

RS-19-044
August 28, 2019

10 CFR 50.90

U.S. Nuclear Regulatory Commission
ATTN: Document Control Desk
Washington, DC 20555-0001

Braidwood Station, Units 1 and 2
Renewed Facility Operating License Nos. NPF-72 and NPF-77
NRC Docket Nos. STN 50-456 and STN 50-457

Byron Station, Units 1 and 2
Renewed Facility Operating License Nos. NPF-37 and NPF-66
NRC Docket Nos. STN 50-454 and STN 50-455

Clinton Power Station, Unit 1
Facility Operating License No. NPF-62
NRC Docket No. 50-461

Dresden Nuclear Power Station, Units 1, 2 and 3
Facility Operating License No. DPR-2
Renewed Facility Operating License Nos. DPR-19 and DPR-25
NRC Docket Nos. 50-0010, 50-237 and 50-249

James A. FitzPatrick Nuclear Power Plant
Renewed Facility Operating License No. DPR-59
NRC Docket No. 50-333

R.E. Ginna Nuclear Power Plant
Renewed Facility Operating License No. DPR-18
NRC Docket No. 50-244

LaSalle County Station, Units 1 and 2
Renewed Facility Operating License Nos. NPF-11 and NPF-18
NRC Docket Nos. 50-373 and 50-374

Limerick Generating Station, Units 1 and 2
Renewed Facility Operating License Nos. NPF-39 and NPF-85
NRC Docket Nos. 50-352 and 50-353

Nine Mile Point Nuclear Station, Units 1 and 2
Renewed Facility Operating License Nos. DPR-63 and NPF-69
NRC Docket Nos. 50-220 and 50-410

Peach Bottom Atomic Power Station, Units 1, 2 and 3
Facility Operating License No. DPR-12
Renewed Facility Operating License Nos. DPR-44 and DPR-56
NRC Docket Nos. 50-171, 50-277 and 50-278

Quad Cities Nuclear Power Station, Units 1 and 2
Renewed Facility Operating License Nos. DPR-29 and DPR-30
NRC Docket Nos. 50-254 and 50-265

Subject: License Amendment Request – Deletion of Facility Operating License Conditions
Related to Decommissioning Trust Provisions

Reference: Volume 67, Federal Register, Page 78332 (67 FR 78332), dated
December 24, 2002

In accordance with 10 CFR 50.90, "Application for amendment of license, construction permit, or early site permit," Exelon Generation Company, LLC (EGC), requests an amendment to Renewed Facility Operating License (FOL) Nos. NPF-72 and NPF-77 for Braidwood Station, Units 1 and 2, Renewed FOL Nos. NPF-37 and NPF-66 for Byron Station, Units 1 and 2, FOL No. NPF-62 for Clinton Power Station, Unit 1, FOL No. DPR-2 and Renewed FOL Nos. DPR-19 and DPR-25 for Dresden Nuclear Power Station, Units 1, 2 and 3, Renewed Facility Operating License No. DPR-59 for James A. FitzPatrick Nuclear Power Plant, Renewed Facility Operating License No. DPR-18 for R.E. Ginna Nuclear Power Plant, Renewed FOL Nos. NPF-11 and NPF-18 for LaSalle County Station, Units 1 and 2, Renewed FOL Nos. NPF-39 and NPF-85 for Limerick Generating Station, Units 1 and 2, Renewed FOL Nos. DPR-63 and NPF-69 for Nine Mile Point Nuclear Station, Units 1 and 2, FOL No. DPR-12 and Renewed FOL Nos. DPR-44 and DPR-56 for Peach Bottom Atomic Power Station, Units 1, 2 and 3, and Renewed FOL Nos. DPR-29 and DPR-30 for Quad Cities Nuclear Power Station, Units 1 and 2.

The amendment request proposes to delete from the FOLs certain license conditions which impose specific requirements on the decommissioning trust agreements. Upon approval of this amendment, the provisions of 10 CFR 50.75(h) that specify the regulatory requirements for decommissioning trust funds will apply. The option to delete license conditions relating to the terms and conditions of decommissioning trust agreements and, instead, conform to the 10 CFR 50.75(h) regulations adopted in 2002 (Reference) is specifically contemplated by the provisions of 10 CFR 50.75(h)(5), and the generic finding of no significant hazards consideration in 10 CFR 50.75(h)(4). In addition, the proposed change deletes certain historical license conditions related to the decommissioning trust agreement that are no longer applicable.

Attachment 1 provides the evaluation for the proposed changes. Attachment 2 provides the existing FOLs pages marked up depicting the proposed changes.

The proposed changes have been reviewed and approved by the Plant Operations Review Committee at each station in accordance with the requirements of the EGC Quality Assurance Program.

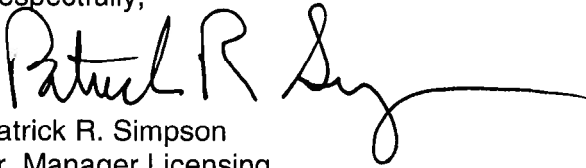
EGC requests approval of the proposed changes by August 28, 2020. Once approved, the amendment shall be implemented within 180 days.

In accordance with 10 CFR 50.91, "Notice for public comment; State consultation," paragraph (b), EGC is notifying the State of Illinois, State of New York, and the State of Pennsylvania of this application for license amendment by transmitting a copy of this letter and its attachments to the designated State Officials.

There are no regulatory commitments contained in this letter. Should you have any questions concerning this letter, please contact Mrs. Linda M. Palutis at (630) 657-2821.

I declare under penalty of perjury that the foregoing is true and correct. Executed on the 28th day of August 2019.

Respectfully,

A handwritten signature in black ink, appearing to read "Patrick R. Simpson", followed by a long horizontal flourish.

Patrick R. Simpson
Sr. Manager Licensing

Attachments:

1. Evaluation of Proposed Changes
2. Proposed Facility Operating Licenses (Marked-Up Pages)

cc: NRC Regional Administrator, Region I
NRC Regional Administrator, Region III
NRC Senior Resident Inspector – Braidwood Station
NRC Senior Resident Inspector – Byron Station
NRC Senior Resident Inspector – Clinton Power Station
NRC Senior Resident Inspector – Dresden Nuclear Power Station
NRC Senior Resident Inspector – James A. FitzPatrick Nuclear Power Plant
NRC Senior Resident Inspector – R.E. Ginna Nuclear Power Plant
NRC Senior Resident Inspector – LaSalle County Station
NRC Senior Resident Inspector – Limerick Generating Station
NRC Senior Resident Inspector – Nine Mile Point Nuclear Station
NRC Senior Resident Inspector – Peach Bottom Atomic Power Station
NRC Senior Resident Inspector – Quad Cities Nuclear Power Station
Illinois Emergency Management Agency – Division of Nuclear Safety
A.L. Peterson, NYSERDA
Director, Bureau of Radiation Protection – Pennsylvania Department of Environmental Protection
Rich Janati, Pennsylvania Bureau of Radiation Protection
D. A. Tancabel, State of Maryland

ATTACHMENT 1

Evaluation of Proposed Changes

1.0 SUMMARY DESCRIPTION

This license amendment request proposes to delete from the Facility Operating Licenses (FOL) certain license conditions which impose specific requirements on the decommissioning trust agreements. Exelon Generation Company, LLC (EGC) has elected to subject its decommissioning trust agreements to the regulatory requirements for decommissioning trust funds that are specified in 10 CFR 50.75(h). The option to delete license conditions relating to the terms and conditions of decommissioning trust agreements and, instead, conform to the regulations adopted in 2002 (Reference 1) and as amended in 2003 (Reference 2) is consistent with the NRC's stated intent in the Final Rule for Decommissioning Trust Provisions published in the Federal Register and is specifically contemplated by the provisions of 10 CFR 50.75(h)(5), and the generic finding of no significant hazards consideration in 10 CFR 50.75(h)(4).

2.0 DETAILED DESCRIPTION

In accordance with 10 CFR 50.90, "Application for amendment of license, construction permit, or early site permit," Exelon Generation Company, LLC (EGC), requests an amendment to Renewed Facility Operating License (FOL) Nos. NPF-72 and NPF-77 for Braidwood Station, Units 1 and 2, Renewed FOL Nos. NPF-37 and NPF-66 for Byron Station, Units 1 and 2, FOL No. NPF-62 for Clinton Power Station, Unit 1, FOL No. DPR-2 and Renewed FOL Nos. DPR-19 and DPR-25 for Dresden Nuclear Power Station, Units 1, 2 and 3, Renewed Facility Operating License No. DPR-59 for James A. FitzPatrick Nuclear Power Plant, Renewed Facility Operating License No. DPR-18 for R.E. Ginna Nuclear Power Plant, Renewed FOL Nos. NPF-11 and NPF-18 for LaSalle County Station, Units 1 and 2, Renewed FOL Nos. NPF-39 and NPF-85 for Limerick Generating Station, Units 1 and 2, Renewed FOL Nos. DPR-63 and NPF-69 for Nine Mile Point Nuclear Station, Units 1 and 2, FOL No. DPR-12 and Renewed FOL Nos. DPR-44 and DPR-56 for Peach Bottom Atomic Power Station, Units 1, 2 and 3, and Renewed FOL Nos. DPR-29 and DPR-30 for Quad Cities Nuclear Power Station, Units 1 and 2.

Upon approval of this amendment, the provisions of 10 CFR 50.75(h) that specify the regulatory requirements for decommissioning trust funds will apply. In addition, the proposed change deletes certain historical license conditions related to the decommissioning trust agreement that are no longer applicable.

In 2002 (Reference 1), the NRC amended the regulations under 10 CFR 50.75(e) and added new provisions at 10 CFR 50.75(h)(1) through (4) that govern financial assurance mechanisms for licensees that are not "electric utilities" as defined in 10 CFR 50.2. EGC is not an "electric utility" since EGC does not recover the cost of electricity generated through rates established by itself or by a separate regulatory authority. In the 2002 rulemaking, the NRC addressed several comments regarding potential conflicts or inconsistencies between the provisions of 10 CFR 50.75(h) and a licensee's existing decommissioning trust-related license conditions. The NRC explained that "licensees will have the option of maintaining their existing license conditions or submitting to the new requirements" and "will be able to decide for themselves whether they prefer to keep or eliminate their specific license conditions." To support the option to amend and eliminate these license conditions, the NRC made a generic determination in

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10 CFR 50.75(h)(4) that a license amendment which does no more than delete specific license conditions relating to the terms and conditions of decommissioning trust agreements involves "no significant hazards consideration."

In November 2003 (Reference 2), the NRC added new section 10 CFR 50.75(h)(5) to the regulations, which codifies the NRC's stated intention of allowing licensees to choose to either maintain their existing license conditions or eliminating them in favor of complying with the new regulatory requirements. 10 CFR 50.75(h)(5) states:

The provisions of paragraphs (h)(1) through (h)(3) of this section do not apply to any licensee that as of December 24, 2003, has existing license conditions relating to decommissioning trust agreements, so long as the licensee does not elect to amend those license conditions. If a licensee with existing license conditions relating to decommissioning trust agreements elects to amend those conditions, the license amendment shall be in accordance with the provisions of paragraph (h) of this section.

Consistent with 10 CFR 50.75(h)(5), EGC has elected to adopt the requirements of 10 CFR 50.75(h) by requesting deletion of those license conditions that are currently incorporated in the FOLs¹. In addition, EGC is requesting deletion of certain historical license conditions related to the decommissioning trust agreement that are no longer applicable.

2.1 Nine Mile Point Nuclear Station Unit 2

The Long Island Lighting Company (LIPA) and EGC share ownership of Nine Mile Point Unit 2. LIPA provided concurrence to EGC, via electronic mail on July 18, 2019, regarding the proposed changes to remove license conditions associated with the decommissioning trust agreement (i.e., license conditions 9, 13.a, 13.b, 13.c, 13.d, 13.e, 14, and 15).

2.2 Peach Bottom Atomic Power Station Unit 2 and Unit 3

Public Service Enterprise Group (PSEG) Nuclear and EGC share ownership of Peach Bottom, Unit 2 and Unit 3. PSEG Nuclear provided concurrence to EGC, via electronic mail on June 13, 2019, regarding the proposed changes to remove license conditions associated with the decommissioning trust agreement (i.e., license conditions 5.a. and 5.b. for both units).

3.0 TECHNICAL EVALUATION

The following table summarizes the specific FOLs License Conditions requested for deletion and how they are addressed in the regulations.

¹ EGC shares ownership of Quad Cities with Mid-American. In their cause the part of the trust they own is subject to 10 CFR 50.75(h). This license amendment only affects the FOL, which is held by EGC.

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Table 1. License Conditions addressed 10 CFR 50.75

License Condition ²	Unit	Specific Section	Regulatory Requirement
The decommissioning trust agreement must be in a form acceptable to the NRC.	Braidwood Unit 1	10.a	In the 2002 rulemaking (Reference 1), the NRC stated: "The amendments to NRC's requirements for decommissioning trust provisions of nuclear power plants require that decommissioning trust agreements be in a form acceptable to the NRC in order to increase assurance that an adequate amount of decommissioning funds will be available for their intended purpose."
	Braidwood Unit 2	9.a	
	Byron Unit 1	20.a	
	Byron Unit 2	9.a	
	Clinton	15	
	Dresden Unit 1	9.a	
	Dresden Unit 2	12.a	
	Dresden Unit 3	T.1	
	FitzPatrick	N/A	
	Ginna	7.b	
	LaSalle Unit 1	40.a	
	LaSalle Unit 2	24.a	
	Limerick Unit 1	19.a	
	Limerick Unit 2	7.a	
	Nine Mile Point Unit 1	10.a	
	Nine Mile Point Unit 2	13.a	
	Peach Bottom Unit 1	5.a	
	Peach Bottom Unit 2	8.a	
	Peach Bottom Unit 3	8.a	
	Quad Cities Unit 1	Q.1	
	Quad Cities Unit 2	P.1	

² The license conditions have been paraphrased. For the exact wording refer to FOLs markup in Attachment 2.

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License Condition ²	Unit	Specific Section	Regulatory Requirement
With respect to the decommissioning trust fund, investments in the securities or other obligations of Exelon Corporation or affiliates thereof, or their successors or assigns are prohibited. Except for investments tied to market indexes or other non-nuclear sector mutual funds, investments in any entity owning one or more nuclear power plants are prohibited.	Braidwood Unit 1	10.b	10 CFR 50.75(h)(1)(i)(A) "The trustee, manager, investment advisor, or other person directing investment of the funds: Is prohibited from investing the funds in securities or other obligations of the licensee or any other owner or operator of any nuclear power reactor or their affiliates, subsidiaries, successors or assigns, or in a mutual fund in which at least 50 percent of the fund is invested in the securities of a licensee or parent company whose subsidiary is an owner or operator of a foreign or domestic nuclear power plant. However, the funds may be invested in securities tied to market indices or other non-nuclear sector collective, commingled, or mutual funds, provided that this subsection shall not operate in such a way as to require the sale or transfer either in whole or in part, or other disposition of any such prohibited investment that was made before the publication date of this rule, and provided further that no more than 10 percent of trust assets may be indirectly invested in securities of any entity owning or operating one or more nuclear power plants."
	Braidwood Unit 2	9.b	
	Byron Unit 1	20.b	
	Byron Unit 2	9.b	
	Clinton	16	
	Dresden Unit 1	9.b	
	Dresden Unit 2	12.b	
	Dresden Unit 3	T.2	
	FitzPatrick	N/A	
	Ginna	N/A	
	LaSalle Unit 1	40.b	
	LaSalle Unit 2	24.b	
	Limerick Unit 1	19.b	
	Limerick Unit 2	7.b	
	Nine Mile Point Unit 1	10.b	
	Nine Mile Point Unit 2	13.b	
	Peach Bottom Unit 1	5.b	
	Peach Bottom Unit 2	5.b.2 & 8.b	
	Peach Bottom Unit 3	5.b.2 & 8.b	
	Quad Cities Unit 1	Q.2	
	Quad Cities Unit 2	P.2	

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License Condition²	Unit	Specific Section	Regulatory Requirement
<p>The decommissioning trust agreement for the Unit, must provide that no disbursements or payments from the trust shall be made by the trustee unless the trustee has first given the Director of the Office of Nuclear Reactor Regulation 30 days prior written notice of payment. The decommissioning trust agreement shall further contain a provision that no disbursements or payments from the trust shall be made if the trustee receives prior written notice of objection from the NRC.</p>	Braidwood Unit 1	10.c	<p>10 CFR 50.75(h)(1)(iv) "Except for withdrawals being made under § 50.82(a)(8) or for payments of ordinary administrative costs (including taxes) and other incidental expenses of the fund (including legal, accounting, actuarial, and trustee expenses) in connection with the operation of the fund, no disbursement or payment may be made from the trust, escrow account, Government fund, or other account used to segregate and manage the funds until written notice of the intention to make a disbursement or payment has been given to the Director, Office of Nuclear Reactor Regulation, Director, Office of New Reactors, or Director, Office of Nuclear Material Safety and Safeguards, as applicable, at least 30 working days before the date of the intended disbursement or payment. The disbursement or payment from the trust, escrow account, Government fund or other account may be made following the 30-working day notice period if the person responsible for managing the trust, escrow account, Government fund, or other account does not receive written notice of objection from the Director, Office of Nuclear Reactor Regulation, Director, Office of New Reactors, or Director, Office of Nuclear Material</p>
	Braidwood Unit 2	9.c	
	Byron Unit 1	20.c	
	Byron Unit 2	9.c	
	Clinton	17	
	Dresden Unit 1	9.c	
	Dresden Unit 2	12.c	
	Dresden Unit 3	T.3	
	FitzPatrick	N/A	
	Ginna	N/A	
	LaSalle Unit 1	40.c	
	LaSalle Unit 2	24.c	
	Limerick Unit 1	19.c	
	Limerick Unit 2	7.c	
	Nine Mile Point Unit 1	10.c	
	Nine Mile Point Unit 2	13.c	
	Peach Bottom Unit 1	5.c	
	Peach Bottom Unit 2	5.b.3 & 8.c	
	Peach Bottom Unit 3	5.b.3 & 8.c	
	Quad Cities Unit 1	Q.3	
	Quad Cities Unit 2	P.3	

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License Condition ²	Unit	Specific Section	Regulatory Requirement
			<p>Safety and Safeguards, as applicable, within the notice period. Disbursements or payments from the trust, escrow account, Government fund, or other account used to segregate and manage the funds, other than for payment of ordinary administrative costs (including taxes) and other incidental expenses of the fund (including legal, accounting, actuarial, and trustee expenses) in connection with the operation of the fund, are restricted to decommissioning expenses or transfer to another financial assurance method acceptable under paragraph (e) of this section until final decommissioning has been completed. After decommissioning has begun and withdrawals from the decommissioning fund are made under § 50.82(a)(8), no further notification need be made to the NRC."</p>

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License Condition ²	Unit	Specific Section	Regulatory Requirement
The decommissioning trust agreement must provide that the agreement cannot be amended in any material respect without 30 days prior written notification to the Director of the Office of Nuclear Reactor Regulation.	Braidwood Unit 1	10.d	10 CFR 50.75(h)(1)(iii) "The trust, escrow account, Government fund, or other account used to segregate and manage the funds may not be amended in any material respect without written notification to the Director, Office of Nuclear Reactor Regulation, Director, Office of New Reactors, or Director, Office of Nuclear Material Safety and Safeguards, as applicable, at least 30 working days before the proposed effective date of the amendment. The licensee shall provide the text of the proposed amendment and a statement of the reason for the proposed amendment. The trust, escrow account, Government fund, or other account may not be amended if the person responsible for managing the trust, escrow account, Government fund, or other account receives written notice of objection from the Director, Office of Nuclear Reactor Regulation, Director, Office of New Reactors, or Director, Office of Nuclear Material Safety and Safeguards, as applicable, within the notice period"
	Braidwood Unit 2	9.d	
	Byron Unit 1	20.d	
	Byron Unit 2	9.d	
	Clinton	18	
	Dresden Unit 1	9.c	
	Dresden Unit 2	12.d	
	Dresden Unit 3	T.4	
	FitzPatrick	N/A	
	Ginna	N/A	
	LaSalle Unit 1	40.d	
	LaSalle Unit 2	24.d	
	Limerick Unit 1	19.d	
	Limerick Unit 2	7.d	
	Nine Mile Point Unit 1	10.d	
	Nine Mile Point Unit 2	13.d	
	Peach Bottom Unit 1	5.d	
	Peach Bottom Unit 2	5.b.4 & 8.d	
	Peach Bottom Unit 3	5.b.4 & 8.d	
	Quad Cities Unit 1	Q.4	
	Quad Cities Unit 2	P.4	

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License Condition ²	Unit	Specific Section	Regulatory Requirement
The appropriate section of the decommissioning trust agreement shall state that the trustee, investment advisor, or anyone else directing the investments made in the trust shall adhere to a "prudent investor" standard, as specified in 18 CFR 35.32(a)(3) of the Federal Energy Regulatory Commission's regulations.	Braidwood Unit 1	10.e	10 CFR 50.75(h)(1)(i)(B) "Is obligated at all times to adhere to a standard of care set forth in the trust, which either shall be the standard of care, whether in investing or otherwise, required by State or Federal law or one or more State or Federal regulatory agencies with jurisdiction over the trust funds, or, in the absence of any such standard of care, whether in investing or otherwise, that a prudent investor would use in the same circumstances. The term "prudent investor," shall have the same meaning as set forth in the Federal Energy Regulatory Commission's "Regulations Governing Nuclear Plant Decommissioning Trust Funds" at 18 CFR 35.32(a)(3), or any successor regulation."
	Braidwood Unit 2	9.e	
	Byron Unit 1	20.e	
	Byron Unit 2	9.e	
	Clinton	19	
	Dresden Unit 1	9.d	
	Dresden Unit 2	12.e	
	Dresden Unit 3	T.5	
	FitzPatrick	N/A	
	Ginna	N/A	
	LaSalle Unit 1	40.e	
	LaSalle Unit 2	24.e	
	Limerick Unit 1	19.e	
	Limerick Unit 2	7.e	
	Nine Mile Point Unit 1	10.e	
	Nine Mile Point Unit 2	13.e	
	Peach Bottom Unit 1	5.e	
	Peach Bottom Unit 2	5.b.5 & 8.e	
	Peach Bottom Unit 3	5.b.5 & 8.e	
	Quad Cities Unit 1	Q.5	
	Quad Cities Unit 2	P.5	

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License Condition ²	Unit	Specific Section	Regulatory Requirement
Exelon Generation Company, LLC shall take all necessary steps to ensure that the decommissioning trust is maintained in accordance with the application for approval of the transfer of the Unit, license and the requirements of the Order approving the transfer, and consistent with the safety evaluation supporting the Order.	Braidwood Unit 1	11	This license condition is no longer needed, based on the provisions of 10 CFR 50.75(h) and EGC's decision to comply with that section's decommissioning trust agreement requirements. In addition, as noted in the 2002 rulemaking, "the NRC has always believed that it is preferable and more efficient to adopt standard rules, as opposed to applying specific license conditions on a case-by-case basis" (Reference 1). This license condition is effectively addressed by the standard requirements codified in the regulations.
	Braidwood Unit 2	10	
	Byron Unit 1	21	
	Byron Unit 2	10	
	Clinton	20	
	Dresden Unit 1	10	
	Dresden Unit 2	13	
	Dresden Unit 3	U	
	FitzPatrick	Q	
	Ginna	7.c	
	LaSalle Unit 1	41	
	LaSalle Unit 2	25	
	Limerick Unit 1	20	
	Limerick Unit 2	8	
	Nine Mile Point Unit 1	11	
	Nine Mile Point Unit 2	14	
	Peach Bottom Unit 1	6	
	Peach Bottom Unit 2	5.a & 9	
	Peach Bottom Unit 3	5.a & 9	
	Quad Cities Unit 1	R	
	Quad Cities Unit 2	Q	
The decommissioning trust agreement shall provide that: - The use of assets in both the qualified and nonqualified funds shall be limited to expenses related to decommissioning of the unit as defined by the NRC in its regulations and issuances, and as provided in the unit's license and any amendments thereto. However, upon completion of decommissioning, as defined above, the assets may be used for any purpose authorized by law.	Peach Bottom Unit 2	5.b.1	This license condition is effectively addressed by the standard requirements codified in the regulations in 10 CFR 50.75(h)(1)(iv) .
	Peach Bottom Unit 3	5.b.1	

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In addition, the proposed change deletes certain historical license conditions related to the decommissioning trust agreement that are no longer applicable. The table below summarizes the historical items being included for deletion.

Table 2. Historical License Conditions Requested for Deletion

License Condition ³	Unit	Specific Section
Exelon Generation Company, LLC, shall have decommissioning trust funds for the Unit in the following amount when the Unit is transferred to Exelon Generation Company, LLC.	Braidwood Unit 1	9
	Braidwood Unit 2	8
	Byron Unit 1	19
	Byron Unit 2	8
	Clinton	N/A
	Dresden Unit 1	8
	Dresden Unit 2	11
	Dresden Unit 3	S
	FitzPatrick	P
	Ginna	7.a
	LaSalle Unit 1	39
	LaSalle Unit 2	23
	Limerick Unit 1	18
	Limerick Unit 2	6
	Nine Mile Point Unit 1	9
	Nine Mile Point Unit 2	12
	Peach Bottom Unit 1	N/A
	Peach Bottom Unit 2	7
	Peach Bottom Unit 3	7
	Quad Cities Unit 1	P
	Quad Cities Unit 2	O
At the time any subject direct transfer is effected, NMP LLC shall enter or shall have entered into an intercompany credit agreement with Constellation Energy Group (CEG), Inc., or New Controlled, whichever entity is the ultimate parent of NMP LLC at that time, in the form and on the terms represented in the Application for license transfer. Should New Controlled become the ultimate parent of NMP LLC following the direct transfer of the license to NMP LLC, NMP LLC shall enter or shall have entered into a substantially identical intercompany credit agreement	Nine Mile Point Unit 1	12
	Nine Mile Point Unit 2	15

³ The historical license conditions have been paraphrased. For the exact wording refer to FOLs markup in Attachment 2.

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with New Controlled at the time New Controlled becomes the ultimate parent; in such case, any existing intercompany credit agreement with CEG, Inc. may be canceled once the intercompany credit agreement with New Controlled is established. Except as otherwise provided above, NMP LLC shall take no action to void, cancel, or modify any intercompany credit agreement referenced above, without the prior written consent of the Director of the Office of Nuclear Reactor Regulation.		
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4.0 REGULATORY ANALYSIS

4.1 Applicable Regulatory Requirements/Criteria

The proposed changes have been evaluated to determine whether applicable regulations and requirements continue to be met. EGC has determined that the proposed changes do not require any exemptions or relief from regulatory requirements.

As summarized on Table 1 in section 3.0, the regulatory requirements applicable to this amendment request are stated in 10 CFR 50.75, "Reporting and recordkeeping for decommissioning planning," more specifically, the provisions under 10 CFR 50.75(h).

4.2 Precedent

- Indian Point Nuclear Generating Unit Nos.1 and 2 License Amendment Nos. 61 and 289 were issued on March 21, 2019 (Reference 3).
- Oyster Creek Nuclear Generation Station License Amendment No. 291 was issued on June 23, 2017 (Reference 4).
- Indian Point Nuclear Generating Unit No.3 License Amendment No. 262 was issued on January 30, 2017 (Reference 5).
- Comanche Peak Steam Electric Station License Amendment No. 103 was issued on May 15, 2003 (Reference 6).

4.3 No Significant Hazards Consideration Determination Analysis

In accordance with 10 CFR 50.90, "Application for amendment of license, construction permit, or early site permit," Exelon Generation Company, LLC (EGC), requests an amendment to Renewed Facility Operating License (FOL) Nos. NPF-72 and NPF-77 for Braidwood Station,

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Units 1 and 2, Renewed FOL Nos. NPF-37 and NPF-66 for Byron Station, Units 1 and 2, FOL No. NPF-62 for Clinton Power Station, Unit 1, FOL No. DPR-2 and Renewed FOL Nos. DPR-19 and DPR-25 for Dresden Nuclear Power Station, Units 1, 2 and 3, Renewed Facility Operating License No. DPR-59 for James A. FitzPatrick Nuclear Power Plant, Renewed Facility Operating License No. DPR-18 for R.E. Ginna Nuclear Power Plant, Renewed FOL Nos. NPF-11 and NPF-18 for LaSalle County Station, Units 1 and 2, Renewed FOL Nos. NPF-39 and NPF-85 for Limerick Generating Station, Units 1 and 2, Renewed FOL Nos. DPR-63 and NPF-69 for Nine Mile Point Nuclear Station, Units 1 and 2, FOL No. DPR-12 and Renewed FOL Nos. DPR-44 and DPR-56 for Peach Bottom Atomic Power Station, Units 1, 2 and 3, and Renewed FOL Nos. DPR-29 and DPR-30 for Quad Cities Nuclear Power Station, Units 1 and 2.

The amendment request proposes to delete from the FOLs certain license conditions which impose specific requirements on the decommissioning trust agreements. Upon approval of this amendment, the provisions of 10 CFR 50.75(h) that specify the regulatory requirements for decommissioning trust funds will apply. The option to delete license conditions relating to the terms and conditions of decommissioning trust agreements and, instead, conform to the 10 CFR 50.75(h) regulations adopted in 2002 (Reference) is specifically contemplated by the provisions of 10 CFR 50.75(h)(5), and the generic finding of no significant hazards consideration in 10 CFR 50.75(h)(4). In addition, the proposed change deletes certain historical license conditions related to the decommissioning trust agreement that are no longer applicable.

EGC has evaluated the proposed change against the criteria of 10 CFR 50.92(c) to determine if the proposed change results in any significant hazards. The following is the evaluation of each of the 10 CFR 50.92(c) criteria:

1. Does the proposed change involve a significant increase in the probability or consequences of an accident previously evaluated?

Response: No

The requested changes delete license conditions pertaining to Decommissioning Trust Agreements currently in the FOL. The requested changes are consistent with the types of license amendments permitted in 10 CFR 50.75(h)(4).

The regulations of 10 CFR 50.75(h)(4) state: "Unless otherwise determined by the Commission with regard to a specific application, the Commission has determined that any amendment to the license of a utilization facility that does no more than delete specific license conditions relating to the terms and conditions of decommissioning trust agreements involves "no significant hazard considerations."

This request involves changes that are administrative in nature. No actual plant equipment or accident analyses will be affected by the proposed changes.

Therefore, the proposed change does not involve a significant increase in the probability or consequences of an accident previously evaluated.

ATTACHMENT 1
Evaluation of Proposed Changes

2. Does the proposed change create the possibility of a new or different kind of accident from any previously evaluated?

Response: No

This request involves administrative changes to the license that will be consistent with the 10 CFR 50.75(h). No actual plant equipment or accident analyses will be affected by the proposed change and no failure modes not bounded by previously evaluated accidents will be created.

Therefore, the proposed change does not create the possibility of a new or different kind of accident from any previously evaluated.

3. Does the proposed change involve a significant reduction in a margin of safety?

Response: No

This request involves administrative changes to the license that will be consistent with the 10 CFR 50.75(h). No actual plant equipment or accident analyses will be affected by the proposed change. Additionally, the proposed changes will not relax any criteria used to establish safety limits, will not relax any safety systems settings, or will not relax the bases for any limiting conditions of operation.

Therefore, the proposed change does not involve a significant reduction in a margin of safety.

Based on the above, EGC concludes that the proposed amendment presents no significant hazards consideration under the standards set forth in 10 CFR 50.92(c), and, complies with the "generic" determination in 10 CFR 50.75(h)(4), accordingly, a finding of "no significant hazards consideration" is justified.

4.4 Conclusions

In conclusion, based on the considerations discussed above, (1) there is reasonable assurance that the health and safety of the public will not be endangered by operation in the proposed manner, (2) such activities will be conducted in compliance with the Commission's regulations, and (3) the issuance of the amendment will not be inimical to the common defense and security or to the health and safety of the public.

5.0 ENVIRONMENTAL EVALUATION

The proposed amendment involves (i) changes to surety, insurance, and/or indemnity requirements, or (ii) changes to recordkeeping, reporting, or administrative procedures or requirements. Accordingly, the proposed amendment meets the eligibility criterion for categorical exclusion set forth in 10 CFR 51.22(c)(10). Therefore, pursuant to 10 CFR 51.22(b), no environmental impact statement or environmental assessment need be prepared in connection with the proposed amendment.

ATTACHMENT 1
Evaluation of Proposed Changes

6.0 REFERENCES

1. Volume 67, Federal Register, Page 78332 (67 FR 78332), dated December 24, 2002
2. Volume 68, Federal Register, Page 65388 (68 FR 65388), dated November 20, 2003
3. Letter from Richard V. Guzman (U. S. NRC) to Entergy, "Indian Point Nuclear Generating Unit Nos. 1 And 2 - Issuance of Amendment No. 61 And No. 289 Re: Deletion of Facility Operating License Conditions Related to Decommissioning Trust Provisions (EPID L-2018-LLA-0180)," dated March 21, 2019
4. Letter from John G. Lamb (U. S. NRC) to Bryan Hanson (EGC), "Oyster Creek Nuclear Generating Station – Issuance of Amendment RE: Deletion of Facility Operating License Conditions Related to Decommissioning Trust Provisions (CAC NO. MF9293)," dated June 23, 2017
5. Letter from Diane L. Render (U. S. NRC) to Brian Sullivan (Entergy), "Indian Point Nuclear Generating Unit No. 3 and James A. Fitzpatrick Nuclear Power Plant - Issuance of Amendments Re: Application for Order to Transfer Master Decommissioning Trust from The Power Authority of The State Of New York to Entergy Nuclear Operations, Inc., Consenting to Amendments to Trust Agreement, and Approving Proposed License Amendments to Modify and Delete Decommissioning Trust License Conditions Upon the Transfer of Trust Funds (CAC NOS. MF8288 AND MF8289)," dated January 30, 2017
6. Letter from David H. Jaffe (U. S. NRC) to C. Lance Terry (TXU Energy), "Comanche Peak Steam Electric Station (CPSES), Units 1 and 2 - Issuance of Amendments Re: Deletion of Unnecessary License Conditions and Reporting Requirements (TAC NOS. MB5770 and MB5771)," dated May15, 2003

ATTACHMENT 2
Proposed Facility Operating Licenses (Marked-Up Pages)

2.1 Braidwood Station, Units 1 and 2
Renewed Facility Operating License Nos. NPF-72 and NPF-77

Revised Operating License

Braidwood Unit 1

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Page 5

Braidwood Unit 2

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Page 5

(3) Emergency Planning

In the event that the NRC finds that the lack of progress in completion of the procedures in the Federal Emergency Management Agency's final rule, 44 CFR Part 350, is an indication that a major substantive problem exists in achieving or maintaining an adequate state of emergency preparedness, the provision of 10 CFR Section 50.54(s)(2) will apply.

(4) Deleted.

(5) Deleted.

(6) Deleted.

(7) Additional Conditions

The Additional Conditions contained in Appendix C, as revised through Amendment No. 193, are hereby incorporated into this renewed license. The licensee shall operate the facility in accordance with the Additional Conditions.

(8) Exelon Generation Company shall provide to the Director of the Office of Nuclear Reactor Regulation a copy of any application, at the time it is filed, to transfer (excluding grants of security interests or liens) from Exelon Generation Company to its direct or indirect parent, or to any other affiliated company, facilities for the production, transmission, or distribution of electric energy having a depreciated book value exceeding ten percent (10%) of Exelon Generation Company's consolidated net utility plant, as recorded on Exelon Generation Company's books of account.

Deleted.

(9) ~~Exelon Generation Company shall have decommissioning trust funds for Braidwood, Unit 1, in the following minimum amount, when Braidwood, Unit 1, is transferred to Exelon Generation Company:~~

Deleted.

Braidwood Unit 1	\$154,273,345
-----------------------------	--------------------------

(10) ~~The decommissioning trust agreement for Braidwood, Unit 1, at the time the transfer of the unit to Exelon Generation Company is effected and thereafter, is subject to the following:~~

(a) ~~The decommissioning trust agreement must be in a form acceptable to the NRC.~~

(b) ~~With respect to the decommissioning trust fund, investments in the securities or other obligations of Exelon Corporation or affiliates thereof, or their successors or assigns are prohibited. Except for investments tied to market indexes or other non-nuclear sector mutual funds, investments in any entity owning one or more nuclear power plants are prohibited.~~

- (c) ~~The decommissioning trust agreement for Braidwood, Unit 1, must provide that no disbursements or payments from the trust shall be made by the trustee unless the trustee has first given the Director of the Office of Nuclear Reactor Regulation 30 days prior written notice of payment. The decommissioning trust agreement shall further contain a provision that no disbursements or payments from the trust shall be made if the trustee receives prior written notice of objection from the NRC.~~
- (d) ~~The decommissioning trust agreement must provide that the agreement can not be amended in any material respect without 30 days prior written notification to the Director of the Office of Nuclear Reactor Regulation.~~
- (e) ~~The appropriate section of the decommissioning trust agreement shall state that the trustee, investment advisor, or anyone else directing the investments made in the trust shall adhere to a "prudent investor" standard, as specified in 18 CFR 35.32(a)(3) of the Federal Energy Regulatory Commission's regulations.~~

Deleted.

- (11) ~~Exelon Generation Company shall take all necessary steps to ensure that the decommissioning trust is maintained in accordance with the application for approval of the transfer of the Braidwood, Unit 1, license and the requirements of the Order approving the transfer, and consistent with the safety evaluation supporting the Order.~~

(12) Mitigation Strategy License Condition

Develop and maintain strategies for addressing large fires and explosions and that include the following key areas:

- (a) Fire fighting response strategy with the following elements:
 - 1. Pre-defined coordinated fire response strategy and guidance
 - 2. Assessment of mutual aid fire fighting assets
 - 3. Designated staging areas for equipment and materials
 - 4. Command and control
 - 5. Training of response personnel
- (b) Operations to mitigate fuel damage considering the following:
 - 1. Protection and use of personnel assets
 - 2. Communications
 - 3. Minimizing fire spread
 - 4. Procedures for implementing integrated fire response strategy
 - 5. Identification of readily-available pre-staged equipment
 - 6. Training on integrated fire response strategy
 - 7. Spent fuel pool mitigation measures

(3) Emergency Planning

In the event that the NRC finds that the lack of progress in completion of the procedures in the Federal Emergency Management Agency's final rule, 44 CFR Part 350, is an indication that a major substantive problem exists in achieving or maintaining an adequate state of emergency preparedness, the provision of 10 CFR Section 50.54(s)(2) will apply.

(4) Deleted.

(5) Deleted.

(6) Additional Conditions

The Additional Conditions contained in Appendix C, as revised through Amendment No. 193, are hereby incorporated into this renewed license. The licensee shall operate the facility in accordance with the Additional Conditions.

(7) Exelon Generation Company, LLC, shall provide to the Director of the Office of Nuclear Reactor Regulation a copy of any application, at the time it is filed, to transfer (excluding grants of security interests or liens) from Exelon Generation Company, LLC, to its direct or indirect parent, or to any other affiliated company, facilities for the production, transmission, or distribution of electric energy having a depreciated book value exceeding ten percent (10%) of Exelon Generation Company's consolidated net utility plant, as recorded on Exelon Generation Company, LLC's books of account.

Deleted.

(8) ~~Exelon Generation Company, LLC, shall have decommissioning trust funds for Braidwood, Unit 2, in the following minimum amount, when Braidwood, Unit 2, is transferred to Exelon Generation Company, LLC:~~

Deleted.

Braidwood Unit 2	\$154,448,967
-----------------------------	--------------------------

(9) ~~The decommissioning trust agreement for Braidwood, Unit 2, at the time the transfer of the unit to Exelon Generation Company, LLC is effected and thereafter, is subject to the following:~~

- (a) ~~The decommissioning trust agreement must be in a form acceptable to the NRC.~~
- (b) ~~With respect to the decommissioning trust fund, investments in the securities or other obligations of Exelon Corporation or affiliates thereof, or their successors or assigns are prohibited. Except for investments tied to market indexes or other non-nuclear sector mutual funds, investments in any entity owning one or more nuclear power plants are prohibited.~~
- (c) ~~The decommissioning trust agreement for Braidwood, Unit 2, must provide that no disbursements or payments from the trust shall be~~

~~made by the trustee unless the trustee has first given the Director of the Office of Nuclear Reactor Regulation 30 days prior written notice of payment. The decommissioning trust agreement shall further contain a provision that no disbursements or payments from the trust shall be made if the trustee receives prior written notice of objection from the NRC.~~

~~(d) The decommissioning trust agreement must provide that the agreement can not be amended in any material respect without 30 days prior written notification to the Director of the Office of Nuclear Reactor Regulation.~~

~~(e) The appropriate section of the decommissioning trust agreement shall state that the trustee, investment advisor, or anyone else directing the investments made in the trust shall adhere to a "prudent investor" standard, as specified in 18 CFR 35.32(a)(3) of the Federal Energy Regulatory Commission's regulations.~~

Deleted.

(10) ~~Exelon Generation Company, LLC shall take all necessary steps to ensure that the decommissioning trust is maintained in accordance with the application for approval of the transfer of the Braidwood, Unit 2, license and the requirements of the Order approving the transfer, and consistent with the safety evaluation supporting the Order.~~

(11) Mitigation Strategy License Condition

Develop and maintain strategies for addressing large fires and explosions and that include the following key areas:

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

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

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

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

ATTACHMENT 2
Proposed Facility Operating Licenses (Marked-Up Pages)

2.2 Byron Station, Units 1 and 2
Renewed Facility Operating License Nos. NPF-37 and NPF-66

Revised Operating License

Byron Unit 1

Page 4
Page 5
Page 6

Byron Unit 2

Page 4
Page 5

- Deleted.

- (19) ~~Exelon Generation Company, LLC, shall have decommissioning trust funds for Byron, Unit 1, in the following minimum amount, when Byron, Unit 1, is transferred to Exelon Generation Company, LLC:~~

Deleted.

- (20) ~~The decommissioning trust agreement for Byron, Unit 1, at the time the transfer of the unit to Exelon Generation Company, LLC is effected and thereafter, is subject to the following:~~

- ~~(a) The decommissioning trust agreement must be in a form acceptable to the NRC.~~
- ~~(b) With respect to the decommissioning trust fund, investments in the securities or other obligations of Exelon Corporation or affiliates thereof, or their successors or assigns are prohibited. Except for investments tied to market indexes or other non-nuclear sector mutual funds, investments in any entity owning one or more nuclear power plants are prohibited.~~
- ~~(c) The decommissioning trust agreement for Byron, Unit 1 must provide that no disbursements or payments from the trust shall be made by the trustee unless the trustee has first given the Director of the Office of Nuclear Reactor Regulation 30 days prior written notice of payment. The decommissioning trust agreement shall further contain a provision that no disbursements or payments from the trust shall be made if the trustee receives prior written notice of objection from the NRC.~~
- ~~(d) The decommissioning trust agreement must provide that the agreement can not be amended in any material respect without 30 days prior written notification to the Director of the Office of Nuclear Reactor Regulation.~~

- (e) ~~The appropriate section of the decommissioning trust agreement shall state that the trustee, investment advisor, or anyone else directing the investments made in the trust shall adhere to a “prudent investor” standard, as specified in 18 CFR 35.32(a)(3) of the Federal Energy Regulatory Commission’s regulations.~~

Deleted.

- (21) ~~Exelon Generation Company, LLC shall take all necessary steps to ensure that the decommissioning trust is maintained in accordance with the application for approval of the transfer of the Byron, Unit 1, license and the requirements of the Order approving the transfer, and consistent with the safety evaluation supporting the Order.~~

(22) Mitigation Strategy License Condition

Develop and maintain strategies for addressing large fires and explosions and that include the following key areas:

- (a) Fire fighting response strategy with the following elements:
1. Pre-defined coordinated fire response strategy and guidance
 2. Assessment of mutual aid fire fighting assets
 3. Designated staging areas for equipment and materials
 4. Command and control
 5. Training of response personnel
- (b) Operations to mitigate fuel damage considering the following:
1. Protection and use of personnel assets
 2. Communications
 3. Minimizing fire spread
 4. Procedures for implementing integrated fire response strategy
 5. Identification of readily-available pre-staged equipment
 6. Training on integrated fire response strategy
 7. Spent fuel pool mitigation measures
- (c) Actions to minimize release to include consideration of:
1. Water spray scrubbing
 2. Dose to onsite responders

(3) Deleted.

(4) Deleted.

(5) Deleted.

(6) Additional Conditions

The Additional Conditions contained in Appendix C, as revised through Amendment No. 198, are hereby incorporated into this renewed license. The licensee shall operate the facility in accordance with the Additional Conditions.

(7) Exelon Generation Company, LLC, shall provide to the Director of the Office of Nuclear Reactor Regulation a copy of any application, at the time it is filed, to transfer (excluding grants of security interests or liens) from Exelon Generation Company, LLC, to its direct or indirect parent, or to any other affiliated company, facilities for the production, transmission, or distribution of electric energy having a depreciated book value exceeding ten percent (10%) of Exelon Generation Company's consolidated net utility plant, as recorded on Exelon Generation Company, LLC's books of account.

Deleted.

(8) ~~Exelon Generation Company, LLC, shall have decommissioning trust funds for Byron, Unit 2, in the following minimum amount, when Byron, Unit 2, is transferred to Exelon Generation Company, LLC:~~

Deleted.

Byron Unit 2	\$156,560,489
--------------	---------------

(9) ~~The decommissioning trust agreement for Byron, Unit 2, at the time the transfer of the unit to Exelon Generation Company, LLC is effected and thereafter, is subject to the following:~~

(a) ~~The decommissioning trust agreement must be in a form acceptable to the NRC.~~

(b) ~~With respect to the decommissioning trust fund, investments in the securities or other obligations of Exelon Corporation or affiliates thereof, or their successors or assigns are prohibited. Except for investments tied to market indexes or other non-nuclear sector mutual funds, investments in any entity owning one or more nuclear power plants are prohibited.~~

(c) ~~The decommissioning trust agreement for Byron, Unit 2 must provide that no disbursements or payments from the trust shall be made by the trustee unless the trustee has first given the Director of the Office of Nuclear Reactor Regulation, 30 days prior written notice of payment. The decommissioning trust agreement shall further contain a provision that no disbursements or payments from the trust shall be made if the trustee receives prior written notice of objection from the NRC.~~

- (d) ~~The decommissioning trust agreement must provide that the agreement can not be amended in any material respect without 30 days prior written notification to the Director of the Office of Nuclear Reactor Regulation.~~
- (e) ~~The appropriate section of the decommissioning trust agreement shall state that the trustee, investment advisor, or anyone else directing the investments made in the trust shall adhere to a "prudent investor" standard, as specified in 18 CFR 35.32(a)(3) of the Federal Energy Regulatory Commission's regulations.~~

Deleted.

- (10) ~~Exelon Generation Company, LLC shall take all necessary steps to ensure that the decommissioning trust is maintained in accordance with the application for approval of the transfer of the Byron, Unit 2, license and the requirements of the Order approving the transfer, and consistent with the safety evaluation supporting the Order.~~

(11) Mitigation Strategy License Condition

Develop and maintain strategies for addressing large fires and explosions and that include the following key areas:

- (a) Fire fighting response strategy with the following elements:
 - 1. Pre-defined coordinated fire response strategy and guidance
 - 2. Assessment of mutual aid fire fighting assets
 - 3. Designated staging areas for equipment and materials
 - 4. Command and control
 - 5. Training of response personnel
- (b) Operations to mitigate fuel damage considering the following:
 - 1. Protection and use of personnel assets
 - 2. Communications
 - 3. Minimizing fire spread
 - 4. Procedures for implementing integrated fire response strategy
 - 5. Identification of readily-available pre-staged equipment
 - 6. Training on integrated fire response strategy
 - 7. Spent fuel pool mitigation measures
- (c) Actions to minimize release to include consideration of:
 - 1. Water spray scrubbing
 - 2. Dose to onsite responders

(12) License Renewal License Conditions

- (a) The information in the UFSAR supplement, submitted pursuant to 10 CFR 54.21(d), as revised during the license renewal application review process, and as supplemented by the Commitments applicable to Byron Unit 2 in Appendix A of the "Safety Evaluation Report Related to the License Renewal of Byron Station, Units 1 and 2, and Braidwood Station, Units 1 and 2" (SER) dated July 2015, is collectively the "License Renewal UFSAR Supplement." This

ATTACHMENT 2
Proposed Facility Operating Licenses (Marked-Up Pages)

2.3 Clinton Power Station, Unit 1
Facility Operating License No. NPF-62

Revised Operating License

Page 5

Page 6

License Transfer Conditions

(10) Deleted.

(11) Deleted.

(12) Deleted.

(13) Deleted.

(14) Deleted

Deleted.

(15) ~~The decommissioning trust agreement for OPS must be in a form acceptable to the NRC.~~

Deleted.

(16) ~~With respect to the decommissioning trust fund, investments in the securities or other obligations of Exelon Corporation, Exelon Generation Company or affiliates thereof, or their successors or assigns shall be prohibited. Except for investments tied to market indexes or other nonnuclear sector mutual funds, investments in any entity owning one or more nuclear power plants are prohibited.~~

Deleted.

(17) ~~The decommissioning trust agreement for CPS must provide that no disbursements or payments from the trust shall be made by the trustee until the trustee has first given the NRC 30 days prior written notice of payment. The decommissioning trust agreement shall further contain a provision that no disbursements or payments from the trust shall be made if the trustee receives prior written notice of objection from the Director, Office of Nuclear Reactor Regulation.~~




Deleted.

(18) ~~The decommissioning trust agreement must provide that the agreement cannot be amended in any material respect without the prior written consent of the Director, Office of Nuclear Reactor Regulation.~~

Deleted.

(19) ~~The appropriate section of the decommissioning trust agreement shall reflect that the trustee, investment advisor, or anyone else directing the investments made in the trust shall adhere to a "prudent investor" standard, as specified in 18 CFR 35.32(a) (3) of the Federal Energy Regulatory Commission's regulations.~~

Deleted.

- (20)  ~~Exelon Generation Company, LLC shall take all necessary steps to ensure that the decommissioning trust is maintained in accordance with the application for approval of the transfer of the Clinton license to it and the requirements of the Order approving the transfer, and consistent with the safety evaluation supporting the Order.~~ 
- (21) Deleted 

ATTACHMENT 2
Proposed Facility Operating Licenses (Marked-Up Pages)

2.4 Dresden Nuclear Power Station, Units 1, 2 and 3
Facility Operating License No. DPR-2
Renewed Facility Operating License Nos. DPR-19 and DPR-25

Revised Operating License

Dresden Unit 1

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Page 5

Dresden Unit 2

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Page 6

Dresden Unit 3

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Page 7

~~advisor, or anyone else directing the investments made in the trust shall adhere to a “prudent investor” standard, as specified in 18 CFR 35.32(a)(3) of the Federal Energy Regulatory Commission’s regulations.~~

Deleted.

- (10) ~~Exelon Generation Company, LLC shall take all necessary steps to ensure that the decommissioning trust is maintained in accordance with the application for approval of the transfer of the Dresden, Unit 1, license and the requirements of the Order approving the transfer, and consistent with the safety evaluation supporting the Order.~~

2.D *Renumbered. No new paragraph.*

2.E Physical Protection

The licensee shall fully implement and maintain in effect all provisions of the following Commission approved documents, including amendments and changes made pursuant to the authority of 10 CFR 50.54(p). These approved documents consist of information withheld from public disclosure pursuant to 10 CFR 2.790(d):

- (1) “Security Plan for the Dresden Nuclear Power Station”, dated November 18, 1977, as revised May 19, 1978, May 27, 1978, July 28, 1978 and February 19, 1979.
- (2) “Dresden Nuclear Power Station Safeguards Contingency Plan”, dated March 1980, as revised June 27, 1980, submitted pursuant to 10 CFR 73.40. The Contingency Plan shall be fully implemented, in accordance with 10 CFR 73.40(b), within 30 days of this approval by the Commission.
- (3) “Dresden Nuclear Power Station Guard Training and Qualification Plan”, submitted by letter, dated August 16, 1979, as revised by letter dated August 11, 1980. This Plan shall be fully implemented in accordance with 10 CFR 73.55(b)(4), within 60 days of this approval by the Commission. All security personnel shall be qualified within two years of this approval.

2.F Fire Protection

The Dresden Administrative Procedures specify the fire protection program. The Dresden Technical Requirements Manual specifies the limiting conditions for operation and surveillance requirements. These provisions are subject to the following:

+

(7) Additional Conditions

The Additional Conditions contained in Appendix B, as revised through Amendment No. ~~191~~, are hereby incorporated into this renewed operating license. The licensee shall operate the facility in accordance with the Additional Conditions.

(8) Deleted

(9) Deleted

(10) Exelon Generation Company, LLC shall provide the Director of the Office of Nuclear Reactor Regulation a copy of any application, at the time it is filed, to transfer (excluding grants of security interests or liens) from Exelon Generation Company, LLC to its direct or indirect parent, or to any other affiliated company, facilities for the production, transmission, or distribution of electric energy having a depreciated book value exceeding ten percent (10%) of Exelon Generation Company, LLC's consolidated net utility plant, as recorded on Exelon Generation Company, LLC's books of account.

Deleted.

(11) ~~Exelon Generation Company, LLC shall have decommissioning trust funds for Dresden, Unit 2, in the following minimum amount, when Dresden, Unit 2, is transferred to Exelon Generation Company, LLC:~~

~~Dresden, Unit 2~~

~~\$288,233,336~~

Deleted.


(12) ~~The decommissioning trust agreement for Dresden, Unit 2, at the time the transfer of the unit to Exelon Generation Company, LLC is effected and thereafter, is subject to the following:~~

~~(a) The decommissioning trust agreement must be in a form acceptable to the NRC.~~

~~(b) With respect to the decommissioning trust fund, investments in the securities or other obligations of Exelon Corporation or affiliates thereof, or their successors or assigns are prohibited. Except for investments tied to market indexes or other non nuclear sector mutual funds, investments in any entity owning one or more nuclear power plants are prohibited.~~

- ~~(c) The decommissioning trust agreement for Dresden, Unit 2, must provide that no disbursements or payments from the trust shall be made by the trustee unless the trustee has first given the Director of the Office of Nuclear Reactor Regulation 30 days prior written notice of payment. The decommissioning trust agreement shall further contain a provision that no disbursements or payments from the trust shall be made if the trustee receives prior written notice of objection from the NRC.~~
- ~~(d) The decommissioning trust agreement must provide that the agreement can not be amended in any material respect without 30 days prior written notification to the Director of the Office of Nuclear Reactor Regulation.~~
- ~~(e) The appropriate section of the decommissioning trust agreement shall state that the trustee, investment advisor, or anyone else directing the investments made in the trust shall adhere to a "prudent investor" standard, as specified in 18 CFR 35.32(a)(3) of the Federal Energy Regulatory Commission's regulations.~~

Deleted.

- (13)  ~~Exelon Generation Company, LLC shall take all necessary steps to ensure that the decommissioning trust is maintained in accordance with the application for approval of the transfer of the Dresden, Unit 2, license and the requirements of the Order approving the transfer, and consistent with the safety evaluation supporting the Order.~~
- (14) Exelon Generation Company, LLC shall relocate certain Technical Specification requirements to EGC-controlled documents upon implementation of the Amendment No. 185. The items and appropriate documents are as described in Table LA, "Removal of Details Matrix," and Table R, "Relocated Specifications," that are attached to the NRC's Safety Evaluation enclosed with Amendment No. 185.
- (15) The schedule for performing Surveillance Requirements (SRs) that are new or revised in Amendment No. 185 shall be as follows:

For SRs that are new in this amendment, the first performance is due at the end of the first surveillance interval that begins on the date of implementation of Amendment No. 185.

For SRs that existed prior to this amendment whose intervals of performance are being reduced, the first reduced surveillance interval begins upon completion of the first surveillance performed after implementation of Amendment No. 185.

Deleted.

- S. ~~Exelon Generation Company, LLC shall have decommissioning trust funds for Dresden, Unit 3, in the following minimum amount, when Dresden, Unit 3, is transferred to Exelon Generation Company, LLC:~~

Deleted.

Dresden, Unit 3	\$262,231,719
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- T. ~~The decommissioning trust agreement for Dresden, Unit 3, at the time the transfer of the unit to Exelon Generation Company, LLC is effected and thereafter, is subject to the following:~~

- ~~(1) The decommissioning trust agreement must be in a form acceptable to the NRC.~~
- ~~(2) With respect to the decommissioning trust fund, investments in the securities or other obligations of Exelon Corporation or affiliates thereof, or their successors or assigns are prohibited. Except for investments tied to market indexes or other non nuclear sector mutual funds, investments in any entity owning one or more nuclear power plants are prohibited.~~
- ~~(3) The decommissioning trust agreement for Dresden, Unit 3, must provide that no disbursements or payments from the trust shall be made by the trustee unless the trustee has first given the Director of the Office of Nuclear Reactor Regulation 30 days prior written notice of payment. The decommissioning trust agreement shall further contain a provision that no disbursements or payments from the trust shall be made if the trustee receives prior written notice of objection from the NRC.~~
- ~~(4) The decommissioning trust agreement must provide that the agreement can not be amended in any material respect without 30 days prior written notification to the Director of the Office of Nuclear Reactor Regulation.~~
- ~~(5) The appropriate section of the decommissioning trust agreement shall state that the trustee, investment advisor, or anyone else directing the investments made in the trust shall adhere to a "prudent investor" standard, as specified in 18 CFR 35.32(a)(3) of the Federal Energy Regulatory Commission's regulations.~~

Deleted.

- U. ~~Exelon Generation Company, LLC shall take all necessary steps to ensure that the decommissioning trust is maintained in accordance with the application for approval of the transfer of the Dresden, Unit 3, license and the requirements of the Order approving the transfer, and consistent with the safety evaluation supporting the Order.~~

- V. Exelon Generation Company, LLC shall relocate certain Technical Specification requirements to EGC-controlled documents upon implementation of the Amendment No. 180. The items and appropriate documents are as described in Table LA, "Removal of Details Matrix," and Table R, "Relocated Specifications,"

ATTACHMENT 2
Proposed Facility Operating Licenses (Marked-Up Pages)

2.5 James A. FitzPatrick Nuclear Power Plant
Renewed Facility Operating License No. DRP-59

Revised Operating License

Page 7

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O. DELETED

DELETED

P. ~~For purposes of ensuring public health and safety, Exelon Generation Company, upon the transfer of this license to it, and upon transfer of decommissioning funds from ENF to Exelon Generation Company shall provide decommissioning funding assurance for the facility, to be held in a decommissioning trust fund for the facility by the prepayment or equivalent method, of no less than the amount required under NRC regulations at 10 CFR 50.75. Any amount held in any decommissioning trust maintained by Exelon Generation Company for the facility after the transfer of the facility license to Exelon Generation Company may be credited towards the amount required under this paragraph.~~

DELETED

Q. ~~Exelon Generation Company shall take all necessary steps to ensure that the decommissioning trust is maintained in accordance with the application for the transfer of this license to Exelon Generation Company, and the requirements of the order approving the transfer and order approving the transfer of decommissioning funds from PASNY to Entergy Nuclear Operations, Inc., and consistent with the safety evaluations supporting such orders.~~

R. Mitigation Strategy License Condition

Develop and maintain strategies for addressing large fires and explosions and that include the following key areas:

- (a) Fire fighting response strategy with the following elements:
 - 1. Pre-defined coordinated fire response strategy and guidance
 - 2. Assessment of mutual aid fire fighting assets
 - 3. Designated staging areas for equipment and materials
 - 4. Command and control
 - 5. Training of response personnel
- (b) Operations to mitigate fuel damage considering the following:
 - 1. Protection and use of personnel assets
 - 2. Communications
 - 3. Minimizing fire spread
 - 4. Procedures for implementing integrated fire response strategy
 - 5. Identification of readily-available pre-staged equipment
 - 6. Training on integrated fire response strategy
 - 7. Spent fuel pool mitigation measures
- (c) Actions to minimize release to include consideration of:
 - 1. Water spray scrubbing
 - 2. Dose to onsite responders

ATTACHMENT 2
Proposed Facility Operating Licenses (Marked-Up Pages)

2.6 R.E. Ginna Nuclear Power Plant
Facility Operating License No. DRP-18

Revised Operating License

Page 6

3. The licensee shall complete the implementation items listed in LAR Attachment S, Table S-3, "Implementation Items," of Exelon Generation letter dated June 11, 2015, as modified by Exelon Generation letter dated June 30, 2017, except Implementation Items 9, 10, 11, 12, 13, 14, 15, 19, 21, 23, and 24, by 180 days after NRC approval unless that date falls within a scheduled refueling outage, then implementation will occur 60 days after startup from that scheduled refueling outage. Implementation Items 9, 10, 11, 12, 13, 14, 15, 19, 21, 23, and 24 are associated with modifications described in Table S-2 and will be completed once the related modifications are installed and validated in the PRA model.

(4) Deleted

(5) Deleted

(6) Deleted

Deleted

(7) ~~License Transfer~~

~~(a) On the closing date of the transfer of the facility, Ginna LLC shall obtain from RG&E the greater of (1) \$200,791,928 or (2) the amount necessary to meet the minimum formula amount under 10 CFR 50.75 calculated as of the date of closing for decommissioning funding assurance for the facility, and ensure the deposit of such funds into a decommissioning trust for the facility established by Ginna LLC.~~

~~(b) The decommissioning trust agreement must be in a form acceptable to the NRC.~~

~~(c) Ginna LLC shall take all necessary steps to ensure that the decommissioning trust is maintained in accordance with the application and the requirements of the Order approving license transfer, and shall be consistent with the Safety Evaluation supporting that Order.~~

(8) Mitigation Strategy

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

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

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

ATTACHMENT 2
Proposed Facility Operating Licenses (Marked-Up Pages)

2.7 LaSalle County Station, Units 1 and 2
Renewed Facility Operating License Nos. NPF-11 and NPF-18

Revised Operating License

LaSalle Unit 1

Page 7

LaSalle Unit 2

Page 6
Page 7

Deleted.

Am. 146
01/12/01

(39)

~~Exelon Generation Company, LLC shall have decommissioning trust funds, for LaSalle Unit 1, in the following minimum amount, when LaSalle, Unit 1, is transferred to Exelon Generation Company, LLC:~~

Deleted.

Am. 146
01/12/01

(40)

~~LaSalle, Unit 1~~

~~\$226,262,522~~

~~The decommissioning trust agreement for LaSalle, Unit 1, at the time the transfer of the unit to Exelon Generation Company (EGC), LLC is effected and thereafter, is subject to the following:~~

- ~~(a) The decommissioning trust agreement must be in a form acceptable to the NRC.~~
- ~~(b) With respect to the decommissioning trust fund, investments in the securities or other obligations of Exelon Corporation or affiliates thereof, or their successors or assigns are prohibited. Except for investments tied to market indexes or other non-nuclear sector mutual funds, investments in any entity owning one or more nuclear power plants are prohibited.~~
- ~~(c) The decommissioning trust agreement for LaSalle, Unit 1, must provide that no disbursements or payments from the trust shall be made by the trustee unless the trustee has first given the Director of the Office of Nuclear Reactor Regulation, 30 days prior written notice of payment. The decommissioning trust agreement shall further contain a provision that no disbursements or payments from the trust shall be made if the trustee receives prior written notice of objection from the NRC.~~
- ~~(d) The decommissioning trust agreement must provide that the agreement can not be amended in any material respect without 30 days prior written notification to the Director of the Office of Nuclear Reactor Regulation.~~
- ~~(e) The appropriate section of the decommissioning trust agreement shall state that the trustee, investment advisor, or anyone else directing the investments made in the trust shall adhere to a "prudent investor" standard, as specified in 18 CFR 35.32(a)(3) of the Federal Energy Regulatory Commission's regulations.~~

Deleted.

Am. 146
01/12/01

(41)

~~Exelon Generation Company, LLC shall take all necessary steps to ensure that the decommissioning trust is maintained in accordance with the application for approval of the transfer of the LaSalle, Unit 1, license and the requirements of the Order approving the transfer, and consistent with the safety evaluation supporting the Order.~~

(42)

~~DELETED~~

(20) DELETED

Am. 133
03/30/01

(21) Deleted.

Am. 132
01/12/01

(22) EGC shall provide the Director of the Office of Nuclear Reactor Regulation a copy of any application, at the time it is filed, to transfer (excluding grants of security interests or liens) from EGC to its direct or indirect parent, or to any other affiliated company, facilities for the production, transmission, or distribution of electric energy having a depreciated book value exceeding ten percent (10%) of EGC's consolidated net utility plant, as recorded on EGC's books of account.

Deleted.

Am. 132
01/12/01

(23) ~~EGC shall have decommissioning trust funds for LaSalle, Unit 2, in the following minimum amount, when LaSalle, Unit 2, is transferred to EGC:~~

Deleted.

~~LaSalle, Unit 2~~

~~\$221,885,059~~

Am. 132
01/12/01

(24) ~~The decommissioning trust agreement for LaSalle, Unit 2, at the time the transfer of the unit to EGC is effected and thereafter, is subject to the following:~~

- ~~(a) The decommissioning trust agreement must be in a form acceptable to the NRC.~~
- ~~(b) With respect to the decommissioning trust fund, investments in the securities or other obligations of Exelon Corporation or affiliates thereof, or their successors or assigns are prohibited. Except for investments tied to market indexes or other non-nuclear sector mutual funds, investments in any entity owning one or more nuclear power plants are prohibited.~~
- ~~(c) The decommissioning trust agreement for LaSalle, Unit 2, must provide that no disbursements or payments from the trust shall be made by the trustee unless the trustee has first given the Director of the Office of Nuclear Reactor Regulation, 30 days prior written notice of payment. The decommissioning trust agreement shall further contain a provision that no disbursements or payments from the trust shall be made if the trustee receives prior written notice of objection from the NRC.~~
- ~~(d) The decommissioning trust agreement must provide that the agreement cannot be amended in any material respect without 30 days prior written notification to the Director of the Office of Nuclear Reactor Regulation.~~

- (e) ~~The appropriate section of the decommissioning trust agreement shall state that the trustee, investment advisor, or anyone else directing the investments made in the trust shall adhere to a "prudent investor" standard, as specified in 18 CFR 35.32(a)(3) of the Federal Energy Regulatory Commission's regulations.~~

Deleted.

~~Am. 132
01/12/01~~

- (25) ~~EGC shall take all necessary steps to ensure that the decommissioning trust is maintained in accordance with the application for approval of the transfer of the LaSalle, Unit 2, license and the requirements of the Order approving the transfer, and consistent with the safety evaluation supporting the Order.~~

(26) DELETED

(27) DELETED

Letter dated
08/09/07

- (28) Mitigation Strategy License Condition

Develop and maintain strategies for addressing large fires and explosions and that include the following key areas:

- (a) Fire fighting response strategy with the following elements:
1. Pre-defined coordination fire response strategy and guidance
 2. Assessment of mutual aid fire fighting assets
 3. Designated staging areas for equipment and materials
 4. Command and control
 5. Training of response personnel
- (b) Operations to mitigate fuel damage considering the following:
1. Protection and use of personnel assets
 2. Communications
 3. Minimizing fire spread
 4. Procedures for implementing integrated fire response strategy
 5. Identification of readily-available pre-staged
 6. Training or integrated fire response strategy
 7. Spent fuel pool mitigation measures

ATTACHMENT 2
Proposed Facility Operating Licenses (Marked-Up Pages)

2.8 Limerick Generating Station, Units 1 and 2
Renewed Facility Operating License Nos. NPF-39 and NPF-85

Revised Operating License

Limerick Unit 1

Page 5
Page 6

Limerick Unit 2

Page 5
Page 6

(16) Additional Conditions

The Additional Conditions contained in Appendix C, as revised through Amendment No. 230, are hereby incorporated into this renewed license. Exelon Generation Company shall operate the facility in accordance with the Additional Conditions.

- (17) Exelon Generation Company shall provide to the Director of the Office of Nuclear Reactor Regulation a copy of any application, at the time it is filed, to transfer (excluding grants of security interests or liens) from Exelon Generation Company to its direct or indirect parent, or to any other affiliated company, facilities for the production, transmission, or distribution of electric energy having a depreciated book value exceeding ten percent (10%) of Exelon Generation Company's consolidated net utility plant, as recorded on Exelon Generation Company's books of account.

Deleted.

- (18) ~~Exelon Generation Company shall have decommissioning trust funds for Limerick, Unit 1, in the following minimum amount, when Limerick, Unit 1, is transferred to Exelon Generation Company:~~

Deleted.

Limerick, Unit 1	\$94,127,446
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- (19) ~~The decommissioning trust agreement for Limerick, Unit 1, at the time the transfer of the unit to Exelon Generation Company is effected and thereafter, is subject to the following:~~

- (a) ~~The decommissioning trust agreement must be in a form acceptable to the NRC.~~
- (b) ~~With respect to the decommissioning trust fund, investments in the securities or other obligations of Exelon Corporation or affiliates thereof, or their successors or assigns are prohibited. Except for investments tied to market indexes or other non-nuclear sector mutual funds, investments in any entity owning one or more nuclear power plants are prohibited.~~
- (c) ~~The decommissioning trust agreement for Limerick, Unit 1, must provide that no disbursements or payments from the trust shall be made by the trustee unless the trustee has first given the Director of the Office of Nuclear Reactor Regulation 30 days prior written notice of payment. The decommissioning trust agreement shall further contain a provision that no disbursements or payments from the trust shall be made if the trustee receives prior written notice of objection from the NRC.~~

~~(d) The decommissioning trust agreement must provide that the agreement can not be amended in any material respect without 30 days prior written notification to the Director of the Office of Nuclear Reactor Regulation.~~

~~(e) The appropriate section of the decommissioning trust agreement shall state that the trustee, investment advisor, or anyone else directing the investments made in the trust shall adhere to a "prudent investor" standard, as specified in 18 CFR 35.32(a)(3) of the Federal Energy Regulatory Commission's regulations.~~

Deleted.

(20) ~~Exelon Generation Company shall take all necessary steps to ensure that the decommissioning trust is maintained in accordance with the application for approval of the transfer of Limerick, Unit 1, renewed license and the requirements of the Order approving the transfer, and consistent with the safety evaluation supporting the Order.~~

(21) Mitigation Strategy License Condition

Develop and maintain strategies for addressing large fires and explosions and that include the following key areas:

- (a) Fire fighting response strategy with the following elements:
 - 1. Pre-defined coordinated fire response strategy and guidance
 - 2. Assessment of mutual aid fire fighting assets
 - 3. Designated staging areas for equipment and materials
 - 4. Command and control
 - 5. Training of response personnel
- (b) Operations to mitigate fuel damage considering the following:
 - 1. Protection and use of personnel assets
 - 2. Communications
 - 3. Minimizing fire spread
 - 4. Procedures for implementing integrated fire response strategy
 - 5. Identification of readily-available pre-staged equipment
 - 6. Training on integrated fire response strategy
 - 7. Spent fuel pool mitigation measures
- (c) Actions to minimize release to include consideration of:
 - 1. Water spray scrubbing
 - 2. Dose to onsite responders

Deleted.

- (6) ~~Exelon Generation Company shall have decommissioning trust funds for Limerick, Unit 2, in the following minimum amount, when Limerick, Unit 2, is transferred to Exelon Generating Company:~~

Deleted.

Limerick, Unit 2	\$59,687,081
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- (7) ~~The decommissioning trust agreement for Limerick, Unit 2, at the time the transfer of the unit to Exelon Generation Company is effected and thereafter, is subject to the following:~~
- ~~(a) The decommissioning trust agreement must be in a form acceptable to the NRC.~~
 - ~~(b) With respect to the decommissioning trust fund, investments in the securities or other obligations of Exelon Corporation or affiliates thereof, or their successors or assigns are prohibited. Except for investments tied to market indexes or other non-nuclear sector mutual funds, investments in any entity owning one or more nuclear power plants are prohibited.~~
 - ~~(c) The decommissioning trust agreement for Limerick, Unit 2, must provide that no disbursements or payments from the trust shall be made by the trustee unless the trustee has first given the Director of the Office of Nuclear Reactor Regulation 30 days prior written notice of payment. The decommissioning trust agreement shall further contain a provision that no disbursements or payments from the trust shall be made if the trustee receives prior written notice of objection from the NRC.~~
 - ~~(d) The decommissioning trust agreement must provide that the agreement can not be amended in any material respect without 30 days prior written notification to the Director of the Office of Nuclear Reactor Regulation.~~
 - ~~(e) The appropriate section of the decommissioning trust agreement shall state that the trustee, investment advisor, or anyone else directing the investments made in the trust shall adhere to a "prudent investor" standard, as specified in 18 CFR 35.32(a)(3) of the Federal Energy Regulatory Commission's regulations.~~

Deleted.

- (8) ~~Exelon Generation Company shall take all necessary steps to ensure that the decommissioning trust is maintained in accordance with the application for approval of the transfer of Limerick, Unit 2, license and the requirements of the Order approving the transfer, and consistent with the safety evaluation supporting the Order.~~

(9) Mitigation Strategy License Condition

Develop and maintain strategies for addressing large fires and explosions and that include the following key areas:

- (a) Fire fighting response strategy with the following elements:
 - 1. Pre-defined coordinated fire response strategy and guidance
 - 2. Assessment of mutual aid fire fighting assets
 - 3. Designated staging areas for equipment and materials
 - 4. Command and control
 - 5. Training of response personnel
 - (b) Operations to mitigate fuel damage considering the following:
 - 1. Protection and use of personnel assets
 - 2. Communications
 - 3. Minimizing fire spread
 - 4. Procedures for implementing integrated fire response strategy
 - 5. Identification of readily-available pre-staged equipment
 - 6. Training on integrated fire response strategy
 - 7. Spent fuel pool mitigation measures
 - (c) Actions to minimize release to include consideration of:
 - 1. Water spray scrubbing
 - 2. Dose to onsite responders
- (10) The licensee shall implement and maintain all Actions required by Attachment 2 to NRC Order EA-06-137, issued June 20, 2006, except the last action that requires incorporation of the strategies into the site security plan, contingency plan, emergency plan and/or guard training and qualification plan, as appropriate.

ATTACHMENT 2
Markup of Proposed Technical Specifications Pages

2.9 Nine Mile Point Nuclear Station, Units 1 and 2
Renewed Facility Operating License Nos. DPR-63 and DPR-69

Revised Operating License

Nine Mile Point Unit 1

Page 8
Page 9

Nine Mile Point Unit 2

Page 6
Page 7
Page 8

- (b) NMP LLC shall restore the facility to a condition consistent with the FSAR or provide a change to the FSAR criteria for staff review and approval prior to restart from the forthcoming Cycle 8 outage.

Deleted.

(9)

~~On the closing date of the transfer of Nine Mile Point Nuclear Station, Unit No. 1 (NMP-1) to it, NMP LLC shall: (1) obtain from the transferor all of its accumulated decommissioning trust funds for NMP-1, and (2) receive a parent company guarantee pursuant to 10 CFR 50.75(e)(1)(iii)(B) (to be updated annually) in a form acceptable to the NRC and in an amount which, when combined with the decommissioning trust funds for NMP-1, equals or exceeds the total amount required for NMP-1 pursuant to 10 CFR 50.75(b) and (c).~~

Deleted.

(10)

~~The decommissioning trust agreement for NMP-1, at the time any subject direct transfer is effected and thereafter, is subject to the following:~~

- ~~a. The decommissioning trust agreement must be in a form acceptable to the NRC.~~
- ~~b. With respect to the decommissioning trust funds, investments in the securities or other obligations of Constellation Energy Group, Inc., New Controlled, or their affiliates, successors, or assigns, are and shall be prohibited. Except for investments tied to market indexes or other non-nuclear sector mutual funds, investments in any entity owning one or more nuclear power plants are and shall be prohibited.~~
- ~~c. The decommissioning trust agreement must provide that no disbursements or payments from the trusts, other than for ordinary administrative expenses, shall be made by the trustee unless the trustee has first given the NRC 30 days prior written notice of the payment. The decommissioning trust agreement shall further contain a provision that no disbursements or payments from the trusts shall be made if the trustee receives prior written notice of objection from the Director of the Office of Nuclear Reactor Regulation.~~
- ~~d. The decommissioning trust agreement must provide that the agreement cannot be amended in any material respect without 30 days prior written notification to the Director of the Office of Nuclear Reactor Regulation.~~
- ~~e. The appropriate section of the decommissioning trust agreement shall state that the trustee, investment advisor, or anyone else directing the investments made in the trusts shall adhere to a prudent investor standard, as specified in 18 CFR 35.32(a)(3) of the Federal Energy Regulatory Commission's regulations.~~

Deleted.

- (11) ~~NMP LLC shall take all necessary steps to ensure that the decommissioning trusts are maintained in accordance with the Application for approval of the transfer of the NMP-1 license to NMP LLC (Application), the requirements of the Order approving the transfer, and the related safety evaluation.~~

Deleted.

- (12) ~~At the time of the transfer of NMP-1 to NMP LLC, NMP LLC shall enter or shall have entered into an intercompany credit agreement with Constellation Energy Group (CEG), Inc. or New Controlled, whichever entity is the ultimate parent of NMP LLC at that time, in the form and on the terms represented in the Application for license transfer. Should New Controlled become the ultimate parent of NMP LLC following the direct transfer of the license to NMP LLC, NMP LLC shall enter or shall have entered into a substantially identical intercompany credit agreement with New Controlled at the time New Controlled becomes the ultimate parent; in such case, any existing intercompany credit agreement with CEG, Inc. may be canceled once the intercompany credit agreement with New Controlled is established. Except as otherwise provided above, NMP LLC shall take no action to void, cancel, or modify any intercompany credit agreement referenced above, without the prior written consent of the Director of the Office of Nuclear Reactor Regulation.~~

(13) Mitigation Strategy License Condition

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

- a. Fire fighting response strategy with the following elements:
 - (1) Pre-defined coordinated fire response strategy and guidance
 - (2) Assessment of mutual aid fire fighting assets
 - (3) Designated staging areas for equipment and materials
 - (4) Command and control
 - (5) Training of response personnel
- b. Operations to mitigate fuel damage considering the following:
 - (1) Protection and use of personnel assets
 - (2) Communications
 - (3) Minimizing fire spread
 - (4) Procedures for implementing integrated fire response strategy
 - (5) Identification of readily-available pre-staged equipment
 - (6) Training on integrated fire response strategy
 - (7) Spent fuel pool mitigation measures

(10) Additional Condition 1

The operating licensee is authorized by Amendment No. 91 to relocate certain Technical Specification requirements previously included in Appendix A to licensee-controlled documents, as described in Table R, Relocated Specifications and Removal of Details Matrix, attached to the NRC Staff's safety evaluation dated February 15, 2000, enclosed with the amendment. Implementation of Amendment No. 91 shall include the relocation of these requirements to the appropriate documents, which shall be completed no later than December 31, 2000. The relocations to the Updated Safety Analysis Report shall be reflected in updates completed in accordance with 10 CFR 50.71(e).

(11) Additional Condition 2

The schedule for performing Surveillance Requirements (SRs) that are new or revised in Amendment No. 91 shall be as follows:

For SRs that are new in this amendment, the first performance is due at the end of the first surveillance interval that begins on the date of implementation of this amendment.


For SRs that existed prior to this amendment whose intervals of performance are being reduced, the first reduced surveillance interval begins upon completion of the first surveillance performed after implementation of this amendment.

For SRs that existed prior to this amendment that have modified acceptance criteria, the first performance is due at the end of the first surveillance interval that began on the date the surveillance was last performed prior to the implementation of this amendment.

For SRs that existed prior to this amendment whose intervals of performance are being extended, the first extended surveillance interval begins upon completion of the last surveillance performed prior to the implementation of this amendment.

(11a) Deleted

Deleted.

- (12)  ~~On the closing date(s) of the transfer of the NMPC, RG&E, CHGEC, and NYSEG interests in NMP-2 to it, Nine Mile Point Nuclear Station, LLC shall: (1) obtain from the transferors then transferring their interests all of their accumulated decommissioning trust funds for NMP-2, and (2)~~

~~receive a parent company guarantee pursuant to 10 CFR 50.75(c)(1)(iii)(B) (to be updated annually) in a form acceptable to the NRC and in an amount which, when combined with the decommissioning trust funds for NMP-2 that have been transferred, equals or exceeds the total amounts for NMP LLC's then resulting total ownership share of NMP-2, respectively, pursuant to 10 CFR 50.75(b) and (c).~~

Deleted.

(13) ~~↓ The decommissioning trust agreement for NMP-2, at the time any subject direct transfer is effected and thereafter, is subject to the following:~~

- ~~a. The decommissioning trust agreement must be in a form acceptable to the NRC.~~
- ~~b. With respect to the decommissioning trust funds, investments in the securities or other obligations of Constellation Energy Group, Inc., New Controlled, or their affiliates, successors, or assigns, are and shall be prohibited. Except for investments tied to market indexes or other non-nuclear sector mutual funds, investments in any entity owning one or more nuclear power plants are and shall be prohibited.~~
- ~~c. The decommissioning trust agreement must provide that no disbursements of payments from the trusts, other than for ordinary administrative expenses, shall be made by the trustee unless the trustee has given the NRC 30 days prior written notice of the payment. The decommissioning trust agreement shall further contain a provision that no disbursements or payments from the trusts shall be made if the trustee receives prior written notice of objection from the Director of the Office of Nuclear Reactor Regulation.~~
- ~~d. The decommissioning trust agreement must provide that the agreement cannot be amended in any material respect without 30 days prior written notification to the Director of the Office of Nuclear Reactor Regulation.~~
- ~~e. The appropriate section of the decommissioning trust agreement shall state that the trustee, investment advisor, or anyone else directing the investments made in the trusts shall adhere to a "prudent investor" standard, as specified in 18 CFR 35.32(a)(3) of the Federal Energy Regulatory Commission's regulations.~~

Deleted.

(14) ~~↓ NMP LLC shall take all necessary steps to ensure that the decommissioning trusts are maintained in accordance with the Application for approval of the transfer of the Unit 2 license to NMP LLC (Application), the requirements of the Order approving the transfer, and the related safety evaluation.~~

Deleted.

- (15) ~~At the time any subject direct transfer is effected, NMP LLC shall enter or shall have entered into an intercompany credit agreement with Constellation Energy Group (CEG), Inc., or New Controlled, whichever entity is the ultimate parent of NMP LLC at that time, in the form and on the terms represented in the Application for license transfer. Should New Controlled become the ultimate parent of NMP LLC following the direct transfer of the license to NMP LLC, NMP LLC shall enter or shall have entered into a substantially identical intercompany credit agreement with New Controlled at the time New Controlled becomes the ultimate parent; in such case, any existing intercompany credit agreement with CEG, Inc. may be canceled once the intercompany credit agreement with New Controlled is established. Except as otherwise provided above, NMP LLC shall take no action to void, cancel, or modify any intercompany credit agreement referenced above, without the prior written consent of the Director of the Office of Nuclear Reactor Regulation.~~

(16) Reactor Vessel Integrated Surveillance Program

NMP LLC is authorized to revise the Updated Safety Analysis Report (USAR) to allow implementation of the Boiling Water Reactor Vessel and Internals Project reactor pressure vessel Integrated Surveillance Program as the basis for demonstrating compliance with the requirements of Appendix H to Title 10 of the *Code of Federal Regulations*, Part 50, "Reactor Vessel Material Surveillance Program Requirements," as set forth in the licensee's application dated January 9, 2004, and as supplemented on June 17, 2004.

(17) Mitigation Strategy License Condition

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

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

ATTACHMENT 2
Markup of Proposed Technical Specifications Pages

2.10 Peach Bottom Atomic Power Station, Units 1, 2 and 3
Facility Operating License No. DRP-12
Renewed Facility Operating License Nos. DPR-44 and DPR-56

Revised Operating License

Peach Bottom Unit 1

Page 3

Peach Bottom Unit 2

Page 4
Page 5

Peach Bottom Unit 3

Page 4
Page 5
Page 6

Deleted.

- (5) ~~The decommissioning trust agreement for Peach Bottom, Unit 1 at the time the transfer of the unit to Exelon Generation Company, LLC is effected and, thereafter, is subject to the following:~~
- ~~(a) The decommissioning trust agreement must be in a form acceptable to the NRC.~~
 - ~~(b) With respect to the decommissioning trust fund, investments in the securities or other obligations of Exelon Corporation or affiliates thereof, or their successors or assigns are prohibited. Except for investments tied to market indexes or other non-nuclear sector mutual funds, investments in any entity owning one or more nuclear power plants are prohibited.~~
 - ~~(c) The decommissioning trust agreement for Peach Bottom, Unit 1, must provide that no disbursements or payments from the trust shall be made by the trustee unless the trustee has first given the Director of the Office of Nuclear Material Safety and Safeguards 30 days prior written notice of payment. The decommissioning trust agreement shall further contain a provision that no disbursements or payments from the trust shall be made if the trustee receives prior written notice of objections from the NRC.~~
 - ~~(d) The decommissioning trust agreement must provide that the agreement cannot be amended in any material respect without 30 days prior written notification to the Director of the Office of Nuclear Material Safety and Safeguards.~~
 - ~~(e) The appropriate section of the decommissioning trust agreement shall state that the trustee, investment advisor, or anyone else directing the investments made in the trust shall adhere to a "prudent investor" standard, as specified in 18 CFR 35.32(a)(3) of the Federal Energy Regulatory Commission's regulations.~~

Deleted.

- (6) ~~Exelon Generation Company shall take all necessary steps to ensure that the decommissioning trust is maintained in accordance with the application for approval of the transfer of the Peach Bottom, Unit 1, license and the requirements of the Order approving the transfer, and consistent with the safety evaluation supporting the Order.~~

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

(5) Public Service Electric & Gas Company (PSE&G) to PSEG Nuclear License Transfer Conditions

Deleted.

(a) ~~PSEG Nuclear shall take all necessary steps to ensure that the decommissioning trust is maintained in accordance with the application, the requirements of the Order Approving Transfer of License and Conforming Amendment, dated August 21, 2000, and the related Safety Evaluation dated February 16, 2000.~~

Deleted.

(b) ~~The decommissioning trust agreement shall provide that:~~

- ~~1) The use of assets in both the qualified and nonqualified funds shall be limited to expenses related to decommissioning of the unit as defined by the NRC in its regulations and issuances, and as provided in the unit's license and any amendments thereto. However, upon completion of decommissioning, as defined above, the assets may be used for any purpose authorized by law.~~
- ~~2) Investments in the securities or other obligations of PSE&G or affiliates thereof, or their successors or assigns, shall be prohibited. In addition, except for investments tied to market indexes or other non-nuclear sector mutual funds, investments in any entity owning one or more nuclear power plants shall be prohibited.~~
- ~~3) No disbursements or payments from the trust shall be made by the trustee until the trustee has first given the NRC 30 days notice of the payment. In addition, no disbursements or payments from the trust shall be made if the trustee receives prior written notice of objection from the Director, Office of Nuclear Reactor Regulation.~~
- ~~4) The trust agreement shall not be modified in any material respect without prior written notification to the Director, Office of Nuclear Reactor Regulation.~~
- ~~5) The trustee, investment advisor, or anyone else directing the investments made in the trust shall adhere to a "prudent investor" standard, as specified in 18 CFR 35.32(3) of the Federal Energy Regulatory Commission's regulations.~~

(c) PSEG Nuclear shall not take any action that would cause PSEG Power LLC or its parent companies to void, cancel, or diminish the commitment to fund an extended plant shutdown as represented in the application for approval of the transfer of this license from PSE&G to PSEG Nuclear.

(6) Exelon Generation Company shall provide to the Director of the Office of

Nuclear Reactor Regulation a copy of any application, at the time it is filed, to transfer (excluding grants of security interests or liens) from Exelon Generation Company to its direct or indirect parent, or to any other affiliated company, facilities for the production, transmission, or distribution of electric energy having a depreciated book value exceeding ten percent (10%) of Exelon Generation Company's consolidated net utility plant, as recorded on Exelon Generation Company's books of account.

Deleted.

(7)

~~Exelon Generation Company shall have decommissioning trust funds for Peach Bottom, Unit 2, in the following minimum amount, when Peach Bottom, Unit 2, is transferred to Exelon Generation Company:~~

Deleted.

(8)

Peach Bottom, Unit 2	\$71,250,231
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~~The decommissioning trust agreement for Peach Bottom, Unit 2, at the time the transfer of the unit to Exelon Generation Company is effected and thereafter, is subject to the following:~~

- ~~(a) The decommissioning trust agreement must be in a form acceptable to the NRC.~~
- ~~(b) With respect to the decommissioning trust fund, investments in the securities or other obligations of Exelon Corporation or affiliates thereof, or their successors or assigns shall be prohibited. Except for investments tied to market indexes or other non-nuclear sector mutual funds, investments in any entity owning one or more nuclear power plants shall be prohibited.~~
- ~~(c) The decommissioning trust agreement for Peach Bottom, Unit 2, must provide that no disbursements or payments from the trust shall be made by the trustee unless the trustee has first given the Director, Office of Nuclear Reactor Regulation, 30 days prior written notice of payment. The decommissioning trust agreement shall further contain a provision that no disbursements or payments from the trust shall be made if the trustee receives prior written notice of objection from the NRC.~~
- ~~(d) The decommissioning trust agreement must provide that the agreement cannot be amended in any material respect without 30 days prior written notification to the Director of the Office of Nuclear Reactor Regulation.~~
- ~~(e) The appropriate section of the decommissioning trust agreement shall state that the trustee, investment advisor, or anyone else directing the investments made in the trust shall adhere to a "prudent investor" standard, as specified in 18 CFR 35.32(a)(3) of the Federal Energy Regulatory Commission's regulations.~~

Deleted.

(9)

~~Exelon Generation Company shall take all necessary steps to ensure that the decommissioning trust is maintained in accordance with the application for approval of the transfer of the Peach Bottom, Unit 2, license and the requirements of the Order approving the transfer, and consistent with the safety evaluation supporting the Order.~~

(4) Fire Protection

The Exelon Generation Company shall implement and maintain in effect all provisions of the approved fire protection program as described in the Updated Final Safety Analysis Report for the facility, and as approved in the NRC Safety Evaluation Report (SER) dated May 23, 1979, and Supplements dated August 14, September 15, October 10 and November 24, 1980, and in the NRC SERs dated September 16, 1993, and August 24, 1994, subject to the following provision:

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

(5) Public Service Electric & Gas Company (PSE&G) to PSEG Nuclear License Transfer Conditions

Deleted.

(a) ~~✓ PSEG Nuclear, shall take all necessary steps to ensure that the decommissioning trust is maintained in accordance with the application, the requirements of the Order Approving Transfer of License and Conforming Amendment, dated August 21, 2000, and the related Safety Evaluation dated February 16, 2000.~~

Deleted.

(b) ~~✓ The decommissioning trust agreement shall provide that:~~

- ~~1) The use of assets in both the qualified and nonqualified funds shall be limited to expenses related to decommissioning of the unit as defined by the NRC in its regulations and issuances, and as provided in the unit's license and any amendments thereto. However, upon completion of decommissioning, as defined above, the assets may be used for any purpose authorized by law.~~
- ~~2) Investments in the securities or other obligations of PSE&G or affiliates thereof, or their successors or assigns, shall be prohibited. In addition, except for investments tied to market indexes or other non-nuclear sector mutual funds, investments in any entity owning one or more nuclear power plants shall be prohibited.~~
- ~~3) No disbursements or payments from the trust shall be made by the trustee until the trustee has first given the NRC 30 days notice of the payment. In addition, no disbursements or payments from the trust shall be made if the trustee receives prior written notice of objection from the Director, Office of Nuclear Reactor Regulation.~~
- ~~4) The trust agreement shall not be modified in any material respect without prior written notification to the Director, Office of Nuclear Reactor Regulation.~~
- ~~5) The trustee, investment advisor, or anyone else directing the investments made in the trust shall adhere to a "prudent investor" standard, as specified in 18 CFR 35.32(3) of the Federal Energy Regulatory Commission's regulations.~~

(c) PSEG Nuclear, shall not take any action that would cause PSEG

Power, LLC or its parent companies to void, cancel, or diminish the commitment to fund an extended plant shutdown as represented in the application for approval of the transfer of this license from PSE&G to PSEG Nuclear.

- (6) Exelon Generation Company shall provide to the Director of the Office of Nuclear Reactor Regulation a copy of any application, at the time it is filed, to transfer (excluding grants of security interests or liens) from Exelon Generation Company to its direct or indirect parent, or to any other affiliated company, facilities for the production, transmission, or distribution of electric energy having a depreciated book value exceeding ten percent (10%) of Exelon Generation Company's consolidated net utility plant, as recorded on Exelon Generation Company's books of account.

Deleted.

- (7) ~~Exelon Generation Company shall have decommissioning trust funds for Peach Bottom, Unit No. 3, in the following minimum amount, when Peach Bottom, Unit No. 3, is transferred to Exelon Generation Company:~~

Deleted.

~~Peach Bottom, Unit No. 3 \$73,497,654~~

- (8) ~~The decommissioning trust agreement for Peach Bottom, Unit No. 3, at the time the transfer of the unit to Exelon Generation Company is effected and thereafter, is subject to the following:~~

- ~~(a) The decommissioning trust agreement must be in a form acceptable to the NRC.~~
- ~~(b) With respect to the decommissioning trust fund, investments in the securities or other obligations of Exelon Corporation or affiliates thereof, or their successors or assigns shall be prohibited. Except for investments tied to market indexes or other non-nuclear sector mutual funds, investments in any entity owning one or more nuclear power plants shall be prohibited.~~
- ~~(c) The decommissioning trust agreement for Peach Bottom, Unit No. 3, must provide that no disbursements or payments from the trust shall be made by the trustee unless the trustee has first given the Director of the Office of Nuclear Reactor Regulation 30 days prior written notice of payment. The decommissioning trust agreement shall further contain a provision that no disbursements or payments from the trust shall be made if the trustee receives prior written notice of objection from the NRC.~~
- ~~(d) The decommissioning trust agreement must provide that the agreement cannot be amended in any material respect without 30 days prior written notification to the Director of the Office of Nuclear Reactor Regulation.~~
- ~~(e) The appropriate section of the decommissioning trust agreement shall state that the trustee, investment advisor, or anyone else directing the investments made in the trust shall adhere to a "prudent investor" standard, as specified in 18 CFR 35.32(a)(3) of the Federal Energy Regulatory Commission's regulations.~~

Deleted.

- (9) ~~Exelon Generation Company shall take all necessary steps to ensure that the decommissioning trust is maintained in accordance with the application for approval of the transfer of the Peach Bottom, Unit No. 3, license and the requirements of the Order approving the transfer, and consistent with the safety evaluation supporting the Order.~~

(10) Additional Conditions of the Renewed License

(1) Updated Final Safety Analysis Report

The Updated Final Safety Analysis Report supplement, as revised on January 31, 2003, shall be included in the next scheduled update to the Updated Final Safety Analysis Report required by 10 CFR 50.71(e)(4) following the issuance of this renewed license. Until that update is complete, the Exelon Generation Company may make changes to the programs described in the supplement without prior Commission approval, provided that the Exelon Generation Company evaluates each such change pursuant to the criteria set forth in 10 CFR 50.59 and otherwise complies with the requirements in that section.

(2) Future Inspection Activities

The Exelon Generation Company Updated Final Safety Analysis Report supplement submitted pursuant to 10 CFR 54.21(d), as revised on January 31, 2003, describes certain future inspection activities to be completed before the period of extended operation. The Exelon Generation Company shall complete these activities no later than July 2, 2014, and shall notify the NRC in writing when implementation of these activities is complete and can be verified by NRC inspection.

(c) Integrated Surveillance Program

The Exelon Generation Company shall implement an NRC staff-approved reactor vessel integrated surveillance program for the extended period of operation which satisfies the requirements of 10 CFR Part 54. Such a program will be implemented through a staff-approved Boiling Water Reactor Vessel and Internals Project program or through a staff-approved plant-specific program. Before July 2, 2014, the licensee will notify the NRC of its decision to implement the integrated surveillance program or a plant-specific program, and provide the appropriate revisions to the Updated Final Safety Analysis Report Supplement summary descriptions of the vessel surveillance material testing program.

(d) Core Shroud Inspection and Evaluation Guidelines Program

The Exelon Generation Company shall implement an NRC staff-approved core shroud inspection and evaluation guidelines program for the extended period of operation which satisfies the requirements of 10 CFR Part 54. Such a program will be implemented through a staff-approved Boiling Water Reactor Vessel and Internals Project program or through a staff-approved

ATTACHMENT 2
Markup of Proposed Technical Specifications Pages

2.11 Quad Cities Nuclear Power Station, Units 1 and 2
Renewed Facility Operating License Nos. DPR-29 and DPR-30

Revised Operating License

Quad Cities Unit 1

Page 5

Page 6

Quad Cities Unit 2

Page 5


Page 6

February 12, 1981; December 30, 1982; December 1, 1987 with supplement dated April 20, 1988; December 11, 1987 with supplement dated July 21, 1988; and February 25, 1991, subject to the following provision:


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

- G. Deleted
- H. Deleted by incorporation into 3.E above, per Amendment No. 64 dated March 19, 1981.
- I. (Open)
- J. Deleted
- K. Deleted by Amendment No. 103 dated December 15, 1987.
- L. Deleted
- M. Deleted
- N. Deleted
- O. EGC shall provide the Director of the Office of Nuclear Reactor Regulation a copy of any application, at the time it is filed, to transfer (excluding grants of security interests or liens) from EGC to its direct or indirect parent, or to any other affiliated company, facilities for the production, transmission, or distribution of electric energy having a depreciated book value exceeding ten percent (10%) of EGC's consolidated net utility plant, as recorded on EGC's books of account.

Deleted.

- P.  ~~EGC shall have decommissioning trust funds for Quad Cities, Unit 1, in the following minimum amount, when Quad Cities, Unit 1, is transferred to EGC:~~


Deleted.

- ~~Quad Cities, Unit 1~~ ~~\$192,149,504~~
- Q.  ~~The decommissioning trust agreement for Quad Cities, Unit 1, at the time of the transfer of the unit to EGC is effected and thereafter, is subject to the following:~~
 - (1) ~~The decommissioning trust agreement must be in a form acceptable to the U.S. Nuclear Regulatory Commission (NRC).~~
 - (2) ~~With respect to the decommissioning trust fund, investments in the securities or other obligations of Exelon Corporation or affiliates thereof, or their successors or assigns are prohibited. Except for investments tied~~

~~to market indexes or other non-nuclear sector mutual funds, investments in any entity owning one or more nuclear power plants are prohibited.~~

- (3) ~~The decommissioning trust agreement for Quad Cities, Unit 1, must provide that no disbursements or payments from the trust shall be made by the trustee unless the trustee has first given the Director of the Office of Nuclear Reactor Regulation 30 days prior written notice of payment. The decommissioning trust agreement shall further contain a provision that no disbursements or payments from the trust shall be made if the trustee receives prior written notice of objection from the NRC.~~
- (4) ~~The decommissioning trust agreement must provide that the agreement can not be amended in any material respect without 30 days prior written notification to the Director of the Office of Nuclear Reactor Regulation.~~
- (5) ~~The appropriate section of the decommissioning trust agreement shall state that the trustee, investment advisor, or anyone else directing the investments made in the trust shall adhere to a "prudent investor" standard, as specified in 18 CFR 35.32(a)(3) of the Federal Energy Regulatory Commission's regulations.~~

Deleted.

- R.  ~~EGC shall take all necessary steps to ensure that the decommissioning trust is maintained in accordance with the application for approval of the transfer of the Quad Cities, Unit 1, license and the requirements of the Order approving the transfer, and consistent with the safety evaluation supporting the Order.~~
- S. EGC shall relocate certain Technical Specification requirements to EGC-controlled documents upon implementation of Amendment No. 199. The items and appropriate documents are as described in Table LA, "Removal of Details Matrix," and Table R, "Relocated Specifications," that are attached to the NRC's Safety Evaluation enclosed with Amendment No. 199.
- T. The schedule for performing Surveillance Requirements (SRs) that are new or revised in Amendment No. 199 shall be as follows:

For SRs that are new in this amendment, the first performance is due at the end of the first surveillance interval that begins on the date of implementation of Amendment No. 199.

For SRs that existed prior to this amendment whose intervals of performance are being reduced, the first reduced surveillance interval begins upon completion of the first surveillance performed after implementation of Amendment No. 199.

For SRs that existed prior to this amendment that have modified acceptance criteria, the first performance is due at the end of the

November 5, 1980, and February 12, 1981; December 30, 1982; December 1, 1987 with supplement dated April 20, 1988; December 11, 1987 with supplement dated July 21, 1988; and February 25, 1991, subject to the following provision:

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

- G. Deleted by incorporation into 3.E above, per Amendment No. 58 dated March 19, 1981.
- H. Deleted
- I. Deleted
- J. Deleted
- K. Deleted
- L. Deleted
- M. Deleted
- N. EGC shall provide the Director of the Office of Nuclear Reactor Regulation a copy of any application, at the time it is filed, to transfer (excluding grants of security interests or liens) from EGC to its direct or indirect parent, or to any other affiliated company, facilities for the production, transmission, or distribution of electric energy having a depreciated book value exceeding ten percent (10%) of EGC's consolidated net utility plant, as recorded on EGC's books of account.

Deleted.

- O. ~~EGC shall have decommissioning trust funds for Quad Cities, Unit 2, in the following minimum amount, when Quad Cities, Unit 2, is transferred to EGC:~~


Deleted.

~~Quad Cities, Unit 2 \$193,209,439~~

- P. ~~The decommissioning trust agreement for Quad Cities, Unit 2, at the time of the transfer of the unit to EGC is effected and thereafter, is subject to the following:~~
 - (1) ~~The decommissioning trust agreement must be in a form acceptable to the U.S. Nuclear Regulatory Commission (NRC).~~

- ~~(2) With respect to the decommissioning trust fund, investments in the securities or other obligations of Exelon Corporation or affiliates thereof, or their successors or assigns are prohibited. Except for investments tied to market indexes or other non nuclear sector mutual funds, investments in any entity owning one or more nuclear power plants are prohibited.~~
- ~~(3) The decommissioning trust agreement for Quad Cities, Unit 2, must provide that no disbursements or payments from the trust shall be made by the trustee unless the trustee has first given the Director of the Office of Nuclear Reactor Regulation 30 days prior written notice of payment. The decommissioning trust agreement shall further contain a provision that no disbursements or payments from the trust shall be made if the trustee receives prior written notice of objection from the NRC.~~
- ~~(4) The decommissioning trust agreement must provide that the agreement can not be amended in any material respect without 30 days prior written notification to the Director of the Office of Nuclear Reactor Regulation.~~
- ~~(5) The appropriate section of the decommissioning trust agreement shall state that the trustee, investment advisor, or anyone else directing the investments made in the trust shall adhere to a "prudent investor" standard, as specified in 18 CFR 35.32(a)(3) of the Federal Energy Regulatory Commission's regulations.~~

Deleted.

- Q.  ~~EGC shall take all necessary steps to ensure that the decommissioning trust is maintained in accordance with the application for approval of the transfer of the Quad Cities, Unit 2, license and the requirements of the Order approving the transfer, and consistent with the safety evaluation supporting the Order.~~
- R. EGC shall relocate certain Technical Specification requirements to EGC-controlled documents upon implementation of Amendment No. 195. The items and appropriate documents are as described in Table LA, "Removal of Details Matrix," and Table R, "Relocated Specifications," that are attached to the NRC's Safety Evaluation enclosed with Amendment No. 195.
- S. The schedule for performing Surveillance Requirements (SRs) that are new or revised in Amendment No. 195 shall be as follows:

For SRs that are new in this amendment, the first performance is due at the end of the first surveillance interval that begins on the date of implementation of Amendment No. 195.