

MINUTES FROM THE OCTOBER 28, 1991
PROCEDURAL AGREEMENTS MEETING

On October 28, 1991, staff from the U.S. Nuclear Regulatory Commission (NRC) met at NRC headquarters with representatives from the U.S. Department of Energy (DOE) for a follow-up procedural agreements meeting. The purpose of the meeting was to discuss and resolve pending issues from the previous procedural agreements meeting on September 12, 1991. These issues involve proposed revisions to the "Procedural Agreement Between the NRC and the DOE Identifying Guiding Principles for Interface During Site Investigation and Site Characterization" (hereinafter referred to as the Morgan-Davis agreement), and the "Agreement Between the DOE's Office of Geologic Repositories Projects and NRC's Division of Waste Management During the Site Investigation and Characterization Programs and Prior to the Submittal of an Application for Authorization to Construct a Repository" (hereinafter referred to as the site-specific agreement). No representatives from the State of Nevada or the affected units of local governments attended, although they were notified prior to the meeting. A list of attendees is found in Attachment 1.

At the meeting, the NRC staff and DOE conducted a line-by-line review of the procedural agreements document, found in Attachment 2. As reflected in the document, newly proposed language is denoted with brackets [], and old language proposed for deletion is marked through with a line.

In addition, a list of nine open items stemming from the September 12, 1991 procedural agreement meeting was discussed between NRC and DOE staff, found in Attachment 3. The status of each item is as follows:

1. DOE elected not to expand the scope of the Morgan-Davis and site-specific agreements to include the Monitored Retrievable Storage facility and transportation of high-level nuclear waste. They indicated that these issues would be addressed in the future in some other separate agreement.
Status - Closed

2. DOE stated that it would maintain the original language found in Section 2A of the site-specific agreement reference their requirement to post schedules on future meetings in DOE local and headquarters public document rooms. Status - Closed

3. DOE said that they agreed to the revision in Section 2A of the site-specific agreement allowing for discussion among all affected parties for deviations from agreed to agendas. Status - Closed

4. DOE has concerns with the NRC staff's newly proposed language for Section 3C of the site-specific agreement. DOE feels that these newly proposed requirements force them to configure and implement a data management system to support NRC's evaluation of site characterization data, versus addressing their own data management needs. DOE said that they do not currently have the type of data management system in operation that NRC proposes, and were not planning on developing such a capability in the future. DOE proposed some new language for this section that better fits within the scope of their current data management capabilities. The NRC staff stated that they would have to check with their data management experts before agreeing to DOE's proposed changes. Status - Open

5. NRC and DOE have not agreed to the proposed wording of Appendix 5 of the site-specific agreement. Specifically, NRC proposed the change that would eliminate the current requirement to return all uncontaminated core samples not destroyed in testing to YMPO. In response, DOE proposed to replace Appendix 5 with the current Yucca Mountain Project Office (YMPO) procedure used when dealing with the State of Nevada, contractors, and other activities for requesting and acquiring core samples. NRC requested that DOE provide its staff with a copy of DOE's procedures to allow for appropriate review. Additionally, DOE stated that YMPO would draft a Waste Sampling Acquisition Procedure that would become part of Appendix 5. This was in reference to the "NRC Request for Borosilicate Glass Samples" letter, dated May 30, 1991, which stated that a procedure for acquisition of waste samples could be covered in the site-specific agreement versus a separate agreement. The NRC staff responded that it would have to review DOE's procedures for requesting and acquiring samples prior to agreeing to any proposed changes. (It should be noted that NRC's current interest relates to procedures for requesting and acquiring simulated or non-radioactive waste form samples.) DOE indicated that the YMPO had been notified of NRC's request, and was in the process of forwarding this information to the NRC staff. A copy of DOE's request is found in Attachment 4. Status - Open

6. NRC proposed the revision in Appendix 5 of the site-specific agreement that would eliminate the YMPO Manager from the direct request channel for site samples, and replace him with the Associate Director for Systems and Compliance. This proposed revision becomes moot if the YMPO core samples handling procedure referenced in Item 5 is accepted by NRC.
Status - Closed

7. NRC and DOE have not come to agreement on the proposed language in Appendix 7 of the site-specific agreement. Specifically, DOE proposed revisions that require the NRC On-Site Representative (OR) to go through the project's Regulatory Interactions Branch in order to interface, in person, with any of DOE's contractors or principal investigators. The NRC staff objected to DOE's proposed revision because it believes that this change is more restrictive in nature than the existing agreement, thus reducing the NRC OR's flexibility. DOE responded that this proposed revision would only affect face-to-face interactions between the NRC OR and DOE contractors. DOE indicated that it did not have a problem with the NRC OR interacting directly with DOE contractors by telephone. NRC still felt that this proposed revision by DOE was too restrictive, and neither party could agree on mutually acceptable language. Both NRC and DOE agreed that this item should be elevated to higher management for resolution.
Status - Open

8. As previously mentioned, NRC and DOE have not come to agreement on the proposed language in Appendix 7 of the site-specific agreement. Specifically, DOE proposed revisions that require the NRC OR to go through the cognizant DOE manager to gain access to relevant site records. Although the NRC staff did not object to requesting copies of contractor documents through the cognizant DOE manager, covered under the original language of Appendix 7, the proposed revision would also require the OR to go through the same DOE manager to review the documents. Again, NRC believes that this is more

restrictive in nature than the existing agreement, thus limiting the NRC OR's flexibility. Neither party could agree on mutually acceptable language, and both agreed to elevate this issue to higher management for resolution.

Status - Open

9. DOE raised an issue concerning NRC access to DOE data bases, and to what extent the public has access to this same information. Both NRC and DOE reached mutual consent that the Sunshine Act obligated DOE to provide all State, affected units of local government, and affected Indian Tribes equal access to all relevant DOE generated information. Status - Closed

Both NRC and DOE representatives agreed that they would broach the remaining open items with their respective technical and management staffs, and try to reach some resolution before scheduling the next follow-up meeting. Additionally, all other proposed revisions to the procedural agreement that were agreed upon at the meeting were subject to management approval from both parties.

 3/5/92

Robert D. Carlson, Project Manager
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

 3/5/92

Linda J. Desell, Chief
Regulatory Integration Branch
Office of Civilian Radioactive
Waste Management
U.S. Department of Energy

October 28, 1991

PROCEDURAL AGREEMENT MEETING
ATTENDEES

| <u>NAME</u> | <u>ORGANIZATION</u> | <u>PHONE NO.</u> |
|----------------|---------------------|------------------|
| Tom Bjerstedt | DOE/YMPO | FTS 544-7590 |
| Gene Roseboom | USGS Dir. Office | FTS 959-4422 |
| Linda Desell | DOE/RW-331 | (202) 586-1462 |
| Sharon Skuchko | DOE/RW-331 | (202) 586-4590 |
| Joe Holonich | NRC/HLPD | (301) 504-3391 |
| Bob Carlson | NRC/HLPD | (301) 504-2435 |

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 INVESTIGATION AND SITE CHARACTERIZATION

This Procedural Agreement outlines procedures for staff consultation and exchange of information which the [U.S. Nuclear Regulatory] Commission (NRC) [staff] and the [U.S.] Department of Energy (DOE) will observe in connection with the characterization of sites for a geologic repository under the Nuclear Waste Policy Act [NWPA] of 1982, [as amended]. The purpose of these procedures is to assure that an information flow is maintained between the two agencies which will facilitate the accomplishment by each agency of its responsibilities relative to site investigation and characterization under the National-Waste Policy-Act [NWPA] [of 1982, as amended]. The agreement is to assure that NRC receives adequate information on a timely basis to enable NRC to review, evaluate, and comment on those DOE activities of regulatory interest in accordance with DOE's project decision schedule and thereby facilitate early identification of potential licensing issues for timely staff resolution. The agreement is to assure that DOE has prompt access to NRC for discussions and explanations relative to the intent, meaning and purpose of NRC comments and evaluations on DOE activities and so that DOE can be aware, on a current basis, of the status of NRC actions relative to DOE activities.

[Schedules related to] this Procedural Agreement shall be subject to the provisions of any project decision schedule that may hereafter be established by DOE, and any regulations that may hereafter be adopted by NRC, pursuant to law. In particular, nothing herein shall be construed to limit the authority of the Commission to require the submission of information as part of a general plan for site characterization activities to be conducted at a candidate site or the submission of reports on the nature and extent of site characterization activities at a candidate site and the information developed from such activities.

1. NRC On-Site Representatives

As early as practicable following area phase field work, NRC on-site representatives will be stationed at each [any] site undergoing investigation principally to serve as a point of prompt informational exchange and consultation and to preliminarily identify concerns about such investigations relating to potential licensing issues.

2. Meetings [Interactions]

From the time this agreement is entered into, and for so long as site characterization activities are being planned or are in progress, DOE and NRC will schedule and hold meetings [interactions] periodically as provided in this section. [Interactions are classified as meetings and technical exchanges or-site-visits.] A written report agreed to by both DOE and NRC will be prepared for each meeting [interaction.] including-agreements reached.

- a. Technical meetings [interactions] will be held between DOE and NRC technical staff to: review and consult on interpretations of data; identify potential licensing issues; agree upon the sufficiency of available information and data; and agree upon methods and approaches for the acquisition of additional information and data as needed to facilitate NRC reviews and evaluations and for staff resolution of such potential licensing issues.
- b. Periodic [licensing and] management meetings will be [held] at-the site-specific-project-level whenever necessary, but at least [semi-annually] quarterly, to review the summary results of the technical meetings [interactions]; to review the status of outstanding concerns and issues; discuss plans for resolution of outstanding items and issues; to update the schedule of technical meetings and other actions needed for staff resolution of open items regarding site characterization programs; and to consult on what generic guidance is advisable and necessary for NRC to prepare. Unresolved management issues will be promptly elevated to upper management for resolution.
- c. Early technical meetings [interactions] will be scheduled [as needed] to discuss written NRC comments on DOE documents such as [Field Study] Site-Characterization Plans, DOE's semi-annual progress reports, and technical reports to foster a mutual understanding of comments and the information or activities needed for staff resolution of the comments.
- d. In formulating plans for activities which DOE will undertake to develop information needed for staff resolution of potential licensing issues, DOE will meet with NRC to provide an overview of the plans so that NRC can comment on their sufficiency. These discussions will be held sufficiently early so that any changes that NRC comments may entail can be duly considered by DOE in a manner not to delay DOE activities.
- e. Schedules of activities pertaining to technical meetings [interactions] will be made publicly available. Potential host States, [affected units of local government,] and affected Indian Tribes [,-and] will be notified and invited to attend technical meetings [interactions] covered in this section (Section 2, Meetings [Interactions]). The notification will be given on a timely basis by the-DOE [by the NRC ten working days two weeks prior to the interaction, where possible]. These technical meetings [interactions] will be open meetings with members of the public being permitted to attend as observers.

3. Timely Release of Information

- a. Data collected during site investigations will be made available to NRC on a current, continuing basis after the DOE (or DOE contractor) quality-assurance checks that are inherent in determining that the data has [have] been obtained and documented properly [in accordance with applicable quality assurance requirements and procedures.]

b. DOE's analyses and evaluations of data will be made available to NRC in a timely manner.

4. Site-Specific Samples

Consistent with mutually agreed on procedures, DOE will provide NRC with site-specific samples to be used by NRC for independent analysis and evaluation.

5. Agency Use of Information

It is understood that information made available to either agency under this agreement may be used at that agency's option in carrying out its responsibilities.

6. Project Specific Agreements

~~Project-specific-agreements-to-implement-the-above-principles-will-be negotiated-within-120-days-of-the-time-this-agreement-is-entered-into. These-project-specific-agreements-will-be-tailored-to-the-specific projects-to-reflect-the-differences-in-sites-and-project-organizations.~~

[Specific agreements will be developed for each project and site under investigation.]

7. Nothing in this agreement shall be construed as limiting forms of informal consultation not mentioned in this agreement (for example, telephone conversation or exchanges of reports). These other consultations will be documented in a timely manner.

[8.] [QA Audits and Surveillances]

[NRC staff and representatives from affected units of State, local governments, and Indian Tribes will be permitted to observe DOE QA audits and surveillances. In addition, the NRC may perform audits of DOE and participant QA programs.]

Robert L. Morgan, Project Director
Nuclear Waste Policy Act
Project Office
[Office of Civilian Radioactive
Waste Management]
U.S. Department of Energy

John G. Davis, Director
and Safeguards
U.S. Nuclear Regulatory Commission

Date: _____

Date: _____

AGREEMENT BETWEEN THE [U.S.] DEPARTMENT OF ENERGY'S [(DOE)] OFFICE OF GEOLOGIC
REPOSITORIES-PROJECTS-{BWIP, NNWSI, SRP, GRP} [CIVILIAN RADIOACTIVE WASTE
MANAGEMENT] AND THE [U.S.] NUCLEAR REGULATORY COMMISSION'S [(NRC)]
DIVISION OF [HIGH-LEVEL] WASTE MANAGEMENT DURING THE SITE INVESTIGATION AND
CHARACTERIZATION PROGRAMS AND PRIOR TO
THE SUBMITTAL OF AN APPLICATION FOR AUTHORIZATION TO CONSTRUCT A REPOSITORY

This agreement implements, on a project-specific basis, the Procedural Agreement made between the [U.S. Nuclear Regulatory] Commission (NRC) and the [U.S.] Department [of Energy] (DOE) and supersedes all previous project-specific agreement(s) between NRC (Division of [High-Level] Waste Management) and DOE (Office of Geologic Repositories [Civilian Radioactive Waste Management]) regarding information exchange and consultation for potential repository sites. This agreement implements Section 6 of the DOE/NRC Procedural Agreement which requires that project-specific agreements, tailored to the specific project and reflecting differences in sites and project organizations be negotiated to implement the principles established in the Procedural Agreement. Because this project level agreement is drawn to implement the principles set forth in the Procedural Agreement, appendices detailing project-specific items [will be developed] as necessary are attached. These appendices will be updated, added to, or changed as required. Nothing in this agreement shall be construed either to modify the Procedural Agreement in any way or to confer [rights] with on any party other than the parties to these agreements.

1. NRC On-Site Representatives (ORs)

At such time as the NRC ORs are stationed at [the] each site, they are to be provided with office space that can be readily visited by members of the public and is near the DOE Project Offices and site activities (where Project Office and site activities are not convenient to one another, two separate offices will be provided). Where such office space can be provided[.] in DOE facilities, DOE is to provide such space. Otherwise, the DOE is to provide space in its facilities near the Project Offices and site activities[.] and the NRC is to provide space that can be visited by the public.

The NRC OR shall be afforded access to personnel, project records and facilities at the respective site, geologic repository operations area and adjacent areas, research facilities and other contractor and subcontractor areas. Access will be subject to applicable requirements for proper identification and compliance with applicable access control measures for security, radiological protection and personnel safety. Records as used

~~"Procedural Agreement Between the U.S. Nuclear Regulatory Commission and the U.S. Department of Energy Identifying Guiding Principles for Interface During Site Investigation and Site Characterization" herein referred to as the Procedural Agreement (FR-48,38701)~~

above shall include all records that would be generally relevant to a potential licensing decision by the Commission. Included in this category are records kept by DOE and DOE contractors and subcontractors accessible to DOE.

Project-specific conditions are discussed in the appendices.

2. Meetings [Interactions]

A. ~~Technical-Meetings~~-[Technical Interactions]

Schedules agreed on, pursuant to Section 2e of the Procedural Agreement, for future [interactions] meetings covering approximately a three month period will be updated at least weekly and posted prominently in the local and headquarters public document rooms (PDRs) of both the NRC and the DOE. In addition, a toll-free telephone service[s] will be operated by DOE headquarters [and NRC] to announce the meeting schedules. A description of this process for making the schedule of upcoming [interactions] meetings publicly available will be provided by a DOE annual Federal Register Notice. Affected ~~State/tribal-representatives~~ [Representatives from the State of Nevada, affected units of local governments, and affected Indian Tribes] and will be given the opportunity to participate at the technical meetings [interactions].

Dates for major technical meetings [interactions] will be agreed to as far in advance as is practicable with a goal of four months in advance. Final agreement as to agenda and participants normally will both be reached a minimum of 10 working days prior to the scheduled date for the meeting and be posted in the PDRs. Deviations from the agreed to agenda [will be discussed among all] ~~are-permitted-upon-agreement-of NRC, and the cognizant DOE, Project Office and~~ [all organizations that participate in developing the agenda]. [Changes will be agreed upon by DOE and NRC.] Although both agencies will use their best efforts to provide the indicated lead times, nothing in this section shall be construed as preventing the scheduling of technical meetings [interactions] with shorter lead times by mutual [agency] agreement. ~~The-host-agency-has-the-responsibility-for-organizing-and-conducting technical-meetings.~~

B. [Licensing and] and Management Meetings

As part of the discussion during [licensing and] management meetings held under Section 2b of the Procedural Agreement, issues related to policy, budget, program scope, commitment of resources and program schedules may be included as appropriate. ~~The-host-agency-has-the-responsibility-for-organizing-and-conducting-management-meetings.~~ The procedures established in Section 2A above regarding dissemination of schedules and agendas for the technical meetings [interactions] will also be used to disseminate schedules and agendas for the [licensing and] management meetings.

C. Meeting [Interactions] Reports

A-meeting-report-containing-a-summary-of-important-observations-and issues-discussed-at-meetings-will-be-jointly-prepared-by-DOE-and-NRC for-the-Technical-and-Management-meetings-discussed-above,-and-signed or-initialed-by-representatives-of-both-agencies-at-the-conclusion-of each-meeting. [The format of the interaction report should include a short introductory paragraph stating the date of the meeting, the organizations that participated, and the purpose. Attached to the minutes should be the list of attendees. In the body, the minutes should describe the presentations made and the discussions held during the interaction meeting. Information presented in the minutes will only report the events that took place during the interaction meeting. Slides of presentations should be included as attachments to the minutes. Following preparation of the minutes and an informal review within DOE and NRC to assure accuracy, the NRC and DOE lead representatives will sign the minutes.] An opportunity will be provided for State/affected-tribal representatives [from the State of Nevada, affected units of local government, and affected Indian Tribes and] to [include in the summary any positions they had taken in the interaction.] add-their-comments-and-observations-to-and-initial-the-meeting summary.--A-standard-format-shown-in-Appendix-6,-will-be-used-in-the preparation-of-meeting-reports. The DOE [and NRC] will issue [interaction] meeting reports within two-weeks [thirty days] after the [interaction] meeting. The [NRC] DOE will also provide the meeting [interaction] reports to the-affected [the State of Nevada, affected units of local government, affected Indian Tribes, and] States-and-Indian-Tribes and its PDRs. The NRC [DOE] will distribute [interaction] meeting reports to its [headquarters and host state] PDRs.

3. Timely Release of Information

A. Report Inventory

Each agency will develop as soon as practicable and thereafter maintain and exchange an inventory of [in progress and completed] reports [and products.] plans,-procedures,-and-technical-positions-(products)-both completed-and-in-process.--This-inventory-will-include-descriptions of-product-scope-and-purpose-as-well-as-the-scheduled-dates-for completion-of-draft-and-final-products. The inventories will be updated and exchanged at least quarterly [semi-annually.] This will allow each agency to request products from the other. and-thereby-influence priorities-for-release.

B. Points of Contact

Respective points of contact for the-individual DOE project and the NRC are defined in [appropriate appendices] the appendix. Either agency may change their points of contact unilaterally with prior notification to the other party. Other organizations within the NRC will work through these designated points of contact within the NRC's

Division of [High-Level] Waste Management for interactions with the DOE's Office of Geologic [Civilian Radioactive Waste Management] Repositories-Projects. Details of the information exchange will be determined by the-individual-project [DOE] requirements and defined in the [appendices] appendix as appropriate.

Technical communications [covered under Item C in Appendix 1] are intended solely for the exchange of information and ideas by NRC and DOE personnel involved in the various technical areas relating to the site information program for [the] potential repository site. Individuals participating in such communications have no authority to present official NRC or DOE positions or to make official policy statements on behalf of either NRC or DOE.

C. Site-Investigation and Site Characterization Data for [the] Potential Repository Site.

To keep the NRC on-site representative informed regarding what data will be forthcoming and when, DOE will notify the [on-site] representative of the schedule of planned field and laboratory testing covering as long a period as practicable. The representative will also be notified of changes to the test schedule. The-schedule-and-any notification-of-changes-to-the-schedule-will-also-be-provided-to-the cognizant-NRC-Repository-Project-Branch-Section-Leader--(see Appendices-1-4).

The DOE will develop as soon as practicable and thereafter maintain a catalog of [all site investigation and characterization] data [except those data excluded by law. Descriptions of data on the catalog will include: time, place, and method of acquisition; an indication of the scope of the information; and the location where they may be examined.] This-catalog-will-include-descriptions-of: the-data; the-time, place, and-method-of-acquisition; and-where-it-may-be-examined. This catalog will be [maintained in computer data base, readily available for read-only access by the NRC as soon as possible in DOE/NRC mutually agreed to computer readable formats]. It will be updated [in accordance with project procedures.] [concurrently-with-the-acquisition-of-any-new-data.--A-description-of-the-data-catalog, information-and-protocols-on-accessing-it-by-computer [When developed and implemented, and-contacts-for-information-and]-and provided-to-NRC-at-least-quarterly. [revisions to of the documentation procedures for accessing maintaining the data catalog will be provided to NRC as they are made. If-requested by NRC, DOE will revise the data catalog on a quarterly basis and provide NRC with a hard-copy or a mutually agreeable electronic format and medium, until computer access is available.]

Upon NRC request and at a location chosen by the DOE, the DOE will make data available to the NRC for examination.

After the quality assurance checks specified in Section 3a of the Procedural Agreement have been completed [(]which will normally be within 45 days from data acquisition either in the laboratory or in

the field[]], data will be provided to the NRC in hard copy format or in a mutually agreeable electronic format and medium upon request. As site characterization proceeds, the DOE may find it advantageous to maintain electronic data bases containing reduced or interpreted values, for use in calculations and design. As these data bases are developed or become available online to the participants, the NRC will be allowed online read-only computer access to these systems, provided that all questions of security and comparable access to the State and the public can be resolved in a manner that protects the integrity of the system.]

Because of the preliminary nature of these data, all such data placed in the PDR will carry the following caveat: "QA checks on data contained here have only been performed to determine that the data has been obtained and documented properly. The DOE cautions that any information is [incomplete and] preliminary. and [This information is] subject to change as-further-analyses-are performed-or-as-an enlarged-and-perhaps [as a] more representative data base is accumulated. These-data-and [Any analyses and] interpretations should be used [made] accordingly."

The NRC will also notify the DOE of its schedule (and those of its contractors) of planned field and laboratory testing conducted at or with samples from [the] potential repository site and will establish, maintain, update, and provide to the DOE inventory of data as described in the preceding paragraph [s].

4. ~~Site-Specific~~ Samples

[In accordance] with the [repository project administrative] procedures specified-in-Appendix-5, the DOE will provide the NRC with ~~site-specific~~ samples.

5. Terms of Agreement

The terms of this agreement ~~will-be-reviewed-annually-and~~ may be amended at any time by mutual consent, in writing.

6. Effective Date

This agreement shall enter into force on the latter date of signature by the parties.

Signature Blocks

DOE

NRC

Associate
Director for Systems
and Compliance]
[Office of Civilian Radioactive
Waste Management]
[U.S. Department of Energy]

[Project 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]

Appendix 1[3] - BWIP [Reserved]

1. Points of contact between NRC and DOE projects

a. Formal communications

BWIP Project Manager to and from NRC BWIP Project Section Leader

| <u>DOE</u> | <u>NRC</u> |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project Officer Manager U.S. Department of Energy Richland Operations Office BWIP Project Office P.O. Box 550 Richland, WA 99352 | Section Leader BWIP Project Section Division of Waste Management U.S. Nuclear Regulatory Commission 11555 Rockville Pike Rockville, MD 20852 |

b. Technical communications

| <u>Area</u> | <u>NRC</u> | <u>BWIP Staff/ Contractors</u> |
|------------------------|-------------------------------------------------------------------------|------------------------------------|
| Performance Assessment | Salt Project Section Leader or designee | R. T. Wilde |
| Repository Design | Mining, Geoengineering Facility Design Section Leader or designee | R. J. Gimera |
| Quality Assurance | BWIP Project Section Leader or designee | M. S. Karol |
| Geology | Geology/Geophysics Section Leader or designee | S. M. Price |
| Geochemistry | Geochemistry Section Leader or designee | P. F. Salter |
| Hydrogeology | Hydrology Section Leader or designee | G. S. Hunt |
| Waste Package | Materials Engineering Section Leader or designee | M. J. Smith |
| General | BWIP Project Section Leader or designee | J. Mecca |

Appendix 2 [Reserved]

1. Points of contact between NRC and DOE projects

a. Formal Communications

Salt Repository Project Office (SRPO) Manager to and from NRC Salt Project Section Leader

| <u>DOE</u> | <u>NRC</u> |
|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Manager Salt Repository Project Office U.S. Department of Energy 505 King Avenue Columbus, OH 43201 | Section Leader Salt Project Section Division of Waste Management U.S. Nuclear Regulatory Commission 11555 Rockville Pike Rockville, MD 20852 |

b. Technical Communication

| <u>Area</u> | <u>NRC</u> | <u>SRPO Staff/ Contractors</u> |
|------------------------|-------------------------------------------------------------------------|------------------------------------|
| Quality Assurance | BWIP Project Section Leader or designee | TBD |
| Performance Assessment | Salt Project Section Leader or designee | TBD |
| Waste Package | Materials Engineering Section Leader or designee | TBD |
| Repository | Mining, Geoengineering Facility Design Section Leader or designee | TBD |
| Exploratory Shaft | Mining, Geoengineering Facility Design Section Leader or designee | TBD |
| Geology | Geology/Geophysics Section Leader or designee | TBD |
| Hydrology | Hydrology Section Leader or designee | TBD |
| Geochemistry | Geochemistry Section Leader or designee | TBD |

Appendix 3-- NNWSI [1 Yucca Mountain Site Characterization Project Office(YMPO)]

1. Points of contact between NRC and DOE [concerning Yucca Mountain site characterization]

- [a.] [10 CFR Part 60 Level Communications (e.g., Site Characterization Plan (SCP); Site Characterization Analysis; SCP Progress Reports; comments on these documents)]
[Director, NRC Office of Nuclear Material Safety and Safeguards to and from Director, DOE Office of Civilian Radioactive Waste Management]

[DOE]

[Director
Office of Civilian
Radioactive Waste
Management
U.S. Department of Energy
Washington, D.C. 20585]

[NRC]

[Director
Office of Nuclear Material Safety
and Safeguards
U.S. Nuclear Regulatory Commission
Mail Stop 6-E-6
Washington, D.C. 20555]

[b.] a. Formal communications

~~NNWSI-Project-Manager-to-and-from-NRC-NTS-Project-Section-Leader~~
[DOE Associate Director for Systems and Compliance to and from NRC
Project Director, Repository Licensing and Quality Assurance Project
Directorate]

DOE

~~Director, Waste-Management
Project-Office
DOE-Nevada-Operations-Office
P.O. Box-14100
Las-Vegas, NV--89114~~

NRC

~~Section-Leader [Project Directorate]
[Repository Licensing and Quality
Assurance Project Directorate]
Division of [High-Level] Waste
Management
U. S. Nuclear Regulatory
Commission
Mail Stop 4-H-3
Washington, D.C. 20555;~~

[Associate Director for Systems
and Compliance
Office of Civilian Radioactive
Waste Management
U. S. Department of Energy
Washington, D.C. 20585]

[c.] b. Technical Communications

| <u>Area</u> | <u>NRC</u> | <u>NNWSI [YMPO] Staff/ Contractors</u> |
|------------------------|----------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| Quality Assurance | BWIP-Project [Quality Assurance] Section Leader or designee | Michael-Spaeth, SAI [Chief, Regulatory Integration Branch Yucca Mountain Project Office] |
| | | *(applicable to all technical communications areas)] |
| Performance Assessment | SAI-Project [Repository Performance Assessment] Section Leader or designee | [*]Thomas-Hunter, SNL |
| Waste Package | Materials Engineering Section Leader or designee | [*]Larry-Ramspott, LLNL |

| <u>Area</u> | <u>NRG</u> | <u>SRPO-Staff/ Contractors</u> |
|--------------------------------------|-----------------------------------------------------------------------------------------------|------------------------------------|
| Geologic Repository Operations Area | Mining [Geotechnical Engineering] Geoenvironmental Facility-Design Section Leader or designee | [*]Thomas-Hunter, SNL |
| Exploratory Shaft [Studies Facility] | Mining [Geotechnical Engineering] Geoenvironmental Facility-Design Section Leader or designee | [*]Donald-Oakley, LLNL |
| Geology | Geology[-]Geophysics Section Leader or designee | [*]William-Dudley, USGS |
| Hydrology | Hydrology[Hydrologic Transport] Section Leader or designee | [*]William-Dudley, USGS |
| Geochemistry | Geochemistry [Hydrologic Transport] Section Leader or designee | [*]Donald-Oakley, LLNL |
| [On-Site Representative] | [Repository Licensing and Quality Assurance Section Leader or designee] | [*] |

[d.] [NRC On-site Representatives (ORs)]

[The NRC ORs shall have independent office facilities in Las Vegas, Nevada.]

Appendix [4] - [Reserved]

1. Points of contact between NRC and DOE projects

a. Formal Communications

DOE

Manager
Crystalline Repository
Project Office
DOE Chicago Operations Office
9800 South Cass Avenue
Argonne, IL 60439

NRC

Chief, Repository Projects Branch
Division of Waste Management
U. S. Nuclear Regulatory
7915 Eastern Avenue
Silver Spring, MD 20910

b. Technical Communications

TBD

2. Other Project-Specific Features

Consistent with the provisions of Section 1 of the Procedural Agreement, the NRC Onsite Representatives (OR) for the CPO will be stationed

Appendix 5

ACQUISITION OF SITE-SPECIFIC SAMPLES DURING SITE INVESTIGATION AND SITE CHARACTERIZATION [ACTIVITIES] BY-NRC-CONTRACTORS

* [This appendix is under review, and will be replaced by YMPO Samples Acquisition Procedures]

[U.S.] Nuclear Regulatory Commission [NRC] contractors need, in some instances, site-specific samples of [geologic, hydrologic, and engineering materials] rock, minerals, and ground-water or brine from [related to] the site being studied by the [U.S.] Department of Energy (DOE) as [a] potential geologic repository[y] for high-level radioactive waste. The NRC contractors need such samples to carry out selected independent site-specific investigations and relevant research supporting the NRC's licensing responsibilities. The DOE will support these projects with site-specific [requested] samples to the extent practicable. [Examples of the kinds of repository-related examples that NRC might request include the following: drill hole cores; simulated high level waste glass; well water; vadose water; waste package materials; backfill materials or other engineered barriers; grouting grouting or sealing materials; muck from excavations and possibly spent fuel; etc.]

In order to facilitate satisfying NRC requests for site-specific samples with a minimum of inconvenience to all parties, the following points are agreed to:

1. [The] Each DOE field project office will identify [its] their designee to the respective NRC Project Section-Leader [Director, Repository Licensing and Quality Assurance Project Directorate] and where-available the NRC on-site representative [OR], for all communication concerning the procurement of site-specific samples by NRC contractors.
2. Written requests to the DOE for site-specific samples for NRC contractors will originate from the NRC Project Section-Leader [Director, Repository Licensing and Quality Assurance Project Directorate], and will be transmitted by letter to the DOE field-DOE project-office-manager-for-that-site [Associate Director for Systems and Compliance and-Systems] in sufficient time for the DOE to review the request and, if approved, to prepare the sample. A copy will be provided to the OR. when-one-is-assigned-for-the-site. The DOE field project-office-designee [Associate Director for Systems and Compliance and-Systems] shall acknowledge receipt of all requests by letter.
3. The DOE retains the right to decline requests in cases where the requested samples are needed by the DOE to fulfill its site characterization responsibilities, when the requested samples are scarce or prohibitively expensive to collect, or when the request seriously impairs the DOE's schedule or program for site characterization. See also points 10 and 11 concerning management resolution of any problems on this point.
4. In order to assure that appropriate samples will be available prior to transmitting a written request, the NRC Project [Director, Repository Licensing and Quality Assurance Project Directorate] Section-Leader, or

designee, should consult with the DOE [Associate Director for Compliance and Systems] field-project-office-designee as to sample availability. Inquiries on sample availability can be answered on the basis of current [DOE] site-inventory records. If samples are not available, the DOE will arrange for their acquisition providing such requests are within the DOE plans for site investigation and site characterization [activities, including planned research and testing of engineered components of the repository system]. See point 6 below.

5. All written requests for samples shall include pertinent information such as the name of the laboratory [NRC contractor], the designated [contractor] laboratory contact, [and] the timeframes within which samples are needed and testing will be performed. ~~and the date that any uncontaminated core samples that have not been destroyed by planned testing will be returned. -- An example of a sample request form is attached.~~ To the extent practicable, the request should be accompanied by documents that explain the purpose of the tests such as the NRC statement of work for the project, a written description or specification for the testing procedure to be used, any special sample collection, preservation, handling, or transportation requirements, and expected methods for interpretation of results. This will help ensure that the samples provided by the DOE are appropriate for the tests planned by the NRC contractor. The NRC-approved quality assurance program for the [contractor] laboratory performing the investigation[s] shall accompany all initial NRC requests for samples. ~~that laboratory.~~
6. All requests for samples not already available, e.g., core from new boreholes [or samples of simulated waste glass], must sufficiently precede the NRC contractor's need so that samples can be [obtained or] collected within the DOE's site characterization program and at a reasonable convenience to DOE ~~field-project-offices~~ [personnel]. The DOE will provide as much flexibility in scheduling sample collection and responding to requests as possible within current program schedules. Accordingly, for samples not already available or planned for under the DOE's plans, adequate advance notice will be needed to incorporate the request for new samples into the site investigation and characterization program. This advance notice must also allow for preparation and submittal to the State for an application for authorization, where required, to remove the sample from the State and for securing the necessary approval.
7. The DOE ~~field-project-office~~ designee will provide [furnish] a sample description document with the sample[s] to assist [provide] the NRC contractor [with pertinent technical information about the samples.] ~~in ascertaining the compatibility of the sample with the specific test.~~ [For example, with core samples,] the sample description document shall provide pertinent information ~~on the sample,~~ such as sample designation, data collected, description of sample, person collecting sample, depth [at which] collected, stratigraphic unit sampled, sampling techniques and conditions, initial measurements of properties at the time of sample collection, results of any subsequent tests or measurements, any methods

of preservation or special handling, and proposed method of shipment to the NRC contractor. The NRC should identify any special [technical information needed (eg. supplier's data on ranges of trace material in canister metals) or] methods and conditions for shipping samples.

8. The NRC contractor will normally return to the DOE facility that furnished the sample, through the NRC Project Section-Leader [Director, Repository Licensing and Quality Assurance Project Directorate], a reciprocal sample description document with pertinent information such as sample designation, a description of the sample as received, preparation or treatment of the sample prior to testing, initial readings prior to testing, any modifications to testing procedure or apparatus, testing results, quality control checks, significant observations during testing, interpretation of test results, and disposition of sample(s) after testing. ~~Uncontaminated-core-samples that-have-not-been-destroyed-by-planned-tests-will-be-returned-to-the DOE-as-soon-as-practicable-after-use.~~
9. In implementing each of the above provisions, there should be a free exchange of information. Telephone communications to coordinate activities and discuss sampling schedules and testing are encouraged between the NRC or NRC contractors and designated DOE representatives. Requests for actions requiring significant expenditure of DOE or DOE contractor man-hours must be made in writing by the NRC Project [Director, Repository Licensing and Quality Assurance Project Directorate] Section-Leader.
10. The DOE will pay reasonable costs associated with sample [production or] collection, preservation, handling, and transportation. The DOE field project-office designee will identify any extraordinary costs requiring resolution on a case-by-case basis under point 11.
11. The DOE [Associate Director for Systems and Compliance] field-project office-designee will identify any requests which cannot be met, including the basis for such conclusions, to the DOE-field-project office-and NRC Project [Director, Repository Licensing and Quality Assurance Project Directorate] Section-Leader for resolution on a case-by-case basis at the next [licensing and] management meeting as specified under Section 2b of the Procedural Agreement.

Appendix 7

AGREEMENT CONCERNING THE [U.S. NUCLEAR REGULATORY COMMISSION] ON-SITE REPRESENTATIVE {OR} FOR THE REPOSITORY PROJECTS DURING SITE INVESTIGATION AND CHARACTERIZATION

The purpose and objective of the on-site representative (OR), as identified in Item 1 of the Procedural Agreement, is to serve as a point of prompt informational exchange and consultation and to preliminarily identify concerns about investigations relating to potential licensing issues.

This appendix is intended to supplement the base agreement and to detail the guidelines which will govern interaction between the NRC OR, including any NRC personnel assigned to the OR, and DOE contractor personnel (prime and sub) [through the project's Regulatory Interactions Branch of the Regulatory and Site Evaluation Division.] ~~involved in the project.~~ Any interactions between the OR and DOE, its contractors, or subcontractors identified in this appendix will not constitute "meetings" within the intent of item 2 of the Procedural Agreement and therefore will not require the preparation of written reports and will not be subject to State/Tribal and public notification and participation or schedule requirements of Item 2 of the Procedural Agreement. The interactions of the OR with DOE and its contractors and subcontractors are not intended to interfere with or replace other channels of NRC/DOE communications and procedures for information release identified in sections 2, 3A, and 3B of the base agreement and sections 2, 3 and 7 of the Procedural Agreement.

The following points are agreed to:

1. The OR can attend any meetings on-site or off-site dealing with technical questions or issues related to work required as part of site characterization and site investigation (e.g., any items to be covered in Site Characterization Plans under the Nuclear Waste Policy Act [, as amended]) following notification of the cognizant DOE project representative responsible for the meeting as discussed below. Such notification shall be by memorandum, telephone or personal contact and will be given at least 24 hours in advance where DOE has provided adequate prior notification to the OR. The meetings may involve solely DOE or solely DOE's contractors (prime and sub), or any combination of DOE with their contractors.

If objections to the OR attendance are voiced for any reason, the reason should be specified. Such objections will be infrequent and will be exceptions to the rule. If the OR does not agree with [DOE] the objections, to his attendance, it will be raised to a higher management level for resolution. If resolution cannot be achieved, the OR will not attend the meeting in question.

~~*"Procedural Agreement between the U.S. Nuclear Regulatory Commission and the U.S. Department of Energy Identifying Guiding Principles for Interface During Site Investigation and Site Characterization"-(48-FR-28701, 8/25/83)-herein referred to as the Procedural Agreement.~~