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ACCESSION NBR: 8309190211 DOC. DATE: 83/09/12 NOTARIZED: YES DOCKET #  
 FACIL: 50-250 Turkey Point Plant, Unit 3, Florida Power and Light C 05000250  
 50-251 Turkey Point Plant, Unit 4, Florida Power and Light C 05000251  
 AUTH. NAME: EISENHUT, D.G. AUTHOR AFFILIATION: Florida Power & Light Co.  
 RECIP. NAME: EISENHUT, D.G. RECIPIENT AFFILIATION: Division of Licensing

SUBJECT: Application for amend to License DPR-31 & DPR-41, deleting  
 ETS Section 4.1.1.2 re 10CFR50 App B groundwater monitoring.

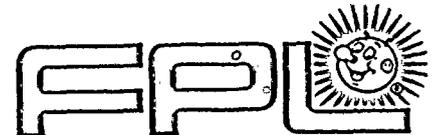
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FLORIDA POWER & LIGHT COMPANY

September 12, 1983  
L-83-482

Office of Nuclear Reactor Regulation  
Attention: Mr. Darrell G. Eisenhut, Director  
Division of Licensing  
U. S. Nuclear Regulatory Commission  
Washington, D.C. 20555

Dear Mr. Eisenhut:

RE: Turkey Point Units 3 & 4  
Docket Nos. 50-250 and 50-251  
Proposed License Amendment  
Deletion of Appendix B Groundwater Monitoring

Florida Power & Light Company requests the deletion of the subject Environmental Technical Specification (Section 4.1.1.2). Deletion of this ETS requirements was previously requested on February 10, 1983. The request was withdrawn by FPL on April 25, 1983 pending finalization of a revised monitoring program under discussion at that time between Florida Power & Light Company and the South Florida Water Management District. Attachment A is a copy of the finalized agreement.

Attachment B is a summary document describing the history of groundwater monitoring and interceptor ditch operation at Turkey Point. This summary document also contains the basic findings of the monitoring program to date and briefly discusses the revised monitoring program.

The revised agreement between Florida Power & Light Company and The South Florida Water Management District binds the two parties to very specific monitoring requirements and operating conditions. With this agreement in place, retention of a monitoring program requirement in the Turkey Point, Appendix B, Environmental Technical Specifications is unnecessarily redundant and should be deleted.

Attachment C is our no significant hazards consideration determination.

In accordance with 10 CFR 170.22, it has been determined that this represents a Class I and Class III amendment and a check for payment will follow under separate cover.

Very truly yours,

Robert E. Uhrig  
Vice President  
Advanced Systems & Technology

REU/ADB/SAV/cab

Attachments

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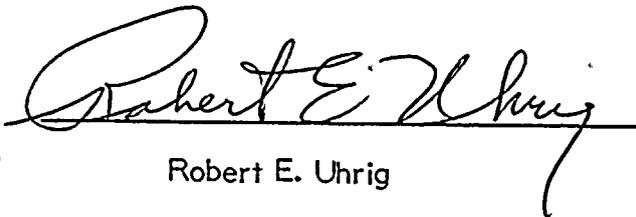
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STATE OF FLORIDA            )  
  )  
COUNTY OF PALM BEACH    )    SS.

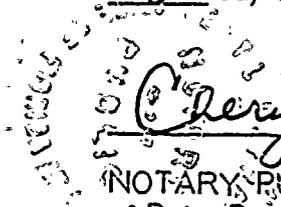
Robert E. Uhrig, being first duly sworn, deposes and says:

That he is Vice President of Florida Power & Light Company, the Licensee herein;

That he has executed the foregoing document; that the statements made in this document are true and correct to the best of his knowledge, information, and belief, and that he is authorized to execute the document on behalf of said Licensee.

  
Robert E. Uhrig

Subscribed and sworn to before me this  
12 day of September 1983.

  
Cheryl I. Fredrick  
NOTARY PUBLIC, in and for the County  
of Palm Beach, State of Florida.

My commission expires: Notary Public, State of Florida at Large  
My Commission Expires October 30, 1983  
~~Bonded thru Maynard~~ Bonding Agency

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FEDERAL BUREAU OF INVESTIGATION  
U. S. DEPARTMENT OF JUSTICE



# South Florida Water Management District

ATTACHMENT A

Director

Post Office Box V 3301 Gun Club Road  
West Palm Beach, Florida 33402  
Telephone (305) 686-8800  
Florida WATS Line 1-800-432-2045

RECEIVED  
JUL 21 1983

IN REPLY REFER TO:  
4-FPL-22  
Turkey Point  
8046/306

July 19, 1983

Mr. Charles D. Henderson, Manager  
Environmental Technical Services  
FPL Juno Beach  
700 Universe Boulevard  
Juno Beach, Florida 33408

Re: FPL & SFWMD Agreement  
Turkey Point

*Charlie*

Dear Mr. Henderson:

Enclosed is a fully and originally executed copy of the agreement between FPL and the South Florida Water Management District for Ground Water Monitoring and Interceptor Ditch Operation Procedures at the Turkey Point Plant.

If you have any questions, please do not hesitate to contact this office.

Sincerely,

*Stephen A. Walker*

Stephen A. Walker  
Deputy District Counsel

W:ep  
Enclosure



AGREEMENT

THIS AGREEMENT made and entered into this 15<sup>th</sup> day of July, A. D., 1983, by and between FLORIDA POWER & LIGHT COMPANY, hereinafter referred to as "FPL" and SOUTH FLORIDA WATER MANAGEMENT DISTRICT, hereinafter referred to as "DISTRICT".

WITNESSETH

WHEREAS, FPL and the CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT, hereinafter referred to as the "CSFFCD", predecessor to the DISTRICT, entered into an agreement dated February 2, 1972, hereinafter referred to as the "Original Agreement", governing the rights and obligations of the parties concerning the construction, operation and monitoring of the cooling water system for FPL's power generating plant at Turkey Point in Dade County, Florida; and

WHEREAS, the Original Agreement has been supplemented and amended on three separate occasions; the First Supplemental Agreement having been executed on October 21, 1974; the Second Supplemental Agreement having been executed on August 14, 1975; and the Third Supplemental Agreement having been executed on September 10, 1976; and

WHEREAS, the obligations undertaken by FPL and the CSFFCD in the Original Agreement and the supplemental agreements have been satisfactorily performed to date; and construction of the cooling water system is complete; and

WHEREAS, FPL still has a continuing obligation to monitor for impacts of the cooling water system on the water resources of the DISTRICT in general and on the DISTRICT's facilities and operations in particular; and

WHEREAS, past monitoring activities indicate that any such impacts can be sufficiently determined through a modified monitoring program; and



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WHEREAS, the parties desire to modify the present monitoring program to reflect current needs and conditions; and

WHEREAS, the parties desire to set forth, in one agreement, all remaining obligations existing between them by virtue of the Original Agreement, the supplemental agreements and the modified monitoring program.

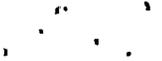
NOW THEREFORE, the parties hereto agree as follows:

A. INTERCEPTOR DITCH SYSTEM

1. FPL and DISTRICT agree that the purpose of the system is to restrict movement of saline water from the cooling water system westward of Levee 31E adjacent to the cooling water system to those amounts which would occur without the existence of the cooling water system.

2. The operating criteria for the interceptor ditch system have been established by FPL to meet the objective set forth in Paragraph A.1. If at any time it is determined by DISTRICT that FPL operations are such that the objective of Paragraph A.1. is not being achieved, FPL agrees that it will immediately revise the operating criteria for the interceptor ditch system upon the written instructions of DISTRICT's Executive Director or his authorized representative. Upon approval by DISTRICT, the new operating criteria shall be immediately placed into effect. FPL shall designate an official or employee of FPL who will be responsible for the receipt of said operating criteria and for carrying them out.

3. If in the sole judgment of DISTRICT it is determined that operational changes, as specified under Paragraph A.2., are not adequate to achieve the objective of Paragraph A.1., FPL will promptly take action to find and implement other feasible engineering measures to achieve the objective of Paragraph A.1., including reasonable



alterations in the operation or design of the interceptor ditch system. Should such alterations fail to achieve said objective, other feasible engineering measures regarding the cooling water system will be undertaken. If alterations to the cooling water system become necessary, any such alterations will take into account the reasonable operational requirements of the existing power plant.

4. Nothing contained in this Agreement shall estop the DISTRICT from availing itself of all other rights and remedies it may now or hereafter have to achieve the objective of Paragraph A.1.

5. Pump operation logs of a form acceptable to the DISTRICT shall be maintained by FPL for each interceptor ditch pumping installation. The current and preceding month's logs will be maintained at a designated on-site location for examination by DISTRICT personnel.

6. FPL shall bear all costs associated with the construction, operation, maintenance, replacement, alteration, modification, or relocation of any and all existing or future interceptor ditch facilities made necessary by the cooling water system.

7. FPL shall save and hold the DISTRICT harmless and will defend against any and all claims arising from construction, operation, maintenance, replacement, alteration, modification or relocation of any existing or future interceptor ditch facilities made necessary by the cooling water system.

B. WATER TRANSFER FACILITIES

1. FPL shall accept on its lands east of Levee 31E, and be responsible for the use or disposal of all excess surface waters from the drainage basins of Canals 106 and 107, as shown on the attached Exhibit "A", made a part hereof, which can be delivered by Structures 20-A and 20 regardless of time and duration of discharge and quality. The



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parties agree that the capacity of the existing water transfer facilities replaces as nearly as practical that capacity which existed prior to the construction of FPL's cooling system. FPL shall, at its expense, operate and maintain the drainage system from Structure 20 seaward to the intersection with the Seadade Canal.

2. Operation of water transfer facilities shall be in accordance with instructions given FPL by DISTRICT's Director of Field Services or his designated representative. FPL shall designate an official or employee of FPL who will be responsible for the receipt of said operating instructions and for carrying them out.

3. FPL agrees to hold and save the DISTRICT harmless and to defend against any claim arising from the construction, operation, maintenance, replacement, modification, alteration or relocation of the water transfer facilities for Canal 106 and Canal 107.

C. MONITORING PROVISIONS

1. FPL shall monitor the cooling water system and the interceptor ditch facilities to ensure that the objective specified in Paragraph A.1. is met.

2. The monitoring program outlined in the manual designated "FLORIDA POWER & LIGHT COMPANY, TURKEY POINT, FLORIDA, GROUNDWATER MONITORING AND INTERCEPTOR DITCH OPERATION PROCEDURES", revised July, 1983, hereinafter referred to as the "REVISED OPERATING MANUAL", which is incorporated herein by reference, shall be sufficient to meet the monitoring requirements imposed in Paragraph C.1.

3. Further revision or modification of the REVISED OPERATING MANUAL, shall be made in accordance with this Agreement and shall be set out in a supplement executed by both parties hereto, which supplement shall be attached to the



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REVISED OPERATING MANUAL as a part of that document. Provided, however, that non-substantive changes may be accomplished by letter, which, when signed by the party requesting the change and accepted by the other party, shall be incorporated into the REVISED OPERATING MANUAL.

4. FPL shall designate an official, employee or agent of FPL who will have the responsibility for maintaining the monitoring installations in satisfactory operating condition and for collecting the required data and maintaining the record thereof.

5. FPL shall collect the data as provided in the REVISED OPERATING MANUAL; shall retain the same for a minimum of twenty-four (24) months; and shall review and analyze the data so collected consistent with the objectives of this Agreement. In August of each year, FPL shall submit to the DISTRICT a summary report evaluating the preceding year's events in terms of historic trends. The summary report shall consist of the information called for in the REVISED OPERATING MANUAL. The summary report shall not contain raw data unless specifically requested by the DISTRICT.

6. FPL shall bear all costs of installation, instrumentation, operation, maintenance, replacement, modification, alteration, or relocation of the monitoring system or any element thereof.

7. FPL shall hold and save DISTRICT harmless and will defend against any and all claims arising from installation, instrumentation, operation, maintenance, replacement, modification, alteration, or relocation of the monitoring system or any element thereof.

D. GENERAL PROVISIONS

1. This Agreement supercedes the Original Agreement between the



parties dated February 2, 1972, and the Supplemental Agreements, dated October 21, 1974, August 14, 1975, and September 10, 1976.

2. This Agreement shall be binding on the parties and their assigns and successors.

3. Should any unusual event occur or should any substantive physical, mechanical, structural or operational changes be contemplated to be made to the cooling water system, then FPL shall immediately notify the DISTRICT and, if the DISTRICT shall so request, a meeting of the representatives of both FPL and the DISTRICT, comprising the group known as the Technical Advisory Group, shall be convened at the earliest mutually convenient time to review and analyze such unusual occurrence or such contemplated substantive physical, mechanical, structural or operational changes and to determine by mutual agreement what action shall be taken in relation thereto.

4. Should any unusual event occur or should any substantive physical, mechanical, structural or operational changes be contemplated to be made with regard to DISTRICT'S operations in the vicinity of the cooling water system, then DISTRICT shall immediately notify FPL and, if FPL shall so request, a meeting of the representatives of both FPL and the DISTRICT, comprising the group known as the Technical Advisory Group, shall be convened at the earliest mutually convenient time to review and analyze such unusual occurrence or such contemplated substantive physical, mechanical, structural or operational changes and for FPL to make recommendations regarding the action to be taken in relation thereto.

5. In the event FPL discontinues the use of the feeder, collector and cooling canals as a part of its cooling system, then FPL's obligations as to interceptor ditch pumping and as to monitoring shall cease and terminate. In the event FPL



discontinues the use of a portion of the feeder, collector or cooling canals as a part of its cooling system, then, to the extent, in the judgment of DISTRICT, that interceptor ditch pumping and monitoring are no longer necessary, such obligations shall cease and terminate.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, in duplicate originals, the day and year first above written.

(Corporate Seal)

FLORIDA POWER & LIGHT COMPANY

By Robert E. Whung  
Title: Vice President  
Advanced Systems and Technology

Executed in the presence of:

C. D. Henderson  
Denise Taylor  
As to FPL

ATTEST:

By Janice T. Kuhns  
Title: Notary Public for the State of Florida  
at Large

(Corporate Seal)

SOUTH FLORIDA WATER MANAGEMENT  
DISTRICT, BY ITS GOVERNING BOARD

By [Signature]  
Vice Chairman

Executed in the presence of:

Elijah Packer  
Dawn L. Drennan  
As to DISTRICT

ATTEST:

By [Signature]  
Assistant Secretary



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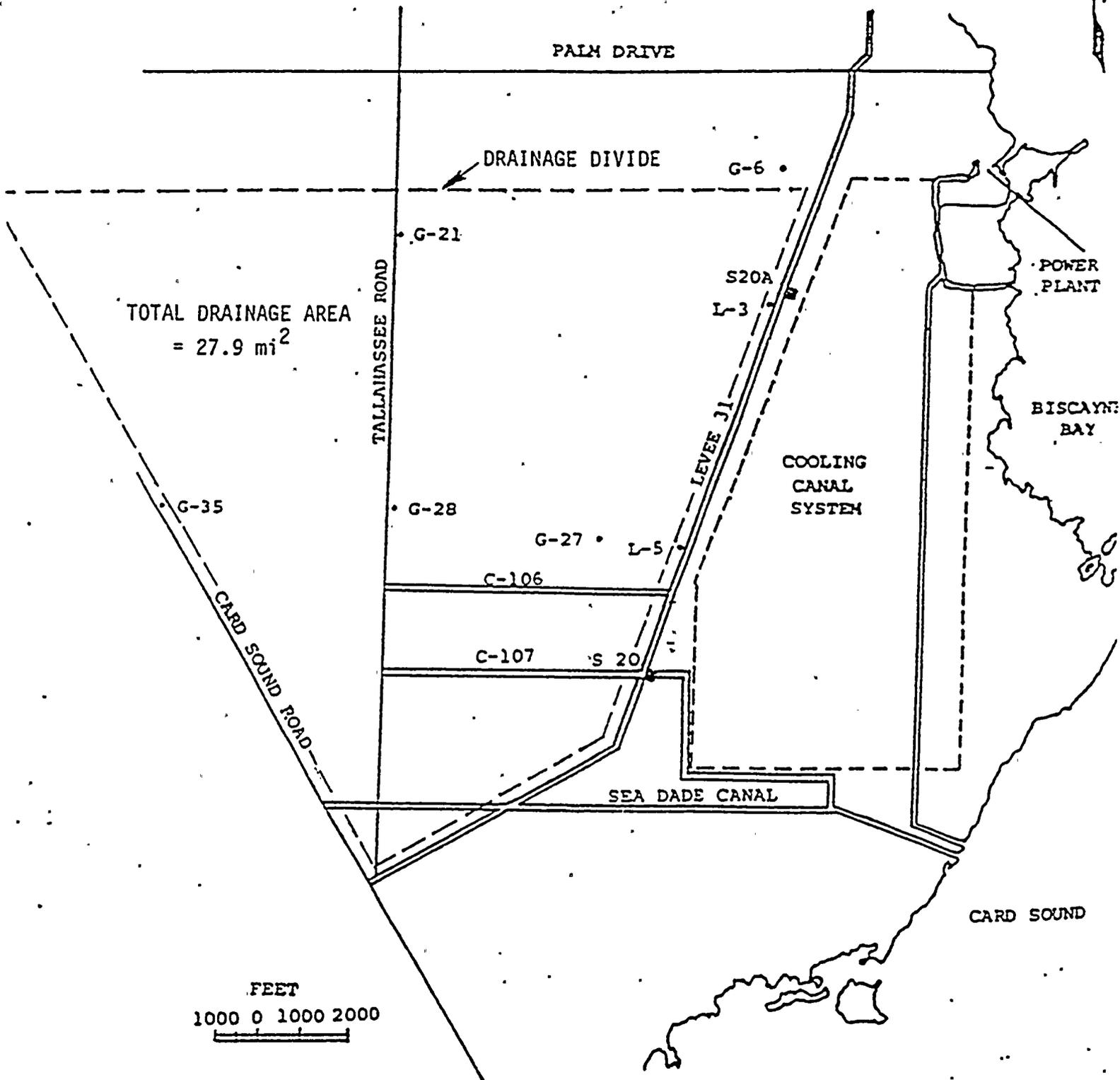


EXHIBIT A. DRAINAGE BASINS OF CANALS 106 and 107



11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100