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FILE NO.

DIRECT DIAL NO. 804 788

October 30, 1984

James A. Laurenson, Chairman
Atomic Safety and Licensing
Board
U.S. Nuclear Regulatory
Commission
Washington, D.C. 20555

Jerry R. Kline
Administrative Judge
Atomic Safety and Licensing
Board
U.S. Nuclear Regulatory
Commission
Washington, D.C. 20555

Frederick L. Shon
Administrative Judge
Atomic Safety and Licensing
Board
U.S. Nuclear Regulatory
Commission
Washington, D.C. 20555

DUCK NUMBER
PROD. & UTIL. FAC. 50-3220L

Dear Administrative Judges:

Late last week, LILCO finalized agreements with the lessee of Nassau Veterans Memorial Coliseum (which is owned by Nassau County) and the American Red Cross for use of the Coliseum as a reception center as previously described in LILCO testimony on relocation centers. Accordingly, as promised during the hearings (see Tr. 14,793-97), attached for your information and the information of the parties are the following: (1) a letter dated October 1, 1984 from the Nassau County Executive to the General Manager of the Coliseum, approving of use of the Coliseum as a reception center under the LILCO Plan; (2) a Letter of Agreement between LILCO and the General Manager of the Coliseum, dated September 25, 1984 and approved on October 8, 1984, allowing LILCO and the Red Cross to use the Coliseum as a reception center; and (3) a Letter of Agreement between LILCO and the American Red Cross, dated October 23, 1984 and approved October 24, 1984, providing for coordination between LERO and the Red Cross for those organizations' joint use of the Coliseum as a reception center in response to an emergency at Shoreham. These agreements confirm the implementation of

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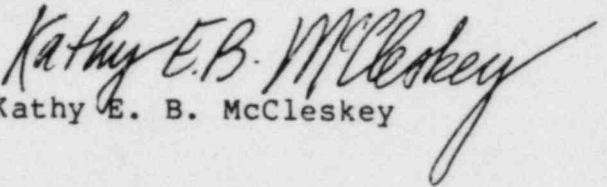
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HUNTON & WILLIAMS

commitments already reflected in the record. See, e.g., LILCO's Proposed Findings of Fact and Conclusions of Law on Offsite Emergency Planning, ¶¶ 522-532. We do not believe that it is necessary to reopen the record in order to receive confirmatory information such as the attached agreements.

Yours very truly,


Kathy E. B. McCleskey

301/869

cc: Service List



FRANCIS T. PURCELL
COUNTY EXECUTIVE

NASSAU COLISEUM

OFFICE OF THE EXECUTIVE
NASSAU COUNTY EXECUTIVE BUILDING
ONE WEST STREET
MINEOLA, N. Y. 11501

OCT 2 KECO

October 1, 1984

Mr. E.B. Sumerlin, Jr.
Vice President/General Manager
Nassau Veterans Memorial Coliseum
Hyatt Management Corporation of New York, Inc.
Uniondale, New York 11553

Dear Mr. Sumerlin:

This letter will confirm discussions between members of my staff with you and officials of the Long Island Lighting Company regarding the use of the Nassau Veterans Memorial Coliseum as a reception center for the public in the event of a radiological emergency at the Shoreham Nuclear Power Station.

I am aware of and approve the use of the Coliseum as a reception center for members of the public requiring assistance from the Local Emergency Response Organization and/or the American Red Cross as a result of any accident at Shoreham which results in the recommendation that the public evacuate from part or all of the Emergency Planning Zone around Shoreham. Included will be:

- a. The identification in public information of the Coliseum as the reception center,
- b. The use of the Coliseum for performing radiological monitoring and decontamination as necessary, and
- c. Cooperation with LILCO in planning, training and exercises as well as in the event of an accident.



FRANCIS T. PURCELL
COUNTY EXECUTIVE

Mr. E. B. Sumerlin, Jr.
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October 1, 1984

I want to assure you that in the event of an emergency at Shoreham, as at all times, the Nassau County Police Department will be prepared to protect the public welfare of all those in Nassau County. The Department will, therefore, be available to provide assistance with security at the Coliseum, and to facilitate traffic flow and parking at the Coliseum and its approaches.

I hope that an agreement can be reached promptly with the Nassau County Chapter of the American Red Cross to formalize their relationship with the Coliseum for its use by the Red Cross during any emergency, including a radiological accident at Shoreham.

Very truly yours,

Francis T. Purcell
County Executive

FTP:ser

cc: Dr. William J. Catacosinos
Long Island Lighting Company
Mr. Frank Rasbury
American Red Cross

ORIGINAL



LONG ISLAND LIGHTING COMPANY

EXECUTIVE OFFICES: 250 OLD COUNTRY ROAD · MINEOLA, NEW YORK 11501

September 25, 1984

Mr. E. B. Sumerlin, Jr.
General Manager
Nassau Veterans Memorial Coliseum
Hyatt Management Corporation of N.Y., Inc.
c/o Nassau Coliseum
Uniondale, NY 11553

Dear Sir:

LETTER OF AGREEMENT FOR USE OF
NASSAU VETERANS MEMORIAL COLISEUM
BY LONG ISLAND LIGHTING COMPANY

This letter confirms our recent discussions regarding the use of Nassau Veterans Memorial Coliseum by Long Island Lighting Company (LILCO) as a reception center during a radiological emergency at the Shoreham Nuclear Power Station.

Use of Facility. Hyatt Management Corporation of New York, Inc., the lessee of the Nassau Veterans Memorial Coliseum, agrees to allow LILCO to use the Coliseum, consisting of the Nassau Veterans Memorial Coliseum building and all parking lots and immediately surrounding property, as a reception center for the general public in planning for and responding to a radiological emergency at Shoreham, pursuant to the Local Offsite Radiological Emergency Response Plan (LILCO Plan) developed by LILCO. LILCO's use of the Coliseum pursuant to the LILCO Plan shall include the following activities:

1. Identifying the Coliseum, in the LILCO Plan and brochures and other information distributed to the public, as a reception center for joint use by LILCO and the American Red Cross in the event of a radiological emergency at Shoreham, where (1) LILCO will register, monitor decontaminate (if necessary), and issue "clean tags" to evacuees, and (2) the Red Cross will provide information and assistance to evacuees as required.

2. Performing radiological monitoring and decontamination, if necessary, in the Coliseum and/or surrounding property in the event of a radiological emergency at Shoreham, including using showers in the building and waterworks on the property for decontamination.

3. Developing layouts and implementing procedures for use of the Coliseum, in cooperation with Nassau County employees to allow LILCO to develop these items expeditiously.

4. Identifying, in cooperation with Coliseum employees, an area in which to store any necessary amounts of equipment and supplies on the property at the facility, and storing such equipment and supplies upon reasonable terms to be agreed to by the parties.

Access. LILCO will be given reasonable access to the Coliseum upon notification by LILCO to Hyatt or the County that a radiological emergency exists at Shoreham. LILCO will also be granted access to the Coliseum to plan for and conduct drills and exercises of the Local Emergency Response Organization. These activities will be scheduled on a time-to-time basis by the parties so as not to interfere with the normal operation of the Coliseum.

Expenses. LILCO will be responsible for any expenses (1) incurred in the development of plans for use of the Coliseum, and (2) in using the Coliseum for planning, drills, exercises, or an emergency response. LILCO will reimburse Nassau County and/or Hyatt, as appropriate, for any expenses incurred by them in connection with such activities.

Insurance and Indemnity. LILCO will be liable for all damage to the Coliseum, normal wear and tear excepted, as a result of LILCO's use of the Coliseum pursuant to this Letter of Agreement, and LILCO will indemnify and hold the County and Hyatt harmless from any claims or suits arising out of injury or death to any person or damage to property resulting from LILCO's use of the Coliseum pursuant to this Letter of Agreement. For all contractual and noncontractual non-nuclear liability arising out of either (1) the training of emergency response members or (2) response to a simulated or actual radiological emergency at Shoreham, LILCO will furnish a statement of self-insurance and/or an appropriate certificate of insurance showing that there is in effect, and will remain in effect throughout the term of this agreement, comprehensive general liability insurance, including property damage, in the following amounts:

Comprehensive General Liability (Including Personal Injury and Contractual Liability) - \$1,000,000.

Bodily Injury (each occurrence) - \$1,000,000.

Property Damage (each occurrence) - \$300,000.

LILCO will name, as additional insured, Hyatt Management Corporation of New York, Inc., its officers, directors, agents, and employees, and the County of Nassau and its cognizant officials, as their interests may appear. Within 10 days after the signing of this Letter of Agreement by the County and Hyatt, LILCO will deliver to Hyatt and the County certificates of insurance or evidence of self-insurance with the limits specified above, evidencing that the policies or self-insurance required from LILCO are in full force and effect.

Mr. E. B. Sumerlin, Jr.
September 25, 1984
Page 3



If you find that this Letter of Agreement accurately represents our understanding regarding LILCO's use of the Coliseum during an emergency at Shoreham, please sign the Letter below and return it to me. Thank you very much for allowing us to use the Coliseum in our efforts to aid the public in the unlikely event that an emergency were to occur at Shoreham.

Very truly yours,

A handwritten signature in cursive script, appearing to read "W. J. Catacosinos".

Dr. William J. Catacosinos
Chairman of the Board and
Chief Executive Officer
Long Island Lighting Company

A handwritten signature in cursive script, appearing to read "E. B. Sumerlin, Jr.". Below the signature is the text "HYATT MANAGEMENT CORPORATION OF NEW YORK, INC.".

HYATT MANAGEMENT CORPORATION
OF NEW YORK, INC.

DATE: 10/8/84



LONG ISLAND LIGHTING COMPANY

175 EAST OLD COUNTRY ROAD • HICKSVILLE, NEW YORK 11801



MATTHEW C. CORDARO, Ph. D.
VICE PRESIDENT

October 23, 1984

Mr. Frank M. Rasbury
Executive Director
American Red Cross
Nassau County Chapter
264 Old Country Road
Mineola, New York 11501

Letter of Agreement for Use of Nassau Veterans Memorial Coliseum by American Red Cross

Dear Mr. Rasbury:

As you know, Long Island Lighting Company has entered into an agreement with Hyatt Management Corporation for the use of the Nassau Veterans Memorial Coliseum (Coliseum) as a reception center pursuant to the Local Offsite Radiological Emergency Response Plan (LILCO Plan) developed by LILCO. A copy of that agreement, dated September 25, 1984, is attached to this letter. The purpose of this letter is to set out our understanding regarding LILCO's and the American Red Cross' use of the Coliseum as a reception center pursuant to the LILCO Plan.

LILCO will identify the Nassau Veterans Memorial Coliseum in the LILCO Plan, brochures, and other information distributed to the Red Cross in the event of a radiological emergency at Shoreham, where 1) the Local Emergency Response Organization (LERO) will register, monitor, decontaminate (if necessary), and issue "clean tags" to evacuees, and 2) the American Red Cross will provide information and assistance to evacuees as required. The American Red Cross will provide Red Cross staff to assist evacuees and to direct evacuees to congregate care centers operated by the Red Cross, chosen from among those on the list provided with the Letter of Agreement between Long Island Lighting Company and the American Red Cross dated July 25, 1984.

Red Cross Staff at the Nassau Coliseum will coordinate with LERO monitoring and decontamination personnel to define a "clean" area from which the Red Cross will operate at the Coliseum; evacuees will be monitored and, if necessary, decontaminated by LERO personnel prior to being directed to Red Cross staff members at the Coliseum. American Red Cross staff at congregate care centers will be trained to send any evacuee who has not been monitored (should any find his way to a congregate care center without first going to the Coliseum) back to the Coliseum for monitoring prior to accepting him into

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Mr. Frank M. Rasbury

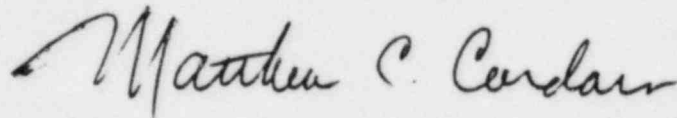
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October 23, 1984

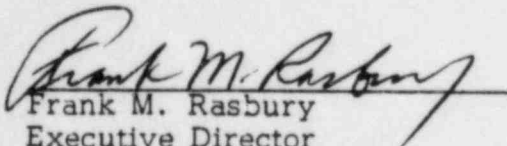
LILCO LONG ISLAND LIGHTING COMPANY
the congregate care centers. The location of specific congregate care centers will not be included in public information materials; all evacuees will be directed to go to the Coliseum.

If you find that this letter accurately represents our understanding regarding the American Red Cross' use with LILCO of the Nassau Veterans Memorial Coliseum during an emergency at Shoreham, please sign the letter below and return it to me. Thank you very much for your continued efforts to provide aid to the public in the unlikely event that an emergency were to occur at Shoreham.

Very truly yours,



Matthew C. Cordaro, Ph.D.
Vice President



Frank M. Rasbury
Executive Director
American Red Cross
Nassau County Chapter

DATED: October 24, 1984