

**INTERIM STORAGE
PARTNERS**

January 7, 2019
E-53364

Director, Division of Spent Fuel Management
Office of Nuclear Material Safety and Safeguards
U. S. Nuclear Regulatory Commission
Attn: Document Control Desk
One White Flint North
11555 Rockville Pike
Rockville, MD 20852

Subject: Partial Response to RAI Part 1, Physical Security, including Revision 3 of the Physical Security Plan, Guard Training and Qualification Plan, Docket 72-1050

- Reference:**
1. Letter from John-Chau Nguyen (NRC) to Elicia Sanchez (ISP), Interim Storage Partners' License Application to Construct and Operate the Waste Control Specialists Consolidated Interim Storage Facility, Andrews County, Texas, Docket No. 72-1050 – First Request for Additional Information Part 1, Physical Security, dated November 6, 2018 (E-51587)
 2. Letter from J. Scott Kirk (WCS) to Mark Lombard (NRC), License Application to Construct and Operate a Consolidated Interim Storage Facility for Spent Nuclear Fuel in Andrews County, Texas, Docket 72-1050, dated April 28, 2016

Interim Storage Partners (ISP) hereby files this partial response to the Request for Additional Information (RAI) Part 1, Physical Security documented in the attachments to the NRC letter dated November 6, 2018 (Reference 1) to support continued NRC review of the April 28, 2016 WCS License application requesting authorization to construct and operate a Consolidated Interim Storage Facility for Spent Nuclear Fuel in Andrews County, Texas (Reference 2).

Contained in this submittal are responses to seventeen (17) of the twenty-eight (28) RAIs attached to Reference 1.

S001
NM5526
NM55

ISP and its team have determined that in order to provide complete and high quality responses to the balance of the RAIs, we will need additional time to conclude the required responses. We would also like to schedule a meeting with NRC staff to discuss the remaining RIAs. Following that meeting, ISP will provide a schedule for completing our responses to the RAIs.

This submittal contains the following enclosures:

- Enclosure 1 provides responses to the RAIs items (SGI).
- Enclosure 2 is Revision 3 of the Physical Security Plan (SGI)
- Enclosure 3 contains Revision 3 of the Training and Qualification Plan (SGI)
- Enclosure 4 contains revised MOUs and changed SAR pages (Public)

Physical Security Plan and Guard Training and Qualification Plan changes are tracked and indicated by revision bars in Revision 3 of these documents.

No changes were required to the Safeguards Contingency Plan, therefore the current revision for this document remains Revision 2. All of the documents included in the attachment are marked as Safeguards Information and must be withheld from unauthorized disclosure pursuant to 10 CFR 73.22.

ISP requests that a copy of all correspondence regarding this matter be directly mailed to Mr. Jack Boshoven, Chief Engineer CISF Licensing and Engineering, at 7135 Minstrel Way, Suite 300, Columbia, MD 21045.

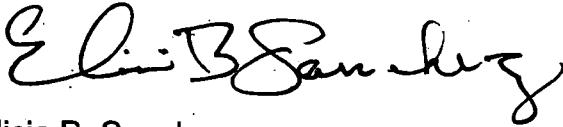
Should you have any questions regarding this submittal, please contact Mr. Jack Boshoven by telephone at (410) 910-6955, or by email at jack.boshoven@orano.group.

~~Safeguards Information~~

When separated from Safeguards Information enclosure(s), this document is decontrolled provided the transmittal document does not otherwise warrant protection from the unauthorized disclosure.

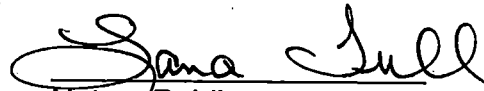
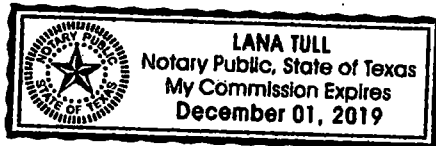
I certify under penalty of perjury that the foregoing is true and correct.

Sincerely,



Elicia B. Sanchez,
Chief Financial Officer
Interim Storage Partners LLC

I certify the above names person appeared before me and executed this document on this 7th day of January 2019


Notary Public

cc: John (Chau) Nguyen (NRC SFM) – Letter Only
Jeff Isakson, ISP/TN Americas – Letter Only
Jack Boshoven, ISP/TN Americas – Letter Only

Enclosures:

1. RAI Responses (SGI)
2. PSP-100 WCS CISF Physical Security Plan Revision 3 Effective Date 1/4/19 (SGI)
3. STW-700 WCS CISF Training and Qualification Plan Revision 3 Effective Date 1/4/19 (SGI)
4. MOUs and changed SAR pages (Public)

Enclosure 4

(Public)

3.4.2 Design Criteria for Other SSCs Not Important-to-Safety

The classification of SSCs allows the application of design criteria in a graded manner. The system classifies SSCs by function in order to apply the appropriate design criteria. Design criteria for NITS buildings and structures are discussed in this section.

The design criteria for SSCs classified as NITS, but that have importance to operations, such as transport vehicles, fire detection and suppression systems, security systems, radiation monitoring systems, and temperature monitoring systems, are addressed in subsequent chapters of this SAR. These SSCs are designed in accordance with their applicable codes and standards.

The WCS CISF radiation monitors are classified as NITS. The radiation monitors are not used to prevent or mitigate any credible accidents. The WCS CISF will utilize several types of radiation monitors including area monitors, thermoluminescent dosimeters (TLD), portable hand held monitors, personnel dosimetry, and portable airborne monitors. The use of several different types of monitors ensures that redundant methods are in place to detect high radiation conditions and provide warning for onsite personnel.

The temperature monitoring system where used is classified as NITS. The purpose of the temperature monitoring system is to provide continuous surveillance of each cask's temperature to ensure proper operation. The temperature monitoring system is designed so that a monitor failure would result in a loss of signal to the monitoring computer. The loss of signal would initiate an alarm informing security personnel of a potential cask temperature problem. Security personnel would then contact operations personnel. In place of temperature monitoring, regular visual inspection for inlet and outlet blockage to ensure that the overpacks remain operable may be implemented.

3.4.2.1 Important to Physical Protection of Facility and Materials

10 CFR Part 72, Subpart H [3-23] details requirements for a physical security and safeguards contingency plan, and physical protection design. The detailed physical security plan and a safeguards contingency plan are provided separately. Physical protection design requirements and criteria are described in Section 4.8. SSCs related to physical protection of the facility and materials satisfy the applicable requirements of 10 CFR Part 73. *To assure that the final security system meets the design criteria for the WCS CISF physical protection, the physical protection system will be treated as ITS Quality Category C with the exception that 10 CFR Part 21 does not apply.*

3.4.2.2 Conventional Quality

WCS CISF SSCs not designated as ITS are considered to be of conventional quality. Conventional quality SSCs are designed and constructed in accordance with commercial standards as described below. The design of conventional structures conforms with the requirements of ACI 318 [3-6] for concrete and the AISC Manual of Steel Construction [3-7] for structural steel.

Table 3-5
Quality Assurance Classification of Structures, Systems, and Components as
Utilized at the WCS CISF⁽¹⁾

Important-To-Safety	Not Important-To-Safety
Classification Category A	Facility Infrastructure
SNF Canister	Security and Administration Building
	Storage Pads (NUHOMS® Storage Overpacks)
Classification Category B	Overhead Building Cranes
Storage Overpacks	Overhead Building Crane Lifting Devices
Canister Transfer System	Electrical Power
Vertical Cask Transporter	
Classification Category C	Facility Lighting
Storage Pads (Vertical Concrete Storage overpacks)	NUHOMS® Cask Transfer Trailer
Cask Handling Building	Radiation Monitors
	Temperature Monitoring System
Treated as Category C	Communication System
<i>Derailer (See Note 2)</i>	Fire Protection System
<i>CAS (See Note 2)</i>	Potable Water System
<i>Security Lighting (See Note 2)</i>	Sanitary Waste/Septic Systems
<i>Security Cameras (See Note 2)</i>	Facility Roads
<i>Security Alarm Systems (See Note 2)</i>	Railroad Line Components
<i>Backup Electric Power (Generators) (See Note 2)</i>	Associated Support Equipment

Notes:

- (1) Quality Assurance Classifications for each of the Storage Systems SSCs are addressed in Table 3-4.
- (2) Treated as ITS Category C with the exception 10 CFR Part 21 does not apply.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CARLSBAD MEDICAL CENTER AND WASTE CONTROL SPECIALISTS LLC AND INTERIM STORAGE
PARTNERS LLC**

The purpose of this Memorandum of Understanding is to provide for the cooperation and coordination between the Carlsbad Medical Center and Waste Control Specialists LLC (WCS) and Interim Storage Partners LLC (ISP).

WCS operates a fully permitted and licensed hazardous and low level radioactive waste treatment, storage and disposal facility. ISP operates a licensed Consolidated Interim Storage Facility (WCS CISF) for Spent Nuclear Fuel. In the event of an emergency, there is a potential need for hospital medical services for citizens who may be employed by, contracted by, or visiting the facility.

Therefore, during the construction, operations and decommissioning of the WCS waste treatment, storage and disposal facilities and WCS CISF in Andrews County, the following is agreed to:

1. The Carlsbad Medical Center agrees to work with WCS/ISP in coordinating emergency plans and procedures for assistance during the construction, operation and decommissioning phases of the WCS/WCS CISF facilities in Andrews County.
2. In the event of an emergency at the facility, the Carlsbad Medical Center Medical Center will coordinate with WCS/ISP and local emergency response organizations to establish hospital medical services as needed.
3. If at any time the Carlsbad Medical Center, in their judgment, determines they do not have the resources to respond to the request for services from WCS/ISP due to other obligations or events, the Carlsbad Medical Center will be held harmless of any consequences.
4. The Carlsbad Medical Center will be invited to participate in joint training and emergency preparedness drills and exercises.
5. All Carlsbad Medical Center equipment property and personnel will remain under the operational control of their respective unit(s).
6. This agreement will be reviewed every five years. Either party may terminate this agreement with a ninety day written notice to the other party.

In witness whereof, the parties have executed this Memorandum of Understanding on the date indicated.

Name (print)	Name (print)	Name (print)
Signature	Signature	Signature
Title	Title	Title
Waste Control Specialists LLC	Interim Storage Partners LLC	Carlsbad Medical Center
Date: _____	Date: _____	Date: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF ANDREWS AND WASTE CONTROL SPECIALISTS LLC AND INTERIM STORAGE
PARTNERS LLC**

The purpose of this Memorandum of Understanding is to provide for the cooperation and coordination between the City of Andrews and Waste Control Specialists LLC (WCS) and Interim Storage Partners LLC (ISP).

WCS operates a fully permitted and licensed hazardous and low level radioactive waste treatment, storage and disposal facility. ISP operates a licensed Consolidated Interim Storage Facility for Spent Nuclear Fuel. In the event of an emergency, and the potential need for services, the City of Andrews will respond to the facility and provide Primary Fire Fighting Services, Emergency Medical Services and Police services should they be needed at the facility.

Therefore, during the construction, operations and decommissioning of the WCS waste treatment, storage and disposal facilities and the WCS CISF in Andrews County, the following is agreed to:

1. The City of Andrews agrees to work with WCS/ISP in coordinating emergency plans and procedures for assistance during the construction, operation and decommissioning phases of the WCS/WCS CISF facilities in Andrews County.
2. In the event of an emergency at the facility, the City of Andrews will coordinate with WCS/ISP to establish Police, Emergency Medical and Fire Fighting Services as needed at the facility. Once on-scene, the City of Andrews will have jurisdiction as the Primary Emergency Authority for Fire Fighting Services. When present on-scene, the Andrews County Sheriff's Office will coordinate any police response as the Primary Emergency Authority for Law Enforcement. A separate WCS - Police Department MOU exists.
3. At the request of the City of Andrews, and subject to the approval of WCS, WCS trained responders and equipment will respond to an emergency event in support and at the direction of the City of Andrews.
4. If at any time City of Andrews, in their judgment, determines they do not have the resources to respond to the request for services from WCS/ISP due to other obligations or events, the City of Andrews will be held harmless of any consequences.
5. The City of Andrews will be invited to participate in joint training and emergency preparedness drills and exercises.
6. All City of Andrews equipment property and personnel will remain under the operational control of their respective agency.
7. This agreement will be reviewed every five years. Either party may terminate this agreement with a ninety day written notice to the other party.

In witness whereof, the parties have executed this Memorandum of Understanding on the date indicated.

Name (print)	Name (print)	Name (print)
Signature	Signature	Signature
Title	Title	Title
Waste Control Specialists LLC	Interim Storage Partners LLC	City of Andrews
Date: _____	Date: _____	Date: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
EUNICE FIRE AND RESCUE AND WASTE CONTROL SPECIALISTS LLC AND INTERIM STORAGE
PARTNERS LLC**

The purpose of this Memorandum of Understanding is to provide for the cooperation and coordination between the Eunice Fire and Rescue and Waste Control Specialists LLC (WCS) and Interim Storage Partners LLC (ISP).

WCS operates a fully permitted and licensed hazardous and low level radioactive waste treatment, storage and disposal facility. ISP operates a licensed Consolidated Interim Storage Facility for Spent Nuclear Fuel. In the event of an emergency, and the potential need for services, Eunice Fire and Rescue will respond to the facility and provide Emergency Medical and Fire Fighting Services should they be needed at the facility.

Therefore, during the construction, operations and decommissioning of the WCS waste treatment, storage and disposal facilities and the WCS CISF in Andrews County, the following is agreed to:

1. Eunice Fire and Rescue agrees to work with WCS/ISP in coordinating emergency plans and procedures for assistance during the construction, operation and decommissioning phases of the WCS/WCS CISF facilities in Andrews County.
2. In the event of an emergency at the facility, Eunice Fire and Rescue will coordinate with WCS/ISP to provide Fire Fighting and Emergency Medical Services as needed at the facility. Once on-scene, the City of Andrews will have jurisdiction as the Primary Emergency Authority for Fire Fighting Services.
3. If at any time Eunice Fire and Rescue, in their judgment, determines they do not have the resources to respond to the request for services from WCS/ISP due to other obligations or events, Eunice Fire and Rescue will be held harmless of any consequences.
4. At the request of Eunice Fire and Rescue, and subject to the approval of WCS, WCS trained responders and equipment will respond to an emergency event in support of and at the direction of Eunice Fire and Rescue.
5. Eunice Fire and Rescue will be invited to participate in joint training and emergency preparedness drills and exercises.
6. All Eunice Fire and Rescue equipment property and personnel will remain under the operational control of their respective agency.
7. This agreement will be reviewed every five years. Either party may terminate this agreement with a ninety day written notice to the other party.

In witness whereof, the parties have executed this Memorandum of Understanding on the date indicated.

Name (print)	Name (print)	Name (print)
Signature	Signature	Signature
Title	Title	Title
Waste Control Specialists LLC	Interim Storage Partners LLC	Eunice Fire and Rescue
Date: _____	Date: _____	Date: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE LEA REGIONAL MEDICAL CENTER AND WASTE CONTROL SPECIALISTS LLC AND INTERIM
STORAGE PARTNERS LLC**

The purpose of this Memorandum of Understanding is to provide for the cooperation and coordination between the Lea Regional Medical Center and Waste Control Specialists LLC (WCS) and Interim Storage Partners LLC (WCS).

WCS operates a fully permitted and licensed hazardous and low level radioactive waste treatment, storage and disposal facility. ISP operates a licensed Consolidated Interim Storage Facility for Spent Nuclear Fuel. In the event of an emergency, there is a potential need for hospital medical services for citizens who may be employed by, contracted by, or visiting the facility.

Therefore, during the construction, operations and decommissioning of the WCS waste treatment, storage and disposal facilities and the WCS CISF in Andrews County, the following is agreed to:

1. The Lea Regional Medical Center agrees to work with WCS/ISP in coordinating emergency plans and procedures for assistance during the construction, operation and decommissioning phases of the WCS/WCS CISF facilities in Andrews County.
2. In the event of an emergency at the facility, the Lea Regional Medical Center will coordinate with WCS/ISP and local emergency response organizations to establish hospital medical services as needed.
3. If at any time the Lea Regional Medical Center, in their judgment, determines they do not have the resources to respond to the request for services from WCS due to other obligations or events, the Lea Regional Medical Center will be held harmless of any consequences.
4. The Lea Regional Medical Center will be invited to participate in joint training and emergency preparedness drills and exercises.
5. All Lea Regional Medical Center equipment property and personnel will remain under the operational control of their respective unit(s).
6. This agreement will be reviewed every five years. Either party may terminate this agreement with a ninety day written notice to the other party.

In witness whereof, the parties have executed this Memorandum of Understanding on the date indicated.

Name (print)	Name (print)	Name (print)
Signature	Signature	Signature
Title	Title	Title
Waste Control Specialists LLC	Interim Storage Partners LLC	Lea Regional Medical Center
Date: _____	Date: _____	Date: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PERMIAN REGIONAL MEDICAL CENTER AND WASTE CONTROL SPECIALISTS LLC AND INTERIM
STORAGE PARTNERS LLC**

The purpose of this Memorandum of Understanding is to provide for the cooperation and coordination between the Permian Regional Medical Center and Waste Control Specialists LLC (WCS) and Interim Storage Partners LLC (ISP).

WCS operates a fully permitted and licensed hazardous and low level radioactive waste treatment, storage and disposal facility. ISP operates a licensed Consolidated Interim Storage Facility for Spent Nuclear Fuel. In the event of an emergency, there is a potential need for hospital medical services for citizens who may be employed by, contracted by, or visiting the facility.

Therefore, during the construction, operations and decommissioning of the WCS waste treatment, storage and disposal facilities and the WCS CISF in Andrews County, the following is agreed to:

1. The Permian Regional Medical Center agrees to work with WCS/ISP in coordinating emergency plans and procedures for assistance during the construction, operation and decommissioning phases of the WCS/WCS CISF facilities in Andrews County.
2. In the event of an emergency at the facility, the Permian Regional Medical Center will coordinate with WCS/ISP and local emergency response organizations to establish hospital medical services as needed.
3. If at any time the Permian Regional Medical Center, in their judgment, determines they do not have the resources to respond to the request for services from WCS due to other obligations or events, the Permian Regional Medical Center will be held harmless of any consequences.
4. The Permian Regional Medical Center will be invited to participate in joint training and emergency preparedness drills and exercises.
5. All Permian Regional Medical Center equipment property and personnel will remain under the operational control of their respective unit(s).
6. This agreement will be reviewed every five years. Either party may terminate this agreement with a ninety day written notice to the other party.

In witness whereof, the parties have executed this Memorandum of Understanding on the date indicated.

Name (print)	Name (print)	Name (print)
Signature	Signature	Signature
Title	Title	Title
Waste Control Specialists LLC	Interim Storage Partners LLC	Permian Regional Medical Center
Date: _____	Date: _____	Date: _____