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June 8, 1992

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VIA FAX

Joseph F. Scinto, Esq.  
Deputy General Counsel  
Office of the General Counsel  
U.S. Nuclear Regulatory Commission  
Washington, D.C. 20555

Dear Mr. Scinto:

I have received your letter of June 5, 1992, asking whether there is any provision that would restrict the ability of any person to communicate with the NRC at any time with respect to any safety concerns that such person may have about decommissioning or about any other aspect of Shoreham nuclear facility safety in the Agreements which you referenced.

As counsel to, and signatory for, Scientists and Engineers for Secure Energy, Inc. ("SE<sub>2</sub>") to the Settlement Agreement among the Long Island Power Authority ("LIPA"), the Shoreham-Wading River Central School District ("School District") and SE<sub>2</sub>, it may be unclear whether SE<sub>2</sub>'s commitment in Paragraph 2 of that Agreement "to waive any right [SE<sub>2</sub>] may have in the future, to bring any . . . administrative action which seeks to, or will have the effect of preventing or delaying LIPA's decommissioning of Shoreham including but not limited to LIPA's disposition of low-level radioactive waste and spent fuel" could be interpreted to constitute such a restriction. This same commitment is also restated in Paragraph 5 of the Agreement among the four municipalities.

Further, it is possible that such a communication with the NRC with respect to any safety concerns about decommissioning or any other aspect of Shoreham nuclear facility safety could be interpreted to be "the institution of any action before the NRC" allowing another party or parties to make claims, counterclaims or bring other actions against an entity making such a communication to the NRC pursuant to the second proviso of Paragraph 6 of the Settlement Agreement. Otherwise, I see no provision in those Agreements which could be interpreted to constitute such a restriction on the types of communications with the NRC to which you refer.

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Joseph F. Scinto, Esq.  
June 8, 1992  
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I have consulted with Michael J. Englert, Esq., counsel to, and signatory for, the School District as to both Agreements. After reviewing your letter and my proposed response, Mr. Englert has authorized me to state his concurrence with the preceding two paragraphs on behalf of the School District with respect to the School District's commitments..

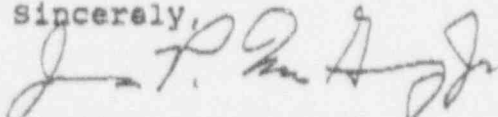
While the language of the Agreements may not be perfectly clear, SE<sub>2</sub> and the School District are willing to commit to the following clarification: Neither SE<sub>2</sub> nor the School District would consider any party to be barred from such communications (including Section 2.206 Requests) by Paragraph 2 of the Settlement Agreement or Paragraph 5 of the Agreement or that such communications would constitute "the institution of any action before the NRC" pursuant to the second proviso of Paragraph 6 of the Settlement Agreement.

However, since these are issues of interpretation by all the parties, a definitive response to your inquiry from, or on behalf of, each party to each Agreement may be appropriate to remove doubt.

In accordance with the principles of mutual respect expressed in the Settlement Agreement, the submission of this response was delayed at the request of Carl R. Schenker, Jr., Esq., LIPA's counsel, to allow LIPA additional time to consider its independent response to your letter. We considered this brief delay to be an appropriate balancing of our duty to respect LIPA's conduct of its responsibilities and our duty to the Commission, and under the Settlement Agreement, to file this letter promptly. We hope the foregoing adequately takes account for LIPA's interests and will expedite the Commission's consideration of the pending motions.

I hope the foregoing is responsive to your inquiry.

Sincerely,



James P. McGranery, Jr.

JPM:jmb

cc: Carl R. Schenker, Jr., Esq.  
Donald P. Irwin, Esq.  
Nicholas S. Reynolds, Esq.  
Stanley B. Klimberg, Esq.  
Richard P. Bonnifield, Esq.