



GULF STATES UTILITIES COMPANY

POST OFFICE BOX 2951 • BEAUMONT, TEXAS 77704

AREA CODE 713 838-6631

April 27, 1984
RBG-17,678
File No. G9.5

Mr. William Regan, Jr., Chief
Site Analysis Branch
Office of Nuclear Reactor Regulation
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555

Dear Mr. Regan:

River Bend Station Units 1 & 2
Operating License Antitrust Review
Docket Nos. 50-458A/50-459A

We take this opportunity to respond to assertions made by the City of Lafayette in its letter to you of February 3, 1984, and to summarize the facts which show that no "significant changes" under Section 105c(2) of the Atomic Energy Act or violations of permit conditions have occurred. At the outset, we note that the NRC was informed by letter dated January 6, 1984 from Applicants' counsel in the licensing proceeding that the Board of Directors of Gulf States Utilities Company voted on January 5, 1984 not to build Unit 2 of the River Bend Station.

Load Projections

In Section I.A. of its February letter, Lafayette asserts that a significant change has occurred with respect to the load and capacity projections of Gulf States.

The changes in the projected load of Gulf States do not constitute a "significant change" under NRC criteria since such changes and resultant changes in reserves are clearly changes which are not reasonably attributable to the licensee. (South Carolina Electric and Gas Co. (Virgil C. Summer Nuclear Station, Unit 1), CLI-80-28, 11 NRC 817 (1980)). These changes have resulted from the economic recession and price elasticity experienced in our region and throughout the United States. They are entirely beyond the control of the utilities.

Moreover, the changes alleged by Lafayette in the projected load of Gulf States do not satisfy the third criterion for a "significant change" under the Summer decision, which requires

8405010478 840427
PDR ADOCK 05000458
M PDR

2999
||

that antitrust implications exist which would be likely to warrant a Commission remedy. Lafayette's allegations do not show any predatory practice or anticompetitive conduct. The existence of reserve capacity has no antitrust implications as such and would not, in and of itself, warrant any Commission remedy. Further, Lafayette has not shown that the operation of River Bend Unit 1 will improve Gulf States' competitive position.

Even with the change in projected load, no material change has occurred in the relative reserve position of Gulf States within the Group A portion of the Southwest Power Pool as evidenced by Exhibit 1 hereto. Also, no change has occurred in Gulf States' need for the River Bend power since it is needed as base load power to provide a better fuel mix for an otherwise gas-fuel intensive (90.7%) utility.

The present reserve position and proposed addition of River Bend generation does not change Gulf States' incentive to retain its customers. It would be contrary to the interest of Gulf States' customers and the public interest for Gulf States not to compete for and attempt to retain its customers. Gulf States has already invested in plant in reliance upon the projected needs of the customers that Lafayette now proposes to serve.

Although not reflected in Lafayette's letter, Lafayette has unilaterally changed its reserve position by its purchase of a share of the Rodemacher coal unit. Lafayette's attempt to exploit this change in its own position by its allegations against Gulf States is without legal merit inasmuch as any such change cannot be reasonably attributable to Gulf States.

Southern Companies/Middle South Companies

In Sections I.B. and II.D. of its February letter Lafayette asserts that a significant change has also resulted from new coordination activities and power supply arrangements of Gulf States involving the Southern Companies and Middle South.

We have provided documents to you which include all significant information regarding the Southern Companies and Middle South arrangements. The amended contracts were negotiated to settle the points raised by the FERC staff and the Louisiana Public Service Commission which had intervened in the FERC proceeding. The amendments resulted in a reduced overall cost to Gulf States. Since the date of our last submission, the FERC has issued its final order (Exhibit 2 hereto) on these contracts and has considered Lafayette's complaints. An agreement dated December 13, 1982 (previously supplied) is referred to in the FERC order and is being reviewed in an active FERC docket. It does not constitute a coordination agreement and merely provides

certain operating protections for Middle South with respect to the transmission of Southern Companies' power to Gulf States. That agreement refers to a proposed coordination agreement. Gulf States has found certain features of the proposed agreement unacceptable and active negotiations are not even being conducted. We believe no such agreement will be executed. As for the agreements which have been executed and any that are hereafter executed, Lafayette has and will have its forum at FERC.

Gulf States did discuss purchasing power from Lafayette, but Lafayette did not offer any long-term arrangement. During these discussions, Lafayette was informed that Gulf States would purchase power from them under the applicable service schedule in the Lafayette-Gulf States Interconnection Agreement if they were competitive with other power suppliers. Since this meeting (Fall 1982), Lafayette has sold 231,013 MWHR of short-term power to Gulf States at a cost of \$5.8 million. In the same time period, Gulf States has sold 62,225 MWHR to Lafayette at a cost of \$1.9 million.

Transmission Service and Permit Conditions

In Sections II and III of its February letter, Lafayette asserts that Gulf States has refused to provide transmission service on reasonable terms and conditions and that this constitutes a significant change. As a corollary, Lafayette has alleged that this activity constitutes a violation of conditions in the construction permit which in turn constitutes a significant change. Even if you assume that all of the allegations made by Lafayette were true (which we deny), they do not constitute a significant change or a violation of our permit conditions for the reasons summarized herein and confirmed by the documents that have been supplied.

Lafayette's request must be rejected since Lafayette fails to satisfy the overriding requirement of showing any meaningful nexus between the operation of River Bend and the alleged anticompetitive activity regarding transmission. (Florida Power & Light Co. (St. Lucie Plant, Unit No. 2), ALAB-665, 15 NRC 22 (1982)). Whatever conflicts have occurred between Lafayette and Gulf States in the ordinary course of competition for electric supply in the State of Louisiana, they have obviously not had any relationship to the non-operating River Bend unit. Lafayette has provided no explanation of how bringing the River Bend unit on line will maintain Gulf States' alleged transmission monopoly. Accordingly, the allegations do not satisfy the "(m)ost critical . . . of the requirements--an explanation of how the activities under the license would create or maintain an anticompetitive situation." (St. Lucie, supra, ALAB-665, 15 NRC at 29.) Even

without River Bend the documents and information already supplied to you show a substantial increase in the competition for power supply in Louisiana and a resultant substantial increase in the amount of transmission service supplied by Gulf States. These are changes contemplated by the condition imposed by the NRC in Gulf States' construction permit.

The construction permit in condition 2 requires that Gulf States enter into interconnection and coordination agreements. Gulf States has done this as evidenced by the numerous interconnection agreements which have been reported in the materials already supplied to you. These have included new interconnection agreements with investor owned utilities, cooperatives, municipalities, and public entities such as Louisiana Energy and Power Authority and the Sam Rayburn group.

In addition, the permit in condition 10 requires that Gulf States "facilitate the exchange of bulk power by transmission over its transmission facilities between two or more entities engaging in bulk power supply in its service area in Louisiana with which it is interconnected." The definitions in the permit define "bulk power" to include electric power supplied by an entity from its generating facilities. This permit condition was negotiated in detail with the NRC staff, the Justice Department, the City of Lafayette, the City of Plaquemine, and Cajun Electric Power Cooperative, Inc. The permit further provided that all such conditions would be implemented on reasonable terms and conditions in a manner consistent with the provisions of the Federal Power Act, and that none of the conditions would require Gulf States to perform any service on a basis which would be unlawfully preferential or discriminatory. All rates, charges and practices were required to be subject to the approval of regulatory agencies having jurisdiction over them.

At the time the permit was issued, the interconnection agreement with Lafayette, including a specific transmission service schedule for bulk power exchange, was executed after submission to and review by both the NRC staff and the Justice Department. The transmission service schedule so negotiated was filed with and approved by the Federal Power Commission (now FERC), and Gulf States has provided transmission service pursuant to such permit conditions and such service schedule to Lafayette for exchanges of bulk power as reflected in the information already provided to you. Lafayette has not in fact complained about a refusal to supply such transmission service except for a brief reference in Section II.B.1 of its letter to a proposed sale by it to municipalities in Mississippi. In that instance, as the documents reflect, Gulf States encountered delays in negotiating an interconnection with Mississippi Power & Light Co., an intervening system, but even so did provide service on an

interim basis and has offered transmission service for bulk power exchanges to Lafayette since the MP&L agreement was consummated. Inasmuch as Gulf States has complied with the permit conditions for facilitating the exchange of bulk power by transmission over its transmission facilities, there have been no "significant changes" in these activities.

The complaints asserted by Lafayette in its petition relating to Plaquemine, Abbeville, St. Martinville, and New Roads are all based upon a new interpretation by Lafayette of our long-standing transmission service schedule that provides for bulk power exchanges. Lafayette now asserts that such schedule should also cover transmission services for full service requirement transactions as well. The only real issue is which service schedule should be used. This at most is a contract dispute within FERC jurisdiction and is not a "significant change" under Section 105 (c) (2) or a matter within the NRC's jurisdiction. The Commission has previously held that rates, charges or practices related to service contracts should be decided by FERC. (Toledo Edison Company, (Davis Besse Nuclear Power Station, Units 1, 2 & 3), ALAB-560, 10 NRC 265, 282 (1979)). If Gulf States did not require that the provisions of its service schedules be met, it could be accused of providing preferential or discriminatory service.

As the documents supplied to you substantiate, Gulf States has gone well beyond the requirement of the construction permit and has offered and is providing transmission service for purposes other than bulk power exchange. Service schedules for transmission service to accommodate full service requirement transactions have been entered into and transactions consummated for years under agreements with CEPCO and Sam Rayburn. Further, the Company entered into interconnection and transmission arrangements with LEPA which provide such transmission service. Gulf States is presently providing this type of transmission service to LEPA to accommodate the sale of Lafayette's power to Plaquemine and New Roads. Any members of LEPA are eligible for such service, including St. Martinville and Abbeville.

LEPA was formed by municipalities in Louisiana to provide for a central coordination of its members' power. Lafayette was a charter member. Gulf States entered into the arrangements with LEPA with the understanding that all of its members, including Lafayette, would support the operation of LEPA and that statewide transactions could be coordinated through LEPA. Gulf States was at that time and is still concerned that, without further experience, if a wide range of transmission services was offered to individual cities, the random, uncoordinated transactions could expose the Gulf States' system to operational and control problems. In anticipation that LEPA would have the ability to

coordinate transactions and thereby minimize the operational and technical difficulties, Gulf States agreed to provide it various types of transmission services, including that for full service transactions. (See LEPA Interconnection Agreement). For reasons of its own, Lafayette now does not wish to coordinate its transactions through LEPA.

Gulf States did conduct negotiations with Abbeville and entered into a ten-year contract (copy previously supplied) for power supply to Abbeville which may be cancelled in four years. The contract was filed with FERC and Abbeville was expressly requested by letter to submit to FERC for consideration any anticompetitive charges it had with respect to the transaction and to confirm whether or not it had repudiated the contract. Even though it chose to write certain letters which have been submitted to you, it declined to make complaint to FERC and instead filed a motion to intervene and requested that FERC accept the contract as filed. Instead of pursuing its complaints in the appropriate FERC proceeding, Lafayette filed a motion to intervene but did not request a hearing on any issue. FERC accepted the interventions of both cities and accepted the contract as filed. After signing the new power supply agreement with GSU, Abbeville voted to become a member of LEPA. As a member of LEPA, Abbeville is eligible for transmission service under the LEPA agreement, but no such service has been requested.

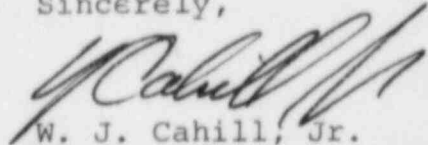
Gulf States has also been negotiating to keep St. Martinville as a customer. At St. Martinville's request, Gulf States submitted proposals (i) to extend the present wholesale contract for one year at a new FERC approved rate and (ii) to enter into a ten-year contract which may be cancelled in four years, both of which proposals are subject to approval of terms by the FERC. Alternatively and contrary to Lafayette's assertion, Gulf States publicly offered to provide transmission service under the LEPA agreement for a sale of Lafayette power to St. Martinville. St. Martinville also solicited a proposal from LEPA and has indicated an intent to accept LEPA's proposal, with wheeling by Gulf States, commencing in 1985.

An interconnection agreement has been entered into with New Roads and transmission service is being provided by Gulf States. Arguments over billing under the applicable schedules is certainly not a significant change nor a matter requiring review by the NRC or within its jurisdiction.

From the information supplied to you, it is clear that no significant changes cognizable under NRC criteria have occurred and no violation of construction permit conditions has been shown.

If you consider it necessary or useful, we will meet with you and representatives of Lafayette at your convenience.

Sincerely,



W. J. Cahill, Jr.
Senior Vice President
River Bend Nuclear Group

JEB *J. M. W. H.*
JEB/BHH/MWH/kt

Attachments

EXHIBIT 1

YEAR	SWPP % RES (1)	GROUP A % RES (2)	GSU % RES (3)
1975	22.9	33.1	35.9
1976	20.4	27.7	43.1
1977	15.2	19.0	31.4
1978	17.5	17.2	20.0
1979	16.6	17.7	22.4
1980	18.9	17.6	21.8
1981	16.3	16.5	14.2
1982	19.9	17.0	18.7
1983	19.4	19.1	12.1
1984	17.9	16.8	15.5

(1) Estimate contained in SWPP report dated 4-1-75 under FPC Order 383-3.

(2) Group A members of SWPP were:
Arkansas Electric Coop.
Central Louisiana Electric Company
Gulf States Utilities Co.
Middle South

(3) Last estimate filed with NRC dated 2-75.
Estimate was made based upon projected inservice date for River Bend 1 of 9-1-80.

YEAR	SWPP % RES (1)	GROUP A % RES (2)	GSU % RES (3)
1984	31.6	32.5	21.1
1985	39.2	45.3	27.8
1986	38.1	48.2	46.5
1987	34.3	42.7	44.2
1988	30.6	38.6	41.4
1989	27.4	33.1	37.3
1990	27.3	32.8	35.1
1991	25.7	28.6	33.1
1992	22.1	22.1	19.5
1993	22.7	22.3	17.7

(1) Estimate contained in SWPP report dated 4-1-84 under DOE Order EP-411.

(2) Group A members of SWPP are:
Arkansas Electric Coop.
Cajun Electric Power Coop.
Central Louisiana Electric Company
Gulf States Utilities Company
City of Lafayette
Middle South

(3) Latest GSU estimate as of 4-1-84 based upon River Bend 1 projected inservice date of 12-1-85.

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

26 FERC 161,360

Before Commissioners: Raymond J. O'Connor, Chairman;
Georgiana Sheldon, J. David Hughes,
A. G. Sousa and Oliver G. Richard III.

Docket No. ER82-579-000

-2-

Southern Company Services, Inc.) Docket No. ER82-579-000

ORDER APPROVING CONTESTED SETTLEMENT

(Issued March 23, 1984)

This case began with the filing of two agreements between Gulf States Utilities Company (GSU) and Southern Company Services, Inc., Alabama Power Company, Gulf Power Company and Mississippi Power Company (MPC) (collectively the Southern Companies) and one agreement between GSU and MPC. The first two contracts are a Unit Power Sales Agreement which provides for the sale of a specified amount of capacity and energy from Southern Companies to GSU and an Interchange Agreement which establishes rates and terms for interchange services between GSU and Southern Companies. The third contract - a Transmission Facilities Use Agreement - calls for the construction by MPC of 500kV facilities to establish an interconnection between MPC and GSU.

Southern Companies and GSU negotiated a settlement agreement which was filed as a formal offer of settlement on December 8, 1983. 1/ The settlement modifies all three agreements by reducing the return on common equity used to compute the rates. The Unit Power Sales Agreement was amended to reduce the unit power capacity to be sold but allow for increases in those sales in the event that GSU's avoided costs of oil and gas-fired energy are greater than the average composite cost of purchases from Southern Companies. The Interchange Agreement was modified and now includes Schedule E which provides for long-term capacity and energy sales by Southern Companies to GSU as well as a revision to the rates to be applied to sales under Schedule E. Southern Companies and GSU executed a fourth contract - an Interim Long Term Power Sales Agreement - which provides for sales of power during the period

1/ The judge certified this settlement to the Commission as an uncontested offer of settlement based on his finding that Lafayette's comments raised no genuine issues of material fact. However, this settlement is contested because Lafayette

(Footnote 1 continued on next page.)

prior to the completion of the interconnection between MPC and GSU. The rates under this contract are the same as under Schedule E. Staff filed comments supporting the offer of settlement. The City of Lafayette, Louisiana (Lafayette) opposes it. 2/

In its comments, Lafayette complains that the settlement significantly modifies and expands the originally filed agreements yet it contains no "supporting data, information or justification" for those changes. In addition, Lafayette believes that the four agreements are potentially preferential, discriminatory and anticompetitive in two respects. First, they create a preference for Southern Companies as a seller of power and tend to create barriers to sales by lower cost suppliers in the area, such as Lafayette. Second, they provide for transmission service to GSU at favorable rates which may not be available to others. Lafayette further claims that it is entitled to an explanation of the economic consequences of the 500kV interconnection and the terms under which other utilities will be provided access to it. Finally, Lafayette faults the settlement for failing to include a separate but related agreement involving the parties to the four agreements at issue here. This related agreement, executed on December 13, 1982, is, according to Lafayette, a coordination commitment which should be filed in this docket and scrutinized along with this settlement.

Alternatively, Lafayette states that its interests can be satisfied if four conditions are attached to any Commission approval of this settlement. These conditions would require that 1) Lafayette be provided access to the 500 kV interconnection facilities on terms that are reasonable and non-discriminatory; 2) Lafayette be invited to participate in the development of the coordination commitment; 3) Lafayette be provided transmission

(Footnote 1 continued from previous page.)

1/ opposes it. The existence or lack of a genuine issue of material fact is relevant to a determination of whether a contested offer of settlement may be certified to the Commission under Rule 602(h)(2)(iii) of the Commission's Rules of Practice and Procedure. 18 C.F.R. §602(h)(2)(iii). Since we agree with the judge that there is no genuine issue of material fact, this settlement is properly before us.

2/ Lafayette, which owns a municipal electric system, is not only a customer of GSU, but also a competitor of GSU and the other utilities in the region. Lafayette is selling excess capacity to some systems in this region.

Docket No. ER82-579-000

-3-

service on Southern Companies' system on just and reasonable terms and 4) the preference for Southern Companies as seller be explained or modified.

Upon review of the proposed settlement offer and comments, we find that none of the matters raised by Lafayette warrants rejection of the settlement. Lafayette's allegations are either irrelevant to the proposed agreements or speculation as to future situations. For the reasons stated below, we reject Lafayette's arguments and approve the proffered settlement.

We fail to see a need for explanations or justifications in addition to those already contained in the settlement. While it is true that the settlement modified the agreements originally filed by reducing the power sold under one contract and increasing the amount sold under another as well as reducing the return on common equity, these changes have not altered the basic structure of the parties' agreements. Lafayette does not argue that the changes are unjust or unreasonable and, therefore, no further explanation in that regard is necessary. Nor do we agree with Lafayette that the contracts, as modified, are discriminatory or anticompetitive.

Lafayette complains that GSU's contract with Southern Companies requires GSU to purchase a certain amount of power when GSU's own avoided costs of generation are greater than the cost of purchases from Southern Companies and precludes GSU from buying from other less costly sources. This preference issue is irrelevant to this case because the Commission is not empowered to disapprove or modify a power sales agreement on the grounds that the buyer may not be making the best possible deal. As we held in another case involving Southern Companies, the question of the prudence of a utility's power purchases are properly an issue in the buying utility's rate case where it seeks to pass the costs of its purchased power on to its rate-payers. 3/ If and when GSU make a rate filing reflecting its costs under these contracts, any interested party may intervene and challenge those costs. 4/ In addition, Lafayette does not argue that GSU has ignored other purchasers. It only argues that there may be other suppliers capable of meeting GSU's needs.

3/ Southern Company Services Inc., "Order Accepting for Filing Unit Power Sales Agreements, Granting Interventions and Waiver of Notice, and Denying Requests for Rejection and Hearing," 20 FERC 461,332 (1982).

4/ If the costs are passed on through the fuel adjustment clause, they may also be challenged in a complaint proceeding.

Docket No. ER82-579-000

- 4 -

The mere potential for preference is not a sufficient basis for disapproving a power sales contract. If, in the future, Lafayette or any other supplier believes it is an actual victim of anti-competitive conduct, it may file an appropriate complaint with the Commission.

We also find no merit in Lafayette's complaint that the sales preference makes GSU a "marketing arm" of Southern Companies. Under their contract, GSU's purchase obligation can be reduced if it or Southern Companies procures an alternate buyer. Such a provision is hardly anticompetitive. Potential buyers now have another potential power supplier and, thus, competition is enhanced. The fact that Lafayette, as a power seller, may face additional competition through GSU is not a legitimate ground for complaint. Lafayette has no right to exclude Southern Companies or GSU from the power market.

Lafayette's contention that GSU receives transmission service at preferential rates is also premature. Contrary to Lafayette's allegations, Middle South Utilities (MSU) has not agreed to provide transmission services to GSU because MSU is not a party to any of the agreements here. The agreement between GSU and Southern Companies simply requires GSU to make reasonable efforts to obtain transmission service from MSU on reasonable terms. If and when that service is provided and if Lafayette believe the rates for that service are preferential or discriminatory, it may file an appropriate complaint. We will not, at this stage, give an advisory opinion as to what rate might be appropriate.

Similarly, Lafayette's claim that GSU obtains transmission services from Southern Companies at a preferential rate is premature. By definition, a rate can be preferential only if that rate is available only to certain favored customers. Here, Lafayette has not even alleged that it or any other utility has been denied those services at the same rate. It only claims that it might request such service. Should Lafayette's expectations come to pass, it may file an appropriate complaint. As this matter now stands, there is no harm and, therefore, no need for a remedy.

We further disagree with Lafayette that this settlement must be evaluated together with the December 13, 1982 agreement. That agreement has been filed with the Commission and Lafayette can raise any objections to it in any proceeding involving that agreement. 5/ Moreover, while the settlement agreements are

5/ Docket No. ER84-210-000.

Docket No. ER82-579-000

- 5 -

related to this December 13, 1982 agreement, they need not be considered together. The December 13, 1982 agreement is designed to eliminate some adverse effects on MSU's system resulting from the operation of the 500 kV interconnection facilities, to compensate GSU for MSU's use of GSU's transmission system and to assure future cooperation in resolving other problems arising from the implementation of the agreements involved in this docket. The issue as to whether the four agreements in this docket are just and reasonable, non-discriminatory and not anti-competitive is distinct from any agreement by the parties to deal with the resulting transmission problems. Lafayette's complaints regarding this later agreement and any coordination commitments which may flow from it are premature pending Commission action on Southern Companies' filing of this contract in Docket No. ER84-210-000.

Much of the preceding discussion applies to Lafayette's claims regarding access to the 500 kV facilities. Until Lafayette has a concrete proposal as to the extent of the access it desires, any ruling by this Commission on Southern Companies' obligation to provide access would be premature. If, after those facilities are built, Lafayette believes it is improperly denied access, it may seek relief under sections 211 and 212 of the Federal Power Act. Moreover, we do not see any reason Lafayette is entitled to additional information concerning the economics of the 500 kV facilities. The rates GSU will pay for access to that system are set out in the parties' agreements and there is no allegation by Lafayette that GSU's payment of these rates will affect GSU's transmission rate for service to Lafayette.

Based on the foregoing, we conclude that the issues raised by Lafayette are either irrelevant or premature and are no bar to our approval of the offer of settlement. We emphasize that our rejection of Lafayette's arguments here is no bar to their being raised again at an appropriate time and in an appropriate proceeding. As now structured, we find the proposed settlement just and reasonable and in the public interest.

The Commission orders:

(A) The settlement agreement filed December 8, 1983 is approved.

(B) The rate schedule supplements which were submitted with the instant settlement on December 8, 1983 are hereby accepted for filing and designated as shown on the Attachment to become effective on the dates specified in the Attachment.

(C) In accordance with the terms of the settlement, the interchange agreement and all amendments thereto shall be subject to the same filing requirements established by the Commission's letter order of September 14, 1981 in Docket No. ER80-58-000.

Docket No. ER82-579-000

- 6 -

(D) Commission approval of this settlement shall not constitute approval of or precedent regarding any principal or issue in this proceeding.

By the Commission.

{ S E A L }

Lois D. Cashell

Lois D. Cashell,
Acting Secretary.

EXHIBIT 2(CON'T)

Attachment
Page 1 of 2

Docket No. ER82-579-000

- 2 -

Attachment
Page 2 of 2Southern Company Services, Inc.
Docket No. ER82-579-000
Rate Schedule DesignationsGeorgia Power Company

<u>Designation</u>	<u>Description</u>	<u>Effective Date</u>
<u>Southern Company Services, Inc.</u>		
1. Supplement No. 5 to Rate Schedule FERC No. 59	Amendment No. 1 to Interchange Contract	6-1-84
2. Supplement No. 6 to Rate Schedule FERC No. 59 (Supersedes Supplement No. 4)	Manual (Exhibit C)	6-1-84
3. Supplement No. 7 to Rate Schedule FERC No. 59	Service Schedule E Long Term Power	6-1-84
4. Supplement No. 8 to Rate Schedule FERC No. 59	Interim Long Term Power Contract	1-1-84
5. Supplement No. 3 to Rate Schedule FERC No. 60	Amendment No. 2 to Unit Power Sales Agreement	6-1-84
<u>Gulf States Utilities Company</u>		
6. Supplement No. 7 to Rate Schedule FERC No. 135	Amendment No. 1 to Interchange Contract	6-1-84
<u>Alabama Power Company</u>		
7. Supplement No. 1 to Rate Schedule FERC No. 158	Amendment No. 1 to Interchange Contract	6-1-84
8. Supplement No. 2 to Rate Schedule FERC No. 158	Manual (Exhibit C)	6-1-84
9. Supplement No. 3 to Rate Schedule FERC No. 158	Service Schedule E Long Term Power	6-1-84
10. Supplement No. 4 to Rate Schedule FERC No. 158	Interim Long Term Power Contract	1-1-84
11. Supplement No. 1 to Rate Schedule FERC No. 159	Amendment No. 2 to Unit Power Sales Agreement	6-1-84

12. Supplement No. 1 to Rate Schedule FERC No. 812	Amendment No. 1 to Interchange Contract	6-1-84
13. Supplement No. 2 to Rate Schedule FERC No. 812	Manual (Exhibit C)	6-1-84
14. Supplement No. 3 to Rate Schedule FERC No. 812	Service Schedule E Long Term Power	6-1-84
15. Supplement No. 4 to Rate Schedule FERC No. 812	Interim Long Term Power Contract	1-1-84
16. Supplement No. 1 to Rate Schedule FERC No. 813	Amendment No. 2 to Unit Power Sales Agreement	6-1-84

Gulf Power Company

17. Supplement No. 1 to Rate Schedule FERC No. 76.	Amendment No. 1 to Interchange Contract	6-1-84
18. Supplement No. 2 to Rate Schedule FERC No. 76.	Manual	6-1-84
19. Supplement No. 3 to Rate Schedule FERC No. 76.	Service Schedule E Long Term Power	6-1-84
20. Supplement No. 4 to Rate Schedule FERC No. 76.	Interim Long Term Power Contract	1-1-84
21. Supplement No. 1 to Rate Schedule FERC No. 77.	Amendment No. 2 to Unit Power Sales Agreement	6-1-84

Mississippi Power Company

22. Supplement No. 3 to Rate Schedule FERC No. 135.	Amendment No. 2 to Transmission Facilities Agreement	6-1-84
23. Supplement No. 1 to Rate Schedule FERC No. 136.	Amendment No. 1 to Interchange Contract	6-1-84
24. Supplement No. 2 to Rate Schedule FERC No. 136.	Manual	6-1-84
25. Supplement No. 3 to Rate Schedule FERC No. 136	Service Schedule E Long Term Power	6-1-84
26. Supplement No. 4 to Rate Schedule FERC No. 136.	Interim Long Term Power Contract	1-1-84
27. Supplement No. 1 to Rate Schedule FERC No. 137.	Amendment No. 2 to Unit Power Sales Agreement	6-1-84