

**COOPERATIVE AGREEMENT  
BETWEEN THE  
COMMONWEALTH OF PENNSYLVANIA  
AND THE  
U.S. NUCLEAR REGULATORY COMMISSION**

This agreement made this FIRST day of AUGUST, 1992, by and among the Department of Environmental Resources ("DER") and the Pennsylvania Emergency Management Agency ("PEMA"), Commonwealth of Pennsylvania, hereinafter collectively referred to as "Pennsylvania", and the U.S. Nuclear Regulatory Commission, hereinafter referred to as the "NRC", for operation of the Emergency Response Data System ("ERDS").

**WITNESSETH**

**WHEREAS**, Section 274i of the Atomic Energy Act of 1954, as amended, authorizes the NRC in carrying out its licensing and regulatory responsibilities to enter into agreements with a State "to perform inspections or function on a cooperative basis as the Commission deems appropriate."

**WHEREAS**, the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974, as amended, authorize the NRC to license and regulate, including other activities, the construction and operation of nuclear production or utilization facilities (nuclear power plants) in order to ensure common defense and security and to protect the public health and safety from radiation hazards.

**WHEREAS**, Pennsylvania recognizes the Federal Government, primarily the NRC, as having exclusive authority and responsibility to regulate the radiological and national security aspects of the construction and operation of nuclear production or utilization facilities, excluding certain authority granted to States under the Clean Air Act.

**WHEREAS**, NRC believes that its mission to protect the public health and safety can be served by a policy of cooperation with State governments and has formally adopted a policy statement on "Cooperation with States at Commercial Nuclear Power Plants and Other Nuclear Production or Utilization Facilities" (54 F.R. 7530, February 22, 1989). The policy statement provides that NRC will consider State proposals to enter into instruments of cooperation for certain programs when these programs have provisions to ensure close cooperation with NRC. This agreement is intended to be consistent with, and implement the provisions of the NRC's policy statement.

**WHEREAS**, NRC fulfills its statutory mandate to regulate nuclear power plant safety by, among other things, responding to emergencies at licensee's facilities, and monitoring the status and adequacy of the licensee's responses to emergency situations.

**WHEREAS**, Pennsylvania fulfills its statutory mandate to provide for preparedness, response, mitigation, and recovery in the event of an accident at a nuclear power plant through the Pennsylvania Emergency Management Agency and the Department of Environmental Resources, Bureau of Radiation Protection, as described in Title 35 P.S. Section 7110.101 et seq., also known as Act 1984-147, the Radiation Protection Act.

**NOW THEREFORE**, the parties hereto agree to use their abilities cooperatively for the implementation of the Emergency Response Data System ("ERDS") in the Commonwealth of Pennsylvania, as set forth herein.

## PROVISIONS

### A. Scope

1. The parties hereto, acknowledge and agree that this Agreement defines the way in which the NRC and Pennsylvania will cooperate in planning and maintaining the capability to transfer reactor plant data via the Emergency Response Data System during emergencies at nuclear power plants, in the Commonwealth of Pennsylvania.

2. The parties hereto, understand and agree that ERDS data will only be transmitted by a nuclear power plant licensee during emergencies classified at the Alert level or above; or during NRC scheduled tests, drills, or exercises when available.

3. The parties hereto, acknowledge and agree that nothing in this Agreement is intended to restrict or expand the statutory authority of NRC or the Commonwealth of Pennsylvania, or to affect or otherwise alter the terms of any Agreement in effect under the authority of Section 274b of the Atomic Energy Act of 1954, as amended; nor is anything in this agreement intended to restrict or expand the authority of the Commonwealth of Pennsylvania on matters not within the scope of this Agreement.

4. The parties hereto, acknowledge and agree that nothing in this Agreement confers upon the Commonwealth of Pennsylvania authority to (1) interpret or modify NRC regulations and NRC requirements imposed on the nuclear power facility licensee; (2) take enforcement actions; (3) issue confirmatory letters; (4) amend, modify, or revoke a license issued by NRC; or (5) direct or recommend nuclear power plant employees to take or

not to take any action. Authority for all such actions is reserved exclusively to the NRC.

B. NRC's General Responsibilities

1. The parties hereto, acknowledge and agree that the NRC is responsible for maintaining the ERDS. ERDS is a system designed to receive, store, and transmit data from in-plant data systems at nuclear power plants during emergencies.

2. The NRC agrees to provide user access to ERDS data for two user terminals for the Commonwealth of Pennsylvania during emergencies at nuclear power plants which have implemented an ERDS interface and for which any portion of the plant's 10 mile Emergency Planning Zone ("EPZ") lies within the Commonwealth of Pennsylvania. However, only one of these user terminals may be used to access ERDS at any give time. One terminal will be located in the Bureau of Radiation Protection ("BRP") of the Pennsylvania Department of Environmental Resources for use in system tests, drills, an in the very early stages of an accident. Another terminal will be located in the State Emergency Operations Center in the Pennsylvania Emergency Management Agency headquarters for BRP use in exercises and later phases of accidents.

3. The NRC agrees to provide unique software already available to NRC (not commercially available) that was developed under NRC contract for configuring an ERDS workstation. The NRC will provide training material to employees of the Commonwealth of Pennsylvania as necessary to facilitate ERDS access.

C. Pennsylvania's General Responsibilities

1. The parties hereto, acknowledge and agree that Pennsylvania will, in cooperation with the NRC, establish the capability to receive ERDS data.

2. Pennsylvania understands and agrees that Pennsylvania will provide the necessary computer hardware and commercially licensed software required for ERDS data transfer to its users.

3. Pennsylvania agrees to use the ERDS to access data from only those nuclear power plants for which any portion of the 10 mile Emergency Planning Zone falls within the borders of the Commonwealth of Pennsylvania.

4. The parties hereto, acknowledge and agree that for the purpose of minimizing the impact on plant operators, clarification of ERDS data will be pursued through the NRC whenever possible.

#### D. Implementation

Pennsylvania and the NRC acknowledge and agree to work cooperatively to ensure that the ERDS Communications and Information Exchange Protocol set forth below is followed:

1. Pennsylvania and the NRC mutually agree to make available to the other party any information within the scope of this Agreement.

2. The parties hereto, mutually agree to meet when necessary to exchange information on matters of common concern pertinent to this Agreement. Unless otherwise agreed, such meetings will be held in the NRC's Operations Center. The affected nuclear power plant licensee will be apprised of pertinent information covered by this Agreement.

3. To preclude the premature public release of sensitive information, both the NRC and Pennsylvania mutually agree to protect sensitive information to the extent permitted by the Federal Freedom of Information Act, 10 CFR Part 2.790, Pennsylvania's Right to Know Law (Act of June 21, 1957, P.L. 390, as amended, 65 P.S. ~~55~~ 66.1-66.4), and any other applicable Federal or State Law.

4. NRC agrees to conduct periodic tests of licensee ERDS data links. A copy of the test schedule will be provided to Pennsylvania by the NRC. The parties understand and agree that Pennsylvania may test its ability to access the ERDS data during the NRC scheduled tests, or Pennsylvania may schedule independent tests of its link to the NRC's ERDS.

5. NRC agrees to provide access to ERDS information during emergency exercises from licensees within the Commonwealth generating this type of simulated information. For exercises in which the NRC is not participating, Pennsylvania will coordinate with NRC in advance to ensure ERDS availability.

6. The parties hereto, understand and agree that the NRC reserves the right to preempt ERDS use for any exercise in progress in the event of an actual event at any licensed nuclear plant.

#### E. Contacts

1. The parties hereto, mutually agree that the principal senior management contacts for this Agreement will be the NRC Director, Division of Operational Assessment, Office for Analysis and Evaluation of Operational Data, and the Director, Bureau of

Radiation Protection, Pennsylvania Department of Environmental Resources. These individuals may designate appropriate staff representatives for the purpose of administering this Agreement.

2. The parties hereto understand and agree that identifying contact persons in Section E(1) of this Agreement will not restrict communication between NRC and Pennsylvania staff members on technical and other day-to-day activities.

**F. Resolution of Disputes**

1. The NRC and Pennsylvania mutually agree to work together to resolve any disputes arising between the parties hereto regarding any matter pertaining to this Agreement, or any part thereof.

2. The NRC and Pennsylvania mutually agree that the NRC's Division of Operational Assessment will have initial responsibility for the resolution of differences between the NRC's staff and Pennsylvania's staff arising from this Agreement.

3. The parties hereto, acknowledge and agree that disputes which cannot be resolved in accordance with Sections F(1) and F(2) of this Agreement will be reviewed and resolved by the NRC Director, Office for Analysis and Evaluation of Operational Data.

4. The NRC and Pennsylvania acknowledge and agree that the NRC's General Counsel has final authority to provide legal interpretation of the NRC's regulations.

**G. Effective Date**

This Agreement shall take effect upon execution and will continue in effect until terminated.

**H. Duration**

The NRC and Pennsylvania mutually agree that a formal review, not less than one year after the effective date of this Agreement, will be performed by the NRC to evaluate implementation of the cooperative Agreement and resolve any problems arising therefrom.

**I. Termination or Modification**

1. The NRC and Pennsylvania acknowledge and agree that this Agreement will be subject to periodic reviews and may be modified at any time by mutual agreement of the signatory parties.

2. The parties to this Agreement mutually agree that this Agreement may be terminated by either party, provided such party

gives prior written notice of intent to terminate to the other party at least 30 days before the termination date.

**J. Severability**

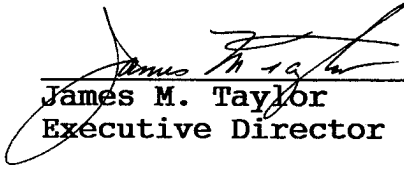
If any term, paragraph or provision of this Agreement shall be determined to be invalid for any reason, such determination shall not affect the remaining terms, paragraphs or provisions of this Agreement which shall continue to be given full force and effect.

**K. Complete Agreement**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and, except as expressly set forth herein, may be amended only by a writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FOR THE U.S. NUCLEAR REGULATORY COMMISSION

  
James M. Taylor  
Executive Director for Operations

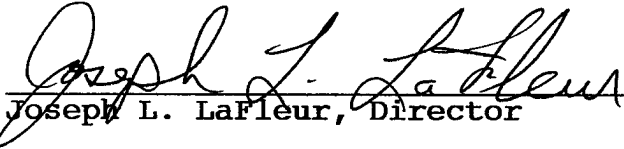
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FOR THE COMMONWEALTH OF PENNSYLVANIA  
BY: THE DEPARTMENT OF ENVIRONMENTAL RESOURCES

  
Arthur A. Davis, Secretary

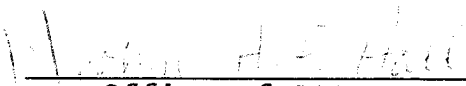

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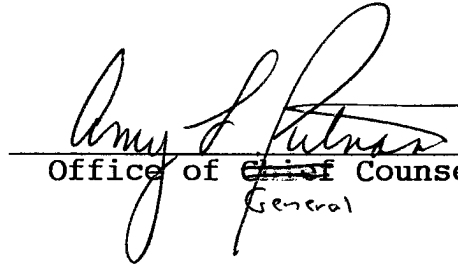
BY: THE PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY

  
Joseph L. LaFleur, Director

Date: 5-12-92

Approved as to Legality and Form: 

  
Office of Attorney General  
  
Chief/Assistant Counsel  
Dept. of Environmental Resources

  
Office of ~~Chief~~ Counsel  
General