

MEMORANDUM OF UNDERSTANDING AMONG
THE U.S. DEPARTMENT OF ENERGY,
THE ENVIRONMENTAL PROTECTION AGENCY, AND
THE WASHINGTON STATE DEPARTMENT OF ECOLOGY
REGARDING THE HANFORD ADVISORY BOARD

I. INTRODUCTION: The Hanford Advisory Board (Board) is a Federal Advisory Committee Act (FACA) board funded by the U.S. Department of Energy (DOE) and chartered under the umbrella of DOE's Environmental Management Site Specific Advisory Board (EM SSAB). The EM SSAB Charter establishes that the objective, scope of activities, and duties of its boards are to provide advice to the DOE on a number of issues listed in the Charter. Although the Board is chartered by DOE, it reports to the DOE, Assistant Secretary for Environmental Management, the U.S. Environmental Protection Agency (EPA), Program Manager, Office of Environmental Cleanup, Hanford Project Office, and the Washington State Department of Ecology (Ecology), Nuclear Waste Program Manager (collectively referred to as "the Parties") under the guidelines established by FACA, as amended, the applicable rules and regulations, and the EM SSAB Charter. The Parties are the three signatories of the *Hanford Federal Facility Agreement and Consent Order*. The Parties can request that the Board to provide advice on the topics specified in the EM SSAB Charter. DOE, EPA, and Ecology are committed to working together to support the continued involvement of the Hanford community during the cleanup process.

II. AGREEMENT: To ensure the Board is efficient and effective and to ensure full compliance with applicable law and DOE guidance, DOE, EPA and Ecology agree to the following.

- A. DOE, EPA, and Ecology will jointly develop recommendations pertaining to the renewal of the EM SSAB charter and convey those recommendations to the Designated Federal Officer (DFO) for the EM SSAB.
- B. The DOE, EPA, and Ecology Program Offices may jointly recommend Board membership, including the Chair, to the DOE Assistant Secretary of EM.
 - a. The Board must be a broadly constituted organization consisting of a diverse group of people representing the interests and concerns of the Hanford community.
 - b. The number of Board members will consist of up to 31 members. Membership may fluctuate due to transition and orientation time of new members.

- c. Board members will represent the stakeholder category within which the Tri-Parties appoint them. Specifically, membership may include, but is not limited to the interested stakeholders listed below:
- i. Seven representatives of local governmental interests: including at least; one each appointed by the governing bodies of Benton County, Franklin and Grant Counties jointly, the Cities of Kennewick, Richland, Pasco, and West Richland, and one appointed by the Benton-Franklin Regional Council;
 - ii. One representative of business interests from the Tri-Cities area, appointed by the Tri-Cities Development Council (TRIDEC), or an organization similar to TRIDEC;
 - iii. Five representatives of the Hanford workforce, including two individuals that represent workers that are members of the Hanford Atomic Metal Trades Council and the Central Washington Building and Construction Trades Council; two that are not members of the previous two trade unions nor in management positions who can effectively represent cleanup contractor workers and research and development and health contractor workers; and one that represents the interests of workers that have public policy implications that may not be addressed by the other seats in this category;
 - iv. One representative of local environmental interests;
 - v. Five representatives of regional citizen, environmental, and public interest organizations with an active interest in Hanford cleanup issues, drawn from and nominated by those regional organizations;
 - vi. One representative each of local and regional public health concerns;
 - vii. One representative of each of the three tribes that have treaty rights that are affected by Hanford cleanup decisions; including the following: the Confederated Tribes of the Yakama Indian Nation, the Confederated Tribes of the Umatilla Indian Reservation, and the Nez Perce Tribe;
 - viii. Two representatives of the interests of the citizens of the State of Oregon, that might not otherwise be covered by the categories listed above: including one appointed by the Governor of Oregon or the agency that has the lead role for the State of Oregon on Hanford cleanup issues; and one that can representative the broad

interest of Oregon citizens appointed by the Oregon Hanford Cleanup Board;

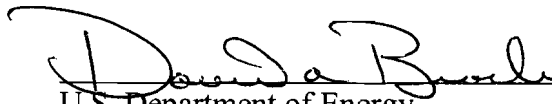
- ix. Two representatives from regional universities; and
 - x. No more than four at-large members, individuals who have expressed a general interest in Hanford cleanup issues and who might otherwise contribute to ethnic, racial, or gender diversity on the Board. These at large seats should be used to bring additional leadership skills to the Board.
- d. When a vacancy occurs on the Board, the Tri-Parties shall consult with the interest group or community representing the seat. The interest group or community shall submit the names of no more than three prospective members. When a vacancy occurs in a seat representing non-union/non-management Hanford workers, the Tri-Parties shall solicit nominations from the relevant group of Hanford contractors. When a vacancy occurs in an at-large seat, the Tri-Parties may advertise for nominations. The Tri-Parties may interview prospective members and consult with the relevant group prior to submitting the nominees to DOE for formal appointment.
- C. DOE shall develop with EPA and Ecology, an annual list of priorities and issues on which policy-level advice from the Board would be of most benefit and which conform to the EM SSAB Charter. Throughout the year, DOE shall also consult with EPA and Ecology to identify whether there are new or emerging issues upon which policy-level advice or recommendations from the Board could be useful. DOE, Ecology, and EPA acknowledge that the Board may identify additional issues of concern, consult with the TPA agencies, and provide appropriate advice.
- a. Per the EM SSAB Charter, the Board may provide advice and recommendations concerning the following EM site-specific issues: clean-up standards and environmental restoration; waste management and disposition; stabilization and disposition of non-stockpile nuclear materials; excess facilities; future land use and long-term stewardship; risk assessment and management; and clean-up science and technology activities. The Board may also be asked to provide advice and recommendations on any other EM project or issue.
 - b. The Tri-Party Agreement (TPA) is a primary instrument through which many of the major policy issues related to cleaning up the Hanford site are decided, prioritized, and tracked. Thus, a major focus of the Board will be the content of, and proposed changes to the TPA, and monitoring agency progress in meeting regulatory milestones, all of which determines the broad strategic direction of Hanford cleanup activities. Other major policy issues may include, but not be limited to:

- i. reviewing the budgeting and funding of specific Hanford cleanup activities;
- ii. waste management issues, including the treatment, storage, and disposal of all solid, hazardous, radioactive, and mixed waste currently at the site, or generated at the site in the future;
- iii. the determination of future land uses and the release of Hanford lands for other uses, to the extent that the Board determines such uses impact or are impacted by the Hanford cleanup mission;
- iv. full recognition of the treaty rights of affected tribes and in particular the interrelationship between such rights and Hanford environmental restoration and waste management activities;
- v. local and other land use authorities and requirements, as specified under state and federal law, as they relate to Hanford environmental restoration and waste management activities;
- vi. transportation of wastes and hazardous materials to and from the site;
- vii. the maintenance, restart, or decommissioning and decontamination of contaminated facilities;
- viii. the protection and restoration of natural resources and ecological values;
- ix. the protection of groundwater and restoration of contaminated groundwater;
- x. impacts on the Columbia River;
- xi. protecting worker and local/regional public health and safety;
- xii. review work force restructuring and community impact plans required by federal or state law with regard to Hanford's transition and downsizing;
- xiii. technology development and transfer; and
- xiv. strategies for effectively and meaningfully involving the public in decisions regarding cleanup of the Hanford site.

- D. The Board will report to the Manager of DOE Richland Operations Office, the Manager of DOE Office of River Protection, the Program Manager of EPA's Hanford Office, and the Program Manager of Ecology's Office of Nuclear Waste. The Board Chair will convey reports and studies from the committees to the above named officials after appropriate action by the Board.
- E. The administration of the Board is an exception to strict joint ownership; DOE retains responsibility for meeting all FACA requirements. The Board operates under the DOE rules regarding implementation of the requirements imposed by FACA. Further, FACA requires that each Federal advisory committee have a DFO responsible for its operations. The DFO and Co-Deputy DFOs (DDFOs) for the Board will be DOE employees. The DFO will ensure that Board meetings are announced in the Federal Register. General support services for the Board and its subcommittees will reside with DOE.
- F. The Board, its facilitators, DOE, EPA and Ecology staff, and the DDFOs will develop agendas collaboratively. The agendas will be developed consistent with the annual work plan (unless a new issue emerges which would benefit from Board advice). One of the DDFOs is responsible for approving the final agenda.

III. EFFECT OF THIS MOU:

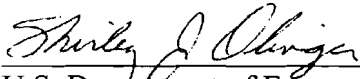
- A. DOE enters into this Agreement under the authority of section 646 of the Department of Energy Organization Act (Pub. L. 95-91, as amended; 42 U.S.C. § 7256).
- B. This Agreement in no way restricts any of the Parties from participating in any activity with other public or private agencies, organizations or individuals.
- C. This Agreement is neither a fiscal nor a funds obligation document. Nothing in this Agreement authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.
- D. This Agreement is strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of any of the Parties. This Agreement shall not be construed to provide a private right or cause of action for or by any person or entity.
- E. All agreements herein are subject to, and will be carried out in compliance with, all Federal applicable laws, regulations and other legal requirements.
- F. This MOU may be modified or amended by written agreement between DOE, EPA, and Ecology. Further, this MOU may be terminated by mutual agreement, or by any Party upon 60-day written notice to the others.



U.S. Department of Energy
Richland Operations Office

6/18/08

Date



U.S. Department of Energy
Office of River Protection

6/18/08

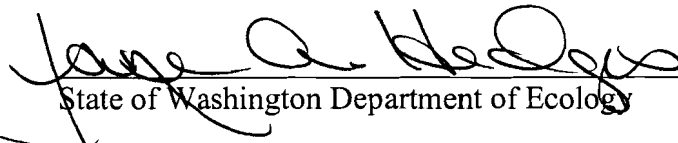
Date



U.S. Environmental Protection Agency

6/20/08

Date



State of Washington Department of Ecology

6/18/08

Date