

7253

IL.28-4

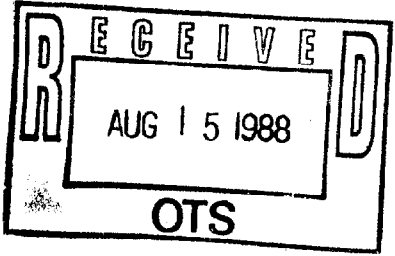
1L.27  
POSTED



Department of Energy  
Washington, DC 20545

POSTED

AUG 15 1988



Mr. Fred Steinkuehler  
Granite City Steel Division  
National Steel Corporation  
20th and State Streets  
Granite City, Illinois 62040

Dear Mr. Steinkuehler:

Enclosed please find your copy of the signed consent forms for the radiological survey of the South Plant Betatron Building. In your letter to me of July 21, 1988, you identified several issues regarding the survey and the consent. I would like to address these concerns below.

As noted in the consent form, the purpose of our surveys are only to determine if there is any residual radioactive material on the site that is derived from Department of Energy (DOE) predecessor operations. All data collected during the designation survey is to determine the radiological condition of the portion of the site involved in the predecessor work. No other information is collected or reported. If, however, this data indicates a radiological hazard exists, not associated with our predecessor's operations, you will be notified. It is also the Department's policy to ensure that the responsible regulatory agency is notified of any radiological hazard or potential hazard, either through the owner or directly. Beyond this, there is no normal distribution of data collected during a survey outside of the program, except as required by law or with the knowledge of the owner. However, the final report from the survey will become public information and is available if specifically requested.

We agree that the owner has the right to revoke permission for access so long as it is done sufficiently in advance of any pre-negotiated survey to ensure DOE has not expended significant funds on the survey. The survey team should be notified at least 5 days before a schedule survey if you intend to revoke consent.

The owner and its representative may be present during the survey and observe measurements, and if desired split samples. Following the survey, reports containing the survey data and results of the analyses will be prepared and provided to the owner. Duplicate photographs can be provided, if required.

We do not understand the need to keep the consent confidential; however, the form will not be given out except as required by law or on the basis of mutual consent.

The title of the consent form was modified to reflect that it is limited consent.

I have directed our contractor to contact Mr. Carl Cannon to arrange the details of the survey. If you have any questions regarding the consent form or the survey, please call me at 301-353-5439.

Sincerely,

151

Andrew Wallo III, Designation  
and Certification Manager  
Division of Facility and Site  
Decommissioning Projects  
Office of Nuclear Energy

NE-23  
*aw III*  
Wallo  
11  
08/00/88  
NE-23  
Fiore  
08/00/88

Enclosure

cc:  
Mr. Carl Cannon  
National Steel Corporation

bcc:  
W. Cottrell, ORNL  
OTS/FUSRAP

NE-23 RF  
Wallo RF  
NEG (4)

NE-23:AWallo:ph:353-5439:8/11/88:IBM:

LIMITED  
CONSENT FOR PROGRAM ACCESS  
SURVEYS AND ENGINEERING STUDIES

The undersigned persons (hereinafter individually and collectively referred to as "Owner") represent that they own the following property:

A triangular tract of land consisting of 110.11 acres, more or less, located in the West half of Section 24 and the Southeast Quarter of Section 23, in Township 3 North, Range 10 West of the Third Principal Meridian, bounded on the South by the North Line of U.S. Survey 604, and on the East by the right-of-way of the Terminal Railroad Association and on the Northwest, being the hypotenuse of said triangle by the right-of-way of the Wabash Railroad Company.

The following matters are understood by the Owner:

The United States of America (the "Government"), acting through the U.S. Department of Energy (DOE), will provide or contract for radiological surveys and engineering assessments for the following purposes: (1) DESIGNATION - determining if there is radiological contamination on the property for which DOE has authority and sufficient to require remedial action. If the property is designated for remedial action, the next step will be (2) CHARACTERIZATION - accurately defining the extent of contamination in order to design remedial action.

DOE shall be responsible for loss or destruction of, or damage to, the Owner's real and personal property caused by the activities of DOE, their authorized representatives, agents, contractors and subcontractors, in exercising any of the rights granted in this Agreement; PROVIDED, that such responsibility shall be limited to restoration of such real and personal property to a condition comparable to its condition immediately prior to the conduct of any activities on the Property by techniques of backfilling, seeding, sodding, landscaping, rebuilding, repair or replacement.

If the property is not designated for remedial action, this agreement will terminate upon completion of the designation survey. If the property is designated for remedial action, this agreement will remain in effect until completion of the characterization.

Nothing in this document shall be deemed to obligate the Owner to enter into an agreement for the performance of remedial action. No remedial action shall be performed until and unless (1) DOE shall have determined the need for and selected the appropriate remedial action, and (2) the DOE and Owners have entered into a written agreement providing for the performance of such remedial action.

By signing this document and sending it to the DOE, the Owners grant, effective July 1, 1988, to the DOE and its contractors and subcontractors, such access to the Property as is reasonably required, and at times satisfactory to the Owners, for the performance of the radiological surveys and engineering studies.

The radiological surveys and engineering studies will involve some or all of the following activities:

Reviewing existing building, structural, and site plans available to the Owner. Such plans shall be provided to DOE and its contractors, at no cost to the Owner. If such plans are not in the possession of the Owner but are available, the Owner agrees to permit the DOE and its representatives to borrow or acquire, at no cost to the Owner, those plans deemed necessary to facilitate the performance of these reviews.

Performing land surveys and placing survey stakes as required to characterize the premises, including any light clearing of vegetation that may be required.

Determining the location and extent of actual radioactive material on the premises through measurements by various techniques and/or removing samples of contaminated materials by digging or core drilling.

Measuring and examining the premises and structures thereon.

Documenting through photographs the existing conditions of the Property and structures thereon.

Taking radiation measurements and performing core drilling inside structures, in such a manner as is agreeable to the Owner; placing a small radiation monitor in the structures, and collecting a sample from the monitor periodically.

THE UNITED STATES OF AMERICA  
DEPARTMENT OF ENERGY



(Name)  
Designation and Certification  
Manager  
(Title)

August 11, 1988

(Date)

Fred Steinkuehler  
(Printed name of Property Owner(s))

  
(Signature of Owner)

7/22/88 (618) 451-3281  
Signature of Owner (if multiple)

(Date)

(phone)

If the signator is a corporation or a company, please complete the following:

CORPORATE CERTIFICATE

I, William H. Sangster, certify that I am the duly qualified Asst. General Manager of the corporation named herein as the consentor; that Fred Steinkuehler, who signed this consent form on behalf of the consentor, was then Dir., Facility Services of said corporation by authority of its governing body and is within the scope of its powers. Witness my hand and the seal of said corporation.

SEAL

*W. Sangster* Name 7-28-88 Date