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February 9, 1993

Mr. Thomas E. Murley, Director  
Office of Nuclear Reactor Regulation  
United States Nuclear Regulatory Commission  
Washington, D. C. 20655

Dear Mr. Murley:

This will acknowledge receipt of your letter of January 12, 1993. Texas Municipal Power Agency ("TMPA") does not now take, nor has it ever taken, the position that the agreement entered into between it and Texas Utilities Electric Corporation ("TUEC") on February 12, 1988, prohibits either TMPA, someone speaking on behalf of TMPA, or individuals from bringing or assisting others from bringing safety information or concerns to the Nuclear Regulatory Commission ("NRC"). TMPA respectfully disagrees with your conclusions that any language contained in the TMPA/TUEC agreement could have caused a "chilling effect" in the past or may cause such a "chilling effect" in the future resulting in the NRC being deprived of safety information.

Your letter states, "Accordingly, TMPA should take actions to ensure that all individuals and organizations that could be affected by the potentially restrictive provisions in the TMPA agreement clearly understand that...anyone may, at any time, bring safety information to the NRC,..." TMPA and TUEC, being the only parties to the agreement, are the only entities or organizations bound by its terms. TMPA has obtained the written assurance of TUEC, attached hereto, that TUEC does not interpret the agreement to prohibit TMPA, its employees or representatives from communicating safety concerns to the NRC. Likewise, TMPA does not interpret the agreement to contain any such prohibition.

TMPA is unaware of any individual or organization connected with it who has interpreted the language in its February 12, 1988 agreement with TUEC to deprive the NRC of safety information with respect to the CPSES.

Very truly yours,

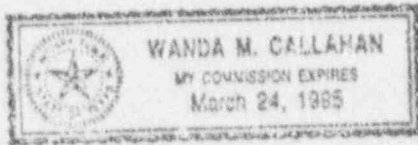
Ed L. Wagoner  
Executive Director and General Manager

EW/dv

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9302220200 930209  
PDR ADECK 05000445  
PDR

THE STATE OF TEXAS       §  
                                     §  
COUNTY OF GRIMES       §

This instrument was acknowledged before me on the 9th day of  
February, 1993, by Ed L. Wagoner.



Wanda M. Callahan  
Notary Public in and for the State of  
Texas

Wanda M. Callahan  
(Printed Name of Notary)

My Commission Expires: 3/24/95

c: Mr. Richard E. McCaskill  
Executive Vice President and General Manager  
Brazos Electric Power Cooperative, Inc.  
2404 LaSalle Avenue  
Waco, Texas 76702-2585

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

Mr. John H. Butts, Manager  
Tex-La Electric Cooperative of Texas, Inc.  
P.O. Box 1623  
Nacogdoches, Texas 75963-1623

JP



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File # 10076

REC'D TMPA  
FEB 5 1993  
GENERAL MANAGER

February

Wes M. Taylor  
Executive Vice President

Mr. Ed Wagoner, General Manager  
Texas Municipal Power Agency  
P. O. Box 7000  
Bryan, TX 77805

SUBJECT: COMANCHE PEAK STEAM ELECTRIC STATION (CPSES)  
DOCKET NOS. 50-445 AND 50-446  
RESPONSE TO NRC REQUEST FOR INFORMATION

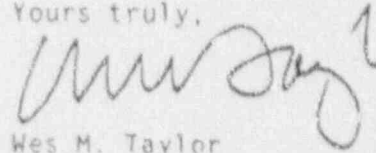
Dear Mr. Wagoner:

In a recent pleading filed by the Nuclear Regulatory Commission (NRC) Staff connection with the Comanche Peak Steam Electric Station (CPSES) Construction Permit Extension matter, counsel for the NRC Staff took the position that certain provisions of the CPSES minority owner litigation settlement agreements (Sections 9.2 and 9.7 [9.6 of the TMPA Agreement]) were in conflict with Commission policy, insofar as they preclude the minority owners from bringing information of regulatory concern to the NRC. On January 12, 1993, the Director of Nuclear Reactor Regulation wrote each of the minority owners (Brazos, TMPA, and Tex-La) and TU Electric expressing concerns about the potentially restrictive provisions of these settlement agreements and asking the minority owners and TU Electric to inform him of what actions have been or will be taken in order to assure that individuals and organizations do not believe that they are precluded by these settlement agreements from coming to the NRC with safety concerns.

TU Electric continues to believe that these settlement agreements, including the provisions cited by the NRC Staff, are consistent with official Commission policy. More particularly, Section 9.7 of each of the settlement agreements specifically provides that each minority owner (as well as those acting on behalf of the minority owners, such as its members, agents, servants, employees, officers, directors, consultants, attorneys, and representatives) was free to comply with Section 210 (now Section 211) of the Energy Reorganization Act, which in turn reflects a policy to ensure that employees of nuclear licensees (such as the minority owners) are free to report safety concerns to the NRC. Furthermore, in said section of each agreement, each minority owner made affirmative representations and warranties that it did not know of any violation, actual or alleged, of Section 210 that had not previously been disclosed to TU Electric in writing. It was thus clearly the intention of TU Electric to insure that all safety concerns had or would be made known to the NRC, enforceable.

Nevertheless, in order to affirm and clarify TU Electric's intent and to resolve the NRC's Staff's concerns, TU Electric is hereby advising Texas Municipal Power Agency that the subject provisions are not intended to prohibit the minority owners, their employees, or representatives from communicating safety concerns to the NRC, and accordingly TU Electric will not attempt to impose or enforce any such prohibition. These individuals or organizations may, at any time, bring safety information to the NRC, if the individual or organization so chooses. To the extent that these provisions prohibit the minority owners from initiating or participating in litigation involving Comanche Peak, including litigation before the NRC, they will continue to be effective and enforceable.

Yours truly,

A handwritten signature in dark ink, appearing to read 'Wes Taylor', with a stylized flourish at the end.

Wes M. Taylor

RSB/ds