



MISSISSIPPI POWER & LIGHT COMPANY

*Helping Build Mississippi*

P. O. BOX 1640, JACKSON, MISSISSIPPI 39205

NORRIS L. STAMPLEY  
VICE PRESIDENT

June 18, 1980

Harold R. Denton, Director  
Office of Nuclear Reactor  
Regulation  
U. S. Nuclear Regulatory  
Commission  
Washington, D.C. 20555

Dear Mr. Denton:

On behalf of Mississippi Power & Light Company ("MP&L") and Middle South Energy, Inc. ("MSE"), I hereby respond to the Notice of Violation issued by the Office of Nuclear Reactor Regulation on May 29, 1980. For the reasons discussed below, MP&L does not believe it is in violation of construction permit antitrust conditions 4(a), 5(a) and 6. However, as suggested at the end of this discussion, MP&L believes it may be in the best interests of all the parties to achieve a settlement of the matter to avoid any possible delay in the licensing of the Grand Gulf Nuclear Station.

I.

MP&L believes that it has complied with antitrust condition 4(a), relating to access to the Grand Gulf facility. This condition requires as follows:

Licensees and any successor in title shall offer an opportunity to participate in the Grand Gulf Nuclear Units and any other nuclear generating unit(s) which they or either of them, may construct, own and operate in the State of Mississippi severally or jointly, during the term of the instant license, or any extension or renewal thereof, to any entity(ies) in the Western Mississippi Area by either a reasonable ownership interest in such unit(s), or by a contractual right to purchase a

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H. DENTON  
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Member Middle South Utilities System

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reasonable portion of the output of such unit(s) at the cost thereof if the entity(ies) so elects. In connection with such access, Licensees will also offer transmission service as may be required for delivery of such power to such entity(ies) on a basis that will fully compensate Licensees for their cost. [Emphasis added.]

The Staff found "that MP&L has violated and continues to violate this license condition by refusing to offer the City of Clarksdale, Louisiana [sic], MEAM, and MEAM's other members the opportunity to participate in Grand Gulf." 1/

We believe that the access issue should be put in some historical perspective. In accordance with the practice of the NRC, all interested parties were given notice by publication in the Federal Register, 39 Fed. Reg. 32641 (September 10, 1974), that construction permits for Grand Gulf had been issued. The permits were available for public inspection and stated MP&L's commitment to offer participation. The Notice of Receipt of Attorney General's Advice and Time for Filing Petitions to Intervene on Antitrust Matters, 38 Fed. Reg. 14877 (June 6, 1973), also recited MP&L's commitment "to offer an opportunity to participate in the Grand Gulf nuclear units." Numerous accounts of MP&L's intention to build the Grand Gulf facility were published in local newspapers throughout Mississippi. The Department of Justice, pursuant to its responsibilities for antitrust review under Section 105 of the Atomic Energy Act of 1954, as amended, wrote each utility in Western Mississippi on July 17, 1972, inquiring, inter alia, whether any utility was interested in ownership participation in the Grand Gulf Nuclear Station. Clarksdale responded by letter dated August 25, 1972, expressing no interest in participating in the ownership of that facility. Later, in August 1973, Greenwood expressed some interest in ownership, but dropped the matter after being furnished cost data by MP&L.

By letter dated December 8, 1976 from R. W. Beck & Associates, Clarksdale first sought preliminary information

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1/ Notice of Violation at 3.

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regarding participation in Grand Gulf. The letter dated July 19, 1977 from the Mayor of Clarksdale was the initial statement of interest by any Municipal Energy Agency of Mississippi ("MEAM") member in negotiating access. Although MP&L met with Clarksdale and corresponded on several subsequent occasions, Clarksdale never requested participation and apparently dropped its consideration of the matter.

We submit that the Staff's finding of a violation of antitrust condition 4(a) is based on an erroneous construction of the condition's language. While the permit condition itself requires an offer of an "opportunity to participate" in the Grand Gulf facility, the Staff's finding drops the concept of an "opportunity" and charges that MP&L "has not actually offered [Clarksdale and MEAM] participation." 2/ Contrary to the language of the permit condition, the Staff later states that it "requires MP&L to offer participation to entities such as these cities. . . . MP&L has not offered participation to Clarksdale or MEAM." 3/

The Staff's conclusion thereby adopts the same misconstruction of the permit condition contained in MEAM's letter to the NRC, dated May 29, 1979, that "so far as Clarksdale's records showed, no offer of participation in Grand Gulf Nuclear Unit had been made to Clarksdale." We believe, however, that MP&L was under no obligation by virtue of permit condition 4(a) to prepare individual offers to participate for MEAM's members or any other prospective part owner. Each utility had full notice of the option to participate on the occasions described above, and the initiative lay with any interested parties to inquire further. Until MP&L had been given some outline of the manner and degree of participation desired, it could do nothing more to comply with its obligation to "offer an opportunity to participate in the Grand Gulf Nuclear Units." (Emphasis added.) MP&L has provided this opportunity, as the Staff itself has recognized. 4/

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2/ Id. at 4.

3/ Id. at 5 (emphasis in original).

4/ The Staff notes that "MP&L has provided data to [MEAM's members] at various times," and does not suggest that MP&L has been nonresponsive or uncooperative or acted in bad faith with respect to any inquiry from a MEAM member regarding participation in the facility. Notice of Violation at 4.

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We also believe that the Staff incorrectly found that MEAM's belated interest in participation is timely. Although Clarksdale and Greenwood had enough time to negotiate for participation in the Grand Gulf facility, they failed to do so. MEAM cites the July 19, 1977 letter from the Mayor of Clarksdale as an expression of active interest. That inquiry came five years after the Department of Justice letter asking Clarksdale if it wished to participate and almost three years after issuance of the construction permits and publication in the Federal Register of notice that the permits had been issued. The Licensing Board in Toledo Edison Company (Davis-Besse Nuclear Power Station, Units 1, 2 and 3), LBP-77-1, 5 NRC 133, 259 (1977), aff'd, ALAB-560, 10 NRC 265, 389-90 (1979), by comparison, required that utilities seeking access to the Davis-Besse facility must make a commitment regarding participation within two years after the Board's decision became final, and within two years after a license application had been filed for future units. 5/ Compared with the circumstances regarding the Grand Gulf facility, we believe that MP&L cannot be fairly criticized for its reluctance to commence what might only be the start of negotiations seeking part ownership in the facility almost three years after the issuance of its permits.

The Staff has acknowledged that "it may be appropriate to infer some reasonable time limitation on MP&L's obligation to accept additional participation," 6/ but found that such a time limit would not apply to MEAM and its members under the facts of this case. As support, it has cited the fact that SMEPA is acquiring a ten percent ownership interest in Grand Gulf, noting that both Clarksdale and SMEPA "expressed active interest" 7/ in the facility in 1976. We submit, however, that their situations were in fact different. As noted, it was not until the letter of December 8, 1976 from R. W. Beck & Associates that Clarksdale sought information preliminary to negotiations. MP&L promptly responded

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5/ In fact, the Appeal Board modified the deadline to extend only three months past the filing of the application where the applicants had given detailed written notice of the plan to construct a nuclear facility to interested parties two years prior to filing.

6/ Id. at 5. The Staff again misstated the requirements of antitrust condition 4(a) by saying, without qualification, that MP&L had an obligation to accept additional participation.

7/ Id.

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on January 17, 1977, with the requested data.8/ The response explicitly stated:

In the absence of a specific request by the City of Clarksdale concerning the amount of power desired, the point of delivery and service requirements, it is difficult to quote terms and conditions. If you would like us to quote terms and conditions for one or more alternate proposals we would be pleased to do so.

Clarksdale replied on July 19, 1977, but did not specify any proposal for participation, or state the capacity required or the terms of delivery and service. In its letter of October 18, 1977 to MP&L, Clarksdale again asked that MP&L, not Clarksdale, assume responsibility for tendering an offer.9/ Apparently, Clarksdale felt it had nothing to lose by protracted delay because it believed that "there was no restriction placed upon the time within which MP&L was required to make such an offer," which would therefore leave negotiations open "until the plant was complete or nearly complete." A series of meetings between MP&L and Clarksdale subsequently occurred,10/ but Clarksdale never stated that it wished to participate in the ownership of the Grand Gulf facility.

By contrast, the negotiations with SMEPA and WMEPA have been far more serious and productive. Early in 1972, MP&L publicly announced its plans to build the Grand Gulf Nuclear

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- 8/ We have shown that the Staff does not contend that this response or any other reply to any MEAM members was inadequate.
  - 9/ For the first time, Clarksdale identified a 10 MW capacity requirement, but failed to specify any other technical details.
  - 10/ These meetings and correspondence correct the inference in the Notice of Violation that MP&L cut off all negotiations by its letter of August 18, 1977. The Staff quotes from the letter that Clarksdale's delay would make participation "difficult - if not impossible." Rather than foreclosing participation, MP&L stated that "we are willing to discuss this matter with you further if you desire," which indeed it did.

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Station. Approximately two weeks after this public announcement, SMEPA, on February 7, 1972, informed MP&L by letter that it requested participation in the nuclear units. Likewise, in response to a Department of Justice letter asking whether they were interested in ownership participation in Grand Gulf, WMEPA wrote MP&L on August 15, 1972 and requested participation in the plant. These requests marked the beginning of negotiations between MSE and SMEPA and MSE and WMEPA for the sale to them respectively of a nine percent and ten percent ownership interest in Grand Gulf. These negotiations intensified in early 1976 and have culminated by the WMEPA cooperatives deciding to join SMEPA as members and by SMEPA agreeing to acquire a ten percent interest in the facility. The various agreements by which SMEPA will acquire its interest in Grand Gulf have been executed by the parties, effective as of May 1, 1980.

Accordingly, the record shows that Clarksdale and SMEPA were given the same consideration and treated on a fully equal basis. There is no reason to infer a violation of permit condition 4(a) simply because SMEPA's inquiries were more focused, more detailed and resulted in an ownership interest in the Grand Gulf facility.

II.

MP&L believes that it has complied with antitrust condition 5(a), which requires facilitating transmission of power. This condition states as follows:

Licensees shall facilitate the exchange of bulk power by transmission over its transmission facilities between or among two or more entities in the Western Mississippi Area with which it is interconnected; and between any such entity(ies) and any entity(ies) engaging in bulk power supply outside the Western Mississippi Area between whose facilities Licensees' transmission lines and other transmission lines would form a continuous electrical path, provided that (1) permission to utilize such other transmission lines has been obtained, and (2) the arrangements reasonably can be accommodated from a functional and technical standpoint. Such

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transmission shall be on terms that fully compensate Licensees for their cost. Any entity(ies) requesting such transmission arrangements shall give reasonable advance notice of its (their) schedule and requirements. (The foregoing applies to any entity(ies) to which Licensees may be interconnected in the future as well as those to which they are now interconnected.)

As it has previously expressed, MP&L views the existence of an interconnection agreement as a logical and practical prerequisite to any obligation to wheel power under permit condition 5(a). In this regard, MP&L filed with FERC on February 29, 1980, an unsigned "bare bones" interconnection agreement between Gulf States Utilities ("GSU") and MP&L in order to facilitate the transfer of bulk power between the Cities of Clarksdale and Greenwood and the City of Lafayette, Louisiana and on March 11, 1980, notified both Clarksdale and Greenwood that MP&L was then prepared to receive energy from GSU for transmission to them. MP&L did not attach any conditions to its commitment.

On April 14, 1980, FERC notified MP&L that MP&L's filing of the MP&L-GSU Interconnection Agreement was not complete and that the conditions necessary to complete the filing requirements were (1) the filing by GSU of either a rate schedule or a certificate of concurrence in MP&L's submittal, and (2) the filing of service schedules, together with the rates and costs support therefor, proposed for the services to be rendered by each party. On May 15, 1980, MP&L responded to the FERC deficiency letter and requested that FERC reconsider the request of its letter of April 14, that specific service schedules, rates and cost support be furnished to FERC at this time. The basis for MP&L's request for reconsideration was that to accomplish the proposed transmission services, it is not necessary for MP&L or GSU to provide services for, or charge rates to, each other. Further, the transmission service which may be provided by MP&L for Clarksdale and Greenwood and by GSU for Lafayette and the rates and charges for such services are already set forth in rate schedules on file with FERC. The matter is pending.11/

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11/ At the meeting with our counsel on June 12, 1980, Mr. Toalston inquired as to whether MP&L was seeking

(Ft. 11/ continued on next page)

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By letter dated May 29, 1980, MEAM informed MP&L that it had made arrangements with the City of Lafayette, Louisiana for the purchase of 15,000 KW of power and associated energy to be delivered for MEAM at various points on MP&L's system and requested that MP&L advise MEAM of the earliest date at which MP&L could accept delivery of this power and energy from GSU. On June 6, 1980, MP&L responded to MEAM's letter and stated, among other things, that at this time MP&L was prepared to commence transmission service from the MP&L-GSU interconnection for Clarksdale and Greenwood "under the rates, terms and conditions contained in the Transmission Service Schedules on file with the FERC which are part of the Interconnection Agreements between MP&L and Clarksdale and MP&L and Greenwood." MP&L also stated that upon request it was prepared to provide Yazoo City with similar transmission service.12/

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11/ (continued)

to obtain any compensation for Louisiana Power & Light Company ("LP&L") with regard to transmission. As a result of MP&L's agreeing to provide Clarksdale and Greenwood with firm transmission service under its Service Schedules E on file with FERC, the matter alluded to by the Staff in its Notice and at the meeting with counsel with regard to LP&L acting as MP&L's agent for providing services is no longer in issue. Thus, if the unexecuted "bare bones" interconnection agreement between MP&L and GSU is not ultimately accepted for filing by FERC, unless prohibited from doing so by FERC or by any other regulatory body having jurisdiction thereof, MP&L will provide transmission services for MEAM from the MP&L-GSU interconnection, without an interconnection agreement with GSU.

12/ As to the other matters relating to antitrust condition 5(a) mentioned by the Staff in the Notice of Violation, MP&L feels that they were settled under the Settlement Agreement among MP&L, Clarksdale, Greenwood and MEAM, approved by FERC on December 4, 1979, and submitted to the NRC by letter dated October 19, 1979. Under the Settlement Agreement, MP&L agreed, among other things, (1) that when Clarksdale or Greenwood has power for transmission to its system delivered from outside MP&L's service territory to any electrically adequate enclosed point of interconnection with MP&L's facilities, Clarksdale or Greenwood would receive capacity credit under

(Ft. 12/ continued on next page)

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III.

MP&L also believes that it has complied with antitrust condition 6, regarding the sale of wholesale power for resale. This condition reads as follows:

Licensees will sell power for resale to any entity(ies) in the Western Mississippi Area now engaging in or proposing to engage in retail distribution of electric power.

The Staff has found a violation of condition 6 on the ground that MP&L wishes to sell partial requirements wholesale power to new customers under interconnection agreements at rates reflecting other than the system-wide average costs which are the basis of the municipal wholesale rates (MW-15) on file with FERC for existing municipal full requirements customers.

It is submitted that the language of condition 6 does not support the Staff's interpretation. In contrast to the other provisions cited by the Staff, condition 6 is silent on rates to be charged. Thus, the NRC did not assert in permit condition 6 any regulatory jurisdiction over wholesale rates, a matter over which FERC has exclusive jurisdiction under the Department of Energy Organization Act, 42 U.S.C. §7172(a)(1)(B). Further, the Atomic Energy Act itself disavows jurisdiction over rates. Section 271 of the Act, 42 U.S.C. §2018, provides:

Nothing in this chapter shall be construed to affect the authority or regulations of any Federal, State, or local agency with

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12/ (continued)

its interconnection agreement with MP&L for such power that is delivered to Clarksdale or Greenwood by MP&L in accordance with the terms and conditions of the settlement Service Schedules; and (2) that under the Service Schedules E for Clarksdale and Greenwood, firm transmission service will be provided in lieu of what was called "interruptible" in the original filing.

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respect to the generation, sale or transmission of electric power produced through the use of nuclear facilities licensed by the Commission: Provided, that this section shall not be deemed to confer upon any Federal, State, or local agency any authority to regulate, control, or restrict any activities of the Commission.

Also, Section 272, 42 U.S.C. §2019, provides:

Every licensee under this chapter who holds a license from the Commission for a utilization or production facility for the generation of commercial electric energy under section 2133 of this title and who transmits such electric energy in interstate commerce ~~or~~ sells it at wholesale in interstate commerce shall be subject to the regulatory provisions of the Federal Power Act. 13/

The NRC itself recognized its limited jurisdiction in framing Grand Gulf antitrust condition 7, which states:

The foregoing conditions shall be implemented in a manner consistent with the provisions of the Federal Power Act and the Mississippi Public Utilities Act of 1956 and all rates, charges or practices in connection therewith are to be subject to the approval of regulatory agencies having jurisdiction over them.

Accordingly, we do not believe that the NRC may exercise jurisdiction to determine the legality or reasonableness of MP&L's rates. Certainly, the fact that MP&L

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13/ Regulatory jurisdiction over rates has been transferred from the Federal Power Commission to the Federal Energy Regulatory Commission by the Department of Energy Organization Act, discussed supra.

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and MSE have, at the request of the Department of Justice, voluntarily accepted certain other permit conditions relating to rates would not confer regulatory jurisdiction upon the NRC as to a provision that is altogether silent on rates. Since MEAM does not allege a refusal by MP&L to furnish partial requirements wholesale power, but only challenges the rate structure, it is submitted that the issue properly belongs within the jurisdiction of FERC, not the NRC.14/

IV.

As stated above, MP&L and MSE deny any violation of law or of their permit conditions as alleged in the Staff's Notice of Violation. However, in view of MP&L's commitments to its bondholders and banks and its schedule for the receipt of operating licenses and the commercial operation of Units No. 1 and No. 2, the timely completion of the Grand Gulf Nuclear Station is critical to MP&L, MSE, the other companies in the Middle South Utilities System as well as the prospective new co-owner, SMEPA. Because hearings on the matters set forth in the Notice could interfere with the financing, licensing and construction of the nuclear facility, we hereby propose to completely settle all of the matters set forth in the Notice of Violation under the following general conditions:

(1) Subject to obtaining all necessary regulatory approvals, MP&L and MSE would allow MEAM and its members to acquire in the aggregate up to a 2.48% undivided ownership interest in the Grand Gulf Nuclear Station 15/ as follows:

A) MEAM and its members will acquire their ownership interest in Grand Gulf under the same terms and conditions, to the extent such terms and conditions are applicable to them, by which South Mississippi Electric Power Association (SMEPA) is acquiring a ten percent undivided ownership interest in Grand Gulf.

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14/ See MP&L's Response to NRC Letter to MP&L of January 10, 1979, Question 4.

15/ See MEAM letter to Mr. Donald C. Nutken, dated November 21, 1978.

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B) As appropriate, MEAM and each of its members will become parties to the Joint Construction, Acquisition and Ownership Agreement, the Operating Agreement, the Income Tax Indemnification Agreement, and each Special Warranty Deed, Conveyance and Adjustment Agreement, all between MSE and SMEPA, and to the Substitute Power Agreement among MP&L, MSE and SMEPA; will take such other action MP&L and MSE deem reasonably appropriate to accomplish the objective of (A) above; and will assume pro rata the rights and obligations of MSE in such Agreements, in proportion to their ownership interest in Grand Gulf.

C) MEAM and each of its members shall have until September 1, 1980 to notify MP&L in writing of their intention to acquire in the aggregate up to a 2.48% undivided ownership interest in the Grand Gulf Nuclear Station under the conditions in (A) and (B) above. If MEAM and its members so notify MP&L on or before September 1, 1980, then MEAM and its members shall have until January 1, 1981, by issuing bonds or using whatever other methods it may desire, to obtain the funds necessary to acquire their ownership interest in Grand Gulf, and MP&L and MEAM agree to use their best efforts to obtain before January 1, 1981, all necessary regulatory approvals and to take all other action which may be necessary to allow MEAM and its members to begin acquiring an ownership interest in Grand Gulf by February 1, 1981. If MEAM and its members do not notify MP&L on or before September 1, 1980, of their intention to acquire an ownership interest in Grand Gulf or if by some action or inaction of MEAM or of any of its members, they fail to obtain on or before January 1, 1981, the funds necessary to acquire an interest in Grand Gulf, MP&L and MSE will have no further obligation to allow MEAM or any of its members to participate in the ownership of or to acquire unit power from the Grand Gulf Nuclear Station.

D) MEAM and each of its members will each agree that this opportunity to acquire up to a 2.48% undivided ownership interest in Grand Gulf fulfills MP&L's and MSE's commitments to MEAM and to each of its members under Grand Gulf License Condition 4(a) and that MEAM and each of its members have no further right to request from MP&L or from MSE either an opportunity to participate in the ownership of or to purchase unit power from the Grand Gulf Nuclear Station. The NRC would agree that by offering MEAM

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and its members this opportunity to acquire an ownership interest in the Grand Gulf Nuclear Station, MP&L and MSE had complied in full with License Condition 4(a) and that the time had now passed in which MP&L and MSE were required to offer entities in the Western Mississippi area an opportunity to participate in the ownership of or to purchase unit power from Grand Gulf Units No. 1 and No. 2.

(2) MP&L would file with FERC a rate schedule under which partial requirements wholesale electric service would be made available to Clarksdale, Greenwood, and to any other members of MEAM with which MP&L has an interconnection agreement. Because of the questions raised by your representatives at the meeting with counsel on June 12, 1980, we believe that the best way to resolve the matter will be to prepare a specific rate schedule which will be fair to our existing customers and to members of MEAM. This will be filed with FERC upon MEAM's acceptance of this settlement proposal, or as soon thereafter as possible, and forwarded to you. The rates, terms and conditions contained in such filing would be subject to regulatory jurisdiction of FERC, and according to the rules and regulations of FERC, MEAM and any of its members could intervene in such a filing to question the reasonableness of such rates, terms and conditions. The NRC would agree that upon acceptance for filing by FERC the undertaking by MP&L to file such partial requirements wholesale rate schedule with FERC would satisfy as to MEAM and its members the requirements of permit antitrust condition 6.

(3) Upon acceptance by MEAM and by each of its members of this settlement offer, MP&L, MSE, MEAM, and each of MEAM's members, for themselves and for their successors and assigns, would mutually agree with one another to finally and forever release, discharge, disclaim and abandon each and every claim, demand, cause of action, contingent claim, future claim whether now known or not, and every other claim of every nature and kind whatsoever which is or may be based upon or arise out of any matter upon which the Notice of Violation is based.

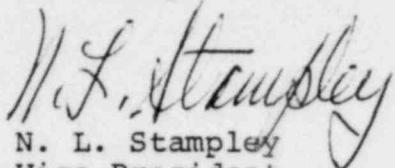
By copy of this Response, MP&L and MSE are also notifying MEAM, Clarksdale and Greenwood of the terms of this settlement offer. This settlement offer should not be construed as a disclaimer or waiver by MP&L or MSE of any right or remedy before the Nuclear Regulatory Commission,

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the Federal Energy Regulatory Commission, the Department of Justice, or any other agency or court of law with jurisdiction to decide any dispute as to the interpretation of MP&L's and MSE's permit conditions or matters relating thereto.

Sincerely,



N. L. Stampley  
Vice President

cc: Troy B. Conner, Jr., Esq.  
Robert C. McDiarmid, Esq.  
Mr. Charles M. Mathews  
Hon. Richard M. Webster, Jr.



# MISSISSIPPI POWER & LIGHT COMPANY

*Helping Build Mississippi*

P. O. BOX 1640, JACKSON, MISSISSIPPI 39205

NORRIS L. STAMPLEY  
VICE PRESIDENT

June 18, 1980

The Honorable Richard M. Webster, Jr.  
Chairman, Municipal Energy Agency of  
Mississippi  
City of Clarksdale  
Clarksdale, Mississippi 38614

Dear Mayor Webster:

Enclosed is a copy of the response of Mississippi Power & Light Company dated June 18, 1980, to the notice of alleged violations issued by the Nuclear Regulatory Commission on May 29, 1980. I am forwarding this response to you in your dual capacity as Chairman of MEAM and Mayor of Clarksdale.

As you will observe, MP&L restates its position that no violation of any license condition has occurred. Nevertheless, in an effort finally to resolve this matter, we are proposing a settlement agreement to you and to the NRC. The terms of our proposal are set forth in our response beginning at page 11.

In essence, we will agree to your request that MEAM and its members be permitted to acquire in the aggregate up to a 2.48% undivided ownership interest in the Grand Gulf Nuclear Station, under certain necessary time constraints. We will further agree, upon your acceptance of the settlement, to file a partial requirements wholesale electric rate schedule, which will be fair to our existing customers and to members of MEAM.

The third item in the NRC's notice relates to the wheeling of power. As you know, by our letter dated June 6, 1980, we have agreed to provide you transmission service as set forth therein.

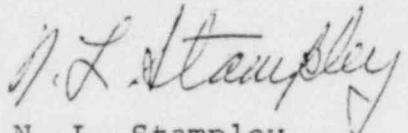
Our counsel has discussed the proposed settlement agreement with representatives of the NRC. Because time is of the essence in resolving this matter, the Staff has agreed to begin the necessary antitrust review required by the Atomic Energy Act on an informal basis. Essentially, if

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MEAM believes it will accept this settlement, it should submit the information required by 10 C.F.R. Part 50, Appendix L, for its member municipalities as soon as possible. The NRC has suggested that you or your counsel contact the Staff to work out the details of what is required. The Staff indicates that the submittal of this material should be made through MP&L, the responsible licensee, as in similar cases.

Sincerely,



N. L. Stampley  
Vice President

Enclosure

cc: Robert C. McDiarmid, Esq.  
Mr. Charles M. Mathews  
Troy B. Conner, Jr., Esq.