

MAR 29 1979

Docket Nos. 50-275
and 50-323

Mr. John C. Morrissey
Vice President & General Counsel
Pacific Gas & Electric Company
77 Beale Street
San Francisco, California 94106

Dear Mr. Morrissey:

SUBJECT: REPLACEMENT PAGES FOR AMENDMENTS 1 AND 4 TO CPPR-39 AND
CPPR-69 (DIABLO CANYON NUCLEAR POWER PLANT, UNITS 1 AND 2)

Enclosed are replacement pages for Amendment Nos. 1 and 4 to Construction
Permits CPPR-39 and CPPR-69 for Diablo Canyon Nuclear Power Plant, Units
1 and 2 dated December 6, 1978.

The replacement pages are to correct a few typographical errors and
omissions in response to your letter dated January 11, 1979. The
following corrections apply to both amendments unless otherwise noted.

Page 1, Item (1)(c), Line 6 - Change "electrric" to "electric".

Page 3, Item (2)(c), Line 3 - Change "inter connection" to inter-
connection". (Correction to Amendment 1 only)

Page 6, Item (4), Line 7 - Between the words "available" and "from"
insert "from its own generating resources, or may be obtained by
Applicant".

Page 9, Item (8)(b), Line 17 - Change "date" to "data".

We have determined the conclusions reached in our Safety Evaluation
Supporting these amendments are not changed by these replacement pages.

Sincerely,

Original Signed by

7905070674

John F. Stolz, Chief
Light Water Reactors Branch No. 1
Division of Project Management

Enclosures:
Corrected Pages 1, 3,

6 & 9

previous concerns

OFFICE >		DPM:LWR #1	DPM:LWR #1	DPM:LWR #1		
CC:						
SURNAMER >	See next page	EGH/18on-pcm	DPA11ison*	JFStolz		
DATE >		03/29/79	03/ 179	03/29/79		

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Light Water Reactors Branch No. 1
Division of Project Management

Enclosures:
Corrected Pages 1, 3,

OFFICE >	6 & 9	DPM:LWR #1	DPM:LWR #1	DPM:LWR #1	
BURNAGE >		EQWilton:pcm	DPA:Pison	JFStolz	
DATE >	See next page	03/28/79	03/29/79	03/ /79	

50-27/323

DIABLO CANYON, UNITS 1 AND 2 REPLACEMENT PAGES TO CONSTRUCTION PERMIT
AMENDMENTS 1 AND 4 DATED MARCH 29, 1979

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PACIFIC GAS AND ELECTRIC COMPANY

(DIABLO CANYON NUCLEAR POWER PLANT, UNIT 1)

DOCKET NO. 50-275

AMENDMENT TO PROVISIONAL CONSTRUCTION PERMIT

Amendment No. 1

Construction Permit No. CPPR-39

- A. The Nuclear Regulatory Commission (NRC) having found that:
1. The amendment to Construction Permit No. CPPR-39, for the purpose of including in the Construction Permit the antitrust commitments stated in PG&E's letter of April 30, 1976 to the Department of Justice, complies with the standards and requirements of the Atomic Energy Act of 1954, as amended, and the Commission's regulations set forth in 10 CFR Chapter 1;
 2. The issuance of this amendment is in accordance with 10 CFR Part 51;
 3. The issuance of this amendment will not be inimical to the common defense and security or to the health and safety of the public; and
 4. Prior public notice of this amendment is not required since the amendment does not involve a significant hazards consideration.

B. Accordingly, Construction Permit No. CPPR-39 is hereby amended by adding a new paragraph 2.D. which reads as follows:

2.D. This Construction Permit is subject to the following antitrust conditions:

(1) Definitions

(1)(a) "Applicant" means Pacific Gas and Electric Company, any successor corporation, or any assignee of this license.

(1)(b) "Service Area" means that area within the exterior geographic boundaries of the several areas electrically served at retail, now or in the future, by Applicant, and those areas in Northern and Central California adjacent thereto.

(1)(c) "Neighboring Entity" means a financially responsible private or public entity or lawful association thereof ~~owning, contractually controlling or operating, or in good faith proposing to own, to contractually control or to operate facilities for the generation, or transmission at 60 kilovolts or above, of electric power~~

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(2) Interconnection

Interconnection agreements negotiated pursuant to these license conditions shall be subject to the following paragraphs (a) through (g):

- (2)(a) Applicant shall not unreasonably refuse to interconnect and operate normally in parallel with any Neighboring Entity, or to interconnect with any Neighboring Distribution System. Such interconnections shall be consistent with Good Utility Practice.
- (2)(b) Interconnection shall be at one point unless otherwise agreed by the parties to an interconnection agreement. Interconnection shall not be limited to lower voltages when higher voltages are preferable from the standpoint of Good Utility Practice and are available from Applicant. Applicant may include in any interconnection agreement provisions that a Neighboring Entity or Neighboring Distribution System maintain the power factor associated with its load at a comparable level to that maintained by Applicant in the same geographic area and use comparable control methods to achieve this objective.
- (2)(c) Interconnection agreements shall not provide for more extensive facilities or control equipment at the point of interconnection than are required by Good Utility Practice unless the parties mutually agree that particular circumstances warrant special facilities or equipment.
- (2)(d) The Costs of additional facilities required to provide service at the point of interconnection shall be allocated on the basis of the projected economic benefits for each party from the interconnection after consideration of the various transactions for which the interconnection facilities are to be used, unless otherwise agreed by the parties.
- (2)(e) An interconnection agreement shall not impose limitations upon the use or resale of capacity and energy sold or exchanged under the agreement except as may be required by Good Utility Practice.

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(4) Emergency Power

Applicant shall sell emergency power to any interconnected Neighboring Entity which maintains the level of minimum reserve agreed upon with Applicant, agrees to use due diligence to correct the emergency, and agrees to sell emergency power to Applicant. Applicant shall engage in such transactions if and when capacity and energy for such transactions are available from its own generating resources, or may be obtained by Applicant from other sources, but only to the extent that it can do so without impairing service to Applicant's retail or wholesale power customers or impairing its ability to discharge prior commitments.

(5) Other Power Exchanges

Should Applicant have on file, or hereafter file, with the Federal Power Commission, agreements or rate schedules providing for the sale and purchase of short-term capacity and energy, limited-term capacity and energy, long-term capacity and energy or economy energy, Applicant shall, on a fair and equitable basis, enter into like or similar agreements with any Neighboring Entity, when such forms of capacity and energy are available, recognizing that past experience, different economic conditions and Good Utility Practice may justify different rates, terms and conditions. Applicant shall respond promptly to inquiries of Neighboring Entities concerning the availability of such forms of capacity and energy from its system.

(6) Wholesale Power Sales

Upon request, Applicant shall offer to sell firm, full or partial requirements power for a specified period to an interconnected Neighboring Entity or Neighboring Distribution System under a contract with reasonable terms and conditions including provisions which permit Applicant to recover its Costs. Such wholesale power sales must be consistent with Good Utility Practice. Applicant shall not be required to sell Firm Power at wholesale if it does not have available sufficient generation or transmission to supply the requested service or if the sale would impair service to its retail customers or its ability to discharge prior commitments.

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of the relative loads of the participants. With respect to Stanislaus Unit No. 1 or any future nuclear generating unit, a request for participation shall be deemed timely if received within 90 days after the mailing by Applicant to Neighboring Entities and Neighboring Distribution Systems of an announcement of its intent to construct the unit and a request for an expression of interest in participation. Participation shall be on a basis which compensates Applicant for a reasonable share of all its Costs, incurred and to be incurred, in planning, selecting a site for, constructing and operating the facility.

- (8)(b) Any Neighboring Entity or any Neighboring Distribution System making a timely request for participation in a nuclear unit must enter into a legally binding and enforceable agreement to assume financial responsibility for its share of the Costs associated with participation in the unit and associated transmission facilities. Unless otherwise agreed by Applicant, a Neighboring Entity or Neighboring Distribution System desiring participation must have signed such an agreement within one year after Applicant has provided to that Neighboring Entity or Neighboring Distribution System pertinent financial and technical data bearing on the feasibility of the project which are then available to Applicant. Applicant shall provide additional pertinent data as they become available during the year. The requesting party shall pay to Applicant forthwith the additional expenses incurred by Applicant in making such financial and technical data available. In any participation agreement subject to this Section, Applicant may require provisions requiring payment by each participant of its share of all costs incurred up to the date of the agreement, requiring each participant thereafter to pay its pro rata share of funds as they are expended for the planning and construction of units and related facilities, and requiring each participant to make such financial arrangements as may be necessary to ensure the ability of the participant to continue to make such payments.

(9) Implementation

- (9)(a) All rates, charges, terms and practices are and shall be subject to the acceptance and approval of any regulatory agencies or courts having jurisdiction over them.

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PACIFIC GAS AND ELECTRIC COMPANY

(DIABLO CANYON NUCLEAR POWER PLANT, UNIT 2)

DOCKET NO. 50-323

AMENDMENT TO PROVISIONAL CONSTRUCTION PERMIT

Amendment No. 4

Construction Permit No. CPPR-69

A. The Nuclear Regulatory Commission (NRC) having found that:

1. The amendment to Construction Permit No. CPPR-69, for the purpose of including in the Construction Permit the antitrust commitments stated in PG&E's letter of April 30, 1976 to the Department of Justice, complies with the standards and requirements of the Atomic Energy Act of 1954, as amended, and the Commission's regulations set forth in 10 CFR Chapter 1;
2. The issuance of this amendment is in accordance with 10 CFR Part 51;
3. The issuance of this amendment will not be inimical to the common defense and security or to the health and safety of the public; and
4. Prior public notice of this amendment is not required since the amendment does not involve a significant hazards consideration.

B. Accordingly, Construction Permit No. CPPR-69 is hereby amended by adding a new paragraph 2.D. which reads as follows:

2.D. This Construction Permit is subject to the following antitrust conditions:

(1) Definitions

(1)(a) "Applicant" means Pacific Gas and Electric Company, any successor corporation, or any assignee of this license.

(1)(b) "Service Area" means that area within the exterior geographic boundaries of the several areas electrically served at retail, now or in the future, by Applicant, and those areas in Northern and Central California adjacent thereto.

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