

CHRISTIAN BROTHERS ACADEMY

850 Newman Springs Road / Lincroft, New Jersey 07738 / Telephone: (908) 747-1959 Fax: (908) 747-1643

10/1/1996

Mr. Jim Bondick Nuclear Materials Safety Branch 2 Nuclear Regulatory Commission 475 Allendale Road King of Prussia, Pa. 19406-1415

Subj: Inspection No. 030-07015/95-001

Dear Mr. Bondick,

Confirming our telephone conversation of today. Enclosed for your files please find the following:

- Teledyne letter of 3/14/96 with attachment identifying the materials.
- Teledyne letter of 5/13/96 with attachment quoting on the cost of removal and disposal. The attachment is the signed contract for those purposes.
- copy of our S. Carolina waste permit issued 8/15/96.
- copy of the invoice rendered by Teledyne for the removal that took place on 9/13/96. Material was transported by Teledyne direct.

Hopefully this will close your file. If you require any additional information please contact us. Thank you for your assistance in this matter.

Very Truly Yours,

John M./Burtnick Business Mgr.

RETURN ORIGINAL TO REGION I 9610290041 961009 PDR ADOCK 03007015 C PDR March 14, 1996

TELEDYNE BROWN ENGINEERING Environmental Services

50 VAN BUREN AVENUE P.O. BOX 1235 WESTWOOD, NEW JERSEY 07675-1235 (201) 664-7070 FAX (201) 664-5586

Mr. John Burtnick Christian Brothers Academy Business Office 850 Newman Springs Road Lincroft, NJ 07738

Dear Mr. Burtnick:

On February 16, 1996, Joel Antkowiak of Teledyne Brown Engineering - Environmental Services visited your facility in Lincroft. New Jersey in order to identify and quantify several radioactive sources for the purpose of determining the best means of disposal. The results of that work are enclosed.

The items were placed back into their shielded container for safe storage after the examination was complete.

If you have any questions or require further assistance, please do not hesitate to contact us.

Sincerely, TELEDYNE BROWN ENGINEERING Environmental Services

for that

Joel Antkowiak, Health Physics Supervisor Radiological Services Department

Enc.

cc.: H. Martos

RETURN ORIGINAL TO REGION I

TELEDYNE BROWN ENGINEERING Environmental Services

Summary of Identified Items

Item No.	Radionuclide	Activity (microcuries)	Quantity of Samples	Chemical Form (if known)
1	Th-nat		2	Thorium nitrate in 4 oz.jars
2	Carbon-14	50	2	BaCO ₃ powder
3	Carbon-14	50	1	In 5ml NaOH
4	Sr-90	0.1	1	$1" \times 1/4"$ disc
5	U-nat		2	Uranyl nitrate, approx. 20 g
6	U-nat		2	Uranyl acetate, approx. 20 g
7	Th-nat		2	Thorium nitrate, approx. 20 g
8	U-nat		1	6 oz. Dirt
9	Co-60	0.02	1	CoCl in HCl-5 ml
10	Со-60	Trace	1	CoCl in 0.1NHCl
11	TI-204	0.01 (combined)	2	Disc sources
12	Cs-137	0.1	1	10-day water standard
13	not determined	background	1	4" metal tube
14	not determined	background	1	Glass tube w/sources on cork
15	Na-22	background	1	NaCl in 0.1N HCl-5 ml
16	Zn-65	background	1	in HCl-5 ml
17	Pb-210	0.5	1	in HNO3-5 ml

May 13, 1996

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Mr. John Burtnick Christian Brothers Academy Business Office 850 Newman Springs Drive Lincroft, NJ 07738

Dear Mr. Burtnick:

Teledyne Brown Engineering-Environmental Services is pleased to quote on the removal and disposal of the radioactive materials from your facility located in Lincroft, New Jersey

Scope of Work:

Teledyne Brown Engineering-Environmental Services will pickup, package, manifest, label, transport and arrange for disposal at the Radioactive Waste Disposal facility located in Barnwell, South Carolina.

Estimated Costs:

1.	Travel time for 4 hours round trip @ \$68.00/hr	\$272.00
2.	On site time @ \$84.00/hour (two hour minimum)	\$168.00
3.	One UTS container for disposal @ \$1,100.00\$	1.100.00
4.	Containers, concrete, etc.	\$100.00

Estimated Total \$1,640.00

Assumptions & Conditions:

In order to comply with burial site requirements all liquids must be solidified. The uranium and thorium nitrates must be liquefied and then solidified.

Before any waste can be removed, you must have a valid 1996 South Carolina Radioactive Waste Transporter Permit. The minimum permit fee is \$200.00 and is to be paid by the generator.

Teledyne Brown Engineering-Environmental Services "Standard Contract Conditions", Attachment I to this quote, are applicable unless specifically changed, altered or deleted herein.

Our Low-Level Radioactive Waste Disposal Agreement must also be in place at the time of pick-up. Please execute and date two copies and return them to us. Please be sure to provide the name of the person to be contacted as required under paragraph 15.

If this proposal is acceptable, please issue a purchase order or contract to cover the estimated cost. We cannot remove this waste unless a signed copy of your purchase order or a completely executed contract is received at our office.

If you have any additional questions or require further information, please do not hesitate to contact me.

Sincerely,

TELEDYNE BROWN ENGINEERING Environmental Services

Hector A. Martos, Schior Radiological Tech. Radiological Services Department

> RETURN ORIGINAL TO REGION I





50 VAN BUREN AVENUE P.O. BOX 1235 WESTWOOD, NEW JERSEY 07675-1235 (201) 664-7070 FAX (201) 664-5586

LOW-LEVEL RADIOACTIVE WASTE DISPOSAL AGREEMENT

As Teledyne Isotopes d.b.a. Teledyne Brown Engineering - Environmental Services (herein referred to as TBE-ES) provides radioactive waste brokerage services, and your organization (herein referred to as Generator and referring to all officize, employees, agents, and contractors of the Generator) requests that TBE-ES provide such services from the Generator, we therefore enter into the following Agreement:

- During the term of this Agreement TBE-ES agrees to provide containers for the disposal of low-level
 radioactive wastes and to dispuse of such wastes in conformance with all laws, rules and regulations
 applicable to the disposal of low-level radioactive wastes. The amount of TBE-ES' charges for such
 services shall be the subject of a separate arrangement.
- The Generator agrees that it will package its low-level radioactive wastes in containers provided by TBE-ES or approved in writing by TBE-ES, and in conformance with the latest version of the TBE-ES Radioactive Waste Packaging Procedures.
- 3. TBE-ES may change the packaging procedures during the term of this Agreement by giving Generator written notice of such change at least twenty days prior to the effective date of such change, unless such is promulgated by a regulatory agency or the burial site operators, and does not allow a sufficient amount of time for TBE-ES to receive and dispose of any previously packaged waste which is not packaged in accordance with the change.
- 4. The Generator will label each drum or pail submitted to TBE-ES for disposal with the dissignation specified in the current packaging procedures and such label shall accurately reflect the contents of such drum or pail. The proper shipping name for the material shall be provided as required on the Certification Statement (See 49 CFR 172.101).
- 5. The Generator shall indemnify and hold harmless TBE-ES from any and all claims, lawsuits, losses, damages and expenses (including, but not limited to, reasonable attorneys' fees, fines or penalties) arising out of or resulting from (i) the Generator's failure to comply with TBE-ES' packaging procedures as specified in paragraph 2 hereof; and/or (iii) negligent acts or omissions or willful misconduct of officers, employees, agents, or sub-contractors of the Generator.
- 6. TBE-ES shall indemnify and hold harmless the Generator from any and all claims, lawsuits, losses, damages and expenses (including, but not limited to, reasonable attorneys' fees, fines or penalties: arising out of or resulting from negligent acts or omissions or willful misconduct of TBE-ES officers, employees, agents, or sub-contractors.
- 7. TBE-ES represents and warrants that during the term of this Agreement the containers supplied and packaging procedures specified by TBE-ES shall be in conformance with all laws, rules and regulations applicable to the shipment of low-level radioactive wastes.
- The Generator agrees to provide TBE-ES with an executed certification in the form of Attachment A, attached hereto, with each shipment of low-level radioactive wastes.
- 9. Generator or TBE-ES may, upon not less than 30 days prior written notice to the other party, terminate this Agreement at any time. Any termination of this Agreement shall not release the Generator or TBE-ES from any claim accrued hereunder prior to the date of such termination.
- 10. TBE-ES may return radioactive wastes received from the Generator to the Generator if said Generator has been denied access to all operating radioactive wastes disposal facilities capable of receiving these wastes. Prior to exceeding TBE-ES or any sub-contracted processing facility's (Scientific Ecology Group - SEG) license limits, either the waste must be returned to the Generator or the Generator's access must be reinstated by the burial site's governing body (Compact Commission).
- 11. Upon request by the Generator, TBE-ES will return to the Generator any waste from said Generator that is a byproduct of the Synthetica (Steam Reforming) Process in a container of Scientific Ecology Group's choosing. The Generator also agrees to accept any waste sent for Ultra-Compaction, and return in the eighty-three gallon over-pack that is used by Scientific Ecology Group for this purpose. TBE-ES will notify the Generator of the type of waste to be returned and an approximate delivery date.
- 12. If any waste is to be returned to the Generator, the Generator must notify TBE-ES in writing of its ability to receive back the waste from either TBE-ES or from Scientific Ecology Group after processing. This ability may be either of two forms:

LLRW Disposal Agreement

LOW-LEVEL RADIOACTIVE WASTE DISPOSAL AGREEMENT ~ (continued)

- By the Generator's Radioactive Materials License, or λ.
- By written assurances to TBE-ES and/or Scientific Ecology Group that each of the following 8. concur with such return:
 - 1. Appropriate Governor's Office
 - 2. Appropriate State Radiation Control Program
 - 3. Appropriate Compact Official
- 13. If requested by the Generator, TBE-ES may enter into a separate agreement with the Generator to provide for temporary interim storage up to our license limits for a fee to be negotiated at a later
- 14. Any waste materials requiring the return to the Generator will be credited towards any outstanding costs incurred by TBE-ES or SEG. These costs will be limited to additional transportation and storage fees, any increased costs associated with using the alternate site, and any processing fees. Transportation fees will be limited to \$2.00/mile and storage fees will be limited to \$4.75/day per container. Prior approval will be obtained from the Generator before any wastes are shipped to alternate sites and at that time the rates will be determined.
- 15. Until further notice, all correspondence relating to this Agreement and/or any changes to packaging procedures as specified in Paragraph 3 hereof should be sent to the following addresses:

FOR THE-ES!

RADIOLOGICAL SERVICES DEPT. THE-ENVIRONMENTAL SERVICES 50 VAN BUREN AVENUE WESTWOOD, NJ 07675

FOR THE GENERATOR :

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ADDRESS:

JoHN Butwick FACILITY CONTACT: FACILITY NAME: CHRISTIAN BROTHERS & 0773

ACCEPTED AND A	GREED TO.	
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FOR THE-ES

Steven	INTED NAME:
2	SIGNATURE :
Manager	TITLE :
9-	DATE :

ACCEPTED AND AGREED TO,	CCEPTED AND	GREED	TO,
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FOR THE GE	NERATOR
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RINTED NAME:	J.M. Burjank
SIGNATURE :	Sauturt
TITLE :	Business My
DATE :	8-27-96



SOUTH CAROLINA RADIOACTIVE WASTE TRANSPORT PERMIT

Pursuant to Act No. 429 of 1980, the South Carolina Radioactive Waste Transportation and Disposal Act, a Radioactive Waste Transport Permit is hereby issued to the below-named applicant (shipper). This Permit shall not, in itself, be construed as authorizing a shipper to dispose of radioactive waste within the State of South Carolina. This Permit shall not be transferred, assigned or in any manner disposed of, either voluntarily or involuntarily, directly, or indirectly, through transfer of control to any person, unless the Department shall, after securing full information, find the transfer is in accordance with the provisions of Act No. 429 and shall give written consent.

 Name and Address of Applicant (Shipper): Christian Brothers Academy 850 Newman Springs Rd. Lincroft, NJ 07738 	2. Permit Number: Type: 3273-29-96 [] X [] Non Restricted [] X [] X [] Z
	3. Expiration Date: December 31, 1996
Restricted 19	96 Permit Valid for Following Locations:
Transportation of waste into or within the State of South Carolina is restricted to the services of SEG & Teledyne Isotopes	Same as #1
	For the South Carolina Department of
August 15, 1996	Health and Environmental Control By Ung R Afrikan
Date of Issuance	Virgil R. Autry, Director Division of Radioactive Waste Management

