

PMC-EF2a

201002

**U.S. DEPARTMENT OF ENERGY
EERE PROJECT MANAGEMENT CENTER
NEPA DETERMINATION**



RECIPIENT: University of Minnesota

STATE: MN

PROJECT TITLE : An Industry/Academe Consortium for Achieving 20% wind by 2030 through Cutting-Edge Research and Workforce Training - Clipper Turbine Purchase (ARRA)

Funding Opportunity Announcement Number	Procurement Instrument Number	NEPA Control Number	CID Number
DE-FOA-0000090	EE0002980	GFO-10-594	0

Based on my review of the information concerning the proposed action, as NEPA Compliance Officer (authorized under DOE Order 451.1A), I have made the following determination:

CX, EA, EIS APPENDIX AND NUMBER:

Description:

A1 Routine actions necessary to support the normal conduct of agency business, such as administrative, financial, and personnel actions.

Rational for determination:

CX A1 - Routine actions necessary to support the normal conduct of agency business, such as administrative, financial, and personnel actions.

CX A2 - Contract interpretations, amendments, and modifications that are clarifying or administrative in nature.

The University of Minnesota is proposing to use American Reinvestment and Recovery Act (ARRA) funding to construct a 2.5 MW Clipper Wind turbine at their UMN Outreach Research and Education (UMore) Park in Rosemount, MN. A prior NEPA determination (GFO-10-112, signed 3/4/2010) allowed Program Area 1, phase 1 and Program area 2-3 activities under a CX A9 and B3.6. The purpose of this modification to this previous NEPA determination is to allow the recipient to spend award funds to make a fully reimbursable down payment for 50% of the cost of the Clipper wind turbine.

An advanced understanding has been reached between Clipper and the University which includes a written statement of zero penalties in the event that the ongoing EA (DOE/EA #1971) does not result in a FONSI or a mitigated FONSI. This document states that "in the event the FONSI cannot be obtained within a mutually agreed upon time after the execution of the TSA, Supplier shall either (i) refund the original amount of the Down Payment without any interest or (ii) agree to an extension in schedule, should Purchaser request such an extension."

The University of Minnesota's DOE award will include an understanding provision in the new Terms & Conditions that will state:

"At no time shall the Awardee conduct any activities beyond the scope of making the advance, fully reimbursable payment (i.e. the Awardee is prohibited from construction or non-administrative/financial activities prior to final NEPA determination). This provision does not approve the installation of the equipment."

Under NEPA, capital equipment purchase or acquisition using DOE or cost-share funding is considered a commitment of resources and is an allowable activity prior to a final NEPA determination. Due to the advance understanding between the University of Minnesota (Awardee) and the turbine manufacturer, Clipper, the DOE has determined there to be no financial risk associated with this purchase and no commitment of resources is being made. This action constitutes a financial amendment to the ARRA funded award; therefore CX A1 and CXA2 apply.

This determination applies to activities associated with the 50% down payment of the wind turbine only. All conditions stipulated in the prior NEPA determination still apply and are reflected in the NEPA conditions listed below.

NEPA PROVISION

DOE has made a conditional NEPA determination for this award, and funding for certain tasks under this award is contingent upon the final NEPA determination.

Insert the following language in the award:

You are restricted from taking any action using federal funds, which would have an adverse affect on the environment or limit the choice of reasonable alternatives prior to DOE/NNSA providing either a NEPA clearance or a final NEPA decision regarding the project.

Prohibited actions include:

Program Area 1, Phase 2 (Tasks 1.4 – 1.9); including capital equipment installation (activity associated with 1.4), final design, earth moving, site prep, and construction activities associated with the construction of a utility-scale wind turbine pending the outcome of the environmental assessment.

This restriction does not preclude you from:

Program Area 1:

Phase 1: Pre-construction tasks (tasks 1.1 – 1.3); including the fully reimbursable down payment for 50% of the cost of the 2.5 MW Clipper wind turbine (activity associated with task 1.4).

Program Area 2: Tasks 2.1 – 2.7

Program Area 3: Task 3.1

If you move forward with activities that are not authorized for federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving federal funding and such costs may not be recognized as allowable cost share.

Note to Specialist :

This determination allows for a fully refundable 50% down-payment of the Clipper wind turbine and does not allow funding for final the remaining 50% or construction activities associated with the wind turbine installation. This determination allows these stipulated funds to be released under task 1.4 of the current SOPO established for this award.

This project still has NEPA conditions associated with specific tasks; therefore NEPA requests the project remain on ASAP approval.

SIGNATURE OF THIS MEMORANDUM CONSTITUTES A RECORD OF THIS DECISION.

NEPA Compliance Officer Signature:


NEPA Compliance Officer

Date:

8/16/10

FIELD OFFICE MANAGER DETERMINATION

Field Office Manager review required

NCO REQUESTS THE FIELD OFFICE MANAGER REVIEW FOR THE FOLLOWING REASON:

- Proposed action fits within a categorical exclusion but involves a high profile or controversial issue that warrants Field Office Manager's attention.
- Proposed action falls within an EA or EIS category and therefore requires Field Office Manager's review and determination.

BASED ON MY REVIEW I CONCUR WITH THE DETERMINATION OF THE NCO :

Field Office Manager's Signature:

Field Office Manager

Date:
