

RELATED CORRESPONDENCE

UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION

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USNRC

'82 NOV 18 A10:44

Before the Atomic Safety and Licensing Board

In the Matter of	)	
	)	
LONG ISLAND LIGHTING COMPANY	)	Docket No. 50-322 (OL)
	)	
(Shoreham Nuclear Power Station,	)	
Unit 1)	)	

LILCO'S STATUS REPORT ON ISSUES  
CURRENTLY AVAILABLE FOR SETTLEMENT

In response to the Board's request for a November 16 status conference on open issues, LILCO submits this report:

1. CONTENTIONS ON WHICH TESTIMONY HAS BEEN FILED

1. SC Contention 5 -- Loose Parts Monitoring: Since the litigation of this issue, settlement discussions have been pursued at length with SC. A draft Agreement has been reached with SC and the Staff on every issue known or believed by LILCO to be open. A proposed final agreement has been prepared and signed by LILCO and was sent to SC on October 26. Nothing has been heard from SC in reply.

2. SC Contention 3/SOC Contention 8: Since the pre-filing of testimony on May 25, 1982, LILCO has prepared and distributed on October 15, 1982 a Shoreham-specific report on ICC (Review of Shoreham Water Level Measurement System, SLI-8221, September 1981). LILCO has also distributed, on September 24, a generic BWR Owners' Group report (Review of BWR Reactor Vessel Water Level Measurement Systems, SLI-8211, July 1982). Also on

DS03

September 24, 1982, LILCO distributed two chapters of a second BWR Owners' Group report then (and still) in progress,

Inadequate Core Cooling Detection in Boiling Water Reactors.

The two chapters (3 -- "Inadequate Core Cooling in BWRs"; and 5 -- "Evaluations of Alternative Inadequate Core Cooling Detection Devices") are the two chapters of the generic report which are not necessarily supplanted by the more detailed information in the Shoreham-specific report; they are also in final form. With this background and given the Board's interest in obtaining a substantive report on this issue on November 16, a meeting among LILCO, SC and the Staff took place on November 11 at Hunton & Williams' Washington, DC offices. SC and the Staff had previously met on November 8 without LILCO. Proposals for resolution of (1) water level measurement issues and (2) more general ICC issues were discussed, and a second meeting was scheduled for this Thursday, November 18. It is LILCO's view that the second meeting may well point the way directly to a settlement (total or partial) of this contention. If it does not, LILCO is prepared to litigate it at the Board's convenience following the conclusion of QA/QC Issues.

3. SC/SOC Contention 18 -- Human Factors (Equipment):

Agreement has been reached, to the best of LILCO's knowledge and belief, on all issues on this contention. A proposed final agreement has been prepared and executed by LILCO and was sent to SC on November 2. Nothing has been heard from SC in reply.

4. SC Contention 24/SOC Contentions 19(c), (d) -- Cracking of Materials: Agreement was reached with SC and an agreement signed by LILCO was forwarded to SC on October 18. That agreement preserved SC's right to argue in favor of, and LILCO's right to argue against, the litigability of the "Halapatz Concern" about possible stainless steel cracking in reactor internals (Board Notification 82-20, July 20, 1982).<sup>1/</sup> On October 25, SC notified the Staff and LILCO by letter that because of large-diameter pipe cracking phenomena observed in May at the Nine Mile Point reactor, described in IE Bulletin 82-03 (October 14, 1982) and subsequent Staff review of it, SC would refuse to sign the agreement until its consultant had "had an opportunity to review whatever documentation exists concerning the issues and meetings discussed in IEB 82-03 . . . ." LILCO replied to SC on October 29 in a letter which pointed out that SC's consultant had been aware of the Nine Mile Point phenomena, that he had had specific language addressed to that issue inserted into the draft agreement, and that thus LILCO saw no respect in which IFB 82-03 modified the

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<sup>1/</sup> SC requested, by letter dated October 22, 1982, copies of all documents reviewed by Joseph Halapatz, originator of the "Halapatz Concern," in a meeting between him and GE personnel in San Jose on September 22, 1982. A proprietary agreement pertaining to these documents was given to SC on October 29, 1982, and the documents have been provided to SC counsel and consultants, pursuant to that agreement, on November 5, 1982. Since SC's ability to argue the litigability of the Halapatz Concern is explicitly preserved in the Agreement, its pendency does not affect the issue of whether the agreement is ready for execution.

conditions underlying the agreement. The Staff ascertained that the only document in the Staff's possession concerning the generic subject of IEB 82-03 was a proprietary GE document, and so reported to SC on November 3 by letter. On November 4, LILCO provided that document to SC counsel and consultant upon execution of a proprietary agreement. Nothing has been heard from SC since that time. Copies of all pertinent correspondence are attached hereto.

5. SC Contention 31/SOC Contention 19(g) -- Electrical

Separation: LILCO has prepared responses to the Board's three questions of August 27 concerning the August 26 Resolution Agreement ("Agreement") on this matter:

- (1) Lateness of potential litigation: The areas reserved for potentially last-minute litigation under ¶ 2 of the Agreement are violations detected by the special inspections, which are proposed to be corrected by analysis ("Option 4" of the Tedesco letter of August 31, 1981). LILCO will minimize the risk of late-occurring disputes by dividing the plant into 23 areas, inspecting each area sequentially, and distributing area-by-area inspection reports upon completion, thus flagging possible issues as early as possible. The inspection will begin imminently.
- (2) Staff involvement in the inspection: The NRC Staff has agreed that various of its resident I&E inspectors will familiarize themselves with the inspection procedures and will observe inspections on a random basis.

(3) Selection of the 20% sample: The sample has been selected on a random basis using a computer-generated listing. This listing was reviewed to verify that the 20% sample was, in fact, distributed throughout the plant.

Further details of each of these proposals, as well as answers to various Suffolk County comments on proposed inspection procedures, are set forth in a letter of November 15 to SC counsel, a copy of which is attached.

6. ECCS Cutoff/Restart: Pursuant to the July 30, 1982 Resolution Agreement on this issue, LILCO was to prepare a report evaluating the installation of an automatic restart function on the Core Spray (CS) system. This report, "Evaluation of Core Spray System Automatic Restart for Shoreham Nuclear Power Station" (9/28/82), was served on the other parties on October 12. On October 21 and November 1 LILCO and GE personnel talked by telephone with SC counsel and consultants, pursuant to the July 30 Agreement, concerning the substance of the final report. On November 3, SC counsel tendered LILCO a letter proposal for final resolution of the issue; on November 8, 1982 LILCO counsel accepted SC counsel's letter proposal and offered to draft a final agreement if SC counsel would be otherwise occupied for more than the next few days. SC counsel is currently involved in another matter for the next several days and LILCO, having not heard a response to its offer to produce a draft, does not expect to receive a draft of a final agreement before next week.

II. CONTENTIONS IMPACTED BY SER OPEN ITEMS

LILCO has made repeated efforts to stimulate settlement discussions on areas affected by SER Open Items. Suffolk County has taken the position that before it can discuss settlement of any such issue, it must have at least one "technical meeting" involving, essentially, informal discovery of LILCO and the Staff not limited to areas covered by the contention. Although it is LILCO's view that SC should know its contentions and their substance sufficiently to discuss their potential resolution without the need for preliminary meetings keyed to resolution of open items between LILCO and the Staff, LILCO and the Staff have nevertheless agreed to such meetings in the overall interest of furthering the settlement process. Issue-by-issue status reports follow:

1. SC 1 -- Remote Shutdown Panel: The Staff's open item was essentially resolved in August after the submittal of SNRC-757; this fact was formalized by the Staff's SER input, filed under cover of an October 6, 1982 letter from Staff counsel to the ASLB. A "technical meeting" was held on October 6, after two previously scheduled meetings has been cancelled by SC. A second meeting could not be arranged, because of SC's scheduling problems, until November 4, but was held that day. SC indicated at that second meeting that it expected to transmit a settlement proposal to LILCO by November 12. LILCO has received nothing to date. On December 2, LILCO expects to file



either a settlement agreement or written direct testimony on this contention.

2. SOC 19(i) -- Seismic Qualifications: The second SQRT audit report was issued on November 10. LILCO believes that it can submit all remaining information necessary to close the SER issue before the end of November. A "technical meeting" was held on October 22. SC is to notify LILCO when it wishes to hold a second meeting. LILCO wants to meet.

3. SC Contention 8/SOC Contention 19(h) -- Environmental Qualifications: The only open area of this contention, for SER purposes, involves interim justifications. LILCO submitted in early November what it believes to be adequate information to close out interim justifications for electrical equipment, and expects to submit the interim justifications for mechanical equipment by the end of November. A "technical meeting" among LILCO, SC and the Staff was held on October 21. SC is to notify LILCO when it wishes to commence actual settlement talks. LILCO believes that they can be productively begun now.

4. SC Contention 32/SOC Contention 19(f) -- Electrical Penetrations: With respect to the SER Open Item, LILCO intends to file within the coming week what it believes will be adequate information to enable the Staff to close out remaining issues (dealing with one set of penetrations). That portion of the October 21 "technical meeting" on environmental qualification dealing with electrical penetration was postponed at

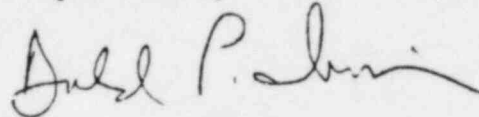
LILCO's suggestion because of the then-unresolved status of its own analysis of the SER open item area. LILCO is now prepared to commence discussion on this issue.

5. SC 23 -- Containment Isolation: Three SER items remain open. LILCO expects to submit its remaining information to the Staff within the next few weeks to close them. At that point, it may be fruitful to commence settlement discussions.

III. OTHER ITEMS

Security: Barring unexpected last-minute disagreements, LILCO expects to join with SC and the Staff in a final, complete resolution of SC's security contentions, to be filed with the ASLB panel appointed to hear that set of issues on or before the November 24 check date set by that Board.

Respectfully submitted,



Donald P. Irwin  
One of Counsel for  
Long Island Lighting Company

Hunton & Williams  
P.O. Box 1535  
Richmond, VA 23212

DATED: November 15, 1982



KIRKPATRICK, LOCKHART, HILL, CHRISTOPHER & PHILLIPS

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October 25, 1982

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David A. Repka, Esq.  
U.S. Nuclear Regulatory Commission  
7735 Old Georgetown Road  
8th Floor, Room 8794  
Bethesda, Maryland 20814

Dear Dave:

We just received a copy of IE Bulletin No. 82-03, "Stress Corrosion Cracking in Thick-Wall, Large Diameter, Stainless Steel, Recirculation System Piping at BWR Plants," dated October 14, 1982. The Bulletin refers to two meetings (September 16, 1982 and September 27, 1982) held between the Staff and BWR licensees to review IGSCC experiences and the implications of the Nine Mile Point IGSCC degradation in main recirculation piping welds, and to discuss the extent and results of examining welds in the recirculation system for BWR plants currently in or scheduled to be in a refueling mode or extended outage through January 31, 1983. The Bulletin indicates that as a result of the meetings, the "Staff has determined that additional information is needed to assess the effectiveness of the UT methods employed or planned to be used and to determine whether such piping should be designated 'service-sensitive' in accordance with NUREG-0313, Rev. 1 . . . ."

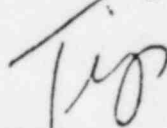
IGSCC in the recirculation system piping is one of the central issues raised in Suffolk County Contention 24. Accordingly, the matters covered in IEB 82-03, and the subjects discussed during the meetings referenced therein, are directly related to that contention. The County was not notified, in advance, that meetings on these subjects were being held. The lack of notice is particularly disturbing because the events described in IEB 82-03 were occurring while the County and other parties were attempting to negotiate a resolution of SC Contention 24. Suffolk County's technical consultant thus participated in such negotiations at a disadvantage, since he had not been informed about clearly pertinent events, of which the other parties to the negotiations were presumably aware.

The proposed Resolution of SC Contention 24 has not yet been executed by the County. It is presently undergoing final County approval. Such approval will be held in abeyance until the County's technical consultant has had an opportunity to review whatever documentation exists concerning the issues and meetings discussed in IEB 82-03, and he is able to satisfy himself that such data do not require changes in the SC 24 resolution.

Therefore, the County hereby requests copies of any minutes, transcripts, or reports of the meetings referenced in IEB 82-03 and any other meetings on related matters, as well as submissions, correspondence or other documents concerning the matters raised and discussed in IEB 82-03. In addition, the County expects to receive notice, in advance, of any meetings or discussions which occur in the future on these matters, so the County's technical consultant may attend or participate.

Please let me know when we can expect to receive the materials requested.

Sincerely,



Karla J. Letsche

cc: Donald P. Irwin, Esq.  
Dale G. Bridenbaugh

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FILE NO. 24566.3

DIRECT DIAL NO. 804 788-835

November 4, 1982

BY HAND

Karla J. Letsche, Esq.  
Kirkpatrick, Lockhart, Hill,  
Christopher & Phillips  
1900 M Street, N.W.  
Washington, D.C. 20036

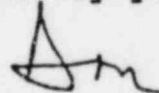
SC-24 (Cracking)

Dear Tip:

I have Dave Kepka's November 3 letter replying to your October 25 request for documents in the Staff's possession from the September 16 and 27 meetings on the IGSCC phenomenon. That letter stated that the only document in the Staff's possession was a proprietary GE submittal dated September 30, 1982.

I enclose a GE proprietary agreement form. Promptly upon your and Dale Bridenbaugh's execution of the form, GE is amenable to release of this submittal to you and him.

Sincerely yours,



Donald P. Irwin

DPI/403

Enclosure

cc: David A. Repka, Esq.

bc: Mr. Phil Bohm  
Daniel O. Flanagan, Esq.

# HUNTON & WILLIAMS

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SC Contention 24 -- Cracking:  
IE Bulletin 82-03

Dear Tip:

I have received your October 25 letter to Dave Repka relating to IE Bulletin 82-03, dated October 14, 1982, and the pending settlement agreement on cracking of materials, Suffolk County Contention 24. It is your prerogative, of course, to decline to sign any agreement until you are satisfied with its circumstances. I trust that the documents which you have requested from the Staff will clarify the issue, and by copy of this letter I'm asking Dave Repka to send me copies of the same materials, and urge him to do so posthaste.

Still, your letter leaves some misimpressions which must be clarified. First, it appears to suggest that the Nine Mile Point IGSCC phenomenon, on which IE Bulletin 82-03 is based, is somehow new material. It is not, of course. The County's consultant, Dale Bridenbaugh, evidenced good knowledge, during our negotiations, of the phenomenon which was first noticed at Nine Mile Point in March 1982, and the settlement agreement draft, at pp. 13-14, contains language, inserted at the County's request, which specifically reflects the County's concerns with it:

In addition, LILCO and SC consultants have discussed the major replacement program currently underway at the Nine Mile Point, Unit 1 plant. It is anticipated that this experience will provide valuable experience and input for possible future programs.

. . . .

(4) Closely follow the plan and implementation of the large recirculation pipe replacement program currently underway at Nine Mile Point, Unit 1.

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LILCO will advise SC of its implementation of its Item 4 commitment no later than 20 days prior to commencement of fuel load or by November 15, 1982, whichever is earlier.

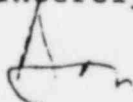
You will note that the quoted material (§ (4)) contains a LILCO commitment to provide its reaction to the Nine Mile Point program by November 15, assuming that this settlement agreement is executed.

Second, your letter appears to suggest that meetings held on September 16 and 27 on the matter were not announced, improperly, to the County since settlement discussions on this issue were occurring simultaneously. This is, of course, not accurate. Settlement negotiations on everything except the "Halapatz concern" were completed well before mid-September; indeed, your September 13 letter to Dan Flanagan refers to the settlement agreement as "ready to be finalized." I can also assure you that counsel for LILCO are no more knowledgeable about those meetings than you appear to be.

Third, you appear to suggest that I&E has concluded that IGSCC is a problem requiring immediate action by all licensees and permittees. This is not so: IE Bulletin 82-03 puts all licensees, other than those in a current of imminent refueling or other prolonged outage, merely into an "information only" category. No action of LILCO is required by this IE Bulletin. Even the actions required of companies affected by the IE Bulletin 82-03 are limited to monitoring the effectiveness of ultrasonic testing and other ISI measures, which are regulated under Reg. Guide 1.150 and are subjects which were thoroughly explored and agreed upon in connection with the settlement of SC Contention 25.

In short, IE Bulletin 82-03 treats, so far as I can tell, a subject with which the parties were already familiar in detail; does not change the contours of that subject; and is encompassed within the scope of the existing draft agreement on SC 24. Unless the documents which you have requested from Dave Repka present a significantly different situation than has appeared to date, I trust Suffolk County will not find itself unable, by virtue of IE Bulletin 82-03, to carry through to fruition the long negotiation process on this contention.

Sincerely yours,



Donald P. Irwin

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cc: David A. Repka, Esq. (NRC)  
Robert M. Kascask  
Brian R. McCaffrey





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

November 3, 1982

Karla J. Letsche, Esq.  
Kirkpatrick, Lockhart, Hill,  
Christopher & Phillips  
1900 M Street, N.W.  
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Washington, D.C. 20036

In the Matter of  
Long Island Lighting Company  
(Shoreham Nuclear Power Station, Unit 1)  
Docket No. 50-322 (OL)

Re: SC Contention 24-IE Bulletin 82-03

Dear Ms. Letsche:

I have finally received copies of your three letters to me dated October 25, 1982. I will respond separately to each of the matters you addressed.

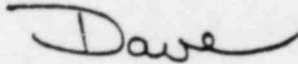
In your letter on Contention SC 24 and IE Bulletin 82-03, you express a concern that your technical consultants were not present at two meetings (September 16, 1982 and September 27, 1982) held to review IGSCC experiences at Nine Mile Point. The technical staff informs me that only the first of the two meetings involved a generic discussion of IGSCC. At that meeting General Electric made a presentation to the NRC Staff, which, I am told, did not include new information. The second meeting was a Nine Mile Point specific meeting with only tenuous relevance to Suffolk County's contention.

You have rather broadly requested any minutes, transcripts, or reports of the meetings referenced in IEB 82-03 and any other correspondence or documents concerning the matter. The Staff has not prepared any such documents. However, on September 30, 1982, General Electric did send to the NRC a summary of its presentation on IGSCC made at the September 16 meeting. The Staff considers this document to serve as minutes and a summary of the meeting. General Electric has labeled the document proprietary and I have asked Don Irwin to pursue making it available to you.



Finally, I understand that Dale Bridenbaugh has called Warren Hazelton to discuss these two meetings and the problem of IGSCC. Mr. Hazelton was present at both meetings, and Dale should feel free to call again if he needs any further information to facilitate his review of the settlement agreement on SC 24.

Sincerely,

A handwritten signature in cursive script that reads "Dave".

David A. Repka  
Counsel for NRC Staff

✓ cc: Donald P. Irwin, Esq.

**HUNTON & WILLIAMS**

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November 15, 1982

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BY HAND

Electrical Separation: SC 31/SOC 19(g)

Dear Larry:

This letter responds to the Atomic Safety and Licensing Board's questions of August 27, 1982 (Tr. 9930-35) concerning various provisions of the Resolution of SC Contention 31/SOC Contention 19(g) -- Electrical Separation, dated August 26, 1982 (the "Agreement"). It also responds to the comments tendered on behalf of Suffolk County (the "County") under cover of your letter of October 11, 1982, concerning inspection procedures sent to the County by LILCO on August 31, 1982.

I. BACKGROUND

On August 27, 1982, the Board requested clarification of three aspects of the Agreement:

1. Whether, in view of the closeness to fuel load of various actions contemplated by the Agreement, the NRC Regulatory Staff should be enabled to become sufficiently knowledgeable about the performance of the inspection called for under ¶ 1(c) of the Agreement to be able to render a timely, independent judgment on it (Tr. 9930-31, 9934-35);

2. Why the time frame for resolution of disputes relating to the electric inspection needed to be so close (potentially beginning as little as 20 days) before fuel load (Tr. 9932); and

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3. The basis for selection of the 20% sample of cable and raceway contemplated in ¶ 1(c) of the Agreement (Tr. 9932).

Your October 11 letter forwards an attachment which suggests that the inspection procedures sent by LILCO to Suffolk County on August 31, 1982 pursuant to ¶ 1(c) of the Agreement (Stone and Webster (SWEC) Quality Control Instructions FS 1-F 12.1-07D (April 4, 1980) and FS 1-F 12.1-08I (March 19, 1982)) appeared inconsistent in six stated respects with various provisions of the Agreement and Attachment A thereto.<sup>1/</sup> I have appended the attachment to your October 11 letter to this letter.

In anticipation of our report to the Board tomorrow, November 16, I will address both sets of questions -- the Board's and yours -- in this letter.

### II. LILCO'S INSPECTION

Let me start, however, by identifying what LILCO is doing to fulfill its commitments under the Agreement. First, although the Agreement does not require it,<sup>2/</sup> LILCO is in fact

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<sup>1/</sup> The attachment to your October 11 letter also asserts that SC wishes to reserve a later opportunity to compare the inspection procedures for consistency with FSAR § 3.12 and the basic S&W work specification, SH1-159. The scope of the inspection called for under ¶ 1(c) of the Agreement, and thus of SC's right of comment on the adequacy of procedures to accomplish that inspection, do not, of course, extend to the full breadth of either FSAR ¶ 3.12 or SH1-159, and LILCO does not accept the attempted reservation of nonexistent rights. LILCO's position would be no different if the October 11 letter had been timely submitted, i.e., by September 15, as required by ¶ 1(c) of the Agreement.

<sup>2/</sup> The Agreement states that "LILCO has inspected or will inspect . . ." the stipulated kinds and number of cable and raceway according to the criteria in the Agreement. LILCO believes that the inspections already accomplished using the QCI's forwarded to you on September 15 substantially satisfied the requirements of ¶ 1(c) of the Agreement and of Appendix A thereto, and that the reference to a "reinspection program" in the first paragraph of the attachment to your October 11 letter misconceives the requirements of the Agreement. Nevertheless, as stated above, LILCO is in fact performing a special 20% inspection.

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independently reinspecting 20% of the Class 1E cable and raceway installations and the non-Class 1E cables and raceways in the vicinity of such Class 1E cables and raceways. The inspection is being conducted using a randomly selected 20% sample of cable and raceway distributed among each of 23 areas covering the entire plant. The results of the inspection, including violations, will be written up on inspection reports ("QCIR's") specifically designed for the inspection. The basic procedure for this inspection (the "Procedure"), including the method of selection of the 20% sample, actual inspection procedures, sample QCIR inspection report form, and listing of the 23 sectors into which the plant has been divided for purposes of the inspection, is set forth in the attached document entitled "Resolution of SC Contention 31/SOC Contention 19(g): Electrical Separation: Sample Selection and Inspection Procedure," dated November 2, 1982.

Under the inspection process, which is to commence in the immediate future, individual areas will be inspected in sequence as work on them is completed and they are turned over to the plant staff. Individual areas will be inspected per the Procedure and the results, including any violations which LILCO proposes (Tedesco Option 4), will promptly be made available to the Staff, Suffolk County and SOC, in accordance with the Agreement.<sup>3/</sup> One purpose of this sequential process will be to move as many of the inspection results as possible as far forward in time as possible, so as to minimize the likelihood of last-minute litigation immediately before planned fuel load. The final inspection report will be submitted, as called for by ¶ 1(c) of the Agreement, at least 20 days before fuel load. Although it will probably not be possible before that time to determine definitively whether the number of violations is such as to require a 100% inspection, it should be possible to get a sense of its likelihood as the inspection proceeds.

Finally, Brian McCaffrey has talked with Mr. James Higgins, the chief NRC resident inspector at Shoreham, concerning NRC participation in the inspection process. Under this Agreement, Mr. Higgins, or one of his staff, will become knowledgeable about the Procedure and will accompany Stone & Webster Field Quality Control inspectors at random on inspections of various (though not necessarily all) areas, verify

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<sup>3/</sup> As you know, under ¶¶ 1(c) and 2 of the Agreement, the Staff has committed to use its best efforts to evaluate within 14 days any violation proposed by LILCO to be resolved by analysis, and SC and SOC have 10 days thereafter to submit any contentions relative to any violations corrected by analysis.

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that the inspection was being conducted in accordance with the Procedure, and provide the "element of witnessing" with which the Board was concerned.

### III. BOARD QUESTIONS

Let me now turn to specific response to the questions posed by the Board:

1. NRC Staff Participation: As stated above, one or more of the NRC I&E resident inspectors on the Shoreham site will (a) be familiar with the Procedure and (b) accompany Stone & Webster FQC personnel on random inspections to witness such inspections and verify their conduct in accordance with the Procedure.

2. Timing of Inspections: As noted above, the plant has been divided into 23 sectors which will be inspected sequentially. Reports on individual sector inspections will be filed (thus triggering, in the event of violations, the Staff's and the County's response periods) promptly upon completion of each sector. In this way, we hope to minimize the possibility of last-minute litigation resulting from the inspection under ¶ 2 of the Agreement.

3. Selection of the 20% Sample: The sample of Class 1E cables is to be selected at random from all Class 1E cables and raceways throughout the plant, with attention to the inclusion of cables and raceways from each of the 23 areas. The methodology is more fully described in the "Sample Selection Method" portion of the attached Procedure. The population of non-Class 1E cables in the vicinity of the Class 1E cables is a function of the location of Class 1E cables: thus, wherever a Class 1E cable or raceway is inspected, non-Class 1E cables within separation criteria range (vicinity) of it will also be inspected for the adequacy of the appropriate safety-related/non-safety-related separation criteria.

I propose to recite the gist of the above to the Board next Tuesday, in resolution of its three questions. I do not see any of these matters as requiring modification of the Agreement.

### IV. OCTOBER 11, 1982 LETTER

The attachment to your October 11 letter raises six questions about the inspection, based on the procedures sent to the County on August 31. Let me address them in the context of the preceding discussion:



## HUNTON & WILLIAMS

(a) A separate, special inspection, following the attached Procedure, is to be conducted beginning in the immediate future. The County's apparent fears about whether such an inspection would be conducted are needless.

(b) The attached Procedure details the basis for random selection of the 20% sample of Class 1E cables and raceways. The basis for selection of non-Class 1E cable and raceway in the vicinity of Class 1E cable and raceway, as noted above, is simply that non-Class 1E cable and raceway within separation distance of Class 1E cable and raceway is to be inspected. The random number series by which the Class 1E 20% sample is being generated will be kept on site and available for inspection.

(c) The special inspection Procedure requires that the inspection be conducted on the basis of all outstanding documents, including E&DCR's. Incorrect implementation of E&DCR's is a violation under the Procedure. Following up on E&DCR implementation and in-process deviations, while a requirement of the Agreement, is not a function of the inspection per se and hence is not included in the Procedure.

(d) The Procedure and attached QCIR form set forth the basis for determination of violations. The basis for crossing the threshold from a 20% to a 100% inspection is specified in ¶ D.2 of the Attachment A to the Agreement, and does not need to be repeated in the Procedure itself.

(e) The QCIR form attached to the Procedure requires identification of raceway and location and makes use of SH1-159 as a reference, thus assuring proper identification of raceways and conduits. The reporting requirements for each inspected area are set forth in the Procedure; the requirements for the overall inspection report are set forth in the Agreement at ¶ 1(c) and in Appendix A thereto at ¶ D.3, and need not be repeated in the Procedure.

(f) The Procedure defines violations, which are the only items giving rise to either the need for a further inspection or the possibility of further litigation. Thus, the terms "deviation" and "in-process deviation", when not associated with violations, do not need to be set forth in the Procedure. As to the choice of methods of resolution of violations, that lies within the province of LILCO project management, not FQC inspectors, and hence is not properly a part of the Procedure. As to violations corrected (or proposed to be corrected) by analysis, the Agreement specifies, at ¶ 2, the process for their resolution. Further, that material is not relevant to

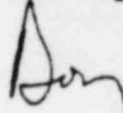


HUNTON & WILLIAMS

the preparation for or conduct of the inspection and hence not appropriate for inclusion in the special inspection Procedure.

I apologize for the length of time it has taken me to get back to you on all this. I trust that the County's difficulties expressed in your October 11 letter will be resolved by this letter and its attachment. If you or Dick Hubbard have any further questions, please call me or have Dick call Brian directly.

Sincerely yours,



Donald P. Irwin

91/728

Attachment

cc: Bernard M. Bordenick, Esq.  
Stephen B. Latham, Esq.

RESOLUTION OF SC CONTENTION 31/SOC CONTENTION 19 (g)

ELECTRICAL SEPARATION

Sample Selection and Inspection Procedure

This document describes the detailed inspection procedures as called for on page five (5) paragraph C of the subject agreement and its attachment A.

Sample Selection Method

The sample of raceways to be inspected to resolve Suffolk County Contention thirty-one (31) was selected in a manner that insured that all Safety Related raceways had an equal chance of being included in the sample and insured that all areas of the plant were included in the sample.

First an alphanumeric listing of all Safety Related raceways, The Stone & Webster EC-6 report with all Category II raceways suppressed, was generated. It was determined from this report that there were five thousand eight hundred sixty-nine (5,869) Safety Related raceways. A list of one thousand one hundred seventy-four (1,174) random numbers, twenty (20) percent of five thousand eight hundred sixty-nine (5,869), was then developed by the LILCO "Quality Assurance Random Number Generator" computer program. As each raceway contains at a minimum one cable, the inspection will encompass one thousand one hundred seventy-four (1,174) raceways and at least one thousand one hundred seventy-four (1,174) cables.

The raceway sample was then selected by utilizing the two lists in the following manner. The alphanumeric Safety Related list was numbered from one (1) to five thousand eight hundred sixty-nine (5,869) and the raceways whose numbers correspond to numbers from the random list were designated to be the sample of raceways to be inspected.

Sample Inspection Process

The twenty (20) percent separation criteria inspection of cables and raceway shall be conducted on an area basis as follows:

After specific plant areas are completed by construction and inspected by FQC, an independent inspection of the raceways shall be performed on an area basis from the sample list provided by LILCO FQA. This will ensure that the separation requirements have been met. The inspection

shall be performed by inspectors from Stone & Webster Field Quality Control (FQC), of whom none shall have previously participated in either the design or installation of cable or raceway at Shoreham, nor in previous Quality Assurance inspections for separation of cable or raceway being inspected by him pursuant to this agreement. They shall be qualified to the latest inspection guidelines in accordance with site procedures. The inspections shall be performed to the latest revision to the electrical installation specification and all applicable design drawings, E & DCR's etc. The results of inspections shall be documented on a Quality Control Inspection Report (QCIR) (see attached sample).

Violations\* shall be reported on an N & D and processed in accordance with existing site FQC procedures. The N & D numbers shall be recorded on the QCIR.

A summary shall be written for each specific plant area listing the overall findings. Attached to the report will be all of the individual raceway QCIR's as well as a raceway number inspection list as extracted from the twenty (20) percent sample list.

\* Electrical Separation Agreement - Attachment A, Para. B.2

Violation - A deviation that has not previously been identified on an E&DCR. An E&DCR shown incorrectly as having been implemented on an as-built drawing used for the inspection shall be considered to be a violation. All violations will be written up on a Nonconformance and Disposition Report.

QUALITY CONTROL  
INSPECTION REPORT

JOB NUMBER 11600.50	DATE
------------------------	------

SYSTEM(S) OR PART(S) NAME	LOCATION(S)	REFERENCE DOCUMENT(S)
Way No. _____	Bldg. _____ Elev. _____	SH1-159 Rev. _____ Section 3.9 FQC 6.1 Rev. _____ (NonConformance & Dispositi FQC 12.1 Rev. _____ Report (Electrical Installations)

NO PO	ITEM	QTY	DESCRIPTION(S) AND INSPECTION REMARK(S)	SAT	UNSAT*	N/A
	1.		Horizontal Separation Criteria			
	2.		Vertical Separation Criteria			
	3.		Color to Noncolor Separation Criteria			
	4.		Separation Between Differently Color Coded Conduit Within The Same Group			
			Remarks:			

\*UNSAT is equivalent to violation as defined in Agreement--Electrical Separation, Attachment A, Para. B.2

STONE & WEBSTER ENGINEERING CORPORATION

QUALITY CONTROL INSPECTION REPORT

JOB NUMBER 11600.50	DATE
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SYSTEM(S) OR PART(S) NAME	LOCATION(S)	REFERENCE DOCUMENT(S)
Accessway No. _____	Bldg. _____ Elev. _____	SH1-159 Rev. _____ Section 2.1 & 3.2 FQC 6.1 Rev. _____ (NonConformance & Disposit: FQC 6.4 Rev. _____ Repor: (Deficiency Correct. Order: FQC 12.1 Rev. _____ (Electrical Installations)

NO RPO	ITEM	QTY	DESCRIPTION(S) AND INSPECTION REMARK(S)	SATISFACTION		
				SAT	UNSAT	N/A
	1.		Identification			
			Remarks:			

ELECTRICAL SEPARATION AGREEMENT

RESOLUTION OF SC CONTENTION 31/SOC CONTENTION 19 (G)

INSPECTIONS BY AREA

1. Reactor Building Primary
2. Reactor Building 175'
3. Reactor Building 8'
4. Reactor Building 150'
5. Reactor Building 112'
6. Reactor Building El. 95'
7. Reactor Building El. 79'
8. Reactor Building El. 63'
9. Reactor Building El. 40'
10. Screenwell
11. Manhole No. 1
12. Hallway No. 8 and Battery Rooms
13. HVAC El. 44'
14. HVAC El. 63'
15. Chiller Room El. 44'
16. Chiller Room El. 63'
17. Emergency Switchgear Rooms
18. Control Room El. 63'
19. Control Room El. 63'
20. Relay Room El. 44'
21. Turbine Building
22. Diesel Generator Rooms
23. Yard Area



DOCKETED  
11/18/82

CERTIFICATE OF SERVICE

82 NOV 18 A10:44

In the Matter of  
LONG ISLAND LIGHTING COMPANY & SERVICE  
(Shoreham Nuclear Power Station, BRONX 1)  
Docket No. 50-322 (OL)

I hereby certify that copies of LILCO's Status Report on Issues Currently Available for Settlement were served upon the following by first-class mail, postage prepaid, by hand (as indicated by an asterisk):

Lawrence Brenner, Esq.\*  
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Atomic Safety and Licensing  
Board Panel  
U.S. Nuclear Regulatory  
Commission  
Washington, D.C. 20555

Dr. Peter A. Morris\*  
Administrative Judge  
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U.S. Nuclear Regulatory  
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Secretary of the Commission  
U.S. Nuclear Regulatory  
Commission  
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Atomic Safety and Licensing  
Appeal Board Panel  
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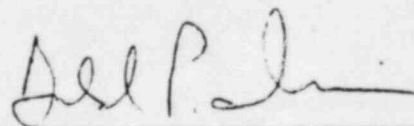
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DATED: November 15, 1982