

UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION  
ATOMIC SAFETY AND LICENSING BOARD

DOCKETED  
USNRC

'91 MAR 11 P3:46

Before Administrative Judges:  
Robert M. Lazo, Chairman  
George C. Anderson  
Peter S. Lam

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In the Matter of:

NORTHERN STATES POWER  
COMPANY

(Prairie Island Nuclear  
Generating Plant,  
Units 1 and 2)

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Docket Nos. 72-10  
50-282-R3  
50-306-RS

ALSBP No. 91-627-01-RS  
(Independent Spent Fuel  
Storage Installation)

March 8, 1991

NOTICE OF WITHDRAWAL

On November 16, 1990, the Minnesota Department of Public Service (MDPS) and the Minnesota Environmental Quality Board (MEQB) (hereinafter, "Minnesota Agencies") submitted a Notice of Intervention and Motion to Intervene in the above-captioned matter to address any issues related to Northern States Power Company's (NSP) application for a license to construct and operate an Independent Spent Fuel Storage Installation (ISFSI) at its Prairie Island Nuclear Generating Plant site.

Following discussions between the Minnesota Agencies, NSP and the Nuclear Regulatory Commission Staff, a Settlement Agreement has been reached between the Minnesota Agencies and NSP. The Settlement Agreement is being filed concurrently with this Notice of Withdrawal. Additionally, Cooperative Agreement has been reached between the parties which provides the forum for addressing the remaining issues identified by the Minnesota Agencies and for proper consideration of those issues. The parties

to the Cooperative Agreement have agreed that they shall retain all legal rights with respect to late intervention and late-filed contentions.

As a result, the State hereby withdraws its Notice of Intervention and Motion to Intervene in the above-captioned proceeding.

Dated: March 8, 1991

Respectfully submitted,



MARY JO MURRAY  
SPECIAL ASSISTANT ATTORNEY  
GENERAL  
525 Park Building  
St. Paul, Minnesota 55101  
(612) 296-3258

ATTORNEY FOR THE  
MINNESOTA AGENCIES

UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION  
ATOMIC SAFETY AND LICENSING BOARD

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March 8, 1991

CERTIFICATE OF SERVICE

I hereby certify that copies of "NOTICE OF WITHDRAWAL" have been served on the following by deposit in the United States mail, first class, or, as indicated by an asterisk, by Federal Express overnight mail, or as indicated by two asterisks, through deposit in the State of Minnesota's internal mail system, this 28th day of February, 1991:

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

Elaine I. Chen  
Counsel for NRC Staff  
U. S. Nuclear Regulatory Commission  
Office of the General Counsel  
Washington, D. C. 20555

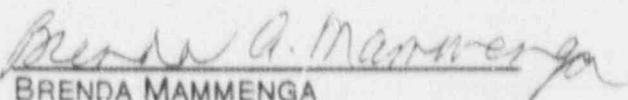
Jay Silberg, Esq.  
Shaw, Pittman, potts & Trowbridge  
2300 N Street, N. W.  
Washington, D.C. 20037

Kim Erickson  
Northern States Power Company  
414 Nicollet Mall  
Minneapolis 55401

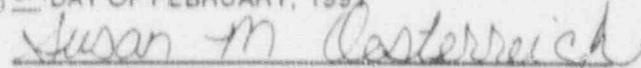
Gretchen Sabel\*\*  
Minnesota State Planning Agency  
300 Centennial Building  
658 Cedar Street  
St. Paul, Minnesota 55155

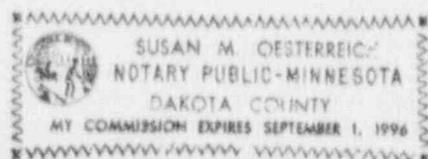
William Grant\*\*  
Minnesota Dept. of Public Service  
790 American Center Bldg.  
160 E. Kellogg Blvd.  
St. Paul, Minn. 55101

Office of the Secretary\*  
Attn: Docketing & Service Branch  
U. S. Nuclear Regulatory Commission  
Washington, D. C. 20555

  
BRENDA MAMMENGA

SUBSCRIBED TO AND SWORN BEFORE ME THIS  
8<sup>th</sup> DAY OF FEBRUARY, 1991

  
NOTARY PUBLIC



## AGREEMENT

WHEREAS, Northern States Power Company, the Minnesota Department of Public Service, and the Minnesota Environmental Quality Board, each represented by counsel, have met and conferred;

WHEREAS, On August 31, 1990, Northern States Power Company (NSP) in accordance with 10 C.F.R. Part 72 filed with the Nuclear Regulatory Commission (NRC) an application to construct and operate an independent spent fuel storage installation (ISFSI) at NSP's Prairie Island Nuclear Generating Plant site;

WHEREAS, On October 13, 1990, the NRC published notice of its consideration of the application. The notice provided any person whose interest may be affected by the proceeding and who wishes to participate as a party in the proceeding must file a request for a hearing and a petition for leave to intervene in accordance with 10 C.F.R. Sec. 2.174;

WHEREAS, On November 16, 1990, the Minnesota Department of Public Service (MDPS) and Minnesota Environmental Quality Board (MEQB), jointly referred to as the Minnesota Agencies,\* submitted a notice of intervention and motion to intervene;

WHEREAS, The MDPS and MEQB are represented in the NRC proceeding by the Special Assistant Attorneys General of the Office of the Attorney General for the State of Minnesota;

WHEREAS, NSP, the MDPS and the MEQB have agreed to cooperate in providing information and documentation regarding the independent spent fuel storage installation at NSP's Prairie Island Nuclear Generating Plant site;

WHEREAS, The MDPS and MEQB have submitted forty-seven (47) data requests to NSP, which NSP has timely answered and in response to which NSP has provided additional information and documentation;

WHEREAS, the MDPS and MEQB have raised a specific issue concerning procedures for decontaminating spent fuel storage casks after removal from the spent fuel pool at Prairie Island and before placement on concrete pads in the installation. The MDPS and MEQB have also raised issues concerning the procedures for monitoring the casks and the concrete pads, and record-keeping of decontamination procedures and monitoring; AND

WHEREAS, the MEQB on behalf the Minnesota Department of Health (MDOH), a member agency, has raised a specific issue concerning potential radiological health effects from the independent spent fuel storage installation at NSP's Prairie Island Nuclear Generating Plant site.

NSP, the Minnesota Department of Public Service, and the Minnesota Environmental Quality Board stipulate and agree that:

1. Based on responses to the data requests, discussions with NSP and third parties retained by NSP and the provision of information and documentation, the MDPS, and MEQB and NSP have agreed on the following procedures, which address and satisfy all concerns of the MDPS and MEQB regarding decontamination of the casks, with the exception of potential radiological health effects from the ISFSI:

- a. VALIDATION OF CASK DECONTAMINATION

- i. Normal cask decontamination

NSP will rinse the casks with low pressure water as the casks are removed from the pool. The casks will then be placed in the decontamination area of the auxiliary building where their entire surface will be sprayed and washed with a high pressure washer. NSP will survey the cask surface with Maslin cloths (or an equivalent or improved product) to determine if the cask is clean. For the purposes of this agreement, "clean" is defined as less than 1000 disintegrations per minute (dpm) per 100 cm<sup>2</sup>. If the survey indicates that the cask is not clean, decontamination will continue until the survey indicates it is clean. This process is as described in the Radiation Protection Implementing Procedures and Plant Operating Procedures currently in use at Prairie Island. Prior to decontamination of the first two (2) casks, NSP will develop a Radiation Protection Implementing Procedure applicable to the casks and installation, incorporating similar procedures as described in the Radiation Protection Implementing Procedures for the plant.

- ii. Procedure validation

Upon completion of normal decontamination of each of the first two casks loaded, NSP will wipe the entire cask surface with Maslin cloths (or an equivalent or improved product) to determine if decontamination and the related survey were successful. If normal procedures for either cask incorrectly identified the cask as being clean, NSP will revise its normal procedure and repeat this procedure validation for the next two casks loaded.

- iii. Reporting

NSP will report the results of procedure validation to the Minnesota Department of Health upon completion. These results may be reported separately from other documents related to NSP's Prairie Island Nuclear Generating Plant site. NSP will consult with MDOH prior to the decontamination of the first two (2) casks on the form of reporting of the results.

- iv. Changes in procedure

The aforementioned decontamination procedure shall not restrict or prevent NSP

from implementing new procedures or practices as they become available. NSP will notify the MDOH prior to making changes or modifications in such procedures or practices. If NSP proposes to make changes or modifications in its dry cask decontamination and/or related procedures or practices, the MDOH may suggest alternative procedures or practices. NSP may adopt i. the alternative procedures or practices suggested by MDOH; ii. institute the new procedures or practices originally selected by NSP; or iii. institute a different procedure or practice. If NSP institutes the new procedures or practices originally selected by NSP or a different procedure or practice, NSP will provide a written statement to the MDOH explaining the selection and the effectiveness of the implemented procedures or practices. If NSP makes changes in its dry cask decontamination and/or related survey procedures or practices, the validation procedure described in paragraph 1.a.ii. will be repeated if requested by the MEQB, MDPS or the Minnesota Department of Health.

b. MONITORING AT THE PAD

i. Initial monitoring procedure

Monitoring of each of the first two casks placed on their pads will include surface sampling with Maslin cloths (or an equivalent or improved product) at periods of one week, one month, and three months from emplacement. If the cask or pad is found not to be clean, NSP will take action necessary to clean it, use best efforts to remedy the cause, and repeat the initial monitoring procedure.

ii. Long-term monitoring

After placement of the first cask on its pad, NSP will continue to monitor the casks and their concrete pads for contamination. NSP will monitor the casks and concrete pads at least twice each year, with the intent to monitor quarterly. Procedures will consider concerns for occupational exposure and may, or may not include sampling with Maslin cloths.

iii. Reporting

NSP will report the results of pad monitoring to the MDOH upon completion of the initial monitoring procedure tests. These results may be reported separately from other documents related from NSP's Prairie Island Nuclear Generating Plant site. NSP will consult with MDOH prior to the emplacement of the first two (2) casks on the frequency and form of reporting of the long-term monitoring results.

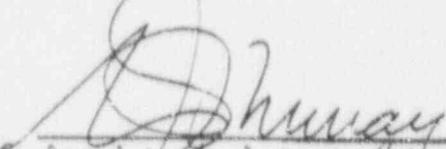
iv. Changes in procedure

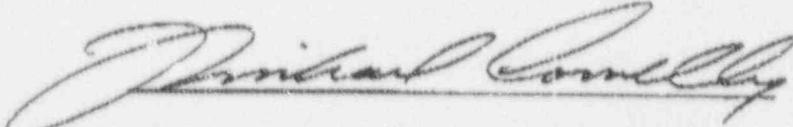
The aforementioned long-term monitoring procedure does not restrict or prevent

NSP from implementing new procedures or practices as they become available. NSP will notify the MDOH prior to making changes or modifications in such procedures or practices which reduce the frequency or effectiveness of the procedures or practices. If NSP proposes to make changes or modifications in its long-term monitoring procedures or practices, the MDOH may suggest alternative procedures or practices. NSP may adopt i. the alternative procedures or practices suggested by MDOH; ii. institute the new procedures or practices originally selected by NSP; or iii. institute a different procedure or practice. If NSP institutes the new procedures or practices originally selected by NSP or a different procedure or practice, NSP will provide a written statement to the MDOH explaining the selection and the effectiveness of the implemented procedures or practices.

2. Based on responses to the data requests, discussions with NSP and third parties retained by NSP and the provision of information and documentation, these issues raised by the MDPS and MEQB, with the exception of potential radiological health effects from the ISFSI, have been addressed and the concerns of the MDPS and MEQB satisfied and the MDPS and MEQB agree to not file contentions with the NRC on these issues.
3. Notwithstanding any other term of this agreement, the parties agree that any such term that is inconsistent with applicable rules and regulations of the NRC shall be of no force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this 8th day of March, 1991.

  
 \_\_\_\_\_  
 Special Assistant Attorney General  
 Attorney for the Minnesota Agencies

  
 \_\_\_\_\_  
 Attorney for Northern States Power Company

67438 P.02

AGREEMENT

WHEREAS Northern States Power Company, the Minnesota Department of Public Service, and the Minnesota Environmental Quality Board, and Prairie Island Mdewakanton Sioux Indian Community ("Community"), each represented by counsel, have conferred;

WHEREAS, on August 31, 1990, Northern States Power Company ("NSP") in accordance with 10 C.F.R. Part 72 filed with the Nuclear Regulatory Commission ("NRC") an application ("Application") to construct and operate an independent spent fuel storage installation ("ISFSI") at NSP's Prairie Island Nuclear Generating Plant site;

WHEREAS, on October 19, 1990, the NRC published notice of its consideration of the Application stating that any person whose interest may be affected by the proceeding and who wishes to participate as a party in the proceeding must file a request for a hearing and a petition for leave to intervene in accordance with 10 C.F.R. Sec. 2.714;

WHEREAS, on November 16, 1990, the Minnesota Department of Public Service ("MDPS") and Minnesota Environmental Quality Board ("MEQB") (or collectively, "Minnesota Agencies") submitted a notice of intervention and motion to intervene;

WHEREAS, on February 28, 1991, the Community filed a Motion for Leave to Intervene Out of Time seeking a forum for full and open exchange of information

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relating to the health and welfare of the Community and the citizens of Minnesota;

WHEREAS, the Minnesota Agencies are represented in the NRC proceeding by the Office of the Attorney General, and Special Assistant Attorneys General, for the State of Minnesota;

WHEREAS, the Community is represented by the law firm of Faegre and Benson of Minneapolis, MN and the BlueDog Law Office, Bloomington, MN;

WHEREAS, NSP, the NRC Staff ("Staff") and the Minnesota Agencies and the Community have agreed to cooperate in providing information and documentation regarding the ISFSI at NSP's Prairie Island Nuclear Generating Plant site;

WHEREAS, the Minnesota Agencies have submitted forty-seven (47) data requests to NSP, which NSP has timely answered and in response to which NSP has provided additional information and documentation; AND

WHEREAS, the MEQB on behalf of the Minnesota Department of Health ("MDOH"), a member agency, has raised a specific issue concerning potential radiological health effects from the ISFSI at NSP's Prairie Island Nuclear Generating Plant site;

NSP, the Staff, the Minnesota Agencies and the Community stipulate and agree that:

1. It is the intent of the Staff, NSP, the Minnesota Agencies and the Community to have a full and open exchange of information concerning potential radiological health effects from the ISFSI at the site of NSP's Prairie Island Nuclear Generating Station, subject to such conditions and protective agreements and orders as may be necessary and appropriate for the protection of classified, proprietary and/or security or safeguards information, and to afford the Minnesota Agencies and the Community a timely opportunity to present their views, concerns and information to NSP and the Staff and to have those parties consider the views, concerns and information of the Minnesota Agencies and the Community on a timely basis during the licensing review process for the ISFSI. To this end NSP, the Staff, the Minnesota Agencies and the Community agree that these intentions will govern their actions in this licensing process and the interpretation of the terms and conditions set forth in this Agreement.

2. NSP agrees to furnish the Minnesota Agencies and the Community with copies of all correspondence, reports, documents, or written information of any kind in any form whatsoever which the NSP furnishes to the Commission, the Staff or the Staff's consultants to support the Application. Similarly, the Staff agrees to furnish to the Minnesota Agencies and the Community copies of any correspondence, reports, or documents sent to or received from any other federal, state, or local entity (not including draft, pre-decisional or other documents prepared or received by the Commission, the Staff and/or its consultants that are or would be protected from disclosure under the Freedom of Information Act), which pertain to the Application or the Staff's review and evaluation thereof. The obligations of NSP and the Staff in this paragraph shall be

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subject to other parties agreeing to such conditions and protective agreements and orders as may be necessary and appropriate for the protection of classified, proprietary, and/or security or safeguards information.

3. The Staff agrees to provide the Minnesota Agencies and the Community with timely notification, on a best efforts basis, of upcoming meetings between the Staff and the NSP relevant to the Staff's review of, and the licensing process for, the Application.

4. NSP, the Staff, the Minnesota Agencies and the Community agree to make a timely response, on a best efforts basis, to each other's request for reasonable additional information relevant to the Staff's review of, and the licensing process for, the Application, provided that the Staff and/or its consultants shall not be required to perform additional calculations or analyses.

5. NSP agrees to provide to the Minnesota Agencies and the Community additional analysis and related documentation as follows:

- a. A "best estimate analysis" showing calculations of radiological effects based on expected conditions at the ISFSI site, including (but not limited to) radioactivity levels in the spent fuel assuming actual average burn-up and cooling time.
- b. Calculations showing the effect of additional berming combined with the "best estimate" analysis described in paragraph a.

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- c. Calculations showing the combined radiological effect of placing the ISFSI at greater distances from offsite residences, additional berming as described in paragraph b, and the "best estimate analysis" as described in paragraph a.

6. NSP, the Staff and the Minnesota Agencies agree that all information considered proprietary or confidential by NSP or the Staff which is provided to the Minnesota Agencies will, in addition to the requirements in paragraph 2, be handled in accordance with the Minnesota Government Data Practices Act, MN Statutes Chapter 13, specifically 1.S. § 13.37 (1990).

7. The Staff agrees to afford the Minnesota Agencies and the Community a reasonable opportunity to present their views in a timely manner to the Staff concerning the Application, before the Staff makes a final recommendation or determination on any approval of, or conditions for, the requested license. Such presentation shall include the opportunity for written comments to the Staff. Further, should the Staff and the Minnesota Agencies and/or the Community be unable to resolve conflicting viewpoints concerning the approval of, or conditions for, the license, the Staff agrees to provide the Minnesota Agencies, and/or the Community, on request, a written justification or explanation of its position.

8. The Parties agree that they shall retain all legal rights with respect to late intervention and late-filed contentions if the Minnesota Agencies and/or the Community

believe after review of explanations requested (as described in preceding paragraph 7) that the Staff has not adequately considered written comments by the Minnesota Agencies and/or the Community.

9. Immediately upon the execution of this Agreement, (a) the Minnesota Agencies shall execute a Notice of Withdrawal of their Notice of Intervention and Motion to Intervene; (b) the Community shall execute a Notice of Withdrawal of its Notice of Intervention and Motion for Leave to Intervene Out of Time; and (c) the NSP shall execute and transmit to the Licensing Board a letter requesting confirmation that the withdrawal has been accepted/approved.

10. This Agreement shall take effect upon the Licensing Board's acceptance of Minnesota Agencies' withdrawal of its Notice of Intervention and Motion to Intervene, and the Community's withdrawal of its Notice of Intervention and Motion for Leave to Intervene Out of Time, provided that paragraph 9 shall be effective upon execution of this Agreement.

11. Notwithstanding any other term of this Agreement, the parties agree that any such term that is inconsistent with applicable rules and regulations of the NRC shall be of no force and effect.

12. This Agreement will be submitted to the MEQB consistent with the related resolution approved by the MEQB on February 21, 1991.

IN WITNESS WHEREOF, the parties have set their hands and seals this 8th day of March, 1991.

Jay E. Silberg  
Jay E. Silberg, Esq.  
Counsel for Northern States Power Company

Elaine I. Chan  
Elaine I. Chan, Attorney  
Counsel for NRC Staff

Kurt V. BlueDog, Esq.  
William Hardacker, Esq.  
BlueDog Law Office

Brian O'Neill, Esq.  
Richard Duncan, Esq.  
Sandi Zellmer, Attorney  
Faegre & Benson  
Attorneys for the Community

Mary Jo Murray  
Mary Jo Murray, Attorney  
Office of the Attorney General  
Counsel for Minnesota Agencies



STATE OF MINNESOTA  
OFFICE OF THE ATTORNEY GENERAL

HUBERT H. HUMPHREY, III  
ATTORNEY GENERAL

ST. PAUL 55155

ADDRESS REPLY TO:  
1100 BREMER TOWER  
SEVENTH PL. AND MINNESOTA ST.  
ST. PAUL, MN 55101  
TELEPHONE: (612) 296-9412

March 8, 1991

Mr. Michael C. Connelly  
Northern State Power Company  
414 Nicollet Mall  
Minneapolis, Minnesota 55401

Re: Northern States Power Company - Prairie Island ISFSI  
Docket Nos. NRC/72-10, 50-282, MPUC E-002/CN-91-19

Dear Mike:

This letter is in response to your letter of March 6, 1991 and a followup to our telephone conversation on March 7, 1991. You indicated that Northern States Power Company had two concerns related to the execution of the Cooperative Agreement being executed in connection with the above-captioned proceeding. Based on our telephone conversation yesterday, I believe that the following will resolve NSP's concerns.

The Minnesota Department of Health (MDOH), an agency member of the Minnesota Environmental Quality Board (MEQB), has no objection to attaching copies of those portions of the Health Effects of Exposure to Low Levels of Ionizing Radiation (BEIR V) ("BEIR V Report"), National Academy Press, Washington, D. C., 1990 to any comments, information or material from MDOH submitted as part of the MEQB Environmental Impact Statement. Specifically, the attachment will include pages 4-6, "Carcinogenic Effects;" pages 7-8 "Recommendations;" pages 17-20, "population Exposure to Ionizing Radiation in the United States," including Table 1-3 and Figure 1-1; and pages 176-181, "Uncertainty in Point Estimates of Lifetime Risk" from the BEIR V Report.

With respect to the second concern expressed by NSP on any delay associated with MEQB staff action on the Environmental Impact Statement (EIS), it is understood that NSP will provide information to MDOH in response to the requests outlined in the Cooperative Agreement on or about April 1, 1991. MDOH will make comments on the EIS to the MEQB based on the information provided by NSP no later than 10 days after this information is provided to MDOH by NSP. This will facilitate MEQB action on the EIS at the MEQB meeting in May.

The Minnesota Agencies believe that NSP's concerns are hereby resolved and the parties can proceed with the completion of the Cooperative Agreement.

Very truly yours,

A handwritten signature in black ink, appearing to read "Mary Jo Murray", written over a horizontal line.

Mary Jo Murray  
Special Assistant Attorney General  
525 Park Building  
St. Paul, Minnesota 55101

(612) 296-3258

Attorney for the  
Minnesota Agencies

cc: all parties of record