

ASE-587

# Official Transcript of Proceedings

## NUCLEAR REGULATORY COMMISSION

Title: Entergy Nuclear Operations, Inc.  
Indian Point Units 2 and 3  
Pre-hearing Conference

DOCKETED

January 23, 2012 (11:00 a.m.)

OFFICE OF SECRETARY  
RULEMAKINGS AND  
ADJUDICATIONS STAFF

Docket Number: 50-247-LR and 50-286-LR

ASLBP Number: 07-858-03-LR-BD01

Location: (telephone conference)

Date: Wednesday, January 18, 2012

Work Order No.: NRC-1399

Pages 1054-1100

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UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION

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ATOMIC SAFETY AND LICENSING BOARD PANEL

+ + + + +

PRE-HEARING CONFERENCE

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IN THE MATTER OF: : Docket Nos.  
ENTERGY NUCLEAR : 50-247-LR  
OPERATIONS, INC. : 50-286-LR  
: ASLB No.  
: 07-858-03-LR-BD01

(Indian Point Nuclear :  
Generating Units 2 and 3):

-----x

Wednesday, January 18, 2012

Rockville, MD

The above-entitled matter came on for  
status conference, via telephone, pursuant to  
notice, at 1:30 p.m.

BEFORE:

LAWRENCE G. MCDADE Administrative Judge  
DR. KAYE D. LATHROP Administrative Judge  
DR. RICHARD E. WARDWELL Administrative Judge

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## P R O C E E D I N G S

(1:37:57 p.m.)

ADMINISTRATIVE JUDGE McDADE: Okay. We will come to order. We're here in the matter of Entergy Nuclear Operations Indian Point Nuclear Generating Units 2 and 3. Docket number 50-247-LR and 50-286-LR, ASLPB number 07-858-03, and LRBD01.

We are here based on a proposed settlement agreement regarding New York State Contention 24. This Contention was virtually admitted in our order of July 31<sup>st</sup>, 2008, LBP-0813. That Contention claimed that there was a violation of 10 CFR 54.21(a)1. It challenged the integrity of the containment structure, and alleged there was an inadequate Aging Management Program to insure the continued integrity of the containment structure during the proposed life expansion.

When the Board admitted the Contention, we admitted it in order to "determine what effect, if any, the water cement ratio would have on the integrity of the containment structure and whether any additional AMPs were necessary. And, if so, what those AMPs would include."

We received on December 21<sup>st</sup>, 2011 a proposed settlement agreement. And subsequent to

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1 that, we asked the parties to submit to us various  
2 documentation. The settlement agreement specifically  
3 referred to documents that had been furnished to the  
4 State of New York by Entergy during the course of the  
5 disclosures, and New York indicated that based on  
6 those documents they were satisfied that the current  
7 containment structure was adequate and that the  
8 proposed testing and inspection for the period of  
9 continued operation would be adequate.

10 Prior to approving the settlement  
11 agreement, we wanted to inquire into it. We have  
12 received those documents, and we thank you for them.  
13 We've had the opportunity to review them, and we  
14 wanted to have just before we moved on some questions  
15 of the parties so that we can satisfy ourselves that  
16 the settlement agreement is in the public interest.

17 Specifically, the settlement agreement  
18 makes reference to 10 CFR 50.55(a). That portion of  
19 the Code of Federal Regulation goes on for scores of  
20 pages, but it does require that as a condition of the  
21 license that certain paragraphs included there be part  
22 of the license; (f) having to do with in-service  
23 testing requirements, and Subpart G having to do with  
24 in-service inspection requirements.

25 What we would like to do, and I will allow

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1 either New York or Entergy -- and let me first ask New  
2 York. And if you wish, you can defer to Entergy. Can  
3 you explain at this point, the nature of the testing  
4 and how that has satisfied the interest of New York?

5 Immediately before doing that, though, I  
6 just want to make a record of who is a participant in  
7 this particular call. We will go down, first of all,  
8 the joint motion. New York and Entergy, from New York  
9 State?

10 MR. SIPOS: Yes, good afternoon, Your  
11 Honor. This is John Sipos, S-I-P-O-S. I have Lisa  
12 Burianek here with me in Albany, and Charlie Donaldson  
13 in New York City.

14 ADMINISTRATIVE JUDGE McDADE: And from  
15 Entergy?

16 MR. BASSETTE: Yes, Your Honor, it's Paul  
17 Bassette, Marty O'Neill, and then from Entergy I have  
18 Rich Drake and Alan Cox.

19 ADMINISTRATIVE JUDGE McDADE: And from the  
20 NRC Staff?

21 MR. TURK: Sherwin Turk. I'm joined by  
22 David Roth, Beth Mizuno, Anita Bhosh, and Brian Newell  
23 from my office. Also, Kimberly Green, Abdul Sheikh,  
24 and Raj Auluck.

25 ADMINISTRATIVE JUDGE McDADE: Okay, and

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1 from Riverkeeper?

2 MR. TURK: Oh, I'm sorry, one more on the  
3 telephone, Robert Kuntz.

4 ADMINISTRATIVE JUDGE McDADE: Okay, thank  
5 you, Mr. Turk. From Riverkeeper?

6 MS. BRANCATO: Yes, Your Honor. This is  
7 Deborah Brancato from Riverkeeper.

8 ADMINISTRATIVE JUDGE McDADE: And from  
9 Clearwater?

10 MS. GREENE: Yes, Your Honor. Manna Jo  
11 Greene from Clearwater, also Karla Raimundi.

12 ADMINISTRATIVE JUDGE McDADE: Okay, and  
13 from Connecticut?

14 MR. SNOOK: Robert Snook from Connecticut.

15 ADMINISTRATIVE JUDGE McDADE: Okay. And,  
16 Ms. Matthews, you're also on the line?

17 MS. MATTHEWS: Yes, I am, Your Honor.

18 ADMINISTRATIVE JUDGE McDADE: Okay. From  
19 the New York Department of -- I'm sorry.

20 MS. MATTHEWS: That's okay, Environmental  
21 Conservation.

22 ADMINISTRATIVE JUDGE McDADE: No, no, what  
23 -- I'm sorry. What I was sorry about is not that  
24 you're on the line, Ms. Matthews. It's just that  
25 Judge Lathrop is out in Colorado and was on the line,

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1 and I just got a notice just handed to me that Judge  
2 Lathrop has just been dropped off the call. So, if  
3 you can just hold on for a second here and let us get  
4 Judge Lathrop back on the line. Hold on, please.

5 Okay, we're back on the line. This is  
6 Judge McDade. Judge Lathrop is back on the line.

7 When we left off, the parties had been  
8 identified, all of the participants on the line. Let  
9 me ask, is there anybody else who is on the line that  
10 we have not identified for the record?

11 (No response.)

12 ADMINISTRATIVE JUDGE McDADE: Okay,  
13 apparently not. As I understand the settlement  
14 agreement, there's basically three parts to it. First,  
15 there has been testing, and we have received the  
16 results of that testing which has been quite  
17 extensive. A lot of documentation has been submitted,  
18 and is now part of the record.

19 There is also a commitment to continue  
20 testing and inspection during the period of continued  
21 operation. Also, a commitment on the part of Entergy  
22 to submit the results of that continued testing and  
23 inspection to the State of New York. And also, if for  
24 any reason Entergy were to sell or transfer ownership,  
25 that that commitment would pass to any new owner or

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1 operator of the Indian Point facilities.

2 Let me ask, either -- to ask first New  
3 York and then if you wish you can defer to Entergy,  
4 could you briefly explain the nature of the inspection  
5 and testing that has been done, and is committed to  
6 being done in the future?

7 MR. SIPOS: Your Honor, good afternoon.  
8 John Sipos, again. I think it would be most  
9 appropriate to defer to Entergy, although I am -- Mr.  
10 Donaldson and I are happy to address questions  
11 concerning the settlement. But as to the inspection  
12 that -- with respect to the inspections that have  
13 taken place, and are anticipated to take place for the  
14 period of extended operation for year 40 out to 60, I  
15 believe it would be most appropriate if Entergy  
16 covered that.

17 ADMINISTRATIVE JUDGE McDADE: Okay, Mr.  
18 Sipos. Mr. Bassette. And what we're looking for is  
19 just sort of a brief summary. The documentation has  
20 been submitted. It's part of the record in this case.  
21 Can you just for the record give a brief summary of  
22 the kind of testing and inspection that has been done  
23 with regard to the integrity of the concrete in the  
24 containment structure?

25 MR. BASSETTE: Yes, Your Honor, I can do

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1 that. If you have any questions, hopefully I can  
2 answer them, but also I may defer to some of my  
3 colleagues or Entergy.

4 The historical reports we provided to you,  
5 we gathered approximately 2,700 original concrete  
6 sample reports from original construction of Unit 2  
7 and 3. We had hired an expert, Dr. Burdette, from the  
8 University of Tennessee who reviewed all of those  
9 reports to determine the quality of the original  
10 concrete test report -- of the original concrete used  
11 to construct Unit 2 and 3. And those reports that New  
12 York forwarded to you, those original test reports  
13 would show all of the original concrete exceeded the  
14 3,000 psi criteria at 28 days.

15 All those reports show that the original  
16 concrete used for Units 2 and 3 were a high-quality  
17 concrete, not met at strength requirements. With  
18 regard -- those are the original test reports.

19 With regard to ongoing inspections,  
20 Entergy for the containment concrete inspection is  
21 crediting the Aging Management Program, which is the  
22 SME Section 11 IWL Concrete Containment Inspection  
23 regime. We disclosed three reports each from around  
24 2000, another 2005 or 2006, and then most recently  
25 2010, three reports for each unit.

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1           Those are the detailed inspection results  
2 of the external portion of the containment.  
3 Basically, it's my understanding, it's equivalent to  
4 a VT3 examination which requires high-strength lights,  
5 high-strength binoculars, comparison of historical  
6 results by trained qualified inspectors.

7           This is a program that's required, Entergy  
8 is required to do, and those are the results that are  
9 documented in the inspection reports, which includes  
10 monitoring and trending, as appropriate.

11           ADMINISTRATIVE JUDGE McDADE: Okay.

12           ADMINISTRATIVE JUDGE WARDWELL: This is  
13 Judge Wardwell. Those are inspections and they are  
14 generated in reports, and they're required as part of  
15 your current licensing basis. Is that a fair  
16 assessment?

17           MR. BASSETTE: Yes, Your Honor.

18           ADMINISTRATIVE JUDGE McDADE: Okay. And,  
19 Mr. Sipos, from what I understand from the settlement  
20 agreement is based on those reports, the State no  
21 longer challenges the present structural integrity of  
22 the Indian Point Reactor Containment or the adequacy  
23 of the measures Entergy currently proposes to employ  
24 to insure continued structural integrity of Indian  
25 Point Reactor containment. Is that correct, Mr. Sipos?

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1 MR. SIPOS: Your Honor, I guess I'd like to  
2 elaborate on the State's position, if I may. The  
3 contention that the State filed back in November of  
4 2007 raised concerns about the water cement ratio at  
5 the time of initial fabrication of the concrete  
6 containment. And documents have been produced, so I'm  
7 referring to Contention 24 on pages 221-223 of our  
8 petition.

9 Documents have been produced during this  
10 proceeding that show that the compressive strength  
11 has, or at that time did exceed 3,000 psi as Mr.  
12 Bassette has summarized. And it has also become  
13 apparent to the State that Entergy has engaged in  
14 inspections of the concrete domes. And the results of  
15 those inspection reports have been shared and given to  
16 the State. These are retrospective inspections over  
17 the last decade or so, as Mr. Bassette said. And that  
18 Entergy has committed on a going forward basis to  
19 continue those inspections, as it has said in its  
20 license renewal application, in the Aging Management  
21 Plan, as now exists in the proceeding.

22 And given those -- given that information,  
23 given the information about the compressive strength  
24 and Entergy's agreement to conduct tests and to have  
25 -- produce those results of the tests that have

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1 already been done, and to do so in the future, State  
2 reached the conclusion that the objective that it  
3 sought in this contention had been sufficiently  
4 satisfied.

5 And if I could go a little bit further, I  
6 guess standing where we are today, I am not  
7 necessarily prepared to say more than that, but that  
8 Entergy has done tests in the last decade, and they  
9 have represented, or they have stated that they will  
10 do so in the future.

11 ADMINISTRATIVE JUDGE McDADE: And, Mr.  
12 Turk, let me just ask. As I under --

13 ADMINISTRATIVE JUDGE WARDWELL: Can we just  
14 stay with Mr. Sipos, if we might? This is Judge  
15 Wardwell speaking again.

16 ADMINISTRATIVE JUDGE McDADE: Yes.

17 MR. SIPOS: Yes, Your Honor.

18 ADMINISTRATIVE JUDGE WARDWELL: I thought  
19 I understood you, and then you kind of confused me at  
20 the end. Your contention reads that the license  
21 renewal application fails to comply with the  
22 requirements because the Applicant has not certified  
23 the present integrity of the containment structures,  
24 has not committed to an adequate Aging Management  
25 Program to insure the continued integrity of the

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1 containment structures. That's your contention in 24.

2 MR. SIPOS: Yes.

3 ADMINISTRATIVE JUDGE WARDWELL: When you  
4 just said that you were limiting, or you weren't going  
5 to go any further than just saying the tests initially  
6 show that the strength was there, and that the  
7 inspections and tests that have been conducted will be  
8 moving forward, and you're comfortable with at least  
9 the water cement issue that you raised. But are you,  
10 in fact, satisfied that the contention as worded has  
11 been satisfied such that you won't be bringing up  
12 anything else in regards to this issue?

13 MR. SIPOS: The State in this proceeding --  
14 should the proposed settlement be accepted by Your  
15 Honors, the State would not be bringing up anything  
16 else in this proceeding concerning the concrete  
17 containment structures.

18 ADMINISTRATIVE JUDGE WARDWELL: All right.  
19 So, you're completely satisfied that New York State 24  
20 has been resolved as far as you are concerned because  
21 of the concrete test when it was initially placed, the  
22 testing that has occurred since, and the commitment to  
23 continue that testing through the period of extended  
24 operations. Is that a fair assessment?

25 MR. SIPOS: Yes, Your Honor. We had

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1 concerns -- the State had concerns initially about the  
2 initial fabrication, the water cement ratio. There  
3 have been documents produced that reflect that  
4 actually the compressive strength as the concrete  
5 cured following its initial pouring and setting  
6 exceeded the 3,000 psi threshold. And the State has  
7 seen evidence that Entergy has engaged in a inspection  
8 program, and that it's committed to doing that in the  
9 future under the AMP, and the reference to the ASME  
10 standard going forward.

11 ADMINISTRATIVE JUDGE McDADE: Judge  
12 Wardwell, anything further?

13 ADMINISTRATIVE JUDGE WARDWELL: Not right  
14 at the moment.

15 ADMINISTRATIVE JUDGE McDADE: Okay, thank  
16 you. Mr. Turk, it's my understanding that there is a  
17 requirement under 10 CFR 50.55(a), Subparts F and G  
18 for continued inspection and testing as part of the  
19 licensing basis that would continue on during any  
20 period of extended operation. Is that consistent with  
21 the Staff's view?

22 MR. TURK: Yes, Your Honor. The  
23 requirements of the Part 50 license continue in effect  
24 after license renewal to the renewed license.

25 ADMINISTRATIVE JUDGE McDADE: Okay. And

1 could you summarize, or would it be better to have  
2 Entergy summarize for the record the nature of the  
3 ongoing testing and inspection that would be done  
4 under Subparts F and G of 50.55(a)?

5 MR. TURK: Your Honor, I would defer to  
6 Entergy for that. But also, when possible I'd like to  
7 make a statement about the Staff's position on the  
8 contentions. I can hold on that.

9 ADMINISTRATIVE JUDGE McDADE: Okay. Let me  
10 just get -- Mr. Bassette, are you in a position to  
11 respond, or would one of the other individuals with  
12 you be in a better position to?

13 MR. BASSETTE: Well, Your Honor, we did say  
14 the inspection reports that we disclosed to you are  
15 part of that program, so perhaps I don't understand  
16 your more broader question.

17 ADMINISTRATIVE JUDGE McDADE: Okay. Well,  
18 the documentation we've received obviously is  
19 historical. And, specifically, with regard to Reactor  
20 2, the inspection reports from 2000, 2006, 2010; from  
21 Unit 3, 2001, 2005, 2009. Under the regulation you'll  
22 have a continuing obligation to test and inspect the  
23 facility. And what I was wondering is, if you could  
24 for the record just summarize briefly what that  
25 ongoing inspection and testing will consist of over

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1 the next 20 years if the license renewal were to be  
2 granted.

3 MR. BASSETTE: Rich, could you jump in  
4 here? Mr. Drake.

5 MR. DRAKE: Sure. No, we -- part of the  
6 Maintenance Rule, and also the in-service inspection  
7 requirements that we've committed to, we do visual  
8 inspections every five years at a minimum, and we will  
9 continue to do those inspections going forward.

10 ADMINISTRATIVE JUDGE McDADE: Okay.  
11 Specifically, as I understand it, ASME Boiler and  
12 Pressure Code Section 9, Division 1, Subsection 1W(L)  
13 is required. And I was wondering if there's someone  
14 who just for the record would be able to summarize,  
15 encapsulate briefly what that entails. I'm not  
16 looking for the ability to actually do the inspection  
17 after you explain it, but just a very brief summary.  
18 Mr. Drake is the person to do it?

19 MR. DRAKE: Yes. The Section 11 of the  
20 Boiler Pressure Vessel Code which is the in-service  
21 inspection, and this is Subsection IWL, which is the  
22 concrete containment inspections. They are performed  
23 under my direction. I'm the responsible engineer for  
24 the program. I'm a licensed professional engineer in  
25 the State of New York.

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1           We have a team of engineers who are  
2 familiar with concrete inspection, and we have trained  
3 inspectors who are qualified to the Section 11  
4 requirements for inspection. Those inspections are  
5 done to meet the inspection criteria where you have to  
6 be able to certify that you can with proper lighting  
7 and inspection techniques visually see the proper  
8 crack or line size from a certified distance. Or if  
9 you're not in that certified distance with the proper  
10 lighting that remotely with enhancement techniques can  
11 achieve the same requirement.

12           We do all accessible surfaces of the  
13 containment, and we visually look for any anomalies or  
14 degradation. And we take pictures, photographic, and  
15 we document those items for trending to see if there  
16 is any trend for degradation, et cetera.

17           ADMINISTRATIVE JUDGE McDADE: Okay.

18           MR. DRAKE: And currently we've been  
19 monitoring and we have not seen any degradation that  
20 has shown any adverse trending.

21           ADMINISTRATIVE JUDGE McDADE: And what do  
22 you do if you would find degradation?

23           MR. DRAKE: Oh, we would take corrective  
24 actions. We would do repairs in accordance with  
25 Section 11. That's inspection and repair process.

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1 And we would do them in accordance with that  
2 procedure.

3 ADMINISTRATIVE JUDGE McDADE: And if there  
4 were a period of extended operation how often would  
5 these inspections occur with each of the two units?

6 MR. DRAKE: They would continue at the same  
7 periodicity. Like I said, five years or if required  
8 sooner, as needed.

9 ADMINISTRATIVE JUDGE McDADE: Okay. In  
10 other words, if there were to begin to be a  
11 demonstration of degradation, then the inspection  
12 interval would be decreased.

13 MR. DRAKE: We would -- as part of the  
14 program it would be -- the frequency would be  
15 increased. And, accordingly, we also do some  
16 inspections if we were to do like an in-service  
17 integrated leak rate test of the containment, we would  
18 do an inspection before and after that also.

19 ADMINISTRATIVE JUDGE McDADE: Okay. Now,  
20 are the results of these inspections available for  
21 review by the NRC, or are they submitted to the NRC?

22 MR. DRAKE: They are -- for the IWL  
23 inspections, we -- they're available to the NRC. We  
24 also have them reviewed by our ANI certified  
25 inspectors also.

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1 ADMINISTRATIVE JUDGE McDADE: Okay. And  
2 these are contractors for Entergy.

3 MR. DRAKE: Yes, they're independent  
4 contractors that oversee all that, also.

5 ADMINISTRATIVE JUDGE McDADE: Okay. And  
6 these inspection reports would then be subject to  
7 review by the inspectors by the NRC at the facility.

8 MR. DRAKE: Yes.

9 ADMINISTRATIVE JUDGE McDADE: Okay. Now --  
10 okay. Mr. Turk, you were starting to say that you  
11 wanted to comment with regard to the settlement. And  
12 one of the things also, Mr. Turk, I would want you to  
13 comment on as part of that is as part of the current  
14 operating basis there's a requirement for these  
15 continued inspections. As part of the settlement  
16 agreement there's also a requirement that the results  
17 of these inspections be forwarded to, provided to the  
18 State of New York. And one of the questions I have is  
19 how that would be enforced. The inspections  
20 themselves under the current operating basis, what  
21 would be the Staff's position as to the authority of  
22 the Board to impose the obligation to submit these  
23 reports to New York as license conditions, Mr. Turk?

24 MR. TURK: Thank you, Your Honor. I wanted  
25 to note that the Staff's review of issues related to

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1 this contention can be found in our Safety Evaluation  
2 Report, Section 3.0.3.3.2. And that begins at page 3-  
3 153 of the Staff's SER.

4 The conclusions that the Staff reached as  
5 found at page 3-166, in which the Staff stated after  
6 having gone through all of the relevant documentation  
7 in the license renewal application and the Applicant's  
8 responses to Staff's request for additional  
9 information, at page 3-166 the Staff concluded that on  
10 the basis of its technical review of the Applicant's  
11 containment in-service inspection program, and the  
12 review of the Applicant's responses to Staff RAIs, the  
13 Staff concluded that the Applicant has demonstrated  
14 that the effects of aging will be adequately managed  
15 so that the intended functions will be maintained  
16 consistent with the CLB for the period of extended  
17 operation as required by 10 CFR 54.21(a)3.

18 And the Staff continued to note that they  
19 had reviewed the new FSAR supplement for this program  
20 and concluded that it provides an adequate summary  
21 description of the program as required by 10 CFR  
22 54.21(d).

23 With me in the room as we speak today is  
24 Kimberly Greene who was the Project Manager  
25 responsible for safety issues at the time the SER was

1 prepared. She coordinated the preparation of the SER  
2 with Staff experts. Also in the room with me is, as  
3 I mentioned when we began the conference call, Abdul  
4 Sheikh, who is a Senior Structural Engineer in the  
5 Office of Nuclear Reactor Regulation. The Branch in  
6 particular is the Aging Management of Structures,  
7 Electrical and Systems. Also in the room is his  
8 supervisor, Dr. Rajender Auluck.

9 And before we began the conference call,  
10 I had asked the Staff to look at the documentation  
11 provided by New York State at the request of the Board  
12 to be sure that they are satisfied that there are no  
13 outstanding issues or concerns that they have that may  
14 have been raised by that documentation. And they  
15 confirmed to me that they are satisfied that the  
16 contention may be disposed of without further  
17 involvement by the parties or the Board.

18 With respect to your specific question,  
19 Your Honor, the settlement agreement is a two-party  
20 agreement. It is between New York State and Entergy.  
21 The agreement is not something that the Staff would  
22 want to be responsible for enforcing. We would not  
23 want to freight the license with conditions that we do  
24 not deem to be necessary for protection of public  
25 health and safety, or for the environment.

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1                   However, the Board upon issuing an order  
2                   which would incorporate the terms of the settlement  
3                   agreement would effectively create a record that could  
4                   be enforced in court separately by New York State, but  
5                   it is not something that we would to have in the  
6                   license in order for the Staff to enforce it.

7                   ADMINISTRATIVE JUDGE McDADE: Okay, thank  
8                   you, Mr. Turk. Mr. Sipos, what is the State's view as  
9                   to how this requirement would be enforceable, the  
10                  continuing reporting to the State with these  
11                  inspection reports?

12                  MR. SIPOS: Yes, Your Honor. First of all,  
13                  it would be enforceable as an agreement amongst or  
14                  between Entergy and the State of New York. But beyond  
15                  that, it would -- it is also the State's view that it  
16                  would be enforceable as part of a Board order entered  
17                  in this proceeding. And that the CFR provision is  
18                  appropriately flexible and broad for Your Honors, and  
19                  approaches a Federal District Court's necessary and  
20                  proper authority or jurisdiction that such a court  
21                  might choose to exercise in its discretion, so that in  
22                  addition to it being an agreement, a contract between  
23                  Entergy and the State, it would also -- and, again,  
24                  this is all hinged on should Your Honors approve the  
25                  settlement, without being presumptuous about that, but

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1 if that were the case, it would -- that Your Honors,  
2 as the Board -- as the constituted Board would have  
3 the authority to enter that under the provisions of  
4 the CFR.

5 ADMINISTRATIVE JUDGE McDADE: Okay. Mr.  
6 Bassette, what is Entergy's view? And, obviously, if  
7 we approve the settlement agreement we have no reason  
8 to believe that Entergy wouldn't, in fact, comply.  
9 But in the event somewhere down the road 10, 15 years  
10 if the license renewal were granted, Entergy may no  
11 longer be the operator of Indian Point, how would the  
12 agreement be enforced? Would the State be able --  
13 would it be appropriate for us to just simply set  
14 this as a license condition that would, therefore, be  
15 self-enforcing, or would the State need to go to court  
16 to enforce it? And, if so, what court would it be,  
17 the Superior -- the Supreme Court of the State of New  
18 York, or would it be a Federal District Court? You  
19 know, what would Entergy's view of the most  
20 appropriate enforcement mechanism?

21 MR. BASSETTE: You asked several questions  
22 there, Your Honor. I'll try to take them one at a  
23 time.

24 As we noted, the inspections we -- the  
25 results of the inspections we've committed to provide

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1 to New York are required by our operating license, and  
2 will continue into the continued -- should be granted  
3 license renewal into the period of extended operation.  
4 We are required to do those inspections, so there  
5 needs to be no further commitment for us to do the  
6 inspections.

7 What we're just talking about is providing  
8 the results to New York. Like any agreement that  
9 Entergy has with the State on other matters where we  
10 provide them other periodic information, we believe  
11 this agreement could be enforced that way.

12 We have -- we agree with the Staff that a  
13 license condition is not appropriate here, because it  
14 really doesn't address significant health and safety  
15 issues. And should the parties, let's say New York  
16 and Entergy in the future agree for some reason to an  
17 amendment of this commitment, which I don't foresee,  
18 that would require a license amendment change, which  
19 would just be far too cumbersome.

20 We also researched numerous settlement  
21 agreements over the years and we found no indication  
22 where any of those routine agreements have  
23 incorporated into any license conditions.

24 We do note, though, that there are  
25 numerous commitments that Entergy has made to the NRC

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1 as part of license renewal. Those commitments are,  
2 have been, and are being incorporated into Entergy  
3 procedures for their Commitment Tracking Program. We  
4 would do the same here, Your Honor. We would treat  
5 this like a license renewal commitment included in  
6 procedures. The company has committed and agreed as  
7 part of this settlement agreement should we -- should  
8 Entergy sell or transfer the ownership, they'll  
9 include that in any condition. And those are the  
10 routine items that are conducted as part of due  
11 diligence.

12 So, we believe this would be enforced like  
13 any other agreement, and we would track it like other  
14 enforceable license renewal commitments in our  
15 procedures, so they're appropriately tracked and  
16 complied with.

17 ADMINISTRATIVE JUDGE McDADE: Well,  
18 usually, your commitments are commitments to the NRC.  
19 And here, you would be making -- there would be a  
20 commitment for you to do these inspections and tests,  
21 and those results would, as a matter of law, be  
22 available at the facility for NRC inspectors to  
23 review, and would in the normal course be reviewed by  
24 the NRC inspectors. But the State of New York  
25 wouldn't have that same authority to review this so,

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1 accordingly, you're going to be submitting them to New  
2 York so that they can raise any concerns. And my  
3 question was just to get clear on the record how this  
4 would be enforced. And you're saying it would be  
5 enforced like any other. And I'm not really sure what  
6 that means.

7 Am I taking it that in the event Entergy  
8 or a successor to Entergy failed in this commitment,  
9 that there would be no -- that it would be clear from  
10 this settlement agreement that the Entergy or its  
11 successor would not contest the jurisdiction of either  
12 a New York State Court or a Federal District Court to  
13 order specific performance?

14 MR. BASSETTE: No, Your Honor, I don't  
15 envision we would contest that. But I can't say what  
16 court that would happen in. I have not researched that  
17 issue.

18 ADMINISTRATIVE JUDGE McDADE: Well, I guess  
19 what I'm saying is -- what I'm looking for is a  
20 commitment from Entergy that they wouldn't contest the  
21 jurisdiction of any court to issue a specific  
22 performance order in the event that either Entergy or  
23 some successor of Entergy failed to honor the  
24 commitment. And, again, there's no reason to believe  
25 that they would. Certainly, the gist of this is that

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1 you're going to do the inspections and do the testing.  
2 And this is just sort of a crossing the T or dotting  
3 the I. So, am I correct that Entergy wouldn't contest  
4 the jurisdiction of an appropriate court to --

5 MR. BASSETTE: That's correct, Your Honor.  
6 We would not contest the jurisdiction of an  
7 appropriate venue to enforce the provisions of this  
8 settlement agreement, as approved.

9 ADMINISTRATIVE JUDGE McDADE: And is that  
10 satisfactory to the State of New York, Mr. Sipos?

11 MR. SIPOS: Yes, it is. I mean, I think  
12 we're making a very clear record here, which is  
13 helpful for such enforcement, and we appreciate what  
14 Mr. Bassette has just represented on behalf of  
15 Entergy.

16 ADMINISTRATIVE JUDGE McDADE: Okay.

17 ADMINISTRATIVE JUDGE WARDWELL: Can I  
18 interject a question here. This is Judge Wardwell.

19 ADMINISTRATIVE JUDGE McDADE: Please.

20 ADMINISTRATIVE JUDGE WARDWELL: Mr. Sipos,  
21 so previously, you were talking about some Board order  
22 that this might be in. You're not worried about that  
23 any more, now?

24 MR. SIPOS: Well, Judge Wardwell --

25 ADMINISTRATIVE JUDGE WARDWELL: And what

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1 you meant by that.

2 MR. SIPOS: Well, should this proposed  
3 stipulation meet Your Honors' acceptance, the State of  
4 New York, I guess, would hope that there would be a  
5 Board order memorializing what is going on, what has  
6 transpired today and leading up to today. And that  
7 that would be part of the record of this proceeding,  
8 which --

9 ADMINISTRATIVE JUDGE WARDWELL: You would  
10 see that would be more than the draft Consent Order  
11 that you -- I assumed you agreed to the draft Consent  
12 Order. You would envision that being more extensive  
13 than what you provided in the Attachment B of the  
14 submittals?

15 MR. SIPOS: Not necessarily, Your Honor.  
16 And, again, I -- we did -- we certainly agreed to that  
17 attachment, Attachment B. Again, I really do not want  
18 to seem that I am taking anything for granted. I mean,  
19 Your Honors --

20 ADMINISTRATIVE JUDGE WARDWELL: Well, for  
21 our discussions let's assume we're going to approve  
22 this, so we don't keep talking about assuming we're  
23 going to approve it. It'll be simpler. If we don't,  
24 that's another issue, but I'm now asking questions  
25 assuming we're going to approve it. What do you feel

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1 you need to move forward here, and I want to clarify  
2 what you were referring to with some of the items you  
3 seem to be elaborating on, and that you would like in  
4 our Board order. And it seemed to me more extensive  
5 than the draft Consent Order that you agreed to as to  
6 what would be needed for your use.

7 MR. SIPOS: Your Honor, I think the fact  
8 that this is a proceeding on the record today, and the  
9 recitations that have been made would satisfy the  
10 State's concerns.

11 ADMINISTRATIVE JUDGE McDADE: And this is  
12 Judge McDade. I mean, my concern was just this. I  
13 mean, obviously, the Board, if we approve the  
14 settlement will incorporate it into an order. However,  
15 at the time it would be required to be enforced, if  
16 ever, the Board would no longer be constituted and,  
17 therefore, would not be in a position to act as an  
18 enforcement vehicle. So, therefore, I just wanted to  
19 get clear from the parties their view of how this  
20 agreement could be enforced after the Board went out  
21 of existence. And I --

22 ADMINISTRATIVE JUDGE WARDWELL: Yes,  
23 constituted? You and I will probably be alive.

24 ADMINISTRATIVE JUDGE McDADE: Well, let me  
25 -- is there anything --

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1 ADMINISTRATIVE JUDGE WARDWELL: The way  
2 we're going --

3 ADMINISTRATIVE JUDGE McDADE: Yes, I know.  
4 We do run the risk of violating the rule against  
5 perpetuities as we go back and looked at our original  
6 contention admissibility order was from July of 2008.  
7 But in any event, at this point does New York have  
8 anything further with regard to the settlement  
9 agreement?

10 MR. SIPOS: No, Your Honors, not at this  
11 time.

12 ADMINISTRATIVE JUDGE McDADE: Does Entergy?

13 MR. BASSETTE: No, Your Honor.

14 ADMINISTRATIVE JUDGE McDADE: Does the NRC  
15 Staff?

16 MR. TURK: One suggestion, Your Honor,  
17 which I raise having heard the colloquy with Your  
18 Honors and Mr. Sipos.

19 ADMINISTRATIVE JUDGE McDADE: Yes, Mr.  
20 Turk.

21 MR. TURK: In preparing for the telephone  
22 conference today, I came across several cases in which  
23 settlements have been approved. One of them was the  
24 Calloway COL proceeding. It's LDP-09-23, in which the  
25 Board approved a settlement agreement and terminated

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1 in its entirety the contested proceeding. And I think  
2 that's, perhaps, a good example of the type or order  
3 that might be entered to dispose of the contention,  
4 where the terms of the settlement agreement were  
5 referred to, the findings that 10 CFR Section 2.338  
6 has been satisfied, and then the settlement agreement  
7 was incorporated by reference, perhaps attached to and  
8 incorporated by reference. That might be a more  
9 appropriate type of order than the Consent Order which  
10 New York and Entergy had proposed to you.

11 ADMINISTRATIVE JUDGE McDADE: Okay. Thank  
12 you, Mr. Turk. Do any of the other participants in  
13 this hearing have anything further? Riverkeeper?

14 MS. BRANCATO: No, Your Honor. Thank you.

15 ADMINISTRATIVE JUDGE McDADE: Clearwater?

16 MS. GREENE: We're complete, Your Honor.

17 ADMINISTRATIVE JUDGE McDADE: Okay.  
18 Connecticut, Mr. Snook?

19 MR. SNOOK: We're good with it.

20 ADMINISTRATIVE JUDGE McDADE: Okay. New  
21 York Department of Environmental Conservation?

22 MS. MATTHEWS: Nothing further here, Your  
23 Honor.

24 ADMINISTRATIVE JUDGE McDADE: Okay. I take  
25 it Cortlandt still is not on the line? Okay. Judge

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1 Wardwell, anything further on this issue?

2 ADMINISTRATIVE JUDGE WARDWELL: I have  
3 nothing.

4 ADMINISTRATIVE JUDGE McDADE: Judge  
5 Lathrop?

6 ADMINISTRATIVE JUDGE LATHROP: I have  
7 nothing.

8 ADMINISTRATIVE JUDGE McDADE: Okay. Before  
9 we ring off, there's a couple of other matters we did  
10 want to take up.

11 First of all, with regard to one of the  
12 exhibits that's been submitted, New York 224 and also  
13 in that there's a reference to a report that was  
14 prepared by Dr. Shepherd, which is New York Exhibit  
15 231. What we are looking for is not any explanation,  
16 but we are looking for a clarification.

17 If you go to that document, Exhibit 224,  
18 between pages 16 and 21 there are various formulas  
19 that Dr. Shepherd submitted as part of his testimony.  
20 When we print off those formulas, they are very  
21 difficult to read. And if we blow them up, they just  
22 become more blurred. We can probably guess what they  
23 are in context, but rather than guessing, what we  
24 would ask is for the State of New York just to submit  
25 those formulas again. Again, just print it out larger

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1 so that they can be read. And, also, those formulas  
2 appear on Exhibit 231, which was the report that Dr.  
3 Shepherd prepared. So, we're not looking to  
4 supplement the record, we're not looking for an  
5 explanation. All we're looking for is just to make  
6 sure that we can read them as they were submitted.

7 ADMINISTRATIVE JUDGE WARDWELL: That's --  
8 and they are -- you can't read them visually when  
9 pulled off in an electronics form either. So, it's not  
10 just the printing, it's the fact that they're blurry  
11 in their present existence.

12 MR. SIPOS: Yes, Your Honor. Thank you for  
13 bringing that to our attention. This is John Sipos.  
14 Absolutely we will promptly look at that and try to  
15 submit clear copies of those formulas. Sorry about  
16 that, as well.

17 ADMINISTRATIVE JUDGE McDADE: And if you  
18 would, just submit it through the electronic hearing  
19 docket so that way all of the participants in this  
20 proceeding would have a copy of that. I'm sure their  
21 eyes will have as difficult a time reading them as  
22 our's have.

23 MR. SIPOS: Absolutely, we'll do it via the  
24 EIE, Your Honor.

25 ADMINISTRATIVE JUDGE McDADE: Okay. And the

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1 last thing is when we had our last status conference,  
2 there was still an issue with regard to mandatory  
3 disclosures that the parties have had further  
4 discussions. We've heard back from you in writing,  
5 and the parties were hopeful of resolving it. And in  
6 the event you were unable to set a date for the filing  
7 of any motion to compel, I was wondering if you could  
8 update us on the status of those conversations. Have  
9 the issues with regard to mandatory disclosures been  
10 resolved, Mr. Sipos?

11 MR. SIPOS: At this date, not yet, Your  
12 Honor. We submitted a status report, or a report as  
13 required on the 6<sup>th</sup> of January, and I need to continue  
14 conversations with Mr. Turk about that. It may be, as  
15 I said, in the letter that could resolve it, but I  
16 certainly would not want to represent today that that  
17 is necessarily the case, that that is done yet.

18 ADMINISTRATIVE JUDGE McDADE: So, you're  
19 still hopeful that you will be able to resolve it, but  
20 you haven't resolved it yet.

21 MR. SIPOS: Yes, Your Honor, we have not  
22 resolved it yet.

23 ADMINISTRATIVE JUDGE McDADE: Okay. Mr.  
24 Turk, are you still hopeful that you will be able to  
25 resolve it?

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1 MR. TURK: Your Honor, I'm not aware of any  
2 conflict that we have. We believe we fulfilled our  
3 mandatory disclosure obligations. What Mr. Sipos is  
4 bringing to us is a more fundamental dispute as to the  
5 nature of Staff's hearing file and mandatory  
6 disclosure obligations in this and any proceeding.

7 ADMINISTRATIVE JUDGE McDADE: Mr. Turk --

8 MR. TURK: We have --

9 ADMINISTRATIVE JUDGE McDADE: I understand  
10 that, Mr. Turk, and I understand, obviously, that the  
11 Staff when they made their mandatory disclosures would  
12 take the position that they've done everything that  
13 they are required to do, obviously. As I understand  
14 it, New York had asked for additional documentation  
15 that the Staff initially did not believe were part of  
16 the -- its obligations under the mandatory  
17 disclosures. And as I understood it, we weren't  
18 necessarily looking for a commitment from the Staff  
19 one way or the other to change its policies with  
20 regard to the scope of mandatory disclosures, but it  
21 was whether or not the Staff would be able in good  
22 faith to satisfy the request for additional  
23 information from the State of New York so that we  
24 wouldn't have to actually litigate what the scope of  
25 the mandatory disclosures are.

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1           You know, we're not suggesting, and I  
2       don't think New York has suggested that the Staff has  
3       intentionally violated its obligations; quite the  
4       opposite, that the Staff has made a good faith effort  
5       to turn over everything that it believes is  
6       appropriate and necessary to turn over. But,  
7       nevertheless, the State of New York has requested some  
8       additional documentation.

9           And, again, we're not looking for a  
10      precedent-setting commitment on the part of the Staff.  
11      What we're looking for is just to see whether or not  
12      in the spirit of cooperation that has occurred  
13      throughout this litigation so far, the Staff would be  
14      able to accommodate New York's request without having  
15      to go to a motion to compel.

16           So, along those lines we would ask you to  
17      continue to have discussions and hopefully obviate the  
18      need for us to have to resolve this through a  
19      contested proceeding.

20           MR. TURK: I understand your point, Your  
21      Honor. My point was that the discovery dispute is not  
22      about specific documents that the Staff has withheld.  
23      It goes to whether documents that are in ADAMS that  
24      the Staff does not see that it is obliged to put into  
25      hearing files or mandatory disclosures need to be put

1 into the hearing file when they're already available  
2 in ADAMS. And it goes to an interpretation of  
3 regulations.

4 I'll be happy to continue my discussions  
5 with Mr. Sipos. I've also made him an offer. He told  
6 me he wasn't able to find a certain type of document.  
7 I did a search in ADAMS. I reported to him what my  
8 search was, what I found, and invited him to duplicate  
9 the search. I also invited him to send us a limited  
10 document request, if there's something in particular  
11 that he wants us to search for, but I have not heard  
12 back from him on either of those proposals.

13 So, in answer to your question, I'm  
14 certainly willing to try to resolve this without  
15 requiring further litigation of the issue or  
16 involvement of the Board, but the dispute is of such  
17 a fundamental nature that there's -- I don't know  
18 whether Mr. Sipos intends to continue his quest at  
19 that broad of category of documents that he's referred  
20 to or not. But I'm happy to continue our discussions.

21 ADMINISTRATIVE JUDGE McDADE: Okay. In that  
22 regard, Mr. Turk, as an individual who's had long  
23 experience with the NRC and with ADAMS, I start with  
24 a basic assumption, that your facility to find  
25 documents in ADAMS would exceed that of most people,

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1 if not all people outside the Agency. So, to the  
2 degree that you can be of assistance to satisfy to Mr.  
3 Sipos that he and the State of New York have had  
4 access to every document that they believe to be  
5 relevant, whether it is necessarily part of the  
6 hearing file or not, that would tend to facilitate our  
7 moving forward on this. So, I would urge you to  
8 continue your conversations, and I guess we look  
9 forward to not receiving a motion to compel very  
10 shortly.

11 Are there any other things that any of the  
12 parties wish to take up before we move on? First of  
13 all, Judge Wardwell?

14 ADMINISTRATIVE JUDGE WARDWELL: I do not  
15 have anything.

16 ADMINISTRATIVE JUDGE McDADE: Judge  
17 Lathrop?

18 ADMINISTRATIVE JUDGE LATHROP: I do not  
19 have anything.

20 ADMINISTRATIVE JUDGE McDADE: Mr. Bassette  
21 for Entergy, anything further you'd like to take up at  
22 this time?

23 MR. BASSETTE: No, Your Honor, we don't  
24 have anything. Thank you.

25 ADMINISTRATIVE JUDGE McDADE: Mr. Turk for

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1 the NRC?

2 MR. TURK: Yes, Your Honor, unfortunately  
3 I have one other matter that I need to bring to your  
4 attention.

5 As Your Honors know, the intervenors have  
6 filed numerous exhibits, or proposed exhibits along  
7 with their testimony and Statements of Position. We've  
8 been going through the exhibits and the testimony, and  
9 we have identified a number of areas where we believe  
10 motions in limine will be necessary.

11 I don't want to duplicate the efforts of  
12 Entergy. I had a preliminary conference call with  
13 Entergy's attorneys. They informed me that they are  
14 considering several motions in limine. I don't want to  
15 duplicate what they're filing. I don't see that filing  
16 additional paper would help to expedite the  
17 proceeding, so I'm hoping to be able to coordinate  
18 where the Staff will file motions that address issues  
19 which Entergy is not filing.

20 But then I look at the schedule, and I'm  
21 concerned that once motions in limine are filed, that  
22 there won't be time for the Board to rule on them  
23 before the parties have to finalize their testimony,  
24 parties meaning Entergy and the Staff. Basically, we  
25 won't have the benefit of a Board ruling on what we

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1 believe to be very important motions in limine.

2 So, I wanted to bring to your attention  
3 that the Staff would like to discuss with other  
4 parties the potential for adjusting the schedule for  
5 filing testimony to allow sufficient time for the  
6 Board to rule on motions in limine.

7 ADMINISTRATIVE JUDGE McDADE: Okay. Well,  
8 I -- this is Judge McDade again. At this point,  
9 there's not a lot that I can add other than to  
10 indicate if you wish to speak with the other parties  
11 and discuss that, to go ahead and do that. And then  
12 if there is any motion filed with the Board to alter  
13 the schedule, we would address that at the time.

14 I would just sort of generally throw out  
15 something. Having a long history of litigation, not  
16 administrative litigation, motions in limine were most  
17 useful when the information was going to be sent to a  
18 jury, and you would limit the amount of extraneous,  
19 irrelevant, immaterial information that would go to a  
20 jury who then would not be able to put the appropriate  
21 weight or no weight on that information.

22 One -- and let me just say for myself,  
23 when a motion in limine is filed and the same judge  
24 who is ruling on the motion in limine is also going to  
25 be ruling and making decisions based on the evidence,

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1 one questions whether or not that does anything other  
2 than just simply highlight irrelevant information to  
3 the Board and give it greater weight. Failure to file  
4 a motion in limine certainly doesn't insulate argument  
5 that the information should be given no weight.

6 All of that said, I guess one could draw  
7 from the conclusion that I would think the practice of  
8 filing motions in limine should be kept to its minimum  
9 given the nature of this particular proceeding as a  
10 Subpart L proceeding. But with that as sort of a  
11 general introduction, let me suggest to the parties,  
12 and obviously it would be helpful for any motions in  
13 limine for the Staff and Entergy to coordinate that so  
14 you're not duplicating effort and requiring the Board  
15 to make very -- several very similar decisions, trying  
16 to figure out what the difference is between your  
17 motion and Entergy's motion, or any of the other  
18 parties. But I would urge you to do that as -- and I  
19 realize the volume of materials that you have  
20 presented with are significant, but would urge you to  
21 do that, and to advise the Board as quickly as  
22 possible whether or not you anticipate filing motions  
23 in limine. And if so, if there was a consensus among  
24 the parties with regard to a modification of the  
25 schedule, or alternatively of how soon the parties,

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1 specifically any moving party, would be able to move  
2 for a change in the current schedule.

3 I sort of joked a little bit earlier that  
4 we ran the risk of violating the law against -- the  
5 rule against perpetuities. We would like to move  
6 forward with this, and to get to a hearing with -- I  
7 hate to use the term all deliberate speed, but  
8 certainly would like to do so. So, if there are going  
9 to be any motions for an extension of time, they  
10 should be filed sooner as opposed to later.

11 Anything further, Mr. Turk?

12 MR. TURK: Yes, Your Honor. I just want to  
13 point out that the hazard that we face if we don't  
14 file motions in limine is that testimony will have  
15 been filed by one party, and unless countered that  
16 will be the only evidence on the record on an issue  
17 that we believe to be outside the scope of the  
18 contention, or beyond the expertise of the witness.  
19 So, a motion in limine, even though I understand that  
20 it's not a jury practice, it is important in order to  
21 establish a proper record that the parties know what  
22 are the issues that they must address in their  
23 testimony. And although, as you may expect, the Staff  
24 has prepared its testimony before receiving the  
25 intervenors' testimony, we are now adjusting that

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1 testimony to include rebuttal. But when we see that  
2 the intervenors have raised various points that we  
3 believe are outside the scope of the contention, we  
4 have to make a decision, do we go into our rebuttal  
5 testimony to address that, or do we reach a legal  
6 conclusion that no, that is beyond the scope, and we  
7 will not devote the resources to addressing it?

8 So, the motion in limine is a very  
9 important tool in terms of scoping the evidence that  
10 will be on the record in the proceeding. Even though  
11 I understand Your Honor can disregard evidence that it  
12 believes it need not credit or give any weight to, but  
13 in terms of what we are required to file, it's an  
14 important threshold.

15 ADMINISTRATIVE JUDGE McDADE: I understand  
16 your position, Mr. Turk. And all I'm suggesting is  
17 certainly in those areas where it is a close issue,  
18 one can understand your desire to file a motion in  
19 limine. But that doesn't mean that everything that is  
20 -- now, if you believe something is patently  
21 immaterial, or does not have the capacity to affect  
22 the Board's decision, it doesn't necessarily mean that  
23 every word said by everybody needs to be addressed.  
24 But, obviously, you have to make your own judgments  
25 representing your client in that regard.

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1 MR. TURK: I fully agree with you, Your  
2 Honor. And we wouldn't be thinking of filing very  
3 enormous motions. We won't go after every word. We're  
4 more thinking in terms of scope of issues to be  
5 addressed.

6 ADMINISTRATIVE JUDGE McDADE: Anything  
7 further, Mr. Turk, at this point?

8 MR. TURK: No, Your Honor.

9 ADMINISTRATIVE JUDGE McDADE: Okay.  
10 Anything further from any -- Judge Lathrop, Judge  
11 Wardwell?

12 ADMINISTRATIVE JUDGE WARDWELL: Nope.

13 ADMINISTRATIVE JUDGE LATHROP: No.

14 ADMINISTRATIVE JUDGE McDADE: From any of  
15 the other participants?

16 (No response.)

17 ADMINISTRATIVE JUDGE McDADE: Okay,  
18 apparently not. We will terminate this status  
19 conference. Thank you very much, and we will get an  
20 order out. If anybody wishes to supplement and  
21 specifically we will pass on to Cortlandt if they wish  
22 to supplement anything that was said here today, they  
23 should do so no later than Wednesday, January 25<sup>th</sup>.  
24 And we will get our order out directly after that.  
25 Thank you. This hearing is now terminated - this

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1 status conference is terminated.

2 (Whereupon, the proceedings went off the  
3 record at 2:37:22 p.m.)  
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CERTIFICATE

This is to certify that the attached proceedings  
before the United States Nuclear Regulatory  
Commission

Proceeding: Entergy Nuclear, Indian Point  
Pre-Hearing Conference

Docket Number: 50-247-LR and 50-286-LR

ASLBP Number: 07-658-03-LR-BD01

Location: Teleconference

were held as herein appears, and that this is the  
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