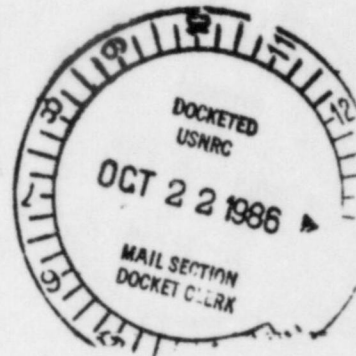
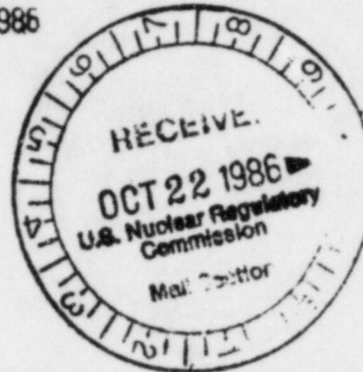




Department of Energy
Albuquerque Operations Office
P.O. Box 5400
Albuquerque, New Mexico 87115

40-1341
RETURN ORIGINAL TO PDR, HQ

OCT 17 1986



Mr. Robert H. Davidson, Chief
Nuclear Fuel Supply Branch
Tennessee Valley Authority
3N 77B Lookout Place
Chattanooga, TN 37401

Dear Mr. Davidson:

Pursuant to our September 11, 1986 meeting in Denver, and evaluation of your September 29, 1986 transmittal of the Edgemont, SD map indicating DOE and TVA clean-up responsibilities, this letter confirms DOE agreement. I have enclosed two copies of a draft modification to the Interagency Agreement. Attached to the agreement is the map showing respective agency clean-up responsibilities. Please review the proposed revisions to the agreement and coordinate any comments through Rich Marquez, (FTS 846-2119) or me (FTS 844-3941) before October 24, 1986. Thank you for your cooperation.

Sincerely,

W. John Arth
John G. Themelis, Project Manager
Uranium Mill Tailings Project Office

Enclosures

cc w/enc:

D. Aho, TVA

L. Little, DOE-GJPO

D. Smith, URFO-NRC

J. Smith, South Dakota

J. Turi, NE-22, HQ

C. Little, ORNL/GJ

R. Sena, UMTRA

DESIGNATED ORIGINAL

Certified By *Mary C Hood*

8612230304 861017
PDR ADDOCK 04001341
C PDR

87-051

87-051

URFO CORRESPONDENCE CONTROL FORM

SECTION I DOE

to R.H. Davidson re
Edgemont clean-up - confirmation
of DOE agreement

Today's Date 10/22/86

Branch 1 or 2 or 1

Project Manager Alsen

Docket #0400 1341

Document Date _____

TAC Number 10/17/86

SECTION II

INSTRUCTION: Please complete the appropriate information in Section II. Attach any necessary forms, (i.e. Casework Schedule, Fee Classification Memo, etc.) If the attached document will result in a new case, please see the Licensing Assistant for a casework number.

Please check the appropriate action to be taken on the attached document.

☐ No Action Required

☐ Additional Information to an Open Case.

Casework #0400 _____

☐ Open a New Case. (Please attach a Casework Schedule and a Fee Classification Memo. See Licensing Assistant for a casework number.)

☐ Non-casework Action Required.

Assign to _____ Due Date _____

Brief Desc. _____

Special Distribution/Instructions: _____

Branch Chief's Initials and Date: _____

U.S. DEPARTMENT OF ENERGY
INTERAGENCY AGREEMENT FACE PAGE

FUNDS-OUT INTERAGENCY AGREEMENT (IA)
Pursuant to

Refer to Article V, AUTHORITY

2. TYPE OF ACTION:

☐ New Award ☒ Modification ☐ Extension ☐ Other

3. PROJECT TITLE/DESCRIPTION:

Uranium Mill Tailings Remedial Action Project - Edgemont, South Dakota

4. AGREEMENT PERIOD (month, day, year)

From: May 21, 1984 To: Refer to Article VI,
TERM AND TERMINATION

5. FINANCIAL

a. Accounting and Appropriation Data:

B&R No. AH-10-15

Approp. Sym.: 89X0224

Obligation Plan: 721

b. Funding sources

DOE

Agency

\$ 20,800

Total Funding

\$ 20,800

c. Method of Payment:

☐ Advance ☒ Reimbursement ☐ Progress

d. Amount obligated this action: \$ -0-

e. Invoices, if any, submit to:

Department of Energy

f. Voucher Form to be used:

1. IDENTIFICATION

a. DOE IA No.: DE-AI04-84AL27241

b. Other agency IA No.: N/A

c. Modification No.: M002

d. Task order No.: N/A

6. DOE PROGRAM OFFICER

Name: John G. Themelis

Address: U.S. DOE-AL

P. O. Box 5400

Albuquerque, NM 87115

Telephone Number: FTS 844-3941

7. PERFORMING AGENCY

a. Name: Tennessee Valley Authority

b. Address: 303 Krystal Building
Chattanooga, TN 37401

Attention:

c. Program Director

Name: R. H. Davidson

Address: Tennessee Valley Authority
303 Krystal Building
Chattanooga, TN 37401

Telephone No.: FTS 858-6651

8. ISSUING AGENCY:

Department of Energy (DOE)

Albuquerque Operations Office

9. PERFORMING AGENCY ACCEPTANCE:

Tennessee Valley Authority

(signature)

(date)

Name (typewritten): H. L. Abercrombie

Title (typewritten): Director of Nuclear Svcs.

Telephone: FTS 858-6915

10. DOE CONTRACTING OFFICER:

(signature)

(date)

Name (typewritten): Tim Coalson

Title (typewritten): Contracting Officer
Contracts & Industrial
Relations Division
U.S. DOE-AL

P. O. Box 5400
Alb., NM 87115

1. A new paragraph L. is added to Article II. DEFINITIONS to read as follows:

"L. The term "offsite property" shall mean any real property or improvement thereon: (1) which is in the vicinity of the millsite; (2) that is determined by DOE and TVA to be contaminated with residual radioactive materials derived from the millsite; and (3) at which DOE and TVA, with the concurrence of NRC, have agreed that TVA will perform remedial actions pursuant to Paragraph C. of Article VII. SCOPE."

2. Article III. PURPOSE is deleted in its entirety and replaced with the following:

"III. PURPOSES

The purpose of this Agreement are: (1) to provide for TVA assistance to DOE in the disposal of residual radioactive materials which DOE, during the term of this Agreement, will remove from vicinity properties in Edgemont, South Dakota; and (2) to clarify the respective responsibilities of DOE and TVA with respect to vicinity properties and offsite properties."

3. Article IV. CONCURRING AGENCIES, is amended by deleting the last sentence of said Article and replacing same with the following:

"The NRC and the State have signed this Agreement as concurring agencies, as contemplated by the Cooperative Agreement and UMTRCA, for the purpose of concurring with: (1) DOE's utilization of the Interim Disposal Area and the TVA Disposal Site for the disposal of residual radioactive materials; and (2) DOE and TVA's agreement regarding their respective responsibilities for remedial action in connection with vicinity properties and offsite properties, as provided in Article VII. SCOPE."

4. Article VII. SCOPE, is amended by adding in new Paragraph C. as follows:

"C. DOE and TVA acknowledge that remedial actions are or may be required at certain real properties in the vicinity of the millsite which DOE and TVA have contended is the responsibility of the other. In order to effectuate the intent of the UMTRCA with respect to elimination or mitigation of potential health and environmental hazards associated with uranium mill tailings, DOE and TVA agree that:

1. The real properties in question are graphically represented in yellow or blue coloring on the map attached hereto and incorporated by reference into this Agreement as Appendix B.

2. DOE shall designate the real properties represented in blue coloring on Appendix B as vicinity properties and shall be responsible for the remedial action in connection with those properties.
 3. TVA shall be responsible for remedial action in connection with the offsite properties represented in yellow coloring on Appendix B.
 4. Remedial action in connection with the vicinity properties represented in blue coloring on Appendix B shall be subject to the terms and conditions of Paragraphs A. and B. of this article.
 5. Remedial actions in connection with the offsite properties represented in yellow coloring on Appendix B shall be performed in accordance with the general health and environmental standards promulgated by the U.S. Environmental Protection Agency at 40 CFR 192, Subparts B and C, and in accordance with the terms and conditions of NRC Materials License SUA-816, as it may be amended to address TVA remedial actions at such offsite properties. Any final disposal of materials removed from such offsite properties shall be done at the TVA Disposal Site in accordance with NRC Materials License SUA-816.
 6. DOE shall use its best efforts, at the request of TVA, to provide technical advice and assistance to TVA in connection with TVA remedial actions at the offsite properties."
 7. The agreements contained in this Paragraph C. are subject to appropriate amendment of NRC Materials License SUA-816.
5. Article X. TITLE TO RESIDUAL RADIOACTIVE MATERIALS, is amended by adding a sentence, as follows:
- "TVA shall acquire title to all materials removed from the offsite properties and shall hold such materials in the name and title of the United States Government, and shall possess and manage such materials in accordance with NRC Materials License SUA-816, as it may be amended to address remedial actions at the offsite properties."
6. Article XI. COORDINATION OF EFFORT, is amended such that:
- a. In Paragraph A. the name "Wayne Roberts" is deleted and replaced with the name "George Grandbouche," and the name "James A. Morley" is deleted and replaced with the name "John G. Themelis."

- b. In Paragraph B, the name "Thomas K. Donovan" is deleted and replaced with the name "Robert H. Davidson."
7. Article XIV. INSURANCE, is amended by deleting the first sentence of Paragraph A. and replacing it with the following:
- "TVA may, in its discretion, cause Silver King Mines, Inc., to procure and maintain in effect during the term of this Agreement public liability insurance and contractual liability insurance covering risk of liability to TVA and Silver King Mines, Inc. caused by any activities described in Appendix A. Work Plan, including activities of DOE and its contractors and subcontractors.
8. The effective date of this modification shall be the date of execution by the Contracting Officer on behalf of DOE.
9. The State of South Dakota and the Nuclear Regulatory Commission concurs with this modification M002 as indicated below:

CONCURRENCES

STATE OF SOUTH DAKOTA
Department of Water and
Natural Resources

NUCLEAR REGULATORY COMMISSION

By: _____
Warren R. Neufeld
Secretary
Pierre, South Dakota 57501

By: _____
Malcolm Knapp
Chief, Low-Level Waste and
Uranium Recovery Projects
Branch
Division of Waste Management

