

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. ARMY OFFICE OF ENERGY INITIATIVES (OEI)
AND
U.S. ARMY GARRISON (USAG)/IMCOM, FORT SILL

SUBJECT: Development of Large-Scale Renewable and Alternative Energy at Fort Sill, OK (PO05)

1. AUTHORITY. DODI 4000.19, Support Agreements, 25 April 2013.
2. BACKGROUND. The Secretary of the Army established the OEI to serve as the central management office within the Army for all large-scale (typically $\geq 10\text{MW}$) renewable and alternative energy projects to enhance energy security and resiliency, and move the Army closer to its renewable energy mandates and 1 Gigawatt commitment. As one of the Army's premier training installations USAG Fort Sill is ideally suited to take advantage of enhanced energy security and resiliency benefits associated with hosting large-scale renewable and alternative energy development. It is in this spirit that the OEI and USAG Fort Sill enter into this understanding and agree to use all reasonable efforts to explore the feasibility of developing and potentially executing large-scale renewable and alternative energy projects on the Installation.
3. PURPOSE. This MOU defines the non-binding cooperative relationship between the OEI and USAG Fort Sill for the development of large-scale renewable energy opportunities that improve energy security, resiliency, and reliability for the Army.
4. UNDERSTANDING OF THE PARTIES.
 - a. The OEI and USAG Fort Sill (each referred to as a Party and together as Parties) agree to work together to assess the viability and potential implementation of various alternatives of large-scale renewable energy opportunities on or associated with USAG Fort Sill.
 - b. This is a non-binding Memorandum of Understanding (MOU) between the Army Office of Energy Initiatives (OEI) and USAG Fort Sill. Each Party understands that neither Party shall have any legal obligations to the other Party under this MOU, or as a result of any discussions or other action taken in connection with this MOU.
 - c. This MOU does not presume a decision to undertake any project described in this MOU or any other project. This MOU may be amended to define new or amended potential project opportunities that the Parties agree to move forward to develop for Army approval and possible acquisition.
 - d. As of the time of execution of this MOU, the National Environmental Policy Act

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(NEPA) process has not been completed. The Parties agree that no decisions related to this MOU will be made until the NEPA analysis, and other decision-making requirements, have been fulfilled.

5. PROJECT DEFINITION / ROLES AND RESPONSIBILITIES.

a. The proposed development of a large-scale renewable and alternative energy project would be expected to include the following elements: a renewable resource and available land for the project, required infrastructure for interconnection to the project, and a plan to enhance energy security for the critical infrastructure of Fort Sill.

b. Attachment 1 describes anticipated Roles and Responsibilities of the Parties if they agree to work together to develop a project on Fort Sill.

c. Attachment 2 provides details of proposed project alternatives currently under evaluation for development or to be developed on or in association with Fort Sill.

6. PERSONNEL. Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

7. FUNDS AND MANPOWER. This MOU does not document or provide for the exchange of funds or manpower between the OEI and USAG Fort Sill, nor does it make any commitment of funds or resources.

8. EXTERNAL COMMUNICATIONS. The Parties agree to coordinate and discuss plans for any external communications regarding potential projects or OEI activities at Fort Sill prior to those communications occurring and/or being released.

9. MODIFICATION OF MOU. This MOU may be modified at any time by the written agreement of the Parties, duly signed by their authorized representatives. Any agreed-to change should be reflected as addenda or enclosures, or otherwise marked in the basic document. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

10. TERMINATION OF UNDERSTANDING. This MOU may be terminated in writing at will by either Party by giving 90 day notice.

11. POINTS OF CONTACT (POC). The following points of contact will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party.

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b. Mr. Randall J. Butler, Director, Department of Public Works (DPW), Fort Sill, randall.j.butler.civ@mail.mil, or phone (580) 442-3015 serves as the POC for USAG Fort Sill.

c. Ms. Winona Morris, Garrison Agreement Manager, winona.f.morris.civ@mail.mil, or phone (580) 442-3560 is the POC that maintains and updates this Agreement.

12. EXPIRATION DATE. This Agreement expires nine years after the date of last signature.

13. EFFECTIVE DATE. This MOU takes effect beginning on the day after the last Party signs.



Michael F. McGhee
Executive Director
Office of Energy Initiatives
OASA (IE&E)

7 Dec 2016
(Date)



SAMUEL W. CURTIS
COL, SF
Commanding

3 Dec 2016
(Date)

Attachment 1. ANTICIPATED ROLES AND RESPONSIBILITIES

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The following are the anticipated roles and responsibilities of the OEI and Fort Sill that would begin after the Installation and the OEI agree to pursue the feasibility of a project, and continue as development of the project progresses to implementation.

1. The OEI, in coordination with USAG Fort Sill, would serve as the lead organization for the evaluation and development of a large-scale renewable energy project on or associated with Fort Sill. The OEI would lead a project team that would work collaboratively to:

a. Conduct project validation activities related to mission compatibility, economics, real estate, federal/state/local regulations, off-take, technical integration (including interconnection with utilities and grid integration), environmental/permitting requirements, physical and cyber security specifications, materials sourcing requirements, and acquisition;

b. Consider and include energy security measures in all projects to the maximum extent practicable;

c. Engage and coordinate with local utilities, local and state authorities, Army Headquarters and subordinate commands, Department of Defense (DoD), other federal agencies, congressional delegation and local representatives, media, project developers, and others as appropriate;

d. Coordinate and obtain necessary legal reviews, project approvals, and notifications required by the Army, DoD, Congress and other relevant entities;

e. Develop detailed business case analyses with cost estimates that consider the renewable energy resource, expected utility cost, site value, and project and financing expenses;

f. Work with Army leadership to review project feasibility, determine path forward, and implement recommendations posed by stakeholders including but not limited to: Realty Governance Board (RGB), Office of the Secretary of Defense, Office of the Army General Counsel, the Assistant Secretary of the Army for Installations, Energy and the Environment (ASA(IE&E)), U.S. Army Corps of Engineers (USACE), and others;

g. Provide support to USAG Fort Sill to produce a Concept and a Final Report of Availability (ROA) and an Environmental Condition of Property (ECP) report for the selected site(s), as needed;

h. Act as the project proponent for completion of the National Environmental Policy Act (NEPA) analysis and commission necessary studies to support NEPA requirements;

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- i. Maintain and track a project schedule with input from the project team;
- j. Communicate Post-Award Project Administration (PAPA) coordination activities within 30 days of contract award; and
- k. Engage the following Army entities in support of the project, as needed:
 - (1) USAG Fort Sill to provide local energy, environmental, legal and other expertise, as needed.
 - (2) Installation Management Command (IMCOM) to provide local energy, environmental, legal, resource management, and Installation expertise, as needed.
 - (3) U.S. Army Environmental Command (AEC), the Army's environmental subject matter expert; or other entity leading the NEPA analysis for the project.
 - (4) USAG Fort Sill environmental team for evaluation of environmental analyses, and to ensure NEPA, ECP and other requirements are completed.
 - (5) USACE – Tulsa District for real estate support, engineering and design analysis, and other studies, as needed.
 - (6) USACE – Engineering and Support Center, Huntsville, for procurement and technical services, and cyber security expertise under the Army's Commercial Utility Program.
 - (7) Headquarters, USACE to provide real estate guidance and execution.
 - (8) U.S. Army Regional Environmental and Energy Office (REEO) Central – Region counsel for state legislative and regulatory outreach and monitoring, and assistance in state-level coordination of OEI projects. Serves as an extension of Office of the Army General Counsel (OGC) for OEI project legal support.
 - (9) Office of the Army General Counsel (OGC) for legal support.
 - (10) Mission and Installation Contracting Command (MICC) for contracting support, as needed.
- l. Agree to inform the Public Affairs Office (PAO) when any off post media coverage is involved or other media releases. All photos and testimonials must be provided to PAO and obtain PAO approval prior to release. OEI may not invite media coverage

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without PAO approval.

2. USAG Fort Sill would be responsible to provide:

a. Required data and information, such as utility and baseline energy usage data, site maps, utility tariff information, environmental and permitting requirements, and clearance of identified site(s) to OEI, as requested.

b. State-level coordination regarding environmental permitting or regulatory compliance. The USAG Fort Sill environmental team would assist in the execution of necessary environmental documents including the NEPA analysis and supporting studies, hazardous materials, and others as applicable. USAG Fort Sill would support AEC's and the OEI's requests for information and provide all necessary documentation, background information, coordination and approvals. If the USAG Fort Sill environmental team is able to perform the NEPA assessment in-house, then the installation will engage AEC as a reviewer and advisor.

c. An accurate description of selected site(s) for the ROA and ECP, Fort Sill Garrison Commander approval for use of property, and approval of the ROA 30 days before the project RGB meeting. USAG Fort Sill, in concert with the OEI, would coordinate ROA staffing through IMCOM and Office of the Assistant Chief of Staff for Installation Management (OACSIM), and the Office of the Deputy Assistant Secretary of the Army for Installations, Housing and Partnerships (ODASA(IH&P)) to obtain approval of the Concept and Final ROAs. Includes additional timber harvest ROA and easement ROA, as applicable.

d. A deconflict memo signed by the Fort Sill Garrison Commander stating that the project does not conflict with any mission requirements, including airfield operations and airspace identified under 14 CFR Part 77 – Safe, Efficient Use and Preservation of the Navigable Airspace once the site has been identified and evaluated by the appropriate commands and organizations. Includes signed flood plain waiver request, if applicable.

e. A Range Closure Memo signed by HQDA DCS G-3/5/7, staffed through IMCOM and U.S. Army Training and Doctrine Command (TRADOC), if applicable to selected site(s).

f. Logistical/personnel support, resources, and input including: meeting and work space, meeting facilitation and coordination for OEI site visits.

g. Admit OEI, Army points of contact, and uncleared contractors access to Fort Sill that provide the identification as may be required by the Provost Marshall, IMCOM, or DOD policy or regulation. All personnel entering Fort Sill will undergo background

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screening at the Visitor Control Center (VCC) prior to being granted access, must be in compliance with laws of the State of Oklahoma, and will be subject to search under Federal regulations.

h. Fort Sill access for uncleared contractors associated with the planning, development, and implementation of projects resulting from this partnership in accordance with Installation policy and Army Directive 2014-05, dated 07 March 2014, *Policy and Implementation Procedures for Common Access Card Credentialing and Installation Access for Uncleared Contractors*.

i. The requirements necessary to be included in the contract or real estate agreement to meet Anti-Terrorism and Operational Security standards, and to ensure that the developer implements those requirements in accordance with Department of Defense Instruction 5200.08-R (April 9, 2007) incorporating Change 1 (May 27, 2009), *Physical Security Program*; and Army Directive 2014-05 (March 7, 2014), *Policy and Implementation Procedures for Common Access Card Credentialing and Fort Sill Access for Uncleared Contractors*.

j. Notification to the OEI of changes at Fort Sill that could impact the development or feasibility of the project such as changes in demand, other generation projects planned, leadership changes, or mission changes affecting site suitability or required studies.

k. Support for required external communications as coordinated through the OEI External Engagement department.

l. Support for the applicable PAPA activities communicated by the OEI.

m. Support for the above requirements in a timely manner to enable the successful implementation and operation of renewable energy project(s) at Fort Sill.

n. Other support as deemed necessary by the project team.

Attachment 2. PROPOSED PROJECT DESCRIPTIONS

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The following defines proposed renewable and alternative energy projects that are under consideration for development or to be developed on or in association with USAG Fort Sill under this MOU.

1. Project includes the following elements:
 - a. ~20 MW (AC) solar photovoltaic (PV) generation on approximately 140 acres.
 - b. 18 to 54 MW (AC) natural gas reciprocating internal combustion engine (RICE) generation on a separate 5 -15 acre parcel.
 - c. Infrastructure to connect the generation to the utility electrical grid.
 - d. Development of a plan to support the critical infrastructure of Fort Sill in time of an emergency.