

**INTERAGENCY AGREEMENT
BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY
AND
THE UNITED STATES DEPARTMENT OF DEFENSE
FOR THE
TEMPORARY PARKING OF TRANSURANIC WASTE SHIPMENTS
AT
MILITARY INSTALLATIONS**

This Master Interagency Agreement, hereinafter referred to as the "Agreement", is between the U.S. Department of Energy (DoE), acting through its Albuquerque Operations Office, and the U.S. Department of Defense (DoD), acting through the Assistant Secretary of Defense (Atomic Energy), hereinafter as the "Parties."

1. INTRODUCTION

a. **Background.** The Waste Isolation Pilot Plant (WIPP), located East of Carlsbad, New Mexico, and operated under the direction of the DoE Albuquerque Operations Office, will receive Transuranic (TRU) waste shipments from ten (10) generator/storage sites located throughout the United States. Shipments will be made from these sites to the WIPP using a Nuclear Regulatory Commission certified Type "B" shipping container and a DoE dedicated contract carrier. The contract carrier will be required to have an eight (8) hour enroute tractor replacement capability. TRU waste shipments will be tracked and monitored using a satellite-based tracking system. In the event of civil disorder, natural disaster, severe weather conditions, or other emergency situations, the need may arise to temporarily layover a TRU waste shipment at a DoD facility. In such a case, DoD will be prepared to provide logistic support for the TRU waste shipments at its facilities.

b. **Purpose.** The purpose of this Agreement is to establish policy and procedures between DoE and DoD for the provision of logistic support for the layover of TRU waste shipments at DoD installations throughout the continental United States. These layovers are anticipated to be required on an infrequent basis and only necessary in the event of an emergency condition as specified above; they are not subject to the Parties' existing "Safe Haven" Memorandum of Understanding.

c. **Authority.** This Agreement is entered into under the following statutory authorities and is consistent with the following DoE order: Section 601 of the Economy Act of 1932, as amended (presently codified at 31 U.S.C. 1536); Section 104(i) and 107(a) of the Energy Reorganization Act of 1974 (42 U.S.C. 3814 and 42 U.S.C. 3817, respectively); and DoE Order 1270.1.

2. DoE's Responsibilities. The DoE shall be responsible for:

a. Notifying the Joint Nuclear Accident Coordinating Center (JNACC) telephonically of the need for a TRU waste shipment layover at a DoD installation. This notification, made by the WIPP, shall identify the date and time of estimated arrival, driver's name and shipment bill of lading number. The JNACC shall provide TRU shipment identifying data to the supporting Service's Operations Center which shall be responsible for contacting the designated DoD installation commander or

his or her designee in a timely manner. The JNACC shall coordinate with the WIPP Operations Center and the Service's Operations Center and to ensure logistic support requirements do not exceed the capability of the designated DoD installation.

b. Assuring the TRU waste trailers are properly positioned and secured where instructed by the DoD installation commander or his or her designee.

c. Providing existing TRU waste environmental impact documentation to the DoD, as required, in accordance with the provisions of the National Environmental Policy Act.

d. Providing for the prompt and complete removal of TRU waste in the event of its spillage on a DoD installation.

e. Providing reimbursement of all of DoD's direct expenses which are incurred in providing logistic support of TRU waste shipment layovers.

3. DoD Responsibilities. The DoD shall be responsible for:

a. Providing suitable parking for TRU waste shipment vehicles. Such parking shall be a paved, fenced lighted area generally remote from the installation major facilities and thoroughfares. Installation hazardous cargo vehicle holding areas, if available, shall be sufficient for TRU waste shipments.

b. Providing security, fire fighting, communications and emergency logistical support, as necessary. Such emergency logistical support shall be limited to messing, billeting, medical, and petroleum, oil, and lubricants and shall not exceed the capability of the installation. Continuous security surveillance of the TRU waste shipment carrier vehicle is not required; routine installation security patrols shall conduct periodic checks of the parking area and the carrier vehicle at random intervals not to exceed two (2) hours.

c. Immediate notification to the WIPP Operations Center (505-887-8125) of any incident affecting layover TRU waste shipments, vehicles or personnel which could adversely affect their safety or security while on a DoD installation.

d. Providing DoE an accounting of all obligations and costs incurred in connection with this Agreement in such form and detail as required.

4. Public Information Coordination. Consistent with the Freedom of Information Act (5 U.S.C. 552), procedures for the timely release of information to the public regarding any activities under this Agreement shall be in accordance with applicable DoE Orders and DoD Directives as agreed to by the Parties. Activities and procedures concerning TRU waste shipments may contain unclassified controlled nuclear information (UCNI).

5. Administration. This Agreement shall be administered on behalf of the DoE by the Project Manager, WIPP. Administration on behalf of DoD shall be by the Office of the Assistant to the Secretary of Defense (Atomic Energy) in coordination with the Office of the Deputy Under Secretary of Defense (Policy).

6. Amendment and Termination. This Agreement may be modified or amended by written agreement between DoE and DoD. This Agreement shall continue in effect until terminated by either Party upon thirty (30) days written notice to the other

Party. It is agreed that neither Party shall give such notice until it has, to the extent possible, discussed the matter with the other Party. Upon termination, DoE shall reimburse DoD for all TRU waste shipments layover obligations and costs actually incurred as of the effective date of the termination.

7. **Effective Date.** This Agreement shall become effective upon signature by both Parties.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the respective dates indicated.

U. S. Department of Defense

By: 

Title: Assistant to the Secretary
of Defense (Atomic Energy)

Date: October 2, 1989

U. S. Department of Energy

By: 

Title: Acting Assistant Secretary
for Defense Programs

Date: August 15, 1989