

6
2/16

TEX-LA ELECTRIC COOPERATIVE OF TEXAS, INC.

February 10, 1993

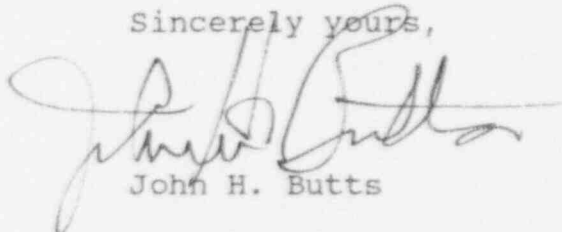
Mr. Thomas E. Murley
Director, Office of Nuclear Reactor
Regulation
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555

Re: Docket Nos. 50-445 and 50-446

Dear Mr. Murley:

Attached hereto is a document entitled "Declaration of John H. Butts" which is being submitted by Tex-La Electric Cooperative of Texas, Inc. ("Tex-La") in response to your letter dated January 12, 1993. We believe the Declaration and attachments thereto will satisfy the concerns expressed in your letter.

Sincerely yours,



John H. Butts

Attachments

See Attached
List
2222
1/1

P.O. BOX 631623 • NACOGDOCHES, TEXAS 75963-1623 • 409/560-9532

9303020322 930210
PDR ADOCK 05000445
P PDR

DECLARATION OF JOHN H. BUTTS

The Declarant, John H. Butts, hereby affirms under oath as follows:

1. I am Manager of Tex-La Electric Cooperative of Texas, Inc. ("Tex-La"), an electric generation and transmission cooperative located in Nacogdoches, Texas.

2. By separate letters dated January 14, 1993, Thomas E. Murley, Director of the Office of Nuclear Reactor Regulation of the Nuclear Regulatory Commission ("NRC"), informed Texas Utilities Electric Company ("TU Electric"), Tex-La and other former owners of the Comanche Peak Steam Electric Station ("CPSES") that certain provisions of settlement agreements between TU Electric and those minority owners of CPSES are unacceptable to the NRC. This Declaration is being submitted in response to Mr. Murley's January 14 letter.

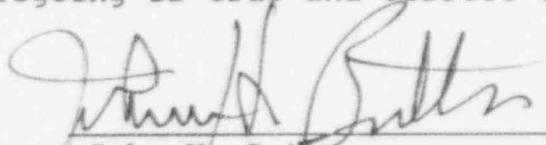
3. The provision of the settlement agreement between Tex-La and TU Electric of concern to the NRC is Section 9.2(d). Section 9.2(d) provides that Tex-La will "encourage and solicit its attorneys . . . not to oppose, or assist any third party in opposing, TU Electric in connection with any matters relating to [CPSES]." The same section also provides that Tex-La "will take all such action as may be necessary or appropriate in order to prevent the consultants and attorneys . . . from participating or assisting in any manner adverse to Tex-La's duty of cooperation" See Settlement Agreement at § 9.2(d).

4. By letters dated March 28, 1989, Foster De Reitzes, an attorney then with the law firm of Heron, Burchette, Ruckert & Rothwell, notified the consultants who had assisted Tex-La in the litigation between Tex-La and TU Electric that they were requested not to oppose or assist any third party in opposing TU Electric in connection with any matters relating to CPSES. The letter did not, either explicitly or implicitly, communicate to the recipients that they were prohibited from taking safety concerns to the NRC.

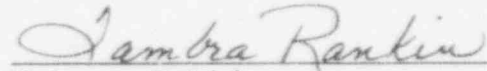
5. By letters dated February 10, 1993, Tex-La notified the same consultants who received the March 28, 1989 letters that the NRC had taken the position that § 9.2(d) of the settlement agreement is potentially restrictive because it could be interpreted to prohibit individuals from taking safety concerns to the NRC. Further, Tex-La has informed those individuals that the settlement agreement was not intended to restrict Tex-La's consultants from taking safety concerns to the NRC. A sample copy of one of the letters (without attachments) sent by me, on behalf of Tex-La, is attached hereto as Attachment A.

6. Also by letter dated February 10, 1993, Tex-La notified its counsel, William H. Burchette, that the settlement agreement should not be interpreted to restrict the submission of safety concerns to the NRC. A copy of that letter (without attachment) is attached hereto at Attachment B.

I declare that the foregoing is true and correct to the best of my knowledge.


John H. Butts

Subscribed and sworn to before me this 10 day of February, 1993.


Notary Public

My Commission Expires:



TEX-LA ELECTRIC COOPERATIVE OF TEXAS, INC.

February 10, 1993

Mr. Daniel J. Kleitman
Massachusetts Institute of Technology
Department of Mathematics
Room 2-236
Cambridge, MA 02139

Re: Tex-La Electric Cooperative of Texas, Inc.

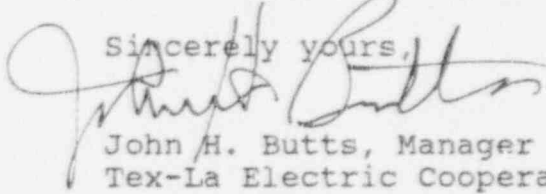
Dear Mr. Kleitman:

The purpose of this letter is to advise you of correspondence recently received by Tex-La Electric Cooperative of Texas, Inc. ("Tex-La") from the Nuclear Regulatory Commission ("NRC") which has a bearing on a letter which you received from Tex-La's attorneys in March, 1989. Copies of the letters from Tex-La's attorneys and from the NRC are attached hereto.

You should note that, in response to a Petition filed by the National Whistleblower Center and certain of its clients, the NRC has taken the position that, according to its interpretation of certain terms of a settlement agreement between Tex-La and Texas Utilities Electric Company ("TU Electric") which settled the parties' disputes surrounding the Comanche Peak Steam Electric Station ("CPSES"), those terms are unenforceable. Specifically, the NRC states in its letter that language in the settlement agreement restricting Tex-La's right to oppose any aspect of CPSES and requiring Tex-La to "encourage and solicit its attorneys and consultants not to oppose, or assist any third party in opposing, [TU Electric] in connection with any matters relating to CPSES" could have a "chilling effect" on NRC's access to safety information. Thus, according to the NRC these restrictive provisions are "void and unenforceable and . . . anyone may, at any time, bring safety information to the NRC, or assist third parties to do so"

This letter is sent to you to satisfy the NRC's requirement that Tex-La inform individuals and organizations that they are not precluded from communicating safety concerns relating to CPSES to the NRC. The 1989 letter to you from our attorneys did not intend to imply that Tex-La has the right to prevent or cause any action on your part. Rather, our obligation under the CPSES settlement agreement is only to "encourage and solicit your cooperation." Thank you for your consideration of this matter.

Sincerely yours,



John H. Butts, Manager
Tex-La Electric Cooperative
of Texas, Inc.

Attachments w/o enclosures

TEX-LA ELECTRIC COOPERATIVE OF TEXAS, INC.

February 10, 1993

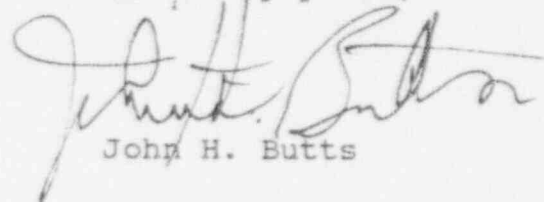
William H. Burchette, Esq.
Brickfield, Burchette & Ritts, P.C.
1025 Thomas Jefferson St., N.W.
Suite 400 East
Washington, D.C. 20007

Dear Bill:

The purpose of this letter is to notify you of a letter which Tex-La Electric Cooperative of Texas, Inc. ("Tex-La") received recently from the Nuclear Regulatory Commission ("NRC"). A copy of the letter is attached for your review.

As you can see from the letter, the NRC believes that the provisions of the settlement agreement between Texas Utilities Electric Company ("TU Electric") and the minority owners of Comanche Peak Steam Electric Station ("CPSES") could be interpreted in a manner that might have a "chilling effect" on individuals desiring to take safety concerns to the NRC. The purpose of this letter is to reaffirm to you that the settlement agreement does not limit your ability to notify the NRC of CPSES-related safety concerns, if you so choose.

Sincerely yours,



John H. Butts

Attachment