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UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION
ATOMIC SAFETY AND LICENSING BOARD

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In the Matter of)

TEXAS UTILITIES ELECTRIC COMPANY,)

(Comanche Peak Steam Electric
Station, Unit 2))

OFFICE OF SECRETARY
DOCKETING & SERVICE
BRANCH
Docket No. 50-446-CPA
ASLBP NO. 92-668-01-CPA
(Construction Permit
Amendment)

SUPPLEMENT TO PETITION TO INTERVENE
AND REQUEST FOR HEARING OF B. IRENE ORR,
D.I. ORR, JOSEPH J. MACKTAL, JR., AND S.M.A. HASAN

Pursuant to the September 11, 1992 Memorandum and Order of the Atomic Safety and Licensing Board, B. Irene Orr, D.I. Orr, Joseph J. Macktal and S.M.A. Hasan (hereinafter "Petitioners") file contentions with respect to Texas Utilities Electric Company's ("TUEC") request for an extension of its construction permit for Unit 2 of the Comanche Peak Steam Electric Station ("CPSES").

I. CONTENTION

Petitioners submit the following contention:

Contention 1

The delay of construction of Unit 2 was caused by Applicant's intentional conduct, which had no valid purpose and was the result of corporate policies which have not been discarded or repudiated by Applicant.

II. BASIS OF CONTENTION 1

The basis of the contention is two fold. First, Petitioners contend that a significant safety hazard exists where an applicant for a construction permit has employed and continues

to employ corporate policies aimed at constructing a nuclear power plant in violation of NRC requirements and, as a result of these corporate policies, significant and substantial construction delays occurred and continue to occur. The Second basis of the contention is that the applicant has not repudiated or disregarded the corporate policies responsible for this delay. As a result, TUEC is unable to demonstrate "good cause" for the delay and the amendment must be denied.

III. FACTUAL SUPPORT OF CONTENTION 1

A. Facts Contained in CPSES Operating License and Construction Permit Amendment ASLB docket

On October 30, 1986, the NRC's ASLB admitted a contention concerning the expiration of the Construction Permit for Unit 1 of the CPSES, and a separate docket number was assigned to this proceeding, Docket No. 50-445-CPA (hereinafter referred to as "CPA-1"). The admitted contention is substantially identical to "Contention 1" raised herein by Petitioners (indeed, the only difference is that the instant contention makes reference to the "Applicant" whereas the CPA-1 contention refers to "applicants"). See In the Matter of Texas Utilities Electric Co., et al., 24 NRC 575, 580 (October 30, 1986). As characterized by the Commission, this contention essentially alleged that TUEC had failed to demonstrate good cause for the extension of its construction permit because they "had a corporate policy to construct the plant in violation of NRC requirements, and that subsequent discovery and efforts to correct these violations caused the delay." CLI-86-15, 24 NRC 397, 399 (1986).

An extensive record was created during the course of the CPA-1 proceeding. Petitioners incorporate by reference this record, and allege that, taken as a whole, the CPA-1 record demonstrates that prior to the settlement of the CPA-1 proceeding by the parties, TUEC had not repudiated or discarded its corporate policy which resulted in delays in construction of the CPSES.¹ Specifically, Petitioners call the Board's attention to the June 6 and 8, 1987 pleading of the CPA-1 intervenor, "CASE," entitled: 1) "CASE's Response to Applicants' Interrogatories to 'Consolidated Intervenors' and Motion for a Protective Order;" 2) "CASE's Supplementary Response to Applicants' Interrogatories to 'Consolidated Intervenors' and Motion for a Protective Order." Therein, the intervenor set out extensive facts supporting the assertion that 1) the delay in construction of the CPSES was caused by TUEC's intentional conduct, and 2) that TUEC had not discarded or repudiated the corporate policies which resulted in the delay. Petitioners incorporate herein the factual basis and documentary evidence set forth in these CASE pleadings (together, these two documents are 193 pages in length, and state sufficient facts to determine that TUEC had engaged in a course of conduct which resulted in the delay of construction and that TUEC had, as

¹ Indeed, the ASLB stated in a November 18, 1987 Memorandum and Order (Litigation Schedule) at p. 1, that the ASLB would "assume, unless shown otherwise in the course of the hearing, that there has been a historical QA design and QA construction breakdown." Clearly, sufficient evidence existed to demonstrate that TUEC had violated NRC QA and QC requirements which resulted in extensive delay in the construction of the CPSES.

of that time, not repudiated the corporate policy which resulted in the delay).

Taken as a whole, the CPA-1 record provides sufficient facts to demonstrate that a factual dispute exists as to whether TUEC had enacted a corporate policy that had no valid purpose and which resulted in delay in construction of CPSES Unit 2, and further demonstrates that a factual dispute existed as to whether TUEC's corporate policy which resulted in the delay of construction had been discarded or repudiated.²

B. Facts Not Contained in CPSES CPA-1 docket

Substantial evidence demonstrates that a factual dispute exists as to whether TUEC has repudiated its corporate policies which gave rise to the delay in the construction of Unit 2.

1. Restrictive Settlement Agreements.

Perhaps the most significant evidence that TUEC has not repudiated its past corporate policies concerns TUEC's attempt to systematically keep relevant information from the ASLB and NRC through the use of restrictive settlement agreements. Sufficient

² From the outset, Petitioners wish to make clear that the delay of construction of CPSES Unit 1 directly resulted in the delays of construction of Unit 2. As TUEC admits in its fiscal 1988 10-K filing with the Securities and Exchange Commission, "delay of Unit 2 was implemented to allow the Company to concentrate its resources on the completion of Unit 1." TUEC Fiscal 1988 10-K SEC Report at p.11. Consequently, evidence admitted in CPA-1 is directly relevant to this proceeding. See attached Exhibit 17 ("the Commission has unequivocally concluded that the granting of any extension of the construction completion date for the Comanche Peak Unit 1 raises substantial safety issues that a licensing hearing should be held," and in regards to CPSES Unit 2, "all the same arguments" set forth with respect to the CPA-1 hearing also relate to Unit 2).

evidence exists to create a disputed fact as to whether TUEC and/or its counsel entered into a number of restrictive settlement agreements with the intent of keeping information secreted from the NRC and the ASLB.

a. Restrictive Agreement between TUEC and its former CPSES minority owners

The CPA-1 proceeding contains a pleading filed by one of TUEC's former co-owners of the CPSES, Brazos Electric Power Cooperative, Inc. This pleading, in and of itself, demonstrates that a factual dispute exists as to whether TUEC was intentionally withholding information concerning misconduct (and the resulting delay in construction of the CPSES) from the ASLB and from TUEC's co-owners. Specifically, on August 14, 1987, Brazos Electric alleged in answers to interrogatory responses filed during the course of the CPA-1 proceeding that TUEC had made misrepresentations and failed to disclose information to the ASLB and to the co-owners, and specifically identified 17 specific areas of misrepresentation. See "Objections and Responses of Brazos Electric Power Cooperative, Inc. to Consolidated Intervenor's Interrogatories and Request for Production of Documents," (dated August 14, 1987), attached hereto as Exhibit 1. Brazos further alleged therein that evidence suggests that TUEC continued to adhere to a policy of misrepresentation and non-disclosure before the ASLB which would necessarily result in further delay. See Exhibit 1 at pp. 3-4. 10. Brazos Electric noted in this filing that discovery in a Texas state court proceeding was on-going and Brazos expected to

obtain additional evidence respecting the issues related to the CPA-1 proceeding (i.e., whether TUEC had a corporate policy that had no valid reason which resulted in the delay of construction and that TUEC had not repudiated that corporate policy Id., at p. 8.

TUEC ultimately entered into no less than three separate settlement agreements with its minority owners which operate to preclude the CPSES minority owners from cooperating with Petitioners or from providing the ASLB with evidence concerning the CPA-1 issues (which are the same issues before this Board). See, e.g., Exhibit 4.

The first agreement TUEC entered into with a CPSES co-owner occurred in February of 1988 -- before the CPSES CPA-1 and Operating License ("OL") proceedings were terminated. At that time TUEC entered into an agreement with the Texas Municipal Power Agency ("TMPA"). TUEC acknowledged in its fiscal 1988 10-K filing with the SEC that the TMPA-TUEC settlement required TMPA to drop its Texas state litigation and to sell its share of the CPSES to TUEC for approximately \$456.9 million. See TUEC's fiscal year 1988 10-K SEC filing at p. 40.

The second settlement reached between TUEC and its minority co-owners, Brazos Electric Power Cooperative, Inc. ("BEPC"), occurred some time in July of 1988. Once again, the 1988 10-K report demonstrates that TUEC required that BEPC terminate its Texas state court proceedings and transfer its ownership interest

to TUEC in exchange for receiving approximately \$297.7 million.
Id., at p. 40.

The third and final settlement was reached between TUEC and the remaining CPSES minority owner, Tex-La Electric Cooperative of Texas ("Tex-La") occurred in March of 1989. TUEC reported that the terms of this settlement were essentially similar to the settlement entered into with BEPC and TMPA. Specifically, TUEC asserted in a 8-K filing with the SEC that it had agreed to pay Tex-La \$163 million and that Tex-La would dismiss the pending Texas state law suit.³ See TUEC March 23, 1989 SEC 8-K Report, at p. 2.

Petitioners are unable to obtain a copy of the BEMC and TMPA agreements.⁴ Nonetheless, sufficient evidence exists to indicate that the BEMC and TMPA agreements contain restrictive language prohibiting BEMC and TMPA from providing the ASLB with evidence and documentation unearthed during the course of the Texas state law suit. Specifically, Petitioners rely upon the fact that in the one agreement they were able to obtain, the Tex-La agreement, TUEC incorporated specific language prohibiting Tex-La from releasing any of the evidence it gathered during the

³ In addition to the moneys paid to Tex-La, it should be noted that since May of 1986, Tex-La, unlike the other co-owners, had withheld some \$50.1 million in co-owner payments to TUEC, alleging that TUEC had improperly constructed the CPSES in violation of the Joint Ownership Agreement.

⁴ Indeed, it appears that the NRC was never provided copies of these agreements as well and, as such, NRC Staff has just instructed TUEC to submit copies of these agreements for its review. See September 15, 1992 letter from NRC to TUEC, attached as Exhibit 2.

course of the Texas state court proceeding, and further prohibited Tex-La from cooperating with Petitioners. The Tex-La agreement specifically prohibits all Tex-La employees, attorneys and consultants from "assisting or cooperating" with any third party in all "proceedings" related to "the licensing of Comanche Peak." See May 20, 1992 letter from Tex-La's counsel to Mr. R. Micky Dow, a copy of which is attached hereto as Exhibit 3. Attached as Exhibit 4 are portions of the Tex-La settlement which creates a factual dispute as to whether 1) TUEC intended to secret information from the NRC and Petitioners; and 2) whether TUEC repudiated its corporate policies which resulted in the delay of construction of Unit 2.

b. Restrictive Agreement between TUEC and individual CPSES whistleblowers

Before TUEC entered into any of the minority owner restrictive settlement agreements, TUEC's counsel had already established the practice of concealing evidence directly bearing on the issues to be litigated in the CPA-1 proceedings.

i. The Macktal Agreement

The first known restrictive agreement was entered into back in January of 1987 between counsel representing TUEC before the CPA-1 proceedings and Mr. Joseph Macktal.⁵ Excerpts of this

⁵ A major allegation of corporate misconduct concerns the issue of whether the president of Brown & Root, Inc., personally offered Mr. Macktal an illegal payment of "hush money." This potentially criminal allegation was investigated by NRC-OI. Unfortunately, OI could not verify this allegation due to the fact that TUEC/Brown & Root refused to produce significant evidence in its possession. See Exhibits 14 & 15. Specifically, (continued...)

restrictive settlement agreement are attached hereto as Exhibit 5.

The existence of this agreement constitutes sufficient evidence in and of itself to demonstrate that TUEC had not repudiated its corporate policy which resulted in the delay in construction.

ii. The Polizzi Agreement

Also prior to the termination of the CPA-1 proceedings, in June of 1988, TUEC entered into another "hush money" settlement agreement with another former CPSES employee, Mr. Lorenzo Polizzi. Excerpts of this restrictive settlement agreement are attached hereto as Exhibit 6.

The existence of this agreement constitutes sufficient evidence in and of itself to demonstrate that TUEC had not repudiated its corporate policy which resulted in the delay in construction.

2. TUEC's Pattern of continuing Licensing Violations

A review of the CPA-1 and OL proceedings demonstrates that TUEC's corporate policy which resulted in the delay of

⁵(...continued)

Mr. Macktal had alleged that at a meeting between himself and the president of Brown & Root and a "secretary" (who was also an attorney working for Brown & Root) certain misconduct had occurred. Brown & Root is in possession of contemporaneous notes taken by the attorney/secretary and of memoranda which were filed with TUEC's attorneys directly related to the alleged Austin misconduct. Brown & Root refused to turn over this documentation, alleging attorney client privilege. See Exh 14 and 15 attached hereto. Petitioners assert that the privilege did not attach to these documents and that the issue of whether the president of TUEC's prime contractor will need to be fully adjudicated in this proceeding.

construction of the CPSES was manifested by a breakdown in the QA and QC programs employed at the CPSES. The fact remains that TUEC continues to receive numerous Notices of Violation and civil fines demonstrating that TUEC continues to employ the same corporate policies which originally resulted in the delay of construction. Many of these Notices of Violation (hereinafter "NOV") relate directly to issue of whether TUEC still employs improper corporate policies. Attached as Exhibit 7 is a computer-run compilation of the NOV's and fines TUEC received after the disillusionment of the CPA-1 ASLB. These Notices of Violation constitute compelling evidence that this Court should grant Petitioners Contention. Petitioners specifically call the Boards attention to the violations related to QA and QC breakdowns. See, e.g. NOV ACN 9005220162 (May 17, 1990) ("Failure to provide QC inspectors with adequate authority and organizational freedom to identify quality problems and initiate solutions."); NOV ACN 9008100025 (August 3, 1990) ("deficiency not promptly identified."); NOV ACN 9103040254 (Feb. 21, 1991) ("failure to promptly identify and correct deficiencies"); NOV ACN 9104030058 (March 27, 1991) ("irregularities in records"); NOV ACN 9104050016 (April 1, 1991) ("failure to address cause and corrective actions for programmatic deficiency"); NOV ACN 9204080048 (March 31, 1992) ("failure to implement adequate design control measures"). Taken as a whole, this pattern of NOV's demonstrates that TUEC has not repudiated its past corporate policy which resulted in the delay of construction of the CPSES.

3. TUEC Actively Mislead the ASLB about critical facts in an effort to conceal its corporate policy which resulted in delays of construction and which further demonstrated that TUEC had not repudiated that corporate policy.

Petitioners allege that TUEC intentionally violated an on-going duty it owed to the ASLB to keep the ASLB informed of new developments and information impacting on the CPA-1 proceeding. Specifically Petitioners allege that, in addition to entering into restrictive settlement agreements, TUEC actively sought to secret relevant information from the ASLB, including:

- i) The failure to correct misleading and perjurious testimony during the course of the CPSES ASLB proceedings;
- ii) Intentionally withholding information from its former co-owners concerning the corporate policy which resulted in the delay in the construction of the CPSES;
- iii) Continuing to employ the very individuals responsible for and who assisted in covering-up improper design practices.

Petitioners set out three specific instances where TUEC misled the ASLB about the root cause of design defects incorporated into the design of the CPSES and further establishes that this deception resulted in delay of construction as TUEC was eventually required to re-design 100% of the CPSES pipe support system.

- a. TUEC Attempted to mislead the ASLB on July 13, 1988 about the existence of "hush money" settlement agreements it had previously entered into.

As a threshold matter, TUEC was under an obligation to alert the ASLB of any new information relevant to the CPA-1 or OL

proceedings. See Exhibits 8 and 9. Additionally, TUEC was very aware that issues related to harassment and intimidation were highly relevant to the CPA-1 proceeding. In flagrant disregard to TUEC's obligation to be fully candid with the ASLB, TUEC arranged to have whistleblowers paid money in exchange for agreeing not to bring safety concerns to the ASLB. This serious character flaw, evidencing that TUEC has never repudiated its corporate policy which resulted in the delay of construction, was again covered up in the July 13, 1988 ASLB hearing. Specifically, in response to rumors which were circulating concerning "hush money" payments, CASE's attorneys of record informed the ASLB that there had been no restrictive settlements entered into in the past. See Exhibit 10, ASLB Hearing Tr. p 25283. This statement was knowingly false inasmuch as CASE's attorneys were signatories to no less than one "hush money" agreement. See Exhibit 5.

TUEC's counsel also participated in the cover-up of the restricted settlements. Like CASE's counsel, TUEC's counsel likewise assured the ASLB that there were no restrictive settlements. Exhibit 10 at p. 25268. Incredibly, less than three weeks before the July 13, 1988 ASLB proceeding, TUEC's counsel executed the Polizzi "hush money" agreement, and furthermore, had conditioned the payment of \$5.5 million in

whistleblower settlements to the disillusionment of the OL and CPA-1 proceedings.⁶

TUEC's execution of restrictive settlements is dispositive proof of five separate facts which give good cause for this Board to admit Petitioners Contention 1. First, the payment of money in exchange for silence unto itself was wrong. Second the payment of money in light of the parties' duty of candor to the ASLB, and the fact that harassment and intimidation was a significant contested issue, boarded on overt fraud upon the ASLB. Third, the failure of TUEC on July 13, 1988 to voluntarily admit to and repudiate TUEC's past practice of paying restrictive settlements demonstrates that the practice would continue unabated. Fourth, TUEC's aggressive defense of restrictive settlements in the face of overwhelming public policies prohibiting such settlements demonstrates a management attitude repugnant to public safety and contemptuous of the adjudicatory authority of the ASLB. Finally, as explicated in this pleading, TUEC's incorporation of restrictive terms in their settlements with the minority owners has tainted even this proceedings by denying petitioners access to vital and highly relevant evidence.

⁶ The fact that TUEC never repudiated their harassment of whistleblowers is highlighted by their conditioning all whistleblower settlements on the disillusionment of the licensing proceedings. Had TUEC truly repudiated their past harassment, their settlement with these whistleblowers would have in no way been tied to the disillusionment of the CPA-1 and OL proceedings. Instead of unconditionally repudiating past misconduct, TUEC held the carrot of lucrative settlements in exchange for the dismissal of the licensing proceedings in front of indigent and economically distressed wrongfully terminated whistleblowers.

- b. TUEC Concealed the fact that Incorrect Stiffness Values had been used to certify the CPSES pipe support system.

On January 14, 1987, Brazos Electric filed a pleading in the OL and CPA-1 proceeding which states in part:

...On October 16, 1986, TUEC revealed that it had identified construction deficiencies in completed pipe support installations that, had they remained undetected, could have compromised the integrity of CPSES piping systems under normal operating conditions, and that an 'extensive reinspection program' would be 'required' to determine the safety implications of the findings. This announcement reversed years of affirmations by TUEC that CPSES had been properly constructed. The next day, TUEC announced that use of incorrect values in Unit 1 Class 1 piping stress analyses had resulted in a need to modify 30 % of existing pipe supports in Unit 1 in order to assure the integrity of the Class 1 piping system under normal operating conditions.

In the Matter of Comanche Peak, Views of Brazos Electric Power Cooperative, Inc., respecting Significant Changes Related to Antitrust Matters at pp 7-8 (January 17, 1987) (emphasis in original, attachments omitted);.

What Brazos Electric did not know was that Mr. S.M.A. Hasan, an engineer stationed at the CPSES, had already identified this problem to TUEC management beginning in 1983, and that August of 1985 literally begged high-level TUEC officials at the CPSES, specifically Mr. John Finneran,⁷ to correct the stiffness values

⁷ The significance of Mr. Hasan's personal disclosure to Mr. Finneran cannot be understated. He routinely presented testimony before the ASLB and, at the time was employed by TUEC as its Project Pipe Support Engineer. In this position he oversaw the design of all piping support work at the CPSES. Upon information and belief, he is currently employed at the CPSES as TUEC's Manager of Civil Engineering. The significance of Mr. Hasan's allegation is that TUEC's management responsible for the
(continued...)

that had been transmitted to Westinghouse for analysis. See Hasan v. TUEC, et al., 86-ERA-24, Hearing Transcript at pp. 286, 389 484. Moreover, the record in the Hasan proceeding further demonstrates that Mr. Hasan also requested Mr. Finneran to retrieve specific pipe support packages so Mr. Hasan could personally point out to Finneran how the incorrect stiffness values had been sent to Westinghouse, but that Finneran ignored his pleas and never reported these significant allegations to the NRC.

But, most troubling, is that TUEC failed to alert the ASLB to the fact that Mr. Hasan's assertion that he had, in fact, advised Mr. Finneran about the incorrect stiffness values on during a meeting held on August 19, 1985 was fully substantiated by a CPSES manager, Mr. David Rencher. Specifically Mr. Rencher testified under oath during the course of the Hasan proceeding as follows:

Q: In that [August 19, 1985] meeting in your presence, did Mr. Hasan raise concern over the stiffness of Class 1 pipe supports?

A: Yes, he did.

Q: In the presence of Mr. Finneran?

A: Yes.

⁷(...continued)

pipe support design would cover-up defects in the Class 1 piping system that compromised the integrity of the safety-related pipe supports during normal operating conditions, significantly establishes that TUEC has not repudiated its management policies and continues to retain managers in high-level positions who were -- and presumably are -- willing to risk the public's safety through the concealment of significant safety deficiencies.

Q: Did the two of them hold a discussion about that?

A: It was discussed in that meeting, yes.

Q: And Mr. Finneran was a participant in that discussion.

A: Yes, sir.

* * *

Q: Do you recall whether Mr. Hasan in that meeting was concerned that the stiffness values of the hardware had not been calculated for NPS Class 1 pipe supports?

A: Yes.

Q: And did he express that concern to Mr. Finneran?

A: Yes, he did.

Q: And Mr. Finneran understood the concern?

A: Yes, he did.

Hasan v. TUEC, et al., 86-ERA-24, Hearing Transcript at pp. 117-118.

TUEC's counsel was specifically made aware of Mr. Hasan's allegation that Mr. Finneran intentionally concealed errors in calculating the Class 1 stress values. Yet, TUEC chose not to comply with its "obligation to apprise the Board of developments of matters before it," see, e.g., January 30, 1985 letter from TUEC's Counsel to the ASLB (Exhibit 8), and in violation of "the Board's request that Board members be kept timely informed of matter relating to the licensing," see, March 21, 1985 letter from TUEC's counsel to the ASLB (Exhibit 7), withheld Mr. Hasan's allegation from the ASLB.

Neither the Board nor the minority owners were made aware of the fact that a whistleblower at CPSES disclosed the problems with the stiffness values internally to TUEC management and that

TUEC management had failed to investigate those allegations. Instead the whistleblower who made the allegation was blacklisted from the CPSES site because of "personality problems."

- c. TUEC actively attempted to mislead the ASLB about the method used to certify the design of the CPSES pipe support system

In the late 1970's the NRC convened an Atomic Safety and Licensing Board (ASLB") to adjudicate licensing issues related to TUEC's request to construct and operate the CPSES. Parties to the ASLB licensing proceedings included NRC Staff, TUEC, and, eventually, a single citizen intervenor group by the name of Citizens Associated for Sound Energy ("CASE").

In 1982, CASE began to present the ASLB with testimony by two former CPSES engineers, Mark Walsh and Jack Doyle. Messrs. Walsh and Doyle advised the ASLB that TUEC had designed CPSES pipe support system in violation of NRC requirements.⁸

A major area of concern raised by Walsh/Doyle related to the organization and design interfaces of the CPSES pipe support design groups.⁹ One of the concerns raised by Messrs. Walsh and Doyle centered around the organizational and design interfaces between the various pipe support design groups. Specifically, they were concerned that a lack of coordination between the three

⁸ NRC Staff responded to the Walsh/Doyle concerns by filing a Special Inspection Team ("SIT") Report 82-26/82-14 on February 15, 1983. The SIT Report was subsequently submitted into the record of the ASLB proceedings as Staff Exhibit 207.

⁹ Up until 1985, three design organizations were, for the most part, responsible for designing and certifying CPSES pipe supports; they were Nuclear Power Services, Inc. ("NPSI"), ITT-Grinnell ("ITT-G") and Pipe Support Engineering ("PSE").

pipe support design organizations jeopardized the safety of the CPSES pipe support design because the three pipe support design groups were using a different set of design criteria when designing the pipe support system.

During the ASLB proceedings witnesses appearing on behalf of TUEC and NRC Staff testified before the ASLB to defend the use of multiple sets of design criteria by the three pipe support design organizations. One of the critical witness testifying on behalf of TUEC was Mr. John C. Finneran, Jr.¹⁰ During the ASLB proceedings, Mr. Finneran testified as follows:

...The changes made [to the pipe support designs] will go to the original design organization and they will review it and make all their own calculations for that change...I might point out that after the final review of these drawings, they are stamped and signed by an engineer with the original design organization...After all the field changes are incorporated in the drawing and the drawing goes through final review from the as-built loading, the drawing will be stamped and signed certified by the original design organization...[E]ach organization that designs supports will be responsible for certifying that the support is good for the as-built loads...[These organizations] would be ITT Grinnell, NPSI...and my organization, Pipe Support Engineering.

ASLB Tr. pp. 4971, 4985-4986, 5013 (emphasis added).

The Chairman of the NRC ASLB panel, Hon. Peter B. Bloch, summarized his understanding of Mr. Finneran's testimony and the other evidence submitted to the ASLB as follows:

...Staff was relying primarily on the notion that the major groups had to be properly coordinated...
[C]oordination is necessary so that each major design

¹⁰ Upon information and belief, Mr. Finneran is currently employed at the CPSES as TUEC's Manager of Civil Engineering.

organization knows what it is doing, and what it is responsible for...We are talking about design interfaces, as I understand the interpretation of the Staff. That is, places where the groups might be working on areas of the plant where they have to know how the work of one affects the work of another, but where the responsibility is clearly defined, there is no necessity to talk about every interface that occurs within the groups...The responsibility under the testimony was clearly assigned to each of the three support pipe groups...They don't lose any responsibility for the accuracy of design.

ASLB Tr. pp. 6985-6989 (emphasis added).

On December 28, 1983, the ASLB, relying upon the evidence presented by TUEC and NRC Staff, issued a Memorandum and Order ("M&O"). This M&O specifically addressed the Walsh/Doyle concern regarding the impropriety of the organizational and design interfaces between the different CPSES pipe support design groups. See M&O Section IV(I). The M&O explained its reason for dismissing the Walsh/Doyle concerns regarding the interface between the three pipe support groups as follows:

An early decision was made by the Applicants that pipe support design would be contracted out to companies who are in the business of designing and fabricating pipe support components. In order to satisfy ASME Code requirements...it was necessary to provide them with the overall design criteria to be met. The...document which accomplishes this objective was Specification MS-46A. Contracts for the design of pipe supports at CPSES [Comanche Peak] were awarded to ITT-Grinnell and NPSI. In addition, Applicants created what became the PSE [Pipe Support Engineering Group], which also utilized Specification MS-46A. Since neither Specification MS-46A nor the ASME Code dictate in detail the means by which an engineer is to satisfy the design criteria, differences in engineering approaches occurred between the three parallel pipe support groups. (Staff exhibit 207 [SIT Report] at p. 12; Applicants' Exhibit 142, p. 9).

The fundamental issue for this [ASLB] Board to resolve is whether these differences in design

approaches represent a safety or engineering concern, or if they violate any NRC regulations, Staff guidance or other NRC-endorsed standard...

The evidence establishes that each of these three pipe support design organizations has its own specific scope of responsibility since each has been assigned the responsibility for a specific group of supports. (Staff Exhibit 207, p. 13; Applicants' Exhibit 142, p. 9). There is no need for cross communication between the three groups [NPSI, ITT-Grinnell, and PSE] since they share no common, in-line design responsibility...

The Board concludes that the Applicants have adequately defined and documented the responsibilities and paths of communications between...the pipe support design groups. No NRC regulation has been violated, and the programmatic objectives ...have been satisfied. (Staff Exhibit 207, p.13)

M&O at pp. 67-68 (emphasis added).

Although Section IV(1) of the M&O dismissed the Walsh/Doyle allegations regarding the design interfaces of the pipe support groups, the M&O generally observed that serious "doubt on the design quality" of the CPSES existed. See M&O at p. 1. In an attempt to resolve the doubts raised by the ASLB, TUEC began to submit a series of motions for summary disposition with the ASLB. TUEC often repeated in their affidavits and motions for summary disposition the same type of factual assertions which led the ASLB to conclude that the certification process being employed by the three pipe support groups was acceptable. For example, Mr. Finneran states in one such affidavit that:

As I previously testified...design changes are subject to review by the responsible design organizations.
(Tr. 4970-71).

See Affidavit of John C. Finneran, Jr. regarding Stability of Pipe Supports and Piping Systems, dated June 17, 1984 at p. 14 (emphasis added).

In an affidavit submitted in July of 1984, Mr. Finneran (and other affiants) reiterated that the three design organizations (NPSI, ITT-Grinnell, and PSE) had "separate and distinct responsibilities for the design of pipe supports" and all design changes are "returned to the original designer for correction and rechecking..." See Affidavit of D.N. Chapman, J.C. Finneran, Jr., D.E. Powers, R.P. Deubler, R.E. Balland, Jr., and A.T. Parker regarding Quality Assurance Program for Design of Piping and Pipe Supports for Comanche Peak Steam Electric Station, stated July 3, 1984, at pp. 13, 36.

By 1985 TUEC's effort to design the CPSES pipe support system remained plagued with design deficiencies. At this point in time, the construction permit issued to TUEC by the NRC to construct the CPSES expired. When TUEC sought to renew its permit, the NRC decided to institute Construction Permit Amendment ("CPA") proceedings. The contention admitted in the CPA proceedings was as follows:

The delay of construction of Unit 1 was caused by Applicants' intentional conduct, which had no valid purpose and was the result of corporate policies which have not been discarded or repudiated by Applicants.

See 25 NRC 912, 919 (1987).

In 1985, a former senior pipe support design engineer stationed in the NPSI pipe support group, Mr. S.M.A. Hasan, met with CASE President Juanita Ellis and CASE attorney Billie P.

Garde and explained, inter alia, how pipe supports were being transferred between the various pipe support groups and were certified using multiple sets of design criteria. CASE then agreed to represent Mr. Hasan before NRC Staff and arranged for a grant of confidentiality. On January 10, 1986, Mr. Hasan, NRC Region IV Staff, and Ms. Ellis met. During this meeting, Mr. Hasan raised a series of allegations, which were transcribed. At this time Mr. Hasan stressed to NRC Staff and CASE President Juanita Ellis, that (contrary to what was stated to the ASLB regarding the process used to certify pipe supports in the various pipe support groups) pipe support design packages were routinely transferred between the three pipe support groups and certified using multiple sets of design criteria.¹¹ Mr. Hasan specifically alleged to the NRC at that time Mr. Hasan advised NRC Staff:

...Dave Rencher¹² took the package from us and got it passed in another group. I just ask NRC, is this engineering? Just because we could not qualify a particular pipe support package based on the criteria given us...[Dave Rencher] said, 'Don't worry. Give me the package back. I will get it passed in another group.' Because they were using another criteria. And they got it passed, certified, and gone....Quite a number of times I got a package, we could not qualify

¹¹ This allegation was germane to the CPA proceedings inasmuch as, if true, it establishes that between 1982 and 1985, TUEC had intentionally submitted material false statements before the ASLB which contributed to a delay in the construction of the CPSES.

¹² Mr. Rencher was the CPSES manager of the NPSI group.

it, and we used to write a memo¹³ to Jay Ryan, chief engineer [within the PSE group], telling him that this support is failing under NPS criteria...[a]nd they used to pass it.

Subsequently, Mr. Hasan attempted to gain re-employment at CPSES and filed a "blacklisting" charge against TUEC, Stone & Webster Engineering Corporation ("SWEC") and NPSI. See Hasan v. NPSI, et al., 86-ERA-24. During the course of the Hasan proceeding, evidence in the form of testimony by Mr. Rencher and another pipe support manager, Mr. George Chamberlain, demonstrate that TUEC was involved in the intentional transfer of pipe supports between the various pipe support groups and, as such, the testimony TUEC had repeatedly presented to the ASLB that pipe supports were not being transferred between the various pipe support groups and were not being certified using multiple sets of design criteria constitute material false statements.¹⁴

The most significant evidence to be aired during the Hasan proceeding concerned the practice TUEC was employing on site to design the CPSES pipe support system. Specifically, the on-site manager of the NPSI group, Mr. David Rencher, testified both at

¹³ Attached as exhibit 2 is a copy of one of the memos addressed to Mr. Ryan that were used to transfer pipe support packages out of NPS and into PSE.

¹⁴ On July 8, 1987, the intervenor in the CPA-1 proceeding notified the ASLB that "testimony in [the Hasan] proceedings [was] of such potential significance to...the construction permit proceedings that Applicants should voluntarily provide copies of all pleadings, documents, etc., in that case to the Licensing and CPA Boards." See July 8, 1987 Letter from Ellis to ASLB. TUEC failed to notify the ASLB of this significant evidence in violation of its on-going duty to do so.

his deposition and during the hearing that pipe supports were routinely transferred between the various pipe support groups and were routinely certified using more than one set of design criteria. In this respect, Mr. Rencher testified under oath in deposition prior to the commencement of the Hasan hearing as follows:

Q [Were you aware that] the NPS group was rejecting PSE supports during the certification process?

A Yes, I was aware of that.

Q Were you aware of that in 1983?

A Yes.

Q ...in 1984?

A Yes, sir.

Q ...in 1985?

A Yes.

* * *

Q The NPS group was rejecting PSE packages during the certification process, right?

A Yes.

Q Of these that were being rejected, were they ever then recalculated under different criteria?

A Yes.

Q And then they were certified after they were recalculated under different criteria?

A Yes.

* * *

Q Are you aware whether or not Mr. Hasan could not certify...some of the packages he was checking?

A He could not certify some of the packages because of the NPS criteria on Richmond inserts, yes.

Q Did you take those packages to the PSE group for certification?

A Those supports were rejected to the PSE group.

Q By 'rejected to the PSE group,' what do you mean?

A Well, he attached a memo¹⁵ to it from my group to the PSE group saying the supports were rejected for the following reasons...

Q And would the PSE group then certify the packages...

A ...yes.

Q And they could do that because PSE was using different criteria than NPS?

A Yes.

Rencher Deposition Testimony Tr. pp. 78-81, 96-97.

During the Hasan hearing itself, Mr. Rencher reiterated this testimony:

Q [W]ere you aware whether or not Mr. Hasan rejected Mr. Ryan's pipe support engineering group [PSE] pipe supports while working in you group [NPSI]?

A There were pipe supports that were rejected out of my group, and I am certain Mr. Hasan had reviewed some of those.

Q And they were coming from Mr. Ryan's group?

A Yes, they were.

Q [W]ould Hasan attach a memo¹⁶ to [the PSE packages he was rejecting while in Rencher's NPSI group]?

A Yes.

¹⁵ See Footnote 6, supra.

¹⁶ See Footnote 6, Supra.

Hasan v. NPSI, et al., Hearing Transcript at pp. 120-121. Also see Tr. pp. 125, 130, 239, 275.¹⁷

In essence, the evidence elicited during the Hasan Section 210 proceedings demonstrated that the interfaces between the various pipe support groups were not separate and distinct; that TUEC knew this to be the case and would routinely transfer pipe supports between the various pipe support groups in an attempt to certify pipe supports in violation of 10 CFR Part 50. The Hasan proceeding further establishes that this practice was well established and remained in place from the time he arrived at the CPSES in January of 1982 until he was removed from the CPSES in August of 1985.

During the course of the Hasan Section 210 proceedings, testimony from the on-site manager of the NPSI design organization, Mr. Rencher, from another manager, Mr. George

¹⁷ Also see Rencher Depo. at p. 247 (wherein Mr. Rencher was asked to comment whether it was true that "...if supports did not meet the appropriate design criteria using the NPS design specification, the supports were sent to another pipe support design group, such as PSE, and would be considered acceptable using different design criteria..." to which he answered with an unqualified "yes"). Also see Deposition of George Chamberlain at p. 95, (wherein Mr. Chamberlain, a manager within the pipe support design area, was also asked to comment on whether "supports were sent to another pipe support design group, such as PSE, and would be considered acceptable using different criteria..." to which he responded: "[S]ome companies did not have criteria addressing certain types of design. For example, ITT-Grinnell did not have criteria addressing the Richmond insert tube steel design. If [a pipe support] got redesigned that way, then we would transfer responsibility for that hanger from Grinnell to the site engineering group [PSE]." Indeed, Mr. Chamberlain went as far as to refer to the practice of transferring responsibility of the various pipe supports as the "go around". Chamberlain Deposition at p. 190).

Chamberlain, and from two pipe support engineers, Mr. Hasan and Mr. K. Ravada confirmed that pipe supports were routinely being transferred between the various pipe support design groups between 1982 and 1985. Moreover, the record before the ASLB demonstrates that at no time was the ASLB ever advised of this fact. The record before the ASLB further establishes that although TUEC's counsel knew it had an affirmative duty "to apprise the Board of developments which bear on matters before it...", see January 30, 1985 from TUEC attorney Nicholas Reynolds to ASLB; also see March 21, 1985 letter from TUEC Robert Wooldridge to ASLB (noting a requirement that TUEC "comply with the Board's request that Board members be kept timely informed of matters relating to the licensing" of the CPSES), TUEC intentionally withheld this information from the ASLB.

In the course of adjudicating Mr. Hasan's Section 210 case, evidence of an on-going fraud upon the ASLB and the public concerning certification process of the CPSES pipe support system was extensively documented. Worse, TUEC apparently submitted knowingly false affidavits to the ASLB on this issue. The fact that TUEC engaged in this conduct and had never repudiated this conduct requires this Board to admit Petitioner's Contention 1.

4. TUEC continued to maintain an atmosphere of harassment and intimidation and, in fact, did intimidate and harass engineers and employees and outside consultants charged with reviewing TUEC's design and construction practices.

The harassment and intimidation of whistleblowers at CPSES supports intervenors contention in this proceeding. Intervenors

have learned that many whistleblowers believe that TUEC has never properly reviewed their concerns. These whistleblowers include David Meir, Dobie Hatley, Ron Jones, Joseph J. Macktal, Jr., S.M.A. Hasan and all other persons who have filed whistleblower complaints under Sec. 210 of the Energy Reorganization Act, 42 U.S.C. § 5851 since July 13, 1988 at CPSES. The fact that numerous whistleblowers continue to file complaints against TUEC and their contractors is compelling evidence in support of intervenors contention. Additionally, the harassment allegations of Gary Bodiford were never brought to the attention of the NRC/ASLB. These allegations, outlined in Exhibit 11, also support Petitioners contention. Additionally, Exhibit 12 is the affidavit of Joseph J. Macktal. This affidavit raises significant issues relevant to the contention. Significantly, TUEC illegally paid Mr. Macktal "hush money" to keep these concerns hidden from the ASLB. Mr. Macktal worked at the CPSES Unit 2 and his affidavit is clear and convincing evidence in support of Petitioner's contention.¹⁸

¹⁸ Petitioners wish to advise the Board that they need to conduct discovery in order to fully document evidence which supports this and other factual assertions. Certain persons are in possession of evidence directly related to this assertion, including R. Micky Dow (and Disposable Workers of Comanche Peak), CASE, the former minority owners of CPSES, and the witnesses previously identified as having evidence related to the CPA hearing regarding Unit 1. Without discovery, Petitioners will be prejudiced in their ability to fully explicate the factual basis for their contention. For example, Petitioners have learned that Mr. R. Micky Dow has had extensive contact with whistleblowers at CPSES, including but not limited to Ron Jones, Dobie Hatley and with the estate of Charles Atchinson. These witnesses have provided Mr. Dow with a wealth of information related to this

(continued...)

The record before the CPA-1 ASLB demonstrates that a contested factual issue exists with respect to harassment and intimidation of whistleblowers. Indeed, shortly before CASE signed the Joint Stipulation in June of 1988, CASE advised the ASLB that TUEC continued to manifest "an apparent continuing inability to put into place a program to adequately and promptly deal with harassment/intimidation and concerns raised by employees" and that "a climate of harassment and intimidation still exists and flourishes" at the CPSES. See CASE's Identification of Piping/Pipe Support Issues, dated April 28, 1988, attached hereto as Exhibit 13. As further identified in this document, a factual dispute remained as to whether TUEC had adequately identified the root cause of: 1) harassment and intimidation of QC Inspectors, id., at p. 8; 2) management's role in the harassment and intimidation ("in CASE's view, the harassment/intimidation issues raised the management issues again, and calls into question the credibility of the implementation of the technical program"); 3) and that CASE was disturbed and distressed that TUEC had withheld information regarding the intimidation of Cygna, a fact that TUEC continued to conceal but which CASE gleaned from access to some

¹⁸(...continued)
proceeding, some of which he has filed with this Board. Additionally, Mr. R. Micky Dow is also in the possession of a number of tape recorded conversations of made on the CPSES site. Mr. Dow has alleged that these tape records contain evidence of misconduct committed by applicant which is directly related to this proceeding. Petitioners have not had an opportunity to review these recordings.

documentation provided CASE by the minority owners. Id., at p. 11.

The harassment and intimidation issues continue to present sufficient evidence that TUEC has not repudiated its corporate policy which resulted in the delay of construction of Unit 2, and further demonstrates that TUEC has not repudiated this policy.¹⁹

Conclusion

For the foregoing reasons this Board should admit Petitioner's Contention 1.

Respectfully submitted,



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Stephen M. Kohn

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517 Florida Avenue, N.W.
Washington, D.C. 20001
(202) 234-4663

Attorneys for Petitioners

Dated: October 5, 1992

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¹⁹ Significantly, in an interview before NRC-OI, attorney Billie P. Garde conceded that TUEC continued to get "egg on [their] face" in the "licensing hearing" due to the harassment and intimidation concerns of various whistleblowers. Garde testified to TUEC's specific intent to suppress the harassment and intimidation allegations from the ASLB. See Exhibit 15. Garde, who at the time of this interview had been sued by Mr. Macktal for malpractice, was very derogatory towards her former client during the interview. What is significant about her statements concerning TUEC's intent was that she was forced to explain TUEC's motive in executing the Macktal settlement despite her anger towards her former client.

8-14-87

UNITED STATES NUCLEAR REGULATORY COMMISSION
Before the Atomic Safety and Licensing Board

In the Matter of)

TEXAS UTILITIES ELECTRIC COMPANY,)
et al.,)

(Comanche Peak Steam Electric)
Station Unit 1))

Docket No. 30-443-CFA

OBJECTIONS AND RESPONSES OF BRAZOS ELECTRIC POWER
COOPERATIVE, INC. TO CONSOLIDATED INTERVENORS'
INTERROGATORIES AND REQUEST FOR PRODUCTION
OF DOCUMENTS (6/19/87)

Applicant Brazos Electric Power Cooperative, Inc.
("Brazos") hereby respectfully submits its Responses and
Objections to the above-described Interrogatories and Requests.
As discussed in the accompanying letter from counsel appearing
specially for Brazos to members of the Board, certain of the
responses have been excised as apparently subject to an order
staying production in Texas Utilities Electric Co. v. The
Honorable Lord McCallen Marshall, No. 05-87-00887-CO (CS, App.
5th Sup. Ct. Dist., Dallas) (August 12, 1987).

Interrogatory No. 1

Consolidated intervenors have alleged (Amended
Contention 2) that:

The delay in construction of Unit 1 was caused
by Applicants' intentional conduct, which had
no valid purpose and was the result of
corporate policies which have not been
discarded or repudiated by Applicants.

1. With regard to that allegation, please specify all
instances of any Applicant's "intentional conduct" of which you
are aware that would support the allegation.

Response to Interrogatory No. 1

EXHIBIT 1

PAGE 1 OF 1

Attachment

As TU Electric has informed Brazos that construction of CPSES Unit 1 was essentially complete prior to August 1, 1985, but for activities relating to demonstrating the safety of the plant to itself and to the NRC, Brazos construes questions about causes for "delay in construction of Unit 1" to encompass all licensing-related reinspection and rework that has taken place since August 1, 1985, when the construction permit expired, as well as all conduct which may have prevented the NRC's issuance of an operating license for Unit 1 by that time.

TU Electric 1/ has made misrepresentations and failed to disclose material information to Brazos. These acts and omissions may have delayed construction of Unit 1 by hindering Brazos's fulfillment of its duty to assure the completeness of the factual record and the adequacy of factual responses to discovery in these proceedings, and to bring relevant information to the attention of the presiding Boards or the Commission Staff. Brazos is also hindered from fulfilling its obligations by threatened litigation by TU Electric should Brazos act to fulfill its responsibilities. These misrepresentations, non-disclosures and threats, besides constituting interference with minority owners' obligations to the ASLB, to the parties to these proceedings, and to the NRC, may have delayed completion of CPSES by precluding, slowing, or undermining the NRC's confidence that an operating license should be granted. Such misrepresentations,

1/ The term "TU Electric," as used in these responses, should be understood to include, wherever appropriate, the Texas Utilities Generating Company, TU Electric's predecessor as Comanche Peak Project Manager.

by licensing counsel were affected by a direction by TU Electric that they not fulfill attorney obligations towards the co-owners. If this is the case, and if the failure of licensing counsel to fulfill their fiduciary obligations to Brazos has led to delay in construction of CPSES Unit 1, then such delay was caused by TU Electric's intentional conduct, which had no valid purpose and was the result of corporate policies which have not been discarded or repudiated by TU Electric.

TU Electric has recently declared, contrary to the CPSES "SAR, that it has not acted as Brazos's agent in licensing matters. If any breaches of TU Electric's fiduciary obligations to Brazos have resulted in delay of construction of CPSES Unit 1, then any such delay was caused by TU Electric's intentional conduct, which had no valid purpose and was the result of corporate policies which have not been discarded or repudiated by TU Electric.

Interrogatory No. 1.a

a. Identify all person(s) who engaged in this intentional conduct.

Response to Interrogatory No. 1.a

Brazos believes that all TU Electric and Texas Utilities Services personnel in attendance at Owners Committee meetings may be held responsible for intentional misrepresentations and omissions to Brazos.

Licensing counsel who have specifically disclaimed any attorney-client relationship with Brazos include Messrs. Wooldridge, Reynolds, Dignan, and Eggeling. However, in his letter of February 19, 1987 to the Board, Mr. Wooldridge specifically states that "no counsel" have appeared in support of the

license application has or ever had any attorney/client relationship with any CPSES owner other than TU Electric."

John Beck has threatened Brazos in an attempt to prevent it from fulfilling its obligations to the NRC Staff and the licensing boards. Other statements which Brazos construes as threats have appeared in legal pleadings, signed by TU Electric counsel. TU Electric's denial of its agency relationship with Brazos is also found in a legal pleading.

Interrogatory No. 1.B

b. Specify the date(s) the conduct took place.

Response 1. Interrogatory No. 1.B

From 1973 to date.

Interrogatory No. 1.C

c. Explain precisely how the conduct caused a delay in construction of Unit 1.

Response to Interrogatory No. 1.C

Brazos cannot at this time precisely identify how TU Electric's misrepresentations, omissions, threats, instructions to licensing counsel, and disregard for fiduciary obligations to its co-owners might have caused delay in construction of CPSES Unit 1.

Interrogatory No. 1.D

d. Cite all documents that support your answers to 1.a., b., and c. above.

Response to Interrogatory No. 1.D



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D. C. 20555

September 15, 1992

Docket Nos. 50-445
and 50-466

Mr. William J. Cahill, Jr.
Group Vice President, Nuclear
TU Electric Company
400 North Olive Street, L.B. 81
Dallas, Texas 75201

Dear Mr. Cahill:

SUBJECT: COMANCHE PEAK STEAM ELECTRIC STATION - REQUEST FOR DOCUMENTS TO
SUPPORT NRC STAFF REVIEW OF 10 CFR 2.206 PETITION (TAC NO. M84073)

The NRC staff is conducting a review of materials related to the 10 CFR 2.206 Petition filed by Arnold D. Kohn on June 11, 1992, on behalf of the National Whistleblower Center and Messrs. Macktal and Hasan related to the Comanche Peak Steam Electric Station (CPSES). The staff has determined that additional documents are necessary to complete the review. You are requested to provide Exhibits I through Q, inclusive, to the January 30, 1990, settlement agreement between TU Electric and Tex-La Electric Cooperative of Texas, Inc. (Tex-La). You are also requested to provide copies of settlement agreements with all other former co-owners of CPSES, and exhibits similar to those requested for TU Electric's January 30, 1990, settlement agreement with Tex-La.

The reporting requirements contained in this letter affect fewer than ten respondents, therefore OMB clearance is not required under Public Law 96-511.

You are requested to provide these documents within 20 days of receipt of this letter.

Sincerely,

Martin J. Virgilio, Assistant Director
for Regions IV and V Reactors
Division of Reactor Projects III/IV/V
Office of Nuclear Reactor Regulation

cc: See next page

EXHIBIT 2

PAGE DF

Attachment 2

JORDEN SCHULTE & BURCHETTE

A PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

SUITE 400 EAST

1025 THOMAS JEFFERSON STREET, N.W.

WASHINGTON, D.C. 20007-0806

(202) 965-8100

TELECOPIER (202) 965-8104

May 20, 1992

VIA TELECOPY AND MAIL

Mr. R. Micky Dow, Director
Public Relations, D.W.C.P.S.E.S.
322 Mall Blvd. #147
Monroeville, PA 15146

Dear Mr. Dow:

Recently you sent me a copy of your May 16, 1992 letter to the Complaints Division of the Securities & Exchange Commission regarding the Comanche Peak Steam Electric Station. In addition, yesterday, as well as last week, you tried unsuccessfully to reach me by telephone.

On behalf of my client Tex-La Electric Cooperative of Texas, Inc. ("Tex-La"), I wish to advise you that, under Article IX of Tex-La's January 30, 1990 settlement agreement with Texas Utilities Electric Company ("TU Electric"), Tex-La, as well as its employees, attorneys and other consultants, are precluded from assisting or cooperating in any way with your organization, or with any other third party, in opposing TU Electric in connection with the licensing of Comanche Peak, including the related antitrust issues addressed in your May 16 letter. Therefore, neither I nor any of my colleagues at this firm can be of any help to you in this matter and I would very much appreciate it if you would refrain from further attempting to contact any of us. Thank you for your cooperation and understanding.

Sincerely,



William H. Burchette

WHB/dms

cc: Robert Wooldridge
John Butts

PAGE 3 DF

AGREEMENT

between

TEX-LA ELECTRIC COOPERATIVE OF TEXAS, INC.

Tex-La

and

TEXAS UTILITIES ELECTRIC COMPANY

TU Electric

Dated as of March 23, 1989

EXHIBIT 4
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Practices and Consumer Protection Act, against TU Electric or TUC, or both, in any capacity, whether individually, as Project Manager of Comanche Peak or otherwise, and their respective insurers, agents, servants, employees, officers, directors, shareholders, consultants, attorneys and representatives, past and present, and any and all of their respective successors, subsidiaries and affiliates and their respective insurers, agents, servants, employees, officers, directors, shareholders, consultants, attorneys and representatives, past and present.

- (b) Except as provided in Section 4.2(f) hereof, Tex-La, for itself and on behalf of any person or entity, private or governmental, claiming by, through or under Tex-La, including without limitation, to the extent it has the standing and right under law to do so, its Members and customers (including the customers of Tex-La's Members and other wholesale customers) and its or their respective insurers, agents, servants, employees, officers, directors, consultants, attorneys and representatives hereby further agrees and covenants that, upon and after the Closing, neither it nor they claiming by, through or under Tex-La, individually, collectively or in any combination, will directly or indirectly, oppose, challenge, contest or assert any complaint in any court or before any administrative agency or body or in any other forum whatsoever with respect to, or in any manner involving, concerning, arising out of, or relating to, Comanche Peak and the incidents and attributes thereof including, without limitation, the planning, design, construction and licensing of Comanche Peak and the management of such planning, design, construction or licensing or any other aspect of such planning, design, construction or licensing, the costs and schedule of construction and completion of Comanche Peak, and the reasonableness, prudence or efficiency of the planning, design, construction and licensing of Comanche Peak and the management of such

planning, design, construction or licensing, and the reasonableness, prudence or efficiency of the management, procurement, conversion, enrichment, fabrication, shipping, transportation and storage of the Fuel, and the costs incurred in connection with the management, procurement conversion, enrichment, fabrication, shipping, transportation and storage of the Fuel, and the breach of the Joint Ownership Agreement and any express or implied warranties arising out of the Joint Ownership Agreement, and any representation, misrepresentation, disclosure or non-disclosure in connection with the negotiations or preceding the execution by Tex-La of the Joint Ownership Agreement, and in connection with the performance or nonperformance by TU Electric of its duties, responsibilities or obligations under the Joint Ownership Agreement as Project Manager or otherwise, and the failure of TU Electric to pursue any remedies, either at law or otherwise, that may be, or may have been, available against any and all contractors, subcontractors, suppliers, consultants, vendors or others with respect to Comanche Peak (including separately the Station, Fuel or Transmission Facilities) and on account of anything that has occurred or may have occurred, in whole or in part, with respect to Comanche Peak, (including separately the Station, Fuel or Transmission Facilities) and the incidents and attributes thereof and any of the foregoing whether known or unknown. Notwithstanding any other provisions of this Agreement, nothing herein shall limit Tex-La's right to defend the prudence of its participation in Comanche Peak or the settlement of the Pending Litigation before any court or regulatory agency; provided, however, that since TU Electric by this Agreement is reimbursing Tex-La for its attorneys fees and other litigation costs related to the Pending Litigation, in no event shall Tex-La use any information obtained by it or its attorneys, through discovery in the Pending Litigation in any manner adverse

to TU Electric and in no event shall Tex-La contend, plead, assert, or claim in any proceeding that TU Electric or the Project Manager under the Joint Ownership Agreement acted imprudently or that any costs associated with the planning, design, construction and licensing of Comanche Peak and the management of such planning, design, construction or licensing were imprudently incurred; provided further however, that this sentence shall not prohibit Tex-La from furnishing factual information in response to a specific discovery request and shall not require any representative of Tex-La to violate any obligation to tell the truth under oath in response to a specific request therefor.

(c) Notwithstanding anything contained in paragraphs (a) or (b) of this Section 9.2 or elsewhere in this Agreement, Tex-La specifically does not covenant not to sue, and specifically does not agree to not assert, challenge or contest, with regard to:

- (1) Subject Claims arising out of or under this Agreement or any of the other agreements or instruments to be delivered pursuant hereto;
- (2) Subject Claims which could not have been brought in the Pending Litigation and which accrue on or after the Date of Commercial Operation (as that term is defined in the Joint Ownership Agreement) and which are based upon the acts or omissions of TU Electric or the Project Manager other than in connection with the planning, design, construction and licensing of Comanche Peak and the management of such planning, design, construction and licensing;
- (3) any defenses which Tex-La has or may have to Subject Claims asserted against Tex-La by any persons or parties whomsoever, provided that Tex-La may not seek any type of affirmative relief hereunder against TU Electric, TUC, or both, their successors, subsidiaries and affiliates, or its or their respective insurers, agents, servants, employees, officers, directors, shareholders, consultants, attorneys and representatives;
- (4) any counterclaims which Tex-La has or may have against any party other than TU Electric, TUC, or both, their successors, subsidiaries and affiliates, or its or their respective insurers, agents, servants, employees, officers, directors, shareholders, consultants, attorneys and representatives, acting in such capacity, with respect to any Subject Claims being asserted against Tex-La by anyone other than

TU Electric, TUC, or both, their successors, subsidiaries and affiliates, or its or their respective insurers, agents, servants, employees, officers, directors, shareholders, consultants, attorneys and representatives; or

- (5) any proceeding in which TU Electric's rates are being determined, provided that Tex-La shall not oppose, or assist any third party opposition to, the inclusion in TU Electric's rates of any and all costs related to Comanche Peak.
- (d) At the Closing, Tex-La will execute and deliver to TU Electric the form of Covenant Not to Sue attached hereto as Exhibit M. Further, Tex-La covenants and agrees that it will cooperate and assist TU Electric in connection with all necessary approvals of this Agreement and that it will encourage and solicit its attorneys, including Heron, Burchette, Ruckert & Rothwell and Hughes & Luce, and Tex-La's consultants, not to oppose or assist any third party in opposing TU Electric in connection with any matters relating to Comanche Peak; and, if necessary to prevent a conflict of interest, it being understood and agreed that Tex-La's consultants and attorneys may have obtained or developed information regarding Comanche Peak in the course of the Pending Litigation that arguably could be inequitable for them to otherwise utilize in view of the consideration being rendered by TU Electric hereunder in order to obtain a final settlement of the matters referred to in this Agreement, Tex-La covenants and agrees that it will take all such action as may be necessary or appropriate in order to prevent the consultants and attorneys, including Heron, Burchette, Ruckert & Rothwell and Hughes & Luce, employed by it in connection with, the Pending Litigation, from participating or assisting in any manner adverse to Tex-La's duty of cooperation herein or to TU Electric in connection with the Pending Litigation, the Pending Houston Suit, the Pending Somervell County Suit or any current or future proceedings or matter before the PUC or the NRC involving or relating to Comanche Peak, or any current or future proceedings

before any court or before any administrative agency or body or in any other forum whatsoever with respect to, or in any manner involving, concerning, arising out of, or relating to: (i) the acts or omissions of TU Electric or the Project Manager referred to or in question in the Pending Litigation or which could have been brought into question in the Pending Litigation; or (ii) the acts or omissions of TU Electric or the Project Manager with respect to Comanche Peak that occur, in whole or in part, prior to the Date of Commercial Operation (as said term is defined in the Joint Ownership Agreement). The covenant set forth in the prior sentence shall survive the Closing hereunder and remain in force until the expiration of any Subject Claim covered thereby. Nothing contained in this Section 9.2(d) shall be construed to prohibit said attorneys and consultants from representing Tex-La in connection with the matters described in subparagraphs (1) through (5) of Section 9.2(c). For the purposes of this paragraph, it is recognized that Tex-La can only encourage and solicit its consultants to take or refrain from taking certain actions and does not have the right to prevent or cause such actions on their part.

9.3 TU Electric Release. Upon the Closing, TU Electric, for itself and on behalf of its parent, TUC, and their subsidiaries and affiliates and on behalf of any person or entity, private or governmental, claiming by, through or under TU Electric or TUC, including without limitation, to the extent it has the standing and right under law to do so, their customers and shareholders and their respective insurers, agents, servants, employees, officers, directors, consultants, attorneys and representatives shall waive, release, discharge, renounce and relinquish any and all Subject Claims involving, concerning, accruing in, arising out of, or relating to the period of time prior to the Closing which it has or they have claiming by, through or under TU Electric or TUC, or may have, whether known or unknown, contingent or absolute, including, without limitation, those based on common law, whether contract (express or implied, including

Application of Citizens for Fair Utility Regulation (CFUR) for intervention and for resumption of ASLB hearings, the ongoing antitrust review relative to the licensing of Comanche Peak, and any and all appeals from rulings and orders of the NRC related to, or growing out of, said Dockets or proceedings which are pending before any court. Within three (3) Business Days after the Closing, Tex-La shall cause the dismissal, with prejudice to the refiling of same in any forum and in any form whatsoever, of all of its Subject Claims against TU Electric, TUC and their subsidiaries and affiliates in the Pending Litigation, and shall withdraw all Subject Claims, if any, adverse to TU Electric in connection with the granting of the requisite licenses and approvals for Comanche Peak pending in the NRC Dockets Nos. 50-445-OL, 50-446-OL and 50-445-CPA and any and all proceedings in any manner related to, or arising out of, said NRC licensing proceedings.

Tex-La agrees and covenants, from and after the Closing, to fully cooperate with TU Electric and provide all reasonably requested assistance, including providing the legal assistance of its attorneys (including Heron, Burchette, Ruckert & Rothwell and Hughes & Luce), in a timely manner in connection with any legal proceedings (excluding the Pending Litigation) involving Comanche Peak, including the licensing of Comanche Peak by the NRC, including without limitation the ongoing antitrust review in connection therewith, and all proceedings involving Comanche Peak before the PUC to the extent of not opposing, or assisting any third party in opposing, the position being advocated by TU Electric. Except as specifically provided otherwise in this Agreement, TU Electric shall promptly reimburse Tex-La for any and all reasonable out-of-pocket expenses and any and all reasonable outside professional fees, including, without limitation, attorneys fees, incurred by Tex-La in providing such cooperation.

9.8 TU Electric Actions and Litigation Costs. Within three (3) Business Days after the Closing, TU Electric shall cause the dismissal, with prejudice to the refiling of same in any forum and in any form whatsoever, of all of its Subject Claims against Tex-La in

customers (including the customers of Tex-La's Members and other wholesale customers) and its or their respective insurers, agents, servants, employees, officers, directors, consultants, attorneys and representatives, agrees and covenants to immediately abate any and all currently pending actions whatsoever, directly or indirectly, involving or relating to the prosecution or processing of any Subject Claims in any way relating to Comanche Peak against TU Electric or TUC, or their respective directors, officers, employees, agents, insurers, consultants or attorneys, past or present, and any and all of their respective successors, subsidiaries and affiliates and their respective insurers, agents, servants, employees, officers, directors, shareholders, consultants, attorneys and representatives, past and present, pending in any court or before any administrative agency or body (except Subject Claims being made in the Pending Litigation, which shall be governed by the provisions of Article IV of this Agreement). In such capacity and to the extent Tex-La can and not be in violation of Section 210 of the Energy Reorganization Act, 42 USC Section 5851 (1983) (Tex-La hereby representing and warranting that it knows of no violation, actual or alleged, of Section 210 of the Energy Reorganization Act, 42 USC Section 5851 (1983) which has not heretofore been disclosed to TU Electric in writing), Tex-La agrees and covenants that Tex-La for itself and on behalf of any person or entity, private or governmental, claiming by, through or under Tex-La, including without limitation, to the extent it has the standing and right under law to do so, its Members and customers (including the customers of Tex-La's Members and other wholesale customers) and its or their respective insurers, agents, servants, employees, officers, directors, consultants, attorneys and representatives, shall not prosecute, directly or indirectly, any Subject Claims, objections, motions or other actions adverse to TU Electric in connection with applications for granting the requisite licenses and approvals for Comanche Peak pending before the NRC and its Atomic Safety and Licensing Boards (ASLB) and Atomic Safety and Licensing Appeal Boards, including, without limitation, in NRC Dockets Nos. 50-445-OL, 50-446-OL and 50-445-CPA, in the

indemnify, hold harmless and defend TU Electric, TUC and their respective subsidiaries, affiliates and customers from and against any and all Subject Claims of Tex-La or anyone related to or affiliated with Tex-La, including Tex-La's Members and, to the extent they are acting in such capacity, Tex-La's customers (including the customers of Tex-La's Members and other wholesale customers) and creditors, with respect to, or in any manner involving, concerning, arising out of, or relating to: (i) the acts or omissions of TU Electric or the Project Manager referred to or in question in the Pending Litigation or which could have been brought into question in the Pending Litigation, including without limitation Subject Claims based upon the negligence or gross negligence, sole, joint or concurrent, of TU Electric or the Project Manager; and (ii) the acts or omissions of TU Electric or the Project Manager with respect to Comanche Peak that occur, in whole or in part, prior to the Date of Commercial Operation (as said term is defined in the Joint Ownership Agreement), including without limitation Subject Claims based upon the negligence or gross negligence, sole, joint or concurrent, of TU Electric or the Project Manager. Pursuant hereto, at the Closing Tex-La will execute and deliver to TU Electric the form of Indemnity Agreement attached hereto as Exhibit Q.

9.6 Covenant of Cooperation. The parties hereby covenant and agree to assist, cooperate with, and support each other (other than financial support) in the event that a third party institutes any action against either of them with respect to Comanche Peak and any incident or attribute thereof, except that neither of them shall be required to take any position which it believes is contrary to its material pecuniary interests or contrary to the truth.

9.7 Termination of Participation. To the extent that Tex-La can, and not be in violation of Section 210 of the Energy Reorganization Act, 42 USC Section 5851 (1983), upon the execution of this Agreement, Tex-La, for itself and on behalf of any person or entity, private or governmental, claiming by, through or under Tex-La, including without limitation, to the extent it has the standing and right under law to do so, its Members and

EXHIBIT M

COVENANT NOT TO SUE

STATE OF TEXAS §
 §
COUNTY OF NACOGDOCHES §

For and in consideration of the agreements, undertakings, promises, and covenants of TU Electric set forth in the Agreement, including without limitation the contemporaneous delivery to Tex-La by TU Electric of (1) the Release attached to the Agreement as Exhibit N, (2) the Covenant Not to Sue attached to the Agreement as Exhibit O, and (3) the Assumption and Indemnity Agreement attached to the Agreement as Exhibit P, the adequacy and sufficiency of such consideration being hereby acknowledged and confessed, Tex-La hereby agrees to the following:

1. Definitions. As used herein, the following terms have the following meanings:

A. "Agreement" means that certain Agreement dated March 23, 1989, by and between Tex-La and TU Electric.

B. "Brazos" means Brazos Electric Power Cooperative, Inc.

C. "Comanche Peak" means the nuclear-fueled electric generating facility under construction on certain lands situated in Hood and Somervell Counties, Texas, and consisting of two units having a nominal capacity of 1,150 megawatts each, and related properties, and is the aggregate and combination of the Station, Fuel, and Transmission Facilities, and all other rights and interests associated with or relating thereto.

D. "Fuel" means the Comanche Peak nuclear fuel, irrespective of chemical and/or physical form, and the rights and interests related thereto.

E. "Joint Ownership Agreement" means that certain instrument entitled on the cover page thereof "JOINT OWNERSHIP AGREEMENT BETWEEN DALLAS POWER & LIGHT COMPANY, TEXAS ELECTRIC SERVICE COMPANY, TEXAS POWER & LIGHT COMPANY, TEXAS UTILITIES GENERATING COMPANY, TEXAS MUNICIPAL POWER AGENCY AND BRAZOS ELECTRIC POWER COOPERATIVE, INC. FOR COMANCHE

PEAK STEAM ELECTRIC STATION," executed on January 2, 1979, together with and as modified by that certain instrument entitled on the cover page thereof "Modification of Joint Ownership Agreement Between Dallas Power & Light Company, Texas Electric Service Company, Texas Power & Light Company, Texas Utilities Generating Company, Texas Municipal Power Agency and Brazos Electric Power Cooperative, Inc.: For Comanche Peak Steam Electric Station," executed on June 1, 1979, together with and as amended by (i) the Amendment of Joint Ownership Agreement, executed on December 9, 1980, between Dallas Power & Light Company, Texas Electric Service Company, Texas Power & Light Company, Texas Utilities Generating Company, TMPA, Brazos, and Tex-La, together with and as amended by (ii) the Second Amendment of Joint Ownership Agreement, executed on February 12, 1982, between Dallas Power & Light Company, Texas Electric Service Company, Texas Power & Light Company, Texas Utilities Generating Company, TMPA, Brazos, and Tex-La.

F. "Members" means the seven (7) Texas non-profit electric cooperative corporations that are members of Tex-La, as set out in Exhibit C to the Agreement.

G. "Owners" means collectively TU Electric, Brazos, TMPA and Tex-La, as owners of Comanche Peak in accordance with the terms of the Joint Ownership Agreement, or singularly any of such parties.

H. "Pending Litigation" means Cause No. 399,336 —Tex-La Electric Cooperative of Texas, Inc. v. Texas Utilities and Texas Utilities Electric Company, — in the District Court of Travis County, Texas, 98th Judicial District; and Cause No. 86-6809-A — Texas Utilities Electric Company v. Tex-La Electric Cooperative of Texas, Inc. — in the District Court of Dallas County, Texas, 14th Judicial District.

I. "Project Manager" means TU Electric designated and acting as such in accordance (or purportedly in accordance) with the terms of the Joint Ownership Agreement.

J. "Site" means approximately 7,669 acres owned (in fee or other estate or interest) by the Owners, as tenants in common, and located in Hood and Somervell Counties, Texas.

K. "Station" means the Site, all improvements thereon (including Squaw Creek Lake and Park) and all fixtures and attachments thereto, as well as (i) all personal property thereon and associated therewith or related thereto and owned by the Owners, and (ii) all rights (tangible or intangible), and all easements and other interests of any nature associated therewith or related thereto and owned by the Owners, excluding, however, the Fuel, and the Transmission Facilities.

L. "Subject Claims" means any and all claims, actions, controversies, causes of action, disputes, demands, and complaints of whatsoever kind or nature and whether known or unknown.

M. "Tex-La" means Tex-La Electric Cooperative of Texas, Inc.

N. "TMPA" means Texas Municipal Power Agency.

O. "Transmission Facilities" means the Comanche Peak - Cleburne Junction and Cleburne Junction-Everman 345 kV electrical transmission lines, aggregating approximately 51.5 miles in length, and associated rights-of-way, equipment, fixtures and personal property.

P. "TUC" means Texas Utilities Company, which is a Texas corporation and the parent of TU Electric.

Q. "TU Electric" means Texas Utilities Electric Company, which is a Texas corporation.

II. Covenant Not to Sue and Agreement Not to Challenge.

- (a) Except as provided for in Section 4.2(f) of the Agreement, Tex-La, for itself and on behalf of any person or entity, private or governmental, claiming by, through or under Tex-La, including without limitation, to the extent it has the standing and right under law to do so, its Members and customers (including

the customers of Tex-La's Members and other wholesale customers) and its or their respective insurers, agents, servants, employees, officers, directors, consultants, attorneys and representatives does hereby agree and covenant that it and they, individually, collectively or in any combination, will forebear from asserting against, and never sue for or look for satisfaction with respect to, TU Electric and TUC and their respective insurers, agents, servants, employees, officers, directors, shareholders, consultants, attorneys and representatives, past and present, and any and all of their respective successors, subsidiaries and affiliates and their respective insurers, agents, servants, employees, officers, directors, shareholders, consultants, attorneys and representatives, past and present, any Subject Claim (including without limitation any Subject Claim against any contractor, subcontractor, supplier, consultant, vendor or other person, firm or entity in privity in any manner with any of them which may therefore or as a result thereof have a right over or Subject Claim in subrogation) in any manner involving, concerning, arising out of, or relating to, the planning, design, construction and licensing of Comanche Peak and the management of such planning, design, construction or licensing, or any other matter relating to the planning, design, construction or licensing of Comanche Peak, and the management, procurement, conversion, enrichment, fabrication, shipping, transportation and storage of the Fuel, which it has or they have claiming by, through or under Tex-La, or may have, whether known or unknown, contingent or absolute, including, without limitation, those based on common law, whether contract (express or implied, including express or implied warranty) or tort (including, without limitation, intentional tort, negligence or gross negligence, sole, joint or concurrent) or strict liability or fraud, and those based upon any Federal, state or local statute, law, order or regulation, including, without limitation, the Atomic

Energy Act of 1954, as amended, the regulations of the NRC, the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, and any rule or regulation under either, the Texas Securities Act (Title 19, Articles 581-1, et seq., V.A.T.S.) and the Texas Deceptive Trade Practices and Consumer Protection Act, against TU Electric or TUC, or both, in any capacity, whether individually, as Project Manager of Comanche Peak or otherwise, and their respective insurers, agents, servants, employees, officers, directors, shareholders, consultants, attorneys and representatives, past and present, and any and all of their respective successors, subsidiaries and affiliates and their respective insurers, agents, servants, employees, officers, directors, shareholders, consultants, attorneys and representatives, past and present.

- (b) Except as provided in Section 4.2(f) of the Agreement, Tex-La, for itself and on behalf of any person or entity, private or governmental, claiming by, through or under Tex-La, including without limitation, to the extent it has the standing and right under law to do so, its Members and customers (including the customers of Tex-La's Members and other wholesale customers) and its or their respective insurers, agents, servants, employees, officers, directors, consultants, attorneys and representatives hereby further agrees and covenants that neither it nor they claiming by, through or under Tex-La, individually, collectively or in any combination, will directly or indirectly, oppose, challenge, contest or assert any complaint in any court or before any administrative agency or body or in any other forum whatsoever with respect to, or in any manner involving, concerning, arising out of, or relating to, Comanche Peak and the incidents and attributes thereof including, without limitation, the planning, design, construction and licensing of Comanche Peak and the management of such planning, design, construction or licensing or any

other aspect of such planning, design, construction or licensing, the costs and schedule of construction and completion of Comanche Peak, and the reasonableness, prudence or efficiency of the planning, design, construction and licensing of Comanche Peak and the management of such planning, design, construction or licensing, and the reasonableness, prudence or efficiency of the management, procurement, conversion, enrichment, fabrication, shipping, transportation and storage of the Fuel, and the costs incurred in connection with the management, procurement, conversion, enrichment, fabrication, shipping, transportation and storage of the Fuel, and the breach of the Joint Ownership Agreement and any express or implied warranties arising out of the Joint Ownership Agreement, and any representation, misrepresentation, disclosure or non-disclosure in connection with the negotiations or preceding the execution by Tex-La of the Joint Ownership Agreement, and in connection with the performance or nonperformance by TU Electric of its duties, responsibilities or obligations under the Joint Ownership Agreement as Project Manager or otherwise, and the failure of TU Electric to pursue any remedy, either at law or otherwise, that may be, or may have been, available against any and all contractors, subcontractors, suppliers, consultants, vendors or others with respect to Comanche Peak (including separately the Station, Fuel or Transmission Facilities) and on account of anything that has occurred or may have occurred, in whole or in part, with respect to Comanche Peak, (including separately the Station, Fuel or Transmission Facilities) and the incidents and attributes thereof and any of the foregoing whether known or unknown. Notwithstanding any other provisions of the Agreement, nothing therein shall limit Tex-La's right to defend the prudence of its participation in Comanche Peak or the settlement of the Pending Litigation before any court or regulatory agency, provided, however, since TU Electric by the Agreement

is reimbursing Tex-La for its attorneys' fees and other litigation costs related to the Pending Litigation, in no event shall Tex-La use any information obtained by it or its attorneys, through discovery in the Pending Litigation in any manner adverse to TU Electric and in no event shall Tex-La contend, plead, assert, or claim in any proceeding that TU Electric or the Project Manager under the Joint Ownership Agreement acted imprudently or that any costs associated with the planning, design, construction and licensing of Comanche Peak and the management of such planning, design, construction or licensing were imprudently incurred, provided however, this sentence shall not prohibit Tex-La from furnishing factual information in response to a specific discovery request and shall not require any representative of Tex-La to violate any obligation to tell the truth under oath in response to a specific request therefor.

(c) Notwithstanding anything contained in paragraphs (a) or (b) hereof or in the Agreement, Tex-La specifically does not covenant not to sue, and specifically does not agree to not assert, challenge or contest, with regard to:

- (1) Subject Claims arising out of or under the Agreement or any of the other agreements or instruments to be delivered pursuant thereto;
- (2) Subject Claims which could not have been brought in the Pending Litigation and which accrue on or after the Date of Commercial Operation (as that term is defined in the Joint Ownership Agreement) and which are based upon the acts or omissions of TU Electric or the Project Manager other than in connection with the planning, design, construction and licensing of Comanche Peak and the management of such planning, design, construction and licensing;
- (3) any defenses which Tex-La has or may have to Subject Claims asserted against Tex-La by any persons or parties whomsoever, provided that Tex-La may not seek any type of affirmative relief hereunder against TU Electric, TUC, or both, their successors, subsidiaries and affiliates, or its or their respective insurers, agents, servants, employees, officers, directors, shareholders, consultants, attorneys and representatives;
- (4) any counterclaims which Tex-La has or may have against any party other than TU Electric, TUC, or both, or their successors,

subsidiaries and affiliates, or its or their respective insurers, agents, servants, employees, officers, directors, shareholders, consultants, attorneys and representatives, acting in such capacity, with respect to any Subject Claims being asserted against Tex-La by anyone other than TU Electric, TUC, or both, or their successors, subsidiaries and affiliates, or its or their respective insurers, agents, servants, employees, officers, directors, shareholders, consultants, attorneys and representatives; or

- (5) any proceeding in which TU Electric's rates are being determined, provided that Tex-La shall not oppose, or assist any third party opposition to, the inclusion in TU Electric's rates of any and all costs related to Comanche Peak.

EXECUTED this the ____ day of _____, 1989, as duly authorized by an appropriate resolution of its Board of Directors.

TEX-LA ELECTRIC COOPERATIVE OF
TEXAS, INC.

(Corporate Seal)

ATTEST:

By: _____

Its: _____

By: _____

Its: _____

*Open file
(marked
confidential
for HR
only)*

STRICTLY CONFIDENTIAL

UNITED STATES OF AMERICA
BEFORE THE U.S. DEPARTMENT OF LABOR

JOSEPE MACKTAL,
Complainant,
v.
BROWN & ROOT, INC.,
Respondent

Case No. 86-ERA-23

SETTLEMENT AGREEMENT

WHEREAS Mr. Macktal's employment with Brown & Root, Inc. ("Brown & Root") terminated on January 2, 1986;

WHEREAS Mr. Macktal has instituted the above-captioned action against Brown & Root before the United States Department of Labor alleging that his termination violated Section 210 of the Energy Reorganization Act of 1974, 42 U.S.C. § 5851 ("Section 210");

WHEREAS the dispute between Mr. Macktal and Brown & Root has been amicably resolved and Mr. Macktal now desires to withdraw his complaint against Brown & Root, without admission of liability by Brown & Root, Texas Utilities Company and/or the other owners of Comanche Peak Steam Electric Station ("Comanche Peak"), or the SAPETEAM program, or the attorneys, related to

EXHIBIT

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companies, successors, assigns, officers, directors, managers, agents, and employees of the aforementioned companies, organizations and programs (all of which entities and individuals are hereinafter collectively referred to as "the Comanche Peak companies, organizations, programs and individuals");

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

- 1) This Settlement Agreement does not amount to, and shall not be construed as, an admission of liability or wrongdoing on the part of any of the Comanche Peak companies, organizations, programs or individuals as defined above. Moreover, this Settlement Agreement does not amount to, and shall not be construed as, an admission by Mr. Macktal concerning the merits of this action.
- 2) Mr. Macktal shall execute a general release (attached hereto as Exhibit A) of all the Comanche Peak companies, organizations, programs and individuals as defined above from any and all liability arising out of or relating to Mr. Macktal's employment with Brown & Root, the termination of his employment on January 2, 1986, or his resignation from his position with Brown & Root.
- 3) Mr. Macktal's representatives in the above-captioned action, Mr. Anthony Z. Roisman and Ms. Billie P. Garde (including Trial Lawyers for Public Justice and the Govern-

STRICTLY CONFIDENTIAL

- 3 -

ment Accountability Project, the organizations of which Mr. Roisman and Ms. Garde, respectively, are a part and through which they came to represent Mr. Macktal,, hereby agree that they will not call Mr. Macktal as a witness or join Mr. Macktal as a party in any administrative or judicial proceeding in which either Mr. Roisman, Ms. Garde, Trial Lawyers for Public Justice or the Government Accountability Project, or any combination of them are now, or in the future may be, counsel or parties opposing any of the Comanche Peak companies, organizations, programs or individuals as defined above; nor will Mr. Roisman, Ms. Garde or their respective organizations do anything to suggest or otherwise to induce any other attorney, party, administrative agency, or administrative or judicial tribunal to call Mr. Macktal as a witness or to join Mr. Macktal as a party in such a proceeding. Further, Mr. Macktal hereby agrees that he will not voluntarily appear as a witness or a party in any such proceeding; and Mr. Macktal further agrees that if served with compulsory process seeking to compel his appearance or joinder in such a proceeding, he will immediately notify the undersigned representative of Brown & Root, or his successor, in writing and thereafter take all reasonable steps, including any such reasonable steps as may be suggested by the representatives of Brown & Root, to resist such compulsory process.

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SETTLEMENT AGREEMENT

This SET.TLEMENT AGREEMENT dated as of ~~May~~ ^{June 23}, 1988 is by and between LORENZO MARIO POLIZZI (hereinafter "Polizzi"), MAURINE ELLEN POLIZZI, his wife and NATALIE POLIZZI, his minor daughter, by Maurine Ellen Polizzi, her mother and legal guardian (hereinafter "Co-Plaintiffs") and GIBBS & HILL, INC. (hereinafter "Gibbs & Hill").

WHEREAS:

A. On or about May 12, 1987, Polizzi filed a complaint with the U.S. Department of Labor, Employment Standards Administration Wage & Hour Division, alleging that Gibbs & Hill engaged in discriminatory employment practices in violation of the Energy Reorganization Act, 42 U.S.C. § 585. (Case No. 87-ERA-38) (hereinafter the "DOL Proceeding").

B. The U.S. Department of Labor, Employment Standards Administration Wage & Hour Division conducted an investigation and concluded, based upon said investigation, that there was probable cause to believe that Polizzi was discriminated against in violation of the Energy Reorganization Act.

C. Gibbs & Hill filed a timely request for a hearing with the Chief Administrative Law Judge, United States

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EXHIBIT 6

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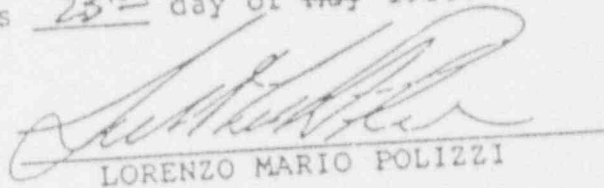
settlement of the claims of Natalie Polizzi, a minor, as set forth herein.

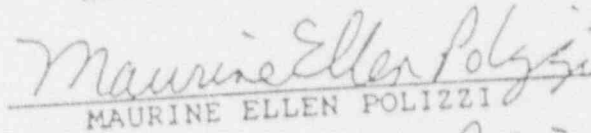
7. Polizzi agrees that he will not voluntarily cooperate with or testify on behalf of any entity or individual who has or may file charges of discrimination or wrongful employment practices against Gibbs & Hill or TUGCO, or their respective parents, affiliates, subsidiaries, successors or assigns, under the Energy Reorganization Act, the Atomic Energy Act of 1954, as amended, or any other federal or state law, rule, regulation or theory, nor will he voluntarily testify in or otherwise participate in any proceeding or investigation involving the Comanche Peak Steam Electric Station, before any state or federal court or administrative agency, including, but not limited to, licensing or safety proceedings or investigations before the Nuclear Regulatory Commission and/or regulatory or rate proceedings or investigations before the Public Utility Commission of the State of Texas, except as required by lawful subpoena; provided, however, that nothing in the foregoing paragraph shall in any manner be interpreted to prevent Polizzi from informing the Nuclear Regulatory Commission of any and all safety concerns he may have relating to the Comanche Peak Steam Electric Station.

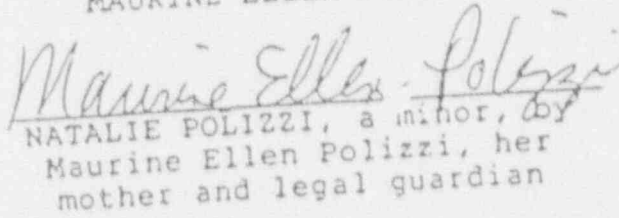
8. Gibbs & Hill's personnel policy applicable to all employees, present and former, provides that it shall release no information requested by a prospective employer without a

15. Gibbs & Hill shall undertake to obtain the execution by TUGCO of a General Release in substantially the form attached hereto as Exhibit C. Said General Release shall not be deemed effective unless and until (a) the conditions set forth in paragraphs 5 and 6 herein are fulfilled and (b) the General Release of Polizzi and Co-Plaintiffs referred to in paragraph 13 herein is delivered to TUGCO.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this 23rd day of ^{June}~~May~~ 1988.


LORENZO MARIO POLIZZI


MAURINE ELLEN POLIZZI


NATALIE POLIZZI, a minor, by
Maurine Ellen Polizzi, her
mother and legal guardian

GIBBS & HILL, INC.

By: 

09/5236#1

CN: 8807270015

ATE: 880722

AGES: 3

1 NOTICE OF VIOLATION FROM INSP ON 880608-0706 VIOLATION
2 NOTED: 1-4 INCH FILLET WELDS MISSING AT EACH END OF TUBING &
3 CONDITION NOT NOTED DURING FINAL QC INSP.

ICHE: 46317:226-46317:228

FL: ADOCK-5000445-Q-880722

ACKAGE: 880722-8807270011A

09/5185#2

CN: 8807270004

ATE: 880722

AGES: 2

1 NOTICE OF VIOLATION FROM INSP ON 880608-0706 VIOLATION
2 NOTED: NEITHER DEFICIENCY RPT NOR NONCONFORMANCE RPT ISSUED
3 TO IDENTIFY & CORRECT DISCREPANCIES RE SETPOINTS OF
4 PROTECTIVE RELAYS & INSTALLATION OF INCORRECT GASKETS

ICHE: 46306:008-46306:009

FL: ADOCK-5000445-Q-880722

ACKAGE: 880722-8807270001A

10/3078#3

CN: 8808250323

ATE: 880819

AGES: 2

1 NOTICE OF VIOLATION FROM INSP ON 880707-0802 VIOLATION
2 NOTED: REV TO DESIGN CHANGE AUTHORIZATION 74249 APPROVED
3 BY UNAUTHORIZED PERSONNEL.

ICHE: 46647:359-46647:360

FL: ADOCK-5000445-Q-880819

ACKAGE: 880819-8808250319A

11/1789#4

CN: 8810030114

ATE: 880919

AGES: 1

1 NOTICE OF VIOLATION FROM INSP ON 880722-0805 VIOLATION
2 NOTED: ASME CLASS 2 SPOOL S1-2-YD-03-6 CONTAINED SEVERE
3 UNDERCUT OF APPROX 40 LINEAR FT NOTED IN LICENSEE
4 RADIOGRAPHIC REPT BUT NEVER EVALUATED AS NONCONFORMING ITEM.

ICHE: 47010:184-47010:184

FL: ADOCK-5000446-Q-880919

ACKAGE: 880919-8810030107A

11/1008#5

CN: 8809280017

ATE: 880921

AGES: 2

1 NOTICE OF VIOLATION FROM INSP ON 880503-0908 VIOLATION
2 NOTED: POST CONST HARDWARE VALIDATION PROGRAM PACKAGE
3 CS-020-SG1-773-54-S1 ATTRIBUTES FOR LOCATION ORIENTATION &

EXHIBIT 7PAGE OF

4: WELDING INCORRECTLY MARKED.
ICHE: 46977:025-46977:026
FL: ADOCK-5000445-Q-880921
ACKAGE: 880921-8809280015A

11/2255#6

CN: 8810040124
ATE: 880927
AGES: 2
1: NOTICE OF VIOLATION FROM INSP ON 880803-0908 VIOLATION
2: NOTED CONTRACT EMPLOYEE WORKING IN FUEL BLDG CROSSED BARRIER
3: INTO RADIATION CONTROLLED AREA W-O MEETING REQUIRED
4: ADMINISTRATIVE CONTROLS.
ICHE: 47040:354-47040:355
FL: ADOCK-5000445-Q-880927
PACKAGE: 880927-8810040122A

11/2957#7

CN: 8810060354
ATE: 880930
AGES: 2
1: NOTICE OF VIOLATION FROM INSP ON 880803-0908 VIOLATION
2: NOTED CONDUIT LISTED ON DATA SHEET AS AMERTITE TYPE VF
3: INSTEAD OF SEALTITE TYPE UA
ICHE: 47067:262-47067:263
FL: ADOCK-5000445-Q-880930
PACKAGE: 880930-8810060337A

111/3298#8

CN: 8810070304
ATE: 881003
AGES: 2
1: NOTICE OF VIOLATION FROM INSP ON 880803-0908 VIOLATION
2: NOTED NOTE 3 ON DRAWING 8-0910 SH CA-15 INCONSISTENT
3: W-PROCEDURE CCI-113
ICHE: 49914:017-49914:018
FL: ADOCK-5000445-Q-881003
PACKAGE: 881003-8810070298A

111/6592#9

CN: 8810250162
ATE: 881017
AGES: 2
1: NOTICE OF VIOLATION FROM INSP ON 880909-1004 VIOLATION
2: NOTED WELDS NOT INSTALLED IN ACCORDANCE W-APPLICABLE
3: DRAWINGS INCLUDING TWO WELDS AT LEAST 1-16 INCH UNDERSIZED
4: ON SUPPORT STRUCTURE FOR PIPE WHIP RESTRAINTS
ICHE: 47263:093-47263:094
FL: ADOCK-5000445-Q-881017
PACKAGE: 881017-8810250156A

11/6644#10

CN: 8810250146
ATE: 881018
AGES: 2
1: NOTICE OF VIOLATION FROM INSP ON 880909-1004 VIOLATION
2: NOTED UNDOCUMENTED WORK PERFORMED ON SAFETY-RELATED ASCO
3: SOLENOID OPERATED VALVE CONTROLLING AIRFLOW TO AIR OPERATED
4: DIAPHRAGM OF COMPONENT COOLING WATER VALVE 1-FV-4536.
ICHE: 47281:296-47281:297
FL: ADOCK-5000445-Q-881018
PACKAGE: 881018-8810250139A

12/2714#11

CN: 8811150536
ATE: 881110
AGES: 2
1: NOTICE OF VIOLATION FROM INSP ON 881005-1101 VIOLATION
2: NOTED ROUGE ON BASE METAL OF LOADED 1-INCH THICK EMBEDDED
3: PLATE NOT IDENTIFIED ON INSP REPI'S 1-0240944 OR 1-0240242
ICHE: 47547:202-47547:203
FL: ADOCK-5000445-Q-881110
PACKAGE: 881110-8811150535A

12/4677#12

CN: 8811220407
ATE: 881112
AGES: 3
1: NOTICE OF VIOLATION FROM INSP ON 881005-1101 VIOLATION
2: NOTED INSPECTOR INDICATED ADEQUATE THREAD ENGAGEMENT
3: HOWEVER NO DOCUMENTATION EXISTS AS VERIFICATION
ICHE: 47627:250-47627:252
FL: ADOCK-5000445-Q-881118
PACKAGE: 881118-8811220405A

113/3131#13

CN: 8901030183
ATE: 881222
AGES: 1
1: NOTICE OF VIOLATION FROM INSP ON 880725-0805 VIOLATION
2: NOTED ASME CLASS 2 SPOOL S1-2-YD-03-6 CONTAINED SEVERE
3: UNDERCUT IDENTIFIED IN LICENSEE RADIOGRAPHIC REPT BUT NEVER
4: EVALUATED OR DISPOSITIONED AS NONCONFORMING ITEM
ICHE: 48021:051-48021:051
FL: ADOCK-5000445-Q-881222
PACKAGE: 881222-8901030188A

113/7947#14

CN: 8902010390
ATE: 890125
AGES: 2
1: NOTICE OF VIOLATION FROM INSP ON 891207-890110 VIOLATION
2: NOTED DCA 548 REV 5 INCREASED REQUIRED WELD SIZE FOR
3: CONNECTION ON MONORAIL STRUCTURAL FRAMEWORK WHICH RESULTED

4: IN WELD BEING UNDERSIZED
ICHE: 48320:198-48320:199
FL: ADOCK-5000445-Q-890125
ACKAGE: 890125-8902010388A

14/4886#15

CN: 8903020327
ATE: 890222
AGES: 2
1: NOTICE OF VIOLATION FROM INSP ON 890111-0207 VIOLATION
2: NOTED WRONG PROCEDURE FOLLOWED RE REQUIRED EVALUATION FOR
3: REPORTABILITY OF EACH DEFICIENCY FOUND IN DESIGN & CONST OF
4: PLANT NO EVIDENCE OF SUCH EVALUATIONS BEING PERFORMED FOUND
ICHE: 48673:320-48673:321
FL: ADOCK-5000445-Q-890222
ACKAGE: 890222-8903020322A

15/1868#16

CN: 8903290277
ATE: 890324
AGES: 5
1: NOTICE OF VIOLATION FROM INSP ON 890108-0307 VIOLATIONS
2: NOTED SNUBBERS INSTALLED W-LOW STRENGTH BOLTING THAT COULD
3: HAVE BEEN OVERSTRESSED IF SUBJECTED TO MAX ALLOWABLE DESIGN
4: LOAD & INADEQUATE REVIEW OF DESIGN CALCULATIONS IDENTIFIED
ICHE: 49119:309-49119:313
FL: ADOCK-5000445-Q-890324
ACKAGE: 890324-8903290271A

15/5845#17

CN: 8904200410
ATE: 890414
AGES: 2
1: NOTICE OF VIOLATION FROM INSP ON 890302-0404 VIOLATION
2: NOTED QC INSPECTORS NOT EQUIPPED NOR TRAINED TO MEASURE
3: LISTED INSP ATTRIBUTES TO TOLERANCE REQUIRED BY POST-CONST
4: HARDWARE VALIDATION PROGRAM
ICHE: 49402:028-49402:029
FL: ADOCK-5000445-Q-890414
ACKAGE: 890414-8904200405A

116/4169#18

CN: 8905240325
ATE: 890516
AGES: 4
1: NOTICE OF VIOLATION FROM INSP ON 890405-0502 VIOLATION
2: NOTED WELDS ON NORTH FACE OF DUCT SEGMENTS LACKED REQUIRED
3: GALVANIZING & RAW EDGES OF STRUCTURAL COMPONENTS ON INTERNAL
4: PORTION OF ONE DUCT SEGMENT STILL UNCOATED
ICHE: 49908:011-49908:014
FL: ADOCK-5000445-Q-890516
ACKAGE: 890516-8905240322A

16/5259#19

CN: 8905310022

ATE: 890518

AGES: 3

1: NOTICE OF VIOLATION FROM INSP ON 890405-0502 VIOLATION
2: NOTED: SHIFT TEST ENGINEER FAILED TO OBTAIN SHIFT SUPERVISOR
3: PERMISSION TO PERFORM CLASS 1E INVERTER TEST & OPERATOR
4: FAILED TO PERFORM TWO STEPS DURING REALIGNMENT OF PUMP.

ICHE: 49958:246-49958:248

FL: ADOCK-5000445-Q-890518

ACKAGE: 890518-8905310013A

17/4216#20

CN: 8907070281

ATE: 890630

AGES: 2

1: NOTICE OF VIOLATION FROM INSP ON 890503-0606 VIOLATION
2: NOTED: SHIFT TEST ENGINEER FAILED TO ISSUE TEST DEFICIENCY
3: RPT TO DOCUMENT VALVE MISALIGNMENT THAT OCCURRED DURING
4: TESTING

ICHE: 50443:245-50443:246

FL: ADOCK-5000445-Q-890630

ACKAGE: 890630-8907070276A

18/2462#21

CN: 8910020248

ATE: 890926

AGES: 2

1: NOTICE OF VIOLATION FROM INSP ON 890802-0905 VIOLATION
2: NOTED MFG DEFECTS REQUIRING REPAIRS ERRONEOUSLY IDENTIFIED
3: AS NONEXTENSIVE INSTALLATION DEFICIENCIES WHICH SEVERELY
4: LIMITED REVIEW FOR GENERIC IMPLICATIONS

ICHE: 51369:314-51369:315

FL: ADOCK-5000445-Q-890926

PACKAGE: 890926-8910020238A

19/2360#22

CN: 8910020279

ATE: 890926

AGES: 2

1: NOTICE OF VIOLATION FROM INSP ON 890802-0905 VIOLATION
2: NOTED QC HOLD POINT BYPASSED PRIOR TO WELDING OF REPLACEMENT
3: TRAY FITTINGS AS SPECIFIED IN WORK PACKAGE T140EDA42-01

ICHE: 51364:327-51364:328

FL: ADOCK-5000445-Q-890926

PACKAGE: 890926-8910020275A

120/4009#23

CN: 8911300126

ATE: 891122

AGES: 2

1: NOTICE OF VIOLATION FROM INSP ON 890307-11 VIOLATION NOTED:
2: TAPE SPLICES IN LIMITORQUE MOTOR VALVE OPERATOR 1-89080C NO

3: INSTALLED IN ACCORDANCE W-REQUIREMENTS
ICHE: 51880:123-51880:124
FL: ADOCK-5000445-Q-891122
PACKAGE: 891122-8911300122A

20/5363#24

CN: 8912080031
ATE: 891201
AGES: 2
1: NOTICE OF VIOLATION FROM INSP ON 891004-1107 VIOLATIONS
2: NOTED REQUIRED DIMENSIONAL INSPS TO INSURE MIN DRY FILM
3: THICKNESS OF 1-2 INCH MIN TO 3-4 INCH MAX INADEQUATELY
4: PERFORMED.
ICHE: 51978:221-51978:222
FL: ADOCK-5000445-Q-891201
PACKAGE: 891201-8912080030A

30/5012#25

CN: 8912210190
ATE: 891212
AGES: 3
1: NOTICE OF VIOLATION FROM INSP ON 891004-1107 VIOLATION
2: NOTED IMPROPER USE OF BASIC LOADS SED IN CONTAINMENT LINE
3: FRACTURE MECHANIC ANALYSES & IMPROPER DESIGN CONTROL
4: MEASURES USED TO CORRECT REMOVAL OF LUGS FROM PIPE SPOOL
ICHE: 52078:239-52078:241
FL: ADOCK-5000445-Q-891213
PACKAGE: 891213-8912210189A

21/5891#26

CN: 9002010338
ATE: 900103
AGES: 5
1: DISCUSSES INSP REPTS 50-445-89-30 & 50-446-89-30 ON 890515-
2: 0616 & FORWARDS NOTICE OF VIOLATION & PROPOSED IMPOSITION OF
3: CIVIL PENALTY IN AMOUNT OF \$30 000.
ICHE: 52522:097-52522:105
FL: ADOCK-5000445-Q-900125
PACKAGE: 900125-9002010338*

122/2021#27

CN: 9002270449
ATE: 900216
AGES: 3
1: NOTICE OF VIOLATION FROM INSP ON 900103-0206 VIOLATION
2: NOTED ERROR IN CALCULATION 16345-S-CS(B)-058 'SVC WATER
3: INTAKE STRUCTURE-EXTERIOR WALL DESIGN ' REV 1 NOT ADEQUATELY
CORRECTED
ICHE: 52944:287-52944:289
FL: ADOCK-5000445-Q-900216
PACKAGE: 900216-9002270448A

23/2026#28

CN: 9004120009

ATE: 900402

AGES: 12

1: NOTICE OF VIOLATION FROM INSP ON 890405-0502 VIOLATION
2: NOTED: INFO PROVIDED BY APPLICANT TO NRC IN RESPONSE TO
3: ENFORCEMENT ACTION EA-89-310 INCOMPLETE IN MATL RESPECT.

ICHE: 53414:100-53414:112

FL: ADOCK-5000445-Q-900402

PACKAGE: 900402-9004120008A

23/2793#29

CN: 9004170126

ATE: 900410

AGES: 2

1: NOTICE OF VIOLATION FROM INSP ON 900207-08 & 26-0302
2: VIOLATIONS NOTED: RCS FIELD WELD 12-A RADIOGRAPHED ON ABOUT
3: 900016 WHILE SUBJ PIPING CONTAINED REACTOR COOLANT WATER &
4: UTIL. FAILED TO COMPLY W-WESTINGHOUSE 891207 LTR.

ICHE: 53443:292-53443:293

FL: ADOCK-5000445-Q-900410

PACKAGE: 900410-9004170117A

24/1028#30

CN: 9005220020

ATE: 900514

AGES: 1

1: EN-90-055: ON 900517 NOTICE OF VIOLATION & PROPOSED
2: IMPOSITION OF CIVIL PENALTY IN AMOUNT OF \$25 000 WILL BE
3: ISSUED BASED ON QC SUPERVISOR-QC RECEIPT INSPECTOR
4: PERCEPTION THAT NONCONFORMANCE REPTS NO LONGER ISSUED.

ICHE: 53878:355-53878:355

FL: 16E--EN-90-55-900514

PACKAGE: 900514-9005220020

124/997#31

CN: 9005220162

ATE: 900517

AGES: 22

1: NOTICE OF VIOLATION & PROPOSED IMPOSITION OF CIVIL P ALTY
2: IN AMOUNT OF \$25 000 NONCOMPLIANCE NOTED FAILURE TO PROVIDE
3: QC INSPECTORS W-ADEQUATE AUTHORITY & ORGANIZATIONAL FREEDOM
4: TO IDENTIFY QUALITY PROBLEMS & INITIATE SOLUTIONS ON 891102.

ICHE: 53901:154-53901:175

FL: ADOCK-5000445-Q-900517

PACKAGE: 900517-9005220158A

124/989#32

CN: 9005220158

ATE: 900517

AGES: 5

1: DISCUSSES INSP REPTS 89-445-90-35 & 89-446-90-05 ON
2: 900103-36 & FORWARDS NOTICE OF VIOLATION & PROPOSED

3
FICHE
PFL
PACKAGE
INTERVALS
55576:049-55576:050
ADOCK-5000445-Q-901010
901010-9010250276A

126/4376#34
ACN
DATE
PAGES
L1
L2
L3
FICHE
PFL
PACKAGE
9009280099
900921
1
NOTICE OF VIOLATION FROM INSP ON 900827-31 VIOLATION
NOTED LICENSEE EXCEEDED SPECIFIED SURVEILLANCE INTERVAL &
MAX ALLOWABLE EXTENSION PERMITTED BY TECH SPEC 4.0.2 RE RHR
55323:324-55323:324
ADOCK-5000445-Q-900921
900921-9009280098A

126/3286#35
ACN
DATE
PAGES
L1
L2
L3
L4
FICHE
PFL
PACKAGE
9009210263
900917
1
NOTICE OF VIOLATION FROM INSP ON 900820-24 VIOLATION NOTED
FAILURE TO ESTABLISH PROCEDURE PRESCRIBING ADMINISTRATIVE
CONTROLS NECESSARY TO ASSURE THAT ATWS MITIGATION ACTUATION
CIRCUITRY OPERATIONAL
55258:164-55258:164
ADOCK-5000445-Q-900917
900917-9009210262A

126/1512#36
ACN
DATE
PAGES
L1
L2
L3
L4
FICHE
PFL
PACKAGE
9009070134
900829
1
NOTICE OF VIOLATION FROM INSP ON 900731-0807 VIOLATION
NOTED WATER FORMED FROM CONDENSED MAIN STEAM BACKED UP TO
UPSTREAM SIDE OF ATMOSPHERIC RELIEF VALVE & CAUSED ERRATIC
PERFORMANCE & DAMAGE TO INSULATION & LIGHTING FIXTURES
55150:309-55150:309
ADOCK-5000445-Q-900829
900829-9009070133A

125/6122#37
ACN
DATE
PAGES
L1
L2
L3
L4
FICHE
PFL
PACKAGE
9008100025
900803
2
NOTICE OF VIOLATION FROM INSP ON 900606-0703 VIOLATIONS
NOTED PROCEDURE OPT-457A INADEQUATE WORK CREW OPENED UNIT 2
REACTOR COOLANT PUMP SEAL WATER RETURN FILTER INSTEAD OF
CORRECT FILTER & DEFICIENCY NOT PROMPTLY IDENTIFIED
54954:122-54954:123
ADOCK-5000445-Q-900803
900803-9008100023A

125/307#38

ACN: 9007060289
 DATE: 900629
 PAGES: 2
 L1: NOTICE OF VIOLATION FROM INSP ON 900503-0605 VIOLATIONS
 L2: NOTED: FAILURE TO PERFORM ISOTOPIC ANALYSIS FOR IODINE WITHIN
 L3: SPECIFIED TIME INTERVAL & INADEQUATE TEST PROCEDURE REVIEW
 L4: CRITERIA
 FICHE: 54427-006-54427-007
 PFL: ADOCK-5000445-Q-900629
 PACKAGE: 900629-9007060285A

124/997#39

ACN: 9005220162
 DATE: 900517
 PAGES: 22
 L1: NOTICE OF VIOLATION & PROPOSED IMPOSITION OF CIVIL PENALTY
 L2: IN AMOUNT OF \$25,000 NONCOMPLIANCE NOTED: FAILURE TO PROVIDE
 L3: QC INSPECTORS W-ADEQUATE AUTHORITY & ORGANIZATIONAL FREEDOM
 L4: TO IDENTIFY QUALITY PROBLEMS & INITIATE SOLUTIONS ON 891102
 FICHE: 53901-154-53901-175
 PFL: ADOCK-5000445-Q-900517
 PACKAGE: 900517-9005220158A

123/2793#40

ACN: 9004170126
 DATE: 900410
 PAGES: 2
 L1: NOTICE OF VIOLATION FROM INSP ON 900207-08 & 26-0302
 L2: VIOLATIONS NOTED: RCS FIELD WELD 12-A RADIOGRAPHED ON ABOUT
 L3: 900216 WHILE SUBJ PIPING CONTAINED REACTOR COOLANT WATER &
 L4: UTIL FAILED TO COMPLY W-WESTINGHOUSE 891207 LTR.
 FICHE: 53443-092-53443-293
 PFL: ADOCK-5000445-Q-900410
 PACKAGE: 900410-9004170117A

123/2026#41

ACN: 9004120005
 DATE: 900402
 PAGES: 12
 L1: NOTICE OF VIOLATION FROM INSP ON 890405-0502 VIOLATION
 L2: NOTED: INFO PROVIDED BY APPLICANT TO NRC IN RESPONSE TO
 L3: ENFORCEMENT ACTION EA-88-310 INCOMPLETE IN MATL RESPECT
 FICHE: 53414-100-53414-112
 PFL: ADOCK-5000445-Q-900402
 PACKAGE: 900402-9004120008A

122/5449#42

ACN: 9003150230
 DATE: 900308
 PAGES: 2
 L1: NOTICE OF VIOLATION FROM INSP ON 900122-0202 VIOLATIONS
 L2: NOTED: FAILURE TO TAKE CORRECTIVE ACTION IN RESPONSE TO

3
4
FICHE: 53026:088-53026:089
PFL: ADOCK-5000445-Q-900308
PACKAGE: 900308-9003150228A

122/2021#43
ACN: 9002270449
DATE: 900216
PAGES: 3
L1: NOTICE OF VIOLATION FROM INSP ON 900103-0206 VIOLATION
L2: NOTED ERROR IN CALCULATION 16345-6-C9(B)-058 'SVC WATER
L3: IN TAKE STRUCTURE-EXTERIOR WALL DESIGN ' REV 1 NOT ADEQUATELY
L4: CORRECTED.
FICHE: 52944:287-52944:289
PFL: ADOCK-5000445-Q-900216
PACKAGE: 900216-9002270448A

121/5873#44
ACN: 9002010340
DATE: 900125
PAGES: 4
L1: NOTICE OF VIOLATION & PROPOSED IMPOSITION OF CIVIL PENALTY
L2: IN AMOUNT OF \$30 000 VIOLATIONS NOTED ON 890505 IMPROPER
L3: SEQUENCE TO PROCEDURE SOP-108A ALLOWED REVERSE FLUID FLOW
L4: PATH FROM STEAM GENERATORS TO CONDENSATE STORAGE TANK
FICHE: 52522:102-52522:105
PFL: ADOCK-5000445-Q-900125
PACKAGE: 900125-9002010338A

121/3876#45
ACN: 9001220188
DATE: 900112
PAGES: 2
L1: NOTICE OF VIOLATION FROM INSP ON 891200-900103 VIOLATION
L2: NOTED LISTED MODES INSTALLED ON SYS WHICH HAD BEEN TURNED
L3: OVER TO OPERATIONS W-O HAVING BEEN PROCESSED AS DESIGN
L4: CHANGES OR DOCUMENTED & EVALUATED AS TEMPORARY MODES
FICHE: 52185:137-52385:138
PFL: ADOCK-5000445-Q-900112
PACKAGE: 900112-9001220185A

121/1066#46
ACN: 9001020296
DATE: 891221
PAGES: 2
L1: NOTICE OF VIOLATION FROM INSP ON 891108-1205 VIOLATION
L2: NOTED: CABLE GRIP IMPROPERLY SUSPENDED FROM END OF ELECTRICAL
L3: PENETRATION ASSEMBLY E-76 MODULE LOCATED INSIDE OF
L4: ISOLATION TANK FOR MOTOR-OPERATED VALVE 1-HV-4782.
FICHE: 52170:084-52170:085
PFL: ADOCK-5000445-Q-891221
PACKAGE: 891221-9001020296A

20/8012#47

ACN: 8912210190
DATE: 891212
PAGES: 3
L1: NOTICE OF VIOLATION FROM INSP ON 891004-1107 VIOLATION
L2: NOTED IMPROPER USE OF BASIC LOADS USED IN CONTAINMENT LINER
L3: FRACTURE MECHANIC ANALYSES & IMPROPER DESIGN CONTROL
L4: MEASURES USED TO CORRECT REMOVAL OF LUGS FROM PIPE SPOOL
FICHE: 52078:239-52078:241
PFL: ADOCK-5000445-Q-891213
PACKAGE: 891213-8912210189A

120/5363#48

ACN: 8912080031
DATE: 891201
PAGES: 2
L1: NOTICE OF VIOLATION FROM INSP ON 891004-1107 VIOLATIONS
L2: NOTED REQUIRED DIMENSIONAL INSPE TO INSURE MIN DRY FILM
L3: THICKNESS OF 1-2 INCH MIN TO 3-4 INCH MAX INADEQUATELY
L4: PERFORMED.
FICHE: 51978:221-51978:222
PFL: ADOCK-5000445-Q-891201
PACKAGE: 891201-8912080030A

120/4552#49

ACN: 8912050085
DATE: 891128
PAGES: 2
L1: NOTICE OF VIOLATION FROM INSP ON 891004-1107 VIOLATION
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FICHE: 51920:325-51920:326
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PACKAGE: 891128-8912050083A

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ACN: 8911300126
DATE: 891122
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ACN: 8911290028
DATE: 891122
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L2: NOTED TWO SNUBBERS FOUND NOT ADJUSTED ACCORDING TO

31 PROCEDURE & ONE STUD UNDERENGAGED ON ASSOCIATED NUT
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 FICHE: 51754-288-51754-290
 PFL: ADOCK-5000445-Q-891030
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ACN: 8910200185
 DATE: 891012
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 L2: NOTED INSTRUMENT AIR SYS FOUND TURNED OVER TO OPERATIONS BUT
 L3: STILL HAD STARTUP TEMPORARY MOD INSTALLED & REVIEW &
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 FICHE: 51560-330-51560-331
 PFL: ADOCK-5000445-Q-891013
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 DATE: 890922
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ACN: 8910020248
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 FICHE: 51369-314-51369-315
 PFL: ADOCK-5000445-Q-890926
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ACN: 8910020279
DATE: 890926
PAGES: 2
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L2: NOTED GC HOLD POINT BYPASSED PRIOR TO WELDING OF REPLACEMENT
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FICHE: 51364-327-51364-328
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DATE: 890920
PAGES: 2
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FICHE: 51346-083-51346-084
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ACN: 8909130171
DATE: 890908
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L2: FAILURE TO CORRECT DEFICIENCIES IDENTIFIED IN FABRICATION OF
L3: CONTAINMENT ELECTRICAL PENETRATION WELDS & FUEL TRANSFER
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FICHE: 51195-230-51195-232
PFL: ADOCK-5000445-Q-890908
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PAGES: 2
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L2: ADOQUATE PRESERVATION SAFEKEEPING & STORAGE OF EXCESSIVE
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PFL: ADOCK-5000445-Q-890828
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ACN: 8907070281
DATE: 890630
PAGES: 2
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L2: NOTED: SHIFT TEST ENGINEER FAILED TO ISSUE TEST DEFICIENCY

3 REPT TO DOCUMENT VALVE MISALIGNMENT THAT OCCURRED DURING
4 TESTING
FICHE 50443 245-50443 246
PFL ADOCK-5000445-Q-890630
PACKAGE 890630-8907070276A

117/2013#61

ACN 8906270290
DATE 890619
PAGES 2
1 NOTICE OF VIOLATION FROM INSP ON 890503-0606 VIOLATION
2 NOTED SUBSTITUTED CARBON STEEL GRADE 5 BOLTS FOR SILICON
3 BRONZE BOLTS IN AUXILIARY FEEDWATER PUMP MOTOR W-O
4 DOCUMENTING REVIEWING & APPROVING CHANGE TO DESIGN
FICHE 50319 086-50319 087
PFL AD K-5000445-Q-890619
PACKAGE 890619-8906270282A

117/1886#62

ACN 8906270316
DATE 890619
PAGES 2
1 NOTICE OF VIOLATION FROM INSP ON 890503-0606 VIOLATION
2 NOTED NEITHER TEST DEFICIENCY REPT NOR TEST PROCEDURE CHANGE
3 PROCESSED TO DOCUMENT OR CORRECT DEVIATION FROM TEST
4 PROCEDURE INSTRUCTION
FICHE 50320 171-50320 172
PFL ADOCK-5000445-Q-890619
PACKAGE 890619-8906270315A

116/5259#63

ACN 8905310022
DATE 890518
PAGES 3
1 NOTICE OF VIOLATION FROM INSP ON 890405-0502 VIOLATION
2 NOTED SHIFT TEST ENGINEER FAILED TO OBTAIN SHIFT SUPERVISOR
3 PERMISSION TO PERFORM CLASS 1E INVERTER TEST & OPERATOR
4 FAILED TO PERFORM TWO STEPS DURING REALIGNMENT OF PUMP
FICHE 49958 246-49958 248
PFL ADOCK-5000445-Q-890512
PACKAGE 890518-8905310013A

116/4169#64

ACN 8905240385
DATE 890516
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1 NOTICE OF VIOLATION FROM INSP ON 890405-0502 VIOLATION
2 NOTED WELDS ON NORTH FACE OF DUCT SEGMENTS LACKED REQUIRED
3 GALVANIZING & RAW EDGES OF STRUCTURAL COMPONENTS ON INTERNAL
4 PORTION OF ONE DUCT SEGMENT STILL UNCOATED
FICHE 49908 011-49908 014
PFL ADOCK-5000445-Q-890516
PACKAGE 890516-8905240382A

115/5845#65

ACN: 8904200410

DATE: 890414

PAGES: 2

L1: NOTICE OF VIOLATION FROM INSP ON 890308-0404 VIOLATION
L2: NOTED QC INSPECTORS NOT EQUIPPED NOR TRAINED TO MEASURE
L3: LISTED INSP ATTRIBUTES TO TOLERANCE REQUIRED BY POST-CONST
L4: HARDWARE VALIDATION PROGRAM

FICHE: 40402:028-49402:029

PFL: ADOCK-5000445-Q-890414

PACKAGE: 890414-8904200405A

115/1868#66

ACN: 8903290277

DATE: 890324

PAGES: 5

L1: NOTICE OF VIOLATION FROM INSP ON 890208-0307 VIOLATIONS
L2: NOTED: SNUBBERS INSTALLED W-LOW STRENGTH BOLTING THAT COULD
L3: HAVE BEEN OVERSTRESSED IF SUBJECTED TO MAX ALLOWABLE DESIGN
L4: LOAD & INADEQUATE REVIEW OF DESIGN CALCULATIONS IDENTIFIED.

FICHE: 49119:309-49119:313

PFL: ADOCK-5000445-Q-890324

PACKAGE: 890324-8903290271A

114/6131#67

ACN: 8903090040

DATE: 890228

PAGES: 2

L1: NOTICE OF VIOLATION FROM DISCUSSIONS ON 890128 VIOLATION
L2: NOTED: APPLICANT FAILED TO FILE TIMELY REQUEST FOR EXTENSION
L3: OF CFR-126 PER 10CFR2.109

FICHE: 48801:038-48801:039

PFL: ADOCK-5000445-Q-890228

PACKAGE: 890228-8903090036A

114/6043#68

ACN: 8903090363

DATE: 890228

PAGES: 2

L1: NOTICE OF VIOLATION FROM INSP ON 890111-0207 VIOLATION
L2: NOTED: UNAUTHORIZED WORK OR INADEQUATE INSP BY QC RESULTED IN
L3: PIPE SUPPORT DEVIATING FROM DESIGN DOCUMENTATION
L4: REQUIREMENTS

FICHE: 48783:102-48783:103

PFL: ADOCK-5000445-Q-890228

PACKAGE: 890228-8903090359A

114/4886#69

ACN: 8903020327

DATE: 890222

PAGES: 2

L1: NOTICE OF VIOLATION FROM INSP ON 890111-0207 VIOLATION
L2: NOTED: WRONG PROCEDURE FOLLOWED RE REQUIRED EVALUATION FOR

3 REPORTABILITY OF EACH DEFICIENCY FOUND IN DESIGN & CONST OF
 4 PLANT NO EVIDENCE OF SUCH EVALUATIONS BEING PERFORMED FOUND
 FICHE 48673 320-48673 321
 PFL ADOCK-5000445-Q-890222
 PACKAGE 890222-8903020322A

113/7947#70
 ACN 8902010390
 DATE 890125
 PAGES 2
 1 NOTICE OF VIOLATION FROM INSP ON 881207-890110 VIOLATION
 2 NOTED DCA 548 REV 5 INCREASED REQUIRED WELD SIZE FOR
 3 CONNECTION ON MONORAIL STRUCTURAL FRAMEWORK WHICH RESULTED
 4 IN WELD BEING UNDERSIZED
 FICHE 48320 198-48320 199
 PFL ADOCK-5000445-Q-890125
 PACKAGE 890125-8902010388A

113/5082#71
 ACN 8901130018
 DATE 890109
 PAGES 38
 1 NOTICE OF VIOLATION FROM INSP ON 880707-0802 VIOLATIONS
 2 NOTED TECHNICAL & QA REQUIREMENTS PAGE OF PURCHASE
 3 REQUISITION 6R-350338 DID NOT ADDRESS WALL THINNING OR
 4 DOCUMENTATION OF PROBLEMS
 FICHE 48169 227-48169 250
 PFL ADOCK-5000445-Q-890109
 PACKAGE 890109-8901130016A

113/3131#72
 ACN 8901030193
 DATE 881228
 PAGES 1
 1 NOTICE OF VIOLATION FROM INSP ON 890725-0805 VIOLATION
 2 NOTED ASME CLASS 2 SPOOL S1-2-YD-03-6 CONTAINED SEVERE
 3 UNDERCUT IDENTIFIED IN LICENSED RADIOGRAPHIC PERT BUT NEVER
 4 EVALUATED OR DISPOSITIONED AS NONCONFORMING ITEM
 FICHE 48021 051-48021 051
 PFL ADOCK-5000445-Q-881228
 PACKAGE 881228-8901030188A

112/4677#73
 ACN 8811220407
 DATE 881118
 PAGES 3
 1 NOTICE OF VIOLATION FROM INSP ON 881005-1101 VIOLATION
 2 NOTED INSPECTOR INDICATED ADEQUATE THREAD ENGAGEMENT
 3 HOWEVER NO DOCUMENTATION EXISTS AS VERIFICATION
 FICHE 47627 250-47627 252
 PFL ADOCK-5000445-Q-881118
 PACKAGE 881118-8811220405A

112/2714#74

ACN: 8811150536
 DATE: 881110
 PAGES: 2
 L1: NOTICE OF VIOLATION FROM INSP ON 881005-1101 VIOLATION
 L2: NOTED GOUGE ON BASE METAL OF LOADED 1-INCH THICK EMBEDDED
 L3: PLATE NOT IDENTIFIED ON INSP REPTS 1-0240944 OR 1-0240242
 FICHE: 47547:202-47547:203
 PFL: ADOCK-5000445-Q-881110
 PACKAGE: 881110-8811150535A

111/6644#75

ACN: 8810250146
 DATE: 881018
 PAGES: 2
 L1: NOTICE OF VIOLATION FROM INSP ON 880909-1004 VIOLATION
 L2: NOTED UNDOCUMENTED WORK PERFORMED ON SAFETY-RELATED ASCO
 L3: SOLENOID OPERATED VALVE CONTROLLING AIRFLOW TO AIR OPERATED
 L4: DIAPHRAGM OF COMPONENT COOLING WATER VALVE 1-FV-4536
 FICHE: 47281:296-47281:297
 PFL: ADOCK-5000445-Q-881018
 PACKAGE: 881018-8810250139A

111/6592#76

ACN: 8810250162
 DATE: 881017
 PAGES: 2
 L1: NOTICE OF VIOLATION FROM INSP ON 880909-1004 VIOLATION
 L2: NOTED WELDS NOT INSTALLED IN ACCORDANCE W-APPLICABLE
 L3: DRAWINGS INCLUDING TWO WELDS AT LEAST 1-16 INCH UNDERSIZED
 L4: ON SUPPORT STRUCTURE FOR PIPE WHIP RESTRAINTS
 FICHE: 47263:093-47263:094
 PFL: ADOCK-5000445-Q-881017
 PACKAGE: 881017-8810250156A

111/3298#77

ACN: 9910070304
 DATE: 881003
 PAGES: 2
 L1: NOTICE OF VIOLATION FROM INSP ON 880803-0908 VIOLATION
 L2: NOTED NOTE E ON DRAWING S-0910 SH CA-1P INCONSISTENT
 L3: W-PROCEDURE CCI-113
 FICHE: 49914:017-49914:018
 PFL: ADOCK-5000445-Q-881003
 PACKAGE: 881003-8810070298A

111/2957#78

ACN: 8810060354
 DATE: 880930
 PAGES: 2
 L1: NOTICE OF VIOLATION FROM INSP ON 880803-0908 VIOLATION
 L2: NOTED CONDUIT LISTED ON DATA SHEET AS AMERTITE TYPE VF
 L3: INSTEAD OF SEALTITE TYPE UA

FICHE: 47067-262-47067-263
 FL: ADOCK-5000445-Q-880930
 PACKAGE: 880930-8810060337A

11/2255#79

ACN: 8810040124
 DATE: 880927
 PAGES: 2
 1: NOTICE OF VIOLATION FROM INSP ON 880803-0908 VIOLATION
 2: NOTED: CONTRACT EMPLOYEE WORKING IN FUEL BLDG CROSSED BARRIER
 3: INTO RADIATION CONTROLLED AREA W-O MEETING REQUIRED
 4: ADMINISTRATIVE CONTROLS

FICHE: 47040-354-47040-355
 FL: ADOCK-5000445-Q-880927
 PACKAGE: 880927-8810040122A

11/1008#80

ACN: 8809280017
 DATE: 880921
 PAGES: 2
 1: NOTICE OF VIOLATION FROM INSP ON 880803-0908 VIOLATION
 2: NOTED POST CONST HARDWARE VALIDATION PROGRAM PACKAGE
 3: CS-090-SG1-773-54-S1 ATTRIBUTES FOR LOCATION ORIENTATION &
 4: WELDING INCORRECTLY MARKED

FICHE: 46977-025-46977-026
 PFL: ADOCK-5000445-Q-880921
 PACKAGE: 880921-8809280015A

110/3078#81

ACN: 8808250323
 DATE: 880819
 PAGES: 2
 1: NOTICE OF VIOLATION FROM INSP ON 880707-0802 VIOLATION
 2: NOTED: REV 10 DESIGN CHANGE AUTHORIZATION 74249 APPROVED
 3: BY UNAUTHORIZED PERSONNEL

FICHE: 46647-359-46647-360
 PFL: ADOCK-5000445-Q-880819
 PACKAGE: 880819-8808250319A

109/5236#82

ACN: 8807270015
 DATE: 880722
 PAGES: 2
 1: NOTICE OF VIOLATION FROM INSP ON 880608-0706 VIOLATION
 2: NOTED: 1-4 INCH FILLET WELDS MISSING AT EACH END OF TUBING &
 3: CONDITION NOT NOTED DURING FINAL QC INSP
 FICHE: 46317-226-46317-228
 PFL: ADOCK-5000445-Q-880722
 PACKAGE: 880722-8807270011A

09/5185#83

ACN: 8807270004
DATE: 880722
PAGES: 2
1: NOTICE OF VIOLATION FROM INSP ON 880600-0706 VIOLATION
2: NOTED NEITHER DEFICIENCY REPT NOR NONCONFORMANCE REPT ISSUED
3: TO IDENTIFY & CORRECT DISCREPANCIES RE SETPOINTS OF
4: PROTECTIVE RELAYS & INSTALLATION OF INCORRECT GASKETS
FICHE: 46306 008-46306 009
PFL: ADOCK-E000445-Q-880722
PACKAGE: 880722-8807270001A

09/967#84

ACN: 8807110549
DATE: 880623
PAGES: 3
1: NOTICE OF VIOLATION FROM INSP ON 880308-0603 VIOLATION
2: NOTED LACK OF PROCEDURES THAT WOULD OBJECTIVELY DEMONSTRATE
3: CONTROL OF CONVERSION OF DOCUMENTATION CONTENT OF PIPING
4: (COMPONENT) DATA PACKAGES TO ISOMETRIC DRAWINGS
FICHE: 46082 098-46082 100
PFL: ADOCK-E000445-Q-880623
PACKAGE: 880623-8807110545A

108/7008#85

ACN: 8806290445
DATE: 880617
PAGES: 2
1: NOTICE OF VIOLATION FROM INSP ON 880504-0607 VIOLATION
2: NOTED TWO 3-8 INCH DIAMETER HILTI EXPANSION BOLTS USED FOR
3: CONDUIT SUPPORT C02012055-07 & INSTALLED THROUGH GROUT
4: TOPPING DID NOT HAVE REQUIRED EMBEDMENT LENGTHS
FICHE: 45965 008-45965 009
PFL: ADOCK-E000445-Q-880617
PACKAGE: 880617-8806290437A

107/8176#86

ACN: 8805250354
DATE: 880519
PAGES: 3
1: NOTICE OF VIOLATION FROM INSP ON 880406-0503 VIOLATION
2: NOTED 12 PROCEDURE MANUALS NOT CONTROLLED IN ACCORDANCE
3: W-QA MANUAL OR APPLICABLE LOWER-TIER PROCEDURES
FICHE: 45640 219-45640 221
PFL: ADOCK-E000445-Q-880519
PACKAGE: 880519-8805250346A

107/8150#87

ACN: 8805250294
DATE: 880520
PAGES: 2
1: NOTICE OF VIOLATION FROM INSP ON 880406-0503 VIOLATION
2: NOTED NONCONFORMANCE REPT CM-87-6087 REV 1 DISPOSITIONED

USE-AS-IS BY ENGINEERING PERSONNEL & APPROVED BY QA
PERSONNEL W-O BASIS FOR TECHNICAL ACCEPTABILITY PROVIDED
FICHE: 45623 091-45623 092
FL: ADOCK-5000445-0-880520
PACKAGE: 880520-8805250287A

07/5621#88

ACN: 8805120108
DATE: 880429
PAGES: 3
1: NOTICE OF VIOLATION FROM INSP ON 880302-0405 VIOLATION
2: NOTED ENGINEERING INSTRUCTIONS IN EEI-21 RE CLEANING &
3: APPLYING THREAD SEALANT NOT INCLUDED ON TRAVELERS FOR NAMCO
4: LIMIT SWITCHES PLACED ON LISTED VALVES
FICHE: 45473 228-45473 230
FL: ADOCK-5000445-0-880429
PACKAGE: 880429-8805120160A

07/4298#89

ACN: 8805020200
DATE: 880422
PAGES: 3
1: NOTICE OF VIOLATION FROM INSP ON 880302-0405 VIOLATIONS
2: NOTED ULTRASONIC DIGITAL THICKNESS MEASUREMENTS OF SITE
3: FABRICATED PIPE BENDS TO VERIFY ACCEPTABLE POST-BEND WALL
4: THICKNESS & QC INSPECTOR MARKED PIPE W-UNAPPROVED MARKER
FICHE: 45376 325-45376 327
FL: ADOCK-5000445-0-880422
PACKAGE: 880422-8805020197A

07/1280#90

ACN: 8803090292
DATE: 880302
PAGES: 2
1: NOTICE OF VIOLATION FROM INSP ON 880105-0202 VIOLATION
2: NOTED DEPRESSION EXCEEDING 1-32 INCH IN DEPTH OBSERVED
FICHE: 44634 010-44634 011
FL: ADOCK-5000445-0-880302
PACKAGE: 880302-8803090287A

06/3124#91

ACN: 8803220135
DATE: 880317
PAGES: 2
1: NOTICE OF VIOLATION FROM INSP ON 880203-0301 VIOLATION
2: NOTED RESPONSIBLE ENGINEER FAILED TO THOROUGHLY REVIEW ALL
3: RELATED LICENSING DOCUMENTS TO IDENTIFY POTENTIAL CONFLICTS
FICHE: 44787 105-44787 106
FL: ADOCK-5000445-0-880317
PACKAGE: 880317-8803220138A

05/T960#92

ACN: 8803010241
DATE: 880223
PAGES: 2
1. NOTICE OF VIOLATION FROM INSP ON 880106-0202 VIOLATION
2. NOTED DESIGN CHANGE NOTICE 3 TO PROCEDURE NOA 3 09-5 01
3. INSP OF INSTRUMENTATION COMPONENTS ISSUED W-O APPROVAL OF
4. DISCIPLINE LEVEL III INSPECTOR
FICHE: 44551:157-44551:158
PFL: ADOCK-5000445-Q-880223
PACKAGE: 880223-8803010229A

105/6717#93

ACN: 8802230151
DATE: 880212
PAGES: 3
1. NOTICE OF VIOLATION FROM INSP ON 871202-880105 VIOLATION
2. NOTED FAILURE TO NOTE ABSENCE OF WASHERS UNDER HEX NUTS ON
3. HILT: KWIK BOLTS INCORRECT MEASUREMENT OF SUPPORT BASEPLATE
4. & CORRECTION MADE TO PROCEDURE CHV-106 W-O FORMAL REV.
FICHE: 44496:179-44496:181
PFL: ADOCK-5000445-Q-880212
PACKAGE: 880212-8802230140A

105/3677#94

ACN: 8802090263
DATE: 880125
PAGES: 2
1. NOTICE OF VIOLATION FROM INSP ON 871202-880105 VIOLATION
2. NOTED DEFICIENCY REPTS DISPOSITIONED W-C CAUSE ESTABLISHED
FICHE: 44294:311-44294:312
PFL: ADOCK-5000445-Q-880125
PACKAGE: 880125-8802090255A

3: IMPOSITION OF CIVIL PENALTY THERM-A-LAG ISSUE SPECIFICALLY
4: DIRECTIONS GIVEN BY QC SUPERVISOR CONCERNS NRC
FICHE: 53901:149-53901:175
PFL: ADOCK-5000445-Q-900517
PACKAGE: 900517-9005220158*

24/4430#33

ACN: 900613031
DATE: 900601
PAGES: 9
1: RESPONDS TO NRC 900517 NOTICE OF VIOLATION & IMPOSITION OF
2: CIVIL PENALTY IN AMOUNT OF \$25 000 CORRECTIVE ACTION QC MGT
3: COUNSELED LEVEL III INSPECTOR & QC SUPERVISOR ON IMPORTANCE
4: OF GOOD COMMUNICATIONS W-RECEIPT INSPECTORS
FICHE: 54208:082-54208:090
PFL: ADOCK-5000445-Q-900601
PACKAGE: 900601-9006130313

24/7223#34

ACN: 9006230016
DATE: 900625
PAGES: 1
1: ACK RECEIPT OF 900601 LTR & PAYMENT OF CIVIL PENALTY IN
2: AMOUNT OF \$25 000 PER NRC 900517 LTR
FICHE: 54358:154-54358:154
PFL: ADOCK-5000445-Q-900625
PACKAGE: 900625-9006280016

125/6122#35

ACN: 9008100025
DATE: 900803
PAGES: 2
1: NOTICE OF VIOLATION FROM INSP ON 900606-0703 VIOLATIONS
2: NOTED PROCEDURE OPT-467A INADEQUATE WORK CREW OPENED UNIT 2
3: REACTOR COOLANT PUMP SEAL WATER RETURN FILTER INSTEAD OF
4: CORRECT FILTER & DEFICIENCY NOT PROMPTLY IDENTIFIED
FICHE: 54954:122-54954:123
PFL: ADOCK-5000445-Q-900803
PACKAGE: 900803-9008100023A

126/4376#36

ACN: 9009280099
DATE: 900921
PAGES: 1
1: NOTICE OF VIOLATION FROM INSP ON 900827-31 VIOLATION
2: NOTED LICENSEE EXCEEDED SPECIFIED SURVEILLANCE INTERVAL &
3: MAX ALLOWABLE EXTENSION PERMITTED BY TECH SPEC 4.0.2 RE RHR
FICHE: 55323:324-55323:324
PFL: ADOCK-5000445-Q-900921
PACKAGE: 900921-9009280098A

26/8121#37

CN: 9010250282
ATE: 901010
AGES: 2
1: NOTICE OF VIOLATION ON 900807-0918 VIOLATION NOTED LOGS OF
2: STEAM GENERATOR FEEDWATER FLOW NOT MAINTAINED AT 15-MINUTE
3: INTERVALS.
ICHE: 55576:049-55576:050
FL: ADOCK-500044E-Q-901010
ACKAGE: 901010-9010250276A

27/7303#38

CN: 9012130072
ATE: 901204
AGES: 2
1: NOTICE OF VIOLATION FROM INSP ON 900924-28 VIOLATION
2: NOTED CONTAINMENT AIR LOCK NOT OPERABLE W-BOTH DOORS CLOSED
3:
ICHE: 56111:311-56111:310
FL: ADOCK-500044E-Q-901204
ACKAGE: 901204-9012130071A

27/6450#39

CN: 9012170202
ATE: 901212
AGES: 1
1: NOTICE OF VIOLATION FROM INSP ON 901113-16 VIOLATION
2: NOTED TECHNICAL EVALUATIONS & SURVEILLANCE OF ENGINEERING
3: ACTIVITIES NOT BEING CONDUCTED BY ENGINEERING ASSURANCE
ICHE: 56034:213-56034:213
FL: ADOCK-500044E-Q-901212
ACKAGE: 901212-9012170189A

29/3366#40

CN: 9103040254
ATE: 910226
AGES: 1
1: NOTICE OF VIOLATION FROM REVIEW ON 910221 VIOLATION NOTED
2: FAILURE TO PROMPTLY IDENTIFY & CORRECT DEFICIENCIES W-SAFETY
3: RELATED INSTRUMENTATION LOOP SCALING DOCUMENTATION
ICHE: 56874:332-56874:332
FL: ADOCK-500044E-P-910227
ACKAGE: 910227-9103040237C

130/1254#41

CN: 9104030059
ATE: 910327
AGES: 4
1: NOTICE OF VIOLATION & PROPOSED IMPOSITION OF CIVIL PENALTY
2: IN AMOUNT OF \$50 000 VIOLATIONS NOTED ROVING FIRE WATCH
3: PATROLS DID NOT INSPECT ASSIGNED ROOMS OR AREAS AT INTERVAL
4: OF AT LEAST ONCE PER HOUR
ICHE: 57270:099-57270:103
FL: ADOCK-500044E-Q-910327

4 PERFORMANCE OF SURVEILLANCE TEST 001-806A
 FICHE 59372:207-59372:228
 FL ADOCK-5000445-0-911010
 PACKAGE 911010-9110170099A

133/4702#20

ACN 9109160113
 DATE 910906
 PAGES 2
 1 NOTICE OF VIOLATION FROM INSP ON 910717-0427 VIOLATION
 2 NOTED ON 910912 LOW-LOAD-ALARM SETPOINT NOT ADJUSTED TO
 3 PROPER VALUE PER REF PROCEDURES DURING REMOVAL OF REACTOR
 4 VESSEL HEAD
 FICHE 59114:243-59114:244
 FL ADOCK-5000445-0-910906
 PACKAGE 910906-9109160110A

132/7541#21

ACN 9108130009
 DATE 910808
 PAGES 1
 1 NOTICE OF VIOLATION FROM INSP ON 910806-17 VIOLATION NOTED
 2 LICENSEE DETERMINED CENTERLINE MARK ON WELDS 4 & 5 OF TCX-1-
 3 4104-BRP RC-RB019 UTILIZING UNQUALIFIED PROCEDURE
 4 W-UNQUALIFIED PERSONNEL LICENSEE ISSUED NONCONFORMANCE
 FICHE 58725:222-58725:222
 FL ADOCK-5000445-0-910808
 PACKAGE 910808-9108130006A

135/5911#22

ACN 9108010114
 DATE 910729
 PAGES 2
 1 NOTICE OF VIOLATION FROM INSP ON 910605-0716 VIOLATION
 2 NOTED: TECHNICAL JUSTIFICATION PROVIDED IN FORMS 90-023
 3 91-463 & 91-464 WERE NOT PROPERLY IMPLEMENTED
 FICHE 58624:096-58624:097
 FL ADOCK-5000445-0-910729
 PACKAGE 910729-9108010108A

132/3520#23

ACN 9107170130
 DATE 910711
 PAGES 2
 1 NOTICE OF VIOLATION FROM INSP ON 910522-0702 VIOLATION
 2 NOTED: DISCREPANCIES IDENTIFIED ON TWO FIRE DOORS
 FICHE 58428:023-58428:024
 FL ADOCK-5000445-0-910711
 PACKAGE 910711-9107170124A

12/290#24

ACN: 9106260079
DATE: 910620
PAGES: 2
1. NOTICE OF VIOLATION FROM INSP ON 910429-0503 VIOLATION
2. NOTED FAILURE TO COMPLY W-REQUIREMENTS OF RWF 91-123 BY
3. INSTRUMENTATION & CONTROLS TECHNICIAN NOT DOWNING REQUIRED
4. PROTECTIVE CLOTHING
FICHE: 58205-040-58205-049
PFL: ADOCK-5000445-0-910620
PACKAGE: 910620-9106260076A

131/7176#25

ACN: 9106190027
DATE: 910614
PAGES: 1
1. NOTICE OF VIOLATION FROM INSP ON 910424-0604 VIOLATION
2. NOTED REQUIREMENT TO PERFORM WELD MAPPING PROCESS FOR UNIT 2
3. COMPONENT SUPPORTS DELETED FROM ASME QC INSP PROCEDURE
4. ACP-11.3 REV 4
FICHE: 58142-052-58142-055
PFL: ADOCK-5000445-0-910614
PACKAGE: 910614-9106190024

131/5376#26

ACN: 9105100057
DATE: 910531
PAGES: 1
1. NOTICE OF VIOLATION FROM INSP ON 910410-0521 VIOLATION
2. NOTED AUXILIARY OPERATORS ON DUTY ON 910510 + NO NO KEY RINGS
3. POSSESSION
FICHE: 57932-082-57932-082
PFL: ADOCK-5000445-0-910531
PACKAGE: 910531-9105100059A

131/1774#27

ACN: 9105210043
DATE: 910514
PAGES: 2
1. NOTICE OF VIOLATION FROM INSP ON 910422-25 VIOLATION NOTED
2. ANGLE SPLICES INSTALLED IN CONFIGURATION NOT CONFORMING TO
3. DRAWING & TWO MILY1 BOLTS INSTALLED W-5-INCH SEPARATION
FICHE: 57755-306-57755-307
PFL: ADOCK-5000445-0-910514
PACKAGE: 910514-9105210059A

130/1710#28

ACN: 9104050016
DATE: 910401
PAGES: 2
1. NOTICE OF VIOLATION FROM INSP ON 910201-0312 VIOLATION
2. NOTED FAILURE TO ADDRESS CAUSE & CORRECTIVE ACTIONS FOR
3. PROGRAMMATIC DEFICIENCY RE NONCONFORMING MATL RELEASED TO

4 FIELD FOR INSTALLATION
 FICHE: 57324-035-57324-036
 PFL: ADOCK-5000445-G-910401
 PACKAGE: 910401-9104050014A

130/1254#29

ACN: 9104030059
 DATE: 910327
 PAGES: 4
 L1: NOTICE OF VIOLATION & PROPOSED IMPOSITION OF CIVIL PENALTY
 L2: POINT OF \$50 000 VIOLATIONS NOTED ROVING FIRE WATCH
 L3: PARROLS DID NOT INSPECT ASSIGNED ROOMS OR AREAS AT INTERVAL
 L4: OF AT LEAST ONCE PER HOUR
 FICHE: 57270-099-57270-103
 PFL: ADOCK-5000445-G-910327
 PACKAGE: 910327-9104030052A

129/3366#30

ACN: 9103040254
 DATE: 910226
 PAGES: 1
 L1: NOTICE OF VIOLATION FROM REVIEW ON 910221 VIOLATION NOTED
 L2: FAILURE TO PROMPTLY IDENTIFY & CORRECT DEFICIENCIES W-SAFETY
 L3: RELATED INSTRUMENTATION LOOP SCALING DOCUMENTATION
 FICHE: 56874-332-56874-332
 PFL: ADOCK-5000445-P-910227
 PACKAGE: 910227-9103040237C

127/7303#31

ACN: 9012130072
 DATE: 901204
 PAGES: 2
 L1: NOTICE OF VIOLATION FROM INSP ON 900924-28 VIOLATION
 L2: NOTED CONTAINMENT AIR LOCK NOT OPERABLE W-BOTH DOORS CLOSED
 FICHE: 56111-309-56111-310
 PFL: ADOCK-5000445-G-901204
 PACKAGE: 901204-9012130071A

127/6450#32

ACN: 9012170202
 DATE: 901212
 PAGES: 1
 L1: NOTICE OF VIOLATION FROM INSP ON 901113-16 VIOLATION
 L2: NOTED TECHNICAL EVALUATIONS & SURVEILLANCE OF ENGINEERING
 L3: ACTIVITIES NOT BEING CONDUCTED BY ENGINEERING ASSURANCE
 FICHE: 56034-213-56034-213
 PFL: ADOCK-5000445-G-901212
 PACKAGE: 901212-9012170189A

126/8121#33

ACN: 9010250282
 DATE: 901010
 PAGES: 2
 L1: NOTICE OF VIOLATION ON 900807-0918 VIOLATION NOTED LOGS OF
 L2: STEAM GENERATOR FEEDWATER FLOW NOT MAINTAINED AT 15-MINUTE

ACKAGE: 910327-9104030058A

30/1253#42

CN: 9104030058

ATE: 910327

AGES: 4

1: FORWARDS NOTICE OF VIOLATION FROM INSP REPTS 50-445-91-03 &
2: 50-446-91-03 ON 910114-18 & PROPOSED IMPOSITION OF CIVIL
3: PENALTY IN AMOUNT OF \$50 000 RE IRREGULARITIES IN RECORDS
4: DOCUMENTING ROVING FIRE WATCH PATROLS

ICHE: 57270 096-57270 103

FL: ADOCK-5000445-Q-910327

ACKAGE: 910327-9104030058A

30/1710#43

CN: 9104050016

ATE: 910401

AGES: 2

1: NOTICE OF VIOLATION FROM INSP ON 910201-0312 VIOLATION
2: NOTED FAILURE TO ADDRESS CAUSE & CORRECTIVE ACTIONS FOR
3: PROGRAMMATIC DEFICIENCY RE NONCONFORMING MATL RELEASED TO
4: FIELD FOR INSTALLATION

ICHE: 57324 035-57324 036

FL: ADOCK-5000445-Q-910401

ACKAGE: 910401-9104050014A

31/1774#44

CN: 9105210063

ATE: 910514

AGES: 2

1: NOTICE OF VIOLATION FROM INSP ON 910422-29 VIOLATION NOTED
2: ANGLE SPLICES INSTALLED IN CONFIGURATION NOT CONFORMING TO
3: DRAWING & TWO HILTI BOLTS INSTALLED W-5-INCH SEPARATION

ICHE: 57785 306-57785 307

FL: ADOCK-5000445-Q-910514

PACKAGE: 910514-9105210069A

31/5376#45

CN: 9106100067

ATE: 910531

PAGES: 1

1: NOTICE OF VIOLATION FROM INSP ON 910410-0521 VIOLATION
2: NOTED AUXILIARY OPERATORS ON DUTY ON 910510 HAD NO KEY RINGS
3: POSSESSION

ICHE: 57932 082-57932 082

FL: ADOCK-5000445-Q-910531

PACKAGE: 910531-9106100060A

31/7176#46

CN: 9106190027

ATE: 910614

PAGES: 1

1: NOTICE OF VIOLATION FROM INSP ON 910424-0604 VIOLATION
2: NOTED REQUIREMENT TO PERFORM WELD MAPPING PROCESS FOR UNIT &
3: COMPONENT SUPPORTS DELETED FROM ASME QC INSP PROCEDURE

4: AQP-11.3 REV 4.
ICHE: 58142:052-58142:052
FL: ADOCK-5000445-Q-910614
ACKAGE: 910614-9106190024A

32/290#47

CN: 9106260079
ATE: 910620
AGES: 2
1: NOTICE OF VIOLATION FROM INSP ON 910429-0503 VIOLATION
2: NOTED FAILURE TO COMPLY W-REQUIREMENTS OF RWP 91-123 BY
3: INSTRUMENTATION & CONTROLS TECHNICIAN NOT DOWNING REQUIRED
4: PROTECTIVE CLOTHING
ICHE: 58205:048-58205:049
FL: ADOCK-5000445-Q-910620
ACKAGE: 910620-9106260076A

32/5211#48

CN: 9108010114
ATE: 910729
AGES: 2
1: NOTICE OF VIOLATION FROM INSP ON 910605-0716 VIOLATION
2: NOTED TECHNICAL JUSTIFICATION PROVIDED IN FORMS 90-023
3: 91-463 & 91-464 WERE NOT PROPERLY IMPLEMENTED
ICHE: 58624:096-58624:097
FL: ADOCK-5000445-Q-910729
ACKAGE: 910729-9108010108A

32/7541#49

CN: 9108130009
ATE: 910808
AGES: 1
1: NOTICE OF VIOLATION FROM INSP ON 910506-17 VIOLATION NOTED
2: LICENSEE DETERMINED CENTERLINE MARK ON WELDS 4 & 5 OF TCX-1-
3: 4104-BRP RC-RB019 UTILIZING UNQUALIFIED PROCEDURE
4: W-UNQUALIFIED PERSONNEL LICENSEE ISSUED NONCONFORMANCE
ICHE: 58725:222-58725:222
FL: ADOCK-5000445-Q-910808
ACKAGE: 910808-9108130006A

133/4702#50

CN: 9109160113
ATE: 910906
AGES: 2
1: NOTICE OF VIOLATION FROM INSP ON 910717-0827 VIOLATION
2: NOTED ON 910812 LOW-LOAD-ALARM SETPOINT NOT ADJUSTED TO
3: PROPER VALUE PER REF PROCEDURES DURING REMOVAL OF REACTOR
4: VESSEL HEAD
ICHE: 59114:243-59114:244
FL: ADOCK-5000445-Q-910906
ACKAGE: 910906-9109160110A

34/4294#51

CN: 9111010077
ATE: 911028
AGES: 2
1: NOTICE OF VIOLATION FROM INSP ON 910930-1004 VIOLATION
2: NOTED: SUPPL 2 OF DATA PACKAGE FEQSP-ES-100-03 DID NOT
3: CONTAIN SUFFICIENT INFO TO DEMONSTRATE QUALIFICATION OF
4: V-TYPE SPLICES
ICHE: 59486:095-59486:096
FL: ADOCK-5000445-0-911028
ACKAGE: 911028-9111010075A

40/2266#52

CN: 9208040240
ATE: 911204
AGES: 1
1: FINAL RESPONSE TO FOIA REQUEST FOR DOCUMENTS INCLUDING
2: COMPUTER PRINTOUT FROM 766 SYS LISTING ALL CIVIL PENALTIES
3: FOR 1990 AGENCY RECORDS SUBJ TO REQUEST ENCL
ICHE: 62664:258-62664:263
FL: FOIA--WILLIAM91-508-911204
ACKAGE: 911204-9208040240+

40/2284#53

CN: 9208040260
ATE: 911204
AGES: 5
1: LIST OF CIVIL PENALTIES PROPOSED IN CY90
ICHE: 62664:259-62664:263
FL: FOIA--WILLIAM91-508-911204
ACKAGE: 911204-9208040240A

35/4915#54

CN: 9201020130
ATE: 911220
AGES: 1
1: CORRECTED PAGE FOR NOTICE OF VIOLATION FROM INSP RPTS
2: 50-445-91-56 & 50-446-91-56
ICHE: 60152:301-60152:301
FL: ADOCK-5000445-0-911220
ACKAGE: 911220-9201020126A

36/4424#55

CN: 9202200086
ATE: 920210
AGES: 1
1: NOTICE OF VIOLATION FROM INSP ON 911209-13 J 920106-09
2: VIOLATION NOTED: EIGHT UNIT 3 PREOPERATIONAL TEST PROCEDURES
3: FOUND TO CONTAIN NUMEROUS FORMAT & CONTENT ERRORS &
4: DETERMINED TO BE INADEQUATE & INAPPROPRIATE
ICHE: 60610:237-60610:237
FL: ADOCK-5000445-0-920210
ACKAGE: 920210-9202200080A

41/4787#1

CN: 9209290183

ATE: 920924

AGES: 2

1: NOTICE OF VIOLATION FROM INSP ON 920719-0829 VIOLATION
2: NOTED TROUBLESHOOTING PERFORMED ON ANNUNCIATOR W-O FIRST
3: HAVING OBTAINED PERMISSION FROM UNIT SUPERVISOR & W-O HAVING
4: OBTAINED VERIFICATION SHEET RESULTED IN LOSS OF ANNUNCIATOR.

ICHE: 63296:250-63296:251

FL: ADOCK-5000445-Q-920924

ACKAGE: 920924-9209290176A

41/3672#2

CN: 9209220189

ATE: 920916

AGES: 2

1: NOTICE OF VIOLATION FROM INSP ON 920817-20 VIOLATION NOTED
2: PROGRAM REQUIREMENTS FOR ADMINISTRATIVE CONTROL OF TEST
3: PROCEDURES & STARTUP OPERATING INSTRUCTIONS NOT IMPLEMENTED

ICHE: 63186:229-63186:236

FL: ADOCK-5000445-Q-920916

ACKAGE: 920916-9209220169A

41/642#3

CN: 9209020157

ATE: 920827

AGES: 2

1: NOTICE OF VIOLATION FROM INSP ON 920614-0801 VIOLATION
2: NOTED INSTRUMENT AIR SYS VALVE & SWITCH LINEUP STILL
3: INCOMPLETE WHEN PERFORMED BUT REVIEWED & SIGNED AS COMPLETE
4: & PLACED IN SYS STATUS FILE

ICHE: 62922:079-62922:080

FL: ADOCK-5000445-Q-920827

ACKAGE: 920827-9209020147A

140/5229#4

ACN: 9208210068

ATE: 920817

AGES: 2

1: NOTICE OF VIOLATION FROM INSP ON 920727-31 VIOLATION NOTED
2: INSPECTORS DISCOVERED ON 920728 THAT SHARED CONTROL ROOM
3: VITAL AREA COULD BE ACCESSED IN MANNER THAT BYPASSED LOCKED
4: & ALARMED DOORS

ICHE: 62833:114-62833:115

FL: ADOCK-5000445-Q-920817

PACKAGE: 920817-9208210053A

140/4819#5

ACN: 9208190057

ATE: 920812

AGES: 1

1: NOTICE OF VIOLATION FROM INSP ON 920607-0718 VIOLATION
2: NOTED ONE FORM WAS NOT INITIATED WHEN MDAFWP 1-01 INBOARD

3 PUMP BEARING PACKING EXTRUDED FOLLOWING AUTOMATIC AFS
 4 ACTUATION
 FICHE 62803 309-62803 309
 PFL ADOCK-5000445-Q-920812
 PACKAGE 920812-9208120092A

40/4126#6

ACN 9208130227
 DATE 920807
 PAGES 2

1 NOTICE OF VIOLATION FROM INSP ON 920622-25 VIOLATION NOTED
 2 SIX LOAD CELLS IN USE NOT INCORPORATED INTO MEASURING & TEST
 3 EQUIPMENT PROGRAM & RECORDS OF OPERATIONAL VIBRATION TESTS
 4 NOT SUBMITTED TO METEOROLOGY LAB

FICHE 62792 150-62792 150
 PFL ADOCK-5000445-Q-920807
 PACKAGE 920807-9208130221A

140/1440#7

ACN 9207290074
 DATE 920723
 PAGES 8

1 NOTICE OF VIOLATION & PROPOSED IMPOSITION OF CIVIL PENALTY
 2 IN AMOUNT OF \$125 000 NONCOMPLIANCES NOTED ON 920512
 3 AUXILIARY BLDG OPERATOR FAILED TO STOP TASK IN PROGRESS &
 4 NOTIFY SUPERVISOR OF APPARENT PROCEDURE ERROR OR INADEQUACY

FICHE 62506 101-62506 106
 PFL ADOCK-5000445-Q-920723
 PACKAGE 920723-9207290070A

139/7674#8

ACN 9207200030
 DATE 920714
 PAGES 2

1 NOTICE OF VIOLATION FROM INSP ON 920503-0611 VIOLATION
 2 NOTED ON 920609 UNSCURED LICENSEE DESIGNATED VEHICLE WITHIN
 3 PROTECTIVE AREA DISCOVERED UNATTENDED W-MOTOR RUNNING WHILE
 4 NOT IN USE

FICHE 62447 309-62447 310
 PFL ADOCK-5000445-Q-920714
 PACKAGE 920714-9207200030A

139/6089#9

ACN 9207100161
 DATE 920707
 PAGES 3

1 NOTICE OF VIOLATION FROM INSP ON 920426-0606 VIOLATION
 2 NOTED ON 920508 REACTOR OPERATOR MARKED PREREQUISITE STEP
 3 TO SOLID STATE PROTECTION TRAIN & ACTUATION PROCEDURE AS
 4 INAPPLICABLE W-O OBTAINING SHIFT SUPERVISOR PERMISSION

FICHE 62334 295-62334 297
 PFL ADOCK-5000445-Q-920707
 PACKAGE 920707-9207100163A

FL ADOCK-5000445-Q-920210
 ACKAGE 920210-9202200087A

36/4424#15
 CN 9202200086
 DATE 920210
 PAGES 1
 1 NOTICE OF VIOLATION FROM INSP ON 911209-13 & 920106-09
 2 VIOLATION NOTED EIGHT UNIT & PREOPERATIONAL TEST PROCEDURES
 3 FOUND TO CONTAIN NUMEROUS FORMAT & CONTENT ERRORS &
 4 DETERMINED TO BE INADEQUATE & INAPPROPRIATE.
 FICHE 60610:237-60610:237
 PFL ADOCK-5000445-Q-920210
 PACKAGE 920210-9202200080A

35/4915#16
 CN 9201020130
 DATE 911220
 PAGES 1
 1 CORRECTED PAGE FOR NOTICE OF VIOLATION FROM INSP REPTS
 2 50-445-91-56 & 50-446-91-56
 FICHE 60152:301-60152:301
 PFL ADOCK-5000445-Q-911220
 PACKAGE 911220-9201020126A

135/85#17
 CN 9111270026
 DATE 911121
 PAGES 1
 1 NOTICE OF VIOLATION FROM INSP ON 911028-1101 VIOLATION
 2 NOTED: PRESERVICE MT EXAM PERFORMED ON ALL REACTOR VESSEL
 3 CLOSURE HEAD NUTS CONDUCTED IN ONE DIRECTION ONLY.
 FICHE 59845:235-59845:235
 PFL ADOCK-5000445-Q-911121
 PACKAGE 911121-9111270023A

134/4224#15
 CN 9111010077
 DATE 911028
 PAGES 2
 1 NOTICE OF VIOLATION FROM INSP ON 910930-1004 VIOLATION
 2 NOTED: SUPPL 2 OF DATA PACKAGE DEGR-EE-100-03 DID NOT
 3 CONTAIN SUFFICIENT INFO TO DEMONSTRATE QUALIFICATION OF
 4 V-TYPE SPLICES
 FICHE 59486:095-59486:096
 PFL ADOCK-5000445-Q-911028
 PACKAGE 911028-9111010075A

134/1907#19
 CN 9110170101
 DATE 911010
 PAGES 2
 1 NOTICE OF VIOLATION FROM INSP ON 910814-0924 VIOLATION
 2 NOTED: ON 910913 TWO VALVES IN AUXILIARY FEEDWATER SYS
 3 DETERMINED TO BE IN POSITION CONTRARY TO REQUIRED FOLLOWING

138/2961#10

ACN: 9204290049
DATE: 920423
PAGES: 3
1: NOTICE OF VIOLATION FROM INSP ON 920202-0321 VIOLATION
2: NOTED INSPECTORS DETERMINED THAT ARM PINS ON VALVES 1AF-0075
3: 1AF-0078 RFU-201 & 2F202 & UNITS 1 & 2 BORG-WARNER SWING
4: CHECK VALVES WERE IMPROPERLY REMOVED W-DYNAMIC FORCE.
FICHE: (1470 127-61470 129
PFL: ADOCK-5000445-Q-920423
PACKAGE: 920423-9204290037A

137/7310#11

ACN: 9204080048
DATE: 920331
PAGES: 4
1: NOTICE OF VIOLATION FROM INSP ON 911118-1213 VIOLATION
2: NOTED FAILURE TO IMPLEMENT ADEQUATE DESIGN CONTROL MEASURES
FICHE: 61251:033-61251:036
PFL: ADOCK-5000445-Q-920331
PACKAGE: 920331-9204080044A

136/6704#12

ACN: 9203020123
DATE: 920225
PAGES: 1
1: NOTICE OF VIOLATION FROM INSP ON 920121-24 & 920210-11
2: VIOLATION NOTED INSERVICE ULTRASONIC EXAMINATION PERFORMED
3: ON 911022 OF WELD NUMBER 1 ON SKETCH TPX-1-4103 OF SAFETY
4: INJECTION SYS WAS NOT CONDUCTED IN BOTH CIRCUMFERENTIAL
FICHE: 60731:167-60731:167
PFL: ADOCK-5000445-Q-920225
PACKAGE: 920225-9203020121A

136/5112#13

ACN: 9202240093
DATE: 920214
PAGES: 1
1: NOTICE OF VIOLATION FROM INSP ON 920102-0201 VIOLATION
2: NOTED PRESSURIZED SPRAY VALVES INADEQUATELY STORED OUTSIDE
FICHE: 60655:143-60655:143
PFL: ADOCK-5000445-Q-920214
PACKAGE: 920214-9202240092A

136/5108#14

ACN: 9202240089
DATE: 920218
PAGES: 4
1: NOTICE OF VIOLATION & PROPOSED IMPOSITION OF CIVIL PENALTY
2: IN AMOUNT OF \$25 000 NONCOMPLIANCE NOTED: LICENSEE PLACED
3: UNIT IN MODE 3 & DID NOT VERIFY THAT CONTROL SWITCHES FOR
4: RHR TRAIN A & B CROSSTIE VALVES IN OPEN POSITION.
FICHE: 60654:278-60654:281

36/5112#56

ACN: 9202240093
DATE: 920214
PAGES: 1
1: NOTICE OF VIOLATION FROM INSP ON 920108-0201.VIOLATION
2: NOTED:PRESSURIZED SPRAY VALVES INADEQUATELY STORED OUTSIDE.
FICHE: 60655:143-60655:143
FL: ADOCK-5000445-Q-920214
PACKAGE: 920214-9202240092A

36/5106#57

ACN: 9202240087
DATE: 920218
PAGES: 6
1: DISCUSSES INSP REPT 50-445-91-62 & 50-445-91-62 & FORWARDS
2: NOTICE OF VIOLATION & PROPOSED IMPOSITION OF CIVIL PENALTY
3: IN AMOUNT OF \$25 000
FICHE: 60654:272-60654:281
FL: ADOCK-5000445-Q-920218
PACKAGE: 920218-9202240087*

36/6704#58

ACN: 9203020123
DATE: 920225
PAGES: 1
1: NOTICE OF VIOLATION FROM INSP ON 920121-24 & 920210-11
2: VIOLATION NOTED INSERVICE ULTRASONIC EXAMINATION PERFORMED
3: ON 911022 OF WELD NUMBER 1 ON SKETCH TBX-1-4103 OF SAFETY
4: INJECTION SYS WAS NOT CONDUCTED IN BOTH CIRCUMFERENTIAL
FICHE: 60731:167-60731:167
FL: ADOCK-5000445-Q-920225
PACKAGE: 920225-9203020121A

37/7310#59

ACN: 9204080048
DATE: 920331
PAGES: 4
1: NOTICE OF VIOLATION FROM INSP ON 911118-1213.VIOLATION
2: NOTED:FAILURE TO IMPLEMENT ADEQUATE DESIGN CONTROL MEASURES.
FICHE: 61251:033-61251:036
FL: ADOCK-5000445-Q-920331
PACKAGE: 920331-9204080044A

38/2961#60

ACN: 9204290049
DATE: 920423
PAGES: 3
1: NOTICE OF VIOLATION FROM INSP ON 920202-0321.VIOLATION
2: NOTED:INSPECTORS DETERMINED THAT ARM PINS ON VALVES 1AF-0075
3: 1AF-0078 2FW-201 & 2F202 & UNITS 1 & 2 BORG-WARNER SWING
4: CHECK VALVES WERE IMPROPERLY REMOVED W-DYNAMIC FORCE.
FICHE: 61470:127-61470:129
FL: ADOCK-5000445-Q-920423

ACKAGE: 920423-9204290037A

39/7674#61

CN: 9207200030

ATE: 920714

AGES: 2

1: NOTICE OF VIOLATION FROM INSP ON 920503-0611 VIOLATION
2: NOTED ON 920609 UNSECURED LICENSEE DESIGNATED VEHICLE WITHIN
3: PROTECTIVE AREA DISCOVERED UNATTENDED W-MOTOR RUNNING WHILE
4: NOT IN USE.

ICHE: 62447:309-62447:310

FL: ADOCK-5000445-Q-920714

PACKAGE: 920714-9207200028A

40/8899#62

CN: 9208040277

ATE: 920720

AGES: 1

1: EN-92-054 ON 920723 NOTICE OF VIOLATION & PROPOSED
2: IMPOSITION OF CIVIL PENALTY IN AMOUNT OF \$125 000 ISSUED
3: BASED ON VIOLATIONS RE LOSS OF SPENT FUEL POOL COOLING
4: EVENT ON 920511

ICHE: 62684:064-62684:064

FL: IAE--EN-92-54-920720

PACKAGE: 920720-9208040277

140/1440#63

CN: 9207290074

ATE: 920723

AGES: 8

1: NOTICE OF VIOLATION & PROPOSED IMPOSITION OF CIVIL PENALTY
2: IN AMOUNT OF \$125 000 NONCOMPLIANCES NOTED ON 920512
3: AUXILIARY BLDG OPERATOR FAILED TO STOP TASK IN PROGRESS &
4: NOTIFY SUPERVISOR OF APPARENT PROCEDURE ERROR OR INADEQUACY

ICHE: 62506:101-62506:108

FL: ADOCK-5000445-Q-920723

PACKAGE: 920723-9207290070A

140/1436#64

CN: 9207290070

ATE: 920723

AGES: 6

1: DISCUSSES INSP REPTS 50-445-92-20 & 50-446-92-20 ON 920515-
2: 19 & 920622 ENFORCEMENT CONFERENCE RE 920512 LOSS OF SPENT
3: FUEL POOL COOLING & FORWARDS NOTICE OF VIOLATION & PROPOSED
4: IMPOSITION OF CIVIL PENALTY IN AMOUNT OF \$125 000.

ICHE: 62506:095-62506:108

FL: ADOCK-5000445-Q-920723

PACKAGE: 920723-9207290070*

40/4126#65

CN: 9208130227
ATE: 920807
AGES: 2
1: NOTICE OF VIOLATION FROM INSP ON 920622-25 VIOLATION NOTED:
2: SIX LOAD CELLS IN USE NOT INCORPORATED INTO MEASURING & TEST
3: EQUIPMENT PROGRAM & RECORDS OF OPERATIONAL VIBRATION TESTS
4: NOT SUBMITTED TO METEOROLOGY LAB
ICHE: 62792:155-62792:156
FL: ADOCK-5000445-Q-920807
ACKAGE: 920807-9208130221A

40/4819#66

CN: 9208190097
ATE: 920812
AGES: 1
1: NOTICE OF VIOLATION FROM INSP ON 920607-0718 VIOLATION
2: NOTED ONE FORM WAS NOT INITIATED WHEN MDAFWP 1-01 INBOARD
3: PUMP BEARING PACKING EXTRUDED FOLLOWING AUTOMATIC AFS
4: ACTUATION
ICHE: 62803:309-62803:309
FL: ADOCK-5000445-Q-920812
ACKAGE: 920812-9208190092A

40/5153#67

CN: 9208200241
ATE: 920813
AGES: 31
1: RESPONDS TO NRC 920723 LTR RE VIOLATIONS NOTED IN INSP REPTS
2: 50-445-92-14 & 50-446-92-14 & FORWARDS PAYMENT OF CIVIL
3: PENALTY IN AMOUNT OF \$125,000 CORRECTIVE ACTIONS CROSSTIES
4: VERIFIED IN ISOLATION POSITION & CCW FLOW REESTABLISHED.
ICHE: 62851:314-62851:344
FL: ADOCK-5000445-Q-920813
ACKAGE: 920813-9208200241

40/5229#68

CN: 9208210068
ATE: 920817
AGES: 2
1: NOTICE OF VIOLATION FROM INSP ON 920727-31 VIOLATION NOTED
2: INSPECTORS DISCOVERED ON 920728 THAT SHARED CONTROL ROOM
3: VITAL AREA COULD BE ACCESSED IN MANNER THAT BYPASSED LOCKED
4: & ALARMED DOORS
ICHE: 62833:114-62833:115
FL: ADOCK-5000445-Q-920817
ACKAGE: 920817-9208210053A

41/642#69

CN: 9209020157

ATE: 920827

AGES: 2

1: NOTICE OF VIOLATION FROM INSP ON 920614-0801 VIOLATION

2: NOTED INSTRUMENT AIR SYS VALVE & SWITCH LINEUP STILL

3: INCOMPLETE WHEN PERFORMED BUT REVIEWED & SIGNED AS COMPLETE

4: & PLACED IN SYS STATUS FILE

ICHE: 62922:079-62922:080

FL: ADOCK-5000445-Q-920827

ACKAGE: 920827-9209020147A

41/2178#70

CN: 9209110254

ATE: 920910

AGES: 1

1: ACK RECEIPT OF 920813 LTR & CHECK FOR \$125 000 IN PAYMENT

2: OF CIVIL PENALTY PROPOSED BY NRC IN 920723LYR

ICHE: 63129:341-63129:341

FL: ADOCK-5000445-Q-920910

ACKAGE: 920910-9209110254

41/3672#71

CN: 9209220189

ATE: 920916

AGES: 2

1: NOTICE OF VIOLATION FROM INSP ON 920817-20 VIOLATION NOTED

2: PROGRAM REQUIREMENTS FOR ADMINISTRATIVE CONTROL OF TEST

3: PROCEDUR ~ & STARTUP OPERATING INSTRUCTIONS NOT IMPLEMENTED

ICHE: 63186:229-63186:230

FL: ADOCK-5000445-Q-920916

ACKAGE: 920916-9209220169A

RELATED CORRESPONDENCE

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WASHINGTON, D.C. 20036
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January 30, 1985

Peter B. Bloch, Esq.
Chairman, Atomic Safety and
Licensing Board
U.S. Nuclear Regulatory
Commission
Washington, D.C. 20555

Dr. Kenneth A. McCollom
Dean, Division of Engineering,
Architecture & Technology
Oklahoma State University
Stillwater, Oklahoma 74074

Elizabeth B. Johnson
Oak Ridge National Laboratory
Post Office Box X, Bldg. 3500
Oak Ridge, Tennessee 37830

Dr. Walter H. Jordan
881 West Outer Drive
Oak Ridge, Tennessee 37830

Subj: Texas Utilities Electric Company, et al.
(Comanche Peak Steam Electric Station,
Units 1 and 2); Docket Nos. 50-445 and 50-446

Gentlemen:

Mindful of our obligation to apprise the Board of developments which bear on matters before it, including estimated schedules for commercial operation, this will advise the Board that Applicants recently completed their annual review of their construction program. That review considered several factors, including the present status of licensing for Comanche Peak. Based upon this review, Applicants now estimate that Unit 1 of Comanche Peak will probably not be placed in commercial operation before early 1986.

A copy of the Form 8-K recently filed by Applicants with the Securities and Exchange Commission is attached for your information. It will provide the Board with further details.

Sincerely,

Nicholas S. Reynolds
Counsel for Applicants

EXHIBIT

PAGE 1 OF 1

cc: Service List
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8502010482 850130
PDR ADOCK 05000445
RDR

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CHRISTOPHER R. HILTNERBERGER
ROBERT P. OLIVER
MARK SCHWARTZ
DANIEL JOHN REGAN, JR.
RICHARD G. MOORE
CECELIA J. BRUNER

March 21, 1985

Peter B. Bloch, Chairman
Administrative Judge
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U.S. Nuclear Regulatory Commission
Washington, D.C. 20555

Dr. Walter H. Jordan
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Herbert Grossman, Alternate Chairman
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U.S. Nuclear Regulatory Commission
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Dr. Kenneth A. McCollom
Administrative Judge
Dean, Division of Engineering,
Architecture and Technology
Oklahoma State University
Stillwater, Oklahoma 74078

Ms. Elizabeth B. Johnson
Administrative Judge
Oak Ridge National Laboratory
P. O. Box X, Building 3500
Oak Ridge, Tennessee 37830

Re: Docket Nos. 50-445-1 and 50-446-1; 50-445-2 and 50-446-2
In the Matter of Texas Utilities Generating Co., et al

Dear Administrative Judges:

The following information is provided in an effort to comply with the Board's request that Board members be kept timely informed of matters relating to the licensing of the Comanche Peak Steam Electric Station. No attempt is made by this letter to introduce evidence in any phase of either docket.

1. On Thursday morning, February 7, 1985, the NRC Staff and CASE representatives met in Arlington, Texas to discuss technical issues raised by CASE before these Boards which CASE felt should be

To the extent that such may later be appropriate, formal request will be made at such time.

EXHIBIT 9

PAGE DE

8503260602 850321
PDR ADOCK 05000445
G PDR

ORIGINAL

UNITED STATES NUCLEAR REGULATORY COMMISSION

In the Matter of:

TEXAS UTILITIES ELECTRIC COMPANY, et al.)	Case No. 50-445-OL
(Comanche Peak Steam Electric Station,	50-445-OL
Units 1 and 2)	50-445-CPA

Pages: 25,187 through 25,295

Place: Dallas, Texas

Date: July 13, 1988

EXHIBIT 10
PAGE ____ OF ____

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01
HERITAGE REPORTING CORPORATION

Official Reporters
1228 L Street, N.W., Suite 609
Washington, D.C. 20005
(202) 625-6222

1 APPEARANCES:

2 On behalf of the Applicants:

3 GEORGE EDGAR, Attorney at Law

4 MAURICE AXELRAD, Attorney at Law

5 Newman & Holtzinger, P.C.

6 1615 L Street, N.W., Suite 1000

7 Washington, D. C. 20036

8 and

9 ROBERT A. WOOLDRIDGE, Attorney at Law

10 Worsham, Forsythe, Samples & Wooldridge

11 Suite 2500, 2001 Bryan Tower

12 Dallas, Texas 75201

13 On behalf of the NRC Staff:

14 JANICE E. MOORE, Attorney at Law

15 Office of Internal Counsel

16 U.S. Nuclear Regulatory Commission

17 Washington, D. C. 20555

18 ON behalf of CASE:

19 JUANITA ELLIS, President

20 BILLIE GARDE, Attorney at Law

21 Citizens Association for Sound Energy

22 1426 South Polk

23 Dallas, Texas 75224

24 and

25

P R O C E E D I N G S

JUDGE BLOCH: Good morning. I am Peter Bloch, Chairman of the Atomic Safety and Licensing Board for Comanche Peak Nuclear Power Plant. There are two dockets with which we are concerned.

With deep respect for everyone here, I respectfully and wholeheartedly welcome you to these proceedings.

The dockets involved include an operating license application and a construction permit amendment proceeding. The formal numbers of those dockets are 50-445-OL, 50-446-OL and 50-445-CPA.

The Atomic Safety and Licensing Board consists of three members. On my left, Dr. Kenneth McCollom who is a member of the Board; and my right, Dr. Walter Jordan.

I'd appreciate it if the parties would identify themselves for the record, please, starting at my left.

MS. MOORE: Your Honor, my name is Janice E. Moore, counsel for NRC Staff. To my right is Mr. Michael Harrison, a paralegal from the NRC Office of General Counsel.

JUDGE BLOCH: Please use the microphones when you talk.

1 JUDGE BLOCH: Before you proceed, Mr.
2 Roisman, you handed a statement to the reporter --

3 MR. ROISMAN: And I was just going to ask the
4 Board's permission to have it included within the
5 record. It is a letter which CASE submitted to the
6 Board this morning, which sets out in far greater
7 detail the points that I will be making here.

8 I would ask that it be bound in with the
9 record so that it will be a part of this record today.

10 JUDGE BLOCH: I can do that, but I have some
11 concern because there's language in it that is
12 emotional language about the role of the intervenors.
13 It seems to me somewhat unfair to bind that into the
14 record without giving them a chance to respond.

15 If you were able to summarize the substance
16 of that, without putting the charges in the way they
17 are, I would prefer that.

18 MR. ROISMAN: Okay. We can do that, Mr.
19 Chairman. It may take me a couple of minutes longer.

20 First of all, I think it's important to
21 understand -- because Mrs. Ellis' name has become
22 almost synonymous with CASE -- that this is a
23 proceeding which has been pursued by CASE, and Mrs.
24 Ellis, like Billie Garde and myself, have spoken on
25 behalf of CASE, an organization with a membership and a

1 in the nation, to see to it that Texas Utilities builds
2 a plant that is safe.

3 Let me say something on this. There is not a
4 single person at Texas Utilities who I have ever met,
5 and many who I have cross-examined, who has ever
6 indicated to me or demonstrated to me that this company
7 has an interest in building an unsafe plant.

8 There's a genuine disagreement as to what
9 that safety requires. There's nobody there, they have
10 nothing to gain, and if you thought they did, take a
11 look at what has happened to general public utilities
12 who built and operated an unsafe plant and have
13 essentially gone into bankruptcy as a result of it.
14 That's the Three Mile Island plant, of course.

15 There's no interest, there's no self-serving
16 interest in this company building that plant. What
17 CASE has done for ten years is to say, by banging on
18 the door, "We have something to offer you that will
19 help you make this plant safe."

20 And what Texas Utilities has said in this
21 agreement, "You know what? You do, and we want to open
22 our door and bring you in so that we can hear you
23 better without the noise factor of the litigation
24 process."

25 Now, Juanita, Billie Gard and myself have

1 spent literally hours each day, and every day since
2 this agreement was made public on July 1, talking to
3 citizen groups, many of whose spokespersons were up
4 here today, to explain to them not only the Joint
5 Stipulation, but the broad outline of the settlement
6 agreement, to assure them beyond any doubt, as everyone
7 here will know in a few minutes if the Board approves
8 this dismissal, and the settlement agreement is
9 released, that no one -- no one -- is prohibited from
10 speaking out.

11 No worker is prohibited from raising his
12 concerns in any form that he seeks. The only thing the
13 workers are being asked to release is their liability
14 claims against the company for their allegation that
15 they were wrongfully discharged.

16 We've read the relevant portion of the
17 proposal that has gone to each of those workers to
18 anybody who would listen to it. And it says it in
19 crystal clear language.

20 All the concerns that were raised this
21 morning, that allegedly the great secrets that were not
22 released, Juanita, Billie and myself have explained at
23 great length -- at great length -- to allay the fears
24 of the public and any person that there is no silence
25 associated with this agreement and that there is no gag

1 Why did that idea come up? Because two young
2 inexperienced lawyers who have now withdrawn their
3 representations stirred it up.

4 JUDGE BLOCH: I'd rather not have this have to do
5 with personalities.

6 MR. ROISMAN: It's not. That's why I'm not
7 mentioning their names, Judge.

8 [Laughter.]

9 JUDGE BLOCH: Well, maybe you could stay away from
10 anything about that.

11 MR. ROISMAN: Okay, nothing more about the Dough
12 Brothers.

13 [Laughter.]

14 JUDGE BLOCH: It's the adjectives I'd prefer you
15 to avoid, not the names.

16 MR. ROISMAN: All right.

17 Lastly, I want to talk about the question of
18 trust. The team of people that have been involved with CASE
19 in this licensing proceeding is (and I will say somewhat
20 immodestly and include myself in the group) the absolute
21 best in this country on interventions and representation of
22 citizen groups.

23 Juanita Ellis -- and I've worked with them all;
24 I've worked with virtually every citizen group that's
25 involved in nuclear plants. I've never in my life seen a

1 workers formerly employed in connection with the
2 construction of Comanche Peak who may have employment
3 discrimination claims against TU Electric or a contractor.
4 TU Electric agreed to enter into good-faith settlement
5 negotiations to resolve such disputes when the Joint
6 Stipulation becomes effective.

7 Although any former worker who agrees to settle
8 his claim will be required to execute a general release, the
9 release does not preclude him from bringing any safety or
10 technical matter to the attention of the NRC.

11 JUDGE BLOCH: That's the point Mr. Roisman was
12 addressing before. There is no restriction at all on anyone
13 coming to the NRC with safety concerns.

14 MR. EDGAR: Right, and might I add another point
15 just for the record, that many of the provisions that I'm
16 summarizing here are repetitive or redundant to those in the
17 Joint Stipulation and in that regard the Joint Stipulation
18 indicates clearly that nothing in that stipulation would in
19 any way limit the right of any individual or CASE to go to
20 the NRC.

21 Now, continuing and referring again to settlement
22 of claims. These negotiations, referring to negotiations
23 concerning settlement of claims, include five legal
24 proceedings involving eleven plaintiffs, including some
25 presently pending cases before the Department of Labor, and

1 legal degree on you, I would do it.

2 I don't think I've ever seen legal work that's any
3 better than what you've been doing lately. It's a pleasure
4 to receive papers from you.

5 MS. ELLIS: Thank you.

6 J. GARDE: Your Honor, I'm glad that Mrs. Ellis
7 made the statements that she had asked me to make, and I
8 would simply like to make the statement to the Board that I
9 also would like to thank the Board for its reception and
10 diligence and its insistence on the truth and its refusal to
11 accept anything less than the truth from any of the parties
12 to this proceeding, which has forced all of us to face each
13 other on the grounds of reality and deal with the issues at
14 hand.

15 I'm personally convinced, as I think that everyone
16 is, that we never would be at the position that we are at
17 today and the plant would never have been in the position
18 that we could move into this new area had the Board not been
19 so insistent on asking and formulating exactly the right
20 questions to ask, which forced both the utility to look at
21 its own weaknesses and us to pursue those areas that needed
22 to be pursued.

23 As you know, my principal position in this case
24 started representing whistle blowers who came to GAP at the
25 request of Juanita, who just couldn't handle them all. I

1 started this procedure as a law student. I now have been
2 practicing for two years and I have had a tremendous
3 opportunity to learn in this proceeding.

4 There has been much said about the proposition
5 that this settlement represents some type of hush money or
6 money for silence. On behalf of all of my clients, present
7 and in the past, I would like to say that none of them would
8 ever accept hush money. Their integrity is high enough that
9 they risked everything that they had to tell the truth and
10 they would never accept hush money in exchange for silence.

11 Thank you.

12 JUDGE BLOCH: Thank you.

13 Ms. Moore for the Staff.

14 MS. MOORE: In light of the comments that I have
15 made previously, the Staff has only one brief statement to
16 make, and that is that the Staff agrees that the
17 Commission's policy and rules would favor dismissal of this
18 proceeding in light of the agreement that the parties have
19 reached.

20 I would also just reiterate once more that the
21 Staff will continue in its efforts, in its high quality
22 efforts, to evaluate and review the Comanche Peak license
23 efforts.

24 Thank you.

25 JUDGE BLOCH: Thank you, Ms. Moore.

1 What the Board is doing now is it is about to sign
2 a summary order dismissing the case. We expect to issue a
3 somewhat fuller order that will attach some of the
4 documentation to it for publication so that there will be a
5 public record that can be consulted for the purpose of
6 precedent. But we're going to sign the order now.

7 [Board members sign document]

8 JUDGE BLOCH: The case is dismissed, pursuant to
9 the memorandum and order that we have just signed.

10 There are some details that we want to wrap up and
11 the Board members want to make a few statements, too.

12 This is a momentous occasion for this community,
13 for the Nuclear Regulatory Commission and certainly for
14 myself and the Board members personally.

15 I see what's happened here as a refutation of the
16 common belief that the world is black and white. I feel
17 that it is purple and that it's in seeing all the colors
18 that we find the truth.

19 In the black and white view, an intervenor
20 organization, depending on whether you are for or against
21 intervenors, either never knows the truth or always know the
22 truth.

23 In the black and white view, a utility either is
24 always evil or always good.

25 As the Staff of the Commission is always

UNITED STATES
BEFORE THE DEPARTMENT OF LABOR

GARY W. BODIFORD,
Complainant,
-vs-
Stone & Webster,
Respondent.

88-ERA-___

COMPLAINT

Comes now Gary W. Bodiford, by and through his attorney, and files this Complaint of discrimination and retaliation under the Employee Protection Provision of the Energy Reorganization Act, 42 U.S.C. 5851, ("The Act"), against Stone and Webster for failing to hire him because of his engagement in activity protected by the Act.

BACKGROUND

Complainant was hired by Respondent April 6, 1987, to work at the Comanche Peak nuclear power plant as a Stone & Webster Control Engineer. He had previously worked for Gibbs and Hill at the plant from February, 1982, to July 31, 1984, re-hired in February, 1985 until April 3, 1987. He worked at the plant continuously until November 20, 1987, when his employment was terminated in a lay off.

Since his termination, which Complainant believes was actually a result of his engagement in internal dissent with Art V. Nevins, Complainant and others have been intimidated and harassed regarding completion of work on the 7300 system analog control.

EXHIBIT

PAGE 11 OF 11

Additionally, Stone and Webster has refused to rehire him.

Complainant believes that the reason he has not been rehired by Stone & Webster is retaliation for Complainant's having filed detailed complaints about his quality related concerns with the Ombudsman, the SAFETEAM, (an employee allegation management program run by Texas Utilities) and ultimately with the Nuclear Regulatory Commission.

Complainant's experience that led to this complaint was the creation and tolerance of an atmosphere of harassment and intimidation at the site by several Stone & Webster management personnel, including Art Nevins, who placed extensive reliance on time schedule pressure as opposed to prudent work practices.

COMPLAINT

1. Complainant is an "employee" protected under the Act by virtue of his status as a former and qualified prospective employee of Stone & Webster at the Comanche Peak nuclear power plant.
2. Respondent is an "employer" protected under the Act by virtue of its status as a contractor for Texas Utilities, working at the Comanche Peak nuclear power plant.
3. Complainant engaged in activity protected by the Act by virtue of:
 - (a) Internal dissent about Art Nevins' harassment and intimidation of engineers working on the 7300 system (analog control) and the misuse of the "Confirmation Required" stays to close out various engineering problems with design calculations and verification.
 - (b) External dissent by contacting the Stone & Webster

Ombudsman, the SAFETEAM, (an external independent organization that holds itself out as wearing the mantle of the government in relation to the recruiting and processing of employee allegations at Comanche Peak);

(c) External dissent by threatening to and actually contacting the Nuclear Regulatory Commission ("NRC") about his concerns.

4. Respondent was fully aware of Complainant's engagement in internal and external protected activity through Complainant's own declarations and the information provided to Stone and Webster, and Texas Utilities, through their investigations.

5. Complainant has suffered discriminatory treatment by virtue of:

(a) having been terminated in retaliation for engagement in internal protected activity,

(b) having been denied further employment because of his engagement in external protected activity.

6. Complainant has incurred substantial damages as a result of the illegal actions of the Respondent.

REQUEST FOR RELIEF

Complainant requests that Respondent be required to hire the Complainant, pay him such wages and other financial damages which are determined to be the result of the Respondent's illegal actions, attorney's fees and expenses 11 compensatory damages for treatment for stress as a result of this matter, and such other damages as are determined to be appropriate in this case.

Complainant requests expeditious handling of this complaint.

Sincerely,

Billie Pirner Garde (38)

Billie Pirner Garde
Attorney for Complainant
104 East Wisconsin Avenue
Appleton, WI 54911
(414) 730-8533

DATED: June 20, 1988

cc: Office of the Administrator of the Wage & Hour Division
Employment Standard Administration
U.S. Department of Labor
Room S3502
200 Constitution Avenue, N.W.
Washington, D.C. 20210

Gary W. Bodiford
8341 O'Hara Lane
Fort Worth, TX 76123

John

A F F I D A V I T O F
J o s e p h J . M a c k t a l , J r .

Under the pains and penalties of perjury, I
Joseph J. Macktal, hereby affirm that the following is true
and correct:

- 1) My name is Joseph J. Macktal, Jr.
- 2) Between January 31, 1985 and January 2, 1986 I was
employed as an Electrician and Electrical Foreman at the
Comanche Peak Nuclear Construction site in Glenrose, Texas
by Brown & Root, Inc. On January 2, 1986 I delivered to a
Brown & Root general foreman, J. Rinddell. A true and
correct copy is attached hereto as Exhibit 1. In
retaliation for delivering this letter, my employment with
Brown & Root was terminated.
- 3) While working at the Comanche Peak site I developed
concerns about the following problems which I believe
threatened the quality of the plant's construction, violated
Nuclear Regulatory Commission (NRC) regulations, and/or
threatened the public health and safety:
 - a) Contamination of stainless steel conduit.
 - b) Falsification of training sheets and travelers.
 - c) Improper accounting of documents and material.
 - d) Improper design, manufacture, and installation
of electrical conduits, and safety related circuits
(including Hilti bolts, and pipe supports).
 - e) Improper site modification of vendor supplied
equipment.
- 4) I personally brought all of the above listed

NY 771
allegations to the NRC Staff during a transcribed confidential conference and during a confidential on-site inspection of the Comanche Peak site. Nonetheless, the NRC failed to adequately address these concerns. I therefore believe that these concerns continue to pose an unnecessary health and safety risk.

5) In addition, I have concerns that were not raised with the NRC staff or Licensing Board due to the restrictive terms of a secret settlement agreement entered into between Texas Utilities and my attorneys, Billie Garde and Tony Roisman. These concerns include:

a) The use of Kapton wiring and termination kits (including the design and installation of electrical penetrations);

b) SAFETEAM's identification of confidential whistleblowers and the harassment and intimidation of employees who brought safety concerns to management and/or SAFETEAM;

c) The ultra-vulnerability of key safety systems;

d) Design problems related to back-up safety systems;

e) Improper attempts to silence witnesses and suppress information before the NRC;

f) SAFETEAM's participation in and cover-up of safety concerns.

6) After bringing safety concerns to SAFETEAM, I was demoted and continually harassed and intimidated by

management, culminating in a constructive discharge on January 2, 1986.

7) On February 3, 1986 I filed a complaint under Section 210 of the Energy Reorganization Act against Brown & Root and Texas Utilities with the Department of Labor, known as 86-ERA-23. I was represented in 86-ERA-23 by Billie P. Garde, Anthony Z. Roisman, Government Accountability Project (GAP) and Trial Lawyers for Public Justice (TLPJ). They also stated to me that they would be representing me before the NRC Licensing Board in matters related to Comanche Peak and before the Texas Employment Commission (TEC) hearing regarding unemployment compensation (upon information and belief this agreement is contained in a signed representation agreement). In violation of their express agreement to represent me before the TEC, both Mr. Roisman and Ms. Garde failed to prepare for and attend the hearing.

8) In early February, 1986, I was told by Ms. Garde and Mrs. Ellis on a number of occasions that I would be called as a CASE witness before the ASLB.

9) In 1986 I made a series of confidential transcribed safety disclosures to members of the NRC staff. I did not feel that the NRC staff properly addressed the safety concerns I raised at that time and felt that they would not do so anytime thereafter. I wanted to testify before the ASLB about my safety concerns because I came to believe that I had to bypass the NRC Staff bureaucracy and go directly to the ASLB if my concerns were to be adequately resolved.

10) In 1986 I made a series of transcribed confidential safety disclosures to NRC Staff. I believe that NRC Staff

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failed to properly address the concerns I raised at that time nor any time thereafter.

11) I was told by CASE and its attorneys that if my concerns were to be adequately resolved they would have to be raised before the ASLB.

12) On November 18, 1986 I was in Dallas Texas to participate in the Department of Labor hearing on my case. Two attorneys were present to represent me, Anthony Roisman, and Billie Garde.

13) On this day my attorneys, along with legal representatives of Brown & Root and the DOL Administrative Law Judge Vivian Murray met for a pre-hearing conference.

14) During the pre-trial conference which was held in chambers outside of my presence, I felt as though my case was being tried in a back room without the testimony of witnesses or myself. On several occasions both sides came out of conference to obtain documents and evidence and then return to the back room. This back room "conference" continued throughout the entire day. When I stated that I wanted to attend the "conference," Ms. Garde vehemently objected and flatly refused to allow me to attend.

15) During the course of the conference both Billie Garde and Tony Roisman indicated to me that:

a) Brown & Root's final settlement offer was \$35,000.00;

b) If I did not accept the settlement offer of \$35,000.00, I would have to pay GAP \$12,000.00 before they could proceed with the hearing; and

c) If I did not accept the settlement and I did not come up with the \$12,000, they would withdraw as counsel (as they had already done in my unemployment hearing). At that time both Ms. Garde and Mr. Roisman knew I was unemployed and indigent. To the best of my recollection, the terms of representation expressly stated that expenses were not due and payable until after the case was settled. Yet, Billie Garde and Tony Roisman were demanding money to continue with my case. GAP, TLPJ, Billie Garde, and Tony Roisman agreed to represent me knowing that I was unemployed and unable to afford an attorney.

16) After considerable pressure I agreed to settle my case for \$35,000. I understood that the \$35,000 settlement offer to be two separate agreements between Brown & Root and myself. The first settlement would be for \$15,000 to be paid to me, and that a second settlement would be paid to GAP in the amount of \$20,000.00 to cover "expenses" after the case was resolved.

17) I was informed by my attorneys that the Judge had ordered the parties to execute the settlement within 30 days.

18) Brown & Root's attorneys did not attempt to execute the settlement within 30 days. On or about December 26, 1986, I informed Billie Garde that I no longer wished to settle my case and that I wanted to proceed with the trial.

19) On or about December 26th and 29th, 1986, I was:

a) informed by my attorneys for a second time I had to pay \$12,000.00 if I did not accept a settlement

Ms. Garde and Mr. Roisman were negotiating;

b) told that if I did not accept the terms of the settlement (which I had not even seen) I would be sued for breach of contract, would face serious financial burdens for the rest of my life, and that I would be billed by GAP for \$12,000.00. Ms. Garde and Mr. Roisman also warned that Brown & Root would sue me for refusing to sign the settlement and that they would not represent me if such a suit occurred.

20) Nonetheless, I directed my attorneys to stop further settlement negotiations and prepare for trial. My attorneys refused to follow this instruction.

21) On December 26, 1986, I spoke over the telephone with Billie Garde. The following are verifiable excerpts of a telephone conversation between Ms. Garde and myself:

Joseph J. Macktal: I am not committed to any kind of a settlement whatsoever...I'm going to the papers Tuesday (and) blowing this whole thing wide open...There is no settlement...

Billie P. Garde: You don't have that option anymore. There is a settlement.

Macktal: No there isn't. I ain't signing...I don't want a settlement...I don't want you to sign any kind of a settlement agreement.

Garde: Then you better be prepared to pay GAP the expense of....

Macktal: Whatever it takes...I'm not settling with them...I'm gonna expose the whole thing in the paper.

8/8/81

Garde: And that's worth \$15,000.00?

Macktal: Yep, that's worth it.

Garde: I think you're making an absolutely insane decision...[T]hey're gonna sue you for breach of settlement...and that'll mean you're gonna have to get lawyers.

Macktal: Let them sue me...

* * *

Macktal: I'm not breaching the settlement agreement. There was no settlement agreement...They did not complete the 30 day period...it's moot, its moot, it no longer exists.

Garde: You don't have that option.

* * *

Garde: I'm your lawyer, I know what I'm talking about. You can not do this. You don't have the financial ability to do this because you don't have the ability to pay us.... I'm going to have to have Tony call you...

Macktal: I don't care.

Garde: We've invested the expense of \$12,000.00 (and) that's a lot to us. We couldn't meet pay role last week. Everything is waiting to get this settlement money in order to make bill payments...You can't afford to absorb that kind of a bill...This is \$12,000.00.

* * *

Macktal: I have made arrangements to pick up the transcript [of my confidential deposition I gave to the NRC] from the NRC. The papers can't publish anything until the trail but the transcript [I can make] public information

now --

Garde: (Interrupting) You're not going to have any lawyers.

* * *

Macktal: They breached the contract; I don't want, the deals off. I'm going through with it because they breached the contract and as far as I'm concerned I want to go to trial. If they don't want to go to trial --

Garde: (Interrupting) There isn't going to be a trial.

* * *

Macktal: The settlement agreement as far as I'm concerned is dead. Nothing happened and its over...

* * *

22) On December 29, 1986, I received a call from Tony Roisman. At that time I told Mr. Roisman that I wanted to go forward with the trial and terminate settlement negotiations. I stated to Mr. Roisman that: "At this point I'm not agreeing to any kind of settlement. Bring it back to where it was. I want to go to trial."

23) During this December 29th conversation with Mr. Roisman I told him that I had contacted some reporters and that I chose to expose the entire situation to the press. Mr. Roisman then told me that I did not need to tell the press anything now because "the reporters who are covering the licensing hearings" would also "cover the same issues" when my information was reported to the Licensing board, and that my case was not "a speech issue."

jjm

24) During this December 29th conversation I was also told if I did not sign the settlement and chose to expose the situation then the following would occur:

"You realize that will put you in a deep financial bind...they'll hold a judgment over you, they will pursue you to the ends of the earth and if you are successful in smearing them in the press as you would like to do, they will pursue you to the ends of the earth. So wherever you go to work they'll have a judgment against you of \$15,000, \$20,000, \$30,000 or \$100,000 and they'll garnish your wages on earth any place you get a job. They'll destroy your credit...and at some point you'll have to pay a lot of money at the end they will have won even bigger than today...because they're bigger they can beat up on you and because your smaller your not able to fight back..."

25) I then stated to Mr. Roisman that I still wanted to "go to trial." I emphatically ended the conversation with Mr. Roisman stating that the settlement was off and that I sided and demanded to go to trial.

26) I was misled and signed the settlement under duress. I did not want to settle the case, but I thought I had no option. A copy of the "Settlement Agreement" and a signed general release is attached hereto as Exhibit 2. Paragraph 3 of the Settlement Agreement prohibited me from voluntarily appearing as a witness before the Atomic Safety and Licensing Board or the NRC. It also prohibited attorneys for CASE (GAP, TLPJ, Ms. Garde and Mr. Roisman) from calling me as a witness for CASE or otherwise inducing

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any other attorney, party, agency or tribunal to call me as a witness. It also required me to take all "reasonable" steps which Brown & Root instructed me to take so that I cannot appear as a compulsory witness. Essentially the settlement agreement silenced me from appearing before the NRC with additional safety concerns.

27) On May 11, 1987, the Secretary of Labor issued an Order in case 86-ERA-23 requiring the parties to submit a copy of the confidential settlement agreement. (A true and exact copy of this Order is attached as Exhibit 3).

28) Evidently my copy of the Order was mailed to me c/o Ms. Garde and GAP. See a copy of a signed return-receipt included in Exhibit 3. A copy of the Order was never forwarded to me and I did not learn that such an order was issued until August of 1988. I was unaware that the Secretary had requested me to provide a copy of the settlement agreement to the Secretary or that I was in breach of the Secretary's Order.

29) In or about June, 1987, I called Billie Garde to obtain documents. At that time she told me that my settlement was pending before the Secretary of Labor and that the Secretary had requested some more information about the settlement. I was not informed that the Secretary had issued an Order and requested to see a copy of the settlement agreement itself.

30) After speaking with Ms. Garde, but not knowing that the Secretary had requested to see a copy of the settlement, I sent by first class mail a pro se motion to

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the Secretary requesting that the settlement be set aside.
(A true and correct copy of this motion is attached as
Exhibit 4).

31) I wrote the attached motion out of desperation
because I had been forced into signing the settlement
against my will. I mailed the motion in an attempt to gain
justice and expose additional safety concerns that I was
prohibited from exposing under the terms of the secret
settlement agreement.

32) I mailed the attached motion without the advice of
Mr. Roisman and Ms. Garde or any other counsel. I did so
because I believed that Ms. Garde and Mr. Roisman would not
act to overturn the oppressive terms of the settlement
agreement and I sent the motion so I could be allowed to
contact intervenors and the NRC with additional safety
concerns.

This affidavit, consists of eleven pages and is hereby
executed by my hand this

9 day of SEPT, 1988.

Joseph J. Macktal, Jr.
Joseph J. Macktal, Jr.

04/MAK

4/28/88

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

BEFORE THE ATOMIC SAFETY AND LICENSING BOARD

In the Matter of	}}	
	}}	
TEXAS UTILITIES ELECTRIC	}}	Docket Nos. 50-445-OL
COMPANY, <u>et al.</u>	}}	and 50-446-OL
(Comanche Peak Steam Electric	}}	
Station, Units 1 and 2)	}}	(Application for an
	}}	Operating License)
	}}	

CASE'S IDENTIFICATION OF PIPING/PIPE SUPPORT ISSUES

Pursuant to the Board's 11/18/87 Memorandum and Order (Litigation Schedule), CASE hereby files its specification of piping/pipe support issues which it is interested in litigating and the basis for its interest /1/.

/1/ CASE requested an extension of time until today to mail this pleading, without objection from the Board, the NRC Staff, or the Applicants (see Applicants' 4/12/88 letter to CASE). CASE has advised both Applicants and NRC Staff of most, if not all, of the basic information contained herein. CASE is still in the process of reviewing documents which have been made available on discovery (including, for instance, those referenced in Applicants' 3/30/88 letter to NRC Staff and CASE, Applicants' 3/31/88 and 4/8/88 letters to Board advising of documents referenced in SSER 14, among others).

Although many of the issues discussed herein have applicability both to the Construction Permit Amendment (CPA) proceedings and the Operating License (OL) proceedings, CASE is not specifically addressing the CPA proceedings since at the present time the OL and CPA proceedings are still separate. The motions for summary disposition filed by CASE in 1984 are not included in this pleading, since CASE now believes that they have applicability only to the CPA proceedings.

EXHIBIT 13

PRELIMINARY DISCUSSION

CASE has experienced a lot of difficulty in preparing this pleading and believes that it is premature. One of CASE's primary difficulties in writing this pleading is that much of the information which CASE believes is essential to reach a decision is not yet complete and is simply unavailable at this time. In addition, in our view it is not necessary that this be written at this time because of the slippage in the schedule. Applicants' schedule has changed considerably since the Board's 11/18/87 schedule was issued: During the 11/3/87 Special Prehearing Conference, Applicants were projecting a fuel load date of March 1, 1988 (they were expecting to be able to make up some slippage which had occurred at that time which indicated a fuel load date of early August 1988) (see Tr. 25154); Applicants now expect commercial operation of Unit 1 "at the end of 1989" and construction on Unit 2 has been temporarily suspended for approximately one year (see excerpts from Form 10-K filed with the SEC, attached to Applicants' 3/24/88 letter to Board). It appears obvious from reviewing documents such as the Applicants' reports of potentially reportable items under 10CFR50.55(e) (Significant Deficiency Analysis Reports, SDAR's) that this is due to the identification of additional problems and because it is taking longer to correct some of the problems than Applicants had initially anticipated. Therefore, in many ways, this pleading is premature and it is premature to attempt to identify the issues. However, if CASE were forced to identify the issues at this point in time, they would be as discussed herein. It was CASE's decision to go ahead and file this pleading now, rather than asking for further extensions at this time, although we think such extensions would be warranted, because we believe it will be helpful to all parties and the

Board to have this information before us in writing as we discuss the future course of the case.

There are several aspects of the piping/pipe support issues which CASE believes need to be addressed. CASE categorized the issues in three areas: 1. Applicants' Plan; 2. Implementation of Applicants' Plan; and 3. Analysis of the Results from the Reinspection Corrective Action Work (including the conclusion and the implications of what Applicants found).

1. Applicants' Plan

With regard to Applicants' plan for the piping/pipe support issues (i.e., Applicants' promise of what they are going to do and how they are going to do it), CASE has been favorably impressed by Applicants' commitments, especially those of Stone & Webster and its identification and proposed corrective action regarding the Walsh/Doyle issues. Applicants and their consultant have paid special attention to those issues, and it shows. Based on what we know at this time, we do not anticipate that it will be necessary to litigate Applicants' plan regarding those issues. We plan to engage in negotiations with Applicants and NRC Staff; however, as discussed in more detail below, should additional concerns arise that would indicate that the plan was not actually what was followed, we would at that time want to reconsider litigation of the plan.

It is also important to note that CASE considers the piping/pipe support plan to be a special case, and we believe (and would expect) that very special attention has been paid by Applicants to these long-raised, much-litigated and hard-fought issues. In addition, the handling of the piping/pipe support issues by Stone & Webster puts these issues in a special

category. Stone & Webster is not handling all of the other issues. CASE's increased confidence in this portion of Applicants' plan is in part due to the Stone & Webster work.

Although it is still not clear exactly what documents Applicants plan to rely upon regarding the piping/pipe support issues, CASE believes that it may well be possible to arrive at stipulations with Applicants and the NRC Staff regarding the plan itself. This would depend upon consensus that we are satisfied with the documents Applicants agree to submit into evidence in the record. We believe that this is a possibility worth exploring, which could save everyone much time, trouble, money, and effort regarding these particular aspects of the piping/pipe support issues.

2. Implementation of Applicants' Plan

One aspect of the plan itself which is clearly deficient, in CASE's view, is that Applicants have not adequately dealt with the root cause/generic implication issues. (This is discussed in more detail under 3. Analysis of the Results from the Reinspection Corrective Action Work; however, CASE considers it to also be a deficiency in the plan itself.)

The question of implementation of the plan is in dispute. There are a number of issues under implementation which CASE intends to litigate; however, CASE is unable to identify with specificity those documents on which it intends to rely on the implementation dispute. Part of CASE's problem at the moment is the fact that it is not at all clear at this point in time when, if ever (and in what form) Applicants or the NRC Staff will be addressing the implementation of Applicants' plan, and whether or not the NRC Staff will issue an SSER regarding implementation similar to the one they have issued on the plan itself, or plan to review completion of

implementation through their regular inspection report program. As stated in the Staff's 3/9/88 letter to Applicants: "The NRC Staff concludes that the corrective action efforts establish an acceptable program for resolving the technical concerns associated with the design of large and small bore piping and pipe supports and their implementation should ensure compliance with the applicable requirements of 10 CFR Part 50." (Emphases added.)

In this regard it is important to note the limitation of the NRC Staff's SSER 14, which (necessarily) addresses implementation of the Applicants' plan only to a limited extent. For the most part, SSER 14 addresses the adequacy of the plan itself. CASE believes it is appropriate and necessary for the Applicants and NRC Staff to clarify this for the Board and parties. CASE does not believe that piping/pipe support issues will be ready for litigation until such time as implementation is completed /2/.

CASE is not, and never has been, concerned only with Applicants' plan. We did not, for instance, challenge the Applicants' initial plan, which was their FSAR; our concerns were that Applicants were not in fact doing what they had promised in their plan. Although CASE believes that Applicants' plan for addressing the piping/pipe support issues, for the most part, has the capability for adequately addressing and eventually resolving the technical engineering-type issues, CASE is not ready to simply accept the

/2/ CASE notes that the NRC Staff's inspection reports have raised troublesome questions regarding both the Applicants' plan and its implementation. Even so, we note that, when the proper time comes, we believe that it may well be possible to also arrive at stipulations which might (in a manner similar to what we hope will develop regarding the piping/pipe support plan itself) dispose of many, if not all, aspects of implementation regarding piping/pipe support issues (especially if Applicants continue their cooperation regarding supplying of documents, informal meetings, and if Messrs. Doyle and Walsh are allowed to make a final walkdown). We believe this would be beneficial to everyone regarding these aspects of the piping/pipe support issues.

word of Applicants and/or Stone & Webster that the plan will be implemented properly. We believe that we must await further completion and review of such implementation before we are ready to sign off on these hard-fought and vitally important issues. CASE's level of confidence would also be greatly increased if Messrs. Doyle and Walsh were allowed to make a final walkdown when implementation is completed and closed out.

Additionally CASE may wish to litigate part or all of the Cygna report(s) when it is issued. It is CASE's understanding that Cygna plans to issue report(s) regarding various aspects of their review of Comanche Peak. CASE is not certain at this time, since we obviously have not yet seen the final Cygna report(s) on piping/pipe supports, whether or not we will want to litigate all or any part of such report(s). However, this is a possibility to which we would want to give consideration, regarding which we cannot decide until after we have received and had time to review such report(s) /3/. CASE considers the Cygna report(s) an important part of both the Applicants' Plan and its implementation, and we do not believe that piping/pipe support issues will be ripe for consideration until such report(s) are available, CASE has had the opportunity to engage in discovery regarding them, analyze the results, formulate opinions, etc.

CASE may also want to litigate some or all aspects of the technical issues associated with the pressure on Cygna to do or not do certain things

/3/ We want to emphasize that we do not want to rush Cygna with its report(s) and believe it would be inappropriate for anyone else to do so; CASE believes that the Board and all parties will be far better served by Cygna's thoughtful, complete, and detailed analyses. However, if Cygna does have an estimate of when it anticipates it will have its report(s) regarding piping/pipe supports completed and supplied to the Board and parties, that would be very helpful; it would also be helpful to know whether Cygna anticipates filing one report covering all issues, disciplines, etc., or several reports covering different issues, disciplines, etc.

in their review (see Applicants' 3/30/88 letter to Board and attachments). Additionally, CASE is still reviewing the recently-released documents which Cygna and the Applicants have made available. At this point in time, we are not certain whether or not there are technical issues in addition to the "harassment and intimidation" issues which we may want to litigate.

Of particular concern is the harassment and intimidation, use of a quota system, etc. (see discussion on Transcript pages 4 through 11 of the Applicants/NAO Staff Meeting of 12/18/85), coupled with the recently-filed Department of Labor (DOL) case by the individual who apparently brought the particular matter which was discussed at the 12/18/85 meeting to management's attention, and DOL cases of other individuals (see, for example, attachments to CASE's 4/15/88 letter to the Board).

These recent events raise questions and strong concerns regarding the areas of Applicants' program other than piping/pipe supports -- not only regarding possible technical engineering-type concerns, but also regarding what appears to be a persisting important flaw in implementation of Applicants' plan and QA/QC program: an apparent continuing inability to put into place a program to adequately and promptly deal with harassment/intimidation and concerns raised by employees. Applicants still seem to suffer from what the Board termed (regarding Messrs. Walsh and Doyle) a procedural deafness to concerns raised by employees (see Board's 12/28/83 Memorandum and Order (Quality Assurance for Design), page 24). Furthermore, it appears that -- despite the SAFETEAM program and despite what CASE believes are sincere (but apparently unsuccessful) efforts by some individuals to change things -- a climate of harassment and intimidation still exists and flourishes in at least some areas of Comanche Peak. This

is a concern which cuts across the Applicants' Plan, the Implementation of Applicants' Plan, and the Analysis of the Results from the Reinspection Corrective Action Work.

3. Analysis of the Results from the Reinspection Corrective Action Work

CASE is particularly concerned regarding, and is not in agreement with, the root cause/generic implications reports which Applicants have provided to date. Further, CASE cannot believe that what Applicants have provided thus far adequately responds to what the Board and the NRC Staff have requested and what CASE anticipated; if it does satisfy the Staff, CASE will then have questions in this regard concerning the adequacy of the Staff's review. Certainly CASE does not believe it is complete and adequate. In particular, Applicants' root cause analysis presented thus far (see attachments to Applicants' letters to Board dated March 29, 1988, and April 21, 1988) does not include adequate consideration of the following:

- harassment and intimidation of Quality Control Inspectors, ANI Inspectors, craftsmen, engineers, auditors, etc.;
- specific details and results of the ombudsmen, QAI, or SAFETEAM investigations regarding piping/pipe support issues and/or harassment/intimidation regarding individuals involved in the piping/pipe support areas;
- incompetent and/or inadequate engineering personnel;
- an analysis of why the Applicants' QA/QC program (including their audit program) did not catch the problems;
- the willful refusal for years of Applicants to admit that problems even existed;
- management's role in allowing all of this to happen;

- (for additional specific details, see CASE's 6/6/87 Response to Applicants' Interrogatories to "Consolidated Intervenor" (Set No. 1987-1) and CASE's 7/6/87 Supplementary Response to Applicants' Interrogatories to "Consolidated Intervenor" (Set No. 1987-1), which provides specific citations to the OL record)

One aspect which is troubling regarding this matter is that Applicants still have shown no indication that they are willing to accept a basic premise which the Board stated when it set the current schedule (quoted from Judge Bloch's comments at 11/3/87 Special Prehearing Conference, Tr. 25142; similar wording was contained in the Board's 11/18/87 Memorandum and Order (Litigation Schedule) at page 1):

For the purpose of that schedule, we expect to assume, unless shown otherwise in the course of the hearing, that there has been a historical QA design and QA construction breakdown.

To the contrary, Applicants have specifically stated that they "obviously do not accept such assumptions as proven facts" (Applicants' 11/24/87 Preservation of Objection to Prehearing Conference Order, at page 1).

This is important in several ways. First, it continues the Applicants' past position of refusal to squarely face facts and accept what everyone now knows is true -- that there has, indeed, been a historical QA design and QA construction breakdown. This means that CASE must be prepared to prove it all over again if Applicants persist in that position.

This attitude is perhaps even more important regarding other areas of the plant which have not been under as intense scrutiny as piping/pipe supports. CASE has been and continues to be concerned about how much Applicants have learned from the failure of their QA/QC program for

piping/pipe supports and the extent to which such lessons learned have or have not been applied to other areas.

CONCLUSION

CASE does not believe that Applicants can accurately reach a proper root cause/generic implication conclusion on the basis of the plan when even they don't have the results from implementation and cannot foretell the future. Further, what they have provided so far regarding root cause/generic implications is inadequate, even on its face, because of what is already reflected in the past record of these proceedings. Finally, incomplete information, from sources such as the SAFETEAM, of which Applicants are aware but which has not yet been revealed to CASE or the NRC, obviously impacts on the adequacy of implementation and the overall reliability of the corrective action program.

It is unclear, other than to push the hearing forward, why this root cause report has been issued. It is clear, for example, that the root cause report did not deal with the allegations of Messrs. Radelich and Goese, and apparently others who have gone to SAFETEAM with allegations of implementation improprieties.

In summary, CASE will definitely want to litigate implementation of the plan including some harassment and intimidation issues. These include (but are not limited to) the harassment and intimidation of Cygna (see Applicants' 3/30/88 letter to Board and attachments).

There are also definitely some issues which we want to litigate regarding piping/pipe supports and the effects of an atmosphere of harassment and intimidation of individuals who were involved with them (such as Messrs. Polizzi and Hasan). In CASE's view, the harassment/intimidation

issues both raise the management issues again, and call into question the credibility of the implementation of the technical program. In addition, recent events have raised questions regarding the adequacy of the NRC Staff's work.

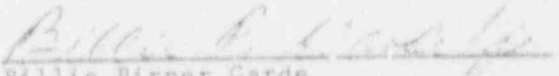
At this point in time, we are not certain whether or not there are technical issues in addition to the harassment and intimidation issues which we may want to litigate. It is very disturbing and distressing to CASE that the information regarding the intimidation of Cygna did not come to light until it was brought out in the TU Electric/minority owners lawsuit. This in itself raises numerous questions to which we want answers, such as who knew what when and why didn't they inform the Board and parties, at least at the time the changeover was made from Mr. Wade to Mr. Redding -- not only regarding the Applicants, but also Cygna. Why didn't Cygna inform the Board? Where was this in Cygna's communications reports? And where was the NRC Staff while all this was going on? Did they know about it? If so, why didn't they inform the Board and parties? If not, how could they have missed it? How long had this harassment and intimidation been going on? Has it now changed, and if so, when did it change? What effect did it have on Cygna and Cygna's work product? What is the current situation? etc.

Finally, CASE intends to litigate the inadequacy of the collective significance report, collective evaluation report, root cause evaluation reports, and Results Report VII.c, in regards to the piping/pipe support issues.


CASE does not necessarily believe that all of the issues with which we are concerned will be most efficiently litigated in connection with the piping/pipe support FR's. We are currently in the process of re-evaluating the schedule in light of the most recent information available, to attempt

to ascertain whether or not there are ways in which the case might be reorganized to be more efficient and at the same time address CASE's concerns. We expect to address this further at the upcoming procedural conference currently tentatively scheduled for May 11, 1988.

Respectfully submitted,


Billie Pirner Garde
GAP - Midwest Office
104 E. Wisconsin Avenue - B
Appleton, Wisconsin 54911-4897
414/730-8533

Co-Counsel for CASE


(Mrs.) Juanita Ellis, President
CASE (Citizens Association for Sound
Energy)
1426 S. Polk
Dallas, Texas 75224
214/946-9446

Co-Representative for CASE



UNITED STATES
NUCLEAR REGULATORY COMMISSION
OFFICE OF INVESTIGATIONS FIELD OFFICE, REGION IV
611 RYAN PLAZA DRIVE, SUITE 1000
ARLINGTON, TEXAS 76011

November 8, 1989

T. Louis Austin, Jr., Chairperson
Brown & Root, Inc.
P. O. Box 3
Houston, Texas 77001-0003

Dear Mr. Austin:

I am requesting that you waive the attorney-client privilege invoked by you on behalf of Brown & Root regarding any notes and/or other written communication prepared by Glenn Magnuson concerning your meetings or conversations with Joseph J. Macktal. I believe these notes are necessary in order for me to perform a thorough investigation of this matter due to your and Mr. Magnuson's admitted limited recollection of these events. Since you expressed a desire to settle this matter expeditiously at our meeting on October 23, 1989, I hope you will comply with my request.

Additionally, I have not yet heard from you or J. Patrick Hickey regarding my request for records, such as corporate jet logs, to clarify the number and dates of your meetings with Mr. Macktal. I also requested that you provide me with any documentation regarding job offers or back pay offers made to Mr. Macktal or any other records or personal notes you had regarding the meetings and/or conversation with Mr. Macktal. Please let me know if any such records are in your or Brown & Root's possession and, if so, forward copies of them to me.

Thank you very much for your cooperation.

Sincerely,

Virginia Van Cleave

Virginia Van Cleave
Investigator

EXHIBIT 14

PAGE OF

Release

#17

U.S. NRC

SHAW, PITTMAN, POTTS & TROWBRIDGE

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December 8, 1989

J. PATRICK HICKEY, P.C.

Ms. Virginia Van Cleave
Office of Investigations Field
Office, Region IV
United States Nuclear Regulatory Commission
611 Ryan Plaza Drive, Suite 1000
Arlington, Texas 76011

Dear Ms. Van Cleave:

In accordance with our telephone conversation yesterday, I am enclosing copies of the Brown & Root Aircraft Use Report for the two trips in the first quarter of 1986 reflecting stops made by Mr. Austin at locations near the Comanche Peak plant. You will note that they reflect a March 31, 1986 stop by Mr. Austin at Cleburne, Texas, and an April 5, 1986 flight by Mr. Austin and Mr. Magnuson to Stephenville, Texas.

The company has been unable to locate any record reflecting Mr. Macktal's signing in on the building logs at the Houston office, so we cannot throw further light on Mr. Macktal's claim on that subject.

Finally, your letter to Mr. Austin requested a waiver of applicable privileges and production of documents related to Mr. Macktal's claims. As I explained, to the extent your area of interest is in determining whether Mr. Macktal's alleged concerns were investigated, you now have the benefit of your interview of Mr. Macktal, and presumably of his identification of the issues he claims to have raised. You can confirm with the Safeteam records at the site whether those items were addressed. However, as you are aware, there is presently litigation pending involving

EXHIBIT 15

PAGE _____ OF _____

EXHIBIT 1

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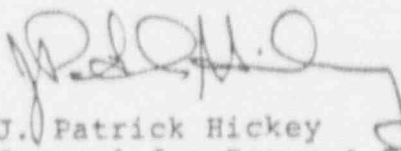
CASE NO. 4-89-008

Release

Ms. Virginia Van Cleave
December 8, 1989
Page Two

Mr. Macktal and his allegations, and the company cannot at this time agree to waive its privileges and protections concerning Mr. Macktal's meeting with Mr. Austin and Mr. Magnuson.

Sincerely,



J. Patrick Hickey
Counsel for Brown & Root, Inc.

Enclosures

ORIGINAL

OFFICIAL TRANSCRIPT OF PROCEEDINGS

Agency: Nuclear Regulatory Commission

Title: Investigative Interview of
Billie Pirner Garde

Docket No.

LOCATION: Arlington, Texas

DATE: Friday, October 27, 1989 PAGES: 1 - 91

FOIA- 92-316
Act. exemptions b7C
b7C was deleted
in accordance with the Freedom of Information
Act, exemptions b7C

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A/b
b7c portion

BEFORE THE
U. S. NUCLEAR REGULATORY COMMISSION

Interview of BILLIE PIRNER GARDE conducted on
Friday, October 27, 1989 in the 8th Floor Conference
Room, 611 Ryan Plaza, Arlington, Texas, commencing at
3:00 p.m.

APPEARANCES:

On behalf of the U.S. Nuclear Regulatory Commission:

VIRGINIA VAN CLEAVE
611 Ryan Plaza
Arlington, Texas

On behalf of the Witness, BILLIE PIRNER GARDE:
(Mr. Johnson appearing telephonically)

VERNON JOHNSON, Attorney
Jackson and Campbell
Washington, D. C.

1 bring a civil tort lawsuit, like the Atchison plaintiffs
2 that was settled for a large amount of money, by the time
3 the Comanche Peak settlement was reached.

4 Q. Do you know, do you have any idea why Brown &
5 Root's attorneys wished to put that language in the
6 settlement agreement regarding Macktal'n testifying before
7 the ASLB?

8 A. All I can tell you is what Rick Walker said at
9 that meeting, which was that he had been trying -- that he
10 had lost a lot of credibility with his client of late
11 because every case he settled with Tony and I ended up
12 coming back to haunt him in some other forum, and that when
13 he went to the company and said, "Let's settle this case. I
14 think this is what we should do," that then the company was
15 turning around and saying, "Why did we settle this case
16 because we're now having to relitigate the same case and get
17 egg on our face either in a licensing hearing or in another
18 lawsuit or in a state lawsuit," and they settled one claim.

19 And so the language that he was going to propose
20 was going to absolutely bar Brown & Root from having to deal
21 with Mr. Macktal and his claims anywhere at any time ever
22 again, so they thought.

23 Q. But wouldn't the release that Mr. Macktal signed
24 do that? Didn't it say that he releases Brown & Root from
25 --

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1 A. But they had signed other releases with clients
2 represented by me or Tony before, and then those clients
3 ended up becoming part of the harassment and intimidation
4 contention before the Licensing Board.

5 So even though the whistleblowers themselves stood
6 to gain nothing by testifying in the licensing hearing on
7 harassment and intimidation issues, Brown & Root lawyers and
8 Texas Utilities lawyers had a lot to lose by the licensing
9 hearings.

10 Do you follow what I'm saying?

11 Q. No. Maybe you could elaborate a little bit. What
12 is "a lot to lose"? What do you mean by that?

13 A. Well, at the time that Macktal's case arose, if
14 you know very much about the licensing hearing of Comanche
15 Peak, Comanche Peak had an ongoing operating license in
16 which there was one contention left for litigation. It was
17 Contention 5.

18 The contention was that there had been a breakdown
19 in the quality assurance/quality control program at Comanche
20 Peak historically, such that there would be no reasonable
21 assurance that the nuclear plant could ever -- was
22 constructed or could ever operate without endangering public
23 health and safety.

24 That contention was broken down into two dockets.
25 One docket was the design modification/quality assurance

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1 issues affecting the design of the plant. The other docket
2 was harassment and intimidation of quality control
3 inspectors and others -- but "others" wasn't litigated at
4 that point -- such that no matter what the written results
5 on paper were of the QA/QC program, that there was no
6 reasonable assurance that those results could be relied on
7 because there had been such an atmosphere of fear,
8 harassment and intimidation at Comanche Peak so that none of
9 the documentation was reliable, that the QC inspectors had
10 been forced to sign things off or didn't sign things off, or
11 that they were so afraid of their jobs that they didn't do
12 their job.

13 Tony and I were the lawyers on that docket.
14 During the summer of '84 and the fall of '84 and the very
15 early beginning of 1985, Trial Lawyers and GAP put on almost
16 a hundred witnesses, both our witnesses and TU witnesses, to
17 demonstrate that such an atmosphere existed and that there
18 was no assurance of the quality of the plant.

19 When the Board issued preliminary decisions on
20 those matters, it was clear that we had convinced the
21 Licensing Board that we were probably right.

22 At the same time the NRC's technical review team
23 issued a document called SSR-11 -- SSER-11, which included
24 an Appendix P, that there were so many problems with the
25 Comanche Peak quality assurance/quality control program that

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1 there was no reliability that the plant was safe.

2 Those two things combined forced Texas Utilities
3 to have to go into the Licensing Board at a time when they
4 said that their plant was ready to load fuel and operate --
5 this was in the fall of 1984 -- when the plant cost \$3.5
6 billion, that they were ready at that time.

7 When the Board issues its preliminary decisions
8 and orders and concluded that they were not ready, it forced
9 them to have to do a hundred percent reinspection and rework
10 and design modification plan. The cost of the plant today
11 is about \$10 billion.

12 They've spent 6 billion trying to figure out what
13 they did for the first five years out there. That's what
14 they had to lose.

15 If we successfully convinced the judge, which we
16 did, that the plant wasn't constructed and designed in
17 accordance with the regulations, what they had to lose was
18 getting approval for licensing the plant.

19 Now, that maybe won't run directly to Brown &
20 Root, but the other time that that happened in Region IV, if
21 you know anything about the history of that, is when Brown &
22 Root built the South Texas Nuclear Plant, the NRC came in
23 and said, "You didn't build it right," and Houston Light &
24 Power sued Brown & Root. It ended up in an out-of-court
25 settlement for billions and billions of dollars, in terms of

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1 the work that was done on the project.

2 Individually, Mr. Macktal had nothing to gain one
3 way or another by being a witness in a Comanche Peak
4 licensing hearing. There was nothing to gain as a witness.

5 But TU had a lot to lose, and so did Brown & Root.

6 Q. But if Mr. Macktal had already told about his
7 concerns to the NRC, and according to your own testimony Mr.
8 Macktal in your belief had lost a great deal of credibility,
9 what could he tell the ASLB that could impact negatively on
10 Brown & Root?

11 A. Well, two things to answer your question. First
12 of all, he had told his safety concerns to the Nuclear
13 Regulatory Commission which was investigating those issues,
14 but had not yet issued its report.

15 My statements about his credibility in this
16 deposition did not go to whether or not I believed Mr.
17 Macktal had raised valid concerns. I think he raised some
18 valid safety issues. The NRC reports substantiate that.

19 I'm saying his credibility, looking at him as a
20 witness that I had to protect on the stand, could his
21 credibility -- [REDACTED] -- withstand cross-
22 examination. I concluded that it could not.

23 [REDACTED]
24 [REDACTED]
25 [REDACTED] They just

1 cared whether or not he had safety concerns, and that's what
2 they wanted to know, and that's what they were pursuing.

3 But it's my belief that the reason that TU and
4 Brown & Root lawyers were so insistent on putting that
5 clause in about the licensing hearing was because Tony and I
6 had managed to do an extremely effective job of taking
7 selective whistleblowers and making them as examples of what
8 was the atmosphere on the whole plant.

9 And at this point, 1986, we were well into a \$4
10 billion reinspection and reconstruction program. Mr.
11 Macktal's case didn't go to the past, '84, before -- they
12 already lost on that -- it went to the present.

13 He was testifying that at present that atmosphere
14 still existed. And at that point those issues were not in
15 front of the Licensing Board, and they were very afraid that
16 they were going to be brought up in front of the Licensing
17 Board.

18 Q. I still don't follow the rationale here. On the
19 one hand you say that you were, as an employee of GAP, did
20 not mind having that language in the settlement agreement;
21 and yet it seems to be on the other side you're saying it's
22 to the advantage of Brown & Root and TU Electric that Mr.
23 Macktal not testify.

24 A. They certainly had something to gain by it. But
25 they didn't know and couldn't know our strategic (if you

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ANTHONY Z. ROISHAN
OF COUNSEL

June 29, 1988

U.S. Nuclear Regulatory Commission
ATTN: Document Control Desk
Washington, DC 20555

RE: In the Matter of Texas Utilities Electric Company (Comanche Peak Steam Electric Station), Dkt. No. 50-445, request for extension of construction permit no CPPR-126

CPA

Gentlepersons:

On June 6, 1988, Texas Utilities Electric Company (TUEC) filed a request for an extension of its construction permit completion date for Unit 1 of the Comanche Peak nuclear plant (CPSES). This request seeks an additional three years for completion, in addition to the three year extension requested in February 1986, which was approved by the Commission but made the subject of an evidentiary hearing, which is still ongoing. Docket No. 50-445 (CPA). The Commission has unequivocally concluded that the granting of any extension of the construction completion date for the Comanche Peak Unit 1 raises sufficiently substantial safety issues that a licensing hearing should be held.

The question that was admitted in that licensing hearing -- approved by the ASLB and the ASLAP without Commission review -- is whether the licensee's failure to complete construction on a timely basis was caused by its deliberate disregard of the Commission's regulations in an unlawful attempt to speed construction and reduce costs and, if so, whether the licensee has appropriately repudiated that improper motive. No hearings have yet been held on this issue, but substantial evidence has been amassed by the Intervenor CASE from the files of the lead licensee and the minority owners. This evidence indicates that there is substantial merit to the issue.

In light of all of these developments, CASE opposes the consideration of the licensee's request for an extension of its construction permit for Unit 1, other than in a contested licensing proceeding in which CASE would file as an Intervenor.

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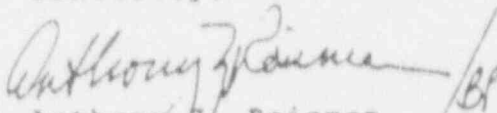
D503

We believe that the recently filed request raises significant hazards considerations, as demonstrated by the previously referenced documents. Those documents disclose serious safety problems that were ignored as a direct result of TUEC's improperly motivated construction plan. If, as CASE alleges, the improper motives have not been repudiated in fact and deed (but in word only), similar safety problems will also be ignored in the rework program when it is advantageous to the construction schedule. Because of the presence of significant hazards considerations, action on the TUEC request must be preceded by a notice and opportunity for hearing pursuant to Commission regulations and decisions. Thus we request that the Staff promptly file the appropriate notice of opportunity for public hearing in the Federal Register and defer any further action on the requested extension until such time as a licensing board is appointed and then proceed to act in accordance with the directives of that Board.

There is also now pending a request by TUEC to extend the completion date of the CPSES Unit 2. CASE advances all the same arguments set forth here with respect to that pending request, including CASE's request that all action be deferred until a notice of opportunity for hearing has been filed and a duly authorized licensing board has been appointed.

In the interest of efficiency, CASE urges that the three CPA dockets be consolidated for all matters, since the identical underlying issue applies to all dockets. This letter is not a substitute for a full intervention petition nor does it purport to fully represent all of the data supporting the positions stated. This letter may be supplemented shortly. Like TUEC's June 6, 1988, it is merely a bare outline of the basic principles being advanced. At the appropriate time and in the appropriate forum, CASE will provide additional information in support of its position.

Sincerely,



Anthony L. Roisman
One of the Counsel for CASE

cc: Chris Grimes
William Council
Billie Garde
Juanita Ellis

92 OCT -7 P2:45

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the forgoing have been served upon the following persons by U.S. Mail, first class, by being placed in the LeDroit Park Post Office Annex this 5th day of October, 1992, postage pre-paid:

Secretary,
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555

Administrative Judge
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Atomic Safety and Licensing Board
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555


Administrative Judge
Morton B. Margulies
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By:


Michael D. Kohn