



UNITED STATES  
NUCLEAR REGULATORY COMMISSION  
WASHINGTON, D. C. 20555

PDR

CHAIRMAN

October 4, 1994

James Kleinhans, Chairman  
Radioactive Waste Review Board  
3817 Mineral Point Road  
Madison, Wisconsin 53705-5100

Dear Mr. Kleinhans:

Thank you for your letter of August 26, 1994, regarding your proposal to negotiate an agreement with the NRC to cover the construction and operation of a proposed independent spent fuel storage installation (ISFSI) at the Point Beach Nuclear Power Plant. As a matter of general policy, the Commission has cooperated with State and local governments by providing information and documentation regarding particular ISFSI's in question. We have also entered into formal cooperative information-sharing agreements with the States of Maryland and Minnesota regarding ISFSIs at the Calvert Cliffs and Prairie Island nuclear power plants (see enclosures).

Although the Maryland and Minnesota agreements involve NRC site-specific ISFSI licenses, we would be willing to discuss an agreement for information-sharing, appropriately adopted to the circumstances at Point Beach, where the licensee plans to use an approved cask under the NRC general license. We understand, of course, that litigation is pending in Wisconsin State Court regarding the Board's authority respecting the Point Beach ISFSI. Nothing in this letter should be construed in any way as an NRC position on any issue in that litigation.

I have asked Mr. Robert Bernero, Director of NRC's Office of Nuclear Material Safety and Safeguards, to serve as the NRC contact in this matter. When the Board wishes to proceed, you can reach Mr. Bernero by telephone at 301-415-7800.

Sincerely,

Kenneth C. Rogers  
Acting Chairman

110066

Enclosures:

1. Baltimore Gas and Electric Company  
(Calvert Cliffs Independent Spent Fuel Storage Installation) - Stipulation
2. Northern States Power Company - Notice to Withdrawal and Withdrawal of Motion to Intervene Out of Time of the Prairie Island Mdewakanton Sioux Indian Community

cc: Mr. Bob Link  
Wisconsin Electric Power Company

9410120176 941004  
PDR ADOCK 05000266  
Y PDR

DF02

May 11, 1990

UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION

BEFORE THE ATOMIC SAFETY AND LICENSING BOARD

In the Matter of )  
 )  
BALTIMORE GAS AND ELECTRIC )  
COMPANY ) Docket No. 72-8  
 )  
(Calvert Cliffs Independent )  
Spent Fuel Storage )  
Installation )  
 )

STIPULATION

In consideration of the matters set forth herein, the State of Maryland ("State"), the Staff of the Nuclear Regulatory Commission ("Staff"), and the Baltimore Gas and Electric Company ("Company"), sometimes collectively referred to hereinafter as "the Parties," agree as follows:

WHEREAS, on December 21, 1989, the Company filed an application with the Nuclear Regulatory Commission ("Commission") for a materials license which would authorize it to possess spent fuel and other radioactive materials associated with spent fuel storage in an independent spent fuel storage installation ("ISFSI"), located on the site of the Company's Calvert Cliffs Nuclear Power Plant in Calvert County, Maryland ("Application"); and

Enclosure 1

~~9609260065~~ 700.

WHEREAS, in response to a Notice of Opportunity for Hearing, published on February 9, 1990 (55 Fed. Reg. 4742), the State filed a timely Petition For Leave to Intervene on March 8, 1990 ("Petition") seeking "a forum for resolution of issues related but not limited to the degree of radiological monitoring required for the proposed facility, its security, and the facility's potential impacts on the State, its environs, and the health, safety and welfare of its citizens," in which the State did not expressly request that a hearing on the application be held; and

WHEREAS, on March 23, 1990, the Company filed a response indicating that it had no objection to the State's standing to participate and its identification of the aspects of the proceeding as to which it sought to participate, but noted that it intended to explore the possibility of resolving the State's concerns without the necessity for a hearing; and,

WHEREAS, on March 28, 1990, the Staff filed a response which likewise did not object to the State's standing to participate and its identification of the aspects of the proceeding as to which it sought to participate, but which also indicated that Staff would explore the settlement of the State's concerns; and,

WHEREAS, on March 29, 1990, the Commission established an Atomic Safety and Licensing Board ("Licensing Board") to rule on petitions for leave to intervene and/or requests for hearing and

to preside over the proceeding in the event that a hearing was ordered; and,

WHEREAS, on April 4, 1990, the Licensing Board issued a Memorandum and Order (a) finding that the State had established its standing to intervene and that, subject to its submittal of at least one acceptable contention, it will be admitted as a party to this proceeding, and (b) establishing a procedural schedule; and,

WHEREAS, the State, having subsequently met with Staff and the Company and having reached agreement with the Staff and the Company concerning certain procedures to be followed in future processing of the Application, now wishes to withdraw its Petition, subject to the terms and conditions set forth in this Stipulation.

NOW THEREFORE, the parties agree as follows:

FIRST, It is the intent of the Parties to have a full and open exchange of information concerning the Company's plan to site and operate an ISFSI at the site of its Calvert Cliffs Nuclear Power Plant, subject to such conditions as may be necessary and appropriate for the protection of classified, proprietary and/or security or safeguards information, and to afford the State a timely opportunity to present its views, concerns and information to the Company and the Staff and to have those

parties consider the State's views, concerns and information on a timely basis during the licensing review process for the ISFSI. To this end, the Parties agree that these intentions will govern their actions in this licensing process and the interpretation of the terms and conditions set forth in this Stipulation.

SECOND, The Company agrees to furnish the State with copies of all correspondence, reports, documents, or written information of any kind in any form whatsoever which the Company furnishes to the Commission, the Staff or the Staff's consultants to support the Application. Similarly, the Staff agrees to furnish to the State copies of any correspondence, reports, or documents sent to or received from any other federal, state, or local entity (not including draft, pre-decisional or other documents prepared or received by the Commission, the Staff and/or its consultants which are or would be protected from disclosure under the Freedom of Information Act), which pertain to the Application or the Staff's review and evaluation thereof. The obligations of the Company and the Staff in this paragraph shall be subject to such conditions as may be necessary and appropriate for the protection of classified, proprietary, and/or security or safeguards information.

THIRD, The Staff agrees to provide the State with timely notification, on a best efforts basis, of upcoming meetings

between the Staff and the Company relevant to the Staff's review of, and the licensing process for, the Application.

FOURTH, The Parties agree to make timely response, on a best efforts basis, to any other Party's request for reasonable additional information relevant to the Staff's review of, and the licensing process for, the Application, provided that the Staff and/or its consultants shall not be required to perform additional calculations or analyses except as the Staff deems appropriate.

FIFTH, The Staff agrees to afford the State a reasonable opportunity to present its views in a timely manner to the Staff concerning the Application, before the Staff makes a final recommendation or determination on any approval of, or conditions for, the requested license. Further, should the Staff and the State be unable to resolve conflicting viewpoints concerning the approval of, or conditions for, the license, the Staff agrees to provide the State, on request, a written justification or explanation of its position.

SIXTH, The Company agrees to provide continuous monitoring and real-time measurement at the instrument location of radiation dose rates during operation of the ISFSI. The Company will also perform pre-operational baseline monitoring of radiation dose rates. The Company will further perform measurements of the levels of airborne radioactivity during appropriate operational

activities. The monitoring described in this paragraph shall permit quantification of radiological releases during any off-normal ISFSI condition. The Company will consult with the State regarding the design of said monitoring system, provided that the Company shall remain responsible for the design of the system.

SEVENTH, The Company agrees that its radiological emergency plan for Calvert Cliffs Nuclear Power Plant will provide reasonable assurance that adequate protective measures can and will be provided in the event of a radiological emergency associated with operation of the ISFSI, in accordance with Commission regulations.

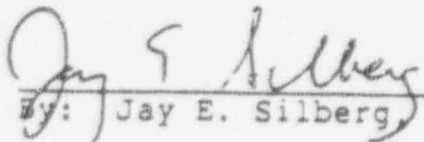
EIGHTH, Immediately upon the execution of this Stipulation, (a) the State shall execute a Notice of Withdrawal of its Petition, in the form set forth in the Attachment hereto, and (b) the Company shall execute and transmit to the Licensing Board a letter, in the form set forth in the Attachment hereto, requesting that the Licensing Board confirm that the proceeding has been terminated.

NINTH, This Stipulation shall take effect upon issuance by the Licensing Board of a final order confirming the termination of, or terminating, the proceeding before the Board, except that paragraph EIGHTH shall take effect upon execution of this Stipulation.

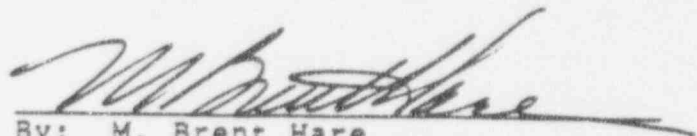
IN WITNESS WHEREOF, the parties have set their hands and seals this 11th day of May, 1990.

Respectfully submitted,

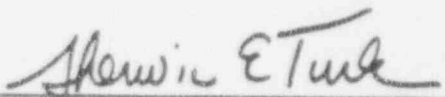
Baltimore Gas and Electric  
Company

  
By: Jay E. Silberg, Esq.

State of Maryland  
Department of Natural Resources

  
By: M. Brent Hare  
Assistant Attorney General

U.S. Nuclear Regulatory Commission  
Staff

  
By: Sherwin E. Turk, Esq.  
Office of the General Counsel

s/150jes5403.90



UNITED STATES OF AMERICA  
BEFORE THE  
NUCLEAR REGULATORY COMMISSION

Northern States Power )  
Company )

Docket Nos. 72-10, 50-282/306

NUCLEAR  
SUPPORT

MAR 14 1991

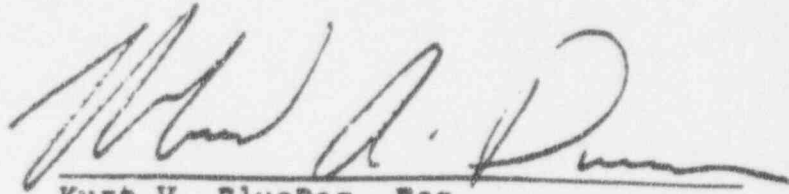
Notice of Withdrawal and Withdrawal of  
Motion to Intervene Out of Time of the  
Prairie Island Mdewakanton Sioux Indian Community

The Prairie Island Mdewakanton Sioux Indian Community ("Community"), pursuant to the October 19, 1990, Notice of Consideration of Issuance of a Materials License for the Storage of Spent Fuel and Notice of Opportunity for Hearing, 55 Fed. Reg. 42527 and 10 C.F.R. 2.714, filed with the Nuclear Regulatory Commission (NRC) a Notice of Intervention and Motion to Intervene Out of Time on February 28, 1991, in the above-captioned proceeding.

Following discussions between the NRC staff, Northern States Power Company, agencies of the State of Minnesota, and the Community, a cooperative information-sharing agreement has been reached. As part of the consideration for that agreement, the Community has agreed to, and hereby does, withdraw its

Motion to Intervene Out of Time.

Dated: March 8, 1991.



Kurt V. BlueDog, Esq.  
William J. Hardacker, Esq.  
BLUEDOG LAW OFFICE  
5001 West 80th Street  
Suite 555  
Bloomington, MN 55437  
(612) 893-1813

and

Brian O'Neill, Esq.  
Richard Duncan, Esq.  
Sandi B. Zellmer, Esq.  
FAEGRE & BENSON  
2200 Norwest Center  
90 South Seventh Street  
Minneapolis, MN 55402-3901  
(612) 336-3000

Attorneys for the Prairie Island  
Mdewakanton Sioux Indian Community

0933G

TRANSMITTAL MANIFEST

NORTHERN STATES POWER COMPANY

NUCLEAR SUPPORT SERVICES DEPARTMENT

PRAIRIE ISLAND NUCLEAR GENERATING PLANT

PRAIRIE ISLAND INDEPENDENT SPENT FUEL STORAGE INSTALLATION

Notice of Withdrawal and Withdrawal of  
Motion to Intervene Out of Time of the  
Prairie Island Mdewakanton Sioux Indian Community

Manifest Date: March 15, 1991

USNRC

Attn: DCD	3	J K Kapitz	1
Director NMSS	1	T E Amundson	1
J F Schneider	1	T L Breene	1
Lawrence Livermore Natl	1	M C Connelly	1
Armando Masciantonio	1	L R Eliason	1
Regional Admin III	1	K J Erickson	1
P L Hartmann	1	G T Goering	1
Safety Audit Committee		P H Kamman	1
K J Albrecht	1	L McCarten	1
A B Cutter	1	K M Beadell	1
F W Hartley	1	E L Watzl	1
D M Musolf	1	NSS PI Plant Manager	1
G H Neils	1	PI Plant Manager	3
M B Sellman	1	External Comm Dept	1
C R Steinhardt	1	SAC Secretary	1
J A Thie	1	NSS File	1
		ISFSI USAR File Yes ___ No <input checked="" type="checkbox"/>	
		NRC Commitment Yes ___ No <input checked="" type="checkbox"/>	

Correspondence Date: March 8, 1991



UNITED STATES  
NUCLEAR REGULATORY COMMISSION  
WASHINGTON, D. C. 20555

March 11, 1991

Robert M. Lazo, Chairman  
Administrative Judge  
U.S. Nuclear Regulatory Commission  
Washington, DC 20555

In the Matter of  
NORTHERN STATES POWER COMPANY  
(Prairie Island Nuclear Generating Plant (ISFSI))  
Docket No.(s) 72-10, 50-282/-306-RS

Dear Judge Lazo:

Pursuant to your request to Mary Jo Murray, Counsel for the Minnesota Agencies, we informally transmit to you a copy of an Agreement between NSP, the NRC Staff, the Minnesota Agencies and the Mdewakanton Sioux Indian Community ("Community"). This agreement is not submitted to you for approval and is not a stipulation under the Commission's rules of practices.

The parties to the Agreement have faxed their signatures to the NRC Staff and those are attached hereto.

Notices of Withdrawal by the Minnesota Agencies and the Community from the Prairie Island ISFSI proceeding were sent to you separately. This completes actions in anticipation of the termination of the proceeding.

Very truly yours,

A handwritten signature in cursive script that reads "Elaine I. Chan".

Elaine I. Chan  
Counsel for NRC Staff

Enclosure

cc w/Enclosure: Mary Jo Murray, Attorney  
Jay Silberg, Esq.  
Richard Duncan, Esq.

~~410-110116~~  
10PP

## AGREEMENT

WHEREAS, Northern States Power Company, the Minnesota Department of Public Service, and the Minnesota Environmental Quality Board, and Prairie Island Mdewakanton Sioux Indian Community ("Community"), each represented by counsel, have conferred;

WHEREAS, on August 31, 1990, Northern States Power Company ("NSP") in accordance with 10 C.F.R. Part 72 filed with the Nuclear Regulatory Commission ("NRC") an application ("Application") to construct and operate an independent spent fuel storage installation ("ISFSI") at NSP's Prairie Island Nuclear Generating Plant site;

WHEREAS, on October 19, 1990, the NRC published notice of its consideration of the Application stating that any person whose interest may be affected by the proceeding and who wishes to participate as a party in the proceeding must file a request for a hearing and a petition for leave to intervene in accordance with 10 C.F.R. Sec. 2.714;

WHEREAS, on November 16, 1990, the Minnesota Department of Public Service ("MDPS") and Minnesota Environmental Quality Board ("MEQB") (or collectively, "Minnesota Agencies") submitted a notice of intervention and motion to intervene;

WHEREAS, on February 28, 1991, the Community filed a Motion for Leave to Intervene Out of Time seeking a forum for full and open exchange of information

relating to the health and welfare of the Community and the citizens of Minnesota;

WHEREAS, the Minnesota Agencies are represented in the NRC proceeding by the Office of the Attorney General, and Special Assistant Attorneys General, for the State of Minnesota;

WHEREAS, the Community is represented by the law firm of Faegre and Benson of Minneapolis, MN and the BlueDog Law Office, Bloomington, MN;

WHEREAS, NSP, the NRC Staff ("Staff") and the Minnesota Agencies and the Community have agreed to cooperate in providing information and documentation regarding the ISFSI at NSP's Prairie Island Nuclear Generating Plant site;

WHEREAS, the Minnesota Agencies have submitted forty-seven (47) data requests to NSP, which NSP has timely answered and in response to which NSP has provided additional information and documentation; AND

WHEREAS, the MEQB on behalf of the Minnesota Department of Health ("MDOH"), a member agency, has raised a specific issue concerning potential radiological health effects from the ISFSI at NSP's Prairie Island Nuclear Generating Plant site;

NSP, the Staff, the Minnesota Agencies and the Community stipulate and agree that:

1. It is the intent of the Staff, NSP, the Minnesota Agencies and the Community to have a full and open exchange of information concerning potential radiological health effects from the ISFSI at the site of NSP's Prairie Island Nuclear Generating Station, subject to such conditions and protective agreements and orders as may be necessary and appropriate for the protection of classified, proprietary and/or security or safeguards information, and to afford the Minnesota Agencies and the Community a timely opportunity to present their views, concerns and information to NSP and the Staff and to have those parties consider the views, concerns and information of the Minnesota Agencies and the Community on a timely basis during the licensing review process for the ISFSI. To this end NSP, the Staff, the Minnesota Agencies and the Community agree that these intentions will govern their actions in this licensing process and the interpretation of the terms and conditions set forth in this Agreement.

2. NSP agrees to furnish the Minnesota Agencies and the Community with copies of all correspondence, reports, documents, or written information of any kind in any form whatsoever which the NSP furnishes to the Commission, the Staff or the Staff's consultants to support the Application. Similarly, the Staff agrees to furnish to the Minnesota Agencies and the Community copies of any correspondence, reports, or documents sent to or received from any other federal, state, or local entity (not including draft, pre-decisional or other documents prepared or received by the Commission, the Staff and/or its consultants that are or would be protected from disclosure under the Freedom of Information Act), which pertain to the Application or the Staff's review and evaluation thereof. The obligations of NSP and the Staff in this paragraph shall be

subject to other parties agreeing to such conditions and protective agreements and orders as may be necessary and appropriate for the protection of classified, proprietary, and/or security or safeguards information.

3. The Staff agrees to provide the Minnesota Agencies and the Community with timely notification, on a best efforts basis, of upcoming meetings between the Staff and the NSP relevant to the Staff's review of, and the licensing process for, the Application.

4. NSP, the Staff, the Minnesota Agencies and the Community agree to make timely response, on a best efforts basis, to each other's request for reasonable additional information relevant to the Staff's review of, and the licensing process for, the Application, provided that the Staff and/or its consultants shall not be required to perform additional calculations or analyses.

5. NSP agrees to provide to the Minnesota Agencies and the Community additional analysis and related documentation as follows:

- a. A "best estimate analysis" showing calculations of radiological effects based on expected conditions at the ISFSI site, including (but not limited to) radioactivity levels in the spent fuel assuming actual average burn-up and cooling time.
- b. Calculations showing the effect of additional berming combined with the "best estimate" analysis described in paragraph a.



- c. Calculations showing the combined radiological effect of placing the ISFSI at greater distances from offsite residences, additional berming as described in paragraph b, and the "best estimate analysis" as described in paragraph a.

6. NSP, the Staff and the Minnesota Agencies agree that all information considered proprietary or confidential by NSP or the Staff which is provided to the Minnesota Agencies will, in addition to the requirements in paragraph 2, be handled in accordance with the Minnesota Government Data Practices Act, MN Statutes Chapter 13, specifically M.S. § 13.37 (1990).

7. The Staff agrees to afford the Minnesota Agencies and the Community a reasonable opportunity to present their views in a timely manner to the Staff concerning the Application, before the Staff makes a final recommendation or determination on any approval of, or conditions for, the requested license. Such presentation shall include the opportunity for written comments to the Staff. Further, should the Staff and the Minnesota Agencies and/or the Community be unable to resolve conflicting viewpoints concerning the approval of, or conditions for, the license, the Staff agrees to provide the Minnesota Agencies, and/or the Community, on request, a written justification or explanation of its position.

8. The Parties agree that they shall retain all legal rights with respect to late intervention and late-filed contentions if the Minnesota Agencies and/or the Community

believe after review of explanations requested (as described in preceding paragraph 7) that the Staff has not adequately considered written comments by the Minnesota Agencies and/or the Community.

9. Immediately upon the execution of this Agreement, (a) the Minnesota Agencies shall execute a Notice of Withdrawal of their Notice of Intervention and Motion to Intervene; (b) the Community shall execute a Notice of Withdrawal of its Notice of Intervention and Motion to Intervene Out of Time; and (c) the NSP shall execute and transmit to the Licensing Board a letter requesting confirmation that the withdrawal has been accepted/approved.

10. This Agreement shall take effect upon the Licensing Board's acceptance of Minnesota Agencies' withdrawal of its Notice of Intervention and Motion to Intervene, and the Community's withdrawal of its Notice of Intervention and Motion to Intervene Out of Time, provided that paragraph 9 shall be effective upon execution of this Agreement.

11. Notwithstanding any other term of this Agreement, the parties agree that any such term that is inconsistent with applicable rules and regulations of the NRC shall be of no force and effect.

12. This Agreement will be submitted to the MEQB consistent with the related resolution approved by the MEQB on February 21, 1991.

IN WITNESS WHEREOF, the parties have set their hands and seals this 8th day  
of March, 1991.

Kurt V. BlueDog, Esq.  
William Hardacker, Esq.  
BlueDog Law Office

Brian O'Neill, Esq.  
Richard Duncan, Esq.  
Sandi Zellmer, Attorney  
Faegre & Benson  
Attorneys for the Community

Jay E. Silberg  
Jay E. Silberg, Esq.  
Counsel for Northern States Power  
Company

Elaine I. Chan  
Elaine I. Chan, Attorney  
Counsel for NRC Staff

Mary Jo Murray, Attorney  
Office of the Attorney General  
Counsel for Minnesota Agencies

IN WITNESS WHEREOF, the parties have set their hands and seals this 8th day of March, 1991.

---

Jay E. Silberg, Esq.  
Counsel for Northern States Power  
Company

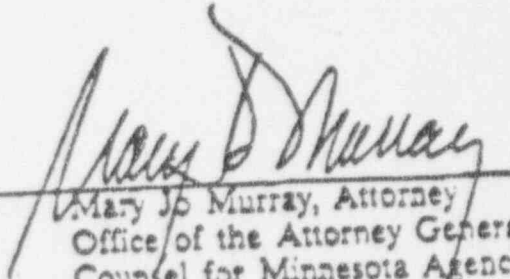
---

Kurt V. BlueDog, Esq.  
William Hardacker, Esq.  
BlueDog Law Office

Brian O'Neill, Esq.  
Richard Duncan, Esq.  
Sandi Zellmer, Attorney  
Faegre & Benson  
Attorneys for the Community

---

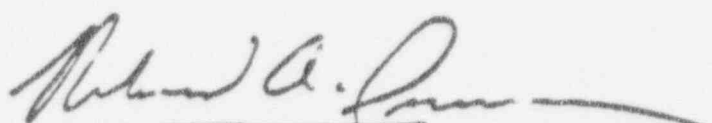
Elaine I. Chan, Attorney  
Counsel for NRC Staff

---

Mary Jo Murray, Attorney  
Office of the Attorney General  
Counsel for Minnesota Agencies

IN WITNESS WHEREOF, the parties have set their hands and seals this 8th day  
of March, 1991.



Kurt V. BlueDog, Esq.  
William Hardacker, Esq.  
BlueDog Law Office

Brian O'Neill, Esq.  
Richard Duncan, Esq.  
Sandi Zelimer, Attorney  
Faegre & Benson  
Attorneys for the Community

---

Jay E. Silberg, Esq.  
Counsel for Northern States Power  
Company

---

Elaine L. Chan, Attorney  
Counsel for NRC Staff

---

Mary Jo Murray, Attorney  
Office of the Attorney General  
Counsel for Minnesota Agencies