

LILCO, August 3, 1984

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

Before the Atomic Safety and Licensing Board

DOCKETED
USNRC

'84 AGO 10 A10:21

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
DOCKETS & SERVICE

AFFIDAVIT OF MATTHEW C. CORDARO

Matthew C. Cordaro, being duly sworn, deposes and says as follows:

1. My name is Matthew C. Cordaro. I am Vice President, Engineering, for LILCO. My business address is Long Island Lighting Company, 175 East Old Country Road, Hicksville, New York 11801. I make this affidavit in support of LILCO's motion for summary resolution of issues involving the effect of a strike against LILCO under circumstances where, as now, a substantial proportion of LERO members are also unionized LILCO employees.

2. The Local Emergency Response Organization (LERO) for Shoreham Nuclear Power Station is composed largely though not entirely of LILCO employees. Approximately two-thirds of the LILCO employees in LERO belong to one or another of two unions. Absent the occurrence of events not being relied on as a basis for this license application, the composition of LERO will remain roughly in its present form for the foreseeable future.

3. In the current configuration of LERO it cannot be demonstrated that a strike against LILCO involving all of the union

members of LERO would not, under any circumstances, impair the functioning of LERO in the event of a radiological event requiring offsite response.

4. The recently expired contracts with LILCO's unions contain no-strike clauses prohibiting strikes during their term. Such clauses, or other clauses prohibiting strikes without notice, are typical of union contracts and are expected to be included in future contracts between LILCO and unions.

5. Strikes of any significant proportion generally do not begin without at least several days' notice established by either the contract expiration date, the subsequent failure of negotiations, or reports of unrest among union members. Further, the mechanics of strike commencement, including membership meetings and votes, build significant time, generally several days, into the process. The strike which began in July 1984 did not begin before the expiration date of the contract. Union leadership worked with LILCO management to provide ample notice of the actual start of the strike and to assure a smooth transition. I would expect, should a strike against LILCO ever occur in the future, that for the reasons outlined in this paragraph, LILCO management would have at least several days' advance notice of its imminence.

6. LILCO management understands, on the basis outlined in the accompanying affidavits of Dr. Stergakos and Messrs. Rigert and Scalice, that the Shoreham plant can be brought to cold shutdown in 24 hours or less, by management employees alone, and maintained in that status indefinitely thereafter by management

employees alone; and that from attainment of cold shutdown on, as long as the reactor is maintained in cold shutdown, no credible accident sequences can lead to offsite doses requiring the availability of an offsite emergency response capability, i.e., 1 rem or more to the whole body or 5 rems or more to the thyroid. LILCO management also understands, on the basis of these affidavits, that fuel handling and other operations requiring access to the reactor core would not result in accidents having offsite consequences requiring the availability of an offsite emergency response capability provided sufficient time has passed following the attainment of cold shutdown.

7. On the basis of the facts outlined in this affidavit and those set forth in the affidavits of Dr. Stergakos and Messrs. Rigert and Scalice, LILCO would be willing to accept the following condition on an operating license at Shoreham:

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.

Matthew C. Cordaro
Matthew C. Cordaro

COUNTY OF NASSAU)
STATE OF NEW YORK)

Subscribed and sworn to before
me this 6th day of August, 1984

Graceann Powers
NOTARY PUBLIC

GRACEANN POWERS
Notary Public, State of New York
No. 30-4721199
Qualified in Nassau County
Commission expires Mar. 30, 1986

My Commission Expires on 3/30/86