

Figure: 31 TAC §675.23(f)(1)

ANNEX A

TEXAS LOW-LEVEL RADIOACTIVE WASTE DISPOSAL
COMPACT COMMISSION

APPLICATION FOR IMPORTATION OF NONPARTY LOW-LEVEL RADIOACTIVE WASTE

(NOTE: PURSUANT TO TEXAS HEALTH AND SAFETY CODE, §401.207(j), THIS APPLICATION MUST BE COMPLETED BY APPROPRIATE REPRESENTATIVES OF THE DEPARTMENT OF DEFENSE OR THE GENERATOR OF THE WASTE UNLESS THE GENERATOR IS A SMALL GENERATOR AS DEFINED IN 31 TAC §675.23(o), IN WHICH CASE THE APPLICATION MAY BE SUBMITTED BY AN APPROPRIATELY LICENSED BROKER)

1. Applicant Information:

Entity Name	RAM Services, Inc.
Contact Person	Don Jordan
Phone	920-686-3889
Email	donjordan@ramservicesinc.com
Website address	www.ramservicesinc.com
Business Address	510 County Highway V Two Rivers, WI 54241
Mailing Address	[same]

Is Applicant: Generator
 A Broker who is a: Licensed Waste Processor
 Licensed Waste Collector
 Department of Defense

Notes:

(1) An appropriately licensed Broker may act on behalf of a Small Generator only if each such generator is identified and written authorization from each such generator is provided as an attachment hereto.

(2) While Department of Defense Regulation 4715.6-R designates the Department of the Army as Executive Agent for disposal of low-level radioactive waste, the Commission will require that any agreement that it enters into in this regard be signed by both the Department of the Army as Executive Agent and the branch of the military that has generated the waste.

Generator Type: Industrial
 Academic/Research
 Medical
 Utility
 Government

Is Applicant the entity responsible for the waste shipment? yes no

If no, please include the name and contact information for the entity responsible for the waste shipment.

Is Waste from a "Small Generator"? yes no

2. Term/Duration from Date of Approval: One Year

3. Waste proposed for importation.

Waste Volume (Cubic Feet) 15 Cubic feet

Waste Radioactivity in Curies 32 Curies, maximum

Place of origination (State) of waste:

Waste description:

Waste classification (Class A, Class B, or Class C): Class C

Waste form: stable unstable

Does waste contain any of the following radionuclides, check box(es) and complete blank(s):

C-14 [none present] millicuries (mCi)

Tc-99 [none present] microcuries (uCi)

I-129 [none present] nanocuries (nCi)

Depleted Uranium [none present] microcuries (uCi)

Concentration _____ (provide units)

Source of generation

4. Is the proposed waste a sealed source?

No.

Yes. Please explain:

Proposed waste would include intact industrial devices and sealed sources from such devices.

5. Does Broker and/or Generator(s) have any unresolved violation(s), complaint(s), unpaid fee(s), or past due report(s) with the Texas Low-Level Radioactive Waste Disposal Compact Commission?

No

Yes. Please explain:

6. Does Broker and/or Generator(s) have any unresolved violation(s), complaint(s), unpaid fee(s), or past due report(s) pending with any other regulatory agency with jurisdiction to regulate radioactive material including, without limitation, the Texas Commission on Environmental Quality (TCEQ)?

No

Yes. Please explain:

7. **Certifications.** Applicant hereby certifies the following.

- a. The information provided herein is complete, accurate and correct.
- b. The low-level radioactive waste for which this Application is submitted will be packaged and shipped in accordance with applicable state and federal regulations and is acceptable for disposal at the Compact Facility.

- c. The person submitting this Application is authorized by Applicant to commit Applicant to each and every obligation and condition set forth herein and in the Agreement for Importation of Nonparty Compact Waste. A copy of a written document containing such authorization must be attached to this Application.
- d. Applicant has delivered to the Compact Facility operator and TCEQ a copy of this Application and the Agreement for Importation of Nonparty Compact Waste (along with any supplements or amendment thereto).

8. **Authorized Signatory:**

Jerry Wiza

Print or type name



Signature

President

Title

30 July 2012

Date

ATTACHMENTS:

(Attachments should include all applicable licenses, authorizations, and other materials needed or useful to fully explain the application.)

Annex B
Texas Low-Level Radioactive Waste
Disposal Compact Commission

Agreement for Importation of Nonparty Low-Level Radioactive Waste
for Disposal in the Texas Low-Level Radioactive Waste Disposal Compact
Facility

This Agreement for Importation of Nonparty Low-Level Radioactive Waste ("Agreement") is dated this the 31st day of July, 2012, by and between **QSA Global, Inc.** ("Generator") and the **Texas Low-Level Radioactive Waste Disposal Compact Commission** ("Commission") (collectively the "Parties").

RECITALS

WHEREAS Texas is the host state for the Texas Low-Level Radioactive Waste Disposal Compact, an interstate compact approved by Congress in 1998 (Public Law 105-236) and compiled at Section 403.006, Texas Health and Safety Code ("Compact"), which requires the host state to develop a facility for the disposal of low-level radioactive waste generated within the Compact's party states (currently Texas and Vermont); and

WHEREAS in compliance with Texas law, the Texas Commission on Environmental Quality ("TCEQ") has leased land to and issued a license to Waste Control Specialists LLC ("Compact Facility Operator") to construct and operate a Compact Waste Disposal Facility ("Compact Facility") in Andrews County, Texas for the disposal of low-level radioactive waste for the Compact; and

WHEREAS the Texas Legislature has authorized the Compact Facility Operator to accept for disposal at the Compact Facility low-level radioactive waste from waste generators located outside of the Compact party states subject to approval by the TCEQ of the waste characteristics and waste forms as set forth in the Compact Facility license and to the extent the acceptance of such imported waste does not diminish the disposal volume or curie capacity available to Compact party states; and

WHEREAS Chapter 403 Section 3.05(6) of the Compact authorizes the Commission to enter into an agreement with any person, state, regional body, or group of states for the importation of low-level radioactive waste into the Compact Facility for management or disposal subject to such conditions and restrictions to be included in the agreement as the Commission deems advisable and provided that the agreement receives a majority vote of the Commission; and

WHEREAS Generator has filed an Application for Importation of Nonparty Low-Level Radioactive Waste ("Application") with the Commission; and

WHEREAS the Commission has processed and considered Generator's Application for Importation in accordance with Commission Rule 675.23 (31 Texas Administrative Code §675.23) and a majority of the members of the Commission approved the Application and voted to enter into this Agreement.

Agreement

Article I.

Representations and Warranties

- A. Generator represents and warrants that it has disclosed fully in its Application the existence of any unresolved violations pending against the Generator with any other regulatory agency with jurisdiction to regulate radioactive material.
- B. Generator represents and warrants that it has disclosed accurately in its Application the existence of any unresolved violation(s), complaint(s), unpaid fee(s), or past due report(s) that it has with the Commission.
- C. Generator represents and warrants that it has disclosed accurately in its Application the existence of any unresolved violation(s), complaint(s), unpaid fee(s), or past due reports that it has with any other regulatory body with regard to radioactive waste, including, without limitation, the TCEQ.
- D. Generator specifically acknowledges and agrees that a misrepresentation with respect to an item listed in A, B, or C above may result in the immediate revocation of this Agreement.
- E. Generator represents and warrants that no waste of international origin shall ever be included in the materials to be shipped to the Compact Facility for disposal. Generator agrees that the inclusion of waste of international origin in a shipment may result in immediate suspension of this Agreement.
- F. Generator represents and warrants that it will notify the Commission immediately of any allegation of the violation of any law, rule, or regulation related to the shipment of any form of radioactive waste. Generator represents and warrants that it will report quarterly (on a calendar year basis) to the Commission any confirmed violation of any law, rule, or regulation in any jurisdiction related to the shipment of any form of

radioactive waste. Generator agrees that a failure to report quarterly to the Commission any confirmed violation by the Generator of any law, rule, or regulation related to the shipment of any form of radioactive waste may result in the immediate suspension of this Agreement.

- G. Generator represents and warrants its agreement that the Commission may at any time upon reasonable notice audit or cause to be audited (if a portion of the audit involves business records, that portion of the audit shall be conducted during normal business hours) Generator's compliance with this Agreement. Generator agrees that a refusal to allow the Commission to audit or cause to be audited Generator's compliance with this Agreement upon reasonable notice may result in immediate suspension of this Agreement.
- H. Generator represents and warrants that it has sufficient financial capacity to perform its obligations under this Agreement and to comply with all relevant state and federal laws, rules, and regulations.

Article II.

Terms and Conditions of Import Authorization

Pursuant to Section 3.05 (6) of the Compact, the Commission hereby authorizes the Generator to import to the Compact Facility for disposal nonparty low-level radioactive waste, in the form and amounts described in Item K below ("Generator's Nonparty Compact Waste"), subject to the terms and conditions set forth below and in Article I of this Agreement, all of which are agreed to by Generator.

- A. This Agreement shall remain in effect according to its terms from July 20, 2012 through April 26, 2013 unless prior to an importation it is amended by agreement of the Parties, revoked, or suspended by the Commission.
- B. Generator agrees to be bound by Section 8.03 of the Compact and shall be liable for its own acts, omissions, conduct, and relationships in accordance with applicable law.
- C. Generator agrees that under any circumstances the Commission with prior notice to the Generator may revoke, suspend, or amend with respect to future shipments (including adding or deleting requirements) this Agreement on its own motion. The Generator will be given a reasonable time to review, respond, or make any changes

necessary to comply with any additional requirements prior to the date the revocation, suspension, or amendments take effect. If the Commission and the Generator are unable to reach agreement on changes to be made, this Agreement may be terminated subject to Generator's satisfaction of any outstanding obligations related to prior shipments under this Agreement.

- D. Generator agrees that a misrepresentation with respect to Items A, B, or C of Article I of this Agreement may result in immediate revocation and that a failure to comply with Items F and G of Article I of this Agreement may result in immediate suspension of this Agreement effective on the date of the service of notice of such revocation or suspension to the Generator by certified mail. The Agreement may be reinstated with or without amendments at the discretion of the Commission after consideration of the response of the Generator.
- E. The Parties agree that the Commission may cancel, suspend, or amend (including adding or deleting requirements) this Agreement with respect to future shipments in response to a written application from the Generator. If the Parties are unable to agree on amendments proposed by the Generator, this Agreement may be terminated subject to Generator's satisfaction of any outstanding obligations under this Agreement related to prior shipments under this Agreement.
- F. With respect to any action that it undertakes with respect to Items C, D, or E immediately above for which notice to the Generator is required, the Commission agrees that it also will serve notice to the Compact Facility Operator and to the TCEQ.
- G. This Agreement is not assignable or transferable to any other person.
- H. This agreement relates only to importation of waste for disposal (as defined in Section 2.01 (4) of the Compact and as provided for in Section 3.05(6) of the Compact) in the Compact Facility and is not to be construed as approval of import for management (as defined in Section 2.01(11) of the Compact and as provided for in Section 3.05(6) of the Compact).

In the event the Commission should enter into this Agreement with a Generator who has in accordance with procedures approved by TCEQ placed waste in storage at a storage facility operated by the Compact Facility Operator near the Compact Disposal Facility prior to April 27, 2012 and for whom the Compact Facility Operator has applied for a license amendment as of the date the Commission acts on entering into this

Agreement, then this Agreement is subject to receipt by the Commission and the Compact Facility Operator of written certification from the TCEQ, prior to the acceptance of Generator's Nonparty Compact Waste for disposal in the Compact Facility , that the waste to be imported is authorized for disposal in the Compact Facility under the Compact Facility license.

J. Generator agrees to comply to the extent applicable with the rules related to commingling adopted by TCEQ in coordination with the Commission pursuant to Section 401.207(k), Texas Health and Safety Code.

K. Description of Generator's Nonparty Compact Waste approved for importation:

- (a) Waste Volume (Cubic Feet): **15**
- (b) Waste Radioactivity in Curies: **32 [maximum]**
- (c) Place of origination (State or U.S. Territory) of waste: **LA**
- (d) Waste description: **Sealed sources removed from unwanted industrial gauges and intact industrial gauges.**
- (e) Waste classification (Class A, Class B, or Class C): **Class C.**
- (f) Waste form: **Stable**
- (g) Radionuclides:
 - 1.C-14: **NONE PRESENT** milliCuries(mCi)
 - 2.Tc-99: **NONE PRESENT** microCuries (uCi)
 - 3.I-129: **NONE PRESENT** nanoCuries (nCi)
 - 4.U-238: **NONE PRESENT** microCuries (uCi)
- (h) Source of Generation: **Various industrial gauge users**
- (i) Sealed Source: **Yes**

For RAM Services, Inc.	Title	Date
By: 	Jerry Wiza President, RAM Services	7/30/2012

For the Texas Low Level Radioactive Waste Disposal Compact Commission	Title	Date
By:	Milton B Lee Vice Chair	



6765 Langley Drive
Baton Rouge, Louisiana 70809
Telephone: 225-751-5893
Fax: 225-756-0365

24 July 2012

Jerry P. Wiza,
President/Radiation Safety Officer
RAM Services, Inc.
510 County Highway V
Two Rivers, WI 54241

Dear Mr. Wiza,

QSA Global, Inc. of Baton Rouge, Louisiana is writing this letter as authorization for RAM Services, Inc. of Two Rivers, Wisconsin to act as a non-exclusive radioactive waste broker and agent for proposed Low-Level Radioactive Waste disposal.

This letter may be submitted to the Texas Low-Level Radioactive Waste Disposal Compact Commission, Waste Control Specialists of Andrews, TX or any additional regulatory agencies so RAM Services, Inc. may attain the necessary approvals for our company to obtain the required authorizations necessary for the Importation of Nonparty Low-Level Radioactive Waste disposal with the Texas Compact Commission and the disposal site operator, WCS.

We look forward to working with RAM Services, Inc. once again. Feel free to contact me at 1 800 225-1383 with any questions or concerns you may have.

Sincerely,

Rusty N. Barrett,
Radiation Safety Officer