

EDO Principal Correspondence Control

FROM: DUE: / / EDO CONTROL: G20070685  
DOC DT: 09/26/07  
FINAL REPLY:

Sherwood Martinelli  
FUSE USA

TO:

Chairman Klein

FOR SIGNATURE OF : \*\* GRN \*\* CRC NO: 07-0662

DESC:

Reasonable Assurance - Indian Point  
(EDATS: SECY-2007-0388)

ROUTING:

Reyes  
Virgilio  
Kane  
Ash  
Ordaz  
Burns  
Dyer, NRR  
Cyr, OGC

DATE: 09/28/07

ASSIGNED TO:

CONTACT:

RI

Collins

SPECIAL INSTRUCTIONS OR REMARKS:

. For Appropriate Action.



**EDATS Number:** SECY-2007-0388

**Source:** SECY

## General Information

**Assigned To:** Region I

**OEDO Due Date:** NONE

**Other Assignees:**

**SECY Due Date:** NONE

**Subject:** Reasonable Assurance - Indian Point

**Description:**

**CC Routing:** NRR

**ADAMS Accession Numbers - Incoming:** NONE

**Response/Package:** NONE

## Other Information

**Cross Reference Number:** G20070685, LTR-07-0662

**Staff Initiated:** NO

**Related Task:**

**Recurring Item:** NO

**File Routing:** EDATS

**Agency Lesson Learned:** NO

**Roadmap Item:** NO

## Process Information

**Action Type:** Appropriate Action

**Priority:** Medium

**Signature Level:** No Signature Required

**Sensitivity:** None

**Urgency:** NO

**OEDO Concurrence:** NO

**OCM Concurrence:** NO

**OCA Concurrence:** NO

**Special Instructions:** For Appropriate Action.

## Document Information

**Originator Name:** Sherwood Martinelli

**Date of Incoming:** 9/26/2007

**Originating Organization:** FUSE USA

**Document Received by SECY Date:** 9/28/2007

**Addressee:** Chairman Klein

**Date Response Requested by Originator:** NONE

**Incoming Task Received:** E-mail

OFFICE OF THE SECRETARY  
CORRESPONDENCE CONTROL TICKET

Date Printed: Sep 28, 2007 12:55

PAPER NUMBER: LTR-07-0662

LOGGING DATE: 09/27/2007

ACTION OFFICE: ED/GC

AUTHOR: Sherwood Martinelli

AFFILIATION: NY

ADDRESSEE: Dalel Klein

SUBJECT: The definition of reasonable assurance

ACTION: Appropriate

DISTRIBUTION: Chairman, Comrs

LETTER DATE: 09/26/2007

ACKNOWLEDGED: No

SPECIAL HANDLING: Made publicly available in ADAMS via EDO/DPC

NOTES:

FILE LOCATION: ADAMS

DATE DUE:

DATE SIGNED:

**CHAIRMAN - The Definition of Reasonable Assurance...seeking clarity.**

**From:** <RoycePenstinger@aol.com>  
**To:** <chairman@nrc.gov>, <fxc@nrc.gov>, <rsb1@nrc.gov>, <nas@nrc.gov>, <ptk@nrc.gov>, <geri\_shapiro@clinton.senate.gov>, <gclary@lohud.com>  
**Date:** 09/26/2007 1:14 PM  
**Subject:** The Definition of Reasonable Assurance...seeking clarity.  
**CC:** <Palisadesart@aol.com>, <ulrich@ulrichwitte.com>, <remyc@prodigy.net>, <acer8sac@comcast.net>, <deb@nukbusters.org>, <crotonshaw@optonline.net>, <phillip@riverkeeper.org>, <luckytown@optonline.net>, <judya814@comcast.net>, <margofrances@yahoo.com>, <mark@longviewschool.org>

Dear Chairman:

On behalf of FUSE USA, and on behalf of the citizen stakeholders living within the shadow of Indian Point, we are constantly told that the evacuation plan, the DBT, and a host of other components, systems and decisions related to your licensee (Entergy) provide reasonable assurance that public health and the environment will be adequately protected.

Ascertaining that fact or even if the claim is valid requires a finite definition of what the NRC means by reasonable assurance, what they mean in the use of the word adequately. IE, in the 10 CFR 54 rules addressing the License Renewal process, it is gleaned that Aging Management programs must be adequate to provide reasonable assurance that public health and the environment will be protected.

What exactly does that REALLY MEAN? The problem is, right now the NRC's use of adequate and reasonable assurance are vague, ambiguous, ever moving targets. That fact makes it very difficult if not impossible for host communities to form and write our contentions. Without the NRC's concrete and specific definition of these terms, we as stakeholders are wrongfully being kept in the dark. This becomes even more apparent when one reviews other License Renewal cases on the NRC docket where it becomes clearly apparent that the NRC is using the vagueness and ambiguity of these words as applied to their 10 CFR rules and regulations to have very differing criteria of acceptability in meeting the rules and regulations of 10 CFR, specifically as relates to License Renewal. You cannot expect to fairly enforce regulations if they are applied differently, unequally, from one licensee to another.

Licensees and the agency regulating them have a burden to operate and regulate in "good faith". To that end, I am asking the NRC, your legal staff, to provide and/or to define VERY SPECIFICALLY and finitely the definition as used by the NRC of adequate (in all its various derivatives) and the term reasonable assurance (in all its various derivatives). The definition is requested to clarify the BENCHMARKS that clearly and concisely define the terms and requirements that a licensee and/or the NRC must meet in fulfilling NRC's own definition of these terms as they are used in the 10 CFR Rules and Regulations. We as a community cannot, and should not have to try to hit the proverbial moving target. As example, Aging Management Plans must be sufficient enough to provide reasonable assurance that the licensee can do a Safe Shut down of the reactor and adequately protect public safety. Without a clear definition of the terms reasonable assurance, and adequate.

It is imperative as our community moves forward into the LRA process for Entergy's aging reactors to know specifically the definition(s) being used by the NRC for these two terms. Based on past history, the first knee jerk response by the NRC is going to be and impulse to write me back claiming that the definition is found on ADAMS if I just take the time to search for it, put together the myriad pieces of the jigsaw puzzle. I've done that, I've spent hundreds of hours on ADAMS, read numerous NUREGS, LIC 100 recommendations, and even the rules of procedure by which the NRC is supposed to abide and operate by. Simply stated, there is no clearly defined FINITE definition of these important terms. I am placing before you a very simple, clearly stated request. Define these two terms in a finite, clearly understood definition that can be used by the stakeholders in reading NRC documents and decisions, in reviewing and preparing comments and/or contentions as relates to the immediate case of Entergy's LRA for IP2 and IP3.

Respectfully,

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For those on the CC list, I would encourage you to write the NRC yourselves demanding that these definitions be clearly and NARROWLY defined so that we can actually understand just what if any assurances our community is really afforded in Entergy's application..to gauge the adequacy of Aging Management plans, we need to know by what measuring stick they are being judged. You can send your request to the commission by writing [chairman@nrc.gov](mailto:chairman@nrc.gov). It is also suggested here, that you begin writing your ELECTED officials asking them to endorse this request for definition of the terms as they are applied to 10 CFR, and to Entergy's fatally flawed LRA. Post this to your list serves, share it with friends in your email trees. We must remove the veil of secrecy, must have a fully open and transparent license renewal process for Indian Point.

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**Concealed Subject:** No  
**Security:** Standard

**Junk Mail Handling Evaluation Results**

Message is eligible for Junk Mail handling  
This message was not classified as Junk Mail

**Junk Mail settings when this message was delivered**

Junk Mail handling disabled by User  
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**Files**

MESSAGE  
TEXT.htm  
Mime.822

**Size**

4931  
6244  
13357

**Date & Time**

Wednesday, September 26, 2007 1:13 PM

**Options**

**Expiration Date:** None  
**Priority:** Standard  
**ReplyRequested:** No  
**Return Notification:** None

**Mail Envelope Properties** (46FA9351.2CD : 9 : 17101)**Subject:** The Definition of Reasonable Assurance...seeking clarity.**Creation Date** Wed, Sep 26, 2007 1:13 PM**From:** <[RoycePenstinger@aol.com](mailto:RoycePenstinger@aol.com)>**Created By:** [RoycePenstinger@aol.com](mailto:RoycePenstinger@aol.com)**Recipients**

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