

CASE

(CITIZENS ASSN. FOR SOUND ENERGY)

1426 S. Polk
Dallas, Texas 75224

214/946-9446

RELATED CORRESPONDENCE

DOCKETED
USNRC

October 16, 1984

*84 OCT 22 A11:10

Mr. William A. Horin, Esq.
Bishop, Liberman, Cook, Purcell & Reynolds
1200 - 17th St., N. W.
Washington, D. C. 20036

OFFICE OF SECRETARY
PROTECTIVE & SAFETY
BRANCH

Dear Bill:

Subject: In the Matter of
Texas Utilities Electric Company, et al.
Application for an Operating License for
Comanche Peak Steam Electric Station,
Units 1 and 2
Dockets Nos. 50-445 and 50-446 **OC**

Protective Agreements -- Re: Documents
Requested by CASE on Discovery Regarding
Applicants' Motion for Summary
Disposition Regarding Allegations
Concerning Quality Assurance Program for
Design of Piping and Pipe Supports for
Comanche Peak Steam Electric Station

This is in further reference to your 9/29/84 letter (received by CASE on 10/1/84) and your 10/4/84 letter (received by CASE on 10/5/84).

As I discussed with you by phone on 10/4/84, we had thought that probably we would want to change the names of the individuals who would sign the protective agreements, and specifically, that probably we would want to have CASE Board Member Ms. Barbara Boltz as one of the signators.

Dr. and Ms. Boltz left on vacation the morning of September 29 (before we received your 9/29/84 letter), and just returned the evening of Sunday, October 14. Last night was the first opportunity we had to discuss this matter with them, and as had been anticipated, Ms. Boltz will be included as one of the signators to the protective agreement.

Also as had been anticipated, following discussion of this matter with CASE Board members, there are some changes which we believe need to be made to the protective agreements, and we are enclosing revised proposed agreements. There are two primary reasons for the changes:

- (1) As you are aware, CASE does not like to encourage any sort of agreements which will keep information from the public regarding the manner in which Comanche Peak has been designed and built.

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- (2) The wording in your proposed protective agreements renders the information we receive virtually useless to us, since it restricts us to being able to review it ourselves, but not introduce the documents as evidence in the hearings. This is obviously unacceptable.

We also want to be assured, in advance, that the one copy which we expect to receive of the documents will be provided at \$.07 per page. We do not want to get into a situation again where we are billed, for instance, at \$7.00 each for 8 three-ring binders, or at \$23/hr. for clerical time for assembling and packing, as happened with the two extra copies we requested of the Cygna Phase 3 Final Report for Messrs. Walsh and Doyle. Please be advised now, for the record, that in the future we do not expect to pay more than \$.07 per page for copies unless we have explicitly agreed, in advance, to do so.

There is one other matter which I must call to your attention. In your 10/4/84 letter, bottom of page 2 continued on page 3, you stated: "As we agreed in our discussion earlier today, there is no reason execution cannot be completed by October 9, at which time I will transmit the subject documents. Accordingly, the twenty day period for your response will commence October 10." This is not a correct representation of our conversation. You told me what your position was regarding this and that you were going to put it in your letter. (Obviously, I would never have agreed to have the clock start based on the day after we executed the protective agreement rather than the date we actually receive the documents -- especially since we had not even seen the protective agreement at that time and had not agreed that it was acceptable.) My indicating that I understand your position does not constitute agreement, and should not be so represented in the future. Anytime we are in agreement with you, we will make it crystal clear.

Having said that, we anticipate that we will be able to respond to Applicants' Motion for Summary Disposition by 10/30/84, since we picked up the last (as we understand it) of the non-proprietary information which you have agreed to provide on 10/9/84. It may (depending on the content of the proprietary information) be necessary to take a little longer to respond regarding the proprietary information; but we will, if further answer is necessary, handle this by supplementing our answer.

Please get back to me about these proposed protective agreements, and we'll go from there. I would like to try to avoid the protracted discussions we had when we earlier worked out a protective agreement on NPSI and ITT Grinnell information, and if possible would prefer to handle this by mail.

Sincerely,

CASE (CITIZENS ASSOCIATION FOR SOUND
ENERGY)

Juanita Ellis
(Mrs.) Juanita Ellis, President

cc: Service List -- to be sent later with 10/18/84 pleading

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

DOCKETED
USNRC

BEFORE THE ATOMIC SAFETY AND LICENSING BOARD '84 OCT 22 11:10

In the Matter of]]	
]]	
TEXAS UTILITIES ELECTRIC]]	Docket Nos. 50-445
COMPANY, <u>et al.</u>]]	and 50-446
]]	
(Comanche Peak Steam Electric]]	(Application for an
Station, Units 1 and 2)]]	Operating License)

AGREEMENT AS TO DISCLOSURE
OF PROPRIETARY INFORMATION

WHEREAS, there is an operating license proceeding (NRC Docket Nos. 50-445 and 50-446) for Comanche Peak Steam Electric Station Units 1 and 2 currently pending before an Atomic Safety and Licensing Board appointed by the U. S. Nuclear Regulatory Commission; and

WHEREAS, Westinghouse Electric Corporation ("Westinghouse"), a non-party to the proceeding but under contract to Texas Utilities Electric Company ("Applicants"), has been requested by Mrs. Juanita Ellis, President and primary representative of Citizens Association for Sound Energy (CASE), to disclose certain information relating to contentions at issue in said proceeding, which is claimed by Westinghouse to be proprietary and which Westinghouse customarily holds in confidence; and

WHEREAS, Westinghouse is willing to disclose the information to Mrs. Juanita Ellis, Ms. Barbara Boltz, and Mr. Mark Walsh (hereinafter referred to as "Signators"), for the limited purpose and on condition that the information is treated in a confidential manner as hereinafter provided.

NOW, THEREFORE, in consideration of the disclosure of such information by Westinghouse, the Signators agree as follows:

(1) Signators will be given access to such information designated as Westinghouse proprietary in strict confidence and secrecy, except as set forth in paragraph (3) following.

(2) Signators will utilize such information only for the purpose of the preparation of CASE's answer to Texas Utilities Electric Company's ("Applicants") "Motion for Summary Disposition Regarding Allegations Concerning Quality Assurance Program for Design of Piping and Pipe Supports for Comanche Peak Steam Electric Station," filed July 3, 1984, and any subsequent additional pleadings on the same subject as may be deemed necessary by CASE, or in response to request by the Atomic Safety and Licensing Board. Signator shall not use such information for any other purposes.

(3) Signators may provide the information only to the Atomic Safety and Licensing Board, NRC Staff Counsel, and Counsel for the State of Texas. Such information shall be marked "PROPRIETARY INFORMATION -- FOR EYES ONLY." CASE may retain one copy for its own file of information supplied to the Licensing Board and parties as described in the preceding, to be maintained as proprietary and confidential. Signators will not photocopy, transcribe, reproduce, or disclose such information to any other person or entity whatever without first obtaining the prior written approval of Westinghouse. Such request shall be directed to:

Westinghouse Nuclear Energy Systems
P. O. Box 355
Pittsburgh, PA 15230

Attn: Mr. Robert A. Wiesemann

(4) Signators will safeguard and hold in confidence all such information as well as all evaluations, data, or notes made in connection with such information in accordance with the provisions of paragraph (3) above.

(5) Restrictions on disclosure contained herein shall not apply to any information or material which is available generally to the public or previously made available by Westinghouse without limitation as to use. Nothing herein shall be construed as permitting Signators to obtain the right to use information which becomes publicly known through any improper act or omission of which Signators are aware.

(6) Westinghouse retains all right, title, and interest in and to the confidential information, except as described in paragraph (3) preceding.

(7) No patent rights of any kind whatever are conveyed by Westinghouse under this Agreement, nor are the rights to use any invention covered thereby.

(8) Signators may not assign this Agreement.

(9) Signators make no admission as to whether, in fact, any information disclosed to Signators by Westinghouse is proprietary or confidential but will treat same on a confidential basis. Signators reserve the right, however, to present argument to the Atomic Safety and Licensing Board that the information is not, in fact, proprietary and that it should be released to the public.

(10) Signators will return to Westinghouse at the above address all such information, and all copies made therefrom still in the possession of Signators which have not been used as set forth in paragraph (3)

preceding, at the conclusion of its use hereunder without demand from Westinghouse, but in no event later than the conclusion of the said operating license hearing and any appeals therefore.

(11) This Agreement is subject to the approval of the Atomic Safety and Licensing Board.

IN WITNESS WHEREOF, Signators have duly executed the Agreement the date and year set forth below.

(Date)

(Mrs.) Juanita Ellis, President of CASE
(Citizens Association for Sound Energy)

(Ms.) Barbara Boltz, CASE Board Member

Mark Walsh, CASE Witness

CONSENTED TO:

WESTINGHOUSE ELECTRIC CORPORATION

(Date)

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

DOCKETED
USNRC

BEFORE THE ATOMIC SAFETY AND LICENSING BOARD *84 OCT 22 A11:10

In the Matter of]]	
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TEXAS UTILITIES ELECTRIC]]	Docket Nos. 50-445
COMPANY, <u>et al.</u>]]	and 50-446
]]	
(Comanche Peak Steam Electric]]	(Application for an
Station, Units 1 and 2)]]	Operating License)

OFFICE OF SECRETARY
DOCKETING SERVICE
DASH

AGREEMENT AS TO DISCLOSURE
OF PROPRIETARY INFORMATION

WHEREAS, there is an operating license proceeding (NRC Docket Nos. 50-445 and 50-446) for Comanche Peak Steam Electric Station Units 1 and 2 currently pending before an Atomic Safety and Licensing Board appointed by the U. S. Nuclear Regulatory Commission; and

WHEREAS, ITT Grinnell Corporation ("ITT Grinnell"), a non-party to the proceeding but under contract to Texas Utilities Electric Company ("Applicants"), has been requested by Mrs. Juanita Ellis, President and primary representative of Citizens Association for Sound Energy (CASE), to disclose certain information relating to contentions at issue in said proceeding, which is claimed by ITT Grinnell to be proprietary and which ITT Grinnell customarily holds in confidence; and

WHEREAS, ITT Grinnell is willing to disclose the information to Mrs. Juanita Ellis, Ms. Barbara Boltz, and Mr. Mark Walsh (hereinafter referred to as "Signators"), for the limited purpose and on condition that the information is treated in a confidential manner as hereinafter provided.

NOW, THEREFORE, in consideration of the disclosure of such information by ITT Grinnell, the Signators agree as follows:

(1) Signators will be given access to such information designated as ITT Grinnell proprietary in strict confidence and secrecy, except as set forth in paragraph (3) following.

(2) Signators will utilize such information only for the purpose of the preparation of CASE's answer to Texas Utilities Electric Company's ("Applicants") "Motion for Summary Disposition Regarding Allegations Concerning Quality Assurance Program for Design of Piping and Pipe Supports for Comanche Peak Steam Electric Station," filed July 3, 1984, and any subsequent additional pleadings on the same subject as may be deemed necessary by CASE, or in response to request by the Atomic Safety and Licensing Board. Signator shall not use such information for any other purposes.

(3) Signators may provide the information only to the Atomic Safety and Licensing Board, NRC Staff Counsel, and Counsel for the State of Texas. Such information shall be marked "PROPRIETARY INFORMATION -- FOR EYES ONLY." CASE may retain one copy for its own file of information supplied to the Licensing Board and parties as described in the preceding, to be maintained as proprietary and confidential. Signators will not photocopy, transcribe, reproduce, or disclose such information to any other person or entity whatever without first obtaining the prior written approval of ITT Grinnell. Such request shall be directed to:

ITT Grinnell Corporation
260 West Exchange Street
Providence, Rhode Island 02901

Attn: D. D. McKenney

(4) Signators will safeguard and hold in confidence all such information as well as all evaluations, data, or notes made in connection with such information in accordance with the provisions of paragraph (3) above.

(5) Restrictions on disclosure contained herein shall not apply to any information or material which is available generally to the public or previously made available by ITT Grinnell without limitation as to use. Nothing herein shall be construed as permitting Signators to obtain the right to use information which becomes publicly known through any improper act or omission of which Signators are aware.

(6) ITT Grinnell retains all right, title, and interest in and to the confidential information, except as described in paragraph (3) preceding.

(7) No patent rights of any kind whatever are conveyed by ITT Grinnell under this Agreement, nor are the rights to use any invention covered thereby.

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(Date)

(Mrs.) Juanita Ellis, President of CASE
(Citizens Association for Sound Energy)

(Ms.) Barbara Boltz, CASE Board Member

Mark Walsh, CASE Witness

CONSENTED TO:

ITT GRINNELL CORPORATION

(Date)

RELATED CORRESPONDENCE

DOCKETED
USNRC

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

'84 OCT 22 A11:10

BEFORE THE ATOMIC SAFETY AND LICENSING BOARD

In the Matter of }
 }
TEXAS UTILITIES ELECTRIC }
COMPANY, et al. }
(Comanche Peak Steam Electric }
Station, Units 1 and 2) }

OFFICE OF SECRETARY
DOCKETING & SERVICE
BRANCH
Docket Nos. 50-445-1
and 50-446-1

CERTIFICATE OF SERVICE

By my signature below, I hereby certify that true and correct copies of

CASE's 10/16/84 letter to Applicants re: Protective Agreements -- Re: Documents requested by CASE on Discovery Regarding Appliants' Motion for Summary Disposition Regarding QA for Design

have been sent to the names listed below this 18th day of October, 1984, (except as by: Express Mail where indicated by * and First Class Mail elsewhere. noted below)

* Administrative Judge Peter B. Bloch
U. S. Nuclear Regulatory Commission
4350 East/West Highway, 4th Floor
Bethesda, Maryland 20814

* Nicholas S. Reynolds, Esq. (sent to Wm. Horin
Bishop, Liberman, Cook, Purcell Express Mail
& Reynolds 10/16/84)
1200 - 17th St., N. W.
Washington, D.C. 20036

* Judge Elizabeth B. Johnson
Oak Ridge National Laboratory
P. O. Box X, Building 3500
Oak Ridge, Tennessee 37830

* Geary S. Mizuno, Esq.
Office of Executive Legal
Director
U. S. Nuclear Regulatory
Commission
Maryland National Bank Bldg.
- Room 10105
7735 Old Georgetown Road
Bethesda, Maryland 20814

* Dr. Kenneth A. McCollom, Dean
Division of Engineering,
Architecture and Technology
Oklahoma State University
Stillwater, Oklahoma 74074

* Dr. Walter H. Jordan
881 W. Outer Drive
Oak Ridge, Tennessee 37830

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

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

Renea Hicks, Esq.
Assistant Attorney General
Environmental Protection Division
Supreme Court Building
Austin, Texas 78711

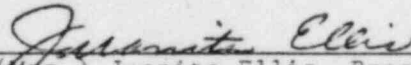
John Collins
Regional Administrator, Region IV
U. S. Nuclear Regulatory Commission
611 Ryan Plaza Dr., Suite 1000
Arlington, Texas 76011

Lanny A. Sinkin
114 W. 7th, Suite 220
Austin, Texas 78701

Dr. David H. Boltz
2012 S. Polk
Dallas, Texas 75224

Michael D. Spence, President
Texas Utilities Generating Company
Skyway Tower
400 North Olive St., L.B. 81
Dallas, Texas 75201

Docketing and Service Section
(3 copies)
Office of the Secretary
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555



(Mrs.) Juanita Ellis, President
CASE (Citizens Association for Sound Energy)
1426 S. Polk
Dallas, Texas 75224
214/946-9446