



UNITED STATES  
NUCLEAR REGULATORY COMMISSION  
WASHINGTON, D. C. 20555

Ref: SA/KNS

MAY 31 1985

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WM DOCKET CONTROL  
CENTER

MEMORANDUM FOR: Leo Higginbotham, Chief  
Low-Level Waste Licensing Branch  
Division of Waste Management, NMSS

FROM: Donald A. Nussbaumer  
Assistant Director for  
State Agreements Program  
Office of State Programs

SUBJECT: BEATTY SITE CLOSURE PLAN

Enclosed for your information is a May 15, 1985 letter from John Vaden, Nevada to S. Wright, U.S. Ecology regarding a meeting with NRC, Nevada and licensee to discuss the U.S. Ecology's closure plan. Also attached is the lease the State of Nevada has executed with BLM over the buffer zone. Questions regarding the lease were raised in NRC's comments to the State of Nevada on the closure plan.

*Donald A. Nussbaumer*  
Donald A. Nussbaumer  
Assistant Director for  
State Agreements Program  
Office of State Programs

Enclosure:  
As stated

WM Record File

WM Project 8

Docket No.

F. ☒

LPDR

Distribution:

LBA

(Return to WM, 623-SS)

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PDR WASTE  
WM-B PDR



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DEPARTMENT OF HUMAN RESOURCES

May 15, 1985

S.V. Wright, Jr., Vice President  
U.S. Ecology, Inc.  
P.O. Box 7246  
Louisville, KY 40207

Dear Mr. Wright:

This is in regard to the revised site closure plan submitted with your letter dated February 7, 1985.

We have reviewed the closure plan and it has also been reviewed by representatives of the U.S. Nuclear Regulatory Commission.

There are still a number of unresolved items and inadequately described procedures in the plan which we feel can best be addressed in a meeting between all concerned parties.

We would like to suggest the week starting June 17, 1985, as the target week within which a one day meeting on the closure plan could be held. We believe that the meeting should be held at the Beatty site in as much as the site topography, trench layout, well locations and distance between the chemical waste site and the radioactive waste site are all important factors in the closure plan.

Please advise at your earliest convenience whether U.S. Ecology staff will be available for a meeting on this matter, and designate a meeting date in the target week or suggest another time which you prefer for the meeting.

Sincerely,

*JV Vaden*

John Vaden, Supervisor  
Radiological Health Section  
Bureau of Regulatory Health Services

JV:kmf;d2

cc: Jerry Griepentrog  
Don Nussbaumer, NRC

(March 1978)

DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
RECEIPT AND ACCOUNTING ADVICE

No. 333454

SUBJECT 10/21/77 SEP 0 02 1 0 300

APPLICANT: UNITED STATES  
BUREAU OF LAND MANAGEMENT  
FEDERAL GOVERNMENT  
WASHINGTON, D.C.

REMITTER IF DIFFERENT THAN APPLICANT:

ASSIGNOR:

SERIAL NUMBER	ASG	TYPE	STATE	ACRES/UNITS	RATE	CTY	FUND SYMBOL	AMOUNT
NEV 057750			32					

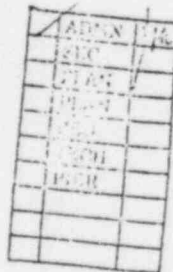
REFER TO THE ABOVE CASE SERIAL NUMBER IN ALL CORRESPONDENCE.

PLEASE INFORM THIS OFFICE OF ANY CHANGE IN ADDRESS

NOTE: This notice is a receipt for monies paid the United States. If these monies are for required fees in connection with your application to lease, purchase, enter, or otherwise acquire an interest in public lands or resources, this receipt is not an authorization to utilize the land applied for and it does not convey any right, title, or interest in the land for which application is made.

DIV OF LAND-

10 SEP 02 10: 1



RECEIPT

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BUREAU OF LAND MANAGEMENT  
WASHINGTON, D.C. 20240  
\*\*\*\*\*

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

RECREATION OR PUBLIC PURPOSES LEASE  
Act of June 14, 1926, as amended (43 U.S.C. 869 et. seq.)

RECEIVED  
Bureau of Land Management

JUN 16 1982

Serial Number

Nov-067750 (Pencil)

This lease entered into on this 20th day of June, 1982, by the United States of America, lessor, through the authorized officer of the Bureau of Land Management, and

State of Nevada  
Department of Conservation and Natural Resources  
c/o Division of State Lands, 201 South Fall Street  
Carson City, NV 89710

called the lessee, pursuant and subject to the terms and provisions of the Recreation and Public Purposes Act and all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof,

WITNESSETH:

Sec. 1. The lessor, in consideration of the rents to be paid and the conditions to be observed as hereinafter set forth, does hereby grant and lease to the lessee the right and privilege of using for the purposes hereinafter set forth in the following-described lands: together with an option to purchase during the term of the lease:

Mount Diablo Meridian

T. 13 S., R. 47 E.

sec. 26, S&SW;

sec. 35, S&SW, NEYMER, NEVADA;

containing 400 acres, together with the right to construct and maintain thereon all buildings or other improvements necessary for such use for a period of 25 years, the rental to be \$ 200.00 per acre. If, at the expiration date of the lease the authorized officer shall determine that the lease may be renewed, the lessee herein will be accorded the privilege of renewal upon such terms as may be fixed by the lessor. The lessee may use the premises for a buffer zone. (See Addendum attached hereto).

Sec. 2. There are reserved to the United States all mineral deposits in said lands, together with the right to mine and remove the same under applicable laws and regulations to be established by the Secretary of the Interior.

Sec. 3. The lessor reserves the right of entry, or use, by

(a) any authorized person, upon the leased area and into the buildings constructed thereon for the purpose of inspection;

(b) Federal agents and game wardens upon the leased area on official business;

(c) the United States, its permittees and licensees, to mine and remove the mineral deposits referred to in Sec. 2, above.

Sec. 4. In consideration of the foregoing, the lessee hereby agrees:

(a) To improve and manage the leased area in accordance with the plan of development and management designated as application filed June 26, 1961 and supplemental information filed September 13, 1961,

February 15, approved by an authorized officer on or any modification thereof hereinafter approved by an authorized officer, and to maintain all improvements, during the term of this lease, in a reasonably good state of repair.

(b) To pay the lessor the annual rental above set forth in advance during the continuance of this lease.

(c) Not to allow the use of the lands for unlawful purposes or for any purpose not specified in this lease unless consented to under its terms; not to prohibit or restrict, directly or indirectly, or permit its agents, em-

ployees, contractors (including, without limitation lessees, sublessees, and permittees), to prohibit or restrict the use of any part of the leased premises or any of the facilities thereon by any person because of such person's race, creed, color, sex, or national origin.

(d) Not to assign this lease or to change the use of the land, without first receiving the consent of the authorized officer of the Bureau of Land Management.

(e) That this lease may be terminated after due notice to the lessee upon a finding by the authorized officer that the lessee had failed to comply with the terms of the lease; or has failed to use the leased land for the purposes specified in this lease for a period of \_\_\_\_\_ consecutive years; or that all or part of the lands is being devoted to some other use not consented to by the authorized officer; or that the lessee has not complied with his development and management plans referred to in subsection 4(a).

(f) That upon the termination of this lease by expiration, surrender, or cancellation thereof, the lessee shall surrender possession of the premises to the United States in good condition and shall comply with such provisions and conditions respecting the removal of the improvements of and equipment on the property as may be made by an authorized officer.

(g) To take such reasonable steps as may be needed to protect the surface of the leased area and the natural resources and improvements thereon.

(h) Not to cut timber on the leased area without prior permission of, or in violation of the provisions and conditions made by an authorized officer.

(i) That nothing contained in this lease shall restrict the acquisition, granting, or use of permits or rights-of-way under existing laws by an authorized Federal officer.

ADDENDUM TO RECREATION AND PUBLIC PURPOSES LEASE Nev-057750

1. If antiquities including, but not limited to, archaeological items, paleontological objects or other objects of historic or scientific interest are discovered on the leased area, the lessee shall leave the items or conditions intact and inform the District Manager;
2. Lessee shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations authorized under this lease. The lessee shall obtain approval of a written plan prior to the use of such substances from the Authorized Officer. The plan must provide the type and quantity of material to be used; the pest, insect and fungus to be controlled; the method of application; the location for storage and disposal of containers; and other information that the Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1, 1979, deadline for a fiscal year 1981 action). Emergency use of pesticides may occur. The use of substances on or near the leasehold shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this lease.
- ✓ 3. Regulations pertaining to the Recreation and Public Purposes Act prohibit use of public lands for disposal of permanent or long term hazardous waste. Accordingly, the leased lands shall be used as a buffer area only.



Sec. 5. *Equal Opportunity Clause.* During the performance of this contract, the lessee agrees as follows:

(a) The lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this permit may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246

of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The lessee will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. *Provided, however,* That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

Sec. 6. The lessee may surrender this lease or any part thereof by filing a written relinquishment in the appropriate BLM office. The relinquishment shall be subject to the payment of all accrued rentals and to the continued obligation of the lessee to place the lands in condition for relinquishment in accordance with the applicable lease terms in subsections 4(f) and 4(g) and the appropriate regulations.

Sec. 7. The lessee further agrees to comply with and be bound by those additional terms and conditions identified as

Appendix A and Addendum which are attached hereto

and which are made a part hereof.

Sec. 8. No Member of, or Delegate to, the Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as otherwise provided in 43 CFR, Part 7, shall be admitted to any share or part of this lease, or derive any benefit that may arise therefrom, and the provisions of Title 18 U.S.C. Sections 431-433, relating to contracts, enter into and form a part of this lease, so far as the same may be applicable.

FOR EXECUTION BY LESSEE

IN WITNESS WHEREOF:

(Signature of Lessee's Authorized Officer)

(Signature of Witness)

(Date)

FOR EXECUTION BY THE UNITED STATES

THE UNITED STATES OF AMERICA

By Richard H. Morrison  
(Authorized Officer)

Chief, Lands and Minerals Operations

(Title)

SEP 14 1982

(Date)