



September 9, 2010

NRC 2010-0144
10 CFR 50.90

U.S. Nuclear Regulatory Commission
ATTN: Document Control Desk
Washington, DC 20555

Point Beach Nuclear Plant, Units 1 and 2
Dockets 50-266 and 50-301
Renewed License Nos. DPR-24 and DPR-27

License Amendment Request 261, Supplement 8
Extended Power Uprate

- References:
- (1) FPL Energy Point Beach, LLC letter to NRC, dated April 7, 2009, License Amendment Request 261, Extended Power Uprate (ML091250564)
 - (2) NextEra Energy Point Beach, LLC letter to NRC, dated June 11, 2010, License Amendment Request 261, Extended Power Uprate, Response to Request for Additional Information, (ML101650075)
 - (3) NextEra Energy Point Beach, LLC letter to NRC, dated July 8, 2010, License Amendment Request 261, Supplement 5, Extended Power Uprate (ML101890785)

NextEra Energy Point Beach, LLC (NextEra) submitted License Amendment Request (LAR) 261 (Reference 1) to the NRC pursuant to 10 CFR 50.90. The proposed amendment would increase each unit's licensed thermal power level from 1540 megawatts thermal (MWt) to 1800 MWt, and revise the Technical Specifications to support operation at the increased thermal power level.

In a teleconference on August 27, 2010, the NRC requested that NextEra provide proposed license conditions that address Reference 1 Regulatory Commitments 13, 14, and 15. Enclosure 1 provides new proposed license conditions that correspond to Regulatory Commitments 14 and 15. NextEra proposed a final resolution of Regulatory Commitment 13 in Reference 2. Therefore, no corresponding license condition is proposed for Regulatory Commitment 13.

This letter contains no new regulatory commitments and closes two regulatory commitments that are superseded by the License Conditions proposed in Enclosure 1. Attachment 4 to Reference 1 includes these two regulatory commitments as follows:

- "14. Eliminate the reliance on local manual action to gag the motor-driven and turbine-driven AFW pump mini-recirculation valves open prior to operation of either unit at EPU conditions.
15. A self-cooled (i.e., air-cooled) air compressor will be installed to supply Instrument Air. The compressor will be independent of service water cooling and aligned for automatic operation. It will be installed prior to operation of either unit at EPU conditions."

In Reference 3, NextEra revised the no significant hazards consideration (NSHC) evaluation regarding the Auxiliary Feedwater System upgrade. The NSHCs provided in Reference 1 and Reference 3 are not altered by the information in this supplement. The proposed changes continue to satisfy the criteria of 10 CFR 51.22 for categorical exclusion from the requirements for an environmental assessment.

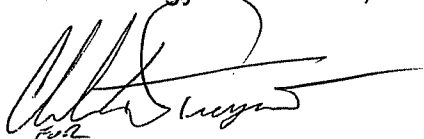
The proposed license conditions have been reviewed by the Plant Operations Review Committee.

In accordance with 10 CFR 50.91, a copy of this letter is being provided to the designated Wisconsin Official.

I declare under penalty of perjury that the foregoing is true and correct.
Executed on September 9, 2010.

Very truly yours,

NextEra Energy Point Beach, LLC

A handwritten signature in black ink, appearing to read 'Larry Meyer', with a long horizontal flourish extending to the right.

Larry Meyer
Site Vice President

Enclosure

cc: Administrator, Region III, USNRC
Project Manager, Point Beach Nuclear Plant, USNRC
Resident Inspector, Point Beach Nuclear Plant, USNRC
PSCW

ENCLOSURE 1

**NEXTERA ENERGY POINT BEACH, LLC
POINT BEACH NUCLEAR PLANT, UNITS 1 AND 2**

**LICENSE AMENDMENT REQUEST 261, SUPPLEMENT 8
EXTENDED POWER UPRATE**

PROPOSED APPENDIX C LICENSE CONDITIONS

APPENDIX C
ADDITIONAL CONDITIONS
OPERATING LICENSE DPR-24

NextEra Energy Point Beach, LLC shall comply with the following conditions and the schedules noted below:

<u>Amendment Number</u>	<u>Additional Conditions</u>	<u>Implementation Date</u>
228	At the time of the closing of the transfer of the licenses from Wisconsin Electric Power Company (WEPCO) to FPLE Point Beach*, WEPCO shall transfer to FPLE Point Beach* WEPCO's decommissioning funds in an aggregate minimum value of \$200.8 million for Point Beach Unit 1. FPLE Point Beach* shall deposit such funds in an external decommissioning trust fund established by FPLE Point Beach* for Point Beach Units 1 and 2. The trust agreement shall be in a form acceptable to the NRC.	Immediately
	NextEra Energy Point Beach shall take no actions to cause FPL Group Capital, or its successors and assigns, to void, cancel, or modify its \$70 million Support Agreement (Agreement) to NextEra Energy Point Beach, as presented in its application dated January 26, 2007, or cause it to fail to perform or impair its performance under the Agreement, without the prior written consent from the NRC. The Agreement may not be amended or modified without 30 days prior written notice to the Director of Nuclear Reactor Regulation or his designee. An executed copy of the Agreement shall be submitted to the NRC no later than 30 days after the completion of the license transfers. Also, NextEra Energy Point Beach shall inform the NRC in writing anytime it draws upon the \$70 million Agreement.	Immediately
<u>XXX</u>	<u>NextEra Point Beach, LLC shall eliminate the reliance on local manual action to gag the Motor-Driven and Turbine-Driven AFW pump mini-recirculation valves open.</u>	<u>Prior to Operation Of Either Unit At EPU Conditions</u>
<u>XXX</u>	<u>NextEra Point Beach, LLC shall install a self-cooled (i.e., air-cooled) air compressor capable of supplying Instrument Air. The compressor shall be independent of Service Water cooling and normally aligned for automatic operation.</u>	<u>Prior to Operation Of Either Unit At EPU Conditions</u>

* On April 16, 2009, the name "FPLE Point Beach, LLC" was changed to "NextEra Energy Point Beach, LLC."

APPENDIX C
ADDITIONAL CONDITIONS
OPERATING LICENSE DPR-27

NextEra Energy Point Beach, LLC shall comply with the following conditions and the schedules noted below:

<u>Amendment Number</u>	<u>Additional Conditions</u>	<u>Implementation Date</u>
233	At the time of the closing of the transfer of the licenses from Wisconsin Electric Power Company (WEPCO) to FPLE Point Beach*, WEPCO shall transfer to FPLE Point Beach* WEPCO's decommissioning funds in an aggregate minimum value of \$189.2 million for Point Beach Unit 2. FPLE Point Beach* shall deposit such funds in an external decommissioning trust fund established by FPLE Point Beach* for Point Beach Units 1 and 2. The trust agreement shall be in a form acceptable to the NRC.	Immediately
	NextEra Energy Point Beach shall take no actions to cause FPL Group Capital, or its successors and assigns, to void, cancel, or modify its \$70 million Support Agreement (Agreement) to NextEra Energy Point Beach, as presented in its application dated January 26, 2007, or cause it to fail to perform or impair its performance under the Agreement, without the prior written consent from the NRC. The Agreement may not be amended or modified without 30 days prior written notice to the Director of Nuclear Reactor Regulation or his designee. An executed copy of the Agreement shall be submitted to the NRC no later than 30 days after the completion of the license transfers. Also, NextEra Energy Point Beach shall inform the NRC in writing anytime it draws upon the \$70 million Agreement.	Immediately
<u>XXX</u>	<u>NextEra Point Beach, LLC shall eliminate the reliance on local manual action to gag the Motor-Driven and Turbine-Driven AFW pump mini-recirculation valves open.</u>	<u>Prior to Operation Of Either Unit At EPU Conditions</u>
<u>XXX</u>	<u>NextEra Point Beach, LLC shall install a self-cooled (i.e., air-cooled) air compressor capable of supplying Instrument Air. The compressor shall be independent of Service Water cooling and normally aligned for automatic operation.</u>	<u>Prior to Operation Of Either Unit At EPU Conditions</u>

* On April 16, 2009, the name "FPLE Point Beach, LLC" was changed to "NextEra Energy Point Beach, LLC."