



**ENTERGY**

Entergy Operations, Inc.  
PO Box 8  
Biloxi, LA 70066  
Tel 504 739-6774

R. F. Burski  
Director  
Nuclear Safety  
Waterford 3

W3F192-0059  
A4.05  
QA

May 6, 1992

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:

Entergy Operations, Inc. letter W3F192-0044 dated March 26, 1992 submitted certificates for property insurance noting the primary coverage renewal certificate was not yet available and would be forwarded upon receipt. Attached is recently received documentation from Nuclear Mutual Limited as proof of continued primary property insurance coverage.

Should you desire further information, please contact O.P. Pipkins of our Licensing section at (504) 739-6707.

Very truly yours,

R.F. Burski  
Director, Nuclear Safety

cc: R.D. Martin, NRC Region IV  
D.L. Wigginton, NRC-NRR  
R.B. McGehee  
H.S. Reynolds  
NRC Resident Inspectors Office

9205120175 920506  
PDR ADDOCK 05000382  
PDR

*M001*

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. P92-036 as follows:

MEMBER INSURED: Louisiana Power & Light Company

ADDRESS: c/o Entergy Services, Inc.  
P. O. Box 61000  
Risk Management Policy  
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, 1992 to 12:01 a.m.  
on April 1, 1993, Standard time in  
Hamilton, Bermuda.

LOSS PAYEE CLAUSE: See attached Schedule 1

INSUREDS: See attached Schedule 2

SCHEDULE 1.

Loss Payee Clause

- A. Expenses covered under the Nuclear Liability Coverage (Section VI.1(a)) 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, whose receipt shall constitute a release in full of all liability with respect to such payment. The Member Insured may, by written notice to the Insurer, designate other payees.
- B. Loss if any, under 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 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 River Fuel Company #2, Inc. (as Lessor) and Morgan Guaranty Trust Company of New York (as Assignee) as their interest 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.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

SCHEDULE 2.

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.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.


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, 1992

CERTIFICATE EXPIRES: April 1, 1993, unless cancelled sooner.

Signed by:  
NUCLEAR MUTUAL LIMITED.

  
\_\_\_\_\_  
David H. Scott,  
Vice President-Underwriting