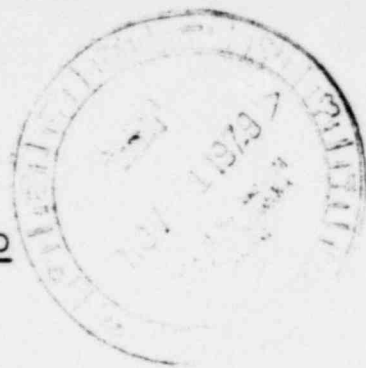


NRC PUBLIC DOCUMENT ROOM
UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION
BEFORE THE ATOMIC SAFETY AND LICENSING BOARD



In the Matter of)
PACIFIC GAS AND ELECTRIC COMPANY) Docket No. P-564A
(Stanislaus Nuclear Project,)
Unit No. 1))

JOINT STATEMENT OF
SOUTHERN CALIFORNIA EDISON COMPANY AND
THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES

Southern California Edison Company ("Edison") and the State of California Department of Water Resources ("DWR") (collectively "Parties," individually "Party"), acting through their respective counsel, hereby state their agreement for satisfaction of (i) the subpoena duces tecum ("Subpoena") issued by the Atomic Safety and Licensing Board and directed to Edison in this docket ("Stanislaus Proceeding") and (ii) the Atomic Safety and Licensing Board's Order Directing Submission of Schedule for Production of Subpoenaed Documents by Southern California Edison Company (August 15, 1979) ("Order of August 15, 1979").

1 Edison shall make documents available to DWR for copying and such other uses as DWR sees fit as follows:

1.1 Edison shall provide to DWR a copy of all documents in its possession, custody, or control which

(i) are dated between January 1, 1960 and December 31, 1976, (ii) are within the specific areas listed in Section 1.4, (iii) are from the files of Edison's employees who were, between January 1, 1960 and December 31, 1976, performing the function of Chairman of the Board, President, Executive Vice President, Senior Vice President, Vice President of System Development, and from the files of Power Contracts Division, and (iv) constitute, report on, or discuss communication between Edison and PG&E, or acts, plans, positions, policies, or practices of PG&E. Edison need not search for documents from the files of its Chairmen of the Board, Presidents, Executive Vice Presidents, Senior Vice Presidents, and Vice Presidents of System Development if a knowledgeable officer executes a declaration on Edison's behalf to the effect that in the ordinary course of business a copy of every document in such files satisfying the preceding sentence would have been transmitted to and filed in the Power Contracts Division; and provided further that Edison produces any such document from such files known to the declarant not to have been so transmitted and filed. Edison has not knowingly and shall not move or destroy any documents for the purpose of avoiding production hereunder. For all copies of documents provided under this Section 1.1, DWR shall pay Edison six cents (\$0.06) per page.

1.2 In addition to the copies of documents provided under Section 1.1, Edison shall provide to DWR

(when and if DWR specifically so requests) a copy of all documents in its possession, custody or control which

- (i) are dated between January 1, 1960 and July 1, 1979,
- (ii) are within the specific areas listed in Section 1.4,
- (iii) are from the files of all Edison organizations,
- (iv) deal with one particular meeting or meetings, exchange of correspondence or similar specific topics, and
- (v) constitute, report on, or discuss communication between Edison and PG&E, or acts, plans, positions, policies, or practices of PG&E.

All of Edison's obligation under this Section 1.2 shall be satisfied when Edison has provided a total of 2,000 documents under this Section 1.2. For the first 1,000 documents provided by Edison under this Section 1.2, DWR shall pay Edison six cents (\$0.06) per page. For the second 1,000 documents, DWR shall pay Edison one dollar (\$1.00) per page.

1.3 Edison shall not provide a copy of any documents as to which it claims a privilege; provided, that if a privilege has already been claimed as to a document in a proceeding other than the Stanislaus Proceeding, such document shall only be provided to DWR if such document was produced by Edison in that other proceeding (i) without claim of privilege or (ii) by or pursuant to a final order of determination denying Edison's claim of privilege. If a privilege has not already been claimed as to a document in

another proceeding, then Edison shall identify such document to DWR and if DWR wishes to contest such privilege, the question of privilege shall be determined under California law by a Special Master who has been (i) nominated by Edison and DWR and (ii) appointed by the Atomic Safety and Licensing Board which has been designated to hear the Stanislaus Proceeding. Edison and DWR shall make their nomination in accordance with the procedure set forth in Section 1.5 and shall share equally all costs incurred in connection with the services of the Special Master. Edison and DWR hereby waive all rights to appeal the determination of the Special Master. If the privilege question is, at the time the matter would be submitted to the Special Master, pending before and has been submitted to a judicial or administrative body in another proceeding, that judicial or administrative body's final determination shall govern.

1.4 The following are the specific areas referred to in Sections 1.1 and 1.2:

- California Companies Pacific Intertie Proposals.
- Federal Pacific Intertie Plans and Federal Yardstick Criteria.
- Negotiation and interpretation of the EHV Contract; the "Contract Between California Companies and Sacramento Municipal Utility District for Extra High Voltage Transmission and Exchange Service," dated August 1, 1967; and the United States Department of the Interior, Bureau

- of Reclamation "Contract with California Companies for Extra High Voltage Transmission and Exchange Service," dated July 31, 1967.
- Negotiation and interpretation of the "Agreement for Use of Transmission Capacity, Pacific Power & Light Company, Pacific Gas and Electric Company, Southern California Edison Company, San Diego Gas & Electric Company," dated August 1, 1967.
 - Negotiation and interpretation of "California Companies Pacific Intertie Agreement," dated August 25, 1966.
 - Negotiation and interpretation of "City-Edison Pacific Intertie DC Transmission Facilities Agreement," dated March 31, 1966.
 - Negotiation and interpretation of Suppliers Contract.
 - Negotiation and interpretation of "Oroville-Thermalito Power Sale Contract," dated November 29, 1967.
 - Negotiation and interpretation of "Contract Among the California Suppliers," dated November 18, 1966.
 - Negotiation and interpretation of "Contract Among the California Companies with Respect to the Purchase of Power Generated at Oroville-Thermalito Power Plant," dated October 15, 1969.
 - Negotiation and interpretation of "Midway Interconnection Agreement Between Pacific Gas and Electric Company and Southern California Edison Company," dated March 12, 1970.

- Negotiation and interpretation of "No. 3 Midway-Vincent Transmission Line Construction Agreement Between Pacific Gas and Electric Company and Southern California Edison Company," dated August 10, 1973.
- Negotiation and interpretation of "Assignment Agreement" (to "Pacific-Portland Sales and Exchange Agreement") among PG&E, SCE, and Portland General Electric Company, dated February 9, 1973.
- Ownership or routing of new transmission lines 230 kV or above.
- Pacific Northwest-Pacific Southwest First 800-kV DC Line (Celilo-Sylmar).
- Pacific Northwest-Pacific Southwest Second 800-kV DC Line (Celilo-Mead/Phoenix).
- Pacific Northwest-Pacific Southwest Third 500-kV AC Line.
- Negotiation and interpretation of "Assignment and Agreement Relating to Canadian Entitlement Exchange Agreement," dated March 10, 1966.
- Negotiation and interpretation of "Trust Agreement Executed by the United States of America Department of the Interior Acting by and Through the Bonneville Power Administrator and California Utility Customers Providing for Non-federal Energy," dated August 20, 1973.
- United States Bureau of Reclamation Central Valley Project.
- PG&E resale rates.

- PG&E resale activities.
- PG&E resale negotiations.

1.5 The proposed nominees for Special Master to whom questions concerning claims of privilege are to be referred for resolution pursuant to Section 1.3 shall (i) be a disinterested, neutral person, (ii) be qualified to interpret and apply the applicable rules of evidence, (iii) not be or have been an employee of the State of California, or any agency or municipality of the State of California, (iv) not be or have been an employee of any electric utility or subsidiary thereof, (v) not be or have been a member of, or employed by, any state or federal regulatory body, and (vi) be chosen in the following manner:

1.5.1 A list of six (6) persons meeting the criteria set forth above shall be prepared by each Party providing the names of three (3) such persons.

1.5.2 The Parties shall take turns striking names from the list until only one name remains.

1.5.3 The Party which shall first strike a name from the list shall be determined by a coin toss.

1.5.4 In order that the person so nominated to act as Special Master shall remain neutral, neither Party shall at any time inform a proposed nominee or a nominee as to which Party placed his name on the list of proposed nominees.

2. Edison shall have the option of (i) commencing production of documents to DWR pursuant to Section 1.1 within sixty (60) calendar days of the effective date of this Statement and completing such production within two-hundred-and-fifty (250) calendar days of the effective date of this Statement or (ii) producing all documents pursuant to Section 1.1 within one-hundred-and-eighty (180) calendar days of the effective date of this Statement.

3. Upon the request of DWR, Edison shall execute a statement to identify the documents produced pursuant to Sections 1.1 and 1.2 as true copies from Edison's files.

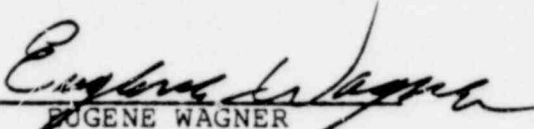
4. DWR shall not require or further seek the production of documents from Edison pursuant to the Subpoena and shall not otherwise seek enforcement of the Subpoena. DWR shall not seek by any means to compel the production of any other documents by Edison in the Stanislaus Proceeding.

5. DWR and Edison jointly submit to the Atomic Safety and Licensing Board presiding over the Stanislaus Proceeding this statement setting forth the following: (i) the provisions of Sections 1 through 4, and (ii) that both DWR and Edison believe this statement satisfies the Atomic Safety and Licensing Board's Order of August 15, 1979 and provides for the production of documents to be made by Edison pursuant to the provisions of the Subpoena as modified in accordance with said Order.

6. The effective date of this Statment is November 1,
1979.

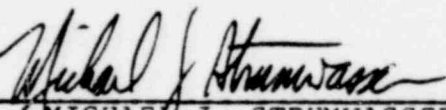
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CERTIFICATE OF SERVICE

I hereby certify that copies of the JOINT STATEMENT OF SOUTHERN CALIFORNIA EDISON COMPANY AND THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES and this certificate were served upon each of the following by deposit in the United States mail, first class postage prepaid, this 29th day of October, 1979.

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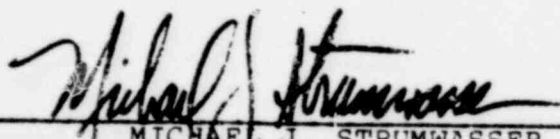
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