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November 29, 1982

UNITED STATES OF AMERICA

NUCLEAR REGULATORY COMMISSION

Before the Atomic Safety and Licensing Board

In the Matter of)
LOUISIANA POWER & LIGHT COMPANY) Docket 50-382
(Waterford Steam Electric)
Station, Unit 3) 0

JOINT INTERVENORS' OPPOSITION TO APPLICANT'S MOTION FOR RECON-
SIDERATION AND CLARIFICATION

On November 12, 1982 the Applicant filed a motion for reconsideration and clarification concerning certain rulings of the Atomic Safety and Licensing Board in their Partial Initial Decision of November 3, 1982. This clarification relates to three areas of concern:

- I. The wording of the Board Order in the PID (p. 71) effectively prohibits the issuance of a low power license prior to the successful resolution of the four conditions relating to evacuation.
- II. Condition (2) of the PID requires letters of agreements with support parishes only.
- III. Condition (2) of the PID also requires letters of agreements with individual bus drivers.

I. ONSITE VS. OFFSITE EVACUATION

The artificial distinction between onsite and offsite evacuation procedures often breaks down upon closer inspection. The primary point where the two merge is the initial notification of off-site authorities by on-site personnel. In every type of emergency at Waterford III--Unusual event, Alert, Site Emergency, and General Emergency-- federal, state, and local are notified. Therefore, even in the event no action is necessary by offsite officials, the simple notification and alerting of these individuals is a responsibility of an onsite (LP&L) individual.

Condition (1) of the PID is an attempt to clear up any remaining communications difficulties in onsite to offsite

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and offsite to onsite communications. The fact that no official is presently listed in the Parish Plans is a major omission implying a lack of coordination between onsite and offsite authorities.

Condition (2) is also not a straightforward offsite responsibility. Since LP&L is contracting for buses with the governmental authorities of surrounding parishes, it is certainly not clear whether a phone call from a parish, state, or federal official could demand fulfillment of the contract. A Surrounding parish could demand a notification by an LP&L official (possibly the one not named in Condition (1)). This requirement is a high probability since it is LP&L who is shouldering a large portion of the possible liability that would result. This is certainly an onsite responsibility.

The lack of final implementing procedures and parish contracts for buses has prevented Joint Intervenors from pursuing this vital point.

Since the four conditions are not offsite conditions but entail onsite responsibilities, the citation relied upon by the Applicant (47 Fed. Reg. 30232) is not on point. No modification should be made in the Board Order.

II. PARISH AND SCHOOL BOARD

The Applicant desires to make contracts in some occasions with local school boards and not the parish governing bodies. Because of the enormous possible liability in the case of a disaster at Waterford III, the ensuing litigation would soon bankrupt the known insurance pools. State law prohibits a school board from contracting a potential huge liability that would affect the surrounding governmental authority or its own ability to function properly. This is especially true when that potential liability is with and for the benefit of a private corporation. The Board acted correctly in requiring letters of agreement with the highest local authority. However, future litigation might make agreements with local parishes illegal under state law.

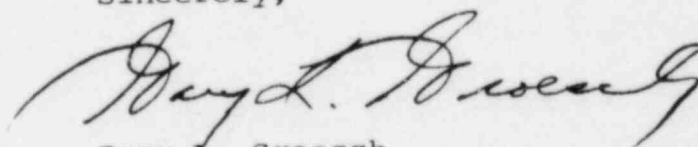
III. BUSES AND/OR DRIVERS CONTACTED

The availability of buses implies the availability of drivers. Certainly the Joint Intervenors "gave no indication of concern"

about the availability of tires or windshield wipers either.
Even if this were the case, ^(which it is not) it is certainly within the purview
of the ASLB to ferret out and make plain an assumption that is
possibly not straightforward.

However, it is blatenly misleading to allege that the Joint
Intervenors gave no indication of concern about the availability
of personnel to drive the buses or how these personnel would
be garnered. The transcript clearly indicates that the Joint In-
tervenors were vitally interested in the availability of drivers
(Tr. 2557-2567). Witness Madere was asked point blank whether
he was going to require some type of committment from these
bus drivers to come into his parish. He replied, "Oh, yes
sir" (Tr. 2561--lines 10-15). Joint Intervenors repeatedly
asked for the names of the drivers and/or emergency workers
(Tr. 2559--lines 24 &25; tr 2560--lines 1-8) (Tr. 2563--lines
19 &20). The Board has certainly acted correctlly in specifying
agreements with bus drivers.

Sincerely,



Gary L. Groesch

Joint Intervenors