

**Letter of Agreement  
Between  
Entergy Operations, Inc., operator of the Waterford 3 Nuclear Power Plant and agent for  
the owner Entergy Louisiana, LLC  
And the City of Hammond, Louisiana owner of the  
Hammond Northshore Regional Airport**

This agreement is by and between Entergy Operations, Inc. ("EOI"), operator of the Waterford 3 Nuclear Power Plant ("WF3") and agent for the owner Entergy Louisiana, LLC, and the City of Hammond, owner of the Hammond Northshore Regional Airport, (hereinafter called the "Parties").

I. Purpose

The purpose of this agreement is to affirm and maintain the cooperative relationship between the Parties with particular regard for the planning, response and assistance with respect to a potential large scale beyond design basis event (tornado strike, flooding, earthquake, etc.) at the Waterford 3 Nuclear Power Plant in Taft, Louisiana.

It is the intent of this agreement (1) to identify the responsibilities for the Parties in emergency response, (2) to identify services to be provided, (3) to formalize emergency notification interfaces, and (4) to establish a mechanism for exchange and dissemination of information relevant to emergency planning and response.

Note: This Letter of Agreement is **not** a part of the regulatory design basis for the radiological emergency plan. This agreement remains in effect perpetually from the original date of signing unless cancelled by one Party with written notice not less than 30 days in advance to the other Party.

II. Authority

A. 10 CFR 50.47 and 10 CFR Part 50 App. E.

III. Responsibilities

With respect to emergency planning and to the response of each Party to potential or actual events at the Waterford 3 Nuclear Power Plant which would require action by each party in accordance with this agreement, the Parties agree to be responsible for the following:

A. Entergy Operations, Inc. agrees:

1. That it will be responsible for all onsite operations relating to an actual or potential emergency at the Waterford 3 Nuclear Power Plant;
2. That it will notify the Hammond Northshore Regional Airport Director or designee directly in accordance with the Waterford 3 Nuclear Power Plant FLEX Support Guideline for Activation of the SAFER Regional Response Center and the Waterford 3 Nuclear Power Plant notification procedures. Notification will be made

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as quickly after the identification of a need for support from the Hammond Northshore Regional Airport as conditions permit;

3. That it will provide from its resources a liaison to interface with airport personnel throughout the event;
  4. That it will make arrangements for the arrival of Waterford 3 Emergency Response personnel at the airport as necessary to minimize interference in normal or other emergency airport operations;
  5. That it will reimburse the City of Hammond or its vendor for the reasonable cost of fuel supplied for required helicopter air operations;
  6. That it will make repairs or reimburse the City of Hammond for any damages caused by vehicular traffic during muster or staging area operations;
  7. That it will reimburse the City of Hammond for the costs of any related training that takes place at the Hammond Northshore Regional Airport, provided such costs are mutually agreed to in writing prior to the training;
  8. That it will make biennial arrangements to review this Letter of Agreement to determine if changes are needed; and
  9. That it will defend, indemnify, save and hold harmless the Hammond Northshore Regional Airport, the City of Hammond, its officers, agents, servants, and employees, including volunteers, from and against any and all claims, demands, expense and liabilities arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Entergy Operations, Inc., its agents, servants and employees, and any and all costs, expense and/or attorney fees incurred by the City of Hammond, its agents, representatives and/or employees as a result of any such claim, demands, and/or causes of action, except those claims, demands and/or causes of action arising out negligence. Entergy Operations, Inc. agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand, or suit at its sole expense related thereto, even if such claim, demand or suit is groundless, false or fraudulent.
- B. The Hammond Northshore Regional Airport agrees:**
1. To coordinate the opening of airport buildings and grounds for use as available, for the purpose of mustering, briefing and transporting personnel, equipment or supplies to and from the Waterford 3 Nuclear Power Plant.
  2. To provide mutual coordination with the Waterford 3 Nuclear Power Plant liaison and SAFER Staging Area Coordinator to help ensure normal air operations are not disrupted to the extent possible;
  3. To assist in ensuring that fuel as needed is available from normal suppliers to support air operations moving personnel, supplies or equipment to the Waterford

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- 3 Nuclear Power Plant. Fuel costs should be reasonably close to normal retail rates with provisions for cost associated with emergency deliveries;
4. To review the agreement biennially with Waterford 3 Nuclear Power Plant personnel to determine if changes are needed;
  5. To participate in and allow use of the facility for a drill, if required by the Nuclear Regulatory Commission during an 8 year drill planning cycle. It is expected that such training will focus on verifying communications protocols and will be conducted at the Waterford 3 Nuclear Power Plant. Hammond Northshore Airport personnel are expected to participate in such training at the City of Hammond expense, if no overtime expenses are incurred.

### C. The Parties agree to the following:

1. To coordinate, to the extent possible, information disseminated to the public regarding the severity and magnitude of an incident at the Waterford 3 Nuclear Power Plant and SAFER operations while at the airport;
2. To provide liaisons for communications purposes during real events and drills;
3. To periodically review the status of plans, agreements, and capabilities which may require revision and/or further development; and to conduct drills/tabletops involving emergency response;
4. Nothing expressed or implied in this agreement shall relieve Entergy Operations, Inc. of its legal responsibilities under applicable state laws, or restrict Entergy Operations, Inc. from compliance with any law, or the licensing or operation of the Waterford 3 Nuclear Power Plant.
5. This agreement shall not serve to limit any action of the Hammond Northshore Regional Airport under regulations and laws of the Parish of Tangipahoa, State of Louisiana or the Federal Aviation Administration or any other federal body or agency to carry out its responsibilities in all areas not prohibited by law.

This letter of Agreement shall continue until expressly revoked by either party, upon not less than 30-days advance notice, and may be modified upon the mutual consent of the Parties. This letter should be reviewed and updated as appropriate by each party once every two years.

Agreed to commence on \_\_\_ day of \_\_\_\_\_, 2015

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\_\_\_\_\_/\_\_\_\_\_  
Robert Carey  
Manager, Emergency Planning  
Waterford 3 Nuclear Power Plant  
Entergy Operations, Inc.

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David Lobue  
Airport Director  
Hammond Northshore Regional Airport

\_\_\_\_\_/\_\_\_\_\_  
Mike Chisum  
Site Vice President  
Waterford 3 Nuclear Power Plant  
Entergy Operations, Inc.

\_\_\_\_\_/\_\_\_\_\_  
Pete Panepinto  
Mayor  
City of Hammond