



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D. C. 20555

DCS
WM-40

JAN 9 1981



Mr. L. M. Mills, Manager
Nuclear Regulation and Safety
Tennessee Valley Authority
400 Chestnut Street, Tower II
Chattanooga, Tennessee 37401

Dear Mr. Mills:

This letter is in response to your letter of November 6, 1980, which lists 20 stipulations for the receipt and temporary storage of radioactive material removed from the offsite areas of Edgemont during the cleanup program which the NRC, through its prime contractor the Battelle Pacific Northwest Laboratories (BPNL), is conducting.

Basically, we have no problems with your stipulations 1 through 15, recognizing that all concerned parties, including Silver King Mines, Inc. (SKM), shall conduct all operations in a reasonable manner in order to minimize the spread of low-levels of contamination due to the off-site cleanup activities.

Stipulation 16 requires that BPNL complete an engineering evaluation of the adequacy of the Cottonwood Creek crossing, but such findings should be documented so that any damage which may occur as a result of BPNL's usage of the crossing may be more accurately assessed at that time. To this end, BPNL has been requested to conduct and to document their findings as to the adequacy of the Cottonwood Creek crossing (see attached letter).

Stipulation 17 requires BPNL to decontaminate its trucks before they leave the mill site; and BPNL has been requested to provide written procedures which detail such decontamination and cleanup activities (see attached letter).

Stipulation 18 requires stabilization procedures to be developed by BPNL and approved by SKM; however, BPNL has been requested (see attached letter) to provide written procedures detailing the interim and final stabilization procedures which will be reviewed and approved by the NRC.

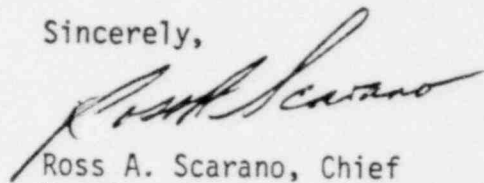
Stipulation 19 requires that the NRC will be responsible for and shall remedy such failures at its expense should BPNL fail to meet any of its responsibilities; however, the NRC shall require that BPNL secure payment and performance bonds from all subcontractors. Therefore, the NRC shall not be held liable for any failures on the part of BPNL or any of its subcontractors.

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Stipulation 20 indicates that TVA may terminate this agreement upon 30 days' written notice to the NRC; however, all concerned parties to this agreement must work together so that no problems will arise so as to create such difficulties that the Edgemont Cleanup Action Program cannot progress to a successful conclusion.

Therefore, until BPNL has had the opportunity to review and comment upon your stipulations regarding the Edgemont Cleanup Action Program, the NRC will not execute the subject letter at this time. Also, for this same reason, the NRC will not execute TVA's indemnification and hold harmless form of November 18, 1980.

Sincerely,



Ross A. Scarano, Chief
Uranium Recovery Licensing Branch
Division of Waste Management

Enclosure:

Letter to N. A. Wogman, BPNL

cc: R. Perkins, BPNL
N. A. Wogman, BPNL



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D. C. 20555

JAN 9 1981

Dr. N. A. Wogman, Manager
Radiological and Inorganic
Chemistry Studies
Battelle Pacific Northwest Laboratories
P. O. Box 999
Richland, Washington 99352

Dear Dr. Wogman:

This letter is to provide further guidance regarding the Edgemont Cleanup Action Program (B-2217-0) with respect to the coordination of your activities with the Silver King Mines, Inc. (SKM), TVA's operator at the Edgemont Uranium Mill site, for the cleanup of residual radioactivity at off-site locations and the ultimate delivery of such material to the existing tailings pile. Also, this letter supplements discussions contained in our letter to you dated October 10, 1980.

You are requested to review the attached letter from the Tennessee Valley Authority to R. A. Scarano, dated November 6, 1980; and to provide any written comments concerning the twenty stipulations as discussed in that letter. In particular, you are requested to provide written comments for the following stipulations of that letter:

Stipulation 16: Describe how BPNL will conduct and document the engineering evaluation of the Cottonwood Creek crossing.

Stipulation 17: Describe the necessary decontamination procedures as may be required for personnel, machinery and/or equipment (such procedures were already discussed in the October 10, 1980 letter to you).

Stipulation 18: As discussed in the October 10, 1980 letter to you, there is no need for the interim stabilization of individual loads of removed residual radioactivity so long as all such material is kept in the water wetted-down condition. Therefore, describe the methods to be employed to assure that all material is kept in the water wetted-down condition; and also provide a description of the final stabilization procedure which will be performed upon completion of the entire cleanup program or more frequently if necessary as based upon your determination.

Stipulation 19: Provide the procedure which BPNL will use in its subcontracting to secure adequate payment and performance bonds from all subcontractors.

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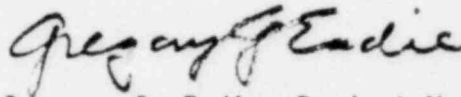
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As NRC's contractor for this project, BPNL must conduct all of its operations in such a manner so as to assure the health and safety of all participants and must meet all legal responsibilities to preclude any future liability actions against the NRC.

Also, please review and provide written comments on the attached letter from TVA to R. A. Scarano, dated November 18, 1980, which requests that NRC and BPNL execute an indemnification and hold harmless statement.

If you have any questions in this matter or on these requests for written responses to the TVA stipulations, please contact me at 301-427-4103.

Sincerely,



Gregory G. Eadie, Project Manager
Uranium Recovery Licensing Branch
Division of Waste Management

Attachment:
As stated

cc: R. Perkins, BPNL
L. M. Mills, TVA

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RAS

400 Chestnut Street Tower II
November 6, 1980

Mr. Ross A. Scarano
United States Nuclear Regulatory Commission
Uranium Recovery Licensing Branch
Mail Stop SS 483
7914 Eastern Avenue
Silver Spring, Maryland 20910

Dear Mr. Scarano:

In the Matter of the)
Tennessee Valley Authority) Docket No. 40-1341

In response to your September 18, 1980, request to me concerning the Edgemont Cleanup Action Program, TVA has developed the following stipulations for receipt and temporary storage of radioactive materials removed from the offsite areas of Edgemont during the cleanup program. We understand that Battelle Pacific Northwest Laboratories (BPNL) will be NRC's contractor for this program. TVA's operator at the Edgemont uranium mill, Silver King Mines, Inc. (SKM), will participate in implementing the stipulations. We also understand that these stipulations are in accordance with SUA-816 and the NRC approves of the stabilization approach to be employed. The stipulations are as follows:

1. Only uranium mill tailings or materials contaminated by such tailings will be accepted for disposal at the Edgemont mill site. Any additional material would be accepted by prior approval only and at the discretion of TVA.
2. BPNL will provide SKM for its approval a schedule for BPNL's cleanup activities, including the number of truck loads per day, their frequency, and the tonnage of material expected. This should be updated as BPNL's cleanup operations continue and additional areas are designated for cleanup.
3. Each truck must be accepted and logged in by a designated SKM employee.
4. Trucks will be allowed access to the mill site only during weather conditions which are safe to roads.
5. Trucks will be required to travel at a speed of _____ as determined by SKM. Speed limit _____ hour.

DUPLICATE DOCUMENT

Entire document previously entered into system under:
ANO 8012140339

No. of pages: 5

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