

**From:** Paul Narbut / NMSS  
**To:** Robert O'Connell  
**Date:** Fri, Jun 21, 2002 3:32 PM  
**Subject:** Allegations NMSS-2002-A-0002, & 0003

Bob

I received your note to Wayne dated 6/21/02 and the attending information from the concerned individual (CI) dated 5/8/02 and 6/13/02.

I reviewed the material and found nothing new in it. The CI disagreed with some of our findings but did not refute them with logic, he simply disagreed and repeated his assertions. For example, he originally asserted that weld repairs weaken the base metal and he had provided a table showing metal strength is reduced with increased temperature. We had explained that the table, to which he referred, dealt with reduced metal strength with increased operating service temperatures. We had explained that, after welding, temperatures return to normal and so does the basic metal strength.

The only aspect we may not have addressed in our response and inspection was the CI's last paragraph in the 6/13/02 letter. The paragraph said Com Ed procedures require owner (ComEd) review of design change calculations generated by Holtec (the designer) and that Com Ed had not done this.

I believe the scope of this statement only involves the perceived design changes the CI believes should have been generated because some deficiencies were dispositioned as use-as-is or repair and his belief that these were design changes by definition. If this is the scope of the statement, then we have already explained that the problem was a contractual issue, not a safety issue, and that the examples were not design changes even though those particular boxes were checked on the US Tool and Die forms.

If the CI's statement is taken more broadly, then an inquiry would have to be made to ComEd, Dresden site and RIII can assess the issue against Com Ed procedures, ASME Code requirements for owners, and actual design calculations.

I noted that none of the CI's audit findings we reviewed, nor the CI statements we reviewed from interview transcripts, provided an example where Com Ed did not review design calculations. Consequently, we did not pursue that issue. It appears to me that the CI confuses and interchanges the terms "design change" and "calculation." Also, the CI did not seem to acknowledge nor refute our contention that, in our sample, US Tool and Die did not make any design changes, and that they operated within the parameters of the design drawings and specifications.

Wayne and I discussed this and don't see the need for another allegation board. Consequently, I have not prepared an allegation briefing sheet as you requested.

Please advise as to your desires at this point.

**CC:** Frank Jacobs; M. Wayne Hodges; Michael Tokar

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