

20. J. Linehan MS 62355
From: Cook JMRP



Department of Energy

Richland Operations Office, WM DOCKET CONTROL CENTER
P.O. Box 550
Richland, Washington 99352

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WM Project 10
Docket No.
PDR ✓
LPDR ✓

General Manager
Rockwell Hanford Operations
Richland, Washington

Distribution:

* REB Linehan DKM
MSB Hildenbrand CFR
(Return to WM 623-SS)

Dear Sir:

AGREEMENTS BETWEEN THE NUCLEAR REGULATORY COMMISSION (NRC) AND DOE (PROCEDURAL AGREEMENT, SITE-SPECIFIC PROCEDURAL AGREEMENT AND APPENDICES THERETO)

Recent discussions with the NRC Onsite Representative (OR), and Rockwell-BWIP have indicated that some clarification and guidance is in order regarding the above noted agreements.

The agreements made with the NRC, as noted above, are two: (1) A Procedural Agreement dated June 29, 1983, and (2) a Site-Specific Procedural Agreement dated September 18, 1984, and amended on June 14, 1985. Both are enclosed for your files and use.

The Site-Specific Procedural Agreement contains several appendices which from time to time may be amended or added to as the need arises. The attached Appendix 7 represents just such an amendment and concerns the activities and working relationship of the OR mentioned above. The intent of this letter is to provide you guidance in dealing with that appendix.

Appendix 7 has been negotiated and written to provide the OR as much access as is practical during the site investigation and characterization phase of the project, so that he can better perform his role as information facilitator and identify early any concerns that could relate to licensing issues. He is not chartered to generate or create independent official NRC positions or questions which would necessitate added technical work or impact program direction. All formal positions or questions must be originated through the NRC Project office directly to DOE, and in no case to contractors or sub-contractors directly.

Personnel assigned to the OR office have in the immediate past provided DOE some concern. The original intent of this sentence in the introduction to the appendix was to recognize that the work load in the OR's office might call for some additional assistance, or even interim assistance of specific technical nature when specific long term activities are taking place. Such activities might be the sinking of the shaft, activities associated with the Large Scale Pump test and possibly others. In those cases, it might be in the best interests of all concerned to have specific technical representation witness such activities. The intent of the wording was not for the purpose of circumventing specific requests for data reviews or to provide uncontrolled access to repository facilities as the NRC desired for their own purpose or

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length of time. The addition of personnel to the OR's office should be for a specific purpose, and should only take place after notice and discussion with DOE.

In regard to the points 1 through 9 of the Appendix we have the following guidance to offer:

- (1) Item 1: The meetings paragraph was written to be as loose as possible, allowing the OR to attend as many technical meetings as he deems necessary to perform his duties; however, he does require Project permission to attend. It is also recognized that DOE and its contractors do require some closed sessions to deal appropriately with management problems, specific program strategies and possibly other problem areas. The OR can and does have the right to appeal those closed sessions he believes he should have access to through the BWI Division Director.
- (2) Item 2: Communications with project personnel was written with the understanding that interaction and discussion with the personnel is vital to the performance of the OR function. As indicated in Item 2, the contacts with project personnel should be for a reason and cleared with DOE or Rockwell supervisory staff. The OR should pursue his interviews in a highly professional manner and not interfere with project work or disrupt the normal duties of personnel. In this regard the OR is a visitor or guest who should be cooperated with to the fullest extent. On the other hand, the intent of this paragraph is not to provide free run of the facilities and hallways. He is not to remain in the facilities after hours alone unless invited to a meeting or for other similar good reason; also, he is not to possess keys to the facilities or laboratories.
- (3) Item 3: This paragraph deals with access to documentation as does the Procedural Agreement. The access to Quality Assurance (QA) assured and cleared data is for the most part reasonably well spelled out and deserves no added comment. It is to be remembered that the providing of, or release of, draft material of reports containing analysis of data, analysis of experimental results, special studies, and the like to the OR, either from the prime contractor, subcomponent technical disciplines or subcontractors not technically reviewed by the prime contractor and concurred in by DOE will not be released. DOE will if necessary, concur to provide complete review records of specifically requested documentation if requested after the formal release. It is acknowledged that the OR can review certain documents without copying or the retention thereof.
- (4) Item 4: This paragraph also relates directly to documentation, but of a regulatory or licensing nature. The drafts of these documents cannot be made available except by DOE itself.

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- (5) Item 5: This paragraph of the appendix is self explanatory. It is a statement for the record to emphasize that the OR exercises no managerial role over DOE or its contractors.
- (6) Item 6: This paragraph of the appendix is self explanatory and requires no clarification.
- (7) Item 7: This paragraph again as Item 2 relates to facility access. This item should be reviewed carefully. The paragraph does not allow the OR unannounced access to controlled facilities. Tours of all controlled facilities must be conducted by BWI Division. In carrying out discussions with personnel, as well as scheduling visits, the guidelines of Item 2 should be adhered to and observed by the OR.
- (8) Item 8: This paragraph indicates that the OR should make at least weekly contact with the local DOE office. The contents of this item require no clarification
- (9) Item 9: This paragraph deals with the distribution of Appendix 7 to all contractors and subcontractors which may have a reason to visit or deal with the OR.

In keeping with Item 9 above, you are hereby requested to distribute all of the enclosed NRC/DOE agreements to all appropriate Rockwell-BWIP managers, as well as other prime and subcontractors under your direction. This letter of clarification and guidance can also accompany those enclosures.

If there is a need to amend any of the agreements, the amendments will be forwarded to you for the same distribution. If there are any other clarifications regarding these documents and their appendices, please contact Mr. J. E. Mecca, Chief of Licensing, Environmental and Safety Branch at (509)376-5038, immediately.

Very truly yours,

ORIGINAL SIGNED BY

O. L. Olson, Director
Basalt Waste Isolation Branch

BWI:JEM

Enclosures

cc w/encl:

L. R. Fitch, Rockwell

J. P. Knight, DOE-HQ

~~F. R. Cook, NRC-OR~~