

UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION

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PUBLIC MEETING WITH MAINE YANKEE TO DISCUSS  
ISSUES RELATED TO RELAP5YA

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TUESDAY,

JULY 30, 1996

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ROCKVILLE, MARYLAND

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The Public Meeting was held in Room 12B-11,  
One White Flint, Rockville, Maryland at 10:00 a.m.

PRESENT:

ED TROTTIER

W.T. RUSSELL

JOHN ZWOLINSKI

ROBERT C. JONES

JACK E. ROSENTHAL

JOHN KOPECK

JOSEPH TAPIA

1 UTILITY:

2 C.D. FRIZZLE

3 G.D. WHITTIER

4 MARY ANN LYNCH

5

6 ALSO PRESENT:

7 VICTOR H. RANSOM

8 ULDIS VANAGS

9 DAVID STELLFOX

10 JAMIE NORINS

11 TROYE JENKINS

12 PAMELA NEWMAN

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P-R-O-C-E-E-D-I-N-G-S

(10:36 a.m.)

MR. TROTTIER: The utility asked for this meeting -- requested this meeting today to discuss RELAP5YA issues. We have scheduled it from now until noon. The meeting is being transcribed, as you see. The transcription will be made publicly available at the earliest possible opportunity. That should be within about seven working days.

If anybody has any quick questions, ask them, please, now. Otherwise, I'm going to go ahead and --

MR. RUSSELL: One comment as it relates to the ground rules of the meeting. That is, there are still matters which are under formal investigation, and while it's appropriate to look at lessons learned as it relates to corrective action, vis-a-vis future activity, there will be no comment on issues that relate to matters that are currently under investigation.

MR. FRIZZLE: That's understandable.

MR. RUSSELL: While we're discussing issues, the current review that's under way is not a RELAP5YA review. It's the Siemens review, etc. But there may be implications from the standpoint of internal procedures or processing. In the discussion I had with you on the phone, that was the focus for today's meeting.

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1 MR. FRIZZLE: That's absolutely correct.

2 MR. RUSSELL: Okay.

3 MR. TROTTIER: Okay, and that does it for the  
4 introduction.

5 MR. ZWOLINSKI: Ed, very quickly, can we get  
6 around the room and everyone introduce themselves?

7 MR. FRIZZLE: I'm Charlie Frizzle, President  
8 and Chief Executive Officer at Maine Yankee Atomic Power  
9 Company.

10 MR. WHITTIER: I'm Doug Whittier, Vice  
11 President of Licensing and Engineering, Maine Yankee.

12 MR. RUSSELL: Bill Russell, Director of NRR.

13 MR. ZWOLINSKI: John Zwolinski, Deputy  
14 Director, Division of Reactor Projects.

15 MR. JONES: Bob Jones, Acting Deputy Director,  
16 Division of System Safety Analysis.

17 MR. ROSENTHAL: Jack Rosenthal, AEOD.

18 MR. FRIZZLE: Okay, as we indicated, the  
19 purpose of this meeting is to discuss Maine Yankee lessons  
20 learned and improvement initiatives related to the so  
21 called RELAP5YA issue. We are not here to discuss  
22 RELAP5YA. Anyone that is here to learn something about  
23 RELAP5YA at least from a technical standpoint isn't going  
24 to learn anything about it from me this morning.

25 We're here to talk about lessons that we have

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1 learned as a result of our inspections and investigations  
2 regarding RELAP5YA, particularly management lessons, and  
3 what we intend to do in the future to avoid this same kind  
4 of circumstance again.

5 By way of agenda, we're going to talk very  
6 briefly about the lessons learned, at least the major  
7 categories within which we have learned lessons. We want  
8 to spend most of the morning talking about the initiatives  
9 that we will put in place to address these lessons  
10 learned. And the focus for those initiatives will be Doug  
11 Whittier, the Vice President of Licensing and Engineering  
12 for Maine Yankee.

13 And I'll be back up again at the end to  
14 provide some very brief remarks and conclusions. Maine  
15 Yankee has conducted several assessments related to the  
16 programmatic and management aspects of the whole RELAP5YA  
17 incident. We initially -- immediately upon receipt of the  
18 allegation letter put together a response team to  
19 investigate the circumstances.

20 That response team's work was independently  
21 reviewed by an independent review team -- people within  
22 our -- again within our house, but people that had no  
23 vested interest whatever in RELAP5YA. And finally, we put  
24 together a RELAP5YA self assessment report to gather up  
25 our lessons learned and make recommendations for what we

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1 intended to do in the future.

2           We learned an awful lot from these  
3 investigations. There's an awful lot of things that we  
4 flat did wrong, could have managed better, should have  
5 managed better. And it's the intent of these lessons  
6 learned and our initiatives as we go down the road to make  
7 darn sure we do things better in the future in this area.

8           In contrast to these other investigations, the  
9 almost infamous now Morgan, Lewis & Bockius report, I want  
10 to emphasize, focused on the very narrow issue of criminal  
11 wrongdoing. That's all that report was intended to  
12 address. That's all it did address. And it has no  
13 bearing essentially on what we put together to respond to  
14 the RELAP5YA issue.

15           That was intended purely to focus on the  
16 criminal wrongdoing aspects that were alleged in the  
17 allegation letter, and that's all.

18           As I indicated, we've identified a number of  
19 lessons learned based on these various assessments. The  
20 lessons learned fall into four general areas -- the  
21 interface between Maine Yankee Atomic Power Company and  
22 Yankee Atomic Electric Company. We recognize that  
23 throughout the whole development of that RELAP5YA  
24 incident, there were problems at the interface between our  
25 two companies.

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7  
1           You will hear this morning later on from --  
2 well, later on from myself, and then following up on that  
3 will be Doug Whittier -- how we intend to improve that  
4 interface to avoid these problems down the road.

5           Communications with the Nuclear Regulatory  
6 Commission were not nearly as tightly controlled as they  
7 should have been throughout this process, and we have some  
8 significant improvements in place in that regard. Control  
9 of our licensing basis is an area that we need to address.  
10 And finally, management issues.

11           As I indicated, Doug Whittier will go into the  
12 areas of improvement that address these four general  
13 categories. Before I turn it over to Doug, however, I  
14 want to introduce one -- excuse me.

15           MR. RUSSELL: Could you -- on the  
16 communication with NRC issue, there are formal  
17 requirements for reporting and formal vehicles for written  
18 notifications, interactions. There are also what I will  
19 characterize are informal communications that are needed -  
20 - pick up the telephone, talk about the status of review  
21 and what's going on. The scope of what you're talking  
22 about addresses both?

23           MR. FRIZZLE: Both, yes. We've learned that  
24 we need to tighten up our formal communications, number  
25 one. Also, we've learned that -- with respect to informal

1 communications, especially when they result in changes to  
2 commitments, we need to document those informal  
3 communications so that both sides agree as to exactly what  
4 the result of that communication was.

5           As I indicated, before I turn this over to  
6 Doug, I want to address one relatively significant change  
7 that has gone into effect, as a matter of fact, in just  
8 the last couple of days. And it has to do with the manner  
9 in which Maine Yankee is organized, structured, especially  
10 in terms of its relationship to Yankee Nuclear Services  
11 Division, or Yankee Atomic Electric Company.

12           This is the organizational chart as it existed  
13 up until a few days ago. You'll notice it shows a direct  
14 officer level link between myself and Andy Kadak at Yankee  
15 Atomic Electric Company. Just a little bit of history  
16 here so that people understand how this organizational  
17 chart evolved. Prior to 1980, Yankee Atomic Electric  
18 Company operated Maine Yankee.

19           Maine Yankee has always held the license.  
20 Maine Yankee has always been the licensee. Put Yankee  
21 Atomic Electric Company actually operated the plant up  
22 until about 1980. At that point in time, what we now call  
23 our Vice President of Operations was called Operations  
24 Manager, and that individual physically resided in  
25 Massachusetts and was a Yankee Atomic Electric Company

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1 employee.

2           They actually operated the plant. Around  
3 1980, the owners decided that we had to do one of two  
4 things. Either transfer the licensee to Yankee Atomic  
5 since they were running the plant, or take over  
6 responsibility for our own operations. And we did the  
7 latter. We took over responsibility for our own  
8 operations. I was the first manager of operations who was  
9 not a Yankee Atomic Electric Company employee.

10           I was an employee of Maine Yankee Atomic Power  
11 Company. Later we evolved into a vice president of  
12 operations situation similar to what we have shown on this  
13 chart. At that point in time, in 1980 when we made the  
14 change with respect to who was responsible for operating  
15 the plant, in discussions with the regulator at the time,  
16 we sensed a fairly significant level of nervousness with  
17 respect to Maine Yankee taking over responsibility for its  
18 own operations.

19           Yankee Atomic Electric Company had operated  
20 the Rowe Plant for 20 years very successfully. Very  
21 respected operator. And there was concern that we were  
22 "divorcing" ourselves from this very strong operator with  
23 a long and successful track record. There were concerns  
24 that we were separating too far from Yankee. So the  
25 decision was made to leave Yankee Atomic Electric Company

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1 in a corporate position.

2 The senior officer at Yankee Atomic Electric  
3 Company, their President, was our Vice President, Nuclear  
4 Services. And it has remained that way until just last  
5 week. The problem with this is that it creates confusion  
6 both for ourselves within the licensing and engineering  
7 branch, and within Yankee. Who is ultimately responsible  
8 for the technical work that's being done by Yankee --  
9 being done on our behalf?

10 Ultimately we're responsible. There's just no  
11 doubt about that or should be no doubt about that. But  
12 this dual reporting line creates confusion as to where the  
13 responsibility lies. That confusion shouldn't exist.

14 MR. RUSSELL: Charlie, that's not unique to  
15 Maine Yankee. There are a number of facilities that have  
16 contract relationships with other firms to provide  
17 services. There have been cases where we've had  
18 contractor employees working within the organization under  
19 contract, and then it generally is a function of the terms  
20 and conditions of the contract --

21 MR. FRIZZLE: Right.

22 MR. RUSSELL: -- that describe the reporting  
23 relationships, the responsibilities. So the issue is more  
24 one of how it's implemented and executed, and I recognize  
25 that it certainly clears up the lines of communications to

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1 have them all report directly to the same group that's  
2 cutting the paychecks. But it's also the case that we  
3 have several others that have done this successfully, and  
4 there have been performance in the past where it's been  
5 done successfully.

6 So when we look at the technical  
7 qualifications to operate, which you were talking about  
8 back in the 1980 time frame, there could be concerns both  
9 within the context of operating experience and also in the  
10 context of maintaining access to design information.

11 MR. FRIZZLE: Right.

12 MR. RUSSELL: And as you're aware, we imposed  
13 requirements following the Salem ATWS event in 1982-83  
14 time frame to require, in fact, close coupling between the  
15 principal vendors who were involved in supplying  
16 equipment, supply services such that that information was  
17 maintained current as a part of the access to technical  
18 information related to operations.

19 MR. FRIZZLE: Right.

20 MR. RUSSELL: And there are -- all I'm  
21 commenting on is that there are a number of contract  
22 relationships. There are even cases where -- from other  
23 organizations such as INPO come in and operate for up to  
24 two year period of time where they're still an employee of  
25 INPO but they're functioning in that position. It just

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1 has to be clear that the duties and responsibility flow to  
2 the organization, not necessarily the double-hatted  
3 situation.

4 So, while Andy Kadak was President of Yankee  
5 Atomic, he was also Vice President of Nuclear Services in  
6 your organization -- double-hatted.

7 MR. FRIZZLE: That's right, that's right.  
8 Over the years, since 1980, the real working relationship  
9 between Yankee and Maine Yankee has evolved to this level  
10 here -- the project manager who works very closely with  
11 Doug Whittier. That's how the relationship has evolved.  
12 The reorganization that we just implemented last week  
13 simply reflects the way things work today.

14 We no longer have a separate officer, Vice  
15 President, Nuclear Services. Doug Whittier is the Vice  
16 President, Licensing and Engineering; and he is  
17 responsible for all of the engineering and technical work  
18 that's done on Maine Yankee's behalf, including that which  
19 is done by YNSD. We're not taking any work away from  
20 YNSD. We'll have just as much work done there as we  
21 always have in the past.

22 But it's very clear how the responsibility  
23 lies at this point in time, and that's the way we want it.

24 MR. RUSSELL: This is different than  
25 contracting engineering services to an architect engineer.

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1 These are actually considered your employees?

2 MR. FRIZZLE: Yes and no. There's a -- from a  
3 business standpoint, Yankee is not a contractor because  
4 we enjoy a non-profit relationship with them. We are a  
5 sponsor of Yankee. So they -- in the business world, they  
6 can't be called a contractor. We are a sponsor of that  
7 company. The ownership of Yankee is the ownership of  
8 Maine Yankee -- same owners.

9 Different proportions, but roughly the same  
10 owners. We enjoy a sponsor relationship for that company.  
11 But the way the work is managed on a day to day basis, and  
12 Doug is going to get more deeply into this, is going to  
13 look an awfully lot more like the relationship with the a  
14 contractor.

15 MR. RUSSELL: So this is similar to some of  
16 the things that are going on now in support services for  
17 plants where you have several licensees get together --

18 MR. FRIZZLE: Buy a service company, yeah.

19 MR. RUSSELL: -- entity, or buy an entity to  
20 provide service, whether it be in spare parts procurement  
21 or security services, etc.?

22 MR. FRIZZLE: This will look very much like  
23 that. But --

24 MR. RUSSELL: And -- share based upon your  
25 percentage ownership in the company, and so in that

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1 context it's not a contractor; it's a pooling resources --

2 MR. FRIZZLE: Right.

3 MR. RUSSELL: How you manage the work is done  
4 through a projects organization.

5 MR. FRIZZLE: Right, right. And that's very  
6 much the way this is going to function. But the reason we  
7 have gone to this depiction on our organization chart is  
8 that it makes the lines of responsibility very clear and  
9 very direct.

10 MR. ZWOLINSKI: Are you going to get into the  
11 details, Doug?

12 MR. FRIZZLE: Yes, Doug is going to get into  
13 more details as to how we manage at the functional  
14 interface. And with that lead in, I'll turn it over to  
15 Doug Whittier and we'll get into that. By the way, I have  
16 copies of these slides. Not enough, but some.

17 MR. TROTTIER: Those will be attached -- for  
18 everyone interested, those will be attached to the meeting  
19 summary and the transcript. So you'll get to see these  
20 when we publish it.

21 MR. RUSSELL: I can see one area that could be  
22 a complication from a formal reporting relationship. That  
23 is, if you're contracting for services and it's safety  
24 related services in which in here design and review is a  
25 safety related service, that activity falls within the

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1 scope of 10 CFR Part 21 and imposes requirements on the  
2 contractor.

3           And the officer is -- the responsible officer  
4 of the contractor is to do necessary evaluations and  
5 determine reportable -- but at the same time, it provides  
6 an option for them to inform the licensee who procured the  
7 services of a problem. And if they're satisfied that that  
8 reporting is completed, it relieves them of any obligation  
9 to report directly to the NRC.

10           But it does mean that you have to be quite  
11 careful in how you specify evaluation and how issues  
12 related to defects and failures to comply, as those words  
13 of art are used, in 10 CFR 21 are in fact implemented  
14 where you have not a contractual relationship, but a  
15 shared ownership relationship.

16           MR. FRIZZLE: We recognize that.

17           MR. WHITTIER: Thanks, Charlie. As Charlie  
18 indicated, I'm going to be talking about primarily various  
19 improvement going forward. These -- I'll be talking about  
20 steps that we have taken already and steps that we're  
21 still trying to take in this area. I'd like to talk more  
22 first about the Maine Yankee/Yankee interface.

23           As Charlie alluded to, we are looking at  
24 managing the interface along functional lines. And I have  
25 a plan under development for improving the management of

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1 the interface. And that plan's in draft, and I expect to  
2 have it issued internally within the next couple of weeks.  
3 And what I'm going to be talking about is some of the high  
4 points in that plan.

5 And the first is to move or complete the  
6 transition to management of the interface along functional  
7 lines. And let me talk a little bit more about what I  
8 mean there. I'm going to show you another organizational  
9 chart. This shows what Charlie depicted, expect a little  
10 bit more detail -- basically a level below, Pete Anderson.  
11 And it shows down into my direct reports. And this is  
12 labeled functional relationship because this is in fact  
13 the way we found ourselves working for the most part even  
14 before the most recent reorganization.

15 And what it shows is most of the functional  
16 areas of support that Yankee provides us technical  
17 services in. And what I've been doing over the last  
18 couple of years is aligning my staff -- and these are  
19 Maine Yankee employees now -- in a similar area. And  
20 moving toward a situation where I can point to a Maine  
21 Yankee manager or section head who would have in essence  
22 line responsibility for these services from Yankee and  
23 responsibility for managing the interface.

24 And this alignment as I've shown here -- so I  
25 can point to the manager of corporate engineering, and

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1 clearly stated, that individual -- you're responsible for  
2 basically management oversight of Yankee engineering  
3 services. And that's pretty well happening right now and  
4 just needs a little bit more refinement.

5           Down here in this licensing and engineering  
6 support department, I have several sections that interface  
7 with Yankee -- point to the nuclear engineering group.  
8 And nuclear engineering group lines up with the nuclear  
9 engineering group at Yankee. And I've gone to Dave  
10 Boyton, who is the section head of that group, and said  
11 you're responsible. You're responsible for complete  
12 oversight of Yankee Nuclear Engineering Services.

13           Now in the past, Dave had provided oversight  
14 of some of the nuclear engineering services, primarily in  
15 the core design and safety analysis as associated with  
16 design of a specific core. But he did not provide  
17 oversight of safety analysis activities in general and did  
18 not provide oversight of the -- for example, the treat  
19 analysis that's done in support of the EOP's.

20           The treat work basically went directly from  
21 the operations side of the house directly over into  
22 nuclear engineering. That's the way that interface  
23 worked. And personally, I'm not comfortable with that. I  
24 would prefer -- I think it's going to work better if I can  
25 point to a Maine Yankee nuclear engineering person to say

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1 you're responsible for managing that work that Yankee's  
2 doing and also making sure that you interface back with  
3 the operating side of the house.

4           So in essence, we're setting ourselves up in  
5 engineering -- Maine Yankee engineering to be, if you  
6 will, a conduit between the Yankee services and the folks  
7 that operate the plant. There has been some tendency in  
8 the past -- I know Graham Leitch complained to me that he  
9 occasionally feels that he's dealing with two engineering  
10 organizations because he'll hear from the Yankee  
11 organization and he'll hear from us.

12           But the way I'm aligning this is we will speak  
13 with a common voice at that point -- all the engineering  
14 services through myself, as Charlie indicated. So that's  
15 a concept. In order to affect that, particularly in the  
16 nuclear engineering area, we intend to add staff. As I  
17 look at the interface and look at this concept, we are  
18 pretty well lined up in the engineering area to accomplish  
19 this.

20           And the other areas, again, as I look at  
21 nuclear engineering, the majority of the -- we have a  
22 relatively small staff in nuclear engineering. Yankee has  
23 a relatively large staff. And I believe if we're going to  
24 be effective in providing management oversight of Yankee,  
25 I'm going to have to add staff to my own nuclear

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1 engineering section.

2 And Charlie has given me the go ahead to do  
3 that, and I hope to have people on -- hired by the end of  
4 this year to do that.

5 MR. RUSSELL: Doug, what you've described  
6 sounds to me that the nuclear engineering that you had was  
7 mainly reactor engineering looking at core design,  
8 reloads, fuel cycle optimization, those kinds of issues  
9 which are directly tied to procurement of fuel, dealing  
10 with fuel vendors, etc.

11 MR. WHITTIER: That is right.

12 MR. RUSSELL: And yet, the area where there is  
13 -- and you use the example -- the heavy interface with  
14 safety analysis as it relates to emergency operating  
15 procedures, and in fact the generic safety evaluations  
16 that were done to support the emergency operating  
17 procedures with respect to a complete understanding of  
18 those so if there are needed plant specific differences,  
19 if those differences are reviewed, determined to be  
20 acceptable, that's a safety analysis review, not  
21 necessarily an operations review.

22 It may result in operational constraints that  
23 you then have to train -- modify in your procedures. But  
24 the underlying analysis that says that's the right thing  
25 to do sounds like what you described is operations working

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1 directly with Yankee Atomic.

2 MR. WHITTIER: That's the way it was. That's  
3 exactly the way it was. And again, as I look at that, I'm  
4 not comfortable with it. And that's the area that -- that  
5 probably needs the most change.

6 MR. RUSSELL: That parallel also applies then  
7 to code work and other aspects of safety analysis because  
8 the EOP's are principally based upon code analysis of how  
9 the plant would respond under certain challenges.

10 MR. FRIZZLE: Those are basically the two  
11 areas where Doug has decided he needs more help in the  
12 engineering department. He'll get it.

13 MR. RUSSELL: Okay.

14 MR. WHITTIER: The next step --

15 MR. RUSSELL: Could you describe what's the  
16 role then of the -- back to your organizational chart, you  
17 showed a section that had what I'll call reactor  
18 engineering rather than nuclear engineering. But you also  
19 had licensing, which is the interface with us. So you  
20 basically had a licensing staff interfacing with Yankee  
21 Atomic and interfacing with operations as it relates to  
22 matters that are currently under review.

23 MR. WHITTIER: Yeah, let me put the other org.  
24 chart on.

25 MR. RUSSELL: I'm trying to understand the --

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1 MR. WHITTIER: When I reflect back -- you said  
2 you don't want us to reflect back much.

3 MR. RUSSELL: That's why I used examples other  
4 than the one that's the issue of concern. You picked  
5 EOP's. If you want to use a different one, choose it.  
6 I'm trying to understand the interfaces.

7 MR. WHITTIER: Let me describe the way -- the  
8 way the EOP interface worked was directly between  
9 operations and Yankee Nuclear Engineering. That's the way  
10 that interface worked in the past. Now the way the --  
11 some of the interfaces worked where licensing was involved  
12 where there was a licensing activity that involved Yankee  
13 safety analysis worked -- the way that communication  
14 flowed was a communication would typically go from this  
15 group -- nuclear engineering group within Yankee -- up to  
16 the project manager -- management office within Yankee.

17 And then typically over to the licensing group  
18 within Maine Yankee. And then it would go to the NRC.  
19 And if you've ever played the childhood game of sitting  
20 around a room and somebody whispers in somebody's ear and  
21 you see what comes out the other end, there is a potential  
22 for -- with those number of interfaces to have information  
23 lost or understanding lost as you go from one to the next.

24 So my belief is that if I tighten up this  
25 connection, right here so that we make sure that Maine

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1 Yankee people have good, solid understanding of the work  
2 that's being done here, I'm always going to have an  
3 interface. So I have to manage this interface for these  
4 folks to physically sit right next to each other.

5           And then I'll have the interface, of course,  
6 between you and the -- between ourselves and you folks.  
7 And I'm going to talk a little bit more about  
8 communications with the NRC. But the other thing, since  
9 I'm on this track, is I have directed our licensing people  
10 to make sure that when we're getting into matters of some  
11 technical import, that we make sure that we have technical  
12 staff that's party to those conversations on our side and  
13 encourage you folks to do the same thing.

14           I just think that aids in understanding.

15           MR. RUSSELL: Who on the organizational chart  
16 is charged with the responsibility of maintaining the  
17 design basis of the facility?

18           MR. WHITTIER: The design basis -- this  
19 individual right here, manager of corporate engineering.  
20 Now part of -- I'm getting a little bit ahead of myself,  
21 but part of what we're doing is really on the next -- if I  
22 can take the slide off and go back to here, one of the  
23 things we're doing is clarifying responsibility. Because  
24 what Charlie described was an evolving relationship  
25 between ourselves and Yankee.

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1                   And this evolved over time. And quite  
2 frankly, it's changed over time. And as you might  
3 imagine, when that happens and you all of the sudden stop  
4 and you ask yourself okay who's responsible for this and  
5 who's responsible for that, you get lack of clarity. You  
6 get different answers from different people.

7                   And that, quite frankly, isn't acceptable. So  
8 one of the steps we're doing is at each of these  
9 functional interfaces is to make sure there's clarity of  
10 understanding as to who's responsible for what. Earlier  
11 this year we had started a process, and we've been side  
12 tracked a bit because of ongoing inspection activities.  
13 But we started a process of listing all of the tasks, if  
14 you will, or functions or responsibilities within  
15 engineering -- Maine Yankee engineering and Yankee  
16 engineering -- listing them all.

17                   And then -- we've gotten that far. And the  
18 next step would be to assign who's got the responsibility  
19 for each and every one of those. And sometimes it's dual  
20 responsibility. For example, for a program, EQ program,  
21 you might have one group that's responsible for the  
22 development, maintenance of the program; and you might  
23 have another group that's responsible for implementing it  
24 in the field.

25                   And we will make that distinction. But I hope

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1 to finish that type of activity by the end of the year --  
2 is to finish going through each and every task and making  
3 sure there's clarify of understanding as to who in our  
4 organization is responsible. We have -- earlier this year  
5 I issued a couple of memos to Yankee on this point.

6           There seemed to be some confusion in the  
7 licensing area. There seemed to be some confusion whether  
8 or not, for example, the Yankee safety analysis people had  
9 responsibility for making sure their work met all legal  
10 requirements. And I made it very clear that anybody  
11 that's providing technical services, whether it's our own  
12 people or Yankee, is responsible for making sure that the  
13 work that they do meets applicable regulatory  
14 requirements, guidance, license conditions and the like.

15           As you know, the detailed requirements  
16 associated with LOCA are simply too intensive to expect a  
17 licensing individual to catch those or for a licensing  
18 individual to tell an analyst each and every thing that he  
19 or she must do in order to be in compliance. And again, I  
20 sense a little bit of confusion, at least with some  
21 people. And so, we've clarified that.

22           And the other memo clarified responsibility  
23 for reporting. There was questions about Yankee's  
24 responsibility and our -- Maine Yankee's responsibility,  
25 vis-a-vis reporting -- for example, 50.46 and other

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1 issues. And I made it clear that we, Maine Yankee, are  
2 responsible for issuing a report to the NRC. But it's  
3 Yankee's responsibility to clearly bring to our attention  
4 anything that they believe might be reportable so that we  
5 can screen it, and as appropriate, notify you folks.

6 Another step that's in this plan is to ensure  
7 that at each of these interfaces that the procedures mesh  
8 with each other. They're not inconsistent, they flow well  
9 together. And short of dictating that Yankee has to use  
10 Maine Yankee's procedures in that case but that needs to  
11 be a consideration. We need to complete that evaluation  
12 and make necessary changes.

13 Again, I hope to have this done by the end of  
14 the year. Commitment tracking -- in the past, --

15 MR. RUSSELL: Can we go back to --

16 MR. WHITTIER: Sure.

17 MR. RUSSELL: -- a related question?

18 MR. WHITTIER: Sure.

19 MR. RUSSELL: Yankee Atomic has a quality  
20 assurance plan that's been filed with the NRC. It's been  
21 reviewed, approved. Processes exist for making changes to  
22 it.

23 MR. WHITTIER: That's right.

24 MR. RUSSELL: Maine Yankee has a quality  
25 assurance plan that governs conduct of activities.

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1 MR. WHITTIER: Yes.

2 MR. RUSSELL: Does your review include looking  
3 at, for example, potential differences between those two  
4 to see whether they are in fact either consistent with  
5 each other at achieving the objective or whether there's a  
6 potential based upon the way you're structured and  
7 organized for doing things in Maine as compared to what  
8 they're doing that there may be something missed as a  
9 result of having two different procedures as well as two  
10 different organizational structures?

11 MR. WHITTIER: It will in the future. I have  
12 asked -- despite of this functional alignment that I  
13 talked about, I didn't specifically talk about QA; but the  
14 functional alignment applies there also. And I've asked  
15 the -- our manager, Maine Yankee's manager of quality  
16 assurance -- I've asked him to take responsibility of  
17 quality assurance oversight of not only Maine Yankee  
18 activities, but Yankee activities that are performed for  
19 Maine Yankee and the interface.

20 As we all know, interfaces are typically the  
21 way you find problems. Now I've asked him from a  
22 programmatic standpoint to make sure that he personally is  
23 comfortable with the quality oversight of that entire  
24 area. In the past, I believe he would have said his area  
25 of responsibility was simply the Maine Yankee piece, and

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1 we tended to rely on Yankee -- the Yankee program for the  
2 Yankee piece.

3           And again, with a functional area of  
4 responsibility concept, I want to be able to go to the QA  
5 manager and say you're responsible for corporate level  
6 oversight of that entire package. And so that's a model  
7 for the future.

8           MR. FRIZZLE: One of the lessons learned  
9 coming out of this, Bill, was that we had probably become  
10 too reliant of the fact that Yankee had a "NRC approved QA  
11 program." And it's a very good program, no doubt about  
12 it. But we had never inspected the interfaces carefully,  
13 never done much to make sure our program was integrated  
14 with theirs. They both made sense, etc.

15           We're going to be significantly increasing our  
16 oversight of the Yankee QA program, at least with respect  
17 to work done on Maine Yankee's behalf.

18           MR. RUSSELL: And there are things that are  
19 done to provide controls on the quality of the product  
20 that's being delivered -- independent checks, sign offs,  
21 etc., hold points in review process if it's  
22 proceduralized. There's also the quality assurance  
23 activity as it relates to self assessment and oversight  
24 and the quality assurance activity supporting one.

25           Typically it reports at a relatively high

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1 level in the organization, and it's typical that there is  
2 a plan to assess areas based upon interaction back and  
3 forth with line and others, as well as independently going  
4 into ferret out whether there are problems or not. And  
5 taking -- based upon your comments that you're looking at  
6 the latter -- that is, to what would be the oversight type  
7 activities, the audits, the reviews, to determine whether  
8 the programs are in fact implemented appropriately,  
9 problems are properly dispositioned, etc.

10 MR. FRIZZLE: That's the area we want to get -  
11 -

12 MR. RUSSELL: As compared to the mechanics of  
13 how particular calculation is done, subjected to  
14 independent review, what kind of documentation goes with  
15 it, what goes in the file, etc. The quality records  
16 associated with conduct of an activity is more in the QC  
17 documentation and control retrieveability area. I'm  
18 talking about the management oversight of the processes  
19 and going to audit to see whether they are in fact  
20 achieving the objectives that you had laid out.

21 MR. FRIZZLE: And that's the area we need to  
22 beef up.

23 MR. WHITTIER: To some extent I'm talking  
24 about maybe both functions, because the line organization  
25 -- I'm talking my line organization now -- has

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1 responsibility for the quality of the product. So they  
2 need to be comfortable that the management systems that  
3 Yankee has in place to deliver the second checks and some  
4 of the things you mentioned are appropriate.

5 So there's accountability for quality in the  
6 line organization from my staff as well as responsibility  
7 for programmatic quality oversight that you're talking  
8 about by the Maine Yankee quality assurance function.

9 MR. RUSSELL: Don't take my comment out of  
10 context. I expect the line to do whatever the line needs  
11 to do to ensure that the products delivered meet  
12 requirements.

13 MR. WHITTIER: Right.

14 MR. RUSSELL: Okay, but the concept also is  
15 that there is an oversight activity --

16 MR. WHITTIER: Yes.

17 MR. RUSSELL: -- with access relatively high  
18 in the organization such that if there are interface  
19 problems or other issues, that they can be appropriately  
20 dispositioned and evaluated.

21 MR. WHITTIER: Right. And the manager of QA  
22 for Maine Yankee reports directly to the president.

23 MR. RUSSELL: In the past, have you had any  
24 instances where the second checks are done in your  
25 organization, or has it always been essentially through

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1 Yankee providing completed product including the second  
2 checks, the QA, QC --

3 MR. WHITTIER: In the engineering area, we  
4 would just often -- I don't want to say all the time, but  
5 often will do second checks. And in the area of nuclear  
6 engineering I talked about earlier, the core design area,  
7 our own technical people would take a recommendation from  
8 Yankee and look at it. And ultimately -- and that's the  
9 model I'd like to get to. Ultimately, they would bring a  
10 decision or recommendation to myself from Yankee and my  
11 own technical staff may agree and sometimes they'd  
12 disagree with the Yankee recommendation.

13 So there are checks and balances in, for  
14 example, the core design area. But again, as I indicated  
15 earlier, those checks were not present in the safety  
16 analysis area. And I want to put those in place.

17 MR. RUSSELL: Okay. This gets back also to  
18 the point of making sure that the two plans that you have  
19 and the assignment of responsibilities are clear, because  
20 it sounds like there could be some instances where a Maine  
21 Yankee employee is performing the second check role  
22 function under the Yankee QA plan, --

23 MR. WHITTIER: Yes.

24 MR. RUSSELL: -- and it may be different then  
25 the practices that they have in your main QA plan. And

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1 it's very difficult for them to know which hat they're  
2 wearing and which procedure they're following.

3 MR. FRIZZLE: That's why we've got to make  
4 sure the two programs mesh very carefully.

5 MR. RUSSELL: Okay, what you've described is a  
6 situation which provides a lot of opportunity for issues  
7 to be dropped. It relies on communications and

8 MR. WHITTIER: That's why I want to make sure  
9 there's clarity of understanding at the interface and try  
10 to manage each interface on its own. Clarity of  
11 understanding of procedures and clarity of process. The  
12 process has got to work together. And this work has yet  
13 to be done.

14 MR. RUSSELL: And you indicated earlier you  
15 expect that to be completed toward the end of the calendar  
16 year?

17 MR. WHITTIER: Yes. I'm just looking at where  
18 I was. Commitments -- in the past, commitments -- and the  
19 way I'm using the term is when Maine Yankee writes a  
20 letter to the NRC and promises to do something in the  
21 future, that's what I'm -- that's what I'm talking about  
22 is a commitment. In the past, if those commitments failed  
23 to Yankee Atomic, there was a tendency for Maine Yankee  
24 not to track those.

25 That's been changed. Any commitment that

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1 falls to Yankee Atomic is now tracked in a Maine Yankee  
2 tracking system. And I'm going to talk a little bit more  
3 in the future, but we've also expanded our definition of  
4 commitment. We used to have a fairly narrow definition,  
5 and now it's been expanded. But I'll talk more about that  
6 later.

7 MR. ZWOLINSKI: Can you amplify that  
8 definition, Doug, to your other vendors that you may  
9 acquire services, so on and so forth? You're accepting  
10 responsibility for all of these commitments, not just --

11 MR. WHITTIER: Yes, that's right. Typically  
12 if that department hires a contractor to do work and  
13 there's an obligation that we have, and that obligation  
14 would flow to that department to make sure that it's done  
15 through the contractor. It doesn't matter how it's done,  
16 but that obligation would flow to that department head.

17 The point is it's tracked.

18 MR. ZWOLINSKI: Is the identity of it being a  
19 Yankee Atomic support issue or some other contract support  
20 issue start to become blurred and it's really Maine Yankee  
21 that's accepting full responsibility for any commitment  
22 across the board, and whoever is doing the work for you is  
23 kind of secondary?

24 MR. WHITTIER: Yes. Because -- a Maine Yankee  
25 tracking system. And if it was a Maine Yankee commitment,

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1 we need to make sure it gets done.

2 MR. RUSSELL: Obviously a \$64 question. Now  
3 that you've laid this out and you've educated us that  
4 there may be potential for some commitments that were in  
5 the other organization not being fully tracked and  
6 implemented, does your plan include what you're doing to  
7 look back at the past to see that something hasn't gotten  
8 missed? I mean, --

9 MR. WHITTIER: Yes.

10 MR. RUSSELL: -- it's one thing to tell me you  
11 have a problem and you're going to fix it in the future,  
12 but what are you going to do to look back and fix the ones  
13 that may have occurred in the past?

14 MR. WHITTIER: I'm getting ahead of myself. I  
15 was going to talk specifically about the safety evaluation  
16 report. So, --

17 MR. RUSSELL: Okay, I'll let you cover that  
18 first and then come back to it. As long as you --

19 MR. WHITTIER: Okay, I will come back to that.

20 MR. RUSSELL: -- answer before we break up.

21 MR. WHITTIER: I wanted to mention procedure  
22 and design basis screens. That's a process that Maine  
23 Yankee uses on the engineering side of the house to  
24 evaluate issues that involved potential discrepancies with  
25 a design basis, to evaluate them, and ultimately make

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1 reportability determinations, feed them -- they're  
2 screened for bringing them to the control room for  
3 operability determinations, that type of thing.

4           So we've had that process in place in  
5 engineering for several years. And it's been very  
6 effective. Earlier this year I directed Yankee Atomic to  
7 implement the same process. So now they -- if they, in  
8 their organization, uncover an issue that potentially  
9 impacts the design basis and etc., they have some time to  
10 evaluate it and then they need to bring it to us.

11           So basically it's a mechanism to bring issues  
12 to us, let us share in the evaluation of the issue, and  
13 make sure that it, as appropriate, is reported to the NRC;  
14 and as appropriate, gets reported to the control room so  
15 that we can make operability determinations. And again,  
16 that is in place.

17           MR. RUSSELL: There is a guidance on timing  
18 for conducting those activities. Recognize that our time  
19 clocks start with the term "when discovered," particularly  
20 if it relates to a time clock that's specified in tech  
21 specs. And so how you screen something and evaluate it as  
22 to whether it is degraded or non-conforming, when you do  
23 operability evaluations, there is some urgency with  
24 respect to those which have very short time clocks.

25           So the fact that the organization is

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1 evaluating it, they ought to be evaluating it with an  
2 expectation that at the end of that evaluation, it would  
3 be concluded to be operable. If that's not the  
4 expectation, they need to do it relatively quickly in a  
5 time frame less than the allowed outage time in the tech  
6 specs. Because obviously if you evaluate it and later  
7 determine it's inoperable and it's taken you two weeks to  
8 make that conclusion that it's inoperable, the time clock  
9 starts when you discover the condition, not when you  
10 complete the evaluation.

11 And so you could have the situation where  
12 you've been in violation of a technical specification  
13 requirements for some period of time just because of a  
14 protracted length of evaluation.

15 MR. WHITTIER: Right.

16 MR. RUSSELL: So the guidance -- and it's  
17 contained in a NUMARC document which the staff formally  
18 reviewed and endorsed and talked about the screening  
19 process and the timeliness of it -- we debated back and  
20 forth whether it should be in 24 hours. We said time  
21 frame consistent with the allowed outage times in the tech  
22 specs. And you've got some things in tech specs that are  
23 one hour, some things are one day, some things are seven  
24 days, some things are longer periods of time.

25 So -- and generally the longer time relates to

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1 the safety significance of it. Obviously you find an  
2 issue that's associated with batteries -- it may result in  
3 batteries being declared inoperable. You've got a  
4 relatively short time clock to conclude whether it is or  
5 is not -- so you need to make sure that your processes,  
6 particularly since you've got more interfaces now.

7 You've got Yankee doing it.

8 MR. WHITTIER: Right.

9 MR. RUSSELL: We've had experience with other  
10 facilities where it's been in the same organization but  
11 it's at a remote site.

12 MR. WHITTIER: Right.

13 MR. RUSSELL: 80-90 miles away. Corporate's  
14 doing something, they're working it. They haven't reached  
15 a final conclusion yet, but it doesn't get communicated  
16 and there's information that either the operators know or  
17 others in on site engineering know that if they were  
18 simply aware of the problem would have had a different  
19 urgency associated with bringing it to resolution.

20 That communication interface has been a  
21 significant contributor to facilities having difficulties  
22 in regulatory space in the past.

23 MR. WHITTIER: I'm going to have to look at  
24 that timing aspect. Right now I have a five day limit on  
25 any kind of an issue.

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1 MR. RUSSELL: Understand that I'm pointing out  
2 that five days won't work if you've got a 72 hour LCO  
3 that's operable.

4 MR. WHITTIER: Right.

5 MR. RUSSELL: Or a 24 hour or something --  
6 like a 303 issue that says do something within six hours,  
7 five days won't work. So depending upon the issue, that  
8 means the people need to understand what portion of the  
9 tech specs or the license requirements they're dealing  
10 with to understand whether they have a need to complete an  
11 evaluation on a faster basis than five days.

12 MR. WHITTIER: We're going to have to look at  
13 that. Because like I said, right now I have a five day  
14 clock. It takes time, as you know, with many issues to  
15 begin to understand -- especially do the homework  
16 associated with understanding what it is you have.  
17 There's a five day start under my system from the day that  
18 anybody brings forward a question -- the first question.

19 But like I said, I'm going to have to look at  
20 the system that we have in light of the guidance that you  
21 just referenced.

22 MR. RUSSELL: It's formally in Generic Letter  
23 9118 and it's in the formal endorsement of the NEI  
24 guidelines on design basis. It's also contained broadly  
25 in the Commission's policy statement on retrieveability,

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1 accessibility of design basis information. Obviously if  
2 it takes you five days to find the design basis  
3 information, --

4 MR. WHITTIER: We apply that clock right now  
5 to the operability determination. In other words, once  
6 engineering has done a screen and we feel that it's  
7 something that needs to be brought to the control room,  
8 then the control room must make an operability call within  
9 the guidelines that you just described. I'm quite sure  
10 that's the logic we use.

11 MR. RUSSELL: I understand. I'm just pointing  
12 out that it's all one organization the way you've  
13 described it.

14 MR. WHITTIER: Yes, yes.

15 MR. RUSSELL: The fact that it's shifted from  
16 one part of the wiring diagram on the organizational chart  
17 to another chart, it's still one licensee that's  
18 responsible for doing it within the time frames laid out.  
19 So you need to relook at those issues. And we did agree  
20 with screening processes.

21 MR. WHITTIER: Right.

22 MR. RUSSELL: And the expectation is with the  
23 responsible person looking at it that it would more likely  
24 than not be operable when it's subjected to that test.

25 MR. WHITTIER: What I have is a screening

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1 process. And I have clear guidance that if at any time in  
2 the screening process you believe you're dealing with  
3 something that's inoperable, then you take it to the  
4 control room immediately. And then you have a five day  
5 limit on anything.

6 You've got to exercise engineering judgment  
7 within five days of what it is you have -- is it okay or  
8 not okay. That's the way the process is set up.

9 MR. FRIZZLE: If within the five days the  
10 engineer determines or suspects that there's a likelihood  
11 of inoperability, then the clock stops and it goes  
12 immediately to operations.

13 MR. WHITTIER: We can discuss that further,  
14 you know, in some detail with your staff just to make sure  
15 that we're --

16 MR. RUSSELL: I'm focusing in on the context  
17 of the interfaces. We identified that this process had  
18 been going on between engineering -- I would assume site  
19 engineering, corporate engineering have a dialogue on  
20 these issues and then bring it to the control room.

21 MR. WHITTIER: Yes.

22 MR. RUSSELL: That's all within one  
23 organization. It's starting in the context that you've  
24 now recently imposed similar requirements on a portion at  
25 Yankee, and how those interfaces work and whether the time

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1 frames are consistent with --

2 MR. FRIZZLE: The only new requirement on  
3 Yankee is that they use our process and our paperwork to  
4 process these so that they are addressing them within the  
5 same context that Doug was just describing with respect to  
6 the five day window, the immediate operability  
7 determination, etc.

8 MR. RUSSELL: Okay.

9 MR. ZWOLINSKI: Your ECCW issue would fall  
10 under this category.

11 MR. FRIZZLE: It came through that process.

12 MR. ZWOLINSKI: When was it known and when did  
13 you determine that you had a problem and then how quickly  
14 did you move forward in --

15 MR. WHITTIER: I can't give you the time line.  
16 We developed a time line. But that was an issue that did  
17 come from Yankee.

18 MR. ZWOLINSKI: Is that right?

19 MR. WHITTIER: Yes, it did. And I believe it  
20 got to the control room within a matter of two or three  
21 days of initially being -- the questions first being asked  
22 at Yankee. But again, we're developing a time line.

23 MR. ZWOLINSKI: Okay.

24 MR. WHITTIER: Now I'm going to shift gears a  
25 bit and talk a little bit about communications --

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1 meaningful communications with the NRC. I have directed  
2 my licensing staff not to make verbal commitments. That's  
3 an area that's been a little bit problematic for us in the  
4 past because our policy in the past was not to track  
5 verbal commitments.

6           So I've tightened that up. And my feeling is  
7 today that any time that we feel a need to make a formal  
8 commitment with you folks, it ought to be in writing.  
9 That way there's clarity of understanding both on our part  
10 and your part as to what it is we're committing to. So  
11 that's been a change. Changes to commitments will be  
12 managed in accordance with NEI guidance.

13           And again, for a commitment that has not yet  
14 been fulfilled, my typical -- my normal expectation would  
15 be is that we'd be writing you another letter to change  
16 the commitment. In other words, if we tell you we're  
17 going to have X done by the end of the year and it turns  
18 out that now it looks really more like the end of January,  
19 I would expect that we'd write a letter to you saying it's  
20 going to be the end of January.

21           As I indicated earlier, I've directed the  
22 licensing staff to make sure where appropriate they  
23 include the appropriate technical personnel on -- with the  
24 NRC. And again, I would encourage the NRC project manager  
25 to do the same thing. And this is an effort to ensure

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1 clarity of understanding of the information that's being  
2 discussed.

3 I also was going to talk a little bit more  
4 later on the management issues, but I've directed the  
5 licensing staff or informed them that they have a duty to  
6 make sure as best they can that there is understanding on  
7 the other end of the phone call of the issues that are  
8 being discussed.

9 In other words, it's not good enough just to  
10 say something, but we really need to try -- we really need  
11 to try to make sure that there's clarity of understanding.  
12 Reportability under 50.46 we've touched a bit on, but I've  
13 clarified with Yankee that they have responsibility for  
14 bringing potentially reportable issues to our attention.  
15 And in the past, we've had a position that under 50.46 we  
16 would -- a report for the limiting accident -- in our  
17 case, large break.

18 And I've directed our staff in Yankee to  
19 report 50.46 issues for both large break and small break;  
20 which is, I believe, in alignment with your expectations.

21 MR. RUSSELL: Let me clarify.

22 MR. WHITTIER: Yes.

23 MR. RUSSELL: We're not talking about a rule.  
24 The rule requires reporting when you have more than a 50  
25 degree change in the peak clad temperature for the

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1 limiting break.

2 MR. WHITTIER: Right.

3 MR. RUSSELL: If you determine, based upon  
4 analysis, that a different break could be limiting and  
5 it's actually tied to the analysis of record that was last  
6 approved, so it's typically -- for most plants it's a  
7 large break LOCA based upon some analysis, methodology,  
8 etc. for which there is a safety evaluation on the docket  
9 saying here's what's approved.

10 If --

11 MR. JONES: If I could clarify?

12 MR. RUSSELL: Yes.

13 MR. JONES: The rule requires all changes to  
14 be reported.

15 MR. RUSSELL: Absolutely. I'm separating out  
16 prompt reporting versus 30 day reporting versus annual  
17 reporting because there are different thresholds depending  
18 upon how big the number is when you recalculate. But the  
19 issue is it starts from some base where there's been some  
20 review and approval, and let's presume on plant X that  
21 it's a large break LOCA and using particular models you  
22 calculate 1600 degrees F.

23 Lots of margin to the 2200. And you then make  
24 modeling changes. You define -- you identify some -- and  
25 cumulatively, with these changes over time, you may have

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1 individuals that are less than 20 degrees for changes.

2 You may make some change in reload analysis, whatever --  
3 change in modeling.

4           You trip a 50 degree total change based upon  
5 the series of smaller changes. That becomes reportable,  
6 and that gets reported at the time you exceed 50 degrees.  
7 Within 30 days I think it is. If, at any time, you exceed  
8 the 2200 degrees, you're into prompt reporting.

9           MR. JONES: Sure.

10           MR. RUSSELL: It could be that in the course  
11 of analysis you find that some other transient is limiting  
12 that is no longer the large break. And the new number is  
13 calculated to be 1650 degrees for new analysis versus 1600  
14 degrees in what was previously thought to be limiting.  
15 That's a more than 50 degree change. It's a new limiting -  
16 - so what I'm commenting on is whatever is limiting,  
17 whether it be small break or large break, there is a  
18 margin of record that's based upon what was believed to be  
19 the limiting analysis at that time.

20           If you make changes in operation, change your  
21 procedure, change your modeling, and you now calculate  
22 broadly for emergency core cooling under a spectrum of  
23 breaks that there is something greater than 50 degrees  
24 above that last approved limiting break number, you're  
25 into reporting.

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1           If it's less than that, it could be in your  
2 annual updates. Or some plants do it with their core  
3 operating limits reports when they're redoing their ECCS  
4 analysis if they need to. Different vehicles it can be  
5 done. I'm not concerned about the annual reporting  
6 requirements in that context.

7           But recall, we used to have the typical Friday  
8 afternoon flap where somebody found that they had an error  
9 in a correlation or analysis or whatever, and Friday  
10 afternoon somebody would say I've had a small change. The  
11 rule used to be 20 degrees when we had the flap. We  
12 relaxed it to 50 degrees. And it's not 20 degrees above  
13 2200, it's 20 degrees above whatever the last number was  
14 that was calculated in the record that was reviewed and  
15 approved and accepted.

16           And it relates to margin and reduction in  
17 margin.

18           MR. FRIZZLE: The one case that -- and maybe  
19 I'm dense here, but at any rate, the one case that I'm not  
20 certain of the guidance that you just provided -- let's  
21 suppose -- and this is not an atypical situation -- you  
22 have a large break LOCA analysis of record that projects a  
23 peak clad temperature of 2000 degrees.

24           MR. RUSSELL: You shifted back into that group  
25 you started with.

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1 MR. FRIZZLE: Peak clad temperature of 2000  
2 degrees. You have a small break LOCA analysis -- limiting  
3 predicts a peak clad temperature of 1400 degrees -- pick a  
4 number. Later on you're doing some modeling changes.  
5 Maybe you've made a physical change to the plant,  
6 whatever. You redo your small break LOCA analysis and it  
7 comes up 1450 degrees.

8 You haven't changed your limiting analysis.

9 MR. RUSSELL: Correct. You're not under the  
10 obligation to report under the rule yet because it hasn't  
11 been an increase of more than 50 degrees in a limiting.  
12 But if that small break LOCA turned out to be 1650  
13 degrees, 50 degrees higher than what was previously  
14 thought to be the limiting analysis, ie. new limiting  
15 break, --

16 MR. FRIZZLE: The gentleman over there with  
17 his hand on his forehead, I'm not sure he agrees.

18 (Laughter.)

19 MR. RUSSELL: We have had licensees --

20 MR. FRIZZLE: I want to be clear.

21 MR. RUSSELL: The statement of considerations  
22 with the rule and the other things lays this out. It's  
23 back in whatever it is -- 1988?

24 MR. JONES: 1988.

25 MR. RUSSELL: '88, '89?

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1 MR. JONES: It does go right through the  
2 models.

3 MR. RUSSELL: Oh, yeah, obviously.

4 MR. JONES: And it limits for an individual  
5 model. So if you've changed models going large to small -  
6 - report for that specific model.

7 MR. FRIZZLE: That's what we're going to do.

8 MR. WHITTIER: That's what we're going to do  
9 in the future. That's not -- that wasn't our  
10 understanding in the past. We tended to stick with the  
11 limiting transient for like large break. And if a small  
12 break changed but it wasn't limiting, we wouldn't report.  
13 And it's my understanding today that if a small break  
14 changes by -- since this is a different model -- if it  
15 changes by 50 degrees, it's reportable.

16 MR. RUSSELL: That is the practice today,  
17 that's correct. And it's because of using different  
18 models.

19 MR. WHITTIER: Right.

20 MR. RUSSELL: If you had a model that was able  
21 to handle the full spectrum of breaks, then the earlier  
22 example I gave you is the correct one.

23 MR. WHITTIER: That's right.

24 MR. RUSSELL: When you're into different  
25 approved models, then you've got a difference -- because

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1 different models may have different degrees of  
2 conservatism depending upon what you've done by way of  
3 Appendix K analyses or whether you're doing a best  
4 estimate large break LOCA but you're still in Appendix K  
5 for small break LOCA.

6 I mean, --

7 MR. WHITTIER: Right.

8 MR. RUSSELL: But you may be under different  
9 portions of regulations depending upon what model you're  
10 using.

11 MR. WHITTIER: The next slide on this category  
12 is we're in the process of improving our experience level  
13 of Maine Yankee licensing personnel. I've recently hired  
14 somebody that had ten year's experience at another  
15 facility. Apparently advertising for a section head  
16 position. Training -- I found that there was lack of  
17 clear understanding on many of the engineering people both  
18 on my staff and the Yankee staff about some of the fine  
19 points of regulatory requirements.

20 And we conducted -- it was about a four hour  
21 class for virtually all Maine Yankee engineers and all  
22 Yankee Atomic engineers. Or at least provided -- I think  
23 I got most of the people. I don't want to say each and  
24 every person was there, but I got most of them -- were  
25 provided a four hour training class in regulations.

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1 is required by NRC -- let's say it's something required by  
2 the regulations but it's not necessarily a license  
3 amendment -- some other type of approval, code relief,  
4 etc.

5 In your submission, you identify the rationale  
6 as to why this should be accepted, approved, granted if  
7 it's in the context of a license amendment. Those types  
8 of commitments for something you're going to do in the  
9 future are in essence an application that describes how  
10 you would operate, maintain, design and etc. for the  
11 portion that's within the scope of that particular  
12 request.

13 There are regulations that govern how those  
14 are handled. The regulation is 50.59. And if you look at  
15 -- and we went through this a week or so ago, Charlie. If  
16 you look at 50.34, it defines content of an FSAR. Not  
17 necessarily a document. It's based upon content, types of  
18 information. So if the FSAR is not complete, if it's  
19 missing some information, that's not a basis for not  
20 having appropriately looked at something under 50.59 just  
21 because it's not in the updated FSAR.

22 That is the scope of activities looked at. So  
23 when you're looking at commitments, if you're putting  
24 something in a licensing document that's coming in that is  
25 a description of how the plant will behave, initial

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1 conditions, assumptions for a safety analysis, the fact  
2 that those need to be consistent with the way the plant  
3 is operated, etc.

4 Those types of things have a higher standing.  
5 And the vehicle for making changes to those is a 50.59  
6 process under the regulation as compared to the NEI  
7 process which there was a basis for screening and  
8 judgement if they were clearly things which didn't impact.  
9 So, you need to --

10 MR. WHITTIER: I understand that.

11 MR. RUSSELL: -- reflect on that and the  
12 difference between the two. Because while they may not be  
13 license conditions, per se -- that is, they're not like  
14 tech specs where you've got to have an amendment or a  
15 licensing action to make a change to it, it needs to be  
16 controlled under the 50.59.

17 And some of those commitments are in fact in  
18 essence applications for an approval. And under the act  
19 and the regulations, there are specified processes for  
20 making changes to them. And so while you can make those  
21 changes and that's appropriate, you can review and you can  
22 change your mind -- you can say I want to do it  
23 differently.

24 You just have to make sure that you follow the  
25 right process. And there may be a need to inform us about

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1 it clearly at least at an FSAR update, but depending upon  
2 what the outcome of the review is, it could require a  
3 prior approval before you can implement it. And that's a  
4 subset of the commitments. But you might want to capture  
5 it -- if you said you're relooking at your licensing  
6 procedures, if licensing is sending something in in a  
7 letter to NRR -- we're making this change, we're doing --  
8 here's the basis for why this should be accepted.

9           You're in a different space than if you have a  
10 reply to a notice of violation and you say this is what  
11 we're going to do to get back in compliance. We will  
12 still track and follow up it. That's an inspection  
13 activity, and there are rules and other things about how  
14 those matters are handled.

15           So just make sure that within your internal  
16 procedure you can differentiate between the broad set of  
17 commitments, some of which may be -- or maybe I'm going to  
18 submit this to you for your review so everything from  
19 resources, timing, scheduling to this is something that's  
20 a part of an application which results in some type of an  
21 approval -- at the time of approval, 50.59 governs.

22           MR. WHITTIER: Right.

23           MR. RUSSELL: As compared to the NEI  
24 commitment tracking process.

25           MR. WHITTIER: Let me make sure that our

1 process for changing commitments makes that distinction.  
2 I want to just shift gears a again and talk a little bit  
3 about control of the licensing basis. And hopefully get  
4 at question you asked earlier. With respect to SER's,  
5 obviously SER's have been at play in the past. And in the  
6 past, we did not interpret SER's as containing a  
7 commitment, if you will; or information that needed to be  
8 tracked.

9 That has been changed. We have a process now  
10 that will require that SER's coming into the company are  
11 reviewed and commitments or conditions will be identified  
12 and tracked to ensure compliance. And we're also in the  
13 process of implementing a review for accuracy. And that  
14 is, in the past we have sent SER's out to a responsible  
15 department head for review, but we never really asked for  
16 kind of a return confirmation that that review had  
17 actually occurred.

18 And what we're going to be doing in the future  
19 is putting these SER's into our tracking system to make  
20 sure that we get a comment back that says yeah, I've  
21 reviewed this and there are no problems, or here are the  
22 problems, just to make sure that that review takes place.

23 MR. RUSSELL: We need to be quite clear in  
24 this area. Safety evaluations do not impose requirements.  
25 They may reflect commitments that you have made -- should

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1 be based upon a written record. It's back to your  
2 original point. If it's a part of application for an  
3 approval or if it's in response to a 50.54F letter --  
4 let's say we issue a generic letter on some subject, you  
5 reply to us as you're obligated to do under 50.54F and you  
6 say in that reply these are things why you don't need to  
7 do something or you're doing something less than what was  
8 requested, etc.

9           Those kinds of things are information that we  
10 rely upon in making judgements about whether your license  
11 should be modified in some manner. Those types of issues,  
12 when they are reflected in the safety evaluation report,  
13 should be identically things that you have submitted to us  
14 in writing.

15           MR. WHITTIER: Yes.

16           MR. RUSSELL: So that the safety evaluation  
17 legally has no standing except in a proceeding where there  
18 are obligations upon licensing boards and others and it's  
19 the record that's being used documenting what the staff  
20 review is. That is, it should not impose anything that  
21 you've not already told us. It should simply be saying  
22 you said this and this corresponds, and we found that  
23 acceptable.

24           So it's your application for the approval or  
25 application for the request that is the source of the

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1 requirement to track. I have no problem with defense in  
2 depth. That is, if you look at something in our safety  
3 evaluation and it says you're going to do something and  
4 that's the basis for our conclusion that it's acceptable  
5 and you can't find that in your documentation saying you  
6 were going to do it, it may have been something that came  
7 in verbally.

8 MR. WHITTIER: Right.

9 MR. RUSSELL: It may have been in the course  
10 of a meeting summary or something else. It would be very  
11 nice if everyone tracked back to something in writing so  
12 you could manage it. But in the past, we have allowed  
13 verbal inputs, documentation in a project, manager's phone  
14 log -- this is what you said. And then it gets into the  
15 safety evaluation. We're going to try and also move away  
16 from that.

17 I don't want to rely upon verbal communication  
18 as a basis for concluding something is acceptable. 20  
19 years ago when I was a project manager, that was the way  
20 that you got issues expedited. You said on the phone, we  
21 put it in our phone log, we documented that you said this  
22 on this date, and it's expected that you're going to do  
23 it.

24 But the legal standing of the safety  
25 evaluation report is that it cannot impose requirements.

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1 If we want to impose something, we use orders or other  
2 vehicles to do it.

3 MR. WHITTIER: I understand. And that's some  
4 of the rationale why I don't believe we tracked these in  
5 the past. We tracked the document that went into you.  
6 And it was our belief that the commitments should all be  
7 there.

8 MR. RUSSELL: But if there were some that were  
9 made in the course of meetings or in reviews or there is  
10 something based upon a question that information is  
11 transmitted verbally and there is an acceptable criteria  
12 that's in the standard review plan and in the course of a  
13 phone conversation, you describe how you meet that  
14 acceptance criteria and the staff says okay and writes it  
15 down.

16 MR. WHITTIER: That's right.

17 MR. RUSSELL: Hopefully it's just a  
18 description of what already exists. But there may be  
19 other information that's supplied within that that is key  
20 to the staff's conclusion that it's acceptable. If you  
21 find many of those where you find something in a safety  
22 evaluation that you can't point to the underlying document  
23 that had Yankee Atomic or --

24 MR. WHITTIER: Maine Yankee.

25 MR. RUSSELL: -- Maine Yankee on the

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1 letterhead, then either your process or my process is  
2 broken.

3 MR. WHITTIER: Right.

4 MR. RUSSELL: Because it should be on the  
5 docket as a part of the application. It should be  
6 referenced in a letter dated so when you read the safety  
7 evaluation it cites the chain of correspondence, some  
8 place in that chain of correspondence should be everything  
9 that we relied on that's discussed in the safety  
10 evaluation report.

11 MR. WHITTIER: I agree with that. I continue  
12 to think though that a check on the back end is valuable  
13 and to make sure that there's clarity of understanding.  
14 Because if there's something in there that doesn't ring  
15 true to us, then I think we have a duty to bring it to  
16 your attention.

17 MR. RUSSELL: I also agree with that. And so  
18 I have no problem with using this as a second check. It's  
19 probably also worthwhile to do, as it relates to issues as  
20 to how well commitments have been tracked and controlled  
21 from the standpoint of a look back --

22 MR. WHITTIER: Here's another aspect of SER's,  
23 and that's what I might call a conditional acceptance.  
24 That if an SER could -- has language in it that says it's  
25 okay to proceed provided that you do the following, in the

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1 past we would not have tracked those types of things  
2 because of my belief in what you just said that an SER  
3 does not contain additional requirements any more than  
4 what was provided on the front end.

5 But if the staff writes what I would call a  
6 conditional acceptance --

7 MR. RUSSELL: What we should have written  
8 would be an order accepting in part and imposing in part  
9 some additional requirements. If you haven't put the  
10 additional commitments on the docket, the only vehicle for  
11 imposing them on you is a formal process.

12 MR. WHITTIER: Or ask us to submit.

13 MR. RUSSELL: Correct.

14 MR. WHITTIER: And that would be the way --

15 MR. RUSSELL: And we ought to hold up issuing  
16 the piece of paper until we have your document.

17 MR. WHITTIER: Absolutely. That would be a  
18 tighter way to do it. We are in the process of also  
19 performing our review, although I may rethink it after  
20 this discussion; but we're in the process of reviewing  
21 past SER's to identify any discrepancies we might find.  
22 We're about five years back, and so far this is in  
23 progress. But so far, we haven't identified anything  
24 significant, but we're working on it -- working our way  
25 through that.

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1 MR. ZWOLINSKI: Those are SER's that were used  
2 for amendments that were approved or other topics of a  
3 generic nature or both?

4 MR. WHITTIER: Both.

5 MR. ZWOLINSKI: Okay.

6 MR. WHITTIER: The circle was drawn around all  
7 the SER's -- anything that was identified as an SER in our  
8 files, we have commended a review. Now, I know that in  
9 time that will become problematic because I remember back  
10 in the early 80's when SER's were written that said the  
11 licensee ought to be required to do thus and so with  
12 respect to some of the post-TMI items.

13 And the requirements may never have been  
14 imposed. And in fact, we went -- the licensee went and  
15 did something else to resolve a particular issue. We're  
16 going to have to work our way through those when we get  
17 back.

18 MR. RUSSELL: It's less of a concern as it  
19 relates to what I will characterize are exemptions and  
20 formal licensing actions, amendments, formal approvals  
21 that are required where it's a pre-implementation finding  
22 that we make. There are a number of generic issues that  
23 are in the context of compliance matters where a generic  
24 letter or a communication is issued under the compliance  
25 exception, the back fit rule.

1           And we make it a post-implementation review.  
2   And you submit stuff to us telling us what you're going to  
3   do to get back in compliance, and we review it to conclude  
4   whether you have or have not met the positions described  
5   or whether the exceptions to the position described are  
6   acceptable.

7           And that's been an area where there's been a  
8   lot of give and take. It relies upon the premise that  
9   when the item was imposed, it was properly imposed as a  
10   compliance back fit. That is, there is an underlying  
11   regulation which we're requesting information to determine  
12   whether you are still in compliance with that regulation,  
13   requirement, whatever it was.

14           There's another message in my discussion, and  
15   that is both you and the industry broadly need to pay  
16   much closer attention to how generic communications go  
17   out, whether it is something which is an enhancement.  
18   That is, it's a -- on a cost benefit basis imposing a new  
19   requirement is appropriate or whether it is something  
20   which is a compliance matter even though there's been an  
21   estimate of the cost of compliance, and that's been done.

22           It is a big difference in licensing space as  
23   to whether you ask something to show how you still comply  
24   based upon some new operating experience or understanding  
25   or it may be a change in staff position as to what is

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1 necessary to comply as compared to imposing a new  
2 requirement through a regulatory analysis process. And  
3 that's where we've run into some difficulties with some of  
4 the generic issues, TMI requirements in the past.

5 But there is, in most cases, an underlying  
6 regulatory requirement for each one. If the operating  
7 experience indicates that that requirement was not being  
8 satisfied, then we need to understand how that operating  
9 experience can be factored back in so that you can come  
10 back in compliance with the higher level requirements,  
11 the rule, etc.

12 That nuance is not always understood, and it  
13 is in fact something which you don't deal with generic  
14 communications and how requirements are imposed. There  
15 could be a request for information that is obligatory for  
16 you to describe how you in fact still conform with some  
17 requirement.

18 That can be missed, and that's important for  
19 your licensing managers to understand, and that's going to  
20 be an issue for us to address as well as it relates to all  
21 of the activities going on now. Because there may be  
22 changes in how we process some of those things to make it  
23 even more explicit. Where it's a compliance back fit,  
24 what is their regulatory requirement that potentially is  
25 not in conformance, etc.

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1                   And that's ongoing now. That's part of our  
2 own internal lessons learned.

3                   MR. WHITTIER: Yeah, I understand the  
4 distinction. I don't think we had focused on that in the  
5 past -- that distinction, and we need to. FSAR updating  
6 procedures and processes -- we found that as we looked  
7 back at our process for updating the FSAR and keeping it  
8 up to date that with respect to operating procedures and  
9 design changes, the process was pretty good.

10                  But with respect to changes in the analysis  
11 that did not have an underlying hardware change, the  
12 process was lacking. So that needs to be beefed up. And  
13 we also have reviews of the FSAR under way. Some of this  
14 work is more lessons learned really from Millstone than it  
15 is really coming from RELAP.

16                  And we have a process under way to have  
17 operations, engineering and safety analysis people review  
18 the FSAR and identify any issues. The last topic was --

19                  MR. RUSSELL: This is something I mentioned at  
20 the meeting the other day, but I'll just repeat it so  
21 there's a clear understanding. Content of the FSAR is  
22 defined in the regulations as to what should be the  
23 content. The regulation did not require for the FSAR -- a  
24 back fitting to standard format and content. That is, you  
25 can put the information in in the appropriate section to

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1 the extent new information is generated, which should be  
2 in the FSAR update as defined by the regulation for  
3 content by the FSAR.

4 We have seen a number of cases where changes  
5 were made or particularly under 50.59, or in some cases  
6 even where there's an amendment that the updated  
7 information does not get in unless it conflicts with old  
8 information that's in the FSAR, and then the correct  
9 information is put in. That's not the way the rule reads.  
10 Obviously it needs to be complete and accurate for the  
11 information that's in there.

12 But if it's missing content that's required by  
13 the regulation, it's also -- that's incomplete by omission  
14 as compared to wrong by inclusion of information that's no  
15 longer accurate. So when you're doing your FSAR review,  
16 make sure you look both at the accuracy of the information  
17 that's already described and also look at it with respect  
18 to the regulation, vis-a-vis the information that's  
19 supposed to be in it and whether you have missing  
20 information.

21 And I expect this will be an area where there  
22 will be additional guidance probably in the form of a  
23 regulatory guide that will more explicitly articulate,  
24 instead of the broad terms that are in the rule as to what  
25 the content should be, the specific examples. It's clear

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1 that changes made under 50.59 get incorporated in the  
2 updates. It's clear that amendments get in there, and  
3 it's also characterizes information submitted to the  
4 Commission as a result of a regulatory requirement to  
5 submit that may be the basis for a conclusion of no action  
6 on the part -- that is, you characterize what the status  
7 quo is, and we say okay.

8           If we've relied on it, we expect you to follow  
9 that as if it's part of the FSAR until you change it in  
10 accordance with 50.59. So for an example, if you send  
11 something in in reply to a 50.54F request and you describe  
12 the plant or you describe a safety analysis, you describe  
13 operator's ability to respond to an event based upon a  
14 procedure, those things are part then of the description  
15 of the facility -- would be governed by 50.59 changes in  
16 the future.

17           And we would expect that those would be  
18 followed until such time as they're changed through an  
19 appropriate process. And we have not listed other than  
20 standard format and content Reg. Guide 170 for new  
21 applications how this is done as it relates to updating  
22 requirements of the 50.71. I expect that will be an area  
23 that we will be involved in corrective action to put out  
24 guidance.

25           MR. WHITTIER: The last topic area that I

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1 wanted to cover was what I referred to as management  
2 issues. And the first category, I've held meetings with  
3 nuclear engineering and licensing staff and talked down  
4 through lessons learned, some of the things that didn't go  
5 as well as maybe they could have with the benefit of  
6 hindsight.

7 But more importantly, discussed expectations -  
8 - a lot of the things we've been talking about here today.  
9 The importance of communications; clarity of  
10 communications at different points; the importance that we  
11 make sure, as best we can, that there's understanding on  
12 both sides of the phone call; the expectation for  
13 licensing that would be rigorous in our communications.

14 If we rely on something -- if something's  
15 important to make a commitment, it needs to be in writing.  
16 We prefer communication for important issues be in  
17 writing. For the nuclear engineering folks, we talked  
18 through the new alignment, the function alignment, and  
19 what their accountability is. And also, the importance  
20 for them in licensing to make sure that they clearly  
21 communicate.

22 Because otherwise, all I've really done is  
23 transferred a communication breakdown perhaps from one  
24 location to another. That's not the intent. So we stress  
25 with nuclear engineering, you know, the responsibility for

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1 communications.

2 Upgrading procedures -- Yankee has upgraded  
3 their procedures in the area of safety analysis in the  
4 early 90's, and we're looking at those now and asking them  
5 to make further upgrades. Basically just to tighten up  
6 the control and safety analysis process.

7 And the last area we already talked about, and  
8 that is the quality assurance oversight. We've asked the  
9 manager of quality assurance to consider as part of his  
10 job oversight not only of Maine Yankee activities, but  
11 Yankee activities performed for Maine Yankee with a  
12 specific focus on the interface.

13 That completes my part of the presentation.  
14 If you don't have any questions, I'll turn it back over to  
15 Charlie.

16 MR. RUSSELL: I think we interrupted you  
17 enough.

18 MR. WHITTIER: Thank you.

19 MR. RUSSELL: I'd like to make sure we got the  
20 issues -- well, the timing was right.

21 MR. WHITTIER: Thank you.

22 MR. FRIZZLE: It's already past noon, and I'll  
23 keep these conclusions very, very brief. Obviously as a  
24 result of our various assessments of RELAP5YA, we have  
25 learned that things -- in retrospect, a lot of things

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1 could have done better, could have been managed better.  
2 And we are determined to make sure that we implement  
3 improvements as appropriate to see to it that they --  
4 these same issues don't recur in the future.

5 All of these initiatives -- and this is  
6 something relatively new -- all of these initiatives are  
7 currently being captured along with our Maine Yankee  
8 division into what we intend to use in the future as a  
9 consolidated business plan such that in the future when  
10 Doug's people, for instance, take on a new commitment,  
11 that commitment will be taken on in light of its priority  
12 with respect to all the other commitments we have on the  
13 table in a consolidated or integrated approach -- is  
14 applied to all of these various improvement opportunities.

15 With that, I'll turn it over to whatever  
16 questions you have remaining.

17 MR. RUSSELL: Let me ask a question about  
18 communications, both with the NRC staff on site and with  
19 the regional staff. While what we've talked about has  
20 principally been in the area of interaction on licensing  
21 manners, code reviews, things that are typically done out  
22 of headquarters, it appears that there are lessons to be  
23 learned that apply to the interface between other areas as  
24 there are reviews that are done for QA oversight, for  
25 example, in the region.

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1           There are reviews that are done for emergency  
2 operating procedures where you have interfaces between  
3 licensing, engineering, operations, training, etc. We  
4 clearly evaluate engineering performance in the context of  
5 support to operations.

6           MR. FRIZZLE: Yes.

7           MR. RUSSELL: We're now inspecting and  
8 evaluating engineering in its role of assuring maintenance  
9 of the design basis and in the FSAR. Some of these  
10 lessons learned and activities that you have under way  
11 relate to those matters as well. Do you have any plans to  
12 go into the regional office and brief the regional  
13 administrator and others similar to this briefing?

14           Have you had dialogue with the on site staff  
15 to describe to them what some of the changes are that  
16 you're looking at and how they would be working?

17           MR. FRIZZLE: With respect to on site  
18 communications, we have communicated virtually all of this  
19 to the on site organizations at this point. I hesitate  
20 for just a moment because the announcement with respect to  
21 the organizational change that I mentioned right up front  
22 went out this morning. It was effective last week, but  
23 the formal announcement to my own people went out this  
24 morning.

25           But these changes and improvement

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1 opportunities have been discussed with our staff. We have  
2 not put together a formal presentation yet for the region.  
3 This was first on our priority list to talk to you people  
4 since this was basically -- NRR was basically the focus  
5 with respect to RELAP and whatever miscommunications might  
6 have taken place, whatever mismanagement on Maine Yankee's  
7 part took place.

8                   The focus was NRR. We wanted to talk to you  
9 people first about these improvement opportunities. But  
10 we will do this in the region as well.

11                   MR. RUSSELL: I think it's important in light  
12 of some of the comments about lessons learned related to  
13 Millstone and activities you have under way and looking  
14 back at safety evaluations because the regions -- while  
15 they aren't legally binding imposing requirements, the  
16 regions, for example, on generic issues, use the safety  
17 evaluation as the point of departure in the conduct of  
18 their inspection activities.

19                   They use the FSAR, and have since February,  
20 for every inspection that's conducted -- look at the  
21 relevant sections of the FSAR. And as you're aware,  
22 you're now getting an inspection report that has a write  
23 up that is based upon the activities conducted. Was it  
24 consistent with or not consistent with the FSAR, etc? So  
25 there are a number of related interface issues that would

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1 be appropriate to describe to them, particularly in the  
2 context of the engineering functional area as it's  
3 described in SALP and as it's being evaluated and  
4 assessed.

5 MR. WHITTIER: Many of these areas have been  
6 discussed with the resident, and I encourage my individual  
7 managers to meet with the resident about every inspection  
8 cycle -- about every month and a half to specifically go  
9 over initiatives that we have in our play and any concerns  
10 that he may have just in an effort to be pro active in  
11 communication.

12 So a lot of what I've talked about today has  
13 been discussed in difference pieces. But we'll make sure  
14 the entire package is communicated.

15 MR. RUSSELL: Okay, thank you very much.

16 (Whereupon, the meeting was adjourned at 12:11  
17 p.m.)

18  
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25

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C E R T I F I C A T E

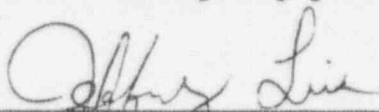
This is to certify that the attached  
proceedings before the United States Nuclear  
Regulatory Commission in the matter of:

Name of Proceeding: PUBLIC MEETING WITH MAINE YANKEE TO  
DISCUSS ISSUES RELATED TO RELAP5YA

Docket Number: N/A

Place of Proceeding: ROCKVILLE, MARYLAND

were held as herein appears, and that this is the original  
transcript thereof for the file of the United States Nuclear  
Regulatory Commission taken by me and, thereafter reduced to  
typewriting by me or under the direction of the court  
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accurate record of the foregoing proceedings.



---

JEFFREY LINS  
Official Reporter  
Neal R. Gross and Co., Inc.



## MANAGEMENT ISSUES

### MEETINGS HELD WITH NUCLEAR ENGINEERING AND LICENSING PERSONNEL

- DISCUSS LESSONS LEARNED
- DISCUSS EXPECTATIONS

### UPGRADE PROCEDURES FOR DEVELOPMENT OF SAFETY ANALYSES

### UPGRADE QUALITY ASSURANCE OVERSIGHT OF SAFETY ANALYSIS AND MY-YNSD INTERFACE

# AREAS OF IMPROVEMENT

MY/YNSD INTERFACE

MY COMMUNICATIONS TO NRC

CONTROL OF LICENSING BASIS

MANAGEMENT ISSUES

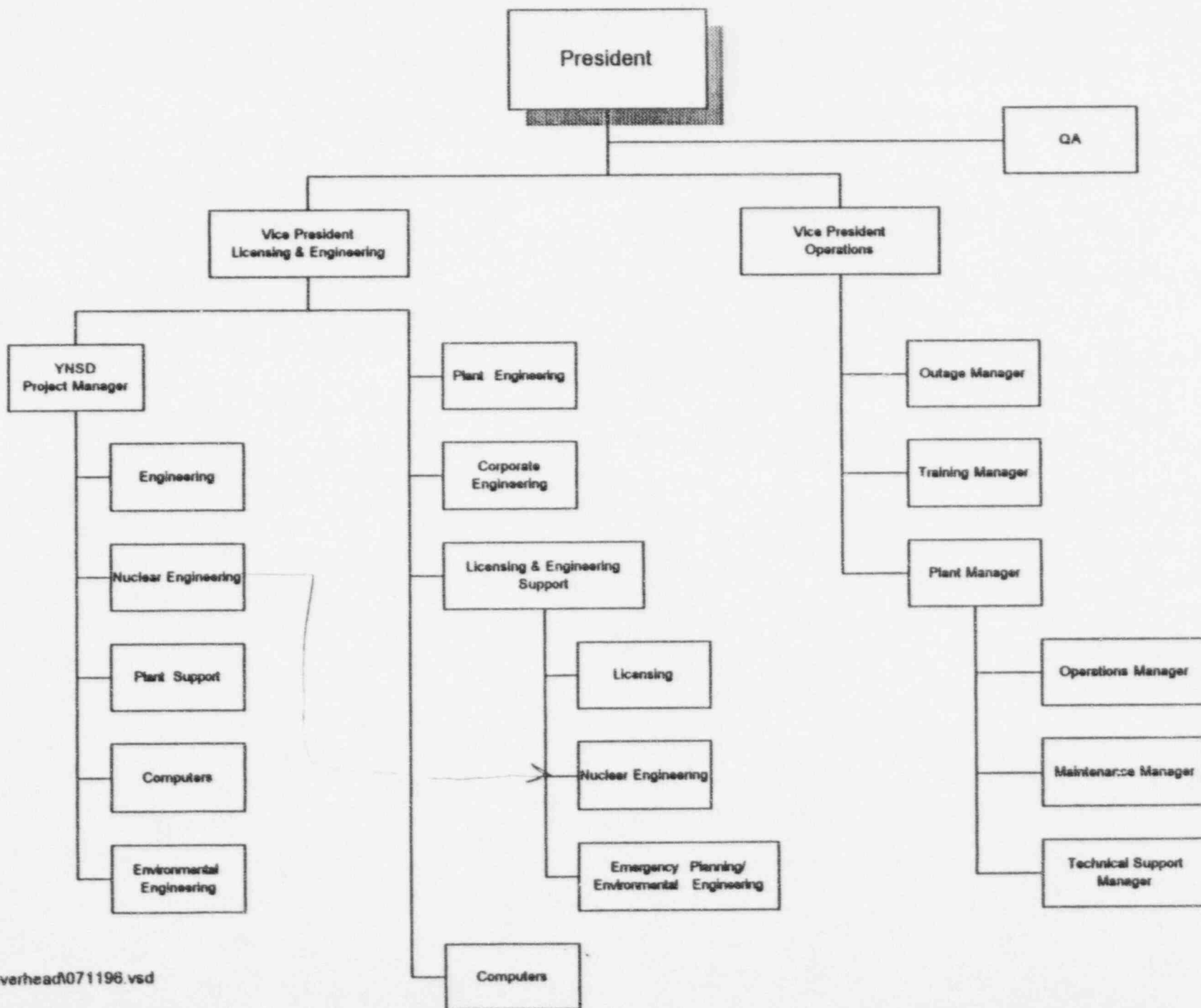
## MY/YNSD INTERFACE

- PLAN FOR IMPROVING MANAGEMENT OF THE INTERFACE UNDER DEVELOPMENT
- COMPLETE TRANSITION TO MANAGEMENT OF INTERFACE ALONG FUNCTIONAL LINES
- ADD STAFF TO M.Y. NUCLEAR ENGINEERING TO IMPROVE OVERSIGHT OF YNSD SAFETY ANALYSIS ACTIVITIES
- CLARIFY MY/YNSD RESPONSIBILITIES
  - MEMOS ISSUED BY V.P., L&ES, IN JANUARY & MARCH 1996 TO CLARIFY YNSD RESPONSIBILITIES
  - PLAN TO DOCUMENT MY/YNSD RESPONSIBILITIES AT EACH FUNCTIONAL INTERFACE

## MY/YNSD INTERFACE (continued)

- ENSURE INTEGRATED PROCEDURES AND PROCESSES IN EACH FUNCTIONAL AREA
  - CONDUCT REVIEW
  - IMPLEMENT REQUIRED CHANGES
- COMMITMENTS ASSIGNED TO YNSD ARE NOW TRACKED BY MY
- YNSD NOW USES MY PROCEDURE ON DESIGN BASIS SCREENS
  - ENSURES IMPORTANT ISSUES ARE BROUGHT TO MY FOR EVALUATION AND REPORTING IF REQUIRED

# MAINE YANKEE/YNSD FUNCTIONAL RELATIONSHIP



## MY COMMUNICATION TO NRC

MY POLICY ESTABLISHED REQUIRING COMMITMENTS  
TO BE FORMALLY SUBMITTED

CHANGES TO COMMITMENTS ARE REQUIRED TO BE  
MANAGED IN ACCORDANCE WITH NEI GUIDANCE

LICENSING PERSONNEL DIRECTED TO INCLUDE  
TECHNICAL PERSONNEL ON NRC TELECONS WHERE  
APPROPRIATE

RESPONSIBILITIES FOR REPORTING UNDER 50.46 HAVE  
BEEN CLARIFIED

EXPERIENCE LEVEL OF MY LICENSING PERSONNEL  
BEING IMPROVED

REGULATORY TRAINING PROVIDED FOR MY AND YNSD  
PERSONNEL

LICENSING PROCEDURES BEING REVISED

## CONTROL OF LICENSING BASIS

### CONTROL OF SER'S ENHANCED

- TRACKING
- REVIEW FOR ACCURACY
- REVIEW OF PAST SER'S UNDERWAY

UFSAR UPDATE PROCEDURES TO BE REVISED TO  
IMPROVE CONTROL OF ANALYSES

UFSAR REVIEW UNDERWAY



MAINE YANKEE

MANAGEMENT MEETING  
WITH NRC

ON

MAINE YANKEE'S LESSONS LEARNED  
AND  
IMPROVEMENT INITIATIVES RELATED  
TO  
RELAP5YA

July 30, 1996

# AGENDA

RELAP5YA LESSONS LEARNED

MAINE YANKEE INITIATIVES

CONCLUSIONS

## **RELAP5YA LESSONS LEARNED**

Maine Yankee has conducted several assessments related to the programmatic and management aspects of the RELAP5YA incident:

- **RESPONSE TEAM**
- **INDEPENDENT REVIEW TEAM**
- **RELAP5YA SELF-ASSESSMENT REPORT**

In contrast, ML&B assessment narrowly focused on wrongdoing issues.

Maine Yankee has identified lessons learned based upon these assessments.

Lessons learned fall into the following areas:

- **MY/YAEC INTERFACE**
- **COMMUNICATIONS WITH NRC**
- **CONTROL OF LICENSING BASIS**
- **MANAGEMENT ISSUES**

**Areas for Improvement**

## CONCLUSIONS

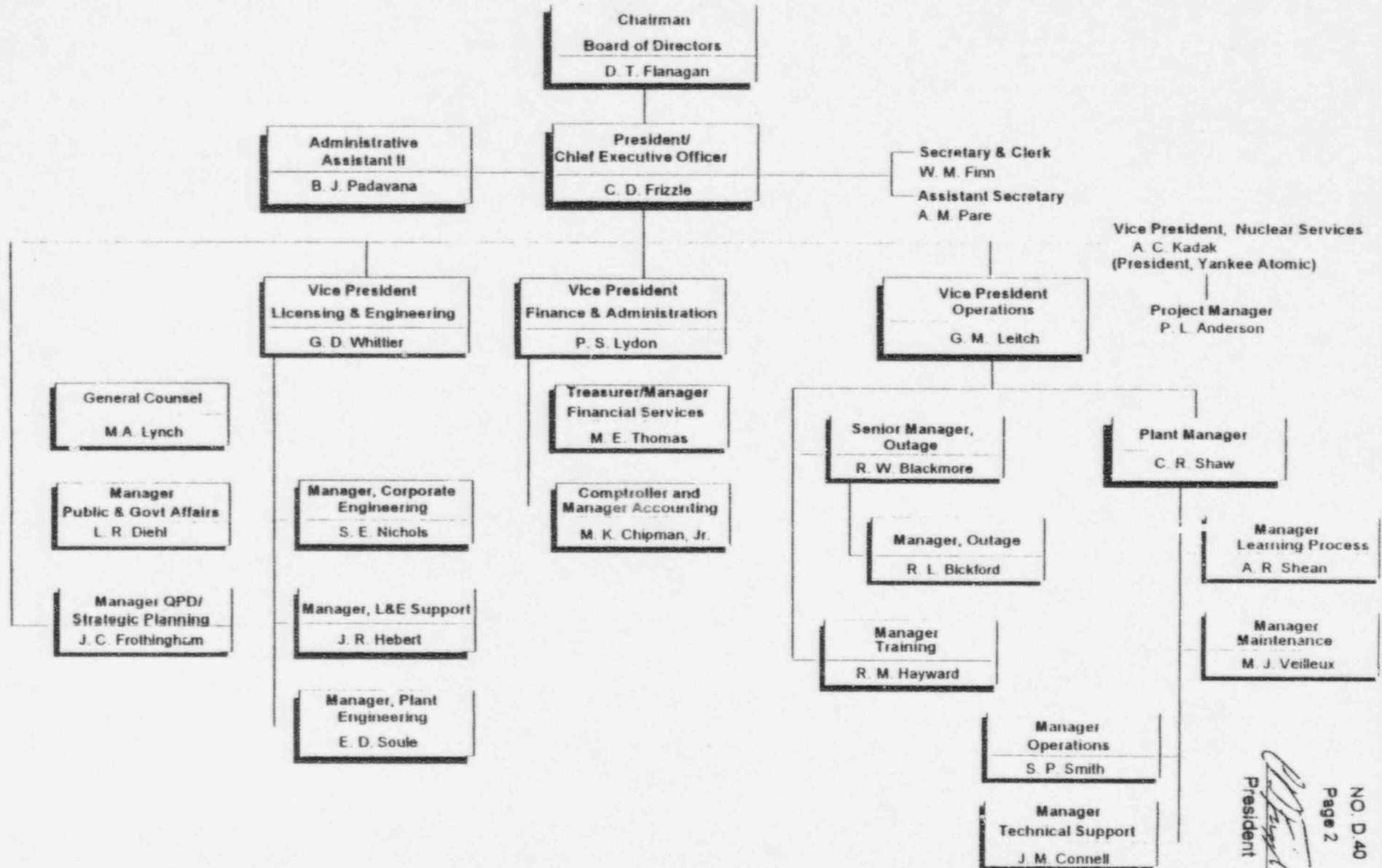
Maine Yankee's RELAP5YA Assessments have Identified Lessons Learned.

Maine Yankee has Initiatives in Place to Achieve Improvements for These Lessons Learned

These Initiatives are being Captured with Maine Yankee's Mission and Vision Statements to Form a Consolidated Business Plan

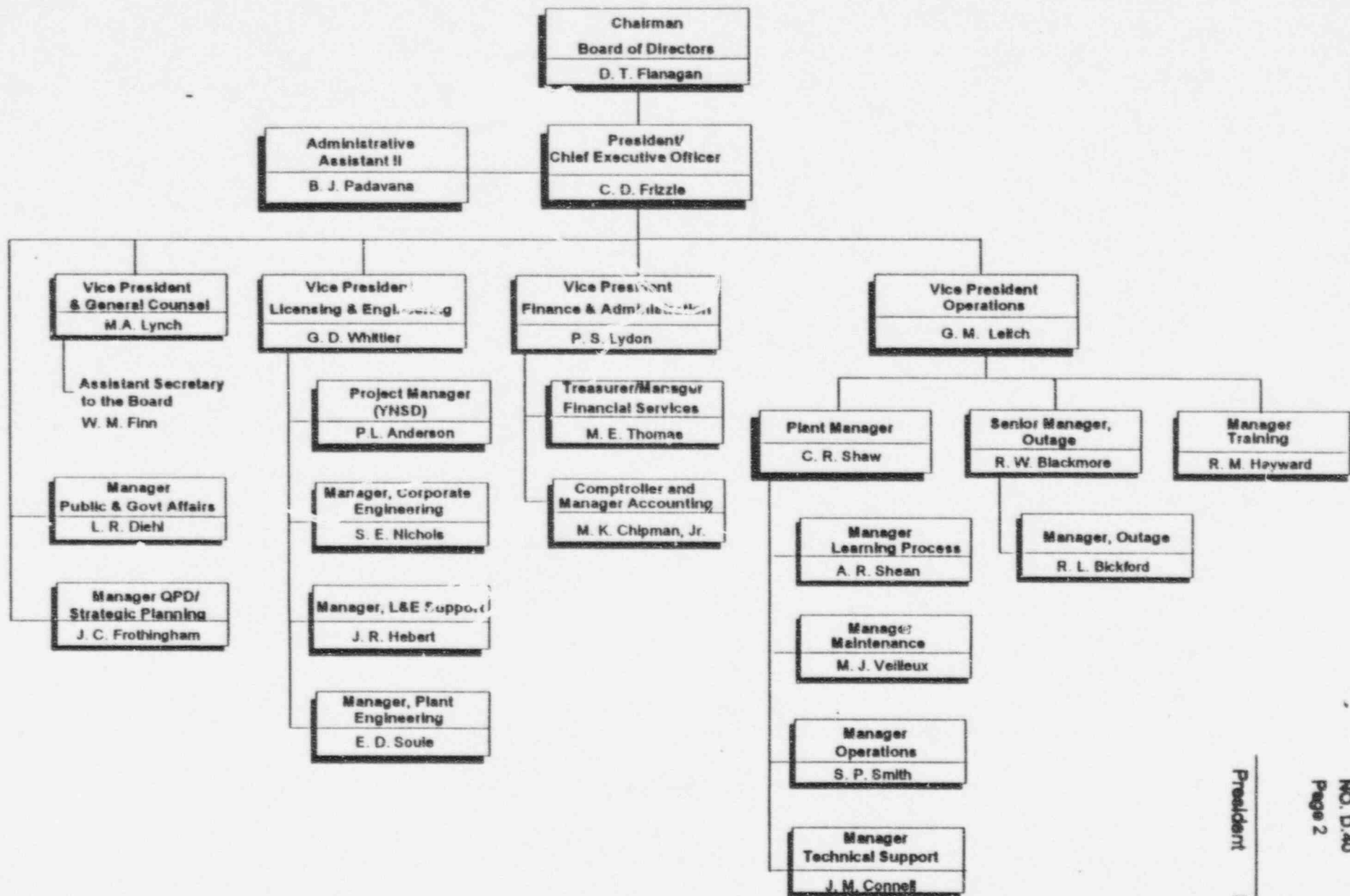
# OFFICERS AND DEPARTMENT MANAGERS

\*Acting



*C. D. Frizzle*  
President  
Date

# OFFICERS AND DEPARTMENT MANAGERS



President Date