



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

November 21, 1980.

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Re: Florida Power & Light Company,
(St. Lucie Plant, Unit No. 2),
Docket No. 50-389A

Gentlepersons:

At our November 18, 1980 meeting Lon Bouknight suggested certain changes in the language of FP&L's proposed commitment regarding the control provision in Section VII(i) of the license conditions. Enclosed is a copy of what I understand this new language to be, together with several underlined minor changes that hopefully will help clarify the intent of the commitment.

I believe we should be in contact during the week of November 24, 1980 to determine whether each of us is in agreement with respect to this commitment.

Yours truly,

Lee Scott Dewey
Counsel for NRC Staff

Enclosure

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Additional FP&L Commitment

If in the future Company enters into a new participation agreement or an amendment to a participation agreement previously entered into pursuant to Section VII of the proposed license conditions which contains contractual provisions which conflict with the principles of [paragraph (i) of this Section] Section VII, paragraph (i) of the proposed conditions submitted to the Licensing Board on September 12, 1980, and such provisions are included in such new participation agreement as a result of a final order of the NRC which is no longer subject to appeal and which (a) modifies or deletes paragraph (i) and (b) requires that such contractual provisions be included in such new agreement, Company, upon request of the other party to a participation agreement previously entered into pursuant to this Section VII (prior participation agreement), will consent to amend such prior participation agreement to substitute such provisions of such new agreement for the conflicting provisions in such prior participation agreement; provided that Company may, at its option, incorporate in such amendment all other substantive terms of such new agreement which differ from the terms of the prior Participation Agreement, including but not limited to provisions for conveyance of an ownership interest which is less as a percentage of such party's 1977 peak electric load than was originally conveyed in such prior Participation Agreement (in which event Company may include provisions for reconveyance of the excess to Company). This provision is not intended to effect any authority which the NRC may possess independent of this paragraph or to limit the right of any party to take any legal position on the extent of such authority.

