

**MEMORANDUM OF AGREEMENT
AMONG THE U.S. ARMY CORPS OF ENGINEERS – BALTIMORE DISTRICT
AND THE ALASKA STATE HISTORIC PRESERVATION OFFICE
REGARDING THE DECOMMISSIONING AND DISMANTLEMENT OF
THE DEACTIVATED STATIONARY MEDIUM POWER MODEL 1A (SM-1A) NUCLEAR
POWER PLANT, FORT GREELY, ALASKA**

WHEREAS, the United States Army Corps of Engineers (hereinafter “USACE”) – Baltimore District is proposing to radiologically decommission and subsequently dismantle the deactivated Stationary Medium Power Model 1A Nuclear Power Plant (hereinafter “SM-1A”) Reactor Facility (hereinafter “undertaking”) at United States Army Garrison Alaska Fort Greely (hereinafter “Fort Greely”) near Delta Junction, as shown as Attachment A to this Memorandum of Agreement (hereinafter “MOA”); and

WHEREAS, Section 91(b) of the Atomic Energy Act of 1954, as amended, authorizes the Department of Defense (hereinafter “DOD”) to acquire defense utilization facilities. Section 110(b) of the Atomic Energy Act excludes DOD from licensing agreements under the act. Presidential Directive of 23 September 1961 rests responsibility for resolving health and safety problems relating to the operation of utilization facilities with the Department of Defense and requires the DOD or the appropriate Military Department to prepare, issue, and enforce safety standards, procedures or instructions applicable to the location and operation of utilization facilities. Current Army safety standards are issued in Army Regulation 50-7, Army Reactor Program. The decommissioning and dismantlement of the SM-1A will be authorized by a Decommissioning Permit issued in accordance with Army Regulation 50-7, which requires that the decommissioning result in residual radioactivity levels that allow for unrestricted use and consistent with the criteria in 10 CFR 20.1402; and

WHEREAS, although the SM-1A is on Fort Greely’s fee title land, Army Regulation 50-7 assigns USACE the responsibility to act as the lead Army component. USACE is the single point of contact at Headquarters Department of the Army for nuclear reactor decommissioning and dismantlement to ensure compliance with environmental requirements for decommissioning Army nuclear reactors; and

WHEREAS, in accordance with 36 CFR § 800.2(a)(2) USACE is designated as lead federal agency for purposes of Section 106 of the National Historic Preservation Act (36 CFR § 800); and

WHEREAS, the decommissioning and dismantlement will involve the dismantlement and disposal of the SM-1A Reactor Facility Building (also known as Building 606 North; Building 606 South is the original Central Heating and Power Plant and will remain extant), removal and dismantlement of the remaining primary and secondary reactor systems; dismantlement and disposal of an associated storage building (Building 607); the abandonment in place of three well structures (Cooling Water Supply Wells #11 and #12 and Recharge Well #13) and removal and disposal of associated pumps, pipes, and concrete structures; the removal and disposal of an underground pipeline and concrete utility corridor; the removal and disposal of contaminated soils; site restoration; and the termination of USACE’s decommissioning permit; and

WHEREAS, USACE determined that the decommissioning and dismantlement is considered an undertaking under Section 106 of the National Historic Preservation Act of 1966 (hereinafter “NHPA”), as amended, (54 United States Code [U.S.C.] § 306108) and its implementing regulations, *Protection of Historic Properties* (36 CFR §800) (hereinafter known collectively as “Section 106”) and is therefore subject to that act; and

WHEREAS, USACE has determined that the proposed decommissioning and dismantlement of buildings, removal of site infrastructure improvements, the removal of contaminated soils, and site restoration have the potential to affect historic properties (defined as listed in or eligible for listing in the National Register of Historic Places (hereinafter “NRHP”)); and

WHEREAS, USACE has initiated consultation with the Alaska Department of Natural Resources Office of History and Archaeology, which acts as the Alaska State Historic Preservation Office (hereinafter “SHPO”) pursuant to 36 CFR § 800.3(c). SHPO has assigned the consultation identification number 2020-00760 to the undertaking; and

WHEREAS, by a letter to SHPO dated June 19, 2020, USACE defined the undertaking and the area of potential effects (hereinafter “APE”), in accordance with 36 CFR § 800.4(a), with concurrence from SHPO on July 16, 2020. For effects on above-ground resources, the APE is coterminous with the 1.5-acre fenced area surrounding the SM-1A Reactor Facility and the associated infrastructure outside the fenced area (Supply Well #12, Recharge Well #13, underground pipeline, and underground utility corridor). For effects on archaeological resources, the APE is coterminous with the boundaries of ground disturbance related to decommissioning and dismantlement, site cleanup, and staging activities (Attachment B); and

WHEREAS, in 2000, the Fort Greely New Post/Cold War Historic District (Alaska Heritage Resources Survey [AHRS] XMH-01275/XMH-00845, considered herein as a single historic district) was determined eligible for the NRHP under Criterion A with a period of significance of 1946-1989 associated with the Cold War era at Fort Greely. Building 606 (AHRS XMH-00670) was determined eligible as a contributing resource to the district. Building 607 (AHRS XMH-00671) was determined not eligible as a non-contributing resource to the district; and

WHEREAS, in 2020, the SM-1A Reactor Facility (AHRS XMH-01587) was determined individually eligible for listing in the NRHP under Criterion A on the national level with a period of significance of 1958-1972 associated with USACE’s prototype nuclear reactor program during the Cold War era. The historic property boundary is conterminous with the APE; and

WHEREAS, in 2020, USACE determined, with no objection from SHPO that, due to previous ground disturbance and development activities, there was a low probability for archaeological resources in the APE, and that no field survey was required; and

WHEREAS, in accordance with 36 CFR § 800.2(c)(2) and by letters dated June 19, 2020, USACE contacted Indian Tribes including the following Alaska Native villages, regional corporations, and/or village corporations (as those terms are defined in Section 3 of the Alaska Native Claims Settlement Act (43 U.S.C. Part 1602) to participate in Section 106 as consulting parties for the above-described undertaking: Native Village of Cantwell, Chickaloon Native Village, Village of Dot Lake, Native Village

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MEDIUM POWER MODEL 1A DEACTIVATED NUCLEAR POWER PLANT (SM-1A), FORT GREELY, ALASKA

of Eklutna, Gulkana Village, Healy Lake Village, Knik Tribe, Nenana Native Association, Northway Village, Native Village of Tanacross, Native Village of Tetlin, Cook Inlet Region, Inc., Ahtna, Inc., Chickaloon Moose Creek Native Association, Inc., Doyon, Ltd, Eklutna, Inc., Tana Chiefs Conference, Toghoththele Corporation; and

WHEREAS, USACE has responded to all requests received from the above-referenced Indian Tribes to learn more about the project and none of the Indian Tribes has expressed concerns regarding potential effects to known historic properties; and

WHEREAS, in accordance with 36 CFR § 800.2 and 800.3, USACE identified consulting parties during the Section 106 process and invited them to participate in the SM-1A decommissioning and dismantlement process as consulting parties (Attachment C); and

WHEREAS, the following individuals/parties have accepted USACE's invitation to participate as consulting parties, and therefore USACE has invited them to be concurring parties to this MOA: Nuke Digest, City of Delta Junction; and

WHEREAS, USACE has also carefully considered the views of the public in accordance with the NHPA and the National Environmental Policy Act (hereinafter "NEPA") (42 U.S.C. § 4231 et seq.) and has engaged with the public to explain the decommissioning and dismantlement process and solicit views from the public; and

WHEREAS, based on an Environmental Assessment being conducted as part of NEPA review, USACE is determining that there is no reasonable alternative to the decommissioning and dismantlement of the SM-1A Reactor Facility (Building 606 North), one ancillary storage building (Building 607), and associated wells, pipelines and underground utility corridor; and

WHEREAS, USACE has assessed the effects from the undertaking on historic properties within the APE in accordance with 36 CFR § 800.5 and has determined that the undertaking will have an adverse effect on the SM-1A Reactor Facility and the Fort Greely New Post/Cold War Historic District; and

WHEREAS, SHPO concurred with USACE's determination of adverse effect for the undertaking in a letter dated January 22, 2021; and

WHEREAS, USACE has carefully considered alternatives to the decommissioning and dismantlement and has sought to avoid, minimize, or mitigate the undertaking's potential adverse effects on historic properties within the APE, in accordance with 36 CFR §§ 800.5 and 800.6; and

WHEREAS, on April 19, 2021, USACE held a telephone conference call meeting with the invited consulting parties to discuss measures to avoid, minimize, and resolve the adverse effects on historic properties; and

WHEREAS, USACE, as a part of the decommissioning and dismantlement of the SM-1 Reactor Facility at Fort Belvoir, Virginia, has executed an MOA to mitigate for adverse effects. This mitigation includes inventoried salvaged materials from SM-1 that will be sent to interested parties for use in future exhibits as

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well as the restoration of a Reactor Pressure Vessel model of the SM-1A reactor, to be used as a teaching tool; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), USACE has notified the Advisory Council on Historic Preservation (hereinafter “ACHP”) of its adverse effect determination with specified documentation, and in a letter dated January 4, 2021, the ACHP stated that it has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

WHEREAS, USACE and SHPO are Signatories of this MOA. pursuant to 36 CFR § 800.6(c)(1) and have authority to execute, amend, or terminate this MOA; and

WHEREAS, Fort Greely is an invited signatory to this MOA pursuant to 36 CFR § 800.6(c)(2) and has authority to amend or terminate this MOA; and

NOW, THEREFORE, USACE, Fort Greely, and SHPO (hereinafter “Signatories”) agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effects of the undertaking on historic properties.

STIPULATIONS

USACE shall ensure the following stipulations are carried out:

I. PUBLIC INTERPRETATION

- A. *Historic American Engineering Record (HAER) Level II Documentation:* HAER documentation is appropriate to resolve adverse effects on significant historic properties, such as the SM-1A Reactor Facility. USACE shall prepare, or direct to be prepared, documentation to HAER Level II standards as defined in the *Secretary of the Interior Standards and Guidelines for Architectural and Engineering Documentation*.

The HAER Level II documentation shall include the SM-1A Reactor Facility, including Buildings 606 and 607 and associated infrastructure. The documentation will include information obtained from USACE's Office of History and Fort Greely, including motion picture film, photographs, and documents, as appropriate.

1. The documentation will include detailed written historical and descriptive data about the facility. It will include physical descriptions of the facility, detailed discussion of the facility's historic significance, a discussion of how the facility was operated, and a description of the decommissioning and dismantlement process. The draft historical narrative, omitting the detailed decommissioning and dismantlement sections, will be submitted to the Signatories and other consulting parties for their review and comment prior to the decommissioning and dismantlement process.
2. Digital and large-format photography will document the exterior and currently accessible interior areas of Building 606 and Building 607 and associated infrastructure. Digital copies of the photographs will be submitted to the Signatories and other consulting parties for their review and comment before decommissioning and dismantlement begins.
3. During the decommissioning and dismantlement process, USACE shall document the dismantling of the facility through video and digital photography. Within one (1) year of the demobilization of decommissioning and dismantlement operations and personnel from the SM-1A Reactor Facility site, the video and photography will be compiled into thirty minutes of professional video with appropriate context, narration, and labeling. The video will be submitted to the Signatories and other consulting parties for their review and comment before the video is finalized. The video will be submitted to SHPO and other agreed upon online and publicly accessible websites as a supplemental addition to the documentation package.
4. Within two (2) years of this MOA's enactment, USACE will reach out to six former SM-1A operators, employees, or other personnel closely associated with the construction, operation and initial closure of the SM-1A facility and shall invite them to be interviewed about their experiences with the facility. The oral interviews will be recorded and transcribed, and full transcripts will be

incorporated into the final documentation package as an appendix. Audio files, full transcripts, and signed releases will be shared with the Oral History Program at Rasmuson Library at University of Alaska Fairbanks and will meet the library's standards for digital audio and releases.

- B. Upon completion, USACE will submit the draft documentation to the National Park Service, Signatories, and other consulting parties for their thirty (30) day review. USACE shall incorporate and/or respond to all submitted comments before finalizing the documentation.
- C. USACE shall provide copies of the final HAER documentation to SHPO, National Park Service, Fort Greely, and the USACE Office of History. USACE will identify other appropriate repositories for the documentation in consultation with the Signatories and other consulting parties. USACE shall ensure the resulting documentation is suitable for dissemination to the public with the goal of creating awareness for the historical significance of the SM-1A Reactor Facility. USACE shall provide copies of the documentation to the other consulting parties upon written request.
- D. Within two (2) years of USACE's award of the decommissioning and dismantlement contract, USACE shall distribute a draft digital version of a proposed historical plaque/marker to the Signatories and other consulting parties. This historical plaque/marker's design shall be agreed upon by the Signatories with input from the other consulting parties prior to installation. Within one (1) year of completion of the decommissioning and dismantlement, USACE/Fort Greely shall erect the agreed upon plaque/marker at the previous site of SM-1A. Additional plaques/markers shall be installed at publicly accessible sites. These additional plaques/ markers shall have their designs and locations agreed upon by the Signatories and consulting parties prior to installation. Upon final installation of these historical plaque/markers, USACE/Fort Greely shall photograph the installed plaque/markers and distribute to all the Signatories and consulting parties.
- E. During decommissioning and dismantlement, when safe and feasible, USACE shall salvage historical items from the SM-1A Reactor Facility, including but not limited to informational safety plaques and currently unknown time capsule contents. Within two (2) years of USACE's award of the decommissioning and dismantlement contract, USACE will develop a detailed plan for the identification, curation, storage, and transportation of these historical items, along with specific steps for consultation. USACE shall submit this plan for review and comment by the Signatories and other consulting parties.

Salvaged items will remain under the control of the Army; items shall be salvaged from SM-1A and sent to an as-yet unidentified facility for storage. USACE will distribute a letter to the Signatories and other consulting parties with an item inventory and location, as well as a point of contact to help retrieve items for future exhibits. USACE shall inform the Signatories and other consulting parties of circumstances that will prevent salvage and display of these items.
- F. Following decommissioning and dismantlement, USACE shall submit updated AHRS site forms to SHPO for Building 606 and Building 607 that indicate the changes to the historic buildings and their eligibility status.

- G. Since the HAER Level II documentation will document the decommissioning and dismantlement process, USACE shall complete the requirements of Stipulations I.A through I.C within one (1) year of completion of the decommissioning and dismantlement of the SM-1A Reactor Facility (currently estimated for completion by 2028).

II. DECOMMISSIONING AND DISMANTLEMENT

USACE may proceed with the decommissioning and dismantlement activities for the SM-1A Reactor Facility, provided that those activities do not interfere with the completion of the stipulations in this MOA.

III. PERFORMANCE STANDARDS

A. Professional Qualifications

USACE will ensure all actions prescribed by this MOA that involve the identification, evaluation, analysis, recording, treatment, monitoring, or disposition of historic properties, or involve reporting or documentation of such actions in the form of reports, forms, or other records, are carried out by or under the direct supervision of a person who meets the appropriate *Secretary of the Interior's Professional Qualification Standards* (36 CFR § 61; 62 Federal Register 33708, June 30, 1997).

B. Standards and Guidelines

All work performed under the provisions of this MOA shall be conducted in accordance with the following standards and guidelines, as relevant:

1. *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* (36 CFR § 61)
2. *Secretary of the Interior Standards and Guidelines for Architectural and Engineering Documentation* (Federal Register Vo. 48, No. 190, Thursday, September 29, 1983, pp. 44731-34).
3. *National Register Photo Policy Factsheet updated 5/15/2013*
https://www.nps.gov/subjects/nationalregister/upload/Photo_Policy_update_2013_05_15_508.pdf
4. *Secretary of the Interior's Standards for the Treatment of Historic Properties* (36 CFR § 68)

C. Review of Submitted Materials

1. The Signatories and other consulting parties agree to respond to USACE in writing to all materials submitted for their review and comment within thirty (30) days of receipt of all information. A party may request additional time for review if requested within the first seven (7) days of the thirty (30) day review period.
2. USACE shall take into account written comments it receives within the thirty (30)-day review period from the Signatories and other consulting parties.

3. If a Signatory or other consulting party fails to respond in writing to USACE's request for review and comment, USACE may assume the non-responding party(ies) has/have no comment.

D. Reporting

USACE shall share progress with the MOA stipulations through stakeholder updates. The Signatories and other consulting parties may request a meeting to discuss progress or concerns with the MOA. Upon completion of all stipulations under this MOA, USACE shall provide the Signatories and other consulting parties a written memorandum acknowledging that USACE has fulfilled its responsibilities under this MOA.

IV. DISPUTE RESOLUTION

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

- A. Forward all documentation relevant to the dispute, including USACE's proposed resolution, to the ACHP. The ACHP shall provide USACE with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, USACE shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. USACE will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, USACE may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, USACE shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA and provide them and the ACHP with a copy of such written response.
- C. USACE's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

V. RESOLUTION OF OBJECTIONS BY THE PUBLIC

At any time during implementation of the measures stipulated in this MOA, should any objections pertaining to any such measures or their manner of implementation be raised by any member of the public, USACE shall notify the parties in this MOA and take the objection into account, consulting with the objector. Should the objector so request, USACE shall consult with parties in the MOA to resolve the objection.

VI. POST-REVIEW DISCOVERIES

If potential historic properties or archaeological resources are discovered or unanticipated effects on historic properties are found, USACE shall address these post-review discoveries in accordance with 36 CFR § 800.13(b) and coordinate with Fort Greely to satisfy the requirements of the 2020-2025 U.S. Army Garrison Alaska Integrated Cultural Resources Management Plan.

VII. AMENDMENT PROCESS

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

VIII. TERMINATION

- A. If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation VII above. If an amendment cannot be reached within thirty (30) days (or another time period agreed to by all signatories), any signatory may terminate the MOA upon written notification to the other signatories.
- B. Once the MOA is terminated, and prior to work continuing on the undertaking, USACE 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. USACE shall notify the signatories and consulting parties as to the course of action it will pursue.

IX. DURATION

This MOA will be considered null and void if its terms are not implemented within nine (9) years of the effective date. The Signatories to this MOA will consult six (6) months prior to expiration to determine if there is a need to extend or amend this MOA. Upon completion of the Stipulations set forth above, USACE will provide a letter (with attached documentation) of completion to SHPO, with a copy to the Signatories to this MOA. If SHPO concurs the Stipulations are complete within thirty (30) calendar days, USACE will notify the Signatories and Consulting Parties in writing and this MOA will expire, at which time the Signatories will have no further obligations hereunder.

X. DEFINITIONS

- A. Unless otherwise specified herein, the term “days” means Federal business days.
- B. The term “date of this signed MOA” means the date of the last Signatory’s signature affixed thereto.

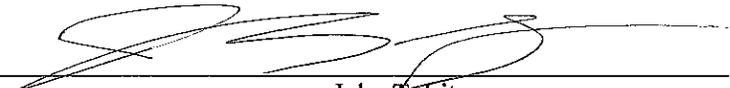
XI. IMPLEMENTATION OF MOA

This MOA may be implemented in counterparts, with a separate page for each signatory, and USACE shall ensure that each party is provided with a complete copy. This MOA shall become effective on the date of the last signatory’s signature.

Execution of this MOA by USACE, Fort Greely, and SHPO, and implementation of its terms is evidence that USACE has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

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THE STATIONARY MEDIUM POWER MODEL 1A DEACTIVATED NUCLEAR POWER
PLANT (SM-1A), FORT GREELY, ALASKA**

SIGNATORY: U.S. ARMY CORPS OF ENGINEERS – BALTIMORE DISTRICT

By:  Date: 17 Jun 21
John T. Litz
Colonel, U.S. Army
Commander and District Engineer

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SIGNATORY: ALASKA DEPARTMENT OF NATURAL RESOURCES OFFICE OF HISTORY AND
ARCHAEOLOGY

By:  _____ Date: 6/10/2021
Judith Bittner
Alaska State Historic Preservation Officer

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INVITED SIGNATORY: U.S. ARMY GARRISON ALASKA FORT GREELY

By: _____



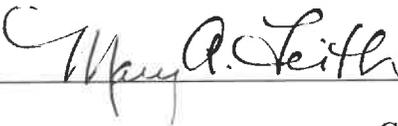
Lieutenant Colonel Joel M. Johnson
Garrison Commander

Date: 23 JUN 21

CONCURRING PARTIES:

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CONCURRING PARTY: CITY OF DELTA JUNCTION

By:  Date: June 11, 2021
Mary Leith
City Administrator

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PLANT (SM-1A), FORT GREELY, ALASKA**

CONCURRING PARTY: NUKE DIGEST

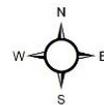
By: Charlie D Harmon Date: 6/11/2021
Charlie Harmon
Editor

ATTACHMENT A
LOCATION OF SM-1A REACTOR FACILITY
FORT GREELY, ALASKA



LEGEND

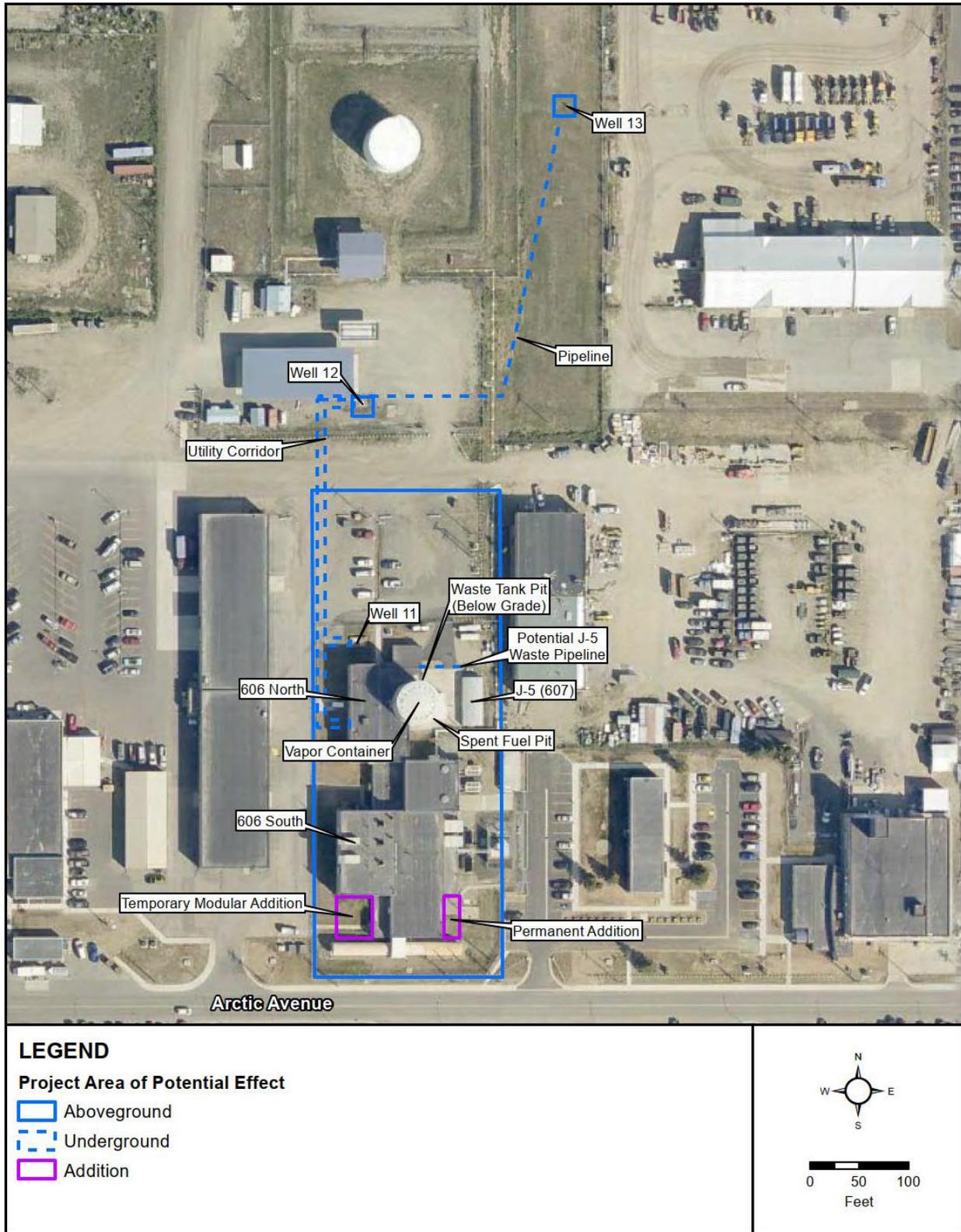
■ SM-1A Reactor Facility



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Location of SM-1A Reactor Facility at Fort Greely, Alaska

ATTACHMENT B
AREA OF POTENTIAL EFFECTS
SM-1A REACTOR DECOMMISSIONING AND DISMANTLEMENT PROJECT



SM-1A Reactor Decommissioning and Dismantlement Project Area of Potential Effects, Fort Greely, Alaska

ATTACHMENT C
USACE-IDENTIFIED POTENTIALLY INTERESTED PARTIES FOR SECTION 106
CONSULTATION
SM-1A REACTOR DECOMMISSIONING AND DISMANTLEMENT PROJECT

**List of Federal Agencies, Indian Tribes, and Other Consulting Parties Identified During Section
106 Consultation for the
SM-1A Reactor Decommissioning and Dismantlement Project, Fort Greely, Alaska**

Federal Agencies:

- U.S. Army Garrison Alaska Fort Greely
- U.S. Bureau of Indian Affairs
 - Anchorage Agency
 - Fairbanks Agency
- Advisory Council on Historic Preservation

State Agencies:

- Alaska Office of History and Archaeology/State Historic Preservation Officer

Other Invited Consulting Parties:

- American Nuclear Society
- The Nuke Digest (publication)
- Alaska Historical Society
- Alaska Historical Commission
- University of Alaska Museum of the North
- UAF Rasmuson Library, Alaska, Polar Regions Collections & Archives
- City of Delta Junction

Indian Tribes (which include Alaska native villages, regional corporations, and/or village corporations)
invited to consult:

- Native Village of Cantwell
- Chickaloon Native Village
- Village of Dot Lake
- Native Village of Eklutna
- Gulkana Village
- Healy Lake Village
- Knik Tribe
- Nenana Native Association
- Northway Village
- Native Village of Tanacross
- Native Village of Tetlin
- Cook Inlet Region, Inc.
- Ahtna, Inc.
- Chickaloon Moose Creek Native Association, Inc.
- Doyon, Limited
- Eklutna, Inc.
- Tanana Chiefs Conference
- Toghoththele Corporation