

50-352 0L

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1/25/85

SEP 17 1984



PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY
P.O. BOX 3321
HARRISBURG, PENNSYLVANIA 17105



September 13, 1984

NUCLEAR SERVICES R. H. LOGUE SEP 19 1984
Noted:
Referred:



Mr. Vince Boyer
Sr. Vice President
Philadelphia Electric Company
2301 Market Street
Philadelphia, Pennsylvania 19101

Dear Vince:

Enclosed for your file is a copy of the executed agreement dated September 6, 1984 between Philadelphia Electric Company and the Commonwealth of Pennsylvania regarding dosimetry requirements for offsite emergency workers associated with your Limerick Generating Station.

We are preparing to obtain the required bids to cover the purchase of 9,000 self-reading dosimeters and 10,000 thermoluminescent dosimeters and will advise you when the orders are placed.

Sincerely,

Ralph J. Hippert
Deputy Director
Office of Plans and Preparedness

RJH:jmb (Tel: 717-783-8150)

Enclosure

NUCLEAR REGULATORY COMMISSION

Docket No. 50-352 0L Official Exh. No. E-104
 In the matter of Phila Elec Co

Staff _____ IDENTIFIED L
 Applicant ✓ RECEIVED ✓
 Intervenor _____ REJECTED _____
 Cont'g Off'r _____
 Contractor _____ DATE 1-25-85
 Other _____ Witness BR... PANEL
 Reporter A-F

Copy sent page (attached)
LSB
EVE
✓ R.H.

8605120135 850125
PDR ADOCK 05000352
G PDR

Applicant's Exh. E-104
rec'd 1/25/85

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY

This Agreement is entered into this 6th day of September 1984 by and between the PHILADELPHIA ELECTRIC COMPANY (hereinafter referred to as PECO) whose principal place of business is located at 2301 Market Street, Philadelphia, PA 19101 and the COMMONWEALTH OF PENNSYLVANIA, acting through the Pennsylvania Emergency Management Agency, (hereinafter referred to as "Commonwealth").

WHEREAS, NUREG-0654 dated November 1980, "Criteria for Preparation and Evaluation of Radiological Emergency Plans and Preparedness in Support of Nuclear Power Plants" jointly published by the U. S. Nuclear Regulatory Commission and the Federal Emergency Management Agency sets forth guidance for the protection of offsite emergency workers; and

WHEREAS, Section II, Part K of the above referenced publication labeled "Radiological Exposure Control" directs that provisions shall be made for dosimeters both self-reading and permanent record devices; and

WHEREAS, the Philadelphia Electric Company is the Licensee for operation of the Limerick Generating Station (hereinafter "LGS") and the Commonwealth is responsible for ensuring the safety and welfare of offsite emergency workers in the event of an accident at the power plant;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises hereinafter set forth, PECO and the Commonwealth, with the intention of being legally bound hereby, agree as follows:

1. PECO shall fund the procurement of 10,000 thermoluminescent ("TLD") dosimeters, on an annual lease basis, for the entire operating life of LGS for use by offsite emergency workers responding to a radiological incident at LGS. The model and manufacturer of the TLDs shall be specified by the Commonwealth. A separate procurement agreement shall be negotiated between the Commonwealth and an appropriate vendor.

The procurement agreement shall include maintenance and reading of all TLDs, whenever necessary, by the vendor. The TLDs to be so purchased by the Commonwealth and the services to be provided by the vendor to the Commonwealth shall be comparable to those currently available for approximately \$4.00 per TLD. Subsequent price increases for the purchase by the Commonwealth of the same or a comparable quality TLD over the operating life of LGS will be borne by PECO. For purposes of this paragraph, the "operating life of LGS" shall terminate 180 days after the last fuel assembly is removed from the reactor vessels at LGS.

2. The Commonwealth and/or county emergency management agencies shall be responsible for control, inventory (including any losses therefrom) and distribution of TLDs for offsite emergency workers, in accordance with the procedures established in the Commonwealth of Pennsylvania's Disaster Operations Plan, Annex E, Fixed Nuclear Facility Incidents; provided, however, that in the event that TLDs are read by the vendor as a result of an accident at LGS, and if any or all of these TLDs are destroyed in the reading process, such supplies shall be replaced by the licensee.

3. PECO shall pay for the first annual supply of 10,000 TLDs and associated services within thirty (30) days after they are ordered by the Commonwealth. In succeeding years PECO shall pay for the TLDs and associated services within thirty days after receiving an invoice from the Commonwealth indicating that the TLDs have been reordered and describing the TLDs and associated services being reordered. In the event that the Commonwealth provides TLDs for the full complement of offsite emergency workers designated in the applicable offsite response plans for any other nuclear power plant in the Commonwealth for any fiscal year, using funds obtained from any source other than direct payments from the reactor owner or operator similar to those provided for in this Agreement, the obligations of this paragraph shall be waived for that fiscal year.

4. PECO shall provide the Commonwealth with adequate funds to purchase 9,000 CD V-730 dosimeters (self-reading 0-20R), or an equivalent, commercially available dosimeter, for use by emergency

workers in the plume exposure pathway emergency planning zone for LGS. For purposes of this paragraph, "adequate funds" shall constitute the lesser of \$675,000 (9,000 dosimeters at \$75.00 each), or the actual cost to the Commonwealth to purchase 9,000 CD V-730 or equivalent dosimeters. Funding for procurement of self-reading dosimeters shall be on a one-time basis. Transfer of such funds shall be accomplished within 30 days after the Commonwealth orders 9,000 CD V-730 or equivalent dosimeters.

5. The Commonwealth and/or county emergency management agencies shall be responsible for the control, inventory, distribution, repair, maintenance, and replacement of such dosimeters, as necessary, in accordance with procedures established in the Commonwealth of Pennsylvania's Disaster Operations Plan, Annex E, Fixed Nuclear Facility Incidents.

6. In accordance with procedures established in the Commonwealth of Pennsylvania Disaster Operations Plan, Annex E, Fixed Nuclear Facility Incidents, the Commonwealth shall assume responsibility for the conduct of the requisite training to ensure proper operation of dosimetry equipment* (including both TLDs and self-reading dosimetry) by the personnel to whom it is issued. PECO will provide the Commonwealth with technical consulting and assistance, on an as-needed basis.

7. The Commonwealth has adequate supplies of CD V-742 dosimeters (self-reading 0-200R) available for use by emergency workers responding to a radiological incident at LGS.

ARTICLE II

TERM OF AGREEMENT

The term of this agreement shall be from the execution date of this agreement throughout the remaining operating life of LGS as defined in Article I, Paragraph 1 of this Agreement.

ARTICLE III

AMENDMENT OF AGREEMENT

1. This agreement constitutes the entire agreement between the parties.

2. No amendment or modification changing the scope or terms of this agreement shall have any force or effect unless it is in writing and signed by all parties.

ARTICLE IV
ASSIGNABILITY OF AGREEMENT

1. This agreement shall be binding upon the parties and their respective successors and assigns.

2. PECO shall not assign any duties or responsibilities under this agreement without the prior written approval of the Commonwealth.

ARTICLE V
NONDISCRIMINATION

During the term of this agreement, PECO agrees to be bound by the Nondiscrimination Clause attached as Exhibit A.

ARTICLE VI
CONFLICTS OF INTEREST

PECO covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services hereunder. It further covenants that in the performance of this contract it will not knowingly employ any person having any such interest.

ARTICLE VII
LEGAL NOTICES

1. The Contracting Officer for the Commonwealth shall be the Director of Administration, Pennsylvania Emergency Management Agency, P. O. Box 3321, Transportation and Safety Building, Harrisburg, Pennsylvania 17105.

2. The parties agree that all legal notices pursuant to this contract shall be sufficient if in writing and mailed certified mail, return receipt requested, and all other communications shall be sufficient if in writing and mailed, prepaid first class, to the following addresses of the respective parties or such other addresses as may be designated, from time to time, by the parties in writing:

- a. Director of Administration
Pennsylvania Emergency Management Agency
Transportation and Safety Building
P. O. Box 3321
Harrisburg, Pennsylvania 17105

b. Vincent S. Boyer
Senior Vice President, Nuclear Power
Philadelphia Electric Company
2301 Market Street
Philadelphia, PA 19101

IN WITNESS WHEREOF, the parties hereto have caused this
agreement to be executed as of the date first above mentioned.

WITNESS:

Ralph H. [Signature]

COMMONWEALTH OF PENNSYLVANIA
Acting through the Pennsylvania
Emergency Management Agency

By: *William P. [Signature]*
Director of Administration

Date: 8-3-84

WITNESS:

J. J. Lynch

PHILADELPHIA ELECTRIC COMPANY

J. [Signature]
President

S. S. [Signature]
Secretary

Tax Identification Number:

23-0970240

Approved as to form and legality:

OFFICE OF GENERAL COUNSEL

By: *William K. [Signature]* Date: August 31, 1984
Deputy General Counsel

OFFICE OF ATTORNEY GENERAL

By: *David J. [Signature]* Date: 9/6/84
Deputy Attorney General

EXHIBIT A

NONDISCRIMINATION CLAUSE

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employe, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employes or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employes, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, or sex.

3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Affirmative Action.

8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employes.

9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.

10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.