



**DEPARTMENT OF ENERGY**  
National Nuclear Security Administration  
Los Alamos Field Office  
Los Alamos, New Mexico 87544



FEB 24 2015

Joe Maestas  
Board Chair  
Buckman Direct Diversion Board  
341 Caja Del Rio Rd.  
Santa Fe, New Mexico 87506

Dear Mr. Maestas:

Subject: Return of Countersigned "Memorandum of Understanding between the U.S. Department of Energy and the Buckman Direct Diversion Board Regarding Water Quality Monitoring," dated January 12, 2015

On behalf of the Department of Energy/National Nuclear Security Administration, Los Alamos Field Office, the executed original of the "Memorandum of Understanding between the U.S. Department of Energy and the Buckman Direct Diversion Board Regarding Water Quality Monitoring," dated January 12, 2015, is enclosed. This agreement establishes roles and responsibilities for each of the signatories regarding coordination of water quality monitoring activities that address Los Alamos National Laboratory origin water quality concerns in Los Alamos and Pueblo Canyons.

If you have any questions regarding the water quality monitoring activities in relation to the Buckman Direct Diversion Project, please contact Federal Project Director Cheryl Rodriguez at (505) 665-5330 or David Rhodes at (505) 665-5325.

Thank you for the opportunity to work collaboratively on this important opportunity. We look forward to continuing to strengthen our relationship.

Peter Maggiore  
Assistant Manager  
Environmental Projects Office

Enclosure

cc w/out enclosure:

D. Rhodes, EPO, NA-LA  
C. Rodriguez, EPO, NA-LA  
K. Armijo, EPO, NA-LA  
S. DeRoma, SC, NA-LA

cc w/enclosure:

Charles Vokes  
Manager  
Buckman Direct Diversion  
341 Caja de Rio Rd.  
Santa Fe, NM 87506

Erminia Baca  
Administrative Assistant  
Buckman Direct Diversion  
341 Caja del Rio Rd.  
Santa Fe, NM 87506

Nancy Long  
Buckman Direct Diversion Counsel  
Long and Komer Associates, PA  
P.O. Box 5098, Santa Fe NM 87502

Kyle Harwood  
Egolf, Ferlic and Day Law Firm  
128 Grant Avenue  
Santa Fe, NM 87501

Records Center, NA-LA  
Official Contract File, NA-LA

EPO-32CR-731- 613761

1 **MEMORANDUM OF UNDERSTANDING BETWEEN THE**  
2 **U.S. DEPARTMENT OF ENERGY AND THE BUCKMAN DIRECT DIVERSION BOARD**  
3 **REGARDING WATER QUALITY MONITORING**

4 **A. Parties**

5 The Parties to this MOU are the Buckman Direct Diversion Board (BDD Board) and the U.S. Department  
6 of Energy (DOE).

7 **B. Background**

8 The Buckman Direct Diversion (BDD) is designed to divert water from the Rio Grande for use by the City  
9 and County of Santa Fe water utilities in the Santa Fe area and to provide a source for the water supply  
10 systems of Santa Fe County, the City of Santa Fe, Las Campanas Club, and Las Campanas Cooperative.

11 The water to be diverted is San Juan-Chama Project water (a U.S. Bureau of reclamation interbasin  
12 water transfer project) and native New Mexico state waters regulated by the State of New Mexico.

13 The point of diversion for the BDD is on the east bank of the Rio Grande in northern New Mexico, near  
14 the historic Buckman townsite. The point of diversion is approximately 15 miles northwest of the City of  
15 Santa Fe and is located about three miles downstream from the confluence of the Rio Grande and Los  
16 Alamos Canyon (where Route 502 crosses the Rio Grande at Otowi Bridge).

17 LANL is located on the Pajarito Plateau above the Los Alamos/Pueblo Canyon watershed. The Los  
18 Alamos/Pueblo Canyon system intermittently and infrequently flows to the Rio Grande just below the  
19 Otowi Bridge and upstream of the BDD Project point of diversion. The Los Alamos/Pueblo Canyon  
20 watershed contains sediments with LANL-origin contamination from historic releases from LANL. Rain  
21 events may cause the transport of sediments, and these sediments have in the past and may in the  
22 future be transported to the Rio Grande and then to the BDD intake. The Los Alamos/Pueblo system has  
23 been investigated under the Compliance Order on Consent between LANL and the State of New Mexico  
24 Environment Department, and measures (including infrastructure) to reduce the transport of  
25 contaminated sediment have been implemented.

26 The New Mexico legislature encouraged the BDD Board and DOE to memorialize their agreement to  
27 certain activities relating to the mitigation and monitoring of LANL-origin water quality contaminants.  
28 The BDD Board requested a written agreement with LANL and DOE in 2007 and the New Mexico  
29 legislature passed resolutions in 2009 and 2010 that ultimately resulted in the Memorandum of  
30 Understanding that was executed on May 13, 2010 (the 2010 MOU). The 2010 MOU represented an  
31 agreement between the Parties that water quality management and monitoring are mutual priorities  
32 and that the activities described were consistent with, and would be carried out subject to, the policies,  
33 regulations, and applicable laws that pertain to the Parties.

34 This MOU will be utilized by the public and the BDD Board to inform the operations of the BDD Project,  
35 and will provide information that will guide the future water quality policies and priorities of the Parties.

36 Upon the execution of this MOU, the 2010 MOU will be terminated in accordance with Section G.3 of  
37 that 2010 MOU and this MOU shall evidence the consent of the Parties to the termination.

### 38 **C. Objective**

39 This MOU establishes roles and responsibilities with regard to coordination of monitoring activities by  
40 the Los Alamos National Laboratory (LANL) and the Department of Energy (DOE) in Los Alamos and  
41 Pueblo Canyons in relation to operation of the BDD Project. The primary objectives of this MOU include  
42 the following:

- 43 1. To continue the relationship developed between DOE and the BDD, and
- 44 2. To determine whether LANL legacy contaminants from Los Alamos and Pueblo Canyons into the  
45 Rio Grande warrants operational constraints for diversion at the BDD intake. This determination  
46 will be made relative to regional storm water events and/or to base flow in the Rio Grande, with  
47 the goal of reducing the long-term need for the Early Notification System (ENS).

### 48 **D. Authorities**

49 The Parties represent that they have the authority to enter into this MOU and are able to meet the  
50 respective commitments herein to the extent permitted by law.

- 51 1. Department of Energy. The U.S. Department of Energy is authorized to enter into this MOU  
52 pursuant to the Atomic Energy Act, as amended (Title 42 U.S.C. 2011, et seq.).
- 53 2. BDD Board. The BDD Board is authorized to enter into this MOU pursuant to the March 7, 2005,  
54 Joint Powers Agreement between Santa Fe County and the City of Santa Fe and associated state,  
55 county, and municipal laws related thereto.

### 56 **E. Agreement Principles**

#### 57 **E.1 Memorandum of Agreement and Protocols between DOE and the Pueblo** 58 **de San Ildefonso**

59 The Parties recognize that DOE must comply with the requirements of the 2014 Memorandum  
60 of Agreement between DOE and the Pueblo, and the associated *Protocols for Access to Pueblo Lands*  
61 *and for Protecting Confidential Pueblo Information* pertaining to activities on, and information gathered  
62 by, DOE on Pueblo de San Ildefonso property. DOE will consult with the Pueblo as necessary regarding  
63 the use of information gathered pursuant to this MOU.

#### 64 **E.2 Los Alamos / Pueblo Canyons Early Notification System**

65 The Early Notification System is to provide real time stream flow data to the BDD at the following  
66 locations to enable the BDD staff to make decisions regarding facility operations, including temporarily  
67 ceasing diversion of water from the Rio Grande. The system includes the following parts:

- 68 • LANL Gage Station E050.1 in Los Alamos Canyon above the Pueblo Canyon confluence,
- 69 • LANL Gage Station E060.1 in Pueblo Canyon above the Los Alamos Canyon confluence,
- 70 • Station E062.1 in the narrow canyon below the confluence of Los Alamos and Pueblo Canyons,
- 71 and
- 72 • Station E099 in Guaje Canyon.

73 LANL ENS stations E050.1 and E060.1 will be equipped with gaging (flow measurement) capabilities,  
74 real-time conveyance of stream-flow data (telemetry), camera capability to act as a backup for the  
75 gaging capabilities, and automated storm water samplers. Flows at the LANL gaging stations E060.1 and  
76 E050.1 shall be measured within a trapezoidal supercritical-flow flume design as reported in  
77 "Techniques of Water-resources Investigations of the United States Geological Survey, Chapter A14, Use  
78 of Flumes in Measuring Discharge" (F.A. Kilpatrick and V.R. Snyder, 1983), and between approximately 1  
79 and 350 cubic feet per second (cfs). The system shall be capable of a low flow trigger stage of 5 cfs  
80 (adjustable).

81 Flow indication at all stations will consist of either a visual (camera) or transducer signal as confirmation  
82 of storm water flows at the locations to provide for better time studies on storm water flow travel from  
83 gage stations to the Rio Grande and to the point of diversion at the BDD. Maintenance of the flow  
84 indication equipment shall be the responsibility of DOE.

85 The BDD Board will, at its discretion, consult with the Pueblo de San Ildefonso regarding the installation  
86 of a real-time flow indicator(s) at the lower Los Alamos Canyon and the Rio Grande.

### 87 **E.3 Los Alamos / Pueblo Canyons Storm Water Quality Sampling System**

88 The sample collection system will provide water quality contaminant sampling data from storm water  
89 flow events at the LANL ENS gage stations to characterize and quantify the relationship of LANL  
90 contaminants in Los Alamos/Pueblo Canyon storm water flows into the Rio Grande in relation to the  
91 base flows and regional storm water flows. Gage stations E050.1 and E060.1 shall be equipped with  
92 automated samplers that will be triggered by the occurrence of runoff at these stations. DOE funds all  
93 sampling activities for this water quality system as part of monitoring pursuant to Section VII of the  
94 Compliance Order on Consent to evaluate contaminant transport mitigation measures within the LA/P  
95 watershed.

96 The samplers shall be capable of collecting samples from flow events greater than 5 cfs such that  
97 samples can be correlated with samples collected at the BDD intake through hydrograph comparison.  
98 The analyte list for these samplers is contained in Appendix A of this MOU and is generally consistent  
99 with, but contains negotiated changes to, the NMED-approved Los Alamos and Pueblo Canyon Sediment  
100 Transport Monitoring Plan for storm water monitoring in Los Alamos and Pueblo Canyons. Sampling  
101 shall be conducted from June through October of each year.

102 The Parties will review the available data, the analyte list, and the sampling protocols (e.g., trigger stage,  
103 sample collection process, etc.) during the Biannual Review. DOE will notify the BDD Board of any

104 changes in the NMED-approved workplan. The collection and processing of samples will be in  
105 accordance with the LANL standard operating procedures (SOP) listed in Appendix A. The analytical  
106 methods are listed in Appendix A and will follow EPA guidelines and methods.

107 DOE shall maintain the sampling system as necessary, with samplers to be inspected weekly from June  
108 through October and after each flow event, in accordance with LANL SOPs listed in Appendix A. Samples  
109 will be collected after each flow event or within 72 hours of the event. In the event any station is not  
110 functioning, DOE shall notify the BDD and repair the station so the time period of inoperability is as  
111 short as possible. Inspection and repair schedules will be contingent on safe working conditions. If the  
112 period of operability is expected to exceed 48 hours, the DOE will communicate as quickly as practicable  
113 with the BDD staff via telephone call and/or email.

114 The Parties acknowledge that the inoperability of any ENS station during subsequent flow events and  
115 the inability to collect another set of samples is not an invalidation of the sampling program. Every  
116 event is not necessary to be sampled to contribute to the contaminant fate analysis and the evaluation  
117 of LANL contaminant contributions to the samples collected at the BDD intake location.

#### 118 **E.4 Rio Grande at BDD Project Location Sampling Program**

119 The purpose is to provide both base-flow and event-based sampling of the Rio Grande when triggered  
120 by notification of flows in Los Alamos and/or Pueblo Canyons or as determined by the BDD Board for the  
121 purpose of water quality sampling at the Rio Grande at BDD in the search for operational criteria for  
122 ceasing diversion.

123 The sampling system includes a dedicated sampling station equipped with automated samplers that can  
124 be triggered by notification of Los Alamos and Pueblo Canyons' flows from the ENS gage stations, or by  
125 the BDD staff. The BDD Board shall retain title to the sampling equipment and shall own and operate  
126 the equipment at the BDD intake.

127 DOE shall pay up to \$96,000 in sampling and analytical costs per year for each of the three (3) years  
128 under this MOU (2015, 2016, and 2017). The BDD Board shall be responsible for any additional sampling  
129 costs, and the BDD Board is responsible for all maintenance, inspection and repair of the sampling  
130 station located at the BDD intake. DOE will seek funding via a grant to the BDD Board for the sampling  
131 and analytical costs. If such a grant is not available by March 31, 2015, DOE will be directly responsible  
132 for all sampling and analytical costs until an alternative funding mechanism is implemented.

133 The analyte list for these samplers is contained in Appendix A of this MOU. Sampling shall be conducted  
134 from June through October of each year. The Parties will review the available data, the analyte list, and  
135 the sampling protocols (e.g., trigger stage, sample collection process, etc.) during the Biannual Review.  
136 The collection and processing of samples will be in accordance with BDD sampling procedures listed in  
137 Appendix A of this MOU and that are consistent with the LANL standard operating procedures (SOP)  
138 listed in Appendix A. The analytical methods are listed in Appendix A and will follow EPA guidelines and  
139 methods.

140 The BDD Board shall fund the maintenance, inspection, and repair of the BDD intake sampling system as  
141 necessary effective July 1, 2015. Samplers shall be inspected weekly from June through October and  
142 after each flow event. Samples will be collected after each flow event or within 72 hours of the event.  
143 In the event the station is not functioning, BDD staff shall notify DOE and repair the station so the time  
144 period of inoperability is as short as possible. Inspection and repair schedules will be contingent on safe  
145 working conditions. If the period of operability is expected to exceed 48 hours, BDD staff will  
146 communicate as quickly as practicable with the DOE via telephone call and/or email.

147 The Parties acknowledge that the inoperability of the BDD intake station during subsequent flow events  
148 and the inability to collect another set of samples is not an invalidation of the sampling program. It is  
149 not necessary that every event be sampled to contribute to the contaminant fate analysis and the  
150 evaluation of LANL contaminant contributions to the samples collected at the BDD Project location.

### 151 E.5 TREAT Study

152 BDD Board will fund a continuation of the Contaminant Fate Analysis that was started under the 2010  
153 MOU under "The Removal Efficiency and Assessment of Treatments" (TREAT) Study. The TREAT Study  
154 will examine the treatment efficiency of the conventional and advanced treatments at the BDD with  
155 respect to contaminants in order to help determine the BDD operational criteria for diversion from the  
156 Rio Grande. The TREAT Study will focus on the capabilities of the BDD with respect to removal of  
157 contaminants as they are found to occur in the Rio Grande at BDD intake.

### 158 E.6 Analysis

159 The BDD Board will fund and BDD staff will be the lead on an annual report on the analysis of the data  
160 collected under this MOU. DOE will provide input and comments to the BDD report. Each annual report  
161 will be updated with the data from the latest monitoring period. The objective of the report is to  
162 summarize and present the collected data in the search for BDD operational criteria that determines the  
163 operational criteria for diversions from the Rio Grande. The report shall be reviewed and comments  
164 provided by DOE by May 31 of each year with the goal of revising the Appendix A sampling plan before  
165 the next storm season.

166 The BDD Board will conduct an evaluation of the water quality monitoring results and TREAT data and  
167 make a determination on operational parameters or criteria on whether or when to cease diverting  
168 from the Rio Grande. DOE will provide technical input on the report and shall be afforded an  
169 opportunity to review and comment on the report.

## 170 F. BDD Project Data Sharing

171 DOE shall be responsible for the costs associated with the sampling and analyses from the primary ENS  
172 components listed in Section E.2 in Los Alamos and Pueblo Canyons. Analytical results from E060.1 and  
173 E050.1 sampling will be made available to the BDD staff via the Intellus database within 30-60 calendar  
174 days after DOE receives sampling results from the analytical laboratory. Paper copies of the results will

175 not be provided. Flow results from the secondary locations listed in Section E.1 shall be transmitted to  
176 the BDD staff no later than concurrently with the primary sample results.

177 DOE will, on at least an annual basis, update the transit time for storm water flows (from meteorological  
178 tower reports, the E050.1 and E060.1 gage stations, E062.1, and E099 flow indicators) between Lower  
179 Los Alamos Canyon at Rio Grande flow indication location and the BDD intake to determine transit time  
180 for various storm intensities and flows. BDD staff will provide technical input on the report and shall be  
181 afforded an opportunity to review and comment on the information.

182 Analytical results from the BDD intake will be made available to both the BDD Board and DOE via the  
183 Intellus database as soon as they are available.

184 The BDD Board will make records available to the DOE consistent with this MOU and that are generally  
185 available to the public, and this information shall be used in the Biannual Review process.

## 186 **G. Coordination**

187 DOE and the BDD Board will coordinate as necessary with the Pueblo de San Ildefonso and the New  
188 Mexico Environment Department on any issues related to the implementation of this MOU, and will  
189 engage in any consultation required to accomplish the purposes of this MOU.

190 Coordination between the Parties shall be to the mutual benefit of both parties and shall include data  
191 sharing (as above), technical assistance, and data and analysis reviews. Both parties should allow at  
192 least one week for response when requesting technical assistance or data and for analysis reviews, and  
193 should strive for more time to meet needs.

## 194 **H. Biannual Review**

195 The Parties shall meet twice annually to discuss issues related to this MOU. The meeting target months  
196 shall be October and April each year.

## 197 **I. Contacts**

198 All notices, correspondence, and communications arising under this MOU shall be provided to the  
199 representatives listed below, and any notice, demand, request, or information authorized of related to  
200 this MOU shall be deemed to have been given if mailed (return receipt requested), hand-delivered, or  
201 faxed (with confirmation of transmission) as follows:

- 202 • **DOE**
- 203 Peter Maggiore
- 204 Assistant Manager, Environmental Projects Office
- 205 Los Alamos Field Office / NNSA / DOE
- 206 3747 West Jemez Road, MS-A316



207 Los Alamos, NM 87544  
208 Phone: 505-665-05925  
209 Cell: 505-695-5109  
210 Email: [Peter.Maggiore@nnsa.doe.gov](mailto:Peter.Maggiore@nnsa.doe.gov)

211  
212 With copy to:  
213 DOE Counsel  
214 Silas Deroma  
215 Phone: 505-667-4668  
216 Email: [Silas.Deroma@nnsa.doe.gov](mailto:Silas.Deroma@nnsa.doe.gov)

217  
218 • **BDD Board**  
219 Charles Vokes  
220 BDD Facility Manager  
221 Buckman Direct Diversion  
222 341 Caja De Rio Road  
223 Santa Fe, NM 87506  
224 Phone: 505-955-4507  
225 Email: [cmvokes@ci.santa-fe.nm.us](mailto:cmvokes@ci.santa-fe.nm.us)

226  
227 With copy to:  
228 BDD Board Counsel  
229 Nancy Long  
230 Long and Komer  
231 2200 Brothers Road  
232 P.O. Box 5098  
233 Santa Fe, NM 87502  
234 Cell: 505-470-2158  
235 Email: [nlong@nm.net](mailto:nlong@nm.net)

## 236 **J. Period of Agreement, Modification, or Termination**

237 This MOU is effective upon the signature of the BDD Board and DOE as shown below. This agreement is  
238 intended to address 2015, 2016 and 2017 and shall expire on December 1, 2017, UNLESS both Parties  
239 agree to extend this MOU for an optional three (3) year period. This optional extension may be  
240 executed by a re-signed copy of the signature page by the respective authorized parties to this MOU.

241 The Parties may modify this MOU by written amendment and in the same manner as this MOU was  
242 executed. Either Party may unilaterally terminate this MOU before the date of expiration, provided the  
243 party seeking termination provides written notice to the other party's representative 90 days before the  
244 intended termination date.

245 **K. Dispute Resolution**

246 If the Parties disagree over how to interpret this MOU, representatives of the Parties shall present their  
247 differences in writing to the Points of Contact for the other Party. If the Parties fail to resolve their  
248 differences within 30 days, the BDD Project Facility Manager and the Los Alamos Field Office  
249 Environmental Projects Office Assistant Manager shall prepare a written description of the dispute and  
250 the BDD Board Chair and the DOE Los Alamos Field Office Manager shall meet to reconcile the dispute.  
251 These representatives shall use efforts such as negotiation, facilitation, and mediation to resolve the  
252 dispute.

253 **L. Other Provisions**

254 Nothing in this MOU is intended to conflict with requirements of the Parties or applicable laws. Any  
255 such conflicting terms shall be invalid, but the remainder of this MOU shall remain in effect. If a term is  
256 deemed invalid, the Parties shall take appropriate action, including amendment or termination. The  
257 activities described in this MOU are consistent with, and will be carried out subject to, all known  
258 policies, regulations, and applicable laws that pertain to the parties.

259 This MOU in no way restricts the Parties from participating in any activity with other public or private  
260 agencies, organizations, or individuals.

261 Activities described in this MOU are subject to the availability of appropriated fund. Both the BDD Board  
262 and Los Alamos Field Office Environmental Projects Office Assistant Manager shall make the  
263 appropriations of funds for the activities described in this MOU a priority when seeking regular or  
264 project specific funding requests.

265 This MOU describes the basis on which the parties will cooperate on the topics described herein. This  
266 MOU is NOT a financial obligation that serves as a basis for expenditures, and any financial obligations  
267 necessary to carry out the activities described herein shall be addressed in other documents internal to  
268 each party. Expenditure of funds, human resources, equipment, supplies, facilities, training, public  
269 information, and technical expertise will be provided by each party as necessary to fulfill its obligations  
270 under this MOU.

271 This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is  
272 intended to obligate the parties to expend, exchange, or reimburse funds, services, or supplies, or  
273 transfer or receive anything of value. Any requirement for the payment or obligation of funds by DOE  
274 established by the terms of this MOU shall be subject to availability of funds and Secretarial discretion,  
275 and no provision herein shall be interpreted to require obligation or payment of funds in violation of the  
276 Anti-Deficiency Act, 31 U.S.C. §1341.

277 This MOU is not legally enforceable and shall not be construed to create any legal obligation n the part  
278 of either party. This MOU shall not be construed to provide a private right, or cause of action, for or by  
279 any person or entity.

280 **M. Signatures**

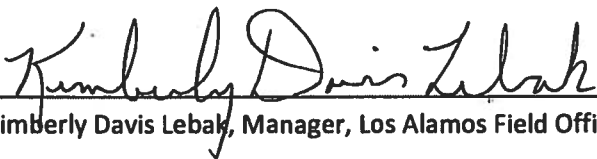
281 NOW, each of the BDD Board and DOE has caused this MOU to be executed and delivered by its duly  
282 authorized representatives as of the last date shown below,

283  
284 BDD Board

285  
286   
287 \_\_\_\_\_  
288 Joseph Maestas, BDD Board Chair

1-8-15  
Date

289  
290  
291  
292 DOE

293  
294   
295 \_\_\_\_\_  
296 Kimberly Davis Lebak, Manager, Los Alamos Field Office

1/12/15  
Date

298 This Memorandum of Understanding is valid for three years from the date of the last signature.

299

300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311

THIS PAGE INTENTIONALLY LEFT BLANK

## ***Appendix A*** ***Sampling and Analysis Plan***

The tables that follow the text below contain the analytes for the water quality sampling in accordance with this Memorandum.

### **Regarding LA/Pueblo Canyon Telemetry:**

1. Telemetry used to communicate flow data from the gaging stations to the BDD shall provide a received signal level at each receiver with a fade margin of no less than 25 dBm above the equipment receiver threshold. Telemetry equipment shall include battery backup sized to provide a minimum 12 hour operation after failure of primary power. Battery run time shall be calculated in a mode of operation consistent with frequent data transmission during a slow event.
2. The amount of time between a station trigger and when notification is available to the BDD will be as short as is practical, with a goal not to exceed 1minute.

### **Regarding LA/Pueblo Canyon Water Quality Sampling:**

1. The goals of the sampling strategy are to collect data that represent variations in contaminant concentrations and suspended sediment concentration (SSC) within runoff events across a typical hydrograph for each location (Monitoring Plan for LA/P Canyon Sediment Transport Mitigation Project (LA-UR-09-6563)).
2. Each of the gages will be monitored continuously for stage. Samples at E050 and E060 will be triggered by 5-cfs flows to ensure sampling at flows that may extend to the Rio Grande (Monitoring Plan for LA/P Canyon Sediment Transport Mitigation Project (LA-UR-09-6563)).
3. Prioritization of analytes if water volume is insufficient to fulfill suite is unfiltered, then filtered, and by constituents: SSC, Isotopic Plutonium, Am-241 (HASL-300), Sr-90, Isotopic Uranium, Radium-226/228, Gross alpha/beta, radionuclides by gamma spec, target analyte list metals, PCBs, dioxin/furans, perchlorates, cyanide, TOC.
4. All events exceeding 5cfs at E050.1 and E060.1 will be analyzed for the parameters in Table 2.

### **Regarding Detection Limits in the Analyte Tables:**

Method reporting limits for sample analyses for each medium shall be established at the lowest level practicable for the method and analyte concentrations and shall not exceed soil, groundwater, surface water, or vapor emissions background levels, cleanup standards, and screening levels. The preferred method detection limits are a maximum of 20 percent of the background, screening, or cleanup levels. Detection limits that exceed established soil, groundwater, surface water, or air emissions cleanup standards, screening levels, or background levels and are reported as "not detected" shall be considered data quality exceptions and an explanation for the exceedance and its acceptability for use shall be provided. (Section IX.C.3.c Method Reporting Limits from the Consent Order).

## **Regarding BDD Intake Water Quality Sampling:**

The sampler set up at the BDD intake contains 4 autosamplers. The samplers installed at the BDD intake are ISCO Model 3700. The BDD staff maintains the equipment of these samplers.

The samplers can communicate remotely with the BDD Treatment Plant. The samplers can be started or stopped at any time during storm events, and can be programmed to sample at any frequency and order. Sample collection timing and bottle fill sequence for each sampler can be programmed as well.

## **Sampling Strategy at BDD Intake**

The early notification for BDD to stop diverting and start sampling is a 5 cfs flow in the LA/P canyon system. Consequently, the time for this flow's arrival at the BDD is programmed into the software program or estimated the BDD operators, and at that time the "storm event" procedure is triggered: stop diversion, start sampling. The sampling sequence may be triggered by change in stage of the Rio Grande as well.

## **Automated Storm Event Sample Collection at BDD Intake**

When a flow greater than 5 cfs is detected by a sensor at E050.1 and/or E060.1, a signal is automatically transmitted electronically to the BDD's Supervisory Control and Data Acquisition system (SCADA). Usually, 75 minutes (or as determined by the BDD operator) after the transmission of the signal from either E050.1 or E060.1, SCADA will automatically transmit a start signal to autosamplers located near the BDD's diversion structure, and it would fill out the pre-loaded collection containers at programmed intervals. Signals are automatically transmitted electronically to the BDD's Supervisory Control and Data Acquisition system (SCADA). When a flow greater than 5 cfs is detected by the SCADA at E050.1 and/or E060.1 or a combined flow of the two stations is greater than 5 cfs, the ENS sequencing will begin. After time calculated delays have expired (or as determined by the BDD operator), SCADA will automatically transmit a start signal to autosamplers located near the BDD's diversion structure, and it would fill out the pre-loaded collection containers at programmed intervals.

## **Deviations from Pre-Programmed Sample Collection**

The LANL gauging stations are equipped with cameras which may help in estimating the LA/P canyon flow arrival or whether to determine if any false alarm is triggered. The BDD operators do not rely exclusively on the early 5cfs notification. After the notification is received at the BDD, the storm event is verified by the video cameras at the gauging stations, or evaluated from weather point of view and/or timing in the season, in order to correct the flow arrival in determining the best time to stop diversion and start sampling. The BDD operator may correct or change the pre-programmed trigger times listed earlier. Sometimes, equipment may be malfunctioning, or in case of very strong flash floods, sensors

may be out of service. At such times the cameras become the sole tool for estimating flow arrival, or verification of a storm event.

## Notification to Partners

Storm events and sampling during events is communicated to the BDD partners via email.

## Analytes and Methods

Samples collected during stormwater sampling will be screened at BDD in order to determine the best representatives of before, during, and after the event. Then, the samples will be sent to a lab and analyzed for the following analytes using the methods listed in Table 3.



**Table 1: Standard Operating Procedures**

SOP Number/Title	Application			
	Stream Gage/Sampler Maintenance	LA/P Canyon Storm Water Quality Data	Rio Grande above Otowi Location	Rio Grande at BDD Diversion Location
SOP-5213 Collecting Storm Water Runoff Samples and Inspecting Samplers	✘	✘	✘	
SOP-5214 Installation, Setup and Maintenance of ISCO Samplers		✘	✘	
SOP-5215 Processing Storm Water Samples		✘	✘	
EP-ERSS-SOP-5057 Handling, Packaging and Transporting Field Samples		✘	✘	
SOP-5255 Shipping of Environmental Samples by the WES Sample Management Office (SMO)		✘	✘	
ENV-WQH-SOP-009.3 Operation and Maintenance of Stream Gaging Stations	✘	✘	✘	
<b>BDD Procedures</b>				
BDD SOP				✘



**Table 2: Los Alamos/Pueblo Canyon Storm Water Quality Sampling**

Analytes	Method	Detection Limit	Field Prep Code
Suspended Sediment Concentration	ASTM:D3977-97	3 mg/L	UF
TAL metals (23) plus Hg	EPA:200.7, EPA: 200.8, EPA:245.2	0.2-300 mg/L	UF
Hardness	SM:A2340B	2 mg/l	UF
Gross alpha	EPA:900	3 pCi/L	F, UF
Gross beta	EPA:900	3 pCi/L	F, UF
Strontium-90	EPA:905.0	0.5 pCi/L	UF
Americium-241	HASL-300:AM-241	0.05 pCi/L	UF
Gross gamma	EPA:901.1	15 pCi/L	UF
Cesium-137	EPA:901.1	5 pCi/L	UF
Cobalt-60	EPA:901.1	5 pCi/L	UF
Sodium-22	EPA:901.1	10 pCi/L	UF
Neptunium-237	EPA:901.1	40 pCi/L	UF
Potassium-40	EPA:901.1	75 pCi/L	UF
Radionuclides by gamma spec	EPA:901.1	varies	UF
Plutonium (isotopic)	HASL-300:ISOPU	0.05 pCi/L	UF
Uranium (isotopic)	HASL-300:ISOU	0.05 pCi/L	UF
Dioxin/Furans	SW-846:8290	0.2-0.5 pCi/L	UF
PCBs	EPA 1668A	20-150 pCi/L	UF
Radium-226 & 228	EPA:903.1 & EPA:904.4	1 pCi/L	UF

**Table 3: Rio Grande at BDD Diversion Sampling Program**

Analytes	Method	Detection Limit	Field Prep Code
Suspended Sediment Concentration	ASTM:D3977-97	3 mg/L	UF
TAL metal (23) plus Hg	EPA:200.7, EPA: 200.8, EPA:245.2	0.2-300 mg/L	F, UF
Hardness	SM:A2340B	2 mg/l	UF
Gross alpha	EPA:900	3 pCi/L	F, UF
Gross beta	EPA:900	3 pCi/L	F, UF
Strontium-90	EPA:905.0	0.5 pCi/L	F, UF
Americium-241	HASL-300:AM-241	0.05 pCi/L	F, UF
Gross gamma	EPA:901.1	15 pCi/L	UF
Cesium-137	EPA:901.1	5 pCi/L	F, UF
Cobalt-60	EPA:901.1	5 pCi/L	F, UF
Sodium-22	EPA:901.1	10 pCi/L	F, UF
Neptunium-237	EPA:901.1	40 pCi/L	F, UF
Potassium-40	EPA:901.1	75 pCi/L	F, UF
Radionuclides by gamma spec	EPA:901.1	varies	UF
Plutonium (isotopic)	HASL-300:ISOPU	0.05 pCi/L	F, UF
Uranium (isotopic)	HASL-300:ISOU	0.05 pCi/L	F, UF
Dioxin/Furans	SW-846:8290	0.2-0.5 pCi/L	UF
PCBs	EPA 1668A	20-150 pCi/L	UF
Radium-226 & 228	EPA:903.1 & EPA:904.4	1 pCi/L	F, UF
TDS	EPA:160.1	10 pCi/L	F
TOC	SW-846:9060	1 mg/L	UF
PADS-particle size analysis	ASTM C-1070-01	0.1 %	UF
Perchlorate	SW846 6850 Modified	0.02 mg/l	UF