

**TLLRWDCC #2-231-0**

**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 the 22nd of August 2019, by and between Arizona Public Service Palo Verde Nuclear Generating Station ("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 brokers and generators located outside of the Compact party states subject to approval by the TCEQ of the

- C. Generator represents and warrants that it has disclosed in its Application the existence of any unresolved violation(s), unpaid fee(s), or past due report(s) 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 or revocation 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 and upon reasonable notice to Generator, audit or cause to be audited Generator's

- 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 the Commission may revoke, suspend or amend this Agreement with respect to future shipments, including by adding or deleting requirements, after having given prior notice to Generator. The Generator will be given a reasonable time to review, respond to, 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 an agreement on changes to be made, the Commission may terminate this Agreement. Even if the Commission terminates this Agreement, Generator must nevertheless satisfy any outstanding obligations related to shipments previously made pursuant to this Agreement.
- D. Generator agrees that a failure to comply with Items F and G of Article I of this Agreement may result in immediate suspension of this Agreement. Any revocation or suspension of this Agreement shall be effective on the date of the service of notice of such revocation or suspension to Generator by certified mail. The Agreement may be reinstated with or without amendments at the discretion of the Commission after consideration of the Generator's response.
- E. The Parties agree that the Commission may, in response to a written application from Generator, cancel, suspend, or amend this Agreement with respect to future shipments, including by adding or deleting requirements. If the Parties are unable to agree on amendments proposed by the Generator, the Commission may terminate this

Commission of the approval of export of out-of-compact waste from the Southwestern Low-Level Radioactive Waste Compact;

(ii) before shipment, Generator has delivered to the Commission written evidence satisfactory to the Commission that has received authorization from the generator for the disposal of the generator's waste in the Texas Low-Level Radioactive Waste Disposal Compact Facility; and

(iii) before shipment Generator has received a written communication from the Commission, also known as a "Condition Removal Letter", stating the written evidence of export authorization and generator authorization is in a form satisfactory to the Commission.

(d) Waste description: Ion Exchange Resin, Cartridge Filters, and Dry Active Waste

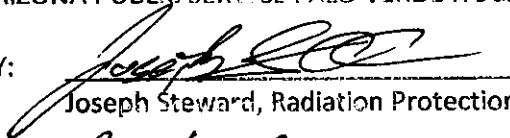
(e) Waste classification (Class A, Class B, or Class C): Class A, B and C

(f) Waste form: Unstable

(g) Sealed Source: No

ARIZONA PUBLIC SERVICE PALO VERDE NUCLEAR GENERATING STATION

BY:



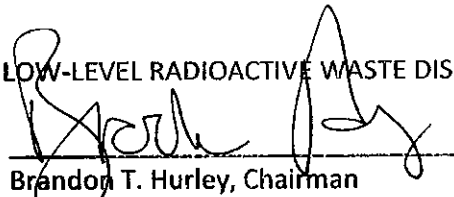
Joseph Steward, Radiation Protection Superintendent

9-11-19

Date

TEXAS LOW-LEVEL RADIOACTIVE WASTE DISPOSAL COMPACT COMMISSION

BY:



Brandon T. Hurley, Chairman

8/29/2019

Date