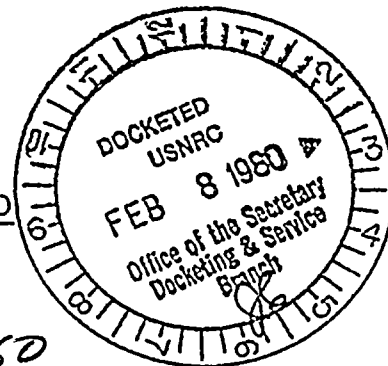


RELATED CORRESPONDENCE

UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION

THE ATOMIC SAFETY AND LICENSING BOARD

Elizabeth S. Bowers, Chairman  
Dr. Emmeth A. Luebke  
Dr. Oscar H. Paris



In the Matter of

FLORIDA POWER AND LIGHT COMPANY  
(Turkey Point Nuclear Generating  
Units Nos. 3 and 4)

Docket Nos. 50-250  
50-251

(Proposed Amendments to  
Facility Operating  
Licenses to Permit  
Steam Generator Repair)

ANSWERS TO INTERROGATORIES PURSUANT TO  
THE ATOMIC SAFETY AND LICENSING BOARD  
DATED JANUARY 22, 1980

1.5, 2.5, 3.5, 4.5, 5.5, 6.5, 9.5, 11.5, 13.5, and 14.5.

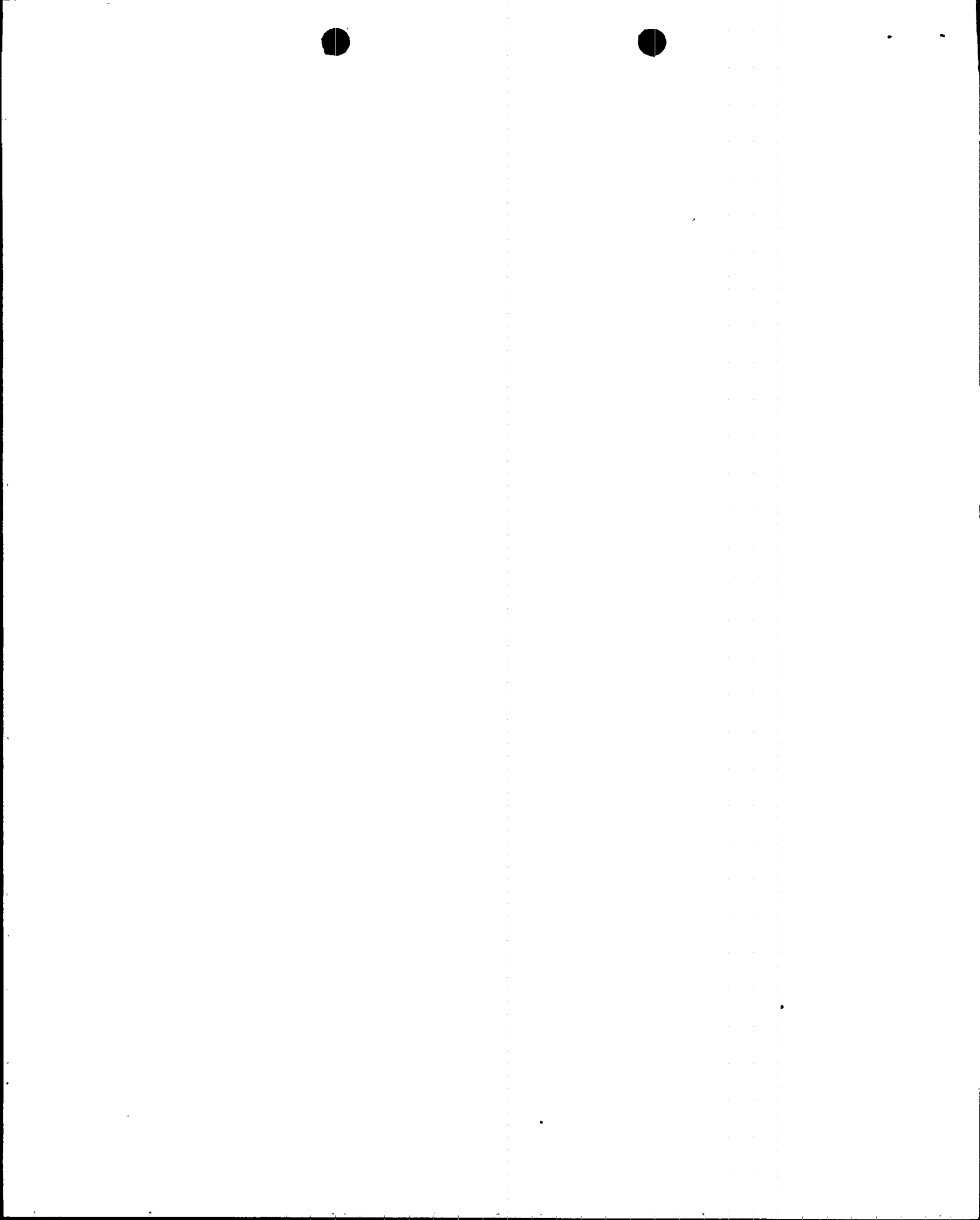
The Steam Generator Repair Report filed by Licensee, FP&L, in these proceedings is deficient for the following reasons:

1. Licensee in Volume I of the Final Safety Analysis Report for Turkey Point Units 3 and 4 represented in that report that no significant corrosion of the steam generator tubes was expected during the lifetime of the unit. This statement is found at Page 4.3-4. Such representation certainly included that the steam generator tubing supplied by Westinghouse would not corrode, crack, dent, and was fit for the use for which it was intended. Within three years, in December, 1975, the NRC was informed by Westinghouse that several plants designed by them had experienced steam generator tube deformation in the form of a reduction in tube diameter. This reduction in tube diameter was later termed

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denting. In fact, in Turkey Point Units Nos. 3 and 4, this deformation or so called "denting" occurred after four to fourteen months of the plant's operation. Further stated in the FSAR filed by Licensee is the statement on Page 4.2-12 "considerable experience with corrosion in steam generator and heat exchanger application has been accumulated in the industry". However, as can be seen by the listing of the generic problems of Westinghouse Steam Generator tubes for nuclear reactors as listed in the Summary of Operating Experience with Recirculating Steam Generators published in January, 1979 as NUREG-05-23, it is clear that Turkey Point Units 3 and 4 have experienced, despite the representations to the contrary made in the FSAR by Licensee, all of the corrosion, cracking, denting, and leaking problems which were supposedly not to occur during the lifetime of the plant. Licensee's present SGRR in these proceedings makes the identical representation with regard to the proposed repair replacement steam generator lower assemblies which are to be supplied once again by Westinghouse, stating once again no further corrosion can be expected to occur in the repaired steam generator tubes. Licensee also refers in its SGRR to the past history of the supplier, Westinghouse, with regard to the production of steam generators as being excellent. Intervenor questions the proposed repairs as described in Licensee's Steam Generator Repair Report as being highly suspect in the fact of the actual history of the performance and degradation of the Turkey Point steam generators. Moreover, the problem is not isolated to one case; the problem of steam generator tube degradation is a generic one suffered throughout the industry in pressurized water reactors

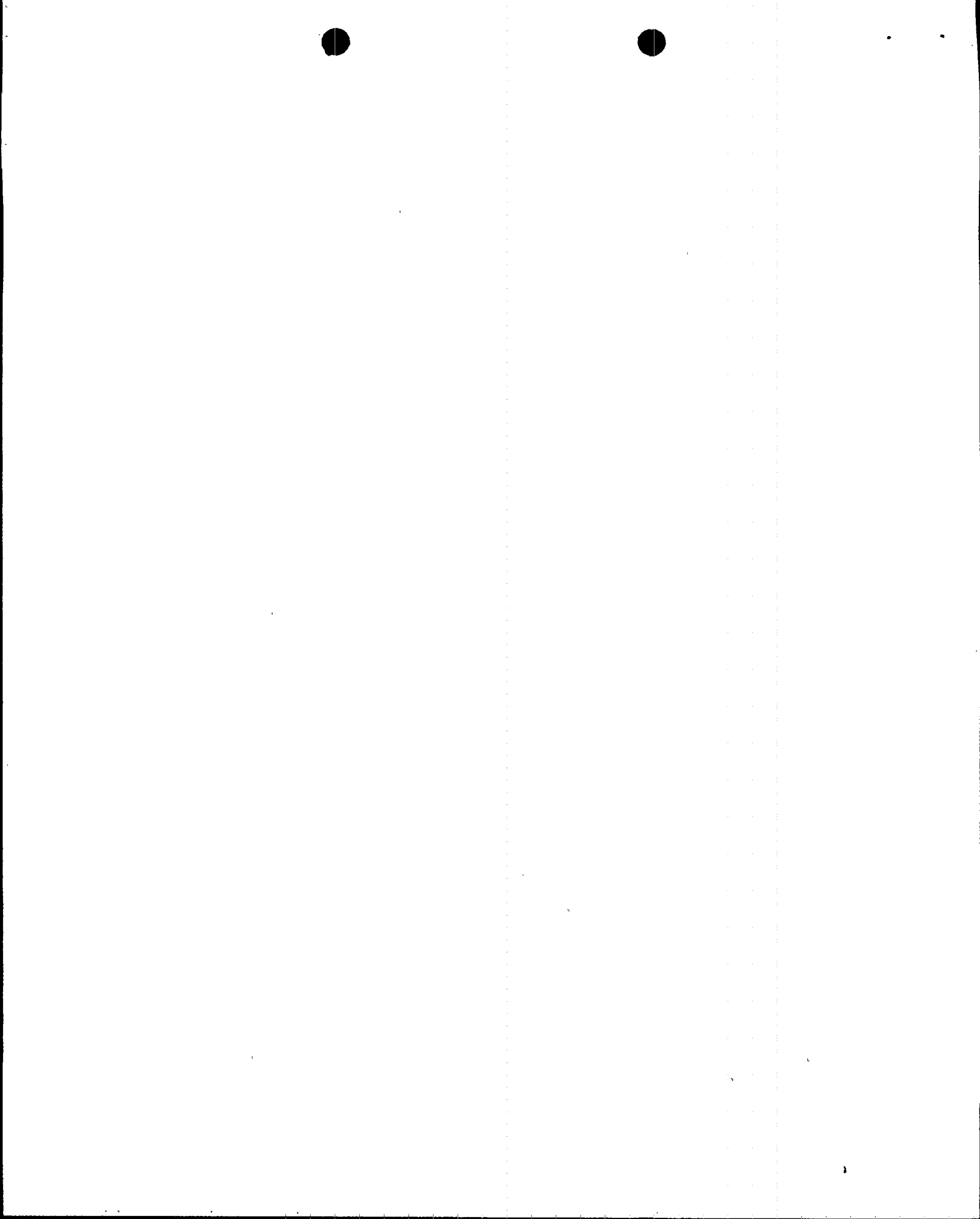


functioning with Westinghouse supplied steam generators. Intervenor's question as to the inadequacy of Licensee's SGRR is further borne out by review of the legal complaint filed by FP&L against Westinghouse in the United States District Court for the Southern District of Florida, in Case No: 78-1896-Civ-JE, which is attached and made a part hereto as Intervenor's Exhibit "I".

Intervenor submits that until such time as a repair project of degraded steam generator tubes is completed and a reactor with a repaired steam generator is operating for a sufficient test period that any proposed steam generator repair report is pure speculation and that any NRC assessment of such a steam generator repair report as has been conducted in the EIA and SER prepared by the Staff in this case further compounds the error.

Given the problems of steam generator tube degradation in Westinghouse Steam Generators generically suffered by all Westinghouse pressurized water reactors presently operating, Intervenor suggests that it is impossible for Licensee in good faith to represent in its Steam Generator Repair Report the prediction that the repairs will satisfactorily remedy the corrosion, leaking, cracking, and denting problems suffered by the tubes in steam generators. Further, Licensee has never attempted such a repair. Intervenor seriously questions Licensee's ability to actually assess what the repairs will entail.

The NRC Staff documents, the EIA and SER, are deficient because they attempt to assess the environmental impact and safety questions raised by the proposed repairs by reliance on the information supplied by Licensee in its SGRR. Inasmuch, as Licensee's SGRR is totally inadequate, as discussed in the paragraph above, it is clear that the NRC could not accurately

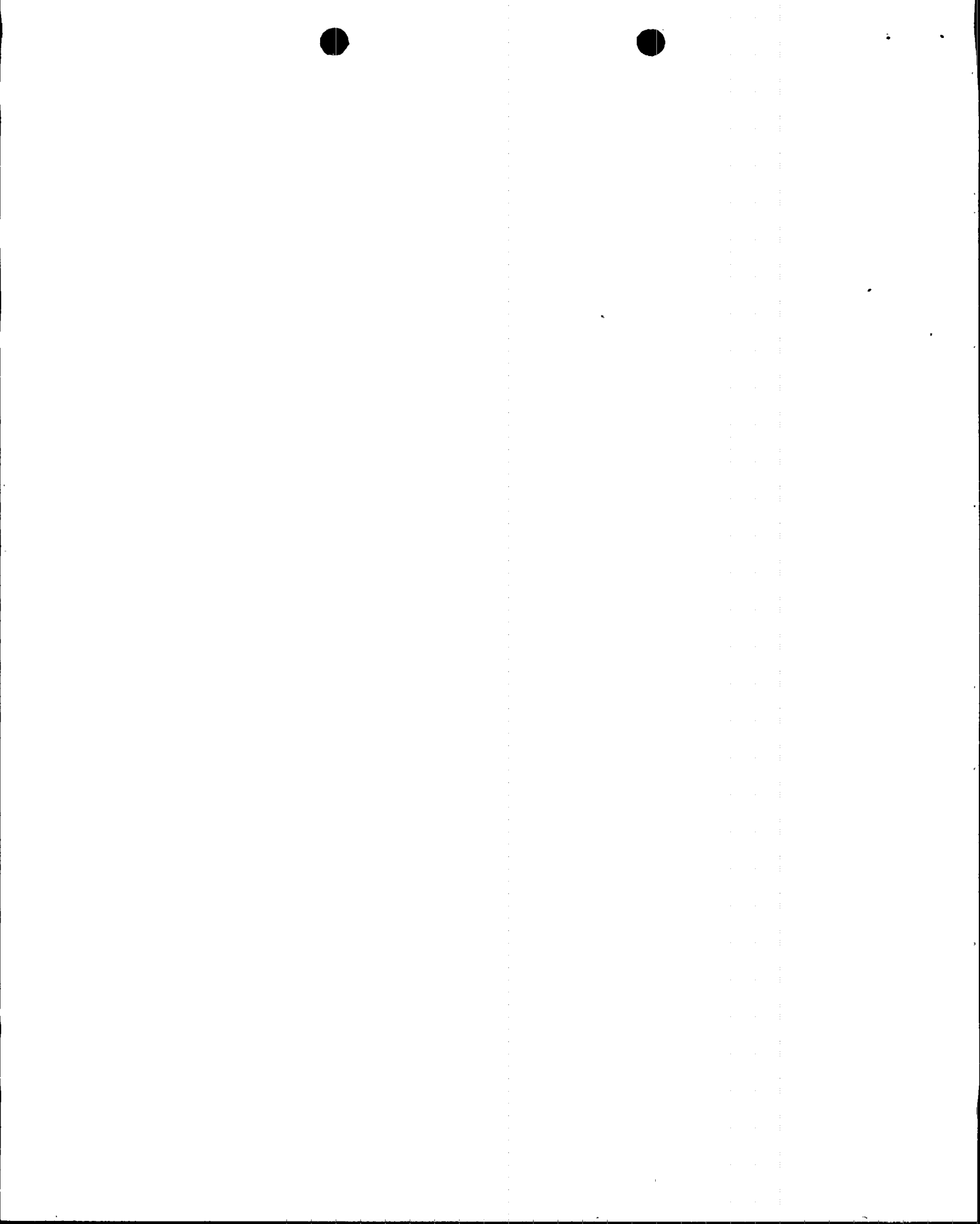


assess the actual and potential risk to the environment proposed by the repairs or the safety questions. If the Staff were really diligent and concerned about the public's safety, they would thoroughly investigate, in an EIS and SER, the repairs which are proposed by Licensee, which, but for VEPCO's Surray Plant, have never been attempted before and certainly not assessed after the repairs. Intervenor is even more concerned because of the fact that FP&L has repurchased replacement steam generator lower assemblies from Westinghouse, the same company whose steam generators have failed in every pressurized water reactor using them. If the NRC Staff were to do the investigation required of it by its investiture with the public safety, it would not be necessary in these interrogatories to explain to the Staff why the entire Steam Generator Repair Report application is deficient and incompetent. We suggest the Staff read Intervenor's Exhibit "I" attached to the answers to interrogatories. Intervenor urges that no Steam Generator Repair Report, SER, or EIA, could conceivably be represented to the Board in this case in good faith as complying with the NRC mandate when, in fact, the entire product supplied by Westinghouse has failed, generically, across the board.

We are in the process of supplementing these answers with further explanation as to why specific sections of the SGRR, EIA, and SER are deficient.

1.10 Intervenor contends an EIS must be prepared for this action and as reasons states:

The SGRR prepared by Licensee in this case is inadequate. See answer to 1.5. In addressing probable environmental harm, the NRC in the EIA has relied on information provided in the SGRR. Intervenor is concerned that a faulty assessment of probable





and potential environmental harm has resulted from this NRC reliance on a faulty SGRR.

Specifically, the following areas concern Intervenor:

1. The environmental harm, including public health, suffered by releases of radioactive effluent to the environment.

2. The environmental harm occasioned by non-radioactive toxic effluent discharges to the environment.

3. The risk of environmental harm from storage of the defective steam generators on site and their storage in an inadequate facility.

4. The failure to accurately calculate the public health dangers posed by the repairs from worker exposure. In regards to this concern, Intervenor states the Licensee's predicted man rem dose rate for worker exposure is too low and is based on a totally inadequate analysis of the tasks to be performed and the radiation fields involved in the repair project. Further, the NRC Staff's assessment of the health impacts to workers from radiation exposure is inadequate and relies on faulty bases for calculating worker health effects, including long-term genetic effects.

5. Failure to consider the potential risks to the environment and human health, including addressing the question of a LOCA accident, from steam generator tube failure resulting from future steam generator degradation when such failures are highly probable, rather than "purely speculative" given the generic nature of the problem of tube degradation and the lack of operating experience with repaired steam generators. See attachment to answers, Exhibit "I".

6. Failure to adequately consider the effect on the



environment from the generation of electricity from replacement sources during the outage.

7. Inadequate analysis of the impact on the environment from traffic; demand on already overburdened local housing and social services; and pollution from the construction and repair work.

8. The failure to consider the effect on humans in the service area from the cost of the repairs, particularly in the light of probable recurrence of steam generator degradation.

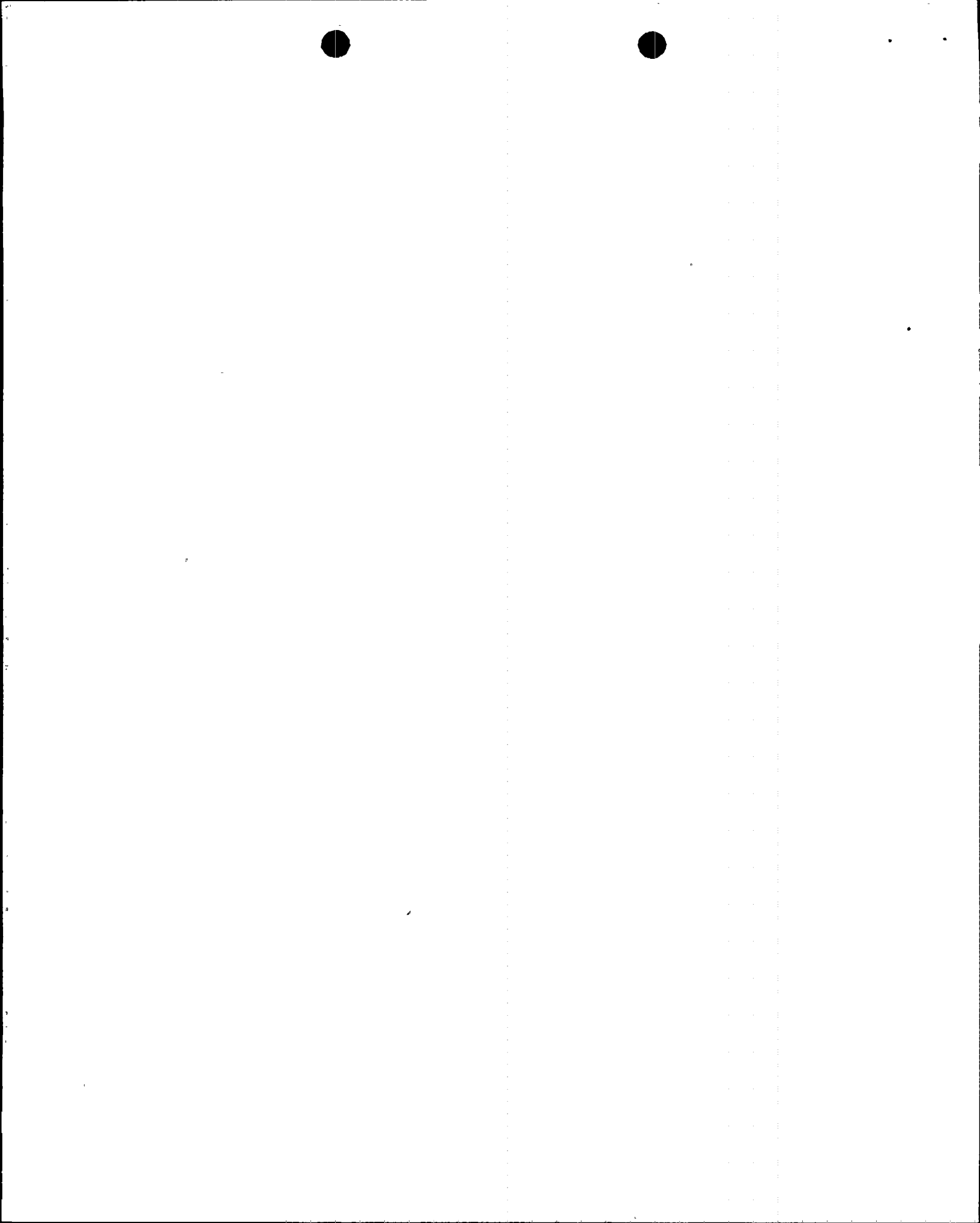
9. The failure to consider the impact on development of alternative energy sources from the withdrawal of a least one-half (1/2) billion dollars from available capital sources to finance the repairs.

10. The failure to consider the repair project in light of the magnitude of the problem of steam generator tube degradation where it exists as a generic problem in Westinghouse PWR's and given the history of Westinghouse's development of steam generators. See attachment, Exhibit "I".

11. The inadequacy of the analysis in the EIA for deciding that it was not appropriate to wait until the Surray repairs were completed and observation and evaluation of operating experience with the repaired steam generators could be conducted after start up of the Surray reactors.

12. The failure of the Staff to determine that the proposed repairs constitute material alterations to the technical specifications to the operating license thus mandating an EIS.

13. The inadequate, insufficient, and faulty analysis of alternatives to the repairs, including conservation measures, alternative power sources, and gradual derating of the reactors at Turkey Point.



14. Failure to address the dangers posed to the environment and human health from inadequate fire protection procedures and insufficient equipment.

15. Failure to adequately consider the increased safety for human health from implementing total decontamination procedures prior to commencing the repair project.

16. Failure to adequately address the harm to the environment and human health from installation of a condensate polisher demineralizer.

17. The inadequacy of the assessment of environmental and human harm threatened by radioactive releases during the repairs when viewed together with residual accumulations of presistent radiation already present in the environment from past releases from Turkey Point.

For all of the above reasons, and for others which may be forthcoming, an EIS must be prepared in these proceedings.

4.1 A. Yes.

B. Robert Anderson, Dale Bridenbaugh, Arthur Tamplin, Walter Golberg. See answer to 1-1(b).

4.2 The experts are presently preparing their positions. These will be provided as soon as they are available.

4.3 Not determined at this time.

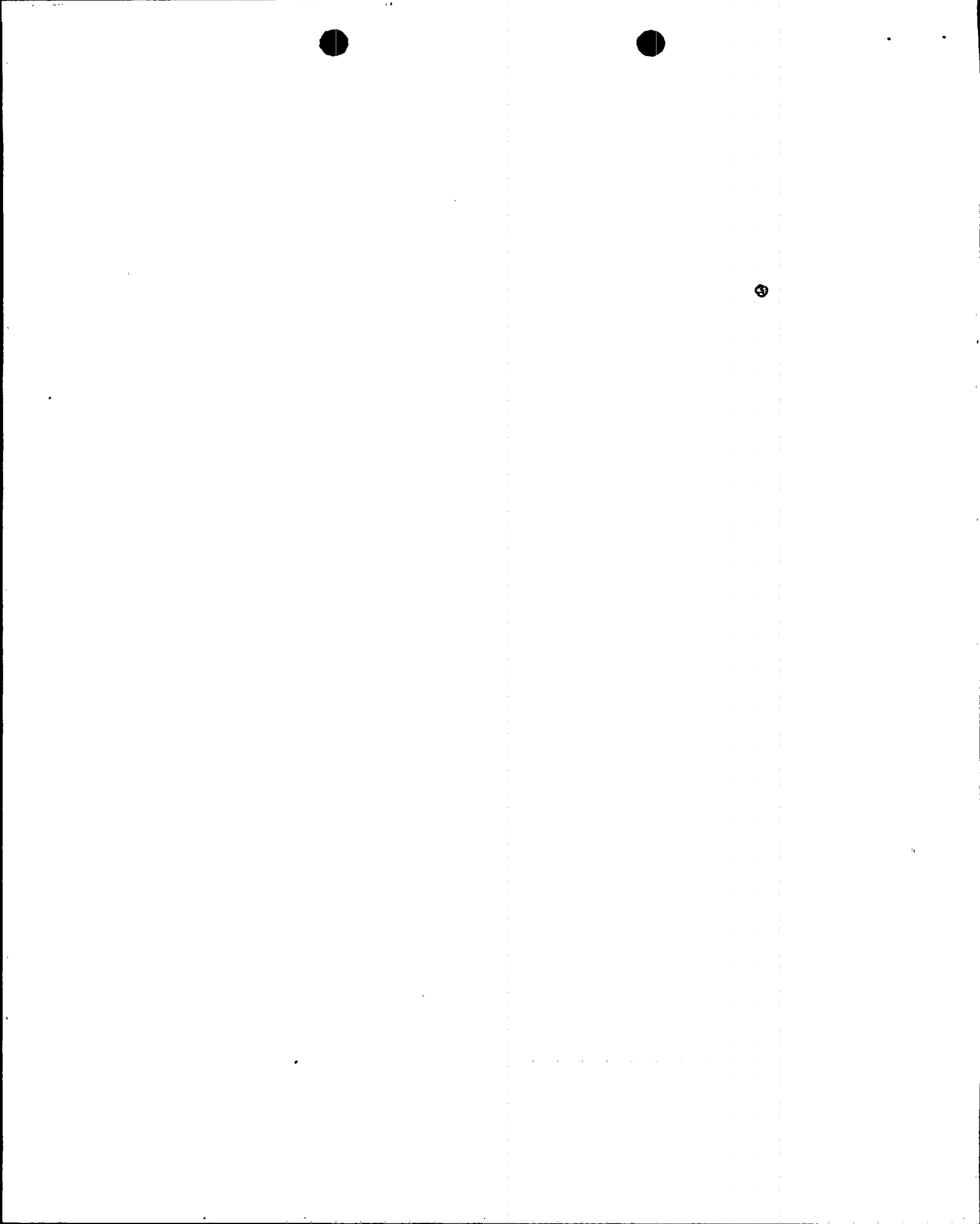
4.4 Not determined at this time.

4.6 10CFR §20.16, 20.106B, 20.201, Appendix B.

4.7 10 CFR §50.10C.1, 50-10E2, 50.30F, 50.40D, Appendix I.

4.8, 4.9 and 4.10 are inapplicable since the Licensing Board's Order of September 25, 1979.

4.11 The processing and final disposition of liquid wastes and effluents are described in SGRR 3.3.6.3 and 5.2.2.4.



4.12 Yes, because the methods for the storage, treatment, and monitoring of radioactive laundry waste water as presently proposed in the SGRR are inadequate and discharges of such effluents to the cooling canals will, given the proposed procedures, allow the release of liquid radiocative waste beyond permitted levels.

5.1 A. Yes.

B. Dr. Karl Z. Morgan; Dr. Arthur Tamplin. See answer 1.1(b).

5.2 The experts are presently preparing their responses and these will be provided when available.

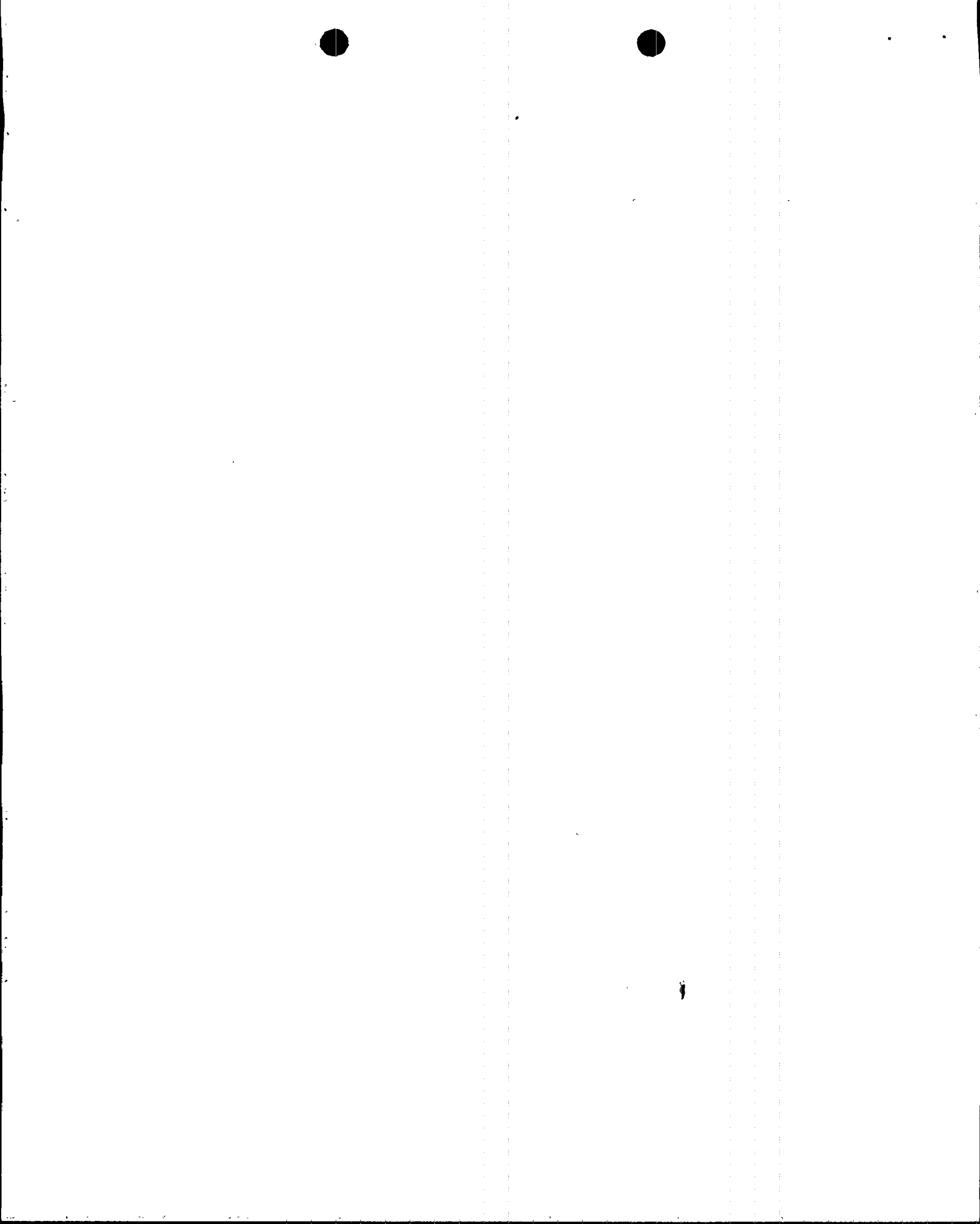
5.3 Not yet determined.

5.4 Not yet determined.

5.6 20 CFR §20.101, 20.102, 20.103, 20.206, and 20.401.

5.7 and 5.8. These are inapplicable since the Board's Order of September 25, 1979.

5.9 Licensee in the SGRR fails to indicate how the work force will be recruited, cleared, and hired. Licensee does not provide an estimate of the number of workers required for the repairs, nor does it describe the make up of the work force, i.e., skilled, nonskilled, "craft personnel" and laborers. In the SGRR only one paragraph is devoted to the work force and concerns only the training in radiography "craft personnel" will receive. Further, no mention is made of the procedures to be used in determining worker's past radiation exposure. Intervenor considers the lack of specificity in the SGRR with regard to the work force a serious concern, particularly regarding past radiation history for transient workers which could result in overexposure to such workers. Intervenor suggests that Licensee cannot, especially with unskilled laborers, rely on workers own record keeping. Intervenor cannot assume, given the lack of plans in the SGRR,





that Licensee will obtain adequate information to determine past radiation exposure doses received by individual workers recruited for the repair project. Intervenor considers such information checking a responsibility of Licensee.

5.10 Yes, Intervenor is concerned that worker overexposure to radiation is clearly a possibility given the absolute failure of Licensee to establish in the SGRR any procedures by which they will determine past exposure of the work force hired for the repairs. Any such overexposure would violate the ALARA Standards of 10 CFR § 20.

The SGRR states that "craft personnel" will receive so many hours of radiation training. Intervenor wonders whether such training will be received by everybody on the work force. If not, then Intervenor is concerned that the failure to inform unskilled workers of the health dangers of the work in radiation fields entailed as a consequence of the job. This too can very well result in exposure to untrained workers in excess of the ALARA standard. Intervenor suggests that the proposed repairs are a very different matter than the work performed in the construction of new nuclear, electrical generating plants. Here, the work is to be performed in radiation fields, where without training, unskilled laborers may well exceed permissible levels of radiation exposure in violation of ALARA.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was mailed this 5th day of Feb., 1980 to the following:

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U.S. Nuclear Regulatory Commission  
Washington, D.C. 20555

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U.S. Nuclear Regulatory Commission  
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Atomic Safety and Licensing Appeal Board Panel  
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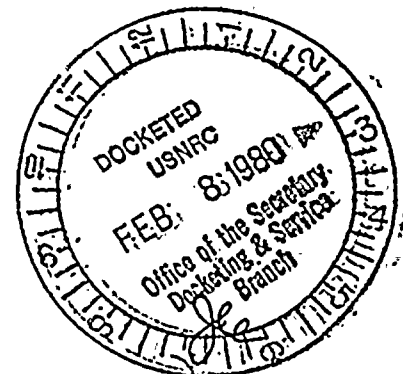
Docketing and Service Section  
Office of the Secretary  
U.S. Nuclear Regulatory Commission  
Washington, D.C. 20555

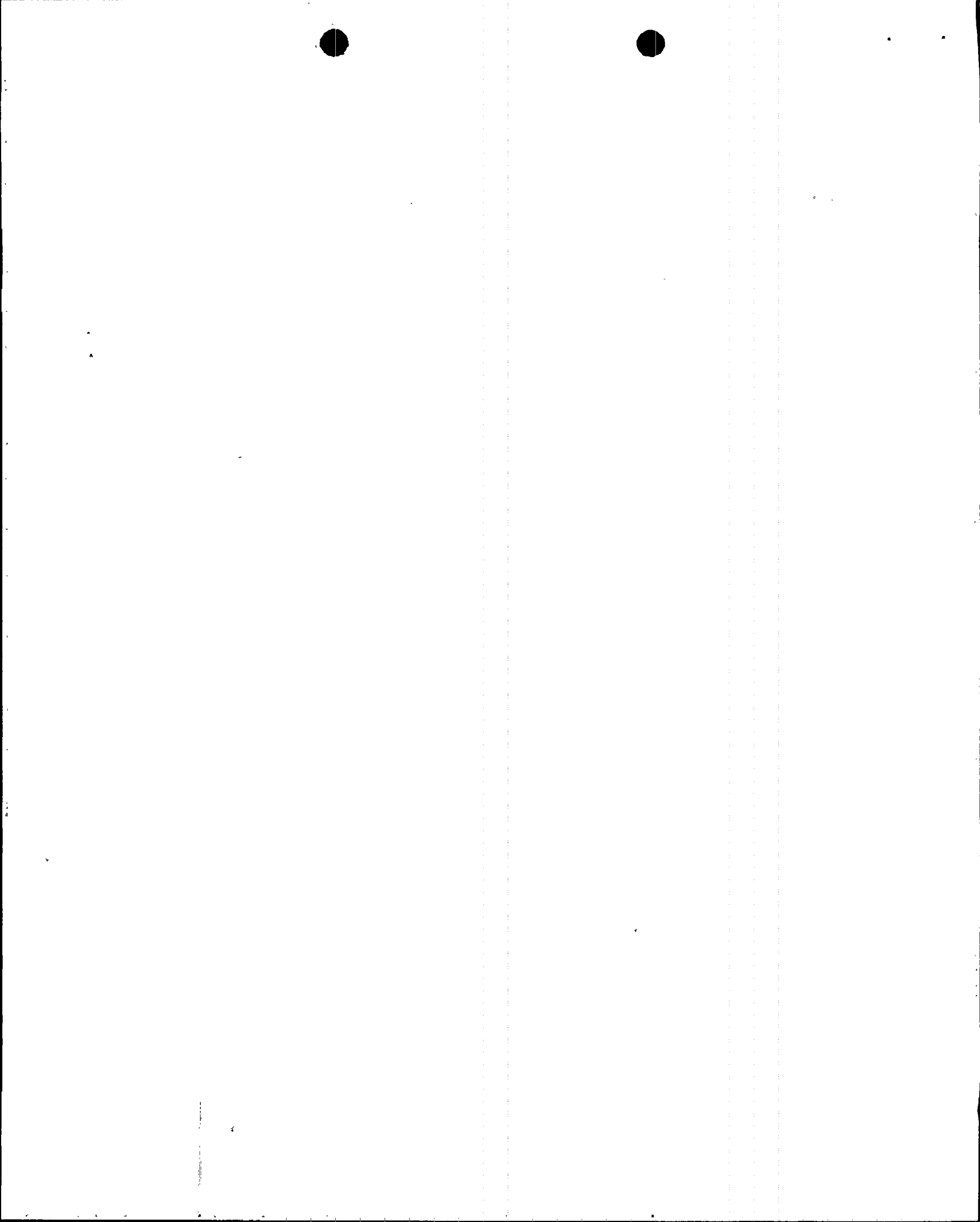
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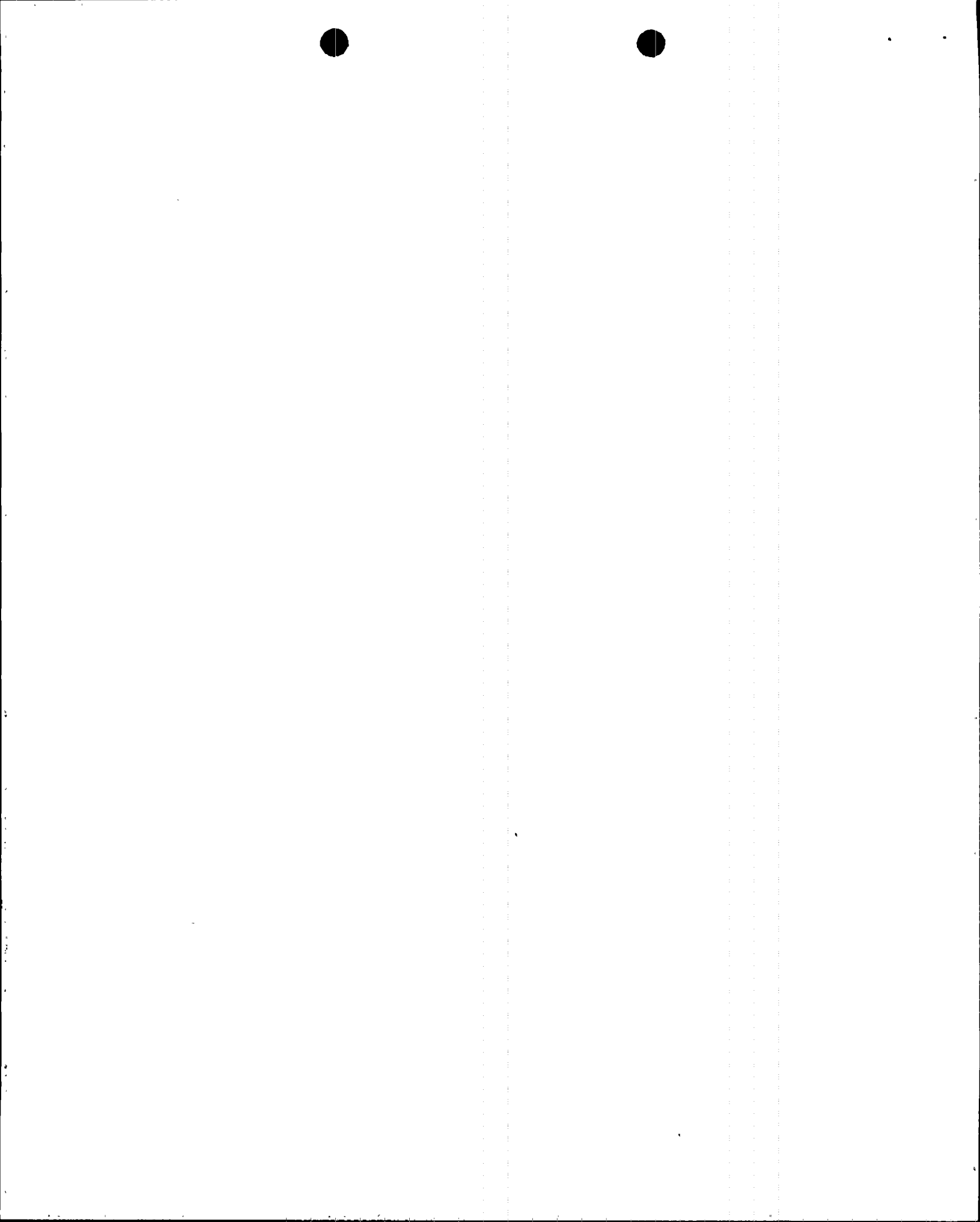


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By: Neil Chonin  
NEIL CHONIN



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO: 79-80614

FLORIDA POWER & LIGHT COMPANY,  
a Florida corporation,

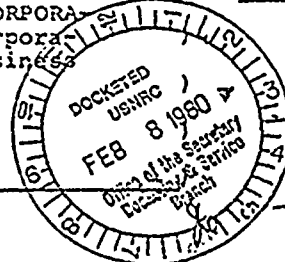
Plaintiff,

vs.

WESTINGHOUSE ELECTRIC CORPORATION, a Pennsylvania corporation qualified to do business in Florida,

Defendant.

COMPLAINT FOR DAMAGES



FLORIDA POWER & LIGHT COMPANY ("FPL" or "Plaintiff")  
sues WESTINGHOUSE ELECTRIC CORPORATION ("Westinghouse" or "Defendant")  
and says:

1. This is an action for damages in an amount which exceeds the sum of ten thousand dollars (\$10,000.00), exclusive of interest and costs.
2. FPL is a corporation, incorporated under the laws of the State of Florida, having its principal place of business in the State of Florida. At all material times, it is and has been a public utility engaged in generating, transmitting, and distributing electricity to the public in the State of Florida.
3. Westinghouse is a corporation, incorporated under the laws of the State of Pennsylvania, having its principal place of business in a State other than Florida. At all material times, it has been qualified to do business in Florida and doing business in Florida, having agents or other representatives in Dade County, Florida.
4. FPL and Westinghouse entered into a Plant Equipment Contract effective November 15, 1965 (Contract).





5. Under the contract, Westinghouse was obligated to design, manufacture and furnish to FPL the nuclear steam supply systems, (Plant Equipment) including six steam generators, for FPL's Turkey Point Unit No. 3 and Unit No. 4 nuclear generating plants in Dade County, Florida.

6. At the time, Westinghouse entered into the Contract, it knew or should have known that:

(a) The operation of Turkey Point Units 3 and 4 by FPL would be dependent upon the satisfactory operation of the Plant Equipment to be supplied by Westinghouse;

(b) Any inadequate Plant Equipment supplied by Westinghouse pursuant to the Contract would have to be repaired, replaced or revised;

(c) Inadequate operating instructions supplied to FPL by Westinghouse would lead to damage and injury to Turkey Point Units 3 and 4;

(d) Upon completion, Turkey Point Units 3 and 4 would supply a significant part of the power required by FPL to fulfill its commitments to its customers;

(e) If Turkey Point Units 3 and 4 were to be inoperative for any period, FPL would be required, during that period, to produce substitute power at its other facilities and to purchase substitute power from other sources at much greater cost than it could produce power from Turkey Point Units 3 and 4.

7. In August 1974, Plaintiff first discovered substantial leaks in certain tubes comprising an integral part of the steam generators designed, manufactured, and supplied by Westinghouse pursuant to the Contract for Turkey Point Unit 4.

8. In September 1974, Plaintiff first discovered substantial leaks in certain tubes comprising an integral part of the steam generators designed, manufactured, and supplied by Westinghouse pursuant to the Contract for Turkey Point Unit 3.



9. In April 1975, FPL first discovered that a large number of tubes comprising an integral part of the steam generators designed, manufactured, and supplied by Westinghouse pursuant to the Contract for Turkey Point Unit 4 were performing little or none of their intended function because corrosion within the tube assemblies had dented, partially closed and cracked the tubes and tube support plates.

10. In October 1975, FPL first discovered that a large number of tubes comprising an integral part of the steam generators designed, manufactured, and supplied by Westinghouse pursuant to the Contract for Turkey Point Unit 3 were performing little or none of their intended function because corrosion within the tube assemblies had dented, partially closed and cracked the tubes and tube support plates.

11. The aforesaid defects have rendered the steam generators totally unfit for their intended purposes, and reasonable efforts to render them fit or suitable have been unsuccessful.

... 12. Despite FPL's requests and demands that Westinghouse correct these defects, Westinghouse has failed and refused to do so.

13. FPL has fully performed all of its obligations under the Contract, including payment of the Contract price, and all conditions precedent have been performed or have occurred.

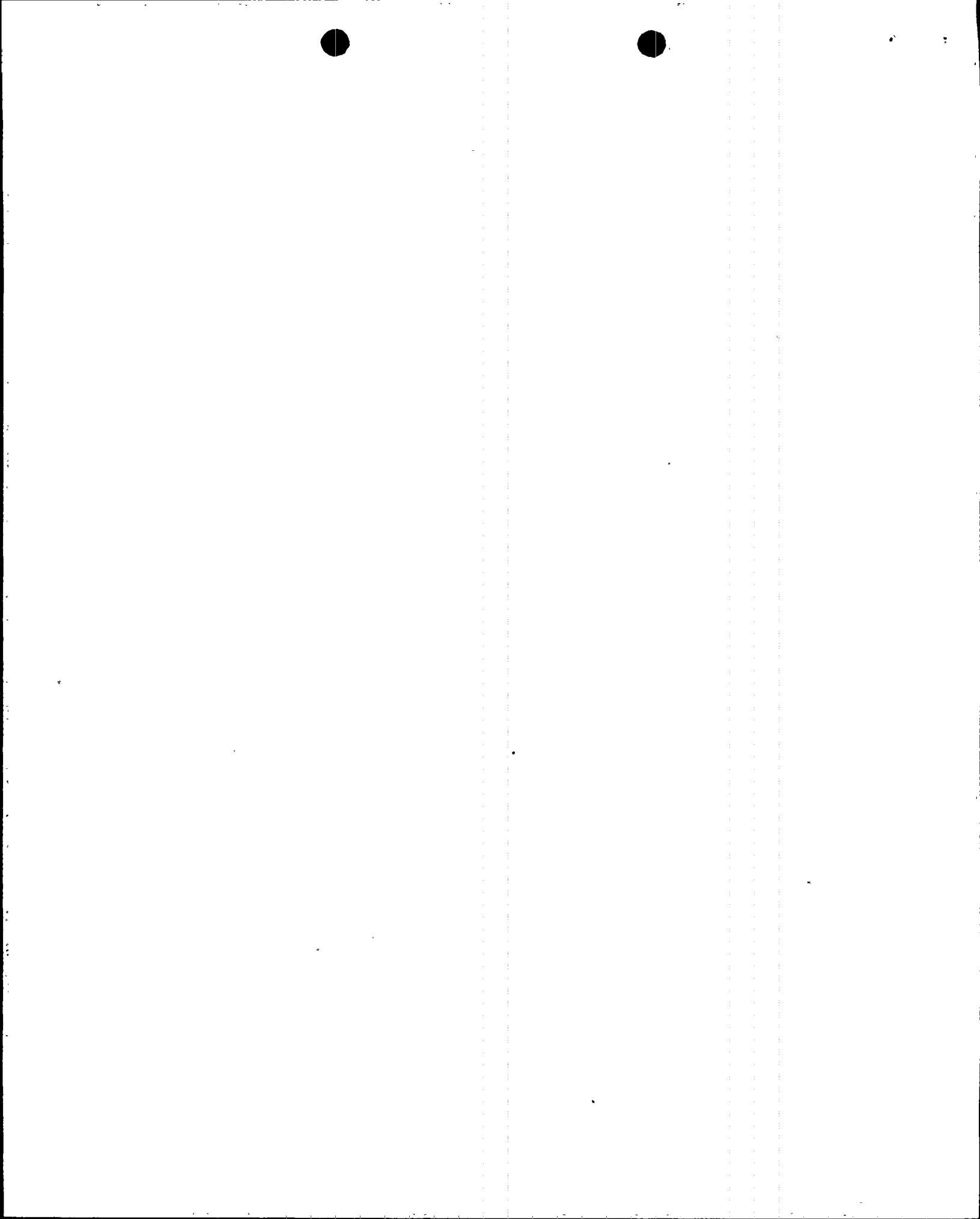
#### COUNT I

14. Plaintiff incorporates by reference and realleges Paragraphs 1 through 13 above.

15. Westinghouse expressly warranted and guaranteed that the equipment it furnished under the Contract would produce stated guaranteed outputs.

16. Westinghouse breached such express warranty and guarantee by supplying Plant Equipment, which, because of the defects described above, has failed to produce the stated guaranteed outputs.

17. FPL furnished Westinghouse reasonable, timely and adequate notice of the above-described breaches of Westinghouse's express warranty and guarantee.



18. As a direct result of Westinghouse's breaches of such express warranties and guarantees of the Contract, FPL has been and continues to be required to make major repairs, revisions and inspections of the Plant Equipment furnished by Westinghouse, to take Turkey Point Units 3 and 4 out of operation for extended periods of time for repair, revision and inspection, to produce substitute power at its other facilities and to purchase substitute power from other sources at much greater cost than it could produce power from Turkey Point Units 3 and 4. As a direct result of the foregoing, Plaintiff has suffered and will continue to suffer damages, the exact amount of which is still undetermined.

COUNT II

19. Plaintiff incorporates by reference and realleges Paragraphs 1 through 13 above.

20. Under the Contract, Westinghouse expressly warranted that the work, and all parts thereof, furnished by it would be free from defects in workmanship and material and be suitable for the use intended, and further agreed that it would, without cost to FPL, promptly correct any defects.

21. Westinghouse breached such express warranties and provisions of the Contract:

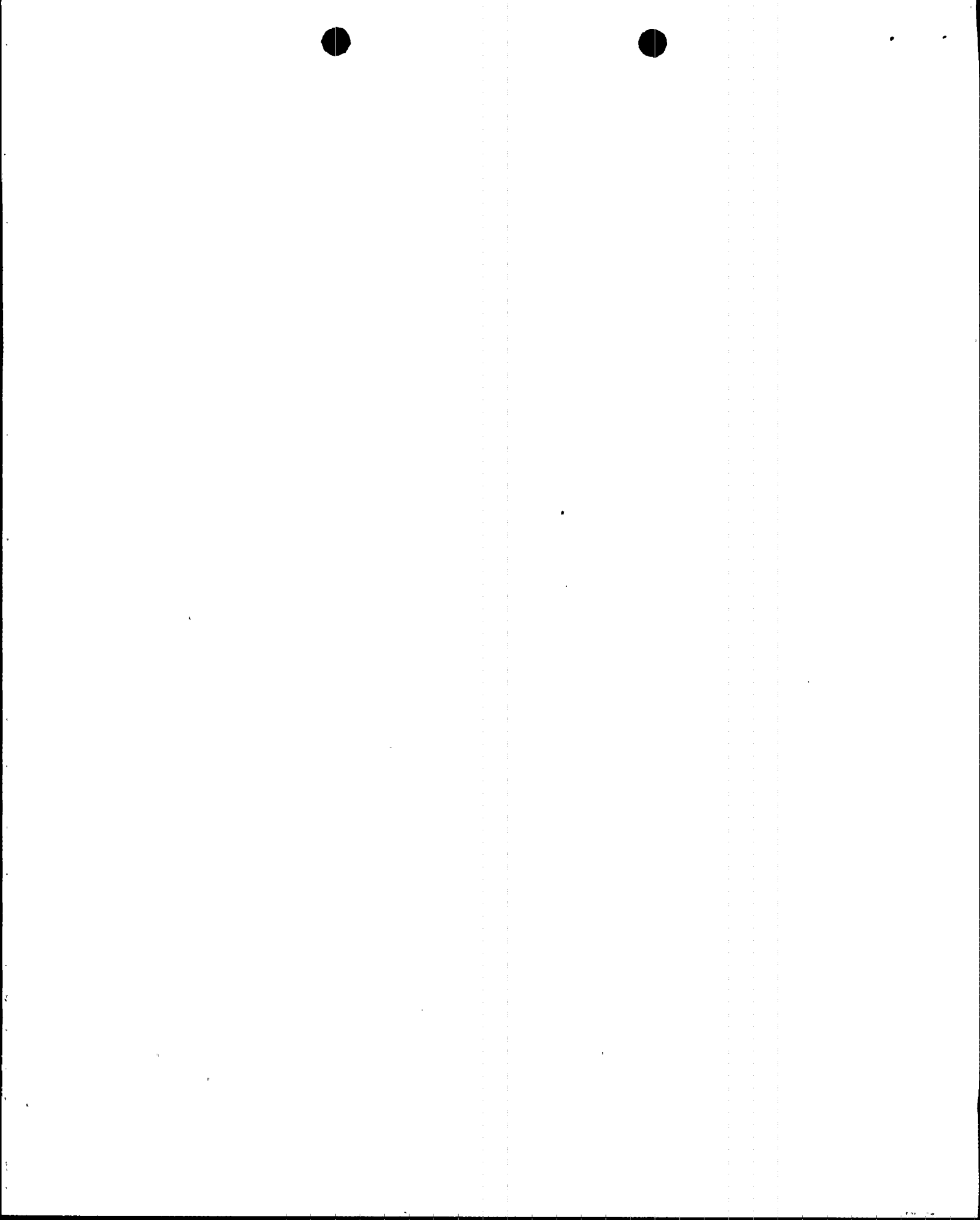
(a) By supplying Plaintiff with steam generators for Turkey Point Units 3 and 4 which were:

1. not free from defects in workmanship and material; and
2. not suitable or fit for the use intended

(b) By failing to promptly or successfully correct the defects in the steam generators for Turkey Point Units 3 and 4 without cost to FPL.

22. FPL furnished Westinghouse reasonable, timely and adequate notice of the above-described breaches of the express warranties and other provisions of the Contract.

23. As a direct result of Westinghouse's breaches of such express warranties, Plaintiff has been and continues to be required to make major repairs, revisions and inspections of the Plant Equip-



ment furnished by Westinghouse, to take Turkey Point Units 3 and 4 out of operation for extended periods of time for repair, revision and inspection, to produce substitute power at its other facilities and to purchase substitute power from other sources at much greater costs than it could produce power from Turkey Point Units 3 and 4. As a direct result of the foregoing, Plaintiff has suffered and will continue to suffer substantial damages, the exact amount of which is still undetermined.

### COUNT III

24. Plaintiff incorporates by reference and realleges Paragraphs 1 through 13 above.

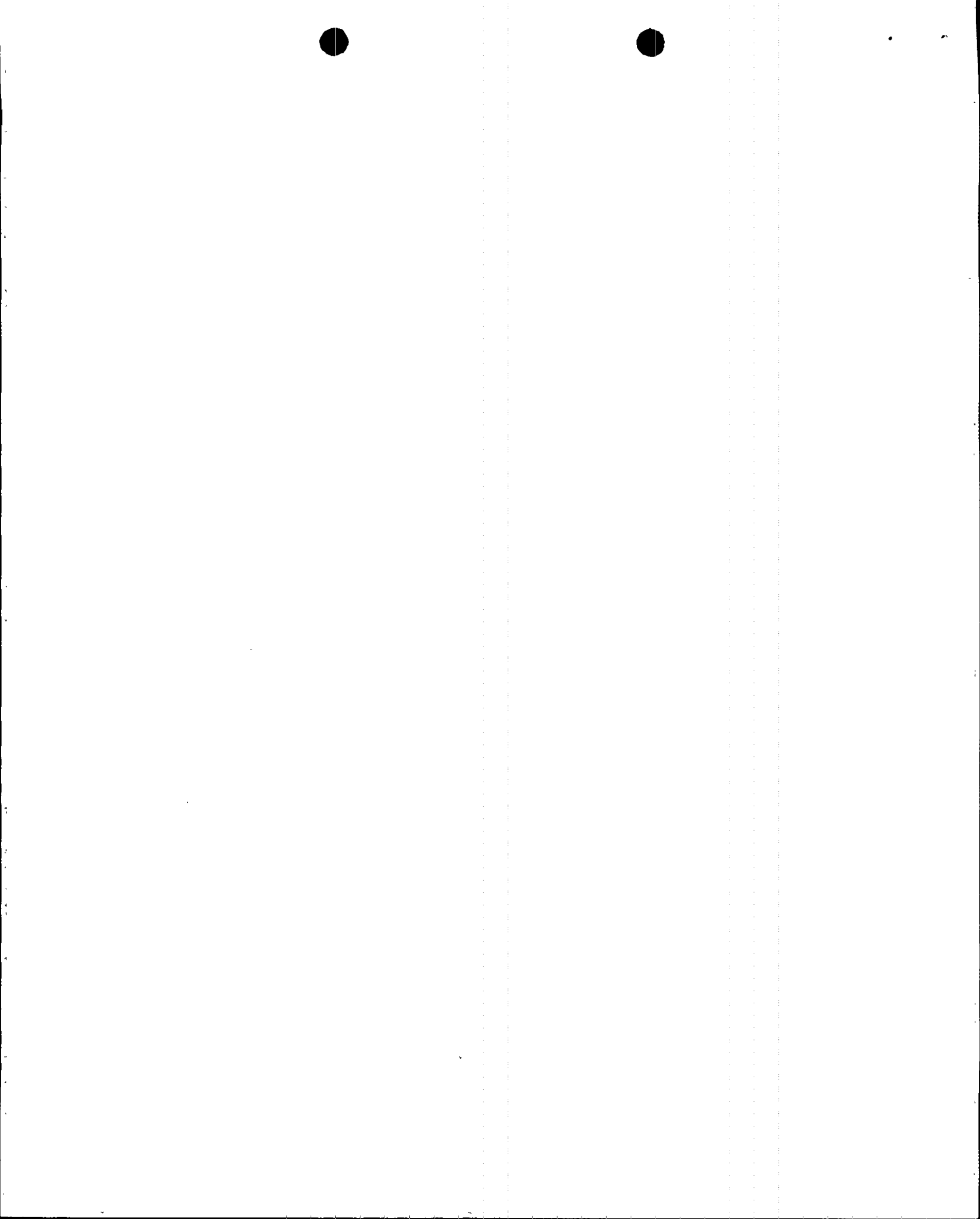
25. Westinghouse is and was at the time of the Contract in the business of designing, manufacturing, selling, installing and furnishing nuclear steam supply systems, auxiliary equipment and auxiliary systems, including steam generators.

26. Westinghouse impliedly warranted that the steam generators designed, manufactured, furnished and sold by it to FPL pursuant to the Contract were of merchantable quality and that they were free from defects.

27. Westinghouse breached the above-described implied warranties by supplying Plaintiff steam generators pursuant to the Contract which were not of merchantable quality, and were not fit for the production of steam and which contained defects in the design, materials and workmanship.

28. FPL furnished Westinghouse reasonable, timely and adequate notice of the above-described breaches of Westinghouse's implied warranty of merchantability.

29. As a direct result of Westinghouse's breaches of such implied warranties, FPL has been and continues to be required to make major repairs, revisions and inspections of the Plant Equipment furnished by Westinghouse, to take Turkey Point Units 3 and 4 out of operation for extended periods of time for repair, revision and inspection, to produce substitute power at its other facilities and to purchase substitute power from other sources at much greater cost than it could produce power from Turkey Point





Units 3 and 4. As a direct result of the foregoing, FPL has suffered and will continue to suffer substantial damages, the exact amount of which is still undetermined.

COUNT IV

30. Plaintiff incorporates by reference and realleges Paragraphs 1 through 13 above.

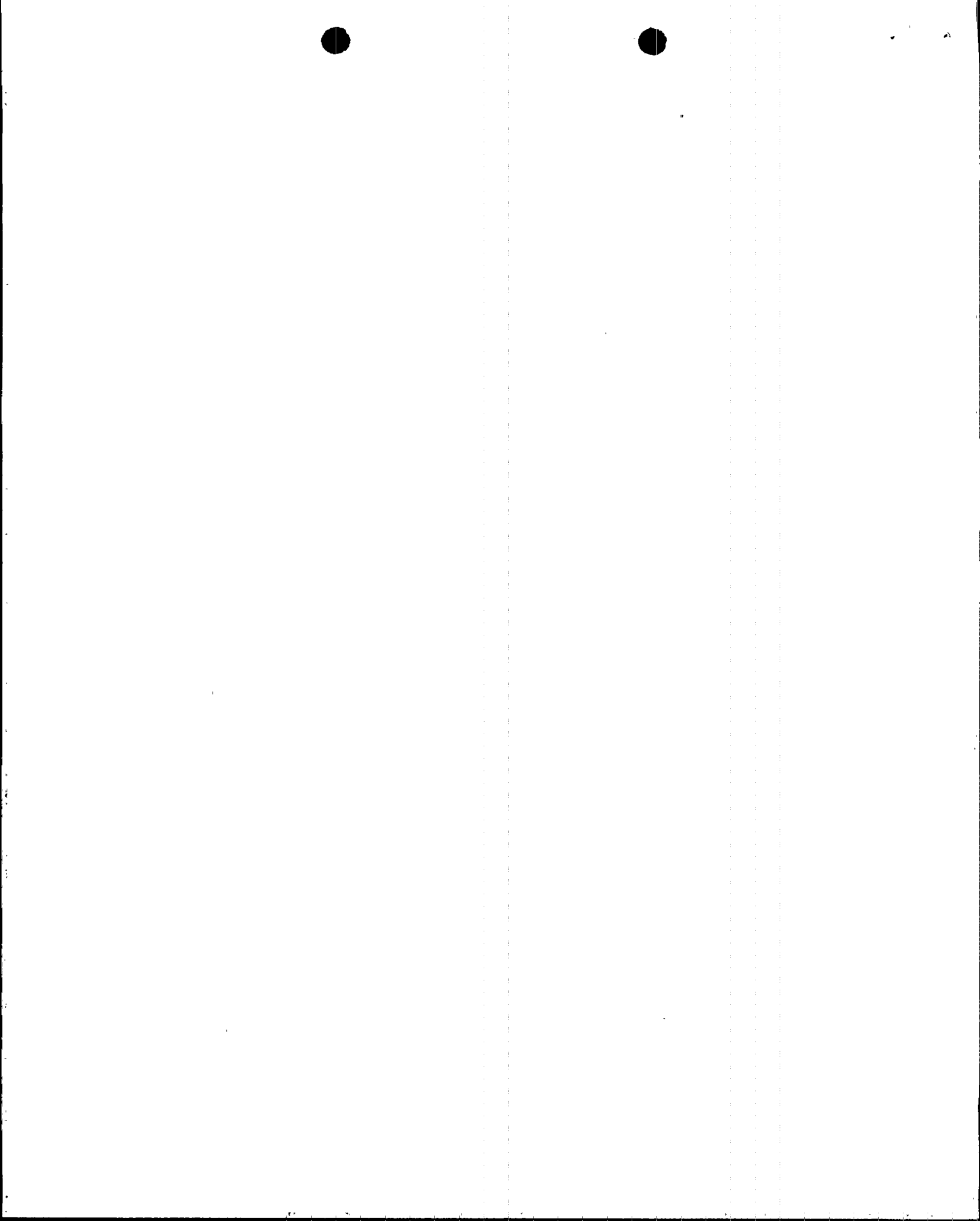
31. At the time Westinghouse entered into the Contract with FPL, it knew that the Plant Equipment it was contracting to supply to Plaintiff was intended to be included in Turkey Point Units 3 and 4, and that Plaintiff was relying on Defendant's skill and judgment to supply Plant Equipment fit for the aforementioned purposes. Westinghouse impliedly warranted that the Plant Equipment it was to supply pursuant to the Contract would be fit for the aforementioned purposes.

32. Westinghouse breached such implied warranty by supplying Plant Equipment which was not fit for its intended purposes, was not fit for the production of steam and which contained defects in design, materials and workmanship.

33. As a direct result of Westinghouse's breach of such implied warranties, Plaintiff has been and continues to be required to make major repairs, revisions and inspections of the Plant Equipment furnished by Westinghouse, to take Turkey Point Units 3 and 4 out of operation for extended periods of time for repair, revision and inspection, to produce substitute power at its other facilities and to purchase substitute power from other sources at much greater cost than it could produce power from Turkey Point Units 3 and 4. As a direct result of the foregoing, FPL has suffered and will continue to suffer substantial damages, the exact amount of which is still undetermined.

COUNT V

34. Plaintiff incorporates by reference and realleges Paragraphs 1 through 13 above.



35. Defendant owed Plaintiff a duty to exercise reasonable care in the design, manufacture, and furnishing of the steam generators for Turkey Point Units 3 and 4 and in furnishing Plaintiff with operating instructions and assistance.

36. Defendant breached its duty to exercise reasonable care in the following particulars:

(a) The steam generators for Turkey Point Units 3 and 4 were negligently designed and manufactured such that certain tubes comprising an integral part leaked substantially, impairing their effectiveness;

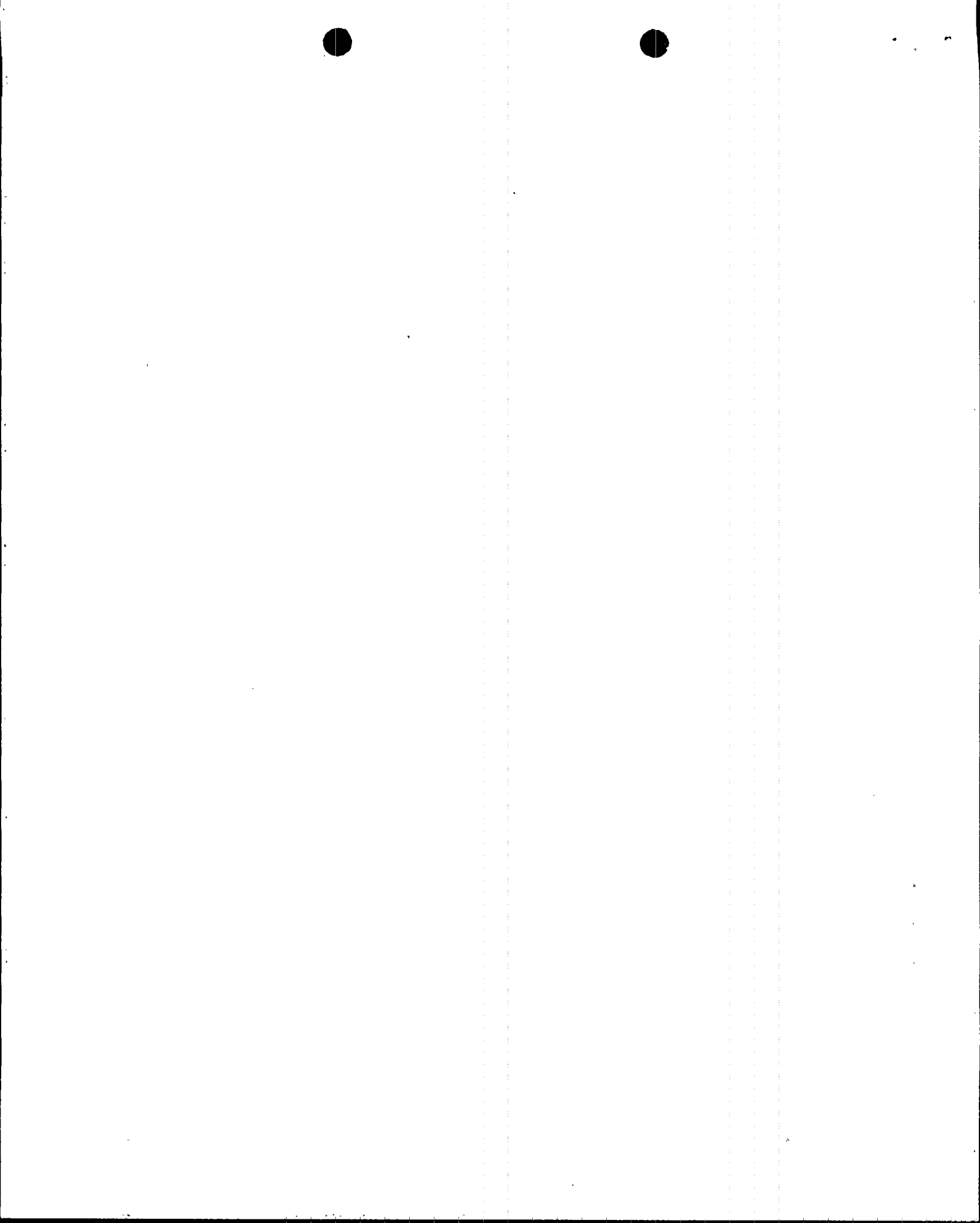
(b) The steam generators for Turkey Point Units 3 and 4 were negligently designed and manufactured with improper materials which were not corrosion resistant, causing the tubes and tube support plates to dent, partially close and crack.

(c) The steam generators for Turkey Point Units 3 and 4 were negligently designed and manufactured so as to facilitate corrosion which caused the tubes and tube support plates to dent, partially close and crack.

(d) The operating instructions provided by Defendant negligently specified the introduction of chemicals or substances into the liquid transported around the tubes which facilitated the corrosion of the tubes and tube support plates;

(e) Although Defendant was aware of similar problems with steam generators of the same type sold to other utility customers, Defendant failed to warn Plaintiff of the possibility or likelihood of such problems occurring in the steam generators for Turkey Point Units 3 and 4.

37. As a direct and proximate result of the Defendant's negligence, Plaintiff has been and continues to be required to make major repairs, revisions and inspections of the Plant Equipment, furnished by Westinghouse, to take Turkey Point Units 3 and 4 out of operation for extended periods of time for repair, revision and inspection, to produce substitute power at its other facilities and to purchase substitute power from other sources at much greater cost than it could produce power from the Turkey Point Units 3 and

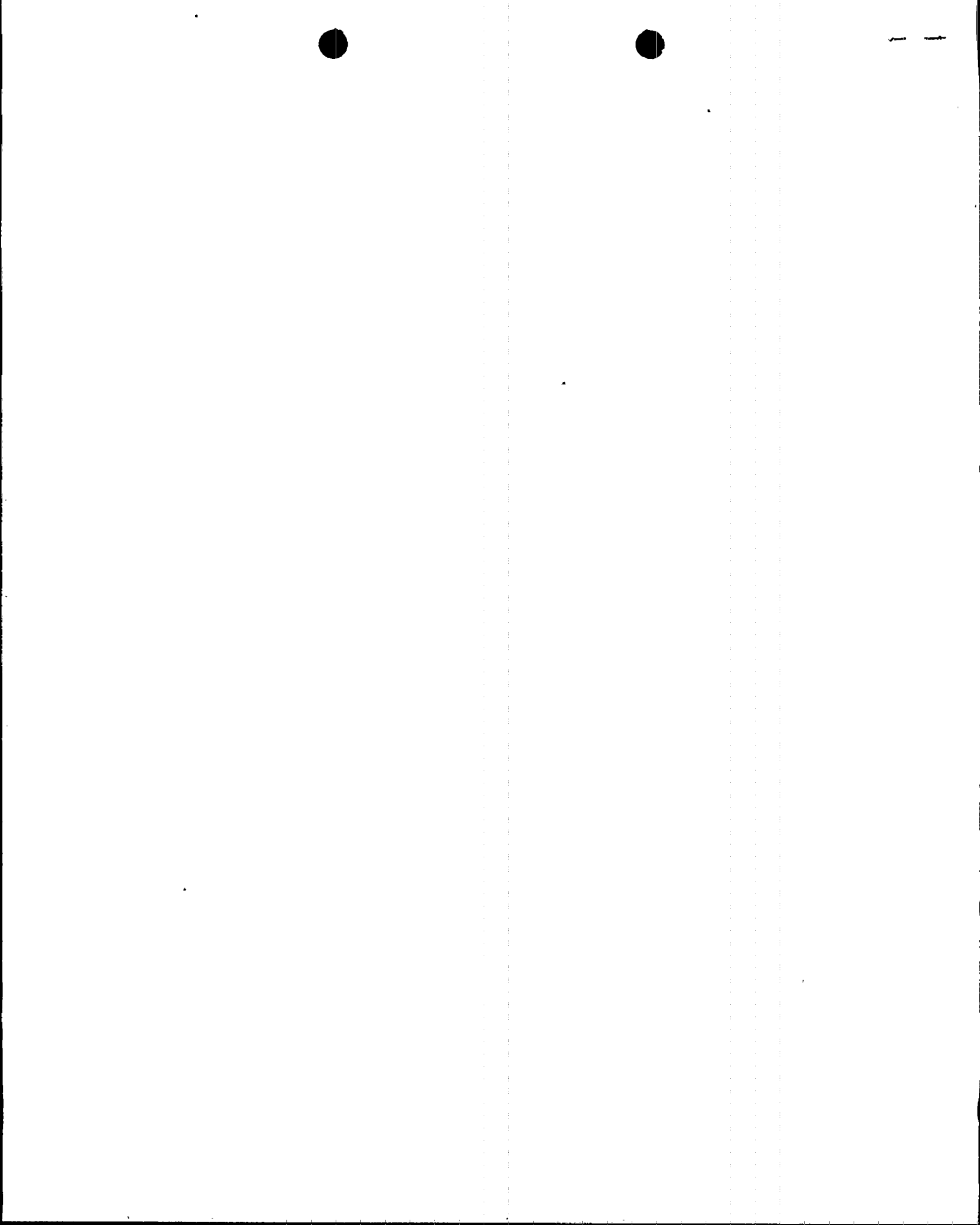


4. The foregoing has caused Plaintiff to suffer substantial and continuing damages, the exact amount of which is still undetermined.

WHEREFORE by reason of Counts I through V above, and each of them, Plaintiff demands judgment for damages in excess of ten thousand dollars (\$10,000.00), together with interest, costs, and further demands trial by jury.

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BY: Thomas E. Capps  
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Internal Distribution:

NRC Central  
OELD-FF (2)  
Shapar/Engelhardt  
Christenbury/Scinto  
Karman  
Goldberg/Chron (2)  
Moore  
Grotenhius - 316 Phil.

February 4, 1980

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In the Matter of  
Florida Power and Light Company  
(Turkey Point Nuclear Generating Unit Nos. 3 and 4)  
Docket Nos. 50-250 & 50-251

Dear Mr. Chonin:

Per your letter of January 22, 1980 and our subsequent telephone conversation, I have enclosed copies of the utility progress reports filed in connection with the Surry steam generator repair operation and Task Action Plans regarding Westinghouse, Combustion Engineering and Babcock & Wilcox steam generator tube integrity. I cannot recall being asked or promising to send these documents to Rusty Marshall as suggested in your letter.

The September 19, 1979 memorandum referenced in your letter is from W. S. Bivins and G. P. Turi, Hydraulic Engineering Section, to L. G. Hulman, Hydrology-Meteorology Branch, concerning their site visits to the Turkey Point and St. Lucie nuclear plants. Internal memoranda, such as this, are not routinely served on parties to an adjudication except through counsel. External correspondence relevant to this proceeding are and will continue to be served on all parties.

Sincerely yours,

Steven C. Goldberg  
Counsel for NRC Staff.

Enclosures: As stated

cc w/enc.: Harold F. Reis, Esq.

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SURNAME	SCGoldberg:ea	MKarman				
DATE	2/4/80	2/4/80				

