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# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DANBURY MUNICIPAL AIRPORT  
P.O. BOX 2299  
DANBURY, CT. 06813-2299

AIRPORT ADMINISTRATOR  
PAUL D. ESTEFAN  
(203) 797-4624

November 17, 2014

Mayor Mark D Boughton

Honorable Members of the City Council

City of Danbury

Honorable Mayor Boughton & Member of the City Council,

Attached is for your consideration is a letter of Agreement Between Entergy Nuclear Operations, Inc., as Agent for Entergy Nuclear Indian Point 2, LLC and Entergy Nuclear Indian Point 3, LLC and the Danbury Airport.

This agreement would allow Entergy Nuclear to drop and ship needed supplies to the Indian Point Nuclear plant in the event of an emergency at the Plant. The F.N.R.C. is requiring the plant to have an airport outside of their area to bring needed supplies in the event of an emergency. The supplies would be airlifted from our Airport to the Plant in New York . They will not be brought back to our airport once they are airlifted.

I am recommending to you and the City Council act favorable to this request.

Sincerely,

Paul D Estefan

Airport Administrator / Director of Civil Preparedness

Estefan115





# RESOLUTION

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CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A.D. 2014

**RESOLVED** BY THE CITY COUNCIL OF THE CITY OF DANBURY

**WHEREAS**, Entergy Nuclear Operations, Inc., as agent for Entergy Nuclear Indian Point 2, LLC and Entergy Nuclear Indian Point 3, LLC, desire to use the Danbury Municipal Airport ("DXR") for planning, response and assistance with regard to large scale external events affecting the Indian Point plant ("Plant"); and

**WHEREAS**, this cooperative arrangement includes the shipping of supplies and equipment as necessary airlifted from the DXR to the Plant; and

**WHEREAS**, the Letter of Agreement proposed sets forth the conditions of this strategic alliance.

**NOW, THEREFORE, BE IT RESOLVED THAT** Mark D. Boughton, Mayor of the City of Danbury be and hereby is authorized to execute a **Letter of Agreement Between Entergy Nuclear Operations, Inc. as Agent for Entergy Nuclear Indian Point 2, LLC and Entergy Nuclear Indian Point 3, LLC and Danbury Airport** and take such other action as may be required in furtherance thereof.

Letter of Agreement  
Between  
Entergy Nuclear Operations, Inc., as Agent for  
Entergy Nuclear Indian Point 2, LLC and Entergy Nuclear Indian Point 3, LLC  
And  
Danbury Airport

This agreement is by and between Entergy Nuclear Operations, Inc. ("ENOI"), as agent for Entergy Nuclear Indian Point 2, LLC and Entergy Nuclear Indian Point 3, LLC, the owners of the Indian Point Energy Center ("IPEC"), and Danbury Airport (together with ENOI hereinafter called the "Parties").

I. Purpose

The purpose of this agreement is to establish and maintain a cooperative relationship between the Parties with particular regard for the planning, response and assistance with respect to a potential large scale Beyond Design Basis External Event (BDBEE) (tornado strike, flooding, earthquake, etc.) at IPEC.

The Strategic Alliance for FLEX Emergency Response (SAFER) team, an alliance between AREVA and Pooled Equipment Inventory Corporation (PEICo), has been established. The SAFER team is contracted by the nuclear industry through PEICo to establish Regional Response Centers (RRC) operated by Pooled Inventory Management (PIM) and in collaboration with AREVA to purchase, store, and deliver emergency response equipment in the case of a major nuclear accident or Beyond Design Basis External Event in the U.S.

It is the intent of this agreement (1) to identify the responsibilities of the Parties in an emergency response, (2) to identify services to be provided, (3) to formalize emergency notification interfaces, and (4) to establish a mechanism for exchange and dissemination of information relevant to emergency planning and response.

Note: This Letter of Agreement is not a part of the regulatory design basis for the radiological emergency plan.

II. Responsibilities

With respect to emergency planning and to the response of each party to potential or actual events at IPEC which would require action by each party in accordance with this agreement, the Parties agree to be responsible for the following:

- A. Entergy Nuclear Operations, Inc. agrees:

1. That it will notify the Danbury Airport of a BDBEE directly or through the Connecticut State Emergency Operations Center. Notification will be made as quickly after the occurrence of a BDBEE as conditions permit;
2. That it will provide, from its resources, a liaison to interface with the SAFER Regional Response Center personnel en route to, upon arrival at, and during operations at the Danbury Airport and to maintain communications with airport officials throughout the event;
3. That it will make arrangements for security at the airport for SAFER equipment and operations with the goal of not interfering in normal airport operations;
4. That it will reimburse the airport for purchases of fuel for helicopter air operations;
5. That it will make repairs or reimburse the airport for any damages cause by truck traffic during staging area operations;
6. That it will make biennial arrangements to review this letter of agreement with Danbury Airport to determine if changes are needed.

B. Danbury Airport, agrees:

1. To coordinate the opening of airport buildings and grounds for use as agreed to in the IPEC SAFER Site Response Plan, including relocation of aircraft as necessary in the hanger or tarmac tie down positions;
2. To provide mutual coordination with the IPEC liaison and SAFER Staging Area Coordinator to help ensure normal air operations are not disrupted to the extent possible;
3. To provide fuel as needed from normal suppliers to support air operations moving equipment to IPEC. Fuel costs should be reasonably close to normal retail rates with provisions for cost associated with emergency deliveries;
4. To Review the agreement biennially with IPEC personnel to determine if changes are needed;
5. To participate in and allow use of the facility for drills as required by the Nuclear Regulatory Commission during an 8 year drill planning cycle.

C. All Parties agree to the following:

1. To provide liaisons for communications purposes during real events and drills;

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2. To periodically review the status of plans, agreements, and capabilities which may require revision and/or further development, and to conduct drills/tabletops involving emergency response;
3. Nothing expressed or implied in this agreement shall relieve Entergy Nuclear Operations, Inc. of its legal responsibilities under the laws of Connecticut, or restrict Entergy Nuclear Operations, Inc. from compliance with any law, or any regulations or requirement of the U.S. Nuclear Regulatory Commission over the licensing or operation of the Indian Point Energy Center facility.
4. This agreement shall not serve to limit any action of the Danbury Airport under the laws of Connecticut or the Federal Aviation Administration to carry out its responsibilities in all areas not prohibited by law.

This Letter of Agreement shall remain in effect until expressly revoked by either party and may be modified upon the mutual consent of the Parties. This letter should be reviewed and updated as appropriate by each party once every two years.

For Entergy Operations. Inc.: \_\_\_\_\_  
Site Vice President Date

For Danbury Airport: \_\_\_\_\_  
Date