

**MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S. NUCLEAR REGULATORY COMMISSION,
HOLTEC DECOMMISSIONING INTERNATIONAL, LLC, AND
THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICER
REGARDING THE LICENSE TERMINATION PLAN FOR
OYSTER CREEK NUCLEAR GENERATING STATION IN OCEAN COUNTY, NEW JERSEY**

WHEREAS, the United States Nuclear Regulatory Commission (NRC) is reviewing a request from Holtec Decommissioning International, LLC (HDI) to approve a license termination plan for Oyster Creek Nuclear Generating Station (OCNGS) in Ocean County, New Jersey, and that plan is accessible in the NRC's Agencywide Documents Access and Management System (ADAMS) (Accession No. [ML25345A095](#)); and

WHEREAS, implementation of the license termination plan by HDI is an undertaking subject to the National Historic Preservation Act of 1966, as amended (NHPA) (54 U.S.C. §§ 300101 *et seq.*), and the NRC's review and potential approval of that plan via license amendment pursuant to the Atomic Energy Act of 1954, as amended (42 U.S.C. §§ 2011 *et seq.*) must accord with the procedural requirements of Section 106 of the NHPA (54 U.S.C. § 306108) and its implementing regulations at Title 36 of the *Code of Federal Regulations* (36 CFR) Part 800; and

WHEREAS, the NRC has defined the undertaking's area of potential effects (APE) as the 152-acre licensed site identified in the license termination plan; and

WHEREAS, the NRC has determined that the undertaking will have an adverse effect on the OCNGS, which has been determined eligible for listing in the National Register of Historic Places (NRHP); and

WHEREAS, the NRC has consulted with the New Jersey State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, and the New Jersey SHPO has concurred with the identification of historic properties and finding of adverse effect; and

WHEREAS, alternatives to the undertaking have been considered during the NRC's National Environmental Policy Act (NEPA) process; and

WHEREAS, the NRC has consulted with the following federally recognized Tribes: Stockbridge-Munsee Community, Shawnee Tribe, Delaware Nation, and Delaware Tribe of Indians (Stockbridge Munsee Community and Shawnee Tribe have opted out of further consultation; no other responses have been received); and the following state recognized Tribes: Powhatan Renape Indians, Ramapough Lenape Indian Nation, and Nanticoke Lenni-Lenape (none of which have responded to consultation), regarding the effects of the undertaking on historic properties pursuant to 36 CFR Part 800; and

WHEREAS, in accordance with 36 CFR 800.6(a)(1), the NRC has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect finding by providing the documentation specified in 36 CFR 800.11(e), and by letter dated March 6, 2026, the ACHP has elected not to participate in the consultation pursuant to 36 CFR 800.6(a)(1)(iii); and

WHEREAS, the NRC has consulted with HDI pursuant to 36 CFR Part 800; and

Memorandum of Agreement Regarding the License Termination Plan for Oyster Creek Nuclear Generation Station

WHEREAS, the NRC has provided members of the public with opportunities to express their views regarding the effects of the undertaking on historic properties, and resolving adverse effects, in accordance with 36 CFR Part 800, and no comments have been received; and

WHEREAS, the NRC and the New Jersey SHPO have reached an agreement on how the adverse effects of the undertaking on OCNGS will be resolved if the undertaking is approved by the NRC, prompting the development of this memorandum of agreement (MOA) in accordance with 36 CFR 800.6(b)(1)(iv) and 36 CFR 800.6(c); and

WHEREAS, the agreed resolution involves the assumption of responsibilities by HDI, so the NRC has invited HDI to sign this MOA as an invited signatory in accordance with 36 CFR 800.6(c)(2);

NOW, THEREFORE, the NRC, the New Jersey SHPO, and HDI agree that the undertaking, if approved by the NRC, shall be implemented in accordance with the following stipulations to take into account the effect of the undertaking on historic properties.

STIPULATIONS

To the extent of its legal authority, the NRC shall ensure that the following measures are carried out:

I. GENERAL

- A. **DEFINITIONS**: For the purposes of this MOA, the definitions in 36 CFR 800.16 shall apply.
- B. **PROFESSIONAL QUALIFICATIONS STANDARDS**: All historic preservation activities stipulated by this MOA shall be carried out by or under the direct supervision of individuals meeting the Secretary of the Interior's (SOI) *Professional Qualification Standards* (62 FR 33708) for the discipline appropriate to the activity (hereinafter referred to as "qualified professional(s)").
- C. **CURATION STANDARDS**: Curation of materials and records resulting from actions stipulated by this MOA shall be in accordance with New Jersey SHPO standards and guidelines.

II. RECORDATION REQUIREMENTS

- A. Prior to the removal, demolition, or alteration of any external components of the resources contributing to the NRHP-eligibility of the OCNGS within the current APE (i.e., reactor/turbine building complex, old rad waste building, diesel generator building, and canal and intake structure), HDI, using the services of a qualified professional, shall document the historic conditions of the aforementioned resources, as well as the contemporary conditions of those resources as they existed at the time of SEARCH (2025, 2026), to Level III equivalent standards of the Historic American Engineering Record (HAER).
- B. In lieu of large format photography (as is typically required in HAER Level III documentation), HDI shall include contemporary high-resolution digital photographs that

Memorandum of Agreement Regarding the License Termination Plan for Oyster Creek Nuclear Generation Station

meet the National Park Service National Register Digital Photo Submission Standards. The standards can be found at the following web address: <https://www.nps.gov/subjects/nationalregister/upload/NR-NHL-photo-policy-2024-01-02.pdf>. A number of views adequate to convey the significance of each resource, as determined by a qualified professional, shall be produced as part of the recordation, with a minimum of 25 total views across the OCNCS. Photography shall include, but not be limited to, documentation of the interior and exterior of the building and the building's setting. The recordation shall also include high resolution digital copies of as-builts and historic photographs, if available.

- C. HDI previously collected memorabilia, artifacts, videos, and photographs that chronicle OCNCS. The collection was donated to local historical societies, including in Lacey Township, Waretown, and Ocean County. These collections shall be summarized and described, and any existing copies of photographs and videos shall be included, as part of OCNCS documentation.
- D. All documentation shall be submitted, reviewed, accepted, and disseminated in accordance with Stipulation III.

III. REVIEW, ACCEPTANCE, AND DISSEMINATION OF DOCUMENTATION

HDI shall ensure that all documentation is completed and accepted by the New Jersey SHPO prior to any removal, demolition, or alteration of any external components of the contributing resources.

Draft documentation shall be submitted to the New Jersey SHPO within four months of MOA execution, and the final documentation shall be provided to the New Jersey SHPO within three months of New Jersey SHPO acceptance of the draft documentation.

The New Jersey SHPO shall have 30 days to review draft and final documentation and respond with comments. If no response is received in this timeframe, acceptance shall be assumed.

Once the New Jersey SHPO has accepted all final documentation, HDI shall provide one original archival copy of the documentation to the New Jersey SHPO, and duplicate copies shall be provided to the NRC (via the NRC's Electronic Information Exchange (EIE) system) and the appropriate repositories as identified in consultation with the New Jersey SHPO.

Following acceptance of all final documentation by the New Jersey SHPO and delivery of copies to all required recipients, the NRC shall send a close out letter to all signatories detailing that the terms of the MOA have been successfully accomplished and concluded.

IV. UNANTICIPATED DISCOVERIES

In the event a potential historic property is discovered during the undertaking, all ground disturbance activities shall halt within 100 feet of the area of discovery to avoid or minimize impacts until the potential historic property is evaluated for NRHP eligibility by a qualified professional. In the event of such a discovery, HDI may continue to work in other areas of the site; however, ground disturbance activities shall not resume within 100 feet of the area of discovery until the NRC has issued notice to proceed.

V. CHANGES TO UNDERTAKING

Memorandum of Agreement Regarding the License Termination Plan for Oyster Creek Nuclear Generation Station

Prior to any changes to the undertaking, that may have adverse effects on historic properties not contemplated by this MOA, the signatories will consult to determine whether this MOA should be amended to address new adverse effects.

VI. DISPUTE RESOLUTION

Disputes regarding the implementation of the terms of this MOA shall be resolved by consultation between the signatories. If the signatories cannot agree on a resolution, any one of the signatories may request input from the ACHP regarding resolution of the dispute and/or pursue amendment (and, if necessary, termination) of the MOA in accordance with Stipulation VII. Input received from the ACHP within 30 days of request will be shared with and considered by the signatories.

VII. DURATION

This MOA shall remain in effect until five (5) years from the date of its execution (date of last signature), or when the terms of the MOA have been successfully accomplished and completed, whichever occurs first. Prior to such time, the signatories may consult with each other to reconsider the terms of the MOA and amend it in accordance with Stipulation VII below.

VIII. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment shall be effective on the date of last signature.

IX. TERMINATION

If any signatory to this MOA determines that its terms cannot be carried out or are not being carried out, that signatory shall immediately consult with the other signatories to attempt to develop an amendment in accordance with Stipulation VIII, above. If an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, the NRC must either (a) execute an MOA pursuant to 36 CFR 800.6 or (b) request and take into account the comments of the ACHP under 36 CFR 800.7. The NRC shall notify the signatories as to the course of action it will pursue.

X. GENERAL PROVISIONS

- A. Nothing in this MOA shall be interpreted to alter the NRC's enforcement authority related to compliance with the NRC's regulations or license conditions.
- B. Nothing in this MOA shall be interpreted as a waiver of any judicial remedy available to any signatory.
- C. No signatory to this agreement waives their sovereign or governmental immunity by entering into this MOA, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of the MOA.
- D. Should any portion of this MOA be judicially determined to be illegal or unenforceable,

Memorandum of Agreement Regarding the License Termination Plan for Oyster Creek Nuclear Generation Station

the remainder of the MOA shall continue in full force and effect, and any signatory may renegotiate the terms affected by the severance.

- E. The stipulations of this MOA are subject to the provisions of the Anti-Deficiency Act (31 U.S.C. § 1341). If compliance with the Anti-Deficiency Act alters or impairs the NRC's ability to implement the stipulations of this MOA, the NRC shall consult in accordance with the amendment and termination procedures found in this MOA.

XI. EXECUTION OF AGREEMENT

Execution of this MOA by the signatories and implementation of its terms evidence that the NRC has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

This MOA may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.

DRAFT

**MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S. NUCLEAR REGULATORY COMMISSION,
HOLTEC DECOMMISSIONING INTERNATIONAL, LLC, AND
THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICER
REGARDING THE LICENSE TERMINATION PLAN FOR
OYSTER CREEK NUCLEAR GENERATING STATION IN OCEAN COUNTY, NEW JERSEY**

SIGNATORY

U.S. Nuclear Regulatory Commission

Date

[insert agency official name and title]

DRAFT

**MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S. NUCLEAR REGULATORY COMMISSION,
HOLTEC DECOMMISSIONING INTERNATIONAL, LLC, AND
THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICER
REGARDING THE LICENSE TERMINATION PLAN FOR
OYSTER CREEK NUCLEAR GENERATING STATION IN OCEAN COUNTY, NEW JERSEY**

SIGNATORY

New Jersey State Historic Preservation Officer

_____ Date

Katherine J. Marcopul

**MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S. NUCLEAR REGULATORY COMMISSION,
HOLTEC DECOMMISSIONING INTERNATIONAL, LLC, AND
THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICER
REGARDING THE LICENSE TERMINATION PLAN FOR
OYSTER CREEK NUCLEAR GENERATING STATION IN OCEAN COUNTY, NEW JERSEY**

INVITED SIGNATORY

Holtec Decommissioning, LLC

_____ Date
[insert name and title]