

**PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. DEPARTMENT OF TRANSPORTATION, MARITIME ADMINISTRATION  
THE U.S. NUCLEAR REGULATORY COMMISSION  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
AND  
THE MARYLAND STATE HISTORIC PRESERVATION OFFICER  
FOR  
THE DECOMMISSIONING AND DISPOSITION OF THE  
NUCLEAR SHIP SAVANNAH, BALTIMORE, MARYLAND**

**WHEREAS**, the Maritime Administration (MARAD), an agency of the U.S. Department of Transportation, maintains the National Defense Reserve Fleet (NDRF) of seagoing, primarily non-combatant vessels for use in national emergencies, to assist the U.S. military in meeting its requirements, and for those other purposes described in Subtitle V of Title 46 of the United States Code. 46 U.S.C. § 50101et seq.; and,

**WHEREAS**, the United States of America owns and MARAD manages the Nuclear Ship *SAVANNAH* (NSS or ship or vessel), a vessel assigned to the NDRF that was jointly constructed between 1957 and 1962 by MARAD and the former Atomic Energy Commission (AEC) under the auspices of the *Atoms for Peace* program as the world's first nuclear-powered merchant ship; and,

**WHEREAS**, the NSS was listed on the National Register of Historic Places (NRHP) in 1983 with significance under the themes of transportation, engineering, politics/government, and commerce, and was designated as a National Historic Landmark (NHL) in 1991 for exhibiting exceptional value in illustrating the nuclear, maritime, transportation, and political heritages of the United States; and,

**WHEREAS**, the NSS is equipped with a nuclear power plant comprised of one 80 MW<sub>th</sub> pressurized water nuclear reactor; two primary coolant loops and steam generators; one pressurizer; and such other systems, structures and components as were required to complete the outfitting of a nuclear steam supply system suitable for marine propulsion; and,

**WHEREAS**, MARAD was authorized to possess, operate, and maintain the NSS nuclear power plant under the terms and conditions of facility license NS-1, originally issued by the AEC and continued by the United States Nuclear Regulatory Commission (NRC) after the disestablishment of the AEC in 1974, and the license remains in effect as amended; and,

**WHEREAS**, MARAD operated NSS from 1962 to 1970 during which time all programmatic goals and objectives were satisfactorily completed; after which MARAD removed

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the NSS from service; and,

**WHEREAS**, the NSS was defueled in 1971; after which the nuclear power plant was partially decommissioned and rendered permanently inoperable in 1976 and subsequently placed into a condition of mothballed protective storage; and,

**WHEREAS**, in accordance with 10 CFR § 50.82(a)(3), the NRC requires license NS-1 to be terminated through the process of decommissioning no later than sixty (60) years after permanent cessation of operations, which was determined as the completion of NSS defueling operations on December 3, 1971, which shall require license termination by December 3, 2031; and,

**WHEREAS**, decommissioning involves the decontamination, remediation, dismantlement, and disposal of the systems, structures, and components that comprise the nuclear power plant; and,

**WHEREAS**, Amendment 15 to license NS-1 (issued on April 23, 2018) authorized MARAD to decommission the NSS nuclear power plant, leading to termination of the license and the conclusion of MARAD's NSS programs, and such decommissioning is in progress<sup>1</sup>; and,

**WHEREAS**, the action of terminating license NS-1 will lead to MARAD's disposition of the NSS, therefore, the combination of decommissioning, license termination, and disposition shall be considered a single Undertaking as defined in the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300320 (NHPA); and,

**WHEREAS**, because the Undertaking includes disposition of the vessel, MARAD has defined the Undertaking's Area of Potential Effects (APE) as the entire vessel; and,

**WHEREAS**, the removal of systems, structures and components of the ship's nuclear power plant will affect one of the NHL's significant and character-defining features (i.e., the nuclear power plant itself); therefore, MARAD has determined that the Undertaking will have an adverse effect on NSS, and has consulted with the Maryland State Historic Preservation Officer (MDSHPO), pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the NHPA (54 U.S.C. § 306108); and,

**WHEREAS**, MARAD, pursuant to 54 U.S.C. § 306107, recognizes its responsibility, to the maximum extent possible and prior to the approval of an undertaking that may directly and adversely affect a NHL, to undertake such planning and actions as may be necessary to minimize harm to the NHL; and,

**WHEREAS**, in considering methods to implement the undertaking's decommissioning

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<sup>1</sup> In the PA, the term decommissioning includes the NRC-licensed and inspected activities that lead to termination of MARAD's license. Collectively, these are called "DECON-LT"

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activities, MARAD recognized that the vessel's surrounding spaces and historic fabric could be affected if MARAD employed conventional means to decommission the nuclear power plant; consequently, MARAD adopted a set of guiding principles designed to minimize any such impact by utilizing the vessel's original construction features, such as equipment and machinery maintenance and access points, for decommissioning purposes; and,

**WHEREAS**, MARAD and NRC recognize the NRC's regulatory authority in the license termination process, and MARAD's primacy as the vessel/NHL steward, and the agencies jointly propose that MARAD act as the lead Federal agency for this Undertaking, with the NRC participating as an invited signatory; and,

**WHEREAS**, MARAD has determined that its requirements under Sections 106 and 110 of the NHPA (54 U.S.C. §§ 306108 and 306101, 306107) for this Undertaking can be more effectively and efficiently implemented through a Programmatic Agreement (PA), pursuant to 36 CFR § 800.14(b)(3), that will guide the execution of the Undertaking, specifically the decommissioning, license termination, and disposition process to assist in minimizing and avoiding adverse effects; and,

**WHEREAS**, pursuant to 36 CFR § 800.10(c), MARAD has notified the Secretary of the Interior through the National Park Service (NPS) and invited the NPS to participate in consultation and the NPS is participating as a concurring party; and,

**WHEREAS**, MARAD has consulted with the American Nuclear Society, the Smithsonian Institution, the Steam Ship Historical Society of America, the N/S SAVANNAH Association, and the National Museum of Nuclear Science and History regarding the effects of the undertaking on historic properties and has invited them to sign this PA as "concurring party(ies)"; and,

**WHEREAS**, in accordance with 36 CFR § 800.6(a)(1)(i)(B), (C), MARAD has notified the Advisory Council on Historic Preservation (ACHP) of MARAD's adverse effect determination and included specified documentation, and the ACHP has chosen to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and,

**WHEREAS**, MARAD, pursuant to 36 CFR § 800.6(a)(4), has provided the public an opportunity to comment on this PA and has considered the recommendations of the public and reviewing agencies in the preparation of this Agreement; and,

**WHEREAS**, the Signatories, which is defined in this agreement to include both signatories and invited signatories, agree to execute this PA in counterparts with a separate signature page for each Signatory. The exchange of copies of this PA and of signature pages by facsimile or by electronic transmission shall constitute effective delivery of this PA to the parties. Signatures of the parties transmitted by facsimile or electronic transmission shall be effective for executing and signing this PA; and,

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NOW, THEREFORE, MARAD, the ACHP, the MDSHPO, and the NRC 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**

MARAD shall ensure that the following stipulations are carried out:

**I. PROGRAMMATIC PRESERVATION PRINCIPLES**

Section 110(f) of the NHPA obligates federal agencies, to the maximum extent possible, to undertake such planning and actions as are necessary to minimize harm to their landmarks. MARAD recognized early in its decommissioning planning that the NRC requirements for DECON-LT, which involve the dismantlement and disposal of much of the nuclear power plant, would need to conform to the NHPA requirements to minimize harm. MARAD also determined that decommissioning activities would use the ship's available interior volume to keep those activities, to the greatest extent practicable, within the ship's licensed envelope. Finally, in 2003, MARAD established a programmatic goal that preservation of the NSS after license termination is the preferred outcome of the DECON-LT process. When considering these three requirements together, MARAD developed and adopted four guiding principles for the decommissioning project. The principles were expressed as follows and have been applied consistently throughout the planning and initial execution phases of the decommissioning project, as well as to the maintenance, rehabilitation and renovation activities conducted during the extended protective storage period (2007-2017):

- Wherever possible, decommissioning activities are undertaken in a manner that fosters future preservation;
- Dismantlement activities will use existing ship accesses to the maximum extent practicable to minimize impacts to adjacent structure;
- Whenever an option is presented or evaluated, the path that promotes preservation is taken; and,
- Opportunities to improve the ship concurrent with decommissioning are exercised.

MARAD shall implement the terms of this PA consistent with the principles guiding this long-standing approach.

**II. SAVANNAH PEER REVIEW GROUP**

Upon execution of this PA, MARAD shall establish a Peer Review Group (PRG) to ensure timely consultation and provide guidance regarding the implementation of the stipulations specified in this PA.

- a. Purpose. The PRG will be the mechanism for consultation during the effective period of this PA. There are two major aspects of the Undertaking, DECON-LT and Disposition.

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Although these will be considered concurrently, they are described in separate stipulations that are tailored to their respective scope and requirements.

- b. Charter. MARAD shall draft a charter document for the PRG and circulate it for review and adoption concurrent with the PA execution.
- c. Participants: Standing PRG participants include United States Government (USG) agencies that are signatories or concurring parties to this Agreement, and non-USG signatories and concurring parties to this Agreement. MARAD will invite consulting parties to participate in the PRG.
- d. Scope. During the decommissioning portion of the Undertaking (see Stipulation III), MARAD will provide the PRG with opportunities to evaluate and assess work activities and provide recommendations in writing to MARAD and the NRC for consideration in the license termination process. MARAD will also engage the PRG to review and evaluate disposition options (see Stipulation IV) for the NSS. MARAD will afford the PRG opportunities to review and provide written recommendations on mitigation strategies and actions.

MARAD may refer to the PRG other matters that are within its scope for review and comment. In such instances, the PRG will be provided thirty (30) calendar days for review and comment to MARAD from the date of receipt of such referral.

- e. Limitation. The recommendations of the PRG will not be binding on MARAD; however, MARAD will take into account the PRG's recommendations when implementing the terms of the PA, and when agreed to, MARAD will, in good faith, seek to put such recommendations into effect. Similarly, the PRG recommendations are not binding on the NRC but shall be taken into account when considering license termination requirements. MARAD will, in good faith, incorporate the recommendations agreed-to between MARAD and the PRG into the License Termination Plan for submittal to the NRC for its review and approval.
- f. Roles and Responsibilities of the PRG Standing Participants:

- i) Maritime Administration: MARAD will: a) establish the PRG; b) organize and coordinate PRG meetings<sup>2</sup>; c) offer members of the PRG the opportunity to review and comment on draft products associated with the PA; d) provide for public participation in the consultation process, including PRG activities; and e) consider comments and/or recommendations received from PRG members or the public regarding activities to be taken in the performance of the Undertaking.

For the vessel decommissioning process, MARAD will, in good faith, incorporate (or recommend to MARAD Contractors to incorporate) the recommendations agreed-to between MARAD and the PRG into the following activities:

- Site work activities, including work plans and work orders for execution;

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<sup>2</sup> For the purposes of this PA, the term "meeting" includes any mechanism that provides for multi-party participation, such as teleconference, webinar, remote access, as well as face-to-face meetings. Participation may also include written communications among members.

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and

- The License Termination Plan.

For the vessel disposition process, MARAD will, in good faith, incorporate (or recommend to MARAD Contractors to incorporate) recommendations agreed-to between MARAD and the PRG into the following activities described in Stipulation IV.

- The Vessel Disposition Alternatives Study;
- The Preservation Interest Request for Information / Notice of Availability;
- and
- The NSS Vessel Disposition Plan.

- ii) Department of Interior: The National Park Service may provide technical assistance to MARAD, as requested, during the decommissioning and disposition process; and will be offered the opportunity to review and comment on draft products associated with the PA and will provide those comments in a timely manner.
  - iii) Advisory Council on Historic Preservation: As a signatory to this PA and pursuant to 36 CFR Part 800, the ACHP will participate as a member of the PRG and in the implementation of those substantive and administrative stipulations requiring its involvement.
  - iv) Nuclear Regulatory Commission: The NRC: a) regulates the NSS in accordance with the roles and responsibilities established in the Atomic Energy Act of 1946, as amended and as prescribed in Title 10 of the CFR; b) will provide licensing oversight of the NSS, through decommissioning, until license termination; c) will consult with the other signatories and consulting parties, as requested; and d) will be offered the opportunity to review and comment on draft products associated with the PA and will provide those comments in a timely manner.
  - v) Maryland State Historic Preservation Officer: The MDSHPO: a) shall follow those roles and responsibilities established through the NHPA and 36 CFR § 800.2; b) will provide technical assistance to the other signatories and consulting parties, as requested, during the decommissioning and disposition process; and c) will be offered the opportunity to review and comment on draft products associated with the PA and will provide those comments in a timely manner.
  - vi) Other Concurring Parties. MARAD will invite concurring parties to this PA, other than the NPS (which is a standing participant), to participate in PRG activities as ex-officio members.
- e. Meetings: The PRG will meet to consider program activities and alternatives and recommend actions to minimize harm. MARAD shall host meetings onboard NSS with remote access (online, virtual teleconference platform) provided for offsite participants. MARAD will notify the PRG of license termination meetings with NRC and offer the

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PRG members the opportunity to attend and participate in such meetings, subject to the approval of the NRC. Within three (3) months of execution of this PA, MARAD will establish a preliminary schedule for future PRG meetings and future review milestones.

- f. Duration. The PRG will remain in place until MARAD has implemented the Stipulations of the PA and written notice of such completion has been provided by MARAD to the consulting parties, or the PA has expired or been terminated.

**III. DECOMMISSIONING – LICENSE TERMINATION**

The primary objective of decommissioning is to terminate license NS-1 without restrictions. After the license is terminated, MARAD will proceed to the disposition of the NSS, in accordance with Stipulation IV, which will include the consideration of a range of employments or dispositions post-decommissioning. The condition of NSS at license termination must facilitate post-decommissioning disposition to occur without subsequent radiological controls. This requirement frames the consideration of options to minimize harm to the NSS, with attention paid to the nuclear power plant itself. The decommissioning of the ship's nuclear power plant will require the decontamination, dismantlement, and disposal of systems, structures, and components that make up the nuclear propulsion plant, as well as any other contaminated materials and surfaces.

License Termination Plan (LTP): The final scope of decontamination and dismantlement activities will be described in the LTP. The LTP is a required submittal to the NRC that describes and defines the radiological characteristics of the facility, and how the facility will be treated to meet defined license termination criteria. The LTP must be submitted no earlier than two (2) years before license termination; however, that date does not restrict dismantlement activities from occurring prior to submittal. MARAD's goal is to submit its LTP in Calendar Year (CY) 2022.

Public and PRG Involvement in LTP: After the LTP is submitted to the NRC, the NRC will notice its receipt in the Federal Register and provide an opportunity for public comments. NRC will also organize a public meeting to discuss the LTP and answer questions during the comment period. MARAD shall provide the LTP to PRG members concurrent with its submittal to the NRC. MARAD will organize a PRG meeting to take place within one week of the LTP submittal to brief PRG members on the detailed content of the plan and respond to questions. MARAD shall provide affirmative notice to PRG members of public meetings organized by NRC. These meetings are typically hosted by the NRC at its Rockville, MD headquarters, and are open to public participation in accordance with NRC rules. MARAD will provide notice of these meetings to the PRG participants no later than the date on which NRC posts the meeting announcement on its public calendar. These activities will continue after the terms of the LTP are implemented.

NHL Considerations for Decommissioning and License Termination: For the purposes of decommissioning, MARAD shall meet the NHPA Section 110(f) requirement to minimize harm to the NHL by retaining as much of the nuclear power plant's fabric as is

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possible and practicable, while meeting the NRC license termination criteria. MARAD completed radiological characterization surveys in CY 2019 and provided the survey report to consulting and concurring parties in January 2020. The report assessed the probability of retaining power plant components and systems while meeting the license termination criteria. MARAD identified those components and systems whose probability was 90% or greater as the focus for possible retention, and incorporated that information in its decommissioning contract Statement of Work.

Administrative and Industrial Infrastructure: Structural, electrical, mechanical and joiner modifications to the ship will be made outside the Reactor Compartment to provide administrative and industrial infrastructure to support the project.<sup>3</sup> These modifications combine both reversible and irreversible (i.e., permanent) changes within the APE. To the extent practicable, the features of such construction will employ marine materials, and match existing trim details, colors and finishes, and architectural details. Consultation on these modifications followed MARAD's interim process described in its letter of February 11, 2019, which is attached to this PA.

**IV. DISPOSITION ALTERNATIVES PROCESS**

Because MARAD will make disposition determinations of the NSS after the NS-1 license is terminated, the disposition alternatives development process will proceed concurrently with decommissioning, in the manner described below:

- a. Exemption of the NSS from MARAD's stated practice prohibiting donation of vessels constructed prior to 1985: By practice, MARAD currently does not advertise vessels built prior to 1985 as available for donation because of the presence of polychlorinated biphenyls (PCBs) in such vessels, and the general prohibition on their distribution by the Toxic Substances Control Act (TSCA). However, in consideration of its status as an extant NHL and to meet the minimize harm standard, MARAD has exempted the NSS from MARAD's practice to allow for preservation alternatives for the NSS.
- b. Disposition Alternatives Study: Within six (6) months of execution of this PA, MARAD will complete a disposition alternatives study supported by the public notice and comments received during CY 2020. This study will review all use and disposition alternatives that are available under law, and provide information on how they may be implemented. The study will consider at a minimum the following scenarios:
  1. Preservation under continued Federal ownership (with or without transfer of administrative responsibility from MARAD)
  2. Preservation under bare Federal ownership with predominant private control and responsibility (e.g., a Public-Private Partnership [P3] arrangement to be determined or lease/charter)

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<sup>3</sup> Modifications inside the ship's perimeter are within the site boundary of the NS-1 license, and thus minimize the need to construct such facilities offsite.

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3. Preservation by a non-Federal entity (donation)
4. Destruction by domestic dismantlement (scrapping)
5. Artificial reefing

In each of the preservation alternatives, MARAD shall consider the method of custodial transfer, mechanism for TSCA compliance, and assess the potential for adverse effects. MARAD shall provide the study to the PRG members for review and comment. Within thirty (30) calendar days of receipt of the study, PRG members may provide MARAD with comments and recommendations. MARAD will consider all comments received.

- c. Determining Preservation Interest: After MARAD and PRG evaluate the disposition alternatives study identified in paragraph (b) above, MARAD shall prepare and publish a Request for Information / Notice of Availability (RFI/NOA) to determine future interest by other entities in acquiring NSS for preservation. MARAD will provide detailed information to all interested parties; such information will include at least the following: a) the ship's existing material condition and expected condition at the time of license termination; b) utility consumption data; c) ship's drawings and photographs; and d) the last material inventory completed. The RFI/NOA will not be a request for proposals. Information received from the RFI/NOA will contribute to the NSS disposition plan described below. MARAD will host a site visit(s) for interested parties to observe the vessel and request responses to the RFI/NOA within ninety (90) calendar days of publication.

MARAD will consult with the PRG in the process to assess preservation interest through the following steps. MARAD will provide a draft RFI/NOA to the PRG for review and recommendations prior to publication. MARAD will also allow the PRG to participate in the site visit(s). MARAD will provide the PRG the responses to the published RFI/NOA for the PRG's review and recommendations. Within thirty (30) calendar days of receipt, PRG members may provide written recommendations to MARAD regarding the RFI/NOA and any responses received.

- d. Develop NSS Disposition Plan: Following the completion of the disposition alternatives study and the publication of the RFI/NOA identified in paragraphs (b) and (c) above, MARAD will address all of the results of the disposition alternatives study and RFI/NOA responses and on that basis, develop a disposition plan for NSS. The disposition plan will include at least one preservation alternative. The disposition plan will incorporate at least the following components if applicable to the selected disposition alternative:
  1. Mitigation measures consistent with the adverse effect of each potential alternative
  2. Requirements for MARAD pre-and post-disposition (e.g., collections management, preservation of records and documents)
  3. Requirements of a recipient of the vessel under a conveyance agreement
  4. Preservation marketing plan
  5. Sample request for proposals and acquisition milestones

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In the process of disposition plan development, MARAD will consult with the PRG as a body of technical and subject matter experts through the following steps. MARAD will provide a draft disposition plan to the PRG for review and recommendations. Within thirty (30) calendar days of receipt, the PRG may provide written comments and recommendations to MARAD regarding the draft disposition plan. The goal for completion of the draft plan is September 30, 2023.

- e. Approval and Execution of the NSS Disposition Plan: MARAD will consider any comments and recommendations received from the review of the draft disposition plan. The final plan will be distributed to the PRG and will be published on MARAD's website. The goal is to publish the final plan by January 1, 2024. The final plan will include executable actions for the preservation alternative(s) described therein. When executing the plan, MARAD's objective is to affect a seamless transfer to the chosen disposition activity concurrent with the NRC license termination and the demobilization of MARAD's decommissioning contractor. The expected time frame for license termination is in the 2<sup>nd</sup> Quarter (Q) of CY 2025.

## **V. MITIGATION**

Traditional forms of mitigation for the adverse effects associated with decommissioning are not available because MARAD has previously completed Level III recordation of the NSS nuclear power plant, other major engineering and ship operations systems and equipment, and for the ship as a whole. MARAD engaged the NPS Historic American Engineering Record (HAER) to conduct the recordation and documentation activities beginning in 2007 and continuing through 2018. In addition to the HAER project, MARAD conducted a decade-long oral history and directed research effort. This effort grew from a more focused 2008 effort to develop a Historic Site Assessment, which is a required NRC decommissioning submittal. The interview and research materials are available for further development into appropriate mitigation efforts, such as model curricula, production of a documentary, etc.

Taking into consideration the above-described, completed work, MARAD will engage with the PRG to develop appropriate mitigation strategies for implementation during the disposition alternatives development processes.

Collections Management Policy: Within six (6) months of execution of this agreement, MARAD will complete a collections management policy for NSS. This policy will consider the content of the NSS, including the nuclear power plant, as a collection of items (components, equipment, etc.) that may possess individual significance. For individually significant items, a curation recommendation will be included in the policy. This policy draft will be provided to the PRG for review and comment.

Thematic Context: Within six (6) months of execution of this agreement, MARAD will develop a revised thematic context for NSS that considers its place within the broad reaches of the *Atoms for Peace* program. The context will consider scholarly research in the decades since the NHL nomination was written in 1990-91. This context study will be provided to the PRG for review and comment.

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Archival Records: The preponderance of NSS documentation exists onboard the ship under MARAD's care. In CY 2022, MARAD engaged the National Archives and Records Administration (NARA) to perform an appraisal of the NSS document and records holdings with a view to creating a comprehensive collection for permanent transfer to NARA. MARAD will prepare a digital version of the permanent collection and make that as well as duplicate holdings available for additional distribution no later than the date of the license termination.

**VI. POST-REVIEW DISCOVERIES**

In the event that previously unidentified resources are discovered, MARAD shall comply with the provisions in 36 CFR § 800.13(b).

**VII. EMERGENCY SITUATIONS**

Because the NSS is a waterborne structure with the potential to encounter hazards, such as extreme weather and navigation emergencies, which may result in the flooding, sinking, or stranding of the vessel, immediate rescue and salvage operations conducted to preserve life or property are exempt from the provisions of Section 106 and this PA.

In the event MARAD proposes an emergency undertaking as an essential and immediate response to a disaster or emergency declared by the President or the Governor of Maryland<sup>4</sup>, or another immediate threat to life or property, MARAD shall notify the MDSHPO via telephone and email within two (2) business days of commencing the emergency undertaking.

MARAD shall include a summary of all emergency undertakings in the status report required in Stipulation VIII.

This Stipulation applies only to undertakings that are implemented within thirty (30) calendar days after the disaster or emergency has been noticed or declared by the appropriate authority. MARAD may request an extension of the period of applicability from the ACHP prior to the expiration of the thirty (30) calendar days.

**VIII. MONITORING AND REPORTING**

To keep the public and Consulting Parties apprised of the status of the implementation of the Stipulations in this PA, MARAD will include status reports and other relevant documentation (correspondence, meeting agendas and minutes, etc.) on its public facing website.

Meetings or conference calls regarding the Undertaking and/or implementation of the Stipulations in this PA may be requested at any time by the Signatories for the duration of this PA.

Annually, following the execution of this PA until it expires or is terminated, MARAD shall provide all Signatories to this Agreement a copy of its Annual Report to the NRC (which covers the preceding calendar year). The annual report to the NRC currently includes sections

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<sup>4</sup> This provision only applies while the NSS is berthed within Maryland state waters.

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on historic stewardship. Reports submitted subsequent to the execution of this Agreement will expand this section to include a summary report detailing work undertaken pursuant to the terms of the PA. With respect to the PA, the report shall include any scheduling changes proposed, any problems encountered, and any disputes or objections received in MARAD's efforts to carry out the terms of this Agreement.

**IX. DISPUTE RESOLUTION**

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

- a. Forward all documentation relevant to the dispute, including MARAD's proposed resolution, to the ACHP. The ACHP shall provide MARAD 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, MARAD shall prepare a written response that considers 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. MARAD 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, MARAD may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, MARAD shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the PA, and provide them and the ACHP with a copy of such written response. MARAD will then proceed according to its final decision.
- c. MARAD's responsibility to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.

**X. AMENDMENTS**

This PA 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 the Signatories is filed with the ACHP.

**XI. TERMINATION**

If any Signatory to this PA 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 X, above. If within thirty (30) calendar days (or another time period agreed to by all Signatories) an amendment cannot be agreed upon and executed, any signatory may terminate the PA upon written notification to the other Signatories.

Once the PA is terminated, and prior to work continuing the undertaking, MARAD must either (a) execute a new PA pursuant to 36 CFR § 800.6 or (b) request, consider, and respond to

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the comments from the ACHP under 36 CFR § 800.7. MARAD shall notify the Signatories as to the course of action it will pursue.

**XII. ANTI-DEFICIENCY ACT**

MARAD's future efforts to execute requirements arising from the stipulations of this PA are subject to the provisions of the Anti-Deficiency Act. If compliance with the Anti-Deficiency Act alters or impairs MARAD's ability to implement the stipulations of this PA, MARAD shall consult in accordance with the Amendments and Termination procedures found at Stipulations X and XI of this PA. No provision of this PA shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Title 31 U.S.C. § 1341.

**XIII. EFFECTIVE DATE AND DURATION**

This PA shall remain in full force and effect for fifteen (15) years after the date of the last Signatory's signature. This PA shall be reviewed periodically, not less frequently than every three (3) years from the execution of this Agreement. Sixty (60) calendar days prior to the date this PA would otherwise expire, MARAD shall consult with the Signatories to determine whether the PA needs to be extended, amended, or terminated consistent with the PA amendment and termination processes in Sections X and XI.

**XIV. EFFICIENT COMMUNICATIONS**

In accordance with Executive Order 13563 "Improving Regulation and Regulatory Review," and Executive Order 13589 "Promoting Efficient Spending," communications between Signatories to this Agreement and consulting parties discussed herein shall be in electronic form whenever practicable, permitted by law, and consistent with applicable records retention requirements. Unless a Signatory or consulting party specifically requests communication in another form (i.e., mail/hard copy) communication pertaining to this agreement shall be by electronic means. MARAD is responsible for maintaining an up-to-date list of email addresses of the Signatories and consulting parties which have not chosen other than electronic communications.

**XV. EXECUTION**

Execution of this Programmatic Agreement by MARAD, the ACHP, the MDSHPO, and the NRC, and implementation of its terms evidence that MARAD has considered the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

**SIGNATORIES:**

See separate signatory pages.

**SIGNATORY PAGE**

**PROGRAMMATIC AGREEMENT  
AMONG**

**THE U.S. DEPARTMENT OF TRANSPORTATION, MARITIME ADMINISTRATION**

**THE U.S. NUCLEAR REGULATORY COMMISSION**

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**AND**

**THE MARYLAND STATE HISTORIC PRESERVATION OFFICER**

**FOR**

**THE DECOMMISSIONING AND DISPOSITION OF THE  
NUCLEAR SHIP SAVANNAH, BALTIMORE, MARYLAND**

**Signatory:**

**Maritime Administration**

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Kevin M. Tokarski  
Associate Administrator for Strategic Sealift

---

Date

**SIGNATORY PAGE**

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**FOR**

**THE DECOMMISSIONING AND DISPOSITION OF THE  
NUCLEAR SHIP SAVANNAH, BALTIMORE, MARYLAND**

**Signatory:**

**Advisory Council on Historic Preservation**

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Reid J. Nelson  
Executive Director, Acting

---

Date

**SIGNATORY PAGE**

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NUCLEAR SHIP SAVANNAH, BALTIMORE, MARYLAND**

**Signatory:**

**Maryland State Historic Preservation Officer**

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Elizabeth Hughes  
Director, Maryland Historical Trust  
State Historic Preservation Officer

---

Date

**INVITED SIGNATORY PAGE**

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**FOR**

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NUCLEAR SHIP SAVANNAH, BALTIMORE, MARYLAND**

**Invited Signatory:**

**Nuclear Regulatory Commission**

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Christopher Regan  
Director, Division of Rulemaking, Environmental, and Financial  
Support, Office of Nuclear Material Safety and Safeguards

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Date

**CONCURRING PARTY SIGNATURE PAGE**

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**THE MARYLAND STATE HISTORIC PRESERVATION OFFICER**

**FOR**

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NUCLEAR SHIP SAVANNAH, BALTIMORE, MARYLAND**

**Concurring Party:**

**National Park Service**

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Jonathan D. Meade  
Associate Regional Director Resource Stewardship and Science,  
National Park Service, Interior Region 1, North Atlantic –  
Appalachian

---

Date:

**CONCURRING PARTY SIGNATURE PAGE**

PROGRAMMATIC AGREEMENT  
AMONG

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AND

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FOR

THE DECOMMISSIONING AND DISPOSITION OF THE  
NUCLEAR SHIP SAVANNAH, BALTIMORE, MARYLAND

**Concurring Party:**

**Insert Name**

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Insert name / title

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Date:

*Insert this page as required for each additional concurring party.*

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