

William J. Cahill, Jr.  
Vice President

Consolidated Edison Company of New York, Inc.  
4 Irving Place, New York, N Y 10003  
Telephone (212) 460-3819

January 3, 1979

Mr. Jerome Saltzman, Chief  
Antitrust & Indemnity Group  
Nuclear Reactor Regulation  
U. S. Nuclear Regulatory Commission  
Washington, D. C. 20555

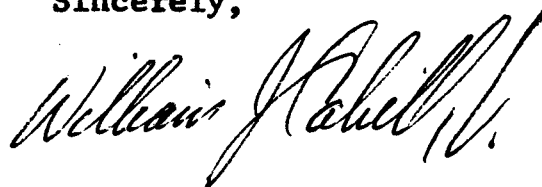
Re: Secondary Financial Protection  
Docket No. 50-247

Dear Sir:

Enclosed is a projection dated December 15, 1978, for the period August 1, 1978 to July 31, 1979, showing that the Company will have available throughout such period cash flow and/or cash reserves sufficient to pay the maximum \$20 million retrospective premium to which the Company might be subject.

Please excuse our delay in not filing this on time.

Sincerely,



WJC:ms  
Encl.

REGULATORY DOCKET FILE COPY

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**CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.**

**PROJECTION OF ABILITY TO PAY AT  
LEAST \$20,000,000 RETROSPECTIVE  
PREMIUM ADJUSTMENT\* FOR PERIOD  
AUGUST 1, 1978 - JULY 31, 1979  
(Millions of Dollars)**

**I. Past Earnings, Internally Generated Funds and Allowance for Funds Used During Construction:**

	<u>1977</u>	<u>1976</u>	<u>1975</u>	<u>Year Ended December 31</u>			<u>1971</u>	<u>1970</u>	<u>1969</u>	<u>1968</u>
				<u>1974</u>	<u>1973</u>	<u>1972</u>				
Net Income	\$323.6	\$301.4	\$251.4	\$194.5	\$207.7	\$148.1	\$198.6	\$128.4	\$135.1	\$128.5
Internally Generated Funds	522.0	572.1	480.9	384.5	328.1	258.1	309.6	228.3	230.1	220.1
AFDC	10.5	9.3	36.6	45.4	47.8	44.6	31.7	23.5	14.7	12.4

**II. Available Cash and Temporary Cash Investments at September 30, 1978: \$330.9 million**

**III. Estimated Depreciation and Deferred Taxes:**

	<u>Year Ended December 31</u>		<u>Average</u>
	<u>1978</u>	<u>1979</u>	
Depreciation	\$174	\$182	\$178
Deferred Taxes	<u>43</u>	<u>43</u>	<u>43</u>
Total	\$217	\$225	\$221

**IV. Estimated Construction Expenditures:**

	<u>Year Ended December 31</u>		<u>Average</u>
	<u>1978</u>	<u>1979</u>	
	\$339	\$389	\$364

**V. Analysis:**

Con Edison's net income has grown from \$128.5 million to \$323.6 million in the last ten years. However, even assuming that Con Edison had no earnings at all during the period August 1, 1978 - July 31, 1979, it is obvious that there would be abundantly sufficient funds available to pay a \$20 million retrospective premium adjustment. Most of the planned construction expenditures for the period could be paid from the funds generated by depreciation and deferred taxes and in any event, cash and short-term investments would be more than sufficient to cover such expenditures with a margin far in excess of \$20 million. The Company will not be required to retire any significant long-term debt during this period.

**CERTIFICATION**

I, Carl W. Greene, Controller of Consolidated Edison Company of New York, Inc. ("Con Edison"), hereby certify that the historical data presented above correctly reflect the accounting records of Con Edison and in my opinion the estimates presented above are reasonable.

\*The Company is of the opinion that its actual maximum retrospective premium exposure is only \$10 million. However, the Company is advised that the staff of the NRC may be of the view that such exposure is \$20 million.

December 15, 1978

*Carl W. Greene*

William J. Cahill, Jr.  
Vice President

Consolidated Edison Company of New York, Inc.  
4 Irving Place, New York, N Y 10003  
Telephone (212) 460-3819

50-3  
247  
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Regulatory

File CY

August 1, 1977

Jerome Saltzman, Chief  
Antitrust and Indemnity Group  
Nuclear Regulatory Commission  
Washington, D.C. 20545

Re: Secondary Financial Protection

Dear Sir:

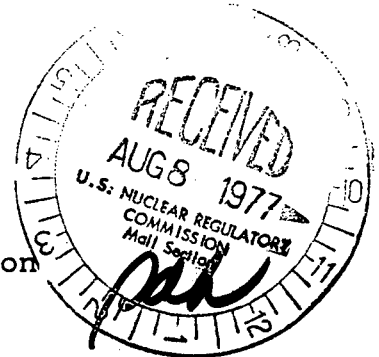
Enclosed herewith you will find two certified  
copies of the following:

MAELU Binder Nos. XB-5 and XB-6 evidencing  
that MAELU's portion of Secondary Financial  
Protection Coverage has been secured.

Very truly yours,



William J. Cahill, Jr.  
Vice President



ks  
encl.

772210155

BINDER,  
INCLUDING  
DECLARATIONS AND  
BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

BINDER NO. XB-5

BINDER

The members of Mutual Atomic Energy Liability Underwriters, hereinafter called the "companies", subscribing this binder, each for itself, severally and not jointly, and in the respective proportions set forth herein, and the insureds named in Item 1 of the Declarations below, agree as follows:

- A. The companies hereby bind insurance to the insureds named in Item 1 of the Declarations in accordance with the provisions of the Draft Master Policy. All rights and obligations of the parties to this binder are set forth in the provisions of the Draft Master Policy, as it may be amended from time to time pursuant to its conditions or paragraph B below.
- B. The term "Draft Master Policy" means the draft of the MASTER POLICY -- NUCLEAR ENERGY LIABILITY POLICY (SECONDARY FINANCIAL PROTECTION) dated June 24, 1977 in the custody of the Nuclear Regulatory Commission, a copy of which is attached hereto, and includes all binders issued by the companies in connection with such Draft Master Policy. The Master Policy, as subsequently issued by the companies, shall cancel and replace this binder and the Draft Master Policy effective as of August 1, 1977.
- C. Such insurance as is provided by the Draft Master Policy applies, through this binder, only:

This is to certify that this is a true copy of the original binder, bearing the number designated hereon, for insurance coverage under the DRAFT MASTER POLICY-NUCLEAR ENERGY LIABILITY POLICY (Secondary Financial Protection) dated June 24, 1977. No insurance is afforded by this copy.

- (1) to the insureds identified in Items 1 and 2 of the Declarations below,
- (2) to bodily injury or property damage
  - (a) with respect to which the primary financial protection described in Item 4 below would apply but for exhaustion of its limit of liability and
  - (b) which is caused during the binder period stated in Item 8 below by the radioactive, toxic, explosive or other hazardous properties of nuclear material and
  - (c) which is discovered and for which written claim is made against the insured not later than ten years after the end of such binder period; provided, however, that with respect to bodily injury or property damage caused by an extraordinary nuclear occurrence this subparagraph (c) shall not operate to bar coverage for bodily injury or property damage which is discovered and for which written claim is made against the insured not later than twenty years after the date of the extraordinary nuclear occurrence.

Theodore Geras  
Secretary-Mutual  
Atomic Energy  
Liability Under-  
writers

DECLARATIONS

Item 1. Named insureds and addresses:

(a) Consolidated Edison Company of New York, Inc., New York, NY 10003

Item 2. Additional insureds:

Any other person or organization who would be covered under primary financial protection described in Item 4 of this binder but for exhaustion of the limit of liability of such primary financial protection.

Item 3. Description and location of the nuclear reactor: Unit 1 of the Indian Point Nuclear Generating Station located in the Village of Buchanan, Westchester County, New York

Item 4. Identification of primary financial protection applicable to the nuclear reactor and limit of liability thereof:  
Nuclear Energy Liability Insurance Association Policy NF-100 - \$108,500,000  
Mutual Atomic Energy Liability Underwriters Policy MF- 29 - \$ 31,500,000  
Do other nuclear reactors share the limit of liability provided under the primary financial protection? Yes

Item 5. Maximum retrospective premium (exclusive of allowance for premium taxes) payable to the companies under the Draft Master Policy with respect to each nuclear incident: \$1,125,000.

- Item 6. Portion of the annual premium payable for the companies' contingent liability described in Condition 4 of the Draft Master Policy from the effective date hereof to the end of calendar year 1977: \$565.65.
- Item 7. Limits of liability: See Item 3 of the Declarations of the Draft Master Policy.
- Item 8. Binder period: Beginning on the first day of August, 1977, and continuing to the effective date and time of cancelation or termination of the Draft Master Policy or this binder, whichever first occurs, eastern standard time.

#### BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Know All Men By These Presents, that the undersigned do hereby acknowledge that they are named insureds under the Draft Master Policy described in the above Binder and Declarations. The named insureds do hereby covenant with and are held and are firmly bound to the subscribing members of Mutual Atomic Energy Liability Underwriters (hereinafter called the "companies") to pay to the companies all retrospective premiums and allowances for premium taxes which shall become due and payable in accordance with the terms of the Draft Master Policy with interest on such premiums and allowances for taxes to be computed at the rate provided in the Draft Master Policy from the date payment thereof is specified to be due the companies in a written notice to the named insured, as provided in Condition 1 of the Draft Master Policy until paid.

And it is hereby expressly agreed that copies of written notices of retrospective premiums and allowances for premium taxes due and payable or other evidence of such amounts due and payable sworn to by a duly authorized representative of the companies shall be prima facie evidence of the fact and extent of the liability of the named insureds for such amounts.

And it is further expressly agreed that the named insureds will indemnify the companies against any and all liability, losses and expenses of whatsoever kind or nature (including but not limited to interest, court costs and counsel fees) which the companies may sustain or incur (1) by reason of the failure of the named insureds to comply with the covenants and provisions of this Bond or (2) in enforcing any of the covenants or provisions of this Bond, or any provisions of the Draft Master Policy relating to such covenants or provisions.

For the purpose of recording this agreement, a photocopy acknowledged before a Notary Public to be a true copy hereof shall be regarded as an original.

THE ABOVE BINDER, DECLARATIONS AND BOND FORM A PART OF THE DRAFT MASTER POLICY. CANCELATION OR TERMINATION OF THE DRAFT MASTER POLICY OR THE BINDER SHALL NOT AFFECT THE OBLIGATIONS OF THE NAMED INSURED UNDER THE DRAFT MASTER POLICY OR THE BOND TO PAY THE RETROSPECTIVE PREMIUMS AND ALLOWANCES FOR PREMIUM TAXES WITH RESPECT TO ANY BODILY INJURY OR PROPERTY DAMAGE WHICH IS CAUSED DURING THE BINDER PERIOD.

IN WITNESS WHEREOF, the named insureds have caused this Binder, these Declarations and this Bond for Payment of Retrospective Premiums, to be signed and sealed by a duly authorized officer, to be effective August 1, 1977, eastern standard time.

Attest or Witness

Peter A. Irwin  
Peter A. Irwin  
ASSISTANT SECRETARY

Named Insureds:

Consolidated Edison Company of N.Y., Inc.  
(Named Insured - Type or Print)

By J. J. Hunziker Jr. (SEAL)  
(Signature of Officer)

F.J. Hunziker, Jr., Assistant Vice President  
(Type or Print Name & Title of Officer)

Date: July 18, 1977

\_\_\_\_\_  
(Named Insured - Type or Print)

By \_\_\_\_\_ (SEAL)  
(Signature of Officer)

\_\_\_\_\_  
(Type or Print Name & Title of Officer)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Named Insured - Type or Print)

By \_\_\_\_\_ (SEAL)  
(Signature of Officer)

\_\_\_\_\_  
(Type or Print Name & Title of Officer)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Named Insured - Type or Print)

By \_\_\_\_\_ (SEAL)  
(Signature of Officer)

\_\_\_\_\_  
(Type or Print Name & Title of Officer)

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the subscribing companies have caused the Binder and the Declarations to be signed on their behalf by the Manager of Mutual Atomic Energy Liability Underwriters, to be effective August 1, 1977, eastern standard time, and countersigned below by a duly authorized representative.

Attest or Witness

For the Subscribing Companies of  
Mutual Atomic Energy Liability  
Underwriters

Barbara Orlowski

By

Ambrose Kelly  
Ambrose Kelly, Manager

Countersigned by

R. J. Crean  
(Authorized Representative) CTB

<u>SUBSCRIBING COMPANIES</u>	<u>PROPORTION OF 100%</u>
American Mutual Liability Insurance Company, Wakefield, MA	15.0000000
Employers Mutual Liability Insurance Company, Wausau, Wisc.	15.0000000
Liberty Mutual Insurance Company, Boston, MA	45.0000000
Lumbermans Mutual Casualty Company, Long Grove, Illinois	15.0000000
Michigan Mutual Liability Company, Detroit, Michigan	5.0000000
Sentry Insurance, A Mutual Company, Stevens Point, Wisc.	5.0000000



BINDER,  
INCLUDING  
DECLARATIONS AND  
BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

BINDER NO. XB-6

BINDER

The members of Mutual Atomic Energy Liability Underwriters, hereinafter called the "companies", subscribing this binder, each for itself, severally and not jointly, and in the respective proportions set forth herein, and the insureds named in Item 1 of the Declarations below, agree as follows:

- A. The companies hereby bind insurance to the insureds named in Item 1 of the Declarations in accordance with the provisions of the Draft Master Policy. All rights and obligations of the parties to this binder are set forth in the provisions of the Draft Master Policy, as it may be amended from time to time pursuant to its conditions or paragraph B below.
- B. The term "Draft Master Policy" means the draft of the MASTER POLICY -- NUCLEAR ENERGY LIABILITY POLICY (SECONDARY FINANCIAL PROTECTION) dated June 24, 1977 in the custody of the Nuclear Regulatory Commission, a copy of which is attached hereto, and includes all binders issued by the companies in connection with such Draft Master Policy. The Master Policy, as subsequently issued by the companies, shall cancel and replace this binder and the Draft Master Policy effective as of August 1, 1977.
- C. Such insurance as is provided by the Draft Master Policy applies, through this binder, only:

This is to certify that this is a true copy of the original binder, bearing the number designated hereon, for insurance coverage under the DRAFT MASTER POLICY-NUCLEAR ENERGY LIABILITY POLICY (Secondary Financial Protection) dated June 24, 1977. No insurance is afforded by this copy.

- (1) to the insureds identified in Items 1 and 2 of the Declarations below,
- (2) to bodily injury or property damage
  - (a) with respect to which the primary financial protection described in Item 4 below would apply but for exhaustion of its limit of liability and
  - (b) which is caused during the binder period stated in Item 8 below by the radioactive, toxic, explosive or other hazardous properties of nuclear material and
  - (c) which is discovered and for which written claim is made against the insured not later than ten years after the end of such binder period; provided, however, that with respect to bodily injury or property damage caused by an extraordinary nuclear occurrence this subparagraph (c) shall not operate to bar coverage for bodily injury or property damage which is discovered and for which written claim is made against the insured not later than twenty years after the date of the extraordinary nuclear occurrence.

*Theodore Geras*

Theodore Geras  
Secretary-Mutual  
Atomic Energy  
Liability Under-  
writers

DECLARATIONS

Item 1. Named insureds and addresses:

(a) Consolidated Edison Company of New York, Inc. - 4 Irving Place, New York, NY 10003

Item 2. Additional insureds:

Any other person or organization who would be covered under primary financial protection described in Item 4 of this binder but for exhaustion of the limit of liability of such primary financial protection.

Item 3. Description and location of the nuclear reactor: Unit 2 of the Indian Point Nuclear Generating Station located in the Village of Buchanan, Westchester County, New York

Item 4. Identification of primary financial protection applicable to the nuclear reactor and limit of liability thereof:  
Nuclear Energy Liability Insurance Association Policy NF-100 - \$108,500,000  
Mutual Atomic Energy Liability Underwriters Policy MF- 29 - \$ 31,500,000  
Do other nuclear reactors share the limit of liability provided under the primary financial protection? Yes

Item 5. Maximum retrospective premium (exclusive of allowance for premium taxes) payable to the companies under the Draft Master Policy with respect to each nuclear incident: \$1,125,000.

- Item 6. Portion of the annual premium payable for the companies' contingent liability described in Condition 4 of the Draft Master Policy from the effective date hereof to the end of calendar year 1977: \$565.65.
- Item 7. Limits of liability: See Item 3 of the Declarations of the Draft Master Policy.
- Item 8. Binder period: Beginning on the first day of August, 1977, and continuing to the effective date and time of cancelation or termination of the Draft Master Policy or this binder, whichever first occurs, eastern standard time.

#### BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Know All Men By These Presents, that the undersigned do hereby acknowledge that they are named insureds under the Draft Master Policy described in the above Binder and Declarations. The named insureds do hereby covenant with and are held and are firmly bound to the subscribing members of Mutual Atomic Energy Liability Underwriters (hereinafter called the "companies") to pay to the companies all retrospective premiums and allowances for premium taxes which shall become due and payable in accordance with the terms of the Draft Master Policy with interest on such premiums and allowances for taxes to be computed at the rate provided in the Draft Master Policy from the date payment thereof is specified to be due the companies in a written notice to the named insured, as provided in Condition 1 of the Draft Master Policy until paid.

And it is hereby expressly agreed that copies of written notices of retrospective premiums and allowances for premium taxes due and payable or other evidence of such amounts due and payable sworn to by a duly authorized representative of the companies shall be prima facie evidence of the fact and extent of the liability of the named insureds for such amounts.

And it is further expressly agreed that the named insureds will indemnify the companies against any and all liability, losses and expenses of whatsoever kind or nature (including but not limited to interest, court costs and counsel fees) which the companies may sustain or incur (1) by reason of the failure of the named insureds to comply with the covenants and provisions of this Bond or (2) in enforcing any of the covenants or provisions of this Bond, or any provisions of the Draft Master Policy relating to such covenants or provisions.

For the purpose of recording this agreement, a photocopy acknowledged before a Notary Public to be a true copy hereof shall be regarded as an original.

THE ABOVE BINDER, DECLARATIONS AND BOND FORM A PART OF THE DRAFT MASTER POLICY. CANCELATION OR TERMINATION OF THE DRAFT MASTER POLICY OR THE BINDER SHALL NOT AFFECT THE OBLIGATIONS OF THE NAMED INSURED UNDER THE DRAFT MASTER POLICY OR THE BOND TO PAY THE RETROSPECTIVE PREMIUMS AND ALLOWANCES FOR PREMIUM TAXES WITH RESPECT TO ANY BODILY INJURY OR PROPERTY DAMAGE WHICH IS CAUSED DURING THE BINDER PERIOD.

IN WITNESS WHEREOF, the named insureds have caused this Binder, these Declarations and this Bond for Payment of Retrospective Premiums, to be signed and sealed by a duly authorized officer, to be effective August 1, 1977, eastern standard time.

Attest or Witness

Peter A. Irwin

Peter A. Irwin  
ASSISTANT SECRETARY

Named Insureds:

Consolidated Edison Company of N.Y. Inc.

(Named Insured - Type or Print)

By F.J. Hunziker, Jr. (SEAL)  
(Signature of Officer)

F.J. Hunziker, Jr., Assistant Vice President

(Type or Print Name & Title of Officer)

Date: July 18, 1977

\_\_\_\_\_  
(Named Insured - Type or Print)

By \_\_\_\_\_ (SEAL)  
(Signature of Officer)

\_\_\_\_\_  
(Type or Print Name & Title of Officer)

Date: \_\_\_\_\_

\_\_\_\_\_  
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By \_\_\_\_\_ (SEAL)  
(Signature of Officer)

\_\_\_\_\_  
(Type or Print Name & Title of Officer)

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the subscribing companies have caused the Binder and the Declarations to be signed on their behalf by the Manager of Mutual Atomic Energy Liability Underwriters, to be effective August 1, 1977, eastern standard time, and countersigned below by a duly authorized representative.

Attest or Witness

For the Subscribing Companies of  
Mutual Atomic Energy Liability  
Underwriters.

Barbara O'Leary

By Ambrose Kelly  
Ambrose Kelly, Manager

Countersigned by

R. J. Crean  
(Authorized Representative)

<u>SUBSCRIBING COMPANIES</u>	<u>PROPORTION OF 100%</u>
American Mutual Liability Insurance Company, Wakefield, MA	15.0000000
Employers Mutual Liability Insurance Company, Wausau, Wisc.	15.0000000
Liberty Mutual Insurance Company, Boston, MA	45.0000000
Lumbermans Mutual Casualty Company, Long Grove, Illinois	15.0000000
Michigan Mutual Liability Company, Detroit, Michigan	5.0000000
Sentry Insurance, A Mutual Company, Stevens Point, Wisc.	5.0000000

BINDER,  
INCLUDING  
DECLARATIONS AND  
BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

BINDER NO. XB-5

BINDER

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- A. The companies hereby bind insurance to the insureds named in Item 1 of the Declarations in accordance with the provisions of the Draft Master Policy. All rights and obligations of the parties to this binder are set forth in the provisions of the Draft Master Policy, as it may be amended from time to time pursuant to its conditions or paragraph B below.
- B. The term "Draft Master Policy" means the draft of the MASTER POLICY -- NUCLEAR ENERGY LIABILITY POLICY (SECONDARY FINANCIAL PROTECTION) dated June 24, 1977 in the custody of the Nuclear Regulatory Commission, a copy of which is attached hereto, and includes all binders issued by the companies in connection with such Draft Master Policy. The Master Policy, as subsequently issued by the companies, shall cancel and replace this binder and the Draft Master Policy effective as of August 1, 1977.
- C. Such insurance as is provided by the Draft Master Policy applies, through this binder, only:

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- (1) to the insureds identified in Items 1 and 2 of the Declarations below,
- (2) to bodily injury or property damage
- (a) with respect to which the primary financial protection described in Item 4 below would apply but for exhaustion of its limit of liability and
- (b) which is caused during the binder period stated in Item 8 below by the radioactive, toxic, explosive or other hazardous properties of nuclear material and
- (c) which is discovered and for which written claim is made against the insured not later than ten years after the end of such binder period; provided, however, that with respect to bodily injury or property damage caused by an extraordinary nuclear occurrence this subparagraph (c) shall not operate to bar coverage for bodily injury or property damage which is discovered and for which written claim is made against the insured not later than twenty years after the date of the extraordinary nuclear occurrence.

*Theodore Geras*  
Theodore Geras  
Secretary-Mutual  
Atomic Energy  
Liability Under-  
writers

DECLARATIONS

Item 1. Named insureds and addresses:

(a) Consolidated Edison Company of New York, Inc., New York, NY 10003

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Mutual Atomic Energy Liability Underwriters Policy MF- 29 - \$ 31,500,000  
Do other nuclear reactors share the limit of liability provided under the primary financial protection? Yes

Item 5. Maximum retrospective premium (exclusive of allowance for premium taxes) payable to the companies under the Draft Master Policy with respect to each nuclear incident: \$1,125,000.

- Item 6. Portion of the annual premium payable for the companies' contingent liability described in Condition 4 of the Draft Master Policy from the effective date hereof to the end of calendar year 1977: \$565.65.
- Item 7. Limits of liability: See Item 3 of the Declarations of the Draft Master Policy.
- Item 8. Binder period: Beginning on the first day of August, 1977, and continuing to the effective date and time of cancelation or termination of the Draft Master Policy or this binder, whichever first occurs, eastern standard time.

#### BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Know All Men By These Presents, that the undersigned do hereby acknowledge that they are named insureds under the Draft Master Policy described in the above Binder and Declarations. The named insureds do hereby covenant with and are held and are firmly bound to the subscribing members of Mutual Atomic Energy Liability Underwriters (hereinafter called the "companies") to pay to the companies all retrospective premiums and allowances for premium taxes which shall become due and payable in accordance with the terms of the Draft Master Policy with interest on such premiums and allowances for taxes to be computed at the rate provided in the Draft Master Policy from the date payment thereof is specified to be due the companies in a written notice to the named insured, as provided in Condition 1 of the Draft Master Policy until paid.

And it is hereby expressly agreed that copies of written notices of retrospective premiums and allowances for premium taxes due and payable or other evidence of such amounts due and payable sworn to by a duly authorized representative of the companies shall be prima facie evidence of the fact and extent of the liability of the named insureds for such amounts.

And it is further expressly agreed that the named insureds will indemnify the companies against any and all liability, losses and expenses of whatsoever kind or nature (including but not limited to interest, court costs and counsel fees) which the companies may sustain or incur (1) by reason of the failure of the named insureds to comply with the covenants and provisions of this Bond or (2) in enforcing any of the covenants or provisions of this Bond, or any provisions of the Draft Master Policy relating to such covenants or provisions.

For the purpose of recording this agreement, a photocopy acknowledged before a Notary Public to be a true copy hereof shall be regarded as an original.

THE ABOVE BINDER, DECLARATIONS AND BOND FORM A PART OF THE DRAFT MASTER POLICY. CANCELANON OR TERMINATION OF THE DRAFT MASTER POLICY OR THE BINDER SHALL NOT AFFECT THE OBLIGATIONS OF THE NAMED INSURED UNDER THE DRAFT MASTER POLICY OR THE BOND TO PAY THE RETROSPECTIVE PREMIUMS AND ALLOWANCES FOR PREMIUM TAXES WITH RESPECT TO ANY BODILY INJURY OR PROPERTY DAMAGE WHICH IS CAUSED DURING THE BINDER PERIOD.



IN WITNESS WHEREOF, the named insureds have caused this Binder, these Declarations and this Bond for Payment of Retrospective Premiums, to be signed and sealed by a duly authorized officer, to be effective August 1, 1977, eastern standard time.

Attest or Witness

Peter A. Irwin  
Peter A. Irwin  
ASSISTANT SECRETARY

Named Insureds:

Consolidated Edison Company of N.Y., Inc.  
(Named Insured - Type or Print)

By F.J. Hunziker, Jr. (SEAL)  
(Signature of Officer)

F.J. Hunziker, Jr., Assistant Vice President  
(Type or Print Name & Title of Officer)

Date: July 18, 1977

\_\_\_\_\_  
(Named Insured - Type or Print)

By \_\_\_\_\_ (SEAL)  
(Signature of Officer)

\_\_\_\_\_  
(Type or Print Name & Title of Officer)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Named Insured - Type or Print)

By \_\_\_\_\_ (SEAL)  
(Signature of Officer)

\_\_\_\_\_  
(Type or Print Name & Title of Officer)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Named Insured - Type or Print)

By \_\_\_\_\_ (SEAL)  
(Signature of Officer)

\_\_\_\_\_  
(Type or Print Name & Title of Officer)

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the subscribing companies have caused the Binder and the Declarations to be signed on their behalf by the Manager of Mutual Atomic Energy Liability Underwriters, to be effective August 1, 1977, eastern standard time, and countersigned below by a duly authorized representative.

Attest or Witness

For the Subscribing Companies of  
Mutual Atomic Energy Liability  
Underwriters

Barbara Orelas

By

Ambrose Kelly

Ambrose Kelly, Manager

Countersigned by

R. J. Crean  
(Authorized Representative) CTB

<u>SUBSCRIBING COMPANIES</u>	<u>PROPORTION OF 100%</u>
American Mutual Liability Insurance Company, Wakefield, MA	15.0000000
Employers Mutual Liability Insurance Company, Wausau, Wisc.	15.0000000
Liberty Mutual Insurance Company, Boston, MA	45.0000000
Lumbermans Mutual Casualty Company, Long Grove, Illinois	15.0000000
Michigan Mutual Liability Company, Detroit, Michigan	5.0000000
Sentry Insurance, A Mutual Company, Stevens Point, Wisc.	5.0000000

BINDER,  
INCLUDING  
DECLARATIONS AND  
BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

BINDER NO. XB-6

BINDER

The members of Mutual Atomic Energy Liability Underwriters, hereinafter called the "companies", subscribing this binder, each for itself, severally and not jointly, and in the respective proportions set forth herein, and the insureds named in Item 1 of the Declarations below, agree as follows:

- A. The companies hereby bind insurance to the insureds named in Item 1 of the Declarations in accordance with the provisions of the Draft Master Policy. All rights and obligations of the parties to this binder are set forth in the provisions of the Draft Master Policy, as it may be amended from time to time pursuant to its conditions or paragraph B below.
- B. The term "Draft Master Policy" means the draft of the MASTER POLICY -- NUCLEAR ENERGY LIABILITY POLICY (SECONDARY FINANCIAL PROTECTION) dated June 24, 1977 in the custody of the Nuclear Regulatory Commission, a copy of which is attached hereto, and includes all binders issued by the companies in connection with such Draft Master Policy. The Master Policy, as subsequently issued by the companies, shall cancel and replace this binder and the Draft Master Policy effective as of August 1, 1977.
- C. Such insurance as is provided by the Draft Master Policy applies, through this binder, only:

This is to certify that this is a true copy of the original binder, bearing the number designated hereon, for insurance coverage under the DRAFT MASTER POLICY-NUCLEAR ENERGY LIABILITY POLICY (Secondary Financial Protection) dated June 24, 1977. No insurance is afforded by this copy.

- (1) to the insureds identified in Items 1 and 2 of the Declarations below,
- (2) to bodily injury or property damage
  - (a) with respect to which the primary financial protection described in Item 4 below would apply but for exhaustion of its limit of liability and
  - (b) which is caused during the binder period stated in Item 8 below by the radioactive, toxic, explosive or other hazardous properties of nuclear material and
  - (c) which is discovered and for which written claim is made against the insured not later than ten years after the end of such binder period; provided, however, that with respect to bodily injury or property damage caused by an extraordinary nuclear occurrence this subparagraph (c) shall not operate to bar coverage for bodily injury or property damage which is discovered and for which written claim is made against the insured not later than twenty years after the date of the extraordinary nuclear occurrence.

*Theodore Geras*

Theodore Geras  
Secretary-Mutual  
Atomic Energy  
Liability Under-  
writers

DECLARATIONS

Item 1. Named insureds and addresses:

(a) Consolidated Edison Company of New York, Inc. - 4 Irving Place, New York, NY 10003

Item 2. Additional insureds:

Any other person or organization who would be covered under primary financial protection described in Item 4 of this binder but for exhaustion of the limit of liability of such primary financial protection.

Item 3. Description and location of the nuclear reactor: Unit 2 of the Indian Point Nuclear Generating Station located in the Village of Buchanan, Westchester County, New York

Item 4. Identification of primary financial protection applicable to the nuclear reactor and limit of liability thereof:  
Nuclear Energy Liability Insurance Association Policy NF-100 - \$108,500,000  
Mutual Atomic Energy Liability Underwriters Policy MF- 29 - \$ 31,500,000  
Do other nuclear reactors share the limit of liability provided under the primary financial protection? Yes

Item 5. Maximum retrospective premium (exclusive of allowance for premium taxes) payable to the companies under the Draft Master Policy with respect to each nuclear incident: \$1,125,000.

- Item 6. Portion of the annual premium payable for the companies' contingent liability described in Condition 4 of the Draft Master Policy from the effective date hereof to the end of calendar year 1977: \$565.65.
- Item 7. Limits of liability: See Item 3 of the Declarations of the Draft Master Policy.
- Item 8. Binder period: Beginning on the first day of August, 1977, and continuing to the effective date and time of cancelation or termination of the Draft Master Policy or this binder, whichever first occurs, eastern standard time.

#### BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Know All Men By These Presents, that the undersigned do hereby acknowledge that they are named insureds under the Draft Master Policy described in the above Binder and Declarations. The named insureds do hereby covenant with and are held and are firmly bound to the subscribing members of Mutual Atomic Energy Liability Underwriters (hereinafter called the "companies") to pay to the companies all retrospective premiums and allowances for premium taxes which shall become due and payable in accordance with the terms of the Draft Master Policy with interest on such premiums and allowances for taxes to be computed at the rate provided in the Draft Master Policy from the date payment thereof is specified to be due the companies in a written notice to the named insured, as provided in Condition 1 of the Draft Master Policy until paid.

And it is hereby expressly agreed that copies of written notices of retrospective premiums and allowances for premium taxes due and payable or other evidence of such amounts due and payable sworn to by a duly authorized representative of the companies shall be prima facie evidence of the fact and extent of the liability of the named insureds for such amounts.

And it is further expressly agreed that the named insureds will indemnify the companies against any and all liability, losses and expenses of whatsoever kind or nature (including but not limited to interest, court costs and counsel fees) which the companies may sustain or incur (1) by reason of the failure of the named insureds to comply with the covenants and provisions of this Bond or (2) in enforcing any of the covenants or provisions of this Bond, or any provisions of the Draft Master Policy relating to such covenants or provisions.

For the purpose of recording this agreement, a photocopy acknowledged before a Notary Public to be a true copy hereof shall be regarded as an original.

THE ABOVE BINDER, DECLARATIONS AND BOND FORM A PART OF THE DRAFT MASTER POLICY. CANCELATION OR TERMINATION OF THE DRAFT MASTER POLICY OR THE BINDER SHALL NOT AFFECT THE OBLIGATIONS OF THE NAMED INSURED UNDER THE DRAFT MASTER POLICY OR THE BOND TO PAY THE RETROSPECTIVE PREMIUMS AND ALLOWANCES FOR PREMIUM TAXES WITH RESPECT TO ANY BODILY INJURY OR PROPERTY DAMAGE WHICH IS CAUSED DURING THE BINDER PERIOD.

IN WITNESS WHEREOF, the named insureds have caused this Binder, these Declarations and this Bond for Payment of Retrospective Premiums, to be signed and sealed by a duly authorized officer, to be effective August 1, 1977, eastern standard time.

Attest or Witness

Peter A. Irwin

Peter A. Irwin  
ASSISTANT SECRETARY

Named Insureds:

Consolidated Edison Company of N.Y. Inc.

(Named Insured - Type or Print)

By F.J. Hunziker, Jr. (SEAL)  
(Signature of Officer)

F.J. Hunziker, Jr., Assistant Vice President

(Type or Print Name & Title of Officer)

Date: July 18, 1977

\_\_\_\_\_  
(Named Insured - Type or Print)

By \_\_\_\_\_ (SEAL)  
(Signature of Officer)

\_\_\_\_\_  
(Type or Print Name & Title of Officer)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Named Insured - Type or Print)

By \_\_\_\_\_ (SEAL)  
(Signature of Officer)

\_\_\_\_\_  
(Type or Print Name & Title of Officer)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Named Insured - Type or Print)

By \_\_\_\_\_ (SEAL)  
(Signature of Officer)

\_\_\_\_\_  
(Type or Print Name & Title of Officer)

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the subscribing companies have caused the Binder and the Declarations to be signed on their behalf by the Manager of Mutual Atomic Energy Liability Underwriters, to be effective August 1, 1977, eastern standard time, and countersigned below by a duly authorized representative.

Attest or Witness

For the Subscribing Companies of  
Mutual Atomic Energy Liability  
Underwriters

Barbara O'Leary

By

Ambrose Kelly

Ambrose Kelly, Manager

Countersigned by

R. G. Crean  
(Authorized Representative)

SUBSCRIBING COMPANIES

PROPORTION OF 100%

American Mutual Liability Insurance Company, Wakefield, MA	15.0000000
Employers Mutual Liability Insurance Company, Wausau, Wisc.	15.0000000
Liberty Mutual Insurance Company, Boston, MA	45.0000000
Lumbermans Mutual Casualty Company, Long Grove, Illinois	15.0000000
Michigan Mutual Liability Company, Detroit, Michigan	5.0000000
Sentry Insurance, A Mutual Company, Stevens Point, Wisc.	5.0000000

William J. Cahill  
Vice President

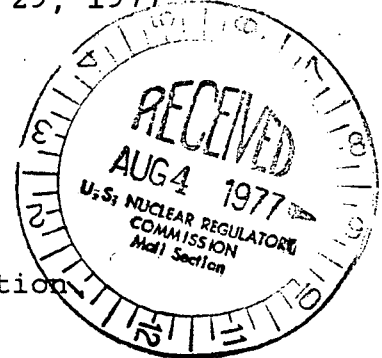
Consolidated Edison Company of New York, Inc.  
4 Irving Place, New York, N Y 10003  
Telephone (212) 460-3819

50-3/247/286

Regulatory

July 29, 1977

Jerome Saltzman, Chief  
Antitrust and Indemnity Group  
Nuclear Regulatory Commission  
Washington, D.C. 20545



Re: Secondary Financial Protection

Dear Sir:

Enclosed herewith you will find two certified  
copies of the following:

NEL-PIA Binder Nos. EB-5 and EB-6 evidencing  
that NEL-PIA's portion of Secondary Financial  
Protection Coverage has been secured.

As soon as the certified copies of the MAELU  
binder are received they shall be sent to  
you.

Very truly yours,

A handwritten signature in cursive script, appearing to read "William J. Cahill, Jr.".

William J. Cahill, Jr.  
Vice President

ks  
encl.

772170112



BINDER,  
INCLUDING  
DECLARATIONS AND  
BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

BINDER NO. EB-5

Regulatory

File Cy.

BINDER

The members of Nuclear Energy Liability Insurance Association, hereinafter called the "companies", subscribing this binder, each for itself, severally and not jointly, and in the respective proportions set forth herein, and the insureds named in Item 1 of the Declarations below, agree as follows:

- A. The companies hereby bind insurance to the insureds named in Item 1 of the Declarations in accordance with the provisions of the Draft Master Policy. All rights and obligations of the parties to this binder are set forth in the provisions of the Draft Master Policy, as it may be amended from time to time pursuant to its conditions or paragraph B below.
- B. The term "Draft Master Policy" means the draft of the MASTER POLICY -- NUCLEAR ENERGY LIABILITY POLICY (SECONDARY FINANCIAL PROTECTION) dated June 24, 1977 in the custody of the Nuclear Regulatory Commission, a copy of which is attached hereto, and includes all binders issued by the companies in connection with such Draft Master Policy. The Master Policy, as subsequently issued by the companies, shall cancel and replace this binder and the Draft Master Policy effective as of August 1, 1977.
- C. Such insurance as is provided by the Draft Master Policy applies, through this binder, only:
- (1) to the insureds identified in Items 1 and 2 of the Declarations below,
  - (2) to bodily injury or property damage
    - (a) with respect to which the primary financial protection described in Item 4 below would apply but for exhaustion of its limit of liability and
    - (b) which is caused during the binder period stated in Item 8 below by the radioactive, toxic, explosive or other hazardous properties of nuclear material and
    - (c) which is discovered and for which written claim is made against the insured not later than ten years after the end of such binder period; provided, however, that with respect to bodily injury or property damage caused by an extraordinary nuclear occurrence this subparagraph (c) shall not operate to bar coverage for bodily injury or property damage which is discovered and for which written claim is made against the insured not later than twenty years after the date of the extraordinary nuclear occurrence.

This is to certify that this is a true copy of the original binder, bearing the number designated hereon, for insurance coverage under the DRAFT MASTER POLICY-NUCLEAR ENERGY LIABILITY POLICY (Secondary Financial Protection) dated June 24, 1977. No insurance is afforded by this copy.

Charles R. Bardes,  
Manager-Liability Under-  
writing, Nuclear Energy  
Liability-Property  
Insurance Association

DECLARATIONS

Item 1. Named insureds and addresses:

(a) Consolidated Edison Company of New York, Inc. - 4 Irving Place, New York, NY 10003

Item 2. Additional insureds:

Any other person or organization who would be covered under primary financial protection described in Item 4 of this binder but for exhaustion of the limit of liability of such primary financial protection.

Item 3. Description and location of the nuclear reactor: Unit 1 of the Indian Point Nuclear Generating Station located in the Village of Buchanan, Westchester County, New York

Item 4. Identification of primary financial protection applicable to the nuclear reactor and limit of liability thereof:

Nuclear Energy Liability Insurance Association Policy NF-100 \$108,500,000

Mutual Atomic Energy Liability Underwriters Policy MF- 29 \$ 31,500,000

Do other nuclear reactors share the limit of liability provided under the primary financial protection? Yes

Item 5. Maximum retrospective premium (exclusive of allowance for premium taxes) payable to the companies under the Draft Master Policy with respect to each nuclear incident: \$3,875,000.

- Item 6. Portion of the annual premium payable for the companies' contingent liability described in Condition 4 of the Draft Master Policy from the effective date hereof to the end of calendar year 1977: \$1,948.35.
- Item 7. Limits of liability: See Item 3 of the Declarations of the Draft Master Policy.
- Item 8. Binder period: Beginning on the first day of August, 1977, and continuing to the effective date and time of cancelation or termination of the Draft Master Policy or this binder, whichever first occurs, eastern standard time.

#### BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Know All Men By These Presents, that the undersigned do hereby acknowledge that they are named insureds under the Draft Master Policy described in the above Binder and Declarations. The named insureds do hereby covenant with and are held and are firmly bound to the subscribing members of Nuclear Energy Liability Insurance Association (hereinafter called the "companies") to pay to the companies all retrospective premiums and allowances for premium taxes which shall become due and payable in accordance with the terms of the Draft Master Policy with interest on such premiums and allowances for taxes to be computed at the rate provided in the Draft Master Policy from the date payment thereof is specified to be due the companies in a written notice to the named insured, as provided in Condition 1 of the Draft Master Policy until paid.

And it is hereby expressly agreed that copies of written notices of retrospective premiums and allowances for premium taxes due and payable or other evidence of such amounts due and payable sworn to by a duly authorized representative of the companies shall be prima facie evidence of the fact and extent of the liability of the named insureds for such amounts.

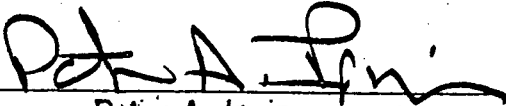
And it is further expressly agreed that the named insureds will indemnify the companies against any and all liability, losses and expenses of whatsoever kind or nature (including but not limited to interest, court costs and counsel fees) which the companies may sustain or incur (1) by reason of the failure of the named insureds to comply with the covenants and provisions of this Bond or (2) in enforcing any of the covenants or provisions of this Bond, or any provisions of the Draft Master Policy relating to such covenants or provisions.

For the purpose of recording this agreement, a photocopy acknowledged before a Notary Public to be a true copy hereof shall be regarded as an original.

THE ABOVE BINDER, DECLARATIONS AND BOND FORM A PART OF THE DRAFT MASTER POLICY. CANCELANON OR TERMINATION OF THE DRAFT MASTER POLICY OR THE BINDER SHALL NOT AFFECT THE OBLIGATIONS OF THE NAMED INSURED UNDER THE DRAFT MASTER POLICY OR THE BOND TO PAY THE RETROSPECTIVE PREMIUMS AND ALLOWANCES FOR PREMIUM TAXES WITH RESPECT TO ANY BODILY INJURY OR PROPERTY DAMAGE WHICH IS CAUSED DURING THE BINDER PERIOD.

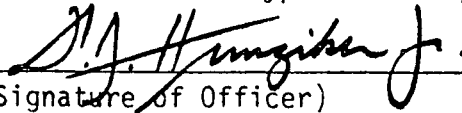
IN WITNESS WHEREOF, the named insureds have caused this Binder, these Declarations and this Bond for Payment of Retrospective Premiums, to be signed and sealed by a duly authorized officer, to be effective August 1, 1977, eastern standard time.

Attest or Witness

  
Peter A. Irwin  
ASSISTANT SECRETARY

Named Insureds:

Consolidated Edison Company of N.Y., Inc.  
(Named Insured - Type or Print)

By  (SEAL)  
(Signature of Officer)

F.J. Hunziker, Jr., Assistant Vice President  
(Type or Print Name & Title of Officer)

Date: July 18, 1977

\_\_\_\_\_  
(Named Insured - Type or Print)

By \_\_\_\_\_ (SEAL)  
(Signature of Officer)

\_\_\_\_\_  
(Type or Print Name & Title of Officer)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Named Insured - Type or Print)

By \_\_\_\_\_ (SEAL)  
(Signature of Officer)

\_\_\_\_\_  
(Type or Print Name & Title of Officer)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Named Insured - Type or Print)

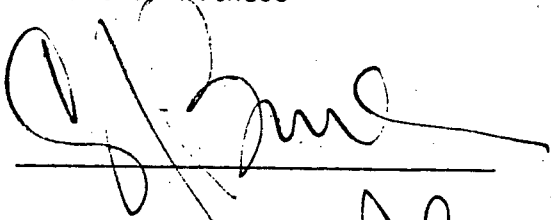
By \_\_\_\_\_ (SEAL)  
(Signature of Officer)

\_\_\_\_\_  
(Type or Print Name & Title of Officer)

Date: \_\_\_\_\_


IN WITNESS WHEREOF, the subscribing companies have caused the Binder and the Declarations to be signed on their behalf by the General Manager of Nuclear Energy Liability Insurance Association, to be effective August 1, 1977, eastern standard time, and countersigned below by a duly authorized representative.

Attest or Witness



For the Subscribing Companies of  
Nuclear Energy Liability Insurance  
Association

By

  
Burt C. Proom, General Manager

Countersigned by

  
(Authorized Representative)

SUBSCRIBING COMPANIES

PROPORTION OF 100%

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

BINDER,  
INCLUDING  
DECLARATIONS AND  
BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

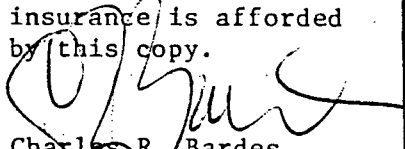
BINDER NO. EB-6

BINDER

The members of Nuclear Energy Liability Insurance Association, hereinafter called the "companies", subscribing this binder, each for itself, severally and not jointly, and in the respective proportions set forth herein, and the insureds named in Item 1 of the Declarations below, agree as follows:

- A. The companies hereby bind insurance to the insureds named in Item 1 of the Declarations in accordance with the provisions of the Draft Master Policy. All rights and obligations of the parties to this binder are set forth in the provisions of the Draft Master Policy, as it may be amended from time to time pursuant to its conditions or paragraph B below.
- B. The term "Draft Master Policy" means the draft of the MASTER POLICY -- NUCLEAR ENERGY LIABILITY POLICY (SECONDARY FINANCIAL PROTECTION) dated June 24, 1977 in the custody of the Nuclear Regulatory Commission, a copy of which is attached hereto, and includes all binders issued by the companies in connection with such Draft Master Policy. The Master Policy, as subsequently issued by the companies, shall cancel and replace this binder and the Draft Master Policy effective as of August 1, 1977.
- C. Such insurance as is provided by the Draft Master Policy applies, through this binder, only:
- (1) to the insureds identified in Items 1 and 2 of the Declarations below,
  - (2) to bodily injury or property damage
    - (a) with respect to which the primary financial protection described in Item 4 below would apply but for exhaustion of its limit of liability and
    - (b) which is caused during the binder period stated in Item 8 below by the radioactive, toxic, explosive or other hazardous properties of nuclear material and
    - (c) which is discovered and for which written claim is made against the insured not later than ten years after the end of such binder period; provided, however, that with respect to bodily injury or property damage caused by an extraordinary nuclear occurrence this subparagraph (c) shall not operate to bar coverage for bodily injury or property damage which is discovered and for which written claim is made against the insured not later than twenty years after the date of the extraordinary nuclear occurrence.

This is to certify that this is a true copy of the original binder, bearing the number designated hereon, for insurance coverage under the DRAFT MASTER POLICY-NUCLEAR ENERGY LIABILITY POLICY (Secondary Financial Protection) dated June 24, 1977. No insurance is afforded by this copy.

  
Charles R. Bardes,  
Manager-Liability Under-  
writing, Nuclear Energy  
Liability-Property  
Insurance Association

DECLARATIONS

Item 1. Named insureds and addresses:

(a) Consolidated Edison Company of New York, Inc. - 4 Irving Place, New York, NY 10003

Item 2. Additional insureds:

Any other person or organization who would be covered under primary financial protection described in Item 4 of this binder but for exhaustion of the limit of liability of such primary financial protection.

Item 3. Description and location of the nuclear reactor: Unit 1 of the Indian Point Nuclear Generating Station located in the Village of Buchanan, Westchester County, New York

Item 4. Identification of primary financial protection applicable to the nuclear reactor and limit of liability thereof:

Nuclear Energy Liability Insurance Association Policy NF-100	\$108,500,000
Mutual Atomic Energy Liability Underwriters Policy MF- 29	\$ 31,500,000

Do other nuclear reactors share the limit of liability provided under the primary financial protection? Yes

Item 5. Maximum retrospective premium (exclusive of allowance for premium taxes) payable to the companies under the Draft Master Policy with respect to each nuclear incident: \$3,875,000.

DECLARATIONS

Item 1. Named insureds and addresses:

- (a) Consolidated Edison Company of New York, Inc. - 4 Irving Place, New York,  
New York 10003

Item 2. Additional insureds:

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- Item 6. Portion of the annual premium payable for the companies' contingent liability described in Condition 4 of the Draft Master Policy from the effective date hereof to the end of calendar year 1977: \$1,948.35.
- Item 7. Limits of liability: See Item 3 of the Declarations of the Draft Master Policy.
- Item 8. Binder period: Beginning on the first day of August, 1977, and continuing to the effective date and time of cancelation or termination of the Draft Master Policy or this binder, whichever first occurs, eastern standard time.

#### BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Know All Men By These Presents, that the undersigned do hereby acknowledge that they are named insureds under the Draft Master Policy described in the above Binder and Declarations. The named insureds do hereby covenant with and are held and are firmly bound to the subscribing members of Nuclear Energy Liability Insurance Association (hereinafter called the "companies") to pay to the companies all retrospective premiums and allowances for premium taxes which shall become due and payable in accordance with the terms of the Draft Master Policy with interest on such premiums and allowances for taxes to be computed at the rate provided in the Draft Master Policy from the date payment thereof is specified to be due the companies in a written notice to the named insured, as provided in Condition 1 of the Draft Master Policy until paid.

And it is hereby expressly agreed that copies of written notices of retrospective premiums and allowances for premium taxes due and payable or other evidence of such amounts due and payable sworn to by a duly authorized representative of the companies shall be prima facie evidence of the fact and extent of the liability of the named insureds for such amounts.

And it is further expressly agreed that the named insureds will indemnify the companies against any and all liability, losses and expenses of whatsoever kind or nature (including but not limited to interest, court costs and counsel fees) which the companies may sustain or incur (1) by reason of the failure of the named insureds to comply with the covenants and provisions of this Bond or (2) in enforcing any of the covenants or provisions of this Bond, or any provisions of the Draft Master Policy relating to such covenants or provisions.

For the purpose of recording this agreement, a photocopy acknowledged before a Notary Public to be a true copy hereof shall be regarded as an original.

THE ABOVE BINDER, DECLARATIONS AND BOND FORM A PART OF THE DRAFT MASTER POLICY. CANCELATION OR TERMINATION OF THE DRAFT MASTER POLICY OR THE BINDER SHALL NOT AFFECT THE OBLIGATIONS OF THE NAMED INSURED UNDER THE DRAFT MASTER POLICY OR THE BOND TO PAY THE RETROSPECTIVE PREMIUMS AND ALLOWANCES FOR PREMIUM TAXES WITH RESPECT TO ANY BODILY INJURY OR PROPERTY DAMAGE WHICH IS CAUSED DURING THE BINDER PERIOD.

IN WITNESS WHEREOF, the named insureds have caused this Binder, these Declarations and this Bond for Payment of Retrospective Premiums, to be signed and sealed by a duly authorized officer, to be effective August 1, 1977, eastern standard time.

Attest or Witness

Peter A. Irwin  
Peter A. Irwin  
ASSISTANT SECRETARY

Named Insureds:

Consolidated Edison Company of N.Y., Inc.  
(Named Insured - Type or Print)

By F.J. Hunziker, Jr. (SEAL)  
(Signature of Officer)

F.J. Hunziker, Jr., Assistant Vice President  
(Type or Print Name & Title of Officer)

Date: July 18, 1977

\_\_\_\_\_  
(Named Insured - Type or Print)

By \_\_\_\_\_ (SEAL)  
(Signature of Officer)

\_\_\_\_\_  
(Type or Print Name & Title of Officer)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Named Insured - Type or Print)

By \_\_\_\_\_ (SEAL)  
(Signature of Officer)

\_\_\_\_\_  
(Type or Print Name & Title of Officer)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Named Insured - Type or Print)

By \_\_\_\_\_ (SEAL)  
(Signature of Officer)

\_\_\_\_\_  
(Type or Print Name & Title of Officer)

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the subscribing companies have caused the Binder and the Declarations to be signed on their behalf by the General Manager of Nuclear Energy Liability Insurance Association, to be effective August 1, 1977, eastern standard time, and countersigned below by a duly authorized representative.

Attest or Witness

For the Subscribing Companies of  
Nuclear Energy Liability Insurance  
Association

By

Burt C. Proom, General Manager

Countersigned by

(Authorized Representative)

SUBSCRIBING COMPANIES

PROPORTION OF 100%

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

BINDER,  
INCLUDING  
DECLARATIONS AND  
BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

BINDER NO. EB-5

BINDER

The members of Nuclear Energy Liability Insurance Association, hereinafter called the "companies", subscribing this binder, each for itself, severally and not jointly, and in the respective proportions set forth herein, and the insureds named in Item 1 of the Declarations below, agree as follows:

- A. The companies hereby bind insurance to the insureds named in Item 1 of the Declarations in accordance with the provisions of the Draft Master Policy. All rights and obligations of the parties to this binder are set forth in the provisions of the Draft Master Policy, as it may be amended from time to time pursuant to its conditions or paragraph B below.
- B. The term "Draft Master Policy" means the draft of the MASTER POLICY -- NUCLEAR ENERGY LIABILITY POLICY (SECONDARY FINANCIAL PROTECTION) dated June 24, 1977 in the custody of the Nuclear Regulatory Commission, a copy of which is attached hereto, and includes all binders issued by the companies in connection with such Draft Master Policy. The Master Policy, as subsequently issued by the companies, shall cancel and replace this binder and the Draft Master Policy effective as of August 1, 1977.
- C. Such insurance as is provided by the Draft Master Policy applies, through this binder, only:
- (1) to the insureds identified in Items 1 and 2 of the Declarations below,
  - (2) to bodily injury or property damage
    - (a) with respect to which the primary financial protection described in Item 4 below would apply but for exhaustion of its limit of liability and
    - (b) which is caused during the binder period stated in Item 8 below by the radioactive, toxic, explosive or other hazardous properties of nuclear material and
    - (c) which is discovered and for which written claim is made against the insured not later than ten years after the end of such binder period; provided, however, that with respect to bodily injury or property damage caused by an extraordinary nuclear occurrence this subparagraph (c) shall not operate to bar coverage for bodily injury or property damage which is discovered and for which written claim is made against the insured not later than twenty years after the date of the extraordinary nuclear occurrence.

This is to certify that this is a true copy of the original binder, bearing the number designated hereon, for insurance coverage under the DRAFT MASTER POLICY-NUCLEAR ENERGY LIABILITY POLICY (Secondary Financial Protection) dated June 24, 1977. No insurance is afforded by this copy.

Charles R. Barges,  
Manager-Liability Under-  
writing, Nuclear Energy  
Liability-Property  
Insurance Association

- Item 6. Portion of the annual premium payable for the companies' contingent liability described in Condition 4 of the Draft Master Policy from the effective date hereof to the end of calendar year 1977: \$1,948.35.
- Item 7. Limits of liability: See Item 3 of the Declarations of the Draft Master Policy.
- Item 8. Binder period: Beginning on the first day of August, 1977, and continuing to the effective date and time of cancelation or termination of the Draft Master Policy or this binder, whichever first occurs, eastern standard time.

#### BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Know All Men By These Presents, that the undersigned do hereby acknowledge that they are named insureds under the Draft Master Policy described in the above Binder and Declarations. The named insureds do hereby covenant with and are held and are firmly bound to the subscribing members of Nuclear Energy Liability Insurance Association (hereinafter called the "companies") to pay to the companies all retrospective premiums and allowances for premium taxes which shall become due and payable in accordance with the terms of the Draft Master Policy with interest on such premiums and allowances for taxes to be computed at the rate provided in the Draft Master Policy from the date payment thereof is specified to be due the companies in a written notice to the named insured, as provided in Condition 1 of the Draft Master Policy until paid.

And it is hereby expressly agreed that copies of written notices of retrospective premiums and allowances for premium taxes due and payable or other evidence of such amounts due and payable sworn to by a duly authorized representative of the companies shall be prima facie evidence of the fact and extent of the liability of the named insureds for such amounts.


And it is further expressly agreed that the named insureds will indemnify the companies against any and all liability, losses and expenses of whatsoever kind or nature (including but not limited to interest, court costs and counsel fees) which the companies may sustain or incur (1) by reason of the failure of the named insureds to comply with the covenants and provisions of this Bond or (2) in enforcing any of the covenants or provisions of this Bond, or any provisions of the Draft Master Policy relating to such covenants or provisions.

For the purpose of recording this agreement, a photocopy acknowledged before a Notary Public to be a true copy hereof shall be regarded as an original.

THE ABOVE BINDER, DECLARATIONS AND BOND FORM A PART OF THE DRAFT MASTER POLICY. CANCELATION OR TERMINATION OF THE DRAFT MASTER POLICY OR THE BINDER SHALL NOT AFFECT THE OBLIGATIONS OF THE NAMED INSURED UNDER THE DRAFT MASTER POLICY OR THE BOND TO PAY THE RETROSPECTIVE PREMIUMS AND ALLOWANCES FOR PREMIUM TAXES WITH RESPECT TO ANY BODILY INJURY OR PROPERTY DAMAGE WHICH IS CAUSED DURING THE BINDER PERIOD.


IN WITNESS WHEREOF, the named insureds have caused this Binder, these Declarations and this Bond for Payment of Retrospective Premiums, to be signed and sealed by a duly authorized officer, to be effective August 1, 1977, eastern standard time.

Attest or Witness

  
Peter A. Irwin  
ASSISTANT SECRETARY

Named Insureds:

Consolidated Edison Company of N.Y., Inc.  
(Named Insured - Type or Print)

By  (SEAL)  
(Signature of Officer)

F.J. Hunziker, Jr., Assistant Vice President  
(Type or Print Name & Title of Officer)

Date: July 18, 1977

\_\_\_\_\_  
(Named Insured - Type or Print)

By \_\_\_\_\_ (SEAL)  
(Signature of Officer)

\_\_\_\_\_  
(Type or Print Name & Title of Officer)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Named Insured - Type or Print)

By \_\_\_\_\_ (SEAL)  
(Signature of Officer)

\_\_\_\_\_  
(Type or Print Name & Title of Officer)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Named Insured - Type or Print)

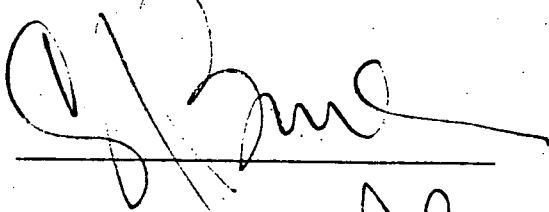
By \_\_\_\_\_ (SEAL)  
(Signature of Officer)

\_\_\_\_\_  
(Type or Print Name & Title of Officer)

Date: \_\_\_\_\_

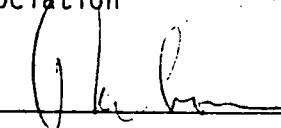
IN WITNESS WHEREOF, the subscribing companies have caused the Binder and the Declarations to be signed on their behalf by the General Manager of Nuclear Energy Liability Insurance Association, to be effective August 1, 1977, eastern standard time, and countersigned below by a duly authorized representative.

Attest or Witness



For the Subscribing Companies of  
Nuclear Energy Liability Insurance  
Association

By

  
Burt C. Proom, General Manager

Countersigned by

  
(Authorized Representative)

SUBSCRIBING COMPANIES

PROPORTION OF 100%

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

BINDER,  
INCLUDING  
DECLARATIONS AND  
BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

BINDER NO. EB-6

BINDER

The members of Nuclear Energy Liability Insurance Association, hereinafter called the "companies", subscribing this binder, each for itself, severally and not jointly, and in the respective proportions set forth herein, and the insureds named in Item 1 of the Declarations below, agree as follows:

- A. The companies hereby bind insurance to the insureds named in Item 1 of the Declarations in accordance with the provisions of the Draft Master Policy. All rights and obligations of the parties to this binder are set forth in the provisions of the Draft Master Policy, as it may be amended from time to time pursuant to its conditions or paragraph B below.
- B. The term "Draft Master Policy" means the draft of the MASTER POLICY -- NUCLEAR ENERGY LIABILITY POLICY (SECONDARY FINANCIAL PROTECTION) dated June 24, 1977 in the custody of the Nuclear Regulatory Commission, a copy of which is attached hereto, and includes all binders issued by the companies in connection with such Draft Master Policy. The Master Policy, as subsequently issued by the companies, shall cancel and replace this binder and the Draft Master Policy effective as of August 1, 1977.
- C. Such insurance as is provided by the Draft Master Policy applies, through this binder, only:
  - (1) to the insureds identified in Items 1 and 2 of the Declarations below,
  - (2) to bodily injury or property damage
    - (a) with respect to which the primary financial protection described in Item 4 below would apply but for exhaustion of its limit of liability and
    - (b) which is caused during the binder period stated in Item 8 below by the radioactive, toxic, explosive or other hazardous properties of nuclear material and
    - (c) which is discovered and for which written claim is made against the insured not later than ten years after the end of such binder period; provided, however, that with respect to bodily injury or property damage caused by an extraordinary nuclear occurrence this subparagraph (c) shall not operate to bar coverage for bodily injury or property damage which is discovered and for which written claim is made against the insured not later than twenty years after the date of the extraordinary nuclear occurrence.

This is to certify that this is a true copy of the original binder, bearing the number designated hereon, for insurance coverage under the DRAFT MASTER POLICY-NUCLEAR ENERGY LIABILITY POLICY (Secondary Financial Protection) dated June 24, 1977. No insurance is afforded by this copy.

Charles R. Bardes,  
Manager, Liability Under-  
writing, Nuclear Energy  
Liability-Property  
Insurance Association



DECLARATIONS

Item 1. Named insureds and addresses:

- (a) Consolidated Edison Company of New York, Inc. - 4 Irving Place, New York,  
New York 10003

Item 2. Additional insureds:

Any other person or organization who would be covered under primary financial protection described in Item 4 of this binder but for exhaustion of the limit of liability of such primary financial protection.

Item 3. Description and location of the nuclear reactor: Unit 2 of the Indian Point Nuclear Generating Station located in the Village of Buchanan, Westchester County, New York

Item 4. Identification of primary financial protection applicable to the nuclear reactor and limit of liability thereof:  
Nuclear Energy Liability Insurance Association Policy NF- 100- \$108,500,000  
Mutual Atomic Energy Liability Underwriters Policy MF- 29- \$ 31,500,000  
Do other nuclear reactors share the limit of liability provided under the primary financial protection? Yes

Item 5. Maximum retrospective premium (exclusive of allowance for premium taxes) payable to the companies under the Draft Master Policy with respect to each nuclear incident: \$3,875,000.

- Item 6. Portion of the annual premium payable for the companies' contingent liability described in Condition 4 of the Draft Master Policy from the effective date hereof to the end of calendar year 1977: \$1,948.35.
- Item 7. Limits of liability: See Item 3 of the Declarations of the Draft Master Policy.
- Item 8. Binder period: Beginning on the first day of August, 1977, and continuing to the effective date and time of cancelation or termination of the Draft Master Policy or this binder, whichever first occurs, eastern standard time.

#### BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Know All Men By These Presents, that the undersigned do hereby acknowledge that they are named insureds under the Draft Master Policy described in the above Binder and Declarations. The named insureds do hereby covenant with and are held and are firmly bound to the subscribing members of Nuclear Energy Liability Insurance Association (hereinafter called the "companies") to pay to the companies all retrospective premiums and allowances for premium taxes which shall become due and payable in accordance with the terms of the Draft Master Policy with interest on such premiums and allowances for taxes to be computed at the rate provided in the Draft Master Policy from the date payment thereof is specified to be due the companies in a written notice to the named insured, as provided in Condition 1 of the Draft Master Policy until paid.

And it is hereby expressly agreed that copies of written notices of retrospective premiums and allowances for premium taxes due and payable or other evidence of such amounts due and payable sworn to by a duly authorized representative of the companies shall be prima facie evidence of the fact and extent of the liability of the named insureds for such amounts.

And it is further expressly agreed that the named insureds will indemnify the companies against any and all liability, losses and expenses of whatsoever kind or nature (including but not limited to interest, court costs and counsel fees) which the companies may sustain or incur (1) by reason of the failure of the named insureds to comply with the covenants and provisions of this Bond or (2) in enforcing any of the covenants or provisions of this Bond, or any provisions of the Draft Master Policy relating to such covenants or provisions.

For the purpose of recording this agreement, a photocopy acknowledged before a Notary Public to be a true copy hereof shall be regarded as an original.

THE ABOVE BINDER, DECLARATIONS AND BOND FORM A PART OF THE DRAFT MASTER POLICY. CANCELATION OR TERMINATION OF THE DRAFT MASTER POLICY OR THE BINDER SHALL NOT AFFECT THE OBLIGATIONS OF THE NAMED INSURED UNDER THE DRAFT MASTER POLICY OR THE BOND TO PAY THE RETROSPECTIVE PREMIUMS AND ALLOWANCES FOR PREMIUM TAXES WITH RESPECT TO ANY BODILY INJURY OR PROPERTY DAMAGE WHICH IS CAUSED DURING THE BINDER PERIOD.

IN WITNESS WHEREOF, the named insureds have caused this Binder, these Declarations and this Bond for Payment of Retrospective Premiums, to be signed and sealed by a duly authorized officer, to be effective August 1, 1977, eastern standard time.

Attest or Witness

Peter A. Irwin

Peter A. Irwin  
ASSISTANT SECRETARY

Named Insureds:

Consolidated Edison Company of N.Y., Inc.

(Named Insured - Type or Print)

By F.J. Hunziker, Jr. (SEAL)  
(Signature of Officer)

F.J. Hunziker, Jr., Assistant Vice  
President  
(Type or Print Name & Title of Officer)

Date: July 18, 1977

\_\_\_\_\_  
(Named Insured - Type or Print)

By \_\_\_\_\_ (SEAL)  
(Signature of Officer)

\_\_\_\_\_  
(Type or Print Name & Title of Officer)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Named Insured - Type or Print)

By \_\_\_\_\_ (SEAL)  
(Signature of Officer)

\_\_\_\_\_  
(Type or Print Name & Title of Officer)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Named Insured - Type or Print)

By \_\_\_\_\_ (SEAL)  
(Signature of Officer)

\_\_\_\_\_  
(Type or Print Name & Title of Officer)

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the subscribing companies have caused the Binder and the Declarations to be signed on their behalf by the General Manager of Nuclear Energy Liability Insurance Association, to be effective August 1, 1977, eastern standard time, and countersigned below by a duly authorized representative.

Attest or Witness

For the Subscribing Companies of  
Nuclear Energy Liability Insurance  
Association

By

Burt C. Proom, General Manager

Countersigned by

(Authorized Representative)

SUBSCRIBING COMPANIES

PROPORTION OF 100%

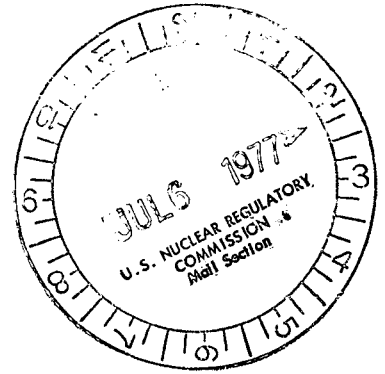
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Hartford Steam Boiler Insp. & Ins. Co., The, 56 Prospect St., Hartford, CT 06102	.4354780
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Transamerica Insurance Co., 1150 So. Olive St., Los Angeles, CA 90015	.6334225
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United States Fidelity and Guaranty Co., P.O. BOX 1138, Baltimore, MD 21203	9.0262712
United States Fire Insurance Co., Madison Ave. at Canfield Rd., Morristown, NJ 07960	2.8504014
Zurich Insurance Co., 111 West Jackson Blvd., Chicago, IL 60604	.7917782

*Dated 6/30/77*

Consolidated Edison Company of New York, Inc.  
4 Irving Place, New York, N.Y. 10003  
Telephone (212) 460-5133

June 30, 1977

Mr. Jerome Saltzman, Chief  
Antitrust & Indemnity Group  
Nuclear Reactor Regulation  
U.S. Nuclear Regulatory Commission  
Washington, D.C. 20555



Secondary Financial Protection  
Docket No. 50-247

Dear Sir:

In response to your letter of June 15, 1977, Con Edison intends to guarantee its retrospective premium obligation with respect to Indian Point No. 2, under Public Law 94-197 (Price-Anderson Act), by submitting certified financial statements (Alternative No. 5, as outlined in the third paragraph of your letter) to the Commission pursuant to its guidelines. In our opinion, the retrospective premium obligation is not applicable to Indian Point No. 1 since that unit has had its fuel removed and is not permitted to operate.

Pursuant to the telephone conversation between William Collins, our Insurance Manager, and Ira Dinitz on June 23, 1977, Con Edison will not file any guarantee with respect to Indian Point No. 3. We understand that the premium obligation for that plant will be met by the Power Authority of The State of New York.

Con Edison prefers August 1 be the anniversary date for future submittals.

Sincerely,

A handwritten signature in cursive script, which appears to read "Peter Zarakas".

WJC:mas

William J. Cahill, Jr.  
Vice President

Consolidated Edison Company of New York, Inc.  
4 Irving Place, New York, N Y 10003  
Telephone (212) 460-3819



May 5, 1977

Re: Indian Point Unit Nos. 1, 2 & 3  
Docket Nos. 50-3, 50-247 & 50-286

## Regulatory Docket File

Director of Nuclear Reactor Regulation  
ATTN: Mr. Jerome Saltzman, Chief  
Antitrust and Indemnity Group  
U.S. Nuclear Regulatory Commission  
Washington, D.C. 20555

Dear Sir:

In response to your letter of April 20, 1977, we return herewith Amendment No. 19 to Indemnity Agreement No. B-19 which has been duly signed by Consolidated Edison Company of New York, Inc. and Power Authority of the State of New York.

Very truly yours,

William J. Cahill, Jr.  
Vice President

WJC:mc

Encl.

copy to: Mr. George T. Berry  
General Manager and Chief Engineer  
Power Authority of the State of New York  
10 Columbus Circle  
New York, N.Y. 10019

771310110



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

Docket Nos. 50-3  
50-247  
50-286

AMENDMENT TO INDEMNITY AGREEMENT NO. B-19

AMENDMENT NO. 19

Effective MAY 1 1977, Indemnity Agreement No. B-19, between Consolidated Edison Company of New York, Inc. and the Power Authority of the State of New York, and the Atomic Energy Commission, dated December 4, 1961, as amended, is hereby further amended as follows:

The amount "\$125,000,000" is deleted wherever it appears and the amount "\$140,000,000" is substituted therefor.

The amount "\$96,875,000" is deleted wherever it appears and the amount "\$108,500,000" is substituted therefor.

The amount "\$28,125,000" is deleted wherever it appears and the amount "\$31,500,000" is substituted therefor.


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

Item 2 - Amount of financial protection

- |    |              |   |
|----|--------------|---|
| a. | \$1,000,000  | (From 12:01 a.m., December 4, 1961, to 12 midnight, March 25, 1962, inclusive)    |
|    | \$60,000,000 | (From 12:01 a.m., March 26, 1962, to 12 midnight, December 31, 1965, inclusive)   |
|    | \$74,000,000 | (From 12:01 a.m., January 1, 1966, to 12 midnight, January 31, 1969, inclusive)   |
|    | \$82,000,000 | (From 12:01 a.m., February 1, 1969, to 12 midnight, February 29, 1972, inclusive) |

\$95,000,000	(From 12:01 a.m., March 1, 1972, to 12 midnight, February 28, 1974, inclusive)
\$110,000,000	(From 12:01 a.m., March 1, 1974, to 12 midnight, March 20, 1975, inclusive)
\$125,000,000	(From 12:01 a.m., March 21, 1975, to 12 midnight, APR 30 1977, inclusive)
\$140,000,000	(From 12:01 a.m., MAY 1 1977 )

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

  
Jerome Saltzman, Chief  
Antitrust & Indemnity Group  
Nuclear Reactor Regulation

Accepted April 28, 1977

By William J. Reilly  
CONSOLIDATED EDISON COMPANY OF NEW YORK

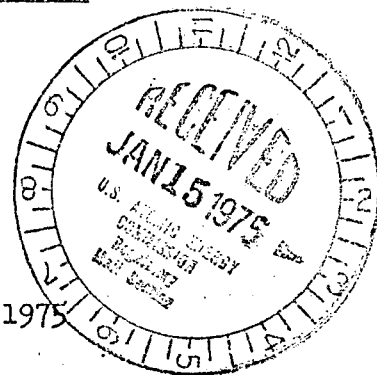
Accepted May 2, 1977

By Leah Perry  
POWER AUTHORITY OF THE STATE OF NEW YORK



# MARSH & MCLENNAN

50-3 (247) 286



January 13, 1975

Mr. Jerome Saltzman  
U. S. Atomic Energy Commission  
Washington, D. C. 20545

Dear Mr. Saltzman:

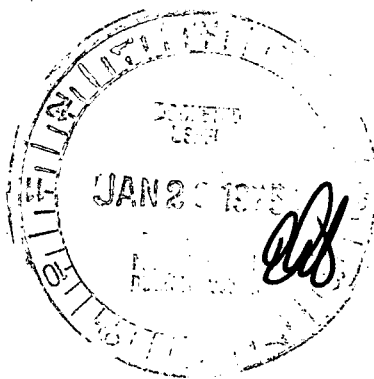
Consolidated Edison Company  
Indian Point Nuclear Power Station  
NELIA Policy No. NF-100

Enclosed are eight certified copies of Endorsement No. 76 to  
NELIA Policy No. NF-100 for the captioned insured.

Sincerely,

John R. Duck, Jr.  
Nuclear Department

JRD:ccc  
Enc.



451

*Inc*  
*(4)*  
*BN*

# Nuclear Energy Liability Insurance

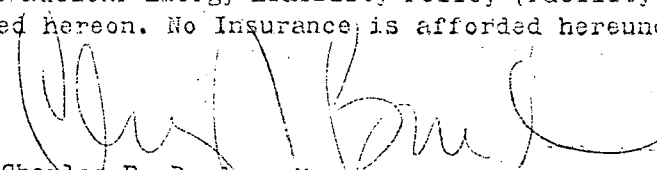
## NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

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

Calendar Year 1975

- 1a. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: \$ 431,117.00
- b. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: \$ 325,323.92
2. It is agreed that with respect to bodily injury or property damage caused, during the effective period of this endorsement, by the nuclear energy hazard:
  - a. The word "companies" wherever used in the policy means the subscribing companies listed on the reverse side of this endorsement.
  - b. The policy shall be binding on such companies only.
  - c. Each such company shall be liable only for its proportion of any obligation assumed or expense incurred under the policy because of such bodily injury or property damage as designated on the reverse side of this endorsement.
3. It is agreed that the effective period of this endorsement is to the close of December 31st of the Calendar Year designated in the caption above, or to the time of the termination or cancelation of the policy, if sooner.

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

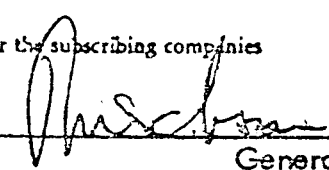
  
Charles R. Bardes, Manager-Liability Underwriting  
Nuclear Energy Liability-Property Insurance Assoc.

Effective Date of this Endorsement January 1, 1975 To form a part of Policy No. NF-100  
12:01 A.M. Standard Time

Issued to Consolidated Edison Company

Date of Issue December 12, 1974

For the subscribing companies

By   
General Manager

Endorsement No. 76

NE-35 (1/1/75)

Countersigned by \_\_\_\_\_

SUBSCRIBING COMPANIES	PROPORTION OF 100%
Aetna Casualty and Surety Company, The, 151 Farmington Ave., Hartford Conn. 06115	10.7304909
Aetna Insurance Company, 55 Elm St., Hartford, Conn 06115	2.2482933
Allstate Insurance Company, 8324 Skokie Blvd., Skokie, Ill. 60076	3.6790255
American Motorists Insurance Company, Long Grove, Ill., 60049	51.09758
Argonaut Insurance Company, Menlo Park, California 94025	2861464
Centennial Insurance Company, 45 Wall Street, New York, New York 10005	3270245
Commercial Union Insurance Company, One Beacon Street, Boston, Mass. 02108	3.8834158
Continental Casualty Company, 310 South Michigan Ave, Chicago, Ill. 60604	5.8251237
Continental Insurance Company, The 80 Maiden Lane, New York, New York 10038	6.6426849
Federal Insurance Company, 51 John F. Kennedy Parkway, Short Hills, New Jersey 07078	1.1241467
Fireman's Fund Insurance Company, 3333 California St., San Francisco, California 94119	4.0878061
General Accident Fire and Life Assurance Corporation, Ltd., Fourth and Walnut St. Philadelphia PA 19106	1.3285370
Great American Insurance Company, 6310 St. Vincente Blvd., Los Angeles, Calif 90048	1.1241467
Gulf Insurance Company, 3015 Cedar Spring Road, Dallas, Texas 75219	2043903
Hanover Insurance Company, The 440 Lincoln Street, Worcester, Mass 01605	5620733
Hartford Accident and Indemnity Company 690 Asylum Ave, Hartford, Connecticut 06115	8.1758121
Hartford Steam Boiler Inspection and Insurance Company, The 56 Prospect St., Hartford, CT 06102	51.09758
Home Indemnity Company, The 59 Maiden La., New York, New York 10038	1.9928055
Insurance Company of North America 1600 Arch Street, Philadelphia, PA 19101	8.6865879
Manhattan Fire and Marine Insurance Company, The, 260 Long Ridge Road, Stamford, CT 06902	3.065855
Maryland Casualty Company, 3910 Keswick Road, Baltimore, Maryland 21211	1.6351224
Monarch Insurance Company of Ohio, The 19 Rector Street New York, New York 10006	2043903
New Hampshire Insurance Company, 1750 Elm Street, Manchester, New Hampshire 03104	2043903
Northwestern National Insurance Co., 731 North Jackson St., Milwaukee, Wisconsin 53202	7153661
Pacific Indemnity Company, 3200 Wilshire Blvd., Los Angeles, California 90054	3.065855
Peerless Insurance Company, 62 Maple Avenue Keene, New Hampshire 03431	1.277439
Phoenix Assurance Company of New York, 80 Maiden La, New York, New York 10038	6131709
Providence Washington Insurance Company, 20 Washington Pl, Providence, Rhode Island 02901	1.021952
Reliance Insurance Company, 4 Penn Plaza, Philadelphia, PA 19103	1.0219515
Royal-Globe Insurance Company, 150 William Street, New York, New York 10038	4.1389037
St. Paul Fire and Marine Insurance Company, 385 Washington Street, St. Paul, Minnesota 55102	3.9058987
Seaboard Surety Company, 90 William St., New York, New York 10038	4087806
Security Insurance Company of Hartford, 1000 Asylum Avenue, Hartford, CT 06101	1.3796346
State Farm Fire and Casualty Company, 112 East Washington St., Bloomington, Ill. 61701	6131709
Stuyvesant Insurance Company, 1105 Hamilton St., Allentown, PA 18101	0868559
Transamerica Insurance Company, 1150 South Olive St., Los Angeles, California 90015	4087806
Travelers Indemnity Company, The, One Tower Square, Hartford, Connecticut 06115	11.4458570
United States Fidelity and Guaranty Company, U.S. Fidelity and Guaranty Bldg., Baltimore MD. 21203	6.7448300
United States Fire Insurance Company, Madison Ave. and Canfield Road, Morristown, New Jersey 07950	2.6775130
Zurich Insurance Company, 111 West Jackson Blvd., Chicago, Illinois 60604	1.0219515