

## **EXHIBIT 2**



**Entergy Nuclear Northeast**  
**Vermont Yankee**  
P.O. Box 250  
185 Old Ferry Rd  
Brattleboro, VT 05301

March 10, 2014

Division of Emergency Management and Homeland Security (VT)  
103 South Main St.  
Waterbury VT 05671

Dear Mr. Flynn,

Letters of Agreement are an integral part of the Vermont Yankee Emergency Plan. These Letters are reviewed annually to ensure continued compliance. I have enclosed the current Letter of Agreement between Entergy Nuclear Vermont Yankee and your organization.

Please review the enclosed Letter of Agreement between Entergy Nuclear Vermont Yankee and your organization. After reviewing the Letter, please complete the enclosed verification form(s).

Thank you for your continued support of the Vermont Yankee Emergency Plan. If you have any questions concerning this please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael P. McKenney".

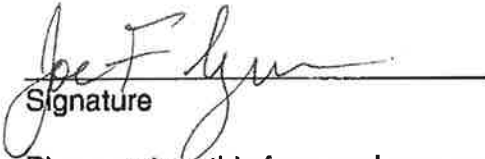
Michael P. McKenney  
Emergency Planning Manager  
Entergy Nuclear Vermont Yankee  
802-258-4183

Letter of Agreement  
Division of Emergency Management and Homeland Security (VT)  
Verification Form

Check one:

The Letter of Agreement between Entergy Nuclear Vermont Yankee and my organization is still valid to provide aid in the event of an emergency situation, including those resulting from hostile actions. No changes are necessary.

The Letter of Agreement between Entergy Nuclear Vermont Yankee and my organization requires revision. The necessary changes have been marked on the Letter and provided to Entergy.

  
Signature

03/20/2014  
Date

Please return this form and any requested changes to [jatwood@entergy.com](mailto:jatwood@entergy.com) or fax to 802-258-2101 no later than **04/30/2014**.

**LETTER OF AGREEMENT  
BETWEEN  
VERMONT YANKEE NUCLEAR POWER STATION  
AND THE STATES OF  
VERMONT, MASSACHUSETTS, AND NEW HAMPSHIRE**

**I. PURPOSE**

The purpose of this Letter of Agreement is to establish conditions regarding emergency planning notification and emergency response activities should an event at the plant require Emergency Plan activation.

**II. DEFINITIONS**

Emergency Operations Facility (EOF) – The EOF is a licensee controlled and operated facility. The EOF provides for management of overall licensee emergency response, coordination of radiological and environmental assessment, development of recommendations for public protective actions and coordination of emergency response activities with Federal, State, and local agencies.

EOF Manager – The EOF Manager is a staff member of the Licensee who is responsible for those elements conducted within the Emergency Operations Facility (EOF).

Joint Information Center (JIC) – A center dedicated to the news media for the purpose of conducting joint State, Federal, and Licensee news briefings concerning emergency conditions.

Emergency Director – A member of the Vermont Yankee Emergency Response Organization (ERO) who is responsible for planning recovery actions.

State – The states of Vermont, Massachusetts, and New Hampshire.

Licensee – Vermont Yankee Nuclear Power Station located in Vernon, Vermont.

Nuclear Alert System (NAS) – A communication system for initial notification to the State of an incident at the Licensee and the means of communication between the State and Licensee for exchange of information during the period of the incident. The three states (Massachusetts, New Hampshire and Vermont) also use the NAS to coordinate protective actions and other issues during drills, exercises, and actual incidents.

### III. AGREEMENT

The State and Licensee agree to the following:


Initial Notification:

- NAS
- A. It is the Licensee's duty and obligation to notify the three State Warning Points immediately or no later than 15 minutes after the event has been classified as either an Unusual Event, Alert, Site Area Emergency, or General Emergency. The initial notification shall be made, as specified in the Licensee and State plans, by the Licensee using the ~~Nuclear Alert System~~ <sup>Inform System</sup> ~~Commercial telephone~~ <sup>NAS Phone</sup> communications will be used as the ~~redundant~~ means. Subsequent additional information will be provided to the states via updates made by the Licensee using the ~~Nuclear Alert System~~ <sup>Inform System</sup> or ~~commercial telephone~~ communications. (More expedient notifications will be made for Initial Notification of selective security events).
- B. The Licensee will notify the three State Warning Points no later than 15 minutes after an Unusual Event emergency condition has been observed but immediately terminated. Notification shall be made, as specified in the Licensee and State plans, using the system identified in Item A above.
- C. When both the EOF and any State Emergency Operations Center (EOC) have been activated, the Licensee agrees to notify the State EOCs immediately after a decision has been reached by the Licensee on ESCALATION and/or RECOMMENDED PROTECTIVE ACTION GUIDELINES.
- D. De-escalation from an Emergency Classification level to the recovery phase or termination of the emergency will not be made without the concurrence of responsible officials at each State EOC.
- E. The State agrees to inform the Licensee of any protective actions taken.
- F. The three States agree to have the Licensee terminate an "UNUSUAL EVENT" emergency without obtaining State concurrence. However, it is the Licensee's obligation to notify the three State Warning Points when they terminate the "UNUSUAL EVENT".
- G. The Licensee and State agree to exchange and coordinate in the maintenance, updating, and exercise of both Licensee and State Emergency Plan and Emergency Procedure changes that pertain to those elements of interface prior to implementing the change. The Licensee and State will discuss and coordinate the effective date of these changes so as not to render either Emergency Plan ineffective or unworkable.


- H. The Licensee shall provide space for at least three representatives from the State at the Emergency Operations Facility (EOF) and the Joint Information Center (JIC). Location of the EOF and JIC will be the responsibility of the Licensee.
- I. The Licensee and the State agree to exchange all information known and available for emergency decision making, regarding plant conditions, plant radiological releases, off-site radiological impact and other plant technical data.
- J. The Licensee shall provide and maintain communications for the State in each of the centers listed in Item H above. Either the State or Licensee can activate the NAS system for any use as necessary. (Exception: The Control Room should be contacted only in unusual circumstances or during communications testing).
- K. The Vermont Yankee Lead Offsite Liaison will be the point of contact for State representatives arriving at the Emergency Operations Facility. Responsibilities of the State and Licensee personnel will be as outlined in their respective Emergency Plans.
- L. To maintain public confidence and to avoid public apprehension, information shall be released to the public as soon as possible and in a coordinated manner through the Joint Information Center.
- M. The Licensee and State agree to work together for the production of the Emergency Public Information disseminated to the public annually (calendars, posters, and motel brochures).
- N. The State Health Departments agree to the dose assessment methodology established by the Licensee.
- O. In the event of a radiological emergency, the Licensee agrees to an Environmental Laboratory (E-Lab) available to the State for radiochemical processing of all types of environmental media sampled.
- P. An incident shall be deemed to have terminated when, in the agreement of both the State and Licensee, there is no longer need for either consideration of further protective action or surveillance related to off-site protective action. Close out of the emergency classification shall be as outlined in respective Emergency Plans.

- Q. The State of Vermont agrees to notify the State of New York (ingestion pathway zone) and coordinate off-site radiological consequences with the State of New York during any event that should occur at Vermont Yankee.
- R. The State of Vermont agrees to notify the National Weather Service office in Albany, New York and have them activate tone alert radios in Massachusetts, New Hampshire and Vermont from the transmitter in Marlboro, Vermont in the event of a real or simulated emergency upon agreement of the three states. The State of Vermont tests that capability at least once per month.
- S. The Licensee shall notify the three States within one hour of any plant event that does not constitute an emergency classification but is significant enough to have the Licensee notify the NRC or issue a news release. This is in addition to the issues in which the licensee agreed to notify the state in an agreement with Commissioner Sleeper dated July 2004.
- T. This agreement may be amended by subsequent agreement between the State(s) and the Licensee.
- U. This agreement shall be effective as of the latest date as signed below.

LETTER OF AGREEMENT  
BETWEEN  
VERMONT YANKEE NUCLEAR POWER STATION  
AND THE STATES OF  
VERMONT, MASSACHUSETTS, AND NEW HAMPSHIRE

  
\_\_\_\_\_  
DIRECTOR  
VERMONT EMERGENCY MANAGEMENT AGENCY (VEMA)  
*Division of emergency management and Homeland  
Security*

*12/14/10*  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
VERMONT YANKEE NUCLEAR POWER STATION

*4-12-11*  
\_\_\_\_\_  
DATE



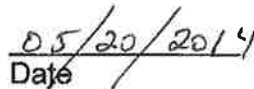
Letter of Agreement  
Division of Emergency Management and Homeland Security (VT)  
(NOAA Weather Radio)  
Verification Form

Check one:

The Letter of Agreement between Entergy Nuclear Vermont Yankee and my organization is still valid. No changes are necessary.

The Letter of Agreement between Entergy Nuclear Vermont Yankee and my organization requires revision. The necessary changes have been marked on the Letter.

  
Signature

  
Date

Please return this form and any requested changes to [jatwood@entergy.com](mailto:jatwood@entergy.com) or fax to 802-258-2101 no later than **04/30/2014**.

AGREEMENT FOR THE OPERATION OF A NOAA WEATHER RADIO  
TRANSMITTER BY VERMONT YANKEE NUCLEAR POWER STATION,  
VERNON VT

This agreement is entered into between the United States of America, Department of Commerce, National Oceanic and Atmospheric Administration, National Weather Service, hereinafter referred to as "NWS", and Vermont Yankee Nuclear Power Station, hereinafter referred to as "Cooperator".

WITNESSETH

WHEREAS, Cooperator operates a nuclear power plant, known as Vermont Yankee, and under regulations contained in Title 10 of the Code of Federal Regulations, Section 50.47(b)(5) and Appendix E, Section IV.D.3 to Part 50, is directed to provide a system for prompt emergency notification to the public and

WHEREAS, NWS operates a continuous meteorological and hydrological information and warning radio system, known as NOAA Weather Radio (NWR), which can provide a means for Cooperator to satisfy said emergency notification to the public; and

WHEREAS, Cooperator and NWS desire to provide for the installation and operation of a NWR transmitter on Ames Hill, Marlboro, Vermont, and to provide for said emergency notification means.

NOW, THEREFORE, in consideration of the benefits of this Agreement to each party, the parties agree as follows:

1. Cooperator shall provide all information required for the radio frequency license application and operate the transmitter strictly in accordance with the license.
2. Cost associated with the NWR transmitter will be borne by Cooperator. This includes, but is not limited to, costs for:
  - a. Purchase of equipment,
  - b. Installation,
  - c. Operation, including power,
  - d. Maintenance
  - e. Communications links from the NWS office to the transmitter, and
  - f. Removal or replacement of the equipment

3. Cooperator will provide dual transmitting equipment as specified by the NWS. Cooperator is solely responsible for all aspects of equipment installation, including any necessary permits. However, connection to the NWS transmitter at Albany shall be under the direction of a NWS electronic technician, and in accordance with the best modern practice. The design of any device used by Cooperator or his agent to connect to the NWS transmitter must be approved by NWS before the connection is made.
4. Cooperator will use qualified and licensed radio technicians for all transmitter maintenance. Cooperator will use its best efforts in maintaining the transmitter to ensure that outages are kept to a minimum, that breakdowns and malfunctions are quickly acted upon, and that equipment performs routinely within the Technical Specifications of said equipment and terms of the license.
5. Cooperator or designee will monitor the broadcast and will notify the Albany, New York, NWS office whenever the transmitter goes off the air and also when it again becomes operational.
6. Cooperator will perform an immediate technical checkout of the transmitter when such checkout is requested by NWS as a result of any radio frequency interference problems.
7. NWS will be allowed to check periodically the effect of Cooperator equipment on NWS equipment.
8. NWS will maintain control over all broadcast content with the exception of messages issued in connection with an emergency at the Vermont Yankee facility.
9. All messages broadcast in conjunction with a Vermont Yankee emergency will be received through the Emergency Management Agencies as described in Appendix A of this agreement, entitled "Agreement for Activation and Use of NOAA Weather Radio in Response to an Emergency Condition at Vermont Yankee Nuclear Power Station".
10. Cooperator will hold NWS free of any liability for loss or damage to Cooperator property installed to carry out this Agreement, other than loss or damage caused by NWS's failure to use reasonable care.
11. NWS will obtain the radio frequency license for the transmitter. The License will remain the property of NWS.
12. NWS will, if necessary, allow Cooperator to install, at Cooperator's expense special equipment.
13. NWS personnel will exercise reasonable care to protect property of Cooperator.
14. NWS will activate the notification system with the alert signal and broadcast messages relating to a Vermont Yankee emergency when requested by authorized officials in accordance with Appendix A.
15. In the event the NWS Network System between Albany and Ames Hill is non-operable, the NWS office will inform Emergency Management Agencies to



## APPENDIX A

### AGREEMENT FOR ACTIVATION AND USE OF NOAA WEATHER RADIO IN RESPONSE TO AN EMERGENCY AT VERMONT YANKEE NUCLEAR POWER STATION

THIS AGREEMENT is entered into between Vermont ~~Emergency Management~~, New <sup>Div. of Emergency Management +</sup> Hampshire Office of Emergency Management, and Massachusetts Emergency <sup>Hampshire</sup> Management Agency, herein after referred to as Emergency Management Agencies, and <sup>Security</sup> the United States Department of Commerce, National Oceanic and Atmospheric <sup>(DENHS)</sup> Administration, National Weather Service, herein after referred to as the "NWS".

THIS AGREEMENT is fully a part of the "Agreement for the Operation of a NOAA Weather Radio Transmitter by a Cooperator", herein after referred to as the Basic Agreement, and is referenced in the Basic Agreement as Appendix A.

THIS AGREEMENT covers the responsibilities and operational considerations between Emergency Management Agencies and the NWS relative to the use of NOAA Weather Alert Radio to alert persons living in the proximity of the Vermont Yankee Nuclear Power Station in the event of an emergency condition. This Agreement fulfills, in part, the requirements set forth by NUREG-0654/FEMA-REP-1, Revision 1, Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants; and Appendix 3 thereto.

#### RESPONSIBILITIES

##### (C) THE NWS AGREES-

- a. To activate warning alarm and to broadcast over the NWR transmitter, located on Ames Hill, Marlboro, Vermont, prescribed emergency public information messages pertaining to nuclear power station emergencies when so requested to do so by Vermont ~~Emergency Management~~ and severe weather alerts as determined by the NWS. <sup>DENHS</sup>
- b. That all prescribed emergency/public information messages held in possession of National Weather Service be given reasonable protection from misuse or accidental broadcast.
- c. After being notified by the NWS, Albany, New York that the phone line to Ames Hill is non-operational, Vermont Emergency Management will notify radio station WTSA, Brattleboro, Vermont, to activate the NWR transmitter at Marlboro, Vermont. This procedure is necessary to avert potential damage to the NWR equipment should it be operational already and WTSA attempts to also activate the system. The State of Vermont will also be responsible for notifying WTSA what the broadcast message should be. This procedure will only be accomplished in the event of an emergency at the Vermont Yankee Nuclear Power Station requiring activation of the Public Notification System.

~~DEMHS~~

(B) VERMONT EMERGENCY MANAGEMENT (~~DEMHS~~) AGREES

- a. To provide the NWS a "Standing Operating Procedure" defining the ~~DEMHS~~ <sup>DEMHS</sup> personnel authorized to request broadcast of an emergency alert message by title and name, procedures for message verification, and prescribed emergency messages approved by the Emergency Management Agencies for broadcast over the National Weather Service radio.
- b. To coordinate with the Directors of New Hampshire and Massachusetts Emergency Management Agencies, or their designees, before requesting the NWS to broadcast an emergency message, except in a fast-breaking emergency.
- c. To make requests over NAWAS, VLETS (Vermont Law Enforcement Telecommunications System), and/or commercial telephone to broadcast prescribed emergency messages.
- d. To notify the NWS upon termination of the emergency.

PUBLICITY -- The mutual role of the Emergency Management Agencies and the NWS will be recognized in all press releases, public presentations, or other public information/education activities carried out in regard to promoting the services provided for in the Basic Agreement.

AMENDMENTS AND TERMINATION -- This Agreement may be amended at any time by mutual consent of Emergency Management Agency(ies) and the NWS. This agreement is terminated in accordance with the provision of and at such time as the Basic Agreement is terminated.

IN WITNESS WHEREOF Emergency Management Agencies and the NWS have executed this Agreement effective as of the latest date written below.

For Massachusetts Emergency Management Agency

*James M. Schwenke*  
Director

3-7-12  
Date

For the United States of America  
Department of Commerce  
National Oceanic and Atmospheric Administration  
National Weather Service Eastern Region

*Eric L. [unclear]* (aemw)  
Director

5/1/12  
Date

APPENDIX A  
AGREEMENT FOR ACTIVATION AND USE OF NOAA WEATHER RADIO  
IN RESPONSE TO AN EMERGENCY AT VERMONT YANKEE NUCLEAR  
POWER STATION

THIS AGREEMENT is entered into between Vermont <sup>DEPTS.</sup> ~~Emergency Management~~, New Hampshire Office of Emergency Management, and Massachusetts Emergency Management Agency, herein after referred to as Emergency Management Agencies, and the United States Department of Commerce, National Oceanic and Atmospheric Administration, National Weather Service, herein after referred to as the "NWS".

THIS AGREEMENT is fully a part of the "Agreement for the Operation of a NOAA Weather Radio Transmitter by a Cooperator", herein after referred to as the Basic Agreement, and is referenced in the Basic Agreement as Appendix A.

THIS AGREEMENT covers the responsibilities and operational considerations between Emergency Management Agencies and the NWS relative to the use of NOAA Weather Alert Radio to alert persons living in the proximity of the Vermont Yankee Nuclear Power Station in the event of an emergency condition. This Agreement fulfills, in part, the requirements set forth by NUREG-0654/FEMA-REP-1, Revision 1, Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants; and Appendix 3 thereto.

**RESPONSIBILITIES**

**(E) THE NWS AGREES-**

- a. To activate warning alarm and to broadcast over the NWR transmitter, located on Ames Hill, Marlboro, Vermont, prescribed emergency public information messages pertaining to nuclear power station emergencies when so requested to do so by Vermont Emergency Management and severe weather alerts as determined by the NWS.
- b. That all prescribed emergency/public information messages held in possession of National Weather Service be given reasonable protection from misuse or accidental broadcast.
- c. After being notified by the NWS, Albany, New York that the phone line to Ames Hill is non-operational, Vermont Emergency Management will notify radio station WTSA, Brattleboro, Vermont, to activate the NWR transmitter at Marlboro, Vermont. This procedure is necessary to avert potential damage to the NWR equipment should it be operational already and WTSA attempts to also activate the system. The State of Vermont will also be responsible for notifying WTSA what the broadcast message should be. This procedure will only be accomplished in the event of an emergency at the Vermont Yankee Nuclear Power Station requiring activation of the Public Notification System.

DEATHS

(A) VERMONT EMERGENCY MANAGEMENT (VEM) AGREES


- a. To provide the National Weather Service a "Standing Operating Procedure" defining the VEM personnel by title and name authorized to request broadcast of an emergency alert message; procedures for message verification; and prescribed emergency messages approved by the Emergency Management Agencies for broadcast over the National Weather Service radio.
- b. To coordinate with the Directors of New Hampshire and Massachusetts Emergency Management Agencies, or their designees, before requesting the NWS to broadcast an emergency, message, except in a fast-breaking emergency.
- c. To make requests over NAWAS, VLETS (Vermont Law Enforcement Telecommunications System) and/or commercial telephone to broadcast prescribed emergency messages.
- d. To notify National Weather Service upon termination of the emergency.

PUBLICITY – The mutual role of the Emergency Management Agencies and the NOAA National Weather Service will be recognized in all press releases, public presentations, or other public information/education activities carried out in regard to promoting the services provided for in the Basic Agreement.

AMENDMENTS AND TERMINATION – This Agreement may be amended at any time by mutual consent of Emergency Management Agency(ies) and the National Weather Service. This agreement is terminated in accordance with the provision of and at such time as the Basic Agreement is terminated.

IN WITNESS WHEREOF Emergency Management Agencies and the NWS have executed this Agreement effective as of the latest date written below.

For the New Hampshire Division of Homeland Security and Emergency Management

  
\_\_\_\_\_  
Christopher M. Page, Director

10 March 2012  
Date

For the United States of America  
Department of Commerce  
National Oceanic and Atmospheric Administration  
National Weather Service Eastern Region

  
\_\_\_\_\_  
Director

5/1/12  
Date



APPENDIX A  
AGREEMENT FOR ACTIVATION AND USE OF NOAA WEATHER RADIO  
IN RESPONSE TO AN EMERGENCY AT VERMONT YANKEE NUCLEAR  
POWER STATION

*Vermont*

THIS AGREEMENT is entered into between Vermont ~~Emergency Management~~, New Hampshire Office of Emergency Management, and Massachusetts Emergency Management Agency, herein after referred to as Emergency Management Agencies, and the United States Department of Commerce, National Oceanic and Atmospheric Administration, National Weather Service, herein after referred to as the "NWS".

THIS AGREEMENT is fully a part of the "Agreement for the Operation of a NOAA Weather Radio Transmitter by a Cooperator", herein after referred to as the Basic Agreement, and is referenced in the Basic Agreement as Appendix A.

THIS AGREEMENT covers the responsibilities and operational considerations between Emergency Management Agencies and the NWS relative to the use of NOAA Weather Alert Radio to alert persons living in the proximity of the Vermont Yankee Nuclear Power Station in the event of an emergency condition. This Agreement fulfills, in part, the requirements set forth by NUREG-0654/FEMA-REP-1, Revision 1, Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants; and Appendix 3 thereto.

**RESPONSIBILITIES**

**(A) THE NWS AGREES-**

- a. To activate warning alarm and to broadcast over the NWR transmitter, located on Ames Hill, Marlboro, Vermont, prescribed emergency public information messages pertaining to nuclear power station emergencies when so requested to do so by Vermont Emergency Management and severe weather alerts as determined by the NWS.
- b. That all prescribed emergency/public information messages held in possession of National Weather Service be given reasonable protection from misuse or accidental broadcast.
- c. After being notified by the NWS, Albany, New York that the phone line to Ames Hill is non-operational, Vermont Emergency Management will notify radio station WTSA, Brattleboro, Vermont, to activate the NWR transmitter at Marlboro, Vermont. This procedure is necessary to avert potential damage to the NWR equipment should it be operational already and WTSA attempts to also activate the system. The State of Vermont will also be responsible for notifying WTSA what the broadcast message should be. This procedure will only be accomplished in the event of an emergency at the Vermont Yankee Nuclear Power Station requiring activation of the Public Notification System.

D2MH>

**(B) VERMONT EMERGENCY MANAGEMENT (VEM) AGREES**

- a. To provide the NWS a "Standing Operating Procedure" defining the VEM personnel authorized to request broadcast of an emergency alert message by title and name, procedures for message verification, and prescribed emergency messages approved by the Emergency Management Agencies for broadcast over the National Weather Service radio.
- b. To coordinate with the Directors of New Hampshire and Massachusetts Emergency Management Agencies, or their designees, before requesting the NWS to broadcast an emergency message, except in a fast-breaking emergency.
- c. To make requests over NAWAS, VLETS (Vermont Law Enforcement Telecommunications System), and/or commercial telephone to broadcast prescribed emergency messages.
- d. To notify the NWS upon termination of the emergency.

**PUBLICITY** – The mutual role of the Emergency Management Agencies and the NWS will be recognized in all press releases, public presentations, or other public information/education activities carried out in regard to promoting the services provided for in the Basic Agreement.

**AMENDMENTS AND TERMINATION** – This Agreement may be amended at any time by mutual consent of Emergency Management Agency(ies) and the NWS. This agreement is terminated in accordance with the provision of and at such time as the Basic Agreement is terminated.

IN WITNESS WHEREOF Emergency Management Agencies and the NWS have executed this Agreement effective as of the latest date written below.

Division of Emergency Management + Homeland Security  
For Vermont Emergency Management

*[Signature]*  
Director

12/2/11  
Date

For the United States of America  
Department of Commerce  
National Oceanic and Atmospheric Administration  
National Weather Service Eastern Region

*[Signature]*  
Director

5/1/12  
Date

Letter of Agreement  
Division of Emergency Management and Homeland Security (VT) (ANS)  
Verification Form

Check one:

The Letter of Agreement between Entergy Nuclear Vermont Yankee and my organization is still valid. No changes are necessary.

The Letter of Agreement between Entergy Nuclear Vermont Yankee and my organization requires revision. The necessary changes have been marked on the Letter.

Signature Joe Flynn

Date 05/22/2014

Please return this form and any requested changes to [jatwood@entergy.com](mailto:jatwood@entergy.com) or fax to 802-258-2101 no later than **04/30/2014**.

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN VERMONT YANKEE NUCLEAR  
POWER STATION (VYNPS) AND THE STATES  
OF VERMONT, MASSACHUSETTS, AND NEW HAMPSHIRE  
REGARDING THE ALERT AND NOTIFICATION SYSTEM (ANS)**

A multi-layered, emergency alert and notification system has been established/proposed for the Vermont Yankee Nuclear Power Station (VYNPS) Emergency Planning Zone (EPZ). The system consists of: 1) a network of National Oceanic and Atmospheric Administration (NOAA) Tone-Alert Radio (TAR) receivers; 2) emergency notification sirens; and, 3) a Rapid Emergency Notification Telephone System (RENTS). These three, independent systems work in concert to assure there is prompt notification of the general public in the event of an emergency at VYNPS, or any other type of emergency that might occur within the VYNPS EPZ.

**VYNPS has established and will maintain the following items:**

**I. Tone-Alert Radios (TARS)**

1. A database of TARs currently distributed and refused.
2. A program to provide replacement TARs to recipients when requested.
3. Ensuring sufficient supplies of replacement TARs are available for distribution.
4. An annual survey of TAR radio holders to verify operability of their Tone-Alert Radio.
5. An annual distribution of replacement batteries for the TARs.
6. Operating instruction on the use of the Tone-Alert Radios to be available with initial distribution of the TARs or upon request.
7. Assisting with the distribution of Tone-Alert Radios when requested by the States or the local Emergency Management Director.
8. Maintenance of required radio infrastructure of the TAR radio signal within the EPZ.

**II. Sirens**

1. The installation and all preventive and corrective maintenance of the Siren System.
2. Notification of the appropriate State and municipal agencies of routine siren maintenance and testing. These include:
  - A. WTSA – Brattleboro
  - B. WKNE – Keene
  - C. Vernon Elementary School principal, John Reed (if Vernon sirens will be tested)

- D. Shelburne Control for Mass. siren testing
- E. Southwest Mutual Aid for Vernon and NH siren testing
- F. Brattleboro police dispatch, if working in Brattleboro

**III. Rapid Emergency Notification Telephone System (RENTS)**

1. A commercial notification service that is capable of notification of the population of the entire area known as the 10 mile Emergency Planning Zone (EPZ) of an emergency using a rapid emergency notification telephone system (RENTS). The commercial service will be fully redundant, providing 2 separate and distinct facilities from which notifications can be made.
2. RENTS will include the capability of notification of the entire Vermont EPZ, or of notification of just individual town EPZ populations.
3. The service will use a commercially available database of listed and unpublished residential and commercial telephone numbers. If agreed to by any respective state, a substituted list of EPZ telephone numbers provided by the respective States, not to include unpublished numbers, as well as any additional lists of telephone numbers located in the EPZ and provided by the States, could be used.
4. Additional EPZ phone numbers (i.e. cell phone, unlisted numbers, etc.), and email addresses will be solicited starting in 2006 using various means and added as additional notification avenues for RENTS. This will also include a means for individuals to remove their names from a notification call list.
5. RENTS will have a caller capacity greater than the number of lines required to dial the first call for a 15 second notification message to each of the telephone numbers provided in the commercially available 0 to 5 mile EPZ database mentioned above within approximately 15 minutes of the full system activation, and the remainder of the EPZ within approximately 45 minutes.
6. RENTS will attempt up to 3 notification calls to each number sequenced to obtain the best notification results.
7. RENTS will be established to provide notification of the 0 to 5 mile EPZ population first, followed by the 5 to town EPZ boundary population next.
8. The commercial operator will monitor operation of any activation of the system to insure that local telephone exchanges are not rendered ineffective by the rapidity of the calling system and change the calling pattern to reduce or eliminate the issue.
9. The RENTS database will be updated annually by the commercial service.
10. The system will be tested periodically in whole or in part as agreed upon between Entergy and the States with appropriate prior notification of the resident EPZ population of such testing.

11. Operational procedures will be provided by the commercial operator to the States for their use. Commercial operator initiated changes to operational procedures will also be provided to the States for their use and adaptation when changes occur.
12. RENTS activation reports will be generated by the commercial operator and provided as soon as possible to the States detailing call response as determined by the commercial operator's equipment.

#### **I. General Requirements**

**The States have established and will maintain the following items and /or procedures:**

1. Coordinating training for the States and/or municipal Emergency Management personnel concerning the Alert and Notification System (TARs, sirens, RENTS).
2. Coordinating the activation of the Alert and Notification System when required.
3. Ensuring the municipal Emergency Management personnel are aware of their responsibilities as stated in their respective Emergency Operations Plan and of their State's acceptance of this agreement concerning the Alert and Notification System.
4. Providing a copy of this document and briefing new Emergency Management personnel that will have responsibility for implementing it.

#### **II. Tone Alert Radios (TARS)**

**A program for the distribution of the Tone-Alert Radios by municipal Emergency Management personnel that includes the following:**

1. Ensuring Equipment Loan Agreement forms are completed by resident, including complete name and physical address, and returning to VYNPS for incorporation into their database.
2. Identifying areas in individual jurisdiction that may require supplemental alerting.
3. Assisting with obtaining records of special facilities and new residents in individual jurisdiction that may require Tone-Alert Radios.
4. Assisting VYNPS in the validation of the Tone-Alert Radio holder database provided to them by VYNPS on an annual basis.

### III. Sirens

The States, in cooperation with VYNPS and with the contexts of the State and municipal emergency plans, will do the following items:

1. Establish and monitor operational procedures for the activation of the siren system in the event of an emergency.
2. Coordinate the initial and ongoing training of appropriate personnel at the State, regional and municipal level in the procedures for activating and testing the siren system.
3. Participate with VYNPS in the dissemination of emergency preparedness information as it pertains to sirens and other emergency alert and notification methods and procedures.
4. Review and update, annually, the siren operation and testing procedures with VYNPS and appropriate regional and municipal officials.

### IV. RENTS

The States, in cooperation with VYNPS and with the contexts of the State and municipal emergency plans, will do the following items:

1. Finalized operational methods for use of RENTS by the States Warning point for initiation of the notification method in conjunction with the existing systems.
2. Coordinating the training for local emergency management officials who may have responsibility for RENTS system activation.
3. Participation in a program with VYNPS of public awareness and education for the 10 mile EPZ population of the RENTS and its testing or use.
4. Develop fifteen (15) second messages appropriate for: 1) actual notification and, 2) for testing of the system.
5. Provide for and participate in an annual review and update of the methodology employed.

VYNPS and the States jointly agree to following items:

1. RENTS will be incorporated into a full notification system design that includes sirens and TARS to provide a total notification system.
2. RENTS may provide the initial notification for some residents.

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN VERMONT YANKEE NUCLEAR  
POWER STATION (VYNPS) AND THE STATES  
OF VERMONT, MASSACHUSETTS, AND NEW HAMPSHIRE  
REGARDING THE ALERT AND NOTIFICATION SYSTEM (ANS)**

This Agreement constitutes the entire agreement relating to the Alert and Notification System and cannot be revised without all parties consent. The agreement remains in effect until revised or suspended by all parties.

VERMONT YANKEE NUCLEAR POWER STATION

By: 

Date: 4-12-11

Mike Colomb  
Site Vice President

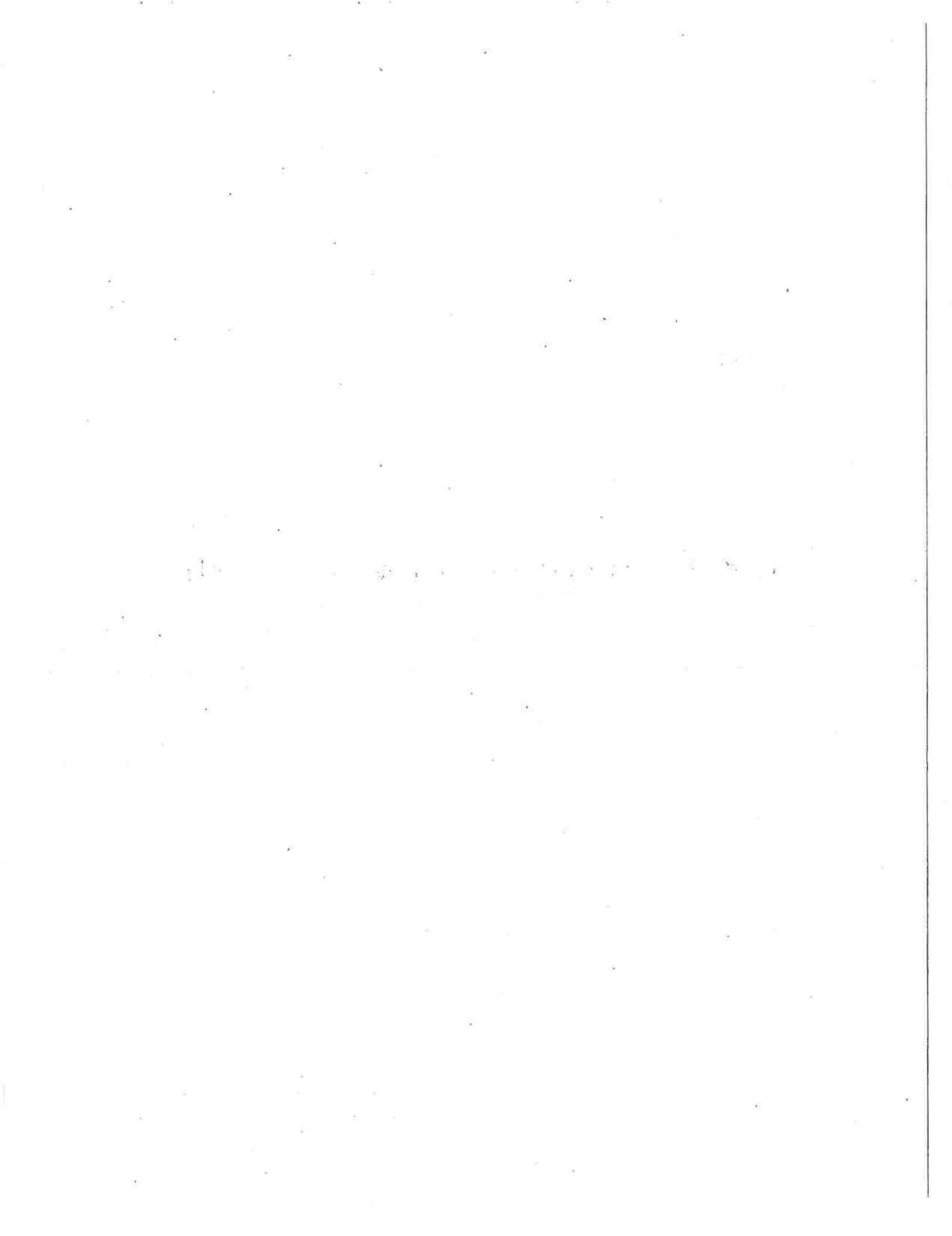
*Vt Div of Emergency Management + Homeland Security*  
~~VERMONT EMERGENCY MANAGEMENT AGENCY~~

By: 

Date: 12/14/10

Director





**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN VERMONT YANKEE NUCLEAR  
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REGARDING THE ALERT AND NOTIFICATION SYSTEM (ANS)**

A multi-layered, emergency alert and notification system has been established for the Vermont Yankee Nuclear Power Station (VYNPS) Emergency Planning Zone (EPZ). The system consists of: 1) a network of National Oceanic and Atmospheric Administration (NOAA) Tone-Alert Radio (TAR) receivers; 2) emergency notification sirens; and, 3) a Rapid Emergency Notification Telephone System (RENTS). These three, independent systems work in concert to assure there is prompt notification of the general public in the event of an emergency at VYNPS, or any other type of emergency that might occur within the VYNPS EPZ.

**VYNPS has established and will maintain the following items:**

**I. Tone-Alert Radios (TARS)**

1. A database of TARs currently distributed and refused.
2. A program to provide replacement TARs to recipients when requested.
3. Ensuring sufficient supplies of replacement TARs are available for distribution.
4. An annual survey of TAR radio holders to verify operability of their Tone-Alert Radio.
5. An annual distribution of replacement batteries for the TARs.
6. Operating instruction on the use of the Tone-Alert Radios to be available with initial distribution of the TARs or upon request.
7. Assisting with the distribution of Tone-Alert Radios when requested by the States or the local Emergency Management Director.
8. Maintenance of required radio infrastructure of the TAR radio signal within the EPZ.

**II. Sirens**

1. The installation and all preventive and corrective maintenance of the Siren System.
2. Notification of the appropriate State and municipal agencies of routine siren maintenance and testing. These include:
  - A. WTSA – Brattleboro
  - B. WKNE – Keene
  - C. Vernon Elementary School principal (if Vernon sirens will be tested)
  - D. Shelburne Control for Mass. siren testing
  - E. Southwest Mutual Aid for Vernon and NH siren testing
  - F. Brattleboro police dispatch (if working in Brattleboro)

### **III. Rapid Emergency Notification Telephone System (RENTS)**

1. A commercial notification service that is capable of notification of the population of the entire area known as the 10 mile Emergency Planning Zone (EPZ) of an emergency using a rapid emergency notification telephone system (RENTS). The commercial service will be fully redundant, providing 2 separate and distinct facilities from which notifications can be made.
2. RENTS will include the capability of notification of the entire Vermont EPZ, or of notification of just individual town EPZ populations.
3. The service will use a commercially available database of listed and unpublished residential and commercial telephone numbers. If agreed to by any respective state, a substituted list of EPZ telephone numbers provided by the respective States, not to include unpublished numbers, as well as any additional lists of telephone numbers located in the EPZ and provided by the States, could be used.
4. Additional EPZ phone numbers (i.e. cell phone, unlisted numbers, etc.), and email addresses will be solicited starting in 2006 using various means and added as additional notification avenues for RENTS. This will also include a means for individuals to remove their names from a notification call list.
5. RENTS will have a caller capacity greater than the number of lines required to dial the first call for a 15 second notification message to each of the telephone numbers provided in the commercially available 0 to 5 mile EPZ database mentioned above within approximately 15 minutes of the full system activation, and the remainder of the EPZ within approximately 45 minutes.
6. RENTS will attempt up to 3 notification calls to each number sequenced to obtain the best notification results.
7. RENTS will be established to provide notification of the 0 to 5 mile EPZ population first, followed by the 5 to town EPZ boundary population next.
8. The commercial operator will monitor operation of any activation of the system to insure that local telephone exchanges are not rendered ineffective by the rapidity of the calling system and change the calling pattern to reduce or eliminate the issue.
9. The RENTS database will be updated annually by the commercial service.
10. The system will be tested periodically in whole or in part as agreed upon between Entergy and the States with appropriate prior notification of the resident EPZ population of such testing.
11. Operational procedures will be provided by the commercial operator to the States for their use. Commercial operator initiated changes to operational procedures will also be provided to the States for their use and adaptation when changes occur.

12. RENTS activation reports will be generated by the commercial operator and provided as soon as possible to the States detailing call response as determined by the commercial operator's equipment.

## **I. General Requirements**

### **The States have established and will maintain the following items and /or procedures:**

1. Coordinating training for the States and/or municipal Emergency Management personnel concerning the Alert and Notification System (TARs, sirens, RENTS).
2. Coordinating the activation of the Alert and Notification System when required.
3. Ensuring the municipal Emergency Management personnel are aware of their responsibilities as stated in their respective Emergency Operations Plan and of their State's acceptance of this agreement concerning the Alert and Notification System.
4. Providing a copy of this document and briefing new Emergency Management personnel that will have responsibility for implementing it.

## **II. Tone Alert Radios (TARS)**

### **A program for the distribution of the Tone-Alert Radios by municipal Emergency Management personnel that includes the following:**

1. Ensuring Equipment Loan Agreement forms are completed by resident, including complete name and physical address, and returning to VYNPS for incorporation into their database.
2. Identifying areas in individual jurisdiction that may require supplemental alerting.
3. Assisting with obtaining records of special facilities and new residents in individual jurisdiction that may require Tone-Alert Radios.
4. Assisting VYNPS in the validation of the Tone-Alert Radio holder database provided to them by VYNPS on an annual basis.

### III. Sirens

**The States, in cooperation with VYNPS and with the contexts of the State and municipal emergency plans, will do the following items:**

1. Establish and monitor operational procedures for the activation of the siren system in the event of an emergency.
2. Coordinate the initial and ongoing training of appropriate personnel at the State, regional and municipal level in the procedures for activating and testing the siren system.
3. Participate with VYNPS in the dissemination of emergency preparedness information as it pertains to sirens and other emergency alert and notification methods and procedures.
4. Review and update, annually, the siren operation and testing procedures with VYNPS and appropriate regional and municipal officials.

### IV. RENTS

**The States, in cooperation with VYNPS and with the contexts of the State and municipal emergency plans, will do the following items:**

1. Finalized operational methods for use of RENTS by the States Warning point for initiation of the notification method in conjunction with the existing systems.
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4. Develop fifteen (15) second messages appropriate for: 1) actual notification and, 2) for testing of the system.
5. Provide for and participate in an annual review and update of the methodology employed.

**VYPNS and the States jointly agree to following items:**

1. RENTS will be incorporated into a full notification system design that includes sirens and TARS to provide a total notification system.
2. RENTS may provide the initial notification for some residents.

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VERMONT YANKEE NUCLEAR POWER STATION

By: \_\_\_\_\_

Date: \_\_\_\_\_

Site Vice President

Vermont Division of Emergency Management and Homeland Security

By: \_\_\_\_\_

Date: \_\_\_\_\_

Director

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VERMONT YANKEE NUCLEAR POWER STATION

By: \_\_\_\_\_

Date: \_\_\_\_\_

Site Vice President

New Hampshire Department of Safety Homeland Security and Emergency Management

By: \_\_\_\_\_

Date: \_\_\_\_\_

Commissioner

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN VERMONT YANKEE NUCLEAR  
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VERMONT YANKEE NUCLEAR POWER STATION

By: \_\_\_\_\_

Date: \_\_\_\_\_

Site Vice President

MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

By: \_\_\_\_\_

Date: \_\_\_\_\_

Director





**VERMONT YANKEE  
EMERGENCY CONTACT  
PROCEDURES**



**JULY, 2004**



**Kerry Sleeper**  
Commissioner, Department of Public Safety

**CPT William Sheets**  
Director, Vermont Homeland Security

**Albie Lewis**  
Director, Vermont Emergency Management

**Jay Thayer**  
Entergy Corporation

## VERMONT YANKEE EMERGENCY CONTACT PROCEDURES

Due to the ever increasing intelligence information that has been obtained reference the terrorists intent to conduct attacks within the United States some time this summer, it is important that we all continue to enhance emergency response protocols in our efforts to protect the citizens of this State and our critical infrastructure. In keeping with this, it is clear that we must operate with a new sense of urgency to ensure that potential threats are quickly and effectively evaluated by the appropriate stake holders during any potential or actual emergency. The Department of Homeland Security has formally identified nuclear power plants as primary critical infrastructures. As stated in Homeland Security Presidential Directive #7:

"The nation possesses numerous key resources, whose exploitation or destruction by terrorists could cause catastrophic health effects or mass casualties comparable to those from the use of a weapon of mass destruction, or could profoundly affect our national prestige and morale. In addition, there is critical infrastructure so vital that its incapacitation, exploitation, or destruction, through terrorist attack, could have debilitating effect on security and economic well being."

In our attempts to stay ahead of the ever-increasing changes of our potential adversaries, we must think beyond the mere existence of a "traditional" emergency. We do know that terrorists at times conduct smaller operations to facilitate response from emergency personnel with the intent to deploy a secondary device upon the arrival of first response resources, causing further death and destruction. We also know that terrorist frequently conduct pre-operational testing of emergency response protocols by "faking" emergencies only to observe emergency response procedures to a specific threat. Traditional Vermont Yankee response, premised and geared towards radiological response emergencies, contains little if any focus on man made or intentional acts. Thus, an immediate law enforcement assessment of any emergency situation at Vermont Yankee is required.

The following is a set of guidelines that should be followed for immediate notifications of any potential or actual emergency at Vermont Yankee:

- For all emergencies requiring Law Enforcement, EMS or Fire Department resources, Vermont Yankee personnel should continue to utilize current procedures including the 911 system. This procedure is not intended to supercede or replace the existing notifications made under existing emergency plan procedures.

Upon the receipt of any request for emergency response resources to be dispatched to Vermont Yankee, 911 dispatching staff receiving this request will contact Vermont State Police Headquarters to inform them of the situation. Headquarters' dispatching staff will ensure that both the on-call Homeland Security Unit and Vermont Emergency Management staff are informed of the developing situation.

After the initial call for emergency response resources, a senior security official from Vermont Yankee shall contact State Police Headquarters at 802-244-8727 and

Speak with the Homeland Security Unit Duty Officer to discuss the developing situation. This will allow for the quick and effective exchange of information to ensure the appropriate threat assessment is completed.


- For all emergencies not requiring on scene support, Vermont Yankee personnel are asked to contact State Police Headquarters at 802-244-8727 and speak with the Homeland Security Unit Duty Officer to inform them of the developing situation.


- Types of incidents requiring notification include but are not limited to:

Serious employee disruptions/disturbances  
Small fires not requiring formal fire department response  
Strange odors at the plant  
Smoke observed at or in the vicinity of the plant  
Explosions at or in the vicinity of the plant  
Suspicious packages  
Suspicious activity at all gates/entry points and perimeter fencing  
Any incident requiring the proactive response of VY security personnel

In summary, these procedures are designed to bring all appropriate decision makers together to ensure that an appropriate "threat assessment" is conducted on any/all potential or real threats to Vermont Yankee. In addition, these procedures will ensure that all appropriate parties are informed of evolving situations in a timely manner.

Reviewed and approved by:

  
Kerry Sleeper  
Commissioner, Department of Public Safety

  
Jay Thayer  
Site Vice President  
Entergy Corporation