

**OFFICIAL TRANSCRIPT OF PROCEEDINGS
UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION**

Title: MEETING

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UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

MEETING

Oyster Creek Nuclear Generating
Station
Administration Building/Cafeteria
Route 9
Forked River, NJ 08731

Wednesday, October 20, 1999

The meeting commenced, pursuant to notice, at 7:35
p.m.

P R O C E E D I N G S

[7:35 p.m.]

MS. ADENSAM: Mr. O'Donnell, I would suggest that before we continue with your presentation, we take just a few minutes for the court reporter to set up and join us. And, also, would you repeat our names, so that -- to help her out, in keeping track of --

COURT REPORTER: I have that.

MS. ADENSAM: Oh, you have that? Okay, great; great. So, how much more time do you think you need?

REPORTER: I'm ready right now.

MS. ADENSAM: Oh, okay; fine; great.

MR. LEVIN: Thank you. I'm lucky; I'm the first one to get reported.

[Laughter.]

MR. LEVIN: Good evening, everybody. I feel somewhat abashed. Everything I was going to say has just been said by my predecessor, and I'm going to say it again anyway, since I didn't prepare anything else for today.

My name is Sandy Levin. I'm the director of operations and maintenance for Oyster Creek. My reason for speaking today is to discuss potential effects on the ongoing plant operation regarding the sale of the back site or the Forked River site to Sithe Industries. There are several areas I wanted to talk about and most of those have

1 already been mentioned.

2 The first is the exclusion area, the exclusion
3 area boundary. I think nuclear power plants are required to
4 maintain a certain exclusionary boundary by 10 feet by 100.
5 It's usually defined in tech specs. It's, also, defined in
6 Section V of our tech specs. It was stated earlier that
7 we're required to maintain an EAB of 1,358 feet circle
8 around the center line of our reactor building. That is
9 just the circular area.

10 What's it for? Why 1,358 feet? That's a strange
11 number. Where did all of this come from? The 1,358 feet is
12 really based on accident analysis, dealing with dose rates
13 to the public; how long somebody can stay in that area after
14 a potential accident and not exceed 25 in a two-hour period.
15 The boundary was determined by calculation and is part of
16 our original licensing basis.

17 As part of the Part 100, we're required to
18 maintain complete control of that area. We're not required
19 to own it. We're required to be able to maintain control;
20 control over access to it, people in, out, what activities
21 take place there, and even what structures and buildings may
22 be built there. And that control has, up until now, been
23 easy for us to exercise, because our co-owners, New Jersey
24 Central, GPU Energy, owns that property.

25 With that property being transferred to Sithe, our

1 only concern is, Sithe, is it okay for us to continue to
2 maintain control, as we had in the past. They said, no
3 problem. The reason is they weren't planning to do anything
4 with this particular area anyway. And as of now, they have
5 no plans for it. They agree that if, for any reason, they
6 would want to use that area in the future for, I don't know,
7 building, plant corn, whatever they would like to do, they
8 would notify us in advance and we, then, have to make an
9 evaluation of that activity. Again, Part 100 would require
10 us to do a 50.59 evaluation, if any activity in the EAB
11 would affect safe operation of the plant for nuclear safety.
12 And we have built that into our program, such that if we
13 were notified or when we are notified by Sithe, that any
14 activity would take place here that could affect either of
15 those two issues, nuclear safety or safe operation of plant,
16 we will do a formal 50.59. As Ron Zak had stated earlier,
17 50.59 is a safety issue that just goes through the same
18 types of things that he explained earlier, with regard to
19 the sale of the entire property.

20 About 20 percent of the entire area is covered by
21 this sale, so we will continue to maintain control over the
22 other 80 percent, just as we do now. For the plant
23 operation, we don't see a difference. It's almost invisible
24 to this. It gives us the authority to exclude equipment,
25 people, or to authorize those very same activities that take

1 place. That is in the agreement, no question.

2 With regard to the agreement, we notice in the --
3 on the bullets, we do have the authority by the agreement to
4 determine all activities, to authorize and exclude or remove
5 personnel and property, and to cover any future
6 contingencies regarding additional regulations that may come
7 up in the future. We, also, reached an agreement there,
8 that as necessary for any future requirements that may be
9 imposed, we maintain control. As we mentioned, at the
10 present time, Sithe has identified no activities that they
11 -- at this point, that they plan to use that property for.

12 The other matter that is probably of highest
13 interest to the plant, though, in terms of nuclear safety
14 and continued operation, is not this particular area. The
15 more important issue deals with combustion turbines.
16 Combustion turbines are located just on the other side of
17 the intake canal. On the photograph, you can see them here.
18 If I look at this drawing showing the exclusionary boundary,
19 they are located just inside the exclusionary boundary.
20 These are two combustion turbines, which are being sold; not
21 only the land, but the asset, itself, is being sold to
22 Sithe. Sithe will operate it in the future. They are --
23 combustion turbines are much like jet engines. They will
24 operate either off of gas or oil and this particular site
25 has the capability of operating off of either one.

1 MR. HOLIAN: Will that capability be maintained,
2 the dual fuel sources?

3 MR. LEVIN: Yes, sir. At this time, absolutely.
4 We have reached a -- well, we haven't reached this
5 agreement, yet. We have imposed upon Sithe a whole list of
6 requirements, the same list of requirements which we have
7 had with Jersey Central or doing business with GPU Energy,
8 with regard to the ongoing maintenance, availability,
9 reliability, the QC type controls, procedural controls,
10 modification controls, startup and test controls, our
11 periodic surveillances, etc. These have all been enumerated
12 in a specific schedule associated with the sales agreement
13 and they have been provided to Sithe for their ongoing
14 agreement with us.

15 Now, in the past, we haven't had to pay for those
16 services. Now, since there is a new owner, the only thing I
17 will notice will be every time we ask to test them and use
18 them, it's going to cost me some money, because, now,
19 somebody else will be operating them. And -- I'm sorry,
20 yeah?

21 MR. HOLIAN: Earlier, there was a question about
22 --

23 MR. LEVIN: Yes.

24 MR. HOLIAN: What percentage is that you can pass
25 -- that you foresee that being changed?

1 MR. LEVIN: Mike, do you know about how long
2 they've been using -- taking this percent --

3 MS. ADENSAM: Could you identify yourself?

4 MR. LEVIN: I'd like to introduce Mike Godknecht,
5 who is our system engineer that oversees that combustion
6 turbines.

7 MR. GODKNECHT: You want to know, basically, from
8 a run time, how much percentage of the time they've been
9 running; right? I would say 15 percent, and that's --
10 they're on three times during the year where it runs a lot
11 more than it does at other times. For instance, right now,
12 it's not running hard at all. In the summertime, they were
13 starting several times a day. But, 15 percent, if you look
14 at a year average, it would be about that.

15 MR. HOLIAN: I didn't see any -- the fact that
16 there was any limit on what they could be used for, is that
17 true?

18 MR. LEVIN: No, only that they be used primarily
19 for peaking. That was part of our initial safety evaluation
20 with the NRC and that requirement has been on that.
21 Combustion turbines are not -- these are not -- these are
22 old combustion turbines. It's not very economical to
23 operate, so it's not something they would use typically for
24 anything other than peaking.

25 MR. HOLIAN: Earlier, you mentioned if you were

1 notified or when you were notified, people were in and
2 around the exclusion area boundary, you can see most of
3 them, when you look around, and you can notice if it -- how
4 do you cover the fact of if you're not outside? I mean, in
5 other words, do you have procedural areas, where you would
6 still notice any buildings that might impact combustion
7 turbines or have you thought about that aspect?

8 MR. LEVIN: As you say, it's very easy to see.
9 It's a small area on the other side of the canal and almost
10 -- almost difficult to overlook, not noticing something
11 taking place. But, what you're asking is what contractual
12 remedies do we have, if they should violate the contract,
13 and we have the normal legal remedies that would be imposed
14 at any time. But, that applies for any of these criteria.
15 Additionally, we're asking for specific authority, for
16 instance on the combustion turbines, if they're unable to
17 maintain the combustion turbines, in accordance with all the
18 commitments and regulations, for us to take over the
19 operation of those facilities at their expense. So, there's
20 a penalty to them, if they do not agree with the -- or if
21 they do not comply with the contract. So, it's obviously in
22 their best interest to do so, as it is in ours.

23 Yes, Mike?

24 MR. GODKNECHT: Let me just say on that, we do
25 make routine tours of that site. So, we go over there and

1 we tour the site, and that's part of our requirements, that
2 we're going to still have the access, so that we can make
3 the tour, and that will be something --

4 MR. LEVIN: The other area that gets toured much
5 more frequently than that is right beside there is our
6 switch yard, and operations and engineering has weekly type
7 tours of the switch yard area. And as a result of that,
8 we're always over there. It's not something you can miss.

9 MR. HOLIAN: One other question I have. Your PRA,
10 have your risk people looked at the change of the site
11 boundary? I mean, I'm not quite sure we covered that -- a
12 few years back on that -- I mean, if your risk people don't
13 get the increase in external events, fires -- I guess --
14 updated your risk numbers?

15 MR. LEVIN: I don't know the change in the PRA or
16 no analysis done, with regard to a change in ownership. A
17 good question, though, and something I think we can go look
18 at. Do you know of anything, Mike, by any chance?

19 MR. GODKNECHT: We did it just for the simple
20 transfer of the CTs. We made some assumptions of the risk
21 that would be involved and we didn't see any there. But, we
22 did not look at the whole site, that I know of.

23 MS. LIPOTI: But, I think -- I mean, there's no
24 fence that shows where the structure begins and where it
25 ends.

1 MR. LEVIN: No.

2 MS. LIPOTI: There's no delineation. There's no
3 -- I mean, who cuts the grass? So, you can't really tell
4 where one owner and another one -- controller ends and
5 another controller begins.

6 MR. LEVIN: That is definitely correct, yes.
7 There is no line of demarcation, no goal line on the ground.

8 MS. PASTIS: Sandy, if Sithe, itself, were go be
9 sold, what affect would that have on this agreement?

10 MR. LEVIN: At this point, we don't think there's
11 any. With those very specific features that we think were
12 important to the ongoing operation, I believe it was -- just
13 as if we are sold, it was transferable. This was, also, I
14 believe, transferrable, if Sithe were sold to another
15 company. They're obligated to pass that on, also.

16 MS. PASTIS: Meaning the contractual agreement --

17 MR. LEVIN: Yes.

18 MS. PASTIS: So, those would stay intact?

19 MR. LEVIN: They would stay intact to Sithe and
20 their assigns or here or GPU Nuclear and Sithe.

21 MR. LEWIS: The easements literally run with the
22 property. The easements are to the Oyster Creek property,
23 so whoever owns the property has the easements. They're
24 appurtenant to the land.

25 MS. PASTIS: The land, rather than --

1 MR. LEWIS: Than the person.

2 MR. ZAK: As long as Oyster Creek is a licensed
3 facility. Once the license goes --

4 MR. LEVIN: Well, not just the license. Once we
5 no longer have a need for the specific area, as required by
6 the license. We may stay here as a licensed property -- as
7 a licensed facility and no longer need specific areas. When
8 we no longer need those areas, then we will give them back
9 and lose the easements, at least that's how I read the
10 document.

11 MR. LEWIS: Yes, we have to make a determination

12 MR. LEVIN: Yes, we make that determination for
13 the combustion turbines. Let me make sure -- I'm not sure,
14 other than the NRC, that everybody understands what the
15 purpose of the combustion turbines are. They meet our
16 requirements for a station blackout.

17 And what is station blackout? If we should lose
18 our generation capability -- we make power here. If we're
19 no longer able to do that and, at the same time, there's a
20 loss of the grid, there's a blackout in the area, such that
21 GPU and the other local power companies are unable to
22 provide power and, at the same time, if our onsite emergency
23 diesel generators do no pick up -- we have two emergency
24 diesel generators located in the little building right here
25 -- if they don't work, then that is a station blackout.

1 It's a loss of all AC power. At that point, then we would
2 have two combustion turbines on the back site or on the
3 Forked River site, which would be capable of providing an
4 ultimate supply of AC power. Either one of them is much
5 larger than we need for our demand. But, as part of the
6 agreement, Sithe has to dedicate the entire combustion
7 turbine to our usage and take it off of the grid, if they
8 were using it on the grid. So, that's the combustion
9 turbine and that's why it's very important to us and that's
10 why we've concentrated so heavily on the very specific
11 aspects of its continued operation and maintenance.

12 Are there any other questions on the CTs? Yes,
13 sir?

14 MR. ESELGROTH: Somewhat related. If you had a
15 need at the present time to clear people from that part of
16 the exclusionary area, how quickly are you able to do that
17 right now?

18 MR. LEVIN: They're excluded from the PAB?

19 MR. ESELGROTH: It's a PAB tour portion.

20 MR. LEVIN: We have a -- our security forces are
21 able to get back on the back site or to the Forked River
22 site within minutes. They have speakers on their trucks and
23 they go around and make announcements first of the need to
24 evacuate the area and then they will check areas, to make
25 sure it has been evacuated. So, that really starts taking

1 place in minutes. We practice that type of an exercise
2 during our periodic emergency plan drills.

3 MR. ESELGROTH: How does that compare to what you
4 are expected to happen under a range?

5 MR. LEVIN: I'd say expect no change at all.

6 MS. ADENSAM: Pete?

7 MR. ESELGROTH: Yes, Pete Eselgroth,
8 E-s-e-l-g-r-o-t-h.

9 MR. LEVIN: Lastly, we have a lot of support
10 facilities on the back site that we have just been using out
11 of convenience more than anything else. Since there were a
12 lot of structures built years ago, whenever the Forked River
13 plant was going to be built on that site, we took advantage
14 of the buildings being there, in terms of converting them
15 for our own use. So, since the Forked River plant had been
16 dismantled, and the Forked River plant had been -- being
17 built in this section of the site, we have taken control of
18 the structures for things such as training. Our building --
19 our plant simulator is inside this building, Building 14, a
20 very important structure for us, very expensive. It's a
21 complete control room mockup. We maintain Building 12 for
22 training purposes, as well as several other buildings right
23 near them for mockups, maintenance training, etc. We're
24 going to continue to control those buildings, just as we
25 always have. They are our buildings. We'll continue to use

1 them. We just have easements for the property to gain
2 access to them and to maintain them.

3 Also, on the back site is a firing range. You
4 heard Bill talking about the firing range earlier. Our site
5 security forces need to practice firing weapons every now
6 and then and that's where they go to do their weapons
7 firing, the firing range. This area is on the very rear of
8 the back site, right near the Garden State Parkway over
9 here. It has burns build around it. And we will continue
10 to maintain that area and the structures around it. There
11 are several buildings that are around there.

12 Also important to the plant is this fire pond. It
13 was a dammed up area that allows a pond to accumulate. We
14 have fire pumps located there. Those fire pumps supply fire
15 protection to the site. We have the easements for that
16 area. We have control over the fire pumps. We'll maintain
17 control of the diesels. These are diesel driven fire pumps
18 and we'll maintain them and run surveillances on them, just
19 as we do now. Again, that area is shown in blue, an
20 easement area.

21 The easement area back here was the firing range
22 and the easement area back here consists mostly of those
23 training structures that remain. We, also, have -- you see
24 that easement area comes down this way, also. There's some
25 structures on this side, which contain mostly warehousing

1 type facilities and a couple of maintenance type facilities.
2 If there are outages, we will bring people in and use them
3 for fab shops and welding shops, things like that. So,
4 we'll continue to control those areas, just like we always
5 did in the past.

6 This triangular shape easement area is where our
7 meteorological tower is. We have to have the capability of
8 monitoring the weather, the winds, winds at various
9 elevations, temperature, temperature profiles. That's all
10 part of being able to predict which way the wind is going to
11 blow, in case of a release, either an accident release or
12 any type of event. So, that's how we monitor, to know where
13 to go to check where radiation levels might be. We're,
14 also, required to buy our license and we will maintain that
15 tower as usual.

16 Yes, sir?

17 MR. WHITE: These easements that you're describing
18 now make use of the facilities, the Met tower, the firing
19 range, the fire pond, the CT, are areas that would
20 potentially be subject to NRC inspections. Does the
21 easement do anything to prevent unfettered NRC inspection
22 access?

23 MR. LEVIN: Does it prevent unfettered access?

24 MR. WHITE: Will the NRC have unfettered access,
25 the same way it does now?

1 MR. LEVIN: I believe as a result of the previous
2 conversation we had on this, we included that in the
3 requirement, did we not?

4 MR. O'DONNELL: The question is for the CT?

5 MR. LEVIN: For the CTs, unfettered access for
6 inspection.

7 MR. O'DONNELL: Yeah, one thing we are putting in
8 the agreement with Sithe is that not only we, but, by
9 extension, you know, we'll enter agreement to carrying out
10 his responsibilities.

11 MR. LEVIN: Now, the rest of the structures we
12 still own. So, yes, you can go there. The easement allows
13 free access for you to get there, also. But, we will no
14 longer own that structure, the CTs. We had to specifically
15 include the fact that the NRC can go there for inspection.

16 MR. WHITE: Is that agreement still under
17 negotiation or has that been solidified?

18 MR. LEVIN: It is still under negotiation. I
19 don't think it's been signed yet.

20 MR. O'DONNELL: Let me tell you, the agreement,
21 some of the standards still -- some things are still being
22 negotiated, primarily commercial terms. But, as Sandy said,
23 on the basic requirements for the CT, which are basic
24 fundamental parts of our license, they're not negotiable,
25 you know. The issues of negotiation involve, you know,

1 payment for those services.

2 We are, also, trying to include and make sure that
3 we do include other additional things that are not really
4 directly part of our license, such as the making sure the
5 easements provide access for NRC for the CTs, as well as --
6 and by virtue of our easements, that you would, also, have
7 access to the facilities in the back site. And there's
8 another issue that you had requested us to address, which
9 was to see if we could get Sithe's agreement that for 90
10 days or so after the closing, they would not make any
11 significant change to the property. We have no reason to
12 believe that those aren't going to be accessible and we're
13 still looking at them.

14 MR. CAMPER: Larry Camper, NRC. A conference call
15 was placed with the utilities, as well as representatives of
16 the partnership. We're fully aware of the purchaser and
17 what our expectations were, in terms of having access in the
18 short term to conduct our surveys, as we satisfy our
19 criteria to unfettered access during inspection; of course,
20 not disrupting the site for a period of 90 days, when we
21 can, in fact, conduct adequate surveys. As I said, we want
22 to make sure that the purchaser participates and has a clear
23 understanding of the expectation.

24 MR. HOLIAN: What's the purchaser --

25 MR. LEVIN: I'm sorry, did you say that there was

1 a conference call between you and Sithe?

2 MR. CAMPER: A conference call between you and
3 Sithe representatives participated.

4 MR. O'DONNELL: The conference call -- we engaged
5 in a conference call and you were on. You didn't have the
6 purchaser on.

7 MR. HOLIAN: No, they were not part of that
8 particular conference call. It's up to you to --

9 MR. CAMPER: Yes, but we are basically, you know,
10 dealing with those issues and we have no reason to believe
11 there's going to be any problems.

12 MR. LEVIN: Go ahead.

13 MS. LIPOTI: There are two sites on this property
14 that the state operates. They are part of our continuous
15 radiological monitor. We use those sites. We've had
16 discussed at our quarterly meeting that we had here the fact
17 that we would like to continue to use those sites there. Do
18 you know if that is part of the agreement with Sithe?

19 MR. LEVIN: We researched that question, because
20 it came up, are the crest sites included. And the crest
21 sites are included by extension of the fact that the
22 agreement does discuss environmental monitoring on the site
23 that GPU would like to continue doing, in addition to those
24 normal surveys that would be required.

25 MR. TOSCH: Would that include unfettered access

1 by the states maintaining that equipment?

2 MR. LEVIN: Yes.

3 MR. HOLIAN: I have a question on the fire pond
4 diesels. Are those tech spec pumps? Are those in the tech
5 specs agreed upon?

6 MR. LEVIN: Do you know if they are?

7 MR. CAMPER: They're currently not in the tech
8 specs.

9 MR. LEVIN: They're not in the tech specs.

10 MR. HOLIAN: Even the design of the pond, itself,
11 you have a design limit. Is that part of the easement,
12 where you have a design volume or whatever, the water pump
13 needs to be maintained?

14 MR. LEVIN: For the --

15 MR. HOLIAN: I'm just wondering whether the
16 easement -- the pond, itself, is controlled by the easement,
17 whether there would be any changes to the required pond.

18 MR. CAMPER: You're asking is there a capacity of
19 the pond, right?

20 MR. HOLIAN: Yeah.

21 MR. CAMPER: George Bush?

22 MR. BUSH: The original fire protection is a
23 little -- it's a 951. The capacity to provide seven million
24 gallons, and that's based on calculation of about how much
25 water is in the fire pond.

1 MR. HOLIAN: How do you control that?

2 MR. BUSH: If that were to change, we would have
3 to evaluate that under 50.59, as part of our fire protection
4 program. Seven million gallons is way in excess of what
5 you're required. Three-hundred-thousand gallons per tank
6 will reach your requirement for the fire pond.

7 MR. LEVIN: That was George W. Bush.

8 [Laughter.]

9 MR. LEVIN: And he just happened to know seven
10 million gallons off the top of his head.

11 MS. ADENSAM: Excuse me, but your easement for use
12 of that fire pond, this little blue area down there, doesn't
13 necessarily conclude any guarantees by the purchaser that
14 the water going in there is not going to be deviated.
15 Theoretically, am I correct that the flow is in that
16 direction?

17 MR. BUSH: That is correct.

18 MS. ADENSAM: Yeah. You know, theoretically, they
19 can do something, I guess, to the creek flowing into that
20 pond to divert it or stop it. Do your easements include
21 guarantees they won't do that?

22 MR. BUSH: I don't believe the easement -- I don't
23 know about the easement. I don't believe it precludes them
24 from not -- from damming further on up, you're saying.

25 MS. ADENSAM: Right; right.

1 MR. BUSH: And cutting off the supply?

2 MS. ADENSAM: Right.

3 MR. BUSH: If that were to happen, I would no
4 longer have a fire pond.

5 MS. ADENSAM: Okay.

6 MR. BUSH: And, therefore, I would have to
7 evaluate that under 50.59.

8 MS. ADENSAM: Okay. Now, I understand. Thank
9 you. I just wanted to clarify that.

10 MR. CAMPER: Let me clarify my comment, too. We
11 had discussed the fact -- the conference call that I was
12 referring to, telling her that -- apparently, there was
13 further discussions that indicated the agreement was such
14 that it wasn't clear, and I set up a conference call with
15 you guys to make sure that it was very clear with the
16 purchaser.

17 MR. O'DONNELL: Right.

18 MR. CAMPER: That was a change the last time I had
19 been in that particular loop.

20 MR. LEVIN: I concluded the discussion with regard
21 to the affects of the sale of the back site of the plant.
22 I'd like to, if I could, just take a moment to summarize
23 what GPU has discussed so far regarding the sale.

24 First, plant safety will be maintained. We have
25 had no affect on the performance of any systems, structure,

1 or component identified that would cause any harm to GPU, at
2 this point. Additionally, we will contain control over the
3 exclusion area, as defined by tech specs and with the same
4 control mechanisms that we have today. The combustion
5 turbines will be maintained, operated, keep the same
6 reliability, availability requirements, as we had in the
7 past, and, again, should have no affect on the day-to-day
8 operation of the plant. We retain control over the
9 facilities that are in the easement areas. They will remain
10 with us for ownership, until no longer needed by the
11 license. And lastly, as Bill Cooper explained, the
12 extensive surveys that we have taken on the back site have
13 shown no detection of radioactive material. As a result of
14 all of those things, we believe that our safety evaluation
15 that has been written meets the requirements of 10 CFR 50.59
16 and that we should proceed with the sale of the property as
17 such.

18 With regard to members of the public, GPU forces
19 will, also, be here at the completion of the meeting and
20 will respond to any questions. If there are no further
21 questions of me, I'll turn it back to Elinor.

22 MS. ADENSAM: Okay, thank you. I forgot to
23 mention, and I will apologize, but we have a general
24 information paper about the sale of Oyster Creek that was
25 available and I think Ms. Strinse, Diane Strinse from the

1 NRC staff has copies, if anybody needs -- would like to have
2 a copy. It just describes the process that the agency has
3 been involved in, with regard to this facility.

4 I'd like now to talk a little bit about the
5 process that the agency is following in its review of the
6 proposed release of part of this property. I'd like to go
7 over a little bit of background first. Back in November of
8 last year, GPU came in and asked for an application to amend
9 their tech specs, because they had a restriction of
10 ownership of land within the exclusionary boundary. In
11 other words, they had to own this property, according to the
12 technical specifications.

13 Since there's no regulatory requirement for that
14 matter, we conducted a review and concluded that it was --
15 that was permitted by regulations. It wasn't a public
16 health and safety issue; licensee will comply with the
17 requirements for control of that property; and, therefore,
18 we granted the amendment.

19 In the process of the amendment, the State of New
20 Jersey had written us some questions, asking us about what
21 our regulatory authority was and what the requirements were
22 for continued operation and the decommissioning of the
23 facility. And they, also, wanted to know if the sale of
24 that portion of the site, which, by the way, during our
25 review, we had become aware of it, that the sale of this

1 large portion of the site that contained part of the
2 exclusionary would be considered a partial license
3 termination by the agency.

4 And we hadn't really thought about it, to be
5 honest with you. And we took some time to look into the
6 matter and concluded -- and we sent the State a letter back
7 in, I guess, August -- and told them that the regulation
8 Part 50, Part 20, Part 30, would still apply and that
9 releasing this property, we were going to apply the criteria
10 of Part 20, Subpart E, which is the criteria for a
11 decommissioned site or a terminated license, even though
12 there is a little bit of a gap in our regulations. It
13 doesn't really speak to a partial sale of property --
14 partial release, actually. So, that was a little different
15 -- a little different twist for that, in that regard.

16 We, also, told the State that 10 CFR Part 50.59,
17 as explained to you earlier, was still going to have to be
18 addressed by the licensee, because the final safety analysis
19 report, which is part of the licensee basis, defines the
20 site and, now, they want to redefine the site. So, they
21 could do that under 50.59, if they can conclude that it
22 doesn't affect the tech spec, it doesn't affect the safety
23 question. They have the authority -- mission to do that by
24 that regulation.

25 We, also, sent the licensee a letter in September

1 and we said that, gee, we need to -- we felt we needed to
2 determine whether or not the agency objected to releasing
3 the property for unrestricted use, which was -- that they
4 were going to be sold, and we needed some additional
5 information to do that. And we asked the licensee to
6 provide some information regarding radiation surveys and,
7 you know, how they reached the conclusion -- more
8 information about how they reached the conclusion that they
9 met the criteria of Subpart E.

10 We, also, told them that we might be doing some
11 confirmatory surveys and, indeed, we have been conducting
12 that and I think some more is still planned. And we're
13 going to hold a meeting -- a public meeting, and that's
14 today's meeting, with the licensee and the State of New
15 Jersey, since they had expressed such an interest, and to
16 look into -- discuss the extent of the licensee's effort to
17 try and support the conclusion that they meet those criteria
18 for this property that they will release.

19 The licensee responded now, later in September, on
20 the 22nd, and sent us information, which the staff has under
21 review. And they, also, advised us that they're proceeding
22 with the financial matters related to the sale of the
23 property. And, at that time, I think they were hoping it
24 would be completed this month and that's maybe perhaps a
25 little bit in jeopardy; I'm not sure.

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1 One additional point we made in the letter to the
2 licensee and this has to do with the concerns that we have
3 for final release of the site, at some point down the line.
4 Their current license has got quite a few years on it still.
5 If the owner proposed to go for license renewal and we
6 concluded that was appropriate, it might be many years
7 before. So, we wanted to be certain that when it came to
8 the point that we want to decommission the whole site, that
9 the whole original site would be considered in that
10 decommissioning. And so the licensee was advised that when
11 they look to decommission the rest of the facility and the
12 rest of the site, that whatever is on this site, in the way
13 of any contamination or any measurements of radioactivity,
14 would have to be considered, when you reach the conclusion
15 of whether or not Subpart E is being met. So, these are the
16 criteria we would use to decommissioning the site. So when
17 it comes to that point, they have to treat the whole thing,
18 and that was part of the thing that we advised the licensee
19 that we would be looking into.

20 The process that the agency has been using to look
21 into this is a little innovative, because the -- not too
22 many of our licensees have actually done this. As I said in
23 my opening remarks, the standard that we're applying, and I
24 just found it earlier, on this part of the property, there's
25 still going to be a standard of 10 CFR Part 20, Subpart E,

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1 as if it were a decommissioned site, even though they're not
2 in decommissioning. As I mentioned earlier, also, 10 CFR
3 50.82 is the part of the regulations that speaks to
4 terminating licensees and it doesn't have any part of that
5 regulation that provides for partial decommissioning or the
6 partial release or partial termination of a license.

7 Materials licenses have a little more regulations
8 affecting the material licensings. People working with
9 other nuclear material outside of reactors have a little
10 more definition about that and they have a little better
11 process to find in a regulation. So, we're going to be
12 looking to try and correct that.

13 We've asked GPU for this information on how we're
14 going to release the sites and to help us determine whether
15 or not we would object. And that's the position we find
16 ourselves in, as to whether we would object or not object to
17 it. The -- if Subpart E criteria for unrestricted release
18 is met, there wouldn't be any basis for us to object into
19 releasing the site. On the other hand, if those criteria
20 are not met and the licensee would, for some reason,
21 suddenly object to remediating, if they disagreed with us,
22 perhaps, then we might have to take some further regulatory
23 action. We've been very fortunate that GPU, up to this
24 point in time, have been very cooperative in dealing with a
25 regulatory process, and we'd like to thank them for that.

1 It certainly makes our life a little bit easier.

2 We're, also, doing the review of their 50.59
3 evaluation. That has been placed in the public document
4 room. The licensee did not submit it. They did provide it
5 to the agency and we just put it in a TDR. So, if any
6 members of the public want to go to a local public document
7 room, that document is available there.

8 As mentioned earlier, this talks about not only
9 the sale of the property, but the sale of the gas turbines
10 in this area and reduction of the site boundary from 10 CFR
11 Part 20 for normal effluent measurements and so forth, and,
12 also, any emergency preparedness or security modifications
13 that might be impacted by change to the site boundary. Our
14 Region I office has responsibility for doing an inspection
15 of that 50.59, which is to be reported to the rest of the
16 staff.

17 We're, also, reviewing that 50.59, to verify that
18 they are appropriate to hold, with regard to availability of
19 emergency power to these combustion turbines. This is -- we
20 have a regulation regarding station blackout. I think it
21 was referred to earlier. The licensee has provided -- has
22 an alternate AC source, alternate current source, that's
23 what those combustion turbines are for, and we are looking
24 into that, to be certain that the evaluation that we
25 reviewed, at that point in time, is still valid with

1 whatever change is being made here in ownership. We're,
2 also, verifying that the site boundary dose is now less than
3 an exposure. We're doing a check -- going back behind the
4 licensee checking that.

5 The big part of our effort, however, is review of
6 the radiologic condition of the property and the assumptions
7 the licensee is making with regard to that. And we're going
8 to be evaluating the basis for concluding the property is --
9 the licensee's basis for concluding the property is suitable
10 for release, in accordance with Subpart E. We're doing
11 confirmatory surveys. And at the end of our inspection
12 effort, there will be an exit interview with the licensee
13 that will, also, be open to the public. So, that will be
14 noticed and would be -- the time and location would be
15 advertised.

16 Mr. Larry Camper, from our Nuclear Material Safety
17 and Safeguard Office, is going to discuss our review of the
18 methodology that GPU has been using to assess the impact of
19 their -- you know, what they've gotten from all of their
20 measurements. Mr. John White, from our Region I office, is
21 going to talk about the independent confirmatory surveys and
22 the sampling that is currently underway.

23 We did talk to the licensee. We did ask them to
24 give us 90 days to do our review. They were, at that time,
25 going to their purchasers, to whether or not they would

1 leave the property basically alone, so that we could look at
2 it like it is today and make sure nothing happens, and we
3 are taking every step we can to try to complete our review
4 within 90 days. If there are other delays, we might get
5 ahead. But, I think the bottom line is, if this sale --
6 actual sale of the property will occur before we complete
7 our review, before we would be in the position to object or
8 not object to release of the property for unrestricted use.
9 The agency is not involved, in any way, in actual sale of
10 the property. And I know it sounds kind of weird, because
11 we're going to sale and releasing it, but to us, as a
12 regulator of a licensee, we have a little different view of
13 the matter. And we would continue to hold GPU responsible
14 for any radioactive material in there.

15 We have been working closely with the State of New
16 Jersey -- that they know what we're doing. I'd like for
17 them to comment on it, which they may very well, and,
18 perhaps, make some suggestions or modify our own position;
19 but, they, at least, know what we're doing. And we, also,
20 have in our -- let's see -- I think I've covered most of my
21 points here. And I think, at this point in time, it would
22 be most expeditious if I turn it over to you, Mr. Camper.

23 Because of the lateness, I do not plan on taking
24 any breaks. So, if anyone feels a need to leave, I would
25 ask them to go ahead.

1 MR. CAMPER: Thank you. Good evening. It is
2 getting late and a lot of the things that I wanted to cover
3 have been touched upon either by the utility or by Elinor.
4 So, I will probably keep my comments ultimately short.

5 I am the chief of the Decommissioning Branch and
6 we are providing technical support to the Office of Nuclear
7 Reactor and Regulation, NRR. We're focusing primarily on
8 satisfying the criteria that is associated with
9 decommissioning. Even though as Elinor has pointed out and
10 GPU has pointed out, this is not decommissioning by
11 definition. We believe the same standards and what the same
12 approach is appropriate.

13 I think since this is a public meeting, I do want
14 to make a moment or two, to comment upon some issues that I
15 think may be important to members of the lay public,
16 especially those who are non-nuclear. If I look out there,
17 I see many nuclear folks, but there may be some lay public
18 out there. And I think the point that I want to make is
19 that we have -- we do face some challenges. That's already
20 been pointed out. We do not have exclusive criteria in our
21 regulations in Part 50, with partial site releases, but we
22 are making sure that we go through the immediate situation
23 of Oyster Creek. We're doing the best we possibly can for
24 public health and safety by bringing to bear the criteria in
25 Part 20, Subpart E. Similarly the utilities face a

1 challenge regarding this, because they, too, want to know
2 that when they go through this process, there will be some
3 method of documentation to demonstrate that the parcel of
4 land involved in Oyster Creek is, indeed, suitable.

5 Stakeholder confidence: this is a public meeting.
6 We have a great deal of interest, as does our colleagues of
7 the State of New Jersey, to ensure that public health is
8 met. This is one of the primary reasons why this is being
9 held as a public meeting.

10 The site in question at Oyster Creek will
11 ultimately be released for unrestricted use. That's the
12 underlying assumption. If that's the case, then we have to
13 make sure that what front end work is needed to be done at
14 this point, obviously, because ultimately, a particular
15 licensee or any other licensee is subject to the
16 requirements of 50.82, as Elinor has pointed out. 50.82
17 comes to bear when there's a determination of the operating
18 license and the utility needs decommissioning. Obviously,
19 if we're going to release this portion of the site, at this
20 particular point in time, we do our work on the front end,
21 because it will become very difficult, if not impossible, to
22 go back and do it at a later time, because we know the site
23 will be released for unrestricted use. So, we have plenty
24 of work to do.

25 What is the criteria that comes to bear in Part

1 20, Subpart E? As was indicated earlier, it is set forth in
2 20.1402. That criteria is that residual radioactivity
3 remains a distinction and from the background, will not
4 exceed 25 millirem per year and that the site be to ALARA.
5 It is at hand, 25 millirem and ALARA.

6 Now, for the non-nuclear people in the audience,
7 if there are any, you might ask yourself what is this
8 millirem, what does that really mean to me. Well, millirem
9 is a term we use for protection. Rem means raised
10 equivalent to man; that really is that the usual dose brings
11 to bear considerations such as the nuclides involved, the
12 conditions that they give out, or the biological
13 consequences of that. What this really means is, is that we
14 want to know -- this 25 millirem applies to the average
15 number of a population -- that really means is what we call
16 a resident farmer scenario. Someone comes at a later time,
17 decides to farm that land, decides to grow vegetables and
18 eat those vegetables, drills a well there, decides to drink
19 the water. We want to make sure that that person -- that
20 type of person does not exceed 25 millirems per year.

21 Those 25 millirem -- I'll put that to you in
22 perspective -- each of us receive on the order of a couple
23 of hundred or so millirems per year, as a result of
24 radiation. You get on an airplane that leaves Philadelphia,
25 fly to Denver, you're talking about 3 millirem. So, you can

1 see, we're talking about very low numbers of exposure under
2 very conservative scenarios. Our 25 millirem criteria does
3 include halfway in between a groundwater for drinking water
4 purposes.

5 Now, this criteria is going to be straightforward,
6 in a case where there's a non-impacted site. You've heard
7 that term earlier. That means examination of historical
8 site demonstrates that there is no radioactivity that has
9 been placed on this particular part of the land. In the
10 case of Oyster Creek, we have an impacted site, and that is
11 why the utility goes through the trouble to do the types of
12 analysis that they have done; that is why you have seen the
13 NRC and the State of New Jersey taking a very close look at
14 that.

15 We, also, want to make sure that there is no dose
16 contribution that comes to bear on that portion of the site,
17 at least at this point in time, because we're limited to the
18 25 millirem criteria. It applies to the entire site as was
19 originally licensed. So, if there were any dose
20 contribution, that particular portion of the site that's
21 being leaked, at this point in time, we would need to know
22 what it is and factor it into the overall 25 millirem
23 criteria. Now, as clearly pointed out, the surveys are
24 finding no radioactivity and, therefore, in turn, we would
25 expect no dose contribution to impact the 25 millirem

1 criteria.

2 As was pointed out, we did send a letter the
3 second of September to the utility. We asked a number of
4 questions and the kinds of information that we were looking
5 for, when we sent them the letter, was the location of
6 impacted areas, where licensed radioactive material had been
7 historically or was presently; the disposition of all
8 licensed materials, including the accumulated wastes; what
9 was the basis that the licensee was using to ensure the
10 criteria that Part 20, Subpart E had been met, that dealt
11 with the dose assessment, results of radiation surveys, and
12 the guidance that they used to conduct their survey. You
13 heard the term "MARSSIM" mentioned earlier. That is a
14 survey methodology that has been developed through a
15 multi-agency approach. It's a survey methodology that the
16 staff finds acceptable and that is the type of methodology
17 that is being used by the licensee.

18 Information that is submitted to us by the utility
19 is a matter of public record. These are docketed and they
20 are available for public review. This public meeting is
21 part of this process. Obviously, we're all here tonight.
22 At this particular meeting, we are trying to explain to you
23 the process that we are following, the analysis that's
24 ongoing. We will be conducting analyses, ourselves,
25 confirmatory surveys, this type of thing, with the State of

1 New Jersey. So, our purpose tonight is not to explain the
2 findings per se, but try to convey to you the process that
3 we're following and, ultimately, the kinds of conclusions
4 that we hope to reach. We will be conducting confirmatory
5 surveys. We typically do that.

6 We have an established review process. The
7 process that we are following, as Elinor mentioned, is very
8 much like what we do when we are decommissioning; very few
9 differences between the process that we're following here,
10 the types of process that we do, in terms of reviewing by
11 the staff.

12 There are a number of guidance documents that
13 exist that explain this process. These are available to
14 licensees. They use them as they go about preparing for
15 their survey. They submit information to us. They are
16 available for public review. One of those is this draft
17 guide. It's a regulatory guide, DG-4006. It goes to a
18 rather extensive discussion of things such as dose modeling,
19 final surveys, how to satisfy ALARA requirements. It does
20 touch upon restricted use scenario, but that's not the case
21 at hand here. An additional guidance is available in a
22 number of our NUREG documents. NUREG is a guidance
23 document. It's not a new regulation. These other guidance
24 documents that you see depicted in the slide are designed to
25 provide additional support information, to help licensees to

1 carry out the overall MARSSIM survey process.

2 Where are we in this particular review? Dr. Rich
3 Clement asked a few questions earlier of my staff. He's the
4 PM at headquarters, who is actually looking at the submittal
5 by the utility. We did send a letter back, in response to
6 their September the 22nd letter. I think we asked something
7 of the order of seven or eight questions, as I recall. The
8 licensee does need to provide us some copies of reports that
9 were referenced in that submittal; the licensee needs to
10 provide additional radiological analyses; and we want them
11 to clarify or provide references to calculations that were
12 provided in the submittal. We understand the licensee is
13 eager to do this and we will be getting a response to our
14 inquiries soon.

15 Just touching briefly on the inspections -- I know
16 that John from Region I will talk a little bit more about
17 this, so I'll only mention that the inspections are
18 coordinated out of our regional office. We do that in
19 concert with ongoing dialogue with headquarters. John will
20 talk to you about the details of how that will play itself
21 out.

22 And then, finally, in summary, the licensee has
23 obviously submitted information that we have taken a look
24 at. We have reviewed that. We did generate certain
25 questions. We are now waiting to get their response. We

1 will take a look at that and hopefully will bring this
2 matter to closure. The purpose of the licensee submitting
3 their information and the purpose of our review is to
4 satisfy the criteria in Part 20, Subpart E, which I hope I
5 explained quickly and rather simply. We will initiate
6 confirmatory surveys at the stage where we -- it appears
7 that the release criteria is going to be met. We will,
8 ultimately, notify the licensee of our findings, in terms of
9 their having satisfied the criteria in Part 20, Subpart E.

10 As someone mentioned earlier, perhaps Elinor, I
11 think, in this particular case, because of the current
12 regulatory situation that she described, we will providing a
13 letter to the licensee, expressing no objection to the
14 release of the land for unrestricted release. If we had
15 more explicit regulations in Part 50, we would provide an
16 approval process, as such. But, we believe that this
17 approach will allow this matter to be dealt with in a prompt
18 manner, while ensuring that, ultimately, the criteria in
19 Part 20, Subpart E has, in fact, been met.

20 As has also been mentioned, ultimately, the
21 licensee will be to satisfy the criteria of 50.82, and that
22 criteria, again, is that when they decided to bring the
23 utility, the functioning nuclear power plant to a close and
24 seek to terminate their license and decommission the plant,
25 they will, ultimately, be responsible for satisfying that

1 criteria. And, again, that's why it's terribly important
2 that we go through the kinds of analyses that we are going
3 through, at this stage of the game, to ensure that that
4 particular portion of the site that is released, that can be
5 brought to bear and considered as part of the overall
6 process that we move towards closure and satisfying 50.82.

7 And that's all I have to say.

8 MR. HOLIAN: One clarification, I was in and out,
9 one sentence, but the process would be a letter of no
10 objection, that's if the criteria is met. That, of course,
11 is not a predisposition, which I clarified.

12 MR. LEVIN: Okay. Thank you.

13 MR. WHITE: Following along with Larry Camper's
14 discussion, Larry's group is essentially reviewing the
15 licensee's submittal and they're going to get back to us
16 with the answer to the question, does this information that
17 the licensee has provided us, is it sufficient for the
18 agency to say that, if the licensee has, in fact, done this,
19 if these are accurate data, if this process has been
20 followed -- the MARSSIM process has been followed, as the
21 licensee indicated it has been, does this provide -- is this
22 enough for us to say that, if this is all true, then the
23 agency should have no objection to the release of the
24 property and that it meets the criteria of 10 CFR 20,
25 Subpart E, and they have explained what Subpart E means.

1 The next question, then, becomes -- is to us, and
2 that is: there's no regulatory requirement that says that
3 an agency has to do confirmatory measures. It's
4 discretionary. In this particular case, since this is
5 somewhat a precedent, that is the transferring of a piece of
6 property of this magnitude and size and that we have no --
7 there's a gap in the regulation, as Elinor has claimed, the
8 agency has determined that it would prudent and valuable for
9 us to at least do a confirmatory measurement. And that's
10 our intention. The purpose of the confirmatory measurement
11 would be to do exactly what -- to clarify, to validate that
12 the information that the licensee has provided us is, in
13 fact, true and accurate; actually going out and doing our
14 own independent study on the site.

15 We have initiated this. On October 12th, last
16 week, an NRC team, and accompanied by representatives from
17 the State of New Jersey, did come to the site and at least
18 did a preliminary study. This was very limited. It's not
19 -- that does not constitute a confirmatory measurement, but
20 at least starts the process. What we did is we came on site
21 with a team from the NRC Region I, also accompanied by Mr.
22 Rich Clemens, and then representatives from the State of New
23 Jersey and representatives from GPU, and what we did is we
24 took samples, soil samples and water samples at various
25 locations around the site; not many, only about 11 samples

1 total: eight soil samples and about 11 -- three water
2 samples.

3 This constitutes -- this pictures shows you -- it
4 depicts what we did on the 12th. The firing range, which is
5 the area of most interest, because this is the area that
6 licenses -- was, in fact, impacted, to some degree, by the
7 fact that some soil, back in 1990, was dumped there and then
8 later removed. We have interest in that. While the rest of
9 the site, the licensee indicates has been non-impacted, we
10 did take a few soil samples in areas that were of interest
11 to us and to the State of New Jersey, and we took water
12 samples at the fire pond and, two, the retention pond.

13 The results of those surveys, as far as we've been
14 able to determine, is that we found no activity in any of
15 the samples. That includes the water samples and the soil
16 samples. But, as I indicated before, that's only
17 preliminary. It's not the -- it does not constitute the
18 extent of the confirmatory survey that we are continuing to
19 do.

20 MS. ADENSAM: John, just a question, the licensee
21 represents that they've taken quite a few of -- you know,
22 buildings and so forth, or hundreds of thousands of samples.
23 Could you kind of give the -- kind of a relative what our
24 planning is? I mean, we're not going to be doing anywhere
25 near that.

1 MR. WHITE: Right. This survey up here is going
2 to be October 15th. The confirmatory survey that we're
3 going to do is -- while we review the licensee's data --
4 we're going to review the licensee's data, has a very
5 extensive data package that they turned in. They've done,
6 as Elinor indicated, hundreds of thousands of smears in the
7 building. They've conducted about 75 or so soil samples,
8 taken water samples. They've looked at -- they've assessed
9 the groundwater for the survey.

10 When we do our confirmatory survey, we're not
11 going to repeat that. We're going to analyze what they've
12 given us and we're going to design a survey, in association
13 with their contractor Oak Ridge -- Oak Ridge Institute for
14 Science and Education, who is, in fact, an expert in doing
15 these types of surveys. And we're going to develop a survey
16 that essentially will be a spot-check of that information
17 that the licensee has provided. We're going to conduct
18 other soil sampling, water sampling surveys, similar to what
19 we've already done; a little bit more extensive, a little
20 bit more broader scope, but not to the extent that the
21 licensee has already produced information. We're going to
22 spot-check the results.

23 If those spot-checks show that the information the
24 licensee provided, the data that the licensee provided to us
25 is, in fact, true and accurate, that provides us another

1 data form, in terms of the credibility of the licensee
2 survey, along with what Larry Camper's organization has
3 returned, relative to the quality of the package of the
4 program. If that's the case, then we will -- we will report
5 the results of that, in an NRC special report. And then, as
6 Elinor indicated, we are, also, committed that when we do
7 the -- with the licensee on this, that will be, again, a
8 forum much similar to this here. It may be attended by the
9 public. And that's the confirmatory measurements that we
10 will provide.

11 Any questions?

12 MR. LAGGART: I have a question. I understand the
13 survey -- the confirmatory survey will be taken around the
14 middle of November, I believe November 15th.

15 MR. WHITE: November 15th.

16 MR. LAGGART: Does the NRC have a projection when
17 they will finalize no objection to this sale? A time frame?

18 MR. WHITE: Well, you know, we have indicated that
19 we're giving -- or we have an agreement that we'll complete
20 our activity -- any activity on the site within 90 days.
21 And by doing this on November 15th, we'll be within that
22 agreed upon window. Our intention is, is to process the
23 data and get an inspection report out as soon as possible.
24 We'll get with you, as soon as we have information relative
25 to the survey results. As you know, taking the samples,

1 drying the samples, and producing quality results that are
2 needed, in this case, do take some time. But, we're going
3 to try to have them done within 30 days.

4 MR. LAGGART: I understand that, John, for the
5 inspection report and the results of the survey. Is that
6 the letter, then, the inspection results that's going to
7 identify any objection to the sale of the --

8 MS. ADENSAM: No, we would -- we would be
9 proposing to send the licensee an independent letter, which
10 would include the results of NMSS's work, as well as the
11 recent inspection. I think we will probably be -- I'm not
12 sure exactly when we would be looking for their conclusions,
13 but I would assume we would want to see the inspection
14 report, you know, on the record. But, we would expect to
15 send you an independent letter, stating whether we have
16 objections or not. But, you know, there, again, you know,
17 we're pushing to do this as quickly as we can and I'm afraid
18 my schedule is going to hinge largely on the Region's work
19 with our contractor and their ability, and NMSS's work and
20 their ability to come to closure, in the near term.

21 MR. WHITE: And our intention is to expedite that.

22 MS. ADENSAM: Yeah. We would like very much to
23 come to closure on this, as soon as possible. And, also, I
24 think the State has indicated they may have some comments
25 and we would want to certainly have those -- address those

1 comments. There's -- we're working, as best we can, to try
2 and come to closure.

3 MR. WHITE: If there are no further questions,
4 I'll turn it over to Ms. Lipoti.

5 MS. LIPOTI: Good evening. My name is Jill
6 Lipoti. I'm with the Department of Environmental
7 Protection. And I know that it's late and so I will try to
8 make these remarks as brief as possible.

9 But what I -- I did feel what's important was for
10 you to be able to differentiate the roles and
11 responsibilities among the agencies that are here. We're
12 not the federal government; we're the state government.
13 But, we still have a role in this contract. And we've had a
14 role for a long time. We perform environmental monitoring
15 around the nuclear power plant sites in New Jersey. And we
16 take samples of air and water and soil and milk, different
17 types of vegetables and shellfish, and we analyze these
18 samples for their radioactive content.

19 We have used the contractor laboratory, Teledyne
20 Laboratories, and they analyze the samples for gross beta,
21 tritium, strontium, iodine, cesium, cobalt, the types of
22 radio nuclides that you would expect to find, if they were
23 an emission from a nuclear power plant.

24 We have continuous monitoring, as well. There are
25 28 sites that have gamma monitoring stations, such as ion

1 chambers, that send data, minute-by-minute basis, to our
2 office. We can, also, activate air samples and take a grab
3 sample. And each of these sites has a meteorological
4 station, so we can figure out which way the wind is blowing
5 and how strongly. We, also, participate in a
6 thermoluminescent dosimetry program, TLD, and there are 64
7 TLDs that are located at the two nuclear sites.

8 MS. ADENSAM: I have a question, if I may. On
9 your 28 continuous monitoring sites, are those all around
10 the state? Are they concentrated at the nuclear sites?

11 MS. LIPOTI: Did I plant you in the audience?

12 [Laughter.]

13 MS. LIPOTI: I have a map --

14 MS. ADENSAM: Sorry.

15 MS. LIPOTI: That's okay. There's 18 sites around
16 Oyster Creek, because we go all the way around Oyster Creek,
17 and we put the sites in the areas that were chosen, based on
18 the -- as well as on population. There are 10 sites at the
19 Salem and Hope Creek site. And the reason there are fewer
20 sites there is because actually those plants are closer to
21 Delaware. So, there is less space in New Jersey to locate
22 our monitors. So, that's where -- this is where the
23 monitors are located around Oyster Creek. And there are two
24 monitors, as I mentioned earlier, that are on this green
25 site, that we intend to keep on that green site. And we

1 will be closely at the agreement, once it is made available
2 to us, to be sure that we can continue to have our sites
3 there.

4 We think that it is important, from a historic
5 basis, to continue gathering data in exactly the same
6 location that we've been gathering data, rather than to
7 relocate the site. Even relocating by a short distance we
8 think is not a good idea. Thank you for your question.

9 To summarize our monitoring program, we take over
10 1,400 environmental samples every year and we've been doing
11 that since 1981. We do take real time radiation monitors --
12 monitoring data. We report our data monthly in our monthly
13 report. And we, also, participate in a national program,
14 which the EPA runs. It's called the Environmental
15 Monitoring Ambient Program -- Environmental Radiation
16 Ambient Monitoring System. And their purpose, really, isn't
17 to monitor releases from any one particular plant or any one
18 particular site, but is to look at global changes. And so
19 this monitoring system became very important, when there
20 were releases in Chernoble. We participated in that, as
21 well.

22 Now, everybody so far as put up a time line, so I
23 felt that it would be remised if I didn't put up a time
24 line. But, we've been involved in looking at the sale of
25 this and, in fact, we couldn't figure out how it fit within

1 NRC regulations. So, that's why we sent a letter, how do
2 you deal with these. And we have quarterly meetings with
3 GPU and so we knew that they wanted to sell the back site,
4 but we weren't sure how the regulations were going to work
5 dealing with that. So, we asked NRC and they've, also,
6 continued to participate with GPU on gathering data.

7 We've commented, requested clarification. But, we
8 have one other thing that the Department of Environmental
9 Protection is involved in, which the NRC is not involved
10 with, and that's the Industrial Site Recovery Act. And so,
11 in May of 1999, the DEP Industrial Site Recovery Act
12 assigned a case number to Oyster Creek for this Forked River
13 site. And we will be participating in the review of that
14 submission, as well.

15 To quickly summarize -- it is late and we're all
16 getting tired -- our future interactions are in two ways.
17 One is that we will continue to interact with the NRC and
18 with GPU on this submission. The September 22nd submission,
19 we have a copy of that and we will send comments to NRC,
20 copying GPU, so you'll know what we say, and they will use
21 that as a factor in their final recommendation on the site.

22 But, also, there is another dialogue, which is
23 going on between the DEP and the site buyer. What has
24 happened is that Sithe has requested a remediation agreement
25 application and Sithe Industries, the buyer, is the one, who

1 will actually put in the submittal under the Industrial Site
2 Recovery Act. So, our dialogue under ISRA will probably be,
3 once this application is completed, between the State and
4 the buyer. The other thing I want to emphasize is that our
5 environmental monitoring program doesn't go away. That
6 continues.

7 So with that, I will sit down and we certainly
8 welcome comments and questions from the public. And I will
9 answer them as best I can and if you raise something I can't
10 answer, we'll write it down and get back to you. Thank you
11 for your attention.

12 MS. ADENSAM: Thank you, Dr. Lipoti. I was going
13 to ask if the staff had any other comments. John?

14 MR. WHITE: I just want to make one more comment.
15 When we do the survey on November 15th, while it's an NRC
16 exercise, the State of New Jersey intends -- has been
17 invited to participated in that. So, much like we
18 accomplished on October 12th, we expect the same type of
19 thing -- the same type of exercise to be conducted on the
20 week of November 15th. The State of New Jersey will
21 hopefully be participating in excluding samples, in the same
22 manner that they've always been doing.

23 MS. ADENSAM: Does anybody else from the staff
24 have any other additional comments?

25 [No response.]

1 MS. ADENSAM: Does the State? Licensee?

2 [No response.]

3 MS. ADENSAM: Okay. If not, I'd like to thank all
4 the participants. It's been kind of a long evening and I
5 appreciate your time and your efforts and thank you for the
6 time. I'd like to close the meeting with the NRC staff,
7 GPU, and the State of New Jersey, Department of
8 Environmental Protection, at this time.

9 [Whereupon, at 8:52 p.m., the meeting was
10 concluded, to be reconvened in a questions/comments session
11 following immediately.]
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1 Q U E S T I O N S / C O M M E N T S S E S S I O N

2 [8:52 p.m.]

3 And at this time, I would like to offer an
4 opportunity for members of the public, who might want to
5 make comments or who might want to ask questions of the
6 members of the staff, both the licensee and the State of New
7 Jersey representatives, because they are, also, going to
8 answer questions. So, I will say that given that, they,
9 also, are fair game, if you have questions of them. The
10 only thing I ask is if you would please make sure you state
11 your name clearly, so that the recorder can have a record of
12 it. So, do we have any questions from the public? Are
13 there any comments? Yes, sir?

14 MR. THOMAS: Dave Thomas. I would like to know,
15 the sale of this property is standalone or is this item the
16 sale of the other generating assets to Sithe?

17 MR. O'DONNELL: This sale is part of the larger
18 transaction, by which GPU is selling all of its -- or
19 virtually all of its possible generation assets in New
20 Jersey, as well as most of the generation assets in
21 Pennsylvania to Sithe. So, this is all part and parcel of
22 that transaction. I'm not sure -- does that answer your
23 question?

24 MR. THOMAS: Yes. With this -- I guess the other
25 part is: say this is not approved; does that impact the

1 sale of the other generating assets?

2 MR. O'DONNELL: It's not approved by the Board of
3 Public Utilities or by whom?

4 MR. THOMAS: NRC does not approve the sale of this
5 property.

6 MS. ADENSAM: Mr. O'Donnell, I'd like to comment
7 on that. The NRC will not -- has no role in the sale. The
8 licensee can sell the property. That's what I was trying to
9 explain earlier. It sounds kind of hokey, but it's true.
10 The agency, in a legal sense, has no role in regards to the
11 sale. Our role has to do with releasing the property and we
12 want to assure that when the property is released, that
13 there's no residual radioactivity there. Because, we hold
14 this licensee responsible for any radioactive -- residual
15 radioactivity, as a licensee. They are licensed to hold
16 that radioactivity, they are licensed to own it, and they
17 can't just, you know, let it go. They have to have -- and
18 so, we hold them responsible for that. But, as far as the
19 sale of the property is concerned, the agency, NRC, has no
20 role in that sale.

21 Ann, do you need to speak, to add anything?

22 MS. HODGDON: No. NRC speak -- in fact, since it
23 goes beyond the NRC, there is a distinction -- an important
24 distinction between owning the -- between ownership and
25 possession, which is the distinction that is being drawn

1 here -- I mean, one of the distinction that is being drawn
2 here. And if you read the Atomic Energy Act or the
3 regulations under it, you will see that certain people can
4 own certain things and others to possess.

5 MR. LAGGART: Point something out, too, even after
6 the surveys are taken and let's just suppose that there was
7 a contaminated area that was found on the back site, we,
8 also, have, as part of the contract, that we have the
9 authority to go in there and remediate any portion of that
10 property that is found outside. We don't expect that to
11 happen. But, even after the sale -- the sale for the
12 radiological consequence, if there is certain radiation, is
13 really a non-event, because we have the authority and the
14 responsibility to go in and remediate.

15 MR. LEWIS: And that applies to the entire buyer
16 property, the provision that allows us to do further
17 investigation and remediation, to the extent that it's
18 required.

19 MS. ADENSAM: Does that help?

20 MR. THOMAS: I guess the question is if you don't
21 release the property or jeopardize the release of the
22 property, would that jeopardize -- would that jeopardize the
23 sale or generate access to the site?

24 MR. O'DONNELL: If we don't -- well, I think, you
25 know, as we kind of recapped, we're waiting for approval

1 from the Board of Public Utilities, which is the agency that
2 has does have to approve the sale. We hope to get that
3 approval shortly. With that, you know, we're free to go
4 ahead and close the agreement, as soon as all the other
5 requirements in the contract are fulfilled, and that would
6 be our intent. Or with respect to -- I think the NRC's and
7 the State's interest in things radiological that may turn up
8 on that site, much -- you know, against all knowledge and
9 expectation, we still are being -- can be held accountable
10 by the NRC to cleanup and remediate that. And our agreement
11 with Sithe, you know, basically provides a mechanism by
12 which we can go in and do that and we would have to go in
13 and do that. So, you know, the property is being
14 transferred, but we're still on the hook, if you will, for
15 any radiological issues that may be attributed to us.

16 MR. HOLIAN: Just to state the obvious, in one
17 aspect, is we're really talking about the land. We said the
18 NRC has no input on the sale of the land. The nuclear power
19 plant, itself -- the NRC would have to review the process
20 prior to the sale of that.

21 MS. ADENSAM: Yes, sir?

22 MR. STERLING: Yes. My name is Rod Sterling, a
23 resident of Lacey Township and a candidate for public office
24 at the next election. I have two basic questions, one I
25 would like brought to the gentleman from GPU, which they may

1 not know, and, if so, I'll find out sooner than later. When
2 the second plant was underway several years ago, it was
3 under construction, several years before that, New Jersey
4 Central Power and Light bought and created an easement, that
5 I believe is about 350 feet wide, and it runs in a basically
6 northerly direction from here, crosses the Parkway, and
7 ultimately about two miles less of the Parkway crosses Lacey
8 Road. As far as I can see, that easement has never been --
9 other than the original engineering, the road hasn't been
10 cleared. It's not a path. And I believe it was intended to
11 contain the transmission lines -- transmission lines for
12 power from the second plant. Am I correct so far?

13 MR. O'DONNELL: I don't have first-hand knowledge,
14 but I believe your comments so far; yes.

15 MR. STERLING: Okay. Now, I'm just wondering,
16 given the circumstances of all of this happening and the
17 impact of this, if there are any plans for the actual
18 physical usage of that easement, that anyone is aware of?

19 MR. O'DONNELL: This is on the transmission west
20 of the Parkway, an easement for transmission --

21 MR. STERLING: That would be -- I don't know where
22 it goes, but insofar as Lacey Township is concerned, it runs
23 in maybe a north or a north-northwesterly direction from
24 this --

25 MR. O'DONNELL: As far as I know, there are no

1 plans to build any transmission in that area, to make use of
2 that easement.

3 MR. LEVIN: But, certainly, we can't speak for
4 energy, at this point. We're not really privy to their
5 transmission of plants in the future.

6 MR. STERLING: I can appreciate that. Secondly, I
7 believe the gentleman on the end, who I didn't quite get the
8 name --

9 MR. CAMPER: Camper, C-a-m-p-e-r.

10 MR. STERLING: He made reference a couple of times
11 and talked about non-nuclear lay people, and I'm beginning
12 to think that that is maybe only me.

13 [Laughter.]

14 MR. STERLING: And I have to speak to the people
15 of this community, as a lay person. And if I -- I have the
16 notes. If I took the acronyms and the number of millirems
17 -- I do appreciate the example, such as the flight to Denver
18 is more than a year's exposure; if you stood on that little
19 bridge -- because, that certainly does, because that brings
20 it down to a level that you get more radiation in peanut
21 butter and jelly sandwich than you would if you worked here
22 for five years. That's right, because that's what people
23 can relate to.

24 However, if I can explain this, there's a concept
25 that exists. A lot of times people have fears. I mean, if

1 somebody could describe it, it's the fear of the unknown.
2 But, it actually goes beyond that. The fear of the unknown
3 is before you do the survey to check out the millirems, you
4 don't know what the result would be. So, the notion is that
5 when we come about the end of the survey, it's the unknown.
6 This is a different level. This is the unknown unknown. In
7 other words, it is known that we should do this test for the
8 millirems, but what about the test that no one seems to know
9 about to perform? So that's the unknown unknown, the
10 unknown to the second power, so to speak.

11 Now, my question is how I can take this, as best I
12 can, and allay the fears. I have no doubts that you people
13 from the New Jersey BET and from the NRC and these people
14 here, who we, in this community, are comfortable with over a
15 long period of time, a 30-year history, are doing what you
16 should do separately and together to protect people from
17 having some physical exposure to something that is
18 dangerous. But, there's an area that for whatever reason,
19 if it was discussed, I lost it, and that is the thing that
20 they all seem to ask, and what -- and that is, what is to
21 become of the spent fuel rods that are being stored? And
22 that is the question that everyone really asks, because
23 that's where they see the danger; correctly or otherwise,
24 that's how they see it.

25 And with these spent fuel rods -- in other words,

1 they were not included, because they have no -- just build
2 me up and build me up and build me up. And we, of course,
3 hear about the Governor of Utah, who is going to stand out
4 in the middle of the highway with his state troopers and
5 prevent the train from entering with them. And years ago, I
6 remember somebody telling me they were going to bury them in
7 salt deposits, because there would be no water there, by the
8 very definition of there being salt deposits.

9 Can anyone address that?

10 MS. ADENSAM: I think Mr. Camper is wanting to.
11 But, let me make one observation.

12 [Laughter.]

13 MS. ADENSAM: The issue that we're discussing
14 here, with regard to the sale of that property, the back
15 site or whatever, the fuel rod issue, this has no affect on
16 that. Your question is a very good question. I'm not
17 suggesting it isn't. It is an excellent question. But just
18 to make it clear, this particular proposed transfer and the
19 fuel rod issue, I mean, that doesn't make any difference.
20 It has no effect, because all of that is on the part of the
21 site the licensee is going to retain and it's an issue --
22 it's a problem today. They sell the backlog. It's a
23 problem after the sale. It's not -- that issue hasn't
24 changed, as a result of this sale. I'd like to make that
25 clear. This sale doesn't impact that at all. It's a good

1 issue and it's still there. Now --

2 MR. CAMPER: Actually, I appreciate the feedback
3 on the perspective I tried to put on what is to determine
4 the 25 millirem. And I'll tell you why. I think it's
5 particularly important to someone like you, who is
6 interested in running for legislative office. We recently
7 had Dr. Capella, who came and spoke to our agency about
8 risk. It was interesting to note, from my perspective, that
9 we, the Federal government, ranked 10th, I believe it was,
10 on the scale, in terms of who was trusted. You, as a local
11 individual, local political, ranked much higher than we do,
12 as representatives of the federal government, in terms of
13 having the trust of your constituents. So, I find your
14 question and your concerns to be very valuable.

15 There is some literature, by the way. I have a
16 copy of the publication the NRC has put together, that talks
17 in general terms about radiation, what about the radiation,
18 beta radiation, what is rem and rads and what it means. I
19 will certainly be happy to give you a copy of it, that you
20 can read. Perhaps, you can use it in your discussions with
21 your constituency. I'll be happy to answer questions, if
22 you want to give me a call, as other members of the staff,
23 I'm sure.

24 Elinor, I think, has very accurately and promptly
25 pointed out that the spent fuel rod situation here is not

1 within this particular area that we're here tonight to
2 discuss, the partial release of the site. You are right,
3 there's a great deal of concern as to what is going to
4 happen to the spent fuel storage over time. We have the
5 same kinds of concerns. There are technical approaches that
6 are now being used. But, let me assure you, without getting
7 into all the details, whether it is in a pool or whether it
8 is in some type of storage arrangement or whether it is in
9 some type of retrieval for storage arrangement, we don't
10 know what is going to happen with the ultimate disposition.

11 The Commission is on record that we believe that
12 ultimate geologic disposition of the material is an
13 appropriate thing to do. Perhaps, it will play itself out.
14 You're right, the Governor of Nevada has a strong feeling
15 about that. But regardless of the storage, the step that
16 needs to take place, the right deal of effort is taken to
17 ensure that they are stored safely and that they are not
18 released as radioactive material.

19 MR. STERLING: Thank you.

20 MS. ADENSAM: We have another question.

21 SPEAKER: I was curious as to why Sithe is
22 desiring this property.

23 MS. ADENSAM: I don't know. We don't have Sithe
24 here.

25 MR. O'DONNELL: I would not dare to speak for the

1 buyer on that issue. But, again, I think for the fact that
2 it is -- it is a part of a much broader transaction and, you
3 know, their intent is to be in the business of generation,
4 of the selling of generation asset, including the CTs here.
5 And, basically, GPU has decided to exit the generation
6 business. So, fundamentally, my presumption and I think the
7 reality is Sithe is buying this and the remaining -- the
8 other properties, in order to be an active participant in
9 the generation business.

10 MS. ADENSAM: Sorry, we can't provide a more
11 definitive answer for you. But, does anybody else have any
12 other questions?

13 [No response.]

14 MS. ADENSAM: Well, we thank you. We appreciate
15 your comments. And I wish I could give you a very sound
16 answer, with regard to the fuel rods, too; but, I think Mr.
17 Camper characterized it quite well. That whole thing needs
18 to play out. Unfortunately, we're not the only federal
19 agency involved. There are others.

20 Thank you, very much, for your time.

21 MR. LEVIN: With regard to the fuel rod question,
22 I think we have a group of citizens, a citizen task force.
23 I think that's an excellent forum for you to raise that
24 question about what is the future of the fuel rods. We
25 think -- we have our plans for it, but that only goes to

1 storage onsite. After that, I think we're waiting, like
2 everybody else. But, I would like you to bring that up.
3 Thank you.

4 [Whereupon, at 9:10 p.m., the questions/comments
5 session was concluded.]

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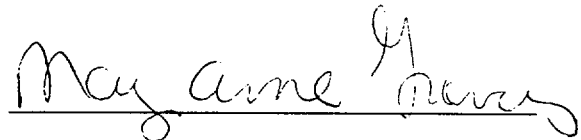
REPORTER'S CERTIFICATE

This is to certify that the attached proceedings before the United States Nuclear Regulatory Commission in the matter of:

NAME OF PROCEEDING: MEETING

PLACE OF PROCEEDING: Forked River, NY

were held as herein appears, and that this is the original transcript thereof for the file of the United States Nuclear Regulatory Commission taken by me and thereafter reduced to typewriting by me or under the direction of the court reporting company, and that the transcript is a true and accurate record of the foregoing proceedings.

A handwritten signature in cursive script that reads "Mary Anne Francis". The signature is written in dark ink and is positioned above a horizontal line.

Mary Anne Francis

Official Reporter

Ann Riley & Associates, Ltd.

MEETING

NRC/GPUN/NEW JERSEY

SALE OF PART OF OYSTER CREEK SITE

OCTOBER 20, 1999

AGENDA

Overview of Sale

E. P. O'Donnell
Director of Divestiture

Safety Evaluation Supporting Sale

R. T. Zak, Engineer
Nuclear Safety & Licensing

Radiological Assessment

W. Cooper, Health Physicist
Decommissioning Planning

Support of Continued Operation of Oyster Creek

S. Levin, Director
Operations & Maintenance

- ◆ Exclusion Area
- ◆ Combustion Turbines
- ◆ Support Facilities

Concluding Remarks

S. Levin, Director
Operations & Maintenance

OVERVIEW OF SALE

Presenter: Edward P. O'Donnell, GPU Nuclear, Director of Divestiture

OVERVIEW OF SALE

The Following Presentation Discusses the Proposed Sale of a Portion of the Oyster Creek (Back Site) Site to Site Energies, Inc. The Proposed Sale of the Oyster Creek Nuclear Generating Station to Amergen is Not Being Discussed Here

- Any Agreements Between GPU and Site Energies Supporting Oyster Creek Would Be Assigned to the New Owner of the Oyster Creek Nuclear Generating Station
- The Sale of a Portion of the Oyster Creek Site is Part of the Divestiture of All Fossil Generation by GPU, Inc.

OVERVIEW OF SALE (Cont'd.)

- Sale of Property Will Reduce the Size of the Oyster Creek Site (Approximately 70%)
- Size and Definition of Exclusion Area Will Not be Changed. While Approximately 20% of Exclusion Area Will No Longer be Owned by the Licensee, the Licensee Will Retain Required Control Over the Entire Area
- The Sale Will Include Land on Which Certain Facilities and Equipment are Located, but the Licensee Will Retain Ownership and Control Over These Facilities and Equipment:
 - ◆ Meteorological Tower
 - ◆ Firing Range
 - ◆ Emergency Fire Pond
 - ◆ Transformer Storage Area and Switchyard Area
 - ◆ Buildings Used by Oyster Creek
- The Forked River Combustion Turbines Will Be Sold, However, They Will Continue to Provide an Alternate Source of Power to Oyster Creek

SAFETY EVALUATION SUPPORTING SALE

**Presenter: Ronald T. Zak, GPU Nuclear, Engineer
Nuclear Safety & Licensing**

SAFETY EVALUATION

"10 CFR 50.59" Evaluation

Licensee Can Make A Change To The Plant Without Requiring NRC Approval If The Change Does Not Involve An Unreviewed Safety Question Or A Change To The Technical Specifications. The Change in Site Boundary and Land Ownership Is Evaluated Under This Regulation.

GPU Nuclear, Inc. "Safety Evaluation"

GPU Nuclear's Safety Evaluation Procedure Includes "10 CFR 50.59" and an Evaluation That The Change Does Not Adversely Affect Nuclear Safety or Safe Plant Operations.

SAFETY EVALUATION SUMMARY

Sale Of Some Property Which Is Currently Part Of The Oyster Creek Plant Site

- Performed Evaluation Of Routine Offsite Doses For The New Plant Site Boundary

- Evaluated Radiological Effects for Property Being Sold
 - ◆ Historical Site Assessment

 - ◆ Site Survey

- Evaluated Compliance with Radiological Criteria for Releasing Property for Unrestricted Use
 - ◆ Completed Dose Assessment

SAFETY EVALUATION SUMMARY (Cont'd.)

- Addressed Effect of the Sale of Property Containing OC Support Equipment and Facilities
 - ◆ Easements Are In Place To Allow Continued Access And Use Of Existing Facilities Which Support Plant Operation (Meteorological Tower, Switchyard And Transformer Storage Area, Fire Pond, Firing Range, Associated Buildings)

- Addressed Exclusion Area Requirements
 - ◆ GPU Nuclear, Inc. Will Retain Authority (Through An Exclusion Area Agreement) To Determine And Maintain Sufficient Control Of All Activities In The Exclusion Area (This Maintains Compliance With Technical Specification 5.1.A)

- Addressed Environmental Effects for Property Being Sold

SAFETY EVALUATION SUMMARY (Cont'd.)

Sale of Equipment Which Supports The Operation of Oyster Creek

- Forked River Combustion Turbines
 - ◆ Combustion Turbine Agreement Maintains Compliance With All Existing Regulatory Requirements and Commitments Related To The Combustion Turbines

SAFETY EVALUATION CONCLUSIONS

- No Unreviewed Safety Questions Exist for the Planned Property and Combustion Turbine Sale.
- There Are No Negative Effects On Nuclear Safety Or Safe Plant Operations As A Result Of The Planned Sale.
- The Property Being Sold Satisfies the Requirements Necessary To Be Released For Unrestricted Use.
- All Regulatory Requirements Have Been Satisfied.

RADIOLOGICAL ASSESSMENT

**Presenter: William J. Cooper, GPU Nuclear, Health Physicist
Decommissioning Planning**

HISTORICAL SITE ASSESSMENT (HSA)

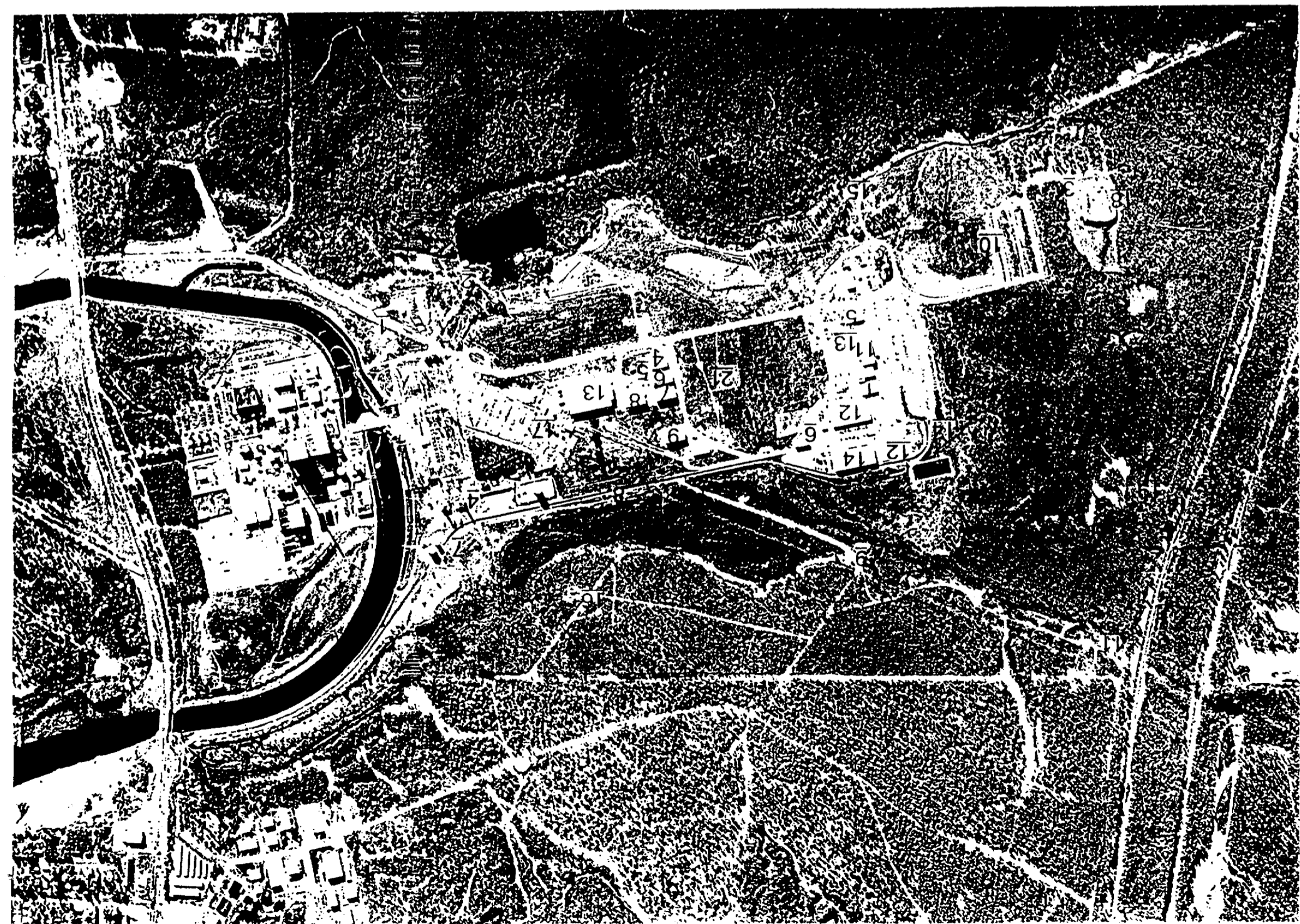
- Identify Any Radiological Environmental Issues Related To Past Or Current Activities On The Forked River Site In Order To Support The Sale/Divestiture Of Generation Related Properties. HSA Was Conducted To Determine Possible Conditions and Develop Preliminary Classification
- Site Boundaries, Geography, Surface Conditions, Land Use, Buildings And Structures, Prevailing Winds, Groundwater Characteristics, Historical Use, Future Use Were Considered
- HSA Included Questionnaires, Individual Interviews, Record Searches (Including Procedures, Standing Orders, Memos, Survey Data, Investigation Reports, Aerial Photographs, and Others), and Property Inspection

HISTORICAL SITE ASSESSMENT (HSA) (Cont'd.)

- Several Items Of Interest Were Identified From The Historical Site Assessment:
 - ◆ Soil From An Excavation On The Plant Site Had Been Transported To The Firing Range In The Past But Later Returned
 - ◆ Sealed Sources Were Used For Training In Several Buildings
 - ◆ Sand Blasting Of 'Free Released' Materials
 - ◆ Fixed Activity Tools
 - ◆ Noble Gases

- The HSA Was Utilized to Design the Survey

- Firing Range Is Class 3, Remainder Is Non-Impacted



SURVEY

- Survey Was Designed To Exceed Guidelines In MARSSIM For Surveys Of Class 3 Areas (Based On Historical Site Assessment And On Professional Judgement).

- Buildings:
 - ◆ No Areas Surveyed Showed Any Indications Attributable To Plant Operation
 - ◆ Surveys Covered Greater Than 11,000 Square Feet With Greater Than 400,000 Surface Measurements Collected And Processed
 - ◆ Building Surveys Were Performed Even Though Not Required (Since The Buildings Are Non-Impacted And Are Not Being Sold)

SURVEY (Cont'd.)

- Land:
 - ◆ No Detectable Plant Related Fission Or Activation Products Attributable to Plant Operation
 - ◆ Surveys Covered Greater Than 47,000 Square Feet With Greater Than 5,000 Gamma Spectra Measurements Collected And Processed
 - ◆ 75 Soil Samples Were Taken

DOSE ASSESSMENT

- Dose To The Public From Residual Radioactivity On The Property (10 CFR 20 Subpart E) Is Assessed To Be Zero Since No Plant Related Residual Radioactivity Was Detected
- Dose To Public From Continued Routine Operation Of Oyster Creek Remains Well Within Design Guidelines And Regulatory Requirements
- No Further ALARA Assessment Required Since No Activity Was Detected

SUPPORT OF CONTINUED OPERATION OF OYSTER CREEK

Presenter: Sander Levin, GPU Nuclear, Director Plant Operations & Maintenance

EXCLUSION AREA

- Exclusion Area Boundary Extends 1,358 Feet From the Center Line of the Reactor Building

- After Transaction, Approximately 20% of the Exclusion Area Will No Longer Be Owned By the Licensee

- Oyster Creek License and Technical Specifications, Section 5.1.A, Requires Oyster Creek to Retain Complete Authority to Determine and Maintain Sufficient Control of All Activities Within the Exclusion Area
 - ◆ This Includes the Authority to Exclude or Remove Personnel and Property Within the Minimum Exclusion Distance

EXCLUSION AREA (Cont'd.)

- Sale Agreement with Sithe Energies, Inc. Includes:
 - ◆ GPU Nuclear, Inc. Shall Have the Authority to Determine All Activities Within the Exclusion Area
 - ◆ GPU Nuclear, Inc. Shall Have the Authority To Exclude or Remove Personnel and Property From the Exclusion Area
 - ◆ GPU Nuclear, Inc. Shall Have All Other Authority Necessary to Comply With Applicable NRC Requirements

- There Are Currently No New Activities Planned for the Portion of the Exclusion Area Being Sold

- Oyster Creek Would Evaluate Any Future Activities By the New Owner Via a 10 CFR 50.59 Safety Evaluation

COMBUSTION TURBINES

- The Station Blackout (SBO) Rule (10 CFR 50.63)
 - ◆ Assumes a Complete Loss of All Onsite AC Power
 - ◆ An Alternate AC Source Be Available
- Oyster Creek Currently Relies Upon the Combustion Turbines as an Alternate AC Source and Will Continue To Do So Following the Sale
- Sale Agreement with Sithe Energies, Inc.:
 - ◆ Ensures All Necessary Requirements and NRC Commitments Are Maintained
 - ◆ Maintains the Availability and Reliability of the Combustion Turbines As An Alternate AC Source for Oyster Creek

SUPPORT FACILITIES

- The Following Existing Equipment and Facilities That Directly or Indirectly Support the Operation of Oyster Creek Are Not Being Sold:
 - ◆ Meteorological tower
 - ◆ Firing range
 - ◆ Fire Pond
 - ◆ Switchyard
 - ◆ Buildings (Training Buildings Including the Control Room Simulator, Warehouses and Maintenance Support Facilities)

- GPU Will Continue To Own the Equipment and Facilities

- Site Will Own The Land But Grant Easement to GPU

SUPPORT FACILITIES (Cont'd.)

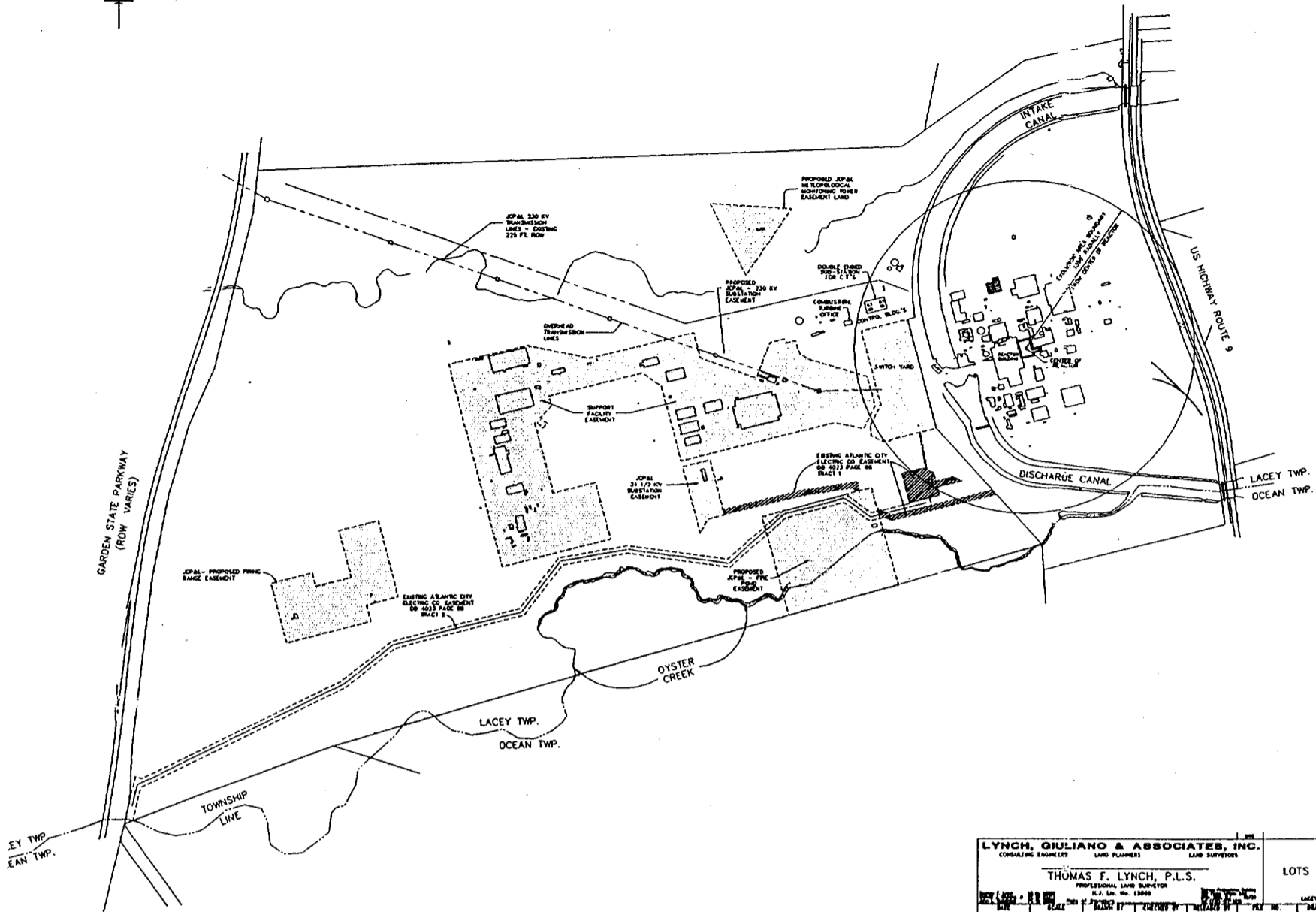
- Support Functions of These Areas Will Not Change With Sale of Property
- Sale Agreement With Sithe Energies, Inc. Ensures Access To and Use of These Areas By Specific Easements
- Licensee Will Continue to Use the Equipment and Facilities That Support Plant Operation
- Proposed Sale Has No Effect on Safety Function, Equipment Access, Operation or Reliability With Respect to Oyster Creek

SUMMARY

Presenter: Sander Levin, GPU Nuclear, Director Operations & Maintenance

SUMMARY

- Plant Safety Will Be Maintained
- The Proposed Sale Has No Effect on the Performance of Any System, Structure, or Component
- GPU Nuclear, Inc., Will Retain Control Over the Exclusion Area
- The Combustion Turbines Will Be Maintained As An Alternate AC Source That Meets Existing Requirements And Commitments
- GPU Nuclear, Inc., Will Retain Control Over Facilities and Equipment Supporting Plant Operation
- Extensive Surveys Show that the Released Property Contains No Detectable Radioactive Material from the Plant



LYNCH, GILIANO & ASSOCIATES, INC. CONSULTING ENGINEERS LAND PLANNERS LAND SURVEYORS		EASEMENT PLAN LOTS 4 AND 4.01 BLOCK 1001	
THOMAS F. LYNCH, P.L.S. PROFESSIONAL LAND SURVEYOR N.J. Lic. No. 13060		DRAWN BY: [Signature]	
DATE: 10/11/98	SCALE: N.T.S.	PROJECT NO.: 98-001	FILE NO.: 8711-01
SHEET 1 OF 1		LACEY TOWNSHIP, OCEAN COUNTY, NEW JERSEY	

Forked River Land Sale:

**PROCESS FOR CONDUCTING
INDEPENDENT CONFIRMATORY
SURVEYS AND SAMPLING**

**John White, Chief
Radiation Safety & Safeguards
Division of Reactor Safety
US NRC - Region I**

PURPOSE:

Confirmatory surveys and inspections are conducted to verify and validate GPU's data. This is to ensure compliance with 10 CFR 20 Subpart E criteria.

10 CFR 20, Subpart E

Radiological Criteria for License Termination

20.1402 "Radiological Criteria for Unrestricted Use"

A site will be considered acceptable for unrestricted use, if:

The residual radioactivity (excluding background), distinguishable from background radiation, does not cause exposure to a average member of the critical group

(the group expected to receive the greatest exposure to the residual radioactivity)

greater than 25 millirem per year, from all exposure pathways (internal and external), including groundwater sources of drinking water;

and,

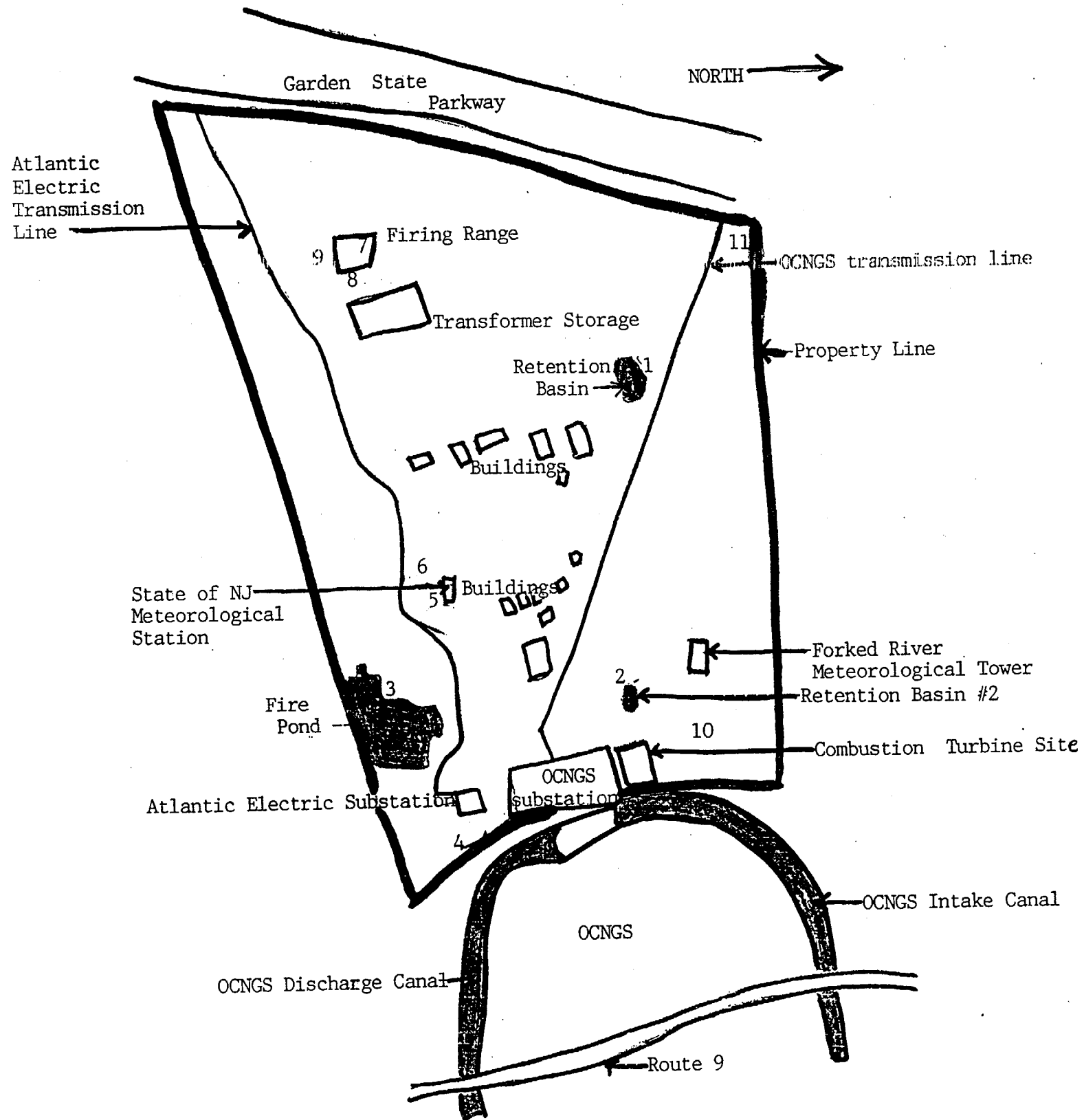
The residual radioactivity is reduced to "as low as is reasonable achievable" (ALARA)

SURVEYS & INSPECTIONS:

**Preliminary survey and inspection
conducted on October 12, 1999.**

**Water and soil samples were taken
and split with GPU, State (BNE),
and NRC.**

Forked River Site
Sampling Locations



	Soil (pCi/gm)	Water (pCi/l)
Criteria*	Cs-137 = 0.9 Co-60 = 3.7	**
Instrumentation Sensitivity	Cs-137 = 0.18 Co-60 = 0.15	Cs-137 = 18 Co-60 = 15

*** Default calculated doses equivalent to 25 mrem.**

**** The criteria used is EPA's drinking water standards.**

FUTURE SURVEYS & INSPECTIONS:

NRC and Oak Ridge Institute for Science and Education will perform a comprehensive confirmatory survey and inspection the week of November 15, 1999.

DOCUMENTATION:

NRC will issue inspection reports for these activities. The Inspection Reports are available to the public.

MEETING WITH GPU

ON

OYSTER CREEK'S

SALE OF LAND

E. ADENSAM

October 20, 1999

10/20/99

BACKGROUND

- November 1998, GPU made an application to amend the Technical Specifications to remove the self-imposed restriction requiring ownership of land within the exclusion boundary.
- May 12, 1999, NRC issued amendment approving GPU's amendment request.
- Proposed transaction is subject to the provisions of 10 CFR Part 50, Part 30 and Part 20 and the release criteria of 10 CFR Part 20, Subpart E.
- September 2, 1999, NRC sends letter to licensee requesting information per 10 CFR 20 Subpart E to allow the NRC to determine whether it objects to release of land for unrestricted use.
- September 22, 1999, GPU responds to the NRC's September 2, 1999 letter.
- The licensee remains responsible for ensuring compliance with 10 CFR 50.82 at the time of license termination.

NRC's Evaluation Process

- Ensure that released land meets the 10 CFR Part 20, Subpart E Criteria:
 - Review of GPU's 50.59 evaluation
 - Review of GPU's September 22, 1999 response to NRC's September 2, 1999 letter
 - Review of GPU's methodology for meeting criteria of 10 CFR part 20 Subpart E for unrestricted release
 - Conduct independent confirmatory surveys and sampling
- NRC plans to complete its review within 90 days.
- NRC and the State of New Jersey working in an integrated manner.
- GPU is proceeding with the closing on the sale of the land before the NRC completes its review.

**REVIEW STATUS BASED ON LICENSEE SUBMITTAL
of September 22, 1999**

Categories of NRC staff Findings

- Licensee needs to provide copies of reports referenced in 9/22/99 SUBMITTAL
- Licensee need to provide additional radiological analysis
- Clarify or provide references for calculations provided in SUBMITTAL

NRC STAFF REVIEW PROCESS

- Regulatory Guides used by NRC staff:
 - Describe to the public methods acceptable to the staff
 - Explain techniques used by the NRC staff
 - Provide guidance to licensees

- Draft Regulatory Guide DG-4006 **“Demonstrating Compliance with the Radiological Criteria for License Termination”**
 - Addresses release of buildings and soil under NRC regulatory jurisdiction

- DG-4006 contains regulatory positions on the following:
 - Dose Modeling
 - Final surveys
 - ALARA
 - Restricted use

- Additional guidance is provided in a series of NUREGs:
 - Dose Modeling NUREG-1579
 - Methods for Conducting Final Surveys NUREG-1575; NUREG-1505: and NUREG-1507

**INFORMATION REQUESTED BY NRC STAFF TO ADDRESS
10 CFR Part 20, SUBPART E.**

- Location of all Impacted Areas (In areas to be released)
- Disposition of all licensed materials
- Basis to address 10 CFR Part 20, Subpart E
 - Dose Assessment
 - Results of radiation surveys
 - Survey guidance used
- Information submitted available to the public
- Noticed Public Meeting
- Conduct of a Confirmatory Survey

RADIOLOGICAL RELEASE CRITERIA FOR UNRESTRICTED RELEASE.

Site Acceptable for release (10 CFR Part 20.1402) if:

- ✓ Residual radioactivity distinguishable from background
 - Not to exceed 25 mrem (0.25 mSv)

- ✓ Includes dose contributions from:
 - Groundwater sources of drinking water

- ✓ Reduce radioactivity levels to As Low As Reasonably Achievable (ALARA)

PARTIAL SITE RELEASES

- Challenges (NRC/Utilities)
- Stakeholders confidence
- Unrestricted use
- 10 CFR Part 50.82



SUMMARY OF RELEASE CRITERIA FOR UNRESTRICTED RELEASE

Public Meeting Related to the Sale of Portion of Land That is Part of Licensee's Site

Larry W. Camper, Chief
Decommissioning Branch
Division of Waste Management
Office of Nuclear Material Safety and Safeguards

INSPECTIONS

○ NRC staff will independently:

- Assess Site classifications
- Validate Sampling design
- Familiarize staff with physical layout of the area to be released

○ Conduct Confirmatory Survey and Inspection

- NRC staff will design and conduct confirmatory survey in concert with ORISE

SUMMARY

- Review licensee SUBMITTAL
- Perform independent sampling and review the results of samples split with the State
- Review licensee responses to questions
- Initiate confirmatory survey (if results show that areas meet the release criteria)
- Notify the licensee of NRC conclusions regarding 10 CFR Part 20, Subpart E
- Remain responsible to meet 10 CFR 50.82

(7) - 150 - 112571

New Jersey Department of Environmental Protection

Radiation Protection Program

Jill Lipoti, Ph.D.

October 20, 1999

Radiation Environmental Monitoring Program (REMP)

- Monitoring program at specific locations which include sampling from all media:
 - Air; Water; Soil/Sediment; Milk; Vegetation; Shell fish
- Analysis performed independently by Teledyne Corporation for radiological analysis includes:
 - Gross Beta; Tritium; Strontium; Iodine; Cesium; Cobalt

Radiation Environmental Monitoring Program (REMP)

- Continuous Radiological Environmental Surveillance Telemetry (CREST) System
 - 28 radiation monitoring stations that include
 - Pressurized Ion Chamber
 - Air monitoring Grab Sampler
 - Meteorological Station
- Thermoluminescent Dosimetry (TLD) Program
 - 64 TLDs located at two nuclear sites:
 - Oyster Creek (38); Salem/Hope Creek (26)
 - Collected and read quarterly
 - Compared to CREST data

New Jersey DEP's Participation in EPA's ERAMS program

- ERAMS was established by EPA in 1973
 - Participant since 1981
 - Network of sampling including
 - air ; surface and drinking water; and milk
 - Identifies trends in the accumulation of radionuclides in the environment
 - Locations at both power plant sites
 - Provides background data to be used in comparison with samples take at both nuclear power plant reactor sites

Summary of REMP program

- Over 1400 environmental samples collected and analyzed annually since 1981
- Monitor direct radiation readings in real-time
- Report environmental data monthly
- Participate in National ERAMS program

Events Related to Sale of Forked River Site

- April 10, 1997, GPU Inc. announces their intent to be out of power generation by November 2000.
- July 1998, a survey is conducted on the Forked River Site by Millenium Consultants with the intent of selling 657- acres.
- November 10, 1998, GPU Inc. announces tentative agreement to sell the Forked River site.
- November 10, 1998, GPU Inc. submits Technical Specification Change Request No. 264 "Change to Control of Property Within Exclusion Boundary"
- December 8-10, 1998, DEP staff attend a federally sponsored training course on new MARSSIM methodology, consider its application for the Forked River Site. Recognize the Historical Site Assessment was incomplete.

Events Related to Sale of Forked River Site

- March 1999, DEP-BNE request NRC clarification about TSCR No. 264 and the sale of Forked River Site and the release of the 657-acre property.
- May 20, 1999, DEP ISRA Case No. E98542 is assigned to Oyster Creek for the Forked River Site.
- September 2, 1999, NRC clarifies its position on the sale and establishes 10 CFR 20 Appendix E and 10CFR50.59 as the method and requests information
- September 22, 1999, GPU Nuclear submits its additional information in response to NRC.
- October 15, 1999, formal agreement to sell Oyster Creek to Amergen.