Re: FOIA-90-533

APPENDIX A DOCUMENTS BEING PLACED IN THE PDR

NUMBER	DATE	DESCRIPTION
1.	Undated	Cooperative Agreement - "Environmental Monitoring Program for the State of New York." (16 pages)
2.	Various	Eleven (11) Contract Modifications with the New York State Department of Health. (45 pages) [NOTE: Modification Lambers 8, 9 and 11 state that payments will be made for programs at Indian Point Nuclear Generating Station and/or Nine Mile Point Nuclear Station/Fitzpatrick Nuclear Flant.]

August 8, 1989

NEW YORK, STATE OF EMPIRE STATE PLAZA ALBANY

NY 12237

Gentlemen:

Subject:

CHANGE IN BILLING AND PAYMENT PROCEDURES Contract NRC-28-83-610-00, Modification 1/1

Enclosed for your review and compliance is one unilaterally issued contract modification which incorporates significant changes in agency billing requirements, effective October 1, 1989.

PLEASE REVIEW THE REVIEW ED BILLING INSTRUCTIONS CAREFULLY. Farture to submit invoices in accordance with ALL requirements contained in the billing instructions will result in rejection or your invoice as improper.

Please note that NF. & Designated Agency Billing Office has changed. Therefore, fovo: MAILED AFT September 25, 1989 must be submitted to the following add:

C. S. Nuclear Regulatory Commission Division of Contracts and Property Management Contract Administration Branch, 9-902 Washington, D.C. 20555

Invoices which he remited at other than the above address on or after motober 1, 1989 will not to rensize red proper invoices and will be returned.

Acknowledgement of receive of this modification is required. Therefore, these sign and return this left into: U.S. Nuclear Regulatory Commission, Division of Contracts and Property Management, Contract Administration Branch, Attention: Many Eberhart, P-902, Washington, D. C. 20555.

Should you have any questions regarding this matter, please contact Anita Hughes, Contract Administrator, on (301) 492-8353.

Sincerely,

(origi. , signed)

Timothy F. Hagan Contracting Officer

ACKNI WE	LUGEMENT OF R	ECEIP1.	
By:		The same of	-1000-
Title:			Friend
Cate:		5.8 W/A C/C/C/C	

cc: KOTTAN, J.

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Page 2 of 2 Modification No. 10 Contract No. 28-83-61

Accordingly, the contract is hereby modified as follows:

 The Designated Agency Billing Office for invoices is changed. Therefore, the following address is deleted in its entirety

> "U. S. Nuclear Regulatory Commission Division of Accounting and Finance Office of Resource Management, MNBB 11104 Washington, D.C. 20555"

and replaced with the following address wherever it appears in the body of the contract:

"U. S. Nuclear Regulatory Commission Division of Contracts and Property Management Contract Administration Branch, P-902 Washington, D.C. 20555"

(Payment will continue to be made by the office indicated in Block 13 of SF 26 or Block 25 of SF 33, whichever is applicable.)

 Delete all previous billing instructions and replace with the attached billing instructions dated 8/89.

All other terms and conditions of the contract remain unchanged.

Attachment: Billing Instructions dated 8/89

BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS

General: The contractor shall prepare vouchers or invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THUSE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROFER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U. S. Government Printing Office, 701 North Capitol Street, Washington, D.C. 20801.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

U. S. Nuclear Regulatory Commission Division of Contracts and Property Management Contract Administration Branch, Mailstop P-902 Washington, D.C. 20555

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U. S. Nuclear Regulatory Commission One White Flint North 11555 Rockville Pike Mail Room Rockville, Maryland 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS.

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts and Property Management.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 13 of SF 26 or Block 25 of SF 33, whichever is applicable.

Frequency: The contractor shall submit an voucher or invoice only after NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strikeovers). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

- 1. Contract number
- Sequential voucher/invoice number.
- 3. Date of voucher/invoice.
- 4. Project Officer's name as designated in the contract.
- 5. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee.) Indicate the name and telephone number of the individual responsible for answering questions the NRC may have regarding the voucher/invoice.
- Description of articles or services, quantity, unit price, and total amount.
- Weight and zone of shipment, if shipped by parcel post.
- 8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- Instructions to consignee to notify the Contracting Officer of receipt of shipment.
- 10. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" or "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U. S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U. S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

"ENVIRONMENTAL MONITORING PROGRAM FOR THE STATE OF NEW YORK"

RGI-83-610

Al)

CONTENTS OF COOPERATIVE AGREEMENT NRC

- 1. Cover Page
- 2. Contents of Cooperative Agreement Pages
- 3. Special Provisions

ARTICLE I - DEFINITIONS

ARTICLE II - SCOPE OF WORK

ARTICLE III + PERIOD OF PERFORMANCE

ARTICLE IV - DIVISION OF RESPONSIBILITY

ARTICLE V - CONSIDERATION AND PAYMENT

ARTICLE VI - DISPUTES

ARTICLE VII - AVAILABILITY OF DATA

ARTICLE VIII - PARTICIPATION OF OTHER GOVERNMENT AGENCIES

ARTICLE IX - EXAMINATION OF RECORDS

ARTICLE X - OFFICIALS NOT TO BENEFIT

ARTICLE XI - COVENANT AGAINST CONTINGENT FEES

ARTICLE XII - CONVICT LABOR

ARTICLE XIII - NONDISCRIMINATION

ATTACHMENT A - STATEMENT OF WORK

ARTICLE I DEFINITIONS 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." 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 The term "Contractor" means the State entering into this cooperative acreement. ARTICLE II SCOPE OF WORK The State and the Commissior shall engage in a cooperative agreement for measuring concentrations re radioactivity and radiation levels in the environment of Commission-licen ed activities in sites selected by the Commission. The principal objective of the program is 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 The period of performance hereunder shall commence on January 1, 1983,

- A. The period of performance hereunder shall commence on January 1, 1983, and shall continue through December 31, 1985, 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 deploying and retrieving thermoluminescent dosimeters (TLDs) and returning them to the NRC as specified in Attachment A.

- B. The Commission will participate with the State in Leveloping schedules, procedures, reading dosimeters and preparing and submitting a report covering the results of the program.
- 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

The Commission will provide funds, subject to the availability of appropriation, to the State in the amount of \$ 172,550 — during the three (3) year period of performance. The rate of payment to the State will be as follows:

CY 1983 - \$ 9,600 per site, per year/environmental media program

CY 1983 1,300 per site, per year/TLD program

CY 1984 - 10,600 per site, per year/environmental media program

CY 1984 1,450 per site, per year/TLD program

CY 1985 - 11,700 per site, per year/environmental media program

CY 1985 1,600 per site, per year/TLD program

- The State will contribute, as a minimum, an amount or in kind services equal to the Commission's contribution in 1, above.
- The amount presently obligated by the Commission with respect to this cooperative agreement for the CY 1983 effort is \$ 51,900.

B. Payment

- 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

U.S. Nuclear Regulatory Commission Office of Resource Management 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 erromeous 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 avialable in full to the other party. All data collected by the State, pursuant to this cooperative agreement, shall be sent to the NRC, Region I Office, 631 Park Avenue, King of Prussia, PA 19406, ATTN: Chief, Radiological 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 the 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 excepting bona fide employees or bona fide established commercial or selling excepting bona fide employees or bona fide established commercial or selling excepting bona fide employees or bona fide established commercial or selling excepting bona fide employees or bona fide established commercial or selling excepting bona fide employees or bona fide established commercial or selling excepting bona fide employees or bona fide established commercial or selling excepting bona fide employees or bona fide established commercial or selling excepting business. For agencies maintained by the State for the purpose of securing business. For agencies maintained by the State for the purpose of securing business. For agencies maintained by the State for the purpose of securing business. For agencies maintained by the State for the purpose of securing business. For agencies maintained by the State for the purpose of securing business. For agencies maintained by the State for the purpose of securing business. For agencies maintained by the State for the purpose of securing business. For agencies maintained by the State for the purpose of securing business. For agencies maintained by the State for the purpose of securing business. For agencies maintained by the State for the purpose of securing business. For agencies maintained by the State for the purpose of securing business. For agencies maintained by the State for the purpose of securing business. For agencies maintained by the State for the purpose of securing business.

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 the contract is to establish a collaborative program between the State of New York (hereafter called the STATE) and the Commission to provide independent measurements of radioactivity in the environment around selected Commission-licensed activities and to provide reasonable assurance that a licensee's environmental measurements are valid and that radioactivity measurements are traceable to the National Bureau of Standards.

11. GENERAL RECUIREMENTS

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

- A. The STATE within a reasonable time after the effective date of this contract will take action to provide facilities, nualified personnel and/or agencies as may be necessary to accomplish the work described in this contract. The STATE thereafter will maintain for the period of this contract, a sufficient level of effort to fulfill the objectives of the contract.
- B. Initially, programs will be undertaken only at the sites of:

Indian Point Nuclear Generating Station
Nine Mile Point Nuclear Station
James A. FitzPatrick Nuclear Power Plant
R.E. Ginna Nuclear Power Plant
West Valley (NFS) Site (EM only)
Union Carbide Site (EM only)

Other sites may be added to the program or established programs may be modified or abandoned pursuant to Article II of the contract, with due regard being given to the obligation of Article V.

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

III. PROCEDURES FOR IMPLEMENTING AND CONDUCTING THE PROGRAMS

- A. The Commission's Region I Office will provide liaison, as necessary, between the STATE, and the licensee, in all matters relating to the programs conducted pursuant to the contract.
- 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 will 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 \pm 7 days starting on January 1, 1983. 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 annealled TLDs supplied by NRC Region 1 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 Region I Office by telephone and writter 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 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

Exposure Pathway and/or Sample	Number of Samples and Location	Sampling and Collection Frequency	Type of frequency of Analysis
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.
	One sample from control location.		
Radiolodine	Same as particulates.	One sample per month.	Analyze for
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 monthly.	Gamma isotopic anelysis monthly and tritlum quarterly.
INGESTION:			
MIIR	One sample, split with licensee, at the off- site dairy farm or individual milk animat at the location having highest X/Q.	Monthly.	Camma Isotopic and radiologine surlyses.
Fish or			
Invertebrates	One sample, split with licensee, of a com- mercially or recre- ationally important species in vicinity of discharge point.	Semiannually or in season.	Gamma isotopic of edible portions.

Attachment 1 (cont'd)

Exposure Pathway and/or Sample

Food Products

Number of Samples and Location

Iwo samples spilt 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.

Sampling and Collection Frequency

At time of hervest.

Frequency of Analysis

Camma Isotopio on edible portion. Radiolodine analysis on green leafy vegetable.

Sediment from Shoreline One sample spilt with licensee

Annually.

Gamma Isotopic analysis.

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.
	1 sample from control location.		
Radiolodine	Same as particulates.	1 sample per week.	Analyze for lodine 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 lodine 125; lodine 131-all monthly.
INCESTION:			
Food Products	tocation to be determined from license Land Use Census.	At time of harvest. One sample of broad leaf vegetable.*	I-131 analysis.

^{*} To be provided by licensee.

Attachment . .

NUCLEAR FUEL S'RVICES RADIOLOGICAL MONITORING PROGRAM

Exposure Pathway and/or Sample

Number of Semp'es and location

Samoling and Callection Frequency Type & Frequency of Analysis

AIRBORNE: Particulates

1 sample from location of high calculated ground level concentration.

1 sample per week.

Gross bets-weekly; Gamma isotopic-quarterly composite; strontlum 90, quarterly composite.

s sample from control location.

DIRECT:

To be determined by NRC.

Ougsterly.

To be performed by NRC.

WATERBORNE:

1 spilt sample "form immediate area of discharge - Cateraugus 1 sample per Quarter.

Craek.

INCESTION:

HIIk

2 sample locations - one at nearest dalry farm and one at nearest dairy farm in predominant wind direction. 1 sample during the month of August.

Gamma Isotopic, strontium 90 - each sample.

Gross bets; tritium; gemma

isotopic - all Quarterly.

"To be provided by NFS

ATTACHMENT 2
DETECTION CAPABILITIES FOR ENVIRONMENTAL SAMPLE ANALYSES

Analysis	Water (pCi/1)	Alrborne Particulate or Gas (pCI/m3)	Fish, Most or Poultry (pCI/Kg, wet	M11k (pCI/1)	food Products (pci/kq, wet	Sediment (pCi/kg, dr)
gross beta	2	0.01				
3H	330					
54Mn	15		130			
59Fe	30		260			
58, 60Co	15		130			
65Zn	30		260			
95Zr-Nb	10					
1311	0.4	7 × 10-2		1	60	
134Cs, 137Cs	15	1 × 10-2	130	15	60	150
1408a-La	15			15		

a. The nominal LLD is defined in MASE 300 (rev 8/74) pp D-08-01, 02, 03 at the 95% confidence level. The LLD for 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 Spilt or Location Distance & State Licensee Pathway Sampled Duplicate Sample Name Direction Date Results Results

ATTACHMENT &

Description of Services Rendered

Facility

	1
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	3
	1 2 4
	1000
	4 100
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	1901
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	(D)
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	84
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1	1 24
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100	85
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	400
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1	
5	

		Analy	Analyses Performed	pe			
No. Samples	Sample Type	Bets	Camma	Gamma Tritium 1-131	1-131	No. Analyses	
18	Air Particulate	18	9			24	
58	Radioiodine		58			58	
18	11.08					18	
9	Water		9	19		10	
2	Sediment		2			2	
2	MIIK		2		2	a	
0	food Products					0	
5	FISh		2			53	
					-		

Man-hours expended:

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0.7	8	8	8
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351 hours		Dec. 1	127 hours 753
77.5	2	9	753
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60.0	Μ.		41/20
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NRC FORM 255			CONTRACT NUMBER		
			NRC-28-83-610		
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	WASHINGTON, D.C.	20555	DN'W MODIFICATIO		
			OTHER (Specify)		
NOTH	FICATION OF CONTR	ACT EXECUTION			
- John Mo	Oscar, Chief		CONTRACT BASED ON:		
	(Title)		A SEMUN NOITASIROHTUA		
Adminis	trative Branch		RGI-83-610		
Divisio	n of Resource Mgmt.	& Admin. Region 1	DATE		
0141210	(Organizati		8/5/83		
		- 0 0/20/02	CONTRACT CHANGES PER THIS ACT		
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Techni	cal Contracts Branch				
DIVISIO	N OF CONTRACTS, ADM				
CONTRACTOR /No	me & Location)	and the second s	EXECUTION DATE		
No. York Ctal	te Dept. of Health		September 29, 1983		
Bureau of En	vironmental Radiation	Protection	TYPE OF CONTRACT		
Empire State	Plaza		cooperative agreement		
Albany, NW	12237		PERIOD OF PERFORMANCE		
	Monitoring Program Re	voui romante	1/1/83 - 12/31/85		
Kadiation	monitoring rrogram Ke	rquirements			
			PRINCIPAL INVESTIGATOR Dr. Karim Rimawi		
			NRC AUTHORIZED REPRESENTATIV		
			Frank Costello		
	84R NUMBER 91-19-30-04	FIN NUMBER B-8355	- AMOUNT		
	NEW NRC FUNDS		\$ 1,300		
FUNDING	TOTAL FY 83 FUNDI	NG	\$ 53,200		
		A A A C			
	TOTAL NEC OBLIGAT	TIONS	\$53,200/		
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and ZIF Ludes	Albany, NY				KX CONTRA	CI-DEDIE NO TINO	20 00 010
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Divisi	on of Resource Manageme	ent and Admin.	DATE		
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Techni	ical Contracts Branch	-			
CONTRACTOR INAM			MAR 16 1983		
Bureau	ork State Department of u of Environmental Radi		TYPE OF CONTRACT		
	e State Plaza y, NY 12237		Cooperative Agreement		
PROJECT TITLE				PERFORMANCE	
Radia	tion Monitoring Program	m Requirements		/83 - 12/31/85	
			PRINCIPAL INVESTIGATOR Dr. Karim Rimawi		
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U. S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555 CONNACTOR NAME AND ADDRESS New York State Department of Health Bureau of Environmental Radiation Protection ATTN: Dr. Karim Rimawi Empire State Plaza Albany, NY 12237 I. SHIP IO/MARK FOR CODE U. S. Nuclear Regulatory Commission ATTN: Mr. Frank Costello, Region 1 ISI Park Avenue Cing of Prussia, PA 19406 2 THE RECURSIMENT WAS DEPARTMENT OF THE PROPRESS OF THE PR	U. S.		THE PARTY OF THE P	- W - W - W			INTINO.		married to the second of the second
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New York State Department of Health Bureau of Environmental Radiation Protection ATTN: Dr. Karim Rimawi Empire State Plaza Albany, NY 12237 SHIP TOZMARK FOR CODE S. Nuclear Regulatory Commission ITN: Mr. Frank Costello, Region 1 31 Park Avenue Ing of Prussia, PA 19406 Division of Accounting and Finance ATM Washington, DC 20555 THIS FROCUMENT WAS DATE STORED BASE PPN No. 31X0200.913 BER No. 91193004 FIN No. B8355 Amount: \$1 COOPERATIVE AGREEMENT: RADIATION MONITORING PROGRAM REQUIREMENTS WITH THE STATE OF		ion of Contracts							
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CONTRACT NUMBER NRC FORM 255 (10 76) NRC-28-83-610 MODIFICATION NUMBER DIVISION OF CONTRACTS U.S. NUCLEAR REGULATORY COMMISSION Two (2) WASHINGTON, D.C. 20555 XX MODIFICATION O NEW OTHER ISPECTIVE NOTIFICATION OF CONTRACT EXECUTION CONTRACT EASED ON To: John McOscar, Chief AUTHORIZATION NUMBER (Title) Administrative Branch RFPA RG1-83-610 Division of Resource Mgmr. & Admin., Region 1 DATE (Occanication) 10/11/83 CONTRACT CHANGES PER THIS ACTION Donna Umbel FROM: (Contract Specialist) Provide funds for CY84. incorporate EM at Shorehai Nuclear Power Station, Technical Contracts Branch change assigned NRC Representative Contract Administrator DIVISION OF CONTRACTS, ADM EXECUTION DATE CONTRACTOR [Name & Location] JAN 13 1254 New York State Dept. of Health Bureau of Environmental Radiation Protection TYPE OF CONTRACT Empire State Plaza Cooperative Aureement Albany, NY 12237 PERIOD OF PERFORMANCE PROJECT TITLE 1/1/83 - 12/31/85 Radiation Monitoring Program Requirements PRINCIPAL INVESTIGATOR Dr. Karim Rimawi NRC AUTHORIZED REPRESENTATIVE James J. Kottan FIN NUMBER BAR NUMBER AMOUNT B8355 91193004 NEW NRC FUNDS 70,350.00 FUNDING 70,350.00 TOTAL FY 84 FUNDING \$ 123,500.00 /23,550 TOTAL NRC OBLIGATIONS

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CONTRACT NUMBER NRC LORM 255 110 70 NRC-29-83-610 DIVISION OF CONTRACTS MODIFICATION NUMBER US. NUCLEAR REGULATORY COMMISSION WASHINGTON, D.C. 20955 DNEW MODIFICATION OTHER (S. weily) NOTIFICATION OF CONTRACT EXECUTION CONTRACTBASEDOM John McOscar, Chief TO: AUTHORIZATION NUMBER (Title) RFPA RGI-83-612 Administrative Branch Division of Resource Mgmt. & Admin., Region I DATE (Arganization) 12/4/84 and 3/14/85 CONTRACT CHANGES PERTHIS ACTION Provide funds for 1485. change BAR No., and change APPN No. Contract Administrator Technical Contracts Branch DIVISION OF CONTRACTS, ADM CONTRACTOR (Name & Location) EXECUTION DATE MAR 0 5 1985 New York State Dept. of Health TYPE OF CONTEACT Bureau of Environmental Radiation Protection Empire State Plaza Cooperative Agreement Albany, NY 12237 PERIOD OF PERIOR WHICE PROPERT TALL 1/1/83 - 12/31/85 Radiation Monitoring Program Requirements PRINCIPAL INVESTIGATOR Dr. Karim Rimawi NRC AUTHORIZED REPRESENTATIVE James J. Kottan FIN NUMBER BAR NUMBER AMOUNT B8355 91-19-30-02-1 NEW NRC FUNDS \$ 78,050.00 FUNDING TOTAL FY 85 FUNDING 78,050.00 \$ 201,600.00 TOTAL NRC OBLIGATIONS ATTACHMENT (SI: GOVERNMENT PROPERTY N/A CONTRACT DOCUMENT (1 CODY

NRC FORM 755

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By completing tiems 8 and 15, and returning copies of the acce- mitted; or Icl By separate /erter or Jelegram which includes a reference of IT TO BE RECEIVED AT THE PLATE DESIGNATED FOR THE REC REJECTION OF YOUR OFFER. If by virtue of It amendment your	late specified in the solicitation or as emended, by cord of the following relies and ment. (b) By see nowledging its cipt of this amendment of the edicitation and immendment numbers. FAILURE 67 YOUR ACKNOW CEIPT OF OFFERS PERIOD THE HOURS AND DATE SIGNEY OF WAY IN decire to change an offer already submitted, such change may be read by with not this amendment, and is received prior to the opening hour and done seem the other process.
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31X0200.915 91-19-50-02-1 B8355	\$78,050.00
13 THIS ITEM APPLIES ONLY TO M	ODIFICATIONS OF CONTRACTS/OFDERS,
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B THE ABOVE NUN TENED CONTRACT/ORDER IS MIDDIFIED T	O REFLECT THE ADVINISTRATIVE CHANGES (such as changes in 200 in
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E IMPORTANT: CONTractor & is not. D is required to sig	on this occurrient and return copies to the issuing at ice. CF section headings, including solicitation/contract at West matter where it set
The purpose of this modification is to provide	e funding for the Shoreham Nuclear Power Plant f the B&R No. and Appropriation No. In order to
A. Article # - Consideration and Payment, A.	. Consideration is revised as follows:
 Paragraphs 1 and 3 are deleted in the are substituted in lieu thereof: 	heir entirety and the following new paragraphs
Tacket Lab considered became a literature and conditions and the	e seed to teem 5A or 3CA, as heratofore changed, remains unchanged and in fu
no et uet.	Tiba. NAME AND TITLE OF CONTRACTING OFFICER (Type 2 p.)
ISE PIAME AND TITLE OF SIGNER (FOLK or pilat)	Ronald D. Thompson
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"1. The total estimated amount of this Cooperative Agreement is increased by *\$11,700.00 from "\$189,900.00" to "\$201,600.00."

*Modification No. Two (2) incorporated environmental monitoring at the Shoreham Nuclear Plant. The total estimated amount of this Cooperative Agreement was increased by \$13,000.00 (\$2,400 for CY83 and \$10,600 for CY84). CY85 was inadvertently omitted (\$11,700).

- The amount presently obligated by the Commission with respect to this Cooperative Agreement since inception is increased by \$78,050.00 from \$123,550.00 to \$201,600.00."
- B. The B&R No. "91-19-30-02" cited in Block No. 10 "Accounting and Appropriation Data" is changed to B&R No. "91-19-30-02-1."
- C. The Appropriation No. "31X0200.914" cited in Block No. 10 "Accounting and Appropriation Data" is changed to Appropriation No. "31X0200.915.

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E. IMPORTANT: CONTINUO DE NO	n. A is required to sign to	this document and neturn copies to the issuing office. Action headings, including achief to binarion tract on blect matter where femals:
Fuel Services, Inc. (West	Valley).	tend the period of performance, 2) provide and 4) incorporate a TLD program at Nuclear
1. ARTICLE 111 - PERIOD	OF PERFORMANCE, par	ragraph A. is revised to read as follows:
shall continue t extended, as her	through December 31, rein provided."	r shall commence on January 1, 1983 and , 1988, unless sooner terminated or
and effect.	or print)	JEA. MANE AND TITLE OF CONTRACTING OFFICER (TYPE OF PURI
THE CONTRACTOR OFFERCE	William Leavy JSC DAYE SONI 12/31/85	ED IND CHITED STATES OF AMERICA 1102 DATES
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MRC-28-83-610 Modification No. 4 Page 2

- Article V Consideration and Payment, paragraph A. Consideration, subparagraphs 1, and 3, are revised as follows:
 - "1. The Commission will provide funds, subject to the availability of appropriation, to the State in the amount of \$454,200.00 during the six (6) year period of performance. The rate of payment to the State will be as follows:

CY1983 - \$ 1,300.00 per site, per year/TLD program
CY1983 - \$ 9,600.CO per site, per year/EM program
CY1984 - \$ 1,450.00 per site, per year/TLD program
CY1984 - \$10,600.00 per site, per year/TLD program
CY1985 - \$ 1,600.00 per site, per year/TLD program
CY1985 - \$11,700.00 per site, per year/TLD program
CY1986 - \$12,000.00 per site, per year/TLD program
CY1986 - \$12,000.00 per site, per year/EM program
CY1987 - \$1,800.00 per site, per year/EM program
CY1988 - \$12,600.00 per site, per year/EM program
CY1988 - \$1,500.00 per site, per year/EM program
CY1988 - \$13,000.00 per site, per year/EM program
CY1988 - \$13,000.00 per site, per year/EM program

- 3. The amount presently obligated by the Commission with respect to this cooperative agreement for the CY1986 effort is \$80,500.00."
- The APPN No. "31X0200.915" cited in Block No. 12, Accounting and Appropriation Data is changed to APPN No. "31X0200.916."
- 4. In accordance with the agreement under Article II Scope of Work, TLD program participation for Nuclear Fuel Services, Inc. (West Valley) is hereby incorporated under Section II of the Statement of Work entitled General Requirements.

All other terms and conditions under this cooperative agreement remain unchanged.

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	(Contract Specialist)	Desel	Provide CY-1987 funds.		
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New York Sta Bureau of Er	ite Dept. of Health nvironmental Radiation	on Protection	12/12/84		
Empire State	Plaza		TYPE OF CONTRACT		
Albany, NY	12237		Cooperative Agreement		
PROJECT TITLE			PERIOD OF PERFORMANCE		
Radiation M	onitoring Program Re	quirements	1/1/83 - 12/31/88		
			PRINCIPAL INVESTIGATOR		
			Dr. Karim Rimawi		
			NEC AUTHORIZED REPRESENTATIVE		
			James Kottan (8-488-1214)		
PPN NO. 11X0200.917	90-19-30-01-4	FIN NUMBER B8355	TAUONA		
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. NAME AND ADDRESS OF CONTRACTOR	(No., street, county, 5 to 4 and	ED Code)	W SA AMENDMENT OF SOLICITATION
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. Article V - Consideration	and Payment, A. C	onsideration	
Paragraph 3 is deleted in in lieu thereof:	its entirety and	the following ne	ew paragraph is substituted
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xcept as provided herein, all terms and condition nd effect. 5A. NAME AND TITLE OF SIGNER (Type or a			of CONTRACTING OFFICER (Type or price
9. CONTRACTOR/OFFEROR	ISC. DATE SKINED	Helen Hagey	FAMERICA 16C DATES
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All other terms and conditions of this cooperative agreement remains unchanged.

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			Dr. Karim Rimawi	
			NAC AUTHORIZED REPRESENTATIVE	
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PROJECT TITLE	Monitoring Program Re	quirements	
Kadisirini			PRINCIPAL INVESTIGATOR
			Dr. Karim Rimawi
			NEC AUTHORIZED REPRESENTATIVE
			James Kottan, FTS-488-12
	7	FIN NUMBER	TAUDMA
01/0000 010	91-19-20-04-1	B8355	
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	NEW NRC FUNDS	D. J. w	\$ 366,700.00
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	TOTAL PT		AEA 200 00
		ıe	\$ 454,200.00
	TOTAL NEC OBLIGATION	49	ATTACHMENTISI: NRC-28-83-61
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Is I By completing trams 8 and 15, and returning automitted, or is. By separate letter or relegion who MENT TO BE RECEIVED AT THE PLACE DESIGN IN NEUROTION OF YOUR OFFER. If by virtue of letter, provided each religion of writer makes referen-	ch includes a reference to VATED FOR THE RECEI I this amendment you des	THE SOLICITATION AND STIENDS FT OF OFFERS PRIOR TO ITS to charge an offer alread	nent numbers FAILURE OF 1 THE HOUR AND DATE SPE by submitted, such change may	CIFIED MAY RESUL be made by selegan o
12 ACCOUNTING AND APPROPRIATION DATA				
31x0200 918 91-19-20-04-1 B	8355 Obligate	\$87,500.00		
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X B THE ABOVE NUMBERED CONTRACTION OF APPROPRIATION OF THE PROPERTY IN IT		mar and the state of the state of the state of the state of	and the second s	
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E. IMPORTANT: Contractor La is not.				
This modification is issued to result of this action, the to since inception of this coope \$454,200.00. Accordingly, the	tal amount oblig rative agreemen	gated by the Nucl t is increased fr	lear Regulatory Com com \$366,700.00 to	O. As a mission
Article V - Consideration revised to add the follow	n and Payment, ! wing:	Section A, Consid	deration, Paragraph	1 is
"The rate of payment to TLD participation for ea			ital monitoring (EM) and
Except as provided herein, all terms and conditions of	if the document references	o in Item 9A or IDA, as here	rtofore changed, remains uncha	nged and in full force
and effect. IEA. NAME AND TITLE OF SIGNER ITYPE OF PRIN		PAUL J. CO	OF CONTRACTING OFFICE	R (Type or print)
		1/1	Iggins, Contracting	
158 CONTRACTOR/OFFEROR	ISC. DATE SIGNE	BY Faul O.	Bound.	16C DATE SIGNED
(Signature of person authorised to sign)	MALE CANADA STREET	18 Shature e	of gentructing Officers	12/24/8
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NRC-28-83-610 Modification No. 8 Page 2 of 2

	<u>EM</u>	TLD		
Indian Point Nuclear Generating Station Nine Mile Point Nuclear Station	\$13,000	\$1,900		\$14,900
(Fitzpatrick) R. E. Ginna Nuclear Power Plant Nuclear Fuel Services, Inc.	13,000 13,000	1,900	*	14,900
(West Valley) Union Carbide Shoreham Nuclear Power Station	13,000 13,000 13,000	1,900 -0- 1,900	*	14,900 13,000 14,900
	\$78,000	\$9,500		\$87,500

- Article V Consideration and Payment, Section A, Consideration, Paragraph 3 is deleted in its entirety and the following new Paragraph 3 is substituted in lieu thereof:
 - "3. The amount presently obligated under this cooperative agreement for the CY 1988 effort is \$87,500.00. The total amount obligated by the NRC since inception of this agreement is increased by \$87,500.00, from \$366,700.00 to \$454,200.00."

All other terms and conditions of this cooperative agreement remain unchanged.

COMPRACT NUMBER NAC FORM 255 (10 761 NRC-28-83-610 MODIFICATION NUMBER DIVISION OF CONTRACTS U.S. RUCLEAR REQUEATORY COMMISSION Nine (9) WASHINGTON, D.C. 20:55 I MODIFICATION FEMILIA CALLES H. (Specific) NOTHICATION OF CONTRACT EXECUTION Thomas T. Martin, Director AUTHORIZATION NUMBER TO: Division of Radiation Safety & Safeguards RFPA No. RG1-83-610 Region I DATE 12/27/88 (Deganization) CONTRACT CHANGES FER THIS ACTION FROM anita Hughes To extend the period of performance, provide CY 1989 funds, revise Article V. incorporate revised SDW, and Anita Hughes change the accounting and appropriation data. Acquisition Assistant Contract Administration Branch Division of Contracts & Property Management, ARM EXECUTION DATE CONTRACTOR (Mame & Location) 1/12/89 New York State Department of Kealth Bureau of Environmental Radiation Protection Empire State Plaza Cooperative Agreement Albany, New York 12237 1/1/83 - 12/31/91 Radiation Monitoring Program Requirements PRINCIPAL INVESTIGATOR Dr. Karim Rimawi MRC AUTHORIZED REPRESENTATIVE J. Kottan FIN NUMBER BLR NUMBER AMOUNT APPN No. 31x0200.209 920-19-04-02-0 B8355 94,500,00 CY-1989 NEW NRC FUNDS (CY 83-88) FUNDING 454,200.00 (PRIOR) TOTAL FY _ FUNDING 548,700.00 TOTAL NRC OBLIGATIONS ATTACHMENTISH Modification No. 5 GOVERNMENT PROPERTY to NRC-28-83-610 1 copy CONTRACT DOCUMENT (...

NRC / OHM 755

AMENDMENT OF SOLICITATIO	N/MODIFICATION	OF CONTRACT		1 1 1 3
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The above numbered solicitation is amended tended				
Offers must acknowledge receipt of this amendmen	nt prior to the hour and date	specified in the solicitation	or as amended, by one of st	ne following methods
(a) By completing Items 6 and 15, and returning submitted, or (b) By separate letter or relegion when 1 TO BE RECEIVED AT THE PLACE DESI IN REJECTION OF YOUR CIFFER. If by virtue letter, provided each relegion or letter makes refer 12. ACCOUNTING AND APPROPRIATION DAT	which includes a reference to ONATED FOR THE RECEI t of this amendment you do rence to the solicitation and	PT OF OFFERS PRIOR TO	THE HOUR AND DATES	PECIFIED MAY RESU.
		02-0 FIN No.:	B8355 ORI 1GA1	TE: \$94,500.00
13. THIS ITEM A	STHE CONTRACT/ORD	DIFICATIONS OF CONT	DINITEM 14	
VI A THIS CHANGE DRDER IS ISSUED PUR				
B. THE ABOVE NUMBERED CONTRACT/ APPRICATION SAIR, FR. J.S.T. FORTH IN C. THIS SUPPLEMENTAL AGREEMENT II	ORDER IS MODIFIED TO ITEM 14. PURSUANT TO T SENTERED INTO PURSUA	REFLECT THE ADMINISTI THE AUTHORITY OF FAR ANT TO AUTHORITY OF	RETIVE CHANGES (such) 43 103(b).	as changes in paring allic
X Mutual agreement of the				
D. OTHER (Specify type of modification v)	doutes it is			
E. IMPORTANT: Contractor is not,	ATION (Organized by UCF)	section headings, including s	olicitatic n/contract subsect	matter where leasible.)
The purpose of this modificat CY 1989 funds and revise Arti and 4) charge the accounting hereby made:	cle V. 3) incorpo	orate Attachment	A - Keviseo Stati	ement of work,
1. ARTICLE III - PERIOD OF P	ERFORMANCE, para	graph A. is revis	ed to read as fo	llows:
"A. The period of perfor shall continue throu extended, as herein	igh December 31,	1991, unless soon	er terminated or	
Except as provided herein, all terms and condition and effect.	ns of the document reference	d in Hem 9A or 10A, as here	riofore changed, remains un	ichanged and in full force
154. NAME AND TITLE OF SIGNER ITS PE OF F	rin()	IGA, NAME AND TITLE	OF CONTRACTING OFF	ICER (Type or print)
William F. Leavy, Executi	Me Deputy Dir.	Paul J. Edge	worth	16C DATE SIGN
Allain to la	m- 1/12/89	or Jdulgenature	Seferate Officers	12/30/8
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2. ARTICLE V - CONSIDERATION AND PAYMENT, paragraph A., Consideration, and paragraph B., Payment, are revised as follows:

A. Consideration

"1. The Commission will provide funds, subject to the availability of appropriation, to the State in the amount of \$757,200.00 during the nine (9) year period of performance. The rate of payment to the State will be as follows:

CY-1983 - \$ 9,600.00 per site, per year/EM program CY-1983 - \$ 1,300.00 per site, per year/TLD program CY-1984 - \$10,600.00 per site, per year/EM program CY-1984 - \$ 1,450.00 per site, per year/TLD program CY-1985 - \$11,700.00 per site, per year/EM program CY-1985 - \$ 1,600.00 per sits, per year/TLD program CY-1986 - \$12,000.00 per site, per year/EM program CY-1986 - \$ 1,700.00 per site, per year/TLD program CY-1987 - \$12,600.00 per site, per year/EM program CY-1987 - \$ 1,800.00 per site, per year/TLD program CY-1988 - \$13,000.00 per site, per year/EM program CY-1988 - \$ 1,900.00 per site, per year/TLD program CY-1989 - \$14,000.00 per site, per year/EM program CY-1989 - \$ 2,100.00 per site, per year/TLD program CY-1990 - \$15,000.00 per site, per year/EM program GY-1990 - \$ 2,200.00 per site, per year/TLD program CY-1991 - \$16,000.00 per site, per year/LM program CY-1991 - \$ 2,300.00 per site, per year/TLD program

- 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 CY-1989 effort is \$94,500.00 The total amount obligated since inception of this agreement is increased by \$94,500.00, from \$454,200.00 to \$548,700.00."

to the configuration of the production of the discussion of

B. Payment, under item no. 2, add the following sentence:

"In addition to providing copies of vouchers to the above address, the State should also provide one (1) copy of each voucher to the designated NRC Regional Project Officer to help ensure timely payment."

3. ARTICLE 11 - SCOPE OF WORK, second paragraph is revised as follows:

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

4. The accounting and appropriation data cited in Block No. 12 of SF-30 is revised as follows:

APPN No.: "31X0200.209"

B&R No.: "920-19-04-02-0"

FIN No.: "B8355"

5. Block No. 8 of SF-30, name and address of contractor is revised as follows:

New York State Department of Health Bureau of Environmental Radiation Protection 2 University Place Albany, New York 12203

All other terms and conditions of this cooperative agreement remain unchanged.

ATTACHMENT A

STATEMENT OF WORK

RADIATION MONITORING PROGRAM REQUIREMENTS

PURPOSE

The purpose of this cooperative agreement is to establish a collaborative program between the State of New York (harminafter 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.

11. 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 and the rate of payment to the State will be as follows:

Calendar Year (CY)	Site	<u>EM</u>	TLD
CY-1989 CY-1989	Indian Point Nuclear Power Plant Nine Mile Point/Fitzpatrick	\$14,000	\$2,100
CY-1989 CY-1989 •	Nuclear Sation R. E. Ginna Nuclear Power Plant Nuclear Fuel Services, Inc. (West Valley)	\$14,000 \$14,000	\$2,100
CY-1989 CY-1989	Union Carbide Shoreham Nuclear Power Station	\$14,000 \$14,000	\$2,100

- 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 onsite samples will be collected pursuant to the cooperative agreement unless specifically requested or approved by the Commission.
- D. The State will prepare and conduct a quality assurance program including participation in the Environmental Protection Agency's (EPA's) Environmental Radioactivity Laboratory intercomparison studies (crosscheck) program or equivalent program. The results of analysis of these crosscheck samples shall be included in the annual report.

111. PROCEDURES FOR IMPLEMENTING AND CONDUCTING THE PROGRAMS The Commission's Region I Office 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. The State will make all necessary contacts and arrangements for collecting the samples in the offsite environment, e.g., obtaining access to private property, assistance of State or local agencies, arranging with private firms for services, etc. The State will 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. The State will collect samples independent of the licensee's samples. 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. The State will exchange TLDs at stations established jointly by the Commission and the State on a frequency of 92 ± 7 days. 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 the NRC Region 1 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 1 as soon as possible by conveyance agreed upon by the Commission and State. The State will notify the NRC Region I office by telephone (215/337-5000, FTS 346-5000) 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. 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 appropriata. Results of such inspections, investigations, or inquiries conducted in response to such notification shall be provided to the State.

IV. REPORTING

- The State will provide the Commission with an annual report of all offsite 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 Regional Office 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, a summary of sampling and analytical procedures, and the lower limits of detection followed in the analyses.
- 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

Exposure Pathway and/or Sample	Number of Samples and Location	Sampling and Collection Frequency	Type of Frequency of Anelysis
AIRBORNE: Particulates	One sample from location of high calculated ground . level concentration and in close proximity of licenses 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.
	One sample from con. of location.		
Radiolodine	Same as particulates.	One sample per month.	Analyze for 1-131
WATERBORNE: Surface	One sample, split with licensee, from immediate area of discharge, (or at nearest downstream drinking water supply) and one sample at up- stream control location.	Composite sample monthis.	Camma isotopic acalysis monthly and tritlum quarterly.
INGESTION: MIIK	One sample, split with licensee, at the off- site dairy farm or individual milk animal at the location having highest K/Q.	Monthly.	Camma isotopic and radiolodine analyses.
Fish or Invertebrates	One semple, split with licensee, of a com- mercially or recre- stionally important species in vicinity of discharge point.	Semisnnuslly or in season.	Gamma isotopic of edible portions.

Attachment 1 (cont'd)

Exposure Pathway and/or Sample	Number of Samples and Location	Sampling and Collection Frequency	Frequency of Analysis
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 lirigated 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 hervest.	Camma Isotopic on edible portion. Rediciodine analysis on green leafy vegetable.
Sediment from Shoreline	One sample spilt with licensee	Annuelly.	Camma isotopic analysis.

ATTACHMENT 13

UNION CARBIDE RADIOLOGICAL MONITORING PROGRAM

Exposure Pathway and/or Sample	Number of Sampins and Location	Sampling and Caltertion frequency
AIRBORNE:	1 sample from location of high calculated ground level concentration and close to site boundary.	t sample por work.
	1 sample from cont.rol location.	A comple oper year.
Radiolodine	Same as particulates.	
DIRECT	To be determined by NRC.	Quarterly
WATERBORNE:	i sample from Immediate area of discharge.	i sample per month.
INGESTION:		
food Products	tocation to be determined	At time of harvest. One sample of broad

To be parformed by MAC.

Analyze for loding

Gross beta: trititua lodine 125; iodine 131-ail monthly.

1-131 anniysis.

Gross beta-weekly; Gamma isotopic on quarterly composito,

Type & frequency of Anatysis

* to be provided by Hicensee.

Attachment 16

NUCLEAR FUEL SERVICES PADIOLOGICAL MONITORING PROGRAM

Exposure Pathway and/or Sample	Number of Samples and Loostlon	Sampling and Collection Frequency	Type & Frequency of Analysis
-AIRBORNE:	1 sample from location of	1 sample per week.	Gross bata-weekly: Carma Isotopic-quarterly composite;
	high calculated ground . level concentration.		strontium 90, querterly composite.
	1 sample from control location.		
DIRECTI	To be determined by NAC.	Querterly.	to be performed by MRC.
WATERBORNET	1 spilt sample *form immediate area of discharge - Cataraugus Creek.	1 semple per Quarter.	Gross beta; tritium; gamen isotopic - all Quarterly.
INCESTION:			
HIIk	2 sample locations - one at nearest delry farm and	1 sample during the month of August.	Gomme lactopic, strontium 90 - esch sample.

at nowrest dairy farm and one at nearest dairy farm in predominant wind direction.

^{*}To be provided by MFS

DETECTION CAPABILITIES FOR ENVIRONMENTAL SAMPLE ANALYSES

[CWER LIMIT OF DETECTIONS (1.10)

Analysis	Water (pCI/1)	Airborns Particulate or Cas (pCI/m3)	Fish, Mest or Poultry (pCI/Mg, Wet	MITK (PCI/1)	food Products [pci/kg, wet	Sediment [pCI/kg, dry
gross beta	2	0.01				
3.8	330					
Stem	15		136			
59Fe	30		269			
58, 6000	15		139			
6520	3.0		260			
95zNb	10					
1311	0.4	7 × 10-2		*	99	
134C3, 137Cs	15	1 × 10-2	130	15	09	150
14058-Ls	15			15		

The nominal LLD is defined in HASL 300 (rev 8/74) pp 0-06-01, 02, 03 at the 95% considence level. The LLD for 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 ensittical procedure selection. The LLD is calculated to the end of the total sampling pariod.

ATTACHMENT 3

Name of Facility

(Location of Facility (Reporting Period)

Modium or Spilt or Location Distance & State Licensee Pathway Sampled Duplicate Sample Name Direction Date Results Results

. 1

o. Samples	Sample Type	Bets	Gamme	Tritium	1-131	No. Analyses
18	Air Particulate	18	6			24
58	Radinisdine		50			58
18	TLDs					10
6	Water		6	4		10
2	Sediment		2			2
2	Milk		. 2		2	- No.
0	Food Products					0
2	Fish		2			2

Man-hours expended:

Field Sampling	351	hours
Analytical Services	253	DOULE
Quality Assurance	12.6	BOUTS.
Administration	753	nours

STATE OF NEW YCRK
DEPARTMENT OF HEALTH
Coming Tower The Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12237

David Axellod M D Commissioner

OFFICE OF PUBLIC HEALTH Limbs & Randolph M.D. M.P.H. Director

Witten F. Leavy Executive Deputy Director

January 18, 1989

Contracting Officer
U.S. Nuclear Regulatory Commission
Division of Contracts & Property Management
Washington, DC 20555

Dear Mr. Edgeworth:

Enclosed are two (2) fully executed copies of the Modification No. 9 to the Cooperative Agreement No. NRC-28-83-610.

If you have any questions concerning this, please contact me at Area Code 518 458-6461.

Sincerely.

Kimm Kiman

Karim Rimawi, Ph.D.
Director
Bureau c. Environmental Radiation
Protection

jom

Attachment

			OF RACT NUMBER 1/1/8		
NRC FORM 255			1110		
			NRC-28-83-610		
	DIVISION OF CONTRA	ACTS	MODIFICATION NUMBER		
	S. NUCLEAR HEGULATORY	COMMISSION	Eleven (11)		
	WASHINGTON, D.C.		D NEW & MODIFICATION		
			OTHER (Swelly)		
NOTIE	ICATION OF CONTRA	CT EXECUTION			
			CONTRACT BASED ON:		
K. Stever	West, Acting Chief		AUTHORIZATION NUMBER		
	1510161	ent Coction			
Technical	Assistance Managem	ent Support Branch, NRR	RFPA RG1-83-610		
Planning.	(1 by an , a raining an		DATE		
	(Organization	n/	12/04/89		
	- 1		CC TRACT CHANGES PER THIS ACTION		
гаом Магу	I harnast	JAN 2 3 1990	Provide CY-1990 funds in the		
mShirley	A. Crampton	(Date)	amount of \$103,200.00, revi		
Contrac	t Administrator		Article V, incorporate a TI		
			program at Cintichem, Inc.		
Contra	ct Administration Bra	inch			
Divisio	on of Contracts & Pro	operty Management, ADM			
	and the second		EXECUTION DATE		
CONTRACTOR (Nem		alth	JAN 2 3 1990		
New York State Department of Health Bureau of Environmental Radiation Protection Empire State Plaza Albany, New York 12237			TYPE OF CONTRACT		
			Cooperative Agreement		
			PERIOD OF PERFORMANCE		
Radiation Monitoring Program Requirements			1/1/83 - 12/31/91		
Radiation M	onitoring Program Re	qu (rements	PRINCIPAL INVESTIGATOR		
			On Varim Rimawi		
			Dr. Karim Rimawi		
			James Kottan, FTS-488-1214		
			Canes Nocean)		
APPN. No.	BYS NAMBER	FIN NUMBER	- AMOUNT		
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	NEW NRC FUNDS	CY-1990	s 103,200.00		
CHRIDING			548 700 00		
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	TOTAL NEC OBLIGATI	ONS	s 651,900.00		
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New York State Departmen Bureau of Environmental	t of Health Radiation Protect	ion		DO. DATED (SEE ITEM 'II)
2 University Place Albany, New York 12203				104. MODIFICATION OF CONTRACT/ORDER
			X	NRC-28-83-610
	FACILITY CODE			01/01/83
COOE	TEN CINI V APPLIES TO	AMENDMENTS OF SOL	LIC	ITATIONS
B&R NO.: 020-19-14-02-0 12. ACCOUNTING AND APPROPRIATION DE B&R NO.: 020-19-14-02-0 13. THIS ITEM 14. THIS CHANGE ORDER IS ISSUED PLANT TRACT ORDER NO. IN ITEM 10A B. THE ABOVE NUMBERED CONTRACT ORDER NO. IN ITEM 10A C. THIS SUPPLEMENTAL AGREEMENT D. OTHER (Specify type of modification)	nent prior to the hour and da copies of the amen which includes a reference to SIGNATED FOR THE RECE tie of this amendment you deference to the solicitation and TA (II) required) FIN NO.: B 8355- APPLIES ONLY TO MO ES THE CONTRACT/OF DRS JANT TO: (Specify autition and the solicitation and the solicita	te specified in the solicitation of widment. (b) By acknowledging to the solicitation and amendment of the solicitation and amendment of the solicitation and amendment of this amendment, and is received. O APPN. No.: 31 ODIFICATIONS OF CONTROER NO. AS DESCRIBED Aprilly THE CHANGES SET FOR REFLECT THE ADMINISTRATE AUTHORITY OF FAR.	XO RA	is amended, by one of the following methods ceipt of this amendment on each copy of the offer numbers. FAILURE OF YOUR ACKNOWLEDGE HOUR AND DATE SPECIFIED MAY RESULT bmitted, such change may be made by telegram or prior to the opening hour and date specified. 1200.200 Obligate: \$103.200.1 ACTS/ORDERS, NITEM 14 RITH IN ITEM 14 ARE MADE IN THE CON-
E IMPORTANT: Contractor XX is not.	CATION (OTRALIES E) UC.			
The mumber of this modif	ication is to 1)	Provide CY 1990 fu	in	ds, 2) revise Article V, ngly, the following changes
	(See Page 2 of 2			
	ons of the document seference	ced in term 9A or 10A, as here	101	ore changed, remains unchanged and in full force. CONTRACTING OFFICER (Type or print)
Except as provided herein, all terms and conditions and effect. ISA, NAME AND TITLE OF SIGNER (Type or		ISA, NAME AND TITLE		1
TSB. CONTRACTORIOFFERIOR		Mary H. Mace,	100	ontracting Officer 977 Comening Co
the grant of the property described to a				STANDARD FORM 30 (BES)

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STANDARD FORM 30 (FC) ... PASSESSED BY GSA FAR (18 OFF) 53 243

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 Article V - CONSIDERATION AND PAYMENT, Paragraph A., Consideration, subparagraph 1., and Paragraph 3. are revised to read as follows:

A. Consideration

- "1. The Commission will provide funds, subject to the availability of appropriation, to the State in the amount of \$759,400.00 during the nine (9) year period of performance."
- "3. The amount presently obligated by the Commission with respect to this Cooperative Agreement for CY 1990 effort is \$103,200.00. The total amount obligated since inception of this Agreement is increased by \$103,200.00, from \$548,700.00 to \$651,900.00."
- 2. Attachment A, Section II. General Requirements, Paragraph B., is deleted in its antirety and the following paragraph is substituted in lieu thereof:
 - B. Programs will be undertaken at the following sites and the rate of payment to the State will be as follows:

"Calendar Year CY 1990	Site	EM	TLD
CY-1990	Indian Point Nuclear Power Plant	\$15,000.00	\$2,200.00
CY-1990	Nine Mile Point/Fitzpatrick	\$15,000.00	
CY-1990	Nuclear Station R. E. Ginna Nuclear Power Plant Nuclear Fuel Services, Inc.	\$15,000.00	\$2,200.00
CY-1990		\$15,000.00	\$2,200.00
CY-1990	(West Valley) Cintichem, Inc. Shoreham Nuclear Power Station	\$15,000.00	\$2,200.00
CY-1990		\$15,000.00	\$2,200.00"

All other terms and conditions under this Cooperative Agreement remain unchanged.