NRC FORM 195
(2-76)

U.S. NUCLEAR REGULATORY COMMISSION

NRC DISTRIBUTION FOR PART 50 DOCKET MATERIAL

DOCKET NUMBER: 50-220

FILE NUMBER:

TO: Mr. Jerome Saltzman

FROM: Niagara Mohawk Power Corp.
Syracuse, New York
J W Rushmore

DATE OF DOCUMENT: 3/21/77

DATE RECEIVED: 3/23/77

☒ LETTER ☒ ORIGINAL ☐ COPY

☐ NOTORIZED ☒ UNCLASSIFIED

PROP

INPUT FORM

NUMBER OF COPIES RECEIVED: One

DESCRIPTION

ATTACHED FOR YOUR ACTION/INFO IS A COPY OF INDEMNITY/ENDORSEMENT AGREEMENT FOR PERIOD INDICATED.....

(3-P)

PLANT NAME:

Nine Mile Point No. 1

RJL

ENCLOSURE

FOR ACTION/INFORMATION

INTERNAL DISTRIBUTION

REG FILE
NRC PDR
DINITZ (2)
H. JORDAN
NSIC
TIC

EXTERNAL DISTRIBUTION

CONTROL NUMBER

770840331

NRC FORM 195 (2-76)

NIAGARA MOHAWK POWER CORPORATION

NIAGARA MOHAWK

300 ERIE BOULEVARD, WEST
SYRACUSE, N. Y. 13202

Regulatory File Cy.

March 21, 1977

Mr. Jerome Saltzman, Director
Office of Antitrust and Indemnity
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555

Re: Docket #50-220

Dear Mr. Saltzman:

Enclosed is a copy of Endorsement No. 55 to NELIA Policy No. NF-161, which amends Condition 4 and the list of subscribing companies in their proportionate liability.

Very truly yours,

John W Rushmore

J. W. Rushmore,
Supervisor - Insurance
System Risk Management

JWR/cnw

Enclosure

7708403 31

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDMENT OF CONDITION 4 AND AMENDMENT IN 1977 SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT

It is agreed that:

1. with respect to bodily injury or property damage caused after the effective date of this endorsement by the nuclear energy hazard, the figure $96,875,000 stated in Condition 4 of the policy is amended to read $108,500,000.

2. the listing of subscribing companies and their proportionate liability for calendar year 1977 shown on the reverse side of the Advance Premium and Standard Premium Endorsement for Calendar Year 1977 is replaced by the listing on the reverse side of this endorsement.

(over)

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No Insurance is afforded hereunder.

Charles R. Barles, Manager-Liability Underwriting
Nuclear Energy Liability-Property Insurance Assoc.

Effective Date of this Endorsement January 1, 1977 12:01 A.M. Standard Time

To form a part of Policy No NF-161

Issued to Niagara Mohawk Power Corporation

Date of Issue January 31, 1977

For the subscribing companies

By _____ General Manager

Endorsement No 55

Countersigned by _____

NE-43D (1/1/77)

SUBSCRIBING COMPANIES	PROPORTION OF 100%
Aetna Casualty and Surety Co., The, 151 Farmington Ave., Hartford, CT 06156	11.4807836
Aetna Insurance Company, 55 Elm St., Hartford, CT 06115	2.3753345
Allstate Insurance Co., 8324 Skokie Blvd., Skokie, IL 60076	4.7506691
American Home Assurance Co., 102 Maiden La., New York, NY 10005	.6730115
American Motorists Insurance Co., Long Grove, IL 60049	.3958891
Centennial Insurance Co., 45 Wall St., New York, NY 10005	.3958891
Commercial Union Insurance Co., One Beacon St., Boston, MA 02108	3.4838240
Continental Casualty Co., CNA Plaza, Chicago, IL 60685	4.4339578
Continental Insurance Co., The, 80 Maiden La., New York, NY 10038	6.3342254
Federal Insurance Co., 51 John F. Kennedy Pkwy., Short Hills, NJ 07078	1.2668451
Fireman's Fund Insurance Co., 3333 California St., San Francisco, CA 94119	4.3547800
General Accident Fire and Life Assurance Corp., Ltd. 414 Walnut St., Philadelphia, PA 19105	1.3460229
Great American Insurance Co., 580 Walnut St., Cincinnati, OH 45201	1.3301873
Gulf Insurance Co., 3015 Cedar Springs, Dallas, TX 75221	.1583556
Hanover Insurance Co., The, 440 Lincoln St., Worcester, MA 01605	.4750669
Hartford Accident and Indemnity Co., Hartford Plaza, Hartford, CT 06115	7.9177818
Hartford Steam Boiler Insp. & Ins. Co., The, 56 Prospect St., Hartford, CT 06102	.4354780
Home Indemnity Co., The, 59 Maiden La., New York, NY 10038	2.7712236
Insurance Co. of North America, 1600 Arch Street, Philadelphia, PA 19101	6.3342250
Maryland Casualty Co., P.O. BOX 1228, Baltimore, MD 21203	1.5835564
Monarch Insurance Co. of Ohio, The, 19 Rector St., New York, NY 10006	.2771224
Northwestern National Ins. Co., 731 No. Jackson St., Milwaukee, WI 53202	.5542447
Pacific Indemnity Co., 3200 Wilshire Blvd., Los Angeles, CA 90054	.3167113
Peerless Insurance Co., 62 Maple Ave., Keene, NH 03431	.0989723
Phoenix Assurance Co. of New York, 80 Maiden La., New York, NY 10038	.4750669
Protective Insurance Co., 3100 No. Meridian St., Indianapolis, IN 46208	.1583556
Providence Washington Insurance Co., 20 Washington Place, Providence, RI 02903	.0989723
Puritan Insurance Company, 1515 Summer St., Stamford, CT 06905	.2375335
Reliance Insurance Company, 4 Penn Center Plaza, Philadelphia, PA 19103	1.2668451
Royal Globe Insurance Company, 150 William Street, New York, New York 10038	3.5630018
St. Paul Fire & Marine Ins. Co., 385 Washington St., St. Paul, MN 55102	3.9335540
Seaboard Surety Co., 90 William St., New York, NY 10038	.3167113
Security Insurance Company of Hartford, 1000 Asylum Ave., Hartford, CT 06101	1.0689005
State Farm Fire & Casualty Company, 112 East Washington St., Bloomington, IL 61701	.7917782
Transamerica Insurance Co., 1150 So. Olive St., Los Angeles, CA 90015	.6334225
Travelers Indemnity Company, The, One Tower Square, Hartford, CT 06115	11.2432501
United States Fidelity and Guaranty Co., P.O. BOX 1138, Baltimore, MD 21203	9.0262712
United States Fire Insurance Co., Madison Ave. at Canfield Rd., Morristown, NJ 07960	2.8504014
Zurich Insurance Co., 111 West Jackson Blvd., Chicago, IL 60604	.7917782

NE-77a

Attachment to Endorsement No. 55.

Regulatory Docket File

NIAGARA MOHAWK POWER CORPORATION

NIAGARA MOHAWK

300 ERIE BOULEVARD WEST
SYRACUSE, N.Y. 13202

EUGENE J. MOREL
VICE PRESIDENT-INSURANCE

50-220

July 17, 1975

Jerome Saltzman, Deputy Chief
Office of Antitrust & Indemnity
Nuclear Reactor Regulation
United States
Nuclear Regulatory Commission
Washington, D. C. 20555

Dear Mr. Saltzman:

In response to your letter of June 26, 1975, here is a signed copy of Amendment No. 10 revising the indemnity location description.

Very truly yours,

EJM/cig

Enclosure

7716

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

Docket No. 50-220

AMENDMENT TO INDEMNITY AGREEMENT NO. B-36

AMENDMENT NO. 10

Effective June 25, 1975, Indemnity Agreement No. B-36, between Niagara Mohawk Power Corporation, and the Atomic Energy Commission, dated August 16, 1967, as amended, is hereby further amended as follows:

Item 4 of the Attachment to the indemnity agreement is deleted in its entirety and the following substituted therefor:

Item 4 - Location

All the premises including the land and all buildings and structures known as the Nine Mile Point Nuclear Station (including but not limited to Units 1 & 2) a) shown as being within the heavy dashed line (XXXXXX) on a reproduced portion of drawing number 12177 - FM-1A-3, a copy of which is attached hereto and made a part hereof and b) also including the entire intake and discharge structures.

The Nine Mile Point Nuclear Station is located on the southeast shore of Lake Ontario approximately eight (8) miles northeast of the City of Oswego, Oswego County, New York.

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

Jerome Saltzman, Deputy Chief
Office of Antitrust & Indemnity
Nuclear Reactor Regulation

Accepted June 30, 1975

By
NIAGARA MOHAWK POWER CORPORATION

AMERICAN REVOLUTION BICENTENNIAL 1776-1976

50-220

June 26, 1975

Mr. E. J. Morel
Vice President, Insurance
Niagara Mohawk Power Corporation
300 Erie Boulevard West
Syracuse, New York 13202

Dear Mr. Morel:

Enclosed are two copies of Indemnity Agreement No. B-36, Amendment No. 10, reflecting a change in the indemnity location description to include the entire Unit 2 construction area. We would appreciate your executing both copies of the amendment and returning one copy to us.

Signed, Jerome D. Saltzman

Jerome Saltzman, Deputy Chief
Office of Antitrust & Indemnity
Nuclear Reactor Regulation

Enclosrue
As stated

Distribution:
OAI Reading
I. Dinitz Reading
Subject File

OFFICE	NRR:OAI	NRR:OAI				
SURNAME	I. Dinitz:na 6/26/75	J. Saltzman				
DATE		6/26/75				

Docket No. 50-220

AMENDMENT TO INDEMNITY AGREEMENT NO. B-36

AMENDMENT NO. 10

Effective June 25, 1975, Indemnity Agreement No. B-36, between Niagara Mohawk Power Corporation, and the Atomic Energy Commission, dated August 16, 1967, as amended, is hereby further amended as follows:

Item 4 of the Attachment to the indemnity agreement is deleted in its entirety and the following substituted therefor:

Item 4 - Location

All the premises including the land and all buildings and structures known as the Nine Mile Point Nuclear Station (including but not limited to Units 1 & 2) a) shown as being within the heavy dashed line (xxxxxx) on a reproduced portion of drawing number 12177 - FM-1A-3, a copy of which is attached hereto and made a part hereof and b) also including the entire intake and discharge structures.

The Nine Mile Point Nuclear Station is located on the southeast shore of Lake Ontario approximately eight (8) miles northeast of the City of Oswego, Oswego County, New York.

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

Signed, Jerome D. Saltzman

Jerome Saltzman, Deputy Chief
Office of Antitrust & Indemnity
Nuclear Reactor Regulation

Distribution:
Licensee (2 originals)
Docket Files
PDR
ELD
Div. Labor Rel.
RO
Indemnity
IDinitz Reading
OAI Reading
Desk

Accepted _____, 1975

By _____
NIAGARA MOHAWK POWER CORPORATION

OFFICE	NRR:OAI	NRR:OAI				
SURNAME	IDinitz:na	JSaltzman				
DATE	6/ 4/75	6/ /75				

Docket

50-220

LAW OFFICES OF
LEBOEUF, LAMB, LEIBY & MACRAE
1757 N STREET, N.W.
WASHINGTON, D.C. 20036

ARVIN E. UPTON
LEONARD M. TROSTEN
WILLIAM O. DOUB (ADM. MARYLAND)
EUGENE B. THOMAS, JR.
HARRY H. VOIGT
L. MANNING MUNTZING
LEX K. LARSON
HENRY V. NICKEL
WASHINGTON PARTNERS

1185 AVENUE OF THE AMERICAS
NEW YORK, N.Y. 10005

WASHINGTON TELEPHONE
202-872-8668

CABLE ADDRESS
LALALU, WASHINGTON D.C.
TELEX: 440274

June 25, 1975

Mr. Ira Dinitz
Indemnity Specialist
Office of Antitrust and Indemnity
Nuclear Reactor Regulation
Nuclear Regulatory Commission
Washington, D. C. 20555

Re: Site Definition - Indemnity Agreement B-36
Nine Mile Point, Scriba, New York

Dear Mr. Dinitz:

In accordance with our conversation this morning, I enclose eight (8) copies of the location which is in the reduced size you requested.

Since the Indemnity Agreement is amended, effective today, I assume that you will send directly to Niagara Mohawk a copy of the revised location definition.

This letter should be directed to:

Mr. E. J. Morel
Vice President - Insurance
Niagara Mohawk Power Corporation
300 Erie Boulevard West
Syracuse, New York 13202

Thank you very much for your very prompt and courteous cooperation.

Sincerely yours,

E. B. Thomas, Jr.

cc: Mr. E. J. Morel, w/enc.

9850

12177-FM-IA-3

LOW WATER DATUM = EL 244'0"

APPROXIMATE LAKE DEPTH

DISTANCE FROM SHORE	DEPTH (BELOW LWD DATUM)
50'	[illegible]
100'	[illegible]
200'	[illegible]
1000'	[illegible]
3000'	[illegible]

LAKE ONTARIO

NINE MILE POINT NUCLEAR STATION UNIT 2

STACK

UNIT 1 SERVICE WATER PLANT

NINE MILE POINT NUCLEAR STATION UNIT 1

345/115KV SUBSTATION "B"

345/115KV SUBSTATION "A"

LAKE ROAD

LAKEVIEW

RAILROAD LOOPS

FITZPATRICK-LIGHTHOUSE HILL 115 KV

PROPERTY LINE

PLANT ACCESS ROAD

COUNTY ROAD

SCALE IN FEET

PLOT PLAN

NINE MILE POINT NUCLEAR STATION — UNIT 2
NIAGARA MOHAWK POWER CORPORATION
STONE & WEBSTER ENGINEERING CORPORATION

FOR PSAR

12177-FM-IA-3

make 1 copy + Docket original

Regulatory Docket File

LAW OFFICES OF
LEBOEUF, LAMB, LEIBY & MACRAE
1757 N STREET, N.W.
WASHINGTON, D.C. 20036

ARVIN E. UPTON
LEONARD M. TROSTEN
WILLIAM O. DOUB (ADM. MARYLAND)
EUGENE B. THOMAS, JR.
HARRY H. VOIGT
L. MANNING MUNTZING
LEX K. LARSON
HENRY V. NICKEL
WASHINGTON PARTNERS

140 BROADWAY
NEW YORK, N.Y. 10005

WASHINGTON TELEPHONE
202-872-8668

CABLE ADDRESS
LALALU, WASHINGTON D.C.
TELEX: 440274

June 24, 1975

220

50-410

RECEIVED OCT 7 1975 U.S. Atomic Energy Commission Regulatory Mail Section

DOCKETED USNRC OCT 7 1975 Mail Section Docket Clerk

Jerome Saltzman, Esq.
Deputy Chief
Office of Antitrust and Indemnity
Nuclear Reactor Regulation
Nuclear Regulatory Commission
Washington, D. C. 20555

Re: Site Definition - Indemnity Agreement B-36
Nine Mile Point, Scriba, New York

Dear Mr. Saltzman:

This letter confirms our conversation of this afternoon regarding a change in location definition in the above-captioned matter.

As I told you, Niagara Mohawk has decided to start construction of Nine Mile Point 2 immediately. Material for such construction is already on the site and it is, therefore, urgent that we receive as soon as possible the necessary change in the location definition.

The Nuclear Pool policies will also be changed in order that they will be identical with those in the Indemnity Agreement.

The present location is listed on Amendment No. 4, effective August 22, 1969, to Niagara Mohawk's Indemnity Agreement No. B-36. The definition of location preferred is as follows:

"All buildings and land as bounded in the attached drawing 12177-FM-1A-3 by the distinctive

10693

line ********** North - extending to the mean water line of Lake Ontario; East - extending to the property line of the Power Authority of the State of New York; South - extending to grid coordinate N1,280,000 (New York State coordinate system based on universal mercator projection; Central Zone); West - extending to Niagara Mohawk Power Corporation's property line at Lakeview, New York - Nine Mile Point Nuclear Station, Scriba, New York."

We certainly appreciate your cooperation in this matter.

Sincerely yours,

LeBoeuf, Lamb, Leiby & MacRae

Attorneys for
Niagara Mohawk Power Corporation

ACKNOWLEDGED

Regulatory File Cy

DO NOT REMOVE

NIAGARA MOHAWK POWER CORPORATION

NIAGARA MOHAWK

300 ERIE BOULEVARD WEST
SYRACUSE, N.Y. 13202

RECEIVED APR 17 1975 U.S. NUCLEAR REGULATORY COMMISSION

April 14, 1975

U.S. NUCLEAR REGULATORY COMMISSION DOCKETED USNRC APR 17 1975

Mr. Jerome Saltzman, Deputy Chief
Office of Antitrust and Indemnity
Nuclear Reactor Regulation
Nuclear Regulatory Commission
Washington, D. C. 20555

Re: Docket No. 50-220

Dear Mr. Saltzman:

Recently you forwarded to the System Insurance Department of Niagara Mohawk Power Corporation Amendment 9 to Indemnity Agreement No. B-36, one copy of which was to be signed and returned to you.

In the process of attaching this amendment to the original copy of this Agreement, we discovered that the last amendment attached to this Agreement was No. 7. Will you please forward to this department a copy of Amendment No. 8?

Very truly yours,

George T. Wallace,
Supervisor
System Insurance

GTW/cnw

Ind (2)
4/92

NIAGARA MOHAWK POWER CORPORATION

NIAGARA MOHAWK

300 ERIE BOULEVARD WEST
SYRACUSE, N.Y. 13202

April 11, 1975

Mr. Jerome Saltzman, Deputy Chief
Office of Antitrust & Indemnity
Nuclear Reactor Regulation
Nuclear Regulatory Commission
Washington, D. C. 20555

Re: Docket No. 50-220

Dear Mr. Saltzman:

In accordance with the request contained in your letter, dated March 21, 1975, enclosed is a signed copy of Amendment No. 9 to our Indemnity Agreement No. B-36.

This amendment increases the available nuclear energy liability insurance provided by NELIA and MAELU from $110,000,000 to $125,000,000.

Very truly yours,

George T. Wallace,
Supervisor
System Insurance

GTW/cnw

Enclosure

(2)

4040

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

Docket No. 50-220

AMENDMENT TO INDEMNITY AGREEMENT NO. B-36

AMENDMENT NO. 9

Effective March 21, 1975, Indemnity Agreement No. B-36, between Niagara Mohawk Power Corporation, and the Atomic Energy Commission, dated August 16, 1967, as amended, is hereby further amended as follows:

The name "United States Atomic Energy Commission" is deleted wherever it appears and the name "United States Nuclear Regulatory Commission" is substituted therefor.

The amount "$110,000,000" is deleted wherever it appears and the amount "$125,000,000" is substituted therefor.

The amount "$85,250,000" is deleted wherever it appears and the amount "$96,875,000" is substituted therefor.

The amount "$24,750,000" is deleted wherever it appears and the amount "$28,125,000" is substituted therefor.

Item 2a of the Attachment to the indemnity agreement is deleted in its entirety and the following substituted therefor:

Item 2-Amount of financial protection

a. $ 1,000,000 (From 12:01 a.m., August 16, 1967, to 12 midnight, August 21, 1969, inclusive)

82,000,000 (From 12:01 a.m., August 22, 1969, to 12 midnight, February 29, 1972, inclusive)

AMERICAN REVOLUTION BICENTENNIAL 1776-1976

95,000,000	(From 12:01 a.m., March 1, 1972, to 12 midnight, February 28, 1974, inclusive)
110,000,000	(From 12:01 a.m., March 1, 1974, to 12 midnight, March 20, 1975, inclusive)
125,000,000	(From 12:01 a.m., March 21, 1975)

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

Jerome Saltzman, Deputy Chief
Office of Antitrust & Indemnity
Nuclear Reactor Regulation

Accepted March 24, 1975

By Eugene J. Moul - Vice President - Insurance
NIAGARA MOHAWK POWER CORPORATION

Docket No. 50-220

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

MAR 21 1975

Niagara Mohawk Power Corporation
ATTN: E. R. Inderbitzin, Supervisor
System Insurance Department
300 Erie Boulevard West
Syracuse, New York 13202

Gentlemen:

We are enclosing herewith an amendment to your indemnity agreement reflecting the amendment to 10 CFR Part 140, "Financial Protection Requirements and Indemnity Agreements," effective March 21, 1975. The amendment to Part 140, a copy of which is also enclosed, gives effect to the recent increase from $110 million to $125 million in available nuclear energy liability insurance provided by Nuclear Energy Liability Insurance Association and Mutual Atomic Energy Liability Underwriters.

We would appreciate your indicating your acceptance of the amendment to your indemnity agreement in the space provided and returning one signed copy. If you have any questions about the foregoing, please let us know.

Sincerely,

Jerome Saltzman, Deputy Chief
Office of Antitrust & Indemnity
Nuclear Reactor Regulation

Enclosures:
1. Amendment to Indemnity Agreement
2. Amendment to 10 CFR Part 140

AMERICAN REVOLUTION BICENTENNIAL 1776-1976

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

Docket No. 50-220

AMENDMENT TO INDEMNITY AGREEMENT NO. B-36

AMENDMENT NO. 9

Effective March 21, 1975, Indemnity Agreement No. B-36, between Niagara Mohawk Power Corporation, and the Atomic Energy Commission, dated August 16, 1967, as amended, is hereby further amended as follows:

The name "United States Atomic Energy Commission" is deleted wherever it appears and the name "United States Nuclear Regulatory Commission" is substituted therefor.

The amount "$110,000,000" is deleted wherever it appears and the amount "$125,000,000" is substituted therefor.

The amount "$85,250,000" is deleted wherever it appears and the amount "$96,875,000" is substituted therefor.

The amount "$24,750,000" is deleted wherever it appears and the amount "$28,125,000" is substituted therefor.

Item 2a of the Attachment to the indemnity agreement is deleted in its entirety and the following substituted therefor:

Item 2-Amount of financial protection

a. $ 1,000,000 (From 12:01 a.m., August 16, 1967, to 12 midnight, August 21, 1969, inclusive)

82,000,000 (From 12:01 a.m., August 22, 1969, to 12 midnight, February 29, 1972, inclusive)

AMERICAN REVOLUTION BICENTENNIAL 1776-1976

95,000,000	(From 12:01 a.m., March 1, 1972, to 12 midnight, February 28, 1974, inclusive)
110,000,000	(From 12:01 a.m., March 1, 1974, to 12 midnight, March 20, 1975, inclusive)
125,000,000	(From 12:01 a.m., March 21, 1975)

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

Jerome Saltzman, Deputy Chief
Office of Antitrust & Indemnity
Nuclear Reactor Regulation

Accepted_____, 1975

By_____
NIAGARA MOHAWK POWER CORPORATION

Docket No. 50-220

AMENDMENT TO INDEMNITY AGREEMENT NO. B-36

AMENDMENT NO. 5

Effective DEC 2 6 1974, Indemnity Agreement No. B-36, dated August 16, 1967, as amended, between Niagara Mohawk Power Corporation and the Atomic Energy Commission, is hereby further amended as follows:

Item 3 of the Attachment to the indemnity agreement is deleted in its entirety, and the following substituted therefor:

Item 3 - License number or numbers

SNM-1028	(From 12:01 a.m., August 16, 1967, to 12:00 midnight, August 21, 1969 inclusive)
DPR-17	(From 12:01 a.m., August 22, 1969, to 12:00 midnight DEC 2 5 1974 inclusive)
DPR-63	(From 12:01 a.m., DEC 2 6 1974)

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

S/

Abraham Braitman, Chief
Office of Antitrust & Indemnity
Directorate of Licensing

Distribution:
Licensee (2 orig.)
PDR
OGC
Docket Files
Div. Labor Relations
RO
Desk
Indemnity File
IDinitz Reading
OAI Reading

Accepted_____, 1974

By_____
NIAGARA MOHAWK POWER CORPORATION

OFFICE➤	OAI	OAI				
SURNAME➤	IDinitz:nva	ABraitman				
DATE➤	12/ /74	12/ /74				

AEC DISTRIBUTION FOR PART 50 DOCKET MATERIAL
(TEMPORARY FORM)

CONTROL NO: 2814

FILE: INSURANCE

FROM:	DATE OF DOC	DATE REC'D	LTR	MEMO	RPT	OTHER
Niagara Mohawk Power Corp. Syracuse, N. Y. 13202 G. T. Wallace	3-29-74	4-2-74	X			

TO:	ORIG	CC	OTHER	
J. Saltzman	1 signed			SENT AEC PDR X SENT LOCAL PDR X

CLASS	UNCLASS	PROP INFO	INPUT	NO CYS REC'D	DOCKET NO:
	XXXXX			1	50-220

DESCRIPTION:
Ltr trans the following:

ENCLOSURES:
Amdt to Indeminty Agreement No. B-36, Amdt #7 returned, signed & accepted, dtd: 3-29-74

DO NOT REMOVE

PLANT NAME: Nine Mile Point Unit 1

(1 cy rec'd)

FOR ACTION/INFORMATION 4-5-74 GC

✓SALTZMAN (OAI)
w/1 copies

INTERNAL DISTRIBUTION

✓REG FILES
✓AEC PDR w/ 1 copies

✓OGC w/ 1 copies
✓WAGNER w/ 1 copies
Rm C-261, GT.

CLARK w/ copies
OTHERS:
Rm CA-234, GT.

EXTERNAL DISTRIBUTION

✓LOCAL PDR Oswego, N. Y.
✓DTIE
✓NSIC

50-220

Regulatory Docket File

NIAGARA MOHAWK POWER CORPORATION

NIAGARA MOHAWK

300 ERIE BOULEVARD WEST

SYRACUSE, N.Y. 13202

March 29, 1974

Mr. Jerome Saltzman, Deputy Chief
Office of Antitrust & Indemnity
Directorate of Licensing
United States Atomic Energy Commission
Washington, D. C. 20545

Re: Docket No. 50-220

Dear Mr. Saltzman:

In accordance with your instructions, enclosed is one signed copy of an amendment to our indemnity agreement reflecting the amendment to 10 CFR Part 140, "Financial Protection Requirements and Indemnity Agreements, effective March 1, 1974.

Very truly yours,

George T. Wallace,
Supervisor
System Insurance

GTW/cnw

Enclosure

2814

UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

RECEIVED
MAR 28 1974
INSURANCE DEPT.

Docket No. 50-220

AMENDMENT TO INDEMNITY AGREEMENT NO. B-36

AMENDMENT NO. 7

Effective March 1, 1974, Indemnity Agreement No. B-36, between Niagara Mohawk Power Corporation and the Atomic Energy Commission, dated August 16, 1967, as amended, is hereby further amended as follows:

The amount "$95,000,000" is deleted wherever it appears and the amount "$110,000,000" is substituted therefor.

The amount "$73,625,000" is deleted wherever it appears and the amount "$85,250,000" is substituted therefor.

The amount "$21,375,000" is deleted wherever it appears and the amount "$24,750,000" is substituted therefor.

Item 2a of the Attachment to the indemnity agreement is deleted in its entirety and the following substituted therefor:

Item 2 Amount of financial protection

a.	$1,000,000	(From 12:01 a.m., August 16, 1967, to 12:00 midnight, August 21, 1969, inclusive)
	82,000,000	(From 12:01 a.m., August 22, 1969, to 12:00 midnight, February 29, 1972, inclusive)
	95,000,000	(From 12:01 a.m., March 1, 1972, to 12:00 midnight, February 28, 1974, inclusive)
	110,000,000	(From 12:01 a.m., March 1, 1974)

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Jerome Saltzman, Deputy Chief
Office of Antitrust & Indemnity
Directorate of Licensing

Accepted March 29, 1974

By
NIAGARA MOHAWK POWER CORPORATION

AEC DISTRIBUTION FOR PART 50 DOCKET MATERIAL
(TEMPORARY FORM)

CONTROL NO: 2985

FILE: INSURANCE

FROM:	DATE OF DOC	DATE REC'D	LTR	MEMO	RPT	OTHER
Niagara Mohawk Power Corp. Syracuse, N. Y. 13202 E. J. Morel	3-27-74	4-5-74	X			

TO:	ORIG	CC	OTHER	
L. Johnson	1 signed			SENT AEC PDR X SENT LOCAL PDR X

CLASS	UNCLASS	PROP INFO	INPUT	NO CYS REC'D	DOCKET NO:
	XXX			1	50-220

DESCRIPTION:
Ltr trans the following:

ACKNOWLEDGED

PLANT NAME: Nine Mile Point Unit #1

ENCLOSURES:
Endorsement #29 & 30 to MAELU Policy #MF-46

DO NOT REMOVE

(2 cys rec'd)

FOR ACTION/INFORMATION 4-8-74 GC

✓SALTZMAN (OAI)
w/1 copies

INTERNAL DISTRIBUTION

✓REG FILES
✓AEC PDR w/1 copies

OGC w/ copies
WAGNER w/ copies
Rm C-261, GT.

✓CLARK w/ 1copies
OTHERS:
Rm CA-234, GT.

EXTERNAL DISTRIBUTION

✓LOCAL PDR Oswego, N. Y.
✓DTIE
✓NSIC

Regulatory Docket File

NIAGARA MOHAWK POWER CORPORATION

NIAGARA MOHAWK

300 ERIE BOULEVARD WEST
SYRACUSE, N.Y. 13202

RECEIVED APR 5 1974 U.S. ATOMIC ENERGY COMMISSION Regulatory Mail Section

March 27, 1974

DOCKETED USAEC APR 5 1974 REGULATORY MAIL SECTION DOCKET CLERK

Mr. Lyall Johnson, Director
Division of State & Licensing Relations
Atomic Energy Commission
Washington, D. C. 20545

Re: Docket No. 50-220

Dear Mr. Johnson:

Attached are copies of Endorsements No. 29 and No. 30 to MAELU Policy No. MF-46 and representing, respectively, amendment of Condtion 4 of the policy and the increase of the Limit of Liability to read $24,750,000.

Very truly yours,

E. J. Morel,
Manager
System Insurance

EJM/cnw

Enclosure

2985

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Amendment of Condition 4 Endorsement

It is agreed that with respect to bodily injury and property damage caused after the effective date of this endorsement by the nuclear energy hazard the figure $21,375,000 stated in Condition 4 of the policy is amended to read $24,750,000.

Effective Date of this Endorsement January 1, 1974 To form a part of Policy No. MF-46

Issued to Niagara Mohawk Power Corporation

Date of Issue February 13, 1974

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF ENDORSEMENT NO. 29 MADE PART OF NUCLEAR ENERGY POLICY, (FACILITY FORM) NO. MF 46 NO INSURANCE IS AFFORDED UNDER THIS TRUE COPY.

Kenneth J. Jones

KENNETH J. JONES, SECRETARY
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Endorsement No. 29

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By

COPY

Countersigned by

AUTHORIZED REPRESENTATIVE

NE 43 (1/1/74)

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Increase Of Limit Of Liability Endorsement

It is agreed that:

1. The limit of liability stated in Item 4 of the declarations of the policy is amended to read $24,750,000.

   This amended limit applies with respect to obligations assumed or expenses incurred because of bodily injury or property damage caused, during the period from the effective date of this endorsement to the date of termination of the policy, by the nuclear energy hazard.

2. The limit of liability stated in Item 4 of the declarations and the amended limit of liability stated in paragraph 1 above shall not be cumulative, and each payment made by the companies after the effective date of this endorsement for any loss or expense covered by the policy shall reduce by the amount of such payment both the limit of liability stated in Item 4 of the declarations and the amended limit of liability stated in paragraph 1 above, regardless of which limit of liability applies with respect to the bodily injury or property damage out of which such loss expense arises.

Effective Date of this Endorsement March 1, 1974 To form a part of Policy No. MF-46

Issued to Niagara Mohawk Power Corporation

Date of Issue February 26, 1974

THIS IS TO CE[illegible] TRUE COPY OF ENDORSEMENT NO. 30 MADE PART OF NUCLEAR ENERGY POLICY (FACILITY FORM) NO. MF 46 NO INSURANCE IS AFFORDED UNDER THIS TRUE COPY

Kenneth J. Jones

KENNETH J. JONES, SECRETARY
[illegible]AL ATOMIC ENERGY LIABILITY UNDERWRITERS

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By

COPY

Endorsement No. 30

Countersigned by

AUTHORIZED REPRESENTATIVE

UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

Docket No. 50-220

Indemnity Agreement No. B-63

This Indemnity Agreement No. B-63 is entered into by and between

POWER AUTHORITY OF THE STATE OF NEW YORK
AND THE NIAGARA MOHAWK POWER CORPORATION

(hereinafter referred to as the "licensee") and the United States Atomic Energy Commission (hereinafter referred to as the "Commission") pursuant to subsection 170c of the Atomic Energy Act of 1954, as amended (hereinafter referred to as "the Act").

ARTICLE I

As used in this agreement:

1. "Nuclear reactor," "byproduct material," "person," "source material," and "special nuclear material" shall have the meanings given them in the Atomic Energy Act of 1954, as amended, and the regulations issued by the Commission.

2. Except where otherwise specifically provided, "amount of financial protection" means the amount specified in Item 2a and b, of the Attachment annexed hereto, as modified by paragraph 8, Article II, with respect to common occurrences.

3.(a) "Nuclear incident" means any occurrence, including an extraordinary nuclear occurrence, or series of occurrences at the location or in the course of transportation causing bodily injury, sickness, disease, or death, or loss of or damage to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of the radioactive material.

(b) Any occurrence, including an extraordinary nuclear occurrence, or series of occurrences causing bodily injury, sickness, disease, or death, or loss of or damage to property, or loss of use of property,

B

Docket

UNITED STATES ATOMIC ENERGY COMMISSION

ATTACHMENT

Indemnity Agreement No. B-63

Item 1 - Licensee Power Authority of the State of New York and the Niagara Mohawk Power Corporation

Address 10 Columbus Circle
New York, New York 10019

Item 2 - Amount of Financial protection

a. $1,000,000

b. With respect to any nuclear incident, the amount specified in Item 2a of this Attachment shall be deemed to be (i) reduced to the extent that any payment made by the insurer or insurers under a policy or policies specified in Item 5 of this Attachment reduces the aggregate amount of such insurance policies below the amount specified in item 2a and (ii) restored to the extent that, following such reduction, the aggregate amount of such insurance policies is reinstated.

Item 3 - License number or numbers

SNM-1311

Item 4 - Location

All premises including the land all buildings and structures known as the James A. Fitzpatrick Nuclear Power Plant located in the town of Scriba, Oswego County, New York.

Item 5 - Insurance Policy No(s).

Nuclear Energy Liability Policy (Facility Form) No. NF-208 issued by the Nuclear Energy Liability Insurance Association.

Item 6 - The indemnity agreement designated above, of which the Attachment is a part, is effective as of 12:01 a.m. on the 28th day of August, 1972.

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Jerome Saltzman

Jerome Saltzman, Assistant Chief
Office of Antitrust and Indemnity
Directorate of Licensing

FOR POWER AUTHORITY OF THE STATE OF NEW YORK

BY _____

FOR THE NIAGARA MOHAWK POWER CORPORATION

BY _____

Dated at Bethesda, Md., the 28th day of August, 1972

50-220

63

POWER AUTHORITY OF THE STATE OF NEW YORK
AND THE NIAGARA MOHAWK POWER CORPORATION

OFFICE ▷	OAI	OAI				
SURNAME ▷	IDinitz:db	JSaltzman				
DATE ▷	8/21/72	8/28/72				

FROM: The University of Oklahoma Norman, Oklahoma Mr. P. K. McCarter	DATE OF DOCUMENT 05-26-72	DATE RECEIVED 06-02-72	NO.:
	LTR. x	MEMO:	REPORT:	OTHER:
TO: J. Saltzman	ORIG.: 1	CC:	OTHER:
	ACTION NECESSARY ☐	CONCURRENCE ☐	DATE ANSWERED:
	NO ACTION NECESSARY ☐	COMMENT ☐	BY:
CLASSIF.: U	POST OFFICE	REG. NO:	FILE CODE: Docket No. 50-112 Appl. (Insurance)

DESCRIPTION: (Must Be Unclassified)

Ltr. trans an amendment to Indemnity Agreement No. E-26.

ENCLOSURES:

Amendment No. 5.

REMARKS:

REFERRED TO	DATE	RECEIVED BY	DATE
Saltzman 1 Extra	6-6		
Distribution 1 PDR			
1 OGC 1 Reg File cy			
1 Leith		jb	
DO NOT REMOVE			
ACKNOWLEDGED			
		34	

U. S. ATOMIC ENERGY COMMISSION MAIL CONTROL FORM FORM AEC-326 (8-60)

☆ U. S. Government Printing Office: 1968 — 296 — 614

DOCKET NO. 50-112

REGULATORY FILE CY

The University of Oklahoma 660 Parrington Oval, Room 119 Norman, Oklahoma 73069

Office of the Provost

RECEIVED JUN 2 1972 U.S. ATOMIC ENERGY COMMISSION DIVISION OF MAIL SERVICES

May 26, 1972

Mr. Jerome Saltzmen, Chief
Indeminity and Export Control Branch
Division of State and
Licensee Relations
U. S. Atomic Energy Commission
Washington, D.C. 20545

Dear Mr. Saltzmen:

Attached is one signed copy of Amendment No. 5 Indemnity Agreement No. E-26 between the University of Oklahoma and the Atomic Energy Commission. The University accepts this amendment increasing the nuclear energy liability insurance from $82,000,000 to $95,000,000.

Sincerely yours,

Pete Kyle McCarter

Pete Kyle McCarter
Provost

PKM:lh

DOCKETED USAEC JUN 6 1972 REGULATORY MAIL SECTION DOCKET CLERK

3024

UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

Docket No. 50-112

AMENDMENT TO INDEMNITY AGREEMENT NO. E-26

AMENDMENT NO. 5

Effective March 1, 1972, Indemnity Agreement No. E-26, between University of Oklahoma and the Atomic Energy Commission, dated November 23, 1962, as amended, is hereby further amended as follows:

Article III, Paragraph 4(b)(2) is amended by deleting the amount "$82,000,000" and substituting therefor the amount "$95,000,000."

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Jerome Saltzman, Chief
Indemnity and Export Control Branch
Division of State and Licensee Relations

Accepted May 24, 1972

By Peter Lyle McCown

FROM: Niagara Mohawk Power Corporation Syracuse, NY Mr. E.J. Morel	DATE OF DOCUMENT 3-2-72	DATE RECEIVED 3-5-72	NO.:
	LTR.	MEMO:	REPORT:	OTHER:
TO: J. Saltzman, SLR	ORIG.: X	CC:	OTHER:
	ACTION NECESSARY ☐ NO ACTION NECESSARY ☐	CONCURRENCE ☐ COMMENT ☐	DATE ANSWERED: BY:
CLASSIF.: U	POST OFFICE REG. NO:	FILE CODE: Docket No. 50-220	

DESCRIPTION: (Must Be Unclassified)
Ltr. trans:

ENCLOSURES:
Amendment No.66 to Indemnity Agreement No. B-36

REMARKS:

REFERRED TO	DATE	RECEIVED BY	DATE
Saltzman: w/extra	3-20	Regulatory File Cy.	
Distribution		DO NOT REMOVE ACKNOWLEDGED	
File			
OGC			
Leith			
PDR			
		DF 3 9	

U. S. ATOMIC ENERGY COMMISSION MAIL CONTROL FORM FORM AEC-328 (8-60)

☆ U. S. Government Printing Office: 1968 — 296 — 614

Docket

NIAGARA MOHAWK POWER CORPORATION

NIAGARA MOHAWK

300 ERIE BOULEVARD WEST
SYRACUSE, N.Y. 13202

March 2, 1972

Noted

RECEIVED
MAR 5 1972
U.S. ATOMIC ENERGY COMMISSION
Regulatory
Mail Section

Mr. Jerome Saltzman, Chief
Indemnity and Export Control Branch
Division of State and Licensee Relations
United States Atomic Energy Commission
Washington, D. C. 20545

Re: Docket No. 50-220

Dear Mr. Saltzman:

In response to your letter of March 1, 1972, attached is an appropriately signed copy of Amendment No. 6 to Indemnity Agreement No. B-36, which reflects the nuclear insurance pools' increase in limits from $82,000,000 to $95,000,000.

We appreciate the expeditious manner in which you submitted this amendment to us.

Sincerely yours,

E. J. Morel, Manager
System Insurance

EJM/oc

Enclosure: Amendment No. 6 to Indemnity Agreement No. B-36

1309

UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

AMENDMENT NO. 6 TO INDEMNITY AGREEMENT NO. B-36

Effective March 1, 1972, Indemnity Agreement No. B-36, between Niagara Mohawk Power Corporation and the Atomic Energy Commission, dated August 16, 1967, as amended, is hereby further amended as follows:

Article II, Paragraph 8(a) is amended by deleting the amount "$63,550,000" wherever it appears and substituting therefor the amount "$73,625,000."

Article II, Paragraph 8(b) is amended by deleting the amount "$18,450,000" wherever it appears and substituting therefor the amount "$21,375,000."

Article II, Paragraph 8(c) is amended by deleting the amount "$82,000,000" wherever it appears and substituting therefor the amount "$95,000,000."

Article III, Paragraph 4(b)(2) is amended by deleting the amount "$82,000,000" and substituting therefor the amount "$95,000,000."

Item 2a. of the Attachment to the indemnity agreement is deleted in its entirety and the following substituted therefor:

Item 2 - Amount of financial protection

a. $ 1,000,000 (From 12:01 a.m., August 16, 1967, to 12:00 midnight, August 21, 1969, inclusive)
$82,000,000 (From 12:01 a.m., August 22, 1969, to 12:00 midnight, February 29, 1972, inclusive)
$95,000,000 (From 12:01 a.m., March 1, 1972)

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Jerome Saltzman, Chief
Indemnity and Export Control Branch
Division of State and Licensee Relations

Accepted March 2, 1972

By
NIAGARA MOHAWK POWER CORPORATION

FROM:	DATE OF DOCUMENT:	DATE RECEIVED	NO.:
Niagara Mohawk Power Corp. Syracuse, N. Y. (E. R. Inderbitzin)	12-21-71	12-27-71	

LTR.	MEMO:	REPORT:	OTHER:
x			

TO:	ORIG.:	CC:	OTHER:
L. Johnson	1		

ACTION NECESSARY ☐	CONCURRENCE ☐	DATE ANSWERED:
NO ACTION NECESSARY ☐	COMMENT ☐	BY:

CLASSIF:	POST OFFICE
U	REG. NO:

FILE CODE:

DOCKET: 50-220

DESCRIPTION: (Must Be Unclassified)

Ltr. trans:

ENCLOSURES: (1 cy.)

Amendment #5 to IA No. B-36

REFERRED TO	DATE	RECEIVED BY	DATE
Saltzman:	12-29		
w/~~xxx~~ extra copy			
Distribution:			
1-reg. file copy			
1-PDR Copy			
1-OGC (P-506A)			
1-R. Leith, (C-261)			

REMARKS:

asc

U.S. ATOMIC ENERGY COMMISSION

MAIL CONTROL FORM FORM AEC-326S (8-60)

☆ U.S. GOVERNMENT PRINTING OFFICE: 1971-424-062

NIAGARA MOHAWK POWER CORPORATION

NIAGARA MOHAWK

300 ERIE BOULEVARD WEST
SYRACUSE, N.Y. 13202

noted
CSK

December 21, 1971

Mr. Lyall Johnson, Director
Division of State and Licensee Relations
U. S. Atomic Energy Commission
Washington, D. C. 20545

Re: Docket No. 50-220

Dear Mr. Johnson:

Regulatory File Cy.

Per your letter of December 9, 1971, I am returning one signed copy of Amendment No. 5 to Indemnity Agreement No. B-36.

Very truly yours,

E R Inderbitzin

E. R. Inderbitzin, Supervisor
System Insurance

ERI/oc
Enc.

5648

UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

Docket No. 50-220

AMENDMENT TO INDEMNITY AGREEMENT NO. B-36

AMENDMENT NO. 5

Effective December 14, 1971, Indemnity Agreement No. B-36 between Niagara Mohawk Power Corporation and the Atomic Energy Commission, dated August 16, 1967, as amended, is hereby further amended as follows:

Article II is amended by adding the following proviso at the end of subparagraph 5(c):

"Provided, however, that with respect to an extraordinary nuclear occurrence occurring at the facility, a claimant who is employed at the facility in connection with the construction of a nuclear reactor with respect to which no operating license has been issued by the Atomic Energy Commission shall not be considered as employed in connection with the activity where the extraordinary nuclear occurrence takes place if:

(1) the claimant is employed exclusively in connection with the construction of a nuclear reactor, including all related equipment and installations at the facility, and

(2) no operating license has been issued by the AEC with respect to the nuclear reactor, and

(3) the claimant is not employed in connection with the possession, storage, use or transfer of nuclear material at the facility."

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Lyall Johnson

Lyall Johnson, Director
Division of State and Licensee Relations

Accepted December 21, 1971

By Laurence M. Weston

DEC 9 1971

Docket No. 50-220

Niagara Mohawk Power Corporation
ATTN: Mr. E. R. Inderbitzin, Supervisor
System Insurance Department
300 Erie Boulevard West
Syracuse, New York 13202

Gentlemen:

We are enclosing herewith an amendment to your indemnity agreement reflecting the recent amendment to 10 CFR Part 140, "Financial Protection Requirements and Indemnity Agreements," effective December 14, 1971 (36 FR 21580, November 11, 1971).

The amendment to Part 140, a copy of which is also enclosed, clarifies that a licensee's workers who are employed at an indemnified site exclusively in connection with the construction of a nuclear reactor with respect to which no operating license has been issued by the Atomic Energy Commission, and who are not employed in connection with the possession, storage, use or transfer of special nuclear material at the facility, will maintain their rights under the waivers of defenses provisions of the facility form of nuclear liability insurance and of the indemnity agreement. The amendment sets forth the provisions of a new endorsement to the facility form of nuclear liability insurance policy furnished as financial protection and provides for amendment to the AEC indemnity agreement forms.

We will appreciate your executing the amendment to your indemnity agreement in the space provided and returning one signed copy. If you have any questions about the foregoing, please let us know.

Sincerely,

(Signed) Lyall Johnson

Lyall Johnson, Director
Division of State and
Licensee Relations

Enclosures:
1. Amendment to Indemnity Agreement
2. Amendment to 10 CFR Part 140

CRESS T3061, R01 T3062, R13 11/23/71						
OFFICE ▷	SLR	SLR				
SURNAME ▷	JSaltzman:dlp	LJohnson				
DATE ▷	11/30/71	12/8/71				

11\23\17	11\ \17	11\ \17
13085' RTS	7satisfaction:qlb	lrohnson
13087' RDT		
CRESS	SLK	SLK

DISTRIBUTION:
File - Docket Files
PDR
Indemnity
Branch Reading
SLR Reading

FROM:	DATE OF DOCUMENT	DATE RECEIVED	NO.:
Niagara Mohawk Power Corp. Syracuse, N.Y. Mr. E. R. Inderbitzin	Dec. 8, 1971	Dec. 17, 1971	5428
	LTR. X	MEMO:	REPORT: / OTHER:
TO: E.R. Price, SLR	ORIG.: 1	CC:	OTHER:
	ACTION NECESSARY ☐ / NO ACTION NECESSARY ☐	CONCURRENCE ☐ / COMMENT ☐	DATE ANSWERED: / BY:
CLASSIF.: U	POST OFFICE / REG. NO:	FILE CODE: Docket No. 50-220	

DESCRIPTION: (Must Be Unclassified)
Ltr. trans. the following:

ENCLOSURES:
Endorsement No. 24 to NELIA Policy No. NF-161

REMARKS:

REFERRED TO	DATE	RECEIVED BY	DATE
Saltzman:	12-29		
w/1 extra-FOR ACTION			
Distribution		Regulatory File Cy.	
1-reg. file cy (orig) 1-AEC PDR			
1-D. Clark(D-219)			
		djf	

U. S. ATOMIC ENERGY COMMISSION **MAIL CONTROL FORM** FORM AEC-326 (8-60)

☆ U. S. Government Printing Office: 1968 — 296 — 614

NIAGARA MOHAWK POWER CORPORATION

NIAGARA MOHAWK

300 ERIE BOULEVARD WEST
SYRACUSE, N.Y. 13202

Regulatory File Cy.

December 8, 1971

Mr. Eber R. Price, Director
Division of State & Licensing Relations
Atomic Energy Commission
Washington, D. C. #20545

Re: Docket No. 50-220

Dear Mr. Price:

Attached is Endorsement No. 24 for NELIA Policy No. NF-161, which renews coverage for the period from 1/1/72 to 1/1/73.

Very truly yours,

E. R. Inderbitzin,
Supervisor
System Insurance

ERI/cnw

Enclosure

5428

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

1) ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT
2) CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT

Calendar Year 1972

1a. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: $ 209,195.15

b. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: $ 156,617.71

2. It is agreed that with respect to bodily injury or property damage caused, during the effective period of this endorsement, by the nuclear energy hazard:

a. The word "companies" wherever used in the policy means the subscribing companies listed on the reverse side of this endorsement.

b. The policy shall be binding on such companies only.

c. Each such company shall be liable only for its proportion of any obligation assumed or expense incurred under the policy because of such bodily injury or property damage as designated on the reverse side of this endorsement.

3. It is agreed that the effective period of this endorsement is to the close of December 31st of the Calendar Year designated in the caption above, or to the time of the termination or cancelation of the policy, if sooner.

(over)

This is to certify that this Endorsement No. 24 is a true copy of the original Endorsement No. 24 made a part of Nuclear Energy Liability Policy (Facility Form) No. NF-161. No insurance is afforded hereunder.

Effective Date of this Endorsement January 1, 1972 12:01 A.M. Standard Time To form a part of Policy No. NF-161

Issued to Niagara Mohawk Power Corporation

Date of Issue November 1, 1971

For the Subscribing Companies

CHARLES R. BARDES, UNDERWRITING MANAGER
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

By Joseph Marone
General Manager

Countersigned by EDWARD S. MELLEY
BY Joseph Marone

Endorsement No. 24

NE-35(1/1/72)

5428

FROM:	DATE OF DOCUMENT:	DATE RECEIVED	NO:
Niagara Mohawk Power Corporation Syracuse, N.Y. Mr. E. R. Indorbitzin	Dec. 14, 1971	Dec. 17, 1971	5459

LTR.	MEMO:	REPORT:	OTHER:
X			

TO:	ORIG.:	CC:	OTHER:
L. Johnson, SLR	1		

ACTION NECESSARY ☐	CONCURRENCE ☐	DATE ANSWERED:
NO ACTION NECESSARY ☐	COMMENT ☐	BY:

CLASSIF:	POST OFFICE	REG. NO:
U		

FILE CODE: Docket No. 50-220

DESCRIPTION: (Must Be Unclassified)

Ltr. trans. the following:

ENCLOSURES:

Endorsement No. 16 to MAELU Policy No. MF-46

REFERRED TO	DATE	RECEIVED BY	DATE
Saltzman:	12-29		
w/1 extra-FOR ACTION			
Distribution	Regulatory	File Cy.	
1-reg. file cy(orig) 1-AEC PDR			
1-D. Clark(D-219)		djf	

REMARKS:

U.S. ATOMIC ENERGY COMMISSION

MAIL CONTROL FORM FORM AEC-326S (8-60)

☆ U.S. GOVERNMENT PRINTING OFFICE: 1970-406-979

NIAGARA MOHAWK POWER CORPORATION

NIAGARA MOHAWK

300 ERIE BOULEVARD WEST
SYRACUSE, N.Y. 13202

Regulatory File Cy

December 14, 1971

Mr. Lyall Johnson, Director
Division of State & Licensing Relations
Atomic Energy Commission
Washington D. C. #20545

Re: Docket No. 50-220

Dear Mr. Johnson:

Attached is Endorsement No. 16 to MAELU Policy No. MF-46 which shows the standard and reserve premium for 1972.

Very truly yours,

E. R. Inderbitzin,
Supervisor
System Insurance

ERI/cnw

Enclosure

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM ENDORSEMENT
AND
STANDARD PREMIUM AND RESERVE PREMIUM ENDORSEMENT
CALENDAR YEAR 1972

1. Advance Premium

It is agreed that the Advance Premium due the companies for the calendar year 1972 is $ 60,716.65

2. Standard Premium and Reserve Premium

In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the Provisions of the Industry Credit Rating Plan, the Standard Premium and Reserve Premium for calendar year 1972 are:

Standard Premium $ 60,716.65

Reserve Premium $ 45,469.66

Effective Date of this Endorsement January 1, 1972 To form a part of Policy No. MF-46

Issued to Niagara Mohawk Power Corporation

Date of Issue November 19, 1971

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF ENDORSEMENT NO. 16 MADE PART OF NUCLEAR ENERGY POLICY (FACILITY FORM) NO. MF 46 NO INSURANCE IS AFFORDED UNDER THIS TRUE COPY.

D. E. Kuizenga

DAVID E. KUIZENGA, SECRETARY
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By

Endorsement No. 16

Countersigned by

AUTHORIZED REPRESENTATIVE

Docket No. 50-220

AMENDMENT TO INDEMNITY AGREEMENT NO. B-36

AMENDMENT NO. 5

Effective December 14, 1971, Indemnity Agreement No. B-36 between Niagara Mohawk Power Corporation and the Atomic Energy Commission, dated August 16, 1967, as amended, is hereby further amended as follows:

Article II is amended by adding the following proviso at the end of subparagraph 5(c):

"Provided, however, that with respect to an extraordinary nuclear occurrence occurring at the facility, a claimant who is employed at the facility in connection with the construction of a nuclear reactor with respect to which no operating license has been issued by the Atomic Energy Commission shall not be considered as employed in connection with the activity where the extraordinary nuclear occurrence takes place if:

(1) the claimant is employed exclusively in connection with the construction of a nuclear reactor, including all related equipment and installations at the facility, and

(2) no operating license has been issued by the AEC with respect to the nuclear reactor, and

(3) the claimant is not employed in connection with the possession, storage, use or transfer of nuclear material at the facility."

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Lyall Johnson, Director
Division of State and Licensee Relations

Accepted _____, 1971

By _____

OFFICE ▷						
SURNAME ▷						
DATE ▷	11/30/71					

DISTRIBUTION:
Licensee - 2 origs.
PDR
File - Docket Files
OC
CO
OGC
Indemnity
CJHolloway
SLR Reading
Branch Reading
Desk

50-220

File Docket #50-220

APR 26 1971

Robert L. Leith, Chief, Central Accounts Branch
Office of the Controller

INDEMNITY FEE - NIAGARA MOHAWK POWER CORPORATION -
INDEMNITY AGREEMENT B-36

Effective April 14, 1971, the Division of Reactor Licensing has issued to Niagara Mohawk Power Corporation, Amendment No. 2 to License No. DPR-17 increasing the maximum power level authorized in the facility license for the Nine Mile Point reactor from 1538 megawatts thermal to 1850 megawatts thermal. Effective on the same date, you should increase the indemnity fee for this reactor from $46,140 per year to $55,500 per year.

Jerome Saltzman

Jerome Saltzman, Chief
Indemnity and Export
Control Branch
Division of State and
Licensee Relations

cc: OGC
J. R. Mason, SLR

DISTRIBUTION:
SLR R/F
I&ECB R/F
File

CRESS GLT44 R2 4/23						
OFFICE ▶	SLR:I&ECB					
SURNAME ▶	JSaltzman/gl					
DATE ▶	4/23/71					

Form AEC-318 (Rev. 9-53) AECM 0240 ☆ U.S. GOVERNMENT PRINTING OFFICE: 1970—407-757

Memo

DISTRIBUTION:
SLR R/F
IEECB R/F
File

CRESS
GLT44 R2 4/23

SLR:IEECB
JSalzman/RL
4/23/71

FROM:	DATE OF DOCUMENT:	DATE RECEIVED	NO.:
Niagara Mohawk Power Corp. Syracuse, N. Y. (Minot Pratt)	8-27-69	9-2-69	2784

LTR. MEMO: REPORT: OTHER: Indem. Agreement

TO: Dr. Morris

ORIG.: 1 CC: OTHER:

ACTION NECESSARY ☐ NO ACTION NECESSARY ☐ CONCURRENCE ☐ COMMENT ☐ DATE ANSWERED: BY:

CLASSIF: U POST OFFICE REG. NO:

FILE CODE: DOCKET: 50-220

DESCRIPTION: (Must Be Unclassified)
Amendment No. 4 to IA No. B-36, as accepted 8-27-69 by M. Pratt, Vice President.....

ENCLOSURES:

REMARKS:

REFERRED TO	DATE	RECEIVED BY	DATE
Saltzman:	9-3		
w/1 cy.	-- FOR INFO/ACTION		
Distribution:			
1-reg. file cy.			
1-AEC PDR			
1-OGC (Conner)			
1-Leith (OC)			
		ACKNOWLEDGED	
		[illegible]	
		2104	

U.S. ATOMIC ENERGY COMMISION

MAIL CONTROL FORM FORM AEC-326S (8-60)

☆ U.S. GOVERNMENT PRINTING OFFICE: 321-471

UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

Docket No. 50-220

File Cy.

Regulatory

AMENDMENT TO INDEMNITY AGREEMENT NO. B-36

AMENDMENT NO. 4

Effective AUG 2 2 1969, Indemnity Agreement No. B-36, dated August 16, 1967, as amended, between Niagara Mohawk Power Corporation and the Atomic Energy Commission, is hereby further amended as follows:

Item 2a of the Attachment to the indemnity agreement is deleted in its entirety, and the following substituted therefor:

Item 2 - Amount of financial protection

a. $ 1,000,000 (From 12:01 a.m., August 16, 1967, to 12:00 midnight AUG 2 1 1969, inclusive)
$82,000,000 (From 12:01 a.m., AUG 2 2 1969)

Item 3 of the Attachment to the indemnity agreement is deleted in its entirety, and the following substituted therefor:

Item 3 - License number or numbers

SNM-1028 (From 12:01 a.m., August 16, 1967, to 12:00 midnight, AUG 2 1 1969, inclusive)
DPR-17 (From 12:01 a.m., AUG 2 2 1969)

Item 4 of the Attachment to the indemnity agreement is deleted in its entirety, and the following substituted therefor:

Item 4 - Location

The fenced storage area and the high-voltage switchyard depicted in Attachment #1 hereto and made a part hereof, and the Fresh Fuel Storage Vault and the Spent Fuel Storage Pool in the Reactor Building depicted in Figure 2 of the applicant's "Application for Special Nuclear Materials License," all in Niagara Mohawk Power

2784

Corporation's Nine Mile Point Nuclear Station in the town of Scriba, New York.

(From 12:01 a.m., August 16, 1967, to 12:00 midnight, August 21, 1969, inclusive)

All buildings and land as bounded in the attached Drawing C-18539-C, dated December 4, 1964, by the distinctive line, x—x—x—x, and in addition thereto (1) the pond designated "Oxidation Pond" and (2) the building designated "Information Center" on the aforementioned drawing. This drawing is attached hereto and made a part hereof. The location is at the Niagara Mohawk Power Corporation's Nine Mile Point Nuclear Station in the town of Scriba, New York.

(From 12:01 a.m., August 22, 1969)

Item 5 of the Attachment to the indemnity agreement is amended by adding the following:

Nuclear Energy Liability Policy (Facility Form) No. MF-46, issued by Mutual Atomic Energy Liability Underwriters.

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Eber R. Price, Director
Division of State and Licensee Relations

Accepted Aug 27, 1969

By Minot H. Pratt V.P.
NIAGARA MOHAWK POWER CORPORATION

50-220

Docket No. 50-220

AMENDMENT TO INDEMNITY AGREEMENT NO. B-36

AMENDMENT NO. 4

Effective AUG 2 2 1969, Indemnity Agreement No. B-36, dated August 16, 1967, as amended, between Niagara Mohawk Power Corporation and the Atomic Energy Commission, is hereby further amended as follows:

Item 2a of the Attachment to the indemnity agreement is deleted in its entirety, and the following substituted therefor:

Item 2 - Amount of financial protection

a. $ 1,000,000 (From 12:01 a.m., August 16, 1967, to 12:00 midnight AUG 2 1 1969, inclusive)
$82,000,000 (From 12:01 a.m., AUG 2 2 1969)

Item 3 of the Attachment to the indemnity agreement is deleted in its entirety, and the following substituted therefor:

Item 3 - License number or numbers

SNM-1028 (From 12:01 a.m., August 16, 1967, to 12:00 midnight, AUG 2 1 1969, inclusive)
DPR-17 (From 12:01 a.m., AUG 2 2 1969)

Item 4 of the Attachment to the indemnity agreement is deleted in its entirety, and the following substituted therefor:

Item 4 - Location

The fenced storage area and the high-voltage switchyard depicted in Attachment #1 hereto and made a part hereof, and the Fresh Fuel Storage Vault and the Spent Fuel Storage Pool in the Reactor Building depicted in Figure 2 of the applicant's "Application for Special Nuclear Materials License," all in Niagara Mohawk Power

OFFICE ▷						
SURNAME ▷						
DATE ▷						

Corporation's Nine Mile Point Nuclear Station in the town of Scriba, New York.

(From 12:01 a.m., August 16, 1967, to 12:00 midnight, August 21, 1969, inclusive)

All buildings and land as bounded in the attached Drawing C-18539-C, dated December 4, 1964, by the distinctive line, ~~X—X—X—X~~, and in addition thereto (1) the pond designated "Oxidation Pond" and (2) the building designated "Information Center" on the aforementioned drawing. This drawing is attached hereto and made a part hereof. The location is at the Niagara Mohawk Power Corporation's Nine Mile Point Nuclear Station in the town of Scriba, New York.

(From 12:01 a.m., August 22, 1969)

Item 5 of the Attachment to the indemnity agreement is amended by adding the following:

Nuclear Energy Liability Policy (Facility Form) No. MF-46, issued by Mutual Atomic Energy Liability Underwriters.

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Eber R. Price, Director
Division of State and Licensee Relations

Distribution
See below

Accepted _____, 1969

By _____
NIAGARA MOHAWK POWER CORPORATION

OFFICE ▶						
SURNAME ▶						
DATE ▶						

Corporation's Nine Mile Point Nuclear Station in the town of Scriba, New York.

(From 12:01 a.m., August 16, 1967, to 12:00 midnight, AUG 21 1969, inclusive)

All buildings and land as bounded in the attached Drawing C-18539-C, dated December 4, 1964, by a dashed line and including the pond designated "Oxidation Pond" and the building designated "Information Center" on the aforementioned drawing. This drawing is attached hereto and made a part hereof. The location is at the Niagara Mohawk Power Corporation's Nine Mile Point Nuclear Station in the town of Scriba, New York.

(From 12:01 a.m., AUG 22 1969)

Item 5 of the Attachment to the indemnity agreement is amended by adding the following:

Nuclear Energy Liability Policy (Facility Form) No. MF-46, issued by Mutual Atomic Energy Liability Underwriters.

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Eber R. Price, Director
Division of State and Licensee Relations

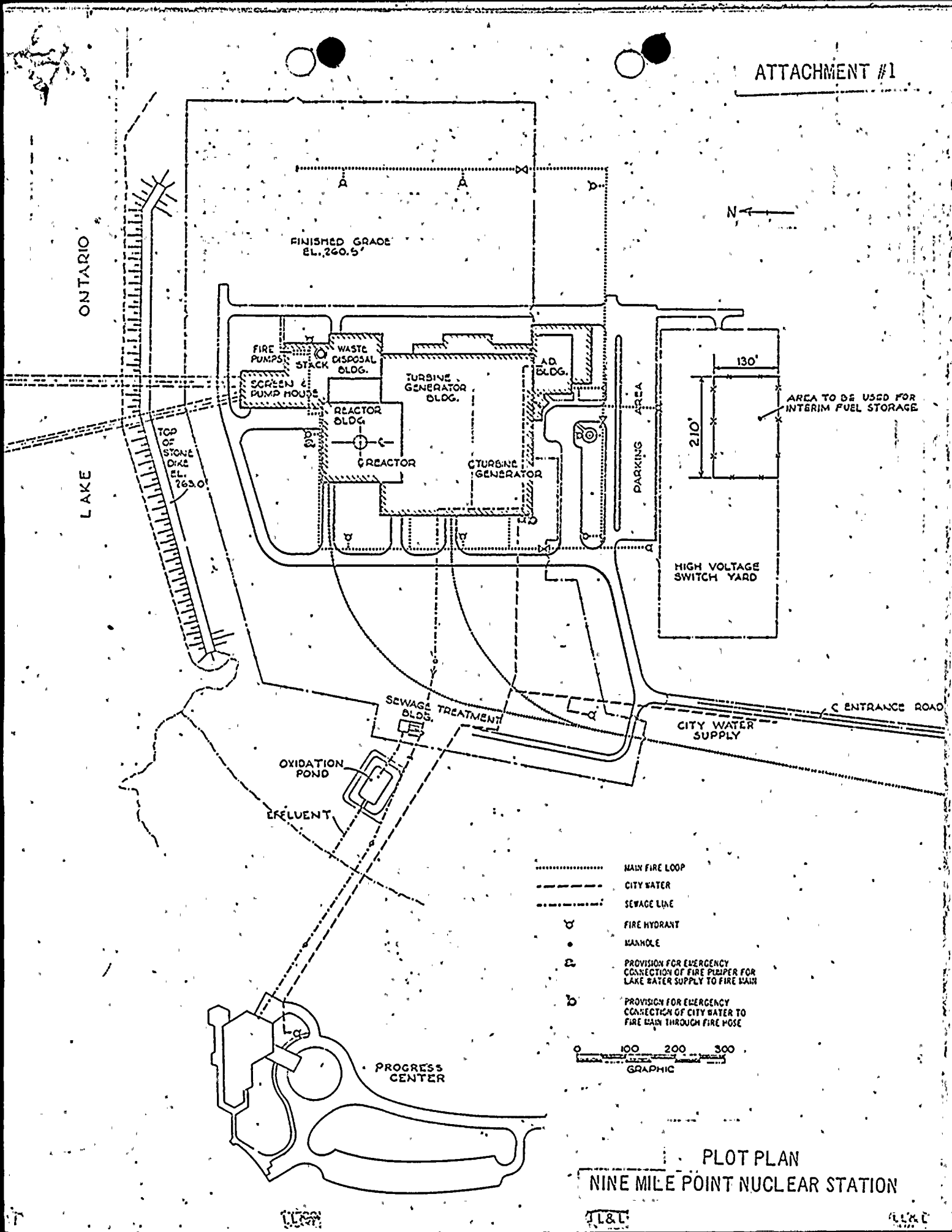
Accepted _____, 1969

By _____
NIAGARA MOHAWK POWER CORPORATION

DISTRIBUTION:
Licensee (2 orig)
File
OGC
OC
Compliance
Indemnity
Branch R/F
SLR R/F
Desk

OFFICE ▶	SLR:I&EC	OGC	SLR:DIR			
SURNAME ▶	JSaltzman:esc		ERPrice			
DATE ▶	8/7/69	8/8/69	8/ /69			

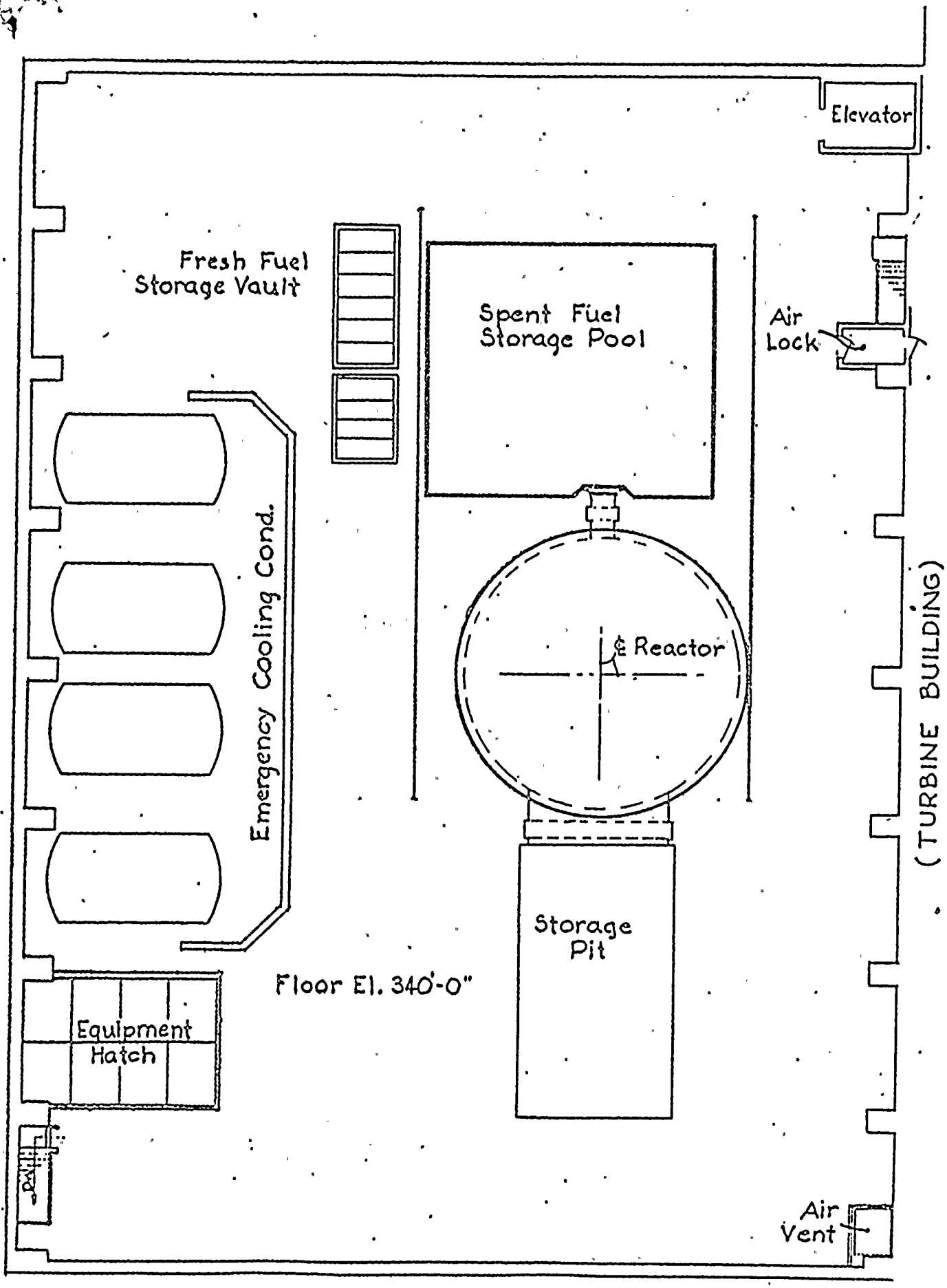
ATTACHMENT #1



PLOT PLAN
NINE MILE POINT NUCLEAR STATION

REACTOR BUILDING OPERATI[illegible] FLOOR.

FIGURE 2



UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

Docket 50-220

AUG 7 1969

Files

AMENDMENT 4 TO INDEMNITY AGREEMENT B-36 -
NIAGARA MOHAWK POWER CORPORATION - DOCKET 50-220

DRL intends to issue Facility License DPR-17 to Niagara Mohawk, authorizing operation of the Nine Mile Point Reactor. The license authorizes operation at 5 megawatts thermal until certain non-destructive testing is completed at which time the reactor is authorized to be operated at 1538 megawatts thermal, the design power level.

We have received telegrams from the two nuclear liability pools, indicating that the utility has purchased the full amount of financial protection available, $82 million.

The "location" will be all the buildings and premises indicated on Drawing C-18539-C, attached to and made a part of Amendment 4 to Indemnity Agreement B-36.

At such time as Facility License DPR-17 is issued, we will issue Amendment 4 to the indemnity agreement, increasing the required amount of financial protection, enlarging "the location," and adding the number of the MAELU policy. Also effective on the same date, the indemnity fee should be increased from $100 per annum to $46,140 per annum.

Jerome Saltzman

Jerome Saltzman, Chief
Indemnity and Export
Control Branch
Division of State and
Licensee Relations

cc: Office of General Counsel
Lucy Baumgardner, OC

Docket 50-220 AUG 7 1969

Files

AMENDMENT 4 TO INDEMNITY AGREEMENT B-36 -
NIAGARA MOHAWK POWER CORPORATION - DOCKET 50-220

DRL intends to issue Facility License DPR-17 to Niagara Mohawk, authorizing operation of the Nine Mile Point Reactor. The license authorizes operation at 5 megawatts thermal until certain non-destructive testing is completed at which time the reactor is authorized to be operated at 1538 megawatts thermal, the design power level.

We have received telegrams from the two nuclear liability pools, indicating that the utility has purchased the full amount of financial protection available, $82 million.

The "location" will be all the buildings and premises indicated on Drawing C-18539-C, attached to and made a part of Amendment 4 to Indemnity Agreement B-36.

At such time as Facility License DPR-17 is issued, we will issue Amendment 4 to the indemnity agreement, increasing the required amount of financial protection, enlarging "the location," and adding the number of the MAELU policy. Also effective on the same date, the indemnity fee should be increased from $100 per annum to $46,140 per annum.

Signed, Jerome D. Saltzman

Jerome Saltzman, Chief
Indemnity and Export
Control Branch
Division of State and
Licensee Relations

DISTRIBUTION:
Docket 50-220
CO
Indemnity
SLR R/F
Br. R/F

cc: Office of General Counsel
Lucy Baumgardner, OC

OFFICE ▶	SLR:I&EC					
SURNAME ▶	JSaltzman:esc					
DATE ▶	8/7/69					

FROM:
Niagara Mohawk Power Corporation
Syracuse, New York
(R. D. Constable)

TO:
Mr. Eber R. Price

CLASSIF.: U

POST OFFICE

REG. NO:

DESCRIPTION: (Must Be Unclassified)
Letter transmitting:

ENCLOSURES:
AMENDMENT NO. 3 TO INDEMNITY
AGREEMENT NO. B-36

(1 signed cy rec'd)

REMARKS:
DISTRIBUTION: 1-reg file
1-AEC PDR 1-OGC (Engelhardt)
1-Leith

DATE OF DOCUMENT:	DATE RECEIVED	NO.:
Feb 11, 1969	Feb 13, 1969	463

LTR.	MEMO:	REPORT:	OTHER:
X			

ORIG.:	CC:	OTHER:
1		

ACTION NECESSARY	CONCURRENCE	DATE ANSWERED:
NO ACTION NECESSARY	COMMENT	BY:

FILE CODE: 50-220

REFERRED TO	DATE	RECEIVED BY	DATE
Saltzman	2-13		
w/1 cy for ACTION			

ACKNOWLEDGED

DO NOT REMOVE

463

U.S. ATOMIC ENERGY COMMISSION

MAIL CONTROL FORM FORM AEC-326S (8-60)

☆ U.S. GOVERNMENT PRINTING OFFICE: 1968-296-615

DOCKET NO. 50-220

Regulatory File Cy.

NIAGARA MOHAWK POWER CORPORATION

NIAGARA MOHAWK

300 ERIE BOULEVARD WEST
SYRACUSE, N.Y. 13202

R. D. CONSTABLE
VICE PRESIDENT

February 11, 1969

Mr. Eber R. Price, Director
Division of State and Licensee Relations
Atomic Energy Commission
Washington, D. C. 20545

Dear Sir:

In accordance with your letter of February 1, 1969, we have executed the revised indemnity agreement entitled "Amendment No. 3 to Indemnity Agreement No. B-36" and return herewith one executed copy.

Very truly yours,

R. D. Constable.

RDC/gh

DOCKETED USAEC FEB 13 1969 REGULATORY MAIL SECTION DOCKET CLERK

RECEIVED FEB 13 1969 U.S. ATOMIC ENERGY COMMISSION Regulatory Mail Section

463

UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

AMENDMENT TO INDEMNITY AGREEMENT NO. B-36

AMENDMENT NO. 3

Effective February 1, 1969, Indemnity Agreement No. B-36, between Niagara Mohawk Power Corporation and the Atomic Energy Commission, dated August 16, 1967, as amended, is hereby further amended as follows:

The amount "$74,000,000" is deleted wherever it appears and the amount "$82,000,000" is substituted therefor.

The amount "$57,350,000" is deleted wherever it appears and the amount "$63,550,000" is substituted therefor.

The amount "$16,650,000" is deleted wherever it appears and the amount "$18,450,000" is substituted therefor.

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Eber R. Price, Director
Division of State and Licensee Relations

Accepted February 11, 1969

By R. A. Constable - Vice President
NIAGARA MOHAWK POWER CORPORATION

DOCKETED USAEC FEB 13 1969 REGULATORY MAIL SECTION DOCKET CLERK

RECEIVED FEB 13 1969 U.S. ATOMIC ENERGY COMMISSION Regulatory Mail Section

FROM:	DATE OF DOCUMENT:	DATE RECEIVED	NO.:
Niagara Mohawk Power Corporation 300 Erie Boulevard West Syracuse, New York 13[redacted]	1-28-69	1-30-69	270

LTR.	MEMO:	REPORT:	OTHER:
x		[redacted]	

TO:	ORIG.:	CC:	OTHER:
Mr. Eber R. Price	1		

ACTION NECESSARY	CONCURRENCE	DATE ANSWERED:
NO ACTION NECESSARY	COMMENT	BY:

CLASSIF.:	POST OFFICE	FILE CODE:
U	REG. NO:	50-220 70-1072

DESCRIPTION: (Must Be Unclassified)

Ltr trans the following:

ENCLOSURES:

AMENDMENT NO. 2 TO INDEMNITY AGREEMENT NO. B-36, as accepted
(1 signed cy rec'd)

REFERRED TO	DATE	RECEIVED BY	DATE
Saltzman	2/3		
w/1cy for INFO and ACTION			
		210	

DO NOT REMOVE

REMARKS:

DISTRIBUTION: 1-Suppl Cy
1-AEC PDR 1-OGC(Engelhardt)
1-Leith

U.S. ATOMIC ENERGY COMMISSION

MAIL CONTROL FORM FORM AEC-326S (8-60)

☆U.S. GOVERNMENT PRINTING OFFICE: 1968-296-615

NIAGARA MOHAWK POWER CORPORATION

NIAGARA MOHAWK

R. D. CONSTABLE
VICE PRESIDENT

300 ERIE BOULEVARD WEST
SYRACUSE, N.Y. 13202

DOCKET NO. 50-220 — 70-1072

Regulatory Suppl File Cy.

January 28, 1969

RECEIVED JAN 30 1969 U.S. ATOMIC ENERGY COMMISSION Regulatory Mail Section

Mr. Eber R. Price, Director
Division of State and Licensee Relations
Atomic Energy Commission
Washington, D. C. 20545

Dear Sir:

In accordance with your letter of January 6, 1969, we have executed the revised indemnity agreement entitled "Amendment No. 2 to Indemnity Agreement No. B-36" and return herewith one executed copy.

Very truly yours,

R. D. Constable.

RDC/gh

DOCKETED USAEC JAN 30 1969 REGULATORY MAIL SECTION DOCKET CLERK

ACKNOWLEDGED

270

50-220

UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

AMENDMENT NO. 2 TO INDEMNITY AGREEMENT NO. B-36

Effective NOV 30 1968, Indemnity Agreement No. B-36, dated August 16, 1967, as amended, is hereby further amended in its entirety, and the following substituted therefor:

This Indemnity Agreement B-36 is entered into by and between the Niagara Mohawk Power Corporation (hereinafter referred to as the "licensee") and the United States Atomic Energy Commission (hereinafter referred to as the "Commission") pursuant to subsection 170c of the Atomic Energy Act of 1954, as amended (hereinafter referred to as "the Act").

ARTICLE I

As used in this agreement:

1. "Nuclear reactor," "byproduct material," "person," "source material," and "special nuclear material" shall have the meanings given them in the Atomic Energy Act of 1954, as amended, and the regulations issued by the Commission.

2. Except where otherwise specifically provided, "amount of financial protection" means the amount specified in Item 2a and b, of the Attachment annexed hereto, as modified by paragraph 8, Article II, with respect to common occurrences.

3. (a) "Nuclear incident" means any occurrence, including an extraordinary nuclear occurrence, or series of occurrences at the location or in the course of transportation causing bodily injury, sickness, disease, or death, or loss of or damage to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of the radioactive material.

(b) Any occurrence, including an extraordinary nuclear occurrence, or series of occurrences causing bodily injury, sickness, disease or death, or loss of or damage to property, or loss of use of property,

arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of

i. The radioactive material discharged or dispersed from the location over a period of days, weeks, months or longer, and also arising out of such properties of other material defined as "the radioactive material" in any other agreement or agreements entered into by the Commission under subsection 170c or k of the Act and so discharged or dispersed from "the location" as defined in any such other agreement, or

ii. The radioactive material in the course of transportation and also arising out of such properties of other material defined in any other agreement entered into by the Commission pursuant to subsection 170c or k of the Act as "the radioactive material" and which is in the course of transportation

shall be deemed to be a common occurrence. A common occurrence shall be deemed to constitute a single nuclear incident.

4. "Extraordinary nuclear occurrence" means an event which the Commission has determined to be an extraordinary nuclear occurrence as defined in the Atomic Energy Act of 1954, as amended.

5. "In the course of transportation" means in the course of transportation within the United States, including handling or temporary storage incidental thereto, of the radioactive material to the location or from the location provided that:

(a) With respect to transportation of the radioactive material to the location, such transportation is not by predetermination to be interrupted by the removal of the material from the transporting conveyance for any purpose other than the continuation of such transportation to the location or temporary storage incidental thereto;

(b) The transportation of the radioactive material from the location shall be deemed to end when the radioactive material is removed from the transporting conveyance for any purpose other than the continuance of transportation or temporary storage incidental thereto;

(c) "In the course of transportation" as used in this agreement shall not include transportation of the radioactive material to the

location if the material is also "in the course of transportation" from any other "location" as defined in any other agreement entered into by the Commission pursuant to subsection 170c or k of the Act.

6. "Person indemnified" means the licensee and any other person who may be liable for public liability.

7. "Public liability" means any legal liability arising out of or resulting from a nuclear incident, except (1) claims under State or Federal Workmen's Compensation Acts of employees of persons indemnified who are employed (a) at the location or, if the nuclear incident occurs in the course of transportation of the radioactive material, on the transporting vehicle, and (b) in connection with the licensee's possession, use or transfer of the radioactive material; (2) claims arising out of an act of war; and (3) claims for loss of, or damage to, or loss of use of (a) property which is located at the location and used in connection with the licensee's possession, use, or transfer of the radioactive material, and (b) if the nuclear incident occurs in the course of transportation of the radioactive material, the transporting vehicle, containers used in such transportation, and the radioactive material.

8. "The location" means the location described in Item 4 of the Attachment hereto.

9. "The radioactive material" means source, special nuclear, and byproduct material which (1) is used or to be used in, or is irradiated or to be irradiated by, the nuclear reactor or reactors subject to the license or licenses designated in the Attachment hereto, or (2) which is produced as the result of operation of said reactor(s).

10. "United States" when used in a geographical sense includes all Territories and possessions of the United States, the Canal Zone and Puerto Rico.

ARTICLE II

1. At all times during the term of the license or licenses designated in Item 3 of the Attachment hereto, the licensee will maintain financial protection in the amount specified in Item 2 of the Attachment and in the form of the nuclear energy liability insurance policy

designated in the Attachment. If more than one license is designated in Item 3 of the Attachment, the licensee agrees to maintain such financial protection until the end of the term of that license which will be the last to expire. The licensee shall, notwithstanding the expiration, termination, modification, amendment, suspension or revocation of any license or licenses designated in Item 3 of the Attachment, maintain such financial protection in effect until all the radioactive material has been removed from the location and transportation of the radioactive material from the location has ended as defined in subparagraph 5(b), Article I, or until the Commission authorizes the termination or the modification of such financial protection. The Commission will not unreasonably withhold such authorization.

2. In the event of any payment by the insurer or insurers under a policy or policies specified in Item 5 of the Attachment hereto which reduces the aggregate limit of such policy or policies below the amount of financial protection, the licensee will promptly apply to his insurers for reinstatement of the amount specified in Item 2a of the Attachment (without reference to paragraph b of Item 2) and will make all reasonable efforts to obtain such reinstatement. In the event that the licensee has not obtained reinstatement of such amount within ninety days after the date of such reduction, and in the absence of good cause shown to the contrary, the Commission may issue an order requiring the licensee to furnish financial protection for such amount in another form.

3. Any obligations of the licensee under subsection 53e(8) of the Act to indemnify the United States and the Commission from public liability, together with any public liability satisfied by the insurers under the policy or policies designated in the Attachment hereto, shall not in the aggregate exceed the amount of financial protection with respect to any nuclear incident, including the reasonable costs of investigating and settling claims and defending suits for damage.

4. With respect to any extraordinary nuclear occurrence to which this agreement applies, the Commission, and the licensee on behalf of itself and other persons indemnified, insofar as their interests appear, each agree to waive

(a) any issue or defense as to the conduct of the claimant or fault of persons indemnified, including, but not limited to

(1) negligence;

(2) contributory negligence;

(3) assumption of the risk;

(4) unforeseeable intervening causes, whether involving the conduct of a third person or an act of God.

As used herein, "conduct of the claimant" includes conduct of persons through whom the claimant derives his cause of action;

(b) any issue or defense as to charitable or governmental immunity;

(c) any issue or defense based on any statute of limitations if suit is instituted within three years from the date on which the claimant first knew, or reasonably could have known, of his injury or damage and the cause thereof, but in no event more than ten years after the date of the nuclear incident.

The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waivers shall be judicially enforceable in accordance with their terms by the claimant against the person indemnified.

5. The waivers set forth in paragraph 4 of this Article:

(a) shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;

(b) shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;

(c) shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;

(d) shall not apply to any claim for punitive or exemplary damages, provided, with respect to any claim for wrongful death under any State law which provides for damages only punitive in nature, this exclusion does not apply to the extent that the claimant has sustained actual damages, measured by the pecuniary injuries resulting from such death but not to exceed the maximum amount otherwise recoverable under such law;

(e) shall be effective only with respect to those obligations set forth in this agreement;

(f) shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (1) the limit of liability provisions under subsection 170e of the Atomic Energy Act of 1954, as amended, and (2) the terms of this agreement and the terms of the nuclear energy liability insurance policy or policies designated in the attachment hereto.

6. The obligations of the licensee under this agreement shall apply only with respect to nuclear incidents occurring during the term of this agreement.

7. Upon the expiration or revocation of any license designated in Item 3 of the Attachment, the Commission will enter into an appropriate amendment of this agreement with the licensee reducing the amount of financial protection required under this Article; provided, that the licensee is then entitled to a reduction in the amount of financial protection under applicable Commission regulations and orders.

8. With respect to any common occurrence:

(a) If the sum of the limit of liability of any Nuclear Energy Liability Insurance Association policy designated in Item 5 of the Attachment and the limits of liability of all other nuclear energy liability insurance policies (facility form) applicable to such common occurrence and issued by Nuclear Energy Liability Insurance Association exceeds $57,350,000, the amount of financial protection specified in Item 2a and b of the Attachment shall be deemed to be reduced by that proportion of the difference between said sum and $57,350,000 as the limit of liability of the Nuclear Energy Liability Insurance Association policy designated in Item 5 of the Attachment

bears to the sum of the limits of liability of all nuclear energy liability insurance policies (facility form) applicable to such common occurrence and issued by Nuclear Energy Liability Insurance Association;

(b) If the sum of the limit of liability of any Mutual Atomic Energy Liability Underwriters policy designated in Item 5 of the Attachment and the limits of liability of all other nuclear energy liability insurance policies (facility form) applicable to such common occurrence and issued by Mutual Atomic Energy Liability Underwriters exceeds $16,650,000, the amount of financial protection specified in Item 2a and b of the Attachment shall be deemed to be reduced by that proportion of the difference between said sum and $16,650,000 as the limit of liability of the Mutual Atomic Energy Liability Underwriters policy designated in Item 5 of the Attachment bears to the sum of the limits of liability of all nuclear energy liability insurance policies (facility form) applicable to such common occurrence and issued by Mutual Atomic Energy Liability Underwriters;

(c) If any of the other applicable agreements is with a person who has furnished financial protection in a form other than a nuclear energy liability insurance policy (facility form) issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters, and if also the sum of the amount of financial protection established under this agreement and the amounts of financial protection established under all other applicable agreements exceeds $74,000,000, the obligations of the licensee shall not exceed a greater proportion of $74,000,000 than the amount of financial protection established under this agreement bears to the sum of such amount and the amounts of financial protection established under all other applicable agreements.

(d) As used in this paragraph 8, Article II, and in Article III, "other applicable agreements" means each other agreement entered into by the Commission pursuant to subsection 170c of the Act in which agreement the nuclear incident is defined as a "common occurrence." As used in this paragraph 8, Article II, "the obligations of the licensee" means the obligations of the licensee under subsection 53e(8) of the Act to indemnify the United States and the Commission from public liability, together with any public liability satisfied

by the insurers under the policy or policies designated in the Attachment, and the reasonable costs of investigating and settling claims and defending suits for damage.

9. The obligations of the licensee under this Article shall not be affected by any failure or default on the part of the Commission or the Government of the United States to fulfill any or all of its obligations under this agreement. Bankruptcy or insolvency of any person indemnified other than the licensee, or the estate of any person indemnified other than the licensee, shall not relieve the licensee of any of his obligations hereunder.

ARTICLE III

1. The Commission undertakes and agrees to indemnify and hold harmless the licensee and other persons indemnified, as their interest may appear, from public liability.

2. With respect to damage caused by a nuclear incident to property of any person legally liable for the nuclear incident, the Commission agrees to pay to such person those sums which such person would have been obligated to pay if such property had belonged to another; provided, that the obligation of the Commission under this paragraph 2 does not apply with respect to:

(a) Property which is located at the location described in Item 4 of the Attachment or at the location described in Item 3 of the declarations attached to any nuclear energy liability insurance policy designated in Item 5 of the Attachment;

(b) Property damage due to the neglect of the person indemnified to use all reasonable means to save and preserve the property after knowledge of a nuclear incident;

(c) If the nuclear incident occurs in the course of transportation of the radioactive material, the transporting vehicle and containers used in such transportation;

(d) The radioactive material.

3. The Commission agrees to indemnify and hold harmless the licensee, and other persons indemnified as their interest may appear, from the reasonable costs of investigating, settling and defending claims for public liability.

4.(a) The obligations of the Commission under this agreement shall apply only with respect to such public liability, such damage to property of persons legally liable for the nuclear incident (other than such property described in the proviso to paragraph 2 of this Article), and such reasonable costs described in paragraph 3 of this Article as in the aggregate exceed the amount of financial protection.

(b) With respect to a common occurrence, the obligations of the Commission under this agreement shall apply only with respect to such public liability, such damage to property of persons legally liable for the nuclear incident (other than such property described in the proviso to paragraph 2 of this Article), and to such reasonable costs described in paragraph 3 of this Article, as in the aggregate exceed whichever of the following is lower: (1) The sum of the amounts of financial protection established under this agreement and all other applicable agreements; or (2) $74,000,000.

5. The obligations of the Commission under this agreement shall apply only with respect to nuclear incidents occurring during the term of this agreement.

6. The obligations of the Commission under this and all other agreements and contracts to which the Commission is a party shall not, with respect to any nuclear incident, in the aggregate exceed whichever of the following is the lowest: (a) $500,000,000; (b) $560,000,000 less the amount of financial protection required under this agreement; or (c) with respect to a common occurrence, $560,000,000 less the sum of the amounts of financial protection established under this agreement and all other applicable agreements.

7. The obligations of the Commission under this agreement, except to the licensee for damage to property of the licensee, shall not be affected by any failure on the part of the licensee to fulfill its obligations under this agreement. Bankruptcy or insolvency of the licensee or any other person indemnified or of the estate of the licensee or any other person indemnified shall not relieve the Commission of any of its obligations hereunder.

B

ARTICLE IV

1. When the Commission determines that the United States will probably be required to make indemnity payments under the provisions of this agreement, the Commission shall have the right to collaborate with the licensee and other persons indemnified in the settlement and defense of any claim and shall have the right (a) to require the prior approval of the Commission for the settlement or payment of any claim or action asserted against the licensee or other person indemnified for public liability or damage to property of persons legally liable for the nuclear incident which claim or action the licensee or the Commission may be required to indemnify under this agreement; and (b) to appear through the Attorney General of the United States on behalf of the licensee or other person indemnified, take charge of such action and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by the Commission, the licensee shall furnish all reasonable assistance in effecting a settlement or asserting a defense.

2. Neither this agreement nor any interest therein nor claim thereunder may be assigned or transferred without the approval of the Commission.

ARTICLE V

The parties agree that they will enter into appropriate amendments of this agreement to the extent that such amendments are required pursuant to the Atomic Energy Act of 1954, as amended, or licenses, regulations or orders of the Commission.

ARTICLE VI

The licensee agrees to pay to the Commission such fees as are established by the Commission pursuant to regulations or orders of the Commission.

ARTICLE VII

The term of this agreement shall commence as of the date and time specified in Item 6 of the Attachment and shall terminate at the time of expiration of that license specified in Item 3 of the Attachment, which is the last to expire; provided that, except as may otherwise be provided in applicable regulations or orders of the Commission, the term of this agreement shall not terminate until all the radioactive material has been removed from the location and transportation of the radioactive material from the location has ended as defined in subparagraph 5(b), Article I. Termination of the term of this agreement shall not affect any obligation of the licensee or any obligation of the Commission under this agreement with respect to any nuclear incident occurring during the term of this agreement.

UNITED STATES ATOMIC ENERGY COMMISSION

ATTACHMENT

Indemnity Agreement No. B-36

Item 1 - Licensee Niagara Mohawk Power Corporation

Address 300 Erie Boulevard West
Syracuse, New York 13202

Item 2 - Amount of financial protection

a. $1,000,000

b. With respect to any nuclear incident, the amount specified in Item 2a of this Attachment shall be deemed to be (i) reduced to the extent that any payment made by the insurer or insurers under a policy or policies specified in Item 5 of this Attachment reduces the aggregate amount of such insurance policies below the amount specified in Item 2a and (ii) restored to the extent that, following such reduction, the aggregate amount of such insurance policies is reinstated.

Item 3 - License number or numbers

SNM-1028

Item 4 - Location

The fenced storage area in the high-voltage switchyard depicted in Attachment #1 hereto and made a part hereof, and the Fresh-Fuel Storage Vault and the Spent-Fuel Storage Pool in the Reactor Building depicted in Figure 2 of the applicant's "Application for a Special Nuclear Materials License," all in Niagara Mohawk Power Corporation's Nine Mile Point Nuclear Station in the town of Scriba, New York.

Item 5 - Insurance Policy No.(s)

Nuclear Energy Liability Policy (Facility Form) No. NF-161, issued by the Nuclear Energy Liability Insurance Association.

Item 6 - The indemnity agreement designated above, of which this Attachment is a part, is effective as of 12:01 a.m., on the 16th day of August 1967.

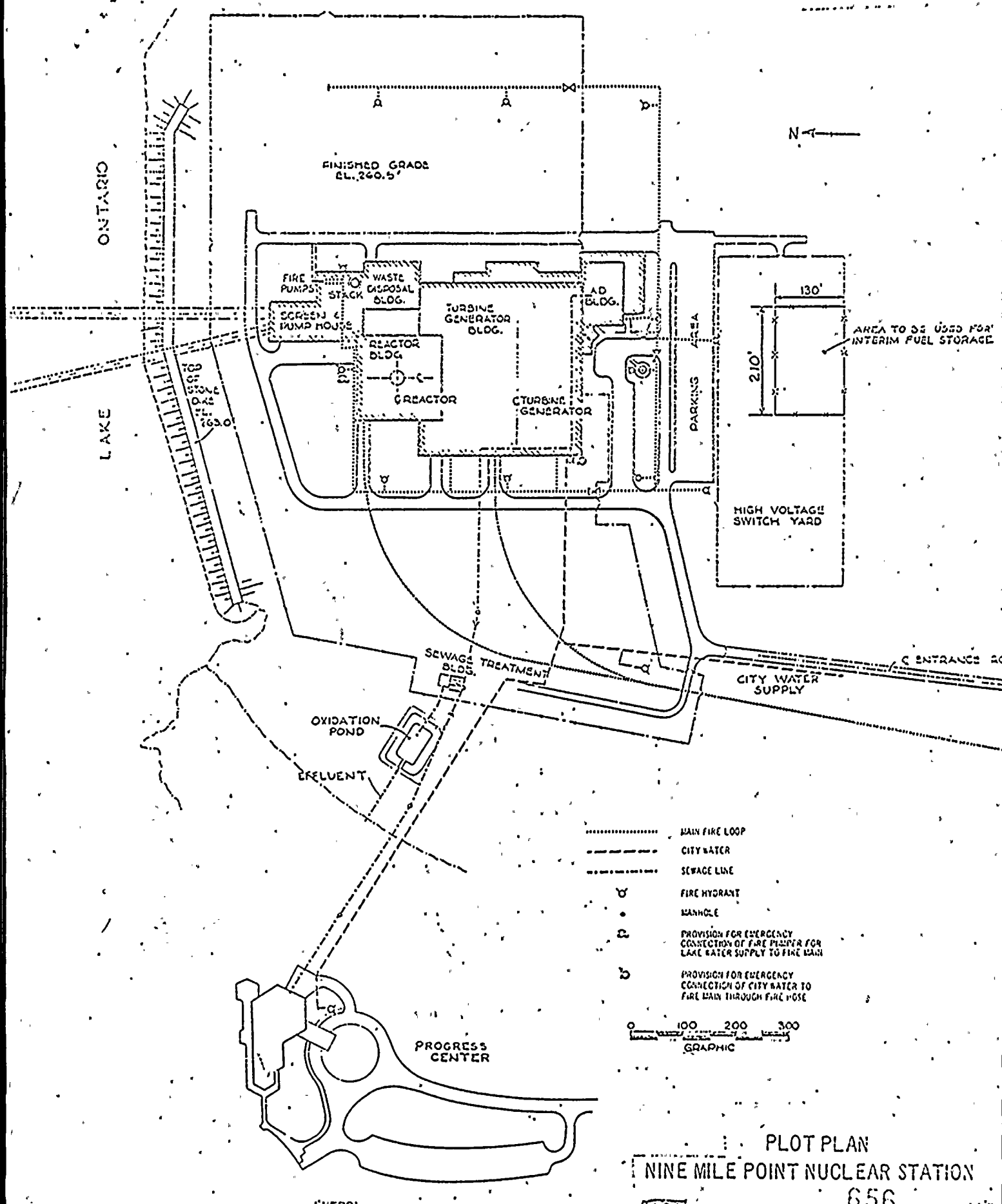
FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Eber R. Price, Director
Division of State and Licensee Relations

Accepted January 24, 1968

By Robert A. Constable Vice President
NIAGARA MOHAWK POWER CORPORATION

ATTACHMENT #1



PLOT PLAN

NINE MILE POINT NUCLEAR STATION

656

FROM: [illegible] by [illegible]	DATE OF DOCUMENT: 2-23-68	DATE RECEIVED: 2-[illegible]	NO.: 656
	LTR.:	MEMO:	REPORT: OTHER:
TO: John A. Lodge	ORIG.: X	CC:	OTHER:
	ORIG.: 1	CC:	OTHER: 7 cys. reproduced
Layfield	ACTION NECESSARY ☐ NO ACTION NECESSARY ☐	CONCURRENCE ☐ COMMENT ☐	DATE ANSWERED: BY:
CLASSIF.: U	POST OFFICE REG. NO:	FILE CODE: 70-1072 and 50-220	

DESCRIPTION: (Must Be Unclassified)

Ltr. trans:

ENCLOSURES:

(1 cy.)
Amendment No. 1 to IA No. E-36
as accepted by Minot H. Pratt

REFERRED TO	DATE	RECEIVED BY	DATE
Saltzman w/1 cy.	2/28		

DO NOT REMOVE

REMARKS:

Distribution: 1-formal
2-suppl.
1-OGC
1-Leith 2-ASC PDR

ACKNOWLEDGED

DJQ

U. S. ATOMIC ENERGY COMMISSION MAIL CONTROL FORM FORM AEC-326S (8-60)

☆U. S. GOVERNMENT PRINTING OFFICE: 1967-259-653

DOCKET NO. 50-220
70-1072

LAW OFFICES OF
LEBOEUF, LAMB, LEIBY & MACRAE
1821 JEFFERSON PLACE, N.W.
WASHINGTON, D.C. 20036

ARVIN E. UPTON
EUGENE B. THOMAS, JR.
LEONARD M. TROSTEN
WASHINGTON PARTNERS

ONE CHASE MANHATTAN PLAZA
NEW YORK, N.Y. 10005

Regulatory Suppl File Cy. ____

February 23, 1968

WASHINGTON TELEPHONE:
202 FEDERAL 8-0111

Mr. Robert L. Layfield
Source & Special Nuclear Materials Branch
Division of Materials Licensing
United States Atomic Energy Commission
Washington, D. C. 20545

Dear Mr. Layfield:

I have had executed on behalf of Niagara Mohawk Power Corporation and return to you herewith one copy of Amendment No. 1 to Indemnity Agreement No. B-36 which was enclosed with your letter to me of February 14, 1968.

Sincerely yours,

John A. Lodge

John A. Lodge

Enclosure

DOCKETED
USAEC
FEB 26 1968
REGULATORY
MAIL SECTION
DOCKET CLERK

RECEIVED
1968 FEB 26 AM 11 35
U.S. ATOMIC ENERGY COMM.
REGULATORY
MAIL & RECORDS SECTION

ACKNOWLEDGED

656

DOCKET NO. 50-220
70-1072

UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

Regulatory Suppl File Cy.

AMENDMENT TO INDEMNITY AGREEMENT NO. B-36

AMENDMENT NO. 1

Effective 12:01 a.m., February 14, 1968, Indemnity Agreement No. B-36 between the Niagara Mohawk Power Corporation and the Atomic Energy Commission, dated August 16, 1967, is amended as follows:

Item 4 of the Attachment to the indemnity agreement is deleted in its entirety and the following is substituted in its place:

Item 4 - Location

The fenced storage area in the high-voltage switchyard depicted in Attachment #1 hereto and made a part hereof, and the Fresh-Fuel Storage Vault and the Spent-Fuel Storage Pool in the Reactor Building depicted in Figure 2 of the applicant's "Application for a Special Nuclear Materials License", all in Niagara Mohawk Power Corporation's Nine Mile Point Nuclear Station in the town of Scriba, New York.

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Eber R. Price, Director
Division of State and Licensee Relations

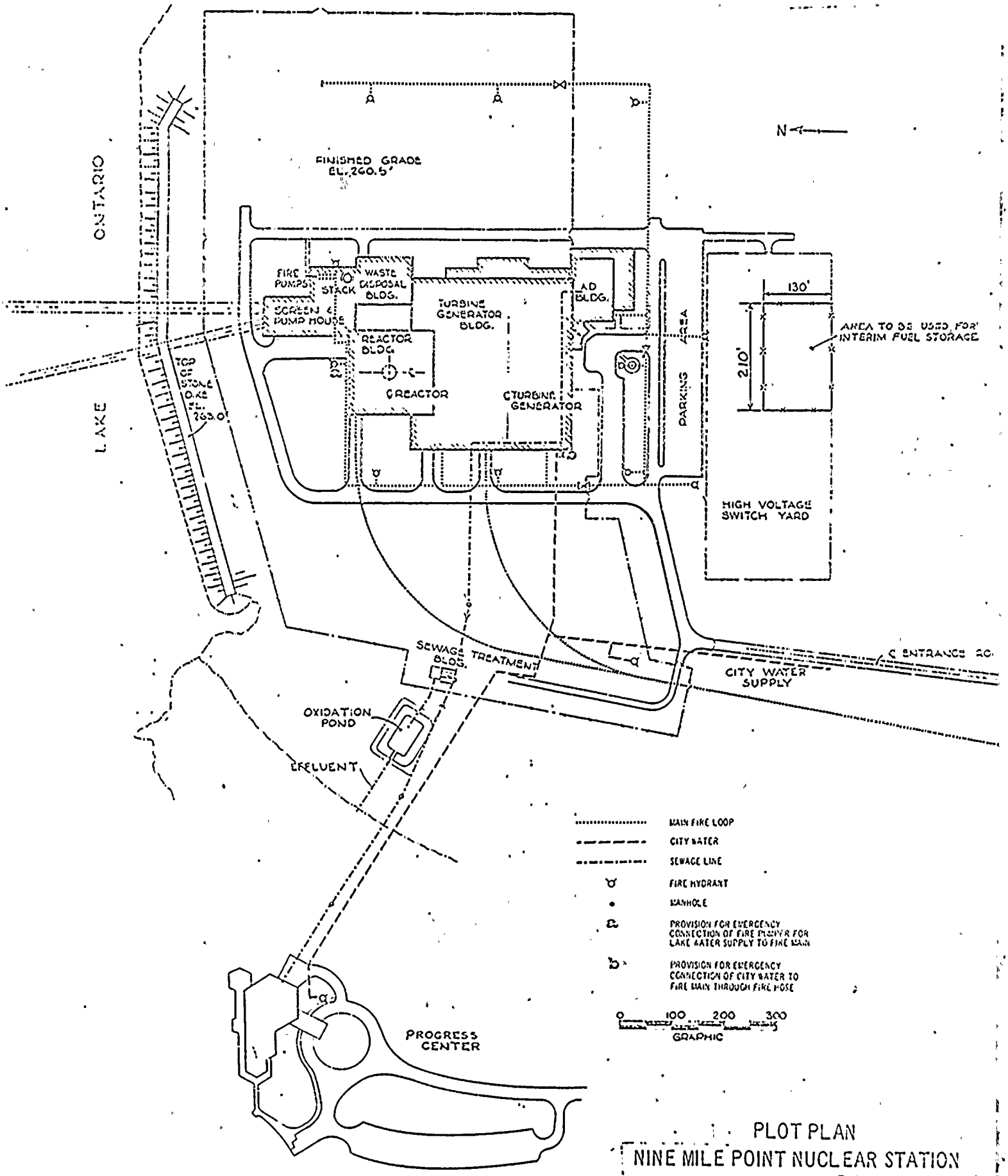
DOCKETED
USAEC
FEB 26 1968
REGULATORY
MAIL SECTION
DOCKET CLERK

Accepted Feb 21, 1968

By
NIAGARA MOHAWK POWER CORPORATION

656

ATTACHMENT #1



PLOT PLAN

NINE MILE POINT NUCLEAR STATION

656

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA GEN. REG. NO. 27
5010-107

UNITED STATES GOVERNMENT

Memorandum

TO : Files

DATE: FEB 14 1968

FROM : Jerome Saltzman, Chief
Indemnity and Export Control Branch
Division of State and Licensee Relations

SUBJECT: AMENDMENT TO INDEMNITY AGREEMENT NO. B-36
NIAGARA MOHAWK POWER CORPORATION - DOCKETS NO. 70-1072, 50-220

On February 13, 1968, the attorneys for Niagara Mohawk applied on behalf of the licensee for an amendment to its storage-only license No. SNM-1028 to permit interim storage of the reactor fuel in a fenced-in area, 210' by 130', of the high-voltage switchyard at the Nine Mile Point Nuclear Station, as shown in Attachment #1 to the February 13 letter.

The applicant stated that the fuel, to be shipped by GE, would arrive at the reactor site before the construction would be completed at the authorized storage areas under SNM-1028, the fresh-fuel vault and the spent-fuel pool in the Reactor Building. The same two storage areas within the Reactor Building comprise "the location" of Indemnity Agreement No. B-36, dated August 16, 1967.

On February 14, 1968, we were informed by DML that GE had gone ahead and shipped the fuel which was expected to arrive at Niagara Mohawk on February 15. DML intended to amend SNM-1028, effective February 14, 1968, to permit the fuel to be stored in the fenced area of the high-voltage switchyard. Consequently we must amend the agreement accordingly, effective on the same date as the amendment to SNM-1028. Reference will be made to the fenced area in the high-voltage switchyard depicted in Attachment #1 which will be made a part of the indemnity agreement.

On February 14, 1968, I telephoned NELIA and learned that they had discussed the additional storage area with the licensee and informed the licensee that the fenced switchyard would be added to the insurance policy. Bollman of NELIA informed me that a telegram indicating the extension of the underlying financial protection to the new storage area, effective 12:01 a.m., February 14, 1968, would be sent to me immediately.

There is no change in the indemnity fee.

cc: Eber Price, SLR
J. Murray, OGC
L. Baumgardner, OC
L. Johnson, DML

FEB 1 4 1968

Files

Jerome Saltzman, Chief
Indemnity and Export Control Branch
Division of State and Licensee Relations

Signed, Jerome D. Saltzman

AMENDMENT TO INDEMNITY AGREEMENT NO. B-36
NIAGARA MOHAWK POWER CORPORATION - DOCKETS NO. 70-1072, 50-220

On February 13, 1968, the attorneys for Niagara Mohawk applied on behalf of the licensee for an amendment to its storage-only licence No. SNM-1028 to permit interim storage of the reactor fuel in a fenced-in area, 210' by 130', of the high-voltage switchyard at the Nine Mile Point Nuclear Station, as shown in Attachment #1 to the February 13 letter.

The applicant stated that the fuel, to be shipped by GE, would arrive at the reactor site before the construction would be completed at the authorized storage areas under SNM-1028, the fresh-fuel vault and the spent-fuel pool in the Reactor Building. The same two storage areas within the Reactor Building comprise "the location" of Indemnity Agreement No. B-36, dated August 16, 1967.

On February 14, 1968, we were informed by NML that GE had gone ahead and shipped the fuel which was expected to arrive at Niagara Mohawk on February 15. NML intended to amend SNM-1028, effective February 14, 1968, to permit the fuel to be stored in the fenced area of the high-voltage switchyard. Consequently we must amend the agreement accordingly, effective on the same date as the amendment to SNM-1028. Reference will be made to the fenced area in the high-voltage switchyard depicted in Attachment #1 which will be made a part of the indemnity agreement.

On February 14, 1968, I telephoned NEILIA and learned that they had discussed the additional storage area with the licensee and informed the licensee that the fenced switchyard would be added to the insurance policy. Bollman of NEILIA informed me that a telegram indicating the extension of the underlying financial protection to the new storage area, effective 12:01 a.m., February 14, 1968, would be sent to us immediately.

There is no change in the indemnity fee.

cc: Ebar Price, SLR
J. Murray, OGC
L. Baumgardner, OC
L. Johnson, NML

DISTRIBUTION:
File 50-220; 70-1072
SLR Reading File
Branch Reading File

OFFICE ▶	SLR:I&EC					
SURNAME ▶	JSaltzman:sec					
DATE ▶	2/14/68					

Form AEC-318 (Rev. 9-53)

U.S. GOVERNMENT PRINTING OFFICE : 1966—O-214-629

AMENDMENT TO INDEMNITY AGREEMENT NO. B-36

AMENDMENT NO. 1

Effective 12:01 a.m., February 14, 1968, Indemnity Agreement No. B-36 between the Niagara Mohawk Power Corporation and the Atomic Energy Commission, dated August 16, 1967, is amended as follows:

Item 4 of the Attachment to the indemnity agreement is deleted in its entirety and the following is substituted in its place:

Item 4 - Location

The fenced storage area in the high-voltage switchyard depicted in Attachment #1 hereto and made a part hereof, and the Fresh-Fuel Storage Vault and the Spent-Fuel Storage Pool in the Reactor Building depicted in Figure 2 of the applicant's "Application for a Special Nuclear Materials License", all in Niagara Mohawk Power Corporation's Nine Mile Point Nuclear Station in the town of Scriba, New York.

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Eber R. Price, Director
Division of State and Licensee Relations

Accepted _____, 1968

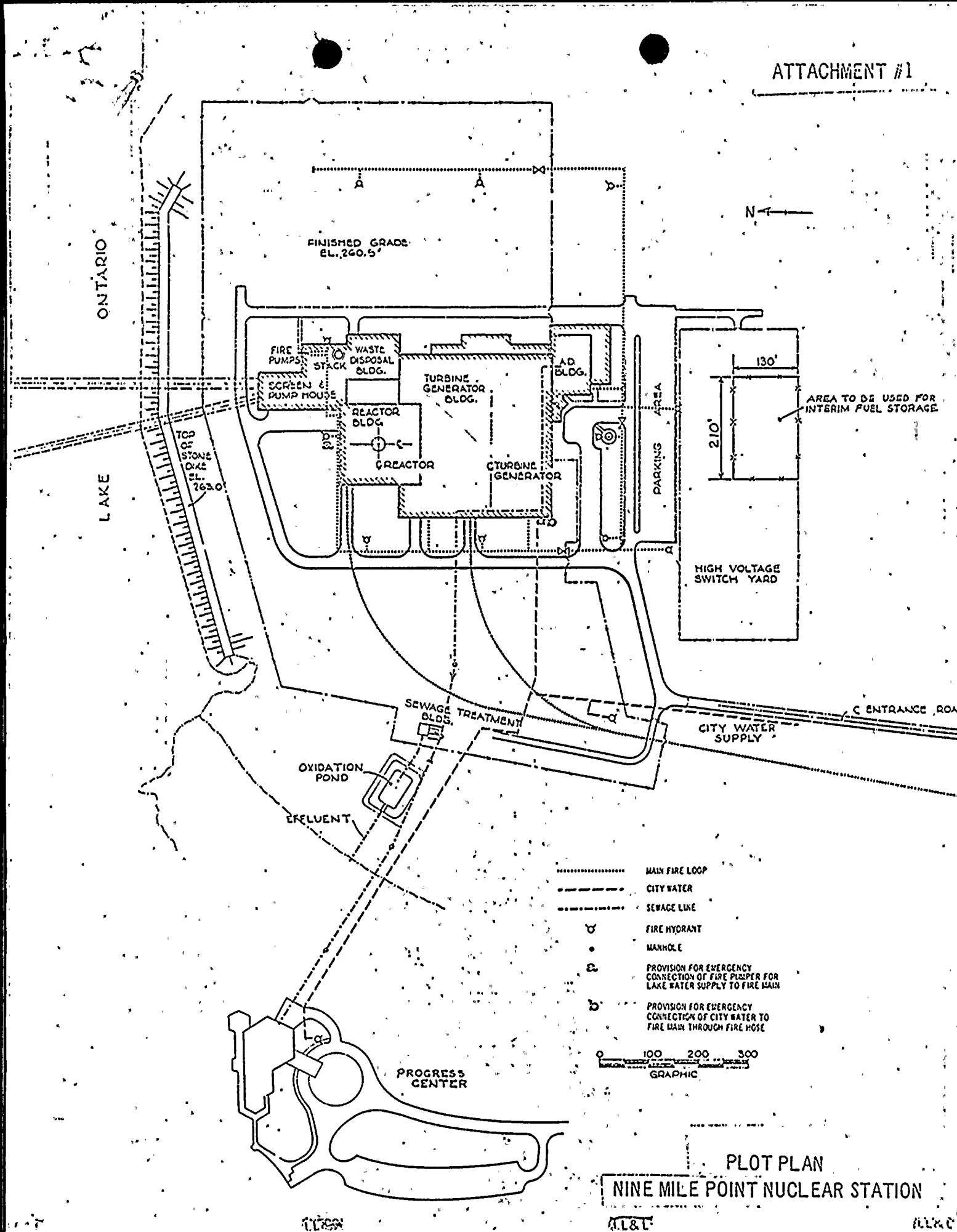
By _____
NIAGARA MOHAWK POWER CORPORATION

DISTRIBUTION:
Licensee - 2 orig.
Formal
Pub. Document Rm.
File 50-220; 70-1072
OGC
LBaumgardner, OC
Compliance
Indemnity File
SLR R/F
Branch R/F

OFFICE ▶	DSLR	OGC	DSLR			
SURNAME ▶	JSaltzman		ERPrice			
DATE ▶	2/14/68	2/14/68	2/14/68			

Form AEC-318 (Rev. 9-53) U. S. GOVERNMENT PRINTING OFFICE 16—62761-3

ATTACHMENT #1



PLOT PLAN

NINE MILE POINT NUCLEAR STATION

1828

FROM: Prof, Lamb & Leiby
Arlington, D. C.
(John R. Lodge)

DATE OF DOCUMENT: 8-25-67

DATE RECEIVED: 8-28-67

NO.: 2654

LTR: X MEMO: REPORT: OTHER:

TO: R. Layfield

ORIG.: 1 CC: OTHER:

ACTION NECESSARY ☐
NO ACTION NECESSARY ☐

CONCURRENCE ☐
COMMENT ☐

DATE ANSWERED:
BY:

CLASSIF.: U

POST OFFICE

REG. NO:

FILE CODE: DOCKETS: ~~[illegible]~~ 50-220 70-1072

DESCRIPTION: (Must Be Unclassified)

Ltr. trans. the following per our letter of 8-16-67:

REFERRED TO	DATE	RECEIVED BY	DATE
Page:	8-30		
w/1 extras			

ENCLOSURES:

One (1) signed copy of Indemnity Agreement No. B-36, as accepted by Mr. H. H. Pratt, Vice Pres. & Executive Engineer of Niagara Mohawk Power Corp.

REMARKS: Distribution: 1-formal file
2-suppl. file
1-OGC (Englehardt)
1-Leith (OC)
2-AEC PDR

DO NOT REMOVE 2

ACKNOWLEDGED

U. S. ATOMIC ENERGY COMMISSION MAIL CONTROL FORM FORM AEC-326S. (8-60)

☆ U. S. GOVERNMENT PRINTING OFFICE: 1966—235-519

OSS 22

DOCKET NO. 50-220
70-1072

LAW OFFICES OF
LEBOEUF, LAMB & LEIBY
1821 JEFFERSON PLACE, N.W.
WASHINGTON, D.C. 20036

ARVIN E. UPTON
EUGENE B. THOMAS, JR.
WASHINGTON PARTNERS

ONE CHASE MANHATTAN PLAZA
NEW YORK, N.Y. 10005

WASHINGTON TELEPHONE:
202 FEDERAL 8-0111

Regulatory Suppl File Cy.

August 25, 1967

Mr. Robert L. Layfield
Source & Special Nuclear Materials Branch
Division of Materials Licensing
United States Atomic Energy Commission
Washington, D.C. 20545

Dear Mr. Layfield:

I have had executed on behalf of Niagara Mohawk Power Corporation and return to you herewith 1 copy of Indemnity Agreement No. B-36 which was enclosed with your letter to me of August 16, 1967.

Sincerely yours,

John A. Lodge

John A. Lodge

Enc.

RECEIVED
AUG 28 1967
U.S. ATOMIC ENERGY COMMISSION
Regulatory Mail Section

DOCKETED
USAEC
AUG 28 1967
REGULATORY MAIL SECTION DOCKET CLERK

2358
ACKNOWLEDGED

Item 5 - Insurance Policy No. (s) - Nuclear Energy Liability Policy (Facility Form) No. NF-161, issued by the Nuclear Energy Liability Insurance Association.

Item 6 - The indemnity agreement designated above, of which this Attachment is a part, is effective as of 12:01 a.m., on the 16th day of August, 1967.

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

James R. Mason
for Eber R. Price, Director
Division of State and Licensee Relations

For the Niagara Mohawk Power Corp.
(Name of Licensee)

By W. H. Pratt
Vice Pres. & Exec. Engineer

Dated at Bethesda, Maryland,
the 16th day of August, 1967.

UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON 25, D.C.

Indemnity Agreement No. B-36

This indemnity agreement B-36 is entered into by and between the Niagara Mohawk Power Corporation

(hereinafter referred to as the "licensee") and the United States Atomic Energy Commission (hereinafter referred to as the "Commission") pursuant to subsection 170c of the Atomic Energy Act of 1954, as amended (hereinafter referred to as "the Act").

ARTICLE I

As used in this agreement,

1. "Nuclear reactor," "byproduct material," "person," "source material," and "special nuclear material" shall have the meanings given them in the Atomic Energy Act of 1954, as amended, and the regulations issued by the Commission.

2. Except where otherwise specifically provided, "Amount of financial protection" means the amount specified in Item 2 a and b, of the Attachment annexed hereto, as modified by paragraph 6, Article II, with respect to common occurrences.

3.(a) "Nuclear incident" means any occurrence or series of occurrences at the location or in the course of transportation causing bodily injury, sickness, disease, or death, or loss of or damage to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of the radioactive material.

(b) Any occurrence or series of occurrences causing bodily injury, sickness, disease or death, or loss of or damage to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of

i. The radioactive material discharged or dispersed from the location over a period of days, weeks, months or longer and also arising out of such properties of other material defined as "the radioactive material" in any other agreement or agreements entered into by the Commission under subsection 170 c or k of the Act and so discharged or dispersed from "the location" as defined in any such other agreement, or

Docket 50-220

UNITED STATES ATOMIC ENERGY COMMISSION

ATTACHMENT

Indemnity Agreement No. B36

Item 1 - Licensee **Niagara Mohawk Power Corporation**
Address **300 Erie Boulevard West**
Syracuse, New York 13202

Item 2 - a. Amount of financial protection **$1,000,000**

b. With respect to any nuclear incident, the amount specified in Item 2a of this Attachment shall be deemed to be (i) reduced to the extent that any payment made by the insurer or insurers under a policy or policies specified in Item 5 of this Attachment reduces the aggregate amount of such insurance policies below the amount specified in Item 2a and (ii) restored to the extent that, following such reduction, the aggregate amount of such insurance policies is reinstated.

Item 3 - License number or numbers

SNM-1028

Item 4 - Location

The Fresh-Fuel Storage Vault and the Spent-Fuel Storage Pool in the Reactor Building of Niagara Mohawk Power Corporation's Nine Mile Point Nuclear Station in the town of Scriba, New York, depicted in Figure 2 of the applicant's "Application for a Special Nuclear Materials License."

Item 5 - Insurance Policy No. (s) - Nuclear Energy Liability Policy (Facility Form) No. NF-161, issued by the Nuclear Energy Liability Insurance Association.

Item 6 - The indemnity agreement designated above, of which this Attachment is a part, is effective as of 12:01 a.m., on the day of , 1967.

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Original Signed By
James R. Mason

Eber R. Price, Director
Division of State and Licensee Relations

For the _____
(Name of Licensee)

By _____

Dated at Bethesda, Maryland,
the 16th day of August, 1967.

DISTRIBUTION:
File Docket 70-1072
50-220
OGC
Compliance
Public Document Rm.
Formal
L. Baumgardner, OC
Indemnity File
SLR Reading File
Br. Reading File

SLR
JSaltzman:esc
7/28/67
RGPage

OGC
8/1/67

Mason
SLR
for ERPrice

UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON 25, D.C.

Indemnity Agreement No. B-36

This indemnity agreement B-36 is entered into by and between the Niagara Mohawk Power Corporation

(hereinafter referred to as the "licensee") and the United States Atomic Energy Commission (hereinafter referred to as the "Commission") pursuant to subsection 170c of the Atomic Energy Act of 1954, as amended (hereinafter referred to as "the Act").

ARTICLE I

As used in this agreement,

1. "Nuclear reactor," "byproduct material," "person," "source material," and "special nuclear material" shall have the meanings given them in the Atomic Energy Act of 1954, as amended, and the regulations issued by the Commission.

2. Except where otherwise specifically provided, "Amount of financial protection" means the amount specified in Item 2 a and b, of the Attachment annexed hereto, as modified by paragraph 6, Article II, with respect to common occurrences.

3.(a) "Nuclear incident" means any occurrence or series of occurrences at the location or in the course of transportation causing bodily injury, sickness, disease, or death, or loss of or damage to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of the radioactive material.

(b) Any occurrence or series of occurrences causing bodily injury, sickness, disease or death, or loss of or damage to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of

i. The radioactive material discharged or dispersed from the location over a period of days, weeks, months or longer and also arising out of such properties of other material defined as "the radioactive material" in any other agreement or agreements entered into by the Commission under subsection 170 c or k of the Act and so discharged or dispersed from "the location" as defined in any such other agreement, or

Formal

UNITED STATES ATOMIC ENERGY COMMISSION

ATTACHMENT

Indemnity Agreement No. B-36

Item 1 - Licensee Niagara Mohawk Power Corporation
Address 300 Erie Boulevard West
Syracuse, New York 13202

Item 2 - a. Amount of financial protection $1,000,000

b. With respect to any nuclear incident, the amount specified in Item 2a of this Attachment shall be deemed to be (i) reduced to the extent that any payment made by the insurer or insurers under a policy or policies specified in Item 5 of this Attachment reduces the aggregate amount of such insurance policies below the amount specified in Item 2a and (ii) restored to the extent that, following such reduction, the aggregate amount of such insurance policies is reinstated.

Item 3 - License number or numbers

SNM-1023

Item 4 - Location

The Fresh-Fuel Storage Vault and the Spent-Fuel Storage Pool in the Reactor Building of Niagara Mohawk Power Corporation's Nine Mile Point Nuclear Station in the town of Scriba, New York, depicted in Figure 2 of the applicant's "Application for a Special Nuclear Materials License."

Item 5 - Insurance Policy No. (s) - Nuclear Energy Liability Policy (Facility Form) No. NF-161, issued by the Nuclear Energy Liability Insurance Association.

Item 6 - The indemnity agreement designated above, of which this Attachment is a part, is effective as of 12:01 a.m., on the 16th day of August, 1967.

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Original Signed By
James R. Mason
for

Eber H. Price, Director
Division of State and Licensee Relations

For the _____
(Name of Licensee)

By _____

Dated at Bethesda, Maryland,
the 16th day of August, 1967.

Docket 50-220

JUL 3 1 1967

Files

Jerome Saltzman
Indemnity & Export Control Branch
Division of State and Licensee Relations

INDEMNITY AGREEMENT NO. B-36, NIAGARA MOHAWK POWER CORPORATION
DOCKET NOS. 70-1072 AND 50-220

Niagara Mohawk Power Corporation has been authorized by Construction Permit CPPR-16 to construct the Nine Mile Point Nuclear Station, a boiling water, 1538 megawatt (thermal) reactor on Lake Ontario in the town of Scriba, New York. DML is now prepared to issue a storage-only license, SNM-1028, for the storage of the fuel for the reactor. In accordance with §140.13, as a holder of a construction permit and a license issued pursuant to Part 70 for the storage of fuel at the site of the reactor, Niagara Mohawk is required to offer proof of financial protection for $1,000,000 and to enter into an indemnity agreement with the Commission.

Proof of financial protection for $1,000,000 is evidenced in a copy of NELIA Policy No. NF-161, effective June 14, 1967.

The location of the storage of the fuel is the Fresh-Fuel Storage Vault and the Spent-Fuel Storage Pool in the Reactor Building of the Niagara Mohawk Power Corporation's Nine Mile Point Nuclear Station in the town of Scriba, New York. The location of the storage facilities is delineated in Figure 2 of Niagara Mohawk's "Application for a Special Nuclear Materials License" (attached).

The indemnity fee is $100 per annum, effective on the date the storage-only license is issued.

Attachment:
Figure 2 - Reactor Building Operating Floor

cc: E. R. Price, SLR
R. G. Page, SLR
T. F. Engelhardt, OGC
L. Baumgardner, OC

DISTRIBUTION:
SLR Reading File
Branch Reading File
File (Docket Nos. 70-1072 and 50-220)

OFFICE ▶	SLR					
SURNAME ▶	JSaltzman:esc					
DATE ▶	7/28/67					

Form AEC-318 (Rev. 9-53)

U.S. GOVERNMENT PRINTING OFFICE : 1966—O-214-629

DISTRIBUTION:
SRM Reading File
Branch Reading File
File (Docket Nos. 70-1072 and 50-250)
SRM

DBaldwin:cac

11/23/91

REACTOR BUILDING OPERATING FLOOR.

FIGURE 2