

**VERMONT YANKEE NUCLEAR POWER STATION
PROTOCOLS FOR NON-RADIOLOGICAL SITE REMEDIATION AND RESTORATION**

MOU Para. 5(k)

October 30, 2019

TABLE OF PROTOCOLS

- I. PURPOSE AND SCOPE; GENERAL REQUIREMENTS
- II. INFORMATION SHARING
 - A. Methods for Sharing Documents and Information
 - B. Information Requests; Access to Information
 - C. Management of Confidential Information
 - D. Technical Meetings
- III. SITE ACCESS
 - A. Purposes
 - B. Inspections and Site Visits
 - C. Access; Security Clearances
- IV. ENVIRONMENTAL MEDIA SAMPLING
- V. INVESTIGATION; REMEDIATION; RESTORATION ACTIVITIES
 - A. Work Plan Review
 - B. Site Investigation; Remediation
 - C. Site Restoration
- VI. NOTIFICATIONS
 - A. Party Contact Information
 - B. Form of Notification
- VII. MODIFICATIONS; ADDITIONAL PROTOCOLS
- VIII. DEFINITIONS

**VERMONT YANKEE NUCLEAR POWER STATION
PROTOCOLS FOR NON-RADIOLOGICAL SITE REMEDIATION AND RESTORATION**

I. PURPOSE AND SCOPE; GENERAL REQUIREMENTS

- A. On December 6, 2018, the Vermont Public Utilities Commission issued an order in Docket 8880 approving the acquisition of Entergy Nuclear Vermont Yankee, Inc., by, and transfer of the license formerly held by Entergy for the Vermont Yankee Nuclear Power Station located in Vernon, Vermont (the “Site”) to, NorthStar Decommissioning Holdings, LLC (the “Order”). The Order adopted the provisions of a Memorandum of Understanding (#8880) executed on March 2, 2018 by the Agency of Natural Resources (“ANR”), Department of Health (“VDH”), NorthStar, and other parties to the proceeding (the “MOU”).
- B. Paragraph 5(k) of the MOU requires that NorthStar shall work cooperatively with ANR and VDH (NorthStar, ANR, and VDH hereinafter collectively referred to as “the Parties”) to develop appropriate protocols related to non-radiological remediation and restoration of the Site (“protocols”). The MOU requires that the protocols address the following regarding these activities at the Site:
1. Information sharing;
 2. Obtaining samples from onsite environmental media;
 3. Conducting site visits and inspections;
 4. Site characterization, remediation, site restoration; and
 5. Notifications.
- C. These protocols are adopted by ANR, VDH, and NorthStar pursuant to MOU paragraph 5(k) in order to facilitate coordination among ANR, VDH, and NorthStar in the performance and oversight of post-closure work at the Site. NorthStar shall ensure that all remediation and restoration activities performed at the Vermont Yankee Site, including activities performed by NorthStar’s contractors, subcontractors, agents, or representatives, comply with these protocols. ANR and VDH, and their contractors and representatives, shall ensure that ANR and VDH oversight of post-closure activities at the Site comply with these protocols.
- D. Except where these protocols provide specific terms or obligations regarding the performance of activities identified in subsection (B) of this section, these protocols are not intended to, nor shall they limit or modify NorthStar’s obligations to comply with the Order or applicable laws and regulations.
- E. Nothing in these protocols shall affect, restrict, or limit the jurisdiction or regulatory authority of any state or federal agencies over NorthStar, or the Site. Where a conflict exists between these protocols and the provisions of applicable law, regulation, or Order, the provisions of law, regulation, or Order shall govern.

- F. These protocols shall be made publicly available and may be modified upon written agreement of the Parties in accordance with Section VII of these protocols.
- G. The Parties will in good faith prudently manage resources in a reasonable manner to avoid unnecessary expenditures in meeting applicable laws, regulations, and orders.

II. INFORMATION SHARING

A. Methods for Sharing Documents and Information.

- 1. With the exception of hand written, original field forms and files that predate technology, (i.e. construction drawings/documents) all reports, plans, data, and other documents and information related to the investigation, remediation, or restoration of the Site submitted to ANR or VDH shall be submitted electronically as text searchable PDF files, unless otherwise agreed to by the Parties.
- 2. NorthStar shall be responsible for obtaining and producing copies of documents and information requested by ANR or VDH that may be in the possession, custody, or control of NorthStar's contractors, subcontractors, agents, or representatives.
- 3. If paper or hard copy documents, such as PowerPoint presentations or handouts, are used by either party at a meeting concerning the activities governed by these protocols, electronic versions shall also be made available by email to meeting participants. Reasonable efforts shall be made to provide electronic copies to the Parties prior to the date and time of the meeting in which the information will be presented.
- 4. Upon request by ANR or VDH, NorthStar shall make available, for purposes of investigation or information gathering, its employees, contractors, agents, and representatives, that have knowledge of relevant facts concerning performance of work at the Site.

B. Information Requests; Access to Information.

- 1. NorthStar shall ensure that all required documents relating to the investigation, remediation, and restoration activities at the Site are retained in accordance with applicable regulatory document retention requirements.
- 2. NorthStar shall produce all requested documents, data, and other information relating to the non-radiological characterization, remediation, and restoration activities at the Site. Upon receipt of a request for such, NorthStar shall, as directed by the Secretary or Commissioner:
 - a. Copy and furnish to the Secretary or Commissioner all documents, data, and information responsive to the request; or
 - b. Grant access at all reasonable times to any facility, establishment, property, or location to inspect and copy all documents, data, or information responsive to the request; or

- c. Provide a written explanation that the document, data, or other information has already been provided to the Secretary or Commissioner and a reference to the documents, data, information, or other matter under which the Secretary or Commissioner has already obtained the requested information.
3. Unless otherwise specified in a request, NorthStar shall provide a written response, furnish copies of all requested documents, data, or information, or requested access, within 10 business days of the date of receipt of the request. ANR and/or VDH may approve an alternative schedule for the production of or access to the requested information.

C. Management of Confidential Information.

1. To the extent practicable, NorthStar shall produce all information requested or required to be produced to ANR or VDH in non-redacted format such that the information can be managed efficiently by the ANR and VDH and may be made available to the public. If no designation or justification accompanies a document that is submitted to ANR or VDH, the public may be given access to such documents without further notice to NorthStar.

If NorthStar determines that any documents or other information to be submitted to ANR or VDH constitutes NorthStar trade secret or confidential business information or other information that is exempt from the public inspection and copying requirements of the Vermont Public Records Act, (1 V.S.A. § 315-320), NorthStar shall designate the information as such, and shall:

- (a) provide a non-redacted version of the requested document or information that clearly identifies each page or section of the document or information that it believes is trade secret, confidential, or otherwise exempt from disclosure;
- (b) identify in writing each privilege or other exemption that applies to the designated page or section, and a detailed justification for the applicability of each privilege or exemption; and
- (c) for documents and information alleged to contain NorthStar trade secret information, confidential business information, or proprietary information, provide:
 - i. The extent to which the information is known outside of NorthStar and/or its parent(s) or affiliate(s);
 - ii. The extent information is known by employees and independent contractors;
 - iii. The measures taken to guard the secrecy of the document or information;
 - iv. The value of the information to NorthStar, its parent(s), its affiliate(s), and competitors;
 - v. The amount of effort or money used to develop the information or document;
 - vi. The ease or difficulty of others in acquiring or duplicating the information or document; and

6. As required by the MOU, Paragraph 5(k), NorthStar shall provide to VDH copies of all decommissioning radiological surveys and radiochemical analysis data provided to the NRC or maintained on site as required by NRC regulations.

D. Technical Meetings.

1. To facilitate the sharing of information, updates and schedule changes, and documents, related to Site activities, the Parties shall hold regular technical meetings. Meetings shall be held no less frequently than once every two weeks until all site characterization, remediation and restoration activities have been completed as determined by ANR and VDH. Meetings may be held in person, including at ANR offices or the Vermont Yankee Site, or via teleconference call. The technical meeting location will be determined at least 5 business days prior to each meeting. An alternative scheduled may be established by mutual agreement of the Parties.
2. Meetings may be held in conjunction with or as part of meetings with other Vermont agencies or stakeholders, as may be appropriate. Reasonable efforts shall be made by the Parties to provide an agenda, list of participants, and relevant meeting materials to all meeting participants prior to the date and time of the meeting. The agenda shall be provided by the party that requests the meeting.

III. SITE ACCESS

A. Purposes.

ANR and VDH, and their contractors and agents, may require access to the Site, including for, but not limited to, the following purposes:

1. Verifying data or information submitted to ANR or VDH;
2. Reviewing requested documents, data, or other information;
3. Conducting investigations regarding contamination at or near the Site;
4. Monitoring and oversight of investigation, remediation, and restoration activities;
5. Assessing compliance with the MOU, approved work plans, and applicable regulations;
6. Obtaining independent samples of onsite environmental media;
7. Assessing the need for planning, or implementing additional investigation, remediation, or restoration actions at or near the Site;
8. Assessing implementation of quality assurance and quality control practices;
9. Determining whether the Site or adjacent property is being used in a manner that may be interfering with investigation, remediation, or restoration actions at the Site; and

10. Implementing, monitoring, maintaining, reporting on, and enforcing any restrictions on the use of the Site acquired by ANR or VDH through institutional controls.

B. Inspections and Site Visits.

1. Inspections or site visits by ANR and VDH and their contractors may be unannounced.
2. ANR, VDH, and their contractors or agents shall provide appropriate identification including required personal information necessary to obtain needed security clearance(s) in accordance with subsection (C) of this section prior to conducting an inspection, site visit, or conducting sampling.
3. Nothing in these protocols shall limit, restrict, or otherwise affect ANR's or VDH's entry to the Site as allowed by law, regulation, or Order, including access to radiologically-controlled areas.

C. Access; Security Clearances.

1. ANR and VDH acknowledge that security clearance is required for ANR, VDH, their contractors, and representatives to access portions of the Site. Any personnel granted access (i.e. badged) shall be responsible to maintain current all applicable access training requirements.
2. The Site is an active Decommissioning Project and special instruction related to hazards and unsafe conditions may be required in certain work areas in order to comply with OSHA 29 CFR 1926.21. In a work place where conditions are constantly changing: "*The employer shall instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to his work environment to control or eliminate any hazards or other exposure to illness or injury.*" ANR and VDH (or their contractor) must comply with these requirements, and site visits will be coordinated with site operations to brief visitors to the current hazards.
3. The issuance of security clearances shall not be unduly delayed or denied by NorthStar following a request for access. Withholding security clearances shall not be used by NorthStar to prevent lawful site access by State personnel. If a security clearance is denied, NorthStar shall promptly notify the party as to the reasons for denial and shall offer an alternative manner by which the individual may obtain access to the Site for the requested purposes to the full extent allowed by law, regulation, or order.
4. NorthStar shall provide advanced written notice to ANR and VDH of any anticipated changes to applicable security clearance or access requirement that may require changes to clearances issued to ANR, VDH, their contractors, or representatives.
5. Security clearances shall remain valid until all site investigation, remediation, and restoration activities have been completed as determined by ANR and VDH, unless withdrawn by ANR or VDH or upon withdrawal by mutual agreement of NorthStar and ANR or VDH.

IV. ENVIRONMENTAL MEDIA SAMPLING

- A. ANR and VDH reserve the right to monitor or observe, or to have their representatives or contractors monitor or observe, any sampling performed as part of investigation, remediation, or restoration activities. Monitoring may include the installation and operation of an air sampler at the Site. ANR and VDH, and their representatives and contractors, shall have the right to obtain confirmatory measurements and perform confirmatory sampling throughout decommissioning and site restoration, provided it does not interfere with NorthStar's schedule. ANR and VDH will work with NorthStar to coordinate these activities to avoid any unreasonable interference with NorthStar's schedule or site activities.
- B. Samples required for non-radiological remediation and restoration work at the Site shall be collected and analyzed in accordance with a work plan that has been approved by ANR and/or VDH, including an ANR-approved Quality Assurance Project Plan (QAPP). NorthStar shall notify the ANR and VDH of any sampling proposed to occur at the Site that is not planned as part of a sampling or other work plan that has been approved by ANR or VDH. Any additional sampling determined necessary and requested by NorthStar in writing shall receive a response by ANR and/or VDH in a timely manner as to not unreasonably interfere with NorthStar's schedule. The Parties shall work expeditiously to resolve any disputes related to additional sampling requests. If samples are collected in advance of ANR and/or VDH approval, NorthStar recognizes such samples will be subject to ANR and/or VDH review and approval or rejection for use with respect to the applicable work plan.
- C. NorthStar shall provide applicable sampling results to ANR and VDH in accordance with the I-Rule, the Vermont Radiological Health Rule, all approved work plans, these protocols, and any other applicable requirements.
- D. Upon ANR and/or VDH request, NorthStar shall provide the opportunity for the requesting party to conduct confirmatory measurements and/or collect samples, or other results during the performance of non-radiological characterization, remediation, and site restoration, provided that such provision does not interfere with NorthStar's schedule for Site activities. Where such interference would result, NorthStar shall provide the requested measurements, samples, or results to the State at the earliest reasonable time that such request would not cause an interference with the schedule. NorthStar may request copies of all data collected by ANR and/or VDH or its contractors including field notes, laboratory data and validation reports.
- E. Split samples may be collected by ANR, VDH, or their representatives or contractors simultaneously with NorthStar sampling activities. Split samples may be collected for environmental media and other materials, including but not limited to: groundwater, river water and sediments, soils, building materials and demolition debris. NorthStar may request copies of data for any split samples collected, as well as field notes, and documentation.

V. INVESTIGATION; REMEDIATION; RESTORATION ACTIVITIES

- A. Work Plan Review.
 - 1. NorthStar shall submit for review and approval all required work plans and testing/sampling protocols prior to implementation of the plans. Unless otherwise approved by the appropriate party (ANR

and/or VDH), NorthStar and its contractors shall not proceed with activities under such plans or protocols until written approval by ANR and/or VDH (as appropriate) has been obtained.

2. ANR and VDH agree to work expeditiously with NorthStar and its contractors to review the work plans necessary to facilitate site investigation, remediation, and restoration activities at the Site.
3. ANR and VDH shall provide reviews of proposed work plans in the form of written comments. NorthStar shall respond to any comments in writing, and such response shall be provided along with a revised work plan. As part of any work plan required to be developed by NorthStar, ANR may request an itemized cost estimate for non-radiological site investigation, remediation, or corrective action activities proposed for the Site. A cost estimate shall be broken down by task, materials, labor costs, sub-contractor costs, and equipment costs. Estimates for subcontractors shall also be itemized into labor, materials, and equipment costs. Lump-sum estimates shall not be acceptable.

B. Site Investigation; Remediation.

1. In accordance with the MOU, Paragraph 5(d)(1)(a), NorthStar may perform site investigation and characterization activities in a phased manner (by designation “operable units”). Prior to implementation of activities in a phased approach, NorthStar shall provide ANR and VDH with a list and delineation of proposed operable units for the Site, including a detailed description as to whether Site investigation or remediation activities will create an actual conflict with the Atomic Energy Act (AEA). ANR and VDH may request additional information related to a claim that any activities will create an actual conflict with the AEA.
2. Building materials shall be characterized for hazardous waste and hazardous materials, including asbestos and lead, prior to commencement of building demolition activities. Sampling shall be performed in accordance with approved work plans and all applicable federal and state requirements. Sampling results for hazardous waste, hazardous materials, and lead and asbestos characterization shall be provided to ANR and VDH prior to abatement and building demolition activities in accordance with applicable regulatory requirements and these protocols.

C. Site Restoration. (Reserved).

VI. NOTIFICATIONS

A. Party Contact Information.

1. The individuals identified in this section shall be contacts for the Parties to receive all notifications, reports, work plans, records, and other information related to the performance of activities occurring at the Site and including submission of all notifications and other documents required by these protocols. Contact information or a designated individual may be changed with written notice and may be incorporated by reference herein without amending these protocols.
2. NorthStar:

Corey Daniels, VY ISFSI Senior Manager

NorthStar Nuclear Decommissioning Co., LLC
Office: 802-451-5354 x2501
Cell: 603-313-0944
cdaniels@northstar.com

Billy Reid, Program Manager
NorthStar Nuclear Decommissioning Co., LLC
Cell: 865-384-6789
breid@northstar.com

Nelson Langub, Decommissioning Project Senior Manager
NorthStar Nuclear Decommissioning Co., LLC
Cell: 404-707-1587
nlangub@northstar.com

3. Haley & Aldrich (NorthStar contractor)

Nadia Glucksberg, PG, LEP
75 Washington Ave, Suite 1A
Portland, ME 04101
Office: 207.482.4623
Cell: 207.632.4016
nglucksberg@haleyaldrich.com

4. Agency of Natural Resources (ANR)

Gerold Noyes, PE
Agency of Natural Resources
Waste Management & Prevention Division
One National Life Drive, Davis 1
Montpelier, VT 05620
802-522-5614
Gerold.Noyes@vermont.gov

Chuck Schwer, Division Director
Agency of Natural Resources
Waste Management & Prevention Division
One National Life Drive, Davis 1
Montpelier, VT 05620
802-249-5324
Chuck.Schwer@vermont.gov

5. Department of Health (VDH)

William Irwin, ScD, CHP, Director
Radiological Health
Department of Health
108 Cherry St.
PO Box 70 – Drawer 30
Burlington, VT 05412-0070
802-316-0119
802-863-7238
William.Irwin@vermont.gov

Chris Kinnick, Engineer
Lead and Asbestos Regulatory Program
Department of Health
108 Cherry St.
PO Box 70 – Drawer 30
Burlington, VT 05412-0070
802-863-7382
Christopher.Kinnick@vermont.gov

B. Form of Notification.

1. All approvals, consents, deliverables, modifications, notices, notifications, objections, proposals, reports, and requests required by the Order or these protocols shall be in writing unless otherwise specified. Except as otherwise provided, notice to a party by email or by regular mail in accordance with this procedure shall satisfy the notice requirements regarding such party.
2. Whenever notice is required, or a report or other document is required to be sent, by one party to another, the notice or report must be directed to the person(s) specified in Section VI(A) above. Other appropriate party contacts or representatives may be included on the communications, as necessary.
3. All notices provided shall be effective upon receipt, unless otherwise specified.

VII. MODIFICATIONS; ADDITIONAL PROTOCOLS.

- A. NorthStar may request that ANR and/or VDH modify any deadline established in the MOU, Order, or these protocols. ANR and VDH agree to grant requests for extensions made by NorthStar provided that such requests are made in a timely manner (prior to scheduled activities) and are otherwise reasonable. Such requests shall be made in writing, and shall propose an alternative schedule and timeline, and provide a justification for why the change is necessary. No modification of established deadlines shall be effective without written approval from ANR and/or VDH, as appropriate.
- B. These protocols may be amended or modified only upon the written agreement of all Parties.
- C. Additional protocols may be developed for coordination of the Parties regarding execution of obligations under the MOU or Order. These additional protocols may address Site activities not approved under work plans as of the effective date of these protocols.

VIII. DEFINITIONS

1. "Agency" or "ANR" shall mean the Vermont Agency of Natural Resources.
2. "Secretary" shall mean the Secretary of the Vermont Agency of Natural Resources or his or her designated representative.
3. "Department" or "VDH" shall mean the Vermont Department of Health.
4. "Document" shall be construed as broadly as possible to include any and all means and media by which information can be recorded, transmitted, stored, retrieved or memorialized in any form, and shall include all originals, prior drafts and versions, and non-identical copies.
5. "Commissioner" shall mean the Commissioner of the Vermont Department of Health or his or her designated representative.
6. "Environmental media" means components of the natural environment, including air, water, soil, and bedrock.
7. "Groundwater" means water below the land surface in a zone of saturation.

8. "Hazardous material" shall be defined as in 10 V.S.A. chapter 159.
9. "Hazardous waste" shall be defined as in 10 V.S.A. chapter 159.
10. "Institutional controls" means non-engineered instruments, such as administrative and legal controls, that help minimize the potential for exposure to a hazardous material or protect the integrity of a remedy.
11. "I-Rule" shall mean the Vermont "Investigation and Remediation of Contaminated Properties Rule, effective July 6, 2019, as amended.
12. "NorthStar" shall mean NorthStar Nuclear Decommissioning Holdings, LLC, NorthStar Nuclear Decommissioning Company, LLC, NorthStar Group Services, Inc., LVI Parent Corporation, and NorthStar Group Holdings, LLC.
13. "NRC" shall mean the Nuclear Regulatory Commission.
14. "Restoration" refers to the period of time after radiological decommissioning of the Site has been completed to the satisfaction of the NRC.

Each person signing this document 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.

VERMONT AGENCY OF NATURAL RESOURCES



By: _____

Name: Chuck Schwer

Title: Division Director

Date: 10/29/2019

VERMONT DEPARTMENT OF HEALTH

By: _____

Name: _____

Title: _____

Date: _____

NORTHSTAR DECOMMISSIONING HOLDINGS, LLC

By: _____

Name: _____

Title: _____

Date: _____

Each person signing this document 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.

VERMONT AGENCY OF NATURAL RESOURCES

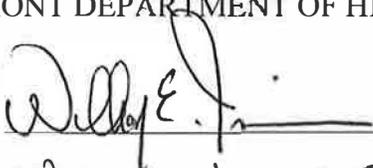
By: _____

Name: _____

Title: _____

Date: _____

VERMONT DEPARTMENT OF HEALTH

By:  _____

Name: William Irwin, ScD, CHP

Title: RADIOLOGICAL Sciences CHIEF

Date: 10/30/19

NORTHSTAR DECOMMISSIONING HOLDINGS, LLC

By: _____

Name: _____

Title: _____

Date: _____

Each person signing this document 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.

VERMONT AGENCY OF NATURAL RESOURCES

By: _____

Name: _____

Title: _____

Date: _____

VERMONT DEPARTMENT OF HEALTH

By: _____

Name: _____

Title: _____

Date: _____

NORTHSTAR DECOMMISSIONING HOLDINGS, LLC

By: 

Name: Gregory G. DiCarlo

Title: Vice President

Date: October 30, 2019