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

August 21. 1989

NOTE TO: Ted Quay

FROM: John N. Hannon

SUBJECT: RESPONSES TO MR. STELLO'S LETTER OF APRIL 27, 1987 ON RESTRICTIVE LANGUAGE IN AGREEMENTS

We have contacted the following plants who did not provide a formal response to ascertain the review scope as requested.

Utility Cleveland Electric Illuminating Company - Perry

Status

The licensee has confirmed via phone con on 8/14/89 that all agreements including those with contractors were reviewed.

Utility Union Electric Company - Callaway

Status

The licensee has confirmed via phone call on 8/15/89 that all agreements, including those with contractors and subcontractors, were reviewed and that no restrictive clauses were identified.

Utility Wisconsin Electric Corporation - Point Beach

Status

Point Beach interpreted 4/27/89 letter narrowly in terms of Section 210 of Energy Reorganization Act of 1974. Furthermore, review did not include contractors or subcontractors.

The written response from Toledo Edison Company for Davis-Besse appeared to address only settlement agreements and not labor agreements or other agreements affecting compensation terms, conditions and privileges of employment. We have contacted the organization to determine the review scope with the following results:

No labor agreements or other agreements affecting compensation, terms, conditions and privileges of employment contain any restrictive clauses regarding access to or contacting of the NRC or any other governmental agency.

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