

**ADVANCED MIXED WASTE TREATMENT PROJECT**

**TRI-PARTY MEMORANDUM OF AGREEMENT**

**For**

**BNFL Inc.**

**Department of Energy**

**and**

**Bechtel BWXT Idaho, LLC**



PUBLIC READING ROOM  
U.S. DEPARTMENT OF ENERGY  
IDAHO OPERATIONS OFFICE

**United States Department of Energy  
Idaho Operations Office**

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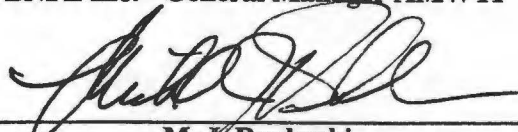

**Bechtel BWXT Idaho, LLC**



**United States Department of Energy  
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**ADVANCED MIXED WASTE TREATMENT PROJECT****TRI-PARTY MEMORANDUM of AGREEMENT****For****BNFL Inc.****Department of Energy****and****Bechtel BWXT Idaho, LLC****SIGNATURE PAGE****Effective Date: December 21, 2000**

With a common goal of meeting all of the transuranic waste-related milestones in the Settlement Agreement with the State of Idaho, the undersigned authorities, by their signatures below, acknowledge and accept their organizations' roles and responsibilities as identified in this Memorandum of Agreement (MOA). This MOA remains in effect until it is superseded by a new document. If this MOA modification conflicts with existing DOE-ID contracts: DE-AC-07-99ID13727 and DE-AC-07-97ID13481, with Bechtel BWXT Idaho, LLC (BBWI) and BNFL Inc. respectively, the forgoing contracts take precedence to the extent of any conflict.

**Approved by:**  
**F. P. Hughes****BNFL Inc. - General Manager AMWTP**12/20/00  
**Date**  
**M. J. Bonkoski**  
**DOE-ID - Director AMWTP**12/20/00  
**Date**  
**P. H. Dziak****BBWI - Vice-president and  
Manager of Operations**12/20/00  
**Date**

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## ACRONYMS

AMLL	Alpha mixed low-level
AMWTP	Advanced Mixed Waste Treatment Project
ATC	Authorization to Construct
BAO	Building Access Only
CAMS	Constant Air Monitoring System
C&S	Certified and Segregated
CFA	Central Facilities Area
CFR	Code of Federal Regulations
DEQ	State of Idaho Division of Environmental Quality
DOE	U.S. Department of Energy
DOE-ID	U.S. Department of Energy, Idaho Operations Office
EDF	Engineering Design File
EIS	Environmental Impact Statement
EM	environmental management
ENS	Emergency Notification System
EPCRA	Emergency Planning and Community Right-to-Know Act
ER	environmental restoration
ES&H	Environment, Safety & Health
ESHPOP	Environment, Safety & Health Program Operating Plan
FFCA	Federal Facilities Compliance Act
GFE	Government-Furnished Equipment
HAZMAT	hazardous materials
HAZWOPER	hazardous waste operator

## ACRONYMS

HEPA	high-efficiency particulate air
HVAC	heating, ventilation, and air conditioning
HWMA	Hazardous Waste Management Act
ICMS	INEEL Chemical Management System
IDAPA	Idaho Administrative Procedures Act
IMWI	Idaho Mixed Waste Information (System)
INEEL	Idaho National Engineering and Environmental Laboratory
IRT	Incident Response Team
LMITCO	Lockheed Martin Idaho Technologies Company
LSS	Life Safety Systems
kV	kilovolt
kW	kilowatt
MLLW	mixed low-level waste
MK	Morrison Knudsen
M&O	management and operations
MOA	Memorandum of Agreement
MVA	megavolt amperes
NESHAP	National Emission Standards for Hazardous Air Pollutants
OPSEC	Operations Security
OSHA	Occupational Safety and Health Administration
PMP	Project Management Plan
PMR	Permit Modification Request
psi	pounds per square inch

**ACRONYMS**

PTC	Permit to Construct
RAMS	Remote Area Monitor System
RCRA	Resource Conservation and Recovery Act
RFP	request for proposal
RPP	Radiation Protection Program
RTR	real-time radiography
RWMC	Radioactive Waste Management Complex
SAR	Safety Analysis Report
SPCC	Spill Prevention Control and Countermeasures
STP	Site Treatment Plan
SWEPP	Stored Waste Examination Pilot Plant
TAA	Temporary Accumulation Area
TRU	transuranic
TRUPACT	Transuranic Package Transporter
TSA	Transuranic Storage Area
TSA-RE	Transuranic Storage Area-Retrieval Enclosure
TSCA	Toxic Substances Control Act
USQ	Unreviewed Safety Question
WAC	Waste Acceptance Criteria
WAG	Waste Area Group
WCC	Warning Communications Center
WIPP	Waste Isolation Pilot Plant
WMF	Waste Management Facility
WSFs	Waste Storage Facilities

## **Introduction**

### **Scope**

This document is the second revision of the Memorandum of Agreement (MOA) for the Advanced Mixed Waste Treatment Project (AMWTP). It completely replaces earlier versions of the MOA and incorporates all outstanding changes to those earlier versions. The MOA is a tri-party agreement between BNFL Inc., the Department of Energy Idaho Operations Office (DOE-ID), and the current Idaho National Engineering and Environmental Laboratory (INEEL) Management and Operating (M&O) contractor, Bechtel BWXT Idaho, LLC (the INEEL M&O contractor).

The AMWTP MOA is a phased agreement that will be updated for each phase of the AMWTP contract. The AMWTP contract is a prime DOE-ID contract (DE-AC07-97ID13481) with BNFL Inc. Phase I of the contract is complete. Phase I activities included design to support permitting; Environment, Safety and Health (ES&H) authorization activities; permitting; stakeholder involvement; and construction planning. Phase II is in progress. Phase II activities consist of construction and operational testing. Phase III consists of operational activities. The prior version of the MOA addressed construction activities related to the new treatment facility. This version of the MOA expands Phase II construction activities to include modifications to WMF-636, the Transuranic Storage Area-Retrieval Enclosure building.

### **AMWTP Background**

DOE-ID awarded the AMWTP contract to BNFL Inc. on December 20, 1996. The AMWTP is an important part of the INEEL's plan for long-term management and disposition of stored transuranic (TRU)-contaminated waste. The AMWTP will retrieve and treat approximately 65,000 cubic meters of INEEL TRU and alpha mixed low-level waste (ALLW) currently stored above-ground at the INEEL's Radioactive Waste Management Complex (RWMC). Treating the waste also meets several of the milestones established in the Settlement Agreement on Spent Nuclear Fuel (the Settlement Agreement) agreed to by the U.S. Department of Energy, the State of Idaho and the U.S. Navy in addition to meeting requirements in the Federal Facilities Compliance Act (FFCA) Site Treatment Plan. DOE-ID has the contract option to have the AMWTP treat additional DOE waste streams.

### **Purpose of the AMWTP MOA**

The purpose of the AMWTP MOA is to identify interfaces between BNFL Inc., DOE-ID, and the INEEL M&O contractor, and to acknowledge each party's responsibilities to work towards the successful completion of the AMWTP. The AMWTP MOA is also intended to promote a cooperative working relationship among the three parties.

The shipment of 3,100 cubic meters of TRU waste to the Waste Isolation Pilot Plant (WIPP) that the INEEL M&O contractor plans to complete by December 31, 2002, and the on-time startup of BNFL Inc.'s AMWTP facility are both essential to DOE-ID meeting the milestones agreed upon in the Settlement Agreement. The transition of facilities, equipment and waste to BNFL Inc.'s control, and the AMWTP facility construction activities have the potential to affect the INEEL's ability to meet these

milestones. The AMWTP MOA is designed to provide a basis for effective communication among and between BNFL Inc., DOE-ID, and the INEEL M&O contractor, while enabling each party to fulfill their respective legal and contractual obligations.

## **Modifications to the MOA**

There are two planned major revisions to the AMWTP MOA. Interfaces required to support BNFL Inc. waste retrieval operations will be included in the next revision, which is scheduled for completion six months in advance of the planned start date for BNFL Inc. waste retrieval operations. The second planned revision is scheduled for completion six months before startup of AMWTP operations testing. That revision will include interfaces related to AMWTP treatment operations at the RWMC. Whenever the AMWTP MOA is revised, the existing version of the MOA will be re-evaluated as needed to confirm that earlier agreed-upon interface responsibilities are adequate for the AMWTP activities addressed in the current version of the MOA.

Between planned revisions, the adequacy of the AMWTP MOA will be periodically reviewed by all three parties. At any time, at the request of any of the three parties, an ad-hoc modification to the AMWTP MOA can be proposed, and will be considered by the other parties. Upon agreement by all of the authorized signatories, the AMWTP MOA can be modified as needed to accommodate changed or unforeseen circumstances. All modifications to the MOA must be approved and signed by the authorized representatives of all three MOA parties. Ad-hoc modifications are issued as changes to the current version of the MOA. The MOA in effect at any time is the current approved version with all outstanding changes to that version.

## **Organization of the AMWTP MOA**

The AMWTP MOA is divided into the following sections: Government-Furnished Property and Equipment, Utilities and Services, Environmental, Waste Characterization, INEEL Site Treatment Plan, Emergency Response and Preparedness, Health and Safety, Protective Services and Life Safety Systems. The need for additional MOA sections may arise in the future to address waste retrieval and operations interface requirements.

## **AMWTP MOA Approval Authority**

The AMWTP MOA must be approved by the three responsible parties. The BNFL Inc. approval authority is the BNFL Inc. AMWTP General Manager. The DOE-ID approval authority is the DOE-ID Director AMWTP. The INEEL M&O contractor approval authority is the BBWI Vice-president and Manager of Operations. Appendix A provides a list of the organizational Points of Contact for all three parties.

## **Funding Issues**

This AMWTP MOA does not modify approved work scopes, provide funding for the activities described or in any way replace BNFL Inc.'s or the INEEL M&O contractor's contract requirements with DOE-ID. The AMWTP MOA is a mechanism for the INEEL M&O contractor to identify the work required to support the interface activities and to obtain funding for that work. By signing this AMWTP MOA, the INEEL M&O contractor acknowledges the need for the interface activities and further, agrees to pursue

funding as necessary from the appropriate DOE funding sources to accomplish the specified work scope. If the work scope is approved and funded on the requested schedule, the INEEL M&O contractor accepts responsibility for completion of the identified interface activities and Responsibility Statements in accordance with the INEEL M&O contractor's contract. The Responsibility Statements in each section of the MOA are intended to be a concise listing of some of the interface activities that will be performed by each of the parties. The Responsibility Statements are not a complete listing of all MOA activities to be performed by each of the parties. Other activities are identified elsewhere within the MOA.

DOE-ID's approval of the AMWTP MOA indicates their commitment to completing the required activities outlined within this document. DOE-ID will work with associated DOE programs to ensure AMWTP MOA activities are given the necessary priority and funding. DOE-ID has provided the following guidelines for funding INEEL M&O contractor activities related to the AMWTP:

1. Activities that support DOE-ID's AMWTP staff or directly support BNFL Inc. designs, permits and plans will be funded by the INEEL M&O contractor's AMWTP Technical Support control account.
2. Activities that prepare the INEEL for AMWTP construction and operation and are not BNFL Inc. contract requirements will be funded by normal direct or indirect funding sources. If funding is unavailable, joint discussions between DOE-ID and the INEEL M&O contractor will resolve the issues. These activities will be charged in a manner that enables DOE-ID to identify the extent of the INEEL M&O contractor support provided to the AMWTP.
3. Services identified in the AMWTP contract will be charged to BNFL Inc. at the specified contract rate and DOE-ID will fund the overage or recover the underage for the INEEL M&O contractor's actual costs.
4. Other services requested and paid for by BNFL Inc. that are provided by the INEEL M&O contractor to BNFL Inc. will be charged to BNFL Inc. consistent with the INEEL M&O contractor's disclosed accounting practices.

The AMWTP contract between DOE-ID and BNFL Inc. specifies the unit price for mandatory and certain elective services. In the manner directed by the DOE-ID Contracting Officer, BNFL Inc. will be invoiced for these mandatory and selected elective services at the rates specified in the contract. Other requested services purchased by BNFL Inc. that are not specified in the AMWTP contract will be charged consistent with the INEEL M&O contractor's disclosed accounting practices, which are identified in the "Cost Accounting Standards Board Disclosure Statement" provided periodically to DOE-ID.

## Milestone Dates

Completion dates for some activities described in the MOA are referenced to planned milestone dates rather than calendar dates. At the time of execution of the MOA the key milestone dates are:

Construction Mobilization	Complete
Construction Start	Complete
Start Retrieval System Operations Testing	06/01/02
Construction Completion	10/01/02
Start Waste Retrieval Operations	10/01/02
Start Plant System Operations Testing	11/01/02
Commence AMWTP WIPP Shipments	03/31/03
Start Treatment Plant Operations	11/01/03

## **Issue Resolution**

Potential conflicts among the parties will be avoided through a cooperative effort to avoid adversarial relations. If disputes arise regarding the interpretation or implementation of this AMWTP MOA, they will be resolved at the first opportunity and at the lowest possible level. If disputes cannot be resolved in this manner to the satisfaction of all three parties within five working days or such later date that all three parties agree to, they can be submitted by any one party to an AMWTP MOA Dispute Resolution Committee. This committee will be composed of the DOE-ID Assistant Manager for the Office of Environmental Management, the BBWI Vice-president and Manager of Operations and the BNFL Inc. AMWTP General Manager. This committee will address the dispute within five working days of it being brought to their attention. Decisions by this committee will be implemented with a change to the AMWTP MOA, as described in the above Modifications paragraphs.

## **Section 1: Government-Furnished Property and Equipment**

### **Brief Description of Interface**

The AMWTP contract offered several facilities to BNFL Inc. for use as government-furnished property. This offer included the personal property (e.g., equipment) and related personal equipment (e.g., integral equipment systems) contained in the identified buildings for the duration of the AMWTP contract. All of the preceding types of government furnished property may be referred to collectively as "government furnished property" (GFP). GFP and equipment identified for change of custody is identified in this MOA and has been removed from Appendix C, Section J, of the AMWTP contract.

The AMWTP construction site consists of two non-adjoining areas separated by a road. The primary construction area is the construction site for the new treatment facility. It is the eastern area shown on AMWTP drawing 52-1100 Rev 0 (Appendix B). It is enclosed by a chain-link security fence. The western area is the construction site for WMF-636. The western construction area will be separated from the Transuranic Storage Area (TSA) controlled by the INEEL M&O contractor by a physical boundary. Clockwise between the northwest corner of WMF-636 and the southeast corner of the WMF-636 Pad-2 wing, the building walls will serve as the physical boundary; however, to allow for inspection and egress the actual boundary will be marked ten feet outside the building walls.

The road separating the two AMWTP construction areas is the INEEL M&O contractor's primary access to WMF-618. Uninterrupted use of that road is essential to the INEEL meeting milestones in the Settlement Agreement. Marked crossings will provide AMWTP access to the WMF-636 construction area. BNFL Inc. will install signs and positive controls on either side of the crossings to control access across the road. Construction traffic on the crossings will yield to INEEL M&O contractor traffic on the road. There will be no barriers to INEEL M&O contractor traffic on the road.

### **GFP Acceptance and Change of Custody**

Acceptance of custody and control over GFP by BNFL Inc. will occur through an inspection and acceptance change of custody activity at the time of transfer. BNFL Inc. assumes full responsibility for all GFP and supporting documentation and records that are transferred to them. The INEEL M&O contractor is relieved of all responsibility and liability upon such transfer except as provided otherwise in this MOA. The inspection will be performed jointly by the parties. Inspection will include reviewing maintenance and property upkeep records and testing to determine the operational status of the equipment at the time of custody change. Turnover of equipment will include turnover of existing operating, calibration and maintenance logs and records; technical manuals; applicable drawings; and any notes, memoranda or other documents that describe the proper or improper functioning of the equipment. At the time of custody change, BNFL Inc. will assume responsibility for all GFP maintenance, configuration control of property and records, and eventual Resource Conservation and Recovery Act (RCRA) closure and decontamination and decommission (D&D) of the GFP, as applicable.

Verification that the land within the construction boundaries indicated on AMWTP drawing 52-1100 Rev-0 and the GFP identified in this section of the MOA are suitable for BNFL Inc. to take custody will be performed in accordance with Site Verification Plans developed by the INEEL M&O contractor. BNFL Inc. will have the opportunity to provide comments on these plans. Each plan will be approved by DOE-ID. Each plan will incorporate the requirements in 10 CFR 835 Appendix D and the INEEL

Radiological Control Manual. Site Verification Plans will include radiation surveys of buildings, equipment, land and soil samples performed by the INEEL M&O contractor. Based on the results of historical site assessments, scoping studies and the results of these radiation surveys, a decision on the need for sampling and analysis for hazardous constituents will be made by DOE-ID. BNFL Inc. may observe the surveys and review sampling data. A final report of each completed survey will be prepared by the INEEL M&O contractor and will be submitted to DOE-ID and BNFL Inc. for review and acceptance prior to the planned date for change of custody.

A Department of Energy Acquisition Regulation (DEAR) Transfer Inventory Schedule (RE: DEAR 970.5204.21) has been identified by DOE-ID as the agreement/sign-off form to be used to transfer the use of land and to change the custody of personal property, buildings and TRU-contaminated waste. Attachments to this schedule may be used by either party to describe the status of the property, buildings or TRU-contaminated waste at turnover. Attachments may also be used to document the records, drawings and documents turned over at the time of transfer. A copy of this schedule is included in Appendix B of this MOA. The change of property custody will be governed by 41 DEAR 970.5204-21, Property requirements. Prior to custody change, GFP will be adequately identified on the Transfer Inventory Schedule. Machinery history, preventive maintenance records and as-built drawings will be made available to BNFL Inc. for review prior to GFP acceptance. BNFL Inc. will use a DOE-ID approved property records system/disposal protocol. As an alternative to developing their own system, BNFL Inc. may continue to purchase these services from the INEEL M&O contractor.

### **Administrative Office Space**

Space to accommodate 40 administrative office personnel will be made available to BNFL Inc. within the RWMC Administrative Area at the RWMC site by the INEEL M&O contractor. The location of these offices will be identified in a future MOA version. Office space will include access and use of support areas such as training rooms, conference rooms, storage rooms, rest rooms, lunchroom, and their related support areas. The AMWTP contract specifies January 1, 2003, as the date this space will be available for BNFL Inc.'s use. Requests by BNFL Inc. for office space prior to this date will be considered by the INEEL M&O contractor based on the INEEL M&O contractor's requirements for office space. If the INEEL M&O contractor is unable to accommodate BNFL Inc.'s need for office space prior to January 1, 2003, BNFL Inc. may provide temporary office accommodations at RWMC. The disposition of office furniture and equipment in spaces provided to BNFL Inc. will be addressed in a future MOA version. That update will also address metering electrical power provided to BNFL Inc. administrative spaces.

### **TSA-RE (WMF-636) and Support Equipment**

Acceptance of the WMF-636 by BNFL Inc. including fire sprinkler, electrical, heating, ventilation and air-conditioning (HVAC), lighting, and associated equipment will occur at the time of custody change. The custody change process includes inspection and acceptance by BNFL Inc. Inspection will include reviewing maintenance and property upkeep records and testing to determine the operational status of the equipment at the time of custody change. Additionally, radiation surveys will be conducted by the INEEL M&O contractor and reviewed by BNFL Inc. to document the radioactive and hazardous contamination of the property and equipment. A Site Verification Plan will be developed for WMF-636. Turnover of WMF-636 and related equipment to BNFL Inc. custody includes turnover of existing operating, calibration and maintenance logs and records; technical manuals; applicable drawings; and any notes, memoranda or other documents that describe the proper or improper functioning of the equipment.

Custody of the TRU-contaminated waste inside WMF-636 will be transferred at the time custody of the facility is transferred. The waste to be transferred is described in the waste description documents

referenced in the AMWTP contract. The electronic records for the waste in WMF-636 will be transferred to BNFL Inc. after they select a data management system but prior to the start of waste retrieval operations.

The utility interfaces for WMF-636 are listed below. They can be found on the associated INEEL drawing. BNFL Inc. will maintain all lines and equipment on the AMWTP side of the interface. During operations, the average electrical power demand for WMF-636 will be 99 kVa and the peak will be 113 kVa.

Utility/System	Drawing #	Interface Point(s)
Electrical	448996	Low side of XFR-SAG1 and XFR-SAG2
Emergency Notification	449776	JT 636-01
Fire Alarm	449752	MIP-18
Fire Water	504485/175609	FW-PIV-SA 29 through 36 (8 valves)
Potable Water	514503	PW-SHV-SA 01
Sanitary Sewer	175902	Discharge of Grinder Pump
Propane	175908	LP-ISV-3625

To prepare for and support retrieval, the following equipment items will be transferred to BNFL Inc.'s custody and control, unless they inform the other parties that certain items on the list are not required for AMWTP use. Property identification numbers are in parentheses.

- Closed circuit television system - 5 television cameras, 6 Pan and Tilt Units, 3 monitors (currently not installed), and a UPS.
  - Cameras (#349334, 349336, 349338, 349340, 349343)
  - Pan and Tilt Units (#349335, 349337, 349339, 349341, 349342, 349344)
  - Monitors (#349346, 349347, 349348)
  - UPS (#349345)
- Mobile man lift (#349593)
- Isolation unit, unassembled (no assigned property number)
- Rad con office trailer (#348700)
- Constant Air Monitor System (CAMS) and Remote Area Monitor System (RAMS) (2 RAMS, 4 alpha CAMS, 4 beta CAMS)
  - RAMS (#336519, 336520)
  - Alpha CAMS (#336511, 336512, 226513, 336514)
  - Beta CAMS (#336515, 336516, 336517, 336518)

The equipment and property itemized above will be available for custody change no later than February 5, 2001. The T-REX excavator (Property # 349594), which had been offered as GFP, was declined by BNFL Inc. The M&O contractor will remove the T-REX and associated attachments from WMF-636 before the start of waste retrieval operations. The decision to remove or "leave in place" the remote control room console, equipment and installed wiring will be made by the M&O contractor based on the final disposition of the T-REX.

## **Type I and Type II Storage Buildings and Other TSA Facilities**

### **WMF-610 SWEPP Building**

The Stored Waste Examination Pilot Plant (SWEPP) Facility is an integral part of the INEEL M&O contractor's plan to ship 3,100 cubic meters of waste to WIPP prior to the start-up of the AMWTP Facility. To ensure completion of the Settlement Agreement milestone to ship 3,100 cubic meters of waste out of Idaho by December 31, 2002, the SWEPP Facility will not be available for transfer to BNFL Inc. prior to December 31, 2002.

### **WMF-635 Type I Storage Module**

The WMF-635 Storage Module and equipment within the building, including the Drum Vent Facility, will be available for BNFL Inc.'s full utilization on January 1, 2003.

### **WMF-629 through 634 Type II Storage Modules**

With the exception of WMF-628, which will remain under INEEL M&O contractor's control, the custody and control of Type II buildings will be transferred to BNFL Inc. as described by the schedule below.

During Construction: The custody of WMF-634 has been transferred to BNFL Inc. The utility interfaces for WMF-634 are shown on the following INEEL drawings. BNFL Inc. will maintain all lines and equipment on the AMWTP side of the interface. The average electrical power demand for WMF-634 will be 257 kVa and the peak will be 296 kVa.

Drawing # 175607-RWMC Facility Buried Power Site Plan  
Drawing # 175609- Facility Firewater Distribution Site Plan  
Drawing # 448996- Power Sectionalizing Terminals One-line Diagram  
Drawing # 449807- Fire Alarm System FAS-CP0634-01 MP 11 Control Panel Wiring  
Drawing # 449819- Emergency Notification System Amplifier Loop A2 B2 S2  
Drawing # 453410- Remote Alarm System Interconnection Diagram  
Drawing # 446716- Standby Power One-line Diagram

During Retrieval: Additional Type II Modules required by BNFL Inc. will be requested from DOE-ID at least six months in advance of the requested transfer date.

During Operations: WMF-629, -630, -631, -632, and -633 will be transferred to BNFL Inc. custody no later than January 1, 2003.

### **WMF-618 TRUPACT Loading Facility**

WMF-618 will be used by BNFL Inc. during AMWTP Facility operations for TRUPACT loading. The INEEL M&O contractor will utilize WMF-618 through December 31, 2002. WMF-618 will be transferred to BNFL Inc. custody no later than January 1, 2003.

It is anticipated that some WMF-636 construction activities to the east of WMF-636 may temporarily require access to an area outside of the construction boundary shown on AMWTP drawing 52-1100 Rev 0 (Appendix B). These activities have the potential to interfere with the INEEL M&O contractor's normal access to WMF-618. Such activities will be scheduled at least forty-five days in advance to allow the

INEEL M&O contractor time to develop mitigation plans for the impact. These activities require specific approval from DOE-ID in order to minimize the impact on Settlement Agreement milestones.

### **WMF-652 Security Trailer**

The WMF-652 Security Trailer has been transferred to BNFL Inc. custody.

### **Responsibility Statements**

#### **BNFL Inc. will:**

- Complete a Transfer Inventory Schedule (RE: DEAR 970.5204.21) for all GFP being transferred to BNFL Inc. in sufficient time to complete the transfer on the date the property is required.
- Cooperate with INEEL M&O contractor during construction to minimize disruption of on going waste handling and shipment activities within the TSA in support of achieving completion of the Settlement Agreement milestone to ship 3,100 cubic meters of waste out of Idaho by December 31, 2002.
- Invite RWMC Operations representatives to attend weekly construction scheduling meetings.
- At least ninety days in advance of the requested transfer date for a facility, provide DOE-ID with a list of the system and component tests that BNFL Inc. requests be demonstrated as part of the turnover process.
- Provide DOE-ID with Unreviewed Safety Questions (USQ) or draft changes to affected safety authorization basis documents.
- Review and comment on the Site Verification Plan within 20 working days of receiving the proposed plan from INEEL M&O contractor.
- Review and comment on the Site Verification Plan survey results prior to accepting the site, facilities, and equipment.

#### **DOE-ID will:**

- Seek continued funding of programs necessary to maintain the condition of property and equipment.
- Monitor all activities at the RWMC through surveillance, conduct operation assessments, and conduct maintenance assessments.
- Advise BNFL Inc. of the schedule status of the INEEL M&O contractor's progress towards meeting the Settlement Agreement milestone to remove 3,100 cubic meters of waste prior to December 31, 2002 and other RWMC activities that could affect BNFL Inc. plans.
- Provide the INEEL M&O contractor with the status of BNFL Inc.'s early retrieval plans.
- Provide the INEEL M&O contractor with AMWTP safety analysis information in order to allow for USQ determinations on the RWMC Safety Authorization Basis.
- Provide updates to BNFL Inc. on environmental restoration activities within the RWMC that may affect BNFL Inc. AMWTP activities.

- Approve the Site Verification Plan prepared by the INEEL M&O contractor. Resolve any differences between the INEEL M&O contractor's proposed survey plan and BNFL Inc.'s requirements.

**INEEL M&O contractor will:**

- Continue conduct of operations, conduct of maintenance, preventive maintenance and protection, documentation of maintenance history, and maintenance of operating records for facilities and equipment planned for change of custody to BNFL Inc. until the change of custody is complete.
- Initiate a Transfer Inventory Schedule (RE: DEAR 970.5204.21) for all GFP being transferred to BNFL Inc. in sufficient time to complete the transfer on the date the property is required.
- Advise DOE-ID of RWMC activities that could affect BNFL Inc. plans.
- Maintain Hazardous Waste Management Act (HMWA) compliance of the Type I and Type II modules until turnover to BNFL Inc.
- Provide BNFL Inc. and DOE-ID with an inventory of all waste containers remaining in accessible storage following completion of the 3,100 cubic meter project.
- Cooperate with BNFL Inc. to allow construction activities within the TSA to proceed with minimum delay or interference. This includes traffic access outside of the RWMC fence to the construction areas South of the RWMC fence line.
- Prepare the necessary Site Verification Plans to support the custody transfer of GFP. Submit the plans to DOE-ID in time to support the requested transfer dates.
- As requested by DOE-ID, review the BNFL Inc. designs to determine if there is a change to the RWMC Safety Basis using the USQ process.
- Invite BNFL Inc. representatives to attend daily RWMC scheduling meetings.

## Section 2: Utilities and Services

### Brief Description of Interface

During AMWTP construction and operations, BNFL Inc. will require connections to existing RWMC utility services, including electrical, alarm and communication systems. Interfaces are being established to ensure that utility capacities are adequate for AMWTP construction and operations needs, that existing utility systems which BNFL Inc. intends to connect are usable for the purpose intended, and that affects on the RWMC utility systems are minimized. The as-built AMWTP drawings referenced in this section are available from the RWMC Landlord. Unless specified differently in this MOA, BNFL Inc. will maintain all lines and equipment on the AMWTP side of the connection to RWMC utilities. Utility interfaces for WMF-634 and -636 are identified in Chapter 1. Other INEEL services such as landfill, borrow pit, road and ground maintenance also require interfaces with AMWTP during construction and operation.

BNFL Inc. will provide all equipment required for utility connections that is not currently installed. Details for the tie-in connection will be developed by BNFL Inc. and shown on a construction drawing. The INEEL M&O contractor will be given the opportunity to review and approve the connection detail and installation procedure prior to construction. The INEEL M&O contractor will provide lockout/tagout measures as required for their system during the BNFL Inc. tie-in activity. As-built drawings will be provided by BNFL Inc. for all utility connections within forty-five days of completing the connection.

Some AMWTP construction activities required for utility interfaces will be performed by BNFL Inc. within the RWMC boundary, but outside of the AMWTP boundary. Those activities will be performed in full compliance with the INEEL M&O contractor's operating procedures and Health and Safety requirements. On receipt of the requested construction outage schedule from BNFL Inc., the INEEL M&O contractor will provide documentation of the required procedures and requirements.

Construction of AMWTP boundary fences will be performed in compliance with AMWTP operating procedures and Health and Safety requirements. Because these are one time "boundary issues" and AMWTP construction personnel cannot avoid crossing the boundary line while erecting the fence, this work will be monitored by DOE-ID.

### Electrical

During construction: BNFL Inc. has connected to the existing 12.5 kilovolt (kV) RWMC distribution system for construction power at existing fused disconnect switch N-STRM-SAD1 (JP-8) and at a location between the fused disconnect switch N-STRM-SAE1 (JP-9) and transformer N-XFR-SAE1. BNFL Inc. has also connected to the existing single-phase 7.2 kV pole line ending at building WMF-652. The maximum anticipated connected load at each point during construction is as follows: 1,000 kilovolt-ampere (kVA) on the 12.5 kV system at JP-8, 500 kVA on the 12.5 kV system from JP-9 and 75 kVA on the 7.2 kV system. The peak demand at each location will not exceed 115% of the maximum anticipated connected load. BNFL Inc. will maintain a power factor for their total load placed on the INEEL power system of 0.90 or greater. Each connection point is separately metered with meters specified by the INEEL M&O contractor. The following as-built AMWTP drawings show these electrical interfaces: 54-0115 Revision 01, 54-0116 Revision 01 and 54-0117 Revision 01.

**During Operations:** BNFL Inc. will connect to the 138 kV power line running North of RWMC as indicated on the attached AMWTP drawing 54-0131-Rev 1 (Appendix B). BNFL Inc. will construct a new overhead 138 kV line east of RWMC site to the Southeast corner of the TSA. Power delivered to this substation will be metered. This new overhead line will connect to a new electrical substation in the Southeast corner of TSA as indicated on the AMWTP drawing 54-0131-Rev 1 (Appendix B). BNFL Inc. will distribute power underground from the new electrical substation to the AMWTP Facility. The maximum anticipated connected load during operation is 5000 kVA with a peak demand not to exceed 115% of the maximum anticipated connected load. The power factor will be 0.95 or higher for the load connected at the INEEL power system. BNFL Inc. will provide all equipment required to make these connections that is not currently installed. The INEEL M&O contractor will be given the opportunity to review and approve equipment and designs that are on the 138 kV side of the protective device isolating the INEEL power system from the BNFL Inc. power system in the new substation. The interface point between BNFL Inc. and the INEEL M&O contractor maintenance responsibilities will be at the first lockable disconnect switch in the substation after the new power line is installed and has been inspected and accepted by the INEEL M&O contractor. Access to the substation will be provided to the INEEL M&O contractor to facilitate operation and maintenance of the high voltage power system prior to the date for AMWTP operations start-up. The INEEL M&O contractor will perform all final connections to the INEEL power system.

## **Potable Water**

BNFL Inc. has connected to the RWMC potable water system. This interface will be used for construction and operation. The potable water interface is shown on AMWTP drawing 56-1110-Rev 3 (Appendix B). The estimated maximum load for the construction and operation is 100 gallons per minute and a maximum of 8,000 gallons per day.

## **Sanitary Sewer**

**During Construction:** Sewage from the main construction complex building will drain to a temporary holding tank adjacent to the building. Additional on-site sewage will be handled using portable toilets located at the other construction trailers and at specific desired locations within the construction area. BNFL Inc. will initiate contract services from a local sewage disposal firm for periodic pumping of the temporary holding tank and from the M&O contractor for sewage disposal at the Central Facilities Area (CFA). Portable toilets will be serviced using the same contract for the temporary holding tank. Use of the CFA sewage disposal plant will be in accordance with CFA procedures. The WMF-636 interface to the sanitary sewer system is defined in Section 1 of the MOA.

**During Operations:** The AMWTP will direct all sewage flows to a BNFL Inc. supplied and installed grinder pump. Discharge from the grinder pump will be into the existing pressurized sewer pipe adjacent to the West Side of Type II building 634 going to an existing lagoon. BNFL Inc. will coordinate with the INEEL M&O contractor to identify available stub-outs for future service that can be used as the tie-in point. BNFL Inc. will provide all material and labor to install a branch connection to the existing line as well as an isolation valve and back-flow device. The INEEL M&O contractor will be given the opportunity to review and approve the connection detail and installation procedure prior to construction. The INEEL M&O contractor will provide lockout/tagout measures as required for their system during the BNFL Inc. tie-in activity. Maximum AMWTP sewage flows during the operational period are estimated to be 8,000 gallons per day and shall only include domestic sewage. As defined in the INEEL M&O contractor's Management Control Procedure-3480, domestic sewage is sanitary waste from basic sanitation activities associated with personnel and office/administrative areas such as: urinals/toilets, rest room and lunch room sinks, shower rooms and janitorial sinks not in process areas.

## **Propane**

The propane supply line to WMF-636 has been temporarily disconnected in order to support the AMWTP treatment facility construction. This line will be relocated and reconnected and the propane supply to WMF-636 will continue to be from the RWMC 30,000 gallon propane tank located north of WMF-628. The interface point for this supply line is provided in Section 1. BNFL Inc. will install a meter downstream of this interface point to measure propane usage.

## **Telecommunications**

BNFL Inc. has connected to the RWMC telephone system, which provides access to long distance service, at existing telephone pedestals located south of the RWMC fence line by the construction subcontractor area as indicated on AMWTP drawing 54-0117 Rev 3. BNFL Inc. will use all of the 45 pairs available and will provide direct burial telephone cables for connection at the pedestals. It is anticipated that 30 pairs will be used for single line telephones, 4-pairs for fax machines, and 11-pairs for data communication. BNFL Inc. will provide all equipment and ensure that the equipment is compatible with existing RWMC equipment. BNFL Inc. coordinated this installation with the INEEL M&O telecommunications department. BNFL Inc. will be responsible for maintaining all of their installed equipment.

## **Services During Construction**

### **Landfill and Waste Disposal**

The AMWTP contract offers landfill services for the AMWTP. The INEEL M&O contractor has provided the necessary dumpsters inside the AMWTP construction boundary and will service the dumpsters weekly. More frequent service is available, if required. As BNFL Inc. demand changes, it will forecast the number of dumpsters required and separate waste materials into wood, metal, paper/cardboard and debris dumpsters. Bulk disposal service will be handled directly by BNFL Inc. during normal landfill operating hours, which is between 7:00 am and 4:30 pm, Monday through Thursday. Friday access can be scheduled when necessary. BNFL Inc. will obtain and maintain an INEEL landfill complex user's permit.

BNFL Inc. will maintain a RCRA ninety-day storage area for hazardous wastes during construction. BNFL Inc. will be responsible for compliance in this area.

### **Roads and Grounds Maintenance**

Outside the AMWTP boundary, the INEEL M&O contractor will provide road maintenance, grading and snow removal. BNFL Inc. will maintain roads and grounds within the AMWTP construction boundary.

### **Use of INEEL Borrow Pits**

BNFL Inc. will require approximately 25,000 cubic yards of imported soil for use during construction. The INEEL M&O contractor has identified the available borrow pits on the INEEL. BNFL Inc. will complete an "INEEL Gravel/Borrow Request Form" (INEEL-1595) for each use.

## **Soil and Debris Disposition**

BNFL Inc. estimates that approximately 25,000 cubic yards of soil will be removed from the AMWTP construction site. With DOE-ID approval, the INEEL M&O identified the disposition location for the soil.

## **Schedule for Utility Connections**

The schedule for remaining utility connections will be provided to the INEEL M&O contractor by BNFL Inc. in sufficient time to review the proposed construction plan. Each connection will require BNFL Inc. to prepare an Outage Request. Detailed coordination of these connections will be accomplished with the RWMC Outage Coordinator and the RWMC shift supervisor's office. Utility service relocations and connections required to support operations of the AMWTP Facility will be performed as needed to support the construction schedule. All AMWTP utility connections will be coordinated with other RWMC utility users to plan for and minimize the impact of the outage.

## **Responsibility Statements**

### **BNFL Inc. will:**

- Provide a new 138 kV power line tap, construct the new power line from the tap to the proposed AMWTP substation, and construct the new substation feeding the AMWTP Facility. The 138kV power lines and the substation must comply with the DOE Architect Engineering Standards Manual.
- Prior to the construction start date, BNFL Inc. will prepare and submit a request for right of way for this 138 kV power line to DOE-ID along with a completed survey and legal description of the right of way to be granted to the grantee.
- Maintain an electrical power factor greater than 0.90 during construction and greater than 0.95 during operations.
- Provide the INEEL M&O contractor "as-built" drawings for all utility connections within 45 days of completing the connection.
- As required, provide new propane tank(s) and related underground piping serving the AMWTP Facility.
- Submit new propane tank refill rate, size, and location information to DOE-ID for a safety review and assessment of the affects on the RWMC Safety Analysis Report (SAR).
- Meter all electrical power supplied to AMWTP.
- Meter propane use from the RWMC 30,000 gallon tank.
- Request power outages two weeks prior to performing power taps required for temporary construction power and six weeks prior to power taps on the 138-kV power line.
- During the year 2001, review the required AMWTP Facility-related sewage treatment requirements after receipt from DOE-ID of the projected RWMC site population count for 2003 with updated projected sewage lagoon capacity information.
- Comply with RWMC operations staff directions regarding the limitations of the deep well recovery during use of the RWMC water system.
- Provide the necessary engineering drawings and procedures for utility connections to the INEEL M&O contractor.
- Provide updated detailed utility connection and construction information and schedules to DOE-ID and INEEL M&O contractor.
- Comply with DOE-ID-10381 INEEL Reusable Property, Recyclable Materials and Waste Acceptance Criteria for disposal of industrial waste in the INEEL landfill.
- Resolve any operational, maintenance or compliance issues associated with BNFL Inc.

discharge to the sewage system or use of the INEEL landfill.

**DOE-ID will:**

- Prior to the construction start date, grant the right of way east of the TSA for the new electrical power line feed from the 138 kV line tap to the proposed new location for the AMWTP substation.
- In conjunction with the DOE-ID review of the AMWTP SAR, review the affect of the new AMWTP propane tanks on the RWMC SAR and authorize turnaround to allow timely installation of the new propane tanks.
- Advise BNFL Inc. on January 1, 2001, of the available RWMC sewer lagoon capacities and projected year 2003 RWMC total site population.
- Review and approve the INEEL M&O contractor's proposed disposition location for excavated soil and any requirements for surveying or sampling the excavated soil during disposition.

**INEEL M&O contractor will:**

- Continue to provide and maintain the utilities to the RWMC site and the TSA within the RWMC site including electrical, potable water, fire water, communications, and sanitary sewer.
- Coordinate with BNFL Inc. and other RWMC utility users on the scheduling of utility and electrical power outages required for equipment installation, maintenance, and testing.
- Process outage requests within 10 working days of receipt of a request.
- Complete the INEEL form 435.27 log entries for BNFL Inc. industrial waste delivered to the INEEL landfill by INEEL M&O contractor personnel.
- Provide BNFL Inc. an opportunity to comment on proposed changes to DOE-ID-10381 INEEL Reusable Property, Recyclable Materials and Waste Acceptance Criteria that could affect AMWTP activities.

## **Section 3: Environmental**

### **Brief Description of Interface**

This section of the MOA is intended to promote effective environmental permitting activities and seamless transitions for the existing HWMA/RCRA permitted and interim status units. BNFL Inc. will obtain two HWMA/RCRA permits for the AMWTP. There will be a permit for treatment and a permit for storage. The INEEL M&O contractor HWMA/RCRA Storage Permit will be modified, as necessary, as units are transitioned to the BNFL Inc. storage permit. When the AMWTP facility begins operation, the only unit remaining in the INEEL M&O Storage Permit will be the WMF-628 Type II HWMA/RCRA Storage Building. Because AMWTP facilities will be located on the INEEL, the AMWTP will also interface with the INEEL Site-Wide Title V Air Operating Permit.

For Phase II construction activities, no routine environmental monitoring services are requested from the INEEL M&O contractor. The INEEL M&O contractor will conduct the site verification to determine the radiological and hazardous constituent status of property and equipment prior to turning over all facilities and equipment to BNFL Inc. BNFL Inc. monitoring and sampling activities at the AMWTP construction site are anticipated to focus on the requirements of the AMWTP Construction Stormwater Pollution Prevention Plan and drinking water. Additional information on the potable water requirements for the AMWTP can be found in MOA Section 2, Utilities.

This interface agreement is necessary to:

- 1) Ensure the appropriate involvement by DOE-ID and the INEEL M&O contractor permitting and operations staff,
- 2) Facilitate the smooth transition of permitted/interim status units during construction and operations to BNFL Inc.,
- 3) Provide the necessary support and technical input required for modifications to existing INEEL permits, and
- 4) Provide a coordinated INEEL interface with regulatory agencies and the public.

### **Environmental Permit Related Responsibility Statements**

#### **BNFL Inc. will:**

- Ensure consistency with existing INEEL permits and environmental authorizations.
- Provide DOE-ID and the INEEL M&O contractor with draft copies of any permit modification requests (PMRs) for the AMWTP HWMA/RCRA Permit, the AMWTP HWMA/RCRA Storage Permit, the HWMA/RCRA Part A Permit Application for TSA Pads 1, R and 2, and the BNFL Inc. portion of the Waste Storage Facility/WMF-636 Permit to Construct and related documentation, allowing adequate time to review the documents and provide written comments.
- Prepare a joint DOE-ID/BNFL Inc. permit application addressing operation of WMF-635 and the Type II Modules, except WMF-628. This permit application will also address any modifications to the operation of these HWMA/RCRA units that may be required to support AMWTP activities. DOE-ID will submit this permit application to the DEQ at least 90 days prior to the date BNFL Inc. assumes operational control of the HWMA/RCRA units identified above.
- Prepare the INEEL Title V Air Operating Permit application and draft permit, if

appropriate, for the applicable BNFL Inc. operated facilities prior to commencing operations in accordance with IDAPA requirements, including the WMF-636.

- Notify DOE-ID and the INEEL M&O contractor of all Title V Air Permit non-compliances in addition to the notification provided to the State of Idaho.
- Deliver documents prepared by BNFL Inc. (such as PMRs) to the DOE-ID Public Reading Room Administrator at least two working days before the required public availability date. Each delivery will include a transmittal letter that contains an inventory of the documents provided and directions to remove outdated documents (as applicable).

**DOE-ID will:**

- Within thirty days of receipt, review and provide comments on the draft PMRs prepared by BNFL Inc and/or the INEEL M&O contractor for either the AMWTP HWMA/RCRA Treatment or Storage Permits, the HWMA/RCRA Part A permit application for the TSA interim status units, the BNFL Inc. WSF/WMF-636 PTC, the INEEL M&O WSF/WMF-636 PTC or the INEEL RWMC HWMA/RCRA Storage Permit.
- Provide quarterly updates to BNFL Inc. including detailed information addressing how the requirements of the RWMC HWMA/RCRA Permit, Permit Condition II.K.7. (i.e., compliance with HWMA/RCRA floodplain requirements) are being met and a status on the schedule for meeting this permit condition.
- Inform BNFL Inc. of significant proposed changes to the existing INEEL RWMC HWMA/RCRA Storage Permit that may affect AMWTP objectives and provide supporting documentation for such changes.
- Provide timely information to BNFL Inc. regarding ER activities and HWMA/RCRA corrective actions that could affect planned BNFL Inc. permits.
- Submit a joint DOE-ID/BNFL Inc. permit application including a joint DOE-ID/INEEL M&O contractor PMR addressing transfer of operational control of WMF-635 and WMF-629 through WMF-633 (from the INEEL M&O contractor to BNFL Inc.) to the DEQ at least 90 days prior to the date BNFL Inc. wants to assume operational control of the HWMA/RCRA units identified above. This submittal shall include the revised permit application prepared by BNFL Inc., the PMR [including the written agreement for transfer of permit responsibility and the notification letter required by 40 CFR 270.40(b)] prepared by the INEEL M&O contractor, and the transmittal letter prepared by DOE-ID.
- Transmit a letter of notification to the State of Idaho DEQ identifying BNFL Inc. as DOE-ID's operator for WMF-635, and all Type II Modules (except WMF-628) with respect to DOE-ID's permit to construct for these facilities by September 1, 2002.

**INEEL M&O contractor will:**

- As requested by BNFL Inc., provide historical documents, data, and electronic files required to prepare environmental documentation for the AMWTP.
- Prepare a joint DOE-ID/INEEL M&O contractor PMR supporting HWMA/RCRA transfer of operational control of WMF-635 and the Type II Modules, except WMF-628, from the INEEL M&O contractor to BNFL Inc. This document shall include the PMR, the written agreement for transfer of permit responsibility, and the notification letter required by 40 CFR 270.40(b). The INEEL M&O contractor's responsibility in this PMR is to see that these areas are removed from the existing RWMC permit.

**Environmental Monitoring and Reporting Related Responsibility Statements:****BNFL Inc. will:**

- Notify DOE-ID and the INEEL M&O contractor when a release of a hazardous substance occurs in excess of a reportable quantity. BNFL Inc. will follow its Occurrence Reporting Procedure for notifications and reporting.
- Maintain a ninety-day Temporary Accumulation Area (TAA) for hazardous wastes during construction in accordance with 40 CFR 262.34.
- Be responsible for stormwater inspections and resolution of issues that arise at the AMWTP construction site and Facility.
- Monitor and sample drinking water outlets within the AMWTP boundaries, to ensure drinking water standards are met.
- Provide certified AMWTP emission data to the INEEL M&O contractor no later than January 31<sup>st</sup> each year for the preceding year for inclusion in the site-wide nonradioactive air emission inventory and NESHAP radionuclide emission reports.
- Provide proposed modifications to the RWMC Spill Prevention Control and Countermeasures Plan (SPCC), as required, to address the addition of the AMWTP to the RWMC SPCC. BNFL Inc. will comply with the requirements presented in the revised RWMC SPCC.
- Assign an Emergency Planning and Community Right to Know (EPCRA) Coordinator/Chemical Custodian to gather and provide certified data for inclusion in the INEEL EPCRA reports. BNFL Inc. will either use the INEEL Chemical Management System (ICMS) or an independent BNFL Inc. system for tracking and accountability of all chemicals brought onto the INEEL in support of the AMWTP.
- Provide an annual certified SARA 313 report directly to DOE-ID and certified data for inclusion in the SARA 312 report to the INEEL M&O contractor.

**DOE-ID will:**

- Facilitate BNFL Inc. becoming a co-permittee with DOE and the INEEL M&O contractor on the INEEL's Title V Operating Permit.

**INEEL M&O contractor will:**

- Inform BNFL Inc. of releases at the RWMC which exceed a Reportable Quantity.
- Continue as currently required to monitor and sample RWMC drinking water at the source to meet drinking water standards.
- Prepare annual site-wide nonradioactive air emission inventory and NESHAP radionuclide emission reports.

## **Section 4: Waste Characterization**

### **Brief Description of Interface**

Waste characterization data currently resides in several historical databases, real-time radiography (RTR) tape libraries, Engineering Design Files (EDF), and numerous technical reports. As the INEEL M&O contractor proceeds with the shipment of 3,100 cubic meters of TRU waste to WIPP, more detailed characterization data will become available.

The computer system being developed by the INEEL M&O contractor for tracking and managing TRU waste is called TRIPS. This system has been offered to BNFL Inc. as GFP; however, the INEEL M&O contractor will have a continuing need for some TRIPS functions after AMWTP start-up (e.g.; for managing remote-handled waste and other TRU waste that does not meet the AMWTP WAC). Interfaces related to the TRIPS system will be included in a future MOA modification.

### **Responsibility Statements**

#### **BNFL Inc. will:**

- Submit written requests to DOE-ID for the required characterization data.
- Identify the technical reports and other document distribution lists for BNFL Inc. inclusion.
- Ensure that construction wastes sent to the INEEL M&O contractor for dispositioning meet the applicable sections of the RRWAC.

#### **DOE-ID will:**

- Respond to BNFL Inc. requests for characterization data in a timely manner.

#### **INEEL M&O contractor will:**

- Assist BNFL Inc. in identifying characterization data and documents of interest and respond to DOE-ID's data and document requests in a timely manner. Where possible, the characterization data will be transmitted in an electronic form.
- Following approval by the export control representative, add BNFL Inc. to the distribution list for modifications and updates to identified technical reports and other characterization documents.
- On the schedule required by the State of Idaho DEQ, provide copies of each report and supporting documentation required to meet RWMC HWMA Storage Permit conditions: II.K.1, II.K.2, II.K.4 and II.K.5.
- As requested, provide BNFL Inc. a status report on the TRIPS system validity, performance capability and acceptability of results by WIPP.

## Section 5: INEEL Site Treatment Plan

### Brief Description of Interface

The INEEL Site Treatment Plan (STP) is an agreement between DOE-ID and the State of Idaho that defines how, when, and where DOE-ID plans to treat INEEL mixed waste. It also lists INEEL mixed waste that will be sent to other DOE facilities for treatment, and non-INEEL waste that will be sent to the INEEL for treatment. DOE-ID can propose changes to the STP at the quarterly meetings with the State of Idaho. DOE-ID and the State of Idaho have identified STP Project Managers that serve as the points of contact and are responsible for maintaining the Plan. The INEEL M&O contractor STP Point of Contact is responsible for supporting the DOE-ID STP Project Manager.

The remaining AMWTP STP milestones are:

- P-4 Commence System Testing: 4Q FY-2002. This milestone is complete when system operational testing begins.
- P-5 Commence Operation: 2Q FY-2003. This milestone is complete when facility operations begin.
- P-6 Schedule for System Backlog: 4Q FY-2003 This milestone is complete when a schedule to treat the system backlog is developed.

Several non-INEEL waste generators have expressed an interest in having their mixed waste treated at the AMWTP Facility. To do so, they must first have their waste added to the STP. Acceptance of non-INEEL waste requires DOE-ID to exercise Option 2 of the AMWTP contract. Option 2 addresses treatment of waste in addition to the initial 65,000 cubic meters. Prior to DOE-ID's decision on Option 2, BNFL Inc. can advise non-INEEL generators on the potential acceptability of certain wastes for treatment in the AMWTP.

### Responsibility Statements

#### **BNFL Inc. will:**

- Inform the DOE-ID STP Project Manager of any proposed changes to the AMWTP Waste Acceptance Criteria (WAC) that could affect the INEEL STP. These changes will be provided in sufficient time for DOE-ID to prepare the necessary STP modifications on the schedule agreed to by the State of Idaho.
- Provide the DOE-ID STP Manager a point of contact for all STP issues, activities, and documents that will require BNFL Inc. action.
- Provide the INEEL M&O contractor STP Point of Contact with a progress report on each AMWTP-related STP milestone on a quarterly basis starting one year before the STP milestone completion date.

#### **DOE-ID will:**

- Provide BNFL Inc. with a copy of any proposed change to the STP that may affect the AMWTP. These proposed changes will be provided in adequate time for review and discussion prior to DOE-ID formally submitting these proposed changes to the Idaho Department of Environmental Quality (DEQ) for consideration.

**INEEL M&O contractor will:**

- Provide BNFL Inc. with a copy of the Quarterly STP Meeting agenda in adequate time for BNFL Inc. to review the agenda and consider attending the meeting.
- Maintain BNFL Inc. on the controlled distribution list for the INEEL STP.
- As requested by BNFL Inc., provide them an updated copy of the INEEL Mixed Waste Inventory database.

## **Section 6: Emergency Response and Preparedness**

### **Brief Description of Interface**

The emergency response and preparedness interfaces established between the INEEL M&O contractor and BNFL Inc. are a critical component in protecting workers, equipment, and property. The services included in this AMWTP MOA for Phase II (construction) are: 1) INEEL Fire Department emergency services – fire suppression, emergency medical response, hazardous materials emergency response, confined space rescue, and search and rescue; 2) life safety systems; 3) decontamination; 4) emergency notification and reporting systems; and 5) mutual aid agreements with local emergency response and care providers. The INEEL M&O contractor currently provides these services to the RWMC. In accordance with the AMWTP contract, the availability and use of these emergency response services is mandatory. The INEEL M&O contractor shall provide 24 hour per day response capabilities from the fire department that meets OSHA, NFPA and applicable DOE requirements.

### **Overall responsibility for an Emergency during Phase II Construction**

BNFL Inc. is responsible for all emergencies within the AMWTP construction boundaries, including the laydown area, regardless of the services provided by the INEEL Fire Department that are discussed in this section. The INEEL M&O contractor is responsible for emergencies at the RWMC not within established AMWTP boundaries. For emergencies that cross the AMWTP construction boundaries, each party will respond appropriately to protect their personnel and property; however, the point at which the emergency originated will determine the organization with the lead responsibility for the emergency.

BNFL Inc. is responsible for managing AMWTP emergencies as an independent facility. Both the RWMC and the AMWTP will have assigned Emergency Coordinators. During joint emergencies both the RWMC and AMWTP will provide an Emergency Coordinator to assist in emergency response activities. During emergencies that cross facility boundaries, emergency response coordination will take place at the RWMC Command Post located in WMF-637 (Operations Control Building). If the emergency only affects one party, the responsible Emergency Coordinator will keep the other party informed of the status of the emergency.

If either the AMWTP or RWMC activates a command post for an emergency condition, the other party will be notified. The normal AMWTP command post location is the AMWTP Security Trailer. On request, the RWMC Command Post in WMF-637 and the services of RWMC personnel to operate the post will be made available for the AMWTP.

### **AMWTP Emergencies When the Construction Site is Unoccupied**

The AMWTP construction site may be unoccupied during weekends and on back-shifts. The keys for the locks on the construction gates will always be available from RWMC security personnel at Post 301. If any RWMC personnel detect a potential emergency condition within the AMWTP construction boundary while the construction site is unoccupied, they will notify WCC and the INEEL Fire Department. The WCC will notify the assigned AMWTP off-hour emergency contact.

## **Emergency Drills**

BNFL Inc.'s AMWTP will participate in at least one RWMC drill or exercise annually. The frequency of further AMWTP participation in RWMC drills will be determined by the AMWTP Construction Safety Manager. Drill participation will be coordinated between the AMWTP Construction Safety Manager and the INEEL RWMC Emergency Planner. To the greatest extent possible, drills will be coordinated to meet both the AMWTP and RWMC requirements and schedules. There is no requirement for the INEEL M&O contractor to participate in AMWTP drills or exercises.

If either the INEEL M&O contractor or AMWTP plan to have an evacuation drill, advance notice will be provided to the other party. Every effort will be made to provide notification seven working days in advance of the drill. It is expected that notifications will be made during the AMWTP/RWMC weekly construction meetings.

## **Event Classification and Notifications**

Both the AMWTP and RWMC will be responsible for their own Occurrence Reporting. AMWTP event classification and notifications will be the responsibility of BNFL Inc. The RWMC Emergency Coordinator will be informed of incidents arising due to AMWTP Facility construction. Further notifications to onsite and offsite agencies regarding AMWTP construction activities will be coordinated between BNFL Inc. and DOE-ID.

BNFL Inc. personnel will develop, coordinate, and issue press releases regarding incidents involving the AMWTP. Coordination will occur with DOE-ID Communications and INEEL Public Affairs prior to the distribution of press releases.

## **Response to Emergency Alarms**

When RWMC Emergency Notification System (ENS) alarms are activated during an actual emergency, the AMWTP Construction Contractor will respond in accordance with the AMWTP Emergency Plan. Training on response to INEEL RWMC ENS alarms will be included in the INEEL's Construction Employee ES&H Orientation training.

During Phase II construction, AMWTP will not have the capability to initiate the RWMC ENS alarms. Should an emergency condition at the AMWTP require an ENS alarm during construction, the RWMC Shift Supervisor will initiate the alarm when requested to do so by the AMWTP Emergency Coordinator. Alarms within the AMWTP boundary are currently active in WMF-634 and WMF-636. Should additional alarm hookups be needed within the AMWTP boundary, this will be the responsibility of BNFL Inc. The INEEL M&O contractor currently conducts monthly tests of the RWMC alarm systems; notification of these tests will be provided to the AMWTP Construction Safety Manager. System performance reports for alarm testing within the AMWTP construction boundary will be coordinated through the AMWTP Construction Safety Manager.

## **AMWTP Evacuation Procedures**

The AMWTP Construction Health and Safety Plan will contain an evacuation procedure; this procedure will be provided to the INEEL M&O contractor as part of the Construction Health and Safety Plan.

During an evacuation of RWMC or AMWTP, AMWTP personnel will use privately-owned vehicles to evacuate the site. If privately owned vehicles are obstructed, available busses may be requested from the INEEL M&O contractor. AMWTP's primary evacuation route is Adams Blvd unless otherwise directed. T-12 is the secondary route. Farragut Blvd should only be used if directed by the CFA Emergency Action Manager. AMWTP personnel will proceed to the location specified by the CFA Emergency Action Manager. AMWTP passes will provide access to the CFA during emergencies.

### **Accountability during RWMC or AMWTP Emergencies**

During emergencies both AMWTP and RWMC will have a system to account for all personnel. Those systems will also account for visitors. The two Emergency Coordinators will exchange accountability information.

### **Emergency Response and Preparedness Training**

The AMWTP will have a trained emergency response team to respond to emergencies within the AMWTP boundaries. The RWMC incident team will not respond to any emergencies within the AMWTP boundaries.

### **INEEL Fire Department/Fire Fighter Support**

During Phase II construction, the INEEL Fire Department will provide emergency response to fires and to injured personnel 24 hours per day. The INEEL Fire Department will provide mitigation services including fire suppression, fire apparatus, and emergency medical technicians who stabilize injured personnel and transport them to medical facilities via ambulance. Emergency response includes structural fire fighting, ambulance emergency medical services, hazardous material response, incident mitigation, and wildland fire fighting. Emergency support from the INEEL Fire Department will also be provided to the AMWTP for technical rescue operations during Phase II construction.

The INEEL Fire Department has four engine companies, including two engine companies located at the CFA. The CFA companies will respond to AMWTP emergencies. Each engine company has four personnel who are trained in emergency response. The best response time for the INEEL Fire Department to arrive at the RWMC is ten minutes; this time is dependent on several factors including concurrent INEEL emergencies and weather. Historically, there are on average seventeen times annually that the INEEL fire department has multiple emergency events and is unable to respond immediately to emergency service calls. BNFL Inc. will take this under consideration in developing their Construction Health and Safety Plan and when training their personnel as first responders.

The INEEL Fire Department will provide emergency response services only; cleanup is the responsibility of BNFL Inc. Should the INEEL Fire Department be requested to respond to an emergency within the AMWTP construction boundary, the BNFL Inc. construction contractor will have a designated representative meet and work with the responding engine company once they arrive on the scene.

BNFL Inc. will schedule pre-planning meetings with the INEEL Fire Department. These meetings will provide input to the INEEL Fire Department's pre-incident plan for the AMWTP, including gate response

strategies. The pre-incident plan will be a joint effort between the INEEL Fire Department and the AMWTP construction Safety Manager.

INEEL Fire Department walkdowns of the AMWTP construction site will be coordinated with the AMWTP's Construction Safety Manager to ensure visits are conducted at times where impact to construction activities is minimal.

### **Emergency Medical Services (Emergency Response - ambulance and emergency medical technicians)**

During Phase II construction, the INEEL M&O contractor emergency medical services are provided to AMWTP employees and visitors. These include ambulance, use of emergency medical technicians, and use of decontamination and medical facilities.

These services will be provided at the CFA dispensary. INEEL M&O contractor medical services will not be used by the AMWTP for "fit for duty" or "ability to work" checks.

### **Local Mutual Aid Agreements**

DOE-ID has included BNFL Inc. in all mutual aid agreements with local police departments, fire departments, hospitals, and emergency response teams from the surrounding municipalities and counties including Bonneville, Butte, Clark, Jefferson, and Bingham. These facilities can be used to treat AMWTP workers injured during emergencies.

### **INEEL HAZMAT Team**

During Phase II construction, the INEEL Fire Department, which also functions as the INEEL HAZMAT team, will mitigate the spread of spills involving hazardous materials at the AMWTP facility. INEEL Fire Department personnel are trained and certified for HAZMAT response. Should the AMWTP construction contractor need to summon the INEEL HAZMAT team, the call will be directed to the INEEL Fire Department Dispatch Center or the INEEL Warning Communications Center (WCC). Cleanup of the spill and decontamination of equipment will be performed by the AMWTP construction contractor.

BNFL Inc. will have an environmental specialist on-call. The AMWTP construction contractor will be responsible for determining if a spill is reportable and will follow the AMWTP Occurrence Reporting Procedure in these situations. Determinations as to whether an AMWTP spill area requires outside assistance will be made by the AMWTP Construction Environmental Specialist or the AMWTP Construction Safety Manager.

### **Responsibility Statements**

#### **BNFL Inc. will:**

- Manage all emergencies within AMWTP boundaries in accordance with the AMWTP Construction Health and Safety Management Plan.
- Provide the INEEL M&O contractor a single point of contact for emergency notifications.
- Provide the INEEL WCC with the AMWTP's Emergency Call List.

- Provide the INEEL Security organization access to construction site.
- Participate in at least one INEEL RWMC drill or exercise annually.
- Notify the INEEL M&O contractor of any planned drills during weekly meetings.
- Notify the RWMC of AMWTP incidents that require INEEL Fire Department response.
- Provide any additional alarm hookups within the AMWTP boundaries, in addition to the current hookups in WMF-634 and WMF-636.
- Provide input to alarm system performance reports to INEEL M&O contractor.
- During evacuations of the RWMC the AMWTP Emergency Coordinator will work with the RWMC Emergency Coordinator to determine the best way for evacuation to occur.
- Provide information to the INEEL M&O contractor on the AMWTP's accountability system.
- Jointly develop a pre-incident plan for AMWTP emergencies with the INEEL Fire Department.
- Have an environmental specialist available to manage incidents involving hazardous materials
- Conduct Occurrence Reporting for the AMWTP.
- Accompany the INEEL Fire Department personnel on construction site walk-downs.
- During the INEEL Fire Department walk-downs of the AMWTP construction site, provide the INEEL M&O contractor with the information necessary for the INEEL M&O contractor to meet the requirements of DOE Order 151.1, Comprehensive Emergency Management System.

**DOE-ID will:**

- Include AMWTP in all INEEL Mutual Aid Agreements.
- Maintain the current INEEL Fire Department capability to respond to emergencies.

**INEEL M&O contractor will:**

- Manage all emergencies at the RWMC and outside the AMWTP boundaries.
- Provide emergency response services to BNFL Inc.'s AMWTP site as previously specified.
- Provide AMWTP a single point of contact for emergency notifications.
- Notify the AMWTP of any planned drills at least one week in advance.
- Notify the AMWTP of RWMC incidents which require INEEL Fire Department response.
- Coordinate alarm system performance reports with the AMWTP Construction Safety Manager.
- As conditions warrant during an evacuation, provide available buses upon request to the AMWTP construction site if use of privately owned vehicles is obstructed.
- Provide AMWTP personnel access to CFA during emergencies.
- Develop a pre-incident plan for AMWTP emergencies in cooperation with the AMWTP Safety Manager or the AMWTP Construction Manager.
- Incorporate the AMWTP emergency notification list in WCC.
- Provide INEEL Fire Department walk-downs of the AMWTP construction site and co-ordinate these walk-downs with the AMWTP Construction Safety Manager to minimize the impact on construction activities.

## **Section 7: Health and Safety**

### **Brief Description of the Interface**

The DOE-ID, the INEEL M&O contractor, and BNFL Inc. share common values on the importance of employee health and safety. Although the AMWTP regulatory environment is not identical to RWMC's, the emphasis on health and safety is the same. The guiding principle for both is the application of the Integrated Safety Management (ISM) methodology. The objective of ISM is to systematically integrate safety into management and work practices at all levels so that missions are accomplished while protecting the public, workers, and the environment. This objective is accomplished by defining specific work scope, analyzing the hazards, developing and implementing hazard controls, effective and efficient work planning, performing safe and efficient work, and feeding the results of work performed back into the work control process. With consistent application of the ISM principles, the INEEL M&O contractor and BNFL Inc. will be able to conduct construction activities safely and effectively.

DOE-ID's approval of safety documentation, programs and methods to be used by all INEEL contractors will provide assurance that the approach implemented by the INEEL M&O contractor and the AMWTP will promote a safe working environment for all INEEL employees. DOE-ID's approval of the AMWTP safety program assures that the current level of safety provided to workers at the RWMC is not diminished by AMWTP construction activities. Conversely, DOE-ID's approval of the INEEL M&O contractor safety program assures the safety of personnel constructing the AMWTP.

For information purposes, the INEEL M&O contractor will be provided copies of the AMWTP Environmental, Safety, and Health Program Operating Plan (ESHPOP), and the AMWTP Construction Health and Safety Plan. To promote safety during Phase II construction the following activities will be supported by the INEEL M&O contractor and BNFL Inc.:

- BNFL Inc. will participate in the INEEL M&O contractor "Shared Safety Meetings" at the discretion of the AMWTP Construction Safety Manager.
- Safety information will be shared between the INEEL M&O contractor representatives and the AMWTP's Safety Manager as necessary during weekly AMWTP construction meetings.
- Advance notice of activities which could impact each other will be shared among all parties.
- Lessons learned will also be exchanged during the weekly construction meetings.
- Honest and open communications channels will be a priority when handling safety issues.

### **Safety Training**

The AMWTP and RWMC will have independent site access training requirements. The AMWTP site access training will include INEEL Construction Employee ES&H Orientation Training pertinent to the AMWTP site. The AMWTP's site access plan will be included as part of the AMWTP Construction Health and Safety Plan. For unescorted access to the AMWTP site, all individuals must take AMWTP site access training. For routine maintenance operations performed within the AMWTP boundary by the INEEL M&O contractor, workers must meet applicable standard OSHA and safety training requirements for the specific maintenance activity to be performed within the AMWTP boundary. Access requirements are also addressed in Section 8, Protective Services of the MOA.

Unescorted access to the RWMC requires the following INEEL M&O contractor training: General Emergency Preparedness training, TSA/Subsurface Disposal Area site access training, Radworker I, General Employee ES&H Orientation training, and 24-hour HAZWOPER training.

## **Areas of Special Concern During AMWTP Construction**

### **Stop Work Authority**

The AMWTP contract defines and describes DOE-ID's "stop work authority" over BNFL Inc.'s AMWTP work. The only DOE-ID individuals authorized to stop BNFL Inc.'s AMWTP work under any circumstances, including environmental, safety and health issues, are the DOE-ID Contracting Officer or an authorized DOE-ID designee.

Both the INEEL M&O contractor and BNFL Inc. can express their safety concerns at any time, and can notify the appropriate line management if an unsafe act is observed at any location. If the unsafe act is reported, specific information about the act will be provided to the appropriate line manager (i.e.; the RWMC Shift Supervisor, AMWTP Safety Manager and DOE-ID Waste Management Operations Division Deputy Director).

If there is an imminent threat to life observed by anyone, all personnel have an obligation to provide an immediate verbal warning to the individual(s) endangered followed by a report of the event to the appropriate line manager.

### **Tagout/Lockout Procedures**

The INEEL M&O contractor and AMWTP will recognize all of the procedures for tagout/lockout implemented by the other party. They both shall use tagout/lockout procedures compliant with OSHA requirements. To be consistent with INEEL M&O contractor procedures, the AMWTP will require the use of the color red for locks.

### **Radiography**

The AMWTP construction contractor will follow BNFL Inc.'s Radiation Protection Program (RPP) when radiography sources are brought onto the construction site. Application of BNFL Inc.'s RPP during construction will be documented in the AMWTP Construction Health and Safety Plan, specifically for use and monitoring of radiography sources.

The AMWTP construction contractor will use a professional, licensed company to provide radiography services. DOE-ID will review the training and qualifications of the construction contractor's health physicist and/or radiology technicians before any radiography source is brought onto the INEEL.

DOE-ID will be notified in advance of radiography sources being used by the AMWTP Construction Contractor and of the plans to ensure that the radiography is completed safely and within the guidelines of the BNFL Inc. RPP. Notification will also be provided on a timely basis to the INEEL M&O contractor's RWMC Facility Radiation Protection Supervisor. Notifications on scheduled use of radiography by AMWTP will be provided during the weekly AMWTP/RWMC schedule meetings.

### **Radiation Levels During Construction**

This section is applicable only to the primary AMWTP construction site. That is the eastern of the two construction sites, which is surrounded by a chain-link security fence. Workers in this area are not monitored for radiation exposure. The requirements in this section are not applicable to the WMF-636 construction site.

The INEEL M&O contractor will limit radiation levels at the primary AMWTP construction site boundary to less than 60 microrem per hour except for short periods of time when higher levels may occur due to RWMC operational requirements. Operational requirements include, but are not limited to, routine waste movements between waste storage buildings.

The INEEL M&O contractor will perform radiation surveys along the AMWTP construction fence on a monthly basis and whenever operational experience indicates that waste operations may have increased the radiation level at the construction boundary above the acceptable limit. The results of these surveys will be reported to the AMWTP Health and Safety Manager. If survey results indicate radiation levels in excess of 60 microrem per hour, the INEEL M&O contractor will take the actions necessary to reduce the radiation to an acceptable level within a reasonable period of time not to exceed one month. To monitor the cumulative exposure to construction workers, the INEEL M&O contractor will use area dosimetry on the construction boundary. Area dosimeters will be checked at least quarterly and whenever operational experience indicates that there may be a concern.

The construction boundary between WMF-633 and WMF-634 is exempt from the requirement to control radiation levels to less than 60 microrem per hour. It is exempt because the area between these two buildings is not normally occupied. BNFL Inc. will administratively control access to this area. It will be used for emergencies only. To monitor potential exposure in WMF-634, the INEEL M&O contractor will monitor radiation levels on the inside north wall of WMF-634.

### **Responsibility Statements**

#### **BNFL Inc. will:**

- Provide the INEEL M&O contractor a copy of the AMWTP ESHPOP and the Construction Health and Safety Plan
- Participate in the INEEL M&O contractor "Shared Safety Meetings" at the discretion of the AMWTP construction Safety Manager
- Control access requirements for the AMWTP construction site.
- Provide Construction Employee ES&H Orientation training for workers and visitors as required.
- Not have "stop work authority" over INEEL M&O contractor RWMC activities other than work performed by AMWTP employees for the RWMC.
- Maintain personnel work records which assure that time worked within the construction area does not result in a worker exposure of 100 millirem per year.
- Recognize the INEEL M&O contractor's tagout/lockout procedures.
- Use the color red for locks used for tagout/lockout.
- Use a professional, licensed company to provide radiography services.
- Ensure that radiography is completed safely within the guidelines of the BNFL Inc. RPP.
- Provide DOE-ID advance notice of the AMWTP's use of radiography sources.

- Provide notifications on the scheduled use of radiography to the RWMC during the RWMC/AMWTP weekly meetings.

**DOE-ID will:**

- Review the training and qualifications of the AMWTP's construction contractor's health physicist and radiology technicians before any radiography source is brought onto the INEEL.
- Have "stop work authority" in accordance with the AMWTP and INEEL M&O contracts.
- Approve the BNFL Inc. and INEEL's M&O contractor safety documentation.

**INEEL M&O contractor will:**

- Control access requirements for the RWMC outside of the AMWTP fence line.
- Upon request, provide INEEL Construction Employee ES&H Orientation training to AMWTP personnel.
- Not have "stop work authority" over BNFL Inc.'s AMWTP activities other than work performed by INEEL M&O employees for the AMWTP.
- Perform monthly radiation surveys at the construction boundary and report the results to the AMWTP Health and Safety Manager.
- Share lessons learned with AMWTP Construction Management during the weekly RWMC/AMWTP schedule meeting.

## Section 8: Protective Services

### Brief Description of Interface

The safeguards and security interfaces established between the INEEL M&O contractor and the AMWTP are an integral part of maintaining a secure environment at the RWMC and establishing effective communication channels between the AMWTP Construction Contractor and RWMC security personnel. BNFL Inc. is responsible for security within the AMWTP boundaries, as shown on AMWTP 52-1100 Rev 0 (Appendix B). The INEEL Protective Services Department will have keys to all locks on AMWTP construction gates. In the event of an emergency, either party can open any construction gate.

The AMWTP site consists of two non-adjoining areas separated by road. The primary area is the construction site for the new treatment facility. It is the eastern area shown on AMWTP drawing 52-1100 Rev 0 (Appendix B). This area is enclosed by a chain-link security fence. The western area is the construction site for WMF-636. The western AMWTP area will be separated from the TSA controlled by the INEEL M&O contractor by a physical boundary. Clockwise between the northwest corner of WMF-636 and the southeast corner of the WMF-636 Pad-2 wing, the building walls will serve as the physical boundary; however, to allow for inspection and egress, the actual boundary will be marked ten feet outside of the building walls.

The road separating the two AMWTP construction areas is the INEEL M&O contractor's primary access to WM-618. Uninterrupted use of that road is essential to the INEEL meeting milestones in the Settlement Agreement. Two road crossings will provide access to the WMF-636 construction area. These crossings are shown on AMWTP drawing 52-1100 Rev 0 (Appendix B). The southernmost of the two crossings will be the primary personnel access to WMF-636. BNFL Inc. will install markings on the pavement as well as signs and positive controls on either side of the crossings to control access between the AMWTP construction areas. AMWTP traffic on the crossings will yield to INEEL M&O contractor traffic on the road. There will be no barriers to INEEL M&O contractor traffic on the road.

Access to the construction site will be controlled by the AMWTP construction contractor. The AMWTP construction contractor will also administer the AMWTP accountability system. BNFL Inc. does not require the services of a security guard during construction. When the construction site is not occupied, the construction boundary will be monitored by the INEEL Protective Services organization during routine RWMC perimeter patrols. Up to fifteen keycards for access through INEEL Gate 4 will be issued from the main gate to AMWTP construction personnel that must enter from the north end of the site.

In accordance with the AMWTP contract, the INEEL Protective Services organization will provide badging services for the AMWTP. The fee specified in the AMWTP contract includes a background check which requires completion and review of a Security Supplement. A temporary badge can be provided immediately. AMWTP construction personnel will be issued AMWTP Identification Passes for AMWTP access. These passes are valid only for access to the AMWTP site, where they are used for personnel accountability. They must remain at the AMWTP access control point when they are not in use.

Access to the AMWTP construction site requires completion of AMWTP General Employee Training and an AMWTP site orientation. AMWTP personnel who require access to the RWMC outside the AMWTP boundary must complete normal RWMC access requirements. DOE-ID has authorized AMWTP visitors, including foreign nationals, to travel the access road to the AMWTP parking area to view the facility

without a badge or pass.

Access to the INEEL by foreign nationals requires prior approval by DOE-ID. DOE-ID has delegated this authority to the INEEL Laboratory Director or his designee for INEEL areas controlled by the INEEL M&O contractor. DOE-ID has retained approval authority for DOE-ID facilities and the AMWTP site. Visitors requiring access to areas controlled by the INEEL M&O contractor in addition to DOE-ID facilities and AMWTP require approval by INEEL M&O contractor and DOE-ID.

## **Responsibility Statements**

### **BNFL Inc. will:**

- Provide a copy of the AMWTP Construction Security Program Plan and changes to that plan to DOE-ID and the INEEL M&O contractor.
- Be accountable for all security actions within the AMWTP site boundaries, including the construction laydown areas outside of the RWMC fence.
- Provide or obtain INEEL Construction Employee ES&H Orientation training to construction employees for INEEL site access.
- Provide AMWTP site access training to workers and visitors.
- Provide non-uniformed administrative personnel to staff the construction site access gates at the south entrance.
- Follow RWMC site access requirements for unescorted and escorted access to RWMC areas.
- Designate the BNFL Inc. point-of-contact for security issues as BNFL Inc.'s MOA liaison (see Appendix A).
- Provide signs, physical boundaries and demarcation lines for the AMWTP site as defined in this section.
- Maintain signs and positive controls on either side of the road crossings providing access to WMF-636.
- Through the protective Services Physical security Officer, provide the main RWMC security guard keys for construction gates.
- Through the protective Services Physical security Officer, provide the RWMC security guard desk information regarding possible off-hour vendor deliveries including a listing of authorized vendors, shippers, and subcontractors. Normally, all deliveries will be made during standard AMWTP dayshift hours.
- Submit requests for "foreign national" access in time to allow normal processing by the INEEL M&O contractor as indicated below in the related INEEL M&O contractor's responsibility statement.

### **DOE-ID will:**

- Ensure the INEEL M&O has adequate protective services to meet RWMC and AMWTP needs.
- Provide special security services by appropriately cleared DOE individuals when the need arises.
- Process "foreign national" requests for access to DOE-ID facilities and the AMWTP site.

**INEEL M&O contractor will:**

- Provide badging services as approved by DOE-ID.
- Provide routine RWMC perimeter checks during construction site off-hours.
- Conduct INEEL Construction Employee ES&H Orientation training for AMWTP construction personnel as requested.
- If notified in advance, provide vendor/delivery access to the AMWTP construction site during off-hours.
- Process non-sensitive "foreign national" visitor site access requests to INEEL areas controlled by the INEEL M&O contractor within three weeks from receipt of formal request, if all requirements are met. Sensitive "foreign national" visitor site access requests require eight weeks from receipt of formal request, if all requirements are met.
- Process "foreign national" assignment site access requests within eight weeks from receipt of formal request, if all requirements are met.

## **Section 9: Life Safety Systems**

### **Brief Description of the Interface**

In the Phase I MOA, some Life Safety System (LSS) interfaces were included in the Utility section and others were included in the Emergency Preparedness section of the document. For emphasis these critical interfaces have been combined into a new section of the Phase II Construction MOA. The LSS interface points for the facilities transferred to BNFL Inc. custody (WMF-634 and 636) are identified on the drawings listed in MOA Section 1.

### **Fire Water System**

During construction, BNFL Inc. will require no temporary connections to the existing RWMC fire water lines. BNFL Inc. will make three connections into the area firewater loop for service to the AMWTP facility. These connection points are shown on AMWTP drawing 56-1110-Rev 3 (Appendix B). During Phase II construction the INEEL M&O contractor will maintain the fire water system in accordance with existing operating and maintenance procedures. The isolation valves installed by BNFL Inc. will be the boundary for INEEL M&O contractor maintenance. Fire water system maintenance will require access to the AMWTP construction site. INEEL M&O contractor personnel performing this maintenance will meet AMWTP access requirements, but will perform the work in accordance with INEEL M&O contractor requirements.

AMWTP fire water system demands for both the fire sprinkler system and the fire hose standpipe system are still in the design phase. Upon completion of determination of the required flows and pressures BNFL Inc. will transmit this data to the INEEL M&O contractor for review of system load capabilities. The INEEL M&O contractor will provide BNFL Inc. with the results of this review and the results of any system tests performed during the review.

### **Communications, Alarms and Life Safety Systems**

During Phase II construction, AMWTP will coordinate its design, selection, and installation of fire detector, alarm, control panels, annunciators, and notification systems with the INEEL M&O contractor Life Safety Organization to ensure that the selected systems are compatible with the systems currently utilized at the INEEL.

### **Fire Alarm System**

BNFL Inc. has connected to the Fire Alarm System. The connection point is shown on INEEL drawing 514420. For AMWTP operations, BNFL Inc. will provide the AMWTP with fire alarm panels, initiating devices, speakers and visual indicators as required to match existing RWMC equipment. BNFL Inc. will connect to the RWMC fire alarm system at existing junction box FAS/TEL/RDAAPS-CJTSA-10 (CJ0). The INEEL M&O contractor will be given the opportunity to review and approve the connection details and installation procedures prior to construction. The INEEL M&O contractor will provide lockout/tagout measures as required for their system during the BNFL Inc. connection activity. During operations, the AMWTP will require only one new annunciator at the fire station for the new building. An internal control panel will indicate the exact source of the alarm. Any modification to the existing fire alarm systems in government furnished facilities will be coordinated with the applicable permit requirements (if any) and the corresponding modifications that may be required to the affected INEEL M&O contractor alarm system.

## **Emergency Notification System**

BNFL Inc. has connected to the Emergency Notification System. The connection point is shown on INEEL drawing 515904, which is available from the RWMC Landlord. During construction, the speakers within the AMWTP construction area will carry all RWMC announcements and alarms and BNFL Inc. will not have the capability to initiate announcements or alarms.

For AMWTP operations, BNFL Inc. will connect to the RWMC emergency notification system at existing junction box ENS-CJTSA-10 (CJ0). BNFL Inc. will provide emergency notification panels, speakers, sirens and visual indicators as required to match existing RWMC equipment. The INEEL M&O contractor will be given the opportunity to review and approve the connection details and installation procedures prior to construction. The INEEL M&O contractor will provide tagout/lockout measures as required for their system during the BNFL Inc. connection activity. The Phase III MOA will address ENS interfaces for operation, including separate and simultaneous announcement capabilities and ENS power supply reliability.

AMWTP emergency communications during construction will use the INEEL telephone system and two-way radios. Radios will be located inside the construction facilities at all times. AMWTP will use one frequency for emergency notification. To assure compatibility with the INEEL emergency radio networks, BNFL Inc. purchased an emergency radio from the INEEL Radio and Alarm shop.

## **Schedule for Life Safety System Connections**

Life Safety System service relocations and connections required to support operations of the AMWTP Facility will be performed as needed to support the construction schedule. Each connection will require BNFL Inc. to prepare an Outage Request. Detailed coordination of these connections will be accomplished with the RWMC Outage Coordinator and the RWMC shift supervisor's office. All AMWTP Life Safety System connections will be coordinated with other RWMC utility users to plan for and minimize the impact of the outage.

## **Responsibility Statements**

### **BNFL Inc. will:**

- Provide any additional alarm hookups within the AMWTP boundaries.
- Maintain access to fire hydrants during construction.
- Participate in alarm tests as requested by the INEEL M&O contractor.
- Coordinate AMWTP design, selection and installation of communications, alarms, and life safety systems with the INEEL M&O contractor Telecommunications and Life Safety Systems Departments.
- Conduct preventive maintenance and inspections of fire extinguishers within AMWTP's boundary.
- Tie into INEEL's emergency notification system, including audible alarms.
- Utilize two-way radio and telephones as part of the AMWTP notification system.
- Submit AMWTP plans to connect to the RWMC fire-water, fire alarm and emergency notification systems to the INEEL M&O contractor.

**DOE-ID will:**

- If necessary resolve differences between INEEL M&O contractor comments and BNFL Inc. plans to connect to the RWMC fire-water, fire alarm and emergency notification systems.

**INEEL M&O contractor will:**

- Coordinate alarm system performance reports with the AMWTP Construction Contractor Safety Manager.
- Conduct routine maintenance on the RWMC fire water system.
- Review AMWTP plans to connect to the RWMC firewater, fire alarm and emergency notification systems and provide comments within 30 days of receiving the plans.

**Appendix A**  
**Advanced Mixed Waste Treatment Project**  
**Points of Contact for MOA**

## BBWI Points of Contact for the AMWTP Tri-party MOA

<b>Organization</b>	<b>Manager</b>	<b>Point of Contact</b>	<b>e-mail (@inel.gov)</b>	<b>Phone</b>
Safety	K.M. O'Donnell	Bob Marcinko	rmarcink	6-3590
Radiation Protection	W.H. Mcbath R.F. French	Randy Sayer	rdy	6-6619
Emergency Preparedness	W.S. Schum	Jim Colson Sid Crossley	jcolson sxc	6-9174 6-1767
Environmental Affairs	R.H. Guymon	Ann Boehmer Jim Graham	amb jqg	6-7937 6-7935
Protective Services	E.L. Goldman	Tom Middleton	tm4	6-0718
Fire Department	D.N. Whittaker	D.N. Whittaker	dw4	6-6044
Life Safety Systems	E.L. Goldman	Jim Rohrbaugh	jxr	6-0687
TRU Program	T.L. Clements	Jim Schafer	jjs	6-9699
RWMC Operations	D.M. Bright	Don Baxter Jim Pletscher	ddb jhp	6-5519 6-7816
Waste Generator Services	J.D. Mousseau	Monte Davis Coreen Casey	mvd ecc	6-9526 6-4286
RWMC WAG-7	J.M. Schaffer	J.M. Schaffer	schajm	6-3029
EM Integration	G.B. Frandsen	Dale Luke	lukede	6-3610
Power Management	W.A. Baxter	Jeff Norman	jbn	6-2140
Property Management	C.A. Collins	Dick Ohman	rro2	6-3265
Land Use Planning	T.P. Moriarity	Tim Beseris	tgb	6-2907
Telecommunications	J.A. Pascavage	Scott Abbott	sxa	6-0527
Financial Accounting	W.M. Virtue	Sue Forman	syc	6-1685
Contract Management	L.S. Jenkins	L.S. Jenkins	jenkls	6-9737
Legal	M.D. Olsen	Joe Saye	sayejj	6-4970
AMWTP MOA	Jim Schafer		jjs	6-9699

## BNFL Inc. Points of Contact for the AMWTP Tri-Party MOA

Area	Point of Contact	e-mail	Phone
Construction Management	Bob Wisdom	bob_wisdom@mk.com	526-3500
Environmental Permits/ Reports	Candice Jierree	cjierree@bnflinc.com	524-8484, Ext. 118
	Jim Jackson	jjackson@bnflinc.com	524-8484, Ext. 156
	Claude Pettingill	claude_pettingill@mk.com	526-3460
Health and Safety/ Emergency Preparedness Operations	Candice Jierree	cjierree@bnflinc.com	524-8484, Ext. 118
	Claude Pettingill	claude_pettingill@mk.com	526-3460
	Martin Wheeler	mwheeler@bnflinc.com	524-8484, Ext. 108
Property and Equipment	Rick Lawrence		526-3543
Radiation Protection	Paul Smith	psmith@bnflinc.com	524-8484, Ext. 116
Retrieval	Jeff Hahn	jhahn@bnflinc.com	524-8484, Ext. 102
	Joe Hickey	jhickey@bnflinc.com	524-8484, Ext. 128
	Rick Lawrence		526-3543
RWMC Waste Management	Kiki Torres	etorres@bnflinc.com	524-8484, Ext. 113
Safeguards and Security	Ann Riedesel	ariedesel@bnflinc.com	524-8484, Ext. 112
	Claude Pettingill	claude_pettingill@mk.com	526-3460
Site Treatment Plan	Bob Holmes	rholmes@bnf.inc.com	524-8484, Ext. 124
Utilities/Life Safety Systems	Tom Andrews	tom_andrews@mk.com	208-386-6671
	Kelly Post	kelly_post@mk.com	526-3478
Technical Coordination	Kiki Torres	etorres@bnflinc.com	524-8484, Ext. 113
Overall Coordination	Ann Riedesel	ariedesel@bnflinc.com	524-8484, Ext. 112

## DOE Points of Contact for the AMWTP Tri-Party MOA

Area	Point of Contact	e-mail	Phone
Construction Management	Geoff Beausoleil	Beausogl@ID.DOE.GOV	526-5558
	Art Mantlik	Mantliag "	526-4583
Environmental Permits/ Reports	Greg Hula	Hulaga@ID.DOE.GOV	526-9899
	Don Rasch	Raschdn "	526-1511
	R. (woody) Russell	Russelrw "	526-0561
	John Medema	Medemaje "	526-1407
Health and Safety	Terry Smith	Smithtw@ID.DOE.GOV	526-1850
Emergency Preparedness	Clay Ogilvie	Ogilvic@ID.DOE.GOV	526-5198
	Alan Dudziak	Dudziaaj@ID.DOE.GOV	526-7027
Property and Equipment	Glen Waugh	Waughgs@ID.DOE.GOV	526-3712
	Geoff Beausoleil	Beausogl@ID.DOE.GOV	526-5558
Radiation Protection	Ken Whitham	Whithakr@ID.DOE.GOV	526-4151
RWMC Waste Management	Geoff Beausoleil	Beausogl@ID.DOE.GOV	526-5558
	Paul Contreras	Contreph "	526-5699
	Jerry Wells (TRU)	Wellsjl "	526-5296
Safeguards and Security	R. (Bob) Coombs	Coombsrs@ID.DOE.GOV	526-2302
	Dennis Wagner	Wagnerdd "	526-6388
	Neil Rice	Ricenm "	526-2429
	George Poovey	Pooveyga "	526-5902
Site Treatment Plan	Don Rasch	Raschdn@ID.DOE.GOV	526-1511
Utilities/Life Safety Systems	David Herrin	Herrinds@ID.DOE.GOV	526-3013
	C. Mike Bennett	Bennetcm "	526-3734
	Geoff Beausoleil	Beausogl "	526-5558
Davis-Bacon Determinations	Kelly Lemon	Lemonkd "	526-5453
Overall Coordination	John Medema	Medemaje "	526-1407

**Appendix B**

**Advanced Mixed Waste Treatment Project**

**Referenced Forms and Drawings**

**TRANSFER INVENTORY SCHEDULE**  
**(RE: DEAR 970.5204-21)**  
☐ PARTIAL , ☐ FINAL

Date:

Page:

No. of Pages

This schedule applies to (Check as applicable):

A) ☐ A Prime Contract with the Government;

B) ☐ Subcontracts as follows:

C) ☐ A Prime Contract supported by A) above as follows:

RETURNING CONTRACTOR OF FURNISHED FACILITIES:

RECEIVING CONTRACTOR OF FURNISHED FACILITIES:

Contractor Name:

Contractor Name:

Address:

Address:

Contract Number:

Contract Number:

Line Number	Property Categories	Report or Reference Number/Date	Item Count	Total Recorded Acquisition Cost	Reserved for Receiving Contractor Use	Reserved for Contracting Office Use
1	Accountable(oac \$5,000 & >)					
	Sensitive(oac \$350 to \$5,000)					
	Administratively-Controlled					
2	Precious Metals					
3	Controlled Substance					
4	Stores					
5	Spares					
6	Land					
	Buildings & Structures					
	Related Personal Property					
7	Special Nuclear					
8	Other					

**TRANSFER INVENTORY CERTIFICATE**

The undersigned, personally and as representative of the Contractor, certifies that this Inventory Schedule has been examined, and that in the exercise of the signer's best judgement and to the best of the signer's knowledge, based upon information believed by the signer to be reliable, the Schedule has been prepared in accordance with sound business practice; that the inventory described is allocable to the designated contract(s) and was located except as noted. The contractor(s) agree(s) to inform the contracting officer of any substantial change in the status of the inventory shown in this Schedule between the date hereof and the final disposition of such inventory, as applicable. The returning contractor is free and clear of all claims for property tendered to the receiving contractor.

RETURNING CONTRACTOR APPROVAL-

GOVERNMENT ACCEPTANCE-

RECEIVING CONTRACTOR OF FURNISHED EQUIPMENT

SIGNATURE:

SIGNATURE:

APPROVAL-  
SIGNATURE:

Name/Title:

Date:

Name/Title:

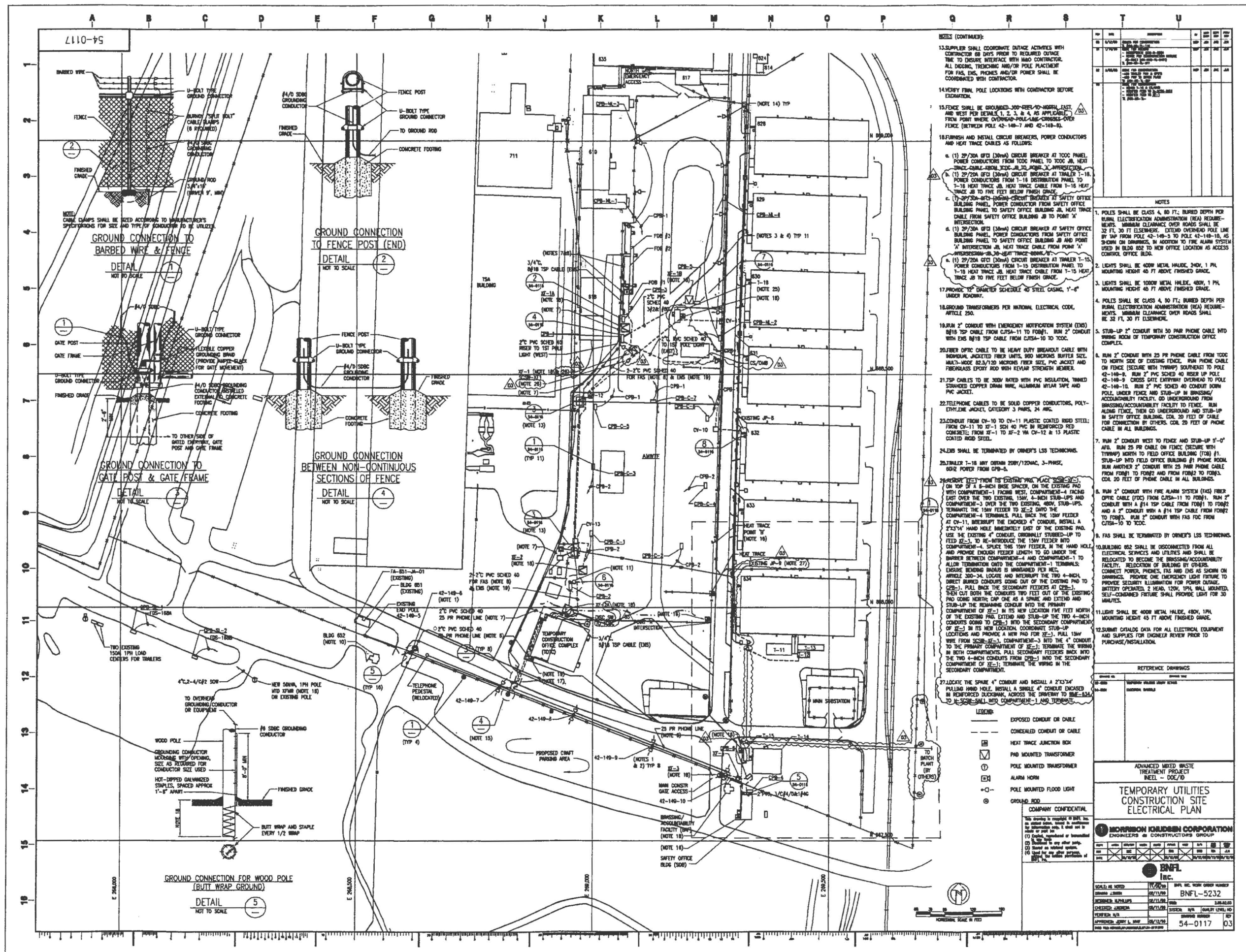
Date:

Name/Title:

Date:







NOTES (CONTINUED):

13. SUPPLIER SHALL COORDINATE OFFICE ACTIVITIES WITH CONTRACTOR 60 DAYS FROM TO REQUIRED OUTAGE TIME TO ENSURE INTERFACE WITH MAO CONTRACTOR. ALL DIGGING, TRENCHING AND/OR POLE PLACEMENT FOR FAS, EAS, PHONES AND/OR POWER SHALL BE COORDINATED WITH CONTRACTOR.

14. VERIFY FINAL POLE LOCATIONS WITH CONTRACTOR BEFORE EXCAVATION.

15. FENCE SHALL BE GROUNDED 300 FEET TO NORTH, EAST, AND WEST PER DETAIL 1, 2, 3, & 4, AS APPLICABLE. FROM POINT WHERE OVERHEAD POLE LINE CROSSES OVER FENCE (BETWEEN POLE 42-148-7 AND 42-148-8).

16. FURNISH AND INSTALL CIRCUIT BREAKERS, POWER CONDUCTORS AND HEAT TRACE CABLES AS FOLLOWS:

a. (1) 25/30A (800A) CIRCUIT BREAKER AT TOCC PANEL. POWER CONDUCTORS FROM TOCC PANEL TO TOCC JUNCTION BOX. HEAT TRACE CABLE FROM TOCC JUNCTION BOX TO POINT 'A' INTERSECTION.

b. (1) 25/30A (800A) CIRCUIT BREAKER AT TRAILER T-18. POWER CONDUCTORS FROM T-18 DISTRIBUTION PANEL TO T-18 HEAT TRACE JUNCTION BOX. HEAT TRACE CABLE FROM T-18 HEAT TRACE JUNCTION BOX TO FIVE FEET BELOW FINISH GRADE.

c. (1) 25/30A (800A) CIRCUIT BREAKER AT SAFETY OFFICE BUILDING PANEL. POWER CONDUCTORS FROM SAFETY OFFICE BUILDING PANEL TO SAFETY OFFICE BUILDING JUNCTION BOX. HEAT TRACE CABLE FROM SAFETY OFFICE BUILDING JUNCTION BOX TO POINT 'A' INTERSECTION.

d. (1) 25/30A (800A) CIRCUIT BREAKER AT SAFETY OFFICE BUILDING PANEL. POWER CONDUCTORS FROM SAFETY OFFICE BUILDING PANEL TO SAFETY OFFICE BUILDING JUNCTION BOX. HEAT TRACE CABLE FROM SAFETY OFFICE BUILDING JUNCTION BOX TO POINT 'A' INTERSECTION.

e. (1) 25/30A (800A) CIRCUIT BREAKER AT TRAILER T-15. POWER CONDUCTORS FROM T-15 DISTRIBUTION PANEL TO T-15 HEAT TRACE JUNCTION BOX. HEAT TRACE CABLE FROM T-15 HEAT TRACE JUNCTION BOX TO FIVE FEET BELOW FINISH GRADE.

17. PROVIDE 1/2\"/>

LEGEND

EXPOSED CONDUIT OR CABLE

CONCEALED CONDUIT OR CABLE

HEAT TRACE JUNCTION BOX

PAD MOUNTED TRANSFORMER

POLE MOUNTED TRANSFORMER

ALARM HORN

POLE MOUNTED FLOOD LIGHT

GROUND ROD

COMPANY CONFIDENTIAL

ADVANCED MIXED WASTE TREATMENT PROJECT NEEL - DOE/DO

TEMPORARY UTILITIES CONSTRUCTION SITE ELECTRICAL PLAN

MORRISON KILGUSSEN CORPORATION ENGINEERS & CONSTRUCTORS GROUP

BNFL Inc.

BNFL-5232

54-0117 03

