

April 1, 1992

50-259/260/296  
50-348/364  
50-438/439

Dr. Claude Earl Fox, M.D., M.P.H.  
State Health Officer  
State of Alabama  
Department of Public Health  
434 Monroe Street  
Montgomery, AL 36130-1701

Dear Dr. Fox:

I am responding to your letter dated March 5, 1992, requesting participation in the Emergency Response Data System (ERDS) program. Enclosed is a copy of the generic Memorandum of Understanding (MOU) for you to review and revise as appropriate. When you have completed that task, please contact us to schedule a meeting at the NRC Operations Center in Bethesda, Maryland, if necessary, to discuss any issues that may arise prior to implementation of ERDS in Alabama.

The commercial power plants involved will include the Browns Ferry, Farley, and Bellefont facilities. The NRC has no plans to allow ERDS access to States within the 50-mile emergency planning zone of plants outside of its borders.

The NRC point of contact is Eric Weinstein of the Incident Response Branch staff at (301) 492-7836.

Sincerely,

Original signed by:

R. Lee Spessard, Director  
Division of Operational Assessment  
Office for Analysis and Evaluation  
of Operational Data

Enclosure:  
Generic MOU

cc w/encl:  
M. Landau, GPA  
R. Trojanowski, RII  
J. Hufham, RII  
J. Jolicoeur, AEOD

DISTRIBUTION:  
EJordan, AEOD  
DRoss, AEOD  
DOA R/F  
MTaylor, OEDO  
~~EWWeiss~~  
EWeiss, AEOD  
IRB 92-28

DCS  
NRC PDR  
Local PDR  
RSpessard, AEOD  
EWeinstein, AEOD  
TMcKenna, AEOD

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IRB:DOA:AEOD  
EWeinstein:pw  
3/24/92

IRB:DOA:AEOD  
TJMcKenna  
4/1/92

IRB:DOA:AEOD  
EWeiss  
4/1/92

D:DOA:AEOD  
RLSpessard  
4/1/92

*[Handwritten signatures and initials]*  
L-4-a  
Alabama

RETURN TO REGULATORY CENTRAL FILES

080048

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4/1/92

IRB:DOA:AEOD  
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4/1/92

D:DOA:AEOD  
RLSpessard

4/1/92

AGREEMENT  
 PERTAINING TO THE EMERGENCY RESPONSE DATA SYSTEM  
 BETWEEN THE  
 STATE OF -----  
 AND THE  
 U.S. NUCLEAR REGULATORY COMMISSION

I. Authority

The U.S. Nuclear Regulatory Commission (NRC) and the State of ----- enter into this Agreement under the authority of Section 2741 of the Atomic Energy Act of 1954, as amended.

----- recognizes the Federal Government, primarily the NRC, as having the exclusive authority and responsibility to regulate the radiological and national security aspects of the construction and operation of nuclear production or utilization facilities, except for certain authority over air emissions granted to States by the Clean Air Act.

II. Background

- A. The Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974, as amended, authorize the Nuclear Regulatory Commission (NRC) to license and regulate, among other activities, the manufacture, construction, and operation of utilization facilities (nuclear power plants) in order to assure common defense and security and to protect the public health and safety. Under these statutes, the NRC is the responsible agency regulating nuclear power plant safety.
- B. NRC believes that its mission to protect the public health and safety can be served by a policy of cooperation with State governments and has formally adopted a policy statement on "Cooperation with States at Commercial Nuclear Power Plants and Other Nuclear Production or Utilization Facilities" (54 FR 7530, February 22, 1989). The policy statement provides that NRC will consider State proposals to enter into instruments of cooperation for certain programs when these programs have provisions to ensure close cooperation with NRC. This agreement is intended to be consistent with, and implement the provisions of the NRC's policy statement.
- C. NRC fulfills its statutory mandate to regulate nuclear power plant safety by, among other things, responding to emergencies at licensee's facilities, monitoring the status and adequacy of the licensee's responses to emergency situations.
- D. ----- fulfills its statutory mandate to provide for preparedness, response, mitigation, and recovery in the event of an accident at a nuclear power plant through the -----  
 -----  
 -----

### III. Scope

- A. This Agreement defines the way in which NRC and ----- will cooperate in planning and maintaining the capability to transfer reactor plant data via the Emergency Response Data System during emergencies at nuclear power plants, in the State of -----.
- B. It is understood by the NRC and the State of ----- that ERDS data will only be transmitted by a licensee during emergencies classified at the Alert level or above, during scheduled tests, or during exercises when available.
- C. Nothing in this Agreement is intended to restrict or expand the statutory authority of NRC, the State of -----, or to affect or otherwise alter the terms of any agreement in effect under the authority of Section 274b of the Atomic Energy Act of 1954, as amended; nor is anything in this Agreement intended to restrict or expand the authority of the State of ----- on matters not within the scope of this Agreement.
- D. Nothing in this Agreement confers upon the State of ----- authority to (1) interpret or modify NRC regulations and NRC requirements imposed on the licensee; (2) take enforcement actions; (3) issue confirmatory letters; (4) amend, modify, or revoke a license issued by NRC; or (5) direct or recommend nuclear power plant employees to take or not to take any action. Authority for all such actions is reserved exclusively to the NRC.

### IV. NRC's General Responsibilities

Under this agreement, NRC is responsible for maintaining the Emergency Response Data System (ERDS). ERDS is a system designed to receive, store, and retransmit data from in-plant data systems at nuclear power plants during emergencies. The NRC will provide user access to ERDS data to one user terminal for the State of ----- during emergencies at nuclear power plants which have implemented an ERDS interface and for which any portion of the plant's 10 mile Emergency Planning Zone (EPZ) lies within the State of -----.

The NRC will provide any software which is not commercially available and is necessary for configuring an ERDS workstation.

### V. ----- General Responsibilities

- A. ----- will, in cooperation with the NRC, establish a capability to receive ERDS data. To this end, ----- will provide the necessary computer hardware and commercially licensed software required for ERDS data transfer to users.
- B. ----- agrees not to use ERDS to access data from nuclear power plants for which a portion of the 10 mile Emergency Planning Zone does not fall within its State boundary.

- C. For the purpose of minimizing the impact on plant operators, clarification of ERDS data will be pursued through the NRC.

VI. Implementation

----- and the NRC agree to work in concert to assure that the following communications and information exchange protocol regarding the NRC ERDS are followed.

- A. ----- and the NRC agree in good faith to make available to each other information within the intent and scope of this Agreement.
- B. NRC and ----- agree to meet as necessary to exchange information on matters of common concern pertinent to this Agreement. Unless otherwise agreed, such meetings will be held in the NRC Operations Center. The affected utilities will be kept informed of pertinent information covered by this Agreement.
- C. To preclude the premature public release of sensitive information, NRC and ----- will protect sensitive information to the extent permitted by the Federal Freedom of Information Act, the State Freedom of Information Act, 10 CFR 2.790, and other applicable authority.
- D. NRC will conduct periodic tests of licensee ERDS data links. A copy of the test schedule will be provided to ----- by the NRC. ----- may test its ability to access ERDS data during these scheduled tests, or may schedule independent tests of the State link with the NRC.
- E. NRC will provide access to ERDS for emergency exercises with reactor units capable of transmitting exercise data to ERDS. For exercises in which the NRC is not participating, ----- will coordinate with NRC in advance to ensure ERDS availability. NRC reserves the right to preempt ERDS use for any exercise in progress in the event of an actual event at any licensed nuclear power plant.

VII. Contacts

- A. The principal senior management contacts for this Agreement will be the Director, Division of Operational Assessment, Office for Analysis and Evaluation of Operational Data, and the -----  
-----  
----- These individuals may designate appropriate staff representatives for the purpose of administering this Agreement.
- B. Identification of these contacts is not intended to restrict communication between NRC and ----- staff members on technical and other day-to-day activities.

VIII. Resolution of Disagreements

- A. If disagreements arise about matters within the scope of this Agreement, NRC and ----- will work together to resolve these differences.
- B. Resolution of differences between the State and NRC staff over issues arising out of this Agreement will be the initial responsibility of the NRC Division of Operational Assessment management.
- C. Differences which cannot be resolved in accordance with Sections VIII.A and VIII.B will be reviewed and resolved by the Director, Office for Analysis and Evaluation of Operational Data.
- D. The NRC's General Counsel has the final authority to provide legal interpretation of the Commission's regulations.

IX. Effective Date

This Agreement will take effect after it has been signed by both parties.

X. Duration

A formal review, not less than 1 year after the effective date, will be performed by the NRC to evaluate implementation of the Agreement and resolve any problems identified. This Agreement will be subject to periodic reviews and may be amended or modified upon written agreement by both parties, and may be terminated upon 30 days written notice by either party.

XI. Separability

If any provision(s) of this Agreement, or the application of any provision(s) to any person or circumstances is held invalid, the remainder of this Agreement and the application of such provisions to other persons or circumstances will not be affected.

FOR THE U.S. NUCLEAR REGULATORY COMMISSION,

\_\_\_\_\_  
James M. Taylor  
Executive Director for Operations

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

FOR THE STATE OF -----,

\_\_\_\_\_  
-----  
-----

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