

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

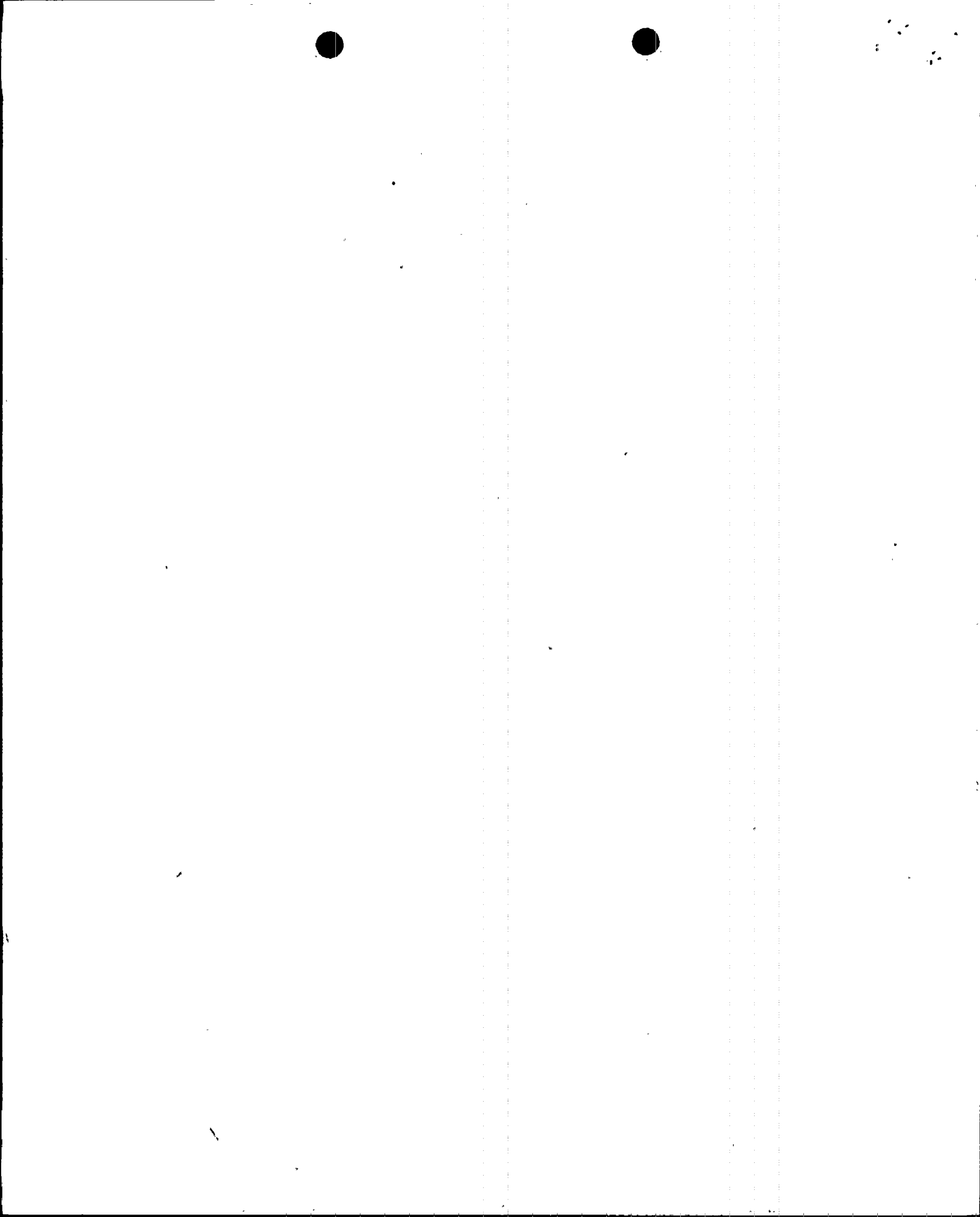
BEFORE THE ATOMIC SAFETY AND LICENSING BOARD

In the Matter of)	Docket Nos. 50-250-SP
)	50-251-SP
FLORIDA POWER & LIGHT COMPANY)	
(Turkey Point Nuclear)	(Proposed Amendments to
Generating Units Nos. 3)	Facility Operating License
and 4))	to Permit Steam Generator
)	Repairs)

AFFIDAVIT OF H. D. MANTZ

My name is H. D. Mantz. My business address is 9250 West Flagler Street, Miami, Florida 33152. I am employed by Florida Power and Light Company (FPL). Among my other duties, I am Project Manager for the Turkey Point steam generator repairs.

The purpose of this affidavit is to address the economic and related costs of a stay of the Turkey Point steam generator repairs. For the purpose of evaluation, stays beginning July 15, 1981 and lasting two and a half months and seven months were postulated. The postulated 2-1/2 month stay was selected upon the basis of numbered statements 15 and 16 appearing in the Intervenor's Application for Stay of Final Order (June 27, 1981). The postulated 7 month stay was selected based upon an estimate by counsel of the possible duration of the appeal process within the Nuclear Regulatory Commission. Economic and related costs might be substantially different if



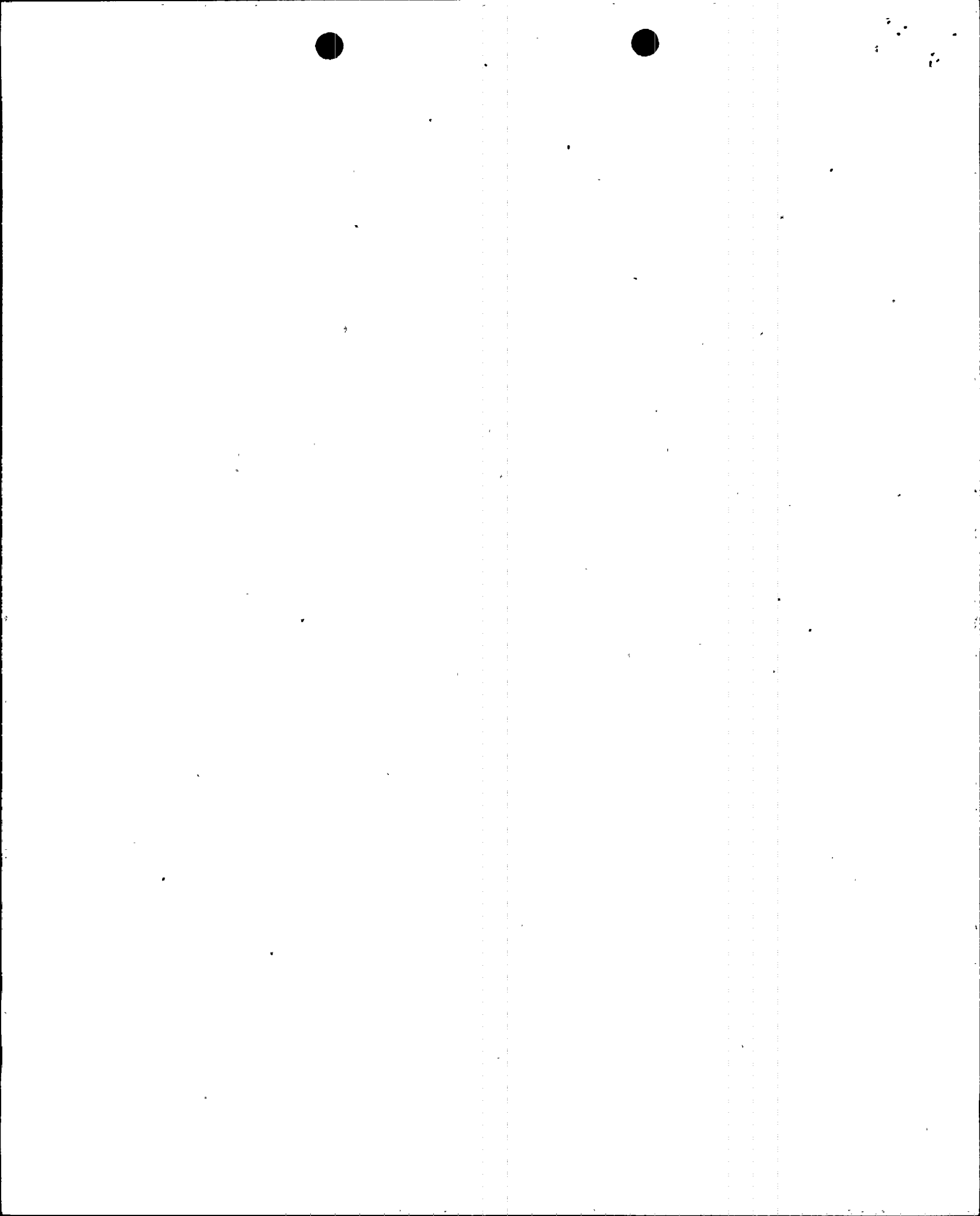
other stay periods should be postulated. However, any stay would involve very substantial costs.

There are several different types of consequences which would result upon the issuance of a stay. These include impacts upon the schedule of the repairs, impacts upon replacement power costs, impacts upon the work force, and impacts upon costs of construction. Each of these will be discussed separately below.

A. Impacts Upon the Schedule.

In a letter dated June 3, 1980, from Robert E. Uhrig to Darrel G. Eisenhut, FPL stated that it had "decided to commence the repair of Turkey Point Unit 4 steam generators in October, 1981." As explained in the letter from Norman A. Coll to the Atomic Safety and Licensing Board (February 13, 1981), this commencement date for the repairs was selected primarily for the purpose of enabling FPL to avoid performing the repairs during the summer peak load months.

However, as stated in the letter from Norman A. Coll to the Atomic Safety and Licensing Board (June 12, 1981), Turkey Point Unit No. 3 is presently experiencing an unplanned repair outage due to the failure of an electrical generator. It is expected that the electrical generator repair will be completed by approximately January 15, 1982, and that Unit 3 could be operational at full power two weeks later. In order to minimize the total outage time for Unit 3 as well as the resultant

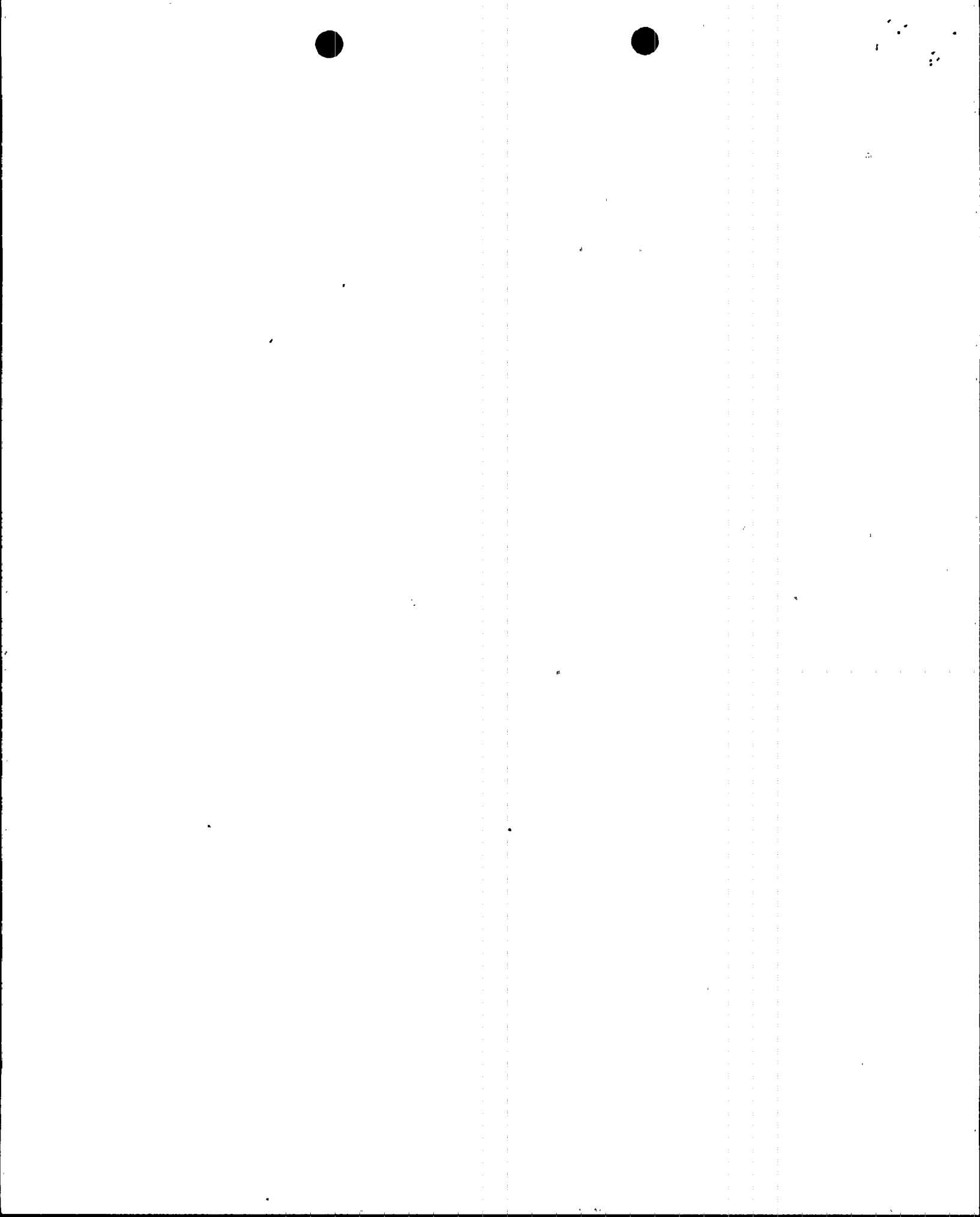


replacement power costs, FPL has decided to perform the steam generator repairs for Unit 3 concurrently with the outage caused by the electrical generator failure. In fact, FPL began the steam generator repairs to Unit 3 immediately following receipt of the license amendments of June 24, 1981, authorizing such repairs for both Unit 3 and Unit 4.

Absent a stay, FPL expects the steam generator repair of Unit 3 to be completed and the unit to be ready for full-power operation by approximately April 15, 1981. FPL plans to begin the steam generator repairs on Unit 4 in October 1982 and to complete those repairs in July 1983, barring any unforeseen circumstances.

If a stay of 2-1/2 months is granted, FPL would recommence the repair of Unit 3 upon lifting of the stay. In this case, the steam generator repairs for Unit 3 would be completed by approximately July 15, 1982, or three months after the currently expected completion date of April 15, 1981 for Unit 3. This delay is premised upon a day-for-day delay corresponding to the length of the stay, plus two weeks for training and remobilization. See Section C, *infra*.

If a stay of 7 months is granted, the repair to the electrical generator would be completed and Unit 3 would be returned to operation before the stay is lifted. In this case, FPL would not be able to take advantage of the current outage of Unit 3 for the purpose of performing the steam generator repairs of Unit 3. Consequently, FPL would perform the repair of Unit 4



beginning in October 1982 and defer the repair of Unit 3 until October 1983. As stated previously, beginning the repairs in October would enable FPL to avoid performing the repairs in the summer peak load months.

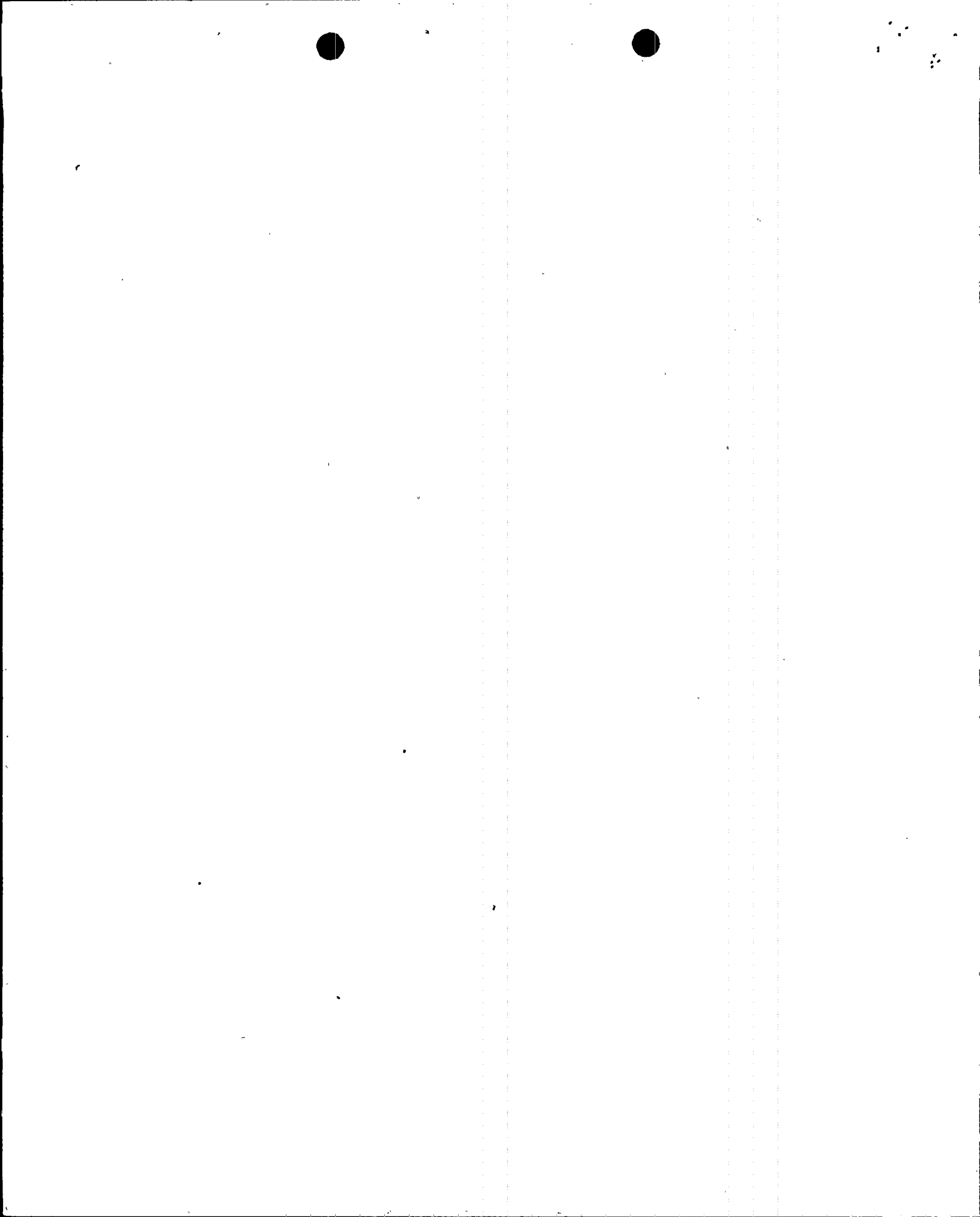
B. Impact Upon Replacement Power Costs.

Either a 2-1/2 month stay or a 7 month stay would result in an additional replacement power cost to FPL, since the total outage time for Unit 3 would be greater than it would be without a stay. Based upon the schedules discussed previously, a 2-1/2 month stay would increase the total outage time of Unit 3 by 3 months. A 7 month stay would require that the repairs for Unit 3 be deferred until 1983-84 and not be performed during the present unplanned outage of Unit 3; would require an additional outage prior to the repairs of Unit 3 for steam generator inspection of Unit 3; and would result in escalated fuel replacement costs for the 1983-84 repair outage of Unit 3.

The replacement power costs associated with a 2-1/2 month stay and a 7 month stay have been calculated and show that a 2-1/2 month stay would result in an additional replacement power cost of \$62,000,000 and a 7 month stay would result in an additional replacement power cost of \$211,000,000.

C. Impacts Upon the Work Force.

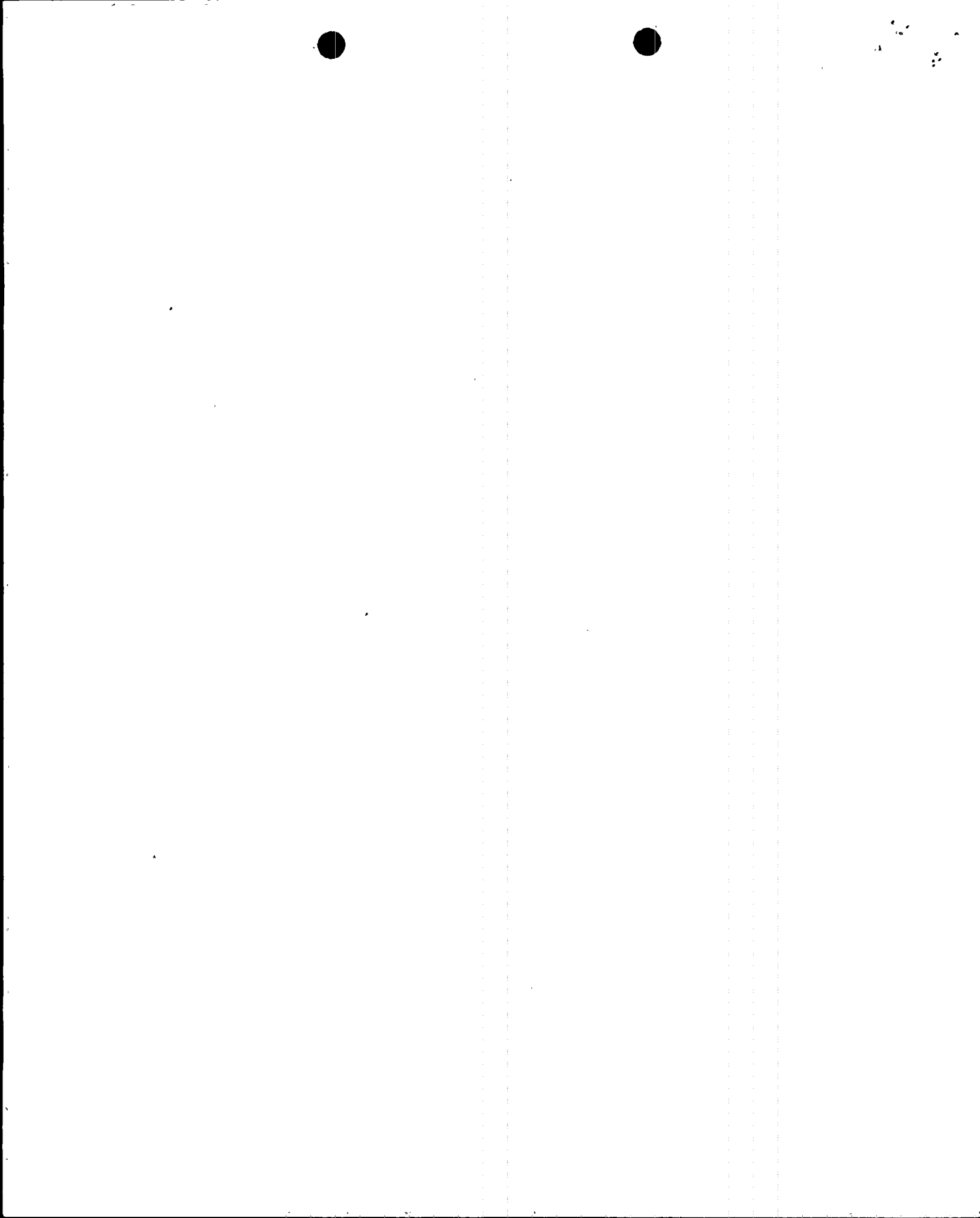
Immediately following receipt of the license amendments of June 24, 1981 authorizing the steam generator repairs, FPL



began the repair of Unit 3. If FPL is required to cease repair activities as a result of a stay, many personnel would be laid-off. A 2-1/2 month stay would necessitate layoff of approximately 400 persons, and a 7 month stay would necessitate layoff of approximately 450 persons. Those laid off would include craft personnel and contract health physics and security personnel. FPL is obligated by contract to pay relocation expenses under certain circumstances. In the event of a 2-1/2 month stay, there would be no relocation costs because no persons covered by the contract would be relocated. In the event of a 7 month stay, these expenses would amount to approximately \$2,400,000. Additionally, those individuals who are laid-off or transferred obviously would be impacted. Finally, it can be expected that, at least in part, different individuals will be hired after the stay is lifted, thereby requiring FPL to expend the additional time and expense of training the new personnel. The cost of this extra training is expected to be approximately \$554,000 for a 2-1/2 month stay. A larger cost of \$697,000 is expected for a 7 month stay, due to the larger reduction in the work force associated with a 7 month stay.

D. Impacts Upon Costs of Construction.

A stay of the steam generator repair would result in additional costs to FPL in the form of escalation of the costs of construction. The relevant costs of construction consist of



all construction costs not previously incurred by FPL, such as labor costs. It may be reasonably assumed that escalation of construction costs would not be less than 8% per year. For a 2-1/2 month stay, escalation costs would be \$545,000. For a 7 month stay, escalation costs would be approximately \$4,900,000.

E. Conclusion

Either a 2-1/2 month stay or a 7 month stay would have a severe impact upon the repair schedule, would cause a substantial increase in replacement power costs to FPL, would have an impact upon the work force presently on site, and would result in significant increases in costs of construction.

FURTHER AFFIANT SAYETH NOT.


H.D. Mantz

SWORN TO and SUBSCRIBED
before me this ____ day
of July, 1981.

Notary Public, State
of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 8 1984
GENERAL INS. UNDERWRITERS

