

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.
4 IRVING PLACE
NEW YORK, NEW YORK 10003

'83 FEB -4 A10:25

POWER AUTHORITY OF THE STATE OF NEW YORK
10 COLUMBUS CIRCLE
NEW YORK, NEW YORK 10019

CONSOLIDATED EDISON COMPANY
NEW YORK & SEATTLE
BRANCH

February 2, 1983

BY HAND

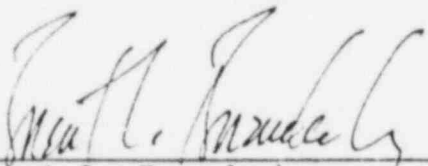
Jeffrey M. Blum, Esq.
New York University Law School
423 Vanderbilt Hall
Washington Square South
New York, New York 10012


Re: Indian Point Special Proceedings
Docket Nos. 50-247-SP and 50-286-SP

Dear Mr. Blum:

Enclosed is a copy of Amendment 1 to the Indian Point Probabilistic Safety Study. Mr. Weatherwax's correlating copy of Amendment 1 is being forwarded separately.

We are concerned that contrary to our agreement as set forth in Mr. Jordan's letter dated May 26, 1982 (copy attached), the IPPSS is being photocopied by UCS/NYPIRG or its witnesses. Please provide us with such information as you are able to determine concerning such photocopying.


Brent L. Brandenburg
Assistant General Counsel
Consolidated Edison
Company of New York,
Inc.

Very truly yours,

Paul F. Colarulli
Morgan Associates,
Chartered
Counsel for the Power
Authority of the State
of New York

BLB:PFC:ek

Enclosures

cc: Official Service List
(Copy of Jordan letter)

DOCKET

May 26, 1982⁸³ FEB -4 A10:25

DOCKETING & SERVICE BRANCH

Charles Morgan, Jr.
Morgan Associates, Chartered
1899 L Street, N.W.
Washington, D.C. 20036

Brent L. Brandenburg
Assistant General Counsel
Consolidated Edison Co.
of New York, Inc.
4 Irving Place
New York, New York 10003

Re: Consolidated Edison Company of
New York (Indian Point Unit 2) and
Power Authority of the State of New
York (Indian Point Unit 3) - Docket
Nos. 50-247 SP and 50-286 SP

Gentlemen:

This letter is to confirm the agreement between those intervenors with lead or contributing status for Commission Questions 1, 2 and 5 (Intervenors) and Consolidated Edison Company of New York, Inc. and the Power Authority of the State of New York (Licensees) with regard to the provision by the Licensees of a single copy of the Indian Point Probabilistic Safety Study (Safety Study).

1. The Safety Study copy will be provided by Licensees upon payment of \$1.00 by the Intervenors.

2. UCS/NYPIRG will assume primary responsibility for the implementation of the terms of this agreement, will provide access to this single copy for the use of the Intervenors and will ensure that access to this copy shall be limited to the representatives or consultants of the Intervenors. This single copy shall be the only copy provided to the Intervenors for all purposes during all phases of this hearing.

3. The Safety Study copy is made available with the understanding that its use by Intervenors shall be limited to the purposes of this case. UCS/NYPIRG shall ensure that no reproductions of any sort shall be made of any portion of the Safety

Charles Morgan, Jr.
Brent L. Brandenburg
May 26, 1982
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Study, except insofar as pages are reproduced for purposes directly related to this hearing; e.g., pages used as an exhibit to a pleading or memorandum.

4. The copy of the Safety Study provided by the Licensees shall be returned when it is no longer needed for this proceeding, which the parties agree shall be upon the final administrative determination of this case.

5. Amanda Potterfield, counsel for NYPIRG, has discussed the matters contained in this letter with the representatives of each of the Intervenor, to wit: UCS/NYPIRG, Friends of the Earth/Audubon Society of New York, Parents Concerned About Indian Point, and West Branch Conservation Association, and has informed me that each agrees to the terms and conditions established in paragraphs 1-5.

Sincerely,



William S. Jordan, III