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July 31, 2000

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

Before the Commission

In the Matter of	)	
	)	
POWER AUTHORITY OF THE	)	
STATE OF NEW YORK and ENTERGY	)	
NUCLEAR INDIAN POINT 3 LLC	)	Docket Nos. 50-286-LT
and ENTERGY NUCLEAR	)	
OPERATIONS, INC.	)	
	)	
(Indian Point Nuclear Generating	)	
Unit No. 3)	)	

ANSWER OF POWER AUTHORITY OF THE STATE OF NEW YORK, ENTERGY NUCLEAR INDIAN POINT 3 LLC, AND ENTERGY NUCLEAR OPERATIONS, INC. TO MOTION FOR HEARING AND RIGHT TO INTERVENE OF UTILITY WORKERS UNION OF AMERICA, AFL-CIO, LOCAL 1-2

Pursuant to 10 C.F.R. § 2.1307(a), Applicants Entergy Nuclear Indian Point 3 LLC and Entergy Nuclear Operations, Inc. ("ENO") (collectively "Entergy Applicants") and the Power Authority of the State of New York ("the Authority") file this answer opposing the "Motion for Hearing and Right to Intervene" ("Union Mot.") filed by the Utility Workers Union of America, AFL-CIO, Local 1-2 ("Union") with the Commission on July 17, 2000.[1] The Union motion addresses only the license transfer of Indian Point Nuclear Generating Unit No. 3 ("IP3") and relates exclusively to the economic interests of its members through labor contract negotiations.. See Union Mot. at 1. The Entergy Applicants and the Authority (collectively "Applicants") submit that the Commission

[1] The Union's petition was served on both Entergy Applicants and the Authority by regular first class mail. See Union Mot. at 5 (Certificate of Service); 10 C.F.R. § 2.1314.

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should deny the Union's motion for hearing and right to intervene. The Union's asserted economic interests fall well outside the scope of the issues properly before the Commission on the pending license transfer application. Moreover, the three-page motion filed by the Union lacks the showing necessary to establish standing and is completely devoid of the basis with specificity required to establish an admissible issue under NRC's pleading requirements for litigable issues in Subpart M of 10 C.F.R. Part 2. See 10 C.F.R. §§ 2.1306 and 2.1308.

Other than requesting a hearing, the motion fails to specify any substantive relief it wants the Commission to order. Nor does the motion ever articulate what the Union is seeking in its labor contract negotiations. The reason is obvious: to articulate the requested relief (a new labor contract) would only highlight how far removed that relief is from the issues before the Commission on the pending IP3 license transfer application.

I. BACKGROUND

This proceeding concerns applications filed on May 11, 2000 and May 12, 2000 by Applicants to transfer the facility operating license for IP3 from the Authority to Entergy Nuclear Indian Point 3 LLC and ENO. This transfer is being undertaken by the Applicants pursuant to a Purchase and Sale Agreement between the Authority and Entergy Nuclear Indian Point 3 LLC and Entergy Nuclear FitzPatrick LLC. No physical changes or operational changes to IP3 are being proposed in the application. See 65 Fed. Reg. 39,954, 39,955 (2000).

Under Section 5.7 of the Purchase and Sale Agreement (Enclosure 4 to the license transfer application), the Entergy Applicants agreed to assume the terms and conditions of each of the collective bargaining agreements as they relate to employees of the

Authority transferring to the Entergy Applicants until the expiration date of such agreements. The Entergy Applicants also agreed to recognize each applicable existing union and local which represents transferring Authority employees as the exclusive collective bargaining representative of such employees in their job titles or related work responsibilities. The Entergy Applicants will credit all union employees transferring to Entergy with the seniority that they accrued while employed at the Authority. In addition, the Entergy Applicants agreed to provide the compensation, employee benefits, employee benefit plans and arrangements to each transferring union employee that are required under the collective bargaining agreement applicable to such employees.

The collective bargaining agreement between the Authority and the Union expired in January 2000. Nevertheless, public sector labor laws require the Authority to continue all the terms and conditions of an expired agreement until a successor agreement has been negotiated. Since such expiration, negotiating committees representing the Authority, the Union and occasionally the Entergy Applicants have negotiated over the terms of an agreement to extend the expired collective bargaining agreement between the Authority and the Union. Such negotiation sessions have been productive. When such an extension agreement has been reached by the Union, the Authority, and the Entergy Applicants, it will be assumed by the Entergy Applicants in accordance with the Purchase and Sale Agreement.

On June 28, 2000, the NRC published a "Notice of Consideration of Approval of Transfer of Facility Operating License and Conforming Amendment, and Opportunity for a Hearing" in the Federal Register concerning the IP3 license transfer application. 65 Fed. Reg. at 39,954. In its motion dated July 17, 2000, the Union requested that "a

hearing be established and that the Union be afforded the right to intervene in this proceeding in order to protect its interests and those of its members." Union Mot. at 3.

NRC license transfer proceedings are governed by the requirements in Subpart M of 10 C.F.R. Part 2. 10 C.F.R. § 2.1300; see also 65 Fed. Reg. at 39,955. To intervene as of right in a Subpart M NRC license transfer proceeding, a petitioner must demonstrate "standing" and must set forth at least one admissible contention or issue ("issue"). Niagara Mohawk Power Corp. (Nine Mile Point, Units 1 and 2), CLI-99-30, 50 NRC 333, 340 (1999). The Union's motion fails to meet either of these NRC requirements, and therefore the Union should be denied intervention.

II. THE UNION'S INTERESTS DO NOT CONSTITUTE STANDING UNDER THE ATOMIC ENERGY ACT

The Union's motion fails to demonstrate that it has standing under the Atomic Energy Act ("AEA"). To intervene as of right in an NRC license transfer proceeding, a petitioner must first demonstrate that it has standing. See AEA § 189a, 42 U.S.C. § 2239(a). For a petitioner to demonstrate standing in a Subpart M license transfer proceeding, the petitioner must:

(1) identify an interest in the proceeding by
   (a) alleging a concrete and particularized injury (actual or threatened) that
   (b) is fairly traceable to, and may be affected by, the challenged action (the grant of an application), and
   (c) is likely to be redressed by a favorable decision, and
   (d) lies arguably within the "zone of interests" protected by the governing statute(s).

(2) specify the facts pertaining to that interest.

GPU Nuclear, Inc. (Oyster Creek Nuclear Generating Station), CLI-00-06, slip op. at 2-3 (May 3, 2000); see also 10 C.F.R. §§ 2.1306 and 2.1308. An alleged injury that is "conjectural or hypothetical" cannot form the basis for standing under NRC regulations. International Uranium (USA) Corp. (White Mesa Uranium Mill), CLI-98-6, 47 NRC 116, 117 (1998).

An organization seeking representational standing must demonstrate that at least one of its members meets the requirements for standing, must identify that member by name and address, and must show (preferably by affidavit) that the organization is authorized by that member to request a hearing on his behalf. Oyster Creek, CLI-00-06, supra, slip op. at 3-4.

For the reasons discussed below, the Union's motion should be dismissed at the threshold because fails to meet the Commission's requirements standing.

A. The Union Fails to Identify Any Member Authorizing the Union to Request a Hearing

At the outset, the Union's motion is faulty because it fails to identify by name and address any members authorizing the Union to request a hearing on their behalf in the IP3 license transfer proceeding. The Union asserts that it "represents the interests of approximately 10,000 bargaining unit members who are employed by (a) Consolidated Edison ..., in electric, gas and steam operations, (b) the [Authority] at [IP3] and (c) several of the electric generating plant owners and operators who recently took control of plants formerly owned and operated by Con-Edison." Union Mot. at 1. Thus, the Union represents many employees, at many different power plants, in many different locations, owned by many different owners. The Union's, and its employees', interests therefore

range far beyond IP3. Contrary to the Commission's pleading requirements for representational standing, the Union fails to "identify [any] member by name and address, [or] show ... that the organization is authorized to request a hearing on behalf of that member." Oyster Creek, CLI-00-06, supra, slip op. at 3-4. Moreover, the Union fails to include any affidavits from its members. See id. at 4. Nor can it be assumed that the membership of such a wide-ranging organization would authorize its intervention in the license transfer proceeding for IP3. Without any individual identified, one cannot establish that an individual member has standing in his own right. Therefore, as a threshold matter, the Commission should reject the Union's motion because it fails to comply with the Commission's pleading requirements for representational standing.

B. The Union's Asserted Interests Regarding Labor Contracts Fail to Establish any Concrete and Particularized Injury-In-Fact

The Union's asserted interests fail to meet the NRC's test for standing because they fail to identify any particularized and concrete injury-in-fact to any member of the Union. The Union's only concern is with the negotiation of a new labor contract with the Applicants. To this end, the Union alleges that attempts to renegotiate labor contracts with Applicants "have been on-going since the latter part of 1999 and have yet to produce substantive movement ... The outlook for resolution ... is dim as management appears to have abandoned good faith bargaining."[2] However, the Union fails to identify any single instance in which a Union member's employment benefits will be reduced under the renegotiated labor contract.

[2] The Union fails to provide any facts whatsoever to justify its unsupported assertion regarding "good faith bargaining." See Union Mot. at 2.

The Union instead speculates that the mere fact that contract renegotiation is not complete, and the unsupported allegation regarding "good faith bargaining," means that employees will necessarily be less well off under a renegotiated contract than under their current contract. Such speculation and conjecture about possible future events does not meet the Commission's test for standing, as articulated in Oyster Creek. See Oyster Creek, CLI-00-06, supra, slip op. at 3.

C. The Union's Inferences of Potential Operating Environments are Too Conjectural to Establish Standing

The Union's generalized attempt to connect its members' labor contract negotiations to a generalized concern about the operating environment at the nuclear power plant is similarly insufficient to establish standing. The Union simply asserts that approval of the license transfer without successful renegotiation of its member's labor contracts "may result in an unstable operating environment at IP3." Union Mot. at 2. However, the Union fails to further explain or provide any basis for this assertion, rendering it nothing more than the type of hypothetical conjecture and speculation that is insufficient to establish standing. There is no definition or description of an "unstable operating environment," nor is there any explanation to show that any of the Union's members would be injured by such an environment. Moreover, the Union only speculates that this alleged environment "may" occur; it also may not. See id. (emphasis added). Thus, the Union's unsubstantiated allegations fall well short of the Commission's requirements for a "concrete and particularized injury" that is not "conjectural or hypothetical." See White Mesa, CLI-98-6, supra, 47 NRC at 117.

D. The Union's Asserted Employment Benefit Interests are Outside the "Zone of Interests" of the Atomic Energy Act

In order to establish standing under NRC regulations and case law, the petitioner must demonstrate that its asserted injury "is arguably within the zone of interests protected or regulated by the [Atomic Energy Act]." Quivira Mining Co. (Ambrosia Lake Facility, Grants, New Mexico), CLI-98-11, 48 NRC 1, 8 (1998); see also Oyster Creek, CLI-00-06, supra, slip op. at 3. The Union has failed to make that showing.

The "zone of interests" that the Atomic Energy Act protects and regulates does not include employment benefits. The Union seeks to "resol[ve] ... labor issues" and "achieve a new labor contract" for its members through this license transfer proceeding. See Union Mot. at 2. The employment benefits that the Union seeks to protect are purely economic interests, ones that fall outside the "zone of interests" that the Atomic Energy Act protects and regulates. See Quivira, CLI-98-11, supra, 48 NRC at 10-11.[3] As the Commission held in a previous case, "[m]erely because one may be injured by a particular agency action, then, 'does not necessarily mean one is within the zone of *interests to be protected by a given statute*.'" Quivira, CLI-98-11, supra, 48 NRC at 11 (emphasis in original). Because the Union's asserted interests are outside of the "zone of interests" protected and regulated by the Atomic Energy Act, the Commission should dismiss the Union's motion for lack of standing.

[3] One exception to this rule is where a person owns an NRC-licensed facility. North Atlantic Energy Service Corp. (Seabrook Station, Unit 1), CLI-99-27, 50 NRC 257, 263 (1999). However, neither the Union nor its members are co-owners of IP3, and have no property interest in the plants.

E. The Union Fails to Establish the Redressability of its Alleged Injury

The Union's petition does not address the requirement that its alleged injury would be redressable by a "favorable decision". Denial of the application would do nothing to advance the Union's position. As set forth above, the Entergy Applicants agreed in the Purchase and Sale Agreement to assume the terms and conditions of the collective bargaining agreements. If the application were to be denied and the Authority were to continue to own and operate IP3, the Union would be in no better position than they are now.

III. THE UNION'S ISSUES FAIL TO MEET NRC PLEADING REQUIREMENTS

The Union's motion fails to set forth at least one admissible issue as required by the Commission's rules for license transfer proceedings. See 10 C.F.R. § 2.1306. To demonstrate that issues are admissible under Subpart M, a petitioner must:

(1) set forth the issues (factual and/or legal) that petitioner seeks to raise,

(2) demonstrate that those issues fall within the scope of the proceeding,

(3) demonstrate that those issues are relevant and material to the findings necessary to a grant of the license transfer application,

(4) show that a genuine dispute exists with the applicant regarding the issues, and

(5) provide a concise statement of the alleged facts or expert opinions supporting petitioner's position on such issues, together with references to the sources and documents on which petitioner intends to rely.

Oyster Creek, CLI-00-06, supra, slip op. at 6-7; 10 C.F.R. §§ 2.1306 and 2.1308. Failure of an issue to comply with any one of these requirements is grounds for dismissing the

issue.[4] Each issue proposed by the Union fails to comply with at least one of the Commission's requirements for an admissible issue, and therefore all should be rejected.

The Union identifies two issues to be considered for admission in a hearing before the Commission. See Union Mot. at 2. The two issues raised in the Union's motion are:

(1) Failure to renegotiate the Union's labor contract to the Union's satisfaction. Union Mot. at 2 (paragraph 4).

(2) Lack of a reasonable and appropriate Union labor contract may result in an unstable operating environment at IP3. Union Mot. at 2 (paragraph 5).

Neither of these two issues is admissible under the Commission's rules for license transfer proceedings.

A. Issue One– Failure to Renegotiate Union's Labor Contract to Union's Satisfaction

The Union's first proposed issue, failure to renegotiate the Union's labor contract to the Union's satisfaction, is inadmissible because it attempts to raise concerns that fall outside the scope of this license transfer proceeding, it fails to demonstrate any relevance to the findings necessary to a grant of the license transfer application, and its concerns are too vague and unparticularized to form a litigable issue. In its entirety, the Union's first proposed issue states:

> The Union is presently in labor contract negotiation with both [the Authority] and ENO. These negotiations have been on-going since the latter part of 1999 and have yet to produce substantive movement on the part of [the Authority] or ENO to resolve the outstanding labor issues. The outlook for resolution of the outstanding labor issues is dim as management appears to have abandoned good faith bargaining. The resolution of these labor issues at IP3 is necessary to achieve a new labor

[4] See 65 Fed. Reg. at 39,955 ("requests [for a hearing] must comply with the requirements set forth in 10 CFR 2.1306"); 10 C.F.R. § 2.1306(b).

> contract that would ensure a smooth transition of IP3 to its proposed new owner.

Union Mot. at 2. In summary, the Union's first proposed issue states that renegotiation of the Union's labor contract has yet to be completed, and "[t]he resolution of ... labor issues at IP3 is necessary to achieve a new labor contract ...." Id. The Union fails to allege any NRC requirements that are, or may be, violated by Applicants actions, and instead is requesting the Commission's aid in resolving labor issues and renegotiating a new labor contract. There are three reasons why the Commission should reject the Union's first proposed issue regarding renegotiation of the Union's labor contract.

First, this issue should be rejected because it is outside the scope of this proceeding. In order to be admissible in a license transfer proceeding, an issue must "fall within the scope of the proceeding." Oyster Creek, CLI-00-06, supra, slip op. at 6; see also 10 C.F.R. §§ 2.1306(b)(2)(i) and 2.1308(a)(4)(i). The tests for approval of a license transfer application are whether: "(1) the proposed transferee is qualified to hold the license and (2) the transfer is otherwise consistent with law, regulations and Commission orders." Oyster Creek, CLI-00-06, supra, slip op. at 1; 10 C.F.R. § 50.80. The "resolution of ... labor issues" and renegotiation of "a new labor contract" with Union employees in no way implicate the Entergy Applicants' qualifications to hold a license, or otherwise allege any inconsistencies with the Commission's regulations. See 10 C.F.R. § 50.80. Litigation of Union employment benefit issues and renegotiating labor contracts are simply outside of the issues before the Commission in a license transfer proceeding.

Second, this issue is also irrelevant to the findings necessary to a grant of the license transfer application. In order to be admissible in a license transfer proceeding, an issue must be "relevant and material to the findings necessary to a grant of the license transfer application." Oyster Creek, CLI-00-06, supra, slip op. at 6; see also 10 C.F.R. §§ 2.1306(b)(2)(ii) and 2.1308(a)(4)(ii). While NRC regulations require operating license applicants (and prospective license transferees, 10 C.F.R. § 50.80(b)) to submit plant personnel qualifications requirements, they do not require Applicants to have executed, or renegotiated, collective bargaining agreements with the Union. See 10 C.F.R. § 50.34(b)(6)(i). The Union ignores the fact that the Commission has specific regulatory requirements, and that IP3 has technical specifications that govern employee staffing and training. See, e.g., 10 C.F.R. § 50.54(m); IP3 Technical Specifications ("Tech Specs") §§ 6.2.1, "Facility Management and Technical Support"; 6.2.2, "Plant Staff"; 6.3, ""Plant Staff Qualifications"; and 6.4, "Training". Applicants are required by law to comply with the Commission's staffing requirements in 10 C.F.R. § 50.54(m) as well as the technical specifications that are part of the IP3 operating licenses. The Union has failed to challenge Applicants' compliance with the relevant staffing requirements. Moreover, the Commission has determined that, so long as the aforementioned requirements are complied, licensees are permitted to make employment decisions with regard to the size and makeup of the plant staff. Oyster Creek, CLI-00-06, supra, slip op. at 22-23, 34.

Third, this issue should be rejected because its concerns are too vague and unparticularized to form a litigable issue. In order to be admissible in a license transfer proceeding, the petition must "provide a concise statement of the alleged facts or expert opinions supporting petitioner's position on such issues, together with references to the

sources and documents on which petitioner intends to rely." Oyster Creek, CLI-00-06, supra, slip op. at 6-7; see also 10 C.F.R. §§ 2.1306(b)(2)(iii), (iv) and 2.1308(a)(4)(iv). The Union's entire statement of its first issue is limited to one four-sentence paragraph. See Union Mot. at 2. This paragraph includes no statement of "facts," "expert opinions," or any "references to the sources and documents" on which the Union intends to rely. See id. The first issue is utterly devoid of factual basis required to establish an admissible issue under the NRC's pleading requirements.

The Commission has established that it "will not accept 'the filing of a vague, unparticularized' issue ..." for litigation in a Subpart M proceeding. Oyster Creek, CLI-00-06, supra, slip op. at 7. Long-standing NRC case law establishes that to be admissible an issue must put the other parties "sufficiently ... on notice so that they will know at least generally what they will have to defend against or oppose." Philadelphia Electric Co. (Peach Bottom Atomic Power Station, Units 2 and 3), ALAB-216, 8 AEC 13, 20 (1974). The Union's vague, unparticularized concerns about employee "labor issues," "negotiations," and "a new labor contract," connected to no NRC requirements, do not put Applicants on notice at to what would be litigated. The Union's first proposed issue must therefore be rejected.

B. Issue Two– Lack of a Reasonable Union Labor Contract May Result in an Unstable Operating Environment

The Union's second proposed issue is inadmissible because it too attempts to raise concerns outside the scope of this proceeding, fails to demonstrate any relevance to the findings necessary for a license, and it is too vague and speculative to form a litigable issue. In its entirety, the Union's second proposed issue states:

> The Union believes that a hearing in this proceeding is appropriate because approval of a license transfer without a reasonable and appropriate labor contract for the employees who operate IP3 may result in an unstable operating environment at IP3.

Union Mot. at 2. The Union fails to allege any NRC requirements that are, or may be, violated by Applicants' actions, and instead speculates about some generalized connection between a renegotiated Union labor contract and an "operating environment" at IP3. There are three reasons why the Commission should reject the Union's second proposed regarding an "unstable operating environment" at IP3.

First, this issue should be rejected because it, like the first issue, is outside the scope of this proceeding. Contrary to the Commission's regulations, the Union's desire to litigate "a reasonable and appropriate labor contract for the employees who operate IP3 ...," id., amounts to a bald attempt to expand the scope of this license transfer proceeding. See Oyster Creek, CLI-00-06, supra, slip op. at 6; see also 10 C.F.R. §§ 2.1306(b)(2)(i) and 2.1308(a)(4)(i). The renegotiation of "a reasonable and appropriate labor contract" with Union employees in no way implicates the Entergy Applicants' qualifications to hold a license, or otherwise alleges any inconsistencies with the Commission's requirements for a license transfer. See 10 C.F.R. § 50.80.

Second, this issue is irrelevant to the findings necessary to a grant of the license transfer application. In order to be admissible in a license transfer proceeding, an issue must be "relevant and material to the findings necessary to a grant of the license transfer application." Oyster Creek, CLI-00-06, supra, slip op. at 6; see also 10 C.F.R. §§ 2.1306(b)(2)(ii) and 2.1308(a)(4)(ii). As stated earlier, the tests for approval of a license transfer application are whether: "(1) the proposed transferee is qualified to hold the

license and (2) the transfer is otherwise consistent with law, regulations and Commission orders." Oyster Creek, CLI-00-06, supra, slip op. at 1; 10 C.F.R. § 50.80. The Union fails to allege any regulatory violations and fails to assert that the Applicants' application is inadequate under the Commission's regulations. Moreover, the Union fails to identify any requirement (nor does one exist) predicated on demonstrating a "[]stable operating environment." See 10 C.F.R. § 50.80.

Third, this issue raises concerns which are too vague and speculative to establish a litigable issue. Like the first proposed issue, the Union's second proposed issue, comprised of only one sentence, fails to provide any statement of "facts," "expert opinions," or any "references to the sources and documents" on which the Union intends to rely. See Oyster Creek, CLI-00-06, supra, slip op. at 6-7; see also 10 C.F.R. §§ 2.1306(b)(2)(iii), (iv) and 2.1308(a)(4)(iv).

The Commission has established that it "will not accept 'the filing of a vague, unparticularized' issue ..." for litigation in a Subpart M proceeding. Oyster Creek, CLI-00-06, supra, slip op. at 7. Nor will the Commission admit an issue based on mere speculation. See Private Fuel Storage, L.L.C. (Independent Spent Fuel Storage Installation), LBP-98-7, 47 NRC 142,180 (1998). The Union's allegations regarding an "unstable operating environment" are pure conjecture. The Union provides no explanation whatsoever as to what is an "unstable operating environment" or what regulation requirement, if any, such an environment would contravene. See Union Mot. at 2. The vague, unparticularized three-word term "unstable operating environment" is all that the Union provides. Id. Furthermore, the Union does not assert that such an environment exists or is likely to exist at IP3. Id. Rather, the Union simply speculates

that such an environment "may result" from a failure to renegotiate its Union labor contact. Id.

Moreover, the complete lack of a description, definition, or discussion of the Union's speculative "unstable operating environment," connected to no NRC requirement, fails to notify the Applicants of the precise charges leveled against them and leaves them unable to prepare an adequate defense. It is well established that to be admissible an issue must put the other parties "sufficiently ... on notice so that they will know at least generally what they will have to defend against or oppose." Peach Bottom, ALAB-216, supra, 8 AEC at 20.

In sum, the Union's second proposed issue must be rejected. Its sweeping generalization speculating about an "unstable operating environment at IP3" is precisely the type of "[g]eneral assertion[] or conclusion[] [that] will not suffice" for an admissible issue in a Subpart M proceeding. See Oyster Creek, CLI-00-06, supra, slip op. at 7.

IV. CONCLUSION

For the foregoing reasons, Applicants respectfully request the Commission to deny the Union's motion for hearing and right to intervene.

Respectfully submitted,

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Counsel for Power Authority of the State of New York

Dated: July 31, 2000

July 31, 2000

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

Before the Commission

In the Matter of	)	
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POWER AUTHORITY OF THE	)	
STATE OF NEW YORK and ENTERGY	)	
NUCLEAR INDIAN POINT 3 LLC	)	
and ENTERGY NUCLEAR	)	Docket Nos. 50-286-LT
OPERATIONS, INC.	)	
	)	
(Indian Point Nuclear Generating	)	
Unit No. 3)	)	

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing "ANSWER OF POWER AUTHORITY OF THE STATE OF NEW YORK, ENTERGY NUCLEAR INDIAN POINT 3 LLC, AND ENTERGY NUCLEAR OPERATIONS, INC. TO MOTION FOR HEARING AND RIGHT TO INTERVENE OF UTILITY WORKERS UNION OF AMERICA, AFL-CIO, LOCAL 1-2" were served on the persons listed below by electronic mail, this 31st day of July, 2000.

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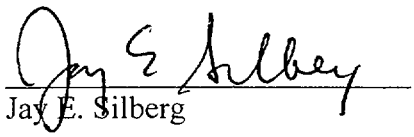

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