AmerGen
A PECO Energy/British Energy Company

John Z
Cindi C

AmerGen Energy Company, LLC
965 Chesterbrook Blvd, 61A-3
Wayne, PA 19087-5691
Telephone: 610 640 6900
Fax: 610 640 6253

Elinor?
Donna Skay?
Docketing?
X

April 6, 2000

10 CFR § 50.80
10 CFR § 50.92

BY HAND DELIVERY ON APRIL 7, 2000

U.S. Nuclear Regulatory Commission
ATTN: Samuel J. Collins, Director, Office of Nuclear Reactor Regulation
Mail Stop O-5 E7
One White Flint North
11555 Rockville Pike
Rockville, MD 20852-2738

Re: Oyster Creek Nuclear Generating Station
Facility Operating License No. DPR-16
Docket No. 50-219

Nine Mile Point, Units 1 & 2
Facility Operating License Nos. DPR-63 & NPF-69
Docket Nos. 50-233 & 50-410

Vermont Yankee Nuclear Power Station
Facility Operating License No. DPR-28
Docket No. 50-271

Supplemental Information Submitted in Support of Applications for
Order and Conforming Administrative Amendment For License Transfer

Dear Mr. Collins:

As previously indicated, PECO Energy Company and British Energy plc agreed to provide AmerGen with additional funding assurances for a total of up to $100 million each, an aggregate total of $200 million, to provide further assurance that AmerGen will have sufficient funds

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available to meet the expenses associated with the ownership and operation of its nuclear power plants. Copies of the executed letter agreements confirming these increased funding commitments are enclosed.

If NRC requires additional information, please do not hesitate to call.

Sincerely,

Gerald R. Rainey

Enclosures

cc: Document Control Desk, NRC
Hubert J. Miller, Regional Administrator, Region I, NRC
Resident Inspectors, NRC
Project Managers, NRC
State Representatives
Service Lists

AFFIRMATION

I, Gerald R. Rainey, being duly sworn, state as follows: I am Chief Executive Officer and Chief Nuclear Officer of AmerGen Energy Company, LLC (AmerGen), and am authorized to sign and submit this document on behalf of AmerGen. I am also Chief Executive Officer and Chief Nuclear Officer of AmerGen Vermont, LLC (AmerGen Vermont), and am authorized to sign and submit this application on behalf of AmerGen Vermont. The statements made in this Application are true and correct to the best of my knowledge, information, and belief.

Gerald R. Rainey
Chief Executive Officer and Chief Nuclear Officer
AmerGen Energy Company, LLC
AmerGen Vermont, LLC

STATE OF Pennsylvania

COUNTY OF Chester

Subscribed and sworn to me, a Notary Public, in and for County and State above named, this 6th day of April, 2000.

Notary Public

Notarial Seal
Carol A. Walton, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires May 28, 2002
Member, Pennsylvania Association of Notaries

Michael J. Egan
Senior Vice President
and Chief Financial Officer

PECO ENERGY

PECO Energy Company
2301 Market Street
PO Box 8699
Philadelphia, PA 19101-8699
215 841 5600
Fax 215 841 4214

April 05, 2000

AmerGen Energy Company
965 Chesterbrook Boulevard
Wayne, PA 19087

Ladies and Gentlemen:

Subject: Supplement to July 22, 1999 and December 3, 1998 Letter Agreements

Reference is made to a letter agreement dated December 3, 1998 ("December 3, 1998 Agreement"), pursuant to which PECO Energy Company ("PECO") agreed to provide funding of up to $32.5 million to AmerGen Energy Company, LLC ("AmerGen"), and a letter agreement dated July 22, 1999 ("July 22, 1999 Agreement"), pursuant to which PECO agreed to provide funding of up to a total of $55 million to AmerGen in connection with the operation and maintenance of all of the commercial nuclear power reactors being acquired or to be acquired by AmerGen. Pursuant to this supplement to the two earlier agreements ("Supplemental Agreement") PECO agrees to provide funding of up to a total of $100 million to be available to AmerGen in connection with the operation and maintenance of all of the commercial nuclear power reactors already acquired, being acquired or to be acquired by AmerGen, including any units being acquired or to be acquired by AmerGen Vermont, LLC, or any other wholly owned subsidiary of AmerGen.

In consideration of the benefits to be derived by PECO from AmerGen's ownership and operation of commercial nuclear reactors (directly or indirectly through any wholly owned subsidiary), the mutual benefits to be derived by AmerGen, PECO, and British Energy plc ("British Energy") from the commitments contemplated hereunder, in furtherance of the Limited Liability Company Agreement of AmerGen (the "LLC Agreement") dated as of August 18, 1997, and as amended and restated from time to time, and any provision in the LLC Agreement which could limit application of this letter agreement notwithstanding, PECO hereby agrees that, subject to the terms and conditions of this Supplemental Agreement, it will provide its share of funds to AmerGen to assure that AmerGen will have sufficient funds available to meet its expenses. PECO shall make payments under the terms of this Supplemental Agreement at the same time or times as the same amount is paid by British Energy under a similar supplemental agreement between AmerGen and British Energy.

PECO represents and warrants that it will provide funding to AmerGen, at any time that the Management Committee of AmerGen determines that, in order to protect the public health and safety and/or to comply with NRC requirements, such funds are necessary to meet the ongoing operating expenses at any AmerGen operating nuclear power plant or such funds are necessary to safely maintain any such plant; provided, however, that PECO's maximum liability to provide supplemental funding hereunder shall not exceed the lesser of (x) fifty percent (50%) of the total funding required by AmerGen from time to time pursuant to this and a similar supplemental agreement between AmerGen and British Energy, or (y) $100 million cumulatively over the life of this Supplemental Agreement. This amount includes the $32.5 million made available to AmerGen pursuant to the December 3, 1998 Agreement, and the total of $55 million made available to AmerGen pursuant to the July 22, 1999 Agreement. Accordingly, pursuant to this Supplemental Agreement and a similar supplemental agreement between AmerGen and British Energy, the total amount available from PECO and British Energy for any of AmerGen's operating nuclear power plants, including any future acquisitions, shall be $200 million.

This agreement shall take effect immediately and will remain in effect and remain irrevocable until such time as either: (1) AmerGen has submitted to the NRC a written certification meeting the requirements of 10 CFR § 50.4(b)(8) & (9) that the fuel has been permanently removed from the reactor vessel of the last plant operated by AmerGen (including any plant operated by any wholly owned subsidiary of AmerGen), *i.e.*, after AmerGen has determined to permanently cease operations at its last operating reactor, or (2) NRC has given its prior written consent to the discontinuance of the funding arrangements contemplated by this Supplemental Agreement and a similar supplemental letter agreement between AmerGen and British Energy.

PECO or British Energy shall have the right to demand that AmerGen permanently cease operations at any plant rather than using funds available under this agreement for continued operations, provided that, in such event, AmerGen will nevertheless have the right to continue to obtain the funds necessary to assure the safe and orderly shutdown of any such plant and to continue the safe maintenance of any such plant until AmerGen can certify to the NRC that the fuel has been permanently removed from the reactor vessel.

PECO hereby represents and warrants to AmerGen that its obligations under this Supplemental Agreement are valid, binding and enforceable obligations of PECO in accordance with their terms (subject to bankruptcy, insolvency, reorganization and similar laws affecting creditors' rights generally and general equitable principles) and does not require the consent, approval or authorization of any Governmental Agency or third party other than those which have been obtained and are in full force and effect (or will be obtained on or prior to the Closing Date).

PECO hereby irrevocably, unconditionally and expressly waives, and agrees that it shall not at any time assert any claim or take the benefit or advantage of, any appraisal, valuation, stay, extension, marshaling of assets or redemption laws, any bankruptcy, insolvency or similar proceedings, or exemption, whether now or any time hereafter in force, which may delay, prevent or otherwise affect the performance by PECO of its obligations hereunder.

The obligations of PECO under this Supplemental Agreement and the obligations of British Energy under its supplemental agreement are several and not joint, and nothing herein is intended to constitute a guarantee by PECO of the obligations of British Energy or a partnership, joint venture or other contractual relationship between PECO and British Energy.

This Supplemental Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to conflict of law principles.

PECO Energy Company

Michael J. Egan
Senior Vice President - Finance and CFO

British Energy

April 3, 2000

Dr. Robin Jeffrey, FEng
Deputy Chairman & Executive Director North America

AmerGen Energy Company
965 Chesterbrook Boulevard
Wayne, PA 19087

Re: Supplement to July 22, 1999 and November 5, 1998 Letter Agreements

Ladies and Gentlemen:

Reference is made to a letter agreement dated November 5, 1998 ("November 5, 1998 Agreement"), pursuant to which British Energy plc ("British Energy") agreed to provide funding of up to $32.5 million to AmerGen Energy Company, LLC ("AmerGen"), and a letter agreement dated July 22, 1999 ("July 22, 1999 Agreement"), pursuant to which British Energy agreed to provide funding of up to a total of $55 million to AmerGen in connection with the operation and maintenance of all of the commercial nuclear power reactors being acquired or to be acquired by AmerGen. Pursuant to this supplement to the two earlier agreements ("Supplemental Agreement") British Energy agrees to provide funding of up to a total of $100 million to AmerGen in connection with the operation and maintenance of all of the commercial nuclear power reactors already acquired, being acquired or to be acquired by AmerGen, including any units being acquired or to be acquired by AmerGen Vermont, LLC, or any other wholly owned subsidiary of AmerGen.

In consideration of the benefits to be derived by British Energy from AmerGen's ownership and operation of commercial nuclear reactors (directly or indirectly through any wholly owned subsidiary), the mutual benefits to be derived by AmerGen, British Energy and PECO from the commitments contemplated hereunder, in furtherance of the Limited Liability Company Agreement of AmerGen (the "LLC Agreement") dated as of August 18, 1997, as amended or restated from time to time, and any provision in the LLC Agreement which could limit application of this letter agreement notwithstanding, British Energy hereby agrees that, subject to the terms and conditions of this Supplemental Agreement, it will provide its share of funds to AmerGen to assure that AmerGen will have sufficient funds available to meet its expenses. British Energy shall make payments under the terms of this Supplemental Agreement at the same time or times as the same amount is paid by PECO under a similar supplemental agreement between AmerGen and PECO.

British Energy represents and warrants that it will provide funding to AmerGen, at any time that the Management Committee of AmerGen determines that, in order to protect the public health and safety and/or to comply with NRC requirements, such funds are necessary to meet the ongoing operating expenses at any AmerGen operating nuclear power plant or such funds are necessary to safely maintain any such plant; provided, however, that British Energy's maximum liability to provide supplemental funding hereunder shall not exceed the lesser of (x) fifty percent

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British Energy 69 Yonge Street Suite 1100 Toronto ON M5E 1K3
Direct (416) 214-1039 Reception (416) 214-0555 Facsimile (416) 214-0846

(50%) of the total funding required by AmerGen from time to time pursuant to this and a similar supplemental agreement between AmerGen and PECO, or (y) $100 million cumulatively over the life of this Supplemental Agreement. This amount includes the $32.5 million made available to AmerGen pursuant to the November 5, 1998 Agreement, and the total of $55 million made available to AmerGen pursuant to the July 22, 1999 Agreement. Accordingly, pursuant to this Supplemental Agreement and a similar supplemental agreement between AmerGen and PECO, the total amount available from British Energy and PECO for any of AmerGen's operating nuclear power plants, including any future acquisitions, shall be $200 million.

This agreement shall take effect immediately and will remain in effect and remain irrevocable until such time as either: (1) AmerGen has submitted to the NRC a written certification meeting the requirements of 10 CFR § 50.4(b)(8) & (9) that the fuel has been permanently removed from the reactor vessel of the last plant operated by AmerGen (including any plant operated by any wholly owned subsidiary of AmerGen), *i.e.*, after AmerGen has determined to permanently cease operations at its last operating reactor, or (2) NRC has given its prior written consent to the discontinuance of the funding arrangements contemplated by this Supplemental Agreement and a similar supplemental letter agreement between AmerGen and British Energy.

British Energy or PECO shall have the right to demand that AmerGen permanently cease operations at any plant rather than using funds available under this agreement for continued operations, provided that, in such event, AmerGen will nevertheless have the right to continue to obtain the funds necessary to assure the safe and orderly shutdown of any such plant and to continue the safe maintenance of any such plant until AmerGen can certify to the NRC that the fuel has been permanently removed from the reactor vessel.

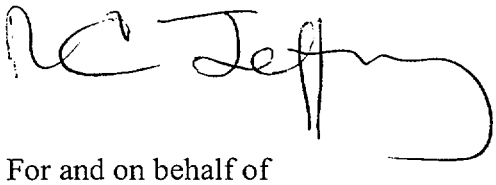
British Energy hereby represents and warrants to AmerGen that its obligations under this Supplemental Agreement are valid, binding and enforceable obligations of British Energy in accordance with their terms (subject to bankruptcy, insolvency, reorganization and similar laws affecting creditors' rights generally and general equitable principles) and does not require the consent, approval or authorization of any Governmental Agency or third party other than those which have been obtained and are in full force and effect (or will be obtained on or prior to the Closing Date).

British Energy hereby irrevocably, unconditionally and expressly waives, and agrees that it shall not at any time assert any claim or take the benefit or advantage of, any appraisal, valuation, stay, extension, marshaling of assets or redemption laws, any bankruptcy, insolvency or similar proceedings, or exemption, whether now or any time hereafter in force, which may delay, prevent or otherwise affect the performance by British Energy of its obligations hereunder.

The obligations of British Energy under this Supplemental Agreement and the obligations of PECO under its supplemental agreement are several and not joint, and nothing herein is intended to constitute a guarantee by British Energy of the obligations of PECO or a partnership, joint venture or other contractual relationship between British Energy and PECO.

This Supplemental Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to conflict of law principles.

Very truly yours,



For and on behalf of
British Energy, plc

CERTIFICATE OF SERVICE

I hereby certify that copies of the attached letter from Gerald R. Rainey to Samuel J. Collins, dated April 6, 2000, were served upon the persons listed below by e-mail or facsimile, with a conforming copy deposited in the U.S. mail, first class, postage prepaid, this 7th day of April, 2000.

Secretary of the Commission
U.S. Nuclear Regulatory Commission
Attn: Rulemakings and Adjudications Staff
Washington, D.C. 20555-0001
(E-mail: secy@nrc.gov)

Office of the General Counsel
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555-0001
(E-mail: ogclt@nrc.gov)

David R. Lewis
Ernest L. Blake, Jr.
Shaw Pittman
2300 N Street, N.W.
Washington, D.C. 20037
(Email: david_lewis@shawpittman.com)
(Email: ernest_blake@shawpittman.com)

Jonathan Block, Esq.
94 Main Street
PO Box 566
Putney, Vermont 05346-0566
(Email: jonb@sover.net)

John Ritsher
Ropes & Gray
One International Place
Boston, Massachusetts 02110
(Email: jritsher@ropesgray.com)

Office of the Commission Appellate Adjudication
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555
(E-mail: hrb@nrc.gov)

James Volz, Esq.
Director for Public Advocacy
Vermont Department of Public Service
112 State Street - Drawer 20
Montpelier, VT 05620-2601
(E-mail: volz@psd.state.vt.us)

Frederick Katz
Deborah B. Katz
Citizens Awareness Network, Inc.
P.O. Box 3023
Clairmont, MA 01339-3023
(E-mail: can@shaysnet.com)

Wayne M. Limberger
Senior Licensing Engineer
VYNPC
185 Old Ferry Road
Brattleboro, VT 05301
(Email: wayne.limberger@vynpc.com)

Nancy Malmquist
Downs, Rachlin & Martin
90 Prospect Street, P.O. Box 99
St. Johnsbury, VT 05819
(Email: nmalmquist@drm.com)

Steven P. Frantz
Counsel for AmerGen Vermont, LLC

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I hereby certify that copies of the attached letter from Gerald R. Rainey to Samuel J. Collins, dated April 6, 2000, were served upon the persons listed below by e-mail or facsimile, with a conforming copy deposited in the U.S. mail, first class, postage prepaid, this 7th day of April, 2000.

Office of the Secretary
U.S. Nuclear Regulatory Commission
Attn: Rulemakings and Adjudications Staff
Washington, D.C. 20555
(E-mail: secy@nrc.gov)

Office of the General Counsel
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555
(E-mail: ogclt@nrc.gov)

Samuel Behrends IV, Esq.
LeBoeuf, Lamb, Greene & McRae, L.L.P.
1875 Connecticut Avenue, Suite 1200
Washington, D.C. 20009-5728
(E-mail: sbehrend@llgm.com)

James M. D'Andrea, Esq.
Keyspan Energy
175 E. Old Country Road
Hicksville, NY 11801
(E-mail: jdandrea@keyspanenergy.com)

Robert J. Glasser, Esq.
Gould & Wilkie, LLP
One Chase Manhattan Plaze
New York, NY 10005
(E-mail: bobglasser@gouldwilkie.com)

Office of the Commission Appellate Adjudication
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555
(E-mail: hrb@nrc.gov)

Mark J. Wetterhahn, Esq.
Winston & Strawn
1400 L Street, N.W.
Washington, D.C. 20005
(E-mail: mwetterh@winston.com)

Daniel F. Stenger
Hopkins & Sutter
888 16th Street, N.W.
Washington, D.C. 20006
(E-mail: dstenger@hopsut.com)

Thomas W. Yurik
Rochester Gas and Electric Corp.
89 East Avenue
Rochester, NY 14649
(E-Mail: tom_yurik@rge.com)

John E. Matthews
Counsel for AmerGen Energy Company, LLC

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Office of the Secretary
U.S. Nuclear Regulatory Commission
Attn: Rulemakings and Adjudications Staff
Washington, D.C. 20555
(E-mail: secy@nrc.gov)

Office of the Commission Appellate Adjudication
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555
(E-mail: hrb@nrc.gov)

Office of the General Counsel
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555
(E-mail: ogclt@nrc.gov)

Michael Mariotte
Nuclear Information and Resource Service
1424 16th Street, NW, #404
Washington, DC 20036
(E-mail: nirsnet@nirs.org)

David R. Lewis
Shaw Pittman
2300 N Street, N.W.
Washington, D.C. 20037
(Email: david_lewis@shawpittman.com)

John E. Matthews
Counsel for AmerGen Energy Company, LLC