



Kenneth J. Peters
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& Chief Nuclear Officer
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CP-201600411
TXX-16066

Ref: 10 CFR 50.80
10 CFR 50.90
10 CFR 72.50
10 CFR 2.390

April 20, 2016

U.S. Nuclear Regulatory Commission
Attention: Document Control Desk
Director, Office of Nuclear Reactor Regulation
Washington, DC 20555-0001

SUBJECT: Comanche Peak Nuclear Power Plant (CPNPP) and Independent Spent Fuel Storage Installation (ISFSI), Docket Nos. 50-445, 50-446, 72-74
Additional Information Regarding Application for Order Approving Transfer of Licenses and Conforming License Amendments (CPNPP Unit 1 Operating License (NPF-87) and CPNPP Unit 2 Operating License (NPF-89)) (CAC NOS. MF7075 and MF7076)

REFERENCES:

1. Luminant Power Letter logged TXX-15146 from Rafael Flores to the NRC dated November 12, 2015, Application for Order Approving Transfer of Licenses and Conforming License Amendments (CPNPP Unit 1 Operating License (NPF-87) and CPNPP Unit 2 Operating License (NPF-89)) (ML15320A093)
2. Luminant Power Letter logged TXX-16057 from Ken Peters to the NRC dated April 7, 2016, Additional Information Regarding Application for Order Approving Transfer of Licenses and Conforming License Amendments (CPNPP Unit 1 Operating License (NPF-87) and CPNPP Unit 2 Operating License (NPF-89))

Dear Sir or Madam:

Luminant Generation Company LLC ("Luminant Power") hereby submits additional information in connection with the transfer of licenses requested in Reference 1. The additional information is provided as a result of communication between the NRC Staff (Margaret Watford) and Luminant Power (Carl Corbin).

Enclosure 1 of this letter provides an updated mark-up of Unit 1 Operating License NPF-87 and Unit 2 Operating License NPF-89 and supersedes Enclosure 1 of Reference 2. Enclosure 2 of this letter provides replacement pages for the Unit 1 Operating License NPF-87 and Unit 2 Operating License NPF-89 and supersedes Enclosure 2 of Reference 2.

The No Significant Hazards Consideration Determination provided in Exhibit E of Reference 1 is not changed by the additional information provided in this letter.

ADD1
NM5526
NRR
NM55

There are no new regulatory commitments in this letter.

Attachment 1 provides the affidavit for Thomas P. McCool regarding the information provided by this letter.

If the NRC requires additional information concerning the enclosed application, please contact Thomas P. McCool, Site Vice President, Luminant Power, tel: (254) 897-6042 or e-mail (Thomas.McCool@Luminant.com).

Sincerely,

Luminant Generation Company LLC

Kenneth J. Peters

By: 

Thomas P. McCool
Site Vice President

Attachment 1 Affirmation of Thomas P. McCool
Enclosure 1 Mark-up of the Unit 1 and Unit 2 Operating Licenses
Enclosure 2 Replacement Pages for the Unit 1 and Unit 2 Operating Licenses

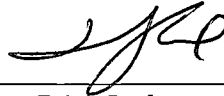
William M. Dean, Director, Office of Nuclear Reactor Regulation
M. L. Dapas, Region IV
Margaret M. Watford, NRR
Resident Inspectors, Comanche Peak

Mr. Robert Free
Environmental Monitoring & Emergency Response Manager
Texas Department of State Health Services
Mail Code 1986
P. O. Box 149347
Austin TX, 78714-9347

Affirmation

I, Thomas P. McCool, being duly sworn, state that I am the Site Vice President for Comanche Peak Nuclear Power Plant, Luminant Generation Company LLC ("Luminant Power"), that I am authorized to sign and file this additional information in support of its "Application for Order Approving Transfer of Licenses and Conforming License Amendments," with the Nuclear Regulatory Commission on behalf of Luminant Power and its affiliates, and that the statements made and the matters set forth herein pertaining to Luminant Power and its affiliates are true and correct to the best of my knowledge, information, and belief.

Luminant Generation Company LLC



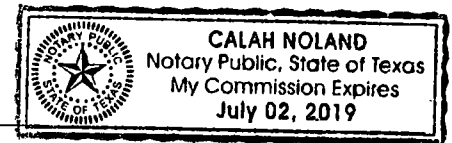
Thomas P. McCool
Site Vice President

STATE OF TEXAS

COUNTY OF Somervell

Subscribed and sworn to before me, a Notary Public, in and for the County and State

above named, this 20th day of April 2016.



My Commission Expires: 07/02/2019

**Enclosure 1 to TXX-16066
(20 total pages including this page)**

Mark-up of Unit 1 and Unit 2 Operating Licenses

Facility Operating License No. NPF-87

Pages

1-9

Appendix B cover page

Facility Operating License No. NPF-89

Pages

1-8

Appendix B cover page



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

COMANCHE PEAK LLC AND
OPERATING COMPANY LLC

~~LUMINANT GENERATION COMPANY LLC~~

DOCKET NO. 50-445

COMANCHE PEAK NUCLEAR POWER PLANT, UNIT NO. 1

FACILITY OPERATING LICENSE

License No. NPF-87

Operating Company
LLC ("OpCo LLC"),
acting on its own
behalf and for
Comanche Peak LLC
("CP LLC"),
hereinafter individually
(licensee) as
appropriate, or
together (licensees)

1. The Nuclear Regulatory Commission (the Commission) has found that:
 - A. The application for a license filed by ~~Luminant Generation Company LLC*~~ (licensee), 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 Comanche Peak Nuclear Power Plant, Unit No. 1 (the facility), has been substantially completed in conformity with Construction Permit No. CPPR-126 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 (except as exempted from compliance in Section 2.D below);
 - 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, except as exempted from compliance in Section 2.D below;

* Luminant Generation Company LLC, was previously named as TXU Generation Company LP. The legal name was changed in connection with the indirect license transfer application dated April 18, 2007, as supplemented July 20, 2007.

OpCo LLC

- 2 -

- E. ~~Luminant Generation Company LLC~~ 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;
- F. ~~The licensee~~ has satisfied the applicable provisions of 10 CFR 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-87 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, except that an exemption to the provisions of 70.24 is granted as described in paragraph 2.D below.

2. Based on the foregoing findings regarding this facility, Facility Operating License No. NPF-87 is hereby issued to the licensee, to read as follows:

- A. This license applies to the Comanche Peak Nuclear Power Plant, Unit No. 1, a pressurized-water nuclear reactor and associated equipment (the facility), owned by the licensee. The facility is located on Squaw Creek Reservoir in Somervell County, Texas about 5 miles north-northwest of Glen Rose, Texas, and about 40 miles southwest of Fort Worth in north-central Texas and is described in the licensee's Final Safety Analysis Report, as supplemented and amended, and the licensee's Environmental Report, as supplemented and amended.
- B. Subject to the conditions and requirements incorporated herein, the Commission hereby licenses:

OpCo LLC

- (1) Pursuant to Section 103 of the Act and 10 CFR Part 50, "Domestic Licensing and Production and Utilization Facilities," ~~Luminant Generation Company LLC~~ to possess, use, and operate the facility at the designated location in Somervell County, Texas in accordance with the procedures and limitations set forth in this license;

- (2) NOT USED

CP LLC, pursuant to 10 CFR Part 50, to possess the facility at the designated location in Somervell County, Texas in accordance with the procedures and limitations set forth in this license;

- (3) ~~Luminant Generation Company LLC~~, pursuant to the Act and 10 CFR Part 70, to receive, possess, and use at any time, special nuclear material as reactor fuel, in accordance with the limitations for storage and amounts required for reactor operation, and described in the Final Safety Analysis Report, as supplemented and amended;
- (4) ~~Luminant Generation Company LLC~~, pursuant to the Act and 10 CFR Parts 30, 40 and 70, to receive, possess, and use, at any time, any byproduct, source, and special nuclear material as sealed neutron sources for reactor startup, sealed sources for reactor instrumentation and radiation monitoring equipment calibration, and as fission detectors in amounts as required;
- (5) ~~Luminant Generation Company LLC~~, pursuant to the Act and 10 CFR Parts 30, 40 and 70, to receive, possess, and use in amounts as required, any byproduct, source, and special nuclear material without restriction to chemical or physical form, for sample analysis or instrument calibration or associated with radioactive apparatus or components; and
- (6) ~~Luminant Generation Company LLC~~, pursuant to the Act and 10 CFR Parts 30, 40 and 70, to possess, but not separate, such byproduct and special nuclear materials as may be produced by the operation of the facility.
- OpCo LLC

C. This license shall be deemed to contain and is subject to the conditions specified in the Commission's regulations set forth in 10 CFR Chapter I and is subject to all applicable provisions of the Act and to the rules, regulations, and orders of the Commission now or hereafter in effect; and is subject to the additional conditions specified or incorporated below:

- (1) Maximum Power Level
- OpCo LLC → ~~Luminant Generation Company LLC~~ is authorized to operate the facility at reactor core power levels not in excess of 3458 megawatts thermal through Cycle 13 and 3612 megawatts thermal starting with Cycle 14 in accordance with the conditions specified herein.
- (2) Technical Specifications and Environmental Protection Plan
- OpCo LLC → The Technical Specifications contained in Appendix A as revised through Amendment No. 165 and the Environmental Protection Plan contained in Appendix B, are hereby incorporated into this license. ~~Luminant Generation Company LLC~~ shall operate the facility in accordance with the Technical Specifications and the Environmental Protection Plan.

(3) Antitrust Conditions

DELETED

(4) License Transfer

CP LLC

The ~~Luminant Generation Company LLC~~ Decommissioning Master Trust Agreement for the facility at the time the license transfers are effected and thereafter, is subject to the following:

(a) DELETED

(b) DELETED

(c) The appropriate section of the decommissioning trust agreement must state that investments made in trust by the trustee, investment advisor, or anyone else directing the investments made in the trusts shall adhere to investment guidelines established by the PUCT (e.g., 16 Texas Administration Code 25.301);

(d) DELETED

(e) DELETED

(5) License Transfer

CP LLC → ~~Luminant Generation Company LLC~~ shall provide decommissioning funding assurance, to be held in a decommissioning trust for the facility upon the direct transfer of the facility license to ~~Luminant Generation Company LLC~~, in an amount equal to or greater than the balance in the facility decommissioning trusts immediately prior to the transfer. In addition, ~~Luminant Generation Company LLC~~ shall ensure that all contractual arrangements referred to in the application for approval of the transfer of the facility license to ~~Luminant Generation Company LLC~~, to obtain necessary decommissioning funds for the facility through a non-bypassable charge are executed and will be maintained until the decommissioning trusts are fully funded, or shall ensure that other mechanisms that provide equivalent assurance of decommissioning funding in accordance with the Commission's regulations are maintained.

(6) License Transfer

DELETED

(7) License Transfer

CP LLC → ~~Luminant Generation Company LLC and its subsidiaries~~ agree to provide the Director, Office of Nuclear Reactor Regulation, a copy of any application, at the time it is filed, to transfer (excluding grants of security interests or liens) from ~~Luminant Generation Company LLC or its subsidiaries~~ to its proposed parent, or to any other affiliated company, facilities for the production of electric energy having a depreciated book value exceeding ten percent (10%) of such licensee's consolidated net utility plant, as recorded on ~~Luminant Generation Company LLC's~~ book of accounts. **S** → **CP LLC's**

(8) Mitigation Strategy License Condition

The licensee shall develop and maintain strategies for addressing large fires and explosions and that include the following key areas:

- (a) Fire fighting response strategy with the following elements:
1. Pre-defined coordinated fire response strategy and guidance
 2. Assessment of mutual aid fire fighting assets
 3. Designated staging areas for equipment and materials
 4. Command and control
 5. Training of response personnel

OpCo LLC, the parent company of CP LLC, shall enter into the \$300 million support agreement as described in the November 12, 2015 application for license transfer, with CP LLC, no later than the time the proposed license transfer occurs. CP LLC shall take no action to cause OpCo LLC,

(b) Operations to mitigate fuel damage considering the following:

1. Protection and use of personnel assets
2. Communications
3. Minimizing fire spread
4. Procedures for implementing integrated fire response strategy
5. Identification of readily-available pre-staged equipment
6. Training on integrated fire response strategy
7. Spent fuel pool mitigation measures

(c) Actions to minimize release to include consideration of:

1. Water spray scrubbing
2. Dose to onsite responders

(9) License Transfer

Following the subject transfer of control of the licenses, all of the directors of CP LLC and OpCo LLC who can vote on activities governed by the CPNPP license and all of the officers of CP LLC and OpCo LLC with direct responsibility for activities governed by the CPNPP license shall (1) be U.S. citizens and not appointed by a foreign entity and (2) have exclusive authority to ensure and shall ensure that the business and activities of OpCo LLC and CP LLC with respect to the CPNPP license is at all times conducted in a manner consistent with the public health and safety and common defense and security of the United States.

~~Luminant Generation Company LLC shall enter into the \$250 million support agreement with Luminant Investment Company LLC, as described in the July 20, 2007 supplement to the April 18, 2007 indirect license transfer application, no later than the time the proposed transactions and indirect license transfers occur. Luminant Generation Company LLC shall take no action to cause Luminant Investment Company LLC, or its successors and assigns, to void, cancel, or modify the support agreement or cause it to fail to perform, or impair its performance under the support agreement, without the prior written consent of the NRC. The support agreement may not be amended or modified without 30 days prior written notice to the Director of the Office of Nuclear Reactor Regulation or his designee. An executed copy of the support agreement shall be submitted to the NRC no later than 30 days after the completion of the proposed transactions and the indirect license transfers. Luminant Generation Company LLC shall inform the NRC in writing anytime it draws upon the support agreement.~~

CP LLC

~~Following the subject indirect transfer of control of the licenses, all of the officers of the general partner or controlling member of the licensee of CPNPP shall be U.S. citizens. This condition may be amended upon application by the licensee and approval by the Director of the Office of Nuclear Reactor Regulation.~~

either

D. The following exemptions are authorized by law and will not endanger life or property or the common defense and security. Certain special circumstances are present and these exemptions are otherwise in the public interest. Therefore, these exemptions are hereby granted pursuant to 10 CFR 50.12.

- (1) The facility requires a technical exemption from the requirements of 10 CFR Part 50, Appendix J, Section III.D.2(b)(ii). The justification for this exemption is contained in Section 6.2.5 of Supplement 22 to the Safety Evaluation Report dated January 1990. The staff's environmental assessment was published on November 14, 1989 (54 FR 47430).

Therefore, pursuant to 10 CFR 50.12(a)(1), and 10 CFR 50.12(a)(2)(ii) and (iii), the Comanche Peak Nuclear Power Plant, Unit 1 is hereby granted an exemption from the cited requirement and instead, is required to perform the overall air lock leak test at pressure P_a prior to establishing containment integrity if air lock maintenance has been performed that could affect the air lock sealing capability.

- (2) The facility was previously granted an exemption from the criticality monitoring requirements of 10 CFR 70.24 (see Materials License No. SNM-1912 dated December 1, 1988 and Section 9.1.1 of Supplement 22 to the Safety Evaluation Report dated January 1990). The staff's environmental assessment was published on November 14, 1989 (54 FR 47432). The Comanche Peak Nuclear Power Plant, Unit 1 is hereby exempted from the criticality monitoring provisions of 10 CFR 70.24 as applied to fuel assemblies held under this license.
- (3) The facility requires a temporary exemption from the scheduler requirements of 10 CFR 50.33(k) and 10 CFR 50.75. The justification for this exemption is contained in Section 20.6 of Supplement 22 to the Safety Evaluation Report dated January 1990. The staff's environmental assessment was published on November 14, 1989 (54 FR 47431). Therefore, pursuant to 10 CFR 50.12(a)(1), 50.12(a)(2)(iii) and 50.12(a)(2)(v), the Comanche Peak Nuclear Power Plant, Unit 1 is hereby granted a temporary exemption from the scheduler requirements of 10 CFR 50.33(k) and 10 CFR 50.75 and is required to submit a decommissioning funding report for Comanche Peak Nuclear Power Plant, Unit 1 on or before July 26, 1990.

E. DELETED

F. In order to ensure that ~~Luminant Generation Company LLC~~ will exercise the authority as the surface landowner in a timely manner and that the requirements of 10 CFR Part 100.3 (a) are satisfied, this license is subject to the additional conditions specified below: (Section 2.1.1, SER)

- (1) For that portion of the exclusion area which is within 2250 ft of any seismic Category I building or within 2800 ft of either reactor containment building, ~~Luminant Generation Company LLC~~ must prohibit the exploration and/or exercise of subsurface mineral rights, and if the subsurface mineral rights owners attempt to exercise their rights within this area, ~~Luminant Generation Company LLC~~ must immediately institute immediately effective condemnation proceedings to obtain the mineral rights in this area.

CP LLC

- (2) For the unowned subsurface mineral rights within the exclusion area not covered in item (1), ~~Luminant Generation Company LLC~~ will prohibit the exploration and/or exercise of mineral rights until and unless the licensee and the owners of the mineral rights enter into an agreement which gives ~~Luminant Generation Company LLC~~ absolute authority to determine all activities – including times of arrival and locations of personnel and the authority to remove personnel and equipment – in event of emergency. If the mineral rights owners attempt to exercise their rights within this area without first entering into such an agreement, ~~Luminant Generation Company LLC~~ must institute immediately effective condemnation proceedings to obtain the mineral rights in this area.

CP LLC

CP LLC

- (3) ~~Luminant Generation Company LLC~~ shall promptly notify the NRC of any attempts by subsurface mineral rights owners to exercise mineral rights, including any legal proceeding initiated by mineral rights owners against ~~Luminant Generation Company LLC~~.
- CP LLC
- G. ~~Luminant Generation Company LLC~~ shall implement and maintain in effect all provisions of the approved fire protection program as described in the Final Safety Analysis Report through Amendment 78 and as approved in the SER (NUREG-0797) and its supplements through SSER 24, subject to the following provision:
- OpCo LLC
- ~~Luminant Generation Company LLC~~ may make changes to the approved fire protection program without prior approval of the Commission only if those changes would not adversely affect the ability to achieve and maintain safe shutdown in the event of a fire.
- H. ~~Luminant Generation Company LLC~~ shall fully implement and maintain in effect all provisions of the physical security, guard training and qualification, and safeguards contingency plans, previously approved by the Commission, and all amendments made pursuant to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The plans, which contain safeguards information protected under 10 CFR 73.21, are entitled: "Comanche Peak Steam Electric Station Physical Security Plan" with revisions submitted through May 15, 2006, with limited approvals as provided for in the Safety Evaluation by the Office of Nuclear Reactor Regulation dated December 5, 2000; "Comanche Peak Steam Electric Station Security Training and Qualification Plan" with revisions submitted through May 15, 2006; and "Comanche Peak Steam Electric Station Safeguards Contingency Plan" with revisions submitted through May 15, 2006. ~~Luminant Generation Company LLC~~ shall fully implement and maintain in effect all provisions of the Commission-approved cyber security plan (CSP), including changes made pursuant to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). ~~Luminant Generation Company LLC~~ CSP was approved by License Amendment No. 155, as supplemented by a change approved by License Amendment 163.
- OpCo LLC
- OpCo LLC's
- I. ~~The licensee~~ shall have and maintain financial protection of such type and in such amounts as the Commission shall require in accordance with Section 170 of the Atomic Energy Act of 1954, as amended, to cover public liability claims.
- CP LLC
- J. NOT USED

- K. This license is effective as of the date of issuance and shall expire at Midnight on February 8, 2030.

FOR THE NUCLEAR REGULATORY COMMISSION

original signed by:

Thomas E. Murley, Director
Office of Nuclear Reactor Regulation

Attachments/Appendices:

1. Appendix A - Technical Specifications (NUREG-1399)
2. Appendix B - Environmental Protection Plan
3. Appendix C - Antitrust Conditions

Date of Issuance: April 17, 1990

COMANCHE PEAK LLC AND
OPERATING COMPANY LLC

APPENDIX B
TO FACILITY OPERATING LICENSE NOS. NPF-87 & NPF-89

~~LUMINANT GENERATION COMPANY LLC~~
COMANCHE PEAK NUCLEAR POWER PLANT UNITS 1 & 2
DOCKET NOS. 50-445 & 50-446

ENVIRONMENTAL PROTECTION PLAN
(NON RADIOLOGICAL)

Amendment No. 68, 90, 104, 139, 150



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

COMANCHE PEAK LLC AND
OPERATING COMPANY LLC

LUMINANT GENERATION COMPANY LLC

DOCKET NO. 50-446

COMANCHE PEAK NUCLEAR POWER PLANT, UNIT NO. 2

FACILITY OPERATING LICENSE

License No. NPF-89

Operating Company
LLC ("OpCo LLC"),
acting on its own behalf
and for Comanche
Peak LLC ("CP LLC"),
hereinafter individually
(licensee) as
appropriate, or together
(licensees)

1. The Nuclear Regulatory Commission (the Commission) has found that:
 - A. The application for a license filed by Luminant Generation Company LLC* (~~licensee~~), 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 Comanche Peak Nuclear Power Plant, Unit No. 2 (the facility), has been substantially completed in conformity with Construction Permit No. CPPR-127 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 (except as exempted from compliance in Section 2.D below);
 - 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, except as exempted from compliance in Section 2.D. below;
 - E. Luminant Generation Company LLC 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;

OpCo LLC

* Luminant Generation Company LLC, was previously named as TXU Generation Company LP. The legal name was changed in connection with the indirect license transfer application dated April 18, 2007, as supplemented July 20, 2007.

CP LLC

- 2 -

- F. ~~The licensee~~ has satisfied the applicable provisions of 10 CFR 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-89 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, except that an exemption to the provisions of 70.24 is granted as described in paragraph 2.D below.
2. Pursuant to approval by the Nuclear Regulatory Commission at a meeting on April 6, 1993, the License for Fuel Loading and Low Power Testing, License No. NPF-88, issued on February 2, 1993, is superseded by Facility Operating License No. NPF-89 hereby issued to the licensee, to read as follows:
- A. This license applies to the Comanche Peak Nuclear Power Plant, Unit No. 2, a pressurized-water nuclear reactor and associated equipment (the facility), owned by the licensee. The facility is located on Squaw Creek Reservoir in Somervell County, Texas about 5 miles north-northwest of Glen Rose, Texas, and about 40 miles southwest of Fort Worth in north-central Texas and is described in the licensee's Final Safety Analysis Report, as supplemented and amended, and the licensee's Environmental Report, as supplemented and amended.
- B. Subject to the conditions and requirements incorporated herein, the Commission hereby licenses:
- (1) Pursuant to Section 103 of the Act and 10 CFR Part 50, "Domestic Licensing of Production and Utilization Facilities," ~~Luminant Generation Company LLC~~ **OpCo LLC** to possess, use, and operate the facility at the designated location in Somervell County, Texas in accordance with the procedures and limitations set forth in this license;
- (2) ~~NOT USED~~
- CP LLC, pursuant to 10 CFR Part 50, to possess the facility at the designated location in Somervell County, Texas in accordance with the procedures and limitations set forth in this license;

- (3) ~~Luminant Generation Company LLC~~, pursuant to the Act and 10 CFR Part 70, to receive, possess, and use at any time, special nuclear material as reactor fuel, in accordance with the limitations for storage and amounts required for reactor operation, and described in the Final Safety Analysis Report, as supplemented and amended;
- (4) ~~Luminant Generation Company LLC~~, pursuant to the Act and 10 CFR Parts 30, 40 and 70, to receive, possess, and use, at any time, any byproduct, source, and special nuclear material as sealed neutron sources for reactor startup, sealed sources for reactor instrumentation and radiation monitoring equipment calibration, and as fission detectors in amounts as required;
- OpCo LLC → (5) ~~Luminant Generation Company LLC~~, pursuant to the Act and 10 CFR Parts 30, 40 and 70, to receive, possess, and use in amounts as required, any byproduct, source, and special nuclear material without restriction to chemical or physical form, for sample analysis or instrument calibration or associated with radioactive apparatus or components; and
- (6) ~~Luminant Generation Company LLC~~, pursuant to the Act and 10 CFR Parts 30, 40 and 70, to possess, but not separate, such byproduct and special nuclear materials as may be produced by the operation of the facility.

C. This license shall be deemed to contain and is subject to the conditions specified in the Commission's regulations set forth in 10 CFR Chapter I and is subject to all applicable provisions of the Act and to the rules, regulations, and orders of the Commission now or hereafter in effect; and is subject to the additional conditions specified or incorporated below:

- (1) Maximum Power Level
- OpCo LLC → ~~Luminant Generation Company LLC~~ is authorized to operate the facility at reactor core power levels not in excess of 3458 megawatts thermal through Cycle 11 and 3612 megawatts thermal starting with Cycle 12 in accordance with the conditions specified herein.

- (2) Technical Specifications and Environmental Protection Plan
- OpCo LLC → The Technical Specifications contained in Appendix A as revised through Amendment No. ~~165~~ and the Environmental Protection Plan contained in Appendix B, are hereby incorporated into this license. ~~Luminant Generation Company LLC~~ shall operate the facility in accordance with the Technical Specifications and the Environmental Protection Plan.

- (3) Antitrust Conditions

DELETED

CP LLC

(4) License Transfer

The ~~Luminant Generation Company LLC~~ Decommissioning Master Trust Agreement for the facility at the time the license transfers are effected and thereafter, is subject to the following:

- (a) DELETED
- (b) DELETED
- (c) The appropriate section of the decommissioning trust agreement must state that investments made in trust by the trustee, investment advisor, or anyone else directing the investments made in the trusts shall adhere to investment guidelines established by the PUCT (e.g., 16 Texas Administration Code 25.301);
- (d) DELETED
- (e) DELETED

(5) License Transfer

~~Luminant Generation Company LLC~~ shall provide decommissioning funding assurance, to be held in a decommissioning trust for the facility upon the direct transfer of the facility license to ~~Luminant Generation Company LLC~~, in an amount equal to or greater than the balance in the facility decommissioning trusts immediately prior to the transfer. In addition, ~~Luminant Generation Company LLC~~ shall ensure that all contractual arrangements referred to in the application for approval of the transfer of the facility license to ~~Luminant Generation Company LLC~~, to obtain necessary decommissioning funds for the facility through a

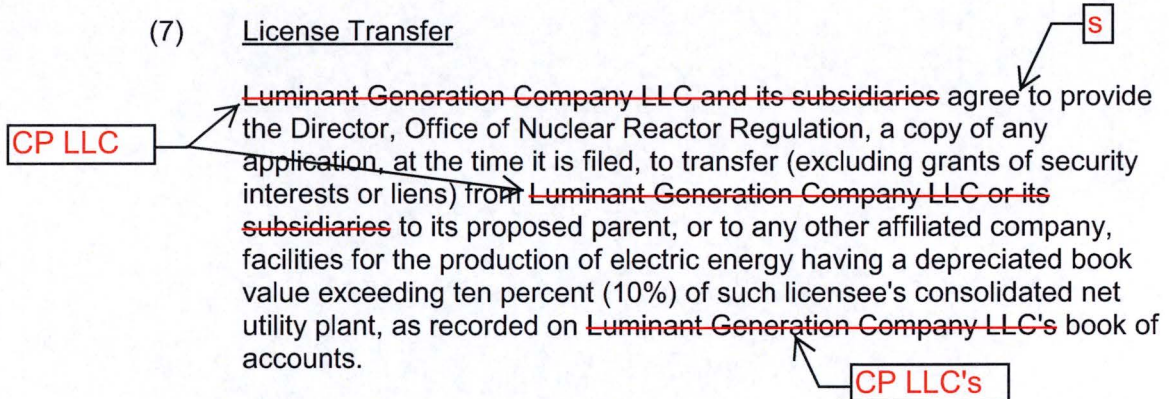
CP LLC

non-bypassable charge are executed and will be maintained until the decommissioning trusts are fully funded, or shall ensure that other mechanisms that provide equivalent assurance of decommissioning funding in accordance with the Commission's regulations are maintained.

(6) License Transfer

DELETED

(7) License Transfer


~~Luminant Generation Company LLC and its subsidiaries~~ agree to provide the Director, Office of Nuclear Reactor Regulation, a copy of any application, at the time it is filed, to transfer (excluding grants of security interests or liens) from ~~Luminant Generation Company LLC or its subsidiaries~~ to its proposed parent, or to any other affiliated company, facilities for the production of electric energy having a depreciated book value exceeding ten percent (10%) of such licensee's consolidated net utility plant, as recorded on ~~Luminant Generation Company LLC's~~ book of accounts.

(8) Mitigation Strategy License Condition

The licensee shall develop and maintain strategies for addressing large fires and explosions and that include the following key areas:

(a) Fire fighting response strategy with the following elements:

1. Pre-defined coordinated fire response strategy and guidance
2. Assessment of mutual aid fire fighting assets
3. Designated staging areas for equipment and materials
4. Command and control
5. Training of response personnel

(b) Operations to mitigate fuel damage considering the following:

1. Protection and use of personnel assets
2. Communications
3. Minimizing fire spread
4. Procedures for implementing integrated fire response strategy
5. Identification of readily-available pre-staged equipment
6. Training on integrated fire response strategy
7. Spent fuel pool mitigation measures

(c) Actions to minimize release to include consideration of:

1. Water spray scrubbing
2. Dose to onsite responders

(9) License Transfer

OpCo LLC, the parent company of CP LLC, shall enter into the \$300 million support agreement as described in the November 12, 2015 application for license transfer, with CP LLC, no later than the time the proposed license transfer occurs. CP LLC shall take no action to cause OpCo LLC,

CP LLC

~~Luminant Generation Company LLC shall enter into the \$250 million support agreement with Luminant Investment Company LLC, as described in the July 20, 2007 supplement to the April 18, 2007 indirect license transfer application, no later than the time the proposed transactions and indirect license transfers occur. Luminant Generation Company LLC shall take no action to cause Luminant Investment Company LLC, or its successors and assigns, to void, cancel, or modify the support agreement or cause it to fail to perform, or impair its performance under the support agreement, without the prior written consent of the NRC. The support agreement may not be amended or modified without 30 days prior written notice to the Director of the Office of Nuclear Reactor Regulation or his designee. An executed copy of the support agreement shall be submitted to the NRC no later than 30 days after the completion of the proposed transactions and the indirect license transfers. Luminant Generation Company LLC shall inform the NRC in writing anytime it draws upon the support agreement.~~

~~Following the subject indirect transfer of control of the licenses, all of the officers of the general partner or controlling member of the licensee of CPNPP shall be U.S. citizens. This condition may be amended upon application by the licensee and approval by the Director of the Office of Nuclear Reactor Regulation.~~

either

D. The following exemptions are authorized by law and will not endanger life or property or the common defense and security. Certain special circumstances are present and these exemptions are otherwise in the public interest. Therefore, these exemptions are hereby granted:

Following the subject transfer of control of the licenses, all of the directors of CP LLC and OpCo LLC who can vote on activities governed by the CPNPP license and all of the officers of CP LLC and OpCo LLC with direct responsibility for activities governed by the CPNPP license shall (1) be U.S. citizens and not appointed by a foreign entity and (2) have exclusive authority to ensure and shall ensure that the business and activities of OpCo LLC and CP LLC with respect to the CPNPP license is at all times conducted in a manner consistent with the public health and safety and common defense and security of the United States.

- (1) The facility requires a technical exemption from the requirements of 10 CFR Part 50, Appendix J, Section III.D.2(b)(ii). The justification for this exemption is contained in Section 6.2.5.1 of Supplement 26 to the Safety Evaluation Report dated February 1993. The staff's environmental assessment was published on January 19, 1993 (58 FR 5036). Therefore, pursuant to 10 CFR 50.12(a)(1), 10 CFR 50.12(a)(2)(ii) and (iii), the Comanche Peak Nuclear Power Plant, Unit 2 is hereby granted an exemption from the cited requirement and instead, is required to perform the overall air lock leak test at pressure P_a prior to establishing containment integrity if air lock maintenance has been performed that could affect the air lock sealing capability.

The facility was previously granted exemption from the criticality Monitoring requirements of 10 CFR 70.24 (see Materials License No. SNM-1986 dated April 24, 1989 and Section 9.1.1 of SSER 26 dated February 1993.) The staff's environmental assessment was published on January 19, 1993 (58 FR 5035). The Comanche Peak Nuclear Power Plant, Unit 2 is hereby exempted from the criticality monitoring provisions of 10 CFR 70.24 as applied to fuel assemblies held under this license.

E. DELETED

F. In order to ensure that ~~Luminant Generation Company LLC~~ will exercise the authority as the surface landowner in a timely manner and that the requirements of 10 CFR 100.3 (a) are satisfied, this license is subject to the additional conditions specified below: (Section 2.1, SER)

CP LLC

- (1) For that portion of the exclusion area which is within 2250 ft of any seismic Category I building or within 2800 ft of either reactor containment building, ~~Luminant Generation Company LLC~~ must prohibit the exploration and/or exercise of subsurface mineral rights, and if the subsurface mineral rights owners attempt to exercise their rights within this area, ~~Luminant Generation Company LLC~~ must immediately institute immediately effective condemnation proceedings to obtain the mineral rights in this area.

CP LLC

CP LLC

- (2) For the unowned subsurface mineral rights within the exclusion area not covered in item (1), ~~Luminant Generation Company LLC~~ will prohibit the exploration and/or exercise of mineral rights until and unless ~~the licensee~~ and the owners of the mineral rights enter into an agreement which gives ~~Luminant Generation Company LLC~~ absolute authority to determine all activities - including times of arrival and locations of personnel and the authority to remove personnel and equipment - in event of emergency. If the mineral rights owners attempt to exercise their rights within this area without first entering into such an agreement, ~~Luminant Generation Company LLC~~ must immediately institute immediately effective condemnation proceedings to obtain the mineral rights in this area.

CP LLC

- (3) ~~Luminant Generation Company LLC~~ shall promptly notify the NRC of any attempts by subsurface mineral rights owners to exercise mineral rights, including any legal proceeding initiated by mineral rights owners against ~~Luminant Generation Company LLC~~.

G. ~~Luminant Generation Company LLC~~ shall implement and maintain in effect all provisions of the approved fire protection program as described in the Final Safety Analysis Report through Amendment 87 and as approved in the SER (NUREG-0797) and its supplements through SSER 27, subject to the following provision:

OpCo LLC

- ~~Luminant Generation Company LLC~~ may make changes to the approved fire protection program without prior approval of the Commission only if those changes would not adversely affect the ability to achieve and maintain safe shutdown in the event of a fire.

- H. OpCo LLC ~~Luminant Generation Company LLC~~ shall fully implement and maintain in effect all provisions of the physical security, guard training and qualification, and safeguards contingency plans, previously approved by the Commission, and all amendments made pursuant to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The plans, which contain safeguards information protected under 10 CFR 73.21, are entitled: "Comanche Peak Steam Electric Station Physical Security Plan" with revisions submitted through May 15, 2006, with limited approvals as provided for in the Safety Evaluation by the Office of Nuclear Reactor Regulation dated December 5, 2000; "Comanche Peak Steam Electric Station Security Training and Qualification Plan" with revisions submitted through May 15, 2006; and "Comanche Peak Steam Electric Station Safeguards Contingency Plan" with revisions submitted through May 15, 2006. ~~Luminant Generation Company LLC~~ shall fully implement and maintain in effect all provisions of the Commission-approved cyber security plan (CSP), including changes made pursuant to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). OpCo LLC ~~Luminant Generation Company LLC~~ CSP was approved by License Amendment No. 155, as supplemented by a change approved by License Amendment 163. OpCo LLC's
- I. CP LLC ~~The licensee~~ shall have and maintain financial protection of such type and in such amounts as the Commission shall require in accordance with Section 170 of the Atomic Energy Act of 1954, as amended, to cover public liability claims.
- J. NOT USED
- K. This license is effective as of the date of issuance and shall expire at Midnight on February 2, 2033.

FOR THE NUCLEAR REGULATORY COMMISSION

Original signed by:

Thomas E. Murley, Director
Office of Nuclear Reactor Regulation

Attachments/Appendices:

1. Appendix A - Technical Specifications (NUREG-1468)
1. Appendix B - Environmental Protection Plan
3. Appendix C - Antitrust Conditions

Date of Issuance: April 6, 1993

Unit 2

Amendment No. 68, 82, 89, 90, 139, 155, 163
Revised by letter dated July 26, 2007

For Information Only

Appendix B: Environmental Protection Plan

Comanche Peak 2 uses the same Appendix B as Comanche Peak 1. Please refer to Comanche Peak 1 for Appendix B (ML053180521).

**Enclosure 2 to TXX-16066
(19 total pages including this page)**

Replacement Pages For Unit 1 and 2 Operating Licenses

Replace the following pages of the Facility Operating Licenses numbered NPF-87 and NPF-89, with the attached revised pages. The revised pages are identified by amendment number and contain marginal lines indicating the areas of change.

Facility Operating License No. NPF-87

Remove

Pages 1-9

Appendix B cover page

Insert

Pages 1-9

Appendix B cover page

Facility Operating License No. NPF-89

Remove

Pages 1-8

Insert

Pages 1-8

COMANCHE PEAK LLC AND OPERATING COMPANY LLC

DOCKET NO. 50-445

COMANCHE PEAK NUCLEAR POWER PLANT, UNIT NO. 1

FACILITY OPERATING LICENSE

License No. NPF-87

1. The Nuclear Regulatory Commission (the Commission) has found that:
 - A. The application for a license filed by Operating Company LLC ("OpCo LLC"), acting on its own behalf and for Comanche Peak LLC ("CP LLC"), hereinafter individually (licensee) as appropriate, or together (licensees), 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 Comanche Peak Nuclear Power Plant, Unit No. 1 (the facility), has been substantially completed in conformity with Construction Permit No. CPPR-126 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 (except as exempted from compliance in Section 2.D below);
 - 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, except as exempted from compliance in Section 2.D below;

- E. OpCo LLC 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; |
 - F. CP LLC has satisfied the applicable provisions of 10 CFR 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-87 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, except that an exemption to the provisions of 70.24 is granted as described in paragraph 2.D below.
2. Based on the foregoing findings regarding this facility, Facility Operating License No. NPF-87 is hereby issued to the licensee, to read as follows:
- A. This license applies to the Comanche Peak Nuclear Power Plant, Unit No. 1, a pressurized-water nuclear reactor and associated equipment (the facility), owned by the licensee. The facility is located on Squaw Creek Reservoir in Somervell County, Texas about 5 miles north-northwest of Glen Rose, Texas, and about 40 miles southwest of Fort Worth in north-central Texas and is described in the licensee's Final Safety Analysis Report, as supplemented and amended, and the licensee's Environmental Report, as supplemented and amended.
 - B. Subject to the conditions and requirements incorporated herein, the Commission hereby licenses:
 - (1) Pursuant to Section 103 of the Act and 10 CFR Part 50, "Domestic Licensing and Production and Utilization Facilities," OpCo LLC to possess, use, and operate the facility at the designated location in Somervell County, Texas in accordance with the procedures and limitations set forth in this license; |
 - (2) CP LLC, pursuant to 10 CFR Part 50, to possess the facility at the designated location in Somervell County, Texas in accordance with the procedures and limitations set forth in this license; |

- (3) OpCo LLC, pursuant to the Act and 10 CFR Part 70, to receive, possess and use at any time, special nuclear material as reactor fuel, in accordance with the limitations for storage and amounts required for reactor operation, and described in the Final Safety Analysis Report, as supplemented and amended;
 - (4) OpCo LLC, pursuant to the Act and 10 CFR Parts 30, 40 and 70, to receive, possess, and use, at any time, any byproduct, source, and special nuclear material as sealed neutron sources for reactor startup, sealed sources for reactor instrumentation and radiation monitoring equipment calibration, and as fission detectors in amounts as required;
 - (5) OpCo LLC, pursuant to the Act and 10 CFR Parts 30, 40 and 70, to receive, possess, and use in amounts as required, any byproduct, source, and special nuclear material without restriction to chemical or physical form, for sample analysis or instrument calibration or associated with radioactive apparatus or components; and
 - (6) OpCo LLC, pursuant to the Act and 10 CFR Parts 30, 40 and 70, to possess, but not separate, such byproduct and special nuclear materials as may be produced by the operation of the facility.
- C. This license shall be deemed to contain and is subject to the conditions specified in the Commission's regulations set forth in 10 CFR Chapter I and is subject to all applicable provisions of the Act and to the rules, regulations, and orders of the Commission now or hereafter in effect; and is subject to the additional conditions specified or incorporated below:
- (1) Maximum Power Level

OpCo LLC is authorized to operate the facility at reactor core power levels not in excess of 3458 megawatts thermal through Cycle 13 and 3612 megawatts thermal starting with Cycle 14 in accordance with the conditions specified herein.
 - (2) Technical Specifications and Environmental Protection Plan

The Technical Specifications contained in Appendix A as revised through Amendment No. , and the Environmental Protection Plan contained in Appendix B, are incorporated into this license. OpCo LLC shall operate the facility in accordance with the Technical Specifications and the Environmental Protection Plan.

(3) Antitrust Conditions

DELETED

(4) License Transfer

The CP LLC Decommissioning Master Trust Agreement for the facility at the time the license transfers are effected and thereafter, is subject to the following:

(a) DELETED

(b) DELETED

(c) The appropriate section of the decommissioning trust agreement must state that investments made in trust by the trustee, investment advisor, or anyone else directing the investments made in the trusts shall adhere to investment guidelines established by the PUCT (e.g., 16 Texas Administration Code 25.301);

(d) DELETED

(e) DELETED

(5) License Transfer

CP LLC shall provide decommissioning funding assurance, to be held in a decommissioning trust for the facility upon the direct transfer of the facility license to CP LLC, in an amount equal to or greater than the balance in the facility decommissioning trusts immediately prior to the transfer. In addition, CP LLC shall ensure that all contractual arrangements referred to in the application for approval of the transfer of the facility license to CP LLC, to obtain necessary decommissioning funds for the facility through a non-bypassable charge are executed and will be maintained until the decommissioning trusts are fully funded, or shall ensure that other mechanisms that provide equivalent assurance of decommissioning funding in accordance with the Commission's regulations are maintained.

(6) License Transfer

DELETED

(7) License Transfer

CP LLC agrees to provide the Director, Office of Nuclear Reactor Regulation, a copy of any application, at the time it is filed, to transfer (excluding grants of security interests or liens) from CP LLC to its proposed parent, or to any other affiliated company, facilities for the production of electric energy having a depreciated book value exceeding ten percent (10%) of such licensee's consolidated net utility plant, as recorded on CP LLC's book of accounts.

(8) Mitigation Strategy License Condition

The licensee shall develop and maintain strategies for addressing large fires and explosions and that include the following key areas:

(a) Fire fighting response strategy with the following elements:

1. Pre-defined coordinated fire response strategy and guidance
2. Assessment of mutual aid fire fighting assets
3. Designated staging areas for equipment and materials
4. Command and control
5. Training of response personnel

(b) Operations to mitigate fuel damage considering the following:

1. Protection and use of personnel assets
2. Communications
3. Minimizing fire spread
4. Procedures for implementing integrated fire response strategy
5. Identification of readily-available pre-staged equipment
6. Training on integrated fire response strategy
7. Spent fuel pool mitigation measures

(c) Actions to minimize release to include consideration of:

1. Water spray scrubbing
2. Dose to onsite responders

(9) License Transfer

OpCo LLC, the parent company of CP LLC, shall enter into the \$300 million support agreement as described in the November 12, 2015 application for license transfer, with CP LLC, no later than the time the proposed license transfer occurs. CP LLC shall take no action to cause OpCo LLC, or its successors and assigns, to void, cancel, or modify the support agreement or cause it to fail to perform, or impair its performance under the support agreement, without the prior written consent of the NRC. The support agreement may not be amended or modified without 30 days prior written notice to the Director of the Office of Nuclear Reactor Regulation or his designee. An executed copy of the support agreement shall be submitted to the NRC no later than 30 days after the completion of the proposed transactions and the license transfers. CP LLC shall inform the NRC in writing anytime it draws upon the support agreement.

Following the subject transfer of control of the licenses, all of the directors of CP LLC and OpCo LLC who can vote on activities governed by the CPNPP license and all of the officers of CP LLC and OpCo LLC with direct responsibility for activities governed by the CPNPP license shall (1) be U.S. citizens and not appointed by a foreign entity and (2) have exclusive authority to ensure and shall ensure that the business and activities of OpCo LLC and CP LLC with respect to the CPNPP license is at all times conducted in a manner consistent with the public health and safety and common defense and security of the United States. This condition may be amended upon application by either licensee and approval by the Director of the Office of Nuclear Reactor Regulation.

- D. The following exemptions are authorized by law and will not endanger life or property or the common defense and security. Certain special circumstances are present and these exemptions are otherwise in the public interest. Therefore, these exemptions are hereby granted pursuant to 10 CFR 50.12.

- (1) The facility requires a technical exemption from the requirements of 10 CFR 50, Appendix J, Section III.D.2(b)(ii). The justification for this exemption is contained in Section 6.2.5 of Supplement 22 to the Safety Evaluation Report dated January 1990. The staff's environmental assessment was published on November 14, 1989 (54 FR 47430).

Therefore, pursuant to 10 CFR 50.12(a)(1), and 10 CFR 50.12(a)(2)(ii) and (iii), the Comanche Peak Nuclear Power Plant, Unit 1 is hereby granted an exemption from the cited requirement and instead, is required to perform the overall air lock leak test at pressure P_a prior to establishing containment integrity if air lock maintenance has been performed that could affect the air lock sealing capability.

- (2) The facility was previously granted an exemption from the criticality monitoring requirements of 10 CFR 70.24 (see Materials License No. SNM-1912 dated December 1, 1988 and Section 9.1.1 of Supplement 22 to the Safety Evaluation Report dated January 1990). The staff's environmental assessment was published on November 14, 1989 (54 FR 47432). The Comanche Peak Nuclear Power Plant, Unit 1 is hereby exempted from the criticality monitoring provisions of 10 CFR 70.24 as applied to fuel assemblies held under this license.

- (3) The facility requires a temporary exemption from the scheduler requirements of 10 CFR 50.33(k) and 10 CFR 50.75. The justification for this exemption is contained in Section 20.6 of Supplement 22 to the Safety Evaluation Report dated January 1990. The staff's environmental assessment was published on November 14, 1989 (54 FR 47431). Therefore, pursuant to 10 CFR 50.12(a)(1), 50.12(a)(2)(iii) and 50.12(a)(2)(v), the Comanche Peak Nuclear Power Plant, Unit 1 is hereby granted a temporary exemption from the scheduler requirements of 10 CFR 50.33(k) and 10 CFR 50.75 and is required to submit a decommissioning funding report for Comanche Peak Nuclear Power Plant, Unit 1 on or before July 26, 1990.

E. DELETED

- F. In order to ensure that CP LLC will exercise the authority as the surface landowner in a timely manner and that the requirements of 10 CFR Part 100.3 (a) are satisfied, this license is subject to the additional conditions specified below: (Section 2.1.1, SER)

- (1) For that portion of the exclusion area which is within 2250 ft of any seismic Category I building or within 2800 ft of either reactor containment building, CP LLC must prohibit the exploration and/or exercise of subsurface mineral rights, and if the subsurface mineral rights owners attempt to exercise their rights within this area, CP LLC must immediately institute immediately effective condemnation proceedings to obtain the mineral rights in this area.

- (2) For the unowned subsurface mineral rights within the exclusion area not covered in item (1), CP LLC will prohibit the exploration and/or exercise of mineral rights until and unless CP LLC and the owners of the mineral rights enter into an agreement which gives CP LLC absolute authority to determine all activities -- including times of arrival and locations of personnel and the authority to remove personnel and equipment -- in event of emergency. If the mineral rights owners attempt to exercise their rights within this area without first entering into such an agreement, CP LLC must institute immediately effective condemnation proceedings to obtain the mineral rights in this area.
 - (3) CP LLC shall promptly notify the NRC of any attempts by subsurface mineral rights owners to exercise mineral rights, including any legal proceeding initiated by mineral rights owners against CP LLC.
- G. OpCo LLC shall implement and maintain in effect all provisions of the approved fire protection program as described in the Final Safety Analysis Report through Amendment 78 and as approved in the SER (NUREG-0797) and its supplements through SSER 24, subject to the following provision:
 - OpCo LLC may make changes to the approved fire protection program without prior approval of the Commission only if those changes would not adversely affect the ability to achieve and maintain safe shutdown in the event of a fire.
- H. OpCo LLC shall fully implement and maintain in effect all provisions of the physical security, guard training and qualification, and safeguards contingency plans, previously approved by the Commission, and all amendments made pursuant to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The plans, which contain safeguards information protected under 10 CFR 73.21, are entitled: "Comanche Peak Steam Electric Station Physical Security Plan" with revisions submitted through May 15, 2006, with limited approvals as provided for in the Safety Evaluation by the Office of Nuclear Reactor Regulation dated December 5, 2000; "Comanche Peak Steam Electric Station Security Training and Qualification Plan" with revisions submitted through May 15, 2006; and "Comanche Peak Steam Electric Station Safeguards Contingency Plan" with revisions submitted through May 15, 2006. OpCo LLC shall fully implement and maintain in effect all provisions of the Commission-approved cyber security plan (CSP), including changes made pursuant to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). OpCo LLC's CSP was approved by License Amendment No. 155, as supplemented by a change approved by License Amendment 163.
- I. CP LLC shall have and maintain financial protection of such type and in such amounts as the Commission shall require in accordance with Section 170 of the Atomic Energy Act of 1954, as amended, to cover public liability claims.
- J. NOT USED

- K. This license is effective as of the date of issuance and shall expire at Midnight on February 8, 2030.

FOR THE NUCLEAR REGULATORY COMMISSION

original signed by:

Thomas E. Murley, Director
Office of Nuclear Reactor Regulation

Attachments/Appendices:

1. Appendix A - Technical Specifications (NUREG-1399)
2. Appendix B - Environmental Protection Plan
3. Appendix C - Antitrust Conditions

Date of Issuance: April 17, 1990

APPENDIX B
TO FACILITY OPERATING LICENSE NOS. NPF-87 & NPF-89

COMANCHE PEAK LLC AND OPERATING COMPANY LLC
COMANCHE PEAK NUCLEAR POWER PLANT UNITS 1 & 2
DOCKET NOS. 50-445 & 50-446

ENVIRONMENTAL PROTECTION PLAN
(NON RADIOLOGICAL)

COMANCHE PEAK LLC AND OPERATING COMPANY LLC

DOCKET NO. 50-446

COMANCHE PEAK NUCLEAR POWER PLANT, UNIT NO. 2

FACILITY OPERATING LICENSE

License No. NPF-89

1. The Nuclear Regulatory Commission (the Commission) has found that:
 - A. The application for a license filed by Operating Company LLC ("OpCo LLC"), acting on its own behalf and for Comanche Peak LLC ("CP LLC"), hereinafter individually (licensee) as appropriate, or together (licensees), 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 Comanche Peak Nuclear Power Plant, Unit No. 2 (the facility), has been substantially completed in conformity with Construction Permit No. CPPR-127 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 (except as exempted from compliance in Section 2.D below);
 - 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, except as exempted from compliance in Section 2.D. below;
 - E. OpCo LLC 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;

- F. CP LLC has satisfied the applicable provisions of 10 CFR 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-89 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, except that an exemption to the provisions of 70.24 is granted as described in paragraph 2.D below.
2. Pursuant to approval by the Nuclear Regulatory Commission at a meeting on April 6, 1993, the License for Fuel Loading and Low Power Testing, License No. NPF-88, issued on February 2, 1993, is superseded by Facility Operating License No. NPF-89 hereby issued to the licensee, to read as follows:
- A. This license applies to the Comanche Peak Nuclear Power Plant, Unit No. 2, a pressurized-water nuclear reactor and associated equipment (the facility), owned by the licensee. The facility is located on Squaw Creek Reservoir in Somervell County, Texas about 5 miles north-northwest of Glen Rose, Texas, and about 40 miles southwest of Fort Worth in north-central Texas and is described in the licensee's Final Safety Analysis Report, as supplemented and amended, and the licensee's Environmental Report, as supplemented and amended.
 - B. Subject to the conditions and requirements incorporated herein, the Commission hereby licenses:
 - (1) Pursuant to Section 103 of the Act and 10 CFR Part 50, "Domestic Licensing of Production and Utilization Facilities," OpCo LLC to possess, use, and operate the facility at the designated location in Somervell County, Texas in accordance with the procedures and limitations set forth in this license;
 - (2) CP LLC, pursuant to 10 CFR Part 50, to possess the facility at the designated location in Somervell County, Texas in accordance with the procedures and limitations set forth in this license;

- (3) OpCo LLC, pursuant to the Act and 10 CFR Part 70, to receive, possess and use at any time, special nuclear material as reactor fuel, in accordance with the limitations for storage and amounts required for reactor operation, and described in the Final Safety Analysis Report, as supplemented and amended; |
 - (4) OpCo LLC, pursuant to the Act and 10 CFR Parts 30, 40 and 70, to receive, possess, and use, at any time, any byproduct, source, and special nuclear material as sealed neutron sources for reactor startup, sealed sources for reactor instrumentation and radiation monitoring equipment calibration, and as fission detectors in amounts as required; |
 - (5) OpCo LLC, pursuant to the Act and 10 CFR Parts 30, 40 and 70, to receive, possess, and use in amounts as required, any byproduct, source, and special nuclear material without restriction to chemical or physical form, for sample analysis or instrument calibration or associated with radioactive apparatus or components; and |
 - (6) OpCo LLC, pursuant to the Act and 10 CFR Parts 30, 40 and 70, to possess, but not separate, such byproduct and special nuclear materials as may be produced by the operation of the facility. |
- C. This license shall be deemed to contain and is subject to the conditions specified in the Commission's regulations set forth in 10 CFR Chapter I and is subject to all applicable provisions of the Act and to the rules, regulations, and orders of the Commission now or hereafter in effect; and is subject to the additional conditions specified or incorporated below:
- (1) Maximum Power Level

OpCo LLC is authorized to operate the facility at reactor core power levels not in excess of 3458 megawatts thermal through Cycle 11 and 3612 megawatts thermal starting with Cycle 12 in accordance with the conditions specified herein. |
 - (2) Technical Specifications and Environmental Protection Plan

The Technical Specifications contained in Appendix A as revised through Amendment No. , and the Environmental Protection Plan contained in Appendix B, are hereby incorporated into this license. OpCo LLC shall operate the facility in accordance with the Technical Specifications and the Environmental Protection Plan. |
 - (3) Antitrust Conditions

DELETED

(4) License Transfer

The CP LLC Decommissioning Master Trust Agreement for the facility at the time the license transfers are effected and thereafter, is subject to the following:

- (a) DELETED
- (b) DELETED
- (c) The appropriate section of the decommissioning trust agreement must state that investments made in trust by the trustee, investment advisor, or anyone else directing the investments made in the trusts shall adhere to investment guidelines established by the PUCT (e.g., 16 Texas Administration Code 25.301);
- (d) DELETED
- (e) DELETED

(5) License Transfer

CP LLC shall provide decommissioning funding assurance, to be held in a decommissioning trust for the facility upon the direct transfer of the facility license to CP LLC, in an amount equal to or greater than the balance in the facility decommissioning trusts immediately prior to the transfer. In addition, CP LLC shall ensure that all contractual arrangements referred to in the application for approval of the transfer of the facility license to CP LLC, to obtain necessary decommissioning funds for the facility through a non-bypassable charge are executed and will be maintained until the decommissioning trusts are fully funded, or shall ensure that other mechanisms that provide equivalent assurance of decommissioning funding in accordance with the Commission's regulations are maintained.

(6) License Transfer

DELETED

(7) License Transfer

CP LLC agrees to provide the Director, Office of Nuclear Reactor Regulation, a copy of any application, at the time it is filed, to transfer (excluding grants of security interests or liens) from CP LLC to its proposed parent, or to any other affiliated company, facilities for the production of electric energy having a depreciated book value exceeding ten percent (10%) of such licensee's consolidated net utility plant, as recorded on CP LLC's book of accounts.

(8) Mitigation Strategy License Condition

The licensee shall develop and maintain strategies for addressing large fires and explosions and that include the following key areas:

(a) Fire fighting response strategy with the following elements:

1. Pre-defined coordinated fire response strategy and guidance
2. Assessment of mutual aid fire fighting assets
3. Designated staging areas for equipment and materials
4. Command and control
5. Training of response personnel

(b) Operations to mitigate fuel damage considering the following:

1. Protection and use of personnel assets
2. Communications
3. Minimizing fire spread
4. Procedures for implementing integrated fire response strategy
5. Identification of readily-available pre-staged equipment
6. Training on integrated fire response strategy
7. Spent fuel pool mitigation measures

(c) Actions to minimize release to include consideration of:

1. Water spray scrubbing
2. Dose to onsite responders

(9) License Transfer

OpCo LLC, the parent company of CP LLC, shall enter into the \$300 million support agreement as described in the November 12, 2015 application for license transfer, with CP LLC, no later than the time the proposed license transfer occurs. CP LLC shall take no action to cause OpCo LLC, or its successors and assigns, to void, cancel, or modify the support agreement or cause it to fail to perform, or impair its performance under the support agreement, without the prior written consent of the NRC. The support agreement may not be amended or modified without 30 days prior written notice to the Director of the Office of Nuclear Reactor Regulation or his designee. An executed copy of the support agreement shall be submitted to the NRC no later than 30 days after the completion of the proposed transactions and the license transfers. CP LLC shall inform the NRC in writing anytime it draws upon the support agreement.

Following the subject transfer of control of the licenses, all of the directors of CP LLC and OpCo LLC who can vote on activities governed by the CPNPP license and all of the officers of CP LLC and OpCo LLC with direct responsibility for activities governed by the CPNPP license shall (1) be U.S. citizens and not appointed by a foreign entity and (2) have exclusive authority to ensure and shall ensure that the business and activities of OpCo LLC and CP LLC with respect to the CPNPP license is at all times conducted in a manner consistent with the public health and safety and common defense and security of the United States. This condition may be amended upon application by either licensee and approval by the Director of the Office of Nuclear Reactor Regulation.

- D. The following exemptions are authorized by law and will not endanger life or property or the common defense and security. Certain special circumstances are present and these exemptions are otherwise in the public interest. Therefore, these exemptions are hereby granted:

- (1) The facility requires a technical exemption from the requirements of 10 CFR Part 50, Appendix J, Section III.D.2(b)(ii). The justification for this exemption is contained in Section 6.2.5.1 of Supplement 26 to the Safety Evaluation Report dated February 1993. The staff's environmental assessment was published on January 19, 1993 (58 FR 5036). Therefore, pursuant to 10 CFR 50.12(a)(1), 10 CFR 50.12(a)(2)(ii) and (iii), the Comanche Peak Nuclear Power Plant, Unit 2 is hereby granted an exemption from the cited requirement and instead, is required to perform the overall air lock leak test at pressure P_a prior to establishing containment integrity if air lock maintenance has been performed that could affect the air lock sealing capability.

The facility was previously granted exemption from the criticality Monitoring requirements of 10 CFR 70.24 (see Materials License No. SNM-1986 dated April 24, 1989 and Section 9.1.1 of SSER 26 dated February 1993.) The staff's environmental assessment was published on January 19, 1993 (58 FR 5035). The Comanche Peak Nuclear Power Plant, Unit 2 is hereby exempted from the criticality monitoring provisions of 10 CFR 70.24 as applied to fuel assemblies held under this license.

E. DELETED

F. In order to ensure that CP LLC will exercise the authority as the surface landowner in a timely manner and that the requirements of 10 CFR 100.3 (a) are satisfied, this license is subject to the additional conditions specified below: (Section 2.1, SER)

- (1) For that portion of the exclusion area which is within 2250 ft of any seismic Category I building or within 2800 ft of either reactor containment building, CP LLC must prohibit the exploration and/or exercise of subsurface mineral rights, and if the subsurface mineral rights owners attempt to exercise their rights within this area, CP LLC must immediately institute immediately effective condemnation proceedings to obtain the mineral rights in this area.
- (2) For the unowned subsurface mineral rights within the exclusion area not covered in item (1), CP LLC will prohibit the exploration and/or exercise of mineral rights until and unless CP LLC and the owners of the mineral rights enter into an agreement which gives CP LLC absolute authority to determine all activities - including times of arrival and locations of personnel and the authority to remove personnel and equipment - in event of emergency. If the mineral rights owners attempt to exercise their rights within this area without first entering into such an agreement, CP LLC must immediately institute immediately effective condemnation proceedings to obtain the mineral rights in this area.
- (3) CP LLC shall promptly notify the NRC of any attempts by subsurface mineral rights owners to exercise mineral rights, including any legal proceeding initiated by mineral rights owners against CP LLC.

G. OpCo LLC shall implement and maintain in effect all provisions of the approved fire protection program as described in the Final Safety Analysis Report through Amendment 87 and as approved in the SER (NUREG-0797) and its supplements through SSER 27, subject to the following provision:

OpCo LLC may make changes to the approved fire protection program without prior approval of the Commission only if those changes would not adversely affect the ability to achieve and maintain safe shutdown in the event of a fire.

- H. OpCo LLC shall fully implement and maintain in effect all provisions of the physical security, guard training and qualification, and safeguards contingency plans, previously approved by the Commission, and all amendments made pursuant to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The plans, which contain safeguards information protected under 10 CFR 73.21, are entitled: "Comanche Peak Steam Electric Station Physical Security Plan" with revisions submitted through May 15, 2006, with limited approvals as provided for in the Safety Evaluation by the Office of Nuclear Reactor Regulation dated December 5, 2000; "Comanche Peak Steam Electric Station Security Training and Qualification Plan" with revisions submitted through May 15, 2006; and "Comanche Peak Steam Electric Station Safeguards Contingency Plan" with revisions submitted through May 15, 2006. OpCo LLC shall fully implement and maintain in effect all provisions of the Commission-approved cyber security plan (CSP), including changes made pursuant to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). OpCo LLC's CSP was approved by License Amendment No. 155, as supplemented by a change approved by License Amendment 163.
- I. CP LLC shall have and maintain financial protection of such type and in such amounts as the Commission shall require in accordance with Section 170 of the Atomic Energy Act of 1954, as amended, to cover public liability claims.
- J. NOT USED
- K. This license is effective as of the date of issuance and shall expire at Midnight on February 2, 2033.

FOR THE NUCLEAR REGULATORY COMMISSION

original signed by:

Thomas E. Murley, Director
Office of Nuclear Reactor Regulation

Attachments/Appendices:

- 1. Appendix A - Technical Specifications (NUREG-1468)
- 2. Appendix B - Environmental Protection Plan
- 3. Appendix C - Antitrust Conditions

Date of Issuance: April 6, 1993