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RELATED CORRESPONDENCE

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USNRC

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

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before the
ATOMIC SAFETY AND LICENSING BOARD

OFFICE OF SECRETARY
DOCKETING & SERVICE
BRANCH

In the Matter of

VERMONT YANKEE NUCLEAR
POWER CORPORATION

(Vermont Yankee Nuclear
Power Station)

)
)
) Docket No. 50-271-OLA-4
) (Construction Period
) Recapture)
)
)
)

INTERROGATORIES PROPOUNDED BY
VERMONT YANKEE NUCLEAR POWER CORPORATION
TO THE
STATE OF VERMONT
(Set No. 2)

Pursuant to 10 C.F.R. § 2.740b, Vermont Yankee Nuclear Power Corporation hereby propounds the following interrogatories to the State of Vermont.

As used in these interrogatories, VYNPC means Vermont Yankee Nuclear Power Corporation; VYNPS means Vermont Yankee Nuclear Power Station; SOV means the State of Vermont, including the agencies, officers, employees, and agents thereof and further including contractors or consultants thereto.

As used in these interrogatories, the term document has the same meaning as it does in Fed. R. Civ. P. 34(a).

As used in these interrogatories, the term "identify" with respect to a person means to supply the name, current business or residential address and telephone number of the person, and to state the relationship, if any, of the person to SOV.

As used in these interrogatories, the term "identify" with reference to a document means to provide such identifying information as the title or other name of the document, the author or authors of the document, the date of the document, and to state whether or not the document, or a copy thereof, is within the possession, custody or control of SOV.

Your attention is called to the provisions of 10 C.F.R. § 2.740(e) regarding the duty of supplementation with respect to answers to interrogatories.

1. Please define what SOV contends is included within the scope of the term "maintenance program" as used by it in its Contention 7.
2. Does SOV contend that NRC imposes any requirements upon the content, substance or form of the VYNPS "maintenance program" as that term is used by SOV in its Contention 7? If so, please identify, by citation to or identification of a document, each and every such requirement.
3. Please define what SOV contends is included within the scope of the term "surveillance program" as used by it in its Contention 7.
4. Does SOV contend that NRC imposes any requirements upon the content, substance or form of the VYNPS "surveillance program" as that term is used by SOV in its Contention 7? If so, please identify, by citation to or identification of a document, each and every such requirement.
5. Does SOV contend that NRC imposes any requirements upon the content, substance or form of the VYNPS "program to maintain and/or determine and replace all components found to have aged to a point where they no longer meet the safety standards applicable to this plant" as that term is used by SOV in its Contention 7? If so, please identify, by citation to or identification of a document, each and every such requirement.
6. Please list and describe in as much detail as is available to SOV each of the changes to the VYNPC maintenance program, surveillance program, or other program that, if made to the programs, would render SOV's Contention 7 satisfied.
7. Please define the failure mechanisms that SOV contends are within the scope of the phrase "found to have aged to a point where they no longer meet the safety standards applicable to this plant" as this phrase is used by it in its Contention 7.
8. Please identify the components or classes of components that SOV contends are potentially subject to each of the failure mechanisms that SOV contends is within the scope of the phrase "found to have aged to a point where they no longer meet the safety standards applicable to this plant" as phrase is used by it in its Contention 7.

9. Please define the measure of "sufficiently effective" as the term is used by SOV in its Contention 7.
10. Please identify or describe all of the bases for the definition supplied in response to the foregoing interrogatory.
11. Please define the measure of "sufficiently . . . comprehensive" as the term is used by SOV in its Contention 7.
12. Please identify or describe all of the bases for the definition supplied in response to the foregoing interrogatory.
13. Does SOV contend that the VYNPS maintenance program is not in compliance with all applicable NRC requirement?
14. If your response to the foregoing interrogatory is anything other than an unqualified negative, please identify, by citation to or identification of a document, each and every such requirement with which SOV contends the VYNPS maintenance program is not in compliance, and, for each such requirement, each and every reason why SOV contends that the VYNPS maintenance program is not in compliance with it.
15. Does SOV contend that the VYNPS surveillance program is not in compliance with any applicable NRC requirement?
16. If your response to the foregoing interrogatory is anything other than an unqualified negative, please identify, by citation to or identification of a document, each and every such requirement with which SOV contends the VYNPS surveillance program is not in compliance, and, for each such requirement, each and every reason why SOV contends that the VYNPS surveillance program is not in compliance with it.
17. Please describe what SOV means by the phrase "no closure showing improvement" as used by it in sub-paragraph "b." of its Contention 7.
18. Please describe the set of items, events or circumstances that would constitute "closure showing improvement" within the meaning of sub-paragraph "b." of Contention 7 such that, were any such item, event or circumstance to occur or exist, sub-paragraph "b." would no longer be true.
19. If the NRC Staff were to publish a document or make a finding to the effect that any item described by it in an Inspection Report ("IR ") is

now closed, would SOV acknowledge that such publication or finding constitutes "closure" as that term is used by SOV in sub-paragraph "b." of its Contention 7 of the item in respect of which the publication or finding were made?

20. If your response to the foregoing interrogatory is anything other than an unqualified affirmative, please describe all of the reasons why such a publication or finding would not constitute "closure."
21. Please identify each of the issues adverted to in Contention 7, including sub-paragraphs "b.", "c.", "d.", "e.", "g.", "h.(1)", "h.(2)", "j.", "k.", "m.", and "n." thereof and sub-paragraphs "l.", "n." and "o." of Contention 8, that SOV acknowledges have been "closed" as of the date on which your answers to these interrogatories are filed.
22. Does SOV contend that all vendor-recommended preventative maintenance must be performed in order for the VYNPS maintenance program to be adequate to prevent aging failures? Please give all the reasons for your answer and, if your answer is qualified, all of the qualifications applicable to VYNPS and the reasons for them.
23. Please describe exactly how SOV contends that post maintenance testing must be incorporated into the maintenance procedures in order for the procedures to be adequate.
24. If SOV contends that post maintenance testing must be proceduralized in order for the maintenance program to be adequate, please describe the steps that SOV contends must be included in the procedures for insuring that post maintenance testing is comprehensive enough for a given maintenance task.
25. Please describe what SOV means by its assertion that "PRA concept not incorporated into Vermont Yankee maintenance program" at page 43 of its contentions.
26. Please describe in detail exactly how SOV contends that "PRA concept" should be "incorporated" into the VYNPS maintenance program.
27. Please state your basis for, and each authority on which you rely in support of, your response to the foregoing interrogatory.
28. Please identify each and every benefit that SOV contends would result from the "incorporation" of "PRA concept" into the VYNPS main-

tenance program, and please state each and every reason why SOV contends that such benefit would result.

29. Does SOV contend that its asserted non-incorporation of "PRA concept" renders the VYNPS maintenance program, or the operation of VYNPS, in any respect not in compliance with any regulatory requirement of the Commission?
30. If your answer to Interrogatory No. 29 is anything other than an unqualified negative, please state each and every regulatory requirement of the Commission with which SOV contends VYNPS is not in compliance on account of the non-incorporation of "PRA concept" into the VYNPS maintenance program.
31. What significance, if any, to the question of whether the "incorporation" of "PRA concept" into a maintenance program is necessary to the permissibility of plant operation does SOV attribute to the fact that the Commission has declined to impose such a requirement through the promulgation of a regulation? Please state in detail the bases for your response.
32. How, if at all, does SOV contend that the "incorporation" of "PRA concept" into the VYNPS maintenance program would modify the safety margins established by the existing VYNPS Technical Specifications?
33. Please define what is meant by SOV by the term "qualified replacement personnel" as it is used by SOV in sub-paragraph "c" of its Contention 7.
34. Please define what is meant by SOV by the term "clearly established management controls" as it is used by SOV in sub-paragraph "c" of its Contention 7.
35. Please identify the author (or authors) of the work dated October 9, 1989, to which SOV refers in sub-paragraph "c." of its Contention 7.
36. Please describe the qualifications of the author (or authors) of the work dated October 9, 1989, to which SOV refers in sub-paragraph "c." of its Contention 7.
37. Please describe the data, investigations and analytical or investigative processes upon which the conclusions of the author (or authors) of the

work dated October 9, 1989, to which SOV refers in sub-paragraph "c." of its Contention 7 were based.

38. Has SOV taken any step to verify independently any of the opinions or conclusions of the author (or authors) of the work dated October 9, 1989, to which SOV refers in sub-paragraph "c." of its Contention 7?
39. Does SOV contend that a maintenance program "based on the stability of maintenance staff, their skill in their professions, and their knowledge of plant system characteristics that come with long-term experience" will always be incapable of achieving the purposes of a maintenance program?
40. If your answer to the foregoing interrogatory is anything other than an unqualified affirmative, please state the conditions under which SOV acknowledges that a maintenance program "based on the stability of maintenance staff, their skill in their professions, and their knowledge of plant system characteristics that come with long-term experience" can be capable of achieving the purposes of a maintenance program?
41. Does SOV agree without qualification with the following statement:

"The standard for the quality of maintenance work at VYNPC is high and this standard is reflected in a relatively low rework rate for maintenance and repairs on plant systems."

If your answer is anything other than an unqualified affirmative, then please:

- a. State each and every qualification you have with respect to the quoted assertion.
- b. State each and every fact on which your qualification is based.
- c. Describe all of the evidence in SOV's possession or of which SOV has knowledge that SOV contends establishes each such fact.
- d. For each qualification, either provide the technical qualifications (education, employment history, licenses and certificates, experience, or other information which SOV contends est-

ablisthes the qualifications of the person), of any person on whose expertise SOV relies for the qualification or state that SOV does not rely upon the expertise of any person for the qualification.

If SOV agrees with the substance of the foregoing assessment, then please:

- e. State each and every reason why SOV believes that the situation described therein has come to exist.
- f. State each and every reason why, assuming the rejection of this contention, the SOV contends (if it does) that the same condition might not be expected to continue through the balance of the existing VYNPS license term.
- g. State each and every reason why, assuming the rejection of this contention, the SOV contends (if it does) that the same condition might not be expected to continue through the balance of the extended VYNPS license term.

42. Does SOV agree without qualification with the following statement:

"The overall Vermont Yankee management support at the corporate and plant levels for maintenance is strong and effective."

If your answer is anything other than an unqualified affirmative, then please:

- a. State each and every qualification you have with respect to the quoted assertion.
- b. State each and every fact on which your qualification is based.
- c. Describe all of the evidence in SOV's possession or of which SOV has knowledge that SOV contends establishes each such fact.
- d. For each qualification, either provide the technical qualifications (education, employment history, licenses and certificates, experience, or other information which SOV contends establishes the qualifications of the person), of any person on whose expertise SOV relies for the qualification or state that

SOV does not rely upon the expertise of any person for the qualification.

If SOV agrees with the substance of the foregoing assessment, then please:

- e. State each and every reason why SOV believes that the situation described therein has come to exist.
- f. State each and every reason why, assuming the rejection of this contention, the SOV contends (if it does) that the same condition might not be expected to continue through the balance of the existing VYNPS license term.
- g. State each and every reason why, assuming the rejection of this contention, the SOV contends (if it does) that the same condition might not be expected to continue through the balance of the extended VYNPS license term.

43. Does SOV agree without qualification with the following statement:

"VYNPS's informal management oversight and feedback system works well to assure safe and reliable plant operations."

If your answer is anything other than an unqualified affirmative, then please:

- a. State each and every qualification you have with respect to the quoted assertion.
- b. State each and every fact on which your qualification is based.
- c. Describe all of the evidence in SOV's possession or of which SOV has knowledge that SOV contends establishes each such fact.
- d. For each qualification, either provide the technical qualifications (education, employment history, licenses and certificates, experience, or other information which SOV contends establishes the qualifications of the person), of any person on whose expertise SOV relies for the qualification or state that SOV does not rely upon the expertise of any person for the qualification.

If SOV agrees with the substance of the foregoing assessment, then please:

- e. State each and every reason why SOV believes that the situation described therein has come to exist.
- f. State each and every reason why, assuming the rejection of this contention, the SOV contends (if it does) that the same condition might not be expected to continue through the balance of the existing VYNPS license term.
- g. State each and every reason why, assuming the rejection of this contention, the SOV contends (if it does) that the same condition might not be expected to continue through the balance of the extended VYNPS license term.

44. Does SOV agree without qualification with the following statement:

"VYNPC has implemented a maintenance program adequate to provide reasonable assurance that VYNPC can and will be operated without endangering the health and safety of the public."

If your answer is anything other than an unqualified affirmative, then please:

- a. State each and every qualification you have with respect to the quoted assertion.
- b. State each and every fact on which your qualification is based.
- c. Describe all of the evidence in SOV's possession or of which SOV has knowledge that SOV contends establishes each such fact.
- d. For each qualification, either provide the technical qualifications (education, employment history, licenses and certificates, experience, or other information which SOV contends establishes the qualifications of the person), of any person on whose expertise SOV relies for the qualification or state that SOV does not rely upon the expertise of any person for the qualification.

If SOV agrees with the substance of the foregoing assessment, then please:

- e. State each and every reason why SOV believes that the situation described therein has come to exist.
 - f. State each and every reason why, assuming the rejection of this contention, the SOV contends (if it does) that the same condition might not be expected to continue through the balance of the existing VYNPS license term.
 - g. State each and every reason why, assuming the rejection of this contention, the SOV contends (if it does) that the same condition might not be expected to continue through the balance of the extended VYNPS license term.
- 45. Please define the term "age-related problem" as it is used by SOV in sub-paragraph "d." of Contention 7.
 - 46. Please define the term "timely fashion" as it is used by SOV in sub-paragraph "d." of Contention 7.
 - 47. Does SOV contend that there is an applicable NRC requirement specifying the maximum amount of time within which VYNPC must perform a "review [of] the appropriateness and technical adequacy of completed maintenance activities?" If so, please identify, by citation to or identification of a document, each and every such requirement.
 - 48. Does SOV contend that, without regard to any applicable NRC requirement, there is a maximum amount of time within which VYNPC must perform a "review [of] the appropriateness and technical adequacy of completed maintenance activities?"
 - 49. Unless your answer to the foregoing interrogatory is an unqualified negative, please identify what SOV contends is such maximum amount of time and provide each and every reason why SOV contends that its time is the maximum allowable.
 - 50. Please identify each and every instance of which SOV is aware in which, after the maintenance or repair of a component, the lack or untimeliness of a "review [of] the appropriateness and technical adequacy of completed maintenance activities" subsequently led to "a failure before correction."

51. For each instance identified in response to the foregoing interrogatory, please provide each and every reason why SOV believes (if it does) that the event in question was related to aging.
52. Please define the term "timely updating" as it is used by SOV in sub-paragraph "e." of Contention 7.
53. Please describe the types of circumstances under which SOV understand VYNPC vendor manuals to be updated. For each such type of circumstance, please explain the mechanisms by which, as SOV contends is the case, "information on aging equipment from the vendors will be critical to prevent failure of safety equipment."
54. Please identify each and every instance of which SOV is aware in which an "update" of a vendor manual contained information not previously available that was "critical to prevent failure of safety equipment" in which the criticality was directly related to aging.
55. Does SOV contend that there is an applicable NRC requirement specifying the nature and content of trend analysis programs applicable to the VYNPC maintenance program? If so, please identify, by citation to or identification of a document, each and every such requirement.
56. Please define the term "Reliability-Centered Maintenance (RCM) program" as used by SOV in sub-paragraph "h.(1)" (hereinafter used to refer to the first of the two sub-paragraphs labelled by SOV "h.") of its Contention 7.
57. Please define the term "life-extension" as used by SOV in sub-paragraph "h.(1)" of its Contention 7.
58. Would SOV acknowledge that, *if* what the authors of EPRI NP-6152, (January, 1989) meant by the term "life-extension" does not include the authorization sought by this operating license amendment, *then* sub-paragraph "h.(1)" of Contention 7 is without basis?
59. If your response to the foregoing interrogatory is other than an unqualified affirmative, please state each and every fact or circumstance that SOV contends provides a basis for sub-paragraph "h.(1)" of Contention 7.

60. Please describe what SOV understands to be the special effectiveness of RCM for "life-extension."
61. Does SOV contend that there is an applicable NRC requirement VYNPS have in place, or have made a commitment to, an RCM maintenance program? If so, please identify, by citation to or identification of a document, each and every such requirement.
62. Does SOV contend that, without regard to any NRC requirement, RCM is the only way that a maintenance program can be effective to combat the effects of aging?
63. If your response to the foregoing interrogatory is anything other than an unqualified negative, please state each and every reason why SOV contends that RCM is the only way that a maintenance program can be effective to combat the effects of aging.
64. Please state each and every alternative method to RCM that SOV is aware of and, for each such alternative, state whether SOV contends that the alternative is superior to, equal to, or substantially inferior to RCM for correcting the deficiencies alleged by SOV in its Contention 7, and state each and every reason why SOV so contends.
65. Does SOV agree without qualification with the following statement:

"RCM is primarily a means of decreasing maintenance costs and increasing plant economics, accomplished by eliminating unnecessary preventative maintenance and prioritizing the rest toward those systems and components with the greatest impact on megawatt-hours produced?"

If your answer is anything other than an unqualified affirmative, then please:

- a. State each and every qualification you have with respect to the quoted assertion.
- b. State each and every fact on which your qualification is based.
- c. Describe all of the evidence in SOV's possession or of which SOV has knowledge that SOV contends establishes each such fact.

- d. For each qualification, either provide the technical qualifications (education, employment history, licenses and certificates, experience, or other information which SOV contends establishes the qualifications of the person), of any person on whose expertise SOV relies for the qualification or state that SOV does not rely upon the expertise of any person for the qualification.
- 66. Please explain in detail what connection (if any) SOV contends exists between IR 89-80 and the NRC Draft Analysis for Proposed Rule-making on Maintenance of Nuclear Power Plants, November 1988.
 - 67. Please define what is meant by SOV by the term "weakness in the maintenance programs" as it is used by SOV in sub-paragraph "h.(2)" (hereafter used to refer to the second of the two sub-paragraphs labelled by SOV "h") of its Contention 7.
 - 68. Please state each and every reason SOV contends that "weakness in the maintenance programs" is "of specific risk," and, for each reason, please:
 - a. State each and every fact on which your reason is based.
 - b. Describe all of the evidence in SOV's possession or of which SOV has knowledge that SOV contends establishes each such fact.
 - c. For each reason, either provide the technical qualification (education, employment history, licenses and certificates, experience, or other information which SOV contends establishes the qualifications of the person), of any person on whose expertise SOV relies for the reason or state that SOV does not rely upon the expertise of any person for the reason.
 - 69. Please identify, including but not limited to a specific citation, all "aspects of maintenance problems relevant to the proposed action" for which SOV contends the "Draft Regulatory Analysis" "provides a summary and identification."
 - 70. For each and every "aspect[]" of maintenance problems" identified in response to the foregoing interrogatory, please state each and every reason why SOV contends it is "relevant to the proposed action."

71. Does SOV contend that VYNPS "plant management" has not adequately "review[ed] the industry practice in maintenance planning to determine if the industry trend in establishing formal maintenance planning groups would aid in increasing productivity in the maintenance area." If your answer is anything other than an unqualified negative, then please:
- a. State each and every qualification you have with respect to the quoted assertion.
 - b. State each and every fact on which your qualification is based.
 - c. Describe all of the evidence in SOV's possession or of which SOV has knowledge that SOV contends establishes each such fact.
 - d. For each qualification, either provide the technical qualifications (education, employment history, licenses and certificates, experience, or other information which SOV contends establishes the qualifications of the person), of any person on whose expertise SOV relies for the qualification or state that SOV does not rely upon the expertise of any person for the qualification.
72. Please state each and every reason SOV contends (if it does) that a "review [of] the industry practice in maintenance planning to determine if the industry trend in establishing formal maintenance planning groups would aid in increasing productivity in the maintenance area" would materially impact safety through the balance of the extended VYNPS license term.
73. Please define what is meant by SOV by the term "better computerization of the MR system" as it is used by SOV in sub-paragraph "j" of its Contention 7.
74. Please state each and every reason SOV contends (if it does) that "better computerization of the MR system" would materially impact safety through the balance of the extended VYNPS license term.
75. Please define what is meant by SOV by the term "better utilization of the Assistant to the Operations Supervisor" as it is used by SOV in sub-paragraph "j" of its Contention 7.

76. Please state each and every reason SOV contends (if it does) that "better utilization of the Assistant to the Operations Supervisor" would materially impact safety through the balance of the extended VYNPS license term.
77. Please define what is meant by SOV by the term "sufficient heed to their desires" as it is used by SOV in sub-paragraph "j" of its Contention 7.
78. With respect to the matter referred to on page 47 of its "Supplement to Petition to Intervene" as the second excerpt from "LRS Report, #3-88, p. 7," does SOV possess any information regarding the matter beyond that contained in the LRS Report? If so, please set forth all the information known or believed by SOV to be known by it relating to that matter.
79. Please state each and every reason why SOV contends (if it does) that "pay[ing] sufficient heed to [the operators] desires for hardware repair and replacement" would materially impact safety through the balance of the extended VYNPS license term.
80. Please describe in detail exactly what "more work" SOV contends (if it does) needs to be done in "the certification area," as these terms are used in sub-paragraph "j" of its Contention 7, and state each and every reason SOV contends (if it does) that such work would materially impact safety for the balance of the extended VYNPS license term.
81. Please define the term "formality" as it is used by SOV in sub-paragraph "j" of its Contention 7.
82. Please state each and every reason SOV contends (if it does) that "formality" would materially impact safety for the balance of the extended VYNPS license term.
83. Please define what is meant by SOV by the term "program informality" as it is used by SOV in sub-paragraph "k." of its Contention 7.
84. Please define what is meant by SOV by the term "vulnerable" as it is used by SOV in sub-paragraph "k." of its Contention 7.

85. Please define what is meant by SOV by the term "attrition in the experienced maintenance organization" as it is used by SOV in sub-paragraph "k." of its Contention 7.
86. Please describe how SOV contends that "program informality" (as SOV uses the term) leaves VYNPS "vulnerable" (as SOV defines the term) to "attrition in the experienced maintenance organization" (as SOV uses the term).
87. Please describe each and every enhancement to "program formality" that SOV contends is required to obviate VYNPS's "vulnerability" to "attrition in the experienced maintenance organization," and, for each such enhancement, set forth all of the reasons why SOV contends that, if implemented, the enhancement would obviate the vulnerability.
88. Please define what is meant by SOV by the term "communications problems" as it is used by SOV in sub-paragraph "k." of its Contention 7.
89. Please describe how SOV contends that "program informality" (as SOV uses the term) leaves VYNPS "vulnerable" (as SOV defines the term) to "communications problems" (as SOV uses the term).
90. Please describe each and every enhancement to "program formality" that SOV contends is required to obviate VYNPS's "vulnerability" to "communications problems" and, for each such enhancement, set forth all of the reasons why SOV contends that, if implemented, the enhancement would obviate the vulnerability.
91. Please define what is meant by SOV by the term "incidents involving vendor data shortcomings" as it is used by SOV in sub-paragraph "k." of its Contention 7.
92. Please describe how SOV contends that "program informality" (as SOV uses the term) leaves VYNPS "vulnerable" (as SOV defines the term) to "incidents involving vendor data shortcomings" (as SOV uses the term).
93. Please describe each and every enhancement to "program formality" that SOV contends is required to obviate VYNPS's "vulnerability" to "incidents involving vendor data shortcomings" and, for each such enhancement, set forth all of the reasons why SOV contends that, if implemented, the enhancement would obviate the vulnerability.

94. Please define what is meant by SOV by the term "procedural inadequacies" as it is used by SOV in sub-paragraph "k." of its Contention 7.
95. Please describe how SOV contends that "program informality" (as SOV uses the term) leaves VYNPS "vulnerable" (as SOV defines the term) to "procedural inadequacies" (as SOV uses the term).
96. Please describe each and every enhancement to "program formality" that SOV contends is required to obviate VYNPS's "vulnerability" to "procedural inadequacies" and, for each such enhancement, set forth all of the reasons why SOV contends that, if implemented, the enhancement would obviate the vulnerability.
97. Please define what is meant by SOV by the term "human error" as it is used by SOV in sub-paragraph "k." of its Contention 7.
98. Please describe how SOV contends that "program informality" (as SOV uses the term) leaves VYNPS "vulnerable" (as SOV defines the term) to "human error" (as SOV uses the term).
99. Please describe each and every enhancement to "program formality" that SOV contends is required to obviate VYNPS's "vulnerability" to "human error" and, for each such enhancement, set forth all of the reasons why SOV contends that, if implemented, the enhancement would obviate the vulnerability.
100. Please define what is meant by SOV by the term "tested with satisfactory performance" as it is used by SOV in sub-paragraph "k" of its Contention 7, including the testing interval requirement and the acceptance criteria implied thereby.
101. Please state each and every reason why SOV contends that "the proposed action cannot be considered" until "such maintenance improvements are made and tested with satisfactory performance," and, for each such reason, please:
 - a. State each and every fact on which your reason is based.
 - b. Describe all of the evidence in SOV's possession or of which SOV has knowledge that SOV contends establishes each such fact.

- c. For each reason, either provide the technical qualification (education, employment history, licenses and certificates, experience, or other information which SOV contends establishes the qualifications of the person), of any person on whose expertise SOV relies for the reason or state that SOV does not rely upon the expertise of any person for the reason.
102. Please describe in as much detail as is available to SOV what is referred to by SOV in sub-paragraph "m." of its Contention 7 as "the failure to maintain the Uninterruptible Power Supply."
103. Please set forth each and every reason why SOV contends that what is referred to by SOV in sub-paragraph "m." of its Contention 7 as "the failure to maintain the Uninterruptible Power Supply" demonstrates "a history of maintenance induced problems and incorrectly executed maintenance and surveillance programs."
104. Please set forth each and every reason why SOV contends that what is referred to by SOV in sub-paragraph "m." of its Contention 7 as "the failure to maintain . . . the toxic gas monitors" demonstrates "a history of maintenance induced problems and incorrectly executed maintenance and surveillance programs."
105. Please define what is meant by SOV by the term "reliability standards" as it is used by SOV in sub-paragraph "m" of its Contention 7.
106. Does SOV contend that NRC imposes any requirements as to "reliability standards" as that term is used by SOV in sub-paragraph "m" of its Contention 7. If so, please identify, by citation to or identification of a specific provision of a document, each and every such requirement.
107. With respect to the matter referred to on page 49 of its "Supplement to Petition to Intervene" as "LER-89-24," does SOV possess any information regarding the matter beyond that contained in the Licensee Event Report? If so, please set forth all of the information known or believed by SOV to be known by it relating to that matter.
108. Please describe each and every change to the VYNPS maintenance program or surveillance program that SOV contends, had such change been implemented earlier, would have precluded the occurrence of the matters described in the Licensee Event Report described in the foregoing interrogatory.

109. With respect to the matter referred to on page 49 of its "Supplement to Petition to Intervene" as "LER-89-23," does SOV possess any information regarding the matter beyond that contained in the Licensee Event Report? If so, please set forth all of the information known or believed by SOV to be known by it relating to that matter.
110. Please describe each and every change to the VYNPS maintenance program or surveillance program that SOV contends, had such change been implemented earlier, would have precluded the occurrence of the matters described in the Licensee Event Report described in the foregoing interrogatory.
111. With respect to the matter referred to on page 49 of its "Supplement to Petition to Intervene" as "LER-89-17," does SOV possess any information regarding the matter beyond that contained in the Licensee Event Report? If so, please set forth all of the information known or believed by SOV to be known by it relating to that matter.
112. Please describe each and every change to the VYNPS maintenance program or surveillance program that SOV contends, had such change been implemented earlier, would have precluded the occurrence of the matters described in the Licensee Event Report described in the foregoing interrogatory.
113. With respect to the matter referred to on page 49 of its "Supplement to Petition to Intervene" as "LER-89-14," does SOV possess any information regarding the matter beyond that contained in the Licensee Event Report? If so, please set forth all of the information known or believed by SOV to be known by it relating to that matter.
114. Please describe each and every change to the VYNPS maintenance program or surveillance program that SOV contends, had such change been implemented earlier, would have precluded the occurrence of the matters described in the Licensee Event Report described in the foregoing interrogatory.
115. With respect to the matter referred to on page 49 of its "Supplement to Petition to Intervene" as "LER-89-10," does SOV possess any information regarding the matter beyond that contained in the Licensee Event Report? If so, please set forth all of the information known or believed by SOV to be known by it relating to that matter.
116. Please describe each and every change to the VYNPS maintenance program or surveillance program that SOV contends, had such change

been implemented earlier, would have precluded the occurrence of the matters described in the Licensee Event Report described in the foregoing interrogatory.

117. With respect to the matter referred to on page 49 of its "Supplement to Petition to Intervene" as "LER-88-14," does SOV possess any information regarding the matter beyond that contained in the Licensee Event Report? If so, please set forth all of the information known or believed by SOV to be known by it relating to that matter.
118. Please describe each and every change to the VYNPS maintenance program or surveillance program that SOV contends, had such change been implemented earlier, would have precluded the occurrence of the matters described in the Licensee Event Report described in the foregoing interrogatory.
119. With respect to the matter referred to on page 49 of its "Supplement to Petition to Intervene" as "LER-88-13," does SOV possess any information regarding the matter beyond that contained in the Licensee Event Report? If so, please set forth all of the information known or believed by SOV to be known by it relating to that matter.
120. Please describe each and every change to the VYNPS maintenance program or surveillance program that SOV contends, had such change been implemented earlier, would have precluded the occurrence of the matters described in the Licensee Event Report described in the foregoing interrogatory.
121. With respect to the matter referred to on page 49 of its "Supplement to Petition to Intervene" as "LER-88-09," does SOV possess any information regarding the matter beyond that contained in the Licensee Event Report? If so, please set forth all of the information known or believed by SOV to be known by it relating to that matter.
122. Please describe each and every change to the VYNPS maintenance program or surveillance program that SOV contends, had such change been implemented earlier, would have precluded the occurrence of the matters described in the Licensee Event Report described in the foregoing interrogatory.
123. With respect to the matter referred to on page 49 of its "Supplement to Petition to Intervene" as "LER-88-09," please:

- a. Explain what is meant by the term "(inadequate non-safety related maintenance caused reactor trip)".
 - b. Identify the author of the phrase quoted in sub-part a of this interrogatory.
 - c. Explain all of the reasons why SOV so classifies the event in question.
124. With respect to the matter referred to on page 49 of its "Supplement to Petition to Intervene" as "LER-88-05," does SOV possess any information regarding the matter beyond that contained in the Licensee Event Report? If so, please set forth all of the information known or believed by SOV to be known by it relating to that matter.
125. Please describe each and every change to the VYNPS maintenance program or surveillance program that SOV contends, had such change been implemented earlier, would have precluded the occurrence of the matters described in the Licensee Event Report described in the foregoing interrogatory.
126. With respect to the matter referred to on page 50 of its "Supplement to Petition to Intervene" as "LER-88-04," does SOV possess any information regarding the matter beyond that contained in the Licensee Event Report? If so, please set forth all of the information known or believed by SOV to be known by it relating to that matter.
127. Please describe each and every change to the VYNPS maintenance program or surveillance program that SOV contends, had such change been implemented earlier, would have precluded the occurrence of the matters described in the Licensee Event Report described in the foregoing interrogatory.
128. With respect to the matter referred to on page 50 of its "Supplement to Petition to Intervene" as "LER-88-03," does SOV possess any information regarding the matter beyond that contained in the Licensee Event Report? If so, please set forth all of the information known or believed by SOV to be known by it relating to that matter.
129. Please describe each and every change to the VYNPS maintenance program or surveillance program that SOV contends, had such change been implemented earlier, would have precluded the occurrence of the matters described in the Licensee Event Report described in the foregoing interrogatory.

130. With respect to the matter referred to on page 50 of its "Supplement to Petition to Intervene" as "LER-89-07," does SOV possess any information regarding the matter beyond that contained in the Licensee Event Report? If so, please set forth all of the information known or believed by SOV to be known by it relating to that matter.
131. Please describe each and every change to the VYNPS maintenance program or surveillance program that SOV contends, had such change been implemented earlier, would have precluded the occurrence of the matters described in the Licensee Event Report described in the foregoing interrogatory.
132. With respect to the matter referred to on page 50 of its "Supplement to Petition to Intervene" as "LER-87-07," does SOV possess any information regarding the matter beyond that contained in the Licensee Event Report? If so, please set forth all of the information known or believed by SOV to be known by it relating to that matter.
133. Please describe each and every change to the VYNPS maintenance program or surveillance program that SOV contends, had such change been implemented earlier, would have precluded the occurrence of the matters described in the Licensee Event Report described in the foregoing interrogatory.
134. With respect to the matter referred to on page 50 of its "Supplement to Petition to Intervene" as "LER-85-07," does SOV possess any information regarding the matter beyond that contained in the Licensee Event Report? If so, please set forth all of the information known or believed by SOV to be known by it relating to that matter.
135. Please describe each and every change to the VYNPS maintenance program or surveillance program that SOV contends, had such change been implemented earlier, would have precluded the occurrence of the matters described in the Licensee Event Report described in the foregoing interrogatory.
136. With respect to the matter referred to on page 50 of its "Supplement to Petition to Intervene" as "LER-84-11," does SOV possess any information regarding the matter beyond that contained in the Licensee Event Report? If so, please set forth all of the information known or believed by SOV to be known by it relating to that matter.

137. Please describe each and every change to the VYNPS maintenance program or surveillance program that SOV contends, had such change been implemented earlier, would have precluded the occurrence of the matters described in the Licensee Event Report described in the foregoing interrogatory.
138. Please define "weakness" as that term is used by SOV in sub-paragraph "I" of its Contention 8.
139. Please define "future inadequacies in the maintenance program" as that term is used by SOV in sub-paragraph "I" of its Contention 8.
140. Please state each and every reason SOV contends that VYNPS will have "future inadequacies in [its] maintenance program", and, for each such reason, please:
- a. State each and every fact on which your reason is based.
 - b. Describe all of the evidence in SOV's possession or of which SOV has knowledge that SOV contends establishes each such fact.
 - c. For each reason, either provide the technical qualification (education, employment history, licenses and certificates, experience, or other information which SOV contends establishes the qualifications of the person), of any person on whose expertise SOV relies for the reason or state that SOV does not rely upon the expertise of any person for the reason.
141. Please define "adequacy of the containment" as that term is used by SOV in sub-paragraph "I" of its Contention 8.
142. Please state each and every reason SOV contends that "past and future inadequacies of the maintenance program" "put in doubt" the "adequacy of the containment for the extended period," and, for each reason, please:
- a. Please list each of the "inadequacies" that SOV contends put the matter in doubt.
 - b. State each and every fact on which your reason is based.

- c. Describe all of the evidence in SOV's possession or of which SOV has knowledge that SOV contends establishes each such fact.
 - d. For each reason, either provide the technical qualification (education, employment history, licenses and certificates, experience, or other information which SOV contends establishes the qualifications of the person), of any person on whose expertise SOV relies for the reason or state that SOV does not rely upon the expertise of any person for the reason.
143. Please define what is meant by SOV by the term "the reliance claimed" as it is used by SOV in sub-paragraph "n" of its Contention 7.
144. Please define the term "gross age failure of the drywell paint system" as it is used by SOV in sub-paragraph "n" of its Contention 8.
145. With respect to the matter of "gross age failure of the drywell paint system" referred to by SOV in sub-paragraph "n" of its Contention 8, does SOV possess any information regarding the matter beyond that contained in "letter, BVY 89-69, Pelletier to NRC"? If so, please set forth all of the information known or believed by SOV to be known by it relating to that matter.
146. Please define the term "adequacy of the coating system in the extended period" as it is used by SOV in sub-paragraph "n" of its Contention 8.
147. Please state each and every reason SOV contends (if it does) that the "adequacy of the coating system" would differ for the extended period from its "adequacy" for the balance of the present VYNPS license term, and, for each reason, please:
- a. State each and every fact on which your reason is based.
 - b. Describe all of the evidence in SOV's possession or of which SOV has knowledge that SOV contends establishes each such fact.
 - c. For each reason, either provide the technical qualification (education, employment history, licenses and certificates, experience, or other information which SOV contends establishes the qualifications of the person), of any person on

whose expertise SOV relies for the reason or state that SOV does not rely upon the expertise of any person for the reason.

148. Please set forth all of the information known or believed by SOV to be known by it relating to "torus wall thinning experienced at Nine Mile Point."
149. Please set forth each and every respect, and reason therefor, why SOV contends that the "torus wall thinning experienced at Nine Mile Point" applies to VYNPS.
150. Please define what is meant by SOV by the term "ECCS criteria is not met" as it is used by SOV in sub-paragraph "o" of its Contention 8.
151. Please define what is meant by SOV by the term "misoperation of a proposed hardened containment vent" as it is used by SOV in sub-paragraph "o" of its Contention 8, including for each mode of "misoperation" that SOV contends might occur, the resulting plant condition and safety impact.
152. Please state each and every reason SOV contends that "ECCS pump suction [sic] must . . . be evaluated with regard to the effects of operation and misoperation of a proposed hardened containment vent," and, for each reason, please:
 - a. State each and every fact on which your reason is based.
 - b. Describe all of the evidence in SOV's possession or of which SOV has knowledge that SOV contends establishes each such fact.
 - c. For each reason, either provide the technical qualification (education, employment history, licenses and certificates, experience, or other information which SOV contends establishes the qualifications of the person), of any person on whose expertise SOV relies for the reason or state that SOV does not rely upon the expertise of any person for the reason.
153. Please identify each person assisting SOV in the preparation of its answers to these interrogatories.
154. For each person required to be identified in response to the foregoing interrogatory, please

- a. Identify the interrogatory answers prepared by that person or, if such person prepared only a portion of an answer, the portions of the answer provided by such person.
 - b. Provide the technical qualifications (education, employment history, licenses and certificates, experience, or other information which SOV contends establishes the qualifications of the person), if any, of such person in each area in which SOV contends such person to be technically qualified.
 - c. Identify each and every report, paper or other document prepared by such person (whether or not in conjunction with other persons) and made available to SOV.
155. If, in response to any of the foregoing interrogatories, SOV has responded that it cannot answer or that it cannot answer completely without the acquisition by it of additional information, for each such response:
- a. Describe the additional information that SOV contends is required in order for it to answer or to answer completely the interrogatory.
 - b. State each and every reason why SOV contends that the acquisition of such information is necessary in order for it to answer or to answer completely the interrogatory.
 - c. State the steps that SOV is taking to acquire the information, and, for each step, the anticipated date on which it will be completed.
 - d. State the intentions, if any, of SOV concerning supplementation of its answer to the interrogatory, including (if supplementation is intended), the date on which it is anticipated that SOV will serve its supplemental response.
156. Does SOV intend to offer into evidence the testimony of any expert witness or witnesses? If so, then for each such witness, provide:
- a. An identification of the witness.
 - b. The technical qualifications (education, employment history, licenses and certificates, experience, or other information which SOV contends establishes the qualifications of the

witness), if any, of the witness in each area in which SOV contends the witness to be technically qualified.

- c. A summary of the facts and opinions to which SOV expects the witness to testify.
- d. For each such opinion, a summary of the basis therefor.

By its attorneys,



R. K. Gad III
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Telephone: 617-951-7520

Dated: April 5, 1990.

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I, R. K. Gad III, hereby certify that on April 5, 1990, I made service of the within interrogatories, by mailing copies thereof, first class mail, postage prepaid, as follows:

Robert M. Lazo, Esquire
Chairman
Atomic Safety and Licensing Board
U.S.N.R.C.
Washington, D.C. 20555

Jerry Harbour
Administrative Judge
Atomic Safety and Licensing Board
U.S.N.R.C.
Washington, D.C. 20555

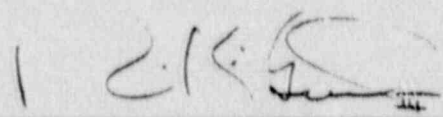
Frederick J. Shon
Administrative Judge
Atomic Safety and Licensing Board
U.S.N.R.C.
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