



Nye County
Nuclear Waste Repository Project Office
1210 E. Basln Rd. Ste. #6 • Pahrump, Nevada 89060
(775) 727-7727 • Fax (775) 727-7919

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DATE: 04/12/2007

07-099-DS (L)

April 9, 2007

Dr. Jane Summerson, EA Document Manager
U.S. Department of Energy (DOE)
1551 Hillshire Drive
Las Vegas, NV 89134

Memorandum of Understanding

Dear Dr. Summerson:

Enclosed please find an original signed Memorandum of Understanding between the Office of Civilian Radioactive Waste Management, U.S. Department of Energy and Nye County, Nevada.

If you have any questions, please contact me at (775) 727-7727 ext. 26, e-mail dswanson@nyecounty.net or fax (775) 727-7919.

Respectfully,
NYE COUNTY, NEVADA

A handwritten signature in cursive script, appearing to read "David Swanson".

David Swanson
Interim Director

DS/zc

Enclosures: as stated

cc: Joni Eastley, Nye County Commissioner
Ron Williams, Nye County Manager

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OCRWM CCU

QA: N/A

MDE
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MEMORANDUM OF UNDERSTANDING
between
Office of Civilian Radioactive Waste Management, U.S. Department of Energy,
and
Nye County, Nevada

I. BACKGROUND AND OBJECTIVES

The Office of Civilian Radioactive Waste Management, Department of Energy (DOE) is in the process of preparing the Supplemental Yucca Mountain Repository Environmental Impact Statement (Repository SEIS) (DOE/EIS-0250F-S1).

Nye County, Nevada, is the situs jurisdiction of the Yucca Mountain Repository and has special expertise as defined by the Council on Environmental Quality regulations that implement the National Environmental Policy Act (40 CFR § 1508.26).

DOE will serve as the lead agency and Nye County will serve as a cooperating agency in preparation of the Repository SEIS in accordance with 40 CFR § 1501.5 and § 1501.6.

DOE will give Nye County, as a cooperating agency, access to information and documents during the course of the preparation of the Repository SEIS that DOE otherwise would consider confidential and/or pre-decisional.

II. TERMS AND CONDITIONS

Nye County and DOE agree to the following terms and conditions:

1. As lead agency in the preparation of the Repository SEIS, DOE will make its best efforts to:
 - Provide timely information and consult with Nye County on issues relevant to its role as a cooperating agency, and
 - Seek to resolve all issues, concerns, and comments raised by Nye County prior to publication of the draft and final Repository SEIS.

2. As a cooperating agency, Nye County will, at the request of DOE:
 - Attend public, project, and technical working group meetings;
 - Participate on interdisciplinary teams;
 - Use best efforts to seek to resolve all issues, concerns, and comments raised by DOE prior to publication of the draft and final Repository SEIS;
 - Compile and provide socioeconomic data such as population, housing, and other forecasting information;
 - Transmit relevant reports and studies prepared/conducted by the county;
 - Assist with the identification of environmental issues;
 - Assist with environmental analyses;

- Review working draft and preliminary draft documents; and
 - Assist with the preparation of responses to public comments.
3. Nye County will protect from public disclosure all pre-decisional/deliberative process information, including working draft documents. To that end Nye County agrees:
- Not to disclose information provided by DOE that DOE considers confidential and/or pre-decisional to third parties without the express written consent of DOE.
 - Not to disclose written materials and documents provided by DOE that DOE considers confidential and/or pre-decisional to third parties without the express written consent of DOE. In the event DOE makes written materials and documents public, this provision does not apply to the dissemination by Nye County of such materials and documents.
 - Notify DOE of any request to disclose materials and documents provided by DOE that DOE considers confidential and/or pre-decisional. In the event that DOE determines that the materials or documents requested to be disclosed are not appropriate for public disclosure, Nye County agrees not to release any of the requested materials or documents.
4. This Memorandum of Understanding may be terminated by the mutual written agreement of both parties or by either party upon 30 day written notice to the other party.
5. This Memorandum of Understanding shall become effective upon execution. Nye County will transmit this Memorandum of Understanding to DOE upon execution.

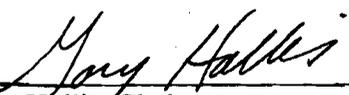
Signed:

Signed:

This 2nd day of April 2007

This 9th day of APRIL 2007

By: 
 Edward F. Sproat, III, Director
 Office of Civilian Radioactive
 Waste Management
 Department of Energy

By: 
 Gary Hollis, Chairman
 Nye County Board of Commissioners