MEMORANDUM OF AGREEMENT

BETWEEN THE UNITED STATES DEPARTMENT OF ENERGY-ARGONNE SITE OFFICE

AND THE

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

REGARDING THE ENCAPSULATION AND DEMOLITION OF THE ELIGIBLE ERWIN O. FREUND HISTORIC DISTRICT SWIMMING POOL AND BATHHOUSE

WHEREAS, UChicago Argonne, LLC as operator of the U.S. Department of Energy's Argonne National Laboratory plans to encapsulate the swimming pool (603) and demolish the bathhouse (604) which are contributing properties of the National Register of Historic Places (NRHP) eligible Erwin O. Freund Historic District located on the Argonne National Laboratory Campus (Argonne), DuPage County, Illinois (Project); and

WHEREAS, the U.S. Department of Energy (DOE) as owner of Argonne National Laboratory and U.S. Department of Energy-Argonne Site Office (DOE-ASO) as the lead Federal agency under Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470f, and its implementing regulations, 36 CFR Part 800, and therefore is responsible for carrying out the Project on the Argonne property, thereby making the Project an Undertaking subject to review; and

WHEREAS, DOE-ASO has defined the Undertaking's area of potential effect (APE) as the 0.35 acre area containing the swimming pool and bathhouse; and

WHEREAS, DOE-ASO has determined that the Undertaking may have an adverse effect on the NRHP eligible Erwin O. Freund Historic District, and has consulted with the Illinois State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800.2(c)(1); and

WHEREAS, in accordance with 36 CFR 800.6(a)(1), DOE-ASO has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination, providing the specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR 800.6(a)(1)(iii);

NOW, THEREFORE, DOE-ASO and the SHPO (each being a "party" and collectively, "the parties") agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

STIPULATIONS

DOE-ASO shall ensure that the following measures are carried out:

I. The pool and bathhouse will be photo documented using IL HABS/HAER Standards prior to the Undertaking and copies provided to the Illinois SHPO for its files (copies provided via correspondence, J. Livengood to R. Leibowitz, dated July 30, 2015; CD and photos on acid free paper provided in person, K. Burnett to R. Leibowitz, December 2, 2016)

II. DOE-ASO will also maintain a copy of the documentation for its cultural resources file

III. The entire volume of the pool (603) will be filled and the pool deck will remain, so as to preserve the pool in place for future research effort(s)

IV. The bathhouse (604) and surrounding metal fence will be demolished in entirety

V. If future unforeseen maintenance or environmental impacts are generated by the encapsulation of the pool, the DOE-ASO will consult with the SHPO on mitigation efforts.

IV. DURATION

This MOA will be null and void if its stipulations are not carried out within five (5) years from the date of its execution. Prior to such time, DOE-ASO may consult with the SHPO to reconsider the terms of the MOA and amend it in accordance with Stipulation VIII below.

V. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on eligible historic properties found, DOE-ASO shall ensure that UChicago Argonne, LLC personnel will follow the unanticipated discovery provision contained in the Laboratory Management System Procedure 110 (LMS-PROC-110), *Requesting and Using a Digging Permit.*

VI. MONITORING AND REPORTING

Each year following the execution of this MOA, DOE-ASO shall provide the SHPO a summary report detailing work carried out pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any comments received in DOE-ASO's efforts to carry out the terms of this MOA. DOE-ASO will notify the SHPO when the work has been completed.

VII. DISPUTE RESOLUTION

Should any party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the parties shall consult to resolve the objection. If DOE-ASO determines that such objection cannot be resolved, DOE-ASO will:

A. Forward all documentation relevant to the objection, including DOE-ASO's proposed resolution, to the ACHP. The ACHP shall provide DOE-ASO with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching its final decision on the objection, DOE-ASO shall prepare a written response that takes into account any

timely advice or comments regarding the objection from the ACHP and SHPO, and provide them with a copy of this written response. DOE-ASO will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the objection within the thirty (30) day time period, DOE-ASO may make a final decision on the objection and proceed accordingly. Prior to reaching such a final decision, DOE-ASO shall prepare a written response that takes into account any timely comments regarding the objection from the SHPO, and provide the SHPO and the ACHP with a copy of such written response.

C. DOE-ASO's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the objection remain unchanged.

VIII. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by the parties. The amendment will be effective on the date a copy signed by all of the parties is filed with the ACHP.

IX. TERMINATION

If a party to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other party to attempt to develop an amendment per Stipulation VIII, above. If within thirty (30) days (or another time period agreed to by the parties) an amendment cannot be reached, any party may terminate the MOA upon written notification to the other party.

Once the MOA is terminated, and prior to work continuing on the Undertaking, DOE-ASO must either: (a) execute an MOA pursuant to 36 CFR 800.6; or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR 800.7. DOE-ASO shall notify the SHPO as to the course of action it will pursue.

EXECUTION of this MOA by DOE-ASO and the SHPO and implementation of its terms evidence that DOE-ASO has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

PARTIES:

US Department of Energy-Argonne Site Office

Joanna M. Livengood Date 3/15/17

Joanna M. Livengood, PhD., Manager

Illinois State Historic Preservation Officer

Date 4/20/17

Rachel Leibowitz, Ph.D., Deputy Illinois SHPO