REGULATORY INFORMATION DISTRIBUTION SYSTEM (RIDS)

ACCESSION NBR:8302150200 DOC.DATE: 83/02/10 NOTARIZED: NO DOCKET #
FACIL:50-397 WPPSS Nuclear Project, Unit 2, Washington Public Powe 05000397
AUTH.NAME AUTHOR AFFILIATION
BOUCHEY,G.D. Washington Public Power Supply System
RECIP.NAME RECIPIENT AFFILIATION
DINITZ,I. Office of State Programs, Director

SUBJECT: Requests interpretation of regulations re geographical boundaries for indemnity location described in Indemnity Agreement B-94.

DISTRIBUTION CODE: M001S COPIES RECEIVED:LTR 1 ENCL 1 SIZE: 1
TITLE: Insurance: Indemnity/Endorsement Agreements

NOTES:

	RECIPIENT ID CODE/NAME		COPIES LTTR	COPIES ENCL	RECIPIENT ID CODE/NAME		COPIES LTTR	COPIES ENCL
INTERNAL:	NRR/DL/ADL	07	1	0	REG FILE	01	1	1
	SP		1	1				
EXTERNAL:	LPDR	03	1	1	NRC PDR	02	1	1
	NTIS	04	1	1				

TOTAL NUMBER OF COPIES REQUIRED: LTTR 6 ENCL 5

Washington Public Power Supply System
P.O. Box 968 3000 George Washington Way Richland, Washington 99352 (509) 372-5000

February 10, 1983
G02-83-108

Mr. Ira Dinitz
Insurance and Indemnity Specialist
Office of State Programs
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555

Dear Mr. Dinitz:

Subject: WNP-2 SITE DESCRIPTION FOR INDEMNITY AGREEMENT

As a result of discussion and correspondence among our insurance Manager (Mr. J. O. DeLuca), you and Mr. Salzman, the NRC established a temporary, limited indemnity location for the preoperational storage of fuel at our WNP-2 site in Benton County, Washington. The geographical boundaries of this indemnity location are described in Indemnity Agreement B-94 (attachment to NRC Materials License No. SNM-1890).

The pertinent regulations (10CFR140.96, Appendix F) appear to require that the geographical boundaries of the indemnity location be redefined prior to receipt of the WNP-2 Operating License to include the entire construction area for our WNP-1 and WNP-4 sites which are located near WNP-2. Such a broad definition of the indemnity location would require that we attempt to obtain agreements to modify certain contractual agreements for the project, which at present would prohibit extending WNP-2 insurance to cover the WNP-1 and WNP-4 sites.

Please provide us with your interpretation of the regulations relative to geographical boundaries for the indemnity location. An early response, setting forth your rationale in some detail, would be appreciated. We will need to explain the application of the broad indemnity location in seeking the necessary contract change agreements, in the event the broad indemnity location boundary definition is required.

Very truly yours,

GD Bouchey

G. D. Bouchey, Manager
Nuclear Safety & Regulatory Programs

GCS/sm

cc: JO Salzman NRC
JB Knotts D&L
NS Reynolds D&L
A Auluck NRC

M001