

NEW YORK STATE POLICE
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MEMORANDUM OF UNDERSTANDING
BETWEEN
WEST VALLEY DEMONSTRATION PROJECT
AND
NEW YORK STATE POLICE

This memorandum of understanding (MOU) is entered between the U.S. Department of Energy West Valley Demonstration Project (DOE-WV), New York State Energy Research and Development Authority (NYSERDA), West Valley Nuclear Services Company (WVNSCO) as the DOE-WV's Contractor, and the New York State Police (NYSP).

I. INTRODUCTION

1. The DOE-WV has the overall responsibility for operations of the West Valley Demonstration Project (WVDP) located within the Western New York Nuclear Service Center (WNYNSC) in West Valley, New York.
2. NYSERDA holds the title to the WNYNSC on behalf of the State of New York and has overall responsibility for the operation of the State-Licensed Disposal Area (SDA) within the WNYNSC, located in West Valley, New York.
3. The WVNSCO is the DOE Contractor at the WVDP.
4. The NYSP is responsible for state-wide law enforcement services and will provide such services to the WVDP, Ashford Office Complex (AOC), and SDA during emergencies or upon request by a WVDP Security Representative for protective services in response to threats, suspected criminal acts, or special assistance support.

II. PURPOSE

5. The purpose of this MOU is for the NYSP to provide timely and effective response to the WVDP, AOC, and the SDA to an emergency situation or request for protective services in response to threats, suspected criminal acts, special assistance support, or another incident at WVDP (hereinafter, incident). The NYSP shall conduct law enforcement services in accordance with applicable state and local laws and ordinances.

III. AUTHORITY

6. DOE-WV enters into this MOU under the authority of DOE Order 151.1, "Comprehensive Emergency Management Systems" and DOE Order 473.2, "Protective Force Program."

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IV. RESPONSIBILITIES

7. In the event of an incident at the WVDP, the AOC or the SDA, the DOE-WV and the NYSP agree that initial notification for NYSP assistance shall be made by telephone through the Olean Barracks, in Olean, New York. Radio requests will be made only in the event of a failure of the telephone system.
8. The NYSP agrees to provide law enforcement support to the WVDP facilities, including the SDA and AOC when requested by a WVDP Security Representative or from persons holding the office or position listed in Section VII.
9. The DOE-WV and NYSP agree that the Olean Barracks and the WVNS Security Manager will serve as the focal points when services are required.
10. The DOE-WV agrees that NYSP personnel responding to any incident at WVDP, the AOC or the SDA will be under the direct supervision of the senior trooper or NYSP's supervisor at the time the request is made and that responding NYSP personnel will be escorted by WVDP protective force members while on the WVDP, the AOC and the SDA. It is anticipated by NYSP that certain areas of the site contain radiological hazards and access to these areas may result in excess exposure to these hazards. NYSP personnel will coordinate with site personnel before entering.
11. The DOE-WV agrees to provide the NYSP with office space and telephone service to conduct strategic planning, command and control communications, and tactical operations with the Olean Barracks and all other law enforcement agencies involved with the incident at the WVDP, the AOC or the SDA.
12. The NYSP agrees that as soon as the incident is abated, the senior trooper on-duty or trooper's supervisor at WVDP, AOC and SDA will provide the WVDP Security Representative with the names of all law enforcement personnel who entered the WVDP, the AOC or the SDA.
13. All arrests and seizures of controlled substances, contraband, or other material confiscated by the NYSP as evidence shall be conducted in accordance with applicable federal, state, and local laws and ordinances.
14. The DOE-WV agrees to familiarize the NYSP at least once a year with a tour of the WVDP, the AOC and the SDA. The tour will consist of a review of the types of threats which could activate this MOU, an orientation to the facilities, an overview of the WVDP Emergency Response Organization and applicable emergency plans and implementing procedures, an overview of radiological concerns, and a review of WVDP security procedures, protocol, and techniques used at the WVDP, the AOC and the SDA during an incident

V. FUNDING

15. This MOU is not entered into as a basis for the transfer of funds between the parties nor is it entered into to obligate any party to provide funds to another party.

VI. TERMS OF AGREEMENT

16. The DOE-WV and the NYSP agree to periodically meet as may be mutually agreed, but not less than annually, to review the terms of this MOU.
17. This MOU may only be modified or amended by a written agreement signed by all parties who signed Section VII of this MOU.
18. This MOU shall become effective upon the date of the last signature hereto and shall remain in effect until canceled by the mutual agreement of the parties or by either party upon providing a 30-day written notice to the other parties by certified mail.
19. WVNSCO, as the DOE Contractor, agrees to assist DOE-WV in carrying out the terms of this MOU as requested by DOE-WV and to the extent permitted by WVNSCO's contract with DOE-WV.

VII. PARTIES OF AGREEMENT

20. The following shall be designated parties for the implementation of this MOU:

Department of Energy
West Valley Demonstration Project

By: Alice C. Williams Date: 7/3/2002
Alice C. Williams, Director

New York State Energy Research and Development Authority

By: Paul L. Piciulo Date: 7/1/2002
Paul L. Piciulo, Program Director

New York State Police

By: Magnum Michael F. McManis Date: 06-10-02

West Valley Nuclear Services Company

By: James L. Little Date: 7/10/02
James L. Little, President