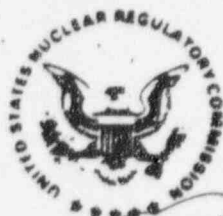


**Mark-up of Affected
Facility Operating License and Antitrust Conditions Pages**

River Bend Station - Unit 1

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UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

ENTERGY GULF STATES, INC.**

~~GULF STATES UTILITIES COMPANY**~~

CAJUN ELECTRIC POWER COOPERATIVE AND

ENTERGY OPERATIONS, INC.

DOCKET NO. 50-458

RIVER BEND STATION, UNIT 1

FACILITY OPERATING LICENSE

License No. NPF-47

1. The Nuclear Regulatory Commission (the Commission or the NRC) has found that:

- A. The application for license filed by Gulf States Utilities Company, acting on behalf of itself and Cajun Electric Power Cooperative, complies with the standards and requirements of the Atomic Energy Act of 1954, as amended (the Act), and the Commission's regulations set forth in 10 CFR Chapter I, and all required notifications to other agencies or bodies have been duly made;
- B. Construction of the River Bend Station, Unit 1 (the facility) has been substantially completed in conformity with Construction Permit No. CPPR-145 and the application, as amended, the provisions of the Act and the regulations of the Commission;
- C. The facility will operate in conformity with the application, as amended, the provisions of the Act, and the regulations of the Commission;
- D. There is reasonable assurance: (i) that the activities authorized by this operating license can be conducted without endangering the health and safety of the public, and (ii) that such activities will be conducted in compliance with the Commission's regulations set forth in 10 CFR Chapter I;
- E. Entergy Operations, Inc.* (EOI) is technically qualified to engage in the activities authorized by this operating license in accordance with the Commission's regulations set forth in 10 CFR Chapter I;

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- * EOI is authorized to act as agent for ~~Gulf States Utilities Company~~, which has been authorized to act as agent for Cajun Electric Power Cooperative, and has exclusive responsibility and control over the physical construction, operation and maintenance of the facility.

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- ** ~~Gulf States Utilities Company~~, which owns a 70 percent undivided interest in River Bend, has merged with a wholly owned subsidiary of Entergy Corporation. ~~Gulf States Utilities Company~~ was the surviving company in the merger.

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Inc.)

F. Gulf States ~~Utilities Company~~, Cajun Electric Power Cooperative, and EOI have satisfied the applicable provisions of 10 CFR Part 140, "Financial Protection Requirements and Indemnity Agreements," of the Commission's regulations;

G. The issuance of this license will not be inimical to the common defense and security or to the health and safety of the public;

H. After weighing the environmental, economic, technical, and other benefits of the facility against environmental and other costs and considering available alternatives, the issuance of Facility Operating License No. NPF-47, subject to the conditions for protection of the environment set forth herein, is in accordance with 10 CFR Part 51 of the Commission's regulations and all applicable requirements have been satisfied; and

I. The receipt, possession, and use of source, byproduct and special nuclear material as authorized by this license will be in accordance with the Commission's regulations in 10 CFR Parts 30, 40 and 70.

2. Based on the foregoing findings and approval by the Nuclear Regulatory Commission at a meeting on November 15, 1985, the License for Fuel Loading and Low Power Testing, License No. NPF-40, issued on August 29, 1985, is superseded by Facility Operating License NPF-47 hereby issued to EOI, Gulf States ~~Utilities Company~~ and Cajun Electric Power Cooperative (the licensees), to read as follows:

A. This license applies to the River Bend Station, Unit 1, a boiling water nuclear reactor and associated equipment, owned by Gulf States ~~Utilities Company~~ and Cajun Electric Power Cooperative and operated by EOI. The facility is located approximately 2 miles east of the Mississippi River in West Feliciana Parish, Louisiana, approximately 2.7 miles southeast of St. Francisville, Louisiana and approximately 18 miles northwest of the city limits of Baton Rouge, Louisiana, and is described in the "Final Safety Analysis Report, as supplemented and amended, and in the Environmental Report-Operating License Stage, as supplemented and amended.

B. Subject to the conditions and requirements incorporated herein, the Commission hereby licenses:

(1) Gulf States ~~Utilities Company~~ (GSU) and Cajun Electric Power Cooperative to possess the facility at the designated location in West Feliciana Parish, Louisiana, in accordance with the procedures and limitations set forth in this license;

(2) EOI, pursuant to Section 103 of the Act and 10 CFR Part 50, to possess, use and operate the facility at the above designated location in accordance with the procedures and limitations set forth in this license;

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(3) Antitrust Conditions

Entergy Gulf States, Inc.

- a. ~~GSU~~ shall comply with the antitrust conditions in Appendix C, attached hereto, which is hereby incorporated in this license.
- b. EOI shall not market or broker power or energy from River Bend Station, Unit 1. ~~GSU~~ is responsible and accountable for the actions of its agent, EOI, to the extent said agent's actions affect the marketing or brokering of power or energy from River Bend Station, Unit 1 and, in any way, contravene the antitrust conditions of this paragraph or Appendix C of this license.

(4) Seismic and Dynamic Qualification of Seismic Category 1 Mechanical and Electrical Equipment (Section 3.10. SER and SSER 3)

EOI shall complete the requirements of the seismic and dynamic qualification of mechanical and electrical equipment as specified in Attachment 2. Attachment 2 is hereby incorporated into this license.

(5) Mark III Related Issues (Section 6.2.1.9. SER and SSER 2)

- a. EOI shall not use the residual heat removal system in the steam condensing mode without prior written approval of the staff.
- b. Prior to startup following the first refueling outage, GSU* shall furnish the outstanding information identified in Appendix K of SSER 2 addressing the Mark III containment related issues.

(6) Inservice Inspection Program (Section 5.2.4.3 and 6.6.3. SER and SSER 3)

GSU shall submit the inservice inspection program for NRC staff review and approval by September 1, 1986.

*The original licensee authorized to possess, use and operate the facility was ~~GSU~~. Consequently, historical references to certain obligations of GSU remain in the license conditions.

Gulf States Utilities Company (GSU). Amendment _____ resulted in a name change for Gulf States Utilities Company (GSU) to Entergy Gulf States, Inc.

Amendment No. 70, 71

(13) Partial Feedwater Heating (Section 15.1. SER)

The facility shall not be operated with partial feedwater heating beyond the end of the normal fuel cycle without prior written approval of the staff. During the normal fuel cycle, the facility shall not be operated with a feedwater heating capacity which would result in a rated thermal power feedwater temperature less than 320°F without prior written approval of the staff.

(14) Emergency Response Capabilities (Generic Letter 82-33, Supplement 1 to NUREG-0737, Section 7.5.2.4, SER and SSER 3, Section 18, SER, SSER 2 and SSER 3)

EOI shall complete the requirements of NUREG-0737 Supplement #1 as specified in Attachment 5. Attachment 5 is hereby incorporated into this license.

(15) Salem ATWS Event, Generic Letter 83-28 (Section 7.2.2.5, SSER 3)

EOI shall submit responses to and implement the requirements of Generic Letter 83-28 on a schedule which is consistent with that given in its letters dated August 3, 1984 and May 20, 1985.

(16) Merger Related Reports

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GSU shall inform the Director, NRR:

- a. Sixty days prior to a transfer (excluding grants of security interests or liens) from GSU to Entergy or any other entity of facilities for the production, transmission or distribution of electric energy having a depreciated book value exceeding one percent (1%) of GSU's consolidated net utility plant, as recorded on GSU's books of account.
- b. Of an award of damages in litigation initiated against GSU by Cajun Electric Power Cooperative regarding River Bend within 30 days of the award.

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(17) Primary containment air lock doors may be open during CORE ALTERATIONS, except when moving recently irradiated fuel, (i.e., fuel that has occupied part of a critical reactor core within the previous 11 days), provided the following conditions exist:

- 1) One door in each air lock is capable of being closed.
- 2) Hoses and cables running through the air lock employ a means to allow safe, quick disconnect and are tagged at both ends with specific instructions to expedite removal.
- 3) There is a minimum of 23 feet of water over the core.
- 4) The air lock doors are not blocked open to allow expeditious closure.



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APPENDIX C

ANTITRUST CONDITIONS
FACILITY OPERATING LICENSE NO. NPF-47

Entergy

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Gulf States Utilities Company (GSU) is subject to the following antitrust conditions:

(1) Definitions

- (1)(a) "Bulk Power" means the electric power, and any attendant energy, supplied or made available at transmission or subtransmission voltage by an entity from its generating facilities.
- (1)(b) "Entity" means person, a private or public corporation, governmental agency, an association, a joint stock association, business trust, municipality, or rural electric cooperative owning, operating, or proposing to own or operate equipment facilities for the generation, transmission, or distribution of electricity primarily for sale or resale to the public. Provided, that, except for municipalities, governmental agencies, or rural electric cooperatives, "entity" is further restricted to those which are or will be public utilities under the laws of the State in which the entity transacts or will transact business or under the Federal Power Act, and are or will be providing electric service under a contract or rate schedule on file with and subject to the regulation of a State regulatory commission or the Federal Power Commission.
- (1)(c) "Cost" means all operating and maintenance expenses and ownership and capital costs properly allocable to the particular transaction. "Cost" to be shared by participants under paragraph (9) shall include all costs of acquisition, construction, ownership, capital, operation, and maintenance reasonably allocable to the subject unit. Costs shall include no value for loss of revenues from sale of power at wholesale or retail by one party to a customer which another party might otherwise serve, except as otherwise authorized by any regulatory authority having jurisdiction. Costs shall include a reasonable return on GSU's investment.

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- (2) GSU shall interconnect with and coordinate reserves by means of the sale and purchase of emergency and/or scheduled maintenance bulk power with any entity(ies) in or within reasonable proximity to GSU's service area in Louisiana engaging in or proposing to engage in electric bulk power supply on terms that will provide for GSU's costs in connection therewith and allow the other entity(ies) full access to the benefits and obligations of reserve coordination.

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- (3) Such emergency service and/or scheduled maintenance service to be provided by each entity shall be furnished to the fullest extent available from the supplying entity and desired by the entity in need. GSU and each entity(ies) shall provide to the other such emergency service and/or scheduled maintenance service if and when available from its own

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generation and from generation of others to the extent it can do so without impairing service to its customers including other electric systems to whom it has firm commitments.

- (4) ~~GSU~~ and the other entity(ies) which is (are) party(ies) to a reserve sharing arrangement shall from time to time jointly establish the minimum reserves to be installed and/or provided as necessary to maintain in total a reserve margin sufficient to provide adequate reliability of power supply to the interconnected systems of the parties, consistent with good utility industry practice in the region. If ~~GSU~~ plans its reserve margin on a pooled basis with other regional companies, the reserves jointly established hereunder shall be on the same basis. Unless otherwise agreed upon or established by such regional practice, minimum reserves shall be calculated as a percentage of estimated peak-load responsibility.

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No party to the arrangement shall be required to maintain greater reserves than the percentage of its estimated peak-load responsibility which results from the aforesaid calculation; provided that if the reserve requirements of ~~GSU~~ are increased over the amount ~~GSU~~ would be required to maintain without such interconnection, then the other party(ies) shall be required to carry or provide for as its (their) reserves the full amount in kilowatts of such increase.

- (5) The entities which are parties to such a reserve sharing agreement shall provide such amounts of ready reserve capacity as may be adequate to avoid the imposition of unreasonable demands on the others in meeting the normal contingencies of operating its system. However, in no circumstances shall the ready reserve requirement exceed the installed reserve requirement.

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- (6) Interconnections will not be limited to low voltages when higher voltages are available from ~~GSU's~~ installed facilities in the area where interconnection is desired, when the proposed arrangement is found to be technically and economically feasible. Control and telemetering facilities shall be provided as required for safe and prudent operation of the interconnected system.

- (7) Interconnection and coordination agreements shall not embody any unlawful or unreasonably restrictive provisions pertaining to intersystem coordination. Good industry practice as developed in the area from time to time (if not unlawfully or unreasonably restrictive) will satisfy this provision.

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- (8) ~~GSU~~ will sell (when available) bulk power at its costs to or purchase (when needed) bulk power from any other entity(ies) in or within reasonable proximity to ~~GSU's~~ service area in Louisiana engaging in or proposing to engage in generation of electric power at such entity(ies) cost when such transactions would serve to reduce the overall costs of new such bulk power supply, each for itself and for the other party(ies) to the transactions and would serve to coordinate the planning of new generation, transmission, and related facilities by both ~~GSU~~ and the other

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entity. This provision shall not be construed to require GSU to purchase or sell bulk power if it finds such purchase or sale infeasible or its costs in connection with such purchase or sale would exceed its benefits therefrom.

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- (9) GSU and any successor in title, shall offer an opportunity to participate in River Bend Station, Unit 1 for the term of the instant license, or any extensions or renewals thereof, or such shorter term as GSU and the participant(s) may mutually agree upon, to any entity(ies) in or within reasonable proximity to GSU's service area in the State of Louisiana which has in writing requested participation therein prior to March 1, 1974, and which no later than March 31, 1975 has entered into any executory contract with respect to such participation, having taken all necessary action for it to lawfully do so prior to so doing, to a fair and reasonable extent and on reasonable terms and conditions and on a basis that will fully compensate GSU for its costs incurred and to be incurred and that will not adversely affect the financing and constructing of this nuclear unit. GSU shall similarly offer an opportunity to participate in any additional nuclear generating unit(s) the power from which is intended for use in GSU's general system operations, which GSU may construct, own, and operate in Louisiana during the term of the instant license(s), or any extension(s) or renewal(s) thereof.

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Participation shall be either by ownership of or purchase of unit participation power from the respective nuclear units. Participation in any form shall be on an equitable basis whereby the participants, in proportion to their interests, share fully in all costs and risks of the respective nuclear units. In connection with such participation, GSU will offer transmission service as may be required for delivery of such power to such participant(s) on a basis that will fully compensate GSU for its costs.

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- (10) GSU shall 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; and between any such entity(ies) and any entity(ies) engaging in bulk power supply outside GSU's service area in Louisiana between whose facilities GSU's transmission lines and other transmission lines would form a continuous electrical path; provided that (i) permission to utilize such other transmission lines has been obtained by the entities involved; (ii) GSU has appropriate agreements for transmission service with the entities interconnected with GSU at both the receiving and delivery points on GSU's system; and (iii) the arrangements reasonably can be accommodated from a functional and technical standpoint. Such transmission shall be on terms that fully compensate GSU for its cost. Any entity(ies) requesting such transmission arrangements shall give reasonable advance notice of its (their) schedule and requirements. (The foregoing applies to any entity(ies) engaging in bulk power supply to which GSU may be interconnected in the future as well as those to which it is now interconnected).

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- (11) GSU shall include in its planning and construction program sufficient transmission capacity as required for the transactions referred to in paragraph (10); provided, that any entity(ies) in its service area in Louisiana gives GSU sufficient advance notice as may be necessary to accommodate its (their) requirements from a functional and technical standpoint and that such entity(ies) fully compensate GSU for its cost. GSU shall not be required to construct transmission facilities which will be of no demonstrable present or future benefit to GSU.
- (12) GSU will sell power (when available) for resale to any entity(ies) in its service area in Louisiana now engaging in or proposing in good faith to engage in retail distribution of electric power, whenever power to meet the needs of such entity(ies) is not available from alternate sources at competitive costs.
- (13) The foregoing conditions shall be in all respects implemented on reasonable terms and conditions in a manner consistent with the provisions of the Federal Power Act and other applicable Federal and State laws and regulatory orders, and shall be subject to force majeure, applicable curtailment programs, and engineering and technical feasibility for GSU's system. None of the foregoing conditions shall require GSU to sell power, perform any service, or engage in any course of action on a basis which would be unlawfully preferential or discriminatory under any applicable law or that would impair GSU's ability to render adequate and reliable service to its own customers. All rates, charges or practices in connection therewith are to be subject to the approval of regulatory agencies having jurisdiction over them.

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