

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

Docket No. 70-1838

Indemnity Agreement No. B-76

This Indemnity Agreement No. B-76 is entered into by and between

FLORIDA POWER AND LIGHT COMPANY

(hereinafter referred to as the "licensee") and the United States Nuclear Regulatory Commission (hereinafter referred to as the "Commission") pursuant to subsection 170c of the Atomic Energy Act of 1954, as amended (hereinafter referred to as "the Act").

ARTICLE I

As used in this agreement:

1. "Nuclear reactor," "byproduct material," "person," "source material," and "special nuclear material" shall have the meanings given them in the Atomic Energy Act of 1954, as amended, and the regulations issued by the Commission.
2. Except where otherwise specifically provided, "amount of financial protection" means the amount specified in Item 2a and b, of the Attachment annexed hereto, as modified by paragraph 8, Article II, with respect to common occurrences.
3. (a) "Nuclear incident" means any occurrence, including an extraordinary nuclear occurrence, or series of occurrences at the location or in the course of transportation causing bodily injury, sickness, disease, or death, or loss of or damage to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of the radioactive material.

(b) Any occurrence, including an extraordinary nuclear occurrence, or series of occurrences causing bodily injury, sickness, disease, or death, or loss of or damage to property, or loss of use of property,

arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of

i. The radioactive material discharged or dispersed from the location over a period of days, weeks, months or longer, and also arising out of such properties of other material defined as "the radioactive material" in any other agreement or agreements entered into by the Commission under subsection 170c or k of the Act and so discharged or dispersed from "the location" as defined in any such other agreement, or

ii. The radioactive material in the course of transportation and also arising out of such properties of other material defined in any other agreement entered into by the Commission pursuant to subsection 170c or k of the Act as "the radioactive material" and which is in the course of transportation

shall be deemed to be a common occurrence. A common occurrence shall be deemed to constitute a single nuclear incident.

4. "Extraordinary nuclear occurrence" means an event which the Commission has determined to be an extraordinary nuclear occurrence as defined in the Atomic Energy Act of 1954, as amended.

5. "In the course of transportation" means in the course of transportation within the United States, including handling or temporary storage incidental thereto, of the radioactive material to the location or from the location provided that:

(a) With respect to transportation of the radioactive material to the location, such transportation is not by predetermination to be interrupted by the removal of the material from the transporting conveyance for any purpose other than the continuation of such transportation to the location or temporary storage incidental thereto;

(b) The transportation of the radioactive material from the location shall be deemed to end when the radioactive material is removed from the transporting conveyance for any purpose other than the continuance of transportation or temporary storage incidental thereto;

(c) "In the course of transportation" as used in this agreement shall not include transportation of the radioactive material to the

location if the material is also "in the course of transportation" from any other "location" as defined in any other agreement entered into by the Commission pursuant to subsection 170c or k of the Act.

6. "Person indemnified" means the licensee and any other person who may be liable for public liability.

7. "Public liability" means any legal liability arising out of or resulting from a nuclear incident, except (1) claims under State or Federal Workmen's Compensation Acts of employees of persons indemnified who are employed (a) at the location or, if the nuclear incident occurs in the course of transportation of the radioactive material, on the transporting vehicle, and (b) in connection with the licensee's possession, use or transfer of the radioactive material; (2) claims arising out of an act of war; and (3) claims for loss of, or damage to, or loss of use of (a) property which is located at the location and used in connection with the licensee's possession, use, or transfer of the radioactive material, and (b) if the nuclear incident occurs in the course of transportation of the radioactive material, the transporting vehicle, containers used in such transportation, and the radioactive material.

8. "The location" means the location described in Item 4 of the Attachment hereto.

9. "The radioactive material" means source, special nuclear, and byproduct material which (1) is used or to be used in, or is irradiated or to be irradiated by, the nuclear reactor or reactors subject to the license or licenses designated in the Attachment hereto, or (2) which is produced as the result of operation of said reactor(s).

10. "United States" when used in a geographical sense includes all Territories and possessions of the United States, the Canal Zone and Puerto Rico.

ARTICLE II

1. At all times during the term of the license or licenses designated in Item 3 of the Attachment hereto, the licensee will maintain financial protection in the amount specified in Item 2 of the Attachment and in the form of the nuclear energy liability insurance policy

designated in the Attachment. If more than one license is designated in Item 3 of the Attachment, the licensee agrees to maintain such financial protection until the end of the term of that license which will be the last to expire. The licensee shall, notwithstanding the expiration, termination, modification, amendment, suspension or revocation of any license or licenses designated in Item 3 of the Attachment, maintain such financial protection in effect until all the radioactive material has been removed from the location and transportation of the radioactive material from the location has ended as defined in subparagraph 5(b), Article I, or until the Commission authorizes the termination or the modification of such financial protection. The Commission will not unreasonably withhold such authorization.

2. In the event of any payment by the insurer or insurers under a policy or policies specified in Item 5 of the Attachment hereto which reduces the aggregate limit of such policy or policies below the amount of financial protection, the licensee will promptly apply to his insurers for reinstatement of the amount specified in Item 2a of the Attachment (without reference to paragraph b of Item 2) and will make all reasonable efforts to obtain such reinstatement. In the event that the licensee has not obtained reinstatement of such amount within ninety days after the date of such reduction, and in the absence of good cause shown to the contrary, the Commission may issue an order requiring the licensee to furnish financial protection for such amount in another form.

3. Any obligations of the licensee under subsection 53e(8) of the Act to indemnify the United States and the Commission from public liability, together with any public liability satisfied by the insurers under the policy or policies designated in the Attachment hereto, shall not in the aggregate exceed the amount of financial protection with respect to any nuclear incident, including the reasonable costs of investigating and settling claims and defending suits for damage.

4. With respect to any extraordinary nuclear occurrence to which this agreement applies, the Commission, and the licensee on behalf of itself and other persons indemnified, insofar as their interests appear, each agree to waive

(a) any issue or defense as to the conduct of the claimant or fault of persons indemnified, including, but not limited to

- (1) negligence;
- (2) contributory negligence;
- (3) assumption of the risk;
- (4) unforeseeable intervening causes, whether involving the conduct of a third person or an act of God.

As used herein, "conduct of the claimant" includes conduct of persons through whom the claimant derives his cause of action;

(b) any issue or defense as to charitable or governmental immunity;

(c) any issue or defense based on any statute of limitations if suit is instituted within three years from the date on which the claimant first knew, or reasonably could have known, of his injury or damage and the cause thereof, but in no event more than ten years after the date of the nuclear incident.

The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waivers shall be judicially enforceable in accordance with their terms by the claimant against the person indemnified.

5. The waivers set forth in paragraph 4 of this Article:

(a) shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;

(b) shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;

(c) shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;

with the construction of a nuclear reactor with respect to which no operating license has been issued by the Atomic Energy Commission shall not be considered as employed in connection with the activity where the extraordinary nuclear occurrence takes place if:

(1) the claimant is employed exclusively in connection with the construction of a nuclear reactor, including all related equipment and installations at the facility, and

(2) no operating license has been issued by the AEC with respect to the nuclear reactor, and

(3) the claimant is not employed in connection with the possession, storage, use or transfer of nuclear material at the facility.

(d) shall not apply to any claim for punitive or exemplary damages, provided, with respect to any claim for wrongful death under any State law which provides for damages only punitive in nature, this exclusion does not apply to the extent that the claimant has sustained actual damages, measured by the pecuniary injuries resulting from such death but not to exceed the maximum amount otherwise recoverable under such law;

(e) shall be effective only with respect to those obligations set forth in this agreement;

(f) shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (1) the limit of liability provisions under subsection 170e of the Atomic Energy Act of 1954, as amended, and (2) the terms of this agreement and the terms of the nuclear energy liability insurance policy or policies designated in the attachment hereto.

6. The obligations of the licensee under this agreement shall apply only with respect to nuclear incidents occurring during the term of this agreement.

7. Upon the expiration or revocation of any license designated in Item 3 of the Attachment, the Commission will enter into an appropriate amendment of this agreement with the licensee reducing the amount of financial protection required under this Article; provided, that the licensee is then entitled to a reduction in the amount of financial protection under applicable Commission regulations and orders.

8. With respect to any common occurrence:

(a) If the sum of the limit of liability of any Nuclear Energy Liability Insurance Association policy designated in Item 5 of the Attachment and the limits of liability of all other nuclear energy liability insurance policies (facility form) applicable to such common occurrence and issued by Nuclear Energy Liability Insurance Association exceeds \$85,250,000, the amount of financial protection specified in Item 2a and b of the Attachment shall be deemed to be reduced by that proportion of the difference between said sum and \$85,250,000 as the limit of liability of the Nuclear Energy Liability Insurance Association policy designated in Item 5 of the Attachment bears to the sum of the limits of liability of all nuclear energy liability insurance policies (facility form) applicable to such common occurrence and issued by Nuclear Energy Liability Insurance Association;

(b) If the sum of the limit of liability of any Mutual Atomic Energy Liability Underwriters policy designated in Item 5 of the Attachment and the limits of liability of all other nuclear energy liability insurance policies (facility form) applicable to such common occurrence and issued by Mutual Atomic Energy Liability Underwriters exceeds \$24,750,000, the amount of financial protection specified in Item 2a and b of the Attachment shall be deemed to be reduced by that proportion of the difference between said sum and \$24,750,000 as the limit of liability of the Mutual Atomic Energy Liability Underwriters policy designated in Item 5 of the Attachment bears to the sum of the limits of liability of all nuclear energy liability insurance policies (facility form) applicable to such common occurrence and issued by Mutual Atomic Energy Liability Underwriters;

(c) If any of the other applicable agreements is with a person who has furnished financial protection in a form other than a nuclear energy liability insurance policy (facility form) issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters, and if also the sum of the amount of financial protection established under this agreement and the amounts of financial protection established under all other applicable agreements exceeds \$110,000,000, the obligations of the licensee shall not exceed a greater proportion of \$110,000,000 than the amount of financial protection established under this agreement bears to the sum of such amount and the amounts of financial protection established under all other applicable agreements.

(d) As used in this paragraph 8, Article II, and in Article III, "other applicable agreements" means each other agreement entered into by the Commission pursuant to subsection 170c of the Act in which agreement the nuclear incident is defined as a "common occurrence." As used in this paragraph 8, Article II, "the obligations of the licensee" means the obligations of the licensee under subsection 53e(8) of the Act to indemnify the United States and the Commission from public liability, together with any public liability satisfied by the insurers under the policy or policies designated in the Attachment, and the reasonable costs of investigating and settling claims and defending suits for damage.

9. The obligations of the licensee under this Article shall not be affected by any failure or default on the part of the Commission or the Government of the United States to fulfill any or all of its obligations under this agreement. Bankruptcy or insolvency of any person indemnified other than the licensee, or the estate of any person indemnified other than the licensee, shall not relieve the licensee of any of his obligations hereunder.

ARTICLE III

1. The Commission undertakes and agrees to indemnify and hold harmless the licensee and other persons indemnified, as their interest may appear, from public liability.

2. With respect to damage caused by a nuclear incident to property of any person legally liable for the nuclear incident, the Commission agrees to pay to such person those sums which such person would have been obligated to pay if such property had belonged to another; provided, that the obligation of the Commission under this paragraph 2 does not apply with respect to:

(a) Property which is located at the location described in Item 4 of the Attachment or at the location described in Item 3 of the declarations attached to any nuclear energy liability insurance policy designated in Item 5 of the Attachment;

(b) Property damage due to the neglect of the person indemnified to use all reasonable means to save and preserve the property after knowledge of a nuclear incident;

(c) If the nuclear incident occurs in the course of transportation of the radioactive material, the transporting vehicles and containers used in such transportation;

(d) The radioactive material.

3. The Commission agrees to indemnify and hold harmless the licensee and other persons indemnified as their interest may appear, from the reasonable costs of investigating, settling and defending claims for public liability.

4.(a) The obligations of the Commission under this agreement shall apply only with respect to such public liability, such damage to property of persons legally liable for the nuclear incident (other than such property described in the proviso to paragraph 2 of this Article), and such reasonable costs described in paragraph 3 of this Article as in the aggregate exceed the amount of financial protection.

(b) With respect to a common occurrence, the obligations of the Commission under this agreement shall apply only with respect to such public liability, such damage to property of persons legally liable for the nuclear incident (other than such property described in the proviso to paragraph 2 of this Article), and to such reasonable costs described in paragraph 3 of this Article, as in the aggregate exceed whichever of the following is lower: (1) The sum of the amounts of financial protection established under this agreement and all other applicable agreements; or (2) \$110,000,000.

5. The obligations of the Commission under this agreement shall apply only with respect to nuclear incidents occurring during the term of this agreement.

6. The obligations of the Commission under this and all other agreements and contracts to which the Commission is a party shall not, with respect to any nuclear incident, in the aggregate exceed whichever of the following is the lowest: (a) \$500,000,000; (b) \$560,000,000 less the amount of financial protection required under this agreement; or (c) with respect to a common occurrence, \$560,000,000 less the sum of the amounts of financial protection established under this agreement and all other applicable agreements.

7. The obligations of the Commission under this agreement, except to the licensee for damage to property of the licensee, shall not be affected by any failure on the part of the licensee to fulfill its obligations under this agreement. Bankruptcy or insolvency of the licensee or any other person indemnified or of the estate of the licensee or any other person indemnified shall not relieve the Commission of any of its obligations hereunder.

ARTICLE IV

1. When the Commission determines that the United States will probably be required to make indemnity payments under the provisions of this agreement, the Commission shall have the right to collaborate with the licensee and other persons indemnified in the settlement and defense of any claim and shall have the right: (a) to require the prior approval of the Commission for the settlement or payment of any claim or action asserted against the licensee or other person indemnified for public liability or damage to property of persons legally liable for the nuclear incident which claim or action the licensee or the Commission may be required to indemnify under this agreement; and (b) to appear through the Attorney General of the United States on behalf of the licensee or other person indemnified, take charge of such action and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by the Commission, the licensee shall furnish all reasonable assistance in effecting a settlement or asserting a defense.

2. Neither this agreement nor any interest therein nor claim thereunder may be assigned or transferred without the approval of the Commission.

ARTICLE V

The parties agree that they will enter into appropriate amendments of this agreement to the extent that such amendments are required pursuant to the Atomic Energy Act of 1954, as amended, or licenses, regulations or orders of the Commission.

ARTICLE VI

The licensee agrees to pay to the Commission such fees as are established by the Commission pursuant to regulations or orders of the Commission.

ARTICLE VII

The term of this agreement shall commence as of the date and time specified in Item 6 of the Attachment and shall terminate at the time of expiration of that license specified in Item 3 of the Attachment, which is the last to expire; provided that, except as may otherwise be provided in applicable regulations or orders of the Commission, the term of this agreement shall not terminate until all the radioactive material has been removed from the location and transportation of the radioactive material from the location has ended as defined in subparagraph 5(b), Article I. Termination of the term of this agreement shall not affect any obligation of the licensee or any obligation of the Commission under this agreement with respect to any nuclear incident occurring during the term of this agreement.

UNITED STATES NUCLEAR REGULATORY COMMISSION

ATTACHMENT

Indemnity Agreement No. B-76

Item 1 - Licensee Florida Power and Light Company

Address P. O. Box 013100
Miami, Florida 33101

Item 2 - Amount of financial protection

a. \$1,000,000

b. With respect to any nuclear incident, the amount specified in Item 2a of this Attachment shall be deemed to be (i) reduced to the extent that any payment made by the insurer or insurers under a policy or policies specified in Item 5 of this Attachment reduces the aggregate amount of such insurance policies below the amount specified in Item 2a and (ii) restored to the extent that, following such reduction, the aggregate amount of such insurance policies is reinstated.

Item 3 - License number or numbers

SNM-1514

Item 4 - Location

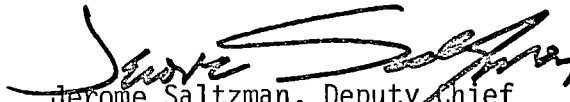
All of the premises, including the land, all buildings and structures known as the St. Lucie Plant. The St. Lucie Plant is situated on a site comprising 1132 acres located on Hutchinson Island, St. Lucie County, Florida, approximately midway between Ft. Pierce and Stuart, Florida, but does not include the right-of-way of State Road A-1-A.

Item 5 - Insurance Policy No(s).

Nuclear Energy Liability Policy (Facility Form) No. NF-227
issued by the Nuclear Energy Liability Insurance Association.

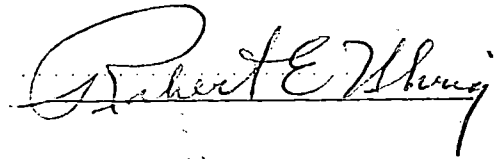
Item 6 - The indemnity agreement designated above, of which this Attachment is a part, is effective as of 12:01 a.m. on the 11-04 day of February, 1975.

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION


Jerome Saltzman, Deputy Chief
Office of Antitrust & Indemnity
Nuclear Reactor Regulation

FOR FLORIDA POWER AND LIGHT
COMPANY

BY



Dated at Bethesda, Maryland,
the 11-04 day of February 1975.

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

Docket No. 70-1838

ML18109A475

AMENDMENT TO INDEMNITY AGREEMENT NO. B-76

AMENDMENT NO. 1

Effective March 21, 1975, Indemnity Agreement No. B-76, between Florida Power and Light Company, and the Atomic Energy Commission, dated February 11, 1975, is amended as follows:

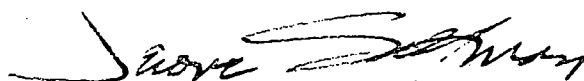
The name "United States Atomic Energy Commission" is deleted wherever it appears and the name "United States Nuclear Regulatory Commission" is substituted therefor.

The amount "\$110,000,000" is deleted wherever it appears and the amount "\$125,000,000" is substituted therefor.

The amount "\$85,250,000" is deleted wherever it appears and the amount "\$96,875,000" is substituted therefor.

The amount "\$24,750,000" is deleted wherever it appears and the amount "\$28,125,000" is substituted therefor.

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION



Jerome Saltzman, Deputy Chief
Office of Antitrust & Indemnity
Nuclear Reactor Regulation

Accepted April 3, 1975

By 
FLORIDA POWER AND LIGHT COMPANY



Docket No. 50-335

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

ML 8109A468

REC 11

MAR 1 1976

Vice President
Nuclear Affairs

AMENDMENT TO INDEMNITY AGREEMENT NO. B-76

AMENDMENT NO. 2

Effective MAR 01 1976 , Indemnity Agreement No. B-76,
between Florida Power and Light Company, and the Atomic
Energy Commission, dated February 11, 1975, as amended,
is hereby further amended as follows:

Item 2a. of the Attachment to the indemnity agreement is
deleted in its entirety and the following substituted
therefor:

Item 2 - Amount of financial protection

a. \$1,000,000 (From 12:01 a.m., February 11, 1975
to 12 midnight, Feb 29 1976 ,
inclusive)

\$125,000,000 (From 12:01 a.m., MAR 01 1976)

Item 3 of the Attachment to the indemnity agreement is deleted
in its entirety and the following substituted therefor:

Item 3 - License number or numbers

SNM-1514 (From 12:01 a.m., February 11, 1975,
to 12:00 midnight, FEB 11 1976 ,
inclusive)

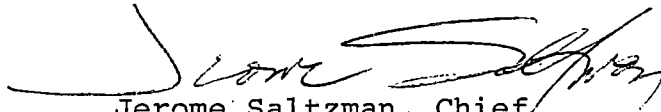
DPR-67 (From 12:01 a.m., MAR 01 1976)

Item 5 of the Attachment to the indemnity agreement is
amended by adding the following:



Nuclear Energy Liability Policy (Facility Form) MF-88
issued by Mutual Atomic Energy Liability Underwriters.

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION


Jerome Saltzman, Chief
Antitrust & Indemnity Group
Nuclear Reactor Regulation

Accepted March 2, 1976

By 
FLORIDA POWER AND LIGHT COMPANY



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

ML18109A463

Docket No. 50-335

AMENDMENT TO INDEMNITY AGREEMENT NO. B-76

AMENDMENT NO. 3

Effective MAY 1 1977, Indemnity Agreement No. B-76, between Florida Power and Light Company, and the Nuclear Regulatory Commission, dated February 11, 1975, as amended, is hereby further amended as follows:

The amount "\$125,000,000" is deleted wherever it appears and the amount "\$140,000,000" is substituted therefor.

The amount "\$96,875,000" is deleted wherever it appears and the amount "\$108,500,000" is substituted therefor.

The amount "\$28,125,000" is deleted wherever it appears and the amount "\$31,500,000" is substituted therefor.

Item 2a of the Attachment to the indemnity agreement is deleted in its entirety and the following substituted therefor:

Item 2 - Amount of financial protection

- a. \$1,000,000 (From 12:01 a.m., February 11, 1975, to 12, midnight, February 29, 1976, inclusive)
- \$125,000,000 (From 12:01 a.m., March 1, 1976, to 12 midnight, APR 30 1977, inclusive)

\$140,000,000 (From 12:01 a.m., MAY 1 1977)

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

Jerome Saltzman, Chief
Antitrust & Indemnity Group
Nuclear Reactor Regulation

Accepted April 25, 1977

By


FLORIDA POWER AND LIGHT COMPANY



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

ML18109A472

Docket No. 50-335

AMENDMENT TO INDEMNITY AGREEMENT NO. B-76

AMENDMENT NO. 4

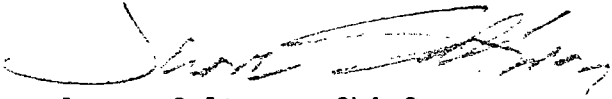
Effective August 1, 1977, Indemnity Agreement No. B-76, between Florida Power and Light Company, and the Atomic Energy Commission, dated February 11, 1975, as amended, is hereby further amended by adding a new Article VIII to read as follows:

"ARTICLE VIII

- "1. If the licensee fails to pay assessed deferred premiums, the Commission reserves the right to pay those premiums on behalf of the licensee and to recover the amount of such premiums from the licensee.
- "2. The Commission shall require the immediate submission of financial statements by those licensees who indicate, after an assessment of the retrospective premium by the insurance pools, that they will not pay the assessment. Such financial statements shall include, as a minimum, exhibits indicating internally generated funds from operations and accumulated retained earnings. Subsequent submission of financial statements by such licensees may be requested by the Commission, as required.
- "3. If premiums are paid by the Commission as provided in paragraph 1, payment by the Commission shall create a lien in the amount paid in favor of the United States upon all property and rights to property, whether real or personal, belonging to such licensee. The lien shall arise at the time payment is made by the Commission and shall continue until the liability for the amount (or a judgment against the licensee arising out of such liability) is satisfied or becomes unenforceable. The Commission will issue a certificate of release of any such lien if it finds that the liability for the amount has been fully satisfied or has become legally unenforceable.


- "4. If the Commission determines that the licensee is financially able to reimburse the Commission for a deferred premium payment made in its behalf, and the licensee, after notice of such determination by the Commission fails to make such reimbursement within 120 days, the Commission will take appropriate steps to suspend the license for 30 days. The Commission may take any further action as necessary if reimbursement is not made within the 30-day suspension period including, but not limited to, termination of the operating license."

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION



Jerome Saltzman, Chief
Antitrust and Indemnity Group
Office of Nuclear Reactor Regulation

Accepted Sept 8, 1978

By 
FLORIDA POWER AND LIGHT COMPANY



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

ML17206A817

Docket No. 50-335

AMENDMENT TO INDEMNITY AGREEMENT NO. B-76

AMENDMENT NO. 5

Effective May 1, 1979, Indemnity Agreement No. B-76, between Florida Power & Light Company and the Atomic Energy Commission, dated February 11, 1975, as amended, is hereby further amended as follows:

The amount "\$140,000,000" is deleted wherever it appears and the amount "\$160,000,000" is substituted therefor.

The amount "\$108,500,000" is deleted wherever it appears and the amount "\$124,000,000" is substituted therefor.

The amount "\$31,500,000" is deleted wherever it appears and the amount "\$36,000,000" is substituted therefor.

Item 2a of the Attachment to the indemnity agreement is deleted in its entirety and the following substituted therefor:

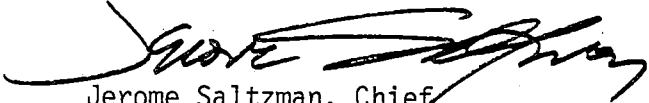
Item 2 - Amount of financial protection

- | | |
|------------------|--|
| a. \$1,000,000 | (From 12:01 a.m., February 11, 1975, to 12 midnight, February 29, 1976, inclusive) |
| \$125,000,000 | (From 12:01 a.m., March 1, 1976, to 12 midnight, April 30, 1977, inclusive) |
| \$140,000,000* | (From 12:01 a.m., May 1, 1977, to 12 midnight, April 30, 1979, inclusive) |

\$160,000,000*

(From 12:01 a.m., May 1, 1979)

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION


Jerome Saltzman, Chief
Antitrust & Indemnity Group
Office of Nuclear Reactor Regulation

Accepted May 7 2, 1979

By 
FLORIDA POWER & LIGHT COMPANY

* and, as of August 1, 1977, the amount available as secondary financial protection.



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

ML17207A515

Docket No. 50-335

AMENDMENT TO INDEMNITY AGREEMENT NO. B-76

AMENDMENT NO. 6

Effective May 1, 1977, Indemnity Agreement No. B-76, between Florida Power & Light Company, and the Atomic Energy Commission, dated February 11, 1975, as amended, is hereby further amended by modifying the prefatory language of paragraph 5, Article I, to read as follows:

"In the course of transportation" means in the course of transportation within the United States, or in the course of transportation outside the United States and any other nation, including handling or temporary storage incidental thereto, of the radioactive material to the location or from the location provided that:

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

A handwritten signature in dark ink, appearing to read "Jerome Saltzman".

Jerome Saltzman, Chief
Antitrust & Indemnity Group
Office of Nuclear Reactor Regulation

Accepted Oct 25, 1979

A handwritten signature in dark ink, appearing to read "Robert E. Whiting".

By FLORIDA POWER & LIGHT COMPANY

SNM-1902



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

ML 17213A647

Docket No. 50-335

AMENDMENT TO INDEMNITY AGREEMENT NO. B-76
AMENDMENT NO. 7

Effective **OCT 14 1982**, Indemnity Agreement No. B-76, between Florida Power & Light Company, and the Atomic Energy Commission, dated February 11, 1975, as amended, is hereby further amended as follows:

Item 3 of the Attachment to the indemnity agreement is deleted in its entirety and the following substituted therefor:

Item 3 - License number or numbers

SNM-1514

(From 12:01 a.m., February 11, 1975
to 12:00 midnight, February 29, 1976,
inclusive) **OCT 14 1982**

SNM-1902

(From 12:01 a.m.,)

DPR-67

(From 12:01 a.m., March 1, 1976)

FOR THE UNITED STATES NUCLEAR
REGULATORY COMMISSION

Jerome Saltzman, Assistant Director
State and Licensee Relations
Office of State Programs

ACCEPTED _____ 1982

BY _____
FLORIDA POWER AND LIGHT COMPANY



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

ML17213 B346

Docket No. 50-335

AMENDMENT TO INDEMNITY AGREEMENT NO. B-76
AMENDMENT NO 8

Effective October 14, 1982, Indemnity Agreement No. B-76, between Florida Power & Light Company and the Atomic Energy Commission, dated February 11, 1975, as amended, is hereby further amended as follows:

Wherever the name "Florida Power & Light Company" appears in the indemnity agreement, the following named licensee is added:

"Orlando Utilities Commission of the City
of Orlando, Florida."

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

Jerome Saltzman

Jerome Saltzman, Assistant Director
State and Licensee Relations
Office of State Programs

Accepted May 2, 1983

By

[Signature]
FLORIDA POWER & LIGHT COMPANY

Accepted April 25, 1983

By

[Signature]
ORLANDO UTILITIES COMMISSION OF
THE CITY OF ORLANDO, FLORIDA



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

ML17213B346

Docket No. 50-335

AMENDMENT TO INDEMNITY AGREEMENT NO. B-76
AMENDMENT NO. 9

Effective February 3, 1983, Indemnity Agreement No. B-76, between Florida Power & Light Company, Orlando Utilities Commission of the City of Orlando, Florida, and the Atomic Energy Commission, dated February 11, 1975, as amended, is hereby further amended as follows:

Wherever the names "Florida Power & Light Company, and "Orlando Utilities Commission of the City of Orlando, Florida" appear in the indemnity agreement, the following named licensee is added:

"Florida Municipal Power Agency"

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

Jerome Saltzman

Jerome Saltzman, Assistant Director
State and Licensee Relations
Office of State Programs

Accepted May 2, 1983

By

[Signature]
FLORIDA POWER & LIGHT COMPANY

Accepted April 25, 1983

By

[Signature]
ORLANDO UTILITIES COMMISSION OF
THE CITY OF ORLANDO, FLORIDA

Accepted April 11, 1983

By

[Signature]
FLORIDA MUNICIPAL POWER AGENCY



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

ML72138346

Docket No. 50-335
50-389

AMENDMENT TO INDEMNITY AGREEMENT NO. B-76
AMENDMENT NO. 10

Effective APR 6 1983, Indemnity Agreement No. B-76, between Florida Power & Light Company, Orlando Utilities Commission of the City of Orlando, Florida, and Florida Municipal Power Agency, and the Atomic Energy Commission, dated February 11, 1975, as amended, is hereby further amended as follows:

Item 3 of the Attachment to the indemnity agreement is deleted in its entirety and the following substituted therefor:

Item 3 - License number or numbers

SNM-1514	(From 12:01 a.m., February 11, 1975 to 12 midnight, February 29, 1976, inclusive)
SNM-1902	(From 12:01 a.m., October 14, 1982 to 12 midnight, APR 5 1983 inclusive)
DPR-67	(From 12:01 a.m., March 1, 1976)
NPF-16	(From 12:01 a.m. APR 6 1983)

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

Jerome Saltzman
Jerome Saltzman, Assistant Director
State and Licensee Relations
Office of State Programs

Accepted May 2, 1983

By *[Signature]*
FLORIDA POWER & LIGHT COMPANY

Accepted April 25, 1983

By *[Signature]*
ORLANDO UTILITIES COMMISSION OF
THE CITY OF ORLANDO, FLORIDA

Accepted April 11, 1983

By *[Signature]*, 1983
FLORIDA MUNICIPAL POWER AGENCY

Marsh McLennan

Marsh & McLennan, Incorporated
2121 San Jacinto Street
1300 San Jacinto Tower
Dallas, Texas 75201
Telephone 214-979-9900

May 2, 1985

50-335
389

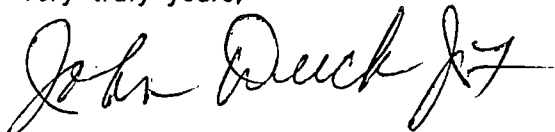
Mr. Jerome Saltzman
Assistant Director
State & Licensee Relations
Office of State Programs
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555

Florida Power & Light Company
Plant St. Lucie
Nuclear Liability Insurance
ANI/MAELU Policies NF-227/MF-88
Endorsements No. 61/49

Dear Jerry:

Enclosed for your records are two certified copies each of
Endorsement No. 61 to ANI Policy NF-227 and Endorsement No. 49 to
MAELU Policy MF-88 to the Florida Power & Light Company Plant St.
Lucie. These revise the 1984 premiums.

Very truly yours,



John R. Duck, Jr.
Assistant Vice President
M&M NUclear Consultants

cc: R. E. Hinds
J. P. Beyer
R. Payne

jf/enclosure

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Marsh
McLennan

Marsh & McLennan, Incorporated
2121 San Jacinto Street
1300 San Jacinto Tower
Dallas, Texas 75201
Telephone 214-979-9900

March 27, 1985

Mr. Jerome Saltzman
Assistant Director
State & Licensee Relations
Office of State Programs
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555

50-335/389

Florida Power & Light Company
Plant St. Lucie
Nuclear Liability Insurance
ANI Policy NF-227
Endorsement No. 60

Dear Jerry:

Enclosed for your records are two certified copies of Endorsement
No. 60 to ANI Policy NF-227 for the Florida Power & Light Company
Plant St. Lucie.

Very truly yours,



John R. Duck, Jr.
Assistant Vice President
M&M Nuclear Consultants

cc: R. E. Hinds
J. P. Beyer
R. Payne

jf/enclosure

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PDR ADOCK 05000335
J PDR

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**Marsh &
McLennan**

Marsh & McLennan, Incorporated
2121 San Jacinto Street
1300 San Jacinto Tower
Dallas, Texas 75201
Telephone 214 742-1941

December 18, 1984

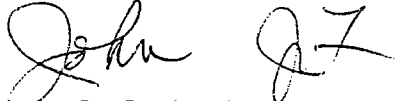
Mr. Jerome Saltzman
Assistant Director
State & Licensee Relations
Office of State Programs
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555

Florida Power & Light Company
Plant St. Lucie
Nuclear Liability Insurance
ANI Policy NF-227/MAELU Policy MF-88
Endorsements No. 59/48

Dear Jerry:

Enclosed for your records are two certified copies each of
Endorsement No. 59 to ANI Policy No. NF-227 and Endorsement No. 48
to MAELU Policy MF-88 for the Florida Power & Light Company Plant
St. Lucie. These are the 1985 Advance Premium endorsements.

Very truly yours,



John R. Duck, Jr.
Assistant Vice President
M&M Nuclear Consultants

cc: R. E. Hinds
J. P. Beyers
B. F. Forrest
R. Payne

jf/enclosure

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PDR ADCK 05000335
J PDR

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Marsh & McLennan

Marsh & McLennan, Incorporated
1300 San Jacinto Tower
2121 San Jacinto Street
Dallas, Texas 75201
Telephone 214 742-1941

D. f. cho

October 3, 1984

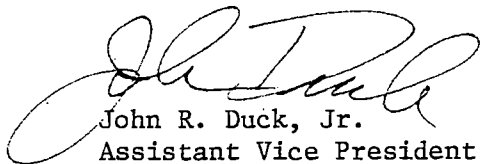
Mr. Jerome Saltzman
Assistant Director
State & Licensee Relations
Office of State Programs
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555

Florida Power & Light Company
Plant St. Lucie
ANI/MAELU Policies NF-227/MF-88
Endorsements No. 57 & 58/46 & 47
1984 Revised Premium

Dear Jerry:

Enclosed for your records are two certified copies each of
Endorsements 57 and 58 to ANI Policy NF-227 and Endorsements
46 and 47 to MAELU Policy MF-88 to the Florida Power & Light
Company Plant St. Lucie. These revise the 1984 premium.

Very truly yours,


John R. Duck, Jr.
Assistant Vice President
M&M Nuclear Consultants

cc: R. E. Hinds
J. P. Beyer
R. Payne

jf/enclosure

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J PDR

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Marsh McLennan

Marsh & McLennan, Incorporated
1300 San Jacinto Tower
2121 San Jacinto Street
Dallas, Texas 75201
Telephone 214 742-1941

September 3, 1984

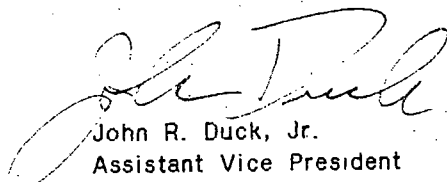
Mr. Jerome Saltzman
Assistant Director
State & Licensee Relations
Office of State Programs
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555

Florida Power & Light Company
Plant St. Lucie
Nuclear Liability Insurance
ANI/MAELU Policies NF-227/MF-88
Endorsements No. 56/45

Dear Jerry:

Enclosed for your records are two certified copies each of Endorsement No. 56 to ANI Policy NF-227 and Endorsement No. 45 to MAELU Policy MF-88 to the Florida Power & Light Company Plant St. Lucie. These endorsements revise the 1984 premiums.

Very truly yours,



John R. Duck, Jr.
Assistant Vice President
M&M Nuclear Consultants

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PDR ADOCK 05000335
J PDR

cc: R. E. Hinds
J. P. Beyers
B. Forrest
R. Payne

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Marsh & McLennan

Marsh & McLennan, Incorporated
1300 San Jacinto Tower
2121 San Jacinto Street
Dallas, Texas 75201
Telephone 214 742-1941

June 21, 1984

Mr. Jerome Saltzman
Assistant Director
State & Licensee Relations
Office of State Programs
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555

Florida Power & Light Company
Plant St. Lucie
Nuclear Liability Insurance
ANI/MAELU Policies No. NF-227/MF-88
Endorsements No. 55/44
Unit 1 Shutdown Credit

Dear Jerry:

Enclosed for your records are two certified copies each of Endorsement No. 55 to ANI Policy NF-227 and Endorsement No. 44 to MAELU Policy MF-88 for the Florida Power & Light Company Plant St. Lucie. These amend the 1983 premiums.

Very truly yours,



John R. Duck, Jr.
Assistant Vice President
M&M Nuclear Consultants

cc: R. E. Hinds
B. G. Forrest
R. Payne

jf/enclosure

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PDR ADCK 05000335
J PDR

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Marsh & McLennan

Marsh & McLennan, Incorporated
1300 San Jacinto Tower
2121 San Jacinto Street
Dallas, Texas 75201
Telephone 214 742-1941

June 1, 1984

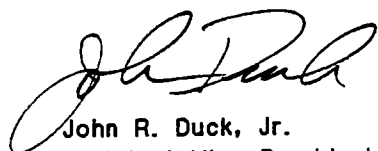
Mr. Jerome Saltzman
Assistant Director
State & Licensee Relations
Office of State Programs
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555

Florida Power & Light Company
Plant St. Lucie
Nuclear Liability Insurance
ANI/MAELU Policies NF-227/MF-88
Endorsements No. 54/43

Dear Jerry:

Enclosed for your records are two certified copies each of
Endorsement No. 54 to ANI Policy NF-227 and
Endorsement No. 43 to MAELU Policy MF-88 to the
Florida Power & Light Company Plant St. Lucie. These
endorsements revise the 1983 premiums.

Very truly yours,



John R. Duck, Jr.
Assistant Vice President
M&M Nuclear Consultants

cc: R. E. Hinds
J. P. Beyers
B. Forrest
R. Payne

jf/enclosures

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PDR ADOCK 05000335
J PDR

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Marsh & McLennan

Marsh & McLennan, Incorporated
1300 San Jacinto Tower
2121 San Jacinto Street
Dallas, Texas 75201
Telephone 214 742-1941

May 2, 1984

Mr. Jerome Saltzman
Assistant Director
State & Licensee Relations
Office of State Programs
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555

Florida Power & Light Company
Plant St. Lucie
Nuclear Liability Insurance
ANI/MAELU Policies NF-227/MF-88
Endorsements No. 53 and 42

Dear Jerry:

Enclosed for your records are eight certified
copies each of Endorsement No. 53 to ANI Policy
NF-227 and Endorsement No. 42 to MAELU Policy
MF-88 to the Florida Power & Light Company Plant
St. Lucie.

Very truly yours,



John R. Duck, Jr.
Assistant Vice President
M&M Nuclear Consultants

cc: R. E. Hinds
J. P. Beyer
R. Payne

50-335
50-389

jf/enclosures

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J PDR

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Marsh & McLennan

Marsh & McLennan, Incorporated
1300 San Jacinto Tower
2121 San Jacinto Street
Dallas, Texas 75201
Telephone 214 742-1941

February 28, 1984

Mr. Jerome Saltzman
Assistant Director
State & Licensee Relations
Office of State Programs
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555

Florida Power & Light Company
Plant St. Lucie
ANI Policy NF-227
Endorsement # 52
CERTIFIED COPIES

Dear Jerry:

Enclosed for your records are eight certified copies of
Endorsement #52 to the Florida Power & Light Company Plant St.
Lucie ANI Policy NF-227. This endorsement lists the 1984
Subscribing Companies and their proportionate shares of
participation.

Very truly yours,



John R. Duck, Jr.
Assistant Vice President
M&M Nuclear Consultants

cc: R. E. Hinds
A. R. Swain

jf/enclosure

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PDR ADQCK 05000335
J PDR

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Marsh & McLennan

Marsh & McLennan, Incorporated
1300 San Jacinto Tower
2121 San Jacinto Street
Dallas, Texas 75201
Telephone 214 742-1941
January 26, 1984

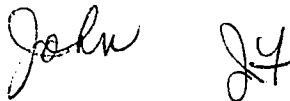
Mr. Jerome Saltzman
Assistant Director
State & Licensee Relations
Office of State Programs
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555

Florida Power & Light Company
Plant St. Lucie
ANI/MAELU Policies NF-227 and MF-88
Endorsements #51 and #41.
CERTIFIED COPIES

Dear Jerry:

Enclosed for your records are eight certified copies each of
Endorsement #51 to ANI Policy NF-227 and Endorsement #41 to
MAELU Policy MF-88 for the Florida Power & Light Company
Plant St. Lucie. These amend the 1983 premiums.

Very truly yours,



John R. Duck, Jr.
Assistant Vice President
M&M Nuclear Consultants

cc: R. E. Hinds
A. R. Swain

jf/enclosures

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PDR ADOCK 05000335
J PDR

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Marsh McLennan

Marsh & McLennan, Incorporated
1300 San Jacinto Tower
2121 San Jacinto Street
Dallas, Texas 75201
Telephone 214 742-1941

Duck
50-335

November 17, 1983

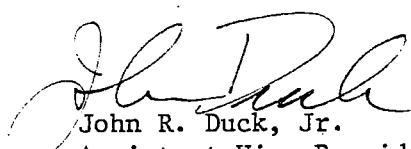
Mr. Jerome Saltzman
Assistant Director
State & Licensee Relations
Office of State Programs
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555

Florid Power and Light Company
Plant St. Lucie
ANI Policy NF-227/MAELU Policy MF-88
Endorsements #48 and #38
CERTIFIED COPIES

Dear Jerry:

Enclosed for your records are eight certified copies each of
ANI Endorsement #48 and MAELU Endorsement #38 to ANI/MAELU
Policies NF-227 and MF-88, respectively, for the Florida Power
and Light Company Plant St. Lucie. These amend the 1983 premiums.

Very truly yours,


John R. Duck, Jr.
Assistant Vice President
M&M Nuclear Consultants

cc: R. E. Hinds
J. P. Beyer
A. R. Swain

jf/enclosures

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PDR ADOCK 05000335
J PDR

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

JUN 10 1983

Docket No.: 50-389

Dr. Robert E. Uhrig, Vice President
Advanced Systems and Technology
Florida Power & Light Company
Post Office Box 14000
Juno Beach, Florida 33408

Dear Dr. Uhrig:

Subject: Issuance of Amendment No. 2 to Facility Operating License NPF-16
St. Lucie Plant, Unit 2 and Issuance of Supplement No. 4 to the
Safety Evaluation Report

The U. S. Nuclear Regulatory Commission has issued the enclosed Amendment No. 2 to Facility Operating License No. NPF-16 for the St. Lucie Plant, Unit 2 located in St. Lucie County, Florida. This amendment authorizes operation at power levels up to 100 percent of full rated power, 2560 megawatts thermal. A copy of the related Supplement No. 4 to the Safety Evaluation Report is also enclosed. Additional copies will be forwarded to you following printing.

Sincerely,

A handwritten signature in cursive script, reading "George W. Knighton", is written over a horizontal line.

George W. Knighton, Chief
Licensing Branch No. 3
Division of Licensing

Enclosures:

1. Amendment No. 2
2. Supplement No. 4 to SER

cc w/encls.: See next page

Dr. Robert E. Uhrig, Vice President
Advanced Systems and Technology
Florida Power & Light Company
P. O. Box 14000
Juno Beach, Florida 33408

Harold F. Reis, Esq.
Lowenstein, Newman, Reis, Axelrad & Toll
1025 Connecticut Avenue, N.W.
Washington, D. C. 20036

Norman A. Coll, Esq.
Steel Hector & Davis
1400 Southeast First National
Bank Building
Miami, Florida 33131

Mr. Martin H. Hodder
1131 N. E. 86th Street
Miami, Florida 33138

Resident Inspector
St. Lucie Nuclear Power Station
c/o U. S. Nuclear Regulatory Commission
7900 South ALA
Jensen Beach, Florida 33457

Regional Administrator - Region II
U. S. Nuclear Regulatory Commission
101 Marietta Street
Suite 3100
Atlanta, Georgia 30303

Bureau of Intergovernmental Relations
660 Apalachee Parkway
Tallahassee, Florida 32304

Administrator
Department of Environmental Regulation
Power Plant Siting Section
State of Florida
2600 Blair Stone Road
Tallahassee, Florida 32301

Chairman
Florida Public Service Commission
700 South Adams Street
Tallahassee, Florida 32304

County Administrator
St. Lucie County
2300 Virginia Avenue - Room 104
Ft. Pierce, Florida 33450

Mr. Bruce Blanchard
Environmental Projects Review
U.S. Department of the Interior
Room 4256
18th and C Streets, N.W.
Washington, D.C. 20240

Regional Radiation Representative
EPA Region IV
345 Courtland Street
Atlanta, Georgia 30308

Defense Mapping Agency Aerospace
Center (ADL)
St. Louis Air Force Station, Missouri 6311



May 5, 1983
L-83-283

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

Dear Mr. Eisenhut:

Re: St. Lucie Unit No. 2
Docket No. 50-389
Amendments No. 8,9 and 10 to Indemnity Agreement B-76

In accordance with your letter of April 6, 1983, attached please find one signed copy of each of the subject amendments.

Very truly yours,

Robert E. Uhrig
Vice President
Advanced Systems & Technology

Attachments

REU/cab

MOO1

**Marsh
McLennan**

Marsh & McLennan, Incorporated
1300 San Jacinto Tower
2121 San Jacinto Street
Dallas, Texas 75201
Telephone 214 742-1941

March 15, 1983

Mr. Jerome Saltzman
Assistant Director
State & Licensee Relations
Office of State Programs
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555

Florida Power & Light Company
Plant St. Lucie
ANI Policy NF-227
Endorsement #46
CERTIFIED COPIES

Dear Jerry:

Enclosed for your records are eight certified copies of Endorsement #46 to the Florida Power & Light Company Plant St. Lucie ANI Nuclear Liability Insurance Facility Policy NF-227.

Very truly yours,



John R. Duck, Jr.
Assistant Vice President
M&M Nuclear Consultants

cc: R. E. Hinds
J. P. Beyer
A. R. Swain
G. M. Florence

jf

Enclosure

MOO1

Marsh McLennan

Marsh & McLennan, Incorporated
400 North Akard Street
Dallas, Texas 75201
Telephone 214 742-1941

December 23, 1982

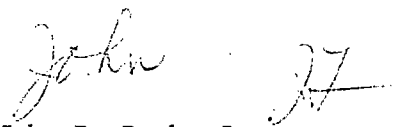
Mr. Jerome Saltzman
Assistant Director
State & Licensee Relations
Office of State Relations
Office of State Programs
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555

Florida Power & Light Company
Plant St. Lucie
ANI Policy NF-227/MAELU Policy MF-88
Endorsements #44 and #35
CERTIFIED COPIES

Dear Jerry:

Enclosed for your records are eight certified copies each of
Endorsement 44 to ANI Policy NF-227 and Endorsement #35 to
MAELU Policy MF-88 to the Florida Power and Light Company Plant
St. Lucie. These are the 1983 Advance Premium endorsements.

Very truly yours,


John R. Duck, Jr.
Assistant Vice President
M&M Nuclear Consultants

cc: R. E. Hinds
A. R. Swain
G. M. Florence

jf

Enclosures

Mool