

ANNEX A

TEXAS LOW-LEVEL RADIOACTIVE WASTE DISPOSAL COMPACT COMMISSION

APPLICATION FOR IMPORTATION OF NON PARTY LOW-LEVEL RADIOACTIVE WASTE

(NOTE: PURSUANT TO SECTION 401.207(J), TEXAS HEALTH AND SAFETY CODE, 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 SECTION 675.23(0) OF THIS RULE, IN WHICH CASE THE APPLICATION MAY BE SUBMITTED BY AN APPROPRIATELY LICENSED BROKER)

1. Applicant Information:

Entity Name	RAM SERVICES, INC.
Contact Person	JERRY WIZA
Phone	920-686-3889
Email	JWIZA@RAMSERVICESINC.COM
Website	http://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 DoD 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) 100 cubic feet total from a number of small generators. Specific shipments from each generator are much less than 100 cubic feet.

Waste Radioactivity in Curies 200 curies total

Place of origination (State) of waste: All states including PR and DC, except for the states that are members of the Northwest and Rocky Mountain Compact.

Waste description: Domestic Sealed Sources

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

Waste form **X Stable** **Unstable**

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

<input checked="" type="checkbox"/> C-14	<u>200</u>	millicuries (mCi)
<input checked="" type="checkbox"/> Tc-99	<u>10,000</u>	microcuries (uCi)
<input checked="" type="checkbox"/> I-129	<u>100,000</u>	nanocuries (nCi)
<input checked="" type="checkbox"/> Depleted Uranium	<u>10,000</u>	microcuries (uCi)
<input type="checkbox"/> Concentration	<u>[NOT APPLICABLE]</u>	(provide units)
<input checked="" type="checkbox"/> Source of generation	<u>INDUSTRIAL MANUFACTURING, NON NUCLEAR UTILITIES</u> <u>ACADEMIC & MEDICAL INSTITUTIONS</u>	

4. Is the proposed waste a sealed source?

No

Yes

Please Explain:

SEALED SOURCES AND INDUSTRIAL DEVICES IN CONCRETE, GENERALLY CLASS B OR C WASTE

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 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 a copy of this Application and the Agreement for Importation of Nonparty Compact Waste (along with any supplements or amendment thereto).

8. Authorized Signatory:

Print or type name

Jerry Wiza

Signature

Title

President - RAM services

Date

3/11/2015

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

Texas Low-Level Radioactive Waste Disposal Compact Commission
RAM Services Import Application
Annex B – Term Sheet

(Minimum terms that must be addressed in any Waste Importation Agreement offered to the Texas Low-Level Radioactive Waste Disposal Compact Commission in connection with an Application to Import Waste).

A. The proposed beginning and ending dates.

RAM Services requests that the Agreement remain in force from 01 MAY 2015 through 31 AUGUST 2016

B. Compliance with all applicable federal and state laws and rules including, without limitation, Texas Health and Safety Code (THSC), Chapter 403, §8.03.

RAM Services shall comply with the Texas Health and Safety Code Chapter 403 §8.03 without limitation and with all other applicable state and federal laws, rules, and regulations.

C. Liability for applicants' own acts, omissions, conduct, and relationships in accordance with applicable law.

RAM Services shall be responsible for its own acts, conduct, omissions, and relationships in the conduct of these operations.

D. Acknowledgment that the Commission under any circumstances may amend or revoke the agreement with prior notice and that under emergency circumstances the Commission may suspend authorization to import with such notice as it is able to give under the circumstances.

RAM Services acknowledges that the Commission may, with reasonable prior notice, amend or revoke any agreement for importation of waste and, under emergency conditions, may suspend the agreement with such notice as is possible.

E. Agreement shall not be assignable or transferable to any other person.

The Agreement between RAM Services and the TLRWDCC shall not be transferable to any other party.

F. Agreement is subject to receipt by the Compact Facility Operator and the Commission of written certification from the Texas Commission on Environmental Quality (TCEQ) prior to the acceptance of Generator's Nonparty Compact Waste that the waste to be imported is authorized for disposal under the Compact Facility license.

This Agreement is subject to receipt by the Compact Waste Facility Operator and the TLRWDCC of written certification by the TCEQ prior to acceptance of the waste that the waste to be imported is authorized for disposal at the Compact Waste Facility.

Texas Low-Level Radioactive Waste Disposal Compact Commission
RAM Services Import Application
Annex B – Term Sheet

G. A description of the characteristics of the waste proposed for importation including (but not limited to) volume, type, physical form, total radioactivity, and radionuclide-specific activities.

The waste proposed for importation into the Compact Waste Facility shall include intact industrial gauging devices, sealed source capsules extracted from such devices, and sealed calibration and reference sources from academic, medical, and industrial institutions.

The exact details of each waste shipment will not be completely determined until after the waste is obtained and packaged for disposal. The waste will be sealed sources from small waste generators, the majority of which will be Cs-137 and Co-60. The total activity of each drum will be less than 16 curies. The total of all shipments covered by this import application will be equal to or less than 200 curies. Specific activity limits for C-14, Tc-99, I-129 and DU have been provided in annex A.

The waste shall be packaged in steel drums lined with concrete as required by the disposal site operator, TLLRWDC, and TCEQ. The drum configurations will vary from 10 to 55 gallons. Prior to shipment, RAM Services will provide a complete accounting of all isotopes and their activities in the waste profile as well as the Radioactive Shipment Manifest which is supplied to WCS, TCEQ and DSHS and contains all details required by this item.

Some of the drums may require lead shielding in order to obtain radiation levels within U.S. Department of Transportation limits. Also, some of the intact devices contain lead shielding because the capsule could not be removed. RAM Services will obtain prior approval for disposal of the lead shielding.

H. A representation by the applicant that it has disclosed:

- (1) The existence of unresolved violations pending against the applicant with any other regulatory agency with jurisdiction to regulate radioactive material.**
- (2) The existence of any unresolved violation(s), complaint(s), unpaid fee(s), or past due report(s) that the applicant has with the Commission.**
- (3) The existence of any unresolved violation(s), complaint(s), unpaid fee(s), or past due reports that the applicant has with any other regulatory body, including, without limitation, the TCEQ.**

RAM Services has no unresolved violations pending from any jurisdiction on any matter involving radioactive material. RAM Services is not aware of any violations, complaints, or unpaid fees from the TLLRWDC or reports past due to the TLLRWDC. RAM Services is not aware of any unresolved violations, complaints or past due reports to any other regulatory body including, without limitation the TCEQ.

I. An acknowledgement that a misrepresentation with respect to an item listed in H may result in the cancellation of the agreement.

RAM Services acknowledges that any misrepresentation in Item H may result in the cancellation of the Agreement.

**Texas Low-Level Radioactive Waste Disposal Compact Commission
RAM Services Import Application
Annex B – Term Sheet**

J. The obligation to report immediately to the Commission any allegation of the violation of any law, rule or regulation related to the storage, shipment or treatment of any form of radioactive material.

RAM Services shall immediately report to the Commission any allegation of the violation of any law, rule, or regulation related to the storage, treatment, or transportation of radioactive material.

K. A provision acknowledging the right of the Commission to audit or cause to be audited compliance with the agreement.

RAM Services acknowledges that the TLLRWDC or its agent has the right to audit compliance with the Agreement.

L. Agreement to comply to the extent applicable with the rules related to commingling adopted by the TCEQ in coordination with the Commission pursuant to THSC, §401.207(k).


RAM Services shall comply with the rules relating to comingling of party and non-party waste adopted by the TLLRWDC or the TCEQ.

M. An affirmation that no waste of international origin shall ever be included in the materials to be imported to the Compact facility.

No waste of international origin, as currently defined by the TLLRWDC and the TCEQ, shall ever be included in waste shipped by RAM Services to the Compact Waste Facility.

N. Any other matter required by 31 TAC §675.23 to be included in the agreement.

RAM Services has/will obtain Authorizations from the Generators whose waste is proposed for shipment to the Compact Waste Facility to permit RAM Services to act as it agent and broker. RAM Services has/will obtain an export permit from the compact from which the waste originated. These shall be submitted in a timely manner to the TLLRWDC, the TCEQ, and the Compact Waste Facility Operator for approval prior to shipment.

For RAM Services, Inc.		
Jerry Wiza, President		11 MARCH 2015
Name	Signature	Date

For the Commission		
Name	Signature	Date