

APPENDIX B

TO FACILITY OPERATING LICENSE NO. NPF-47

RIVER BEND STATION

UNIT 1

GULF STATES UTILITIES COMPANY

DOCKET NO. 50-458

ENVIRONMENTAL PROTECTION PLAN

(NONRADIOLOGICAL)

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1.0 Objectives of the Environmental Protection Plan

The Environmental Protection Plan (EPP) is to provide for protection of nonradiological environmental values during operation of the nuclear facility. The principal objectives of the EPP are as follows:

- (1) Verify that the facility is operated in an environmentally acceptable manner, as established by the Final Environmental Statement - Operating Licensing Stage (FES-OL) and other NRC environmental impact assessments.
- (2) Coordinate NRC requirements and maintain consistency with other Federal, State and local requirements for environmental protection.
- (3) Keep NRC informed of the environmental effects of facility construction and operation and of actions taken to control those effects.

Environmental concerns identified in the FES-OL which relate to water quality matters are regulated by way of the licensee's NPDES permit.

2.0 Environmental Protection Issues

In the FES-OL dated January 1985, the staff considered the environmental impacts associated with the operation of the River Bend Station Unit 1. Certain environmental issues were identified which required study or license conditions to resolve environmental concerns and to assure adequate protection of the environment.

2.1 Aquatic Issues

No specific aquatic issues were identified by the NRC staff in the FES-OL.

2.2 Terrestrial Issues

Detection of possible changes in or damage to local flora caused by drift deposition due to the operation of the River Bend Station Cooling Towers. (FES-OL Section 5.14.1)

2.3 Noise Issues

Adverse community reaction is expected from noise of operation of the plant (FES-OL, Section 5.12). A monitoring program to identify the extent of impacts and the mitigative actions necessary, if any, is specified in Section 4.2.3. (FES-OL Section 5.14)

3.0 Consistency Requirements

3.1 Plant Design and Operation

The licensee may make changes in station design or operation or perform tests or experiments affecting the environment provided such activities do not involve an unreviewed environmental question and do not involve a change in the EPP*. Changes in station design or operation or performance of tests or experiments which do not affect the environment are not subject to the requirements of this EPP. Activities governed by Section 3.3 are not subject to the requirements of this Section.

Before engaging in additional construction or operational activities which may significantly affect the environment, the licensee shall prepare and record an environmental evaluation of such activity. Activities are excluded from this requirement if all measurable nonradiological environmental effects are confined to the on-site areas previously disturbed during site preparation and plant construction. When the evaluation indicates that such activity involves an unreviewed environmental question, the licensee shall provide a written evaluation of such activity and obtain prior NRC approval. When such activity involves a change in the EPP, such activity and change to the EPP may be implemented only in accordance with an appropriate license amendment as set forth in Section 5.3 of this EPP.

* This provision does not relieve the licensee of the requirements of 10 CFR 50.59.

A proposed change, test or experiment shall be deemed to involve an unreviewed environmental question if it concerns: (1) a matter which may result in a significant increase in any adverse environmental impact previously evaluated in the FES-OL, environmental impact appraisals, or in any decisions of the Atomic Safety and Licensing Board; or (2) a significant change in effluents or power level; or (3) a matter, not previously reviewed and evaluated in the documents specified in (1) of this Subsection, which may have a significant adverse environmental impact.

The licensee shall maintain records of changes in facility design or operation and of tests and experiments carried out pursuant to this Subsection. These records shall include written evaluations which provide bases for the determination that the change, test, or experiment does not involve an unreviewed environmental question or constitute a decrease in the effectiveness of this EPP to meet the objectives specified in Section 1.0. The licensee shall include as part of the Annual Environmental Operating Report (per Subsection 5.4.1) brief descriptions, analyses, interpretations, and evaluations of such changes, tests and experiments.

3.2 Reporting Related to the NPDES Permit and State Certification

The licensee shall notify the NRC of proposed revisions to the effective NPDES Permit if the proposed revision is a significant change of waste stream flow rate, concentration, or point of discharge. This shall be done by providing NRC with a copy of the proposed revision at the same

time it is submitted to the permitting agency. The licensee shall provide the NRC a copy of the application for renewal of the NPDES Permit at the same time the application is submitted to the permitting agency.

Changes to, or renewals of, the NPDES Permits or the State certification shall be reported to the NRC within 30 days following the date the change or renewal is approved. If a permit or certification, in part or in its entirety, is appealed and stayed, the NRC shall be notified within 30 days following the date the stay is granted.

3.3 Changes Required for Compliance with Other Environmental Regulations

Changes in plant design or operation and performance of tests or experiments which are required to achieve compliance with other Federal, State, and local environmental regulations are not subject to the requirements of Section 3.1.

4.0 Environmental Conditions

4.1 Unusual or Important Environmental Events

Any occurrence of an unusual or important event that indicates or could result in significant environmental impact causally related to plant operation shall be recorded and reported to the NRC within 24 hours followed by a written report per Subsection 5.4.2. The following are examples: excessive bird impaction events, onsite plant or animal disease outbreaks, mortality or unusual occurrence of any species protected by the Endangered Species Act of 1973, fish kills, increase in nuisance organisms or conditions, and unanticipated or emergency discharge of waste water or chemical substances.

No routine monitoring programs are required to implement this condition.

4.2 Environmental Monitoring

4.2.1 Aquatic Monitoring

The certifications and permits required under the Clean Water Act provide mechanisms for protecting water quality and, indirectly, aquatic biota. The NRC will rely on the decisions made by the U.S. Environmental Protection Agency and the State of Louisiana under the authority of the Clean Water Act for any requirements for aquatic monitoring.

4.2.2 Terrestrial Monitoring

Vegetative communities of the site and vicinity within 1 Kilometer of the cooling towers in all directions shall be aerially photographed to detect and assess the significance of damage, or lack thereof, as related to cooling tower drift dispersions. Photography shall be done by aerial overflight during September or early October. Monitoring shall include a program of low altitude color infrared photography. The scale for full coverage shall be adequate to enable identification of vegetative damage over relatively small areas of terrain. Some circumstances may warrant inspection of photographs discerning individual trees. Such scale should be adequate to resolve impacted features. Photographs taken during plant operation shall be compared with pre-operational photographs (baseline) to ascertain changes in vegetation. Photographic interpretations shall be verified by ground inspection surveys to confirm areas of stress and non-stress. This program shall require aerial photographic monitoring to begin 2 years preceding initiation of cooling tower operation and during the following first and third years. If adverse effects are observed, the NRC will require the applicant to repeat the study in additional years and to perform examinations of vegetation, both on and off site, to determine the extent of the damage. Such studies are necessary to determine the need for any corrective action to mitigate the impacts.

A report shall be submitted as part of the annual report following each aerial photographic monitoring period. The report shall contain a

description of the program, results and interpretative analysis of environmental impacts. Results reported shall contain information encompassing but not limited to the following: sampling date, time of day, film types, and one (1) set of resultant color transparencies encompassing an area within approximately a one Kilometer (1 Km) radius of the Station's normal cooling towers.

4.2.3 Noise Monitoring

A noise monitoring program shall be conducted in the site vicinity during the first full year following the onset of commercial operation of River Bend Station. The purpose of the program is to characterize the Station's operational noise levels, to compare these levels with ambient levels recorded during 1972 and 1980 surveys, and to evaluate the community impact, if any, of cooling tower fan blade tonal noise and incremental broadband noise.

The monitoring program will include measurements of sound levels at the nearest residence in each of six 45° (forty-five degree) directional sectors from the Northwest through the South (i.e., residences R1, R4, and R7 shown on Figure 5.22 FES-OL, and three additional residences in the compass sectors East, Southeast, and South. At each location daytime and nighttime (midnight to 4:00 a.m.) measurements will be made once in Winter and Summer to obtain statistical indicators (L_{90} , L_{50} , L_{eq}) for A weighted decibel levels. Additionally one-third octave band analysis will be performed at each location on each visit.

Results of these surveys will be evaluated and included in the annual environmental monitoring report. If noise impacts are identified during the Summer or Winter surveys a discussion of proposed mitigative measures will be included in the monitoring report.

5.0 Administrative Procedures

5.1 Review and Audit

The licensee shall provide for review and audit of compliance with the EPP. The audits shall be conducted independently of the individual or groups responsible for performing the specific activity. A description of the organization structure utilized to achieve the independent review and audit function and results of the audit activities shall be maintained and made available for inspection.

5.2 Records Retention

Records and logs relative to the environmental aspects of station operation shall be made and retained in a manner convenient for review and inspection. These records and logs shall be made available to NRC on request.

Records of modifications to station structures, systems and components determined to potentially affect the continued protection of the environment shall be retained for the life of the station. All other records, data and logs relating to this EPP shall be retained for five years or, where applicable, in accordance with the requirements of other agencies.

5.3 Changes in Environmental Protection Plan

Requests for changes in the EPP shall include an assessment of the environmental impact of the proposed change and a supporting justification. Implementation of such changes in the EPP shall not commence prior to NRC approval of the proposed changes in the form of a license amendment incorporating the appropriate revision to the EPP.

5.4 Plant Reporting Requirements

5.4.1 Routine Reports

An Annual Environmental Operating Report describing implementation of this EPP for the previous year shall be submitted within 90 days following each anniversary of issuance of the operating license. The period of the first report shall begin with the date of issuance of the operating license.

The report shall include summaries and analyses of the results of the environmental protection activities required by Subsection 4.2 of this EPP for the report period, including a comparison with related preoperational studies, operational controls (as appropriate), and previous nonradiological environmental monitoring reports, and an assessment of the observed impacts of the plant operation on the environment. If harmful effects or evidence of trends toward irreversible damage to the environment are observed, the licensee shall provide a detailed analysis of the data and a proposed course of mitigating action.

The Annual Environmental Operating Report shall also include:

- (1) A list of EPP noncompliances and the corrective actions taken to remedy them.
- (2) A list of all changes in station design or operation, tests, and experiments made in accordance with Subsection 3.1 which involved a potentially significant unreviewed environmental question.
- (3) A list of nonroutine reports submitted in accordance with Subsection 5.4.2.

In the event that some results are not available by the report due date, the report shall be submitted noting and explaining the missing results. The missing results shall be submitted as soon as possible in a supplementary report.

5.4.2 Nonroutine Reports

A written report shall be submitted to the NRC within 30 days of occurrence of a nonroutine event. The report shall (a) describe, analyze, and evaluate the event, including extent and magnitude of the impact, and plant operating characteristics, (b) describe the probable cause of the event, (c) indicate the action taken to correct the reported event, (d) indicate the corrective

action taken to preclude repetition of the event and to prevent similar occurrences involving similar components or systems, and (e) indicate the agencies notified and their preliminary responses.

Events reportable under this subsection which also require reports to other Federal, State or local agencies shall be reported in accordance with those reporting requirements in lieu of the requirements of this subsection. The NRC shall be provided with a copy of such report at the same time it is submitted to the other agency.



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

NOV 20 1986

APPENDIX C

ANTITRUST CONDITIONS
FACILITY OPERATING LICENSE NO. NPF-47

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.
- (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.
 - (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

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.

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.
- (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.
- (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

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.

- (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.

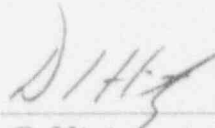
Participation shall be either by ownership of or purchase of unit participation power from the respective nuclear units. Participation in any form shall be on an equitable basis whereby the participants, in proportion to their interests, share fully in all costs and risks of the respective nuclear units. 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.

- (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).

- (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.

ACCEPTANCE OF AUTHORITY UNDER LICENSE AMENDMENT

EOI hereby accepts the assumption of operating and license responsibilities for River Bend as described in Amendment No. _____ to Operating License NPF-47. EOI agrees to be bound by all applicable NRC regulations, applicable license conditions (as identified in the amended license), technical specifications, and any applicable orders.



D. C. Hintz
President and Chief Executive Officer
Entergy Operations, Inc.