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NUCLEAR REGULATORY COMMISSION  
FINAL MEMORANDUM OF UNDERSTANDING BETWEEN THE  
U.S. NUCLEAR REGULATORY COMMISSION AND  
THE STATE OF WISCONSIN

AGENCY:

Nuclear Regulatory Commission.

ACTION:

Notice.

SUMMARY:

This notice is to advise the public of the issuance of a Final Memorandum of Understanding (MOU) between the U.S. Nuclear Regulatory Commission (NRC) and the State of Wisconsin. The MOU provides the basis for mutually agreeable procedures whereby the State of Wisconsin may utilize the NRC Emergency Response Data System (ERDS) to receive data during an emergency at a commercial nuclear power plant in Wisconsin. Public comments were addressed in conjunction with the MOU with the State of Michigan published in the Federal Register Vol. 57, No. 28, February 11, 1992.

EFFECTIVE DATE:

This MOU is effective August 9, 1996.

ADDRESSEES:

Copies of all NRC documents are available for public inspection and copying for a fee in the NRC Public Document Room, 2120 L Street, N.W. (Lower Level), Washington, DC.

For Further Information Contact: John R. Jolicoeur or Eric Weinstein, DR03

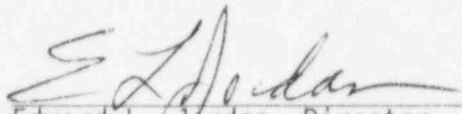
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Office for Analysis and Evaluation of Operational Data, U.S. Nuclear Regulatory Commission, Washington, DC 20555. Telephone (301) 415-6383 or (301) 415-7559.

This attached MOU is intended to formalize and define the manner in which the NRC will cooperate with the State of Wisconsin to provide data related to plant conditions during emergencies at commercial nuclear power plants in Wisconsin. Dated at Rockville, Maryland, this 27 day of September, 1996.

FOR THE NUCLEAR REGULATORY COMMISSION

  
Edward L. Jordan, Director  
Office for Analysis and Evaluation of  
Operational Data

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

I. Authority

The U.S. Nuclear Regulatory Commission (NRC) and the State of Wisconsin, herein after referred to as Wisconsin, enter into this Agreement under the authority of Section 274i of the Atomic Energy Act of 1954, as amended.

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

II. Background

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

### III. Scope

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

### IV. NRC's General Responsibilities

Under this agreement, NRC is responsible for maintaining the Emergency Response Data System (ERDS). ERDS is a system designed to receive, store, and retransmit data from in-plant data systems at nuclear power plants during emergencies. The NRC will provide user access to ERDS data to one user terminal for Wisconsin during emergencies at nuclear power plants which have implemented an ERDS interface and for which any portion of the plant's 10 mile Emergency Planning Zone (EPZ) lies within Wisconsin. The NRC agrees to provide unique software already available to NRC (not commercially available) that was developed under NRC contract for configuring an ERDS workstation.

### V. Wisconsin's General Responsibilities

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

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

## VI. Implementation

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

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

## VII. Contacts

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

VIII. Resolution of Disagreements

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

IX. Effective Date

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

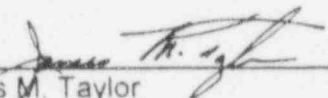
X. Duration

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

XI. Separability

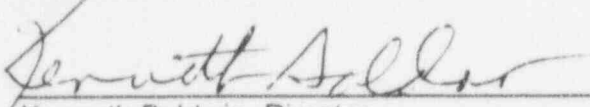
If any provision(s) of this Agreement, or the application of any provision(s) to any person or circumstances is held invalid, the remainder of this Agreement and the application of such provisions to other persons or circumstances will not be affected.

FOR THE U.S. NUCLEAR REGULATORY COMMISSION,

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

Date: 8/9/96

FOR THE STATE OF WISCONSIN,

  
\_\_\_\_\_  
Kenneth Baldwin, Director  
Bureau of Public Health

Date: 8/9/96