



Department of Energy
Washington, DC 20585

DEC 17 1992

Mr. Joseph J. Holonich, Director
Repository Licensing and Quality Assurance
Project Directorate
Division of High-Level Waste Management
Office of Nuclear Material Safety
and Safeguards
U.S. Nuclear Regulatory Commission
Washington, DC 20555

Dear Mr. Holonich:

This letter is in response to the U.S. Nuclear Regulatory Commission (NRC) letter dated September 24, 1992 (Holonich to Roberts) in which NRC transmitted to the U.S. Department of Energy (DOE) draft revisions of the "Procedural Agreement Between the U.S. Nuclear Regulatory Commission and the U.S. Department of Energy Identifying Guiding Principles for Interface During Geologic Repository Site Characterization," (hereafter referred to as the Procedural Agreement).

Also transmitted were draft revisions of the "Agreement Between the U.S. Department of Energy Office of Civilian Radioactive Waste Management and the U.S. Nuclear Regulatory Commission Division of High-Level Waste Management During Site Characterization Programs and Prior to the Submittal of an Application for Authorization to Construct a Repository," (hereafter referred to as the Repository Project-Specific Agreement).

As requested by NRC, DOE has reviewed all of the revisions incorporated to date by the NRC and prepared comments (enclosed) based upon suggestions of the Yucca Mountain Site Characterization Project Office (YMPO), the DOE Office of General Counsel, and internal Office of Civilian Radioactive Waste Management offices.

Also as requested by NRC in its letter of September 24, 1992, Appendix 1, paragraph c., "Telephonic Communications," has been amended to reflect specific and current YMPO supervisory and office titles, as well as a key designated YMPO Point of Contact, for the NRC to direct technical or general questions.

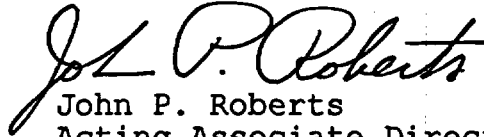
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Should you have questions in this regard, please contact Sharon Skuchko of my office at (202) 586-4590.

Sincerely,



John P. Roberts
Acting Associate Director for
Systems and Compliance
Office of Civilian Radioactive
Waste Management

Enclosure:

Comments on DOE/NRC Draft Revisions
to Procedural Agreements for a
Geologic Repository

cc w/Enclosure:

C. Gertz, YMPO
T. J. Hickey, Nevada Legislative Committee
R. Loux, State of Nevada
M. Baughman, Lincoln County, NV
J. Bingham, Clark County, NV
B. Raper, Nye County, NV
P. Niedzielski-Eichner, Nye County, NV
G. Derby, Lander County, NV
P. Goicoechea, Eureka, NV
C. Schank, Churchill County, NV
F. Mariani, White Pine County, NV
V. Poe, Mineral County, NV
E. Wright, Lincoln County, NV
J. Pitts, Lincoln County, NV
R. Williams, Lander County, NV
J. Hayes, Esmeralda County, NV
B. Mettam, Inyo County, CA
R. Carlson, NRC

COMMENTS ON DOE/NRC DRAFT REVISIONS TO PROCEDURAL AGREEMENTS
FOR A GEOLOGIC REPOSITORY

- o Procedural Agreement, page 1, title of Agreement, line 3: Retain "...Site Investigation and...." (refer to explanation on page 7 of comments).
- o Procedural Agreement, page 1, paragraph 1, line 2: The acronym "(NRC)" is deleted following "Nuclear Regulatory Commission." The abbreviation should be retained since it is subsequently used throughout the remainder of the Procedural Agreement.
- o Procedural Agreement, page 1, paragraph 1, lines 3 and 13: References to word "staff" should be deleted. Such references in these instances confuse those unfamiliar with this document and create the impression that the Procedural Agreement is an NRC-dictated document.
- o Procedural Agreement, page 1, paragraph 1, line 3: After "U.S. Department of Energy (DOE)", additional phrase should be inserted as follows:

"...and the U.S. Department of Energy (DOE) 'and its designated contractors' will observe in connection...."
- o Procedural Agreement, page 1, paragraph 1, line 5: "...Nuclear Waste Policy Act (NWPA) of 1982, as amended." should be changed to: "...Nuclear Waste Policy Act of 1982, as amended (NWPA)."
- o Procedural Agreement, page 1, paragraph 1, line 9: Delete "...as amended...." which follows abbreviation "NWPA".
- o Procedural Agreement, page 2, section 2.a., line 1: Insert the word "licensing" as follows:

"Technical meetings will be held between DOE and NRC technical/licensing staff to:"
- o Procedural Agreement, page 2, section 2.b., line 1: Insert the word "licensing" as follows:

"Technical exchanges will be held between DOE and NRC technical/licensing staff to:"
- o Procedural Agreement, page 2, section 2.c., line 5: Insert the preposition "to" as follows:

"...and issues; 'to' discuss plans for"

- o Procedural Agreement, page 2, section 2.c., line 8: Delete the word "generic" so that sentence reads: "...and to consult on what guidance is advisable...."
- o Procedural Agreement, page 2, section 2.c., last line of last sentence (line 13): Insert the following sentence after word "resources" as follows:

"...major commitment of resources as well as to resolve technical issues that have been elevated to upper management."
- o Procedural Agreement, page 2, section 2.c.: Add the following sentence to end of paragraph:

"Licensing and management meetings may be a forum for the negotiation of commitments and agreements on the acceptability of actions on the part of both agencies."
- o Procedural Agreement, page 3, section 3.a., line 1: Retain "...investigations...." (refer to explanation on page 7 of comments).
- o Procedural Agreement, page 3, section 4., "Samples": This section should reference Appendix 2 as the controlling guidance for sample acquisition by the NRC as follows:

"In accordance with Appendix 2 of the repository project-specific agreement and applicable DOE-controlled administrative procedures, DOE will"
- o Procedural Agreement, page 4, section 8., "QA Audits and Surveillances," line 1: Revise first sentence as follows: "NRC staff and', consistent with security access and safety rules,' representatives from"
- o Specific Agreement, page 1, paragraph 1, line 1: Add word "repository" to first sentence as follows:

"This agreement implements, on a 'repository' project-specific basis,"
- o Specific Agreement, page 1, paragraph 1, line 11: Add word "repository" to sentence as follows:

"Because this 'repository' project level agreement is"
- o Specific Agreement, page 1, paragraph 1, line 12: Add word "repository" to sentence as follows:

"...appendices detailing 'repository' project-specific items"

- o Specific Agreement, page 1, section 1., paragraph 2: Insert the following sentence after second sentence as follows:

"In addition, access will be subject to limitations concerning proprietary and privileged information."
- o Specific Agreement, page 1, section 1., paragraph 2, third sentence, line 7: Language within this sentence should be changed from: "Records as used above shall include" to: "Records as used above 'are defined as'"
- o Specific Agreement, page 2, section 2.A., "Interactions," paragraph 1, first sentence, line 3: To assure consistency with section 2.A., paragraph 2, line 6 (second sentence), the words "... posted prominently" should be changed to "...made available...."
- o Specific Agreement, page 2, section 2.A., "Interactions," paragraph 1: To assure consistency with section 2.f., of the Procedural Agreement, add the following sentence to the end of paragraph 1:

"These interactions will be open, with members of the public being permitted to attend as observers consistent with security access and safety rules."
- o Specific Agreement, page 2, section 2.B., "Licensing and Management Meetings": The following sentence should be added to end of paragraph:

"Licensing and management meetings may be a forum for the negotiation of commitments and agreements on the acceptability of actions on the part of both agencies."
- o Specific Agreement, page 3, section 2.C., "Interaction Reports," line 11 of paragraph: The sentence beginning, "Slides of presentations" should be revised to state, "Copies of presentation materials, with the exception of photographic slides, should be included as attachments to the minutes."
- o Specific Agreement, page 3, section 2.C., "Interactions Report," last two sentences (from top of page 3, lines 20-24):

Replace last two sentences with sentence as follows:

"Interaction reports will be provided to the State, affected units of local government, affected Indian Tribes, and the NRC and DOE PDRs. NRC will provide the joint reports. If DOE and NRC issue separate reports, each agency will be responsible for providing only its own report."

- o Specific Agreement, page 4, section 3.B., first sentence (top of page), line 1, first word: To assure consistency with item c., in Appendix 1, change word "Technical" to "Telephonic".
- o Specific Agreement, page 4, section 3.C., "Site Investigation and Site Characterization Data for the Potential Repository Site": Delete "Site Investigation and" from title.
- o Specific Agreement, page 4, section 3.C., paragraph 2, first sentence, line 2: Delete "... site investigation and"
- o Specific Agreement, page 4, section 3.C., paragraph 3, fourth sentence, lines 9 and 10: The words "... are developed or" should be deleted to revise sentence as follows: "As these data bases become available online to the participants,"
- o Specific Agreement, page 5, section 3.C., paragraph 2, line 4: Revise sentence as follows:
 "... and provide to DOE an inventory of ', and access to,' data as described"
- o Specific Agreement, page 5, section 3.C., paragraph 3, first sentence, line 1: Revise sentence as follows:
 "Upon request 'by DOE or NRC, either party' will provide 'the other' a controlled copy(ies) of any"
- o Specific Agreement, page 5, section 3.C., paragraph 3, first sentence, line 6: The word "privileged" should be inserted into sentence as follows:
 "... subject to resolution of proprietary', privileged,' or licensing concerns."
- o Specific Agreement, page 5, section 3.C., paragraph 3, second sentence, line 7: Revise sentence as follows:

"Such programs will be available to NRC 'or DOE' upon citation in a"

- o Specific Agreement, page 5, section 3.C., paragraph 3, second sentence, line 8: The words "either party" should be inserted in lieu of "DOE" as follows:

"...programmatic document (i.e., documents published by 'either party')."

- o Specific Agreement, page 5, section 3.C., paragraph 3, third sentence, line 8: The words "Each party" should be inserted in lieu of "NRC" as follows:

'Each party' must maintain this software"

- o Specific Agreement, page 5, section 3.C., paragraph 3, fifth sentence, lines 11 and 12: The words "Each party" should be inserted in lieu of "DOE" and "NRC" as follows:

"'Each party' will provide relevant specifications for use of requested software; however, 'each party' will be responsible"

- o Specific Agreement, page 6, section 6., "Effective Date": Add below signature block for the DOE Associate Director for Systems and Compliance the following:

Associate Director for
Geologic Disposal
Office of Civilian Radioactive
Waste Management
U.S. Department of Energy

- o Specific Agreement, "Appendices" page:

1. Correct spelling of "Appendicies" to "Appendices"
2. Title for "Appendix 2" should be corrected to reflect deletion of "Site Investigation and"
3. Title for "Appendix 7" should be corrected to reflect deletion of "...Investigation and"

- o Specific Agreement, Appendix 1, "Telephonic Communications," page 2, section c.:

Revise section c., as follows:

"c. Telephonic Communications

Formal transmittal of technical information to the NRC shall be through the Office of Systems and Compliance. The points of contact for informal, technical communications (e.g., telephone calls) are listed below:

<u>AREA</u>	<u>YMPO STAFF</u>
Quality Assurance	Director, Yucca Mountain Quality Assurance Division
Performance Assessment	Chief, Technical Analysis Branch (YMPO)
Waste Package and Repository Engineering	Chief, Field Engineering Branch (YMPO)
Exploratory Studies Facility (ESF) Design and Construction	Chief, Exploratory Studies Facility Branch (YMPO)
Site Characterization Testing (including ESF)	Chief, Site Investigations Branch (YMPO)
Regulatory or technical topics not covered above	Chief, Regulatory Interactions Branch (YMPO)"

- o Specific Agreement, Appendix 1, "Telephonic Communications," section d.: Delete NRC On-Site Representative from section c., and address in d., as follows:

"d. NRC On-site Representative (OR)

Communications and interactions between the NRC OR and DOE are discussed in Appendix 7."

- o Specific Agreement, Appendix 2: Revise title by deleting "Site Investigation and"
- o Specific Agreement, Appendix 2, paragraph 1, second sentence, line 5: Insert words "Upon review and acceptance of the request," at beginning of second sentence as follows:

"'Upon review and acceptance of the request,' DOE will arrange for NRC to receive such requested materials"

- o Specific Agreement, Appendix 7, page 1: Title should be revised by deleting "...Investigation and"
- o Specific Agreement, Appendix 7, page 1, section 1., paragraph 1, first sentence, line 3: Delete "...and site investigation"
- o Specific Agreement, Appendix 7, page 1, section 1., paragraph 3, line 6, and top of page 2, line 1:

Revise sentence as follows:

"...contacting the DOE YMPO Regulatory Interactions Branch Chief or designated DOE staff member."

- o Specific Agreement, Appendix 7, page 3, section 7, paragraph 1, lines 3 and 4: Delete "...and site investigation...."
- o Specific Agreement, Appendix 7, page 3:

Add section 9., as follows:

"9. The DOE YMPO may provide, to the NRC OR, the information required to execute DOE responsibilities under Appendix 7 by informal note, by telephone, or by personal contact. Such communications shall adhere to the procedures for communication and information release specified elsewhere in the Procedural Agreement and the Repository Project-Specific Agreement."

- * Reference to "Site Investigation and Site Characterization" is correct in its usage within the Procedural Agreement; whereas, deleting all references to "Site Investigation" within the repository project-specific agreement is correct as it is no longer applicable to this agreement. However, should a second site enter into a site investigation phase prior to an official recommendation for site characterization, either the repository project-specific agreement would have to be rewritten or a different agreement prepared.