



**U.S. Department of Energy**  
NNSA Production Office  
Post Office Box 2050  
Oak Ridge, Tennessee 37831-8009



February 4, 2015

MEMORANDUM FOR SUSAN M. CANGE  
ACTING MANAGER  
OAK RIDGE OFFICE OF ENVIRONMENTAL MANAGEMENT  
FEDBLG, EM-90

FROM: STEVEN C. ERHART  
MANAGER

SUBJECT: Memorandum of Agreement for Interface Support for the Outfall 200  
Mercury Treatment Facility

I have signed and attached the subject Memorandum of Agreement (MOA) for continued support of the Outfall 200 Mercury Treatment Facility (MTF). We look forward to working with your organization on this important project to deal with long standing mercury issues at the Y-12 National Security Complex.

If you have any questions, please contact James Donnelly at 574-6260.

Attachment:  
As Stated

cc w/attachment:

G. Hess, CNS Y-12  
L. Wilkerson, OREM, EM-90  
D. McDaniel, CNS Y-12  
J. Darby, OREM, EM-91  
T. Slack, NPO-01  
J. Albaugh, NPO-50



## Department of Energy

Oak Ridge Office of Environmental Management  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

December 15, 2014

MEMORANDUM FOR STEVEN C. ERHART, MANAGER  
NATIONAL NUCLEAR SECURITY ADMINISTRATION  
PRODUCTION OFFICE

FROM: SUSAN M. CANGE, ACTING MANAGER

Handwritten signature of Susan M. Cange in black ink.

SUBJECT: TRANSMITTAL OF MEMORANDUM OF AGREEMENT BETWEEN  
U.S. DEPARTMENT OF ENERGY OAK RIDGE OFFICE OF  
ENVIRONMENTAL MANAGEMENT AND THE NATIONAL  
NUCLEAR SECURITY ADMINISTRATION PRODUCTION OFFICE  
REGARDING INTERFACING SUPPORT FOR THE OUTFALL 200  
MERCURY TREATMENT FACILITY

Attached you will find a memorandum of agreement (MOA) between the U.S. Department of Energy Oak Ridge (DOE) Office of Environmental Management and the National Nuclear Security Administration Production Office (NPO).

The MOA outlines the terms and conditions for use of four sites: 1) headworks at Outfall 200, 2) potential stormwater storage site at Outfall 200, 3) pipeline route along East Fork Poplar Creek and 4) treatment plant site at former 9720-08 site. This MOA has been reviewed by our respective staffs and signed by me.

If you concur with the language in the MOA please sign in the designated location and return to this office.

If you have questions, or if we can be of any further assistance, please contact Jason Darby at (865) 241-6343.

Attachment

cc:  
James Donnelly, NPO, MS-8009  
Daniel Gelb, UCOR, K-1330  
Jason Darby, EM-91

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**MEMORANDUM OF AGREEMENT BETWEEN  
U.S. DEPARTMENT OF ENERGY OAK RIDGE OFFICE OF ENVIRONMENTAL  
MANAGEMENT AND THE NATIONAL NUCLEAR SECURITY ADMINISTRATION  
PRODUCTION OFFICE REGARDING INTERFACING SUPPORT FOR THE OUTFALL  
200 MERCURY TREATMENT FACILITY**

This Memorandum of Agreement (MOA) is entered into by and between the U.S. Department of Energy (DOE) Oak Ridge Office of Environmental Management (OREM) and the National Nuclear Security Administration Production Office (NPO). DOE OREM and NPO are collectively referred to as the Parties.

**1. Purpose**

This MOA outlines the terms and conditions for interfacing between OREM and NPO during the design and site characterization for the Outfall 200 Mercury Treatment Facility (MTF).

DOE OREM, through its Contractors will be designing and characterizing the sites for the mercury treatment facilities on the Y-12 National Security Complex (Y-12) as part of the overall mercury reduction strategy. This effort will include conducting soil borings for the purpose of collecting soil and groundwater samples and geotechnical information, surveying work to facilitate site characterization, the installation of appropriate infrastructure to enable adequate design and characterization, and miscellaneous site preparation for the future construction of the mercury treatment facilities. This work will continue for a period of up to three years, and is anticipated to be completed at or before the end of Fiscal Year 2017. This effort does not require the temporary transfer of operational responsibility, but does require limited use of a portion of Y-12 by OREM for the purposes as stated herein.

**2. Roles and Responsibilities**

Roles and responsibilities between NPO and OREM are specified below.

a. OREM, acting through its Contractors, shall:

- (1) maintain full responsibility for all Environmental, Safety, and Health (ES&H) functions, including spills and other environmental releases and responses caused by this work;
  - (2) conduct work, at its expense, in accordance with all applicable requirements, including Y-12 site-specific requirements;
  - (3) provide NPO the opportunity to attend project meetings and conduct routine inspections;
  - (4) provide routine updates to NPO on the status of the project and timely requests for required support;
  - (5) avoid impacts to the Y-12 mission with proper communication with the appropriate NPO personnel; and
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(6) maintain the subject property in good order for all present and future mission need.

b. NPO, acting through its contractors, will:

- (1) provide requested documentation and site access to support OREM's characterization, design, and planning for construction of the MTF in a manner that does not impact the project schedule;
- (2) work with OREM to select sites for construction of mercury treatment facilities, pipeline routing, and utilities that meet the requirements of the MTF. This includes considering sites that are conducive to the successful outcome of the project such as cost and environmental impacts;
- (3) work with OREM on utility interfacing and ensuring that the MTF doesn't affect nearby facilities safety envelopes and vice versa;
- (4) notify OREM of construction/operational activities which may conflict with OREM's planning, design, and construction of the MTF.

### **3. Cancellation of Usage**

Parties shall consult one another before this MOA is terminated. This MOA should be updated and revised as necessary for the duration of the project up until construction completion.

### **4. Conflict Resolution**

Conflict resolution of issues related to this MOA that arise between the Parties shall be handled through each Party's responsible manager. An effort shall be made by all participants to resolve conflicts with a spirit of cooperation at the working levels in both organizations.

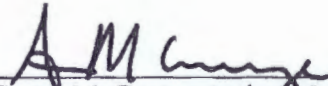
### **5. Miscellaneous**

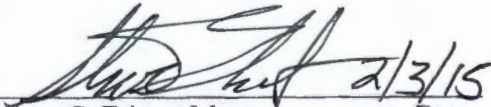
- a. This MOA in no way restricts either of the Parties from participation in any activity with other public or private agencies, organizations or individuals.
- b. This MOA is strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to provide a private right or cause of action for, or by, any person or entity.
- c. Subject to the Freedom of Information Act (5 U.S.C. 552), decisions on disclosure of DOE/NNSA information to the public regarding projects and programs referenced in this MOA shall be made by DOE/NNSA following consultation with the other Party.

- d. This MOA is neither a fiscal nor a funds obligation document. Nothing in this MOA authorizes or is intended to obligate the parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.
- e. This MOA may be amended or terminated through mutual written agreement by the Parties. The MOA may be terminated by mutual written agreement of the Parties, or by either Party upon 30 days written notice to the other Party.
- f. This MOA shall become effective upon the date of the last signature and shall remain in effect through the end of Fiscal Year 2017, unless terminated earlier as provided herein or amended.

**6. Authorized Signature**

Those individuals whose signatures appear below hereby certify that they are authorized to sign on behalf of the respective Parties to this MOA.

 12/15/14  
Susan M. Cange, Acting Manager  
Oak Ridge Office of Environmental  
Management  
United States Department of Energy

 2/3/15  
Steven C. Erhart, Manager  
NNSA Production Office  
National Nuclear Security Administration