WED-11/25/81-50266NRC.P18

UNITED STATES OF AMERICA

NUCLEAR REGULATORY COMMISSION

Before the Atomic Safety and Licensing Board

Wisconsin Electric Power Company
POINT BEACH NUCLEAR PLANT UNITS 1 & 2
Docket Nos. 50-266 and 50-301
Operating License Amendment
(Steam Generator Tube Sleeving Program)

DECADE'S ANSWER TO LICENSEE'S FIRST SET OF INTERROGATORIES
RELATIVE TO FULL SCALE SLEEVING

Wisconsin's Environmental Decade, Inc.("Decade") makes the following full and complete answer, under oath, to the Licensee's First Set of Interrogatories and Request for Production of Documents to Intervenor Decade Relative to Full Scale Sleeving Program, dated November 10, 1981.

Qualification

This answer does not repeat matters which are already included or referenced in the official record in the proceedings in the above-captioned matter or in the related proceedings before the Public Service Commission of Wisconsin in its dockets 6630-CE-20, 6630-UI-2 and 6630-ER-10, to which the Licensee has been a full party, nor does the answer include matters which are privileged. It is also noted that additional bases for the Contentions may arise in response to subsequent discovery, independent investigation and cross-examination.

Interrogatories

3-1. See Qualification.

3-2. The area in which we contend that the original tube may be weakened in the laboratory is at the point at which the original tube is bonded to the sleeve.

3-3. See Qualification.

3-4. The area in which we contend that the original tube may be weakened in the field is at the point at which the original tube is bonded to the sleeve, and in the surrounding area of that bond where the bonding process may affect. See, also, Qualification.

3-5. Yes. See Qualification.

3-6. See Qualification.

3-7. Fatally compromise is defined to mean the rupture of the primary-secondary boundary in the steam generator during instanteous depressurization of the primary system.

3-8. See Qualification.

3-9. The various operating and/or accident conditions include normal plant operation at power or returning to power, main line steam break and loss of coolant accident.

3-10. The forces at work during the conditions described in ¶3-9 are the primary to secondary pressure differentials arising from each of those conditions.

3-11. Yes, insofar as field installation is concerned. See Qualification.

3-12. Yes, insofar as field installation is concerned. See Qualification.

3-13. (a) See Qualification.

(b) See Qualification.

(c) At this time, we do not have the name of any person whom we intend to call as a witness.

3-14. Not applicable.

3-15. See Qualification.

3-16. At this time, we have not yet assembled documents which we intend to offer as exhibits during this proceeding or to use during cross-examination.

4-1. See Qualification.

4-2. Unexpectedly corrosive environment is defined to mean an environment in the annulus between the sleeve and the original tube in those cases where there is leakage into the annulus that is corrosive to either the original tube or the sleeve or the bond between the original tube and the sleeve.

4-3. The reason that we use the adjective "unexpectedly" is to reflect the fact that it may not be possible to predict the potentially corrosive environment, anymore than the vendor or licensee predicted the new corrosive effects that followed from sludge lancing or from converting to all-volatile treatment.

4-4. Yes. The annulus between the original tube and sleeve may more closely resemble the crevice between the original tube and tubesheet, assuming greater concentration effects than in the free standing region, than the chemical environment of the free standing original tube above the tube sheet.

4-5. We do not dispute that the sleeves have been heat treated, but, at this time, we do not take any position on whether that treatment will significantly enhance the sleeves' corrosive resistant properties in the environment that may occur

in the steam generator.

4-6. Yes. See Qualification.

4-7. The practical safety significance from the unexpectedly corrosive environment in the annulus occurs when there is secondary-to-primary in-leakage during a loss-of-coolant-accident.

4-8. (a) See Qualification.

(b) See Qualification.

(c) At this time, we do have the name of any person whom we intend to call as a witness.

4-9. Not applicable.

4-10. See Qualification.

4-11. At this time, we have not assembled the documents which we intend to offer as exhibits or during cross-examination.

5-1. See Qualification; see also answer to Interrogatory 5-8.

5-2. The area in question is the span between the lower bond and the upper lip of the sleeve.

5-3. Yes. Significant degradation may occur. See Qualification.

5-4. Yes. See Qualification.

5-5. See Qualification.

5-6. (a) See Qualification.

(b) See Qualification.

(c) At this time, we do not have the name of any person we intend to call as a witness.

5-7. Not applicable.

5-8. See Qualification. Also, Memorandum to Files from

Peter Anderson, re Point Beach Tube Degradation-Eddy Current Test Effectiveness, dated January 3, 1980.

5-9. At this time, we have not assembled all documents which we intend to offer as exhibits or use during cross-examination.

7-1. See Qualification.

7-2. The employment of channel head workers is from a transient population with no continuing relationship to the Licensee.

7-3. We assert deficiencies in motivation, experience and qualifications, not in on-the-job training.

7-4. The post-installation inspections may not be performed for the correct tube and may not be adequate to detect improper installation.

7-5. The tasks which may not be performed or may be performed incorrectly include decontamination, cleaning, insertion and bonding. The error or omission may not be detected because either the wrong tube will be inspected or the inspection procedure will not be adequate. The safety significance of such an error or omission occurs when there is secondary-to-primary in-leakage during a loss-of-coolant-accident.

7-6. (a) See Qualification.

(b) See Qualification.

(c) At this time, we do not have the name of any person whom we intend to call as a witness.

7-7. Not applicable.

7-8. See Qualification.

7-9. At this time, we have not assembled exhibits we intend to offer or use during cross-examination.

0-1. At this time, we do not have the name of any person whom we intend to call as a witness.

0-2. Not applicable.

0-3. At this time, we have not assembled documents which we intend to offer as exhibits or use during cross-examination.

0-4. Peter Anderson, Director of Public Affairs, Wisconsin's Environmental Decade, 114 North Carroll Street, Madison, Wisconsin 53703.

0-5. All of the interrogatories.

0-6. See ¶0-4.

0-7. All of the interrogatories. The location of the search was the Decade's files for this proceeding, for related proceedings before the Public Service Commission of Wisconsin in dockets 6630-CE-20, 6630-UI-2 and 6630-ER-10, and for general steam generator issues.

0-8. This interrogatory is interpreted to embrace documents relevant to all of the contentions, and not just to any single contention. The following documents may be relevant to the contentions:

(a) H.M. Fontecilla, Radiological Consequences of a Main Line Steam Line Failure with Large Steam Generator Tube Leaks, undated.

(b) Memoranda from S. S. Pawlick, to V. S. Noonan, dated August 29, 1980, and September 30, 1980, re PWR Steam Generators.

(c) Memorandum from R. J. Comar and M. Rosen to ECCS

Task Force, dated June 1, 1970, re Comments and Recommendations to the REG ECCS Task Force.

(d) Letter from P. Anderson to Wisconsin State Legislators, dated August 8, 1980.

(e) Meeting Summaries of Staff and Southern California Edison Company, re San Onofre Unit No. 1, dated March 31, 1981, June 8, 1981, August 8, 1980, September 11, 1980, and September 22, 1980.

Document Production

Attached is a copy of the memorandum identified in ¶5-8, and the memoranda and letters identified in ¶0-8 (a) to (d). The meeting summaries identified in ¶0-8 (e) are not provided because they are voluminous and it is believed that the Licensee already possesses copies of this document. If the Licensee wishes to review the Decade's copies of these omitted documents it should contact Decade's counsel to make arrangements for the Licensee's representative to review the documents at the Decade's office.

DATED at Madison, Wisconsin, this 25th day of November, 1981.

WISCONSIN'S ENVIRONMENTAL DECADE, INC.

By _____
PETER ANDERSON
Director of Public Affairs

Subscribed and sworn to
before me this 25th day
of November, 1981.

Kathleen M. Falk
Notary Public
State of Wisconsin
My commission is permanent.

KATHLEEN M. FALK
STATE OF WISCONSIN NOTARY PUBLIC

RELATED CORRESPONDENCE

UNITED STATES OF AMERICA

NUCLEAR REGULATORY COMMISSION

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POINT BEACH NUCLEAR PLANT UNITS 1 & 2
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CERTIFICATE OF SERVICE

I certify that true and correct copies of the foregoing document will be served this day by depositing copies of the same in the first class mails, postage pre-paid and correctly addressed, to the following:

Peter B. Bloch, Chairman*
Atomic Safety & Licensing Board
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Washington, D. C. 20555

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Carol Gilbertson, NOV. 25, 1981

* Attachments only served on names with asterisks.