

Unit 1 License - Marked pages



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D. C. 20540

SOUTHERN NUCLEAR OPERATING COMPANY

GEORGIA POWER COMPANY

OGLETHORPE POWER CORPORATION

MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA

CITY OF DALTON, GEORGIA

DOCKET NO. 50-424

VOGTLE ELECTRIC GENERATING PLANT, UNIT 1

FACILITY OPERATING LICENSE

License No. NPF-68

1. The Nuclear Regulatory Commission (the Commission or the NRC) has found that:

- (the Owners)
- A. The application for license filed by the Georgia Power Company acting for itself, Oglethorpe Power Corporation, Municipal Electric Authority of Georgia, and City of Dalton, Georgia, ~~(the licensees)~~ complies with the standards and requirements of the Atomic Energy Act of 1954, as amended (the Act), and the Commission's regulations set forth in 10 CFR Chapter I; and all required notifications to other agencies or bodies have been duly made;
- B. Construction of the Vogtle Electric Generating Plant, Unit 1 (the facility) has been substantially completed in conformity with Construction Permit No. CPPR-108 and the application, as amended, the provisions of the Act and the regulations of the Commission;
- C. The facility will operate in conformity with the application, as amended, the provisions of the Act, and the regulations of the Commission (except as exempted from compliance in Section 2.D. below);
- D. There is reasonable assurance: (i) that the activities authorized by this operating license can be conducted without endangering the health and safety of the public, and (ii) that such activities will be conducted in compliance with the Commission's regulations set forth in 10 CFR Chapter I (except as exempted from compliance in Section 2.D. below);

Southern Nuclear Operating Company (herein called Southern Nuclear,*

- E. ~~Georgia Power Company~~ is technically qualified to engage in the activities authorized by this license in accordance with the Commission's regulations set forth in 10 CFR Chapter I; *and, together, Southern Nuclear and the Owners are financially qualified*

~~Georgia Power Company is authorized to act as agent for the Oglethorpe Power Corporation, Municipal Electric Authority of Georgia, and City of Dalton, Georgia, and has exclusive responsibility and control over the physical construction, operation, and maintenance of the facility.~~

* Southern Nuclear succeeds Georgia Power Company as the operator of Vogtle Electric Generating Plant, Unit 1. Southern Nuclear is authorized by the Owners to exercise exclusive responsibility and control over the physical construction, operation, and maintenance of the facility.

Owners

- F. The ~~licensees~~ have satisfied the applicable provisions of 10 CFR Part 140, "Financial Protection Requirements and Indemnity Agreements," of the Commission's regulations;
- G. The issuance of this license will not be inimical to the common defense and security or to the health and safety of the public;
- H. After weighing the environmental, economic, technical, and other benefits of the facility against environmental and other costs and considering available alternatives, the issuance of this Facility Operating License No. NPF-68, subject to the conditions for protection of the environment set forth in the Environmental Protection Plan attached as Appendix B, is in accordance with 10 CFR Part 51 of the Commission's regulations and all applicable requirements have been satisfied;
- I. The receipt, possession, and use of source, byproduct and special nuclear material as authorized by this license will be in accordance with the Commission's regulations in 10 CFR Parts 30, 40, and 70.
2. Based on the foregoing findings and the Partial Initial Decision and the Concluding Partial Initial Decision issued by the Atomic Safety and Licensing Board on August 27 and December 23, 1986, respectively, regarding this facility and satisfaction of conditions therein imposed, and pursuant to approval by the Nuclear Regulatory Commission at a meeting held on March 12, 1987, Facility Operating License No. NPF-61, issued on January 16, 1987, is superseded by Facility Operating License No. NPF-68, hereby issued to the Georgia Power Company (GPC), Oglethorpe Power Corporation, Municipal Electric Authority of Georgia, and City of Dalton, Georgia (the licensees) to read as follows:
- A. This license applies to the Vogtle Electric Generating Plant, Unit 1, a pressurized water reactor and associated equipment (the facility) owned by GPC, Oglethorpe Power Corporation, Municipal Electric Authority of Georgia, and City of Dalton, Georgia. The facility is located ~~on the licensees' site~~ in Burke County, Georgia, on the west bank of the Savannah River approximately 25 miles south of Augusta, Georgia, and is described in ~~Georgia Power Company's~~ Final Safety Analysis Report, as supplemented and amended, and in ~~the~~ Environmental Report, as supplemented and amended; *and operated by Southern Nuclear,*
- B. Subject to the conditions and requirements incorporated herein, the Commission hereby licenses:
- Southern Nuclear* maintain,
- manage,* (1) *GPC,* pursuant to Section 103 of the Act and 10 CFR Part 50, to possess, use, and operate the facility at the designated location in Burke County, Georgia, in accordance with the procedures and limitations set forth in this license;
- Georgia Power Company,* (2) ~~Oglethorpe Power Corporation, Municipal Electric Authority of Georgia, and City of Dalton, Georgia,~~ pursuant to the Act and 10 CFR Part 50, to possess ~~the~~ facility at the designated location in Burke County, Georgia, in accordance with the procedures and limitations set forth in this license;

but not operate

Southern Nuclear

- (3) ~~SPC~~, pursuant to the Act and 10 CFR Part 70, to receive, possess, and use at any time special nuclear material as reactor fuel, in accordance with the limitations for storage and amounts required for reactor operation, as described in the Final Safety Analysis Report, as supplemented and amended;

Southern Nuclear

- (4) ~~SPC~~, pursuant to the Act and 10 CFR Parts 30, 40, and 70 to receive, possess, and use at any time any byproduct, source and special nuclear material as sealed neutron sources for reactor startup, sealed sources for reactor instrumentation and radiation monitoring equipment calibration, and as fission detectors in amounts as required;

Southern Nuclear

- (5) ~~SPC~~, pursuant to the Act and 10 CFR Parts 30, 40, and 70, to receive, possess, and use in amounts as required any byproduct, source or special nuclear material without restriction to chemical or physical form, for sample analysis or instrument calibration or associated with radioactive apparatus or components;

Southern Nuclear

- (6) ~~SPC~~, pursuant to the Act and 10 CFR Parts 30, 40, and 70, to possess, but not separate, such byproduct and special nuclear materials as may be produced by the operation of the facility authorized herein.

- C. This license shall be deemed to contain and is subject to the conditions specified in the Commission's regulations set forth in 10 CFR Chapter I and is subject to all applicable provisions of the Act and to the rules, regulations, and orders of the Commission now or hereafter in effect; and is subject to the additional conditions specified or incorporated below.

(1) Maximum Power Level

Southern Nuclear

~~SPC~~ is authorized to operate the facility at reactor core power levels not in excess of 3565 megawatts thermal (100 percent power) in accordance with the conditions specified herein.

(2) Technical Specifications and Environmental Protection Plan

The Technical Specifications contained in Appendix A, as revised through Amendment No. ~~SPC~~, and the Environmental Protection Plan contained in Appendix B, both of which are attached hereto, are hereby incorporated into this license. ~~SPC~~ shall operate the facility in accordance with the Technical Specifications and the Environmental Protection Plan.

(3) Initial Startup Test Program (Section 14, SER)* *Southern Nuclear*

Any changes to the Initial Test Program described in Section 14 of the FSAR made in accordance with the provisions of 10 CFR 50.59 shall be reported in accordance with 50.59(b) within one month of such change.

* The parenthetical notation following the title of many license conditions denotes the section of the Safety Evaluation Report and/or its supplements wherein the license condition is discussed.




- (4) Emergency Planning (Section 13.3, SER and SSERs 2, 3, 4, and 5)

In the event that the MRC finds that the lack of progress in completion of the procedures in the Federal Emergency Management Agency's final rule, 44 CFR Part 350, is an indication that a major substantive problem exists in achieving or maintaining an adequate state of emergency preparedness, the provisions of 10 CFR Section 50.54(1)(2) will apply.

- (5) Steam Generator Tube Rupture (Section 15.6.3, SER and SSER 3)

By March 1, 1988, GPC shall submit for MRC review a revised plant-specific steam generator tube rupture analysis based on the Westinghouse Owner's Group generic resolution, which includes radiological consequence analyses, analysis of steamline static load in the event of overfill, and justification that systems and components credited in the analysis to mitigate accident consequences are safety related.

- (6)  DELETED



- (7) NUREG-0737 Items

- a. Compliance with NUREG-0737, Item 11.F.2 (Section 4.4.8, SER and SSERs 1 and 4)

In accordance with NUREG-0737, Item 11.F.2, GPC shall submit the proposed reactor vessel level instrumentation system (RVLIS) report by June 1, 1987.

- b. Supplemental Report on Safety Parameter Display System (Section 18.2, SSER 6)

GPC shall submit by March 1, 1988, a supplemental report on the safety parameter display system as discussed in Section 18.2 of SSER 6.

- c. Supplemental Summary Report on Detailed Control Room Design Review (Section 18, SSER 8)

GPC shall submit by March 1, 1988, a Supplemental Summary Report on the detailed control room design review discussing:

1. the final results of the remaining control room surveys (ambient noise; illumination; heating, ventilation, and air conditioning; plant safety monitoring system computer survey; automatic turbine supervisory instrumentation computer survey; and communications) and the resolution of any human engineering discrepancies (HEDs) resulting from these surveys

2. a complete assessment of cumulative and interactive effects of the HEDs
3. the completed review of annunciator nuisance alarms and modifications to minimize nuisance alarms and the number of annunciator windows lit during normal operations
4. documentation showing tradeoff analyses and other information used in resolving HEDs
5. the methodology by which control room changes were to be factored into the operators' training program
6. procedures that incorporate human factors review into the design process for future control room modifications

(8) Zinc Coating of Diesel Fuel Oil Storage Tanks (Section 9.5.4.2, SSER 4)

Prior to restart following the first refueling, GPC shall

- (1) replace the zinc coating in the diesel generator fuel oil storage tanks with a coating which does not contain zinc or
- (2) by March 1, 1988 provide an acceptable justification to the staff that the present fuel oil storage tank zinc-based coating will not affect the operability and reliability of the diesel generators over the life of the plant as specified in IE Circular 77-15.

If option (1) is chosen, GPC shall provide the NRC with a modification status report 30 days before the expiration of the license condition.

(9) Alternate Radwaste Facility (Section 11.4, SSERs 3 and 4)

Prior to restart following the first refueling, the ventilation exhaust of the alternate radwaste facility shall be modified to exhaust through HEPA filters already installed in the auxiliary building HVAC system.

GPC shall provide the NRC with a modification status report 30 days before the expiration of the license condition.

- D. The facility requires exemptions from certain requirements of 10 CFR Part 50 and 10 CFR Part 70. These include (a) an exemption from the requirements of 10 CFR 70.24 for two criticality monitors around the fuel storage area, (b) an exemption from the requirements of Paragraph III.D.2(b)(11) of Appendix J of 10 CFR 50, the testing of containment air locks at times when containment integrity is not required, and

(c) a scheduler exemption from 10 CFR 50.34(b)(2)(i) as it pertains to GDC 2, 61, and 62 of Appendix A to 10 CFR 50 for the spent fuel pool racks for the time period before the racks contain irradiated fuel. The special circumstances regarding exemptions b and c are identified in Sections 6.2.6 and 9.1.2 of SSER 5, respectively.

An exemption was previously granted pursuant to 10 CFR 70.24. The exemption was granted with NRC materials license No. SM-1967, issued August 21, 1986, and relieved GPC from the requirement of having a criticality alarm system. GPC ~~is~~ hereby exempted from the criticality alarm system provision of 10 CFR 70.24 so far as this section applies to the storage of fuel assemblies held under this license.

and Southern Nuclear are
These exemptions are authorized by law, will not present an undue risk to the public health and safety, and are consistent with the common defense and security. The exemptions in items b and c above are granted pursuant to 10 CFR 50.12. With these exemptions, the facility will operate, to the extent authorized herein, in conformity with the application, as amended, the provisions of the Act, and the rules and regulations of the Commission.

- Southern Nuclear*
E. ~~Georgia Power Company~~ shall fully implement and maintain in effect all provisions of the Commission-approved physical security, guard training and qualification, and safeguards contingency plans including amendments made pursuant to provisions of the Miscellaneous Amendments and Search Requirements revisions to 10 CFR 73.55 (51 FR 27817 and 27822) and to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The plans, which contain safeguards information protected under 10 CFR 73.21, are entitled: "Alvin W. Vogtle Nuclear Plant Physical Security Plan," with revisions submitted through January 6, 1988; "Alvin W. Vogtle Nuclear Plant Guard Training and Qualification Plan," with revisions submitted through June 2, 1986; and "Alvin W. Vogtle Nuclear Plant Safeguards Contingency Plan," with revisions submitted through January 6, 1988. Changes made in accordance with 10 CFR 73.55 shall be implemented in accordance with the schedule set forth therein.

- F. GPC shall comply with the antitrust conditions delineated in Appendix C to this license.

- Southern Nuclear*
G. ~~GPC~~ shall implement and maintain in effect all provisions of the approved fire protection program as described in the Final Safety Analysis Report for the facility, and submittals dated July 2, August 4 and 13, October 10 and 24, November 5, and December 19, 1986, and January 2, 1987, as approved in the SER (NUREG-1137) through Supplement 5 subject to the following provision:

Southern Nuclear
~~GPC~~ may make changes to the approved fire protection program without prior approval of the Commission, only if those changes would not adversely affect the ability to achieve and maintain safe shutdown in the event of a fire.

13

Insert 1

The plans, which contain Safeguards Information protected under 10 CFR 73.21, are entitled: "Vogtle Electric Generating Plant Unit 1 and Unit 2 Physical Security and Contingency Plan," with revisions submitted through January 16, 1995 (Amendment 27); and "Vogtle Electric Generating Plant Guard Training and Qualification Plan," with revisions submitted through December 14, 1992 (Rev. 9).

H. Reporting to the Commission

Southern Nuclear

Except as otherwise provided in the Technical Specifications or Environmental Protection Plan, ~~SNC~~ shall report any violations of the requirements contained in Section 2.C. of this license in the following manner: initial notification shall be made within twenty-four (24) hours to the NRC Operations Center via the Emergency Notification System with written follow-up within 30 days in accordance with the procedures described in 10 CFR 50.73(b), (c), and (e).

- I. ^{Owners} The licensees shall have and maintain financial protection of such type and in such amounts as the Commission shall require in accordance with Section 170 of the Atomic Energy Act of 1954, as amended, to cover public liability claims.
- J. This license is effective as of the date of issuance and shall expire at midnight on January 16, 2027.

FOR THE NUCLEAR REGULATORY COMMISSION

HR Denton

Harold R. Denton, Director
Office of Nuclear Reactor Regulation

Enclosures:

1. Attachment 1 - ~~DELETED~~
2. Appendix A - Technical Specifications
3. Appendix B - Environmental Protection Plan
4. Appendix C - Antitrust Conditions

Date of Issuance: March 16, 1987



Unit 2 License - Marked pages



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

SOUTHERN NUCLEAR OPERATING COMPANY

GEORGIA POWER COMPANY

OGLETHORPE POWER CORPORATION

MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA

CITY OF DALTON, GEORGIA

DOCKET NO. 50-425

VOGTLE ELECTRIC GENERATING PLANT, UNIT 2

FACILITY OPERATING LICENSE

License No. NPF-81

1. The Nuclear Regulatory Commission (the Commission or the NRC) has found that:
- A. The application for license filed by the Georgia Power Company (GPC)* acting for itself, Oglethorpe Power Corporation, Municipal Electric Authority of Georgia, and City of Dalton, Georgia, ~~(the licensees)~~ *(the Owners)* complies with the standards and requirements of the Atomic Energy Act of 1954, as amended (the Act), and the Commission's regulations set forth in 10 CFR Chapter I; and all required notifications to other agencies or bodies have been duly made;
 - B. Construction of the Vogtle Electric Generating Plant, Unit 2 (the facility) has been substantially completed in conformity with Construction Permit No. CPPR-109 and the application, as amended, the provisions of the Act and the regulations of the Commission;
 - C. The facility will operate in conformity with the application, as amended, the provisions of the Act, and the regulations of the Commission (except as exempted from compliance in Section 2.D. below);
 - D. There is reasonable assurance: (i) that the activities authorized by this operating license can be conducted without endangering the health and safety of the public, and (ii) that such activities will be conducted in compliance with the Commission's regulations set forth in 10 CFR Chapter I (except as exempted from compliance in Section 2.D. below);
 - E. ~~Georgia Power Company~~ *Southern Nuclear Operating Company* (herein called Southern Nuclear)* is technically qualified to engage in the activities authorized by this license in accordance with the Commission's regulations set forth in 10 CFR Chapter I; *and, together, Southern Nuclear and the Owners are financially qualified*

~~* Georgia Power Company is authorized to act as agent for the Oglethorpe Power Corporation, Municipal Electric Authority of Georgia, and City of Dalton, Georgia, and has exclusive responsibility and control over the physical construction, operation, and maintenance of the facility.~~

* Southern Nuclear succeeds Georgia Power Company as the operator of Vogtle Electric Generating Plant, Unit 2. Southern Nuclear is authorized by the Owners to exercise exclusive responsibility and control over the physical construction, operation, and maintenance of the facility.

Owners

- F. The licensees have satisfied the applicable provisions of 10 CFR Part 140, "Financial Protection Requirements and Indemnity Agreements," of the Commission's regulations;
- G. The issuance of this license will not be inimical to the common defense and security or to the health and safety of the public;
- H. After weighing the environmental, economic, technical, and other benefits of the facility against environmental and other costs and considering available alternatives, the issuance of this Facility Operating License No. NPF-81, subject to the conditions for protection of the environment set forth in the Environmental Protection Plan attached as Appendix B, is in accordance with 10 CFR Part 51 of the Commission's regulations and all applicable requirements have been satisfied;
- I. The receipt, possession, and use of source, byproduct and special nuclear material as authorized by this license will be in accordance with the Commission's regulations in 10 CFR Parts 30, 40, and 70.
2. Based on the foregoing findings and the Partial Initial Decision and the Concluding Partial Initial Decision issued by the Atomic Safety and Licensing Board on August 27 and December 23, 1986, respectively, regarding this facility and satisfaction of conditions therein imposed, and pursuant to approval by the Nuclear Regulatory Commission at a meeting held on March 30, 1989, Facility Operating License No. NPF-79, issued on February 9, 1989 is superseded by Facility Operating License No. NPF-81, hereby issued to the Georgia Power Company, Oglethorpe Power Corporation, Municipal Electric Authority of Georgia, and City of Dalton, Georgia to read as follows:
- Southern Nuclear,*
- A. This license applies to the Vogtle Electric Generating Plant, Unit 2, a pressurized water reactor and associated equipment (the facility) owned by GPC, Oglethorpe Power Corporation, Municipal Electric Authority of Georgia, and City of Dalton, Georgia. The facility is located on the ~~licensees' site~~ in Burke County, Georgia, on the west bank of the Savannah River approximately 25 miles south of Augusta, Georgia, and is described in ~~Georgia Power Company's~~ *the* Final Safety Analysis Report, as supplemented and amended, and in *the* ~~its~~ Environmental Report, as supplemented and amended; *and operated by Southern Nuclear*
- B. Subject to the conditions and requirements incorporated herein, the Commission hereby licenses:
- Southern Nuclear* *maintain,*
- (1) *GPC,* pursuant to Section 103 of the Act and 10 CFR Part 50, to possess, use, and operate the facility at the designated location in Burke County, Georgia, in accordance with the procedures and limitations set forth in this license;
- manage,* *Georgia Power Company,*
- (2) ~~Oglethorpe Power Corporation,~~ Municipal Electric Authority of Georgia, and City of Dalton, Georgia, pursuant to the Act and

but not operate

10 CFR Part 50, to possess the facility at the designated location in Burke County, Georgia, in accordance with the procedures and limitations set forth in this license;

Southern Nuclear,

- (3) ~~SPC~~, pursuant to the Act and 10 CFR Part 70, to receive, possess, and use at any time special nuclear material as reactor fuel, in accordance with the limitations for storage and amounts required for reactor operation, as described in the Final Safety Analysis Report, as supplemented and amended;

Southern Nuclear,

- (4) ~~SPC~~, pursuant to the Act and 10 CFR Parts 30, 40, and 70 to receive, possess, and use at any time any byproduct, source and special nuclear material as sealed neutron sources for reactor startup, sealed sources for reactor instrumentation and radiation monitoring equipment calibration, and as fission detectors in amounts as required;

Southern Nuclear,

- (5) ~~SPC~~, pursuant to the Act and 10 CFR Parts 30, 40, and 70, to receive, possess, and use in amounts as required any byproduct, source or special nuclear material without restriction to chemical or physical form, for sample analysis or instrument calibration or associated with radioactive apparatus or components;

Southern Nuclear,

- (6) ~~SPC~~, pursuant to the Act and 10 CFR Parts 30, 40, and 70, to possess, but not separate, such byproduct and special nuclear materials as may be produced by the operation of Vogtle Electric Generating Plant, Units 1 and 2.

C. This license shall be deemed to contain and is subject to the conditions specified in the Commission's regulations set forth in 10 CFR Chapter I and is subject to all applicable provisions of the Act and to the rules, regulations, and orders of the Commission now or hereafter in effect, and is subject to the additional conditions specified or incorporated below.

(1) Maximum Power Level

Southern Nuclear

~~SPC~~ is authorized to operate the facility at reactor core power levels not in excess of 3565 megawatts thermal (100 percent power) in accordance with the conditions specified herein.

(2) Technical Specifications and Environmental Protection Plan

The Technical Specifications contained in Appendix A, as revised through Amendment No. ~~3~~ ⁴, and the Environmental Protection Plan contained in Appendix B, both of which are attached hereto, are hereby incorporated into this license.

Southern Nuclear

~~SPC~~ shall operate the facility in accordance with the Technical Specifications and the Environmental Protection Plan.



- D. The facility requires exemptions from certain requirements of 10 CFR Part 50 and 10 CFR Part 70. These include (a) an exemption from the requirements of 10 CFR 70.24 for two criticality monitors around the fuel storage area, (b) an exemption from the requirements of Paragraph III.D.2(b)(11) of Appendix J of 10 CFR Part 50, the testing of containment air locks at times when containment integrity is not required, and (c) an exemption from the schedule requirements of 10 CFR 50.33(k)(1) related to availability of funds for decommissioning the facility. The special circumstances regarding exemptions b and c are identified in Sections 6.2.6 and 22.5 of SSER 8, respectively.

An exemption was previously granted pursuant to 10 CFR 70.24. The exemption was granted with NRC materials license No. SKM-1981, issued July 13, 1988, and relieved GPC from the requirement of having a criticality alarm system. GPC ~~is~~ hereby exempted from the criticality alarm system provision of 10 CFR 70.24 so far as this section applies to the storage of fuel assemblies held under this license.

and Southern Nuclear are

These exemptions are authorized by law, will not present an undue risk to the public health and safety, and are consistent with the common defense and security. The exemptions in items b and c above are granted pursuant to 10 CFR 50.12. With these exemptions, the facility will operate, to the extent authorized herein, in conformity with the application, as amended, the provisions of the Act, and the rules and regulations of the Commission.

Southern Nuclear

- E. ~~GPC~~ shall fully implement and maintain in effect all provisions of the Commission-approved physical security, guard training and qualification, and safeguards contingency plans including amendments made pursuant to provisions of the Miscellaneous Amendments and Search Requirements revisions to 10 CFR 73.55 (51 FR 27817 and 27822) and to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The plans, which contain Safeguards Information protected under 10 CFR 73.21, are entitled: "Alvin W. Vogtle Nuclear Plant Physical Security Plan," with revisions submitted through July 11, 1988; "Alvin W. Vogtle Nuclear Plant Guard Training and Qualification Plan," with revisions submitted through January 15, 1988; and "Alvin W. Vogtle Nuclear Plant Safeguards Contingency Plan," with revisions submitted through January 6, 1988. Changes made in accordance with 10 CFR 73.55 shall be implemented in accordance with the schedule set forth therein.

See
Insert I

- F. GPC shall comply with the antitrust conditions delineated in Appendix C to this license.

Southern Nuclear

- G. ~~GPC~~ shall implement and maintain in effect all provisions of the approved fire protection program as described in the Final Safety Analysis Report for the facility, as approved in the SER (NUREG-1137) through Supplement 9 subject to the following provision:

Insert 1

The plans, which contain Safeguards Information protected under 10 CFR 73.21, are entitled: "Vogtle Electric Generating Plant Unit 1 and Unit 2 Physical Security and Contingency Plan," with revisions submitted through January 16, 1995 (Amendment 27); and "Vogtle Electric Generating Plant Guard Training and Qualification Plan," with revisions submitted through December 14, 1992 (Rev. 9).

Southern Nuclear

- 5 -

~~OPC~~ may make changes to the approved fire protection program without prior approval of the Commission, only if those changes would not adversely affect the ability to achieve and maintain safe shutdown in the event of a fire.

H. Reporting to the Commission

Southern Nuclear

Except as otherwise provided in the Technical Specifications or Environmental Protection Plan, ~~OPC~~ shall report any violations of the requirements contained in Section 2.C. of this license in the following manner: initial notification shall be made within twenty-four (24) hours to the NRC Operations Center via the Emergency Notification System with written follow-up within 30 days in accordance with the procedures described in 10 CFR 50.73(b), (c), and (e).

Owners

- I. The ~~Licensees~~ shall have and maintain financial protection of such type and in such amounts as the Commission shall require in accordance with Section 170 of the Atomic Energy Act of 1954, as amended, to cover public liability claims.
- J. This license is effective as of the date of issuance and shall expire at midnight on February 9, 2029.

FOR THE NUCLEAR REGULATORY COMMISSION

Thomas E. Murley
Thomas E. Murley, Director
Office of Nuclear Reactor Regulation

Enclosures:

1. Appendix A. - Technical Specifications
2. Appendix B - Environmental Protection Plan
3. Appendix C - Antitrust Conditions

Date of Issuance: March 31, 1989

Technical Specifications Changes
(Appendix A to the Operating Licenses)

INSTRUCTIONS FOR UPDATING DOCUMENT

Remove Page 1-4
Add Page 1-6

DEFINITIONS

SOLIDIFICATION

1.33 Deleted.

SOURCE CHECK

1.34 A SOURCE CHECK shall be the qualitative assessment of channel response when the channel sensor is exposed to a source of increased radioactivity.

STAGGERED TEST BASIS

1.35 A STAGGERED TEST BASIS shall consist of:

- a. A test schedule for n systems, subsystems, trains, or other designated components obtained by dividing the specified test interval into n equal subintervals, and
- b. The testing of one system, subsystem, train, or other designated component at the beginning of each subinterval.

THERMAL POWER

1.36 THERMAL POWER shall be the total reactor core heat transfer rate to the reactor coolant.

TRIP ACTUATING DEVICE OPERATIONAL TEST

1.37 A TRIP ACTUATING DEVICE OPERATIONAL TEST shall consist of operating the Trip Actuating Device and verifying OPERABILITY of alarm, interlock and/or trip functions. The TRIP ACTUATING DEVICE OPERATIONAL TEST shall include adjustment, as necessary, of the Trip Actuating Device such that it actuates at the required Setpoint within the required accuracy.

UNIDENTIFIED LEAKAGE

1.38 UNIDENTIFIED LEAKAGE shall be all leakage which is not IDENTIFIED LEAKAGE or CONTROLLED LEAKAGE.

UNRESTRICTED AREA

1.39 UNRESTRICTED AREA means an area, access to which is neither limited nor controlled by the licensee* or any area within the SITE BOUNDARY used for residential quarters or for industrial, commercial, institutional, and/or recreational purposes.

* The term "Licensee" when used in the Vogtle technical specifications shall refer to Southern Nuclear Operating Company.

Antitrust Conditions Changes
(Appendix C to the Operating Licenses)

INSTRUCTIONS FOR UPDATING DOCUMENT

Replace all Unit 1 marked pages

Replace all Unit 2 marked pages

Unit 1 License, Appendix C
Marked pages

Appendix C

Antitrust Conditions

The following antitrust conditions are hereby incorporated in Facility Operating License NPF-68:

(1) As used herein:

(a) "Entity" means any financially responsible person, private or public corporation, municipality, county, cooperative, association, joint stock association or business trust, owning, operating or proposing to own or operate equipment or facilities within the State of Georgia (other than Chatham, Effingham, Fannin, Towns and Union Counties) for the generation, transmission or distribution of electricity, provided that, except for municipalities, counties, or rural electric cooperatives, "entity" is restricted to those which are or will be public utilities under the laws of the State of Georgia or under the laws of the United States, and are or will be providing retail electric service under a contract or rate schedule on file with and subject to the regulation of the Public Service Commission of the State of Georgia or any regulatory agency of the United States, and, provided further, that as to municipalities, counties or rural electric cooperatives, "entity" is restricted to those which provide electricity to the public at retail within the State of Georgia (other than Chatham, Effingham, Fannin, Towns and Union Counties) or to responsible and legally qualified organizations of such municipalities, counties and/or cooperatives in the State of Georgia (other than Chatham, Effingham, Fannin, Towns and Union Counties) to the extent they may bind their members.

(b) "Power Company" means Georgia Power Company, any successor, assignee of this license, or assignee of all or substantially all of Georgia Power Company's assets, and any affiliate or subsidiary of Georgia Power Company to the extent it engages in the ownership of any bulk power supply generation or transmission resource in the State of Georgia (but specifically not including (1) flood rights and other land rights acquired in the State of Georgia incidental to hydroelectric generation facilities located in another state and (2) facilities located west of the thread of the stream on that part of the Chattahoochee River serving as the boundary between the States of Georgia and Alabama).

(2) ~~Licensee~~ ^{Power Company} recognizes that it is often in the public interest for those engaging in bulk power supply and purchases to interconnect, coordinate for reliability and economy, and engage in bulk power supply transactions in order to increase interconnected system reliability and reduce the costs of electric power. Such arrangements must provide for ~~Licensee's~~ ^{Power Company's} costs (including a reasonable return) in connection therewith and allow other participating entities full access to the benefits available from interconnected bulk power supply operations and must provide net benefits to ~~Licensee~~ ^{Power Company}. In entering into such arrangements neither ~~Licensee~~ ^{Power Company} nor any other participant should be required to violate the principles of sound engineering practice or forego a reasonably contemporaneous alternative arrangement with another, developed in good faith in arms length

Appendix C

Antitrust Conditions

The following antitrust conditions are hereby incorporated in Facility Operating License NPF-68:

(1) As used herein:

- (a) "Entity" means any financially responsible person, private or public corporation, municipality, county, cooperative, association, joint stock association or business trust, owning, operating or proposing to own or operate equipment or facilities within the State of Georgia (other than Chatham, Effingham, Fannin, Towns and Union Counties) for the generation, transmission or distribution of electricity, provided that, except for municipalities, counties, or rural electric cooperatives, "entity" is restricted to those which are or will be public utilities under the laws of the State of Georgia or under the laws of the United States, and are or will be providing retail electric service under a contract or rate schedule on file with and subject to the regulation of the Public Service Commission of the State of Georgia or any regulatory agency of the United States, and, provided further, that as to municipalities, counties or rural electric cooperatives, "entity" is restricted to those which provide electricity to the public at retail within the State of Georgia (other than Chatham, Effingham, Fannin, Towns and Union Counties) or to responsible and legally qualified organizations of such municipalities, counties and/or cooperatives in the State of Georgia (other than Chatham, Effingham, Fannin, Towns and Union Counties) to the extent they may bind their members.

- "Power Company"*
(b) "~~Licensee~~" means Georgia Power Company, any successor, assignee of this license, or assignee of all or substantially all of Georgia Power Company's assets, and any affiliate or subsidiary of Georgia Power Company to the extent it engages in the ownership of any bulk power supply generation or transmission resource in the State of Georgia (but specifically not including (1) flood rights and other land rights acquired in the State of Georgia incidental to hydroelectric generation facilities located in another state and (2) facilities located west of the thread of the stream on that part of the Chattahoochee River serving as the boundary between the States of Georgia and Alabama).

- Power Company*
(2) ~~Licensee~~ recognizes that it is often in the public interest for those engaging in bulk power supply and purchases to interconnect, coordinate for reliability and economy, and engage in bulk power supply transactions in order to increase interconnected system reliability and reduce the costs of electric power. Such arrangements must provide for ~~Licensee's~~ *Power Company's* costs (including a reasonable return) in connection therewith and allow other participating entities full access to the benefits available from interconnected bulk power supply operations and must provide net benefits ~~to Licensee~~. In entering into such arrangements neither ~~Licensee~~ nor any other participant should be required to violate the principles of ~~Licensee~~ *Power Company* sound engineering practice or forego a reasonably contemporaneous alternative arrangement with another, developed in good faith in arms length

Power Company

Power Company

Power
Company

Bower Company's

- Power Company's

Power Company

- Power Company

- Power Company
- (5) (a) Licensee shall transmit ("transmission service") bulk power over its system to any entity or entities with which it is interconnected, pursuant to rate schedules on file with the Federal Power Commission which will fully compensate Licensee for the use of its system, to the extent that such arrangements can be accommodated from a functional engineering standpoint and to the extent that Licensee has surplus line capacity or reasonably available funds to finance new construction for this purpose. To the extent the entity or entities are able, they shall reciprocally provide transmission service to Licensee. Transmission service will be provided under this subparagraph for the delivery of power to an entity for its or its members' consumption and retail distribution or for casual resale to another entity for (1) its consumption or (2) its retail distribution. Nothing contained herein shall require the Licensee to transmit bulk power so as to have the effect of making the Tennessee Valley Authority ("TVA") or its distributors, directly or indirectly, a source of power supply outside the area determined by the TVA Board of Directors by resolution of May 16, 1966 to be the area for which the TVA or its distributors were the primary source of power supply on July 1, 1957, the date specified in the Revenue Bond Act of 1959, 16 USC 831 n-4.
- (b) Licensee shall transmit over its system from any entity or entities with which it is interconnected pursuant to rate schedules on file with the Federal Power Commission which will fully compensate Licensee for the use of its system, bulk power which results from any such entity having excess capacity available from self-owned generating resources in the State of Georgia, to the extent such excess necessarily results for economic unit sizing or from failure to forecast load accurately or from such generating resources becoming operational earlier than the planned in-service date, to the extent that such arrangements can be accommodated from a functional engineering standpoint, and to the extent Licensee has surplus line capacity available.
- (6) Upon request, Licensee shall provide service to any entity purchasing partial requirements service, full requirements service or transmission service from Licensee at a delivery voltage appropriate for loads served by such entity, commensurate with Licensee's available transmission facilities. Sales of such service shall be made pursuant to rates on file with the Federal Power Commission or any successor regulatory agency, and subject to reasonable terms and conditions.
- Power Company's
- (7) Upon reasonable notice Licensee shall grant any entity the opportunity to purchase an appropriate share in the ownership of, or, at the option of the entity, to purchase an appropriate share of unit power from, each of the following nuclear generating units at Licensee's costs, to the extent the same are constructed and operated: Hatch 2, Vogtle 1, Vogtle 2, and any other nuclear generating unit constructed by Licensee in the State of Georgia which, in the application filed with the USAEC or its successor agency, is scheduled for commercial operation prior to January 1, 1989.
- Power Company

An entity's request for a share must have regard for the economic size of such nuclear unit(s), for the entity's load size, growth and characteristics, and for demands upon ~~licensee's~~ system from other entities and ~~licensee's~~ retail customers, all in accordance with sound engineering practice. Executory agreements to accomplish the foregoing shall contain provisions reasonably specified by ~~licensee~~ requiring the entity to consummate and pay for such purchase by an early date or dates certain. For purposes of this provision, "unit power" shall mean capacity and associated energy from a specified generating unit.

Power Company's

(9)

(8)

To effect the foregoing conditions, the following steps shall be taken:

Power Company

- (a) ~~Licensee~~ shall file with the appropriate regulatory authorities and thereafter maintain in force as needed an appropriate transmission tariff available to any entity;
- (b) ~~Licensee~~ shall file with the appropriate regulatory authorities and thereafter maintain in force as needed an appropriate partial requirements tariff available to any entity; ~~Licensee~~ shall have its liability limited to the partial requirements service actually contracted for and the entity shall be made responsible for the security of the bulk power supply resources acquired by the entity from sources other than the ~~Licensee~~;
- (c) ~~Licensee~~ shall amend the general terms and conditions of its current Federal Power Commission tariff and thereafter maintain in force as needed provisions to enable any entity to receive bulk power at transmission voltage at appropriate rates;
- (d) ~~Licensee~~ shall not have the unilateral right to defeat the intended access by each entity to alternative sources of bulk power supply provided by the conditions to this license; but ~~Licensee~~ shall retain the right to seek regulatory approval of changes in its tariffs to the end that it be adequately compensated for services it provides, specifically including, but not limited to, the provisions of Section 205 of the Federal Power Act;
- (e) ~~Licensee~~ shall use its best efforts to amend any outstanding contract to which it is a party that contains provisions which are inconsistent with the conditions of this license;
- (f) ~~Licensee~~ affirms that no consents are or will become necessary from ~~licensee's~~ parent, affiliates or subsidiaries to enable ~~Licensee~~ to carry out its obligations hereunder or to enable the entities to enjoy their rights hereunder;
- (g) All provisions of these conditions shall be subject to and implemented in accordance with the laws of the United States and of the State of Georgia, as applicable, and with rules, regulations and orders of agencies of both, as applicable.

Power Company's

(8) Southern Nuclear shall not market or broker power or energy from Vogtle Electric Generating Plant, Unit 1. Georgia Power Company shall continue to be responsible for compliance with the obligations imposed on it by the antitrust conditions contained in this Appendix C of the license. Georgia Power Company is responsible and accountable for the actions of Southern Nuclear, to the extent that Southern Nuclear's actions may, in any way, contravene the antitrust conditions of this Appendix C.

Unit 2 License, Appendix C
Marked pages

Appendix C

Antitrust Conditions

The following antitrust conditions are hereby incorporated in Facility Operating License NPF-81:

(1) As used herein:

- (a) "Entity" means any financially responsible person, private or public corporation, municipality, county, cooperative, association, joint stock association or business trust, owning, operating or proposing to own or operate equipment or facilities within the State of Georgia (other than Chatham, Effingham, Fannin, Towns and Union Counties) for the generation, transmission or distribution of electricity, provided that, except for municipalities, counties, or rural electric cooperatives, "entity" is restricted to those which are or will be public utilities under the laws of the State of Georgia or under the laws of the United States, and are or will be providing retail electric service under a contract or rate schedule on file with and subject to the regulation of the Public Service Commission of the State of Georgia or any regulatory agency of the United States, and provided further, that as to municipalities, counties or rural electric cooperatives, "entity" is restricted to those which provide electricity to the public at retail within the State of Georgia (other than Chatham, Effingham, Fannin, Towns and Union Counties) or to responsible and legally qualified organizations of such municipalities, counties and/or cooperatives in the State of Georgia (other than Chatham, Effingham, Fannin, Towns and Union Counties) to the extent they may bind their members.

"Power Company"

- (b) "Licensee" means Georgia Power Company, any successor, assignee of this license, or assignee of all or substantially all of Georgia Power Company's assets, and any affiliate or subsidiary of Georgia Power Company to the extent it engages in the ownership of any bulk power supply generation or transmission resource in the State of Georgia (but specifically not including (1) flood rights and other land rights acquired in the State of Georgia incidental to hydro-electric generation facilities located in another state and (2) facilities located west of the thread of the stream on that part of the Chattahoochee River serving as the boundary between the States of Georgia and Alabama).

Power Company

- (2) Licensee recognizes that it is often in the public interest for those engaging in bulk power supply and purchases to interconnect, coordinate for reliability and economy, and engage in bulk power supply transactions in order to increase interconnected system reliability and reduce the costs of electric power. Such arrangements must provide for Licensee's Power Company costs (including a reasonable return) in connection therewith and allow other participating entities full access to the benefits available from interconnected bulk power supply operations and must provide net benefits to Licensee. In entering into such arrangements neither Licensee nor any other participant should be required to violate the principles of sound engineering practice or forego a reasonably contemporaneous alternative arrangement with another, developed in good faith in arms length

Power Company

Power Company

negotiations (but not including arrangements between ^{Power Company} ~~Licensee~~ and its affiliates or subsidiaries which impair entities' rights hereunder more than they would be impaired were such arrangements made in good faith between ~~Licensee~~ and a non-affiliate or non-subsiary) which affords it greater benefits. Any such arrangement must provide for adequate notice and joint planning procedures consistent with sound engineering practice, and must relieve ~~Licensee~~ from obligations undertaken by it in the event such procedures are not followed by any participating entity.

^{Power Company} ~~Licensee~~ recognizes that each entity may acquire some or all of its bulk power supply from sources other than applicant. ^{Power Company}

In the implementation of the obligations stated in the succeeding paragraphs, ~~Licensee~~ and entities shall act in accordance with the foregoing principles, and these principles are conditions to each of ~~Licensee's~~ ^{Power Company} obligations herein undertaken. ^{Power Company}

^{Power Company} (3) ~~Licensee~~ shall interconnect with any entity which provides, or which has undertaken firm contractual obligations to provide, some or all of its bulk power supply from sources other than ~~Licensee~~ on terms to be included in an interconnection agreement which shall provide for appropriate allocation of the costs of interconnection facilities; provided, however, that if an entity undertakes to negotiate such a firm contractual obligation, the ~~Licensee~~ shall, in good faith, negotiate with such entity concerning any proposed interconnection. Such interconnection agreement shall provide, without undue preference or discrimination, for the following, among other things, insofar as consistent with the operating necessities of ~~Licensee's~~ ^{Power Company's} and any participating entity's systems:

- (a) maintenance and coordination of reserves, including, where appropriate, the purchase and sale thereof,
- (b) emergency support,
- (c) maintenance support,
- (d) economy energy exchanges,
- (e) purchase and sale of firm and non-firm capacity and energy,
- (f) economic dispatch of power resources within the State of Georgia,

provided, however, that in no event shall such arrangements impose a higher percentage of reserve requirements on the participating entity than that maintained by ~~Licensee~~ for similar resources. ^{Power Company}

- (4) ~~Licensee~~ shall sell full requirements power to any entity. ~~Licensee~~ shall sell partial requirements power to any entity. Such sales shall be made pursuant to rates on file with the Federal Power Commission, or any successor regulatory agency, and subject to reasonable terms and conditions.

Power
Company

- (5) (a) Licensee shall transmit ("transmission service") bulk power over its system to any entity or entities with which it is interconnected, pursuant to rate schedules on file with the Federal Power Commission which will fully compensate Licensee for the use of its system, to the extent that such arrangements can be accommodated from a functional engineering standpoint and to the extent that Licensee has surplus line capacity or reasonably available funds to finance new construction for this purpose. To the extent the entity or entities are able, they shall reciprocally provide transmission service to Licensee. Transmission service will be provided under this subparagraph for the delivery of power to an entity for its or its members' consumption and retail distribution or for casual resale to another entity for (1) its consumption or (2) its retail distribution. Nothing contained herein shall require the Licensee to transmit bulk power so as to have the effect of making the Tennessee Valley Authority ("TVA") or its distributors, directly or indirectly, a source of power supply outside the area determined by the TVA Board of Directors by resolution of May 16, 1966 to be the area for which the TVA or its distributors were the primary source of power supply on July 1, 1957, the date specified in the Revenue Bond Act of 1959, 16 USC 831 n-4.
- (b) Licensee shall transmit over its system from any entity or entities with which it is interconnected, pursuant to rate schedules on file with the Federal Power Commission which will fully compensate Licensee for the use of its system, bulk power which results from any such entity having excess capacity available from self-owned generating resources in the State of Georgia, to the extent such excess necessarily results from economic unit sizing or from failure to forecast load accurately or from such generating resources becoming operational earlier than the planned in-service date, to the extent that such arrangements can be accommodated from a functional engineering standpoint, and to the extent Licensee has surplus line capacity available.
- (6) Upon request, Licensee shall provide service to any entity purchasing partial requirements service, full requirements service or transmission service from Licensee at a delivery voltage appropriate for loads served by such entity, commensurate with Licensee's available transmission facilities. Sales of such service shall be made pursuant to rates on file with the Federal Power Commission or any successor regulatory agency, and subject to reasonable terms and conditions.
- (7) Upon reasonable notice Licensee shall grant any entity the opportunity to purchase an appropriate share in the ownership of, or, at the option of the entity, to purchase an appropriate share of unit power from, each of the following nuclear generating units at Licensee's costs, to the extent the same are constructed and operated: Hatch 2, Vogtle 1, Vogtle 2, and any other nuclear generating unit constructed by Licensee in the State of Georgia which, in the application filed with the USAEC or its successor agency, is scheduled for commercial operation prior to January 1, 1969.

Power Company

Power Company's

Power
Company

An entity's request for a share must have regard for the economic size of such nuclear unit(s), for the entity's load size, growth and characteristics, and for demands upon ~~licensee's~~ system from other entities and ~~licensee's~~ retail customers, all in accordance with sound engineering practice. Executory agreements to accomplish the foregoing shall contain provisions reasonably specified by ~~licensee~~ requiring the entity to consummate and pay for such purchase by an early date or dates certain. For purposes of this provision, "unit power" shall mean capacity and associated energy from a specified generating unit.

(9) To effect the foregoing conditions, the following steps shall be taken:

- (a) ~~Licensee~~ shall file with the appropriate regulatory authorities and thereafter maintain in force as needed an appropriate transmission tariff available to any entity;
- (b) ~~Licensee~~ shall file with the appropriate regulatory authorities and thereafter maintain in force as needed an appropriate partial requirements tariff available to any entity; ~~Licensee~~ shall have its liability limited to the partial requirements service actually contracted for and the entity shall be made responsible for the security of the bulk power supply resources acquired by the entity from sources other than the ~~Licensee~~;
- (c) ~~Licensee~~ shall amend the general terms and conditions of its current Federal Power Commission tariff and thereafter maintain in force as needed provisions to enable any entity to receive bulk power at transmission voltage at appropriate rates;
- (d) ~~Licensee~~ shall not have the unilateral right to defeat the intended access by each entity to alternative sources of bulk power supply provided by the conditions to this license; but ~~Licensee~~ shall retain the right to seek regulatory approval of changes in its tariffs to the end that it be adequately compensated for services it provides, specifically including, but not limited to, the provisions of Section 205 of the Federal Power Act;
- (e) ~~Licensee~~ shall use its best efforts to amend any outstanding contract to which it is a party that contains provisions which are inconsistent with the conditions of this license;
- (f) ~~Licensee~~ affirms that no consents are or will become necessary from ~~licensee's~~ parent, affiliates or subsidiaries to enable ~~Licensee~~ to carry out its obligations hereunder or to enable the entities to enjoy their rights hereunder;
- (g) All provisions of these conditions shall be subject to and implemented in accordance with the laws of the United States and of the State of Georgia, as applicable, and with rules, regulations and orders of agencies of both, as applicable.

(8) Southern Nuclear shall not market or broker power or energy from Vogtle Electric Generating Plant, Unit 2. Georgia Power Company shall continue to be responsible for compliance with the obligations imposed on it by the antitrust conditions contained in this Appendix C of the license. Georgia Power Company is responsible and accountable for the actions of Southern Nuclear, to the extent that Southern Nuclear's actions may, in any way, contravene the antitrust conditions of this Appendix C.