

 ENTERED

AGREEMENT FOR CONSULTATION AND COOPERATION

This Agreement is entered into effective as hereinafter provided by and between the State of New Mexico (hereinafter referred to as the "State") and the United States Department of Energy (hereinafter referred to as "DOE").

WHEREAS, DOE is proceeding with plans for the Waste Isolation Pilot Plant project (hereinafter referred to as "WIPP") in New Mexico, as more fully described below;

WHEREAS, the parties recognize: (1) the United States Government's responsibility for national security; (2) DOE's responsibility for environmental aspects in developing procedures, systems and facilities for safe disposal of radioactive wastes arising from past and future conduct of the Nation's defense programs; and (3) the State's responsibility for the welfare of its citizens including, but not limited to, public health and safety, environmental and socioeconomic aspects of the transportation, handling, storage and disposal of radioactive wastes in New Mexico;

WHEREAS, the Department of Energy National Security and Military Applications of Nuclear Energy Authorization Act of 1980, P. L. 96-164, attached as Appendix A, provides only with respect to WIPP that the Secretary of DOE shall enter into a written agreement with the appropriate State officials providing for consultation and cooperation with regard to the public health and safety aspects of the project;

WHEREAS, under P. L. 96-164 the State has the right to comment on and make recommendations with regard to the public health and safety aspects of WIPP;

WHEREAS, the Secretary shall receive, consider, resolve and act upon the comments and recommendations made by the State within time frames specified in Article IX of this Agreement; and

WHEREAS, the Agreement has been reached in accordance with P. L. 96-164.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - PURPOSE AND INTENT

- A. This Agreement affirms the intent of the Secretary to consult and cooperate with the appropriate officials of the State with respect to the public health and safety concerns of the State, and to give consideration to such concerns and cooperate with such officials in resolving such concerns consistent with P.L. 96-164. It also affirms the intent of the Governor of the State to express such concerns in a timely manner and to make all reasonable efforts to cooperate with DOE in resolving such concerns.

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- B. It is recognized that WIPP was an ongoing project at the time the parties commenced their negotiations of this Agreement. In the event the WIPP mission as described in Article VI of this Agreement is substantially changed, whether by amendment to P.L. 96-164 or otherwise, the parties may mutually agree to no longer be bound by this Agreement or provisions of it and the parties shall not be bound to comply with certain provisions of the Agreement if such changes in the WIPP mission make a particular provision impossible to perform or enforce. Any such agreement shall be reflected in a modification to this Agreement.
- C. The purpose of this Agreement, in carrying out the intent expressed in Paragraph A of this Article, is to designate Key Events; set time frames for review, comment and resolution of comments; and establish procedures for review of WIPP and for resolving conflicts.

ARTICLE II - DEFINITIONS

For purposes of this Agreement:

- A. The term "State" means the sovereign State of New Mexico, as represented by the Governor of the State of New Mexico or his duly authorized representative;
- B. The term "DOE" means the United States Department of Energy as represented by the Secretary or his duly authorized representative;
- C. The term "Secretary" means the Secretary of the United States Department of Energy, or anyone serving in that capacity, or any duly authorized representative of the Secretary;
- D. The term "public health and safety" means the potential impact upon the citizens of New Mexico resulting from activity attendant to WIPP, and includes any environmental effects which can impact the health and safety of New Mexico citizens;
- E. The term "defense waste" means radioactive wastes resulting from defense activities and defense programs of the United States Government exempted from regulation by the United States Nuclear Regulatory Commission. The term excludes any radioactive waste generated by the commercial nuclear power industry;
- F. The term "transuranic waste" or "TRU waste" means defense waste, other than high level waste or spent reactor fuel, containing alpha emitting transuranic elements (including Uranium-223), with radioactive half lives greater than one year, in excess of 10 nanocuries per gram of waste;

- G. The term "high level waste" means defense waste, in the form of the solidified product of the first-cycle solvent extraction or similar process by means of which uranium and plutonium are recovered from irradiated reactor fuel;
- H. The term "Key Event" means a significant activity in the development, design, construction, operation and decontamination and decommissioning of WIPP;

- I. The term "Milestone" means an action which shall be achieved prior to the commencement by DOE of a Key Event; however, it is recognized that there may be revisions to Milestone documentation after commencement of the Key Event involved; and
- J. The term "Working Agreement" means the document, incorporated herein by reference as Appendix B, which elaborates on the details of this Agreement and shall be further developed pursuant to this Agreement.

ARTICLE III - EFFECTIVE DATE

As required by P. L. 96-164, this Agreement shall become effective upon the elapse of forty-five days while Congress is in session unless the Committees on Armed Services of the Senate and House of Representatives, in writing, waive any portion of such forty-five days; the forty-five days to commence running upon submission of this Agreement as signed by the parties to the Committees. DOE shall advise the State in writing as to the date on which the foregoing requirement has been fulfilled and such date shall be deemed to be the effective date of this Agreement.

ARTICLE IV - POINTS OF CONTACT

- A. The Chairman, Radioactive Waste Consultation Task Force, State of New Mexico, or such other person as designated by the Governor, is the principal representative of the State for maintaining liaison with DOE and for the consultation and cooperation process.
- B. The Manager, Albuquerque Operations Office, DOE (Manager, ALO), or anyone serving in that capacity, is designated by the Secretary as the principal representative of DOE for maintaining liaison with the State and for the consultation and cooperation process.
- C. The principal representatives may designate appropriate individuals or groups to conduct day-to-day activities for them.

ARTICLE V - MODIFICATIONS

- A. The parties to this Agreement recognize that future developments, including but not limited to changes in applicable law, including but not necessarily limited to P. L. 96-164, may make it desirable or necessary for one or both parties to seek to modify this Agreement. Either party to this Agreement may request a review of the terms and conditions contained herein upon written notice to the other party, setting forth the modification or modifications requested together with the reasons therefor. The other party agrees to consider the requested modification or modifications, to respond to the request in writing and to enter into negotiations in good faith within 30 days of receipt of the request.
- B. Pursuant to P. L. 96-164, the Secretary shall notify the Committees on Armed Services of the Senate and the House of Representatives of modifications to this Agreement.

ARTICLE VI - WIPP MISSION

- A. P. L. 96-164 authorized WIPP as a defense activity of DOE for the express purpose of providing a research and development facility to demonstrate the safe disposal of radioactive wastes resulting from defense activities and defense programs of the U. S. Government exempted from regulation by the United States Nuclear Regulatory Commission.
- B. WIPP is intended to include receipt, handling and permanent disposal of transuranic waste and temporary storage for experimental purposes of a limited amount of high level waste. The amount of radioactivity shall be as set forth in the Safety Analysis Report referenced in the Working Agreement under Article III. All radioactive material used in high level waste experiments shall be removed from the WIPP site on completion of the experiments and prior to decontamination and decommissioning. Transuranic wastes shall be subject to a period of retrievability prior to permanent disposal as set forth in the Retrievability Plan referenced in Article IV of the Working Agreement.
- C. DOE or its successor governmental agency shall not abandon the WIPP site without decontamination and decommissioning having been completed. As stated in the Working Agreement, the Milestones and associated consultation and cooperation process provisions covering the decontamination and decommissioning of WIPP shall be negotiated by the parties in the future.

ARTICLE VII - KEY EVENTS AND MILESTONES

- A. DOE shall consult and cooperate with the State as the project progresses through Key Events and Milestones identified in Paragraph C of this Article and in the Working Agreement. Such consultation and cooperation shall be on a regular, ongoing basis to facilitate an orderly process of State review and evaluation. It is recognized that neither the Key Events nor the Milestones so identified are necessarily sequential, particularly since some Key Events and Milestones may properly be carried on simultaneously under this Agreement.
- B. DOE shall give prior written notice to the State of its intention to commence Key Events identified in Paragraph C of this Article.
- C. The following are currently identified as Key Events:
 - 1. Draft Environmental Evaluation;
 - 2. Preliminary Engineering - Title I;
 - 3. Final Environmental Evaluation;
 - 4. Site and Preliminary Design Validation (SPDV) Construction;
 - 5. Detailed Design - Title II;
 - 6. Construction of Construction Exhaust and Salt Handling Shaft;
 - 7. Construction of Ventilation Supply and Service Shaft;
 - 8. Construction of Waste Handling Building;

9. Underground Development;
 10. Construction of Emergency Generator Building;
 11. Construction of Waste Shaft;
 12. Construction of Storage Exhaust Filter Building;
 13. Computer Installation for the Facilities Alarm, Control and Monitoring Systems;
 14. Operations;
 15. Retrievability Decision for TRU Waste;
 16. High Level Waste Retrieval and Shipping; and
 17. Decontamination and Decommissioning.
- D. Other significant activities may from time to time be agreed upon as Key Events or one or more of the above Key Events may be deleted or revised pursuant to the provisions of Paragraph A of Article I of the Working Agreement.

ARTICLE VIII - CONSULTATION AND COOPERATION

- A. DOE shall keep the State currently and fully advised relative to WIPP in accordance with this Agreement and the requirements of the Working Agreement so that the State may make independent reviews on public health and safety concerns relative to WIPP.
- B. The data, reports and other material to be furnished the State in order to meet the foregoing requirement as to a particular Key Event shall be identified in the Working Agreement as work progresses toward achieving that Key Event. The types of data, reports and other material DOE shall furnish the State include, but are not limited to, draft and final environmental impact assessments and statements; technical reports and program plans; administrative and technical progress reports; the safety analysis report and amendments; construction and engineering design documents; and legislative land withdrawal proposals.
- C. In order for the State to make the independent reviews on public health and safety under this Article, the State shall have the right to conduct reasonable independent monitoring and testing of on-site activities related to the WIPP project; provided, however, that such monitoring and testing shall not unreasonably interfere with on-site activities.
- D. It is recognized that as activities on WIPP are carried on, the Milestones involved in particular Key Events shall be identified with more precision.
- E. The parties have negotiated a Working Agreement, identifying for each of the early Key Events the appropriate Milestones, the documents DOE is to submit to the State, the timing for such submissions, the timing for the State to identify public health and safety concerns and the process to be followed to try to eliminate those concerns before there is recourse to the procedure set forth in Article IX of this Agreement. From time to time the Working Agreement shall be changed and added to as therein provided by agreement of the parties in consonance with the intent of this Agreement.

- F. The Working Agreement, as agreed upon and changed and added to from time to time, shall be part of this Agreement as Appendix B. Revisions to the Working Agreement consistent with the provisions of this Agreement shall not be considered as modifications to this Agreement for purposes of Paragraph B of Article V of this Agreement.
- G. Nothing in this Agreement shall preclude the State from making available to the public copies of all data, reports and other material furnished the State by DOE pursuant to the provisions of this Article.

ARTICLE IX - CONFLICT RESOLUTION

- A. In the event that actions under Article VIII of this Agreement do not satisfy the State's concern or concerns as to the public health and safety (including the identification of Key Events and Milestones), the principal representative of the State and the Manager, ALO shall meet to discuss the matter in detail. Within 10 calendar days after conclusion of the discussion, the Manager, ALO shall advise the State in writing what DOE action, if any, is contemplated with respect to the State's particular concern or concerns. If the State is not satisfied by the written determination of the Manager, ALO, the Governor shall notify the Secretary in writing within 10 calendar days of receipt of such determination that the State intends to invoke the provisions of this Article and the reasons therefor. The Governor may not delegate his authority under this Paragraph. A copy of the notification shall be furnished the Manager, ALO.
- B. Within 30 days after notification under Paragraph A of this Article, the principal representative of the State and the Manager, ALO shall appoint one (1) mutually agreed upon recognized, independent expert in the particular field involved as the conflict resolution hearing officer. The conflict resolution hearing officer may employ as many experts in the particular field or fields involved and support staff as he shall determine are necessary to assist him in making a recommendation or recommendations on the matter or matters before him.
- C. Within 15 calendar days after the appointment of the conflict resolution hearing officer, the principal representative of the State and the Manager, ALO shall each submit to the hearing officer a written statement of their respective positions and the basis therefor. The hearing officer may hear oral presentations by the State and the Manager, ALO.
- D. Nothing in this Article shall preclude the State or the Manager, ALO from asking for and receiving from the hearing officer a reasonable extension of the time limit set forth in Paragraph C of this Article for good cause, such as recourse to the advice of outside experts in the particular field or fields involved.
- E. The conflict resolution hearing officer shall compile and maintain an accurate record of all written submissions and a transcript of any oral presentations made to him pursuant to Paragraph C of this Article.

- F. The conflict resolution hearing officer shall consider all written submissions and oral presentations in the record and transcript required by Paragraph E of this Article and shall make written recommendations on the matter or matters before him which shall refer to the specific facts in that record relied upon by him. The responsibility for making written recommendations under this Paragraph shall not be delegated by the conflict resolution hearing officer.
- G. The conflict resolution hearing officer shall transmit his written recommendations along with a copy of the record and transcript to the Secretary, the principal representative of the State and the Manager, ALO within 30 calendar days following his receipt and consideration of all written submissions and oral presentations authorized by Paragraph C of this Article.
- H. Within 10 calendar days following receipt of the written recommendations of the conflict resolution hearing officer and the record and transcript, the Governor and the Manager, ALO may submit their own written comments and recommendations to the Secretary which shall be made a part of the record required by Paragraph E of this Article. An information copy of any such comments and recommendations by either party shall be transmitted to the other party.
- I. Within 25 calendar days following receipt of the written recommendations of the conflict resolution hearing officer and the record and transcript, the Secretary shall issue a written decision on the matter or matters before him which shall include the basis in the record for such decision and shall constitute final agency action on and resolution of the matter or matters under this Agreement. Issuing a decision under this Paragraph may not be delegated by the Secretary. Copies of the decision shall be transmitted to the Governor and the Manager, ALO.
- J. Upon notification to the Secretary under Paragraph A of this Article that the State intends to invoke this Article, DOE shall not commence any Key Event if the commencement of such Key Event is inconsistent with the concern or concerns of the State under consideration under this Article unless specifically authorized in writing by the Secretary or agreed to in writing by the Governor. In the event that the Secretary decides to authorize DOE to commence any Key Event pursuant to the provisions of this Paragraph, that written authorization shall include the basis for such decision and a copy of it shall be transmitted to the Governor at the same time that it is transmitted to the Manager, ALO. The Secretary may not delegate his authority under this Paragraph.
- K. The decision of the Secretary under Paragraph I of this Article shall be implemented by DOE.
- L. Nothing in this Article shall preclude the withdrawal, at the State's request, of a matter from further consideration under this Article.

- M. Nothing in this Article shall preclude the State from seeking written public input at the State level which shall be transmitted by the State to the conflict resolution hearing officer and shall be made part of the record required by Paragraph E of this Article; provided, however, that neither such solicitation of input nor the input itself shall delay the conflict resolution process beyond the time limitations set forth in this Article.
- N. Nothing in Article IX shall be construed to be a waiver by the State of New Mexico of judicial review of any final agency actions of the Secretary of DOE or of the Secretary's aforementioned written authorizations to commence Key Events.

ARTICLE X - DOE ASSISTANCE

The parties recognize that in order for the State to comment and make recommendations under this Agreement it must have adequate resources to carry out an independent review of WIPP. DOE shall continue to assist the State in obtaining the resources necessary for the State to undertake a meaningful independent review of the public health and safety aspects of WIPP.

ARTICLE XI - SCOPE OF AGREEMENT

- A. It is recognized that a number of State and U.S. Government agencies, in addition to the Task Force and DOE, have jurisdiction over various matters involving WIPP. This Agreement does not supersede, limit, modify, relinquish or waive the authorities, rights, jurisdictions or responsibilities of such agencies. The parties recognize that such authorities, rights, jurisdictions and responsibilities do not necessarily remove a matter from discussion.
- B. This Agreement is a binding enforceable agreement between the State of New Mexico and the Department of Energy. The provisions of this Agreement and the Working Agreement incorporated herein shall not be construed to limit, modify, relinquish or waive any right which the State, the U.S. Government or their citizens may have to seek administrative or judicial review of any action by the Secretary, DOE or the State on any matter relating to any activity conducted in connection with the WIPP project pursuant to any applicable regulation, law or constitutional provision of the State or the United States. Nothing in this Agreement shall confer or be deemed to confer any right to judicial review of any action by the Secretary except as otherwise

provided by any applicable regulation, law or constitutional provisions of the State or the United States. The execution of this Agreement of itself does not constitute State approval of any specific past or future action or omission by the Federal Government with respect to the WIPP project.

IN WITNESS WHEREOF, the parties have signed this Agreement in several duplicate originals.

STATE OF NEW MEXICO

Bruce King
(Governor)

July 1 / 1981
(Date)

UNITED STATES DEPARTMENT OF ENERGY

James B. Edwards
(Secretary)

JUN 30 1981
(Date)

APPENDIX A

PUBLIC LAW 96-164 (S.673); December 29, 1979

DEPARTMENT OF ENERGY NATIONAL SECURITY AND MILITARY APPLICATIONS OF
NUCLEAR ENERGY AUTHORIZATION ACT OF 1980

TITLE II - GENERAL PROVISIONS

WASTE ISOLATION PILOT PLANT, DELAWARE BASIN, NEW MEXICO

Sec. 213. (a) The Secretary of Energy shall proceed with the Waste Isolation Pilot Plant construction project authorized to be carried out in the Delaware Basin of southeast New Mexico (project 77-13-f) in accordance with the authorization for such project as modified by this section. Notwithstanding any other provision of law, the Waste Isolation Pilot Plant is authorized as a defense activity of the Department of Energy, administered by the Assistant Secretary of Energy for Defense Programs, for the express purpose of providing a research and development facility to demonstrate the safe disposal of radioactive wastes resulting from the defense activities and programs of the United States exempted from regulation by the Nuclear Regulatory Commission. ✓

(b)(1) In carrying out such project, the Secretary shall consult and cooperate with the appropriate officials of the State of New Mexico, with respect to the public health and safety concerns of such State in regard to such project and shall, consistent with the purposes of subsection (a), give consideration to such concerns and cooperate with such officials in resolving such concerns. The consultation and cooperation required by this paragraph shall be carried out as provided in paragraph (2).

Consultation
and cooperation

(2) The Secretary shall seek to enter into a written agreement with the appropriate officials of the State of New Mexico, as provided by the laws of the State of New Mexico, not later than September 30, 1980, setting forth the procedures under which the consultation and cooperation required by paragraph (1) shall be carried out. Such procedures shall include as a minimum--

Written
agreement

(A) the right of the State of New Mexico to comment on, and make recommendations with regard to, the public health and safety aspects of such project

before the occurrence of certain key events identified in the agreement;

(B) procedures, including specific time frames, for the Secretary to receive, consider, resolve, and act upon comments and recommendations made by the State of New Mexico; and

(C) procedures for the Secretary and the appropriate officials of the State of New Mexico to periodically review, amend, or modify the agreement.

(3) As soon as practicable after the date on which the agreement referred to in paragraph (2) is entered into by the Secretary and the appropriate officials of the State of New Mexico, but not more than 15 days after such date, the Secretary shall transmit to the Committees on Armed Services of the Senate and the House of Representatives copies of such agreement, and a period of 45 days shall elapse while Congress is in session before such agreement becomes effective unless the Committees on Armed Services of the Senate and the House of Representatives, in writing, waive any portion of such 45-day period. The Secretary shall promptly notify such committees of any amendment or modification made to such agreement under paragraph (2)(C).

(c) No law enacted after the date of the enactment of this Act shall be held, considered, or construed as amending, superseding, or otherwise modifying any provision of this section unless such law does so by specifically and explicitly amending, repealing, or superseding this section.

Submittal to
congressional
committees

Approved December 29, 1979.

APPENDIX B

WORKING AGREEMENT FOR CONSULTATION AND COOPERATION

This Working Agreement for Consultation and Cooperation forms part of the Agreement for Consultation and Cooperation between the State of New Mexico (hereinafter referred to as the "State"), as represented by the Chairman, Radioactive Waste Consultation Task Force, and the United States Department of Energy (hereinafter referred to as "DOE"), as represented by the Manager, Albuquerque Operations Office (hereinafter referred to as the "Manager, ALO"), and is identified as Appendix B.

ARTICLE I - PURPOSE AND INTENT

- A. This Working Agreement is designed as a dynamic document which sets forth the working details of the consultation and cooperation process contemplated by the underlying Agreement for Consultation and Cooperation. The Manager, ALO and the State shall revise this Working Agreement from time to time as is agreed to be mutually desirable to facilitate and maximize the benefits of the intended process of consultation and cooperation. Any revision may be initiated at the written request of either party setting forth the revision or revisions requested together with the reason or reasons therefor. The other party shall consider the requested revision or revisions, shall respond to the request in writing and shall enter into negotiations in good faith within 30 days of receipt of the request.
- B. It is agreed that the process described in this Working Agreement for the Key Events and Milestones shall establish the general pattern to be followed in the consultation and cooperation process, subject to such improvements as are deemed desirable by the parties, for the additional Key Events and Milestones to be added to this Working Agreement.

ARTICLE II - GENERAL

- A. DOE shall give prior written notice to the State of its intention to commence Key Events identified in this Working Agreement.
- B. If the State has any concern or concerns as to public health and safety, the State shall use its best efforts to advise DOE on such concerns or concerns within the time frames specified in this Working Agreement; provided, however, that notwithstanding any time frames specified in this Working Agreement, the State may at any time advise DOE of its concern or concerns as to public health and safety. It is recognized, however, that the status of WIPP at the time the State raises a concern may in itself place a limit on DOE's ability to accommodate the concern.
- C. The State and DOE shall discuss the State comments with a view toward providing clarification and satisfying any concerns the State may have as to public health and safety. It is recognized that this shall be an ongoing process, with all reasonable efforts being made to resolve the matter by both parties at the lowest level of local authority.

- D. In the event that actions under Paragraph C of this Article do not satisfy the State's concern or concerns as to the public health and safety, the provisions of Article IX of the underlying Agreement shall be followed.
- E. The parties recognize that prior consultation cannot be carried out for those Key Events or Milestones that have already commenced or been completed, such as Title I design. However, the State may comment and make recommendations on Key Events and Milestones completed or underway.
- F. Where a State or Federal permit is a prerequisite to any action by DOE (e.g., access roads, site development or discharge of pollutants), that action shall not be carried out until the appropriate permit has been obtained.
- G. The data, reports and other material to be furnished to the State by DOE and to DOE by the State for each Key Event after commencement of that Key Event shall be as agreed to by the Manager ALO and the State. Each such agreement shall be reflected in a written modification to this Working Agreement.

ARTICLE III - SAFETY ANALYSIS REPORT

- A. The Safety Analysis Report (SAR), as amended from time to time, constitutes the most comprehensive document concerning WIPP both in general and specifically as related to public health and safety as well as other matters. The SAR is a dynamic document describing all aspects of the WIPP design and shall be amended by way of revision and additions throughout the entire WIPP project. The degree of detail provided in this Article aids in the negotiation of Article IV of this Working Agreement.
- B. DOE shall furnish to the State the various chapters of the SAR and amendments to the SAR in order to afford the State both the opportunity to review these chapters and amendments and the opportunity to express to DOE any public health and safety concerns the State may have. It is anticipated that the furnishing of this material, the State's review, the State's comments and recommendations and DOE's response shall be an ongoing process in accordance with the procedures identified in Paragraphs C and D of Article II of this Working Agreement. The State shall be represented by the Director of the State's Environmental Evaluation Group in matters relating to review of, and comments and recommendations on, the SAR and amendments and references thereto.
- C. The SAR shall contain the following material:

Chapter 1 - Introduction and General Description

This chapter provides an overview of WIPP and sets forth general information on specific features of WIPP. Included is information on:

1. Location;
2. Mission;
3. Organization;
4. Facilities - both surface and underground;
5. Operations - including retrieval; and
6. Research and Development programs.

Chapter 2 - Site Characteristics

Information is included in the following areas:

1. Geography and Demography - including details on location, site description, traffic patterns, population distribution, land and water uses and agriculture;
2. Nearby Industrial, Transportation and Military Facilities - including current as well as growth projections;
3. Meteorology - including regional climatology, local meteorology, measurement programs, diffusion estimates, paleoclimatology and climatic changes;
4. Surface Hydrology - including a hydrologic description, floods, dam failures, effluents and chemical/biological composition of adjacent water courses;
5. Subsurface Hydrology - including ground water systems, utilization and monitoring;
6. Regional Geology - including physiography, geomorphology, history, stratigraphy, lithology, tectonics and pleistocene climate of the site region;
7. Site Geology - including further details for the site similar to 6 above;
8. Vibratory Ground Motion - including seismicity, tectonic activity and potential for earthquakes;
9. Surface Faulting - including discussions of capable faults and results of investigations to date;
10. Stability of Subsurface Materials and Foundations - including materials properties, soil and rock characteristics, ground water, design criteria and instrumentation; and
11. Slope Stability - including boring logs.

Chapter 3 - Principal Design Criteria

Specifically addressed are criteria on:

1. Definition of mission - including waste characterization, repository functions, storage capacities, retrievability and by-products;
2. Structural and mechanical design - including wind, tornado, flood, backfill, missile, seismic, snow, thermal and soil erosion;
3. Safety protection criteria - including confinement, handling, emplacement, retrieval, fire, explosion, radiological, criticality and mine safety;

4. Design classification - including definition of design classes and severe natural events; and
5. Decommissioning - including decontamination, backfilling, sealing, record maintenance and site markers.

Chapter 4 - Plant Design

This chapter provides a detailed facility description. This chapter shall be more frequently updated than any other SAR chapter to reflect the ongoing design and construction processes. Included are details on:

1. Location details;
2. Surface facilities - including all buildings for waste handling and support functions;
3. Shafts and subsurface facilities - including shafts and storage and experimental areas;
4. Service and utility systems - including ventilation, electrical, fire protection, waste water, salt handling, radwaste, transportation, alarms, maintenance, compressed air and underground fuel;
5. Emplacement and Retrieval - including equipment for all waste forms; and
6. Underground excavation equipment - including miners, roof bolters, etc.

Chapter 5 - Process Description

This chapter describes the processes utilized in transporting, handling, emplacing and retrieving all waste forms. Processes discussed include:

1. Contact-handled (CH) waste handling;
2. Remote-handled (RH) waste handling;
3. Experimental handling;
4. Plant generated radwaste;
5. General processes - including instrumentation, criticality safety and waste logging;
6. Underground excavation - including methods of materials handling, ventilation and backfill;
7. Control room;
8. Analytical Sampling; and
9. Retrievability of all waste forms.

Chapter 6 - Radiation Protection

This chapter is provided to address DOE requirements and existing federal laws governing occupational exposures, as well as to provide information on normal operation dose consequences. Information provided includes:

1. As low as reasonably achievable (ALARA);
2. Radiation sources;
3. Radiation protection;
4. On-site dose assessment;
5. Radiological control program; and
6. Off-site dose assessment.

Chapter 7 - Accident Analysis

This chapter provides the evaluation of potential impact on public health and safety of operational accidents which could result in off-site radiological releases. Specifically included are:

1. Accident classifications;
2. Source terms and analytical methods; and
3. Accident descriptions and actual analyses.

Chapter 8 - Long Term Waste Isolation Assessment

This chapter covers the long term impact on public health and safety following decommissioning and site control termination. Included are:

1. Identification of potential communication modes;
2. Modeling methods; and
3. Consequence analyses.

Chapter 9 - Conduct of Operations

This chapter provides information on facility operations specifically including:

1. Organizational structure;
2. Acceptance tests;
3. Training;
4. Operating procedures;
5. Security; and
6. Emergencies.

Chapter 10 - Operating Limits and Controls

This chapter provides limits on operation based on preservation of the assumptions used in the design and safety analyses. Specifically covered are:

1. Design Limits - including heat generation rates, waste content and containers;
2. Operating limits and surveillance requirements - including limits on conveyances, loading, underground fuel storage and backfill;
3. Design features;

4. Administrative controls; and
5. Guidelines for the operating organization - including monitoring instrumentation, electrical power systems and facilities.

Chapter 11 - Quality Assurance

This chapter provides information on organizational and administrative programs during site investigation, design, construction and operation. Quality Assurance programs are presented for each of the primary contracting organizations as well as DOE.

ARTICLE IV - KEY EVENTS AND ASSOCIATED MILESTONES

~~Where a Key Event has already commenced or been completed, DOE shall, at the State's request, review with the State the information already furnished by DOE to the State and provide such supplementary information as may be agreed upon. It is recognized, however, that DOE's ability to respond to any particular State concern may be limited after the commencement or completion of a Key Event or Milestone.~~

~~A. DRAFT ENVIRONMENTAL EVALUATION (already commenced)~~

~~1. Issuance Of Geological Characterization Report - GCR~~

~~This background document has been furnished to the State.~~

~~2. Issuance Of Draft Environmental Impact Statement~~

~~(a) DOE has furnished this document to the State.~~

~~(b) The State has reviewed and commented in accordance with NEPA.~~

~~(c) DOE has acknowledged the State's comments after holding additional hearings at the State's request.~~

~~B. PRELIMINARY ENGINEERING - TITLE I (already commenced)~~

~~1. Conceptual Design And Design Criteria~~

~~The State has been furnished this documentation.~~

~~2. Title I Design Report~~

~~(a) The State has been furnished the technical portions of the Title I design report.~~

~~(b) DOE shall furnish any supplements to these portions when completed.~~

~~3. Issuance Of Safety Analysis Report (SAR) For Title I Design~~

~~(a) The State has been furnished the SAR in five volumes.~~

~~(b) The State's review is in progress and shall be an ongoing process.~~

REVISED 3/22/83