

65 mlc



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, N.H. 03305
603-271-2791

ROBERT L. QUINN
COMMISSIONER OF SAFETY

March 12, 2020

The Honorable Mary Jane Wallner, Chairman
Fiscal Committee of the General Court
State House
Concord, New Hampshire 03301

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Pursuant to RSA 14:30-a, VI, authorize the Department of Safety, Division of Homeland Security and Emergency Management, to budget and expend \$167,300.00 from the Prior Year Carry Forward Balance of New Hampshire nuclear planning and response fund as shown in the table below. Effective upon Fiscal Committee and Governor and Council approval through June 30, 2020. Funding: 100% Private/Local Funds.

The funds are to be budgeted as follows:

02-23-23-236010-27700000 Dept. of Safety – Homeland Sec-Emer Mgmt – Vermont Yankee

<u>Class</u>	<u>Description</u>	<u>SFY 2020 Current Authorized</u>	<u>Requested Action</u>	<u>SFY 2020 Revised Adjusted Authorized</u>
005-402215	Private/Local Funds	(\$93,315.00)	(\$167,300.00)	(\$260,615.00)
020-500200	Current Expenses	\$5,000.00	\$0.00	\$5,000.00
030-500311	Equipment	\$52,785.00	\$37,500.00	\$90,285.00
049-500294	Transfers to Other Agencies	\$5,000.00	\$42,000.00	\$47,000.00
050-500109	Personal Services - Temp	\$20,000.00	\$42,000.00	\$62,000.00
060-500601	Benefits	\$1,530.00	\$3,600.00	\$5,130.00
070-500700	In State Travel Reimbursement	\$0.00	\$2,200.00	\$2,200.00
073-500580	Grants Non - Federal	\$9,000.00	\$40,000.00	\$49,000.00
	Total	\$93,315.00	\$167,300.00	\$260,615.00

Explanation

The Division of Homeland Security and Emergency Management (HSEM) is requesting the budgeting of funds into the Vermont Yankee accounting unit in the amount of \$167,300.00 for SFY 2020 from the Prior Year Carry Forward Balance, which is a fund established by RSA 107-B:5. The necessity of these funds is to purchase disposables that will be used to conduct and support state and local exercises; purchase equipment to support the State's Radiological Emergency Preparedness (REP) Program; provide funding for local organizations for nuclear planning exercises; and utilize currently existing part-time positions to support the State's and local governments' emergency management efforts.

The Honorable Mary Jane Wallner, Chairman
Fiscal Committee of the General Court

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
February 12, 2020
Page 2 of 2

Funds will be budgeted as follows:

The funds in Class 030, Equipment, will be used to purchase radiological meters needed to support the State's REP Program.

The funds in Class 049, Transfer to Other State Agencies, will provide funding for other State Agencies for costs associated with administering the State's REP Program.

The funds in Class 050, Personal Service-Temp/Appoin, will be used to pay the salaries for existing temporary part-time positions.

The funds in Class 060, Benefits, will be used to pay benefit costs associated with related existing temporary personnel.

The funds in Class 070, In State Travel, will be used to cover in-state travel expenses associated with administering the State's REP Program.

The funds in Class 073, Grants-Nonfederal, will be used to pay local communities for costs incurred associated with administering the State's REP Program.

There are no General funds required with this request. In the event that funds are no longer available, General funds and/or Highway funds will not be requested to support this program.

Respectfully submitted,



Robert L. Quinn
Commissioner of Safety

Fiscal Situation
New Hampshire Nuclear Planning and Response Fund - Vermont Yankee

SFY 2019 Prior Year Control Balance Forward Amount		\$262,434.18
SFY 2020 Estimated Revenue		\$39,000.00
Total Projected Revenue and Carryforward Balance		\$301,434.18
SFY 2020 Estimated Expenditures through 6/30/2020 by fund: Accounting Unit 2770 - Vermont Yankee	\$85,271.42	
Total '20 Appropriations	\$84,271.42	
Total Projected '20 Expenditures		\$84,271.42
Net Projected Balance Forward		<u>\$217,162.76</u>
Amount of this Request		\$167,300.00

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and between Entergy Nuclear Vermont Yankee, LLC ("EVY"), Entergy Nuclear Operations, Inc. ("ENO," and together with EVY, "Entergy VY"), and the New Hampshire Division of Homeland Security and Emergency Management ("NHHSEM") on behalf of the State of New Hampshire ("New Hampshire") (collectively, "the Parties").

The Vermont Yankee Nuclear Power Station ("VYNPS") is a nuclear power plant located in Vernon, Vermont, that is owned by EVY and operated by ENO.

On August 27, 2013, Entergy VY announced that it would cease operating VYNPS at the end of the current operating cycle. On September 23, 2013, ENO formally notified the U.S. Nuclear Regulatory Commission ("NRC") that VYNPS would permanently cease power operations effective at the end of the current operating cycle, which at that time was expected to be no later than December 31, 2014.

On June 12, 2014, Entergy VY submitted to the NRC a request to amend the renewed VYNPS facility operating license to authorize revisions to the VYNPS site emergency plan and emergency action level scheme to reflect the reduced scope of offsite and onsite emergency planning and the significantly reduced spectrum of credible accidents that can occur for the plant's permanently defueled condition ("License Amendment Request" or "LAR"). On December 9, 2014, the NRC published in the *Federal Register* a notice of opportunity for public comment on Entergy VY's License Amendment Request.

On January 12, 2015, Entergy VY completed the removal of all fuel from the VYNPS reactor. On that same date, Entergy VY certified to the NRC that VYNPS had permanently ceased power operations on December 29, 2014 and was permanently defueled on January 12.

The ten-mile plume exposure pathway Emergency Planning Zone ("EPZ") for VYNPS includes all or part of five New Hampshire communities: the towns of Winchester, Hinsdale, Chesterfield, Richmond, and Swanzey. The EPZ was established when the facility was operational, but the NRC has determined that once a plant has been permanently shut down for a sufficient period of time, the risk of an offsite radiological release is significantly reduced, and the EPZ can be reduced accordingly. For VYNPS, which permanently shut down on December 29, 2014, this sufficient period of time will be reached in April 2016. The Parties agree that after April 2016, the need to devote resources to offsite emergency planning will be substantially reduced. NHHSEM further acknowledges that:

- It has reviewed Entergy VY's (1) LAR to revise the VYNPS emergency plan and emergency action level scheme to reflect the plant's permanently defueled condition; (2) Permanently Defueled Emergency Plan, Rev. 0 ("PDEP"); (3) Permanently Defueled Emergency Action Level Technical Bases, Rev. 0; and (4) Request for Exemptions from Portions of 10 CFR 50.47 and 10 CFR Part 50, Appendix E.
- The PDEP and revised emergency action levels are appropriate for the substantially

reduced radiological risk and consequences of any potential emergencies in VYNPS' permanently shutdown and defueled condition.

- Under the PDEP, there will be adequate offsite emergency planning and protection, considering the reduced scope of such activities required when VYNPS is permanently shut down. For example, the PDEP includes provisions for communication with and the rapid deployment of offsite resources (such as law enforcement, ambulance, or fire/rescue services), as required under NRC regulations that will continue to apply to VYNPS.

If approved, the license amendment would reduce the emergency planning burden on offsite response organizations within the EPZ by eliminating the provision for the Federal Emergency Management Agency to evaluate these organizations in periodic full-scale emergency planning exercises. Instead, under the PDEP, state and local response organizations would implement their approved comprehensive emergency management plans. They would also continue to have the opportunity to participate in VYNPS emergency planning drills and exercises.

In consideration of all of the foregoing, the obligations hereafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. EVY shall make the payments to NHHSEM for purposes of supporting offsite emergency planning for VYNPS in the amounts and by the dates specified below.
 - a. For the period July 1, 2015 through June 30, 2016, EVY shall make a payment to NHHSEM in the amount of \$1,418,352 on or before July 1, 2015.
 - b. For the period July 1, 2016 through June 30, 2017, EVY shall make a payment to NHHSEM in the amount of \$107,000 on or before July 1, 2016. NHHSEM shall allocate and distribute this payment as follows:
 - NHHSEM: \$55,000
 - New Hampshire Division of Public Health Services (DPHS) \$20,000
 - Local jurisdictions:
 - Winchester: \$8,000
 - Hinsdale: \$8,000
 - Chesterfield: \$8,000
 - Richmond: \$4,000
 - Swanzey: \$2,000
 - Keene: \$2,000
 - c. For the period July 1, 2017 through June 30, 2018, EVY shall make a payment to NHHSEM in the amount of \$82,000 on or before July 1, 2017. NHHSEM shall allocate and distribute this payment as follows:

- NHHSEM: \$55,000
 - DPHS: \$15,000
 - Local jurisdictions:
 - Winchester: \$3,000
 - Hinsdale: \$3,000
 - Chesterfield: \$3,000
 - Richmond: \$1,000
 - Swanzey: \$1,000
 - Keene: \$1,000
- d. For the period July 1, 2018 through June 30, 2019, EVY shall make a payment to NHHSEM in the amount of \$51,000 on or before July 1, 2018. NHHSEM shall allocate and distribute this payment as follows:
- NHHSEM: \$29,000
 - DPHS: \$10,000
 - Local jurisdictions:
 - Winchester: \$3,000
 - Hinsdale: \$3,000
 - Chesterfield: \$3,000
 - Richmond: \$1,000
 - Swanzey: \$1,000
 - Keene: \$1,000
- e. For the period July 1, 2019 through June 30, 2020, EVY shall make a payment to NHHSEM in the amount of \$39,000 on or before July 1, 2019. NHHSEM shall allocate and distribute this payment as follows:
- NHHSEM: \$25,000
 - DPHS: \$5,000
 - Local jurisdictions:
 - Winchester: \$2,000
 - Hinsdale: \$2,000
 - Chesterfield: \$2,000
 - Richmond: \$1,000
 - Swanzey: \$1,000
 - Keene: \$1,000
2. With the exception of the payments set forth in paragraph 1 of this Agreement, New Hampshire shall not request any payments from or impose any payments on EVY or ENO for purposes of any activities within the authority of the New Hampshire Department of Safety (as described in N.H. R.S.A. Chapter 21-P, "Department of Public Safety"), provided that the NRC approves Entergy VY's LAR and permits Entergy VY to implement the proposed emergency plan and emergency action level changes requested in the LAR on or before April 15, 2016. If the NRC does not approve the LAR and/or permit Entergy VY to implement the requested changes on or before April 15, 2016, the

Parties agree to negotiate in good faith over the amount and duration of any payments to be made by EVY after June 30, 2020.

3. If, after this Agreement becomes effective, Entergy VY negotiates an agreement with the Commonwealth of Massachusetts, or an agency thereof ("Massachusetts"), that obligates EVY to make payments to Massachusetts for purposes of supporting offsite emergency planning for VYNPS that total more than \$279,000 for the period July 1, 2016 through June 30, 2020, the Parties shall amend this Agreement to reflect payments to NHHSEM that, in the aggregate, equal the aggregate amount that EVY will pay to Massachusetts for the period through June 30, 2020.
4. NHHSEM and Entergy VY have negotiated and executed a mutually-acceptable Letter of Agreement applicable to the PDEP. In support of this Letter of Agreement, NHHSEM shall provide a letter to Entergy VY expressing that NHHSEM is not opposed to the NRC approval of the LAR and reflecting New Hampshire's acknowledgements regarding the LAR, PDEP, and revised emergency action levels that are discussed in the introductory paragraphs of this Agreement. NHHSEM shall provide this letter to Entergy VY within five business days of the effective date of this Agreement. NHHSEM agrees that Entergy VY may provide the letter to the NRC at its discretion.
5. The introductory paragraphs of this Agreement express the intentions of the Parties with respect to VYNPS and the LAR. The binding obligations of the Parties pursuant to this Agreement are set forth in paragraphs 1 through 16. Except as expressly stated in this Agreement, the Parties retain all authority and reserve all rights to take any actions authorized by law. Other than the obligations specifically and expressly undertaken in this Agreement, the Parties reserve and retain all rights.
6. Nothing in this Agreement shall be interpreted as prohibiting or restricting Entergy VY from complying with any requirements or orders of the NRC, or any obligation under its NRC license. To the extent that Entergy VY would be required to obtain approval from the NRC in order to fulfill any obligation under this Agreement, Entergy VY shall pursue such NRC approvals diligently and in good faith, and shall advance each related request by a date reasonably expected to be necessary to meet its obligations under this Agreement.
7. The Parties have made compromises on specific issues to reach this Agreement. This Agreement, and any implementing provisions of this Agreement shall not be construed by any Party or tribunal as having precedential impact on any future proceedings involving the Parties, except in a proceeding to enforce the terms of this Agreement.
8. Any notice given pursuant to this Agreement shall be in writing and delivered by: hand (with mailed confirmation copy); receipted overnight delivery service; email (if acknowledged by a reply email from the recipient identified in this Agreement); or mail, first class postage prepaid, with receipted delivery, to the other Party at the address set forth below:

If to NHHSEM:

Director, New Hampshire Division of Homeland Security and Emergency Management
33 Hazen Drive
Concord, NH 03305

If to Entergy VY:

Entergy Nuclear Vermont Yankee, LLC Site Vice President
P.O. Box 250
320 Governor Hunt Rd Vernon, VT 05354

With a copy to:

Entergy Nuclear Vermont Yankee, LLC General Counsel
639 Loyola Avenue
New Orleans, LA 70113

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire, except for its conflicts of law principles, and the courts of the State of New Hampshire shall be the venue for enforcement of any disputes arising under this Agreement. The Parties reserve all rights regarding other possible venues. The Parties' obligations under this Agreement are to be applied and enforced consistent with the plain meaning of the language used herein.
10. Entergy VY and NHHSEM each enter into this Agreement freely and after opportunity for and actual consultation with all desired counsel, legal and otherwise, of its choice.
11. Entergy VY and NHHSEM shall reasonably and in good faith cooperate in connection with this Agreement, including by providing executed versions of documents reasonably requested in connection with carrying out the objectives of this Agreement.
12. EVY, ENO, and NHHSEM each represent that it possesses the power and authority to execute, deliver and perform its obligations under this Agreement, which obligations are valid, binding, and enforceable under this Agreement.
13. This Agreement shall be binding on, and inure to the benefit of, the respective successors and assigns of Entergy VY and NHHSEM and, in any event, shall continue to be binding upon the Parties. Any Party may name a successor or assign its rights under this Agreement by providing notice to and receiving consent from the other parties pursuant to paragraph 10 of this Agreement, such consent not to be unreasonably withheld.
14. This Agreement constitutes the entire agreement between the Parties. This Agreement shall not be changed, modified, or altered in any manner except by an instrument in writing executed by the Parties.

15. If any part of this Agreement is determined not to be valid, such provision shall be null and void, and the remainder of the Agreement shall continue in full force and effect.

16. This Agreement is effective as of June 26, 2015.

IN WITNESS WHEREOF, the parties below enter into this Agreement as a sealed instrument. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the party on whose behalf it is indicated that the person is signing.

**NEW HAMPSHIRE DIVISION OF HOMELAND SECURITY AND
EMERGENCY MANAGEMENT**

By:

Name: *B. S. Plummer*

Title: *Director, NHSEM*

Date: *6/26/2015*

ENERGY NUCLEAR VERMONT YANKEE, LLC

By: *Chris Wamser*

Name: *Christopher T. Wamser*

Title: *Site Vice President*

Date: *6/26/15*

ENERGY NUCLEAR OPERATIONS, INC.

By:

Name: *T. Michael Twomey*

Title: *VP External Affairs*

Date: *6/30/15*

**TITLE VIII
PUBLIC DEFENSE AND VETERANS'
AFFAIRS**

**CHAPTER 107-B
NUCLEAR PLANNING AND RESPONSE PROGRAM**

Section 107-B:5

107-B:5 Fund Established. – All funds collected under this chapter shall be deposited in the state treasury as "restricted revenues." The full amount shall be credited to the New Hampshire nuclear planning and response fund and shall be used exclusively for the New Hampshire nuclear planning and response program.

Source. 1981, 549:2, eff. June 30, 1981.