



# Federal Emergency Management Agency

Washington, D.C. 20472

Honorable Nunzio J. Palladino  
Chairman  
The Nuclear Regulatory Commission  
Washington, D.C. 20555

Dear Mr. Palladino:

Enclosed is the Federal Emergency Management Agency's (FEMA's) most recent evaluation of offsite planning at the Indian Point Nuclear Power Station, as requested in your letter to Director Giuffrida of May 27, 1983. I am most encouraged, based on reports of extensive and binding discussions with New York State, the licensee and local government officials, that substantial progress has been made in meeting FEMA's earlier concerns regarding emergency planning at the Indian Point plants.

Over the last year, FEMA has formally reported to the NRC on offsite matters at Indian Point on three occasions and, in addition, the agency has provided numerous informal status reports. The overall trend of these reports has been one of marked improvement in quality of planning and response capability. The State and the local governments involved are to be commended for their serious concern.

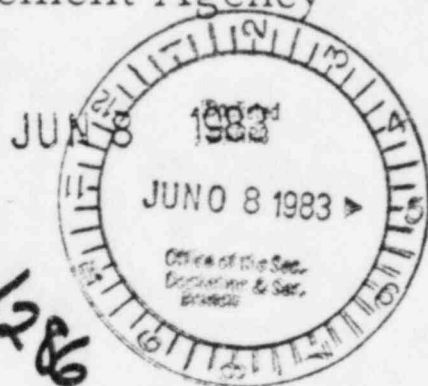
Our evaluation indicates that work on the two emergency planning deficiencies of most concern which prevented certification of reasonable assurance at Indian Point in FEMA's report of April 14, 1983, is progressing favorably. Current planning calls for proposals to be tested in an early, full-scale exercise of the State of New York's compensatory measures for Rockland County, and a drill for the bus arrangements in Westchester County. I concur in the views of Mr. Petrone, FEMA's Region II Director, that the plans as reviewed by the Regional Assistance Committee offer a sound approach to resolution of remaining difficulties. Subject to further evaluation from upcoming tests and exercises, it now appears that continuation of this commitment and momentum should bring about responsive corrections to the deficiencies noted in our earlier report. We will, of course, keep the Commission fully informed of continuing developments under our responsibility to assist with its licensing responsibilities.

It is my belief that this report provides an adequate factual basis for the Commission to utilize in its licensing decision as it relates to offsite emergency planning at Indian Point on June 9, 1983.

Sincerely,

Jeffrey S. Bragg  
Executive Deputy Director

8306100086 830608  
PDR ADOCK 05000247  
G PDR



DOCKET NUMBER  
PROD. & UTIL. FAC. 50-247/28

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# Federal Emergency Management Agency

Region II

26 Federal Plaza

New York, New York 10278

June 8, 1983

Mr. Dave McLoughlin  
Deputy Associate Director  
State and Local Programs and Support  
Federal Emergency Management Agency  
500 C Street, S.W.  
Washington, D. C. 20472

Dear Mr. McLoughlin:

The purpose of this letter is to apprise you of the current status of offsite emergency planning at the Indian Point Nuclear Power Station.

The state of offsite emergency planning at Indian Point has been under close study and review by the FEMA Region II office for over a year. During this time, we have seen significant progress as affected jurisdictions, including State and local governments, have developed and refined their plans and have improved response capability.

This progress allowed us to reach a point where only two deficiencies existed at the time of FEMA's April 14, 1983, report. These two deficiencies were: the possible non response by bus operators in Westchester County and the failure of Rockland County to participate in the process. These deficiencies were the basis for FEMA's negative determination on the adequacy of offsite planning and preparedness at Indian Point under the provisions of NUREG-0654, FEMA-REP-1, (Rev.-1).

Since the issuance of the Post Exercise Assessment Report, dated April 14, 1983, the State of New York has undertaken the emergency planning necessary for Rockland County and has dedicated a sizeable resource base, consisting of assets and personnel drawn from State agencies and the private sector, including the licensees, to develop a response capability.

Examples of commitments by the State and the licensees are as follows:

- o commitment and training of staff to perform various emergency response functions.
- o agreements with bus owners to provide equipment to the licensees to carry out evacuation.



- o development of an interim public information program for Rockland County.

The enclosed letters and agreements provide more details.

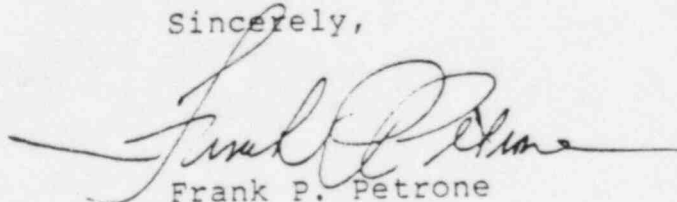
The Regional Assistance Committee (RAC) for Region II chaired by FEMA and assisted by the Nuclear Regulatory Commission, (NRC), Environmental Protection Agency, the Departments of Transportation, Health and Human Services (Food and Drug Administration), and Energy; reviewed these plans and developed a comprehensive plan review which is attached. FEMA and this Committee have found the concept proposed in this State compensating plan to be sound.

Many RAC recommendations regarding plan improvement have been implemented; others are in process and the State is committed to have them in place within 30 days. FEMA has a commitment from the State and the licensees to participate in a full scale exercise of the State Compensatory Plan for Rockland County in approximately 60 days. FEMA will evaluate this exercise to assure that this plan is capable of being implemented.

The Westchester deficiency cited in FEMA's April 14, 1983, report has also been addressed by the State. Contracts have been signed with the licensees. Under the terms of these contracts, three bus companies will make equipment available to the licensees in the event there is a need to undertake an evacuation in Westchester County. The licensees are funding the development of a new comprehensive transportation plan for Westchester County. The State and licensees are training and providing emergency safety equipment to bus drivers, both regular drivers and utility personnel.

In conclusion, the actions of the State and licensees represent an adequate, positive and important commitment through which emergency preparedness could be achieved for Indian Point. FEMA is gratified by both the progress and spirit of cooperation of all parties. We look forward to providing the NRC with the results of the forthcoming exercise.

Sincerely,



Frank P. Petrone  
Regional Director  
Region II

Enclosures



### List of Attachments

- Attachment 1 - Regional Assistance Committee's plan review of the Interim State Compensating Measures for Rockland County (Comments Dated June 7, 1983)
- Attachment 2 - Letter of commitment from the State to finalize the Rockland County Interim Compensating Plan dated June 7, 1983
- Attachment 3 - Letter of commitment by the licensees to provide emergency response personnel dated June 7, 1983
- Attachment 4 - Letters of intent between the bus owners and the licensees to provide transportation equipment dated June 1 and 2, 1983
- Attachment 5 - Agreement between the County of Westchester and Transportation Safety Planning Group, Inc. to develop a comprehensive evacuation plan for Westchester County dated May 20, 1983



Comments Dated  
June 7, 1983

Attachment 1

Regional Assistance Committee's Plan  
Review of the Interim  
State Compensating Measures for Rockland County

Legend:

A = Adequate  
N = Not Adequate



Radiological Emergency Response - Interim Plan for Implementing  
Compensating Measures for Rockland County

Dated May 27, 1983

<u>Section/Element</u>	<u>Analysis</u>	<u>Disposition</u>
A.	<u>Assignment of Responsibility</u>	
A.1.a.	Adequate	A
A.1.b.	Adequate	A
A.1.c.	The estimates of emergency response personnel included in the diagram on page V-29 should be made consistent with the resources and responsibilities detailed in the plan. Specifically, the diagram shows that only 175 bus drivers would be required in evacuation. The plan, however, indicates that approximately 24% of population will depend on buses when schools are in session (22,000). Previous Rockland County plan shows even higher figure - 33,260 people.	N
A.1.d.	It is stated in Section II.A. that the Chairman of the Disaster Preparedness Commission has the lead responsibility for command and control. It also states that the Chairman will assign a representative to act on his behalf at the County EOC.	A
A.1.e.	In Section III. D. it is stated that the sheriff's communication center is manned 24 hours per day.	A
A.2.a.	Adequate	A
A.2.b.	Section I.A. identifies Article 2-B of the State Executive Law as the legal basis for authorizing the Disaster Preparedness Commission, following the declaration of a state disaster emergency, to create a temporary organization and with the approval of the Governor, direct the temporary organization to assume direction of the local disaster operations. Also, the New York State Defense Emergency Act is identified as the legal basis for authorizing the State Civil Defense Commission to utilize civil defense forces to perform emergency tasks.	A



Radiological Emergency Response - Interim Plan for Implementing  
Compensating Measures for Rockland County

Dated May 27, 1983

<u>Section/Element</u>	<u>Analysis</u>	<u>Disposition</u>
A.3	There are no written agreements with public, quasi-public or private sector organizations with emergency response roles identified in the plan. According to the State's response of June 6, 1983, the requested letters of agreement are under development.	N
A.4	Adequate	A



Radiological Emergency Response - Interim Plan for Implementing  
Compensating Measures for Rockland County

Dated May 27, 1983

<u>Section/Element</u>	<u>Analysis</u>	<u>Disposition</u>
C. <u>Emergency Response Support and Resources</u>		
C.1.c.	The existing plan does not specify resources including airfields, command posts, telephone lines, radio frequencies, and telecommunications centers that will be made available to support the Federal response. According to the State's response of June 6, 1983, EPA, NRC, FEMA and DOE will be asked within the next 15 days to identify the specific resources needed. This element will be adequate provided the state will comply with the Federal needs.	N
C.2.a.	Representatives of the State Department of Health will be assigned to the Rockland County EOC. The relationship between State staff assigned to the County EOC is specified in Section IV. E., DEPARTMENT OF HEALTH procedures.	A
C.4.	Adequate	A



Radiological Emergency Response - Interim Plan for Implementing  
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Dated May 27, 1983

<u>Section/Element</u>	<u>Analysis</u>	<u>Disposition</u>
D. <u>Emergency Classification System</u>		
D.3.	Adequate	A
D.4.	Adequate	A



Radiological Emergency Response - Interim Plan for Implementing  
Compensating Measures for Rockland County

Dated May 27, 1983

<u>Section/Element</u>	<u>Analysis</u>	<u>Disposition</u>
E. <u>Notification Methods and Procedures</u>		
E.1.	Adequate	A
E.2.	The numbers of support personnel required are frequently shown as in Procedure IV.B, Attachments 3 and 4. However, the names and titles and telephone numbers are not shown. According to the State's response of June 6, 1983, the requested information is being compiled.	N
E.5.	Section II-C, Page II-2, Section III-E, Page III-5 and Section IV-I, Pages I-14, 15 should be made consistent. This change implemented on Page III-5 will be inserted in other appropriate sections of the plan.	N
E.6.	Adequate	A
E.7.	Adequate. Section IV.I.	A



Radiological Emergency Response - Interim Plan for Implementing  
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Dated May 27, 1983

<u>Section/Element</u>	<u>Analysis</u>	<u>Disposition</u>
F. <u>Emergency Communications</u>		
F.1.a.	Adequate	A
F.1.b.	Adequate	A
F.1.c.	Adequate However, it is recommended that appropriate duty officer telephone numbers for communicating with the Coast Guard, FAA, Conrail and other agencies, will be listed for day and night contact.	A
F.1.d.	Adequate	A
F.1.e.	Adequate	A
F.2.	Adequate	A
F.3.	Adequate	A



Radiological Emergency Response - Interim Plan for Implementing  
Compensating Measures for Rockland County

Dated May 27, 1983

<u>Section/Element</u>	<u>Analysis</u>	<u>Disposition</u>
G. <u>Public Education and Information</u>		
G.1.	Procedures for the development and annual dissemination of radiological emergency preparedness information to the public is included in the plan. However, since final development of this material must await finalization of the plan, it has not been included and cannot be evaluated at this time. It should be noted that the public information brochure has not been developed and distributed. Alternate public education methods for Rockland County are under development and will be implemented by August 1, 1983 according to State.	A
G.2.	Adequate	A
G.3.a.	Adequate	A
G.4.a	Adequate	A
G.4.b.	Adequate	A
G.4.c.	Adequate	A
G.5.	Adequate	A



Radiological Emergency Response - Interim Plan for Implementing  
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Dated May 27, 1983

<u>Section/Element</u>	<u>Analysis</u>	<u>Disposition</u>
H. <u>Emergency Facilities and Equipment</u>		
H.3.	Adequate	A
H.4.	Inadequate - See E-2	N
H.7.	Adequate	A
H.10.	Adequate	A
H.11.	Adequate	A
H.12.	Adequate	A



Radiological Emergency Response - Interim Plan for Implementing  
Compensating Measures for Rockland County

Dated May 27, 1983

<u>Section/Element</u>	<u>Analysis</u>	<u>Disposition</u>
I. <u>Accident Assessment</u>		
I.7.	Adequate	A
I.8.	Adequate	A
I.9.	Adequate This capability was demonstrated during the March 9, 1983 exercise.	A



Radiological Emergency Response - Interim Plan for Implementing  
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<u>Section/Element</u>	<u>Analysis</u>	<u>Disposition</u>
J. <u>Protective Response</u>		
J.9.	Adequate	A
J.10.a.	That verbal description of evacuation routes and some bus routes is provided (Pages III-19, 20 and D-15). However, evacuation maps are not available and are being developed according to the State's response of June 6, 1983.	N



Radiological Emergency Response - Interim Plan for Implementing  
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Dated May 27, 1983

<u>Section/Element</u>	<u>Analysis</u>	<u>Disposition</u>
J. <u>Protective Response</u> (continued)		
J.10.b.	Adequate	A
J.10.c.	Adequate. Although the public education brochure has not been completed, an alternate public education program will be implemented by the State and will be implemented by August 1, 1983 according to State.	A
J.10.d.	Adequate	A
J.10.e.	Adequate	A
J.10.f.	Adequate	A
J.10.g.	Bus capacity (number and size of vehicles by provider of service), number of bus drivers, need to be correlated with the anticipated needs of the transit-dependent population. The plan shows (Page III-24), that approximately 24% of population will depend on buses when schools are in session. The total number of bus routes and pickup points identified is apparently fewer than in the original plan. Similarly, it is not clear that sufficient ambulance transportation is available for the population identified as mobility-impaired requiring special transportation.  However, a study of this total requirement is presently being undertaken (by the Transportation Safety Planning Group, Inc.). The results of this analysis will be included in future plan revisions.	N
J.10.h.	Adequate	A
J.10.i.	Adequate	A
J.10.j.	Adequate	A
J.10.k.	Adequate	A
J.10.l.	Evacuation travel time estimates are based on Parsons, Brinckerhoff, Quade Douglas, Inc. (PBQD) study. According to the State's response of June 6, 1983, some of the evacuation routes have been changed. Use of four lanes of the Parkway for evacuation traffic are expected to reduce evacuation times.	A
J.12	Adequate	A



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<u>Section/Element</u>	<u>Analysis</u>	<u>Disposition</u>
K. <u>Radiological Exposure Control</u>		
K.3.a.	Adequate.	A
K.3.b.	Adequate	A
K.3.b.	Adequate	A
K.4.	Adequate	A
K.5.a.	Adequate	A
K.5.b.	Adequate	A



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Radiological Emergency Response - Interim Plan for Implementing  
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<u>Section/Element</u>	<u>Analysis</u>	<u>Disposition</u>
L. <u>Medical and Public Health Support</u>		
L.1.	Adequate	A
L.4.	Adequate	A



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Radiological Emergency Response - Interim Plan for Implementing  
Compensating Measures for Rockland County

Dated May 27, 1983

<u>Section/Element</u>	<u>Analysis</u>	<u>Disposition</u>
M. <u>Recovery and Reentry Planning and Postaccident Operations</u>		
M.1.	Adequate	A



Radiological Emergency Response - Interim Plan for Implementing  
Compensating Measures for Rockland County

Dated May 27, 1983

<u>Section/Element</u>	<u>Analysis</u>	<u>Disposition</u>
<u>N. Exercises and Drills</u>		
The NUREG-0654 planning elements listed below are under development at this time. According to the state's response of June 6, 1983, as soon as the work will be completed, the results will be transmitted to FEMA and the RAC for review and comments.		
N.1.a.	Inadequate	N
N.1.b.	The Interim Plan for Implementing Compensating Measures for Rockland County should include provisions for exercises to mobilize sufficient personnel and resources to verify the capability to respond to an accident scenario requiring response set forth in the plan.	N
N.2.a.	Provisions for monthly testing of communications between the Rockland County EOC and state emergency facilities could not be located in the plan.	N
N.2.c.	Provisions for an annual medical drill involving a simulated contaminated individual could not be located in the plan.	N
N.2.d.	Provisions for an annual radiological monitoring drill could not be located in the plan.	N
N.3.a-f	The plan contains no provisions for the development of exercise objectives, scenarios, dates, schedule of initiating events, narratives, or advance arrangements.	N
N.4.	The plan should include provisions for federal, state and local observers to observe, evaluate and critique the radiological emergency preparedness exercises of the Interim Plan for Implementing Compensating Measures for Rockland County.	N
N.5.	The plan should assign specific responsibility for implementing corrective actions that are developed in response to drill and exercise recommendations.	N



Radiological Emergency Response - Interim Plan for Implementing  
Compensating Measures for Rockland County

Dated May 27, 1983

<u>Section/Element</u>	<u>Analysis</u>	<u>Disposition</u>
0.	<u>Radiological Emergency Response Training</u>  The NUREG-0654 planning elements listed below are under development at this time. According to the State's response of June 6, 1983, as soon as the work will be completed, the result will be transmitted to FEMA and the RAC for review and comments.	
0.1	The plan should include provisions for the training of individuals representing the various emergency response organizations identified in the Interim Plan for Implementing Compensating Measures for Rockland County.	N
	The plan should include a specific list of organizations which are to have members (or employees) receive the various types of training that it specifies. In particular, this list should identify both public and private sector organizations including transportation companies and employees of the Nuclear Facility Operators.	N
	The Plan should specify initial training and periodic retraining programs for directors and coordinators identified in the Interim Plan for Implementing Compensating Measures for Rockland County.	N
	The plan should specify initial training and period retraining program for radiological monitoring teams and radiological analysis personnel identified in the Interim Plan for Implementing Compensating Measures for Rockland County.	N
	The plan should specify initial training and periodic retraining programs for police, security and firefighting personnel identified in the Interim Plan for Implementing Compensating Measures for Rockland County. The mission of firefighters is defined in section II-H of the plan as including "rendering first aid and assisting in emergency transport of the injured during evacuation or other emergency operations." The training of firefighters should include	N



Radiological Emergency Response - Interim Plan for Implementing  
Compensating Measures for Rockland County

Dated May 27, 1983

<u>Section/Element</u>	<u>Analysis</u>	<u>Disposition</u>
O. <u>Radiological Emergency Response Training</u> (continued)		
O.g.	The plan should specify initial training and periodic retraining programs for local support services personnel identified in the Interim Plan for Implementing Compensating Measures for Rockland County.	N
O.4.h.	The plan should specify initial training and periodic retraining programs for medical support personnel identified in the Interim Plan for Implementing Compensating Measures for Rockland County.	N
O.4.j.	The plan should specify initial training and periodic retraining programs for communications personnel and PIO staff identified in the Interim Plan for Implementing Compensating Measures for Rockland County.	N
O.5.	The procedures for maintaining emergency preparedness and training emergency response personnel should be contained in the Interim for Implementing Compensating Measures for Rockland County. It is understood that the provisions for plan maintenance and other related activities will be accomplished in accordance with the basic state plan.	N



Radiological Emergency Response - Interim Plan for Implementing  
Compensating Measures for Rockland County

Dated May 27, 1983

<u>Section/Element</u>	<u>Analysis</u>	<u>Disposition</u>
<u>P. Responsibility for the Planning Effort: Development, Periodic Review and Distribution of Emergency Plans</u>		
The NUREG-0654 planning elements listed below (except one) are under development at this time. According to the State's response of June 6, 1983, as soon as the work will be completed, the results will be transmitted to FEMA and the RAC for review and comments.		
P.1.	Provisions for the training of individuals responsible for the planning effort could not be located in the Interim Plan for Implementing Compensating Measures for Rockland County.	N
P.2.5.	The plan should identify the individual by title who is responsible for managing and coordinating maintenance of the Interim Plan for Compensating Measures for Rockland County. The plan should also designate an emergency planning coordinator for each response organization identified, specify procedures for updating the plan and assign responsibility for the transmittal and implementation of revisions to the plan.	N
P.6.	The plan does not contain a separate, detailed listing of plans and procedures that support the Interim Plan for Implementing Compensating Measures for Rockland County. This list should be added to the plan.	N
P.7.	The plan does not contain an appendix listing, by title, procedures required to implement the Interim Plan for Implementing Compensating Measures for Rockland County. This list should include references to the standard operating procedures used by various emergency response organizations and those attachments which are necessary to complete the plan dated May 27, 1983. In addition, any attachments referenced but not included as part of the plan should be included in the reference list of procedures required to implement the plan.	N
P.8.	Adequate	A
P.10.	Although call lists are contained in the plan, there are no specific procedures included for updating and verifying telephone numbers at least quarterly.	N



STATE OF NEW YORK



DEPARTMENT OF HEALTH

TOWER BUILDING • THE GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA • ALBANY, N.Y. 12237

DAVID AXELROD, M.D.  
Commissioner

June 7, 1983

Mr. Frank P. Petrone  
Regional Director  
Federal Emergency Management Agency  
26 Federal Plaza  
New York, New York 10278

Dear Mr. Petrone:

This will confirm the understandings reached at our meeting today concerning the Rockland County Interim Compensating Measures Plan.

The following items will be accomplished within 30 days:

Revision of the mass transit component of the plan to provide an increased stand by bus capability for worst case situations.

Completion of all evacuation routes and maps.

Completion of Plan material dealing with NUREG 0654 standards N, O and P.

Development of a specific public information program.

Development of a complete training program.

Completion of other Plan revisions identified after negotiations with the RAC.

In addition, the State stands ready to participate in an off site exercise of the Interim Plan within approximately 60 days.

Sincerely,

A handwritten signature in dark ink, appearing to read "Donald Davidoff".

Donald Davidoff  
Director  
Radiological Emergency Preparedness  
Group



CONSOLIDATED EDISON COMPANY  
OF NEW YORK, INC.  
4 Irving Place  
New York, NY 10003  
and  
POWER AUTHORITY OF THE  
STATE OF NEW YORK  
10 Columbus Circle  
New York, NY 10019


June 7, 1983

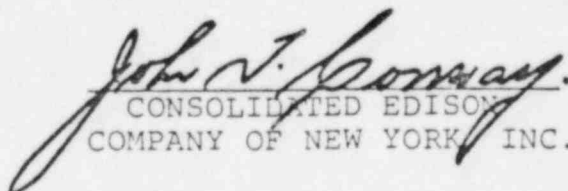
Mr. Donald B. Davidoff, Director  
New York State Radiological  
Preparedness Group  
State of New York  
Department of Health  
Tower Building  
The Governor Nelson A. Rockefeller  
Empire State Plaza  
Albany, NY 12237

Dear Mr. Davidoff:

This is to assure that the field activities outlined on page V-29 of the Interim Rockland County Response Plan will receive our full support and commitment. Adequate utility staff as shown on page V-29 will be promptly provided upon request of the Chairman of the DPC or his designee, for Personnel Monitors (50), Radiological Monitors (4), Traffic Control (48), Bus Operators (175) and Reception Center Operations (80).

Very truly yours,

  
POWER AUTHORITY OF THE  
STATE OF NEW YORK

  
CONSOLIDATED EDISON  
COMPANY OF NEW YORK, INC.



LETTER OF INTENT

June 1, 1983

Mr. Seth Corwin  
Chappaqua Transportation, Inc.  
130 Hunts Lane  
Chappaqua, N.Y. 10514

Dear Mr. Corwin:

This will confirm that the parties hereto intend to enter into a contract under which Chappaqua Trans., Inc. ("Chappaqua") will make available to Consolidated Edison Company of New York, Inc. and Power Authority of the State of New York up to 49 buses and 17 vans in connection with an evacuation resulting from a radiological emergency at the Indian Point Nuclear Power Plants. This contract would be in effect until the completion of the transportation study which will be conducted by the Transportation Safety Planning Group of Albany. The contract will provide, among other things, for an appropriate indemnity of Chappaqua or any other participating entity either as owner or operator of the subject vehicles, by Con Edison and Power Authority against any and all liability for personal injury and property damage occasioned by the negligence of Chappaqua, its employees or the employees of Con Edison or the Power Authority and reimbursement for any expenses or loss of revenue incurred by Chappaqua arising from the use of the buses during such an evacuation period. Provision of buses would, under the proposed contract, be subject to prior rights of local school districts with whom Chappaqua has or may have contracts providing for the transportation of school children.

Although Chappaqua shall use its best efforts to supply drivers for any and all buses utilized in connection with the foregoing proposed agreement, it is understood that Chappaqua cannot guarantee to supply drivers for any or all such vehicles.

Please indicate your agreement by signing below.

Very truly yours,

Consolidated Edison Company  
of New York, Inc.

BY: Eugene R. M. Chad

Power Authority of the State  
of New York

BY: [Signature]

ACCEPTED:

Chappaqua Transportation, Inc.

BY: Seth Corwin



LETTER OF INTENT

June 1, 1983

Mr. John Silvanie  
Vanguard Tours Inc.  
1 Westerly Road  
Ossining, New York 10562

Dear Mr. Silvanie:

This will confirm that the parties hereto intend to enter into a contract under which Vanguard Tours Inc. ("Vanguard") will make available to Consolidated Edison Company of New York, Inc. and Power Authority of the State of New York up to 400 buses in connection with an evacuation resulting from a radiological emergency at the Indian Point Nuclear Power Plants. This contract would be in effect until completion of the transportation study which will be conducted by the Transportation Safety Planning Group of Albany. The contract will provide, among other things, for an appropriate indemnity of Vanguard or any other participating entity either as owner or operator of the subject vehicles, by Con Edison and Power Authority against any and all liability for personal injury and property damage occasioned by the negligence of Vanguard, its employees or the employees of Con Edison or the Power Authority and reimbursement for any expenses or loss of revenue incurred by Vanguard arising from the use of the buses during such an evacuation period. Provision of buses would, under the proposed contract, be subject to prior rights of local school districts with whom Vanguard has or may have contracts providing for the transportation of school children.

Although Vanguard shall use its best efforts to supply drivers for any and all buses utilized in connection with the foregoing proposed agreement, it is understood that Vanguard cannot guarantee to supply drivers for any or all such vehicles.

Please indicate your agreement by signing below.

Very truly yours,

CONSOLIDATED EDISON COMPANY  
OF NEW YORK, INC.

By: Eugene R. McLeod

POWER AUTHORITY OF THE STATE  
OF NEW YORK

By: J. D. Byrne

ACCEPTED:  
VANGUARD TOURS INC.

By: John W. Silvanie



LETTER OF INTENT

June 2, 1983

Mr. James Murphy  
Riverdale Transit Corp.  
475 Saw Mill River Road  
Yonkers, New York 10702

Dear Mr. Murphy:

This will confirm that the parties hereto intend to enter into a contract under which Riverdale Transit Corp. ("Riverdale") will make available to Consolidated Edison Company of New York, Inc. and Power Authority of the State of New York up to 200 buses in connection with an evacuation resulting from a radiological emergency at the Indian Point Nuclear Power Plants. This contract would be in effect until completion of the transportation study which will be conducted by the Transportation Safety Planning Group of Albany. The contract will provide, among other things, for an appropriate indemnity of Riverdale or any other participating entity either as owner or operator of the subject vehicles, by Con Edison and Power Authority against any and all liability for personal injury and property damage occasioned by the negligence of Riverdale, its employees or the employees of Con Edison or the Power Authority and reimbursement for any expenses or loss of revenue incurred by Riverdale arising from the use of the buses during such an evacuation period. Provision of buses would, under the proposed contract, be subject to prior rights of local school districts with whom Riverdale has or may have contracts providing for the transportation of school children.

Although Riverdale shall use its best efforts to supply drivers for any and all buses utilized in connection with the foregoing proposed agreement, it is understood that Riverdale cannot guarantee to supply drivers for any or all such vehicles.

Please indicate your agreement by signing below.

Very truly yours,

CONSOLIDATED EDISON COMPANY  
OF NEW YORK, INC.

By William J. Mart for EDC/Con Edison

POWER AUTHORITY OF THE STATE  
OF NEW YORK

By J. J. Bayne

ACCEPTED:  
RIVERDALE TRANSIT CORP.

By Robert H. Lenoir



THIS AGREEMENT, made the 20th day of May, 1983

by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the County Office Building, 148 Martine Avenue, White Plains, New York 10601,

(hereinafter referred to as the "County",)

and

TRANSPORTATION SAFETY PLANNING GROUP, INC., a corporation organized and existing under the laws of the State of New York having an office at 15 Elk Street, Albany, New York 12207

(hereinafter referred to as the "Consultant")

WHEREAS, the County desires to obtain professional consultant services for the preparation and implementation of an emergency evacuation plan of people located within a ten mile radius of the Indian Point Nuclear Power Plant in the event of a radiological emergency and for the design of a data Base Management System in connection with this evacuation plan; and

WHEREAS, the Consultant desires to provide such services for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:



FIRST: The Consultant shall provide but not be limited to providing the following services in accordance with a proposal by the Consultant dated May 12, 1983, entitled "Planning for Transportation Service. A Remedial Transportation Program for the Westchester County Radiological Emergency Preparedness Evacuation Zone" (the "Proposal") which Proposal is attached herto and made a part hereof as Schedule A.

1. Verify and update demographic and transportation resource data and data pertaining to the locations that will require a great number of transportation vehicles for evacuation purposes, which data is contained in a study entitled Westchester County Radiological Emergency Response Plan: Indian Point Power Station, Revision I, August 1, 1981, prepared by the firm of Parsons, Brinkerhoff, Quade and Douglas. This study is on file in the Office of the Commissioner of Transportation of the County.

2. Recommend to the County which type of computer system would best serve the County's present and future needs in connection with the storing of data for the evacuation plan.

3. Design a Data Base Management System which can be used in conjunction with or as part of the County's computer system. The data base management system shall include, but not be limited to an inventory of evacuation demands and needs and an inventory of evacuation resources.

4. Input the aforementioned data into the system.



5. Prepare a plan for routing transportation and a design for the provision of transportation services during a radiological emergency.

6. Develop a plan for procuring transportation services during a radiological emergency and obtain transportation equipment service agreements with transportation providers.

7. Design a communications system that enables the County to coordinate the activities of transportation operators that have signed emergency transportation agreements with the County.

8. Design a training manual for and train drivers and other "core group" transportation personnel in emergency evacuation procedures.

9. Develop evacuation and relocation plans and a response management system.

10. Participate in a simulation exercise testing the evacuation plan.

11. Attend up to five public information meetings as required by the Commissioner.

SECOND: For the services rendered pursuant to Paragraph "FIRST", the Consultant shall be paid a fee not to exceed TWO HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED TWENTY-FIVE (\$241,725.00) DOLLARS as provided in Schedule "A".

Any and all requests for payment to be made, including



any request for partial payment made in proportion to the work completed, shall be submitted by the Consultant on properly executed claim forms of the County and paid only after approval by the Commissioner of Transportation of the County of Westchester ("Commissioner"). In no event shall partial payment in excess of ninety-five (95%) percent be made to the Consultant prior to completion of all professional services, the submission of reports and the approval of same by the Commissioner.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Consultant for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Consultant as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than five (5) days after payment would otherwise be due pursuant to the provisions of this paragraph "SECOND", but the County shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Consultant to cooperate with such audit. The County shall, in



addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

Notwithstanding anything to the contrary contained herein, it is expressly understood that the obligation of the County to make any payments to the Consultant hereunder is contingent upon the prior receipt by the County of funds from the State of New York for the purposes hereunder.

THIRD: All services rendered, work performed by and payments to the Consultant shall be under the direction and subject to the complete approval of the Commissioner.

The work to be performed pursuant to the terms of this Agreement shall commence promptly on notification by the Commissioner to begin work and shall be completed no later than June 30, 1984.

The Consultant shall properly maintain a detailed daily log relative to the services rendered for which compensation is to be paid by the County pursuant to the terms of this Agreement, which shall include, but not be limited to, the following:

1. Date
2. Names of employees rendering service
3. Nature of service rendered
4. Required time expended.

A list of key personnel of the Consultant who are assigned to the performance of this Agreement is set forth in



Schedule "A". No changes, other than additions, in such personnel shall be permitted during the term of this Agreement without the express written consent of the Commissioner.

FOURTH: The Consultant shall issue progress reports to the County as the Commissioner may direct as set forth in the attached Schedule of periodic payments and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

FIFTH: The County, upon ten (10) days notice to the Consultant, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Consultant shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination.

In the event the Commissioner determines that there has been a material breach by the Consultant of any of the terms of the Agreement and such breach remains uncured for thirty (30) days after service on the Consultant of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Consultant.

Notice hereunder shall be effective on the date of mailing.



SIXTH: All resource records and data compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

The County acknowledges and agrees that all training and operations manuals provided by the Consultant as a condition of Schedule A may not be reproduced or used by the County except for the express purpose of the implementation of the County's emergency evacuation plan without written permission of the Consultant. Any unauthorized use or reproduction is a violation of the Federal Copyright Laws. The County shall take all reasonable steps to insure that such manuals are not sold, assigned, leased, marketed, transferred, copied, reproduced, disclosed, or otherwise made available by the County or by any of the County's employees to any other person, firm, corporation or municipality at any time without the Consultant's prior written approval. The County will not make or have made, except for the purposes of backup, any copies of the operations and training manuals delivered by the Consultant pursuant to Schedule A.



SEVENTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Consultant shall not subcontract any part of the work without the written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Consultant.

EIGHTH: The Consultant agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The Consultant further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it.

The Consultant represents and warrants that he has not employed or retained any person, other than those named in Schedule A hereof for the purpose of soliciting or securing this agreement, and further that he has not paid or agreed to pay any other person, any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the



County shall have the right, in its discretion, to terminate this agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

NINTH: The Consultant shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to the Consultant as an employer of labor or otherwise. The Consultant shall further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

TENTH: The Consultant expressly agrees:

(a) that in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex, age, physical disability or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates; and

(b) that no contractor, subcontractor, nor any person



on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, sex, age, physical disability or national origin; and

(c) that there may be deducted from the amount payable to the contractor by the County under this Agreement a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Agreement; and

(d) that this Agreement may be cancelled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of this section of the Agreement.

Whenever the term contractor appears in this paragraph it shall be deemed to read Consultant.

ELEVENTH: The Consultant agrees that its staff and employees will be covered for the purposes of Workers Compensation insurance benefits.

TWELFTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:



To the County:

Commissioner of Transportation  
148 Martine Avenue  
White Plains, New York 10601

with a copy to:

County Attorney  
County Office Building, Room 600  
148 Martine Avenue  
White Plains, New York 10601

To the Consultant:

Transportation Safety Planning Group, Inc.  
15 Elk Street  
Albany, New York 12207.

THIRTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

FOURTEENTH: This Agreement shall not be enforceable until signed by the parties and approved by the Office of the County Attorney.

FIFTEENTH: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

SIXTEENTH: By June 1, 1983, the Consultant and County shall enter into a license agreement for the provision of the



computerized data base system described in the "Proposal" and required pursuant to this Agreement which license agreement shall be attached hereto and made a part hereof. In the event such license agreement shall not be executed by June 1, 1983 this Agreement shall be null and void and of no effect and neither party shall be liable to the other for payments, damages or in any manner whatsoever.

SEVENTEENTH: The Consultant will warrant and represent that the reports and plan produced will reflect the Consultant's highest degree of transportation and data processing expertise.

IN WITNESS WHEREOF, The County of Westchester and the Consultant have executed this Agreement in triplicate.

THE COUNTY OF WESTCHESTER

Approved as to form and  
manner of execution:

Barbara A. Quinn  
Assistant County Attorney  
County of Westchester

By Raymond Kuckadee  
Commissioner of Transportation

TRANSPORTATION SAFETY PLANNING  
GROUP, INC.

By Donald J. Boyle  
(Name and Title)  
Donald J. Boyle  
Project Coordinator  
TSFG Secretary-Treasurer

Authorized by the Board of Acquisition and Contract of the  
County of Westchester on 15th day of May, 1983.

1589



CONSULTANT'S ACKNOWLEDGMENT

(If Corporation)

STATE OF NEW YORK )  
COUNTY OF ALBANY ) ss.:

On this 20th day of MAY, 1983, before me personally came DONALD J BOYLE to me known, and known to me to be the SECRETARY - TREASURER of TRANSPORTATION SAFETY PLANNING CORP. the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that the said DONALD J BOYLE resides at 11 NORTHEON BLVD. ALBANY NY and that he is SECRETARY-TREASURER of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

JANIS DILLENBACK  
Notary Public

Janis Dillenback

CONSULTANT'S ACKNOWLEDGMENT

(If Individual)

STATE OF NEW YORK )  
COUNTY OF WESTCHESTER) ss.:

Notary Public, State of New York  
QUALIFIED IN ALBANY COUNTY  
My Commission Expires March 30, 1984

On this \_\_\_\_ day of \_\_\_\_\_, 198 , before me personally came \_\_\_\_\_ to me known, and known to me to be the same person described in and who executed the within instrument and he duly acknowledged to me that he executed the same for the purpose herein mentioned and, if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed with the County Clerk of Westchester County.

\_\_\_\_\_  
Notary Public

CONSULTANT'S ACKNOWLEDGMENT

(If Co-Partnership)

STATE OF NEW YORK )  
COUNTY OF WESTCHESTER) ss.:

On this \_\_\_\_ day of \_\_\_\_\_, 198 , before me personally came \_\_\_\_\_ to me known, and known to me to be a member of the firm of \_\_\_\_\_ and the person described in, and who executed the within instrument in behalf of said firm, and he acknowledged to me that he executed the same in behalf of, and as the act of said firm for the purposes herein mentioned and that the certificate required by the New York State General Business Law Section 130 has been filed with the County Clerk of Westchester County.

\_\_\_\_\_  
Notary Public



CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_  
(Officer other than officer signing contract)  
certify that I am the \_\_\_\_\_ of  
the \_\_\_\_\_ (Title)  
\_\_\_\_\_ (the "Consultant")  
a corporation duly organized and in good standing under the  
\_\_\_\_\_ named in  
(Law under which organized, e.g., the New York Business  
Corporation Law)  
the foregoing agreement; that \_\_\_\_\_  
(Person executing agreement)  
who signed said agreement on behalf of the Consultant was, at  
the time of execution \_\_\_\_\_ of the  
(Title of such person)  
Consultant that said agreement was duly signed for and on  
behalf of said Consultant by authority of its Board of  
Directors, thereunto duly authorized, and that such authority  
is in full force and effect at the date hereof.

(CORPORATE SEAL)

\_\_\_\_\_  
(Signature)

STATE OF NEW YORK )

SS.:

COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1982, before  
me personally came \_\_\_\_\_ to me known,  
and known to be to be the \_\_\_\_\_ of  
(Title)

\_\_\_\_\_, the corporation described in and  
which executed the above certificate, who being by me duly  
sworn did depose and say that he, the said  
resides at \_\_\_\_\_, and that he is  
\_\_\_\_\_ of said corporation and knows the  
corporate seal of the said corporation; that the seal affixed  
to the above certificate is such corporate seal and that it was  
so affixed by order of the Board of Directors of said  
corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public County

0668C



## Schedule A (page 1)

## TASKS/8Y HOUR

	<u>Task I: Demand Analysis</u>	<u>Task II: Resource Assessment</u>	<u>Task III: Roadway Character.</u>	<u>Task IV: Service Design</u>	<u>Task V: Transport. Procurement.</u>	<u>Task VI: Evac. Mgmt. System</u>	<u>Task VII: Testing &amp; Simulation</u>	<u>Total Hours By Person</u>
<u>Key Personnel</u>								
Jerry Brisman	-	-	25	50	100	50	40	265
Don Boyle	20	20	40	30	80	30	40	260
Seth Corwin	-	30	30	50	50	40	50	250
John Silvanie	-	30	20	60	60	40	40	250
Steve Fullum	125	80	-	120	-	-	-	325
Joe Zimmerman	30	10	-	20	-	40	-	100
Susan Holloway	130	50	30	50	-	130	40	430
Ken Carlson	150	130	85	500	65	100	-	1,030
TOTAL HOURS	455	350	230	880	355	430	210	2,910

Person w/Major  
Responsibility  
for Task

Boyle

Boyle

Brisman  
Boyle

Brisman

Brisman

Brisman

Brisman

Brisman  
Boyle



Schedule A (page 2)  
TSPG PROJECT WORK PRODUCT SCHEDULE

<u>Task &amp; Product</u>	<u>Projected Date Task Completion</u>	<u>Payment Due Upon Completion</u>
<b>Task I: <u>Demand Analysis</u></b>		
Packet/report of demographic & special generator analysis, send 1 week prior to meeting.	June 1 - No product	\$32,187.50
<b>Task II: <u>Resource Analysis</u></b>		
Packet/report of transportation resource assessment, send upon completion 1 week prior to meeting.	Mid July (Task 1 and 2)	\$32,187.50
<b>Task III: <u>Roadway Network Characteristics</u></b>		
Packet/report delineating and illustrating network inter-relationships appropriateness/suitability for evacuation, etc. Send 1 week prior to meeting.	Late August	\$17,250.00
<b><u>Data Base Management Systems and Phase one "Close-Out"</u></b>		
Send report delineating data base management system, tasks and functions to be analyzed, 1 week prior to meeting. Completion and modifications of Phase One will be discussed at the Task Force Meeting.	Early September	\$33,050.00
<b>Task IV: <u>Service Design</u></b>		
Packet/report illustrating all routes, buses involved, peripheral routing, etc. Send 1 week prior to meeting.	Late September	\$47,000.00
<b>Task V: <u>Transportation Resource Procurement</u></b>		
Verification of all transportation service agreements will be submitted to the Committee, as will the Training Manual and a report on the Core Training Sessions.	<u>Late September</u>	\$33,050.00
<b>Task VI: <u>Evacuation Response Management System</u></b>		
Copies of the Management Operations manual and the Transportation Operations manual will be submitted to the Task Force for review, 1 week prior to meeting.	Late October	\$32,250.00
<b>Task VII: <u>Testing and Simulation</u></b>		
Submit preliminary final report to Task Force for review 1 week prior to meeting.	Mid December (Preliminary Report)	No Payment
	Post Exercise (Final Report)	\$15,650.00



Schedule A (page 3)  
Hourly Professional Rates

	Rate
Jerry Brisman	\$80.00
Don Boyle	\$80.00
Seth Corwin	\$80.00
John Silvanie	\$80.00
Steve Fullum	\$75.00
Joe Zimmerman	\$80.00
Susan Holloway	\$75.00
Ken Carlson	\$65.00