



ENTERGY

Entergy Operations, Inc.

P.O. Box 8

Kilgus, LA 70066

Tel 504 739 6774

R. F. Burski

Director

Nuclear Safety

Waterford 3

W3F1-91-0045

A4.05

QA

March 19, 1991

U.S. Nuclear Regulatory Commission
ATTN: Document Control Desk
Washington, D.C. 20555

Subject: Waterford 3 SES
Docket No. 50-382
License No. NPF-38
10CFR Part 50.54(w)(3)
Conditions of Licenses, Property Insurance

Gentlemen:

With respect to onsite property damage insurance, the subject NRC requirement states that:

"The licensee shall report to the NRC on April 1 of each year the current levels of this insurance or financial security it maintains and the sources of this insurance of financial security."

Attached is documentation from Nuclear Mutual Limited (NML), American Nuclear Insurers (ANI) and Nuclear Electric Insurance Limited (NEIL) evidencing present coverage in effect. LP&L's primary coverage is with NML, and excess coverage has been obtained from both ANI and NEIL. The primary coverage renewal certificate is not yet available (NML policy expiring 04/01/91), but will be forwarded upon our receipt.

Should you desire further information, please contact Sheliah S. DiJohn of our Commitments Management group at (504) 739-6726.

Very truly yours,

RFB/SSD/ssf

Attachments (3)

cc: Messrs. R.D. Martin, NRC Region IV
D.L. Wigginton, NRC-NRR
E.L. Blake
R.B. McGehee
NRC Resident Inspectors Office

9103210246 910319
PDR ADOCK 05000382
J PDR

MOO
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NUCLEAR
MUTUAL
LIMITED

Attachment 1 pg 1 of 5
Suite 1200
Manufacturers Hanover Plaza
1201 Market Street
Wilmington, DE 19801
U.S.A.
TEL 302 888 3000
FAX 302 888 3007 (Finance)
FAX 302 888 3008 (Insurance)

CERTIFICATE OF INSURANCE

ISSUED TO: U.S. Nuclear Regulatory Commission

ADDRESS: Document Control Desk
Washington, D.C. 20555

THIS IS TO CERTIFY that insurance has been effected with
NUCLEAR MUTUAL LIMITED, 1201 Market Street, Suite 1200, Wilmington,
Delaware 19801, under Policy No. P90-036 as follows:

MEMBER INSURED: Louisiana Power & Light Company

ADDRESS: c/o Entergy Services, Inc.
P. O. Box 61000
New Orleans, Louisiana 70161

PROPERTY INSURED: Waterford 3 Nuclear Station

COVERAGE: Operating Facility Policy

AMOUNT OF INSURANCE: \$500,000,000

POLICY TERM: 12:01 a.m. on April 1, 1990 to 12:01 a.m.
on April 1, 1991, Standard time in
Hamilton, Bermuda.

ADDITIONAL INSUREDS: See attached SCHEDULE I

LOSS PAYEE CLAUSE: See attached SCHEDULE II

SCHEDULE NO. I ATTACHING TO AND FORMING PART OF THE INSURANCE
CERTIFICATE FOR NML POLICY NO. P90-036.

ITEM 10.

Insureds: Louisiana Power & Light Company, Entergy Corporation, Ebasco Services, Inc., and all subsidiary and affiliated entities now in existence or hereafter to be constituted.

Additional Insureds: All persons, firms or corporations with whom a Named Insured has entered into any agreement which requires that the Named Insured maintain for the benefit of such person, firm or corporation, such insurance as is afforded by this Policy and the following parties listed herein and their respective successors, assignees and transferees are also named as Additional Insureds:

1. First National Bank of Commerce, Attention: Corporate Trust Department, 210 Baronne Street, New Orleans, Louisiana 70112, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 1, dated as of September 1, 1989, among First National Bank of Commerce as Owner Trustee and ESSL 2, Inc. as Owner Participant, ("Trust Agreement No. 1"), and as owner of a 5.92440436335% undivided interest in Waterford Steam Electric Generating Station Unit 3 ("Interest 1");
2. ESSL 2, Inc., c/o Richard Mack, Citicorp North America, Inc., 399 Park Avenue, Corporate Finance Dept., 6th Floor, Zone 1, New York, New York 10043, as Owner Participant under Trust Agreement No. 1, which Trust Agreement No. 1 pertains, among other things, to Interest 1;
3. First National Bank of Commerce, Attention: Corporate Trust Department, 210 Baronne Street, New Orleans, Louisiana 70112, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 2, dated as of September 1, 1989, among First National Bank of Commerce as Owner Trustee and ESSL 2, Inc. as Owner Participant, ("Trust Agreement No. 2"), and as owner of a 2.96220218167% undivided interest in Waterford Steam Electric Generating Station Unit 3 ("Interest 2");
4. ESSL 2, Inc., c/o Richard Mack, Citicorp North America, Inc., 399 Park Avenue, Corporate Finance Dept., 6th Floor, Zone 1, New York, New York 10043, as Owner Participant under Trust Agreement No. 2, which Trust Agreement No. 2 pertains, among other things, to Interest 2;

5. First National Bank of Commerce, Attention: Corporate Trust Department, 210 Baronne Street, New Orleans, Louisiana 70112, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 3, dated as of September 1, 1989, among First National Bank of Commerce as Owner Trustee and ESSL 2, Inc. as Owner Participant, ("Trust Agreement No. 3"), and as owner of a 1.58774036938% undivided interest in Waterford Steam Electric Generating Station Unit 3 ("Interest 3");
6. ESSL 2, Inc., c/o Richard Mack, Citicorp North America, Inc., 399 Park Avenue, Corporate Finance Dept., 6th Floor, Zone 1, New York, New York 10043, as Owner Participant under Trust Agreement No. 3, which Trust Agreement No. 3 pertains, among other things, to Interest 3.

SCHEDULE NO. II ATTACHING TO AND FORMING PART OF THE INSURANCE CERTIFICATE FOR NML POLICY NO. P90-036.

ITEM 6. Loss Payee Clause

- B. Loss if any, under this policy shall be adjusted with and payable to Louisiana Power & Light Company and ESSL 2, Inc. as Owner Participant under Trust Agreement No. 1, dated as of September 1, 1989, among First National Bank of Commerce as Owner Trustee and ESSL 2, Inc. as Owner Participant, ("Trust Agreement No. 1"), which Trust Agreement No. 1 pertains, among other things, to a 5.92440436335% undivided interest in Waterford Steam Electric Generating Station Unit 3 ("Interest 1"); First National Bank of Commerce in its individual capacity and in its capacity as Owner Trustee under Trust Agreement No. 1, with respect to Interest 1, all as their interests may appear under Trust Agreement No. 1 and the other Transaction Documents as defined therein (all references contained herein to the Owner Trustee or Owner Participant, respectively, shall include such persons and their respective successors, assigns and transferees in such capacities); ESSL 2, Inc. as Owner Participant under Trust Agreement No. 2, dated as of September 1, 1989, among First National Bank of Commerce as Owner Trustee and ESSL 2, Inc. as Owner Participant (Trust Agreement No. 2"), which Trust Agreement No. 2 pertains, among other things, to a 2.96220218167% undivided interest in Waterford Steam Electric Generating Station Unit 3 ("Interest 2"); First National Bank of Commerce, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 2, with respect to Interest 2, all as their interests may appear under Trust Agreement No. 2 and the other Transaction Documents as defined therein (all references contained herein to the Owner Trustee or Owner Participant, respectively, shall include such persons and their respective successors, assigns and transferees in such capacities); and ESSL 2, Inc. as Owner Participant under Trust Agreement No. 3, dated as of September 1, 1989, among First National Bank of Commerce as Owner Trustee and ESSL 2, Inc. as Owner Participant ("Trust Agreement No. 3"), which Trust Agreement No. 3 pertains, among other things, to a 1.58774036938% undivided interest in Waterford Steam Electric Generating Station Unit 3 ("Interest 3"), First National Bank of Commerce in its individual capacity and in its capacity as Owner Trustee under Trust Agreement No. 3 with respect to Interest 3, all as their interest may appear under Trust Agreement No. 3 and the other Transaction Documents as defined therein (all references contained herein to the Owner Trustee or Owner Participant, respectively, shall include such persons and their respective successors, assigns and transferees in such capacities); and the receipt of the payee so designated shall constitute a release in full of all liability with respect to such loss.


This Certificate is not transferable and may be cancelled by NUCLEAR MUTUAL LIMITED by giving 60 days written notice to the party to whom this Certificate is issued prior to cancellation of the insurance described herein, unless specifically provided for otherwise under the Terms, Conditions and Exceptions of the Policy.

THIS CERTIFICATE is for information only; it is not a contract of insurance but attests that a policy as numbered herein, and as it stands at the date of this Certificate, has been issued by the Company. Said policy is subject to change by endorsement and cancellation in accordance with its terms.

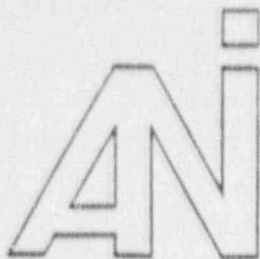
EFFECTIVE DATE OF THIS CERTIFICATE: April 1, 1990

CERTIFICATE EXPIRES: April 1, 1991, unless cancelled sooner.

Signed by:
NUCLEAR MUTUAL LIMITED



David H. Scott,
Vice President-Underwriting



AMERICAN
NUCLEAR
INSURERS

MAELU
MUTUAL ATOMIC ENERGY
LIABILITY UNDERWRITERS

Telephone (203) 677-7305 / Telecopier (203) 678-9083

The Exchange, Suite 245, 270 Farmington Avenue, Farmington, CT 06032

CERTIFICATE OF INSURANCE

This certificate is issued to the Certificate Holder as a matter of information only. It does not amend, extend or alter the coverage afforded by the policies listed below.

Name of Insured ENTERGY OPERATIONS, INC., LOUISIANA POWER & LIGHT COMPANY, ET AL

Mailing Address c/o Entergy Services, Inc., Risk Management Policy, P.O. Box

61000, New Orleans, Louisiana 70161

Location(s) Covered Waterford 3 Nuclear Station, St. Charles Parish, Louisiana

This is to certify that the following policy(ies) issued by members of American Nuclear Insurers (ANI) and Mutual Atomic Energy Liability Underwriters (MAELU) to the Insured named above are in force as of the effective date of this certificate.

Policy Numbers	Policy Expiration Date*	Amount or Limit	Deductible
X91197R	November 15, 1991	\$700,000,000.	---

Type of Insurance: All risk of direct physical damage to the Property Insured by any Cause of Loss specified as covered in the policy, provided such physical damage takes place during the policy period.

Cancellation of Policies: Should the policy(ies) described above be cancelled before the expiration thereof, ANI or MAELU will endeavor to mail or deliver advance written notice to the Certificate Holder, but failure to provide such notice shall impose no obligation of liability of any kind upon ANI or MAELU.

Name and Address of Certificate Holder: U.S. Nuclear Regulatory Commission
Document Control Desk
Washington, D.C. 20555

Effective date of the Certificate: January 1, 1991

*A CERTIFICATE WILL NOT BE ISSUED FOR ANY SUBSEQUENT POLICY PERIOD UNLESS REQUESTED.

NUCLEAR
ELECTRIC
INSURANCE
LIMITED

Attachment 3 pg. 1 of 4

Suite 1200
Manufacturers Hanover Plaza
1201 Market Street
Wilmington, DE 19801
U.S.A.
TEL 302 888 3000
FAX 302 888 3007 (Finance)
FAX 302 888 3008 (Insurance)

CERTIFICATE OF INSURANCE

ISSUED TO: U.S. Nuclear Regulatory Commission
ADDRESS: Washington, DC 20555
Attn: Document Control Desk

THIS IS TO CERTIFY that insurance has been effected with
NUCLEAR ELECTRIC INSURANCE LIMITED, 1201 Market Street, Suite 1200,
Wilmington, Delaware 19801, under Policy No. X90-053 as follows:

MEMBER INSURED: Louisiana Power & Light Company

ADDRESS: c/o Entergy Services, Inc.
Post Office Box 61000
New Orleans, Louisiana 70161

PROPERTY INSURED: Waterford 3 Steam Electric Station

COVERAGE: Decontamination Liability, Decommissioning
Liability and Excess Property Insurance

AMOUNT OF INSURANCE: \$1,125,000,000

ADDITIONAL INSUREDS: See Attached Schedule A

POLICY TERM: 12:01 a.m. on November 15, 1990 to 12:01 a.m. on
November 15, 1991, Standard time in Hamilton,
Bermuda.

LOSS PAYEE CLAUSE: See Attached Schedule B

SCHEDULE A

Insureds: Entergy Operations, Inc., Louisiana Power & Light Company, Entergy Corporation, Ebasco Services, Inc., and all subsidiary and affiliated entities now in existence or hereafter to be constituted.

Additional Insureds: All persons, firms or corporations with whom a Named Insured has entered into any agreement which requires that the Named Insured maintain for the benefit of such person, firm or corporation, such insurance as is afforded by this Policy and the following parties listed herein and their respective successors, assignees and transferees are also named as Additional Insureds:

1. First National Bank of Commerce, Attention: Corporate Trust Department, 210 Baronne Street, New Orleans, Louisiana 70112, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 1, dated as of September 1, 1989, among First National Bank of Commerce as Owner Trustee and ESSL 2, Inc. as Owner Participant, ("Trust Agreement No. 1"), and as owner of a 5.92440436335% undivided interest in Waterford Steam Electric Generating Station Unit 3 ("Interest 1");
2. ESSL 2, Inc., c/o Richard Mack, Citicorp North America, Inc., 399 Park Avenue, Corporate Finance Dept., 6th Floor, Zone 1, New York, New York 10043, as Owner Participant under Trust Agreement No. 1, which Trust Agreement No. 1 pertains, among other things, to Interest 1;
3. First National Bank of Commerce, Attention: Corporate Trust Department, 210 Baronne Street, New Orleans, Louisiana 70112, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 2, dated as of September 1, 1989, among First National Bank of Commerce as Owner Trustee and ESSL 2, Inc. as Owner Participant, ("Trust Agreement No. 2"), and as owner of a 2.96220218167% undivided interest in Waterford Steam Electric Generating Station Unit 3 ("Interest 2");
4. ESSL 2, Inc., c/o Richard Mack, Citicorp North America, Inc., 399 Park Avenue, Corporate Finance Dept., 6th Floor, Zone 1, New York, New York 10043, as Owner Participant under Trust Agreement No. 2, which Trust Agreement No. 2 pertains, among other things, to Interest 2;
5. First National Bank of Commerce, Attention: Corporate Trust Department, 210 Baronne Street, New Orleans, Louisiana 70112, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 3, dated as of September 1, 1989, among First National Bank of Commerce as Owner Trustee and ESSL 2, Inc. as Owner Participant, ("Trust Agreement No. 3"), and as owner of a 1.58774036938% undivided interest in Waterford Steam Electric Generating Station Unit 3 ("Interest 3");
6. ESSL 2, Inc., c/o Richard Mack, Citicorp North America, Inc., 399 Park Avenue, Corporate Finance Dept., 6th Floor, Zone 1, New York, New York 10043, as Owner Participant under Trust Agreement No. 3, which Trust agreement No. 3 pertains, among other things, to Interest 3.

SCHEDULE B

Item 8A. Louisiana Power & Light Company

Item 8B. The expenses covered under paragraph VI.1 (b) and the losses covered under paragraph VI.1 (c) of this Policy shall be adjusted with Louisiana Power & Light Company or Entergy Operations, Inc. as Agent, if Louisiana Power & Light Company so authorizes, and payable to Louisiana Power & Light Company and ESSL 2, Inc. as Owner Participant under Trust Agreement No. 1, dated as of September 1, 1989, among First National Bank of Commerce as Owner Trustee and ESSL 2, Inc. as Owner Participant, ("Trust Agreement No. 1"), which Trust Agreement No. 1 pertains, among other things, to a 5.92440436335% undivided interest in Waterford Steam Electric Generating Station Unit 3 ("Interest 1"); First National Bank of Commerce in its individual capacity and in its capacity as Owner Trustee under Trust Agreement No. 1, with respect to Interest 1, all as their interest may appear under Trust Agreement No. 1 and the other Transaction Documents as defined therein (all references contained herein to the Owner Trustee or Owner Participant, respectively, shall include such persons and their respective successors, assigns and transferees in such capacities); ESSL 2, Inc. as Owner Participant under Trust Agreement No. 2, dated as of September 1, 1989, among First National Bank of Commerce as Owner Trustee and ESSL 2, Inc. as Owner Participant (Trust Agreement No. 2"), which Trust Agreement No. 2 pertains, among other things, to a 2.96220218167% undivided interest in Waterford Steam Electric Generating Station Unit 3 ("Interest 2"); First National Bank of Commerce, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 2, with respect to Interest 2, all as their interests may appear under Trust Agreement No. 2 and the other Transaction Documents as defined therein (all references contained herein to the Owner Trustee or Owner Participant, respectively, shall include such persons and their respective successors, assigns and transferees in such capacities); and ESSL 2, Inc. as Owner Participant under Trust Agreement No. 3, dated as of September 1, 1989, among First National Bank of Commerce as Owner Trustee and ESSL 2, Inc. as Owner Participant ("Trust Agreement No. 3"), which Trust Agreement No. 3 pertains, among other things, to a 1.58774036938% undivided interest in Waterford Steam Electric Generating Station Unit 3 ("Interest 3"), First National Bank of Commerce in its individual capacity and in its capacity as Owner Trustee under Trust Agreement No. 3 with respect to Interest 3, all as their interest may appear under Trust Agreement No. 3 and the other Transaction Documents as defined therein (all references contained herein to the Owner Trustee or Owner Participant, respectively, shall include such persons and their respective successors, assigns and transferees in such capacities); and River Fuel Company #2, Inc. (as Lessor) and Morgan Guaranty Trust Company of New York (as Assignee) as their interests may appear in the Nuclear Fuel. The receipt of such payments under this clause by the payee so designated shall constitute a release in full of all liability with respect to such loss.


This Certificate is not transferable and may be cancelled by NUCLEAR ELECTRIC INSURANCE COMPANY by giving 60 days written notice to the party to whom this Certificate is issued prior to cancellation of the insurance described herein, unless specifically provided for otherwise under the Terms, Conditions and Exceptions of the Policy.

THIS CERTIFICATE is for information only; it is not a contract of insurance but attests that a policy as numbered herein, and as it stands at the date of this Certificate, has been issued by the Company. Said policy is subject to change by endorsement and cancellation in accordance with its terms.

EFFECTIVE DATE OF THIS CERTIFICATE: November 15, 1990

CERTIFICATE EXPIRES: November 15, 1991, unless cancelled sooner.

Signed by:
NUCLEAR ELECTRIC INSURANCE LIMITED



David H. Scott,
Vice President-Underwriting