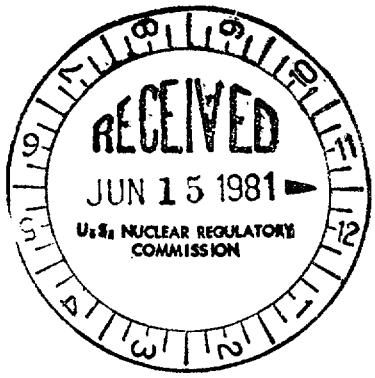
May 26, 1981



Docket No.: 50-389

Dr. Robert E. Uhrig, Vice President
Advanced Systems and Technology
Florida Power & Light Company
P. O. Box 529100
Miami, Florida 33152

Dear Dr. Uhrig:

SUBJECT: ISSUANCE OF AMENDMENT NO. 3 TO CONSTRUCTION PERMITS - SAINT LUCIE PLANT, UNIT 2

The Nuclear Regulatory Commission has issued Amendment No. 3 to Construction Permit No. CPPR-144, which was issued to you for construction of the St. Lucie Plant Unit 2. The Amendment has been issued pursuant to the Memorandum and Order by the Atomic Safety and Licensing Board, a copy of which has already been sent to you. The Amendment adds certain antitrust conditions to the construction permit.

Since the amendment only involves the addition of antitrust conditions, this action involves no safety questions or environmental impacts; i.e., this action does not involve a significant hazards consideration, does not constitute an unreasonable risk to the health and safety of the public, and is not inimical to the common defense and security. In addition, the issuance of this amendment will not result in any significant environmental impact and pursuant to 10 CFR Section 51.5(d)(4) an environmental impact statement or negative declaration and environmental impact appraisal need not be prepared in connection with issuance of the amendment.

Copies of Amendment No. 3 to CPPR-144 and a related notice, which has been forwarded to the Office of the Federal Register for publication, are enclosed.

Sincerely,

Original signed by
Frank J. Miraglia

8106170103

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F. Miraglia, Acting Chief
Licensing Branch No. 3
Division of Licensing

Enclosures:
1. Amendment No. 3 to CPPR-144
2. Federal Register Notice

SEE PREVIOUS CONCURRENCE

Docket No. 50-389

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F. Miraglia, Acting Chief
Licensing Branch No. 3
Division of Licensing

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DISTRIBUTION: SEE NEXT PAGE.

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DATE	5/13/81	5/14/81	5/22/81	5/ /81	5/11/81	5/15/81	5/22/81

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

FLORIDA POWER AND LIGHT COMPANY
AND
ORLANDO UTILITIES COMMISSION OF THE CITY OF ORLANDO, FLORIDA

DOCKET NO. 50-389

ST. LUCIE PLANT UNIT NO. 2

CONSTRUCTION PERMIT

Construction Permit No. CPPR-144
Amendment No. 3

Pursuant to a Memorandum and Order by the Atomic Safety and Licensing Board, dated April 24, 1981, the Nuclear Regulatory Commission has issued Amendment No. 3 to Construction Permit No. CPPR-144 by adding the following to Paragraph 3.F:

"3.F.(6) Florida Power and Light Company shall comply with the following antitrust conditions:

I. DEFINITIONS

(a) "Applicable area" means the area shown on the map which is Attachment A and any other area in the state of Florida in which, in the future, the Company will engage in generation, transmission or distribution of electric power; provided, however, that an area shall not be deemed to be included within the "applicable area" solely because the Company acquires an ownership interest of less than 50% in a generating facility located in such area.

(b) "The Company" means Florida Power & Light Company or any successor corporation, or any assignee of the Company.

(c) "Neighboring entity" means a private or public corporation, governmental agency or authority, municipality, rural electric cooperative, or lawful association of any of the foregoing, which owns, contractually controls, or operates, or in good faith proposes to own, contractually control, or operate facilities for the generation or transmission of

electricity, which meets each of the following criteria: (1) its existing or proposed facilities are actually interconnected or technically feasible of interconnection with those of the Company; (2) its existing or proposed facilities are fully or partially within the applicable area; (3) it is, or upon commencement of operations, will be subject to regulation as a public utility with respect to rates or service under applicable state law, or under the Federal Power Act, or it is legally exempted from such regulation by law.

(d) "Neighboring distribution system" means a private or public corporation, governmental agency or authority, municipality, rural electric cooperative, or lawful association of any of the foregoing, which engages or in good faith proposes to engage in the distribution of electric energy at retail, whose existing or proposed facilities are connected or technically feasible of connection with those of the Company, and which meets each of the criteria numbered (2) and (3) in paragraph (c) above.

(e) "Costs" means all appropriate costs, including a reasonable return on investment, which are reasonably allocable to an arrangement between two or more electric systems under coordination principles or generally accepted industry practices. In determining costs, no value shall be included for loss of revenues from a sale of power by one party to a consumer which another party might otherwise serve.

(f) The cities of Gainesville, Key West, Jacksonville Beach, Green Cove Springs, Clewiston, Lake Helen, Orlando and Moore Haven and the Fernandina Beach Division of the Florida Public Utilities Company are considered to be

neighboring entities or neighboring distribution systems for the purpose of these license conditions, without regard for whether their facilities are technically feasible of interconnection with the Company. This provision creates specific exceptions to the definition of applicable area and shall not be construed to bring within the applicable area any system not located within the area shown on Attachment A or not listed here.

II. INTERCONNECTIONS

(a) The Company shall interconnect at any technically feasible point on its system and operate in parallel pursuant to a written agreement with any neighboring entity requesting such interconnection.

(b) To the extent it is technically feasible, interconnections shall not be limited to lower voltages when higher voltages are requested and available and shall not be limited to higher voltages when lower voltages are requested and available. Voltages "available" means existing on the Company's system at the desired point of interconnection. Company may include in its rate schedules provisions for conversion of interconnection voltages and relocation of interconnection points to accommodate load growth and design changes consistent with continuing development of Company's transmission system.

(c) Interconnection agreements shall provide for the necessary operating procedures and control equipment as required for the safe and prudent operation of the interconnected systems.

(d) Interconnection agreements shall not embody provisions which impose limitations upon the use or resale of capacity and energy except as may be necessary to protect the reliability of the Company's system.

(e) Interconnection agreements shall not prohibit the parties from entering into other interconnection agreements, but may include appropriate provisions to protect the reliability of the Company's system and to ensure that the Company is compensated for additional costs resulting from such other interconnections.

III. RESERVE COORDINATION AND EMERGENCY POWER

(a) The Company shall sell emergency power to any neighboring entity with which it is interconnected, provided that the neighboring entity has applied good utility practices to plan, operate and maintain a reasonable installed reserve margin for the load that it is meeting with its own resources. Such installed reserve margin, which may include the purchase of reserves from other systems, shall consist of capacity which is as reliable as reserve capacity generally maintained in the electric utility industry, and which is

maintained and operated in a manner consistent with good utility practice. The Company shall engage in such emergency sales when requested if and when capacity and energy are available from its own generating resources or from those of interconnected electric systems, but only to the extent that it can do so without jeopardizing service to its customers. Emergency power shall be furnished to the fullest extent available from the supplying party and required by the other party's emergency.

(b) The parties to reserve coordination transactions pursuant to this section shall maintain such amounts of operating reserves as may be adequate to avoid the imposition of unreasonable demands on any other party(ies) in meeting the normal contingencies of operating their systems. However, Company shall not impose upon any party an operating reserve requirement which is unreasonable in light of such party's minimum reserve obligations under paragraph (a) above.

(c) The Company, if it has generating capacity in excess of the amount called for by its own reserve criteria, shall offer such excess to a neighboring entity to meet such entity's own minimum reserve margin. In lieu of selling such capacity, Company may waive (to the extent of the capacity which would otherwise be offered in accordance with this paragraph) the minimum reserve obligation under paragraph (a) above as to

a party requesting to purchase capacity which Company would be required by this paragraph to sell.

(d) Company's obligations under this section apply only as to neighboring entities which agree to assume reciprocal obligations to Company.

IV. MAINTENANCE POWER AND ENERGY

Company, when it can reasonably do so, shall exchange maintenance schedules and shall engage in purchases and sales of maintenance power and energy with any neighboring entity which so requests. Power shall be supplied to the fullest extent practicable for the time scheduled and in accordance with generally accepted industry practice for maintenance power and energy sales. Company shall be required to sell maintenance power and energy only to the extent that it can do so without jeopardizing service to its customers. Company's obligations under this section apply only as to neighboring entities which agree to assume reciprocal obligations to Company.

V. ECONOMY ENERGY

Company shall exchange data on costs of energy from generating resources available to it and, consistent with system security, sell or purchase economy energy (when appropriate to do so under principles of economic dispatch and good system operating practices) to or from a requesting neighboring entity on a basis that will apportion the savings from such transactions equally between Company and such entity. This provision shall not be construed to preclude

arrangements for economy energy transactions on a regional basis or to require Company or neighboring entity to forego a more attractive opportunity to sell or purchase economy energy. Company's obligations under this section apply only as to neighboring entities which agree to assume reciprocal obligations to Company.

VI. SHARING OF INTERRUPTIONS AND CURTAILMENTS

Company may include reasonable provisions in any interconnection agreement or contract or schedule for sale of wholesale power requiring a neighboring entity or neighboring distribution system to implement an emergency program for the reduction of customer load, with the objective that Company and the other party shall equitably share the interruption or curtailment of customer load, provided that such provisions are consistent with Company's general emergency criteria filed with any appropriate regulatory authorities. This emergency program would provide for automatic underfrequency load shedding or for load reduction by manual switching or other means, when and to the extent Company reasonably determines such to be necessary to maintain the adequacy of bulk electric power supply.

VII. ACCESS TO ST. LUCIE UNIT NO. 2

(a) Company will afford to the neighboring entities and neighboring distribution systems listed below the opportunity to participate in the ownership of St. Lucie Unit No. 2 in the percentage shares listed below:

Clewiston	.19387
Ft. Pierce	1.02793
Fernandina Beach Division of Florida Public Utilities Company	.45410
Gainesville	2.09359
Green Cove Springs	.13011
Homestead	.44499
Jacksonville Beach	.64538
Key West	.74946
Lake Helen	.03121
Lake Worth	.89520
Moore Haven	.03382
New Smyrna Beach	.40336
Orlando	6.08951
Starke	.11970
Vero Beach	1.03963
Florida Keys Cooperative	.79371

(b) As promptly as practicable, but not later than 30 days after these conditions take effect, Company shall transmit to the entities described above copies of (i) the construction permit for St. Lucie Unit No. 2, (ii) the orders of the NRC and its subsidiary tribunals authorizing issuance of the construction permit, (iii) the final environmental impact statement prepared by the NRC Staff, (iv) the final safety evaluation report prepared by the NRC Staff, (v) a statement of the costs incurred for St. Lucie Unit No. 2 through the most recent date for which an accounting is then available, (vi) Company's most current estimates of the total cost of St. Lucie Unit No. 2 (including estimates of cash requirements by calendar quarter through the date of commercial operation) and the schedule for completion of construction thereof, (vii) the participation agreement Company has executed with Seminole Electric Cooperative, Inc. (or if no such agreement has been executed, the most recent draft of such agreement), (viii) Company's estimate of annual capacity factors for St. Lucie Unit No. 2 and (ix) Company's

estimate of operating and maintenance expenses to be associated with St. Lucie Unit No. 2. No such estimates shall bind Company, and Company shall provide such information in good faith. In addition, Company shall make available to such entities at Company's offices copies of the preliminary safety analysis report and environmental report submitted by Company to the NRC. Company shall respond fully within 30 days to reasonable requests for additional information received from said entity within 35 days of said entity's receiving the documents enumerated in (i) through (ix) of this paragraph. If the NRC finds that the Company has failed to respond fully within 30 days to any such reasonable requests, the entity shall be allowed to participate in accordance with such time schedule as the NRC deems appropriate.

(c) Within 120 days after transmittal of the information enumerated in paragraph (b), each such entity which desires to participate in St. Lucie No. 2 by ownership shall provide Company with a written commitment (i) that it intends to participate in St. Lucie No. 2 and to negotiate in good faith with the Company as to the terms of a participation agreement, (ii) that, in the event agreement is reached as

to the terms of a participation agreement, it will assist the Company as requested in obtaining the required approval of the NRC, and (iii) that it will in good faith seek to obtain the necessary financing for its participation. Such commitment shall be accompanied by a payment equal to ten percent (10%) of the amount stated pursuant to paragraph (b)(v) multiplied by the participation share to which the commitment applies (expressed as a decimal fraction). Upon receiving such payment, the Company shall agree in writing to negotiate in good faith as to the terms of a participation agreement with the entities which provide the written commitments and payments described above. Such written agreement shall also provide that in the event that the Company fails to execute the participation agreement reached between the Company and such entity as provided in paragraph (d) below, each such entity shall have the right to initiate an enforcement action before the NRC, and to initiate an action against the Company in an appropriate court and/or agency for any relief that may otherwise be available to such entity under law. The Company shall have no obligation under this section to any entity which fails to provide within the time specified herein the written commitment and

payment described above, except as may otherwise be provided for in these conditions or be agreed upon in writing by the Company and each such entity.

(d)(1) If, within 120 days after providing the written commitments and payments described in paragraph (c), any entities providing such written commitments and payments and the Company agree as to the terms of a participation agreement, the Company and such entities shall execute the participation agreement, and Company shall seek the required approval of the NRC for transfer of an ownership interest to such entity. The participation agreement shall provide for closing 60 days after NRC approval of participation, contingent upon such entity's having obtained the necessary financing for its participation, at which time an ownership interest would be conveyed to the participant, and the participant would pay its (percentage) share of all costs incurred in connection with St. Lucie Unit No. 2 to the date of closing, less any payment made by such entity pursuant to paragraph (c) hereof.

(d)(2) If NRC approval is not obtained or if, by a date 60 days after NRC approval is obtained, such entity has not been able to obtain the necessary financing, the payment made by such entity pursuant to paragraph (c) shall be refunded by Company to such entity, and Company

shall have no further obligation under this section to such entity. Notwithstanding the foregoing, if an entity is unable to close at the time specified solely by reason of its inability, despite a good faith effort, to obtain necessary financing, such entity shall be allowed a 100-day extension of time for closing. If, for whatever reason, it fails to close within the 100-day extension period, Company shall refund to the entity the payment made by it pursuant to paragraph (c) and Company shall have no further obligation under this section to such entity; provided, however, that if a proceeding with respect to the validity of obligations to be issued by the entity to obtain the necessary financing is pending before the Florida Supreme Court at the conclusion of the 100-day extension period, then such period shall be extended until 60 days after entry of a final judgment in such proceeding.

(d)(3) If a neighboring entity or neighboring distribution system eligible for participation under these conditions is prevented from making the 10% commitment payment required by Section VII(c) due to operation of a state or federal statute or constitutional provision or because it is impossible

for it to obtain funds within the required time period through any of the commercial channels ordinarily available to municipalities to finance payments required in advance of obtaining long-term financing (but excluding in all instances any impediment which can be removed by action of the municipality within the required time period), such neighboring entity will not be obligated to make such commitment payment; provided, however, that the neighboring entity or neighboring distribution system failing to make the commitment payment in reliance on this provision shall have the burden of establishing in any enforcement proceeding the existence of one of the conditions specified herein as a basis for being relieved of the obligation to make such payment and if it fails to do so shall have no right to participation in St. Lucie Unit No. 2 under this section.

(d)(4) If any entity described in paragraph (d)(1) or (d)(2) does not close by the time specified herein, for any reason other than failure to obtain NRC approval or failure to obtain the necessary financing (having made a good faith effort to do so), Company shall refund to the entity the payment made by it pursuant to paragraph (c), and Company shall have no further obligation under this section to such entity.

(e)(i) If, within 120 days after providing the written commitments and payments described in paragraph (c), any entities providing such written commitments and payments and Company are unable to agree as to the terms of a participation agreement, any such entity may make a written request to Company that their dispute with respect to the terms of the participation agreement be submitted to arbitration. Upon the making of such a request by any such entity, Company and each such entity shall enter into an agreement that the arbitration shall be final and binding as between the Company and such entity. If no written request for arbitration is made within the 120-day period specified in this paragraph by an entity that provided the written commitment and payment described in paragraph (c), the payment made by such entity pursuant to paragraph (c) shall be refunded by Company to such entity, and Company shall have no further obligation under this section to such entity. Within ten days after the making of any such request, Company and all entities making such requests shall confer and attempt to agree upon the appointment of a single arbitrator. If such agreement is not reached, either Company or any such entity may request the American Arbitration Association to appoint an arbitrator, who shall be an attorney with knowledge of the electric utility industry. The arbitrator shall conduct a hearing to determine reasonable

terms for the disputed provisions of the participation agreement, giving due regard to the context of participation agreements negotiated among comparable parties in the electric utility industry and the particular business situation confronting Company and the entities requesting arbitration, and shall resolve all disputes in accordance with this section and the terms of the agreement to arbitrate; provided, however, that the provisions proposed by the Company as to its liability to the other participants, and as to sharing the cost of discharging uninsured third party liability, */ in connection with the design, construction, operation, maintenance and decommissioning of St. Lucie Unit No. 2 shall be approved by the arbitrator unless he determines that the provision proposed by the Company constitutes an unreasonable proposal which renders meaningless the Company's offer of participation in St. Lucie Unit No. 2. The decision of the arbitrator shall be

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*/ Any such liability provision shall not be intended to relieve Company or any other owner of the plant from any liability which it may have to any third party under any federal, state or other law, nor shall such provision provide the basis for any defense by Company, or any other owner of the plant, or any impediment to or delay in any payment, cost, expense or obligation arising from a claim of liability to a third party made against the Company or any other owner of the plant. To the extent that such provision concerns liability to third parties, such provision shall relate solely to subrogation rights as between Company and participants.

rendered within 30 days of the conclusion of the hearing, unless such time is extended by all of the parties, and shall be final and binding as between the Company and each such entity. Nothing herein shall be construed to deprive the NRC of its jurisdiction to enforce the terms of this license under the Atomic Energy Act.

(e)(2) Promptly after the arbitrator renders his decision, the Company and any such entity shall execute the participation agreement, containing the provisions for subsequent closing described in paragraph (d)(1), and Company shall seek the required approval of the NRC for transfer of an ownership interest to such entity. If any such entity does not execute the participation agreement, Company shall refund to the entity the payment made by it pursuant to paragraph (c) and, Company shall have no further obligation under this section to such entity. If Company does not execute the participation agreement, each such entity shall have the right to request the NRC to initiate an enforcement action and to institute an action against the Company in an appropriate court and/or agency for any relief that may otherwise be available to such entity under law. Upon execution of the participation agreement, the provisions of paragraph (d)(2) shall apply.

(f) In the event that any entity described in paragraph (a) hereof does not participate in the ownership of St. Lucie Unit No. 2 or participates in the ownership of St. Lucie Unit No. 2 in an amount less than the amount provided for in paragraph (a) hereof, it shall be permitted by Company to transfer all or a portion of its participation rights under this section to Florida Municipal Power Agency or any successor thereof (together hereinafter referred to as "FMPA") or to any other entity entitled to participate under these license conditions, provided that FMPA or such other entity agrees to assume all of the transferring entity's obligations to Company in connection with the participation rights transferred. Unless otherwise agreed to by Company and FMPA or such other entity, in no event shall FMPA or such other entity be entitled to any greater periods of time for the performance of its obligations under this section than its transferor would have been entitled to prior to the transfer.

(g)(1) Company may, in its unilateral discretion, extend the time for any of the actions required by this section to be taken by an entity desiring to participate in St. Lucie Unit No. 2. Any such extension shall be in writing. No extension permitted by Company to any entity shall require Company to permit further extensions of time to such entity or similar extensions to other entities.

(g)(2) Any entity which is named in the construction permit for Florida Power & Light St. Lucie Unit No. 2 (dated May 2, 1977) and which elects to participate in St. Lucie Unit No. 2 pursuant to this section does so in lieu of any participation rights provided in the license conditions contained in the construction permit as issued.

(h) In no event shall the Company be obligated to provide participation in St. Lucie Unit No. 2 under this section to any entity unless and until the Company and such entity execute a participation agreement and such entity pays the Company its percentage share of all costs incurred to the date of execution of the participation agreement in connection with St. Lucie Unit No. 2.

(i) Company may retain complete control and act for the other participants with respect to the design, engineering, construction, operation and maintenance of St. Lucie Unit No. 2, and make all decisions relevant thereto insofar as they deal with the relationship between the Company and the other participants, including (but not limited to) decisions regarding adherence to NRC health, safety and environmental regulations, changes in construction schedule, modification or cancellation of the unit and operation at such time and such capacity levels as it deems proper, all without the consent of any participant. Consistent with the foregoing, the participation agreement shall provide for an advisory committee as a vehicle for communication and consultation among all of the owners, and except where the public interest

requires immediate unilateral action, Company shall promptly inform participants of actions which may materially affect them.

(j) Nothing contained herein shall preclude the Company from instituting an action against any entity, with respect to its participation or commitment to participate in St. Lucie Unit No. 2, in an appropriate court for any relief that may be available to it under law.

(k) Any refund made by Company to any entity pursuant to this section shall be of the full amount paid by such entity. Company shall not be required by this section to pay interest on any such refund.

(l) Any entity shall have the right, subject to NRC approval, to sell or otherwise alienate its ownership share in St. Lucie Unit No. 2 after it has taken title to said ownership share to an electric utility which agrees to and is financially qualified to assume the obligations of the seller with respect to St. Lucie Unit No. 2. Any right to contest the prospective buyer's financial qualifications will be waived by Company unless Company informs the prospective seller, prospective buyer, and the NRC of Company's objections within thirty (30) days of Company's receipt of notice of the prospective sale.

VIII. ACCESS TO FUTURE NUCLEAR PLANTS

Company will afford to: (a) those neighboring entities and neighboring distribution systems entitled under any St. Lucie Unit 2 license conditions to any opportunity to participate in the ownership of St. Lucie Unit No. 2, and (b) to any other neighboring entity or neighboring distribution

system not in existence on January 1, 1980, but which operates generation, transmission, or distribution facilities in the applicable area as of the date that a construction permit is submitted to the NRC by Company, the opportunity to participate in the ownership of all nuclear units for which the Company files a construction permit application with the NRC prior to January 1, 1990, provided, however, that no opportunity to participate need be afforded to any neighboring entity or neighboring distribution system in an amount, if any, which would, in the aggregate, result in its owning nuclear generating capacity, or enjoying direct access thereto by unit power purchase or participation through a joint agency, as a percentage of its peak load in excess of what Company's percent of same would be after the addition of the proposed plant. If a joint power agency qualifies for participation hereunder as a neighboring entity, its nuclear generating capacity and peak load shall be deemed to be the aggregate of the nuclear generating capacities and peak loads of its members within the applicable area, excluding any such members which elect to exercise direct participation rights hereunder. In no event shall this license condition be construed to require Company to provide ownership interest in any such nuclear unit in a total amount exceeding 20 percent of the Company's interest in such unit. Where ownership in a nuclear unit is shared between the Company and one or more other utilities, the Company's obligation hereunder with respect to that nuclear unit shall be reduced to the extent that any utility to which participation would be afforded under this condition has been afforded an opportunity to obtain access to the nuclear unit, either directly

or through a joint agency.

IX. WHOLESALE FIRM POWER SALES

(a) Subject to the limitations contained in paragraphs (c) and (d), Company, upon timely request, shall sell firm wholesale power on a full or partial requirements basis to (1) any neighboring entity up to the amount required to supply electric service to its retail customers, to those wholesale customers which are supplied by the neighboring entity and which were so supplied on January 2, 1979, and to those wholesale customers which were previously supplied by Company and which are now supplied by such neighboring entity, and (2) any neighboring distribution system up to the amount required to supply electric service to its retail customers. Any sales made under subsection (a)(1) or (a)(2) above may be decreased by the sum at any one time of (i) power made available to such neighboring entity or neighboring distribution system as a result of participation in (or purchase of unit power from) one of Company's generating units and (ii) other power transmitted to such neighboring entity or neighboring distribution system by Company.

(b) For neighboring entities which supply power to one or more neighboring entities or neighboring distribution systems eligible to directly request service under this condition, Company will alternatively make sales to such supplying entities to the extent that such service would be available under the previous paragraph (a) to such neighboring entities or neighboring distribution system(s),

provided that such sales can be made on terms and conditions which do not expand Company's obligations to supply wholesale power beyond the quantities otherwise referred to in this section.

(c) Company may require such advance notice of the intention to take service and of the service contract demands as is reasonable for Company's power supply planning, and may impose reasonable limitations upon the increases in such service contract demands, provided that no such limitation shall be imposed to prevent a neighboring entity or neighboring distribution system from assuming a load which has been served directly by Company or a load which Company has sought to serve. Company shall not establish rates, terms or conditions (other than the advance notice provision described above) for the sale of firm wholesale power which differentiate among customers on the basis of whether or not an entity has historically been a wholesale firm power customer of the Company.

(d) Company shall not have any obligation to provide wholesale power to: (1) any electric utility which existed on January 1, 1979, and which was not a neighboring entity or neighboring distribution system as of that date; (2) any rural electric cooperative (or membership corporation) in a quantity greater than that required to serve such cooperative (or any distribution cooperative served by such cooperative) for loads in the area which has historically been supplied at wholesale or at retail by the Company; or (3) a neighboring entity which on January 1, 1979, owns or controls electric facilities with nominal capacity in

excess of 200Mwe, provided that this item (d)(3) shall not relieve the Company from the alternative obligation, provided in paragraph (b), to make sales to a neighboring entity which supplies power to an eligible neighboring entity or neighboring distribution system in lieu of making such sales directly to the eligible neighboring entity or neighboring distribution system.

(e) Wholesale power sales agreements shall not restrict use or resale of power sold pursuant to such agreements except as may be necessary to protect the reliability of Company's system. Delivery point voltages shall be established consistent with the provisions of section II(b).

X. TRANSMISSION SERVICES

(a) The Company shall transmit power (1) between Company power sources and neighboring entities or neighboring distribution systems with which Company is connected, (2) between two or among more than two neighboring entities, or sections of a neighboring entity's system which are geographically separated, with which, now or in the future, Company is interconnected, (3) between any neighboring entity with whom, now or in the future, Company is interconnected and one or more neighboring distribution system(s) with whom, now or in the future, it is connected, (4) between any neighboring entity or neighboring distribution system(s) and any other electric utility outside the applicable area, and (5) from any qualifying cogeneration facility or small power production facility (as defined by the Federal Energy Regulatory Commission in 18 CFR Part 292, Subpart B) with which Company is interconnected to a neighboring entity or

neighboring distribution system, where both the owner of the qualifying cogeneration facility and the neighboring entity or neighboring distribution system to which such transmission service is provided agree that such neighboring entity or neighboring distribution system will make, during the time and to the extent of its purchases from the cogeneration facility, any sales of "Backup power" and "Maintenance power" (as these terms are defined in applicable Federal Energy Regulatory Commission regulations) to the qualifying cogeneration facility or small power production facility; provided however that nothing in this item (5) shall diminish Company's obligations under Section IX hereof. Company shall provide transmission service under this paragraph only if (1) Company's and other connected transmission lines form a continuous electric path between the supplying and the recipient systems; (2) permission to utilize other systems' transmission lines can be obtained by the proponent of the arrangement; (3) the services can reasonably be accommodated from a technical standpoint without significantly jeopardizing Company's reliability or its use of transmission facilities; (4) reasonable advance request is received from the neighboring entity or neighboring distribution system seeking such services to the extent that such notice is required for operating or planning purposes, provided that Company distributes a written timetable setting forth reasonable periods of time within which such advance notice must be received for transmission services over existing company facilities; and (5) a reasonable magnitude, time and duration for the transactions is specified prior to the commencement of the transmission.

(b) Company's provision of transmission service under this section shall be on the basis which compensates it for its costs of transmission reasonably allocable to the service in accordance with a transmission agreement, transmission tariff or on another mutually agreeable basis. Company shall file such transmission agreements or transmission tariffs with the Federal Energy Regulatory Commission or its successor agency. In the event that the Company and a requesting entity are unable to agree regarding transmission services required to be provided under this section X, Company shall, upon the request of such entity, immediately file a service agreement at the Federal Energy Regulatory Commission or its successor agency providing for such service. Nothing in this license shall be construed to require Company to wheel power and energy to or from a retail customer.

(c) Company shall keep requesting neighboring entities and neighboring distribution systems informed of its transmission planning and construction programs and shall include therein sufficient transmission capacity as required by such entities, provided that such entities provide the Company sufficient advance notice of their requirements and contract in a timely manner to reimburse the Company for costs, as allowed by the regulatory agency having jurisdiction, appropriately attributable to compliance with the request. However, Company shall not be required to construct any transmission facility (1) which will be of no demonstrable present or future electrical benefit to Company, unless the

facility cannot reasonably be constructed by the requesting entity solely by reason of the Company's unreasonable refusal to grant an easement or license, or refusal to cooperate in removing impediments to the siting of any such transmission facility, (2) which would jeopardize Company's ability to finance or construct, on reasonable terms, facilities to meet its own anticipated system requirements or to satisfy existing contractual obligations to other electric systems, or (3) which could reasonably be constructed by the requesting entity without duplicating any portion of Company's transmission system. In such cases where Company elects not to construct transmission facilities, the requesting system shall have the option of constructing and owning such facilities and interconnecting them with Company's facilities. For the purposes of section X, upgrading present transmission facilities shall be considered always to have some demonstrable present or future electrical benefit to Company.

(d) Notwithstanding the foregoing, Company shall not decline to cooperate in transmitting power produced from any neighboring entity's (including FMPA's) or neighboring distribution system's ownership share, or the ownership share of any other Florida electric utility for which Company's transmission system is necessary to deliver such power, of the Alvin W. Vogtle Nuclear Units from a point or points of interconnection between Company and Georgia Power Company to points of connection described in (a) hereof between

Company and other utilities. This condition shall not be construed to require Company to construct transmission facilities within the State of Georgia. Company shall not be precluded from requiring such neighboring entities, neighboring distribution systems and other utilities to make reasonable financial arrangements to pay for the construction of those portions of facilities to be utilized by them and which are constructed for this purpose.

XI. ACCESS TO POOLING ARRANGEMENTS

Company shall sponsor the membership of any neighboring entity in any pooling arrangement to which Company is presently a party or to which, during the term of this license, Company becomes a party; provided, however, that the neighboring entity satisfies membership qualifications which are reasonable and not unduly discriminatory. To the extent that Company enters into pooling arrangements during the term of the license, it shall use its best efforts to include provisions therein which permit requesting neighboring entities the opportunity to participate in the arrangement on a basis that is reasonable and not unduly discriminatory.

XII. JURISDICTION OF OTHER REGULATORY AGENCIES

Rate schedules and agreements, as required to provide for the facilities and arrangements needed to implement the bulk power supply policies herein, are to be submitted by the Company to the regulatory agency having jurisdiction

thereof. The Company agrees to include a provision in new rate schedule submissions associated with these license conditions to the effect that, if the rates become effective prior to the resolution of contested issues associated with the new rate schedules and are thereafter reduced in accordance with the regulatory proceedings and findings, appropriate refunds (including interest) would be made to retroactively reflect the decrease.

XIII. IMPLEMENTATION

(a) These license conditions do not preclude Company from seeking such changes in these conditions, including but not limited to section VIII, as may be appropriate in accordance with the then existing law or factual situation.

(b) These conditions do not preclude Company from offering additional wholesale power, access to generating units or coordination services to other electric entities.

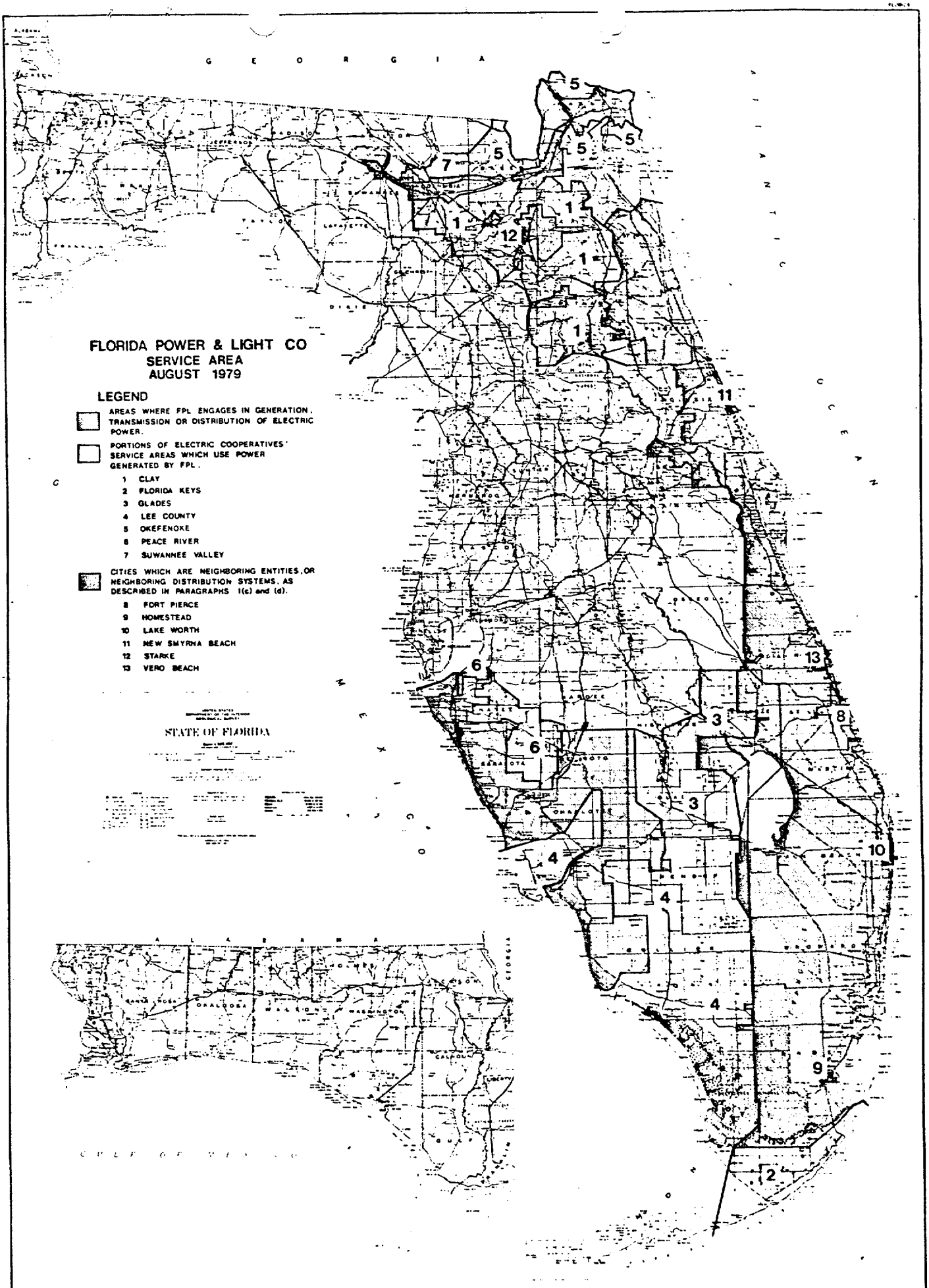
(c) Nothing herein shall be construed to affect the jurisdiction of FERC or any other regulatory agency."

FOR THE NUCLEAR REGULATORY COMMISSION

Darrell G. Eisenhut, Director
Division of Licensing

Date of Issuance: May 26, 1981

ATTACHMENT A



UNITED STATES NUCLEAR REGULATORY COMMISSION

FLORIDA POWER AND LIGHT COMPANY

AND

ORLANDO UTILITIES COMMISSION

OF THE CITY OF ORLANDO, FLORIDA

DOCKET NO.: 50-389

NOTICE OF ISSUANCE OF AMENDMENT TO CONSTRUCTION PERMIT

Notice is hereby given that pursuant to a Memorandum and Order dated April 24, 1981 by the Atomic Safety and Licensing Board, the U. S. Nuclear Regulatory Commission has issued Amendment No. 3 to Construction Permit No. CPPR-144, which was issued to Florida Power and Light Company for construction of the St. Lucie Plant Unit 2, located in St. Lucie County, Florida. Effective with the issuance of Amendment No. 2 on November 14, 1980, the current permit holders are Florida Power and Light Company and Orlando Utilities Commission of the City of Orlando, Florida. The Board's Order authorizes the addition of antitrust conditions to the construction permit.

The Commission has found that the provisions of the amendment complies with the requirements of the Atomic Energy Act of 1954, as amended, and the Commission's regulations published in 10 CFR Chapter I. Since the amendment only involves the addition of antitrust conditions, this action involves no safety questions or environmental impacts; i.e., this action does not involve a significant hazards consideration, does not constitute an unreasonable risk to the

health and safety of the public, and is not inimical to the common defense and security. In addition, the issuance of this amendment will not result in any significant environmental impact and pursuant to 10 CFR Section 51.5(d)(4) an environmental impact statement or negative declaration and environmental impact appraisal need not be prepared in connection with issuance of the amendment.

A copy of the Memorandum and Order, dated April 24, 1981, the construction permit, the amendment and other related documents are available for public inspection at the Commission's Public Document Room, 1717 H Street, N. W., Washington, D. C. and at the Indian River Community College Library, 3900 Virginia Avenue, Ft. Pierce, Florida. Single copies of the amendment may be obtained upon request addressed to the U. S. Nuclear Regulatory Commission, Washington, D. C., 20555, Attention: Director, Division of Licensing.

Dated at Bethesda, Maryland, this 26th day of May, 1981.

FOR THE NUCLEAR REGULATORY COMMISSION

Original signed by
Frank J. Miraglia

F. Miraglia, Acting Chief
Licensing Branch No. 3
Division of Licensing

see note

OFFICE	DL:LB#3	DL:LB#3	DL:LB#3	OELD			
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DATE	5/13/81	5/14/81	5/22/81	5/19/81			

NRC FORM 318 (10/80) NRCM 0240 **OFFICIAL RECORD COPY** ☆ USGPO: 1980—329-824