

LETTER OF AGREEMENT

BETWEEN

THE NEW JERSEY STATE DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

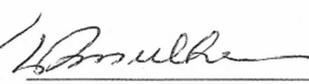
AND

STATE OF DELAWARE

DELAWARE EMERGENCY MANAGEMENT AGENCY

Our agency has reviewed the Memorandum of Understanding contained in the Agreements Section of the State of Delaware Radiological Emergency Plan.

We concur that the MOU is still effective and that our agency shall adhere to the principles set forth in the MOU.

	
Robert C. Shinn, Jr. Commissioner New Jersey State Department of Environmental Protection and Energy	John P. Mulhern Director Delaware Emergency Management Agency

3/19/01  
Date

2-9-01  
Date

**DE Radiological Emergency Plan  
Section 11.1  
Rev 7      November 2005**

IN WITNESS WHEREOF, the parties have hereunto executed this Memorandum of Understanding.

S. \_\_\_\_\_  
Captain Kevin Hayden  
Deputy State Director  
Emergency Management,  
New Jersey State Police

S.   
Mr. John P. Mulhern  
Director  
Delaware Emergency Management  
Agency

Date \_\_\_\_\_

Date June 5, 2000

S. \_\_\_\_\_  
Mr. Robert C. Shinn, Jr.  
Commissioner  
New Jersey State Department of  
Environmental Protection

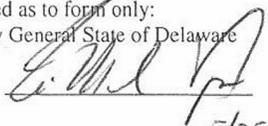
S.   
The Honorable Nicholas DiPasquale  
Secretary  
Delaware Department of Natural  
Resources and Environmental Control

Date \_\_\_\_\_

Date June 21, 2000

**DE Radiological Emergency Plan**  
**Section 11.1**  
**Rev 7      November 2005**

Approved as to form only:  
Attorney General State of Delaware

By:   
Date 5/25/00

Planning/NBC/MOU/NJ-nbr

DEPARTMENT OF LAW AND PUBLIC SAFETY  
OFFICE OF THE ATTORNEY GENERAL

INTEROFFICE MEMORANDUM

**TO:** Carl Wyhopen  
Deputy Attorney General

**FROM:** Philip H. Hopkins, Jr.   
Deputy Attorney General

**DATE:** November 14, 2001

**SUBJECT:** Delaware Emergency Management Agreement

I reviewed the attached Delaware Memorandum of Understanding as requested. This MOU was reviewed and revised in August 2000. The present MOU is unchanged from that version and I am not aware for any need for further amendments.

PH/attach  
c: DAG Balint

DE Radiological Emergency Plan

Section 11.1

Rev 7 November 2005

DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF STATE POLICE

RECEIVED  
01 NOV 14 08:38

DATE October 24, 2001

MEMORANDUM TO:

DAG Carl Wyhopp  
DAG Thomas Balint  
Office of the Attorney General

DEPT OF  
LAW & PUBLIC SAFETY  
OFFICE OF THE ATTORNEY GENERAL

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
SCAN Number

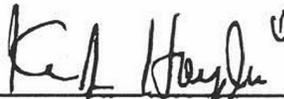
SUBJECT : Delaware Memorandum of Understanding

Enclosed is a copy of the Delaware Emergency Management Agency (DEMA) Memorandum of Understanding (MOU) between New Jersey and Delaware. This MOU was last revised in early 1998.

It is respectfully requested that your office conduct a legal review of this agreement. Endorsement will be held in abeyance pending your legal review.

For your information and consideration.

FOR COLONEL CARSON J. DUNBAR, JR.  
SUPERINTENDENT



\_\_\_\_\_  
Kevin J. Hayden, Captain  
Acting Commanding Officer  
Emergency Management Section

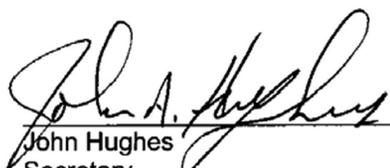
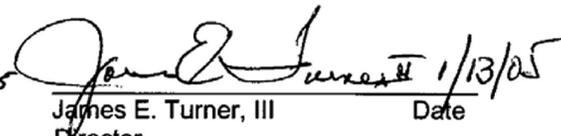
KJH/JLC:pmw  
Att

G:\EMM\MOU\agreement with the state of delaware.jd.wpd  
EMS #0001506

LETTER OF AGREEMENT  
BETWEEN  
THE DELAWARE STATE DEPARTMENT OF NATURAL RESOURCES AND  
ENVIRONMENTAL CONTROL  
AND  
STATE OF DELAWARE  
DELAWARE EMERGENCY MANAGEMENT AGENCY

Our agency has reviewed the Memorandum of Understanding contained in the Agreements Section of the State of Delaware Radiological Emergency Plan.

We concur that the MOU is still effective and that our agency shall adhere to the principles set forth in the MOU.

	<u>1/20/05</u>		<u>1/13/05</u>
John Hughes	Date	James E. Turner, III	Date
Secretary		Director	
DE Department of Natural Resources and Environmental Control		DE Emergency Management Agency	

AGREEMENT

FOR

**RADIATION INSTRUMENT MAINTENANCE AND CALIBRATION SERVICES**

THIS AGREEMENT IS ENTERED INTO BETWEEN THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF STATE POLICE, OFFICE OF EMERGENCY MANAGEMENT AND THE STATE OF DELAWARE, DEPARTMENT OF PUBLIC SAFETY, EMERGENCY MANAGEMENT AGENCY.

A. AUTHORITY AND PURPOSE

1. The Department of Public Safety, Delaware Emergency Management Agency (hereinafter DEMA) is authorized pursuant to 29 Del. C. Section 8208, and the Office of Emergency Management (hereinafter NJOEM) is authorized pursuant to the Emergency Management Act, N.J.S.A., App. A:9-59, with the approval of the Governor of New Jersey, to enter into an agreement for the New Jersey State Police (NJSP) Calibration Laboratory to provide Radiation Instrument Maintenance and Calibration (RIMC) services to the DEMA.
2. DEMA maintains an inventory of the following radiation monitoring survey and radiological exposure control devices:

Radiation Survey Instruments                      (100) CDV, Eberline and Ludlum.  
Various Models

o Portal Monitor:    (2) Ludlum Model 52  
Various Models

Air Sampler:    (6) Radeco Model 89HV  
Various Models

o Direct Reading Dosimeters:                      (1400) CDV, Dosimeter Corp., FEMA  
Various Models

o Thermal Luminescent:                                      (130,0) Teledyne Model PB5

Other Radiological Instruments

B. CONDITIONS OF AGREEMENT

1. NJOEM agrees that the NJSP Calibration Laboratory will adjust and calibrate the above listed instruments annually on a rotational cycle agreeable to DEMA, with the exception of Thermal Luminescent Dosimeters, which will be annealed only.

Initially, all instruments will be checked, adjusted and calibrated as soon as possible on a schedule compatible with the requirements of DEMA. After the first round of calibration services, NJOEM will receive from DEMA approximately one-fourth of the radiation survey and dosimeter instruments on a quarterly basis for adjustment and calibration.

2. Radiation instrument adjustment and calibration services shall be performed in accordance with Radiological Emergency Preparedness guidance and instructional memorandums provided and/or authorized by the U.S. Nuclear Regulatory Commission (NRC) and the Federal Emergency Management Agency (FEMA).
3. The laboratory is licensed by the Nuclear Regulatory Commission. The facility currently maintains four (4) Cesium - 137 calibrators with the capability to calibrate background to gamma ranges of 500R, including self-rating dosimetry. All calibrators and sources are National Bureau of Standards traceable standards.
4. NJSP Calibration Laboratory shall maintain performance specifications in accordance with American Nuclear Science Institute Standard N13.11-1193, Personal Dosimetry Performance Criteria for Testing, as referenced in FEMA-REP-14, Radiological Emergency Preparedness Exercise Manual, September, 1991.
5. NJSP Calibration Laboratory personnel have degrees in physical sciences and the field of electronics. A Laboratory Safety Committee provides oversight to the operations of the facility. The Laboratory has been inspected by the U.S. Occupational and Safety and Health Administration (OSHA) and is in "Right To Know" compliance.
6. The NJSP Calibration Laboratory is located at 166 River Road, Princeton, New Jersey 08540. The facility is secured and the site is protected New Jersey State Police property. Alarm and fire suppression systems are installed at the facility and are tested annually.

**DE Radiological Emergency Plan**

**Section 11.2**

**Rev 7**

**November 2005**

7. DEM A will be solely responsible for shipping instruments to and from the NJSP Calibration Laboratory. All costs associated with shipping and or damages caused by shipping will be borne by DEM A.
8. DEM A is responsible for scheduling the calibration of instruments. However, calibration labels will be adhered to the radiation survey instruments by NJOEM, which will include, along with other technical information, the date when the unit should be returned for adjustment and calibration.
9. Upon receiving a shipment of instruments, the NJSP Calibration Laboratory will review the devices for serviceability. The instruments will then undergo adjustment and calibration. If during the calibration process a unit is determined to be in need of repair, the technician will notify the NJSP Calibration Laboratory Supervisor who will, in turn, determine the nature or extent of repairs. If minor, in nature, such as loose connections, cleaning of terminals, etc., the Supervisor of the facility will authorize repairs. If replacement parts are required to return the instrument's operational integrity, the NJSP Calibration Laboratory Supervisor will notify the DEM A director prior to completing any repairs and provide DEM A with the approximate cost of repair. If the replacement of parts is authorized by DEM A, the laboratory will make the replacement if the part is in stock. If replacement part is not in stock, the DEM A director will be responsible for authorizing the laboratory to procure and install the necessary replacement part.
10. NJSP Calibration Laboratory will ensure that approximate adjustment and calibration schedule turn-around time for each shipment of instruments is within the range requested by DEM A. Except in unusual circumstances, serviced devices shall be shipped back to DEM A within 30 days from the date of receipt. Unusual maintenance, parts replacement or other repair service to one or more of the instruments will not delay the return nor change the adjustment and calibration schedule for the remaining instruments.
11. Requests for special maintenance services beyond or in addition to the equipment described herein may be honored by NJSP Calibration Laboratory in so far as possible at additional cost agreed upon by the parties.

This agreement will be governed and interpreted under the law of the State of New Jersey.

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**C. COSTS - MAINTENANCE AND CALIBRATION SERVICE**

1. NJSP Calibration Laboratory will provide adjustment and calibration service at cost as follows:

Radiation Survey Instruments:	\$20.00 each
* Portal Monitor:	\$100.00
Air Samplers:	\$60.00
Direct Reading Dosimeters	\$ 5.00 each
Thermal Luminescent Dosimeters (Anneal only):	\$ 1.00 each

2. All Ludlum radiation survey instruments will be calibrated with Duracell Batteries. Non-alkaline batteries will be used for all other brands of radiation survey instruments. DEMA and/or the custodial local government-rients will be responsible for replacement of batteries in equipment after calibration and prior to field use.  
  
Duracell Batteries are recommended and shall be utilized in all Ludlum radiation survey instruments. Replacement of NiCa batteries will be handled as spare parts as provided in Section B - 9 above.
3. Equipment repair or replacement of damaged instruments will be at an additional cost Or as agreed to by the DEMA director.
4. Calibration labels will be affixed to the side of radiation survey instruments stating calibration date, due back date, source utilized and technician's initials. Authenticity of calibration of pocket dosimeters will be established within a listing of each dosimeter by serial number. This documentation will include dosimeter model, serial
5. NJSP Calibration Laboratory will affix a seal and/or instruction cautioning that tampering or field adjustment of instruments will void the calibration. DEMA will ensure that unit integrity is maintained both while in custodial care as well as during field use.
6. All original calibration documents will be maintained by the NJSP Calibration Laboratory. A photo-copy will be provided to DEMA.

**D.      METHOD AND FORM OF PAYMENT**

Invoices shall be submitted by NJOEM directly to the payment address shown below. Payment will be made within thirty (30) days of receipt of a proper invoice **for the amount** of payment due, or thirty (30) days after receipt of goods or services, whichever is later.

Address invoices to: Delaware Emergency Management Agency  
165 Brick Store Landing Road  
Smyrna, DE 19977  
Attn: Accounts Payable

**E.      PRINCIPAL POINTS OF CONTACT FOR AGREEMENT**

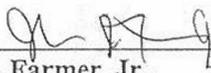
1.      State Radiological Officer  
New Jersey State Police, Office of Emergency Management  
P.O. Box 7068  
West Trenton, New Jersey 08628 0068
  
2.      Supervisor  
NJSP Calibration Laboratory  
166 River Road  
Princeton, New Jersey 08540
  
3.      Radiological Planner  
Delaware Emergency Management Agency  
165 Brick Store Landing Road  
Smyrna, DE 19977
  
4.      Radiological Technician  
Delaware Emergency Management Agency  
165 Brick. Store Landing Road  
Smyrna, DE 19977

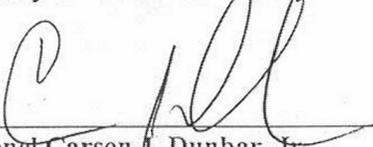
**F.      EXECUTION OF AGREEMENT**

1.      This Agreement is hereby authorized by the State of Delaware and the State of New Jersey by the affixing of signatures by officials representing each agency and authorized as presented below.

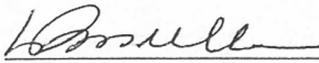
- 2. This Agreement may be terminated by either party, after the initial twelve (12) months of the contract period, upon sixty (60) days written notice to the other party.

STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY  
OFFICE OF EMERGENCY MANAGEMENT

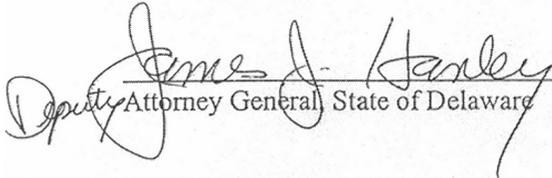
 3/28/01  
 \_\_\_\_\_ Date  
 John J. Farmer, Jr.,  
 Attorney General of New Jersey

 3/23/2007  
 \_\_\_\_\_ Date  
 Colonel Carson J. Dunbar, Jr.  
 Superintendent of State Police  
 State Director of Emergency Management

STATE OF DELAWARE  
DEPARTMENT OF PUBLIC SAFETY  
DELAWARE EMERGENCY MANAGEMENT AGENCY (DEMA)

 2/23/01  
 \_\_\_\_\_ Date  
 John P. Mulhern, Director

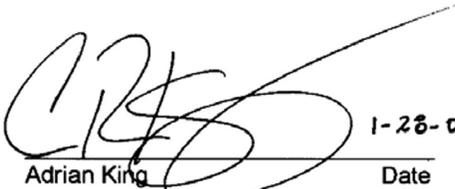
Approved as to form only:

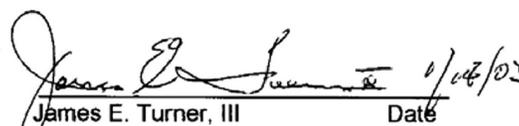
 2/14/2001  
 \_\_\_\_\_ Date  
 Deputy Attorney General, State of Delaware

LETTER OF AGREEMENT  
BETWEEN  
PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY  
AND  
STATE OF DELAWARE  
DELAWARE EMERGENCY MANAGEMENT AGENCY

Our agency has reviewed the Memorandum of Understanding contained in the Agreements Section of the State of Delaware Radiological Emergency Plan.

We concur that the MOU is still effective and that our agency shall adhere to the principles set forth in the MOU.

  
Adrian King  
Director  
PA Emergency Management Agency  
Date 1-28-05

  
James E. Turner, III  
Director  
DE Emergency Management Agency  
Date 1/28/05



PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY  
2605 Interstate Drive  
Harrisburg, Pennsylvania 17110-9364



February 1, 2001

Mr. Sean P. Mulhern  
Director  
Delaware Emergency Management Agency  
165 Brick Store Landing Road  
Smyrna, DE 19777

Dear Mr. Mulhern:

Enclosed is a copy of the Mutual Statement of Agreement between the Commonwealth of Pennsylvania and your state regarding coordination of off-site/on-site response to nuclear incidents at nuclear power plants.

Please review the agreement and provide your concurrence or revision as indicated below by February 28, 2001.

Agreement remains in effect.

Agreement has been reviewed and suggested changes are enclosed.

Bozula 02/06/01 \_\_\_\_\_  
Name/Title Director Date

Thank you for your assistance.

Sincerely,

David L. Smith  
Director

DLS/ARS/bea

Enclosure

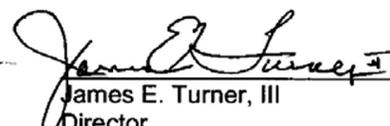
**MUTUAL STATEMENT OF AGREEMENT  
for  
RADIOLOGICAL EMERGENCY RESPONSE**

1. This constitutes a mutual Statement of Agreement between the Commonwealth of Pennsylvania and the State of Delaware regarding state-to-state coordination of response to nuclear incidents at the Philadelphia Electric Company's Peach Bottom Atomic Power Station and Limerick Generating Station. State-to-state cooperation and coordination is not only proper and appropriate in the best interest of public safety, this Statement of Agreement is also required to be initiated by Pennsylvania in accordance with the mutual assistance provisions of its Emergency Management Services Code.
2. The Commonwealth of Pennsylvania has established its basic plan for emergency operations in the "Commonwealth of Pennsylvania Emergency Operations Plan". Annex E, "Radiological Emergency Response to Nuclear Power Plant Incidents," with changes, to the Emergency Operations Plan details emergency response to incidents at nuclear power plants located within or affecting the Commonwealth.
3. The State of Delaware has established its plan for emergency response to incidents at nuclear power plants affecting Delaware in the "State of Delaware Radiological Emergency Plan."
4. The Pennsylvania Emergency Management Agency shall initiate and conduct appropriate and timely response to incidents occurring at the Peach Bottom Atomic Power Station or Limerick Generating Station as detailed in Annex E, "Radiological Emergency Response to Nuclear Power Plant Incidents," to include notification of and coordination with the Delaware Division of Emergency Planning and Operations, as the cognizant agency for the Governor of Delaware. The Delaware Division of Emergency Planning and Operations will make appropriate notification to other Delaware agencies and political subdivisions.
5. Continuing coordination between the Pennsylvania Emergency Management Agency and the Delaware Division of Emergency Planning and Operations during an incident at the Peach Bottom Atomic Power Station or the Limerick Generating Station shall be accomplished in accordance with Appendix 2, "Notification Procedures," to Annex E.
6. The Delaware Division of Emergency Planning and Operations may, if so desired, send a liaison officer to the Pennsylvania Emergency Operations Center in Harrisburg for coordination of operations and public information. The Pennsylvania Emergency Management Agency may, if so desired, send a liaison officer to the Delaware Division of Emergency Planning and Operations' Emergency Operations Center for coordination of operations and public information. Pennsylvania will provide a liaison officer to the Emergency Operations Facility for the Peach Bottom Atomic Power Station and the Limerick Generating Station. The additional liaison at the Emergency Operations Facility is only for the purpose of obtaining information. It is thus agreed, however, that all official coordination between the Delaware Division of Emergency Planning and Operations and the Pennsylvania Emergency Management Agency will be accomplished through the Pennsylvania Emergency Operation Center in Harrisburg and the Delaware Division of Emergency Planning and Operations.

LETTER OF AGREEMENT  
BETWEEN  
STATE OF DELAWARE  
DELAWARE EMERGENCY MANAGEMENT AGENCY  
AND  
STATE OF MARYLAND  
MARYLAND EMERGENCY MANAGEMENT AGENCY

Our agency has reviewed the Memorandum of Understanding contained in the Agreements Section of the State of Delaware Radiological Emergency Plan.

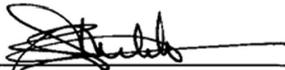
We concur that the MOU is still effective and that our agency shall adhere to the principles set forth in the MOU.

	1/13/05		1/13/05
John Droneburg	Date	James E. Turner, III	Date
Director		Director	
MD Emergency Management Agency		DE Emergency Management Agency	

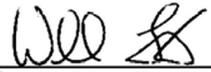
**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF DELAWARE  
DIVISION OF EMERGENCY PLANNING AND OPERATIONS  
AND  
STATE OF MARYLAND  
MARYLAND EMERGENCY MANAGEMENT AGENCY**

1. This Memorandum constitutes a mutual Statement of Agreement between the State of Maryland and the State of Delaware, regarding state-to-state coordination of response to nuclear incidents at Baltimore Gas and Electric's Calvert Cliffs Nuclear Power Plant, Philadelphia Electric Company's Peach Bottom Atomic Power Station and Public Service Electric and Gas Company's Artificial Island Nuclear Generating Stations.
2. The State of Maryland has established its basic plan for emergency operations in the "Maryland Emergency Operations Plan." The "Radiological Emergency Plan - Fixed Nuclear Facilities, Annex Q" to the Emergency Operations Plan details emergency response to incidents at nuclear power plants located within or affecting the State.
3. The State of Delaware has established its plan for emergency response incidents at nuclear power plants affecting Delaware in the "State of Delaware Radiological Emergency Plan", to include notification of and coordination with Maryland Emergency Management Agency for incidents occurring at the Artificial Island Nuclear Generating Stations.
4. The Maryland Emergency Management Agency shall initiate and conduct appropriate and timely response to incidents occurring at the Calvert Cliffs Nuclear Power Plant and Peach Bottom Atomic Power Station, as detailed in Annex Q, "Radiological Emergency Plan - Fixed Nuclear Facilities", to include notification of and coordination with the Delaware Division of Emergency Planning and Operations.
5. Since portions of Delaware are within the 50-mile ingestion exposure pathway emergency planning zone of the Calvert Cliffs Nuclear Power Plant and the Peach Bottom Atomic Power Station, the Maryland Emergency Management Agency shall notify the Delaware Division of Emergency Planning and Operations upon occurrence of a Site Area Emergency or General Emergency.
6. Since portions of Maryland are within the 50-mile ingestion exposure pathway emergency planning zones of the Artificial Island Nuclear Generating Stations, the Delaware Division of Emergency Planning and Operations shall notify the Maryland Emergency Management Agency upon occurrence of a Site Area Emergency or General Emergency.
7. The Maryland Emergency Management Agency shall relay information to the Delaware Division of Emergency Planning and Operations during a Calvert Cliffs Nuclear Power Plant or Peach Bottom Atomic Power Station incident.

IN WITNESS WHEREOF, the parties hereunto execute this Memorandum of Understanding.

  
\_\_\_\_\_  
Secretary  
Department of Safety and Homeland Security  
State of Delaware

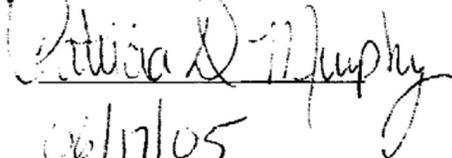
16 Aug 05  
Date

  
\_\_\_\_\_  
Senior Vice President and Chief Nuclear Officer  
PSEG Nuclear, LLC

12 SEP 05  
Date

Salem/Hope Creek Generating Stations and Department of Safety and Homeland Security

Approved as to form only:  
Attorney General State of Delaware

By:   
06/17/05  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SALEM-HOPE CREEK GENERATING STATIONS  
AND  
STATE OF DELAWARE  
DEPARTMENT OF SAFETY AND HOMELAND SECURITY  
DELAWARE EMERGENCY MANAGEMENT AGENCY (DEMA)**

**TO PROVIDE FOR THE IMPLEMENTATION OF PROTECTIVE ACTIONS  
ON BEHALF OF THE GENERAL PUBLIC IN THE EVENT OF AN ACCIDENT**

WHEREAS, SALEM-HOPE CREEK GENERATING STATIONS (herein referred to as SHCGS) is authorized to operate nuclear facilities in Lower Alloways Creek Township, New Jersey (herein referred to as SHCGS operated nuclear generating facilities) under licenses granted by the U.S. Nuclear Regulatory Commission (NRC); and

WHEREAS, the NRC requires that the level of onsite and offsite emergency preparedness provides reasonable assurance that adequate protective measures can and will be taken in the event of a radiological emergency; and

WHEREAS, a portion of the State of Delaware is included in the emergency planning zone for SHCGS operated nuclear generating facilities; and

WHEREAS, the Federal Emergency Management Agency (FEMA) must make findings and determinations as to whether the State of Delaware Radiological Emergency Plan is adequate and capable of being implemented; and

WHEREAS, the State of Delaware has requested funding pursuant to 20 Del. C. § 3108 for activities and equipment associated with its development and maintenance of a Radiological Emergency Plan which satisfies NRC and FEMA rules, regulations and requirements for radiological emergency preparedness as they pertain to SHCGS operated nuclear generating facilities;

THEREFORE, the parties hereto in consideration of the COVENANTS set forth herein agree as follows:

1. SHCGS agrees, pursuant to 20 Del. C. § 3108 in accordance with the provisions of this Memorandum of Understanding, to fund activities and equipment associated with the development and maintenance of a Radiological Emergency Plan for the State of Delaware in support of the SHCGS operated nuclear generating facilities;

**DE Radiological Emergency Plan**  
**Section 11.5**  
**Rev 7      November 2005**

2. In consideration of this funding, the Director of the Delaware Emergency Management Agency (DEMA) (herein referred to as DEMA Director), Department of Safety and Homeland Security, State of Delaware, pursuant to 20 Del. C. § 3108 shall be responsible for maintaining in full effect at all times relevant to this agreement the provisions of the Delaware Radiological Emergency Plan and supporting documents for SHCGS operated nuclear generating facilities;
3. For the purpose of this Memorandum of Understanding, the fiscal year shall be from July 1st to June 30th. Sixty (60) days prior to the beginning of each fiscal year, the DEMA Director or designee shall submit a budget to SHCGS for activities and equipment associated with the Delaware Radiological Emergency Plan for the SHCGS operated nuclear generating facilities which are not otherwise funded through appropriations available to the Delaware Emergency Management Agency. Under no circumstances will SHCGS provide funding for activities or equipment for which funding from other sources is available;
4. Thirty (30) days prior to the beginning of a fiscal year, SHCGS shall notify the DEMA Director or designee of the acceptability and approval of those budget items for which SHCGS will provide funding;
5. Funds shall be provided by SHCGS for those accepted and approved budget items;
6. The DEMA Director or designee shall be responsible for insuring that funding provided is used exclusively for SHCGS approved budget items;
7. The DEMA Director or designee shall maintain a detailed account of all expenditures of SHCGS provided funds in accordance with generally accepted accounting principles;
8. SHCGS reserves the right to audit and/or require accounting for all goods and services for which it has provided funding;
9. The DEMA Director or designee shall supply an accounting of actual, as opposed to estimated, expenses for which SHCGS provided funding on a quarterly basis to SHCGS President and Chief Nuclear Officer;
10. Approval of reallocation of funds will reside with DEMA and will be annotated in the quarterly DEMA budget report provided to SHCGS;
11. At the conclusion of each fiscal year, unexpended budget funds shall be reported to SHCGS. The disposition of these funds will be at the discretion of SHCGS;

**DE Radiological Emergency Plan**  
**Section 11.5**  
**Rev 7      November 2005**

12. Funding provided under this Memorandum of Understanding shall be for the exclusive use of developing and maintaining the Delaware Radiological Emergency Plan for SHCGS operated nuclear facilities;
13. This agreement shall be effective upon signing by both parties but may be terminated by either party upon sixty (60) days of written notice to the other party. This written notice shall be sent by registered letter to:

Senior Vice President &  
Chief Nuclear Officer

PSEG Nuclear, LLC  
P.O. Box 236  
Hancock's Bridge, NJ 08038

Secretary  
Department of Safety and Homeland  
Security  
P.O. Box 818  
Dover, DE 19903

I. PURPOSE

The purpose of this Memorandum of Understanding as set forth in 20 Del. C. § 3108 is to establish conditions upon which SHCGS will notify the State of Delaware Department of Safety and Homeland Security, Delaware Emergency Management Agency, of a radiological public safety accident, as hereinafter defined, or occurrences and conditions potentially leading to a radiological public safety accident requiring consideration being given to implementation of protective actions at any level. Proper and timely flow of information throughout the duration of any such accident, occurrences or conditions is essential in order for the Government of the State of Delaware to discharge its obligation to maintain public health and safety by implementing the State of Delaware Radiological Emergency Plan (REP).

II. DEFINITIONS

To minimize the possibility of communications breakdown, the following definitions shall apply throughout this Memorandum of Understanding:

- A. Salem-Hope Creek Generating Stations - The collective name identifying the licensee site for Salem and Hope Creek Generating Stations.
- B. Authority - The Director of the State of Delaware Department of Safety and Homeland Security, Delaware Emergency Management Agency is charged with the obligation, authority and responsibility, pursuant to the provisions of Delaware Code, Title 20, Chapter 31, annotated as amended, of instituting appropriate public protective actions in the event of an emergency.

- C. Controlled Release - Any release of radioactive materials from Salem-Hope Creek Generating Stations which is planned and controlled by the stations.
- D. DEMA - State of Delaware Department of Safety and Homeland Security, Delaware Emergency Management Agency.
- E. REP - Delaware Radiological Emergency Plan. A broad, flexible plan designed to maintain public confidence and protect the population in the event of an emergency which could affect the citizens of the State of Delaware.
- F. Emergency Action Levels

Unusual Event - Unusual Events, as used for emergency planning purposes, characterize off-normal plant conditions that may not in themselves be particularly significant from an emergency preparedness standpoint, but could reasonably have the potential to increase in significance if proper action is not taken or if circumstances beyond the control of the operating staff render the situation more serious from a safety standpoint. No uncontrolled releases of radioactive materials requiring offsite response or monitoring are expected unless further degradation of safety systems occur. For all of these situations the State will be notified as soon as the event has been declared (within fifteen [15] minutes).

Alert - The Alert Action level is the lowest level where some necessity for emergency planning offsite response may be anticipated. Even so, from the standpoint of Federal, State or Local authority such notification is advisory in nature for Alert level condition. This class includes physical occurrences within the plant which may require station staff emergency organization response. The initial assessment leading to this class should indicate that it is unlikely that an offsite hazard will be created. This class is associated with judgment that the emergency situation can be corrected and controlled by the plant staff. Any releases are expected to be limited to small fractions of the EPA Protective Action Guideline exposure levels. For all of these situations, the State will be notified as soon as the event has been declared (within fifteen [15] minutes). Furthermore, the onsite Technical Support Center will be activated and the near-site Emergency Operations Facility may be activated.

Site Area Emergency - The Site Area Emergency action level reflects conditions where there is a clear potential for significant releases, such releases are likely, or they are occurring, but in all cases where a core meltdown situation is not indicated based on current information. Any releases are not expected to exceed EPA Protective Action Guideline

exposure levels except near site boundary. For all of these situations, the State will be notified as soon as an event has been declared (within fifteen [15] minutes). Furthermore, the onsite Technical Support Center, and the near-site Emergency Operations Facility will be activated.

General Emergency - The General Emergency action level reflects accident situations involving actual imminent substantial core degradation or melting with the potential for loss of contaminant integrity. Releases can be reasonably expected to exceed EPA Protective Action Guideline exposure levels offsite for more than the immediate site area. For all of these situations, DEMA and/or the Delaware State Police Headquarters Communication Center will be notified as soon as an event has been declared (within fifteen [15] minutes). Furthermore, the onsite Technical Support Center, and the near-site Emergency Operations Facility will be activated. The recommendation for any offsite action involving the public, sheltering out to a fixed distance, or evacuation out to a fixed distance will be communicated to the State at the earliest possible time following the declaration of a General Emergency.

- G. Hope Creek Generating Station - A nuclear power reactor owned in part and operated by SHCGS situated within the State of New Jersey, and located within ten miles of the State of Delaware.
- H. Nuclear Emergency Telephone System (NETS) - An installed telecommunications branch exchange owned and operated by the Licensee for the purpose of emergency communications with the State, county and local governments and the Licensee's emergency response facilities.
- I. Offsite - All areas outside the nuclear generating station's security perimeters.
- J. Onsite - The nuclear generating stations and all property within the security perimeter.
- K. Plume Exposure Emergency Planning Zone (Plume EPZ) - The area located within approximately ten miles of the Salem-Hope Creek Generating Stations.
- L. Protective Action Guides - A sequence of graded projected absorbed doses to individuals in the general population at which various protective actions should be considered following a radiological incident.
- M. Radiological Public Safety Accident - An incident which may include unwanted or unplanned movement of the fission product inventory leading to the discharge of fission products beyond facility boundaries above

prescribed normal allowable limits as set forth in the Facility Technical Specifications.

- N. Salem Generating Station - A nuclear power reactor or reactors owned, in part, and operated by SHCGS situated within the State of New Jersey, and located within ten miles of the State of Delaware.
- O. Sector - 22 1/2 degree division of the Emergency Planning Zone.
- P. State - State of Delaware
- Q. Unplanned Releases - Any release of radioactive material which is not a controlled release.
- R. Licensee – SHCGS.

### III. AGREEMENT

The following terms shall be binding upon the State and the Licensee:

- A. The Licensee and the State shall cooperate at all times in developing, reviewing, modifying and exercising protective action plans for radiological public safety accidents.
- B. The State and Licensee shall join in at least one annual coordinated exercise. The Licensee shall be responsible for coordinating such an annual exercise.
- C. The Licensee and the State shall annually review the REP. Each party reserves the right to suggest change at any time.
- D. The Licensee shall at all times provide and maintain dedicated telephones located in the shift managers' office, the onsite Technical Support Centers and the near-site Emergency Operations Facility. The dedicated telephones, an emergency telephone circuit which is part of NETS, shall be for the purpose of maintaining communication with the State in the event of a confirmed or suspected radiological public safety accident. The Licensee shall henceforth provide similar telephones, to be located in the offices of DEMA, New Castle County 911 Center, Kent County 911 Center, the Emergency Alert System ("EAS") Gateway Section and the Delaware State Police Headquarters Communications Center. The dedicated telephones will be the primary means of communications.

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- E. Communications verification will be scheduled and initiated by the Licensee. These verifications will occur at least once each calendar month.
- F. The Licensee shall maintain wind direction and wind speed instruments at Salem-Hope Creek Generating Stations to provide meteorological data during a radiological public safety accident.
- G. Throughout the entire duration of a radiological public safety accident, the DEMA Director and/or designees shall have access to the near-site Emergency Operations Facility upon presentation of an authorized Delaware Emergency Worker Card.
- H. The Licensee shall furnish the State with a copy of its Facility Emergency Plan and amendments thereto as they are issued. DEMA shall furnish the Licensee with three (3) copies of its REP and amendments thereto as they are issued. The Licensee shall furnish a copy of Event Classification Guides for Salem and Hope Creek and the Emergency Plan Attachments.
- I. In the event of a radiological public safety accident, the Licensee shall have the right and obligation to recommend protective actions.
- J. It is the Licensee's duty and obligation to notify the State (within fifteen [15] minutes), upon declaration of an event which is classified as an Unusual Event, Alert, Site Area Emergency or General Emergency.
- K. Initial notification shall be made by dedicated telephone to the Delaware State Police Headquarters Communications Center. Delaware State Police will notify DEMA.
- L. Licensee will characterize the plume using various techniques. This may include techniques such as identifying plume centerline, plume edges, vegetation and soil sampling. State of Delaware will monitor and sample plume at leading edge. This does not preclude Delaware teams from traversing the plume. All attempts will be made to maintain As Low As Reasonably Achievable ("ALARA") radiological exposure for emergency workers. It is at the discretion of the DEMA Director whether or not to deploy sampling teams dependent on specific circumstances such as: evacuated area, road conditions, etc.
- M. The Licensee and the State shall cooperate at all times in the exchange of data relating to the analysis of water, milk, finfish/shellfish, vegetation and soil samples obtained from the ingestion pathway.

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- N. Message forms for the initial and follow-up contact shall be agreed to by the State and Licensee. These message forms shall be used for all required notifications.
- O. The Licensee shall provide a person to coordinate Licensee information with the State for Alert, Site Area Emergency and General Emergency events. This person shall be available to the State and shall be located at the near-site Emergency Operations Facility or the State Emergency Operations Center (EOC), if requested by the DEMA Director, throughout the radiological public safety accident.
- P. A radiological public safety accident shall be deemed to have terminated when, in the judgment of the State, there is no longer an immediate need for either consideration of further protective actions or surveillance related to protective actions.
- Q. To maintain public confidence and to avoid public apprehension, information shall be released to the public as soon as possible in a coordinated manner. The State and the Licensee shall exert best efforts to affect such coordination. To ensure coordination, the Licensee shall provide for a location at or near Salem-Hope Creek Generating Stations where the State and Licensee media representatives may, if appropriate, jointly issue their information releases. This condition in no way abridges the right of the Licensee or State to release information to the public. The Licensee and the State agree to exert their best efforts to advise each other by telephone of any independent information release to the mass media prior to issuing such a release concerning a radiological public safety accident. In keeping with this delineation of authority and responsibility, each party further agrees to restrict public statements to those areas for which each party is responsible. The Licensee and State agree to hold cooperative annual meetings among personnel responsible for public contact.
- R. The Licensee shall provide a controlled copy of Salem/ Hope Creek Generating Stations Dose Projection Programs for ongoing comparison of Delaware's Dose Projection Model.
- S. The Licensee shall exert best efforts to incorporate into Facility Emergency Plan Implementing Procedures the requirements of this Memorandum of Understanding relating to Emergency Plan Exercises and review as referred to in Paragraphs B, C, and E; provision for establishing an emergency telephone and posting of initial communications message, as referred to in Paragraphs D and N.

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- T.    The Licensee and State shall cooperate in developing a Station Status Check List which may be used to:
  - 1) Evaluate severity of the accident;
  - 2) Provide information as to the level of protective actions which may be needed.
  
- U.    The Licensee and State shall provide Emergency Plan Information for Salem /Hope Creek Generating Stations.
  
- V.    The Licensee shall provide the State with appropriate drill information.
  
- W.    The Licensee is responsible for the disposal of radiological waste related to an accident at Salem-Hope Creek Generating Stations, at a waste disposal facility site approved by the Nuclear Regulatory Commission (NRC) and the State in which the disposal site is located. Licensee is responsible for packaging and assuring the proper packaging of radiological waste material from decontamination operations, as a result of a radiological accident at Salem-Hope Creek Generating Stations, in accordance with the Federal procedures required for Low Specific Activity (LSA) waste as defined in Title 49, Code of Federal Regulations. The Licensee will arrange for transportation and disposal of LSA material.
  
- X.    It is expressly understood that the State, by entering into this Memorandum of Understanding, assumes no responsibility or liability relating to the operation of the Salem-Hope Creek Generating Stations and that the Licensee shall indemnify, defend and hold harmless the State from any claim, liabilities, loss or damage resulting from any action, causes of actions claims which shall be caused by or in any way result from or arise out of any act, omission or negligence of the Licensee or its agents or employees.
  
- Y.    The terms of this Memorandum of Understanding shall apply to the Salem-Hope Creek Generating Stations herein above defined.
  
- Z.    This agreement shall be effective immediately upon signature of parties hereto.

This Memorandum of Understanding supersedes and voids all previous Memorandums of Understanding between the Licensee and the State for the purpose of providing for the implementation of protective actions on behalf of the general public in the event of a radiological public safety accident.



**Department of Energy**

Brookhaven Group  
P.O. Box 5000  
Upton, New York 11973

January 17, 2001

**TO:** DISTRIBUTION LIST

**SUBJECT: DEPARTMENT OF ENERGY'S (DOE) RADIOLOGICAL ASSISTANCE PROGRAM (RAP) MEMORANDUM OF UNDERSTANDING**

As most of you are aware, the Department of Energy's (DOE) Brookhaven Area Office (BAO) is the Regional Coordinating Office (RCO) for DOE's Region 1, which is comprised of the eleven northeastern states. As the RCO, BAO is responsible for coordinating DOE emergency assistance, upon request from any state, county, local, or tribal agency requesting DOE support to an event involving nuclear/radiological material. In the past, BAO annually issued letters re-stating our RCO responsibilities to the eleven states and various nuclear utilities in Region 1. This annual letter was a burden, not only on BAO for issuing them, but also for each of the recipients to maintain them to demonstrate current status.

In an effort to streamline this process, BAO is reviewing the requirement for re-issuing the letters on an annual basis, as well as determining if they are even required at all. Numerous federal laws, regulations, and DOE Orders, that are readily available to the public via the Internet, already require DOE to maintain an ever-ready response capability for coping with any nuclear/radiological incident. Our letters merely reiterated what was already required. The possible elimination of the annual letters would in no way impact the assistance or support that BAO is required to provide and has maintained over the years. BAO, as the RCO for DOE Region 1, will carry out that assistance required by law, regulation, and implementing DOE Orders.

As BAO researches the requirement for the annual letters, the letters that previously were in place shall remain in effect until further notice. If you have any questions or would like further details, you can reach me at (631) 344-7309.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Centore".

Steven M. Centore  
Regional Response Coordinator

A component of the DOE Chicago Operations Office