

ANNEX B

TEXAS LOW-LEVEL RADIOACTIVE WASTE DISPOSAL COMPACT COMMISSION

Agreement for Importation of Nonparty Compact Waste

This Agreement for Importation of Nonparty Compact Waste (hereinafter referred to as "Agreement") is dated _____, 2021, by and between Thomas Gray & Associates, Inc. dba Environmental Management & Controls, Inc. (hereinafter collectively referred to as "Generator") and the Texas Low-Level Radioactive Waste Disposal Compact Commission ("Commission") (collectively the "Parties").

I. RECITALS

WHEREAS Texas is the host state for the Texas Low-Level Radioactive Waste Disposal Compact ("Compact"), which requires the state to develop a facility for the disposal of low-level radioactive waste generated within the Compact's party states; and

WHEREAS in compliance with the Compact and with state law, the Texas Commission on Environmental Quality ("TCEQ") issued a license to Waste Control Specialists LLC ("Compact Facility Operator") to construct and operate a Compact Waste Disposal Facility in Andrews, TX 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; and

WHEREAS Chapter 403, §3.05(6) of the Texas Health and Safety Code authorized 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 for management or disposal, provided that the agreement receives the majority vote of the Commission; and

WHEREAS the Texas Legislature has established additional terms and conditions in Chapter 401 of the Texas Health and Safety Code that if satisfied ensure that the importation of low-level radioactive waste will be in the State's public interest; 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 Generators' Application in accordance with applicable requirements, and a majority of the members of the Commission approved the Application and voted to enter into this Agreement; and

WHEREAS in voting to approve Generator's Application and to enter into this Agreement, the Commission considered all relevant statutory and regulatory considerations, including, but not limited to: (a) the volume, type, physical form, and total activity (radionuclide-specific activity, if needed) of the waste proposed for importation as identified in the Application; (b) the poly and purpose of the

Compact; (c) the existence of the unresolved violations pending against Generator with any other regulatory agency with jurisdiction to regulate radioactive material, and any comments by the regulatory agency with which Generator has unresolved violations; (d) any unresolved violation, complaint, unpaid fee, or past due report that the Generator has with the Commission; (e) whether, by acceptance of this waste for disposal, the Compact Facility will remain below the applicable annual and total volume and curie capacity disposal limits set forth in §401.207(e), (e-1) (if applicable) and (f)(1) of the Texas Health and Safety Code; and (f) other factors that the Commission has deemed relevant to carry out the policy and purpose of the Compact and Chapters 401 and 403 of the Texas Health and Safety Code.

II. REPRESENTATIONS AND ACKNOWLEDGEMENTS

WHEREAS we, the Generator, represent, acknowledge, and propose the following:

- A. Generator proposes this Agreement shall remain in effect from 9/1/2018 through 8/31/2019 unless amended by agreement of the Parties, or revoked by the Commission prior to importation.
- B. Generator agrees to comply with all applicable federal and state laws and rules including, without limitation, Texas Health and Safety Code (THSC), Chapter 403, §8.03.
- C. Generator shall be liable for its own acts, omissions, conduct, and relationships in accordance with applicable law.
- D. Generator acknowledges 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.
- E. Generator agrees that this Agreement shall not be assignable or transferable to any other person.
- F. Generator acknowledges that this 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.
- G. Generator describes the waste as follows:
 - a. Waste Volume (ft³): ≤ 2,000.00
 - b. Waste Type: Type A
 - c. Physical Form/Waste Class: Stable sealed sources (Class A, B, & C) macroencapsulated in concrete, depleted uranium (Class A), and unstable LLRW (Class A).
 - d. Total Radioactivity (Ci): ≤ 1,000.00
- H. Generator has disclosed in its Application:
 1. the existence of unresolved violations pending against the applicant with any other regulatory agency with jurisdiction to regulate radioactive material; and
 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; and

3. the existence of any unresolved violation(s), complaint(s), unpaid fee(s), or past due report(s), that the applicant has with any other regulatory body, including, without limitation, the TCEQ.
- I. Generator acknowledges that a misrepresentation with respect to an item listed in A, B, or C, may result in the cancellation of the agreement.
 - J. Generator acknowledges 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.
 - K. Generator acknowledges the right of the Commission to audit or cause to be audited compliance with the agreement.
 - L. Generator agrees 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).
 - M. Generator affirms that no waste of international origin shall ever be included in the materials imported to the Compact Facility.
 - N. Generator agrees to comply with any other matter required by 31 TAC §675.23 to be included in the agreement.

GENERATOR:

Thomas Gray & Associates DBA Environmental Mgmt. & Controls, Inc.
Name

Rubando Gallego
Signature

President
Title

12/23/2020
Date

RADIOACTIVE MATERIAL LICENSE

Pursuant to the California Code of Regulations, Division 1, Title 17, Chapter 5, Subchapter 4, Group 2, Licensing of Radioactive Material, and in reliance on statements and representations heretofore made by the licensee, a license is hereby issued authorizing the licensee to receive, use, possess, transfer, or dispose of radioactive material listed below; and to use such radioactive material for the purpose(s) and at the place(s) designated below. This license is subject to all applicable rules, regulations, and orders of the California Department of Public Health now or hereafter in effect and to any standard or specific condition specified in this license.

1. Licensee: Thomas Gray & Associates, Inc.	3. License Number: 2105-30 Amendment Number : 65
2. Address: 1205 West Barkley Avenue Orange, CA 92868	4. Expiration date: November 18, 2023 (2)
Attention: Richard E. Gallego Radiation Safety Officer	5. Inspection agency: Radiologic Health Branch South

License Number 2105-30 is hereby amended as follows:

6. Nuclide	7. Form	8. Possession Limit
A. Hydrogen-3	A. Any	A. Total not to exceed 148.0 TBq (4 kCi).
B. Any radioactive material except: (1) special nuclear material (2) source material (3) any other alpha emitters	B. Any	B. Total not to exceed 5.6 TBq (150 Ci).
C. Alpha emitters except: (1) special nuclear material (2) source material	C. Any	C. Total not to exceed 18.5 GBq (500 mCi).
D. Special nuclear material	D. Any	D. Total not to exceed 15 g, or 65.12 TBq (1.760 kCi) and Plutonium-238 not to exceed 0.9 g, or 15.41 Ci.
E. Source material	E. Any	E. Total not to exceed 1,134 kg (2,500 lb), or 20.98 GBq (567 mCi).
F. Any nuclide with atomic numbers 3-104	F. Contaminated wipe samples	F. Not to exceed 370.0 kBq (10 µCi) total.
G. Any nuclide with atomic numbers 3-83.	G. Calibration sources	G. Not to exceed 37.0 MBq (1.0 mCi) total.
H. Radium-226	H. Sealed sources	H. 3 sources not to exceed 3.7 MBq (100 µCi) each. Total not to exceed 11.1 MBq (300 µCi).
I. Actinium-227	I. Sealed sources	I. Total not to exceed 18.5 GBq (500 mCi).
J. Cesium-137	J. Sealed sources	J. Total not to exceed 370 GBq (10 Ci).
K. Americium-241	K. Sealed sources	K. Total not to exceed 92.5 GBq (2.5 Ci)

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6. Nuclide	7. Form	8. Possession Limit
L. Californium-252	L. Sealed sources	L. Total not to exceed 37 GBq (1.0 Ci)
M. Curium-244	M. Sealed sources	M. Total not to exceed 37 GBq (1.0 Ci)
N. Thorium-228	N. Sealed sources	N. Total not to exceed 9.25 GBq (250 mCi)
O. Thorium-229	O. Sealed sources	O. Total not to exceed 9.25 GBq (250 mCi)

9. Authorized Use

- A.-E. & I.-O. To be used incidental to performing commercial services including decontamination and decommissioning services and site characterization services and to pickup and package radioactive materials in DOT approved containers at temporary job sites; to transport of radioactive waste within the State of California when each transport conforms to the California Code of Regulations and all applicable local, state, and federal laws and regulations; and to receipt and storage of packaged waste at the licensee's 1205 West Barkley Avenue, Orange, CA facility.
- F. To be used incidental to testing for leakage or contamination as a customer service.
- G.-H. To be used as check sources for instruments and for calibration of count rate instruments as a customer service.

LICENSE CONDITIONS

10. Radioactive material shall be used only at the following approved locations:
- 1205 West Barkley Avenue, Orange, CA.
 - Temporary job sites of the licensee in areas not under exclusive federal jurisdiction throughout the State of California (see Condition 26).
11. This license is subject to an annual fee for sources of radioactive material authorized to be possessed at any one time as specified in Items 6, 7, 8 and 9 of this license. The annual fee for this license is required by and computed in accordance with Title 17, California Code of Regulations, Sections 30230-30232 and is also subject to an annual cost-of-living adjustment pursuant to Section 100425 of the California Health and Safety Code.
12. Radioactive material shall be used by, or under the supervision of, the following individuals:
- Richard E. Gallego
 - Timothy Jay Sanchez**
 - Kevin Lucey
 - Joseph P. Skovron
 - Harold J. Sims
 - Thomas H. Essig, CHP
 - Jose-Luis Cueva
13. Except as specifically provided otherwise by this license, the licensee shall possess and use radioactive material described in Items 6, 7, 8 and 9 of this license in accordance with the statements, representations, and procedures contained in the documents listed below. The Department's regulations shall govern unless the statements, representations, and procedures in the licensee's application and correspondence are more restrictive than the regulations.

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- (a) The license renewal application with attachments, dated September 18, 2011, and modified by the letter dated June 11, 2013, both signed by Richard Gallego, Radiation Safety Officer.
 - (b) The license renewal application with attachments, dated September 18, 2011, and modified by the letter dated June 5, 2013, both signed by Richard Gallego, Radiation Safety Officer.
 - (c) The letters with attachments dated January 27, 2014, and February 18, 2014, both signed by Richard Gallego, President/ Radiation Safety Officer, regarding the updated emergency telephone contact list.
 - (d) The letter with attachment dated April 14, 2016, signed by Thomas H. Essig, Corporate Health Physicist, regarding a procedure for the removal of spent resin containing uranium.
 - (e) The letter with attachments dated March 8, 2017, and the revision of May 17, 2017, regarding calibration of count rate instruments, and the letter dated December 19, 2016, as revised by the letter dated July 26, 2017, both with attachments and all signed by Richard E. Gallego, President, Thomas Gray & Associates, Inc.
 - (f) The letter dated March 25, 2019, with attachment, signed by Richard Gallego, President and Radiation Safety Officer, requesting addition of an Authorized User and a change in notification procedure.
 - (g) The letters dated January 10, 2020, and June 17, 2020, as modified by the letters dated July 14, 2020, and August 4, 2020, all signed by Richard E. Gallego, President and Radiation Safety Officer, and email dated September 4, 2020, from Steven J. May, Alternate Radiation Safety Officer, regarding exemption from Part 37 requirements.
 - (h) **The letter dated November 4, 2020 with attachment, signed by Richard Gallego, Radiation Safety Officer, and the email dated December 3, 2020, with attachments, from Timothy Sanchez, Alternate Radiation Safety Officer, regarding the updated emergency contact list.**
14. (a) The Radiation Safety Officer in this program shall be Richard E. Gallego.
(b) The Alternate Radiation Safety Officer in this program shall be **Timothy Jay Sanchez**.
 15. Sealed sources possessed under this license shall be tested for leakage and/or contamination as required by Title 17, California Code of Regulations, Section 30275 (c).
 16. Records of leak test results shall be kept in units of becquerels (microcuries) and maintained for inspection. Records may be disposed of following Department inspection. Any leak test revealing the presence of 185 Bq (0.005 μ Ci) or more of removable radioactive material shall be reported to the California Department of Public Health, Radiologic Health Branch MS 7610, P.O. Box 997414, Sacramento, CA 95899-7414, within five days of the test. This report shall include a description of the defective source or device, the results of the test, and the corrective action taken.
 17. The licensee is authorized to perform tests for leakage and/or contamination of sealed sources. The following tests may be performed for sources possessed under this license and as a customer service:
 - (a) Collection of wipe test samples from sealed sources and devices containing sealed sources.
 - (b) Furnishing leak test kits Model TGA-76 for sealed sources and devices containing sealed sources to customers authorized to use such leak test kits.
 - (c) Analysis of materials collected by the licensee as stated in (a) above and material returned by customers from leak test kits listed in (b) above for the amount of radioactivity. Reports to customers of analysis shall be in microcuries.
 18. The licensee shall conduct a physical inventory every six months to account for all sealed sources and/or devices received and possessed under the license. Records of the inventories shall be maintained for inspection, and may be disposed of following Department inspection.

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19. *The Radioactive Shipment Record, from each customer, shall be on file describing:*
 - (a) *Total activity in millicuries, or in the case of source or special nuclear material, the total weight.*
 - (b) *The principal radioisotopes.*
 - (c) *The maximum radiation level at the surface of the container and at one meter from the source.*
 - (d) *The name and address of the licensee from whom the waste was received.*
 - (e) *The date of receipt of the package.*
 - (f) *Form of the radioactive material, specifically whether absorbed liquid, dry solid, animal carcasses or scintillation vials.*
 - (g) *Cataloging system (numbering or lettering) to be used for the accountability, and tracing of the radioactive material through the available documentation pertaining to the specifics of each container and generator.*
20. *The maximum period the licensee is authorized to store radioactive waste material is as follows:*
 - (a) *For solid material in non-combustible containers, 24 months.*
 - (b) *For solid material in combustible containers, 12 months.*
 - (c) *For liquids, absorbed liquid material, and animal carcasses, 180 days.*
21. *The licensee shall, with respect to all radioactive waste collected for disposal at licensed land burial sites, establish and maintain a training program, written operating and radiation safety procedures, and quality assurance inspection and testing procedures which assure that:*
 - (a) *All waste is properly segregated and identified with respect to those classes of waste being accepted for burial at the intended burial sites.*
 - (b) *Waste is properly packaged to conform to DOT regulations and specific packaging instructions for the class of waste being packed which are supplied by the broker or intended burial site operator and which are particular to the intended burial site.*
 - (c) *All containers are properly closed, meet DOT specifications, and are acceptable at the burial site for the class of waste contained.*
 - (d) *All containers are free of surface contamination per DOT regulations.*
 - (e) *Radiation levels conform to DOT limits.*
 - (f) *All containers are properly labeled per DOT regulations.*
 - (g) *All records, shipping papers, and certificates are complete and accurate.*
22. *The license shall not store more than 5000 cubic feet of radioactive waste at any one time.*
23. *All radioactive waste shall be loaded and transported in accordance with all applicable U.S. Department of Transportation Regulations, U.S. Nuclear Regulatory Commission Regulations, state regulations, and the requirements of this license. Nothing in this license shall in any way relieve the licensee from full compliance with all applicable local, state, and federal laws and regulations.*
24. *The licensee shall report to the California Department of Public Health, Radiologic Health Branch, within 24 hours of identifying uncontrolled radioactive materials. The report shall include a description of the isotopes, quantities, and chemical and physical forms of the radioactive material, the exact location, and preventive action taken. A written report shall be submitted within seven (7) days of initial report to the California Department of Public Health, Radiologic Health Branch, MS 7610, P.O. Box 997414, Sacramento, CA 95899-7414.*

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25. *Notwithstanding the limitations specified by Condition 20 of this license, the licensee is authorized to store all forms of packaged waste for up to five (5) years from the date of receipt while an authorized waste site is not available to receive the waste. If an authorized waste site becomes available during the five year limit specified by this condition, the licensee must meet the requirements of Condition 20 within 90 days of availability of the waste site.*
26. Before radioactive materials may be used at a temporary job site at any federal facility, the jurisdictional status of the job site must be determined. If the jurisdictional status is unknown, the federal agency should be contacted to determine if the job site is under exclusive federal jurisdiction. A response shall be obtained in writing or a record made of the name and title of the person at the federal agency who provided the determination and the date that it was provided. Authorization for use of radioactive materials at the job sites under exclusive federal jurisdiction shall be obtained either by:
- (a) Filing an NRC Form-241 in accordance with the Code of Federal Regulations, Title 10, Part 150.20 (b), "Recognition of Agreement State Licenses", or
 - (b) By applying for a specific NRC license.

Before radioactive material can be used at a temporary job site in another State, authorization shall be obtained from the State if it is an Agreement State, or from the NRC for any non-Agreement State, either by filing for reciprocity or applying for a specific license.

27. The total mass of special nuclear material possessed under this license at any one time or at any one authorized location of use shall not exceed that stated in the following formula: The number of grams of Uranium 235 divided by 350, plus the number of grams of Uranium 233 divided by 200, plus the number of grams of Plutonium (all isotopes) divided by 200, shall not exceed one (i.e. unity).
28. At least 14 days before initiating activities at a temporary job site, including military or former military sites where the temporary job site is not under federal exclusive jurisdiction, the licensee shall notify, in writing, the California Department of Public Health, Radiologic Health Branch. *If, for a specific case, the 14-day period would impose an undue hardship on the licensee, the Radiologic Health Branch may, upon request by the licensee, grant permission to proceed sooner.* The notification shall include the following information:
- (a) Site-specific radiological procedures if they have not been previously approved by the Department of Public Health.
 - (b) Estimated type, quantity, and physical/chemical forms of radioactive material.
 - (c) Specification of the site location.
 - (d) Description of project activities that are planned for the site, including management and disposition of radioactive material.
 - (e) Estimated project start date and duration of project.
 - (f) Name, address, title, and phone number of a point of contact for the person managing radiological operations at the temporary job site.

Within 30 days of completing activities at each job site, the licensee shall notify, in writing, the California Department of Public Health, Radiologic Health Branch, regarding the radiological status of the temporary job site and the disposition of any licensed radioactive material.

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29. This license does not authorize the use of licensed material at temporary job sites for uses already specifically authorized by a customer's license. If a customer also holds a license issued by the NRC or an Agreement State, the licensee shall establish a written agreement between the licensee and the customer specifying which licensee activities shall be performed under the customer's license and supervision, and which licensee activities shall be performed under the licensee's supervision pursuant to this license. The agreement shall include a commitment by the licensee and the customer to ensure safety, and any commitments by the licensee to help the customer clean up the temporary job site if there is an accident. A copy of this agreement shall be included in the notification required by License Condition 28.
30. The licensee shall maintain records of information important to decommissioning each temporary job site at the applicable job site pursuant to Title 17, California Code of Regulations, Section 30256. The records shall be made available to the Department for inspection and to the customer upon request during decommissioning activities, and shall be transferred to the customer for retention at the completion of activities at a temporary job site.
31. In accordance with the California Code of Regulations Title 17, Section 30195.1, the licensee shall maintain an acceptable financial instrument in the amount of \$260,053.00 that satisfies the requirements outlined in the decommissioning funding plan dated July 26, 2017.
32. *The licensee is authorized to calibrate radiation detection instruments as a customer service.*
33. In accordance with California Health and Safety Code Section 115000.1(h), the licensee shall annually report the radioactive waste inventory held in storage on December 31 of each year and all manifests of Low Level Radioactive Waste (LLRW) shipments to licensed LLRW disposal facilities made during the year to the Department via the online LLRW Tracking System at <https://llrwts.cdph.ca.gov/>.
34. At least 30 days prior to vacating any address of use listed in Condition 10 of this license, the licensee shall provide written notification of intent to vacate to the California Department of Public Health, in accordance with Title 17, California Code of Regulations, Section 30256 (b). Control of all licensed areas must be maintained until such areas are released by the Department for unrestricted use or the license is terminated, in accordance with Title 17, California Code of Regulations, Section 30256 (j).
35. A copy of this license and a copy of all records and documents pertaining to this license shall be maintained available for inspection at 1205 West Barkley Avenue, Orange, CA.

Issued for the State of California Department of Public Health

Date: December 15, 2020By: 

Radiologic Health Branch
MS 7610, P.O. Box 997414
Sacramento, CA 95899-7414