

**PSEG Site  
ESP Application  
Part 5, Emergency Plan**

**ATTACHMENT 3  
MEMORANDA OF UNDERSTANDING**

**NOTE**

This attachment contains Memoranda of Understanding from offsite support organizations that support Salem and Hope Creek Generation Stations. As PSEG moves forward with the new plant development, the Memoranda of Understanding will be revised, as necessary, to include information to support the new plant.

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ESP Application  
Part 5, Emergency Plan**

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**TABLE OF CONTENTS**

<u>Att.</u>	<u>Title</u>	<u>Rev.</u>	<u>Pages</u>
<b>3-0</b>	<b>FEDERAL</b>		
3-0.1	Not Used	0	0
3-0.2	Department of Commerce - National Weather Service and PSEG Nuclear, LLC	4	3
3-0.3	Not Used	0	0
<b>3-1</b>	<b>STATE OF NEW JERSEY</b>		
3-1.1	NJ State Police/NJ Department of Environmental Protection/PSE&G	3	8
<b>3-2</b>	<b>STATE OF DELAWARE</b>		
3-2.1	Delaware Department of Safety and Homeland Security Delaware Emergency Management Agency (DEMA) and Salem-Hope Creek Generating Stations	4	13
<b>3-3</b>	<b>OTHER STATES</b>		
3-3.1	Maryland Emergency Management Agency and State of New Jersey Office of Emergency Management	3	3
3-3.2	Pennsylvania Emergency Management Agency and State of New Jersey	3	5
<b>3-4</b>	<b>COUNTIES OF NEW JERSEY</b>		
3-4.1	Cumberland County Office of Emergency Management and PSEG Nuclear, LLC	4	4
3-4.2	Salem County Department of Emergency Services and PSEG Nuclear, LLC	4	4

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**ATTACHMENT 3  
MEMORANDA OF UNDERSTANDING**

**TABLE OF CONTENTS (Continued)**

<u>Att.</u>	<u>Title</u>	<u>Rev.</u>	<u>Pages</u>
<b>3-5</b>	<b>COUNTIES OF DELAWARE</b>		
3-5.1	Kent County Department of Public Safety, Emergency Operations Center and PSEG Nuclear, LLC	4	4
3-5.2	New Castle County Delaware, Delaware Emergency Management Agency and PSEG Nuclear, LLC	4	6
<b>3-6</b>	<b>NEW JERSEY TOWNSHIPS</b>		
3-6.1	Township of Lower Alloways Creek and PSEG Nuclear, LLC	5	9
<b>3-7</b>	<b>MEDICAL ORGANIZATIONS</b>		
3-7.1	The Memorial Hospital of Salem County and PSEG Nuclear, LLC	1	2
<b>3-8</b>	<b>OTHER ORGANIZATIONS</b>		
3-8.1	General Electric Company and PSEG Nuclear, LLC	3	2
3-8.2	Institute of Nuclear Power Operations and PSEG Nuclear, LLC	5	1
3-8.3	Westinghouse Electric Company, LLC and PSEG Nuclear, LLC	4	5
3-8.4	Haz/Med Consultants and PSEG Nuclear, LLC	4	4
3-8.5	Wilmington Fire Department and PSEG Nuclear, LLC	4	3
3-8.6	AREVA and PSEG Nuclear, LLC		1
3-8.7	Mitsubishi and PSEG Nuclear, LLC		1

## MEMORANDUM OF UNDERSTANDING - 2008

The agreement dated January 5, 2003, between PSEG Nuclear, LLC, and the **Department of Commerce - National Weather Service**, regarding response to an accident at either Salem or Hope Creek Generating Stations has been reviewed. The agreement is currently satisfactory and subsequently, remains in force.

Gary S Szatkowski  
Signature

04-11-2008  
Date

GARY S SZATKOWSKI  
Print Name

METEOROLOGIST IN CHARGE  
Title



**2002**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE DEPARTMENT OF COMMERCE - NATIONAL WEATHER SERVICE,**  
**AND**  
**PSEG NUCLEAR, LLC**  
**FOR**  
**RADIOLOGICAL EMERGENCY PREPAREDNESS**

**I. PURPOSE**

This Memorandum of Understanding (MOU) constitutes a mutually agreed upon understanding between the Department of Commerce - National Weather Service, and PSEG Nuclear, LLC (hereinafter referred to as PSEG Nuclear) setting forth the agreements, commitments, obligations, and conditions to provide radiological assistance in the event of an accident at the Hope Creek or Salem Generating Stations threatening public life or property.

**II. MEMORANDUM OF UNDERSTANDING**

It is understood that the National Weather Services (NWS) shall support and make available the following during any and all emergency drills, exercises, and/or actual emergencies at Artificial Island from the NWS office in Mt. Holly, New Jersey (PHI/Mt. Holly):

1. Detailed localized weather forecasts (2 hours to 3 days).
2. Philadelphia NWS hourly observations (including, but not limited to, wind direction, speed, and cloud cover).
3. "Special observations" taken during the previous hour.
4. Hourly observations from other NWS stations in the vicinity of the plant.
5. Radar reports of precipitation near Artificial Island.
6. Notification to Artificial Island Generating Stations of any and all special weather bulletins and/or conditions pertaining to the Artificial Island area including, but not limited to, hurricanes, winter storms, thunderstorms, and tornados.
7. Requests for such services from Philadelphia/Mt. Holly New Jersey NWS station shall be from PSEG personnel in the Control Room, Technical Support Center, or the Emergency Operations Facility.

Memorandum of Understanding  
DOC/NWS & PSEG


PLAN  
ATT. 3-0.2  
Page 3 of 3

8. This information shall be provided to PSEG on a (twenty-four) 24 hour-a-day basis by contacting the Weather Specialist on duty at (609) 261-6604.
9. This MOU supersedes and voids any and all previous Memoranda of Understanding between the Department of Commerce – National Weather Service and PSEG Nuclear for the purpose of providing radiological assistance to the public in the event of an accident threatening public life or property.
10. Either party to this MOU may terminate upon sixty (60) days advance written notice to the other party.
11. This MOU shall be effective immediately upon the signing of all the parties hereunto.

IN WITNESS WHEREOF, the parties hereunto execute this Memorandum of Understanding this \_\_\_\_\_ day of \_\_\_\_\_ 2002:

  
\_\_\_\_\_  
Gary Szatkowski  
MIC NWSFO PHI

12/26/02  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
Harold W. Keiser  
President and Chief Nuclear Officer  
PSEG Nuclear, LLC

1/5/03  
\_\_\_\_\_  
DATE

**MEMORANDUM OF UNDERSTANDING - 2008**

The following agreements have been reviewed:

The agreement between the PSEG Nuclear, LLC, **New Jersey State Police**, and the **New Jersey Department of Environmental Protection** dated October 9, 1990;

Clarification to Section II.C this section is revised to reflect the following:

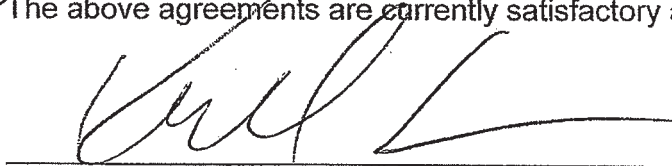
For events classified in accordance with Salem or Hope Creek Emergency Classification Guides related to the health and safety of the public or on-site personnel, or protection of the environment, for which a news release is planned or notification to other government agencies has been or will be made which are not declared as an Emergency Class (as specified in Paragraph A above) notification will be provided within four (4) hours of the declaration of the event or prior to the issuance of a news release.

Reason for clarification: Previous reference to 10 CFR numbers has been changed.

The agreement between **Maryland Emergency Management Agency** and the State of New Jersey Office of Emergency Management dated June 16, 1990;

The agreement between the **Commonwealth of Pennsylvania** and the State of New Jersey dated April 10, 1990.

The above agreements are currently satisfactory and subsequently, remain in force.

  
Signature

4-25-08  
Date

RICHARD SENSİ  
Print Name

LT. Unit Supervisor I/ERP UNIT  
Title

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NEW JERSEY DIVISION OF STATE POLICE  
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
PUBLIC SERVICE ELECTRIC & GAS COMPANY  
TO PROVIDE FOR THE IMPLEMENTATION  
OF THE STATE OF NEW JERSEY RADIOLOGICAL RESPONSE PLAN  
FOR NUCLEAR POWER PLANT

I. PURPOSE:

The purpose of this Memorandum of Understanding is to establish conditions upon which Public Service Electric & Gas Company (the Utility) will notify the State Government of New Jersey (Commissioner of the N.J. Department of Environmental Protection and Superintendent of the N.J. Division of State Police) in the event of an accident which has the potential for radioactive exposure or contamination of members of the public of their property. Proper and timely flow of information throughout the duration of any such accident is essential in order for the Government of the State of New Jersey to discharge its obligation to maintain public health and safety by implementing protective actions as described in the State of New Jersey Radiological Emergency Response Plan for Nuclear Power Plants (NJRERP) or its successors.

II. DEFINITIONS:

To minimize the possibility of communications breakdown, the definitions listed in the State of New Jersey Radiological Emergency Response Plan for Nuclear Power Plants (NJRERP) shall apply throughout this Memorandum of Understanding.

III. AGREEMENT:

The following terms shall be binding upon the State and the Utility:

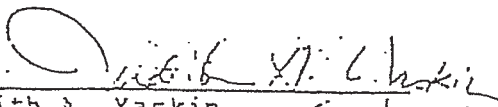
- A. The Utility and State shall cooperate at all times in developing, reviewing, and modifying protective action plans for accidents which endanger the public.
- B. The State and Utility shall join in at least one annual exercise.

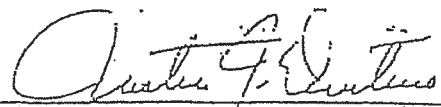
- C. ~~The Utility shall provide and maintain a Nuclear Emergency Response Telephone System which is monitored 24 hours a day. This telephone is located in the Shift Supervisor's Office, the onsite Technical Support Center and the offsite Emergency Operations Facility, which will have the sole purpose of maintaining communications with State Government in the event of a suspected or confirmed accident endangering the public. The Division of State Police, in the Communications Bureau, will provide an emergency telephone which is monitored 24 hours a day. The State will provide a telephone with an unlisted number in the office of the New Jersey State Department of Environmental Protection, Bureau of Nuclear Engineering (BNE). These telephone numbers will be exchanged by the State and the Utility. Both the State and the Utility further agree not to divulge the unlisted numbers to any other party.~~
- D. The Utility shall install and maintain, at each reactor site; wind speed and direction Indicators to provide information for implementing protective actions.
- E. The Utility shall notify the State as soon as possible but no later than fifteen minutes after the declaration of any incident defined in their utility's emergency plan as an unusual event, alert, site area Emergency or general emergency. In addition to the above conditions, the Utility will notify the State of plant conditions which will generate public, government, or media concern about plant safety. At minimum, the State will receive notification as stipulated in the appended Statement of Agreement and Conditions of Notification - Artificial Island Generating Stations. The content of this section shall not be construed to imply regulatory authority supplanting or in addition to the Nuclear Regulatory Commission's (NPC) regulatory authority.
- F. The Utility will provide the State with information needed to protect the public as soon as it is available.
- G. The Utility shall furnish the State with two (2) copies of its facility Emergency Plan and amendments thereto as they are issued. The State shall furnish the Utility with (2) copies of its NJRERP and amendments thereto as they are issued.
- H. The Utility has the right and, in a case in which the Bureau of Nuclear Engineering personnel are unavailable, the duty to recommend protective action to the State of New Jersey.



- I. ~~The notification shall be made by the Utility by~~ telephone to New Jersey State Police by a format agreed to by both the Utility and the State. Technical information essential for evaluation and management of the accident shall be given to designated NJ DEP Bureau of Nuclear Engineering personnel.
- J. An accident shall be deemed to have terminated when, in the judgement of the State, there is no longer need for consideration of further protective actions as defined in the NJRERP.
- K. Throughout the emergency, the Utility will work closely with and coordinate all media news releases relating to the status of the plant with the Governor's Office, and the State Police, the State Department of Environmental Protection, and the Nuclear Regulatory Commission. ~~The Utility will bear the responsibility for news releases relating to the status of the plant until the Governor declares a formal State of Emergency.~~ With the declaration of formal State of Emergency, all news releases will be made jointly by the Governor or his representative and the Utility after agreement is reached on content. All news releases issued by the Utility during an emergency, prior to a declaration of a formal state of emergency will be immediately hand delivered to State representatives at the Emergency News Center and will be passed by telefacsimile to the State EOC and the BNE headquarters. All State releases will be hand delivered to PSE&G representative at the Emergency News Center and passed by telefacsimile to the Public Information Department at Artificial Island.
- L. This Memorandum of Understanding supersedes and voids all previous Memoranda of Understanding between the State Department of Environmental Protection, the Division of State Police and the Utility for the purpose of providing protection to the public in the event of accident threatening public life or property.
- M. This agreement shall be effective immediately upon execution of the parties hereto.

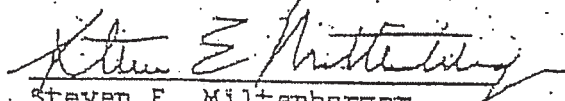
IN WITNESS WHEREOF the parties have hereunto executed this  
Statement of Agreement.

  
Judith A. Yaskin  
Commissioner  
New Jersey State Department  
of Environmental Protection

  
Colonel Justin J. Dignato  
Superintendent  
New Jersey State Police

Date 10/9/90

Date 7/12/90

  
Steven E. Miltenberger  
Vice President - Nuclear  
Public Service Electric &  
Gas Company

Date 9-12-90

STATEMENT OF AGREEMENT

AND

CONDITIONS OF NOTIFICATION

ARTIFICIAL ISLAND GENERATING STATIONS

Public Service Electric and Gas Company (hereafter called PSE&G) will provide notification to the State of New Jersey, Division of State Police, Office of Emergency Management (hereafter called OEM) and the State of New Jersey, Department of Environmental Protection, Bureau of Nuclear Engineering (hereafter called BNE) in accordance with the conditions discussed below:

I. NOTIFICATION METHODS/LOCATION

All notification calls will be made to the Communications Center of the New Jersey State Police in West Trenton, New Jersey. The primary means of communications will be the Artificial Island Nuclear Emergency Telecommunications System to the extension assigned to the Communications Bureau/OEM Operations Room. Normal commercial communications will be utilized as the secondary means of communications. The OEM and BNE will coordinate internal procedures for ensuring that the appropriate cognizant officials of the OEM and BNE are subsequently notified by the New Jersey State Police Communications Bureau.

II. NOTIFICATIONS TO BE PERFORMED

A. Notification of any event declared as one of the Emergency Classes specified in either the Salem Generating Station or Hope Creek Generating Station Emergency Plans (or Artificial Island Emergency Plan when it supersedes existing plans) will be provided within fifteen (15) minutes of the declaration of that event.

B. With the exception of paragraph II. C below, a notification of any event declared in accordance with the guidelines contained in Title 10, Code of Federal Regulation (CFR), Chapter 50, Paragraph 50.72 (b), "Non-emergency events" will be provided within the first working day following the declaration of the event.



- C. For events classified in accordance with Title 10 CFR, Chapter 50, Paragraph 50.72 (b) (2) (vi), which are not declared as an Emergency Class (as specified in Paragraph II A above) notification will be provided within four (4) hours of the declaration of the event, or prior to the issuance of a news release.

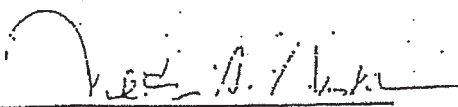
III. CLARIFICATION OF CONDITIONS OF NOTIFICATIONS :

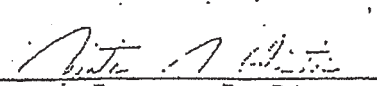
- A. It shall be understood that the notification requirement for any one event will be fulfilled if that notification is performed in accordance with II A above.
- B. Follow-up notifications and communications for those events handled in accordance with II A above shall be conducted as specified in the appropriate emergency plan and emergency plan procedures.
- C. Follow-up information for any event notification made in accordance with Paragraphs II B or II C above shall be requested through either the Manager - Licensing & Regulation, Nuclear Department, PSE&G; or the Emergency Preparedness Manager, Nuclear Department, PSE&G.
- D. "Next Working Day", will be the next regularly schedule PSE&G work day (8:00 a.m. - 4:30 p.m.) immediately following the event. This specifically excludes weekends and PSEG company holidays.
- E. A copy of each Licensee Event Report (or supplementary Licensee Event Report "associated with the event notification") will be provided to the BNE for all follow-up activities reported to the NRC. All substantive LER questions on behalf of the BNE shall be directed in writing to the Manager - Licensing & Regulation, Nuclear Department, PSE&G.

V. FINAL IMPLEMENTATION

This agreement shall be effective on the date of the last signature on the document.

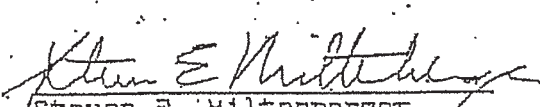
IN WITNESS WHEREOF the parties have hereunto executed this  
Memorandum of Understanding.

  
Judith A. Yaskin  
Commissioner  
New Jersey State Department  
of Environmental Protection

  
Colonel Justin J. DiGirolamo  
Superintendent  
New Jersey State Police

Date: 12/19/08

Date: 12/19/08

  
Steven E. Miltenberger  
Vice President-Nuclear  
Public Service Electric  
& Gas Company

Date: 9-12-90

## MEMORANDUM OF UNDERSTANDING - 2008

The agreement dated September 12, 2005, between Salem-Hope Creek Generating Stations, and the **State of Delaware Department of Safety and Homeland Security Delaware Emergency Management Agency (DEMA)**, regarding response to an accident at either Salem or Hope Creek Generating Stations has been reviewed. The agreement is currently satisfactory and subsequently, remains in force.

  
Signature

5/9/08  
Date

James E Turner, II  
Print Name

DIRECTOR, DEMA  
Title


LETTER OF AGREEMENT  
BETWEEN  
PSEG NUCLEAR  
AND  
STATE OF DELAWARE  
DEPARTMENT OF SAFETY AND HOMELAND SECURITY  
DELAWARE EMERGENCY MANAGEMENT AGENCY (DEMA)

Our agency has reviewed the Memorandum of Understanding contained in the Agreements Section of the State of Delaware Radiological Emergency Plan.

We concur that the MOU is still effective and that our agency shall adhere to the principles set forth in the MOU.

  
\_\_\_\_\_  
Senior Vice President  
PSEG Nuclear

5/1/08  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director  
Delaware Emergency  
Management Agency, of the  
Department of Safety and Homeland  
Security

4/14/08  
\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SALEM-HOPE CREEK GENERATING STATIONS  
AND  
STATE OF DELAWARE  
DEPARTMENT OF SAFETY AND HOMELAND SECURITY  
DELAWARE EMERGENCY MANAGEMENT AGENCY (DEMA)**

**TO PROVIDE FOR THE IMPLEMENTATION OF PROTECTIVE ACTIONS  
ON BEHALF OF THE GENERAL PUBLIC IN THE EVENT OF AN ACCIDENT**

WHEREAS, SALEM-HOPE CREEK GENERATING STATIONS (herein referred to as SHCGS) is authorized to operate nuclear facilities in Lower Alloways Creek Township, New Jersey (herein referred to as SHCGS operated nuclear generating facilities) under licenses granted by the U.S. Nuclear Regulatory Commission (NRC); and

WHEREAS, the NRC requires that the level of onsite and offsite emergency preparedness provides reasonable assurance that adequate protective measures can and will be taken in the event of a radiological emergency; and

WHEREAS, a portion of the State of Delaware is included in the emergency planning zone for SHCGS operated nuclear generating facilities; and

WHEREAS, the Federal Emergency Management Agency (FEMA) must make findings and determinations as to whether the State of Delaware Radiological Emergency Plan is adequate and capable of being implemented; and

WHEREAS, the State of Delaware has requested funding pursuant to 20 Del. C. § 3108 for activities and equipment associated with its development and maintenance of a Radiological Emergency Plan which satisfies NRC and FEMA rules, regulations and requirements for radiological emergency preparedness as they pertain to SHCGS operated nuclear generating facilities;

THEREFORE, the parties hereto in consideration of the COVENANTS set forth herein agree as follows:

1. SHCGS agrees, pursuant to 20 Del. C. § 3108 in accordance with the provisions of this Memorandum of Understanding, to fund activities and equipment associated with the development and maintenance of a Radiological Emergency Plan for the State of Delaware in support of the SHCGS operated nuclear generating facilities;

2. In consideration of this funding, the Director of the Delaware Emergency Management Agency (DEMA) (herein referred to as DEMA Director), Department of Safety and Homeland Security, State of Delaware, pursuant to 20 Del. C. § 3108 shall be responsible for maintaining in full effect at all times relevant to this agreement the provisions of the Delaware Radiological Emergency Plan and supporting documents for SHCGS operated nuclear generating facilities;
3. For the purpose of this Memorandum of Understanding, the fiscal year shall be from July 1st to June 30th. Sixty (60) days prior to the beginning of each fiscal year, the DEMA Director or designee shall submit a budget to SHCGS for activities and equipment associated with the Delaware Radiological Emergency Plan for the SHCGS operated nuclear generating facilities which are not otherwise funded through appropriations available to the Delaware Emergency Management Agency. Under no circumstances will SHCGS provide funding for activities or equipment for which funding from other sources is available;
4. Thirty (30) days prior to the beginning of a fiscal year, SHCGS shall notify the DEMA Director or designee of the acceptability and approval of those budget items for which SHCGS will provide funding;
5. Funds shall be provided by SHCGS for those accepted and approved budget items;
6. The DEMA Director or designee shall be responsible for insuring that funding provided is used exclusively for SHCGS approved budget items;
7. The DEMA Director or designee shall maintain a detailed account of all expenditures of SHCGS provided funds in accordance with generally accepted accounting principles;
8. SHCGS reserves the right to audit and/or require accounting for all goods and services for which it has provided funding;
9. The DEMA Director or designee shall supply an accounting of actual, as opposed to estimated, expenses for which SHCGS provided funding on a quarterly basis to SHCGS President and Chief Nuclear Officer;
10. Approval of reallocation of funds will reside with DEMA and will be annotated in the quarterly DEMA budget report provided to SHCGS;
11. At the conclusion of each fiscal year, unexpended budget funds shall be reported to SHCGS. The disposition of these funds will be at the discretion of SHCGS;
12. Funding provided under this Memorandum of Understanding shall be for the exclusive use of developing and maintaining the Delaware Radiological Emergency Plan for SHCGS operated nuclear facilities;



13. This agreement shall be effective upon signing by both parties but may be terminated by either party upon sixty (60) days of written notice to the other party. This written notice shall be sent by registered letter to:

Senior Vice President &  
Chief Nuclear Officer  
PSEG Nuclear, LLC  
P.O. Box 236  
Hancock's Bridge, NJ 08038

Secretary  
Department of Safety and Homeland Security  
P.O. Box 818  
Dover, DE 19903

## I. PURPOSE

The purpose of this Memorandum of Understanding as set forth in 20 Del. C. § 3108 is to establish conditions upon which SHCGS will notify the State of Delaware Department of Safety and Homeland Security, Delaware Emergency Management Agency, of a radiological public safety accident, as hereinafter defined, or occurrences and conditions potentially leading to a radiological public safety accident requiring consideration being given to implementation of protective actions at any level. Proper and timely flow of information throughout the duration of any such accident, occurrences or conditions is essential in order for the Government of the State of Delaware to discharge its obligation to maintain public health and safety by implementing the State of Delaware Radiological Emergency Plan (REP).

## II. DEFINITIONS

To minimize the possibility of communications breakdown, the following definitions shall apply throughout this Memorandum of Understanding:

- A. Salem-Hope Creek Generating Stations - The collective name identifying the licensee site for Salem and Hope Creek Generating Stations.
- B. Authority - The Director of the State of Delaware Department of Safety and Homeland Security, Delaware Emergency Management Agency is charged with the obligation, authority and responsibility, pursuant to the provisions of Delaware Code, Title 20, Chapter 31, annotated as amended, of instituting appropriate public protective actions in the event of an emergency.
- C. Controlled Release - Any release of radioactive materials from Salem-Hope Creek Generating Stations which is planned and controlled by the stations.
- D. DEMA - State of Delaware Department of Safety and Homeland Security, Delaware Emergency Management Agency.

E. REP - Delaware Radiological Emergency Plan. A broad, flexible plan designed to maintain public confidence and protect the population in the event of an emergency which could affect the citizens of the State of Delaware.

F. Emergency Action Levels

Unusual Event - Unusual Events, as used for emergency planning purposes, characterize off-normal plant conditions that may not in themselves be particularly significant from an emergency preparedness standpoint, but could reasonably have the potential to increase in significance if proper action is not taken or if circumstances beyond the control of the operating staff render the situation more serious from a safety standpoint. No uncontrolled releases of radioactive materials requiring offsite response or monitoring are expected unless further degradation of safety systems occur. For all of these situations the State will be notified as soon as the event has been declared (within fifteen [15] minutes).

Alert - The Alert Action level is the lowest level where some necessity for emergency planning offsite response may be anticipated. Even so, from the standpoint of Federal, State or Local authority such notification is advisory in nature for Alert level condition. This class includes physical occurrences within the plant which may require station staff emergency organization response. The initial assessment leading to this class should indicate that it is unlikely that an offsite hazard will be created. This class is associated with judgment that the emergency situation can be corrected and controlled by the plant staff. Any releases are expected to be limited to small fractions of the EPA Protective Action Guideline exposure levels. For all of these situations, the State will be notified as soon as the event has been declared (within fifteen [15] minutes). Furthermore, the onsite Technical Support Center will be activated and the near-site Emergency Operations Facility may be activated.

Site Area Emergency - The Site Area Emergency action level reflects conditions where there is a clear potential for significant releases, such releases are likely, or they are occurring, but in all cases where a core meltdown situation is not indicated based on current information. Any releases are not expected to exceed EPA Protective Action Guideline exposure levels except near site boundary. For all of these situations, the State will be notified as soon as an event has been declared (within fifteen [15] minutes). Furthermore, the onsite Technical Support Center, and the near-site Emergency Operations Facility will be activated.



General Emergency - The General Emergency action level reflects accident situations involving actual imminent substantial core degradation or melting with the potential for loss of contaminant integrity. Releases can be reasonably expected to exceed EPA Protective Action Guideline exposure levels offsite for more than the immediate site area. For all of these situations, DEMA and/or the Delaware State Police Headquarters Communication Center will be notified as soon as an event has been declared (within fifteen [15] minutes). Furthermore, the onsite Technical Support Center, and the near-site Emergency Operations Facility will be activated. The recommendation for any offsite action involving the public, sheltering out to a fixed distance, or evacuation out to a fixed distance will be communicated to the State at the earliest possible time following the declaration of a General Emergency.

- G. Hope Creek Generating Station - A nuclear power reactor owned in part and operated by SHCGS situated within the State of New Jersey, and located within ten miles of the State of Delaware.
- H. Nuclear Emergency Telephone System (NETS) - An installed telecommunications branch exchange owned and operated by the Licensee for the purpose of emergency communications with the State, county and local governments and the Licensee's emergency response facilities.
- I. Offsite - All areas outside the nuclear generating station's security perimeters.
- J. Onsite - The nuclear generating stations and all property within the security perimeter.
- K. Plume Exposure Emergency Planning Zone (Plume EPZ) - The area located within approximately ten miles of the Salem-Hope Creek Generating Stations.
- L. Protective Action Guides - A sequence of graded projected absorbed doses to individuals in the general population at which various protective actions should be considered following a radiological incident.
- M. Radiological Public Safety Accident - An incident which may include unwanted or unplanned movement of the fission product inventory leading to the discharge of fission products beyond facility boundaries above prescribed normal allowable limits as set forth in the Facility Technical Specifications.

- N. Salem Generating Station - A nuclear power reactor or reactors owned, in part, and operated by SHCGS situated within the State of New Jersey, and located within ten miles of the State of Delaware.
- O. Sector - 22 1/2 degree division of the Emergency Planning Zone.
- P. State - State of Delaware
- Q. Unplanned Releases - Any release of radioactive material which is not a controlled release.
- R. Licensee - SHCGS.

### III. AGREEMENT

The following terms shall be binding upon the State and the Licensee:

- A. The Licensee and the State shall cooperate at all times in developing, reviewing, modifying and exercising protective action plans for radiological public safety accidents.
- B. The State and Licensee shall join in at least one annual coordinated exercise. The Licensee shall be responsible for coordinating such an annual exercise.
- C. The Licensee and the State shall annually review the REP. Each party reserves the right to suggest change at any time.
- D. The Licensee shall at all times provide and maintain dedicated telephones located in the shift managers' office, the onsite Technical Support Centers and the near-site Emergency Operations Facility. The dedicated telephones, an emergency telephone circuit which is part of NETS, shall be for the purpose of maintaining communication with the State in the event of a confirmed or suspected radiological public safety accident. The Licensee shall henceforth provide similar telephones, to be located in the offices of DEMA, New Castle County 911 Center, Kent County 911 Center, the Emergency Alert System ("EAS") Gateway Section and the Delaware State Police Headquarters Communications Center. The dedicated telephones will be the primary means of communications.
- E. Communications verification will be scheduled and initiated by the Licensee. These verifications will occur at least once each calendar month.

- F. The Licensee shall maintain wind direction and wind speed instruments at Salem-Hope Creek Generating Stations to provide meteorological data during a radiological public safety accident.
- G. Throughout the entire duration of a radiological public safety accident, the DEMA Director and/or designees shall have access to the near-site Emergency Operations Facility upon presentation of an authorized Delaware Emergency Worker Card.
- H. The Licensee shall furnish the State with a copy of its Facility Emergency Plan and amendments thereto as they are issued. DEMA shall furnish the Licensee with three (3) copies of its REP and amendments thereto as they are issued. The Licensee shall furnish a copy of Event Classification Guides for Salem and Hope Creek and the Emergency Plan Attachments.
- I. In the event of a radiological public safety accident, the Licensee shall have the right and obligation to recommend protective actions.
- J. It is the Licensee's duty and obligation to notify the State (within fifteen [15] minutes), upon declaration of an event which is classified as an Unusual Event, Alert, Site Area Emergency or General Emergency.
- K. Initial notification shall be made by dedicated telephone to the Delaware State Police Headquarters Communications Center. Delaware State Police will notify DEMA.
- L. Licensee will characterize the plume using various techniques. This may include techniques such as identifying plume centerline, plume edges, vegetation and soil sampling. State of Delaware will monitor and sample plume at leading edge. This does not preclude Delaware teams from traversing the plume. All attempts will be made to maintain As Low As Reasonably Achievable ("ALARA") radiological exposure for emergency workers. It is at the discretion of the DEMA Director whether or not to deploy sampling teams dependent on specific circumstances such as: evacuated area, road conditions, etc.
- M. The Licensee and the State shall cooperate at all times in the exchange of data relating to the analysis of water, milk, finfish/shellfish, vegetation and soil samples obtained from the ingestion pathway.
- N. Message forms for the initial and follow-up contact shall be agreed to by the State and Licensee. These message forms shall be used for all required notifications.

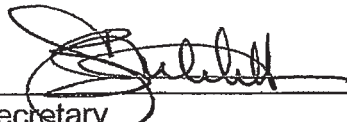
- O. The Licensee shall provide a person to coordinate Licensee information with the State for Alert, Site Area Emergency and General Emergency events. This person shall be available to the State and shall be located at the near-site Emergency Operations Facility or the State Emergency Operations Center (EOC), if requested by the DEMA Director, throughout the radiological public safety accident.
- P. A radiological public safety accident shall be deemed to have terminated when, in the judgment of the State, there is no longer an immediate need for either consideration of further protective actions or surveillance related to protective actions.
- Q. To maintain public confidence and to avoid public apprehension, information shall be released to the public as soon as possible in a coordinated manner. The State and the Licensee shall exert best efforts to affect such coordination. To ensure coordination, the Licensee shall provide for a location at or near Salem-Hope Creek Generating Stations where the State and Licensee media representatives may, if appropriate, jointly issue their information releases. This condition in no way abridges the right of the Licensee or State to release information to the public. The Licensee and the State agree to exert their best efforts to advise each other by telephone of any independent information release to the mass media prior to issuing such a release concerning a radiological public safety accident. In keeping with this delineation of authority and responsibility, each party further agrees to restrict public statements to those areas for which each party is responsible. The Licensee and State agree to hold cooperative annual meetings among personnel responsible for public contact.
- R. The Licensee shall provide a controlled copy of Salem/ Hope Creek Generating Stations Dose Projection Programs for ongoing comparison of Delaware's Dose Projection Model.
- S. The Licensee shall exert best efforts to incorporate into Facility Emergency Plan Implementing Procedures the requirements of this Memorandum of Understanding relating to Emergency Plan Exercises and review as referred to in Paragraphs B, C, and E; provision for establishing an emergency telephone and posting of initial communications message, as referred to in Paragraphs D and N.
- T. The Licensee and State shall cooperate in developing a Station Status Check List which may be used to:
  - 1) Evaluate severity of the accident;
  - 2) Provide information as to the level of protective actions which may be needed.



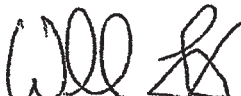
- U. The Licensee and State shall provide Emergency Plan Information for Salem /Hope Creek Generating Stations.
- V. The Licensee shall provide the State with appropriate drill information.
- W. The Licensee is responsible for the disposal of radiological waste related to an accident at Salem-Hope Creek Generating Stations, at a waste disposal facility site approved by the Nuclear Regulatory Commission (NRC) and the State in which the disposal site is located. Licensee is responsible for packaging and assuring the proper packaging of radiological waste material from decontamination operations, as a result of a radiological accident at Salem-Hope Creek Generating Stations, in accordance with the Federal procedures required for Low Specific Activity (LSA) waste as defined in Title 49, Code of Federal Regulations. The Licensee will arrange for transportation and disposal of LSA material.
- X. It is expressly understood that the State, by entering into this Memorandum of Understanding, assumes no responsibility or liability relating to the operation of the Salem-Hope Creek Generating Stations and that the Licensee shall indemnify, defend and hold harmless the State from any claim, liabilities, loss or damage resulting from any action, causes of actions claims which shall be caused by or in any way result from or arise out of any act, omission or negligence of the Licensee or its agents or employees.
- Y. The terms of this Memorandum of Understanding shall apply to the Salem-Hope Creek Generating Stations herein above defined.
- Z. This agreement shall be effective immediately upon signature of parties hereto.

This Memorandum of Understanding supersedes and voids all previous Memorandums of Understanding between the Licensee and the State for the purpose of providing for the implementation of protective actions on behalf of the general public in the event of a radiological public safety accident.

IN WITNESS WHEREOF, the parties hereunto execute this Memorandum of Understanding.

  
\_\_\_\_\_  
Secretary  
Department of Safety and Homeland Security  
State of Delaware

16 Aug 05  
Date

  
\_\_\_\_\_  
Senior Vice President and Chief Nuclear Officer  
PSEG Nuclear, LLC

12 SEP 05  
Date

Salem/Hope Creek Generating Stations and Department of Safety and Homeland Security

Approved as to form only:

Attorney General State of Delaware

By:

*Patricia D. Murphy*

*06/17/05*

Date

MEMORANDUM OF UNDERSTANDING - 2008

The following agreements have been reviewed:

The agreement between the PSEG Nuclear, LLC, **New Jersey State Police**, and the **New Jersey Department of Environmental Protection** dated October 9, 1990;

Clarification to Section II.C this section is revised to reflect the following:

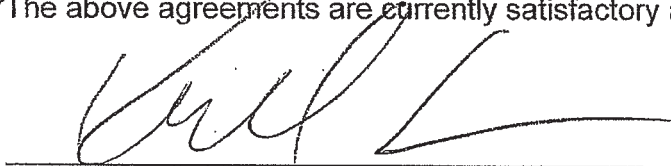
For events classified in accordance with Salem or Hope Creek Emergency Classification Guides related to the health and safety of the public or on-site personnel, or protection of the environment, for which a news release is planned or notification to other government agencies has been or will be made which are not declared as an Emergency Class (as specified in Paragraph A above) notification will be provided within four (4) hours of the declaration of the event or prior to the issuance of a news release.

Reason for clarification: Previous reference to 10 CFR numbers has been changed.

The agreement between **Maryland Emergency Management Agency** and the State of New Jersey Office of Emergency Management dated June 16, 1990;

The agreement between the **Commonwealth of Pennsylvania** and the State of New Jersey dated April 10, 1990.

The above agreements are currently satisfactory and subsequently, remain in force.

  
\_\_\_\_\_  
Signature

4-25-08  
\_\_\_\_\_  
Date

RICHARD SENSİ  
\_\_\_\_\_  
Print Name

LT. Unit Supervisor I/ERP UNIT  
\_\_\_\_\_  
Title



MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
MARYLAND EMERGENCY MANAGEMENT AGENCY  
AND THE  
STATE OF NEW JERSEY OFFICE OF EMERGENCY MANAGEMENT

I. Purpose

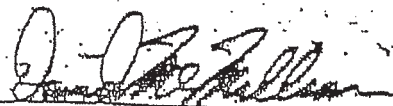
This Memorandum of Understanding (MOU) constitutes a mutually agreed upon understanding between the State of Maryland and the New Jersey Office of Emergency Management providing for coordinated State response to nuclear accidents at the Hope Creek and Salem Generating Stations.

II. Memorandum of Understanding

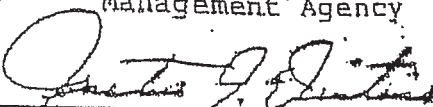
It is understood that:

1. The State of Maryland has established its basic plan for emergency operations in the Maryland Emergency Operations Plan. Annex Q, the Radiological Emergency Plan, details emergency response to accidents at nuclear power facilities affecting the State.
2. The State of New Jersey Office of Emergency Management has established its basic plan for emergency operations in the State of New Jersey Emergency and Disaster Operations Plan. Attachment D, the Radiological Emergency Response Plan, details emergency response to accidents at nuclear power facilities in New Jersey.
3. The New Jersey Office of Emergency Management will provide prompt notification when a Site or General Emergency is declared at Hope Creek or Salem Generating Stations.
4. Continuous coordination, including timely updates on the status of an accident, between both States shall be accomplished in accordance with the respective emergency plans.
5. The New Jersey Office of Emergency Management shall review annually Annex Q and provide written suggested revisions to the Maryland Emergency Management Agency.

6. The Maryland Emergency Management Agency shall review annually the New Jersey Radiological Emergency Response Plan, Attachment D, and provide written suggested revisions to the New Jersey Office of Emergency Management.
7. The New Jersey Office of Emergency Management shall be placed on the distribution list for the State of Maryland Emergency Operations Plan, Annex Q, to include timely issuance of formal revisions.
8. The Maryland Emergency Management Agency shall be placed on the distribution list for the New Jersey Emergency and Disaster Operations Plan, Attachment D, and the Salem and Hope Creek Nuclear Generating Station Emergency Plans to include timely issuance of formal revisions.
9. The Maryland Emergency Management Agency and New Jersey Office of Emergency Management accept and shall adhere to the principles set forth in this Memorandum of Understanding.

  
\_\_\_\_\_  
Director, Maryland Emergency  
Management Agency

Date: May 14, 1990

  
\_\_\_\_\_  
Director, Office of Emergency  
Management, Department of Law  
& Public Safety  
Division of State Police  
State of New Jersey

Date: 6/16/1990

MEMORANDUM OF UNDERSTANDING - 2008

The following agreements have been reviewed:

The agreement between the PSEG Nuclear, LLC, **New Jersey State Police**, and the **New Jersey Department of Environmental Protection** dated October 9, 1990;

Clarification to Section II.C this section is revised to reflect the following:

For events classified in accordance with Salem or Hope Creek Emergency Classification Guides related to the health and safety of the public or on-site personnel, or protection of the environment, for which a news release is planned or notification to other government agencies has been or will be made which are not declared as an Emergency Class (as specified in Paragraph A above) notification will be provided within four (4) hours of the declaration of the event or prior to the issuance of a news release.

Reason for clarification: Previous reference to 10 CFR numbers has been changed.

The agreement between **Maryland Emergency Management Agency** and the State of New Jersey Office of Emergency Management dated June 16, 1990;

The agreement between the **Commonwealth of Pennsylvania** and the State of New Jersey dated April 10, 1990.

The above agreements are currently satisfactory and subsequently, remain in force.



Signature

4-25-08

Date

RICHARD SENSİ

Print Name

LT. Unit Supervisor ILEAP UNIT

Title



PENNSYLVANIA EMERGENCY  
MANAGEMENT AGENCY  
2605 Interstate Drive  
Harrisburg, Pennsylvania 17110-9364



March 24, 2006

Lt. Col. Lori Henn-Bell  
Deputy Superintendent Homeland Security  
New Jersey State Police  
Office of Emergency Management  
P. O. Box 7068, River Road  
West Trenton, NJ 08268-0068

Dear Lt. Col. Henn-Bell:

In order for the Commonwealth of Pennsylvania to remain in compliance with Federal Regulations, the established Mutual Statement of Agreement between the Commonwealth of Pennsylvania and your state was reviewed regarding coordination of off-site response to nuclear incidents for Commonwealth-based nuclear power plants. The Agreement is in consonance with Nuclear Regulatory Commission (NRC) and Federal Emergency Management Agency (FEMA) guidance as outlined in NUREG-0654/FEMA-REP-1, Revision 1 and Pennsylvania Consolidated Statutes, Title 35.

The purpose of this letter is to inform you the Agreement between the Commonwealth of Pennsylvania and your state was reviewed and remains in effect. The Commonwealth further acknowledges the Agreement will continue to remain in full force and effect until such time as either of the parties decides that the Agreement needs to be revised or updated. The Agreement will be reviewed for substantive changes, confirmed each year and updated as necessary. Barring substantive changes, the Agreement will remain in effect. Signatory confirmation is not required.

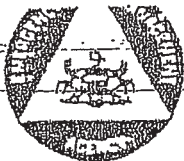
Should there be any substantive changes on your part regarding the Agreement, please contact me at 717-651-2123. No response to this letter is required if there are no changes.

Sincerely,

Eldon E. Beachley  
Chief, Technological Hazards

EEB/arb

cc: Jon Christiansen



PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY  
P.O. BOX 3371  
HARRISBURG, PENNSYLVANIA 17135-3371



March 22, 1990

Colonel Justin J. Dintino  
Superintendent  
New Jersey State Police  
Post Office Box 7068  
West Trenton, New Jersey 08625

Dear Colonel Dintino:

1. This letter constitutes a mutual Statement of Agreement between the Commonwealth of Pennsylvania and the State of New Jersey, regarding state-to-state coordination of response to nuclear incidents at the Philadelphia Electric Company's Peach Bottom Atomic Power Station and Limerick Generating Station; the Public Service Electric and Gas Company's Artificial Island Nuclear Generating Station; and GPU Nuclear Corporation's Oyster Creek Nuclear Generating Station.
2. The Commonwealth of Pennsylvania has established its basic plan for emergency operations in the "Commonwealth of Pennsylvania Emergency Operations Plan." Annex E, "Radiological Emergency Response to Nuclear Power Plant Incidents," to the Emergency Operations Plan details emergency response to incidents at nuclear power plants located within or affecting the Commonwealth.
3. The State of New Jersey has established its plan for response to nuclear power plant incidents in the "State of New Jersey Radiological Emergency Response Plan for Nuclear Power Plants."
4. The Pennsylvania Emergency Management Agency shall initiate and conduct appropriate and timely response to incident occurring at the Peach Bottom Atomic Power Station or Limerick Generating Station as detailed in Annex E, "Radiological Emergency Response to Nuclear Power Plant Incidents," to include notification of and coordination with the New Jersey Division of State Police, Emergency Management Section.
5. Since portions of New Jersey are within the 50-mile ingestion exposure pathway emergency planning zones of the Peach Bottom Atomic Power Station and the Limerick Generating Station, the Pennsylvania Emergency Management Agency shall notify the New Jersey Division of State Police, Emergency Management Section, upon occurrence of an Alert, Site Area Emergency or General Emergency at the aforementioned plants.
6. The New Jersey Division of State Police, Emergency Management Section, shall initiate and conduct appropriate and timely response to incidents occurring at the Artificial Island Nuclear Generating Station or the Oyster Creek Nuclear Generating Station, as detailed in the New Jersey

PSEG Nuclear LLC

Rev. 3



Colonel Justin J. Martino

Page 2

Radiological Emergency Response Plan, to include notification and coordination with the Pennsylvania Emergency Management Agency.

7. Since portions of Pennsylvania are within the 50-mile ingestion exposure pathway emergency planning zones of the Artificial Island Nuclear Generating Station and the Oyster Creek Nuclear Generating Station, the New Jersey Division of State Police, Emergency Management Section, shall notify the Pennsylvania Emergency Management Agency in Harrisburg by telephone (717/783-8150) upon occurrence of an Unusual Event, Alert, Site Area Emergency or General Emergency at the aforementioned plants.

8. Technical information relative to response to a nuclear incident at one of the aforementioned plants will be provided respectively by and to the Bureau of Radiation Protection, Pennsylvania Department of Environmental Resources and the New Jersey Bureau of Nuclear Engineering in accordance with the existing Agreement between these two Agencies.

9. The New Jersey Division of State Police, Emergency Management Section, shall participate with the Pennsylvania Emergency Management Agency in the coordination of radiological emergency response planning and operations for agricultural, dairy and food product control within the 50-mile ingestion exposure pathway emergency planning zones of the aforementioned nuclear power plants.

10. The New Jersey Division of State Police, Emergency Management Section, shall participate, through coordination with the Pennsylvania Emergency Management Agency, in nuclear power plant training tests and exercises for each of the aforementioned nuclear facilities.

11. The New Jersey Division of State Police, Emergency Management Section, is on the distribution list for the "Commonwealth of Pennsylvania Emergency Operations Plan" including Annex E, "Radiological Emergency Response to Nuclear Power Plant Incidents," and shall receive changes to this plan as they are issued.

12. The Pennsylvania Emergency Management Agency is on the distribution list for the "State of New Jersey Radiological Emergency Response Plan for Nuclear Power Plants," and shall receive changes to this plan as they are issued.

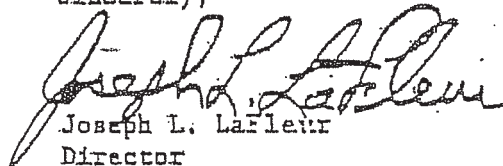
13. The New Jersey Division of State Police, Emergency Management Section, shall provide review annually Annex E to the Commonwealth's Emergency Operations Plan and provide written recommended revisions to the Pennsylvania Emergency Management Agency, as deemed appropriate and necessary.

Colonel Justin J. Dintino  
Page 3


14. The Pennsylvania Emergency Management Agency shall review annually the "State of New Jersey Radiological Emergency Response Plan for Nuclear Power Plants," and provide written recommended revisions to the New Jersey Division of State Police, Emergency Management Section, as deemed appropriate and necessary.

15. The Pennsylvania Emergency Management Agency and the New Jersey Division of State Police, Emergency Management Section, accept and shall adhere to the principles set forth in this Statement of Agreement.

Sincerely,

  
Joseph L. LaFleur  
Director  
Pennsylvania Emergency  
Management Agency

AGREED:

  
Colonel Justin J. Dintino  
Superintendent  
New Jersey State Police

DATE: 4-10-90

## MEMORANDUM OF UNDERSTANDING - 2008

The agreement dated January 14, 2003, between PSEG Nuclear, LLC, and the **Cumberland County Office of Emergency Management**, regarding response to an accident at either Salem or Hope Creek Generating Stations has been reviewed. The agreement is currently satisfactory and subsequently, remains in force.

Joseph Carl Sever  
Signature

4/16/08  
Date

Joseph Carl Sever  
Print Name

COORDINATOR  
Title



2002  
**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CUMBERLAND COUNTY OFFICE OF EMERGENCY MANAGEMENT  
AND  
PSEG NUCLEAR, LLC  
FOR  
RADIOLOGICAL EMERGENCY PREPAREDNESS**

**I. PURPOSE**

This Memorandum of Understanding (MOU) constitutes a mutually agreed upon understanding between the Cumberland County Office of Emergency Management (hereinafter referred to as Cumberland County) and PSEG Nuclear, LLC (hereinafter referred to as PSEG Nuclear) setting forth the agreements, commitments, obligations, and conditions to provide notification in the event of an accident at the Hope Creek or Salem Generating Stations threatening public life or property.

**II. MEMORANDUM OF UNDERSTANDING**

It is understood that:

To provide for prompt notification of the public, Cumberland County understands that the Operations Superintendent (OS), or the Emergency Duty Officer (EDO), or the Emergency Response Manager (ERM) at Salem or Hope Creek Generating Stations will contact the New Jersey Office of Emergency Management (NJOEM) for all emergency classifications. This is in compliance with the requirements of the Nuclear Regulatory Commission in NUREG 0654/Federal Emergency Management Agency REP-1 (Draft January, 1980). The NJOEM will contact Cumberland County for all emergency classifications. If PSEG Nuclear is unable to make contact with NJOEM, Cumberland County will be directly contacted regarding emergency classification.

The Cumberland County 9-1-1 Communications Center Senior Dispatcher on duty shall be responsible for the immediate notification of the Cumberland County Emergency Management Coordinator, who has the authority and responsibility to initiate prompt notification of the public in Cumberland County. The Cumberland County Deputy Coordinator shall act as the alternate to the Coordinator and shall have the authority and responsibility to initiate prompt notification of the public in the event the Cumberland County Emergency Management Coordinator is not available.

Memorandum of Understanding  
Cumberland County & PSEG

PLAN  
ATT. 3-4.1  
Page 3 of 4

The following telephone numbers are provided for the County 9-1-1  
Communication Center:

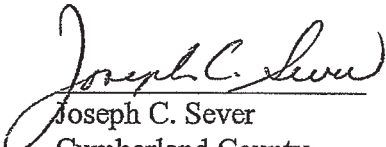
(856) 455-8770; or  
(856) 455-8526

Cumberland County shall participate in the implementation of the Emergency  
Plan for Salem and Hope Creek Generating Stations and shall agree to:


1. Operate the Cumberland County Emergency Operations Center;
2. Coordinate the overall emergency response of county and local departments  
and organizations;
3. Designate Cumberland County Emergency Management Coordinator to serve  
as the point-of-contact for Cumberland County with State and Federal  
Agencies;
4. Implement prompt notification of the public based on information supplied by  
the State, or PSEG Nuclear if the State cannot be contacted;
5. Coordinate emergency response training for County Personnel;
6. Verify the notification of a all emergency classifications from NJOEM or  
PSEG Nuclear if NJOEM cannot be contacted;
7. Initiate the notification of county and local officials;
8. Notify assisting agencies and departments to evacuate the public from affected  
areas.
9. Provide notification to the Cumberland County Emergency Ambulance units  
to assist and cooperate with the PSEG Nuclear Emergency Medical Response  
Units.
10. Cooperate with PSEG Nuclear, State, and Federal Agencies to provide for the  
safety and well being of its citizens.
11. This MOU supersedes and voids any and all previous Memoranda of  
Understanding between the Cumberland County Office of Emergency  
Management and PSEG Nuclear for the purpose of providing protection to the  
public in the event of an accident threatening public life or property.
12. Either party to this MOU may terminate upon sixty (60) days advance written  
notice to the other party.

13. This MOU shall be effective immediately upon the signing of all the parties hereunto.

IN WITNESS WHEREOF, the parties hereunto execute this Memorandum of Understanding this 14<sup>th</sup> day of January 2002 W -

  
Joseph C. Sever  
Cumberland County  
Coordinator  
Office of Emergency  
Management

January 14, 2003  
DATE

  
Harold W. Keiser  
President and Chief Nuclear Officer  
PSEG Nuclear, LLC

1-14-03  
DATE

## MEMORANDUM OF UNDERSTANDING - 2008

The agreement dated September 12, 2005, between PSEG Nuclear, LLC, and the **Salem County Department of Emergency Services**, regarding response to an accident at either Salem or Hope Creek Generating Stations has been reviewed. The agreement is currently satisfactory and subsequently, remains in force.

Patrick m. Spring  
Signature

3-31-08  
Date

Patrick m. Spring  
Print Name

Executive Director of Emergency Services  
Title

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SALEM COUNTY DEPARTMENT OF EMERGENCY SERVICES  
AND  
PSEG NUCLEAR, LLC  
FOR  
RADIOLOGICAL EMERGENCY PREPAREDNESS**

**I. PURPOSE**

This Memorandum of Understanding (MOU) constitutes a mutually agreed upon understanding between the Salem County Department of Emergency Services (hereinafter referred to as Salem County) and PSEG Nuclear, LLC (hereinafter referred to as "PSEG Nuclear") setting forth the agreements, commitments, obligations, and conditions to provide notification and assistance in the event of an accident at the Hope Creek or Salem Generating Stations threatening public life or property.

**II. MEMORANDUM OF UNDERSTANDING**

To provide for prompt notification of the public, Salem County understands that the Shift Manager (SM), or the Emergency Duty Officer (EDO), or the Emergency Response Manager (ERM) at Salem or Hope Creek Generating Stations will contact the New Jersey Office of Emergency Management (NJOEM) for all emergency classifications. This is in compliance with the requirements of the Nuclear Regulatory Commission in NUREG 0654/Federal Emergency Management Agency REP-1 (January, 1980). The NJOEM will contact Salem County for all emergency classifications. If PSEG Nuclear is unable to make contact with NJOEM, Salem County will be directly contacted regarding emergency classification.

The Salem County 9-1-1 Dispatchers shall be notified and shall be responsible for the immediate notification of the Salem County Emergency Management Coordinator who has the responsibility to initiate prompt notification of the public in Salem County. The Salem County Emergency Management Deputy Coordinator shall act as the alternate to the Salem County Emergency Management Coordinator and shall have the authority and responsibility to initiate prompt notification of the public in the event the Salem County Emergency Management Coordinator is not available.

Two telephone numbers are provided to contact the County Fire & Disaster Dispatchers:

Primary: A dedicated telephone line is also provided between the Control Centers and PSEG Nuclear.

Secondary: (856) 769-2959 (unlisted number) or (856) 769-1955.

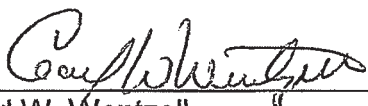
Salem County shall participate in the implementation of the Emergency Plan for Salem and Hope Creek Generating Stations and shall agree to:

1. Operate the Salem County Emergency Operations Center;
2. Coordinate the overall emergency response of all Salem County and local departments and organizations;
3. Designate a Radiological Assessment Officer to serve as the point-of-contact for Salem County with State and Federal Agencies;
4. Implement prompt notification of the public based on information supplied by the State, or PSEG Nuclear if the State cannot be contacted;
5. Coordinate emergency response training of Salem County personnel, which will be provided by PSEG Nuclear and the State/County;
6. Verify the notification of all emergency classifications from NJOEM, or PSEG Nuclear if NJOEM cannot be contacted;
7. Initiate the notification of county and local officials;
8. Notify assisting agencies and departments to evacuate the public from affected areas;
9. Provide notification to the Salem County Emergency Ambulance units to assist and cooperate with the PSEG Nuclear Emergency Medical Response units;
10. Authorize PSEG Nuclear and any of its agents access to the Emergency News Center (ENC) and use of any and all materials, equipment, and facilities therein for the purposes of training, drills, exercises, and/or emergency situations. In the event of an emergency, PSEG Nuclear will have priority access and full use of the ENC;
11. Cooperate with PSEG Nuclear, State, and Federal Agencies to provide for the safety and well being of its citizens;

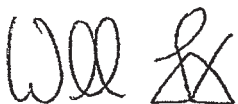


12. Notify, as soon as reasonably possible, PSEG Nuclear of any release, discharge, or emission, whether intentional or accidental, of any hazardous or toxic materials, substances, aerosols, spills, liquids, or gases that reasonably have the potential of threatening the health and safety of personnel or property at Artificial Island;
13. This MOU supersedes and voids any and all previous Memoranda of Understanding between the Salem County Department of Emergency Services and PSEG Nuclear for the purpose of providing protection to the public in the event of an accident threatening public life or property;
14. Either party to this MOU may terminate upon sixty (60) day advance written notice to the other party;
15. This MOU shall be effective immediately upon the signing of all the parties hereunto.

**IN WITNESS WHEREOF**, the parties hereunto execute this Memorandum of Understanding:

  
\_\_\_\_\_  
Carl W. Wentzell  
Salem County Deputy Coordinator  
Department of Emergency Services

28 July 05  
Date

  
\_\_\_\_\_  
William Levis  
Senior Vice President & Chief Nuclear Officer  
PSEG Nuclear, LLC

12 SEP 05  
Date

MEMORANDUM OF UNDERSTANDING - 2008

The agreement dated March 26, 2003, between PSEG Nuclear, LLC, and the **Kent County Department of Public Safety, Kent County Emergency Operations Center**, regarding response to an accident at either Salem or Hope Creek Generating Stations has been reviewed. The agreement is currently satisfactory and subsequently, remains in force.



Signature

4/18/08

Date

Colin T. Faulkner

Print Name

Director of Public Safety

Title

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
KENT COUNTY DEPARTMENT OF PUBLIC SAFETY, KENT COUNTY  
EMERGENCY OPERATIONS CENTER AND  
PSEG NUCLEAR, LLC  
FOR  
RADIOLOGICAL EMERGENCY PREPAREDNESS**

**I. PURPOSE**

This Memorandum of Understanding (MOU) constitutes a mutually agreed upon understanding between the Kent County Emergency Operations Center, Department of Public Safety, (hereinafter referred to as Kent County) and PSEG Nuclear, LLC (hereinafter referred to as PSEG Nuclear) setting forth the agreements, commitments, obligations, and conditions to provide notification in the event of an accident at the Hope Creek or Salem Generating Stations threatening public life or property.

**II. MEMORANDUM OF UNDERSTANDING**

To provide for prompt notification of the public, Kent County understands that the Operations Superintendent, or the Emergency Duty Officer, or the Emergency Response Manager at Salem or Hope Creek Generating Stations will contact DEMA directly should a general emergency be declared at Salem or Hope Creek Generating Stations. Delaware Emergency Management Agency (DEMA) or Delaware State Police (DSP) Communications will provide prompt notification to Kent County. Kent County will be contacted directly by PSEG Nuclear if DEMA or DSP Communications cannot be contacted. This is in compliance with the requirements of the Nuclear Regulatory Commission in the NUREG 0654/Federal Emergency Management Agency REP-1, REV 1 (November, 1980).

The Kent County Emergency Dispatch Center shall be notified by DEMA or DSP Communications and shall be responsible to initiate prompt notification of the public in Kent County. The Assistant Director of the Kent County Division of Emergency Management shall have the authority and responsibility to initiate prompt notification of the public. In the event the Assistant Director is not available, the Kent County Director of Public Safety will serve as the alternate and have the authority and responsibility for public notification.

Memorandum of Understanding  
Kent County & PSEG

PLAN  
ATT. 3-5.1  
Page 3 of 4

Communication lines have been established between the Kent County Dispatch Center and the generating stations, include hot lines and commercial telephone lines.

Kent County shall participate in Delaware's implementation of the Emergency Plan for Salem and Hope Creek Generating Stations and shall agree to:

1. Operate the Kent County Emergency Operations Center;
2. Coordinate the overall emergency response of all Kent County and local departments and organizations;
3. Designate a Kent County Emergency Operations Center Director to serve as the point-of-contact for Kent County with State and Federal Agencies;
4. Implement prompt notification of the public based on information supplied by PSEG Nuclear or when so directed by the State Emergency Operations Center;
5. Coordinate emergency response training of Kent County Personnel, which will be provided by the State Emergency Operations Center (EOC).
6. Verify the notification of any emergency notification from PSEG Nuclear (Unusual Event, Alert, Site Area Emergency or General Emergency). Kent County will only be notified directly from PSEG Nuclear, if Delaware State Police Communications or DEMA could not be notified.
7. Initiate the notification of county and local officials;
8. Notify assisting agencies and departments of Protective Actions required for the public in affected areas;
9. Provide notification to the Kent County Emergency Medical Services units to assist and cooperate with the PSEG Nuclear Emergency Medical Response Units.
10. Cooperate with PSEG Nuclear, State, and Federal Agencies to provide for the safety and well-being of its citizens.
11. This MOU supersedes and voids any and all previous Memoranda of Understanding between the Kent County Department of Public Safety, Kent County Emergency Operations Center and PSEG Nuclear for the purpose of providing protection to the public in the event of an accident threatening public life or property.

Memorandum of Understanding  
Kent County & PSEG

PLAN  
ATT. 3-5.1  
Page 4 of 4

12. Either party to this MOU may terminate upon sixty-(60) days advance written notice to the other party.

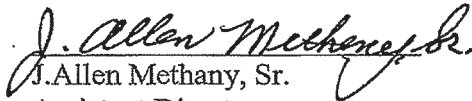
13. This MOU shall be effective immediately upon the signing of all the parties hereunto.

IN WITNESS WHEREOF, the parties hereunto execute this Memorandum of Understanding this 26 day of March, 2002. <sup>3</sup>



Colin Faulkner  
Director -  
Kent County Department of Public Safety

March 13, 2003  
DATE



J. Allen Methany, Sr.  
Assistant Director -  
Kent County Division of Emergency Management

March 11, 2003  
DATE



Harold W. Keiser  
President and Chief Nuclear Officer  
PSEG Nuclear, LLC

3/26/03  
DATE

MEMORANDUM OF UNDERSTANDING - 2008

PLAN  
ATT. 3-5.2  
Page 1 of 6

The agreement dated September 12, 2005, among PSEG Nuclear, LLC, **New Castle County, Delaware**, and the **Delaware Emergency Management Agency**, regarding response to an accident at either Salem or Hope Creek Generating Stations has been reviewed. The agreement is currently satisfactory and subsequently, remains in force.

  
Signature

  
Date

  
Print Name

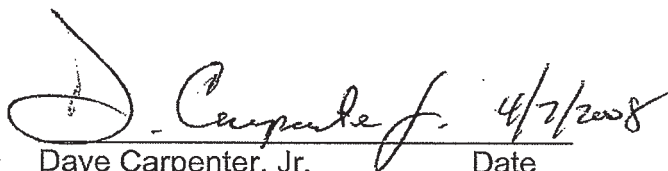
  
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LETTER OF AGREEMENT  
  
BETWEEN  
  
NEW CASTLE COUNTY  
  
DELAWARE EMERGENCY MANAGEMENT  
  
AND  
  
PSEG NUCLEAR

Our agency has reviewed the Memorandum of Understanding contained in the Agreements Section of the State of Delaware Radiological Emergency Plan.

We concur that the MOU is still effective and that our agency shall adhere to the principles set forth in the MOU.



Dave Carpenter, Jr. Date  
Coordinator  
New Castle County Office of Emergency Management



Jeffrey Bullock Date  
Chief Administrative Officer / Interim  
Public Safety Director  
New Castle County Department  
of Public Safety



James E. Turner, III Date  
Director  
DE Emergency Management  
Agency

**AGREEMENT AMONG NEW CASTLE COUNTY, DELAWARE,  
DELAWARE EMERGENCY MANAGEMENT AGENCY AND PSEG NUCLEAR, LLC  
FOR  
RADIOLOGICAL EMERGENCY PREPAREDNESS**

**THIS AGREEMENT** is made among **PSEG Nuclear, LLC, NEW CASTLE COUNTY**, a political subdivision of the State of Delaware (hereinafter referred to as the "County"), and **Delaware Emergency Management Agency**.

WHEREAS, the State of Delaware in conjunction with New Castle County has adopted an emergency plan and procedure in case of an emergency at the Salem or Hope Creek Nuclear Generating Stations; and

WHEREAS, in order to provide prompt notification of New Castle County in the event of an Alert, Site Area or General Emergency as defined in NUREG 0654/Federal Emergency Management Agency REP-1, Rev. 1, an agreement to provide such notification has been reached.

NOW, THEREFORE, the parties hereto agree as follows:

**Section 1.** In the case of an Alert, Site Area or General Emergency at the Salem or Hope Creek Nuclear Generating Stations, New Castle County understands that the Senior Shift Supervisor, the Emergency Duty Officer or the Emergency Response Manager at Salem or Hope Creek Generating Stations will contact the Delaware Emergency Management Agency (DEMA) and/or the Delaware State Police (DSP) Headquarters Communications directly. DEMA will inform New Castle County Office of Emergency Management and the New Castle County Department of Public Safety of an Alert, Site Area, or General Emergency, if activated. Otherwise, DEMA will notify the New Castle County Fireboard. PSEG Nuclear, LLC will only contact New Castle County if DEMA or DSP Headquarters Communications cannot be reached. PSEG Nuclear, LLC will contact the New Castle County Fireboard via the communications link

commonly known as the "Hotline" as provided and maintained by PSEG Nuclear, LLC at its sole expense, with commercial phones as alternates, within the time frame established in Section 4A below. This is in compliance with the requirements of the Nuclear Regulatory Commission in the NUREG 0654/Federal Emergency Management Agency REP-1, Rev 1 (November 1980).

**Section 2.** The New Castle County Director of Public Safety has the authority and responsibility to support and assist the DEMA implementation in the prompt notification of the public in New Castle County in the event of an Alert, Site Area or General Emergency. The New Castle County Coordinator of Emergency Planning will act as the alternate to the Director of Public Safety in the event the Director of Public Safety is not available.

**Section 3.** The County agrees to participate in the State of Delaware's implementation of the emergency plan for Salem and Hope Creek Nuclear Generating Stations and agrees to:

- a) Operate the New Castle County Emergency Operations Center;
- b) Coordinate the overall emergency response of County Departments and organizations;
- c) Designate New Castle County's Director of Public Safety, or alternate, to serve as the New Castle County point of contact with State and Federal agencies;
- d) Support the State of Delaware's implementation of prompt notification of the public of New Castle County;
- e) Verify the notification of an Alert, Site Area or General Emergency from DEMA; initiate the notification of County emergency response personnel; and assist the State of Delaware in the notification of the public of affected areas; and
- f) Coordinate emergency response training of New Castle County personnel.

**Section 4.** DEMA agrees to:

- a) Notify the New Castle County Office of Emergency Management and the New Castle County Director of Public Safety or the New Castle County Fireboard in a timely manner of an Alert, Site Area or General Emergency at the Salem or Hope Creek Nuclear Generating Stations in accordance with the terms of Section 1 hereof;

- b) Provide the County at the time of notification of an Alert, Site Area, or General Emergency with a protective action recommendation in response to the Emergency.

**Section 5. PSEG Nuclear, LLC agrees to:**

- a) For emergency classification, namely, notification of an Alert, Site Area or General Emergency, PSEG Nuclear, LLC agrees to notify the County within 15 minutes if the DSP Headquarters Communications or DEMA cannot be promptly contacted.

This action does not relieve PSEG Nuclear, LLC of its responsibility to notify the DSP Headquarters Communications and/or DEMA in the event of a declaration of emergency at Salem or Hope Creek Nuclear Generating Stations.

- b) Reimburse the County for all reasonable costs that are proximately caused by an emergency at the Salem or Hope Creek Generating Station. Such liability shall be in accordance with the Price-Anderson Act, as amended 42 U.S.C. 2210 et seq. In this regard, PSEG Nuclear, LLC hereby agrees to waive any immunity from public liability conferred by Federal or State Law.

**Section 6. The County, Delaware Emergency Management Agency, and PSEG Nuclear,**

~~LLC agree to cooperate with each other and all State and Federal agencies to provide for the~~  
safety and well-being of the citizens of New Castle County with regard to any emergencies arising at the Salem or Hope Creek Nuclear Generating Stations.

**Section 7.** This agreement shall be adhered to by all parties until one party requests to make relevant and appropriate changes. At such a time, parties hereto shall attempt to renegotiate this Agreement in accordance with all-applicable Federal, State or County laws or regulations. In the event, during the terms of this Agreement, that any applicable Federal, State or County laws or regulations change, this Agreement shall be deemed to be amended in accordance with such applicable Federal, State or County laws or regulations.

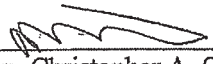
**Section 8.** This Agreement cannot be varied, altered, amended, or changed, or any part hereof, without a document signed by all parties hereto. This agreement represents the entire Agreement between the parties and no other Agreement shall be binding unless in writing and signed by all parties hereto.

Section 9. This Agreement shall be governed by the laws of the State of Delaware.

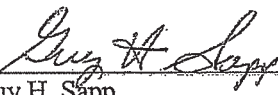
IN WITNESS WHEREOF, the parties do hereby set their hands and seals the date and year indicated below.

Section 10. This Memorandum of Understanding supercedes and voids all previous Memorandums of Understanding among New Castle County, Delaware, Delaware Emergency Management Agency, and PSEG Nuclear, LLC for the purpose of providing protection to the public in the event of a nuclear accident threatening public life or property.


ACTING  
FOR

  
\_\_\_\_\_  
Hon. Christopher A. Coons  
County Executive  
New Castle County

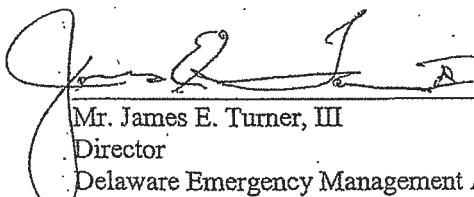
7/20/05  
Date

  
\_\_\_\_\_  
Guy H. Sapp  
Director  
New Castle County Department of Public Safety

7/15/05  
Date

  
\_\_\_\_\_  
Mr. William Levis  
Chief Nuclear Officer  
PSEG Nuclear, LLC

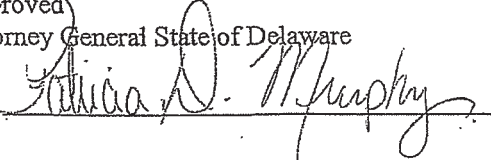
9/12/05  
Date

  
\_\_\_\_\_  
Mr. James E. Turner, III  
Director  
Delaware Emergency Management Agency

8/8/05  
Date

Approved  
Attorney General State of Delaware

By

  
\_\_\_\_\_  
Patricia D. Murphy

8/2/05  
Date

MEMORANDUM OF UNDERSTANDING - 2008

The agreement dated March 12, 2007, between PSEG Nuclear, LLC and the **Township of Lower Alloways Creek**, regarding response to an accident at either Salem or Hope Creek Generating Stations has been reviewed. The agreement is currently satisfactory and subsequently, remains in force.

Ellen B. Pompper  
Signature

4-15-08  
Date

Ellen B Pompper  
Print Name

Mayor  
Title

RONALD L. CAMPBELL SR.  
ID # 2359349  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 5/2/2012

Ronald Campbell Sr.  
4/15/08





**MEMORANDUM OF UNDERSTANDING BETWEEN  
PSEG NUCLEAR, LLC AND  
THE TOWNSHIP OF LOWER ALLOWAYS CREEK  
REGARDING NOTIFICATION OF  
CERTAIN EVENTS AND CONDITIONS AND RESPONSIBILITIES  
OF BOTH PARTIES IN THE EVENT  
OF A LABOR CONTINGENCY**

**I. PURPOSE**

It is recognized that for both the safety and reassurance of the public of the Township of Lower Alloways Creek (LAC), a mechanism must be established for communication between PSEG Nuclear, LLC (PSEG Nuclear) and responsible officials of LAC regarding conditions or events at, or related to, PSEG Nuclear. It is also recognized that in the event of labor contingencies or incidents, i.e., disputes involving a potential threat or threat to the public peace and good order, a plan must be in effect. The purpose of this Memorandum of Understanding (MOU) is to set forth those conditions, plans, or events under which PSEG Nuclear will notify LAC, and the mechanics by which such notification will be carried out. The responsibilities of LAC are also determined in this MOU.

**II. AGREEMENT**

PSEG Nuclear and LAC have agreed upon the following terms:

1. PSEG Nuclear will notify LAC by telephone with regard to each and every condition or event listed in Enclosure 1 and in regard to any drill in the time frame indicated. Notification will be by means of a dedicated telephone line to the Township Municipal Building or the LAC Police Department telephone line for Type 1 Events of Enclosure 1.
2. LAC will maintain equipment and/or personnel in the Municipal Building at all times to record and transmit to responsible LAC officials the message described in Paragraph (1).
3. LAC will not make public announcements or initiate contacts with the media on the sole basis of the messages described in Paragraph (1) except to prevent panic, injury to person or damage to property.
4. PSEG Nuclear will keep available, on a 24-hour basis, an employee or a designated substitute (Enclosure 3) who will be able to notify and/or respond to inquiries from the LAC officials listed in Enclosure 2 regarding conditions or events at, or related to, the inquiry. He or she will seek out the necessary information and respond to the inquiring official as soon as possible. PSEG Nuclear will provide the names and telephone numbers to the aforesaid LAC officials listed in Enclosure 2 or to their successors in office whose names shall be transmitted to PSEG Nuclear from time-to-time.

5. This Section 5 of the MOU sets forth guidelines for both parties in the event of a labor contingency or incident involving a potential threat or threat to the public peace and good order. This section shall become effective when it becomes necessary for either party to take any action contained herein regarding a potential labor contingency or incident as aforesaid. This section of the MOU shall remain in effect until such time as both parties agree that conditions are such that it need not be in force.

**A. NOTIFICATION**

PSEG Nuclear agrees to notify LAC of any potential labor contingency or incident that affects the normal operations at its nuclear facility as soon as PSEG Nuclear becomes aware of the problem. LAC agrees to notify PSEG Nuclear of any potential labor contingency or incident that will affect the normal operations at the nuclear facility as soon as LAC becomes aware of the problem.

**B. INJUNCTION HEARINGS**

PSEG Nuclear agrees to notify LAC of injunction meetings or hearings as soon as they are scheduled as a result of a labor contingency or incident at the nuclear facility. LAC agrees that it will endeavor to have those officials who are responsible for the policing of the labor contingency or incident present at all injunction meetings or hearings. Such police presence shall be requested and paid for by PSEG Nuclear pursuant to the terms of this agreement. In the event that it is necessary, LAC agrees to furnish testimony at any injunction hearing as to conditions at the strike line and the conduct of the pickets. Both parties agree that close coordination during the meetings or hearings be maintained to minimize the problems of enforcing the terms of any injunction throughout the duration of the dispute.

**C. LIAISON**

Whenever this section of the MOU becomes effective the communication between PSEG Nuclear and LAC will be accomplished by the Security Manager or Site Vice President for PSEG Nuclear and the Chief of Police of LAC or their designees. Additional lines of communication may be arranged upon the concurrence of the Senior Vice President and Chief Nuclear Officer of PSEG Nuclear and the Mayor of LAC.

**D. MEETINGS**

PSEG Nuclear and LAC agree to schedule meetings to address problems during the term of the contingency or incident. The frequency of the meetings may increase or decrease as conditions warrant.

**E. REQUEST FOR POLICE OR MUTUAL AID ASSISTANCE**

Whenever it is deemed necessary by PSEG Nuclear to enlist additional LAC police personnel and/or enlist mutual aid assistance from other municipal police departments or forces to protect the public peace and good order during a labor contingency, incident, or any other reason within PSEG Nuclear's discretion, such requests must be made by PSEG Nuclear to the LAC Chief of Police. PSEG Nuclear shall specifically specify the number of officers and/or equipment it is requesting, as well as the time frame for which it is requesting such coverage. Any request shall be for a minimum of four (4) hours of time for LAC police personnel. For threats classified under the Department of Homeland Security as Orange or higher, PSEG Nuclear shall reimburse LAC Township for coverage at the security checkpoint for 48 hours. Coverage beyond 48 hours will be mutually agreed upon based on the nature of the threat. Upon any extension of the initial request for police personnel or mutual aid assistance made by PSEG Nuclear, such assistance shall not be sent by LAC until additional funds are deposited in trust to cover said expenses.

It is understood that this section does not, in any way, affect the ability of the LAC Police Department to exercise its sole judgment to exercise police powers it deems to be in the best interests of the municipality, regardless of whether any police assistance was requested. Should the police assistance arise from activities resulting from or relating to "general nuclear operations", which include but is not limited to nuclear energy protests, pickets, or other matters which may be deemed exclusive to the business of producing nuclear energy, then PSEG Nuclear shall be required to reimburse LAC pursuant to and in the amounts outlined in this agreement. Should the police assistance arise from something other than "general nuclear operations", which would include but not be limited to general criminal offenses, PSEG Nuclear will have no obligation to reimburse the Township.

**F. PAYMENT OF EXPENSES**

Upon such request, or anytime prior thereto, PSEG Nuclear shall provide sufficient monies to cover all reasonable costs and expenses necessary for the requested coverage. Such costs will be at 1 ½ times the wages paid to the officers providing the coverage. By executing this agreement PSEG Nuclear and LAC acknowledge that the prices listed are reasonable.

**G. DISAGREEMENT OVER POLICE COVERAGE  
RESPONSIBILITIES**

In the event of a disagreement between the parties to this MOU over the necessity for LAC personnel assistance and/or mutual aid, the question shall be referred for resolution to the Salem County Prosecutor, whose decision shall be determinative and final.

**H. REPORT REQUIREMENTS**

When PSEG Nuclear requests assistance, LAC agrees to furnish a monthly report, which shall set forth the names of all mutual aid personnel and LAC police personnel utilized, and the hours worked during that period.

**III. GENERAL PROVISIONS**

1. Either party to this MOU may terminate this MOU upon sixty (60) days advance written notice to the other party.
2. This MOU is intended to supersede and be in substitution of any prior Memorandum of Understanding between the parties.

## ENCLOSURE 1

### CONDITIONS OR EVENTS REQUIRING NOTIFICATION OF LOWER ALLOWAYS CREEK TOWNSHIP

<u>TYPE</u>	<u>CONDITION OR EVENT</u>	<u>TIME FRAME</u>	<u>REFERENCE DOCUMENT</u>
1	Emergency events classified as defined in Salem & Hope Creek Emergency Classification Guides (ECG)	Immediately following the notification of the State of New Jersey and Delaware for events classified as an Unusual Event, Alert, Site Area Emergency and/or a General Emergency.	ECG Sections 1-9 <sup>(1)</sup>
2	Transportation of high or low level radioactive material or other dangerous material from Artificial Island over any streets of Township by PSEG Nuclear or its consignee.	Prior to shipment.	Procedure for rad/non-rad shipments.
3	Scheduled or unscheduled shutdown for testing, maintenance or refueling.	As soon as nature of shutdown is known.	Condition of previous LAC MOU.
4	Unscheduled trip/scram	As soon as sufficient details are available. <sup>(2)</sup>	ECG Reportable Action Levels (RAL) 11.3.2.
5	Unusual movements of equipment or large numbers of personnel, which may significantly affect local or area traffic patterns.	As soon as sufficient details are available. <sup>(2)</sup>	ECG RAL 11.8.2.b
6	On-site drills requiring LAC notification.	Prior to drill.	Emergency Plan Drill Checklist
7	Any condition or event not included in Items 1 through 5 judged of significant public interest to warrant press inquiry. <sup>(3)</sup>	As soon as sufficient details are available. <sup>(2)</sup>	ECG RAL 11.4.2.b, 11.4.2.c, 11.5.2.a&b, 11.8.2.a, 11.9.2.b, 11.10.2

#### NOTES:

1. This notification is provided to facilitate possible site evacuation.
2. The term "Sufficient Details" means enough information to provide the general understanding of the condition or event to the public, but the time frame is not to exceed 12 hours. However, in any case, notification will be made prior to or simultaneous with the release of any information to the news media.
3. Any condition or event which requires PSEG Nuclear Communications staff to contact the press, shall also require that staff to contact LAC Township prior to or simultaneous with communication to the press. If a press release is written about the incident, it shall be telecopied to, or simultaneous with, the time it is sent to the news media.



**ENCLOSURE 2**

**OFFICIALS OF THE TOWNSHIP OF LOWER ALLOWAYS CREEK**

**NAME**

**TOWNSHIP COMMITTEE**

MAYOR ELLEN B. POMPPER

DEPUTY MAYOR DONNA RHUBART

WALLACE BRADWAY

GEORGE STILES

SHERMAN WOOD

CHIEF OF POLICE & EMERGENCY MANAGEMENT COORDINATOR (EMC)  
LEE PETERSON

TOWNSHIP CLERK RONALD L CAMPBELL SR.



**ENCLOSURE 3**

**PSEG EMPLOYEES AUTHORIZED TO RESPOND TO INQUIRIES  
FROM LAC TOWNSHIP OFFICIALS**

**PUBLIC INFORMATION EVENTS**

1. Joe Delmar, Manager - Nuclear Communications
2. David Burgin, Manager - Emergency Preparedness
3. Skip Sindoni, Director - Power Communications
4. Karen Miller

**SECURITY EVENTS**


1. Security Manager  
or  
Security Technical Analyst
2. Bob Braun, Site Vice President - Salem  
George Barnes, Site Vice President - Hope Creek

**IV. WITNESS**

In witness whereof the parties have hereunto executed this Memorandum of Understanding.

DATED: 2/20/07 TOWNSHIP OF LOWER ALLOWAYS CREEK

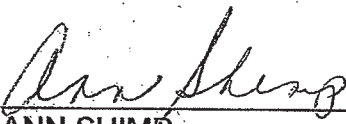
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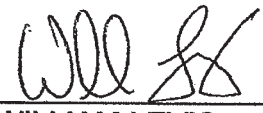
  
Township Clerk  
DEPUTY

BY:   
ELLEN POMPPER  
Mayor

DATED: 3/12/07 PSEG NUCLEAR, LLC

ATTEST:

  
ANN SHIMP  
Executive Assistant

BY:   
WILLIAM LEVIS  
President & CNO, PSEG Nuclear LLC

Ann L. Shimp  
Notary Public of New Jersey  
My Commission Expires October 17, 2007

2006  
**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
PUBLIC SERVICE ENTERPRISE GROUP NUCLEAR, LLC  
AND  
THE MEMORIAL HOSPITAL OF SALEM COUNTY**

PLAN  
Att. 3-7.1  
Page 1 of 2

**I. PURPOSE**

This Memorandum of Understanding (MOU) constitutes a mutually agreed upon understanding between the Memorial Hospital of Salem County, (hereinafter referred to as MHSC) and PSEG Nuclear, LLC (hereinafter referred to as PSEG Nuclear) setting forth the agreements, commitments, obligations, and conditions to provide medical services in the event of an accident at the Hope Creek or Salem Generating Stations threatening public life or property.

**II. MEMORANDUM OF UNDERSTANDING**

It is understood that:

PSEG Nuclear is authorized to operate nuclear facilities on Artificial Island, Lower Alloways Creek Township, New Jersey (hereinafter referred to as Artificial Island) under licenses granted by the U.S. Nuclear Regulatory Commission (NRC);

PSEG Nuclear is required to maintain radiological emergency preparedness in accordance with their operating licenses and federal regulations of the NRC and the Federal Emergency Management Agency (hereinafter referred to as FEMA) applicable to emergency preparedness;

The NRC requires that the state of onsite and offsite emergency preparedness provide reasonable assurance that adequate protective measures can and will be taken in the event of a radiological emergency;

MHSC has agreed to provide emergency medical services in support of PSEG Nuclear operations at Artificial Island; and

MHSC has requested reimbursement for the activities associated with its development and maintenance of a Radiological Medical Emergency Preparedness Plan, (hereinafter referred to as the EPP), which will satisfy the NRC and FEMA rules, regulations, and requirements for emergency medical services as they pertain to Artificial Island;

THEREFORE, the parties hereto in consideration of the covenants set forth herein agree as follows:

1. PSEG Nuclear agrees, in accordance with the provisions of this Memorandum of Understanding, to reimburse activities associated with the development and maintenance of the EPP for the MHSC in support of Artificial Island;

2. In consideration of this funding, MHSC shall be responsible for maintaining in full effect at any and all times the provisions of the EPP and implementing documents for PSEG Nuclear facilities at Artificial Island;
3. The maximum amount of this reimbursement shall not exceed Seventy-Five Thousand Dollars (\$75,000) for any one calendar year.
4. MHSC shall provide written notification of these charges and invoice for the program costs by July 1<sup>st</sup> of each calendar year;
5. PSEG Nuclear will provide payment of these charges by September 1<sup>st</sup> of each calendar year;
6. Reimbursement provided under this MOU shall be for the exclusive purpose of maintaining the EPP at MHSC for Artificial Island;
7. PSEG Nuclear reserves the right to audit and/or require an accounting for any and all goods and services for which PSEG Nuclear has provided reimbursement;
8. This MOU shall be effective until December 31, 2010;
9. This MOU supersedes and voids any and all previous Memoranda of Understanding between the Memorial Hospital of Salem County and PSEG Nuclear for the purpose of providing medical services in the event of an accident threatening public life or property;
10. Either party to this MOU may terminate upon sixty (60) days advance written notice to the other party.
11. This MOU shall be effective immediately upon the signing of all the parties hereunto.

IN WITNESS WHEREOF, the parties hereunto execute this Memorandum of Understanding this 12<sup>th</sup> day of April, 2006:

By: [Signature]  
Bill Levis  
Vice President and Chief Nuclear Officer  
PSEG Nuclear, LLC

By: [Signature]  
Angela Marchi  
CEO  
The Memorial Hospital of Salem  
County

DATE: 5/5/06

DATE: 4/12/06

## MEMORANDUM OF UNDERSTANDING - 2008

The agreement dated September 8, 2004, between PSEG Nuclear, LLC, and **GE Nuclear Energy**, regarding response to an accident at Hope Creek Generating Station has been reviewed. The agreement is currently satisfactory and subsequently, remains in force.



12/22/08

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Stephen P. Kopera

\_\_\_\_\_  
Print Name

Sales Manager - PSEG

\_\_\_\_\_  
Title



**GE Nuclear Energy**

General Electric Company  
640 Freedom Business Center  
King of Prussia, PA 19406

July 28, 2004  
G-KT1-4-014

David Burgin  
Emergency Preparedness Manager  
Hope Creek Generating Station  
PSEG Nuclear LLC  
P.O. Box 236  
Hancocks Bridge, NJ 08038

**Subject: Hope Creek Generating Station BWR Nuclear Emergency Support Program**

Dear Mr. Burgin,

GE Nuclear Energy (GE) is pleased to continue to offer PSEG Nuclear, LLC (PSEG Nuclear) our BWR Emergency Support Program as detailed in Service Information Letter SIL No. 324, Revision 6. This letter, when signed below and returned to GE, will satisfy the notification requirements as set forth in paragraph 1 under Recommendations (Page 2 of SIL 324, Rev. 6).

In addition, this letter, when signed below, will serve as PSEG Nuclear's consent to record all telephone communications between the site and GE, should the Emergency Response Program be activated. PSEG Nuclear's consent is required to comply with California law that requires consent of all parties to a recorded communication. The primary purpose of recording conversations is to ensure that all inputs provided to GE by PSEG Nuclear can be properly reviewed by GE personnel for accuracy and verification as may be required.

PSEG Nuclear agrees that in the event it requests assistance under GE's Emergency Support Program, that the furnishing of such services will be governed by the Terms and Conditions of the "Agreement Respecting the Transfer of Hope Creek Generating Station", effective August 21, 2000 which makes applicable to PSEG Nuclear, LLC the terms and conditions of the "Contract between Public Service Electric and Gas Company and General Electric Company Concerning the Sale of Equipment and Services", effective September 15, 1989", as amended, and that the services will be provided at GE's then current standard rates and charges.

While GE stands ready to serve your emergency needs, we hope this service is never required.

Sincerely,

Patrick Looney  
Nuclear Account Manager  
(610) 992-6108

Accepted by:

David Burgin, PSEG Nuclear, LLC

Title:

Emergency Preparedness Manager

Date:

9-8-04





*Institute of  
Nuclear Power  
Operations*

*Suite 100  
700 Galleria Parkway, SE  
Atlanta, GA 30339-5943  
770-644-8000  
FAX 770-644-8549*

PLAN  
ATT. 3-8.2  
Page 1 of 1

September 30, 2008

Dear Ladies and Gentlemen:

This letter certifies that the plant emergency assistance agreement between INPO and its member utilities remains in effect. In the event of an emergency at your utility, INPO will assist you in acquiring the help of other organizations in the industry, as described in Section 1 of the Emergency Resources Manual, INPO 03-001. If requested, INPO will provide the following assistance:

- Facilitate technical information flow from the affected utility to the nuclear industry.
- Locate replacement equipment and personnel with technical expertise.
- Obtain technical information and industry experience regarding plant component and systems.
- Provide an INPO liaison to facilitate interface.

This agreement will remain in effect until terminated in writing. Should you have questions, please call Mark Lenike at (770) 644-8761 or e-mail [lemkems@inpo.org](mailto:lemkems@inpo.org).


Sincerely,

George Felgate  
Vice President  
Operations Division

GF:jkm

MEMORANDUM OF UNDERSTANDING - 2008

The agreement dated January 10, 2003, between PSEG Nuclear, LLC, and Westinghouse Electric Company, LLC, regarding response to an accident at Salem Generating Stations has been reviewed. The agreement is currently satisfactory and subsequently, remains in force.



Signature

1-23-2009

Date

DOUGLAS H. WARREN

Print Name

MANAGER CUSTOMER PROTECTS

Title

2003  
**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
WESTINGHOUSE ELECTRIC COMPANY, LLC  
AND  
PSEG NUCLEAR, LLC  
FOR  
RADIOLOGICAL EMERGENCY PREPAREDNESS**

**I. PURPOSE**

This Memorandum of Understanding (MOU) constitutes a mutually agreed upon understanding between Westinghouse Electric Company, LLC (hereinafter referred to as Westinghouse) and PSEG Nuclear, LLC (hereinafter referred to as PSEG Nuclear) setting forth the agreements, commitments, obligations, and conditions to provide assistance in the event of an accident at the Salem Generating Stations threatening public health and safety.

**II. MEMORANDUM OF UNDERSTANDING**

It is understood that:

1. If an event at a nuclear power plant occurs that might require full-scale Westinghouse Emergency Response, the plant operator should immediately contact an initial Westinghouse Contact (as identified in the Emergency Response Plan (ERP) Roster in the order specified). This notification will initiate the actions described in Section 2 of the Westinghouse Emergency Response Plan (ERP), and as shown in Figure A-1.
2. Upon full activation, communication links and advisories will be established as shown on Figure A-2. The primary link will be between the site and the initial Westinghouse contact as described in Section 2.2.1 until the plan is fully activated.
3. When the plan is fully activated, the prime link is between the ERP Director and the Utility Recovery Manager. Support links will also be established with the Onsite Technical Support Center and the Site Emergency News Center.
4. Advisory communications will be made, as appropriate with the U.S. NRC, (RRG), Institute for Nuclear Power Operations Regulatory Response, NSA, other

Westinghouse plants, Architects/Engineers, etc.

5. This MOU supersedes and voids any and all previous Memoranda of Understanding between Westinghouse and PSEG Nuclear for the purpose of providing protection to the public in the event of an accident threatening public life or property.
6. Either party to this MOU may terminate upon sixty (60) days advance written notice to the other party.
7. This MOU shall be effective immediately upon the signing of all the parties hereunto.

IN WITNESS WHEREOF, the parties hereunto execute this Memorandum of Understanding this 6th day of January 2003:



6 January 2003

M. P. Osborne  
Customer Projects Manager  
Westinghouse Electric Company, LLC

DATE



Harold W. Keiser  
President and Chief Nuclear Officer  
PSEG Nuclear, LLC

1-10-03  
DATE

**WESTINGHOUSE PROPRIETARY CLASS 2**

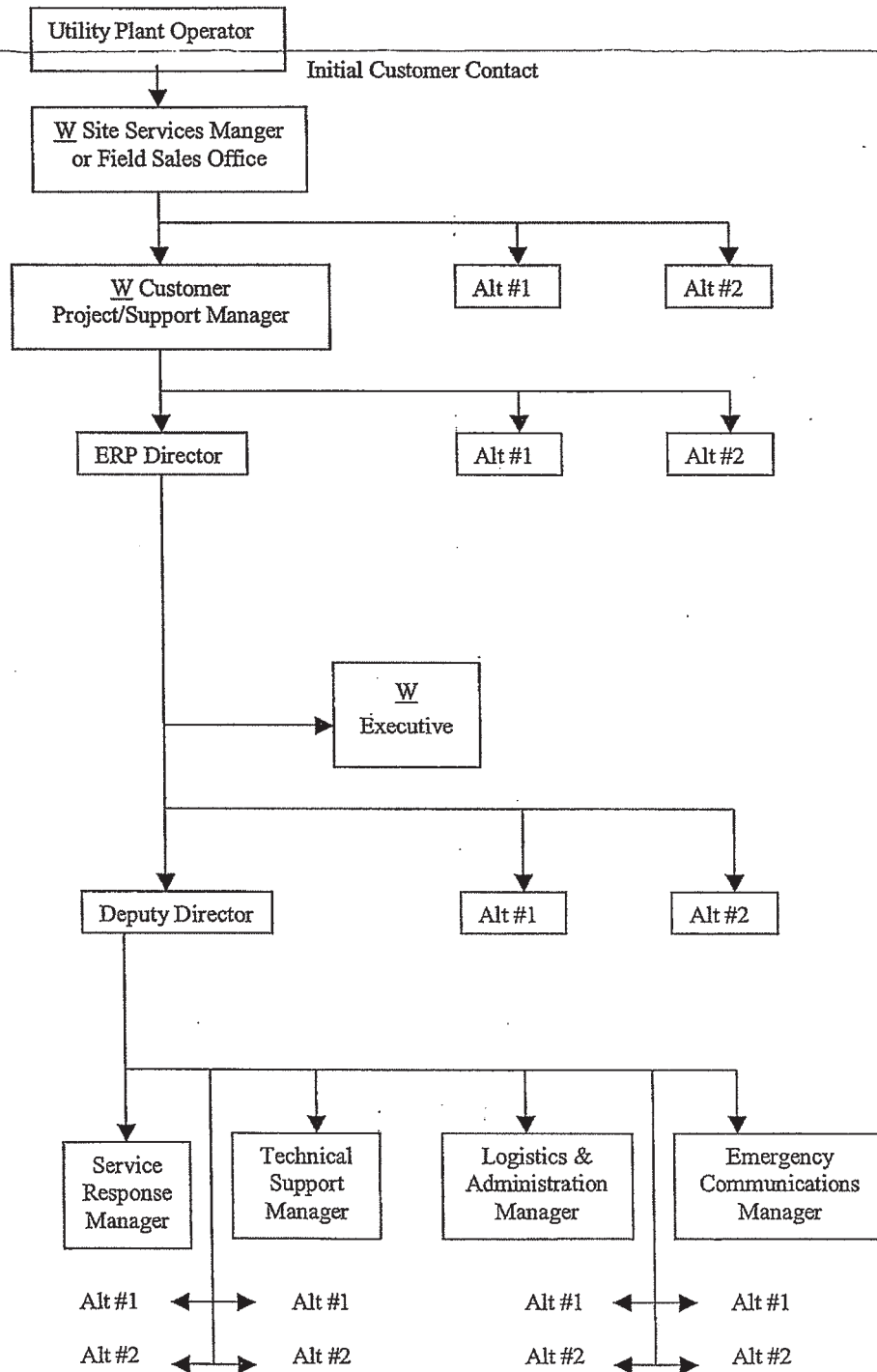


Figure A-1. ERP Communications Plan – Activation

WESTINGHOUSE PROPRIETARY CLASS 2

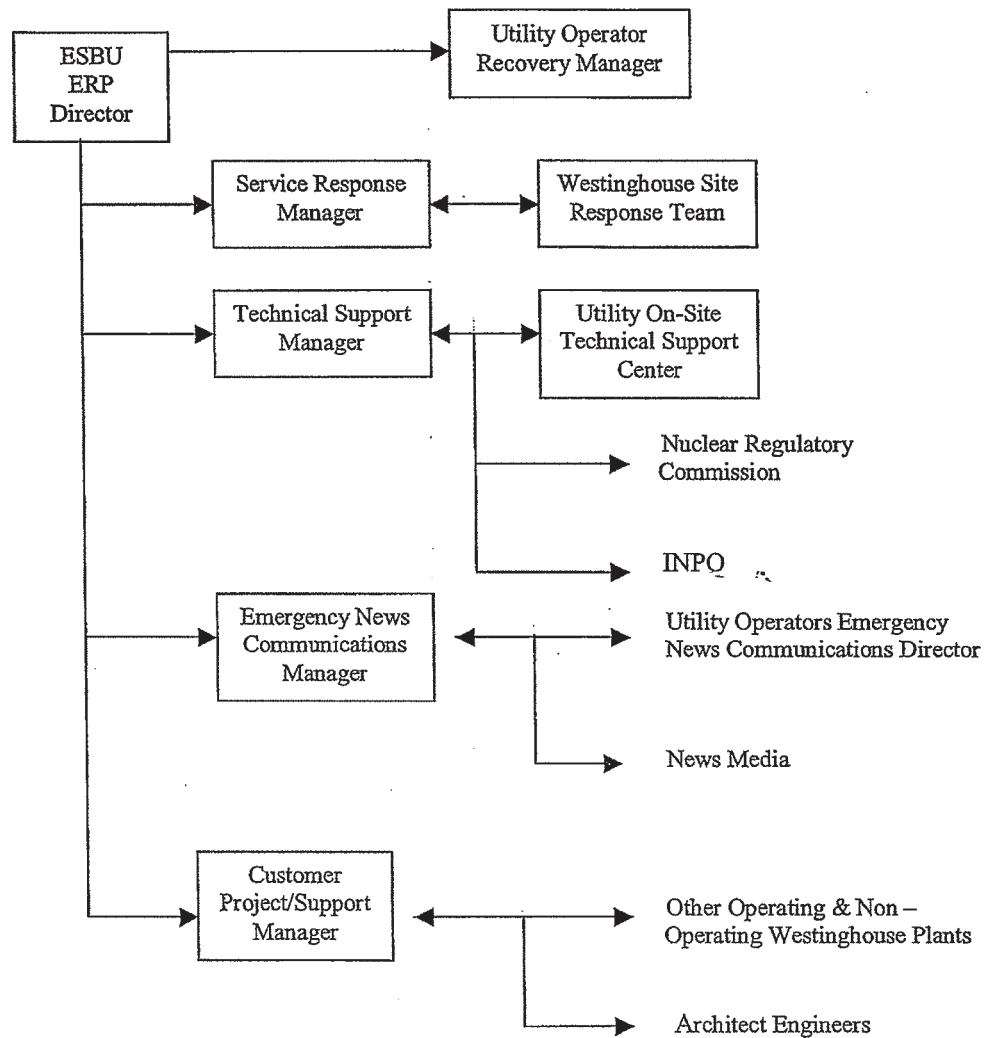



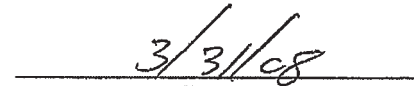
Figure A-2. ERP Communications Plan - Advisory



## MEMORANDUM OF UNDERSTANDING - 2008

The agreement dated January 28, 2003, between PSEG Nuclear, LLC, and **Haz/Med Consultants**, regarding response to an accident at either Salem or Hope Creek Generating Stations has been reviewed. The agreement is currently satisfactory and subsequently, remains in force.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Title

2002  
**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
HAZ/MED CONSULTANTS  
AND  
PSEG NUCLEAR, LLC  
FOR  
RADIOLOGICAL EMERGENCY PREPAREDNESS**

**I. PURPOSE**

This Memorandum of Understanding (MOU) constitutes a mutually agreed upon understanding between Haz/Med Consultants (HMC) and PSEG Nuclear, LLC (hereinafter referred to as PSEG Nuclear) setting forth the agreements, commitments, obligations, and conditions to provide medical assistance in the event of an accident at the Hope Creek or Salem Generating Stations threatening public life or property.

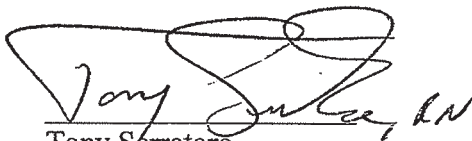
**II. MEMORANDUM OF UNDERSTANDING**

It is understood that Haz/Med Consultants shall: Provide training in accordance with "industry standards" to personnel at the Memorial Hospital of Salem County and Christiana Care Health Services to enable those personnel to effectively and efficiently treat radioactively contaminated individuals.


2. Provide training in accordance with "industry standards" to off-site emergency services personnel who would respond to and transport contaminated injured personnel.
3. Provide training in accordance with "industry standards" to PSEG Nuclear radiation protection and site protection personnel who would initially respond to and transport contaminated injured personnel.
4. Develop, implement, and assess drills to evaluate the radiation programs at Memorial Hospital of Salem County and Wilmington Medical Center. This includes both verbal and written critiques of the exercise participants.
5. Develop and maintain procedures for the support of hospitals that implement the radiation program.
6. Conduct an annual inventory of the support hospital's radiation emergency equipment and supplies.

7. Provide, as needed, on a 24-hour per day on-call basis qualified consultants to assist the support hospitals in treating patients who have been contaminated with or overexposed to radioactive materials. This may be by telephone or on-site, depending on the magnitude of the incident.
8. Provide, as needed, bioassay capabilities to analyze samples taken as part of treatment of a contaminated or overexposed patient.
9. Provide dose assessment assistance in the evaluation of the patient and management of the treatment.
10. Provide, as requested, for drill or actual emergencies, a health physics spokesperson at the PSEG Nuclear Emergency News Center.
11. This MOU supersedes and voids any and all previous Memoranda of Understanding between Haz/Med Consultants and PSEG Nuclear for the purpose of providing medical assistance in the event of an accident threatening public life or property.
12. Either party to this MOU may terminate upon sixty (60) days advance written notice to the other party. The fee schedule for services will be in accordance with the attached addendum.
13. This MOU shall be effective immediately upon the signing of all the parties hereunto.

IN WITNESS WHEREOF, the parties hereunto execute this Memorandum of Understanding this 15 day of JANUARY 2003

  
Tony Serratore  
President  
Haz/Med Consultants

1/15/03  
DATE

  
Harold W. Keiser  
President and Chief Nuclear Officer  
PSEG Nuclear, LLC

1/28/03  
DATE

## **ADDENDUM**

### SCOPE OF SERVICES:

Haz/Med Consultants agrees to perform all services and provide all materials as set forth in the aforementioned bid and contract.

### PRICING POLICY:

In order to provide PSEG Nuclear the opportunity to keep the total price of the contract as reasonable as possible, it is the policy of Haz/Med Consultants (HMC) that PSEG Nuclear should only pay for the training and drill support, and services that are actually provided by HMC. This would allow PSEG Nuclear the latitude not to have to pay for services that are scheduled, but have to be canceled due to outside concerns, such as training sessions, drills, etc.

### EXPENSES:

Expenses will be billed at cost, and will include airfare, car rental, lodging, meals, mileage, tolls, parking, materials purchase, shipping and handling. It is the policy of HMC to procure the lowest travel fares possible to keep expenses as low as reasonably achievable. If, in the event, PSEG Nuclear is able to obtain a lower cost than what HMC has provided, then HMC shall reimburse PSEG Nuclear for the difference.

### FEE SCHEDULE:

All consulting, training, drill support, audits, administrative support, such as procedure revision, etc. will be billed at the rate of \$750.00 per day, per person (consultant).

NOTE: Emergency consultants, physician response, dose assessment, calibration, and bioassay analysis will be billed at the daily rate on an "as needed" basis. This avoids paying unreasonable fees for services that may be used infrequently.

### FINANCIAL QUOTE:

The final figure for the contract will be determined by the actual number of days required by PSEG Nuclear.

For further information, contact:

Tony Serratore: Office (609) 440-7188  
E-Mail [HazMed@Verizon.net](mailto:HazMed@Verizon.net)

Address: 8296 Portofino Dr. #302  
Champions Gate, FL 33896

MEMORANDUM OF UNDERSTANDING - 2008

The agreement dated December 10, 2003, between PSEG Nuclear, LLC, and the **Wilmington Fire Department**, regarding response to an accident at either Salem or Hope Creek Generating Stations has been reviewed. The agreement is currently satisfactory and subsequently, remains in force.

Willie J. Patrick Jr  
Signature

3/31/2008  
Date

Willie J. Patrick Jr  
Print Name

Chief of Fire / EFO  
Title

**2003**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**WILMINGTON FIRE DEPARTMENT**  
**AND**  
**PSEG NUCLEAR LLC**  
**FOR**  
**RADIOLOGICAL EMERGENCY PREPAREDNESS**

**I. PURPOSE**

This Memorandum of Understanding (MOU) constitutes a mutually agreed upon understanding between the Wilmington Fire Department of Wilmington, Delaware, and PSEG Nuclear LLC (hereinafter referred to as PSEG Nuclear) setting forth the agreements, commitments, obligations, and conditions to provide assistance in the event of an accident at the Hope Creek or Salem Generating Stations threatening public life or property.

**II. MEMORANDUM OF UNDERSTANDING**

It is understood that:


1. The Wilmington Fire Department's Marine Unit will respond to the above-mentioned facilities when requested through the Delaware Emergency Management Agency. This procedure is outlined in the State of Delaware Emergency Operations Plan.
2. The Wilmington Fire Department will participate in Training Exercises at the mutual agreement of the parties.
3. PSEG Nuclear indemnifies the Wilmington Fire Department for any and all liability related to activities performed under this MOU, whether based upon contract, tort (including negligence), warranty, strict liability, or otherwise, for any losses, damages, costs or expenses of any kind whatsoever arising out of, resulting from, or related to the performance or breach of this MOU, however, PSEG Nuclear shall not, under any circumstances, be liable for any special, indirect, incidental, punitive, or consequential losses, damages, costs, or expenses whatsoever. Any action against the PSEG Nuclear arising out of, resulting from, or related to the performance or breach of this MOU shall be filed not later than one year after the cause of action has accrued.
4. This MOU supersedes and voids any and all previous Memoranda of Understanding between the Wilmington Fire Department and PSEG Nuclear for the purpose of providing assistance to the public in the event of an accident threatening public life or property.



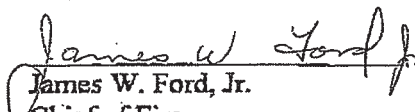
Wilmington Fire Department & PSEG

5. Either party to this MOU may terminate upon sixty (60) days advance written notice to the other party.
6. This MOU shall be effective immediately upon the signing of all the parties hereunto.

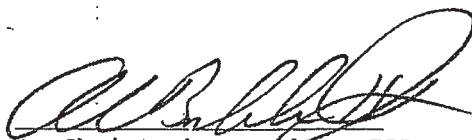
IN WITNESS WHEREOF, the parties hereunto execute this Memorandum of Understanding this \_\_\_\_\_ day of \_\_\_\_\_ 2003:

  
David S. Burgin  
Emergency Preparedness Manager  
PSEG Nuclear, LLC

12/9/03  
Date

  
James W. Ford, Jr.  
Chief of Fire  
Wilmington Fire Department  
Wilmington, DE

11/21/03  
Date

  
A. Christopher Barken, III  
Senior Vice President Site Operations

12-10-03  
Date

**PSEG Site  
ESP Application  
Part 5, Emergency Plan**

3.8-6 AREVA and PSEG Nuclear, LLC

**NOTE**

This attachment contains Memoranda of Understanding from offsite support organizations that support Salem and Hope Creek Generation Stations. As PSEG moves forward with the new plant development, the Memoranda of Understanding will be revised, as necessary, to include information to support the new plant.

**PSEG Site  
ESP Application  
Part 5, Emergency Plan**

3-8.7 Mitsubishi and PSEG Nuclear, LLC

**NOTE**

This attachment contains Memoranda of Understanding from offsite support organizations that support Salem and Hope Creek Generation Stations. As PSEG moves forward with the new plant development, the Memoranda of Understanding will be revised, as necessary, to include information to support the new plant.