

# REGULATOR INFORMATION DISTRIBUTION SYSTEM (RIDS)

ACCESSION NBR:8204060135 DOC.DATE: 82/04/02 NOTARIZED: NO DOCKET #  
 FACIL:STN-50-528 Palo Verde Nuclear Station, Unit 1, Arizona Publi 05000528  
 STN-50-529 Palo Verde Nuclear Station, Unit 2, Arizona Publi 05000529  
 STN-50-530 Palo Verde Nuclear Station, Unit 3, Arizona Publi 05000530  
 AUTH.NAME AUTHOR AFFILIATION  
 VAN BRUNT,E.E. Arizona Public Service Co.  
 RECIP.NAME RECIPIENT AFFILIATION  
 MIRAGLIA,F.J. Licensing Branch 3

SUBJECT: Forwards 820401 memo responding to NRC 820327 request for  
 addl info re extent to which current negotiation of  
 Agreement 13904 governing supply of wastewater effluent  
 would impact NRC assumptions in testimony re Contention 5.

DISTRIBUTION CODE: B001S COPIES RECEIVED:LTR 1 ENCL 1 SIZE: 5  
 TITLE: PSAR/FSAR AMDTS and Related Correspondence

NOTES:Standardized Plant.1 cy:C Grimes 05000528  
 Standardized Plant.1 cy:C Grimes 05000529  
 Standardized Plant.1 cy:C Grimes 05000530

RECIPIENT			COPIES		RECIPIENT			COPIES	
ID	CODE/NAME		LTTR	ENCL	ID	CODE/NAME	LTTR	ENCL	
A/D	LICENSNG		1	0	LIC	BR #3 BC	1	0	
LIC	BR #3 LA		1	0	KERRIGAN,J.	01	1	1	
INTERNAL:	ELD		1	0	IE	06	1	1	
	IE/DEP/EPDB 35		1	1	IE/DEP/EPLB	36	3	3	
	MPA		1	0	NRR/DE/CEB	11	1	1	
	NRR/DE/eqB 13		3	3	NRR/DE/GB	28	2	2	
	NRR/DE/HGEB 30		2	2	NRR/DE/MEB	18	1	1	
	NRR/DE/MTEB 17		1	1	NRR/DE/QAB	21	1	1	
	NRR/DE/SAB 24		1	1	NRR/DE/SEB	25	1	1	
	NRR/DHFS/HFEB40		1	1	NRR/DHFS/LQB	32	1	1	
	NRR/DHFS/OLB 34		1	1	NRR/DHFS/PTRB20		1	1	
	NRR/DSI/AEB 26		1	1	NRR/DSI/ASB	27	1	1	
	NRR/DSI/CPB 10		1	1	NRR/DSI/CSB	09	1	1	
	NRR/DSI/ETSB 12		1	1	NRR/DSI/ICSB	16	1	1	
	NRR/DSI/PSB 19		1	1	NRR/DSI/RAB	22	1	1	
	NRR/DSI/RSB 23		1	1	NRR/DST/LGB	33	1	1	
	<u>REG FILE</u> 04		1	1	RGN5		2	2	
EXTERNAL:	ACRS	41	10	10	BNL(AMDTs ONLY)		1	1	
	FEMA-REP DIV 39		1	1	LPDR	03	1	1	
	NRC PDR 02		1	1	NSIC	05	1	1	
	NTIS		1	1					

TOTAL NUMBER OF COPIES REQUIRED: LTTR

58 53  
 51 ENCL 52

MAY



ARIZONA



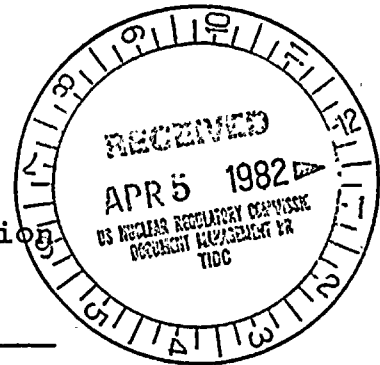
PUBLIC SERVICE COMPANY

P. O. BOX 21666 • PHOENIX, ARIZONA 85036

April 2, 1982  
ANPP-20610-ACG

Mr. Frank J. Miraglia, Chief  
Licensing Branch No. 3  
Division of Licensing  
U.S. Nuclear Regulatory Commission  
Washington, D.C. 20555

Subject: Request for Additional Information  
Palo Verde Nuclear Generating Station  
Units 1, 2 and 3  
Docket Nos. STN-50-528/529/530  
File: 82-056-026



Dear Mr. Miraglia:

In response to your letter of March 27, 1982, we are enclosing a memorandum prepared by our counsel who is familiar with Agreement No. 13904 governing the supply of wastewater effluent from the 91st Avenue Sewage Treatment Plant for use at Palo Verde and the negotiations which have been taking place respecting possible changes in that agreement.

Very truly yours,

E. E. Van Brunt, Jr.  
APS Vice President,  
Nuclear Projects  
ANPP Project Director

EEVBJr:ACG:jaw

Enclosure

Boo!  
s/  
1/1

8204060135 820402  
PDR ADOCK 05000528  
A PDR



cc: Charles S. Pierson  
Assistant Attorney General  
200 State Capitol  
1700 West Washington  
Phoenix, Arizona 85007

Charles R. Kocher, Esq.  
James A. Beoletto, Esq.  
Southern California Edison Company  
P.O. Box 800  
Rosemead, California 91770

Rand L. Greenfield, Esq.  
Assistant Attorney General  
Bataan Memorial Building  
Santa Fe, New Mexico 87503

Resident Inspector Palo Verde/NPS  
U.S. Nuclear Regulatory Commission  
P.O. Box 21324  
Phoenix, Arizona 85001

Ms. Patricia Lee Hourihan  
6413 S. 26th Street  
Phoenix, Arizona 85040

Lee Scott Dewey, Esq.  
Office of the Executive Legal Counsel  
U.S. Nuclear Regulatory Commission  
Washington, D.C. 20555

Emanuel A. Licitra  
Project Manager  
Licensing Branch No. 3  
Division of License  
U.S. Nuclear Regulatory Commission  
Washington, D.C. 20555

Margaret Walker  
Deputy Director of Energy Programs  
Economic Planning and Development Office  
1700 West Washington  
Phoenix, Arizona 85007



M E M O R A N D U M

To: E. E. Van Brunt, Jr.  
From: *Arthur C. Gehr*  
A. C. Gehr  
Date: April 1, 1982  
Re: NRC Staff Request for Additional  
Information, dated March 27, 1982

In its letter dated March 27, 1982, the NRC Staff recited the conclusion stated in its filed testimony relating to Intervenor Hourihan's contention No. 5 that "there will be sufficient usable treated municipal effluent from the 91st Avenue Plant, for operation of Units 1, 2 and 3 of PVNGS during months of peak reactor need for the first five years of operation." The letter goes on to state that such conclusion was based upon the staff's understanding of the terms of Agreement No. 13904 which governs the supply of wastewater effluent to Palo Verde. The staff's letter then refers to the portion of the Atomic Safety and Licensing Board's Memorandum and Order, issued March 17, 1982, in which it is noted that Mr. Bill Stephens has advised the Board that Agreement No. 13904 is being renegotiated. On the basis of these recitals, you are requested to advise the NRC Staff "of the extent to which the current negotiations could impact the staff's assumptions or conclusions included in its testimony regarding contention No. 5." This memorandum is submitted for the purpose of responding to this request of the NRC Staff for additional information.

First, it should be stated that Agreement No. 13904 (which is reproduced [except for signature pages] in the Draft Environmental Statement for Palo Verde Units 4 and 5 - NUREG-0522) is a valid and subsisting contract in full force and effect. There is nothing in Agreement No. 13904 which provides for reopening or renegotiating any of its terms, and the contract cannot be amended without the agreement of all parties thereto.

Second, with respect to the recent negotiations, the elements considered have included:

- a. Changes in structure from a requirements type to a fixed quantity contract with a take-or-pay feature added.





- b. Concomitant with the change in structure is the right to use or resell effluent purchased, but not used at Palo Verde, for purposes other than electric generation.
- c. Changes in the price to be paid for the effluent sold.
- d. Restricting the source of effluent for Palo Verde Units 1, 2 and 3 to the 91st Avenue Sewage Treatment Plant exclusively.
- e. Changes in the amount of effluent under option in excess of Palo Verde needs.
- f. Extensions in the time period when options can be exercised for effluent in excess of Palo Verde needs.
- g. Changes in the contractual restraints on the construction of satellite sewage treatment plants within the drainage area served by the 91st Avenue and 23rd Avenue Sewage Treatment plants.
- h. Restrictions in the applicability of Section 21 of Agreement No. 13904 to the fixed quantity of effluent established for use at Palo Verde.

Of these eight elements, only (a), (d) and (h) could have any impact on the supply of effluent to Palo Verde. With respect to element (a), proposals made by AMWUA would provide for the sale of effluent for Palo Verde Units 1, 2 and 3 in the firm quantity of 66,000 acre-feet per year, deliverable in equal monthly amounts, with an option to purchase an additional firm quantity of 12,000 acre-feet per year, also deliverable in equal monthly amounts. The aggregate firm quantities of 78,000 acre-feet/year, together with the Tolleson effluent in the amount of 6,400 to 8,000 acre-feet/year, would be more than sufficient to meet the needs of Palo Verde Units 1, 2 and 3, and this element of the recent negotiations would not have impacted the NRC Staff's filed testimony.

With respect to element (d), the staff's testimony on contention No. 5, as well as all other analyses relating to the use of effluent for Palo Verde, have assumed that only 91st Avenue effluent, supplemented by Tolleson effluent, would be



Memorandum - E. E. Van Brunt, Jr.  
April 1, 1982  
Page Three

used at Palo Verde. Therefore, this element would not have impacted the staff's filed testimony.

With respect to element (h), it is self-evident that any restrictions on the applicability of Section 21 to Palo Verde effluent would only serve to enhance the security of the supply of effluent to Palo Verde. Therefore, this element would not have impacted the staff's filed testimony.

Fourth, on the basis of the foregoing, in my opinion there is nothing in Agreement No. 13904 nor in the recent negotiations which would impact the staff's assumptions or conclusions included in its testimony regarding contention No. 5

ACG:jaw

