MINUTES OF NUCLEAR WASTE BOARD MEETING
October 19, 1984

1:30 p.m.
EFSEC Hearings Room
Building #1 - Rowesix
4224 Sixth Avenue S.E.
Lacey, Washington 98504

Board Members Present:

Warren A. Bishop, Chair
Senator Max Benitz
Senator Sam Guess
Representative Shirley Hankins
Senator Margaret Hurley
Representative Louise Miller
Donald W. Moos
Representative Dick Nelson
Representative Nancy Rust
Richard H. Watson
Senator Al Williams
Ray Lasmanis, DNR Designee
Dr. John Beare, DSHS Designee
Dr. Royston H. Filby, Water Research Center Designee

The meeting was called to order by Warren Bishop, Chair. He reviewed the scheduled meeting dates for the remainder of the year and asked the Board for permission to call a single meeting for November and December. Because of the approaching holidays and heavy work schedule, he suggested December 14 as the date for the combined meetings. The Board agreed and the next regular meeting of the Nuclear Waste Board and the Advisory Council will be December 14, 1984. Proper notices will be sent.

It was moved and seconded the minutes of the previous meeting be approved as published. Motion adopted.

C&C Agreement

A copy of the October 12, 1984 draft of the C&C Agreement was distributed to the Board, along with a Summary of Comments and Proposed Resolutions prepared by the State C&C Negotiating Team. Also included was Attachment "A", which included four options on the question of liability. The Board was also provided with a copy of Representative Nelson's memorandum of October 17, 1984, which supplemented his earlier memorandum considered by the State Team.

Mr. Stevens explained all comments and suggestions received by the Board on the C&C Agreement, subsequent to the submission to the Board of the draft Agreement, had been submitted to the U.S. Department of Energy. He said as he went through the Articles he would be able to give USDOE reaction on the comments.

Recitals

The change in one of the Recitals was made for reasons of clarification and was assented to by USDOE. There was no comment.

Article I - Definitions

To define more accurately the terms "BWIP" and "candidate site" the Team recommended stating: "'on-site' refers to lands inside the Hanford Reservation and 'off-site' refers to land outside the Hanford Reservation boundaries". USDOE assented to this change.

Representative Nelson said he has raised the issue again as he felt there are situations where the site more broadly defined is in the state's advantage in light of the monitoring the State would like to do, such as the well-logging.

Discussion followed and Charles Roe, Assistant Attorney General, said in his opinion, since the USDOE has opposed having the defense waste issue included in the C&C Agreement, he would recommend having a broader definition to include the whole reservation as it would assist the State in its argument that the U.S. Department of Energy does have the power to include defense waste if the President makes a commingling decision since these wastes are now temporarily stored near the surface of the earth. Senator Guess asked if this would grandfather those defense wastes into the state's oversight. Mr. Roe responded if there is a commingling decision it could put the defense waste issue under the state's review.

Since the definition of 'off-site' and 'on-site' appeared in Article V of the Draft C&C Agreement, Dr. Beare questioned this move. It was his thought all definitions should appear in Article I with the other definitions. There was general concensus, and Mr. Bishop said this would be taken into consideration.

Representative Nelson asked how this definition would affect the state's right to independent monitoring off-site. He asked if under the Act the Federal government would reimburse the State for this independent monitoring. Mr. Provost said he thought it would be a case-by-case determination on the nature of the study. He said in the case of the well-logging proposal the USDOE approved of the need for the study but wanted to do it themselves, and it was not a case of whether it was on-site or off-

site. He said there was no guarantee of funding for on-site independent monitoring under the Act. He continued that in the C&C Agreement, there is a process for requesting specific activity, but there is no guarantee of funding.

Representative Nelson then asked if there were some geological area most likely to define the hydrogeology and other important parameters that will characterize the site different from the Hanford Reservation. Mr. Provost replied USDOE is working in conjunction with the Geologic Survey on a regional modeling approach and one of the things they want to develop is what the bounding conditions are and where the boundaries are. That would coincide directly with the definition of on-site. He said the Team felt the State should stay with the USDOE definition of on-site, and then fight the smaller battles for funding, etc. as they arise.

Article VI - Consultation

This suggestion by Representative Nelson was that provisions should be added which give the State some input into the selection of any contractor of the USDOE. The Team discussion concluded that the State always has the right to comment on any USDOE action, and contractor selection would be no exception. Thus, no modification of the Agreement was necessary to accommodate this involvement.

Representative Nelson agreed the State had the right of comment, but he felt it could be said in the Agreement more specifically. He said his concern was to have the state's interest protected and there might not be enough time for comment unless it were set out.

Article X - Financial Assistance

The USDOE suggested eliminating the phrase "pursuant to Article II" relating to triggering of close-out funding as being unneeded. The Team agreed. There was no discussion.

Another suggestion by USDOE was suggested to avoid an abrupt close-out without adequate funding. The other two suggestions were considered by the Team to be covered in the Draft: (1) by DSHS to expand financial assistance for state review of monitoring to include the time before and during operations, as well as after closure, and (2) by Hanford Oversight Committee to guarantee the State unfettered access to, and the financial wherewithal, in perpetuity, from USDOE for monitoring/surveillance of a repository located in this state.

Representative Rust asked if there would be any harm in repeating this assurance. Mr. Stevens said the Team felt it was covered in Article X, paragraph D. Senator Hurley said she felt the Hanford

Oversight Committee made a good point on access. Mr. Stevens added there was particular concern in developing the Agreement as to whether or not the State would have adequate access to the site in order to carry on their investigations, and he felt the language in Article VIII, paragraph F and G, Article X, paragraph D, and Article V, paragraph B secured the state's right to access.

Senator Hurley questioned the use of the word "reasonable" in paragraph B of Article V. She thought it should be eliminated because reasonableness might be controlled by the amount of money available. Mr. Stevens said the word was derived from the Act, which specifically says the State may undertake reasonable investigation, and in another place it says the State shall not unreasonably interfere.

Following further discussion, Mr. Stevens said the Team understood the state's test of reasonableness should be controlling. Mr. Roe added that during the initial stages of the negotiations, the USDOE would not allow the State to have access for any physical activity. During the course of the negotiations the State reminded USDOE that the federal statute authorized the State to be there, so they finally acceded to the fact there was no wall around the Reservation. The language, he said, the State relied on was in Section 117, which says "...that the written Agreement shall specify procedure by which such State may conduct reasonable, independent monitoring and testing of activities on the Reservation, except that such monitoring and testing shall not unreasonably interfere with or delay on-site activities". USDOE agreed they would allow that language to control the state's access. Concerning the interpretation of unreasonable interference, Mr. Roe said Subsection C of Article V deals with the general subject of mediation and interpretation of the Agreement, and should there be a quarrel over this, it would have to be resolved by the mediation process. Mr. Provost said there was a technical reason for the wording as some actions, such as drilling of numerous holes without control, could invalidate a site.

Mr. Roe added if agreement could not be reached through the mediation process, the State could go into the Federal court system to ask the Court to determine if the State proposal is in conflict with the unreasonable interference provisions of the Federal Act.

Article XVI - Liability - Nuclear Hazards Indemnity

Mr. Stevens said following months of negotiations there was no resolution on the Liability issue. Because of the complexity of the issue, he said, it was felt it will require a substantial amount of Congressional attention before any resolution could be reached. Four alternative language statements were presented to the Board for consideration and a recommendation by the Team to receive public comments on the four options:

Option 1

Mr. Stevens remarked the first Option was a "setting forth" of positions. The original State proposal, which was unacceptable to USDOE is as follows:

> USDOE agrees that the United States will be strictly and absolutely liable, without regard to fault, for any damages caused by a nuclear incident at a repository within the State of Washington or associated with the transport of radioactive material to or from such a repository, regardless of the cause of such incident.

The USDOE response to the State proposal was as follows:

A. USDOE acknowledges that the State has requested that the United States Government, acting through USDOE, assume unlimited liability for the siting, design, construction, operation (including transportation of spent nuclear fuel or radioactive high-level waste within the State) and decommissioning of a repository, if a repository is located within the State of Washington. USDOE has represented that its liability is presently circumscribed by the Federal Tort Claims Act (28 U.S.C. Subsection 1346(b), 2671 et seq.) and that its contractors' liability for a nuclear incident ("...any occurrence,...within the United States causing...bodily injury, sickness, disease or death, or loss of or damage to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of source, special nuclear or byproduct material..." 42 U.S.C. Subsection 2014(q)) is limited to an aggregate liability for each such incident of $500 million (Section 170.d., of the Atomic Energy Act of 1954, as amended; 42 U.S.C. Subsection 2210(d) et seq., Section 4 of the Price/Anderson Act).

   USDOE agrees that it will assist the State in presenting the state's views with respect to liability to Congress. However, this agreement does not require or imply DOE concurrence in any state recommendation for amendment of the Price/Anderson Act or any other law. The parties acknowledge that the Secretary has recommended to Congress that authority to provide Price/Anderson coverage be extended beyond August 1, 1987, that the dollar limits be raised, and that the extraordinary nuclear occurrence feature be enlarged to include commercial and defense waste facilities.

B. USDOE has the authority to extend the Price/Anderson Act indemnity coverage to the operation of a repository in the State if such a facility is authorized for the emplacement of high-level radioactive waste or spent fuel pursuant to the terms of the Act.

C. The term "persons indemnified" as used in the Price/Anderson Act and implementing indemnity agreements prescribed for the technical support contractor for BWIP includes the State and its political subdivisions and municipalities.

D. While the "waiver of defenses" provision of Section 170.n of the Atomic Energy Act of 1984, as amended, for "extraordinary nuclear occurrences" would be inapplicable to a nuclear incident at a repository site itself (because a repository is not "production or utilization facility" or a "device"), the "waiver of defenses" provision would be applicable in the event of an "extraordinary nuclear occurrence" which would occur in the course of the transportation of high-level radioactive waste or spent fuel to such a repository site from "a production or utilization facility" because the wastes would be "special nuclear material" or "by-product material".

E. USDOE agrees and stipulates that USDOE will amend and include in any new or modified contract for the operation of a repository upon completion of its construction, a specific statement in the standard nuclear hazards indemnity article that the phrase "persons indemnified" under the contracts includes the State, its municipalities and political subdivisions by the inclusion of the following clause:

The term "Persons Indemnified" has the meaning set out in 42 U.S.C. Section 2014(t), and, without limitation, includes the State of Washington, its municipalities and political subdivisions.

F. The parties recognize that Price/Anderson Act indemnification coverage for the State is dependent upon USDOE's exercising its discretion to include the nuclear hazards indemnity article in a contract for operation of a future repository. The USDOE has already determined that such an operating contract for a repository involves "activities under the risk of public liability for a substantial nuclear incident". In accordance with this decision, a nuclear hazards indemnity article has been included in the contract with Rockwell Hanford Operations, the current technical support contractor for BWIP and a potential operating contractor for a completed repository. Pursuant to this decision, it is USDOE's current intention also to exercise its discretion in such a manner as to include a nuclear hazards indemnity article in any repository operating contract. While USDOE considers that a reversal of this decision is highly unlikely, USDOE cannot stipulate away its discretion in this regard. However, USDOE does agree and stipulate that the State of Washington shall be given at least 60 days' prior written notice of USDOE's intent to reverse the current decision to include a nuclear hazards indemnity article in its operating contract for a repository. Such notice shall also set forth the reasons for

the decision and shall provide the State an opportunity to comment on such a decision to USDOE and have its comments considered by USDOE before any such reversal of such decision is given effect. This stipulation does not waive or otherwise preclude the State from taking such other administrative or judicial actions as it may see fit with respect to such reversal decision by USDOE.

G. The USDOE agrees and stipulates that it will deliver and file with the State of Washington copies of all BWIP or repository related contracts, or portions thereof, which relate to the Price/Anderson Act indemnification coverage for the State and its citizens in order for the State to review them to insure that such protections are being provided, including but not limited to (1) the repository operating contract, (2) prime contracts for the operation of any "production or utilization facilities" or other facilities which may be the source or destination of any nuclear waste transported to or from a repository site, and (3) any contracts with the transporters of the waste to the site repository.

H. It is USDOE's current intention to use contractor employees for the operation of a repository site and the transportation of waste to or from the repository site should a decision be made to construct and operate the repository as authorized in the Act. While USDOE recognizes that if it chooses to operate a repository or transport the high-level radioactive waste or spent fuel to or from a repository site by federal agents, Price/Anderson Act indemnification for the State and financial protection to the public hereunder would be lost, USDOE cannot agree or stipulate that it would not so use such federal agents. However, in the unlikely event that USDOE should reverse its present decision to use contractor employees for the operation of a repository and the transportation of waste to or from a repository, USDOE agrees and stipulates that it will give the State of Washington at least 60 days' prior written notice of its intention to reverse its present decision, which notice shall include its reasons for reversing such decision, and USDOE shall afford the State the opportunity to comment on the reversal of its decision and have its comments considered by USDOE before it is effectuated. This stipulation does not waive or otherwise preclude the State from taking such other administrative or judicial actions as it may see fit with respect to such reversal of USDOE decision.

I. The USDOE agrees and stipulates that, in the event a repository is authorized for operation pursuant to the terms of the Act, the state's own financial protection available through its own liability insurance or legislative appropriations would not have to be exhausted or applied to pay for its public liability before it would be indemnified under the Price/Anderson Act.

J. The USDOE agrees and stipulates that, pursuant to its procurement regulations, the nuclear hazards indemnity article included in BWIP-related contracts shall provide that the 500 million dollar Price/Anderson Act fund would not be first depleted by the costs of investigating or settling claims and defending suits before claimants would be paid therefrom.

K. The wastes to be shipped to or from a repository site shall be owned by USDOE and shall be shipped to such site by transportation contractors engaged by USDOE or its contractors or in vehicles owned by USDOE. In the event of a transportation accident involving such shipments, whether or not such an accident shall result in the exposure of any such wastes to the biosphere within the State upon or adjacent to the transportation corridors involved, USDOE shall cause, at its expense, the cleanup and removal of any such wastes and the decontamination of any areas within the State which are (exposed to radiation) (radioactively contaminated) by such wastes to a level which shall be consistent with nationally accepted radiation protection standards (and also subject to)(USDOE will) consult with the State (as provided for herein) (with respect to any such accidents).

Option 2

Mr. Stevens said several other proposals were prepared by individuals as well as teams. Options 2, 3, and 4 are recited. He said Option 2 was a "discussion piece" with the State maintaining the right of nonconcurrence if state selected for siting. He said USDOE could co-exist with this language, but no joint agreement was reached.

Proposed Language

A. The matter of liability is an unresolved issue.

B. The State insists that the United States be strictly and absolutely liable, without regard to fault, for any damages caused by a nuclear incident at a repository within the State of Washington or associated with the transport of radioactive material to or from such a repository, regardless of the cause of such incident.

The State asserts the USDOE is authorized and obligated to bear responsibility for strict and unlimited liability under the Act.

C. The State will exercise its right of nonconcurrence under Section 116(b) of the Act unless USDOE has irrevocably agreed, as expressly authorized by Congress, by the time such

right of nonconcurrence arises to bear the responsibility for strict and unlimited liability as insisted upon by the State in subparagraph A above.

Option 3

Mr. Stevens said this Option includes the language of Option 2, but adds Price/Anderson provisions and USDOE agreed to assist the State in presenting the state's views to Congress. Mr. Stevens said USDOE would accede to the language in Option 3.

Proposed Language

A. The matter of liability is an unresolved issue.

B. The State insists that the United States be strictly and absolutely liable, without regard to fault, for any damages caused by a nuclear incident at a repository within the State of Washington or associated with the transport of radioactive material to or from such a repository, regardless of the cause of such incident.

The State asserts the USDOE is authorized and obligated to bear responsibility for strict and unlimited liability under the Act.

C. The State will exercise its right of nonconcurrence under Section 116(b) of the Act unless USDOE has irrevocably agreed, as expressly authorized by Congress, by the time such right of nonconcurrence arises to bear the responsibility for strict and unlimited liability as insisted upon by the State in subparagraph B above.

D. USDOE acknowledges that the State has requested that the United States Government, acting through the USDOE, assume unlimited liability for siting, design, construction, operation (including transportation of spent nuclear fuel or radioactive high-level waste within the State) and decommissioning of a repository, if a repository is located within the State of Washington. USDOE has represented that its liability is presently circumscribed by the Federal Tort Claims Act (28 U.S.C. Subsection 1346(b), 2671 et seq.) and that its contractors' liability for nuclear incident ("...any occurrence,...within the United States causing...bodily injury, sickness, disease or death, or loss of or damage to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of source, special nuclear or byproduct material..."42 U.S.C. Section 2014(q)) is limited to an

aggregate liability for each such incident of $500 million (Section 170.d., of the Atomic Energy Act of 1954, as amended; 42 U.S.C. Section 2210(d) et seq.; Section 4 of the Price/Anderson Act).

E. USDOE agrees that it will include a nuclear hazard indemnity article providing Price/Anderson Act (42 U.S.C. Subsection 2210 et seq.) indemnity coverage in its contracts with all persons (as defined in 42 U.S.C. Section 2014(s)) engaged in any way in the construction, design and operation of a repository within the State of Washington, or equipment used within such repository, or of transportation facilities used to transport radioactive material to or from such repository.

F. USDOE agrees that it will assist the State in presenting the state's views with respect to liability to Congress. However, this agreement does not require or imply DOE concurrence in any state recommendation for amendment of the Price/Anderson Act or any other law. The parties acknowledge that the Secretary has recommended to Congress that authority to provide Price/Anderson coverage be extended beyond August 1, 1987, that the dollar limits be raised, and that the extraordinary nuclear occurrence feature be enlarged to include commercial and defense waste facilities.

Option 4

Mr. Stevens said this Option requests the USDOE to recognize authority under existing law of its ability to solve the liability question. This proposal is unacceptable to USDOE.

Proposed Language

A. USDOE agrees that it would further the purposes of the Act if the United States were to agree to be strictly and absolutely liable, without regard to fault, for any damages caused by a nuclear incident at a repository within the State of Washington or associated with the transport of radioactive material to or from such a repository, regardless of the cause of such incident. Such an agreement to assume liability would be consistent with the federal recognition that radioactive waste creates potential risks and a federal responsibility for the safe disposal of such waste, and such agreement may promote public confidence if a repository is located within the State of Washington.

B. To the extent it is authorized to do so by law, USDOE agrees that the United States will be strictly liable for any damages caused by a nuclear incident at a repository within the State of Washington or associated with the transport of radioactive material to or from such a repository, regardless of the cause of such incident.

C. To the extent it is authorized to do so by law, USDOE agrees on behalf of the United States to waive any defense based upon the Federal Tort Claims Act which would prohibit or limit the liability agree to in paragraph B hereof.

D. USDOE will request, in any license application to the Nuclear Regulatory Commission for a repository within the State of Washington, that the Commission require a waiver pursuant to 42 U.S.C. Subsection 2210(a) of all immunity under Federal or State law which would prohibit or limit the liability of the United States agreed to in paragraph B hereof.

E. USDOE agrees that it will include a nuclear hazards indemnity article providing Price/Anderson Act (42 U.S.C. Subsection 2210 et seq.) indemnity coverage in its contracts with all persons (as defined in 42 U.S.C. Subsection 2014(s)) engaged in any way in the construction, design and operation of a repository within the State of Washington, or equipment used within such repository, or of transportation facilities used to transport radioactive materials to or from such repository.

F. USDOE agrees to support the State actively and without equivocation if the State hereafter seeks Congressional confirmance through legislation of the strict liability of the United States for damages resulting from a nuclear incident associated with a repository.

G. If it appears that the ability of the United States to respond in strict liability for damages resulting from a nuclear incident associated with a repository is in any doubt whatsoever, the State will exercise its right of nonconcurrence under Section 116(a) of the Act for any repository proposed for location within the State of Washington.

Mr. Bishop proposed the Liability issue be taken to public hearing with two positions--the State position and the USDOE position--to avoid confusing the public on the main issue. He asked the public present at the meeting to withhold comments until the end of the discussion by the Board.

Discussion followed and Representative Hankins suggested the Newsletter be used to explain the problem being experienced on the Liability issue. Mr. Bishop agreed and said it was planning to use the Newsletter and all other means to get as much information out to the public in this and other areas of the Agreement as possible.

Representative Hurley asked if Option #3, which includes the Price/Anderson limitation, is an option by the State of Washington in which we would accept that type of limitation, or is it one that was presented by the USDOE. Mr. Stevens said the application of Price/Anderson was one USDOE offered in their original

representation to the State following the statement of the state's position. She continued that if it were the intention to determine the position of the Board on liability, she would suggest eliminating Option #3. Mr. Bishop replied he was in hopes of arriving at two different positions - the state's position, and possibly the USDOE position - to present at a public hearing since it is an issue that the Team cannot resolve to the satisfaction of the State.

Mr. Provost pointed out the language presented at this meeting is language that has been passed back and forth and it may be necessary to go back to the USDOE and come up with a statement of the state's position and a statement of the USDOE position. He said it would be difficult to use a combination of proposals. Mr. Bishop said a paper of some sort would have to be developed on some of these issues, and liability would be the most significant. He said a paper would give the background of the negotiations, and explanation of the Price/Anderson Act, and other points to clarify the entire issue in the public mind. He thought this should be done as soon as possible so it can be circulated before any hearings.

Representative Nelson asked if the state's position was Option 1, and the USDOE position was Option 3. Mr. Stevens replied the USDOE position, to be precise, is the counterbalance in Option 1. He pointed out this was determined in a negotiating stance in order to move to resolution. Representative Nelson thought it would be well to have USDOE describe their position which could then be compared with the State position since there is such a difference on some key issues.

Mr. Roe said he authored Option 3, which reflected the position of the USDOE. But he agreed having USDOE prepare their own statement would be preferable than having our team attempt to paraphrase it.

Article XVII - Transportation

Mr. Stevens stated that Representative Nelson proposed there should be clarification of what appears to be conflicting provisions regarding the selection of routes within the State of Washington. In his letter, Representative Nelson pointed out the issue needed to be dealt with comprehensively. He said there is an elaborate provision on highway transport, a simple veto on barge transport, and nothing is said about rail or air transport.

Representative Nelson reiterated his statements and he asked the Board to look at a more closely defined position in the C&C Agreement. Mr. Stevens responded by saying there was a two-fold reason to highlight this issue currently, and one is that there is a long lead time relative to solving many of the problems raised by transportation of high-level waste to a proposed repository in the State, and second to the extent to which to

selection of a repository might be influenced by the transportation issues or policies. He said the USDOE has told the State recently that there is no disqualifying factor in terms of transportation in the selection of a site for characterization. If that were valid, it would still leave the State with the need for identifying those issues in transportation that would be pertinent, and would have to be resolved to the satisfaction of the State.

He continued the Team felt somewhat restricted by the Federal Hazardous Materials Transportation Act, but basically the State was concerned with surface shipment. He said there was reference in the draft to routes, but no specification of rail or highway was made. At a later negotiating session, potential transportation of wastes by air and water were dealt with in the latter part of Article XVII. He said although the Department said they anticipated no transportation by air or water, they would allow the State opportunity to participate and concur with any designation of water or air routes within the State before they are used. He said the Department had made no decision as to the mode of transportation at this time.

Senator Hurley stated she thought the Board needed to know more about the hazards of transportation, and she referred to the article included in the packet from the State of Nebraska. The Governor there pointed out that the significant radiological risk to the general population from spent fuel transportation came from "stops"--not from accidents, as has been previously assumed. She said he related this to severe winters in his state. She also mentioned she had a call from a constituent who said the EIS for the Plutonium Plant stated the risk to the drivers of trucks was extremely high because of radiological effects from the packaging of the material from the Purex Plant. She felt no decision should be made until all facets of the risks involved are known.

Mr. Stevens said he agreed and because of this reserve language was added just after Subsection 6: "The parties recognize that it may be necessary or desirable to agree to additional and/or more specific procedures concerning transportation if and when construction of a repository in the State is authorized; therefore, they agree that the provisions of this Article will be reviewed sufficiently in advance of any shipment of waste to the repository to permit timely and good-faith negotiation of any such modifications or additions in order to avoid delay of any shipments.

Article XVIII - Emergency Response

Mr. Stevens noted WashPIRG's recommendation there must be frequent, independent readiness inspections of emergency response plan. Failure to meet required standards of readiness would trigger "stop work" provision of Article IX - Conflict Resolution. The Hanford Oversight Committee supported this suggestion.

Mr. Stevens continued the Team looked at this suggestion carefully and determined the details of inspections and the impacts of their results would be included in the plan itself. These details would be negotiated as part of the development of an emergency response plan. The language in the Agreement requires state approval of the plan as part of the process.

Representative Nelson earlier had suggested USDOE must assure state capacity to carry out an Emergency Response Plan. The Team felt the capacity of the State to carry out an emergency response to an incident would be provided for as part of the Plan. In his letter of October 17, Representative Nelson felt the State should have a commitment by USDOE to fully fund the emergency response capabilities now. Dr. Beare strongly urged sufficient funding should be defined clearly

Mr. Stevens observed funding for emergency response was covered in Article X - Financial Assistance, although it was not specifically stated. Some thought it would be redundant to restate funding of emergency services in Article XVIII as the details could be determined in drawing up the Emergency Response Plan. However, other believed redundancy might be of importance to make a point clear. Dr. Beare feared the State might be caught short and felt the decision on funding should come from the State.

(Dr. Beare subsequently offered additional wording to be considered in Article XI, p. 16: "...to include providing for staffing, training, and exercising...". The complete sentence would then read:

"Impact Assistance may include, but will not necessarily be limited to, community services and facilities, emergency response planning to include providing for staffing, training, and exercising, and the upgrading and maintenance of interstate highways, State highways, road, and costs incurred by the State associated with upgrading and maintenance of other transportation facilities within the State of Washington to the extent such facilities are impacted by construction or operation of a repository." (NOTE: language subject to negotiation with USDOE.)

Representative Miller expressed concern about financing, and the effect on the rate payers should additional funds be needed for emergency response. Mr. Stevens mentioned a report the USDOE is now preparing, "Risk Adequacy Report", which will be available shortly after the first of the year. He said as soon as it was published copies would be made and distributed to the Board.

Article XIX - Defense Waste

Mr. Stevens reported a number of suggestions had been received on how to deal with defense wastes. Mr. Bishop reminded the Board no response from USDOE had been received by the last meeting con-

cerning the Resolution adopted by the Board for a proposal for a grant and for a separate negotiation of an agreement on defense wastes. The response was received subsequently and stated that under USDOE interpretation of the Act, USDOE could not approve our request for a grant to provide funds related to defense wastes. The Department did indicate they would like to discuss the development of a separate Memorandum of Understanding or Agreement regarding defense waste. Copies of the letter were sent to the Board members.

Prior to receipt of the letter the Chair had appointed a Defense Waste Working Group composed of Richard Watson, Chair, Senator Al Williams, Representative Shirley Hankins, Nicholas Lewis, and Charles Roe, Counsel, with David Stevens and Don Provost of the Office staff. On October 10 the Working Group visited Richland and, following the tour, the group and Mr. Bishop met with Mike Lawrence and his staff. The proposal for a grant and a separate agreement were discussed, and another letter has just been received in which USDOE has agreed to a negotiation of a separate Memorandum of Understanding and have selected members of a team to represent USDOE. During the course of the conversations in Richland, Mr. Bishop said the subject of costs involved in having a separate agreement on defense wastes was discussed. USDOE will be contacting Mr. Bishop on this issue.

He continued by saying it was felt the Working Group per se was a little too large and both USDOE and the State felt it would be less cumbersome to involve fewer persons for these negotiation sessions. Mr. Bishop said he intended to name Richard Watson, Senator Al Williams, and/or his staff designee, Representative Shirley Hankins, and/or her staff designee, and Nick Lewis, with David Stevens and Don Provost from the Office staff. Charles Roe will be asked to serve as Counsel.

Senator Hurley questioned if this agreement would be a part of the C&C Agreement, or be outside of it. Mr. Bishop said it would be outside the C&C Agreement as USDOE had steadfastly maintained they do not have the authority under the Act to have as a part of the C&C Agreement elements dealing with defense waste. Senator Hurley then asked if they might then subtract the other elements of State dissent, such as transportation and liability. Mr. Bishop said since liability was the only issue of total disagreement, it might be the only element that would fall into that category. Representative Nelson asked if there were a time limit on reaching an agreement on defense waste, as he recalled an earlier recommendation from the C&C Negotiating Team indicated the Defense Waste Agreement would be executed prior to or concurrently with the C&C Agreement. However, Mr. Bishop said no mention of timing was made on the Defense Waste Agreement with USDOE, although in their letter USDOE did state that in their view this issue should not constitute an impediment to the state's approval of the C&C Agreement currently under consideration, which Mr. Lawrence said he believed was in the parties' mutual best interest.

Representative Nelson said that regardless of whether the Defense Waste Agreement is inside the C&C Agreement, or outside, it was his feeling it should go side-by-side. He wondered how it would be possible to put the two agreements before the public in a manner that would allow them to comment on both, and also on the timing. Mr. Stevens stated Mr. Lawrence was conscious of the need to expedite the Defense Waste Agreement and seemed to concur with beginning the task as soon as possible in order to be able to look at any agreement in the larger context of the C&C Agreement.

Representative Nelson then asked Mr. Roe if the USDOE is prevented from entering into a C&C Agreement that includes an element that is not covered by the Act, such as defense waste? Mr. Roe replied the C&C Agreement authority as interpreted by the Federal Department of Energy does not allow them to enter into a C&C Agreement on Defense Waste, at least at this time. Representative Nelson asked if the C&C Agreement could reference the separate agreement and USDOE would acknowledge a separate agreement to be executed concurrently, or prior to, the C&C Agreement. Mr. Roe replied they could agree to do that, but that would be sorted out in negotiations that will follow and the State will learn under what authority in Federal law they are relying on. Representative Nelson reiterated his feeling the C&C Agreement should contain some language acknowledging USDOE will enter into a separate agreement on defense waste to be executed concurrently, or prior to, the C&C Agreement.

Mr. Stevens referred to Representative Nelson's Memorandum of October 17, in which he stated there should be a description of the history of the defense waste issue in the Agreement as it goes out for public review with options for the public to comment on. He said he thought this was a good suggestion.

Article XXI - Notification of Agreement With Other States

Mr. Stevens said this proposed language was discussed at some length with USDOE, and the essence of this provision would be that there would be a transmittal of agreements from other states and if the State saw any provision it liked and requested from USDOE it would be automatically included, unless USDOE objected or unless we had a previous agreement on alternative provision. This was submitted to the USDOE for their reaction, and their reaction was negative.

Senator Guess observed that this was a version of the old "Me Too" clause often used in collective bargaining where if one side gave a "Me Too", they received one. He thought USDOE had a valid point.

Representative Nelson said the purpose of this recommendation is to short circuit a laborious process of adopting something that

would be adopted in any case, and he though it would be in the best interest of all parties to have this clause in the Agreement.

Mr. Bishop stated some new language had been developed at the request of one of the Board members, and copies of this new wording were distributed to the Board. It was a modification, he said, that perhaps the USDOE might accept.

Suggested new language for Article XXI - Notification of Agreement with Other States:

"USDOE shall promptly transmit to the State any consultation and cooperation agreement executed with another state or Indian tribe. If such agreement contains any provision which the State feels would be an appropriate addition to the existing agreement, it may, at its discretion request modification of the agreement under Article IV to incorporate such provision. Such request to USDOE shall be in writing and USDOE will enter into good faith negotiations on such matter within 30 days of receipt of the request."

Mr. Watson, who proposed the new language, said his concern in preparing this is that since Washington State is further along with a C&C Agreement and could be the first state to conclude an agreement, the State may be taking some risk, or perceiving to be taking a risk, that those who come after us may be able to work better deals than this state. He said in view of USDOE's intransigence on the question, he suggested the new language along these lines which essentially invokes the modification procedure that is built into the C&C Agreement right now with a bit of shortening of the procedure to move into the negotiation process with the intermediary steps which are built into the modification process as it stands in the Agreement now.

He continued that although the ability of the State to modify the C&C Agreement always exists, this language simply shortens the process in the event another state receives features in their C&C Agreement which Washington might like to see incorporated in the state's agreement.

Mr. Lasmanis noticed this wording only refers to "additional" provisions, and asked if it were conceivable that USDOE may withdraw certain provisions which are more restrictive right now, such as the Price/Anderson Act, but later on deletions that might be of advantage to the State of Washington. This was considered a good point, and Representative Miller suggested substituting the word "modification" which could include deletion and addition.

Representative Nelson in his Memorandum of October 17 pointed out the Economic Risk Analysis which USDOE committed to performing at one negotiation session, and said there was no reference to these studies in the C&C Agreement. He suggested the following

language be presented for USDOE review and inclusion in the C&C Agreement prior to release for public review:

> "USDOE shall in consultation with the State of Washington undertake an economic risk analysis of the possibility and likely harm resulting from any incident at a repository which releases radioactivity or any accident involved in the transportation of waste to or from that repository.
>
> "This study shall be completed no later than May, 1985 in order to accompany the Environmental Assessment."

Mr. Stevens agreed this was discussed during negotiations and it would be timely for the State to find out the status of this analysis. He said the same staff working on this issue was involved in the Environmental Assessment, and he did not know their schedule. Once we find out where they are, he said, we could then determine what needs to be done. Representative Nelson said he hoped the State could see the analysis before the Environmental Assessment goes out for public review, or at least before closure of public review. It was agreed the Office would make this inquiry of USDOE.

Public Comment

Brett Redfearn of WashPIRG stated they felt there was a need for the C&C Agreement to include provision for independent state monitoring of point sources of radioactive emissions at the Hanford Reservation. He then read in full the statement from WashPIRG.

Lincoln Post of WashPIRG said he felt the word "reasonable" in Article V was important. He thought the word when used by the U.S. Department of Energy standards could be very limiting in the state's monitoring of the nuclear waste.

Andrew Cahn, Research Director of WashPIRG, recommended adding a new section to the C&C Agreement to incorporate language from the State policy as defined by the State Legislature in the last session, referring particularly to SJM 127 which was adopted by the Legislature. SJM basically calls for the USDOE to do studies of alternative sites, particularly in granite rock formations, before they nominate a site at the Hanford Reservation.

Gerald Pollet, WashPIRG staff attorney, said he would like to address three issues:

1. Emergency Response. He said WashPIRG believes that the current language is insufficient in that the Article on Emergency Response should state that failure to meet the agreed-upon readiness standards would constitute an imminent threat to public health and safety as used in Article VII.F. Under this Article, he said, the State is required to notify USDOE, seek temporary

restraining order that would remain in effect until full readiness for the State Emergency Response Plan was indeed guaranteed. If there is no guarantee of continual readiness, it would be meaningless to have the State approve a readiness plan, he said. He stated the State must seek guaranteed source of funding for continual monitoring of the readiness plan, as well. He continued that would mean a commitment of funds to be used over the lifetime of the C&C Agreement to test the readiness plan, to guarantee to the State that it is working, and to fully fund the state's requirements. He said the NRC in 1981 by Rockwell International prepared a report entitled An Unconstrained Overview of the Critical Elements in a Model State System for Emergency Response to Radiological Transportation Incidents. That report, he said, estimated the budget for a hypothetical transportation incident response branch per state at $5.6 million. He said the State does not have that money and it should be guaranteed in the C&C Agreement.

2. Transportation. Mr. Pollet said WashPIRG believes the State right to review comments and concur on transportation plans should be clarified. He referred to the memorandum sent in July which discussed the fact that there have been recent Federal court decisions pre-empting state action in the transportation field. He said WashPIRG feels that given those court actions, it is now necessary to have a clause in the Agreement that would say that state participation described in that Agreement as to transportation of high-level radioactive waste is consistent with the Federal policy's programs and intent of the statute. Therefore, he continued, the Federal government would contractually agree that because the state's participation pursuant to the Agreement in the designation of routes is consistent with the Federal program that would not challenge on basis of pre-emption of the state's participation.

3. Environmental Impact Statement (EIS). Mr. Pollet referred to his letter of October 18, 1984, addressed to Mr. Warren Bishop, Chair, Nuclear Waste Board, which was handed out at the meeting as he spoke. He said WashPIRG believed that under the State Environmental Policy Act, the C&C Agreement could not be adopted without an Environmental Impact Statement. He referred to Section 116(c) "Financial Assistance" of the Nuclear Waste Policy Act of 1983, which states that the Secretary of Energy shall make grants to states for the purpose of participating on the consultation and cooperation process. Further, the Secretary shall also make grants authorized under written consultation and cooperation agreement. He said since he determined an EIS is required by State law, there should be provisions in the C&C for its funding by USDOE. Mr. Pollet said considering the careful scrutiny the Board had given to issues such as Liability, Defense Waste, Emergency Response, etc., the implications involve serious environmental impacts. He said therefore, given the fact that this is a major action by the Board to recommend approval of the C&C Agreement, and that approval of the C&C Agreement would be an action significantly affecting the quality of the environment, an

EIS therefore must be prepared to fully assess all the possible impacts of the proposed C&C Agreement and its provisions, as well as to fully describe all the alternative and their relative benefits and impacts.

Representative Nelson asked if there were any precedent for an EIS on an agreement between a state and the Federal government. Mr. Pollet responded there is a great deal of precedent for an EIS on any action whereby the State would be contractually obligated to undertake certain actions and refrain from others if they significantly impact the environment. Representative Nelson asked to be provided with these precedents, which Mr. Pollet said could be provided. Representative Nelson then wanted to know if the EIS to be prepared, should Hanford be chosen as a site, would suffice. If so, does this mean the Agreement should not be signed until that time, he asked. Mr. Pollet said No, and thought the issue of site selection and the EIS required at that point could be easily separated from the issue of what the state's activities will be during the site characterization process, which has significant environmental impact. He continued that this is the earliest possible time in which the Board has a definitive proposal in front of it as to what the state's activities will be, and that case law clearly indicates when you have a definitive proposal, and you can define what the activities will be, you should prepare an Environmental Impact Statement.

Representative Nelson asked Mr. Pollet if the changes suggested by WashPIRG were incorporated, and the EIS was secured, would his organization support the C&C Agreement. Mr. Pollet said they would have to wait to see what the EIS said about the relative impacts of this language and the programs under this versus the wide range of alternatives on many of the issues. Representative Nelson asked if they were suggesting the EIS could modify the C&C Agreement, and Mr. Pollet responded in the affirmative.

Mr. Lasmanis asked Mr. Pollet if their request for an EIS is not accomplished, would they contemplate procedural litigation to block the C&C Agreement. Mr. Pollet said as counsel for the organization he would have to discuss that with their Board of Directors. He added he was rather confident all the benefits of putting out to the public a full discussion of the impacts and the alternative would be seen and the Board would indeed do that.

Senator Guess asked if WashPIRG was going to ask USDOE for funds for support of the litigation which you intend to file. Mr. Pollet said no, but as the letter mentions, WashPIRG does suggest that the C&C can be used to guarantee that the states EIS is funded by the Federal government. He said WashPIRG would not be funded by the Federal government in any litigation. They would be funded by the members, who are the citizens affected by this action.

Representative Nelson observed that part of the EIS process he thought could include a declaration of nonsignificance. If that

were done, would that satisfy or has WashPIRG determined already that an EIS must be done. Mr. Pollet said they believed this is highly significant. He said he felt the Board, because of its discussions at this meeting, all understand the gravity of the actions and the programs that would be undertaken pursuant to the EIS. He said it would be hard to believe that nonsignificance could be declared on actions such as the Emergency Response Plan and the fact that one portion of the Agreement states the State will not concur if there is not strict and full liability.

Representative Nelson said in his view an Agreement that sets in motion things beneficial to the citizens of the State and requires the environmental impact to be measured--such as the economic risk of doing this activity at Hanford--is different from actually carrying it out. He said he was not sure how an EIS applied to an agreement that gets one to the environmental data that is wanted to be able to satisfy the environmental concerns of the people. Mr. Pollet replied they were not just talking about monitoring actions--it is funding levels, planning, etc., and they are talking about a programmatic EIS. He said this would not be the technical type of document as the EIS should Hanford be selected as a final repository site. He said it would answer such questions as what are the range of alternatives for monitoring and what are the various potential impacts of monitoring; what benefits could be secured; what are the benefits and impacts of various modes of state inspection of transportation, etc. He said what they had seen until now, a very good process of the Board giving its answers to alternatives raised by the public, and what they would like to see is an independent analysis of those alternatives.

Mr. Stevens asked if Mr. Pollet had any sense of how long that effort might take if it were initiated by the Board. Mr. Pollet replied if the Federal government would agree to fund it fairly promptly, the thought that similar EIS' have been accomplished in three to four months. He reiterated they were not talking about the type of detailed EIS that would be necessary for the repository.

When asked about an estimate of the cost considering the work WashPIRG had done thinking about it, Mr. Pollet said he did not have a sense of the cost. Mr. Stevens continued by saying since the Federal government had told the State they would not be held up on their program by the absence of a C&C Agreement in any state that they are working in, and if they were reluctant to fund an EIS, would WashPIRG be supportive of state funds to carry out that effort. Mr. Pollet said he would be supportive of using state funds and thought in the NWPA there are very strong elements the State could rely on in requesting funding.

Donald Moos inquired if it had been the decision of the Board not to pursue a C&C Agreement would WashPIRG be asking for an EIS. Mr. Pollet replied that the "no action" action is considered under SEPA and the National Environmental Policy Act to be an

action, and if the Board chose not to undertake negotiations whatsoever, that would have been rather significant. He believed the answer would very well have been yes.

Senator Williams recommended the Board ask for advice from Counsel on this whole question. Mr. Roe said he would evaluate the statute and would evaluate the interpretive regulations adopted by the Council of Environmental Policy of the State within the last year and provide a response to the Board as to whether that type of action discussed requires an impact statement be prepared. He said he assumed that the WashPIRG suggestion is that as a matter of law before this Board would act to take this to a public hearing, an impact statement should be prepared. Mr. Pollet replied that as a matter of law he thought the point was before the Board recommends definitive approval of a proposal, that would be the standard to apply and a matter of common sense, he urged the Board to have the impact statement available to the public before an Agreement is submitted to public hearing so the public can review all the discussion and comment thereon. Mr. Roe asked if Mr. Pollet were referring to "common sense" and not to a matter of law. Mr. Pollet replied if the Board is not proposing the adoption of a particular action, but it is submitted to public hearing, then there is no legal requirement that the EIS be prepared first. The requirement, he said, is that before a specific proposal is adopted, then that is when the Environmental Impact must be considered. Mr. Roe stated he would discuss the legal aspects with Mr. Pollet.

Mr. Lasmanis added that the Department of Natural Resources is running hearings and programmatic EIS concurrently on leasing of state lands. Mr Pollet said he thought it would be a very sensible part of the impact assessment process to incorporate the hearings and the comments at the hearings into the statement. Mr. Pollet added the EIS issue was something WashPIRG had only thought of recently.

Eileen Buller of the Hanford Oversight Committee commented on three areas of concern: Liability, Transportation, and Defense Waste. She said she thought if the Agreement is taken to public hearings all that could be taken on the Liability issue is the USDOE's strongest position, as negotiated so far, and the Board's acted-upon decision, if that decision is made today. Concerning Transportation, she thought the only position the Board could take in going to the public is to be honest and point out there are massive uncertainties on this issue, and that the State of Washington at this point in time cannot give any assurances to the people of the State of Washington on any transportation issue. She quoted from the NRC comments to the Mission Plan, "...currently such high-level wastes are not being shipped, and for that reason no shipment protection requirements are presently in force. Requirements, if needed, will be developed and put into force before wastes are shipped to a nuclear waste repository". She said an open and honest discussion would be welcomed by the citizens.

Concerning defense waste, Ms. Buller said it is her personal feelings that the State has lost a great leverage under the Nuclear Waste Policy Act by going outside and considering signing a Memorandum of Understanding. She said she was under the understanding the Act and the Guidelines allowed the State to take into consideration ongoing defense-related activities and/or any activities that are emitting radioactivity to the general public, or wherever. "We can take that into consideration when we look at a site for a nuclear waste repository, if indeed that is going to affect that nuclear waste repository, i.e., if indeed the population doses are going to be raised significantly." She felt the State had admitted defense waste was not even a litigation item to the Nuclear Waste Policy Act or the Guidelines.

Ms. Buller said that overall she strongly suggested that if the Board were to reach concurrence on the Liability issue it would provide more clarification for the public. She said if it were taken to the public as it was voiced today, she thought a larger can of worms would be opened than already exists. She felt there was no air-tight Agreement.

Donald Moos asked which position Ms. Buller referred to in her statement of taking the "strongest" position of USDOE. She clarified this by stating the State should remain tough, and there would be no use moving further if USDOE could not guarantee that little lifeline, with the public being made aware of all the discussions with USDOE.

Mr. Stevens referred to Ms. Buller's statement about the Defense Waste issue, and observed that the Nuclear Waste Policy Act was required to be carried out by a separate office to be established in USDOE, with different personnel. All questions posed by the State on defense wastes have been referred to the Defense Programs people, another Assistant Secretary's responsibility. He said his own personal opinion was nothing had been lost by seeing what could be done for the State on the defense side of USDOE relative to existing defense wastes. He said the Federal Negotiating Committee which has been appointed by the Regional Manager contains four people who are not involved in the Civilian Waste Management Program, which gives an indication of the separateness of those two programs. He said from the state's standpoint there is great concern about the implications, particularly in the commingling decision if that comes about. From the staff standpoint, he said, they are ready to move forward on a development of an agreement which would be useful for the state's interests pending the Presidental decision.

Ms. Buller said the one glaring problem preventing a guarantee to the people of the State of Washington on the Defense Waste issue and that is funding. She said without the money the program cannot be done. She felt they could maintain their refusal to fund this and she felt the Defense Waste is a litigation issue for both the State of Washington and the State of Nevada.

She continued she still felt that if separate agreements are negotiated the state's position is ultimately weakened in a court of law. She hoped the State would maintain its strongest posture which is in litigation and not in an MOU.

Senator Hurley inquired if it were possible for the Federal government to create a repository for only defense wastes if a separate agreement were executed by the State, with a repository for other wastes being created in another state. Mr. Buller said that was how it read to her. She said without an EIS on defense waste, she thought there was not enough light on the subject to go ahead with an MOU. Senator Hurley said she agreed with Ms. Buller on this and asked if any proposed agreement would be brought back to the Board before a conclusion was reached. Mr. Bishop replied it would definitely be brought before the Board before any action is taken. She recommended asking Counsel to investigate the questions involved concerning a court case.

Mr. Roe responded "yes" to both concerns. He said a Memorandum of Understanding would be required to be processed in the same fashion as the C&C Agreement. He stated he would investigate the question of litigation and report to the Chair and to Director Moos.

Following a five-minute recess, the Chair observed that since the time was so late and there were other items to be considered there should be another meeting to consider the C&C Agreement only. Because of the complexity of the Agreement, a meeting date of November 5, 1984, 1:30 p.m., in the EFSEC Hearings Room was set. Notices will be sent.

The Chair asked the Board members to review all comments and modifications suggested at this meeting to be prepared to take some action at the November 5 meeting. He requested Counsel to check the legal aspects of an EIS with a report to the Chair as soon as possible. Dr. Beare inquired if there would be time to clear with USDOE any changes in wording as he felt he could prepare about three words to take care of his concern on the Emergency Response Plan. Mr. Stevens assured him this could be done.

Environmental Assessment Draft

Mr. Stevens reported a great deal of preparatory work had been done in anticipation of the receipt of the Draft Environmental Assessment. He said the schedule had now changed and it was fairly certain the distribution date would be December 20, with a review period of 90 days, with a two-month review of the comments by the Department, so it should be at least mid-1985 before sites are nominated. He said staff and the Contractor had reviewed the pre-draft draft of the EA to identify the issues the Board should look at when the final draft is received, although the final

draft may be quite different. That list of issues was placed in the members' packets and he said analyses and advise to the Office would be welcome.

Also enclosed in the packets was an Executive Summary of the preliminary draft which was prepared by Envirosphere. He suggested study of these papers to prepare for the arrival of the draft document.

The Chair requested Dr. Beare to discuss briefly at the regular meeting of the Board on December 14 the Low-Level Waste Program as it relates to Social and Health Services.

Environmental Monitoring Committee

Don Provost reported the Environmental Monitoring Committee toured the Hanford site on September 25 to observe the ambient air, radiation soil, vegetation and groundwater sampling methods, and the meteorlogical capabilities. Also observed were air emission and effluent monitoring at Purex and there was a briefing on Battelle Environmental Surveillance Program and the Quality Assurance Program. He said it was a very encompassing tour.

Mr. Provost said when the Office submitted its grant to USDOE for the fiscal year 1985, some money was earmarked for the Monitoring Program and the Committee met briefly this morning to discuss details of this program. The Department of Social and Health Services presented a conceptual description of a monitoring program and to avoid any further delay in implementing it, the Committee drafted a Resolution which was presented to the Board for action at the meeting.

Dr. Beare of DSHS was asked to give a brief review of the program concept. Basically, Dr. Beare said, the concept involves three things. First, to enter into an agreement with USDOE in terms of establishing a fixed schedule of meetings, probably monthly, with the technical staff to review their data. Depending upon what kind of monitoring or quality assurance the Committee develops, to review DSHS data and make that a technical review of information. Then, perhaps, on a quarterly basis, a larger group could be involved, including the press and other interested parties. He said this discussion would be more attuned to keeping everyone up to speed on what is going on with respect to the whole monitoring program.

In addition, he said the funds from the grant would be used to bring on staff and determine what positions for the monitoring stations would be. In other words, he said, to determine the sentinel around the Hanford Reservation that would be desired to validate the data that is generated by USDOE and their various subcontractors.

Out of this work would come a development of a more sophisticated need for staffing and perhaps equipment requirements which would come in the second year of the grant as experience teaches what kind of a monitoring program is going to be required. He continued this is entirely related to the BWIP Project in terms of developing a baseline--monitoring what it is now and how it changes over time. The program would not deal with the other aspect, which is all the monitoring of the defense installations on the Reservation. Currently, DSHS is involved with Ecology in developing some basic agreement language, which would be the instrument from which once those grant funds are approved to actually effectuate this kind of a program.

Mr. Provost added that it is understood that the U.S. Department of Energy has conceptually agreed to fund environmental monitoring in the next grant and he asked for permission from the Board to move ahead to work out an Interagency Agreement with DSHS to do field and analytical work. He said USDOE agreement have to be received to work on the details and the scope of the work. The intent of the Resolution is to allow the Department of Social and Health Services and Ecology to work out an agreement and bring it back to the Board for approval.

Mr. Moos moved the adoption of the Resolution (see attached).

Mr. Lasmanis asked if the Resolution made it clear that DSHS will do the work, and not the Department of Ecology. Mr. Stevens suggested amending the Resolution by adding the words: "For the latter Agency" after the words "Health Services" at the end of line three in the last paragraph. With no objection, this language was added to the Resolution.

The motion was called and was adopted unanimously.

Mr. Provost reported that following a meeting in Seattle, some questions were raised by some members of the Board about the health effects of the Hanford Reservation. They wondered if this should be an item for the Monitoring Committee. In discussion the Committee felt this would be a separate issue which could be worked on by the Committee. However, the consensus was that the first step should be a presentation by the U.S. Department of Energy and the health research people. He said should the Board desire such a presentation it could be arranged with the USDOE. He said it would be logical for the Board to make a decision on how they wanted to handle this issue. The Chair said he thought this presentation should be encouraged and asked Mr. Provost to make the contact and then schedule the presentation at a convenient time. Mr. Provost added that Dr. Beare had said the Department of Social and Health Services would also be willing to participate in that type of a presentation.

The Chair stated there would be a special meeting at 1:30 p.m. on Monday, November 5, 1984, with the only item on the Agenda being the C&C Agreement. The next regular meeting of the Board will be at 1:30 p.m. on December 14, 1985.

There being no further business, the meeting was adjourned.

Nuclear Waste Board

Resolution 84-21

The siting of a high-level nuclear waste repository on the Hanford Reservation could have adverse radiological impacts both on and off the Reservation.

The U. S. Department of Energy performs radiological monitoring both on and off the Reservation.

The Nuclear Waste Policy Act authorizes grant funds to review federal activities for purposes of determining potential environmental impacts of a repository on the State and its residents.

THEREFORE, The Nuclear Waste Board recommends that the Department of Ecology enter into an interagency contract with the Department of Social and Health Services for the latter agency to establish a state approved, radiological baseline for referencing potential impacts from the proposed repository.

NUCLEAR WASTE BOARD

Warren A. Bishop 10/24/84

Warren A. Bishop, Chair Date

APPROVED BY NUCLEAR WASTE BOARD ACTION ON October 19, 1984.

David W. Stevens

David W. Stevens
Executive Secretary