

I-20

DOCKETED
USNRC

MEMORANDUM

'95 JAN 30 P2:56

TO: Marvin Hobby
FROM: Bob Edwards
RE: Nuclear Operating Agreements
DATE: October 25, 1989

OFFICE OF SECRETARY
DOCKETING & SERVICE
BRANCH

You have requested my comments on the drafts we are likely to see from OPC. Attached are the key comments. I have not undertaken a line by line editorial, but have striven to provide notice of the key points.

I have also attached copies of the key pages.

Finally, as a separate memo I am enclosing my suggestion on the term of the Managing Board Agreement.

Enclosures

NUCLEAR REGULATORY COMMISSION

50-424-01A-3

Docket No. 50-425-01A-3 Official Ex. No. 20
In the matter of GA Power Units H2
Staff IDENTIFIED
Applicant RECEIVED ✓
Intervenor ✓ REJECTED
Conf'g Off'r
Contractor DATE 1-11-95
Other Witness Hobby
Reporter C. Riner

October 25, 1989

Managing Board Agreement Draft Dated 10/18/89

1. Managing Board Agreement should be entered into simultaneously with Nuclear Services Agreement with SONOPCO. Strike last sentence of 1.23 and insert a reference to the Agreement, either citing it by date or as an Exhibit. Otherwise, OPC will obtain greater authority to veto obtaining nuclear operating services than it currently has.

2. GPC should preserve its authority to act in accordance with prudent utility practice, including ability to apply to transfer the License to SONOPCO without co-owner consent. Strike last sentence of 1.21, 1.22. A fallback would be 85% approval unless prudent utility practice or legal requirements required such a transfer. OPC would retain rights to oppose transfer at the NRC. Under current situation OPC's agreement is a practical necessity.

3. Consistent with these comments, the last nine lines on page 14 (Section 4.0) should be deleted and a period placed after "Each Plant." Subpart (a) should be deleted because Managing Board approval is not needed for the Nuclear Services Agreement. Subpart (b) should be deleted because GPC's authority is governed by existing Participation Agreements. Subpart (c) should be deleted because GPC's authority is

governed by existing Participation Agreements. If we want to provide for the Managing Board to take some action with regard to applying to transfer the license to SONOPCO, a separate sentence describing that requirement could be added here.

Nuclear Services Agreement Draft Dated 10/17/89

1. In order to distinguish the Nuclear Services Agreement and to avoid any accusation that SONOPCO is operating the plants without a license, we should insert the following as the second sentence of 2.01(a) at page six:

"Until SONOPCO is licensed to operate Plant Hatch and Plant Vogtle the scope of these Nuclear Operating Services shall be limited to such nuclear support services as GPC in its capacity as the licensee responsible for plant operations requests. Within the scope as established by GPC or an operating license issued by the NRC"

2. OPC will probably object to the restrictive definition of "willful misconduct" in Section 7.02(b) (page 29-30). I think it can be stricken. This is likely to be controversial with the SONOPCO group.