

1. CONTRACT (Proc Inst Ident) NO: **NRI-05-80-271**
 2. EFFECTIVE DATE: **1/1/80**
 3. REQUISITION/PURCHASE REQUEST/PROJECT NO:
 4. CERTIFIED FOR NATIONAL DEFENSE UNDER RDSA REG 2 AND/OR DMS REG 1.
 5. ISSUED BY: **U. S. Nuclear Regulatory Commission
 Division of Contracts
 Washington, D.C. 20555**
 6. ADMINISTERED BY (If other than block 5):
 7. DELIVERY FOR DESTINATION:
 OTHER (See below)

8. CONTRACTOR NAME AND ADDRESS: **State of New York
 Department of Environmental Conservation
 Bureau of Radiation
 50 Wolf Road
 Albany, NY 12233**
 9. DISCOUNT FOR PROMPT PAYMENT: **Net**
 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 12

11. SHIP TO/MARK FOR: **U. S. Nuclear Regulatory Commission
 Office of Inspection and Enforcement
 ATTN: Lawrence K. Cohen
 Washington, D.C. 20555**
 12. PAYMENT WILL BE MADE BY: **U. S. Nuclear Regulatory Commission
 Office of the Controller
 ATTN: Director, Division of Accounting
 Washington, D.C. 20555**

THIS PROCUREMENT WAS ADVERTISED, NEGOTIATED, PURSUANT TO:
 10 U.S.C. 2304 (a)(1)
 41 U.S.C. 252 (a)(10)

ACCOUNTING AND APPROPRIATION DATA: **31X0200.300 B&R No. 30-19-04-03 Fin. No. B5109**
\$32,225.00 is covered by this appropriation

13. ITEM NO.	14. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	COOPERATIVE AGREEMENT: ENVIRONMENTAL MONITORING PROGRAM WITH THE STATE OF NEW YORK				

POOR ORIGINAL

TOTAL AMOUNT OF CONTRACT \$135,500.00

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

26. AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

27. UNITED STATES OF AMERICA
 Signature of Contracting Officer: *Kellogg V. Morton*

28. NAME OF CONTRACTING OFFICER (Type or print): **Kellogg V. Morton**
 29. DATE SIGNED: **6-26-80**

NAME OF CONTRACTOR: _____
 NAME AND TITLE OF SIGNER (Type or print): **M. Peter Vanahan, Jr.**
 FIRST DEPUTY COMMISSIONER

8007210267

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COOPERATIVE AGREEMENT

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ARTICLE I - DEFINITIONS

- A. The term "Commission" means the United States Nuclear Regulatory Commission or any duly authorized representative thereof, including the Contracting Officer, except for the purpose of deciding an appeal under the article entitled "Disputes."
- B. The term "Contracting Officer" means the person executing this cooperative agreement on behalf of the Government and includes his successors or any duly authorized representative of any such person.
- C. The term "Contractor" means the State entering into this cooperative agreement.

ARTICLE II - SCOPE OF WORK

The State and the Commission shall engage in a cooperative agreement for measuring concentrations of radioactivity and radiation levels in the environment of Commission-licensed activities in sites selected by the Commission. The principal objectives of the program are to 1) provide reasonable assurance that environmental measurements made by the licensee under Commission requirements are valid, and 2) to independently monitor direct radiation levels in the environs of nuclear facilities.

The full scope of this cooperative agreement is set forth in Attachment A, STATEMENT OF WORK, which is attached hereto and by this reference made a part hereof.

ARTICLE III - PERIOD OF PERFORMANCE

- A. The period of performance hereunder shall commence on January 1, 1980, and shall continue through December 31, 1982, unless sooner terminated or extended, as hereinafter provided.
- B. The State and the Commission, by mutual agreement, may extend the period of performance through the execution of supplemental agreements to this cooperative agreement.
- C. Either party may terminate this cooperative agreement, in whole or in part, upon sixty (60) days written notice to the other party. If this cooperative agreement is so terminated, the Commission shall be liable only for payment in accordance with the consideration and payment provisions of this cooperative agreement for services rendered prior to the effective date of termination.

ARTICLE IV - DIVISION OF RESPONSIBILITY

In the performance of work under this cooperative agreement, the division of responsibility shall be as follows:

- A. At the request of the Commission, the State will conduct off-site activities which shall consist of collecting environmental media samples, analyzing samples and exchanging dosimeters for measuring radiation levels, as specified in Attachment A.

- B. The Commission will participate with the State in developing schedules, sample and data collection procedures, analytical methods and other aspects of the program. The parties may split samples for separate analyses.
- C. The State will prepare and submit to the Commission reports in a format and time sequence as specified in Attachment A.

ARTICLE V - CONSIDERATION AND PAYMENT

A. Consideration

- 1. The Commission will provide funds, subject to the availability of appropriation, to the State in the amount of \$135,500.00 during the three (3) year period of performance. The rate of payment to the State will be as follows:

CY 1980 - \$7,200.00 per site, per year/environmental media program

CY 1980 - \$1,000.00 per site, per year/TLD program

CY 1981 - \$7,900.00 per site, per year/environmental media program

CY 1981 - \$1,100.00 per site, per year/TLD program

CY 1982 - \$8,700.00 per site, per year/environmental media program

CY 1982 - \$1,200.00 per site, per year/TLD program

- 2. The State will contribute, as a minimum, an amount or in kind services equal to the Commission's contribution in 1. above.
- 3. The amount presently obligated by the Commission with respect to this cooperative agreement for the CY 1980 effort is \$32,225.00.

B. Payment

- 1. The Commission shall render payment to the State in approximately thirty (30) days after submission of proper and correct quarterly vouchers.
- 2. The State should address the original voucher with four copies to:

U. S. Nuclear Regulatory Commission
Office of the Controller
ATTN: Director, Division of Accounting
Washington, D.C. 20555

ARTICLE VI - DISPUTES

- A. Except as otherwise provided in this cooperative agreement, any dispute concerning a question of fact arising under this cooperative agreement which is not disposed of by mutual agreement shall be decided by the

Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the State. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy, the State mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Commission. The decision of the Commission or its duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the State shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the State shall proceed diligently with the performance of the cooperative agreement and in accordance with the Contracting Officer's decision.

- B. This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph A. above: Provided, That nothing in this cooperative agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

ARTICLE VII - AVAILABILITY OF DATA

Any and all data collected, pursuant to this cooperative agreement by either party alone or jointly, shall be available in full to the other party. All data collected by the State, pursuant to this cooperative agreement, shall be sent to the NPC Office of Inspection and Enforcement, Region I Office, 631 Park Avenue, King of Prussia, Pennsylvania 19406, ATTN: Chief, Fuel Facility and Materials Safety Branch. To assure validity and accuracy of data released for publication, each party shall have thirty (30) days from receipt of data under the program to review such data for the purpose of verification, as appropriate, prior to release to the public, unless otherwise required by law, or both parties agree to release.

ARTICLE VIII - PARTICIPATION BY OTHER GOVERNMENT AGENCIES

The Commission shall have the right to request and accept the participation of other Federal Government agencies in the program and to keep other interested Federal agencies fully and currently informed of the activities undertaken under this cooperative agreement.

ARTICLE IX - EXAMINATION OF RECORDS

The State agrees that the Commission and the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this cooperative agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records involving transactions related to this cooperative agreement.

ARTICLE X - OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this cooperative agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this cooperative agreement if made with a corporation for its general benefit.

ARTICLE XI - COVENANT AGAINST CONTINGENT FEES

The State warrants that no person or selling agency has been employed or retained to solicit or secure this cooperative agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the State for the purpose of securing business. For breach or violation of this warranty, the Federal Government shall have the right to annul this cooperative agreement without liability, or in its discretion, to deduct from the cooperative agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XII - CONVICT LABOR

In connection with the performance of work under this cooperative agreement, the State agrees not to employ any person undergoing sentence of imprisonment at hard labor.

ARTICLE XIII - NONDISCRIMINATION

The State agrees to comply with the Commission's Regulation (Part 4 of Title 10, Chapter 1, Code of Federal Regulations), as amended, effectuating the provisions of Title VI of the Civil Rights Act of 1964 and Title IV of the Energy Reorganization Act of 1974, as amended.

ATTACHMENT A

STATEMENT OF WORK

RADIATION MONITORING PROGRAM REQUIREMENTS

I. PURPOSE

The purpose of this cooperative agreement is to establish a collaborative program between the State of New York (hereinafter called the "State") and the Commission to provide independent measurements of radioactivity and radiation levels in the environment around selected Commission licensed activities, and to provide reasonable assurance that a licensee's environmental measurements are valid.

II. GENERAL REQUIREMENTS

The Commission and the State will collaborate in implementing and conducting programs at individual sites within the State in accordance with the following general requirements:

A. The State, within a reasonable time after the effective date of this cooperative agreement, will take action to provide facilities, qualified personnel and/or agencies as may be necessary to accomplish the work described in this cooperative agreement. The State thereafter will maintain for the period of this cooperative agreement, a sufficient level of effort to fulfill the objectives of the cooperative agreement.

B. Programs will be undertaken at the following sites:

Indian Point Station
Nine Mile Point Nuclear Station
R. E. Ginna Nuclear Power Plant
Nuclear Fuel Services, Inc. (West Valley, NY)
Union Carbide

C. Attachments 1, 2, and 3 show the overall sampling and analyses requirements for facilities. Attachment 2 also gives the minimum detectable capabilities for the samples analyzed. No on-site samples will be collected pursuant to the cooperative agreement unless specifically requested or approved by the Commission.

III. PROCEDURES FOR IMPLEMENTING AND CONDUCTING THE PROGRAMS

A. The Commission's Office of Inspection and Enforcement (IE) Technical Representative will provide technical liaison, as necessary, between the State and the licensee, in all matters relating to the program conducted pursuant to the cooperative agreement. This liaison may be delegated to the NRC Region I Technical Representative for the particular NRC licensee involved.

- B. The State will make all necessary contacts and arrangements for collecting samples in the off-site environment, e.g., obtaining access to private property, assistance of State or local agencies, arranging with private firms for services, etc.
- C. The State and the Commission will jointly make all necessary contacts and arrangements with the licensee to split samples with the licensee, obtain duplicate samples and obtain licensee's data on the comparative samples.
- D. The Commission will assist the State in selecting sampling locations, arranging for laboratory support, as necessary, splitting samples periodically, assisting State in obtaining licensee's comparative data, and consulting with the State on matters of mutual concern.
- E. The State will exchange TLDs at stations established jointly by the Commission and the State on a frequency of 92 ± 7 days starting on January 1, 1980. The interval between exchanges shall not be smaller than 80 days nor larger than 100 days.

During an exchange, the State will replace TLDs currently in the field with annealed TLDs supplied by NRC Region I office. Intransit control TLD will be placed in lead cask on arrival at State's point of dispatch.

Exposed TLDs will be shipped back to NRC Region I as soon as possible by conveyance agreed upon by the Commission and State.

- F. The State will notify the NRC Office of Inspection and Enforcement Region I Office by telephone (215/337-5217, FTS 488-1217) and written confirmation as soon as practicable after it becomes aware of any observed unusual condition, level of radiation, or concentrations of radioactive material measured in carrying out the programs at individual sites.
- G. The Commission will make the necessary inspections, investigations, and inquiries to ascertain the status of compliance by the licensees with license provisions, rules, orders, and regulations of the Commission and to determine the safety of licensee operations; and will initiate enforcement or other regulatory action as appropriate. Results of such inspections, investigations, or inquiries conducted in response to such notification shall be provided to the State.

IV. REPORTING

- A. The State will provide the Commission with an annual report of all off-site analyses with comparisons of similar analyses by the respective licensee within 120 days after January 1 of each year. The report shall follow the format of Attachment 3. In the event that some results are not available within the 120-day period, the report shall be submitted noting and explaining the reasons for the missing

results. The missing data shall be submitted as soon as possible in a supplementary report. If samples are not available, data analysis is not expected. However, a brief explanation as to why the sample was not provided is requested. If samples or data are not available because of the reluctance of the licensee to provide them, the NRC IE Regional Technical Representative should be notified as soon as possible. The annual report shall also include a summary of the State's EPA crosscheck program results for the past year.

- B. The Commission will arrange for the timely distribution of the reports within the Commission and to the licensee, and any other Federal, State or local agencies as may be necessary in meeting the intent of the "National Environmental Policy Act of 1969" (Public Law 91-190, 83 Stat. 853, dated January 1, 1970) for keeping affected agencies informed.
- C. The Commission will work with the State in making the program findings publicly available through special bulletins, press releases, and publication in appropriate technical journals or periodicals, or otherwise, to assure prompt and wide distribution of the data at minimum cost.
- D. The State will provide to the Commission on a quarterly basis, a report covering NRC funds expended during the preceding quarter, a total expenditure of funds under this cooperative agreement, and a tabulation of Services Rendered by facility. The format is shown in Attachment 4. This report shall be submitted to the Contracting Officer.

ATTACHMENT 1

ENVIRONMENTAL RADIOLOGICAL VERIFICATION MONITORING PROGRAM
AROUND NUCLEAR POWER PLANTS

<u>Exposure Pathway and/or Sample</u>	<u>Number of Samples and Location</u>	<u>Sampling and Collection Frequency</u>	<u>Type of Frequency of Analysis</u>
AIRBORNE:			
Particulates	One sample from location of high calculated ground level concentration and in close proximity of licensee sampler.	Continuous operation of sampler with sample collection as required by dust loading but at least once per 7 days.	Gross beta radioactivity following filter change composite for gamma isotopic analysis quarterly
Radioiodine	One sample from control location. (Albany) Same as particulates.	One sample per month.	Analyze for I-131
WATERBORNE:			
Surface	One sample, split with licensee,* from immediate area of discharge, (or at nearest downstream drinking water supply) and one sample at upstream control location.	Composite sample quarterly	Gamma isotopic analysis monthly and tritium
INGESTION:			
Milk	One sample, split with licensee,* at the off-site dairy farm or individual milk animal at the location having highest X/Q. One duplicate sample	Quarterly	Gamma isotopic and radioiodine analyses.
Fish or Invertebrates	One sample, split with licensee,* of a commercially or recreation-ally important species in vicinity of discharge point.	Monthly Monthly <i>Annually</i>	<i>Gamma isotopic & I-131</i> Gamma isotopic of edible portions.

*To be provided by licensee

Corrected 5/15/80 JRS

<u>Exposure Pathway and/or Sample</u>	<u>Number of Samples and Location</u>	<u>Sampling and Collection Frequency</u>	<u>Type of Frequency of Analysis</u>
Food Products	Two samples split with licensee,* of principal food products grown near point having the highest X/Q or from any area which is irrigated by water in which liquid plant wastes have been discharged or green leafy vegetables at a private garden or farm in the immediate area of the plant.	At time of harvest.	Gamma isotopic on edible portion.
Sediment	One sample split with licensee*	Annually.	Gamma isotopic analysis.
TLD-Direct Radiation	<ul style="list-style-type: none"> a. TLD badges in 16 sectors around plant site at two distances from site boundary: <ul style="list-style-type: none"> 1) Site boundary out to 1 mile 2) Two (2) to 4 miles from site boundary. b. Population centers within 10 miles. c. Maximum exposed residences within 3 miles. d. High public interest sites within 5 miles. e. Background control sites (3) greater than 15 miles from plant 	Quarterly	Analyses to be performed by Commission.

*To be provided by licensee

Attachment 1a

UNION CARBIDE RADIOLOGICAL MONITORING PROGRAM

Exposure Pathway and/or Sample	Number of Samples and Location	Sampling and Collection Frequency	Type & Frequency of Analysis
AIRBORNE:	1 sample from location of high calculated ground level concentration and close to site boundary.	1 sample per week.	Gross beta-weekly; Gamma isotopic on quarterly composite.
Radiiodine	1 sample from control location. (Albany) Same as particulates.	1 sample per week.	Analyze for iodine 131 weekly.
DIRECT:	To be determined by NRC.	Quarterly	To be performed by NRC.
WATERBORNE:	1 sample from immediate area of discharge.	1 sample per month	Gross beta; tritium; iodine 125; iodine 131 - all monthly.
INGESTION:			
Food Products	Location to be determined from license Land Use Census.	At time of harvest. One sample of broad leaf vegetation.*	I-131 analysis.

*To be provided by licensee

Attachment 1b

NUCLEAR FUEL SERVICES RADIOLOGICAL MONITORING PROGRAM

Exposure Pathway and/or Sample	Number of Samples and Location	Sampling and Collection Frequency	Type and Frequency of Analysis
AIRBORNE:			
Particulates	1 sample from location of high calculated ground level concentration.	1 sample per week.	Gross beta-weekly; Gamma isotopic-quarterly composite; strontium 90, quarterly composite.
	1 sample from control location. (Albany)		
DIRECT:	To be determined by NRC.	Quarterly.	To be performed by NRC.
WATERBORNE:	1 split sample* from immediate area of discharge - Cataraugus Creek.	1 sample per Quarter.	Gross beta; tritium; gamma isotopic - all Quarterly.
INGESTION:			
Milk	2 sample locations - one at nearest dairy farm and one at nearest dairy farm in predominant wind direction.	1 sample during the month of August.	Gamma isotopic, strontium 90 - each sample.

*To be provided by NFS

ATTACHMENT 2

DETECTION CAPABILITIES FOR ENVIRONMENTAL SAMPLE ANALYSES

LOWER LIMIT OF DETECTION ^a (LLD)						
<u>Analysis</u>	<u>Water (pCi/l)</u>	<u>Airborne Particulate or Gas (pCi/m³)</u>	<u>Fish, Meat or Poultry (pCi/kg, wet)</u>	<u>Milk (pCi/l)</u>	<u>Food Products (pci/kg, wet)</u>	<u>Sediment (pCi/kg, dry)</u>
gross beta	2	0.01				
³ H	330					
⁵⁴ Mn	15		130			
⁵⁹ Fe	30		260			
^{58,60} Co	15		130			
⁶⁵ Zn	30		260			
⁹⁵ Zr-No	10					
¹³¹ I	0.4	7 x 10 ⁻²		1	60	
¹³⁴ Cs, ¹³⁷ Cs	15	1 x 10 ⁻²	130	15	60	150
¹⁴⁰ Ba-La	15			15		

a. The nominal LLD is defined in HASL 300 (rev 8/74) pp D-08-01, 02, 03 at the 95% confidence level. The LLD for radionuclides analyzed by gamma spectrometry will vary according to the number of radionuclides encountered in environmental samples. These detection levels should be used as minimum criteria for objectives for instrumentation and analytical procedure selection. The LLD is calculated to the end of the total sampling period.

ATTACHMENT 3

Name of Facility

(Location of Facility)

(Reporting Period)

Medium or Pathway Sampled	Split or Duplicate Sample	Location Name	Distance & Direction	Date	State Results	Licensee Results
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ATTACHMENT 4

Description of Services Rendered

Facility _____ Location _____

No. Samples	Sample Type	Analyses Performed				No. Analyses
		Beta	Gamma	Tritium	I-131	
18	Air Particulate	18	6			24
58	Radioiodine		58			58
18	TLDs					18
6	Water		6	4		10
2	Sediment		2			2
2	Milk		2		2	4
0	Food Products					0
2	Fish		2			2
						118

Man-hours expended:

Field Sampling.....351 hours
Analytical Services.....229 hours
Quality Assurance..... 46 hours
Administration.....127 hours
753