TEXAS DEPARTMENT OF STATE HEALTH SERVICES

EDUARDO J. SANCHEZ, M.D., M.P.H.
COMMISSIONER

1100 W. 49th Street • Austin, Texas 78756
1-888-963-7111 • http://www.dshs.state.tx.us

September 21, 2006

RECEIVED
SEP 25 2006
By

Mr. Paul Serra
STP Nuclear Operating Company
Manager, Emergency Response, Access and Communication
P.O. Box 289
Wadsworth, Texas 77483

Ref: Letter of Agreement with STP Nuclear Operating Company (STPNOC)

Dear Mr. Serra:

This letter is submitted as affirmation of Texas Department of State Health Services commitment to support off-site emergency preparedness and response activities with respect to the South Texas Project
(STP).

To repeat our commitment as stated in previous letters of agreement, the DSHS Radiation Control Program, is required by Government Code Chapter 418, Emergency Management, and by the Texas Emergency Management Plan to perform advance planning and respond appropriately to accidents within the state. Tab 1 of Annex D, Radiological Emergency Response, of the Texas Emergency Management Plan provides necessary guidelines, procedures and instructions for emergency situations involving fixed nuclear facility accidents. Contained within the tab, both in the introduction, which is generic to fixed nuclear facilities, and in Chapter Two, which is site-specific to STP, are specific duties, assignments and responsibilities. Among these are:

Radiological monitoring within the plume exposure and ingestion exposure pathways
Accident classification system
Radiation Program response levels
Accident assessment methods and procedures
Contamination survey techniques
Communications
Environmental sample analysis
Personnel monitoring and decontamination
Recovery from an accident

Area decontamination
Training
Exercises and drills

The DSHS Radiation Control Program will respond to emergencies at STP with sufficient qualified personnel and equipment to fully support local government in its mitigation and recovery effort. The Agency will maintain in close liaison with STP, utilizing facilities provided at the Near-site Emergency Operations Facility. Notification of our organization can be made 24 hours a day by calling (512) 458-7460.

We acknowledge the intent of the STP Nuclear Operating Company to construct two additional units at the existing STP site. The proposed Emergency Plans for STP Units 3 and 4 are based upon the existing Emergency Plans for STP Units 1 and 2 and are practicable. Our agency is committed to participate in any further development of the current Emergency Plans, including any field demonstrations, and to execute our responsibilities under these Plans in the event of an emergency.

The DSHS Radiation Control Program has estimated the onsite response time to emergencies at the station to be approximately 4 hours, and the full Emergency Response Team response time to field locations around the station to be approximately 8 hours.

This agreement shall remain in force until the DSHS Radiation Program Officer modifies it in writing. It shall be reviewed annually and updated as appropriate.

Sincerely,

Richard A. Ratliff, P.E., L.M.P.,
Radiation Program Officer
Division for Regulatory Services
Department of State Health Services

TIDEHAVEN INDEPENDENT SCHOOL DISTRICT

P. O. BOX 129
EL MATON, TEXAS 77440
(361) 588-6321
Fax (361) 588-7109

Asst. Supt. - Transportation (361) 588-6839 | Business Office (361) 588-6685 | High School (361) 588-6810 | Intermediate School (361) 588-6600 | Blessing Elementary (361) 588-6622 | Markham Elementary (979) 843-5015

RECEIVED
SEP 18 2006
By

September 13, 2006

Mr. Paul Serra
STP Nuclear Operating Company
Manager, Emergency Response, Access and Communication
P.O. Box 289
Wadsworth, Texas 77483

Dear Mr. Serra:

This letter affirms our agreement and intent for Tidehaven Independent School District, during an emergency event at the South Texas Project (STP), to perform "early dismissal" of students at the Alert and Site Area Emergency level. At the General Emergency level, we will evacuate students to the appropriate Reception Center if it is necessary to perform monitoring and decontamination. We will then proceed to the respective elementary schools where students will be released to their families. A school district representative will remain with the students until such time as all students have been picked up.

We acknowledge the intent of the STP Nuclear Operating Company to construct two additional units at the existing STP site. The proposed Emergency Plans for STP Units 3 and 4 are based upon the existing Emergency Plans for STP Units 1 and 2 and are practicable. Our agency is committed to participate in any further development of the current Emergency Plans, including any field demonstrations, and to execute our responsibilities under these Plans in the event of an emergency.

This letter of agreement shall remain in effect unless modified or revoked by the Tidehaven Independent School District or the management of the STP Nuclear Operating Company. Modification or revocation requires an advance written thirty (30) day notice.

Sincerely,

Tom Jones
Superintendent

TJ/ds

cc: Bill Silliman – Adm. Assistant

TOSHIBA
Leading Innovation >>>

TOSHIBA CORPORATION

1-1,SHIBAURA 1-CHOME, MINATO-KU TOKYO 105-8001,JAPAN
PHONE:(03)3457-3660
FACSIMILE:(03)5444-9192

September 5, 2008
XEAD-STP-1176

Mr. Kevin Richards
Group Vice President, Unit 3 & 4
4000 Avenue F
Suite A
Bay City, Texas 77414

Reference: STP Nuclear Operating Company, South Texas Projects Unit 3 and 4

Subject: Toshiba Emergency Response Plan Support

Dear Mr. Richards:

Toshiba Corporation agrees to provide general services related to nuclear steam supply operation during and following an accident situation. Toshiba Corporation provides the capabilities to respond on a 24 hour basis. The contract that enacts this agreement is the Engineering Procurement and Construction agreement.

We acknowledge the intent of STP Nuclear Operating Company to construct two additional units at the existing site. The proposed Emergency Plan for STP Units 3 and 4 are based upon the existing Emergency Plans for Units 1 and 2 and are practicable. Our company is committed to participate in any further development of the current Emergency Plans, including field demonstrations, and to execute our responsibilities under these Plans in the event of an emergency.

Toshiba Corporation appreciates the opportunity to be of service to the STP Nuclear Operating Company. If there are any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,

Kiyoshi Okamura

K. Okamura
Vice President, Power Systems Company
Toshiba Corporation

Cc: J.J. Shepperd
M.A. McBurnett

TXU Power

XU Power
omanche Peak Steam
lectric Station
O Box 1002 E08
len Rose, TX 76043
el: 254 897 5590
ax: 254 897 6652
afael.flores@txu.com

Rafael Flores
Site Vice President

RECEIVED
NOV 06 2006
By

CPSES-2006002213
October 27, 2006

Mr. Paul Serra
STP Nuclear Operating Company
Manager, Emergency Response, Access and Communication
P. O. Box 289
Wadsworth, Texas 77483

Ref: Letter of Agreement with STP Nuclear Operating Company, Post Accident Analysis, NUREG-0730

Dear Mr. Serra:

In exchange for a similar agreement from STP Nuclear Operating Company, project manager for the South Texas Project (STP), Comanche Peak Steam Electric Station (CPSES) will in the event of an emergency at (STP) and loss of onsite analysis capabilities, support STP by performing selected post accident analysis in accordance with NUREG-0737.

CPSES will permit 24-hour per day notification for emergency sample shipment. The Chemistry Manager is the point of contact for notification that STP is shipping post accident samples to CPSES. The manager can be reached by calling the hot chemistry lab which is staffed 24-hours per day at (254) 897-5139.

CPSES will endeavor to complete, within time and dose restraints, the following analysis within 24-hours of receipt and, throughout the accident, analyze two of each sample daily for seven days and weekly thereafter.

1. Liquid gamma isotopic
2. Gaseous gamma isotopic
3. Particulate/Iodine gamma isotopic
4. RCS Chloride
5. RCS Boron

Sample containers and instructions for volume and dilutions will be provided to STP by CPSES to ensure sample geometry compatibility. Geometrics and dilutions will

CPSES-2006002213
October 27, 2006

be in the appropriate ranges to meet TXU Power instrument capabilities and to minimize radiation doses to CPSES personnel.

Samples requiring gamma isotopic analysis and unused portions of liquid samples of Boron and Chloride analysis will be retained at CPSES for retrieval by STP.

We acknowledge the intent of the STP Nuclear Operating Company to construct two additional units at the existing STP site. The proposed Emergency Plans for STP Units 3 and 4 are based upon the existing Emergency Plans for STP Units 1 and 2 and are practicable. Our agency is committed to participate in any further development of the current Emergency Plans, including any field demonstrations, and to execute our responsibilities under these Plans in the event of an emergency.

Any costs incurred by TXU Power relative to providing this service will be indemnified by STP Nuclear Operating Company. Additionally, STP Nuclear Operating Company agrees to protect, defend, indemnify and hold harmless TXU Power, CPSES participants, and their parent corporations, subsidiaries, affiliates and their respective officers, directors, employees, and agents or any of them free and harmless from and against any and all claims, demands, causes of action, suits or other litigation (including all costs thereof and attorneys' fees) of every kind and character arising as a result of, incident to, arising out of, or in connection with the work performed or to be performed by TXU Power hereunder, all regardless of whether or not TXU Power CPSES participants, or their parent corporations, subsidiaries, affiliates, respective officers, directors, employees or agents are negligent in whole or in part and even when caused by the sole fault of TXU Power, CPSES participants or their parent corporations, subsidiaries or affiliates or their respective officers, directors, employees or agents.

Sample shipment will be the responsibility of STP.

Sincerely,

Rafael Flores

Rafael Flores

RF:DMB/scg

Accepted by:

~~John W. Crenshaw~~ C. T. Bauman
General Manager, Oversight
South Texas Project Electric Generating Station

U.S. Department of Homeland Security

United States Coast Guard

Commander
United States Coast Guard
Sector Corpus Christi

8930 Ocean Drive HGR 41
Corpus Christi, TX 78419
Phone: (361) 939-6201
Fax: (361) 888-3195

RECEIVED
OCT 12 2006
By

3000
October 3, 2006

Mr. Paul Serra
South Texas Project Nuclear Operating Company
Manager, Emergency Response, Access, and Communication
P.O. Box 289
Wadsworth, TX 77483

Subj: LETTER OF AGREEMENT

Dear Mr. Serra:

This is in regards to the emergency plan for your South Texas Project in Matagorda County, Texas. In the event of an emergency, the U. S. Coast Guard Sector Corpus Christi, Texas is prepared to implement response and vessel traffic control measures as deemed appropriate to the emergency situation.

In the event of an emergency, the following information will aid us in determining a proper course of action:

- A brief description of the emergency or incident;
- Date/Time of the incident:
- On-Scene weather condition;
- Down wind extent to the hazard;
- Extent of pollution in the water, if any, and,
- Any other information that could impede our response.

This information will be used to determine Coast Guard actions under my authority as Captain of the Port, under the Ports and Waterways Safety Act, to impose vessel traffic control measures such as Safety and Security Zones or waterway closures. Vessel traffic control measures may be implemented along the Colorado River, Gulf Intra-coastal Waterway and other navigable waters west of the Colorado River affected by the emergency. Also under this authority, the Captain of the Port may implement "access control" measures. Vessel traffic control or access control measures will be imposed immediately.

The Coast Guard will also coordinate the enforcement of these vessel traffic or access control measures established by the Captain of the Port. Response times for on-site enforcement or for Coast Guard assets to arrive on-scene could be as long as 4 hours, depending on resource availability.

Subj: LETTER OF AGREEMENT

3000
October 3, 2006

We understand that the Emergency Operations Center will be in the Matagorda County Emergency Response Operations Center in Bay City, Texas and that notifications to our office would come through the Matagorda County Sheriffs Office or Emergency Operations Center.

We acknowledge that intent of the South Texas Project (STP) Nuclear Operating Company to construct two additional units at the existing STP site and that the new units will have the same emergency plan that is currently in place with the existing units. Our agency is committed to participate in any further development of the current Emergency Plans and to execute our responsibilities under these Plans in the event of an emergency.

A Coast Guard Liaison from the Sector will travel to the Emergency Operations Center to coordinate Coast Guard activities. Response times for Coast Guard personnel to reach the Emergency Operations Center could be as long as 4 hours. The 24 hour notification number for this office is (361) 939-6393.

Sincerely,

JOHN H. KORN
Captain, U. S. Coast Guard
Captain of the Port

Copy: Matagorda County Sheriff's Office
Matagorda County Emergency Management Coordinator

VAN VLECK INDEPENDENT SCHOOL DISTRICT

Dr. Juan Antonio Jasso

Superintendent

Phone number 979-323-5006

RECEIVED
NOV 06 2006
By

October 31, 2006

Mr. Paul Serra
STP Nuclear Operating Company
Manager, Emergency Response, Access and Communication
P.O. Box 289
Wadsworth, Texas 77483

Ref: Letter of Agreement with STP Nuclear Operating Company (STPNOC)

Dear Mr. Serra:

This letter is written to assist with the emergency preparedness program at the South Texas Project (STP). Van Vleck Independent School District is prepared to provide evacuation services to Matagorda County or STP in the event of an accident at the Station. These services will be provided by bus drivers and requisite buses. Bus services will be provided, as requested, by Matagorda County or STP officials.

It is anticipated that STP Nuclear Operating Company will provide any training and education necessary to acquaint our emergency response personnel with the plan and potential emergency conditions.

We acknowledge the intent of the STP Nuclear Operating Company to construct two additional units at the existing STP site. The proposed Emergency Plans for STP Units 3 and 4 are based upon the existing Emergency Plans for STP Units 1 and 2 and are practicable. Our agency is committed to participate in any further development of the current Emergency Plans, including any field demonstrations, and to execute our responsibilities under these Plans in the event of an emergency.

This letter of agreement is in response to the responsibilities identified in the Emergency Management Plan for Matagorda County, Bay City, and Palacios.

This letter of agreement shall remain in effect unless modified or revoked by the Van Vleck Independent School District or the management of the STP Nuclear Operating Company. Modification or revocation requires an advance written thirty (30) day notice.

Sincerely,

Juan Antonio Jasso

Dr. Juan Antonio Jasso
Superintendent of Schools

RECEIVED
OCT 24 2006
By

U.S. DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL WEATHER SERVICE HOUSTON/GALVESTON
1353 FM 646, Suite 202
Dickinson, TX 77539

October 13, 2006

Mr. Paul Serra
STP Nuclear Operating Company
Manager, Emergency Response, Access and Communication
P.O. Box 289
Wadsworth, Texas 77483

Ref: Letter of Agreement with STP Nuclear Operating Company (STPNOC)

Dear Mr. Serra:

This letter of agreement is to affirm that the National Weather Service (NWS) plans to participate in the Emergency Alert System (EAS) for Matagorda County as its primary volunteer EAS station for declared emergencies.

National Weather Service will make a reasonable effort to assist in the event of a declared emergency in Matagorda County, including emergencies at South Texas Project. The National Weather Service will activate the National Weather Service radios by transmitting the appropriate code from its Weather Center or by allowing Matagorda County Emergency Officials to activate directly from the Emergency Operations Center during declared emergencies.

We acknowledge the intent of the STP Nuclear Operating Company to construct two additional units at the existing STP site. The proposed Emergency Plans for STP Units 3 and 4 are based upon the existing Emergency Plans for STP Units 1 and 2 and are practicable. Our agency is committed to participate in any further development of the current Emergency Plans, including any field demonstrations, and to execute our responsibilities under these Plans in the event of an emergency.

This letter of agreement is in response to the responsibilities identified in the Emergency Management Plan for Matagorda County, Bay City, and Palacios and the STP Emergency Plan. This letter shall remain in effect until canceled or modified. A cancellation shall be preceded by a thirty (30) day written notice.

Sincerely,

William L. Read
Meteorologist in Charge

RECEIVED
NOV 20 2006
By

AREVA

November 14, 2006
EL 133/06

Mr. Paul Serra
STP Nuclear Operating Company
Manager, Emergency Response, Access and Communication
P.O. Box 289
Wadsworth, Texas 77483

Ref: Letter of Agreement with STP Nuclear Operating Company (STPNOC)

Dear Mr. Serra:

AREVA NP Inc. agrees to provide STP Nuclear Operating Company with emergency response sample analysis services and/or materials associated with laboratory services. AREVA NP Inc. can provide the capability to respond on a 24-hour-a-day, 7-day-a-week basis.

We acknowledge the intent of the STP Nuclear Operating Company to construct two additional units at the existing STP site. The proposed Emergency Plans for STP Units 3 and 4 are based upon the existing Emergency Plans for STP Units 1 and 2. AREVA NP is committed to participate in any further development of the current Emergency Plans, including any field demonstrations, and to execute our responsibilities under these Plans in the event of an emergency. The costs for participating in Emergency Plan drills and exercises will be determined upon request of laboratory participation.

Please note that STP Nuclear Operating Company would be responsible for the sample analysis costs as well as the radwaste disposal costs of accident sample materials. Sample analysis prices will be established at the time services are requested. The standard laboratory Terms and Conditions provided in Attachment A will apply to this work scope. All emergency response sample analysis services will be performed in accordance with AREVA NP Environmental Laboratory Procedure 521, "General Procedure for Processing Emergency Response Samples." A copy of this procedure is provided as Attachment B.

AREVA NP Inc. appreciates the opportunity to be of service to the STP Nuclear Operating Company. Please do not hesitate to contact the Laboratory Manager, Jeffrey Raimondi, at (508) 573-6651 if you have any questions regarding these services.

Sincerely,

H. Lee Williams
Vice President
Engineering Services

JMR/mrt
ATTACHMENTS (2)

AREVA NP INC.
An AREVA and Siemens company
Environmental Laboratory – 29 Research Drive, Westborough, MA 01581-3913
Tel: 508 573 6650 - Fax: 508 573 6680

ATTACHMENT A

TERMS AND CONDITIONS

WARRANTY

AREVA NP Inc. (AREVA NP) warrants that the services to be provided under this Agreement will be performed by qualified personnel in a workmanlike manner consistent with generally accepted standards and practices. AREVA NP shall reperform any service that fails to meet this warranty within ninety (90) days after performance of such service, provided that written notice of any claimed defect is given to AREVA NP within thirty (30) calendar days from the date the nonconformance is detected by Purchaser. If reperformance is impractical or impossible, then AREVA NP shall refund the price paid for the nonconforming services.

THE WARRANTIES AND REMEDIES SET FORTH IN THIS ARTICLE ARE EXCLUSIVE AND NO OTHER WARRANTY OR REMEDY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALINGS OR USAGE OF TRADE, SHALL APPLY.

AREVA NP ASSUMES NO LIABILITY WITH RESPECT TO THE USE OF, OR FOR DAMAGES RESULTING FROM THE USE OF, ANY INFORMATION, METHOD OR PROCESS DISCLOSED UNDER THIS CONTRACT.

LIMITATION OF LIABILITY

AREVA NP shall not be liable whether arising under contract, tort (including negligence), strict liability, or otherwise, for loss of anticipated profits, claims of Purchaser's customers, subcontractors, vendors or suppliers, governmental fines or penalties against Purchaser, loss of use of capital or revenue, cost of money, or for any special, indirect, incidental, or consequential loss or damage of any nature arising at any time from any cause whatsoever.

The total liability of AREVA NP, whether in contract, tort (including negligence), strict liability, or otherwise, shall not exceed the price of this Contract.

The provisions of this Article shall apply notwithstanding any other provision of this Contract.

RIGHTS IN DATA

Performance of the Work contracted for, shall in no way invest the Purchaser with any rights in the developments or inventions made by AREVA NP or background data and patent rights of AREVA NP. AREVA NP shall retain the right to use the information developed hereunder in its business but shall only use proprietary information of Purchaser for purposes of this contract and shall not disclose any such information in violation of its proprietary agreement with Purchaser.

TERMS OF PAYMENT

Pricing shall be in accordance with the pricing schedules included herein. Purchaser shall make payments within thirty (30) days from the date of receipt of AREVA NP's invoice. Any amount remaining unpaid after thirty (30) days shall bear interest from the due date of the invoice at a rate of one percent (1%) per month or the maximum allowed by law, whichever is the lesser. All taxes shall be to Purchaser's account other than those levied on wages/salaries of AREVA NP's employees or taxes on AREVA NP's net income.

DELAY IN PERFORMANCE

AREVA NP shall not be liable for any expense, loss or damage resulting from delay or prevention of performance caused by fires, floods, Acts of God, strikes, labor disputes, labor shortages, inability to secure materials or equipment, fuel or other energy shortages, riots, thefts, accidents, transportation delays, acts or failure to act of Government or Purchaser, delay in obtaining licenses, or major equipment breakdown, or any other cause whatsoever, whether similar or dissimilar to those enumerated above, beyond the reasonable control of AREVA NP. In the event of any delay arising by reason of any of the foregoing, the time for performance shall be equitably adjusted.

NUCLEAR APPLICATIONS

For any Agreement entered into by Purchaser that transfers to a third party any output of the Work hereunder, Purchaser shall endeavor to include the following for the protection of Purchaser, AREVA NP and their suppliers and subcontractors:

The output of the Work hereunder shall not be furnished, installed in, or used or operated in connection with, or in any manner associated with a nuclear or atomic energy activity or facility unless (a) the facility owner has agreed to enter into an agreement of indemnification with the United States Nuclear Regulatory Commission, or its successor government organization, if required under Section 170 of the Atomic Energy Act of 1954 as amended, and (b) the facility owner has agreed to obtain such policy or policies of insurance or has provided financial protection of such type and in such amounts as the United States Nuclear Regulatory Commission, or its successor government organization, shall require as a condition the facility owner's entering into the indemnity agreement referred to in (a) above. AREVA NP, its suppliers and subcontractors, shall be included among the persons protected under (b) above. Further, with respect to the insurance secured from the nuclear energy insurance pools, the facility owner shall secure and maintain any and all of the amendatory endorsements available at any time which extend the insurance in terms of the ultimate user's coverage and/or its limits of liability. The facility owner shall agree to maintain such indemnification agreement, and insurance or other financial protection in full force and effect, so long as the output from the work to be furnished hereunder shall be used.

In addition, Purchaser will endeavor to obtain, under such agreement with the nuclear power plant owner, a waiver of liability for any damage to property resulting from a defect in the licensed technology.

INTEGRATION

The AREVA NP's proposal and any resulting Contract are based solely on the Purchaser's acceptance of the terms and conditions set forth herein and the Purchaser is hereby notified that the AREVA NP expressly objects to any additional or different terms and conditions which may be contained in any purchase order issued pursuant hereto. The Purchaser agrees that this proposal and these terms and conditions constitute the entirety of the Contract between the AREVA NP and the Purchaser and all previous communications, whether verbal or written, are hereby abrogated and withdrawn. Any purchase order issued by the Purchaser shall be for record and billing purposes only and any report or products received by the Purchaser in connection herewith shall be deemed to be delivered on the basis of the terms and conditions set forth herein.

TERMINATION

AREVA NP shall have the right to terminate this Contract upon ninety (90) days advance written notice to Purchaser. AREVA NP shall be entitled to compensation for all work performed through the date of termination. At the request of Purchaser, AREVA NP will provide Purchaser a list of qualified replacement laboratories.

ATTACHMENT B

Environmental Laboratory Procedure 521,
"General Procedure for Processing Emergency Response Samples."

Prepared By		Procedure No.	521
LIMS Coordinator	N/A	Revision No.	4
Reviewed By		Approval Date	11-03-03
QA Officer		Effective Date	11-03-03
E-LAB Director		Next Review Date	11-03-08

GENERAL PROCEDURE FOR PROCESSING EMERGENCY RESPONSE SAMPLES

All of the materials contained in this procedure shall be considered proprietary, business confidential, and/or competition sensitive information. All requests to release part or all of this procedure to organizations or persons outside of Framatome ANP must have the prior approval by the Laboratory Director.

PRINCIPLE OF METHOD

The Framatome ANP Environmental Laboratory (E-LAB) will analyze environmental samples as part of the ingestion pathway evaluation following an emergency situation at a client facility that results in the release of radioactivity to the environment. Samples will be received and handled as radioactive samples by the Radiation Safety Officer (RSO). Preliminary screening will be performed by the RSO. The samples will be prepared for immediate gamma analysis by the sample preparation staff. As a guide for determining sample count times, unless otherwise specified, ingestion pathway Minimum Detectable Concentrations (MDCs) for a dose to the general population of 30 mrem whole body and 100 mrem to the critical organ based on a two-week ingestion/inhalation period will be used. Disposal of any emergency response samples remains the responsibility of the client facility.

All result reports will be forwarded to the appropriate radiological data coordinator at the client facility after review by the cognizant Environmental Laboratory staff.

REFERENCES

1. E-LAB Procedure 850, "Receipt and Storage of Radioactive Samples"
2. E-LAB Procedure 200, "Sample Receipt and General Chain-of-Custody
3. E-LAB Procedure 201, "Sample Receipt and General Chain-of-Custody Using LIMS"
4. E-LAB Procedure 110, "Suggested Sample Collection Procedures for Environmental Media"
5. E-LAB Procedure 305, "Preparation of Environmental and Bioassay Media for Analysis of Gamma Ray Emitters"
6. E-LAB Procedure 368, "The Determination of Sr-89,90 in Environmental Media Via Cerenkov Counting"
7. E-LAB Procedure 450, "The Determination of Gamma-Ray Emitting Radionuclides in Environmental Media"
8. E-LAB Procedure 400, " Operation of the EG&G Ortec Maestro Multichannel Analyzer (MCA) Emulation Software System"

9. E-LAB Procedure 405, " Operation of the SEEKER Gamma Spectroscopy Software for Gamma and X-Ray Isotopic Analysis "

10. YAEL Memorandum EL 677/86 from S.A. Farber to C. L. Harrington, "Reporting Levels for Gamma Spectroscopy of Environmental Media in Emergency Applications", dated October 21, 1986

11. E-LAB Procedure 1210, "Operation and Calibration of the LKB Model 1219 SM Liquid Scintillation Counter"

12. E-LAB Procedure 490, "Operation and Calibration of the LKB Model 1415 Liquid Scintillation Counter"

APPARATUS

1. Absorbent paper

2. Proper Personal Protective Equipment (PPE), safety glass, lab coat or apron, and disposable gloves

PROCEDURE

As used in this procedure, the RSO is the Radiation Safety Officer or his/her designated alternate.

A. Receipt

1. All samples will be received by the RSO at the shipping/receiving area of the Environmental Laboratory. All emergency response samples will be treated as radioactive samples.

2. Radiation surveys will be performed by the RSO in accordance with Reference 1.

3. The RSO will forward the sample paperwork to the cognizant record keeping staff so that the Laboratory Sample Number (LSN) and appropriate analysis worksheets can be issued immediately for the sample in accordance with Reference 2 or 3.

4. The radiation survey is performed for two primary reasons:

NOTE: The survey will be used to prioritize sample analysis. The highest activity samples will be analyzed first.

All samples with >500 cpm should be processed in the Part 50/61 Area. All other samples with a count rate >MDCR but <500 cpm can be process in the Environmental Area only with approval of the RSO or Laboratory Director.

a. The RSO shall indicate the priority status and clearly indicate on the sample worksheet(s) if the sample will be analyzed in the Environmental or Part 50/61Area.

[redacted]

b. Priority samples receive green dots. In the center of the green dot indicate the analysis laboratory as Environmental (E) or Part 50/61 (P).

NOTE: To determine the corrected counts per minute, ccpm, the survey instrument background count rate is subtracted from the survey measurement gross count rate.

B. Sample Preparation

1. Under normal circumstances, sample preparation should only be performed in the Part 50/61 laboratories. The Laboratory Director or the RSO may approve sample preparation and analysis in the low level analysis facilities of the Laboratory.

2. Proper PPE must be worn while preparing samples for gamma isotopic analysis.

3. Ensure that absorbent paper covers the work area.

4. If chemical preservatives have not been added to the sample, add the appropriate reagents to the sample in accordance with Reference 4.

5. Prepare samples for gamma spectrometry analyses according to Reference 5 with the following exceptions:

   a. Milk: Do <u>not</u> delay for eight days.

   b. Water: Do <u>not</u> delay for eight days.

   c. Forage: For gamma isotopic analyses, do <u>not</u> ash the sample. Place the sample, in its "wet" form, in the largest calibrated counting geometry. For radiostrontium analyses, take an aliquot and analyze according to Reference 6.

   d. If applicable, use geometries for gamma isotopic analyses that allow for the use of the gamma sample changers.

6. In order to prevent cross contamination of samples, change gloves between preparation of samples. Absorbent paper should also be changed between samples if deemed necessary by the RSO.

7. Place the samples in plastic bags and seal the bag prior to transporting the sample to the appropriate counting area.

C. Sample Counting

1. Gamma Spectrometry Analysis

   a. Analyze samples according to References 7, 8, and 9.

   b. Using Table 1 as a guide (Reference 10), analyze the sample to meet the listed MDCs.

c. If a sample requires a strontium analysis, return the sample to the chemistry area and notify the cognizant chemist that the sample is available.

d. Results will be reported to the appropriate individual at the client facility after cognizant senior Environmental Laboratory staff has reviewed the results.

2. Strontium Analysis

a. Analyze the sample according to References 11 or 12.

b. Using Table 1 as a guide, analyze the sample to meet the listed MDCs.

c. Results will be reported to the appropriate individual at the client facility after cognizant senior Environmental Laboratory staff has reviewed the results.

FINAL CONDITIONS

Samples are processed in accordance with this procedure and results are transmitted to the appropriate radiological data coordinator at the client facility.

TABLE 1

EMERGENCY RESPONSE SENSITIVITY LEVELS*

	Airborne (pCi/m^3)	Milk (pCi/L)	Water (pCi/L)	Fish (pCi/Kg)	Vegetable (pCi/Kg)
Np-239	4E4	2E5	1E5	5E6	3E5
Co-57	9E3	1E6	8E5	3E7	2E6
Ce-144	4E2	4E4	2E4	7E5	4E4
Ce-141	9E3	3E5	1E5	5E6	3E5
Mo-TC99	2E4	2E5	2E5	1E7	3E5
Se-75	5E4	2E5	1E5	5E6	3E5
Cr-51	2E5	1E7	5E6	2E8	1E7
I-131	3E2	6E2	6E2	6E4	2E3
Ru-103	7E3	3E5	2E5	6E6	4E5
I-133	1E3	2E3	2E3	3E5	7E3
Ba-140	3E3	5E4	5E4	3E6	1E5
Cs-134	2E3	1E4	9E3	8E5	2E4
Ru-106	3E2	3E4	2E4	7E5	4E4
Cs-137	4E3	2E4	1E4	1E6	3E4
Ag-110M	8E2	1E5	6E4	2E6	1E5
Zr-95	2E3	2E5	1E5	4E6	3E5
Co-58	4E3	3E5	2E5	8E6	5E5
Mn-54	3E3	4E5	3E5	9E6	6E5
Tel-132	1E4	9E4	5E4	2E6	1E5
Fe-59	3E3	1E5	1E5	4E6	2E5
Zn-65	4E3	8E4	7E4	8E6	1E5
Co-60	9E2	9E4	9E4	3E6	2E5
Sb-124	1E3	8E4	4E4	2E6	1E5
Sr-90		3E3	3E3		
Sr-89		4E4	4E4		

*Values derived for two-week ingestion/inhalation period and a dose commitment of 100 mrem to a critical organ or 30 mrem total body.

STP7013

STP Nuclear Operating Company

Office Memorandum

To: L. S. Barton

February 1, 2007
File No.: D35.08/D43

From: K. M. Dudley KMD

Subject: ***2007 Emergency Response Agreement***
American Nuclear Insurers

STP Nuclear Operating Company purchases Nuclear Energy Liability Insurance to alleviate the immediate financial burden that may be incurred by members of the public due to evacuation and relocation associated with any nuclear energy related incident here at the station. The station currently procures this coverage from American Nuclear Insurers (ANI).

Through this policy, ANI has agreed to assume responsibility, except where excluded by the policy, for promptly assisting members of the public who may be adversely affected by a nuclear energy related incident here at the station. ANI has committed to have their representatives on the scene, prepared to commence the distribution of emergency funding at the earliest possible time.

The attached endorsements shall serve as proof of evidence of the agreements and transfer of risk through December 2007 as follows:

1. Primary Financial Protection
   - Nuclear Energy Liability Insurance Association's Policy Number NF-307
2. Secondary Financial Protection
   - Nuclear Energy Liability Insurance Association's Policy Number N-0113
   - Nuclear Energy Liability Insurance Association's Policy Number N-0116
3. Suppliers & Transporters
   - Nuclear Energy Liability Insurance Association's Policy Number NS-0504

If you require additional, information please contact me at extension 8698 or Ron Hyde at extension 7992.

Attachment

cc:	P. L. Serra	Electronic
	R. G. Hyde w/o	Electronic
	R. D. Jones w/o	Electronic
	File	

RECEIVED
FEB 07 2007
By

O:\HUMAN_RESOURCES\INSURANCE\ANNUAL MUST DOS\2007\ANI ER AGREEMENT (2007).DOC

NUCLEAR ENERGY LIABILITY INSURANCE
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 2007

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **$937,459.00**

2. **STANDARD PREMIUM AND RESERVE PREMIUM:** In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premuim and the Reserve Premium is: **$719,265.00**

Effective Date of this Endorsement: **January 1, 2007** (12:01 A.M. Standard Time)

To form a part of Policy No. **NF -0307**

Issued To: **STP Nuclear Operating Company, Texas Genco, LP, City Public Service Board of San Antonio, City of Austin**

Date of Issue: **October 13, 2006**

For the subscribing companies

By _____ President

Countersigned by _____

Endorsement No: **100**

NE-36

NUCLEAR ENERGY LIABILITY INSURANCE
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 2007

1. **ANNUAL PREMIUM:** It is agreed that the Annual Premium due the companies for the period designated above is: **$9,492.00**

Effective Date of this Endorsement: **January 1, 2007** (12:01 A.M. Standard Time)

To form a part of Certificate No. N -0113

Issued To: **STP Nuclear Operating Company, Texas Genco, LP, City Public Service Board of San Antonio, City of Austin**

Date of Issue: **September 28, 2006**

For the subscribing companies

By _____ President

Endorsement No: **42**

Countersigned by _____

NUCLEAR ENERGY LIABILITY INSURANCE
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 2007

1. **ANNUAL PREMIUM:** It is agreed that the Annual Premium due the companies for the period designated above is: **$9,492.00**

Effective Date of this Endorsement: **January 1, 2007** (12:01 A.M. Standard Time)

To form a part of Certificate No. N -0116

Issued To: **STP Nuclear Operating Company, Texas Genco, LP, City Public Service Board of San Antonio, City of Austin**

Date of Issue: **September 28, 2006**

For the subscribing companies

By _____ President

Endorsement No: **40**

Countersigned by _____

NUCLEAR ENERGY LIABILITY INSURANCE
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 2007

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **$37,499.00**

2. **STANDARD PREMIUM AND RESERVE PREMIUM:** In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premuim and the Reserve Premium is: **$28,422.00**

Effective Date of this Endorsement: **January 1, 2007** (12:01 A.M. Standard Time)

To form a part of Policy No. **NS -0504**

Issued To: **STP Nuclear Operating Company**

Date of Issue: **October 11, 2006**

For the subscribing companies

By _____ President

Countersigned by _____

Endorsement No: **62**

NE-36

Westinghouse

RECEIVED
NOV 13 2006
By

P.O. Box 565
Wadsworth, Texas 77483
USA

Mr. Paul Serra, Manager
Emergency Response, Access & Communication
STP Nuclear Operating Company
P. O. Box 289
Wadsworth, TX 77483

Direct tel: 361-972-7785
Direct fax: 361-972-8360
e-mail: meyergj@westinghouse.com
e-mail: gimeyer@stpegs.com
Our ref: ST-WN-NOC-06-68

October 18, 2006

STP NUCLEAR OPERATING COMPANY
SOUTH TEXAS PROJECT ELECTRIC GENERATING STATION UNITS 1 AND 2
Westinghouse Emergency Response Plan Site Contacts

Reference: Letter of Agreement with STP Nuclear Operating Company (STPNOC)

Dear Mr. Serra:

Westinghouse Electric Company, LLC will provide general services related to nuclear steam supply operation during and following an accident situation. Westinghouse provides a capability to respond on a 24 hour a day basis. The contract that enacts this agreement is the General Service Agreement No. GSA 0023Q (latest Addendum). Attached is the latest contact list for STPNOC should such an event occur.

We acknowledge the intent of the STP Nuclear Operating Company to construct two additional units at the existing STP site. The proposed Emergency Plans for STP Units 3 and 4 are based upon the existing Emergency Plans for STP Units 1 and 2 and are practicable. Our agency is committed to participate in any further development of the current Emergency Plans, including any field demonstrations, and to execute our responsibilities under these Plans in the event of an emergency.

Westinghouse appreciates the opportunity to be of service to the STP Nuclear Operating Company. If there are any questions, or if further information is required regarding this matter, please do not hesitate to contact me.

Very truly yours,

WESTINGHOUSE ELECTRIC COMPANY

George J. Meyer

George J. Meyer
Resident Site Manager
South Texas Project

/am
Attachment
cc: J. J. Sheppard, STP
T. J. Jordan, STP

Electronically Approved Records are Authenticated in the Electronic Document Management System

TABLE G-1
WESTINGHOUSE EMERGENCY RESPONSE ROSTER

Title	Name	Office	Home	Cell Phone
WESTINGHOUSE EMERGENCY RESPONSE DIRECTOR				
Director	Jim Gresham	412-374-4643	[redacted]	
1st Alternate	Bob McFetridge	412-374-5557	[redacted]	N/A
Deputy Director	Rick Lee	724-722-5979	[redacted]	
1st Alternate	John Duryea	412-374-5320		
WESTINGHOUSE WINDSOR RESPONSE COORDINATOR				
1st Contact	Virgil Paggen	860-731-6287	[redacted]	N/A
1st Alternate	Ian Richard	860-731-6289		
2nd Alternate	A. Kasparian	860-731-6386		N/A
WESTINGHOUSE SERVICE RESPONSE				
Service Response Mgr.	Wally Trynock	724-722-5064	[redacted]	
1st Alternate	John Meskanik	724-722-5948		
2nd Alternate	N/A	N/A	N/A	N/A
WESTINGHOUSE EMERGENCY NEWS COMMUNICATIONS				
ENC Manager	Vaughn Gilbert	412-374-3896	[redacted]	
1st Alternate	N/A	N/A	N/A	N/A
WESTINGHOUSE EMERGENCY RESPONSE TECHNICAL SUPPORT MANAGER				
Technical Support Mgr.	Mitch Nissley	412-374-4303	[redacted]	N/A
1st Alternate	Rich Prokopovich	412-374-5427		N/A
WESTINGHOUSE EMERGENCY RESPONSE LOGISTIC MANAGER				
Logistics Manager	Lou Tylman	724-722-5256	[redacted]	[redacted]
1st Alternate	Chuck Baker	724-722-6225		
SRT Leader	Gregg Auld	724-722-5145		
1st Alternate	Frank Garofalo	724-722-5533		
Operations Support	Don Scheef	724-722-5318		N/A
1st Alternate	John Fischer	724-722-5661		[redacted]
Health Physics Support	Wayne Vogel	724-722-5924		
1st Alternate	Cary Blotzer	724-722-5944		N/A
2nd Alternate	Craig Wilson	724-722-5734		N/A

TABLE G-2
EMERGENCY RESPONSE CONTACTS

Plant	Title	Name	Office	Home	Cell Phone
SOUTH TEXAS 1 & 2	First Contact	George Meyer	361-972-7785	[redacted]	
TGX/THX	1st Alternate	James Gasperini	412-374-3392		
	2nd Alternate	Karen Chesko	412-374-3674		

[redacted]