

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE STATE OF RHODE ISLAND

AND THE

U. S. NUCLEAR REGULATORY COMMISSION

REGARDING

DECOMMISSIONING OF UNC RECOVERY SYSTEMS,

WOOD RIVER JUNCTION

JULY 1982

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1.0 SCOPE AND PURPOSE:

- 1.1. The terms of this Memorandum of Understanding (MOU) shall apply and be limited to the decontamination and decommissioning of the UNC Recovery Systems (hereinafter referred to as UNC or the licensee) facility and groundwater located at Wood River Junction, Rhode Island.
- 1.2. The purpose of this MOU is to set forth mutually acceptable levels of cooperation between, and define the rights and obligations of, the signatory parties during the above referenced decontamination and decommissioning process.

2.0 PRINCIPLES OF COOPERATION:

- 2.1. Close cooperation between the signatories will help assure that the goals and policies of State and Federal law and regulations will be carried out efficiently and expeditiously.
- 2.2. With the execution of this MOU, the State and NRC agree to consult regularly and cooperate in exploring and devising appropriate procedures to minimize, to the extent possible, duplication of effort and to avoid delays in decision making so that effective use will be made of the resources of the State and NRC.
- 2.3. NRC and the State agree to share proprietary information in each other's possession relating to the decontamination and decommissioning of the licensee's facility, provided that the proprietary nature of this information shall be respected and preserved.

- 2.4. The principal NRC contact under this MOU shall be W. T. Crow, a member of the staff of the Office of Nuclear Material Safety and Safeguards. The principal State contact shall be _____
- 2.5. Where differences of opinion on technical matters between the State and NRC occur, every reasonable attempt will be made to resolve these differences at the working staff level.
- 2.6. If an issue should arise which cannot be promptly resolved at the working staff level, the NRC and the State agree to refer the matter to a technical review committee for recommendation. The technical review committee shall consist of five individuals mutually acceptable to the State and the NRC. The Chairman of the Committee will be selected by committee members.

3.0 DECONTAMINATION CRITERIA FOR UNRESTRICTED RELEASE:

- 3.1. Although specific target criteria are identified as guidance to the licensee during his decontamination efforts, the as low as reasonably achievable "ALARA" philosophy shall be followed during decontamination of the facilities, grounds and groundwater considering the state of technology and economics of decontaminating below the target criteria.
- 3.2. Surface contamination criteria (facilities and equipment).
- 3.2.1. The target criteria for decontaminating facilities and equipment shall be those specified in Table I, of NRC's "Guidelines for Decontamination of Facilities and Equipment Prior to Release for Unrestricted Use or Termination of Licenses for Byproduct, Source or Special Nuclear Material," 1976.

3.3. Soil Contamination Criteria

The target criteria for evaluating the contamination in soil shall be those specified in NRC's Soil Decontamination Criteria for the Decommissioning of the UNC Facility," dated May 12, 1981.

3.4. Groundwater Contamination Criteria

The target criteria for evaluating the groundwater contamination shall be the U.S. EPA "National Interim Primary Drinking Water Regulations, As Amended."

4.0. DECOMMISSIONING PROCEDURE:

4.1. Prior to terminating the license for the United Nuclear Corporation's Wood River Junction, Rhode Island, facility and the release of the facilities for unrestricted use,

4.1.1. The NRC will confirm that the licensee has

4.1.1.1. decontaminated the facilities, soil and groundwater using the criteria specified in Paragraph 3.0.

4.1.1.2. provided the NRC with a detailed evaluation of this decontamination effort in the form of a radiological survey report to document that the criteria have been met.

4.1.1.3. justified by "pathway to man" dose calculations any exceptions to the above criteria.

4.1.2. The NRC will

4.1.2.1. discuss the UNC radiological survey report on the decontamination effort with the State including any requests from UNC for exceptions to the decontamination criteria.

- 4.1.2.2. perform a radiological survey to confirm the results of the UNC survey. If the NRC should find that further decontamination is needed, the NRC will require UNC to take further action.
- 4.1.2.3. prepare a report which documents the staff's evaluation of the radioactive and non-radioactive contamination at the UNC site which justifies termination of the license.
- 4.1.2.4. release the report to the State and the public and provide an appropriate period for review and comment.

5.0 CONFIRMATORY SURVEYS AND INVESTIGATIONS:

- 5.1. The NRC will supply the State with a copy of NRC's proposed confirmatory survey plan for review and provide it a reasonable opportunity to comment prior to implementation.
- 5.2. The NRC will inform the State of any NRC planned site confirmatory surveys, inspections or investigations in advance so that the State may accompany NRC personnel if they so desire.

5.3. The NRC will provide the State with the results of all site confirmatory surveys and investigations as soon as they are available.

6.0. MODIFICATION OF THE NRC LICENSE:

Prior to approving any modification of the license presently in force, NRC will notify the State and provide it a reasonable opportunity to comment on or recommend alternatives to the proposed modification.

7.0. PUBLIC INFORMATION AND HEARINGS:

7.1. The State and NRC jointly agree that all evaluated data and documents relating to the decommissioning of UNC Recovery Systems, Wood River Junction, other than those entitled to protection as proprietary, shall be made public in a timely fashion in the Local Public Document Rooms.

7.2. The State and NRC jointly agree to conduct and participate in public information forums as appropriate.

7.3. Prior to termination of the NRC license, the NRC will provide the State reasonable opportunity to comment on or contest termination of the license.

8.0. EFFECTIVE DATE:

This MOU shall take effect immediately upon signing by authorized representatives of the State and the NRC.

9.0. TERMINATION:

This MOU may be terminated upon thirty days' notice by either party or upon termination of the UNC license, whichever is first.

10.0. STATUTORY AUTHORITIES:

Nothing in this MOU is intended to restrict or extend the statutory authority of either NRC or the State or to effect or vary the terms of the present Agreement between the State and NRC under Section 2746 of the Atomic Energy Act of 1954, as amended.

11.0. SEVERABILITY:

If any provision of the MOU, or the application thereof to any person or circumstances is held invalid, the remainder of this MOU and the application of such provisions to other persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby.

SIGNATURES

For the State of Rhode Island

DATE: _____

BY: _____

For the Nuclear Regulatory Commission

DATE: _____

BY: _____

William J. Dircks

Executive Director for Operations