

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

DOCKETED
1984

Before the Atomic Safety and Licensing Board P3:27

In the Matter of)	
)	
LONG ISLAND LIGHTING COMPANY)	Docket No. 50-322-OL-3
)	(Emergency Planning Proceeding)
(Shoreham Nuclear Power Station,)	
Unit 1))	

OFFICE OF SECRETARY
DOCKETING & SERVICE
BRANCH

LILCO'S MOTION FOR SUMMARY RESOLUTION OF
BOARD DETERMINATION INVOLVING EFFECT OF STRIKE
ON LERO AND PROPOSAL OF LICENSE CONDITION

I. INTRODUCTION

This Board's July 24 "Memorandum and Order Determining that a Significant Safety Matter Exists" poses three questions regarding the effect of a strike involving a majority of the LERO workers on LILCO's ability to implement its offsite emergency preparedness plan if Shoreham has been operating at full power. This motion addresses the Board's questions, proposes an operating license condition responsive to them, and requests summary resolution of this matter pursuant to 10 CFR § 2.749 in accordance with the proposed license condition, and on the basis of the attached supporting affidavits and Statement of Material Facts as to which LILCO contends there is no genuine issue to be heard. Since this motion and attachments are being served by hand on August 3, sufficient time exists under § 2.749(a) for it to be responded to and decided by the Board before August 28, the date presently scheduled for hearing on this matter.

Summary resolution is appropriate since the attached license condition adequately addresses the concerns underlying the Board's inquiry into the effect of a potential strike on LERO, and since that condition is adequately supported by the factual averments in the attached Statement of Material Facts as to which LILCO contends is no genuine issue to be heard.

II. THE BOARD'S QUESTIONS

The Board's three questions, and LILCO's answers to them, are as follows:

Question 1:

Whether LILCO's ability to implement its offsite emergency preparedness plan would be impaired by a strike involving the majority of its LERO workers.

Answer:

Under some, though not all, accident scenarios, a strike involving a majority of LERO workers could impair LILCO's ability to implement its emergency preparedness plan in the event of an accident occurring at full power operation at Shoreham. See Statement of Material Facts, (hereinafter, "Facts"), ¶¶ 1-2.

Questions 2 and 3 can best be answered together.

Question 2:

Whether LILCO should be required to place the reactor in cold shutdown in the event of a strike by LERO workers.

Question 3:

Whether placing the reactor in cold shutdown during a strike by LERO workers, after the reactor has operated at full power, would give "reasonable assurance that adequate protective measures can and will be taken in the event of a radiological emergency."

Answer:

LILCO would have, in virtually any circumstances imaginable, at least several days' notice of the start of a strike by its two unions. Facts, ¶¶ 3-4. The Shoreham reactor can be brought from full power operation to cold shutdown, following normal operating procedures, in less than 24 hours. See Facts, ¶ 5. Union-member plant staff employees are not necessary to this process. Id. Once cold shutdown is achieved, management (i.e., non-union) employees can maintain the reactor in a cold shutdown condition indefinitely thereafter. Facts, ¶ 6. At the temperature and pressure regimes (less than or equal to 200° F and atmospheric pressure) existing at cold shutdown, there is no credible accident scenario which can produce doses beyond the site boundary in excess of EPA Protective Action Guide levels of one rem to the whole body or five rem to the thyroid. Facts, ¶ 8.

During a reactor shutdown following the declaration of a strike, it might become desirable to handle fuel or conduct other operations requiring access to the reactor core. In that event, the reactor would be taken to a still lower condition of operation, the "Refueling Mode." Scalice Affidavit ¶ 12; Facts, ¶ 9. The accidents associated with fuel handling or other activities involving access to the core have a variety of offsite consequences depending on fuel burnup and on the time that has passed since the attainment of cold shutdown. As time passes following cold shutdown, all such consequences would diminish to levels below EPA PAG limits. Facts, ¶ 9. LILCO would agree, however,

not to leave cold shutdown to undertake such operations without previously securing the NRC Staff's permission. See Proposed Condition, below.

The conclusions summarized above, supported by the attached Statement of Material Facts and the Affidavits of Drs. Cordaro and Stergakos and Messrs. Scalice and Rigert there referenced, demonstrate that no offsite radiological emergency response capability is needed if the reactor is brought to cold shutdown from full power operation prior to commencement of a strike and kept in that status. They also show that cold shutdown conditions can be maintained indefinitely by LILCO management employees, and that LILCO would be willing to maintain that status (other than operations performed with the Staff's prior approval) until termination of a strike.

III. THE PROPOSED CONDITION

These facts demonstrate that placing the reactor in cold shutdown by the commencement of a strike after it has operated at full power, and maintaining it in that condition, would provide reasonable assurance that adequate protective measures can and will be taken at Shoreham in the event of a radiological emergency occurring during a strike at LILCO. Thus, whether or not such a condition is required, it would be sufficient to ensure the availability of adequate protective measures to protect the general population during a strike. In the interest of avoiding unnecessary conflict over exactly what limitations are, in fact,

necessary in the event of a strike, LILCO would agree to accept as a condition to its operating license a requirement that it bring the plant to cold shutdown and keep it there for the duration of a strike on specified terms. This condition would read as follows:

PROPOSED LICENSE CONDITION

So long as LILCO shall rely on an offsite emergency response organization consisting entirely or primarily of LILCO employees, then in anticipation of the commencement of a strike by a union representing LILCO employees, LILCO shall bring the Shoreham Nuclear Power Station (SNPS) to cold shutdown condition using normal operating procedures. LILCO shall commence bringing SNPS to cold shutdown condition 24 hours prior to the commencement of such strike, or immediately upon receipt of less than 24 hours' notice of the impending commencement of a strike, with the goal of having the plant in cold shutdown condition by the time the strike commences. LILCO shall maintain SNPS in cold shutdown condition until the end of the strike except that, with the prior approval of the NRC Staff upon review of written application by LILCO, LILCO shall be permitted:

- (1) to take the reactor to a refueling mode to conduct refueling or other operations requiring access to the reactor core if it is shown that such operations cannot result in the occurrence of any events requiring offsite emergency response capability; and
- (2) to conduct such other operations as the Staff shall approve if it is shown that the strike does not, in fact, impair LILCO's ability to implement its offsite emergency preparedness plan.

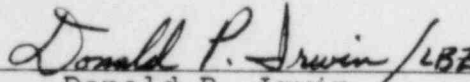
This condition shall terminate at such time as any or any combination of agencies of the Federal, New York State, or Suffolk County governments shall provide to the NRC written notice of its or their agreement, under terms and conditions approved by FEMA, to assume legal responsibility for effectuation of offsite emergency response for Shoreham Nuclear Power Station.

IV. CONCLUSION

LILCO believes that the proposed condition is amply supported by the attached Statement of Material Facts, and that each of them is amply supported by the attached Affidavits, and that there is thus no genuine issue of fact to be heard. For the above reasons, LILCO urges, pursuant to 10 CFR § 2.749(a), that the Board summarily resolve the issue raised in its July 24 Memorandum and Notice by requiring the inclusion of the condition specified above in the operating license for Shoreham Nuclear Power Station.

Respectfully submitted,

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DATED: August 3, 1984