

DOE EM CLEANUP AND COMPLIANCE AGREEMENT FACT SHEET

SUMMARY

Data Element	Data
Site	Idaho National Engineering & Environmental Laboratory
Agreement Name	Public Service Company of Colorado v. Batt
State	Idaho
Agreement Type	Settlement Agreement
Legal Driver(s)	Federal Court Order
Scope Summary	To control and set schedules for the shipments of spent nuclear fuel to Idaho, and of transuranic waste, high-level waste, and spent nuclear fuel leaving Idaho.
Parties	DOE; US Department of the Navy; State of Idaho
Date	10/16/1995

SCOPE

- Establish a timetable for shipments of transuranic (TRU) waste leaving and being sent to Idaho.
- Establish a schedule for spent nuclear fuel (SNF) to be removed from Idaho and establishes a relationship between shipments of aluminum-clad SNF sent to and received from the Savannah River Site.
- Determines a schedule for treatment of high-level waste (HLW).

ESTABLISHING MILESTONES

- The Agreement establishes specific, non-rolling milestones. If DOE fails to meet any of the interim or final deadlines or requirements, DOE shipment of SNF to INEEL will be suspended.
- DOE must ship an estimated 65,000 cubic meters of TRU waste to WIPP no later than December 31, 2018. Shipments of TRU must begin by April 30, 1999. No less than 3,100 cubic meters must have been shipped out of state by December 31,

2002.

- Except for SNF being maintained for testing purposes, all SNF must be removed from Idaho by January 1, 2035.
- All HLW must be treated and ready to be shipped out of state for disposal by 2035.

FUNDING

- DOE is required to share budget information with the state of Idaho prior to submitting the budget request to the President. Consultations with the State must continue throughout the budget process.
- Compliance with the Agreement shall be subject to and comply with the Anti-Deficiency Act.

PENALTIES

- If DOE fails to satisfy a substantive requirement of the Agreement then DOE shipments of spent fuel to INEEL will be suspended until the parties agree or a Court determines that the requirements have been satisfied.
- The U.S. District Court (for the District of Idaho) has the power to enforce the rights, obligations, and requirements of the Agreement.
- If all spent fuel located at INEEL is not removed from Idaho by January 1, 2035 then the federal parties will pay the State of Idaho \$60,000 for each day after January 1, 2035 that spent fuel remains in Idaho.
- The Agreement requires parties to seek informal dispute resolution prior to asking the Court to become involved