



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

May 31, 2016

Mr. David B. Hamilton
Site Vice President
FirstEnergy Nuclear Operating Company
Mail Stop A-PY-A290
P.O. Box 97, 10 Center Road
Perry, OH 44081-0097

SUBJECT: PERRY NUCLEAR POWER PLANT, UNIT 1 - ISSUANCE OF CONFORMING
AMENDMENT RELATED TO THE DIRECT LICENSE TRANSFER OF THE
FACILITY OPERATING LICENSE NPF-58 (CAC NO. MF6412)

Dear Mr. Hamilton:

By order dated April 15, 2016 (Agencywide Documents Access and Management System (ADAMS) Accession No. ML16078A092), the U.S. Nuclear Regulatory Commission (NRC or the Commission) approved the direct license transfer of Facility Operating License NPF-58 for Perry Nuclear Power Plant, Unit 1 (PNPP), and approved a conforming amendment to reflect the transfer of leased interests from Ohio Edison Company (OE) to FirstEnergy Nuclear Generation, LLC (FENGen). The order was published in the *Federal Register* on April 28, 2016 (81 FR 25448). By letter dated May 27, 2016 (ADAMS Accession No. ML16148A076), FirstEnergy Nuclear Operating Company notified the NRC of the May 31, 2016, closing date for the license transfer, and provided satisfactory documentary evidence of the appropriate amount of insurance required by Title 10 of the *Code of Federal Regulations* (CFR), Part 140 and 10 CFR 50.54(w).

Accordingly, the Commission has issued the enclosed Amendment 172 to Facility Operating License NPF-58 for PNPP. The conforming amendment reflects the direct transfer of the leased interests from OE to FENGen, and removal of OE from the license, making FENGen the sole owner. The safety evaluation supporting the license transfer and the conforming amendment was enclosed with the order issued on April 15, 2016.

Enclosure 2 contains two signed originals of Amendment No. 6 to Indemnity Agreement No. B-98, which is required in connection with the transfer of the license. Please sign one original and keep for your records. Please sign and send one original to the NRC's Document Control Desk as proof of acceptance.

D. Hamilton

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The Notice of Issuance of the amendment will be included in the NRC's next biweekly *Federal Register* notice.

Sincerely,

A handwritten signature in black ink, appearing to read "Kimberly J. Green". The signature is fluid and cursive, with the first name "Kimberly" and last name "Green" clearly distinguishable.

Kimberly J. Green, Senior Project Manager
Plant Licensing Branch III-1
Division of Operating Reactor Licensing
Office of Nuclear Reactor Regulation

Docket No. 50-440

Enclosures:

1. Amendment No. 172 to NPF-58
2. Amendment No. 6 to Indemnity Agreement No. B-98

cc: Mr. Paul A. Harden
Senior Vice President and
Chief Operating Officer
FirstEnergy Nuclear Operating Company
76 South Main Street
Akron, OH 44308

ListServ



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

FIRSTENERGY NUCLEAR OPERATING COMPANY

FIRSTENERGY NUCLEAR GENERATION, LLC

DOCKET NO. 50-440

PERRY NUCLEAR POWER PLANT, UNIT NO. 1

AMENDMENT TO FACILITY OPERATING LICENSE

Amendment No. 172
License No. NPF-58

1. The U.S. Nuclear Regulatory Commission (the Commission) has found that:
 - A. The application for amendment filed by FirstEnergy Nuclear Operating Company, et al. (the licensee, FENOC), dated June 30, 2015, as supplemented by letter dated January 18, 2016, complies with the standards and requirements of the Atomic Energy Act of 1954, as amended (the Act), and the Commission's rules and regulations set forth in 10 CFR Chapter I;
 - B. The facility will operate in conformity with the application, the provisions of the Act, and the rules and regulations of the Commission;
 - C. There is reasonable assurance (i) that the activities authorized by this amendment 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;
 - D. The issuance of this amendment will not be inimical to the common defense and security or to the health and safety of the public; and
 - E. The issuance of this amendment is in accordance with 10 CFR Part 51 of the Commission's regulations and all applicable requirements have been satisfied.

2. Accordingly, by Amendment No. 172, Facility Operating License No. NPF-58 is hereby amended, as indicated in the attachment to this license amendment.
3. This license amendment is effective as of its date of its issuance and shall be implemented within 30 days of the date of issuance.

FOR THE NUCLEAR REGULATORY COMMISSION

A handwritten signature in black ink, appearing to read 'W M Dean', with a long horizontal flourish extending to the right.

William M. Dean, Director
Office of Nuclear Reactor Regulation

Attachment:
Changes to the Facility Operating
License No. NPF-58

Date of Issuance: May 31, 2016

ATTACHMENT TO LICENSE AMENDMENT NO. 172

FACILITY OPERATING LICENSE NO. NPF-58

DOCKET NO. 50-440

Replace the following pages of the Facility Operating License with the attached revised pages. The revised pages are identified by amendment number and contain marginal lines indicating the areas of change.

REMOVE

- 1 -
- 2 -
- 3 -
- 4 -
- 5 -
- 7 -
- 8 -

INSERT

- 1 -
- 2 -
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- 4 -
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- 8 -

Replace the following pages of Appendix C to the Facility Operating License with the attached revised pages. The revised pages are identified by amendment number and contain marginal lines indicating the areas of change.

REMOVE

- 1 -
- 2 -
- 3 -
- 4 -
- 5 -
- 6 -

INSERT

- 1 -
- 2 -
- 3 -
- 4 -
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- 6 -

UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 29555-0001

FIRSTENERGY NUCLEAR OPERATING COMPANY
FIRSTENERGY NUCLEAR GENERATION, LLC

DOCKET NO. 50-440
PERRY NUCLEAR POWER, PLANT, UNIT NO. 1
FACILITY OPERATING LICENSE

License No. NPF-58

1. The Nuclear Regulatory Commission (the Commission) has found that:
 - A. The application for license filed by FirstEnergy Nuclear Operating Company (FENOC)¹ acting on its own behalf and as agent for FirstEnergy Nuclear Generation, LLC (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 Perry Nuclear Power Plant, Unit No. 1 (the facility), has been substantially completed in conformity with Construction Permit No. CPPR-148 and the application, as amended, the provisions of the Act, and the regulations of the Commission;

¹FENOC is authorized to act as agent for FirstEnergy Nuclear Generation, LLC and has exclusive responsibility and control over the physical construction, operation, and maintenance of the facility.

- 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. The FirstEnergy Nuclear Operating Company is technically qualified to engage in the activities authorized by this license in accordance with the Commission's regulations set forth in 10 CFR Chapter I;
 - F. The licensees have satisfied the applicable provisions of 10 CFR Part 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 this Facility Operating License No. NPF-58, subject to the conditions for protection of the environment set forth in the Environmental Protection Plan attached as Appendix B, 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.
2. Based on the foregoing findings regarding this facility, the Partial-Initial Decisions issued December 2, 1983, and September 3, 1985, by the Atomic Safety and Licensing Board in regard to this facility (affirmed by ALAB-841, dated July 25, 1986) and pursuant to approval by the Nuclear Regulatory Commission at a meeting on November 7, 1986, Facility Operating License No. NPF-58, which supersedes the license for fuel loading and low power testing, License No. NPF-45, issued on March 18, 1986, is hereby issued to FirstEnergy Nuclear Operating Company and FirstEnergy Nuclear Generation, LLC, (the licensees) to read as follows:
- A. The license applies to the Perry Nuclear Power Plant, Unit No. 1, a boiling water nuclear reactor and associated equipment (the facility), owned by FirstEnergy Nuclear Generation, LLC (owner).

The facility is located on the shore of Lake Erie in Lake County, Ohio, approximately 35 miles northeast of Cleveland, Ohio, and is described in the licensees' Final Safety Analysis Report, as supplemented and amended, and in the licensees' Environmental Report, as supplemented and amended.

B. Subject to the conditions and requirements incorporated herein, the Commission hereby licenses:

- (1) FENOC, pursuant to Section 103 of the Act and 10 CFR Part 50, to possess, use, and operate the facility at the designated location in Lake County, Ohio, in accordance with the procedures and limitations set forth in this license;
- (2) FirstEnergy Nuclear Generation, LLC to possess the facility at the designated location in Lake County, Ohio, in accordance with the procedures and limitations set forth in this license;
- (3) FENOC, 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, as described in the Final Safety Analysis Report, as supplemented and amended;
- (4) FENOC, 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 such as sealed neutron sources for reactor startup, sealed sources for reactor instrumentation and radiation monitoring equipment calibration, and fission detectors in amounts as required;
- (5) FENOC, pursuant to the Act and 10 CFR Parts 30, 40, and 70, to receive, possess, and use in amounts as required any byproduct, source or special nuclear material without restriction as to chemical or physical form, for sample analysis or instrument calibration or associated with radioactive apparatus or components; and
- (6) FENOC, 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.
- (7) Deleted

- 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

FENOC is authorized to operate the facility at reactor core power levels not in excess of 3758 megawatts thermal (100% power) in accordance with the conditions specified herein.

(2) Technical Specifications

The Technical Specifications contained in Appendix A and the Environmental Protection Plan contained in Appendix B, as revised through Amendment No.171, are hereby incorporated into the license. FENOC shall operate the facility in accordance with the Technical Specifications and the Environmental Protection Plan.

(3) Antitrust Conditions

- a. FirstEnergy Nuclear Generation, LLC

shall comply with the antitrust conditions delineated in Appendix C to this license; Appendix C is hereby incorporated into this license.

- b. FENOC shall comply with the antitrust conditions delineated in Appendix C to this license as if named therein. FENOC shall not market or broker power or energy from the Perry Nuclear Power Plant, Unit No. 1. The Owner is responsible and accountable for the actions of FENOC to the extent that said actions affect the marketing or brokering of power or energy from the Perry Nuclear Power Plant, Unit No. 1, and in any way, contravene the antitrust condition contained in the license.

(4) Deleted

(5) Deleted

(6) Fire Protection (Section 9.5, SER, SSER #1, 2, 3, 4, 7, and 8)

FENOC shall comply with the following requirements of the fire protection program: FENOC shall implement and maintain in effect all provisions of the approved fire protection program as described in the Final Safety Analysis Report, as amended, for the Perry Nuclear Power Plant and as approved in the Safety Evaluation Report (NUREG-0887) dated May 1982 and Supplement Nos. 1 through 10 thereto, subject to the following provisions:

- a. FENOC 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.

(7) Deleted

(8) Deleted

(9) Deleted

(10) Deleted

(11) Mitigation Strategy License Condition

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

- (a) Fire fighting response strategy with the following elements:
 - 1. Predefined coordinated fire response strategy and guidance
 - 2. Assessment of mutual aid fire fighting assets
 - 3. Designated staging areas for equipment and materials

- H. This license is effective as of the date of issuance and shall expire at midnight on March 18, 2026.
- 3. Based on the Commission's Order dated April 15, 2016 regarding the direct transfer from Ohio Edison Company (OE) to FirstEnergy Nuclear Generation, LLC (FENGen), FENOC and FENGen shall comply with the following conditions noted below.
 - A. On June 1, 2016, OE shall transfer to FENGen the accumulated decommissioning funds held by OE for Perry. All such funds shall be deposited and held in FENGen nuclear decommissioning trust for Perry along with the other funds maintained by FENGen for Perry and shall be maintained in such trust outside of FENGen's administrative control and in accordance with the requirements of 10 CFR 50.75(h)(1).
 - B. The Support Agreement in the amount of \$400 million from FirstEnergy Solutions Corp. (FE Solutions) described in the application dated June 30, 2015 shall be effective and consistent with the representations in the application. FENGen shall take no action to void, cancel or modify the Support Agreement without the prior written consent of the NRC staff. FENGen shall inform the Director of the Office of Nuclear Reactor Regulation, in writing, no later than 10 working days after any funds are provided to FENGen by FirstEnergy Solutions under the terms of the Support Agreement.

C. Deleted

FOR THE NUCLEAR REGULATORY COMMISSION

ORIGINAL SIGNED BY:

Harold R. Denton, Director
Office of Nuclear Reactor Regulation

Attachments/Appendices

1. Attachments 1 – 2
2. Appendix A – Technical Specifications
(NUREG-1204)
3. Appendix B – Environmental Protection
Plan
4. Appendix C – Antitrust Conditions

Date of Issuance: November 13, 1986

APPENDIX C

PERRY NUCLEAR POWER PLANT, UNIT NO. 1

NPF-58

ANTITRUST CONDITIONS

FOR

FIRSTENERGY NUCLEAR GENERATION, LLC

A. The licensees are subject to the following antitrust conditions:

Definitions

Applicant shall mean the company listed above.

Entity shall mean any electric generation and/or distribution system or municipality or cooperative with a statutory right or privilege to engage in either of these functions.

Wheeling shall mean transportation of electricity by a utility over its lines for another utility, including the receipt from and delivery to another system of like amounts but not necessarily the same energy. Federal Power Commission, The 1970 National Power Survey, Part 1, P. 1-24-B.

Licensing Conditions

- (1) Applicant shall not condition the sale or exchange of wholesale power or coordination services upon the condition that any other entity:
 - (a) enter into any agreement or understanding restricting the use of or alienation of such energy or services to any customers or territories;
 - (b) enter into any agreement or understanding requiring the receiving entity to, give up any other power supply alternatives or to deny itself any market opportunities;
 - (c) withdraw any petition to intervene or forego participation in any proceeding before the Nuclear Regulatory Commission or refrain from instigating or prosecuting any antitrust action in any other forum.

- (2) Applicant, and each of them, shall offer interconnections upon reasonable terms and conditions at the request of any other electric entity(ies) in the Combined CAPCO Company Territories (CCCT), such interconnection to be available (with due regard for any necessary and applicable safety procedures) for operation in a closed-switch synchronous operating mode if requested by the interconnecting entity(ies). Ownership of transmission lines and switching stations associated with such interconnection shall remain in the hands of the party funding the interconnection subject, however, to any necessary safety procedures relating to disconnection facilities at the point of power delivery. Such limitations on ownership shall be the least necessary to achieve reasonable safety practices and shall not serve to deprive purchasing entities of a means to effect additional power supply options.
- (3) Applicant shall engage in wheeling for and at the request of other entities in the CCCT:
- (a) of electric energy from delivery points of Applicant to the entity(ies); and,
 - (b) of power generated by or available to the other entity, as a result of its ownership or entitlements* in generating facilities, to delivery points of Applicant designated by the other entity.

Such wheeling services shall be available with respect to any unused capacity on the transmission lines of Applicant, the use of which will not jeopardize Applicant's system. In the event Applicant must reduce wheeling services to other entities due to lack of capacity, such reduction shall not be effected until reductions of at least 5 percent have been made in transmission capacity allocations to other Applicant in these proceedings and thereafter shall be made in proportion to reductions** imposed upon other Applicant to this proceeding.

* "Entitlement" includes but is not limited to power made available to an entity pursuant to an exchange agreement.

** The objective of this requirement is to prevent the pre-emption of unused capacity on the lines of one Applicant by other Applicants or by entities the transmitting Applicant deems noncompetitive. Competitive entities are to be allowed the opportunity to develop bulk power services options even if this results in re-allocation of CAPCO (Central Area Power Coordination Group) transmission channels. This relief is required in order to avoid prolongation of the effects of Applicant's illegally sustained dominance.

Applicant shall make reasonable provisions for disclosed transmission requirements of other entities in the CCCT in planning future transmission either individually or within the CAPCO grouping. By "disclosed" is meant the giving of reasonable advance notification of future requirements by entities utilizing wheeling services to be made available by Applicant.

- (4) (a) Applicant shall make available membership in CAPCO to any entity in the CCCT with a system capability of 10 Mw or greater;
- (b) A group of entities with an aggregate system capability of 10 Mw or greater may obtain a single membership in CAPCO on a collective basis;*
- (c) Entities applying for membership in CAPCO pursuant to License Condition 4 shall become members subject to the terms and conditions of the CAPCO Memorandum of Understanding of September 14, 1967, and its implementing agreements; except that new members may elect to participate on an equal percentage of reserve basis rather than a P/N allocation formula for a period of twelve years from date of entrance.** Following the twelfth year of entrance, new members shall be expected to adhere to such allocation methods as are then employed by CAPCO (subject to equal opportunity for waiver or special consideration granted to original CAPCO members which then are in effect).

* E.g., Wholesale Customer of Ohio Edison (WCOE).

** The selection of the 12-year period reflects our determination that an adjustment period is necessary since the P/N formula has a recognized effect of discriminating against small systems and forcing them to forego economies of scale in generation in order to avoid carrying excessive levels of reserves. We also found the P/N is not entirely irrational as a method of reserve allocation. We have observed that Applicants themselves provided adjustment periods and waivers to integrate certain Applicants into the CAPCO reserve requirement program. The 12-year period should permit new entrants to avoid initial discrimination but to accommodate and adjust to the CAPCO system over some reasonable period of time. Presumably new entrants will be acquiring ownership shares and entitlements during the 12-year period so that adverse consequences of applying the P/N formula will be mitigated.

- (d) New members joining CAPCO pursuant to this provision of relief shall not be entitled to exercise voting rights until such time as the system capability of the joining member equals or exceeds the system capability of the smallest member of CAPCO which enjoys voting rights.*
- (5) Applicant shall sell maintenance power to requesting entities in the CCCT upon terms and conditions no less favorable than those Applicant make available: (a) to each other either pursuant to the CAPCO agreements or pursuant to bilateral contract; or (b) to non-Applicant entities outside the CCCT.
- (6) Applicant shall sell emergency power to requesting entities in the CCCT upon terms and conditions no less favorable than those Applicant make available: (a) to each other either pursuant to the CAPCO agreements or pursuant to bilateral contract; or (b) to non-Applicant entities outside the CCCT.
- (7) Applicant shall sell economy energy to requesting entities in the CCCT, when available, on terms and conditions no less favorable than those available: (a) to each other either pursuant to the CAPCO agreements or pursuant to bilateral contract; or (b) to non-Applicant entities outside the CCCT.
- (8) Applicant shall share reserves with any interconnected generation entity in the CCCT upon request. The requesting entity shall have the option of sharing reserves on an equal percentage basis or by use of the CAPCO P/N allocation formula or on any other mutually agreeable basis.
- (9) (a) Applicant shall make available to entities in the CCCT access to the Davis-Besse 1, 2 and 3 and the Perry 1 and 2 nuclear units and any other nuclear units for which Applicant or any of them, shall apply for a construction permit or operating license during the

* Our objective is to prevent impediments to the operation and development of an area-wide power pool through the inability of lesser entities to respond timely or to make necessary planning commitments. While we grant new member entities the opportunity to participate in CAPCO it is not our intent to relieve joining entities of responsibilities and obligations necessary to the successful operation of the pool. For those smaller entities which do not wish to assume the broad range of obligations associated with CAPCO membership we have provided for access to bulk power service options which will further their ability to survive and offer competition in the CCCT.

next 25 years. Such access, at the option of the requesting entity, shall be on an ownership share, or unit participation or contractual pre-purchase of power basis.* Each requesting entity (or collective group of entities) may obtain up to 10% of the capacity of the Davis-Besse and Perry Units and 20% of future units (subject to the 25-year limitation) except that once any entity or entities have contracted for allocations totaling 10% or 20%, respectively, no further participation in any given units need be offered.

- (b) Commitments for the Davis-Besse and Perry Units must be made by requesting entities within two years after this decision becomes final. Commitments for future units must be made within two years after a construction permit application is filed with respect to such a unit (subject to the 25-year limitation) or within two years after the receipt by a requesting entity of detailed written notice of Applicant's plans to construct the unit, whichever is earlier; provided, however, that the time for making the commitment shall not expire until at least three months after the filing of the application for a construction permit. Where an Applicant seeks to operate a nuclear plant with respect to which it did not have an interest at the time of filing the application for the construction permit, the time periods for commitments shall be the same except that reference should be to the operating license, not the construction permit.
- (10) Applicant shall sell wholesale power to any requesting entity in the CCCT, in amounts needed to meet all or part of such entity's requirements. The choice as to whether the agreement should cover all or part of the entity's requirements should be made by the entity, not the Applicant or Applicants.

* Requesting entities' election as to the type of access may be affected by provisions of State law relating to dual ownership of generation facilities by municipalities and investor-owned utilities. Such laws may change during the period of applicability of these conditions. Accordingly, we allow requesting entities to be guided by relevant legal and financial considerations (including Commission regulations on nuclear power plant ownership) in fashioning their requests.

- (11) These conditions are intended as minimum conditions and do not preclude Applicant from offering additional wholesale power or coordination services to entities within or without the CCCT. However, Applicant shall not deny wholesale power or coordination services required by these conditions to non-Applicant entities in the CCCT based upon prior commitments arrived at in the CAPCO Memorandum of Understanding or implementing agreements. Such denial shall be regarded as inconsistent with the purpose and intent of these conditions.

The above conditions are to be implemented in a manner consistent with the provisions of the Federal Power Act and all rates, charges or practices in connection therewith are to be subject to the approval of regulatory agencies having jurisdiction over them.

ENCLOSURE 2

AMENDMENT NO. 6 TO
INDEMNITY AGREEMENT NO. B-98



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

March 15, 2016

Docket No. 50-440

AMENDMENT TO INDEMNITY AGREEMENT NO. B-98
AMENDMENT NO. 6

Effective May 31, 2016, Indemnity Agreement No. B-98, between Cleveland Electric Illuminating Company, Toledo Edison Company, Ohio Edison Company, Duquesne Light Company, Pennsylvania Power Company, FirstEnergy Nuclear Operating Company, FirstEnergy Nuclear Generation, LLC, and the United States Nuclear Regulatory Commission, dated March 7, 1985, as amended, is hereby further amended as follows:

The names "Ohio Edison Company" and "Duquesne Light Company" are deleted wherever they appear in the agreement.

Item 1 of the Attachment to the indemnity agreement is modified by updating the addresses of a previously added licensees:

Item 1 – Licensee FirstEnergy Nuclear Operating Company

Address 76 South Main Street
Akron, OH 44308

Item 1 – Licensee FirstEnergy Nuclear Generation, LLC

Address 76 South Main Street
Akron, OH 44308

In light of the above amendments and the intent of previous amendments, Indemnity Agreement No. B-98 is between "FirstEnergy Nuclear Operating Company," "FirstEnergy Nuclear Generation, LLC," and the United States Nuclear Regulatory Commission.

Historical licensee name changes to the original indemnity agreement and attachments thereof were not correctly recorded. Therefore, the following intended recipients of indemnity coverage are provided by period, as a matter of record:

- From March 7, 1985 to December 16, 2005 – Period of indemnity agreement amendments one through three:

Cleveland Electric Illuminating Company
Toledo Edison Company
Ohio Edison Company
Duquesne Light Company
Pennsylvania Power Company

- From December 16, 2005 to August 29, 2014 – Period of indemnity agreement amendment no. 4:

Ohio Edison Company
FirstEnergy Nuclear Operating Company
FirstEnergy Nuclear Generation Corporation

- August 29, 2014 to May 31, 2016 – Period of indemnity agreement amendment no. 5:

Ohio Edison Company
FirstEnergy Nuclear Operating Company
FirstEnergy Nuclear Generation, LLC

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION



Anthony Bowers, Chief
Financial Analysis and International Projects Branch
Division of Inspection and Regional Support
Office of Nuclear Reactor Regulation

Accepted _____ 20__

By _____
FirstEnergy Nuclear Operating Company

Accepted _____ 20__

By _____
FirstEnergy Nuclear Generation, LLC

D. Hamilton

- 2 -

The Notice of Issuance of the amendment will be included in the NRC's next biweekly *Federal Register* notice.

Sincerely,

/RA/

Kimberly J. Green, Senior Project Manager
Plant Licensing Branch III-1
Division of Operating Reactor Licensing
Office of Nuclear Reactor Regulation

Docket No. 50-440

Enclosures:

1. Amendment No. 172 to NPF-58
2. Amendment No. 6 to Indemnity Agreement No. B-98

cc: Mr. Paul A. Harden
Senior Vice President and
Chief Operating Officer
FirstEnergy Nuclear Operating Company
76 South Main Street
Akron, OH 44308

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OFFICE	DORL/LPL3-1/PM	DORL/LPL3-1/LA	DIRS/IFIB/BC	OGC (NLO)
NAME	KGreen	MHenderson	ABowers	BMizuno
DATE	05/13/16	05/12/16	05/16/16	05/18/16
OFFICE	DORL/LPL3-1/BC	NRR/DORL/D	NRR/D	DORL/LPL3-1/PM
NAME	DWrona	ABoland (EBenner for)	WDean	KGreen
DATE	05/19/16	05/19/16	05/26/16	05/31/16

OFFICIAL RECORD COPY