ATTACHMENT TO LICENSE AMENDMENT NO.

RENEWED FACILITY OPERATING LICENSE NO. DPR-63

DOCKET NO. 50-220

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

REMOVE	INSERT
1	1
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NINE MILE POINT NUCLEAR STATION, LLC

EXELON GENERATION COMPANY, LLC

DOCKET NO. 50-220

NINE MILE POINT NUCLEAR STATION, UNIT 1

RENEWED FACILITY OPERATING LICENSE

Renewed License No. DPR-63

1. The Nuclear Regulatory Commission (NRC or the Commission) having previously made the findings set forth in License No. DPR-63 issued on December 26, 1974, has now found that:

   A. The application for license, as amended, originally filed by the Niagara Mohawk Power Corporation as supplemented by Nine Mile Point Nuclear Station, LLC (NMP LLC)* complies with the standards and requirements of the Atomic Energy Act of 1954, as amended (the Act), and the Commission's rules and regulations as set forth in 10 CFR Chapter I and all required notifications to other agencies or bodies have been duly made;

   B. Construction of the Nine Mile Point Nuclear Station Unit No. 1 has been substantially completed in conformity with Construction Permit No. CPPR-16 and the application, as amended, the provisions of the Act and the rules and regulations of the Commission;

   C. Actions have been identified and have been or will be taken with respect to (1) managing the effects of aging during the period of extended operation on the functionality of structures and components that have been identified to require review under 10 CFR 54.21(a)(1); and (2) time-limited aging analyses that have been identified to require review under 10 CFR 54.21(c), such that there is reasonable assurance that the activities authorized by the renewed operating license will continue to be conducted in accordance with the current licensing basis, as defined in 10 CFR 54.3, for the facility, and that any changes made to the facility's current licensing basis in order to comply with 10 CFR 54.29(a) are in accordance with the Act and the Commission's regulations;

   D. The facility will operate in conformity with the application, as amended, the provisions of the Act, and the rules and regulations of the Commission;

   E. There is reasonable assurance: (i) that the activities authorized by this operating license can be conducted without endangering the health and the safety of the public, and (ii) that such activities will be conducted in compliance with the rules and regulations of the Commission;

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* By Order dated October 9, 2009, as superseded by Order dated October 30, 2009, the transfer of this license to Nine Mile Point Nuclear Station, LLC, was approved. By Order dated March XX, 2014, the transfer of the operating authority under this license to Exelon Generation Company, LLC was approved.

F. Exelon Generation and NMP LLC are technically and financially qualified to engage in the activities authorized by this renewed operating license in accordance with the rules and regulations of the Commission;

G. Exelon Generation and NMP LLC** have satisfied the applicable provisions of 10 CFR Part 140 "Financial Protection Requirements and Indemnity Agreements" of the Commission's regulations;

H. The issuance of this full-term renewed operating license will not be inimical to the common defense and security or to the health and safety of the public;

I. After weighing the environmental, economic, technical, and other benefits of the facility against environmental and other costs and considering available alternatives, the adverse environmental impacts of license renewal are not so great that preserving the option of license renewal would be unreasonable and the issuance of the full-term Renewed Facility Operating License No. DPR-63 (subject to the conditions for protection of the environment set forth herein) is in accordance with Appendix D, 10 CFR Part 50 of the Commission's regulations and all applicable requirements have been satisfied; and

J. The receipt, possession, and use of source, byproduct and special nuclear material as authorized by this license will be in accordance with the Commission's regulations in 10 CFR Parts 30, 40 and 70 including Section 30.33, 40.32, 70.23 and 70.31.

2. Renewed Facility Operating License No. DPR-63 is hereby issued to Exelon Generation and Nine Mile Point Nuclear Station, LLC to read as follows:

A. This license applies to the Nine Mile Point Nuclear Station Unit No. 1, a single cycle, force circulation, boiling light water reactor, and associated equipment (the facility), owned by Nine Mile Point Nuclear Station, LLC. The facility is located on the Nine Mile Point site on the southeast shore of Lake Ontario in Oswego County, New York and is described in the "Final Safety Analysis Report" (with its Amendments Nos. 3 through 13 and its Supplements Nos. 1 through 10) and the "Environmental Report" (with its Supplements Nos. 1 through 3).

B. Subject to the conditions and requirements incorporated herein, the Commission hereby licenses Nine Mile Point Nuclear Station, LLC:

(1) Pursuant to Section 104b of the Act and 10 CFR Part 50, "Licensing of Production and Utilization Facilities," (a) NMP LLC to possess and (b) Exelon Generation to possess, use, and operate the facility at the designated location in Oswego County, New York, in accordance with the procedures and limitations set forth in this amended license;

** Exelon Generation is authorized to act for Nine Mile Point Nuclear Station, LLC and has exclusive responsibility and control over the physical possession, operation, and maintenance of the facility.

(2) Exelon Generation pursuant to the Act and 10 CFR Part 70, to receive, possess and use at any time special nuclear material as reactor fuel, in accordance with the limitations for storage and amounts required for reactor operation, as described in the Final Safety Analysis Report, as supplemented and amended;

(3) Exelon Generation pursuant to the Act and 10 CFR Parts 30, 40, and 70 to receive, possess and use at any time any byproduct, source and special nuclear material as sealed neutron sources for reactor startup, sealed sources for reactor instrumentation and radiation monitoring equipment calibration, and as fission detectors in amounts as required;

(4) Exelon Generation pursuant to the Act and 10 CFR Parts 30, 40 and 70, to receive, possess and use in amounts as required any byproduct, source or special nuclear material without restriction to chemical or physical form, for sample analysis or instrument and equipment calibration or associated with radioactive apparatus or components.

(5) Exelon Generation pursuant to the Act and 10 CFR Parts 30 and 70, to possess, but not separate, such byproduct and special nuclear materials as may be produced by the operation of the facility.

C. This renewed operating license shall be deemed to contain and is subject to the conditions specified in the following Commission regulations in 10 CFR Chapter I:

Part 20, Section 30.34 of Part 30; Section 40.41 of Part 40; Section 50.54 and 50.59 of Part 50; and Section 70.32 of Part 70. This renewed license is subject to all applicable provisions of the Act and to the rules, regulations, and orders of the Commission now or hereafter in effect and is also subject to the additional conditions specified or incorporated below:

(1) Maximum Power Level

The licensee is authorized to operate the facility at steady state reactor core power levels not in excess of 1850 megawatts (thermal).

(2) Technical Specifications

The Technical Specifications contained in Appendix A, which is attached hereto, as revised through Amendment No. is hereby incorporated into this license. Exelon Generation shall operate the facility in accordance with the Technical Specifications.

(3) Deleted

D. This license is subject to the following additional conditions:

(1) NMP LLC will complete construction of a new radwaste facility in conformance with the design defined and evaluated in the FES, to be operational no later than June 1976.

(2) Deleted by License Amendment No. 51

(3) Deleted by License Amendment No. 51

(4) Security, Training and Qualification and Safeguards Contingency Plans

Exelon Generation shall fully implement and maintain in effect all provisions of the Commission-approved physical security, training and qualification, and safeguards contingency plans, including amendments made pursuant to the provisions of the Miscellaneous Amendments and Search Requirements revisions to 10 CFR 73.55 (51 FR 27817 and 27822) and to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The combined set of plans, which contain Safeguards Information protected under 10 CFR 73.21 is entitled "Nine Mile Point Nuclear Station, LLC Physical Security, Safeguards Contingency, and Security Training and Qualification Plan, Revision 1," and was submitted by letter dated April 26, 2006.

Exelon Generation shall fully implement and maintain in effect all provisions of the Commission-approved cyber security plan (CSP), including changes made pursuant to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The licensee's CSP was approved by License Amendment No. 209.

(5) Paragraph 2.D(5) of the license has been combined with paragraph 2.D(4) as amended above into a single paragraph.

(6) Recirculation System Safe-end Replacement

The recirculation system and safe-end replacement program including the cutting and welding of the replacement components and the dose mitigation program (ALARA) is approved, subject to the following conditions:

a. NMP LLC shall complete the recirculation piping stress reanalysis prior to restart of Nine Mile Point Nuclear Power Station, Unit No. 1. The results of this analysis for selected representative portions of the recirculation system shall be submitted to the NRC prior to restart of the facility.

b. All fuel and control rods shall be removed from the reactor pressure vessel and stored in the spent fuel pool during the period that work on the safe-end and recirculation system replacement program is in progress.

c. Exelon Generation shall update the collective occupational dose estimate weekly. If the updated estimate exceeds the 1908 person-rem estimate by more than 10%, the licensee shall provide a revised estimate, including the reasons for such changes, to the NRC within 15 days of determination.

d. Progress reports shall be provided at 90-day intervals from June 30, 1982 and due 30 days after close of the interval, with a final report within 60 days after completion of the repair. These reports will conclude:

(1) a summary of this occupational dose received to date by major task, and

(2) a comparison of estimated doses with the doses actually received.

(7) Fire Protection

Exelon Generation shall implement and maintain in effect all provisions of the approved Fire Protection Program as described in the Final Safety Analysis Report (Updated) for the facility and as approved in the Fire Protection Safety Evaluation Report dated July 26, 1979, and in the fire protection Exemption issued March 21, 1983, subject to the following provision:

Exelon Generation may makes changes to the approved Fire Protection Program without prior approval of the Commission only if those changes would not adversely affect the ability to achieve and maintain safe shutdown in the event of a fire.

(8) Hot Process Pipe Penetrations

Hot Process Pipe Penetrations in the Emergency Condenser Steam Supply (2 each), Main Steam (2 each), Feedwater (2 each), Cleanup Suction (1 each), and Cleanup Return (1 each) piping systems have been identified as not fully in conformance with FSAR design criteria. This anomaly in design condition from the original design is approved for the duration of Cycle 8 or until March 31, 1986, whichever occurs first, subject to the following conditions:

(a) An unidentified leakage limit of a change of 1 gallon per minute in 24 hours to permit operation will be imposed by administrative control (Standing Order) at the facility for the interim period.

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

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

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

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

b. With respect to the decommissioning trust funds, investments in the securities or other obligations of Constellation Energy Group, Inc., New Controlled, or their affiliates, successors, or assigns, are and shall be prohibited. Except for investments tied to market indexes or other non-nuclear sector mutual funds, investments in any entity owning one or more nuclear power plants are and shall be prohibited.

c. The decommissioning trust agreement must provide that no disbursements or payments from the trusts, other than for ordinary administrative expenses, shall be made by the trustee unless the trustee has first given the NRC 30 days prior written notice of the payment. The decommissioning trust agreement shall further contain a provision that no disbursements or payments from the trusts shall be made if the trustee receives prior written notice of objection from the Director of the Office of Nuclear Reactor Regulation.

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

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

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

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

(13) Mitigation Strategy License Condition

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

a. Fire fighting response strategy with the following elements:

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

b. Operations to mitigate fuel damage considering the following:

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

c. Actions to minimize release to include consideration of:

(1) Water spray scrubbing
(2) Dose to onsite responders

(14) Exelon Generation shall implement and maintain all Actions required by Attachment 2 to NRC Order EA-06-137, issued June 20, 2006, except the last action that requires incorporation of the strategies into the site security plan, contingency plan, emergency plan and/or guard training and qualification plan, as appropriate.

(15) Upon implementation of Amendment No. 195 adopting TSTF-448, Revision 3, the determination of control room envelope (CRE) unfiltered air inleakage as required by TS 4.4.5.g, in accordance with TS 6.5.8.c.(i), the assessment of CRE habitability as required by Specification 6.5.8.c.(ii), and the measurement of CRE pressure as required by Specification 6.5.8.d, shall be considered met. Following implementation:

(a) The first performance of TS 4.4.5.g, in accordance with Specification 6.5.8.c.(i), shall be within the specified Frequency of 6 years plus the 18-month allowance of TS 4.0.2, as measured from February 19, 2004, the date of the most recent tracer gas test, as stated in the January 31, 2005 letter response to Generic Letter 2003-01, or within the next 18 months if the time period since the most recent tracer gas test is greater than 6 years.

(b) The first performance of the periodic assessment of CRE habitability, Specification 6.5.8.c.(ii), shall be within 3 years, plus the 9-month allowance of TS 4.0.2, as measured from February 19, 2004, the date of the most recent tracer gas test, as stated in the January 31, 2005 letter response to Generic Letter 2003-01, or within the next 9 months if the time period since the most recent tracer gas test is greater than 3 years.

(c) The first performance of the periodic measurement of CRE pressure, Specification 6.5.8.d, shall be within 24 months, plus the 182 days allowed by TS 4.0.2, as measured from March 1, 2007, the date of the most recent successful pressure measurement test, or within the next 182 days if not performed previously.

(16) The existing E.D.F. International S.A.S. Support Agreement of approximately $145 million, dated November 6, 2009, may not be amended or modified without 30 days prior written notice to the Director of the Office of Nuclear Reactor Regulation or his designee. Nine Mile Point Nuclear Station, LLC, CENG or Exelon Generation shall not take any action to cause E.D.F. International S.A.S., or its successors and assigns, to void, cancel, or materially modify the E.D.F. International S.A.S. Support Agreement or cause it to fail to perform, or impair its performance under the E.D.F. International S.A.S. Support Agreement, without the prior written consent of the NRC. Exelon Generation shall inform the NRC in writing no later than 14 days after any funds are provided to or for the CENG subsidiary licensee under the E.D.F. International S.A.S. Support Agreement.

(17) Exelon Corporation shall, no later than the time the license transfers occur, enter into a Support Agreement of approximately $245 million with the licensee. The Exelon Corporation Support Agreement shall supersede the Support Agreement provided by Exelon Generation, dated March 12, 2012, in all respects and shall be consistent with the representations contained in the August 6, 2013 transfer application. Nine Mile Point Nuclear Station, LLC, CENG or Exelon Generation shall not take any action to cause Exelon Corporation, or its successors and assigns, to void, cancel, or materially modify the Exelon Corporation Support Agreement or cause it to fail to perform, or impair its performance under the Exelon Corporation Support Agreement, without the prior written consent of the NRC. The Exelon Corporation Support Agreement may not be amended or modified without 30 days prior written notice to the Director of the Office of Nuclear Reactor Regulation or his designee. An executed copy of the Exelon Corporation Support Agreement shall be submitted to the NRC no later than 30 days after the completion of the proposed transaction and license transfers. Exelon Generation shall inform the NRC in writing no later than 14 days after any funds are provided to or for the licensee under the Exelon Corporation Support Agreement.

(18) Exelon Corporation shall, no later than the time the license transfers occur, provide a parent guarantee in the amount of $165 million to ensure a source of funds for the facility in the event that the existing cash pool between the licensee and CENG is insufficient to cover operating costs. The existing CENG cash pool arrangement shall be consistent with the representations contained in the 2009 Transfer Application dated January 22, 2009 (ADAMS Accession No. ML090290101). Nine Mile Point Nuclear Station, LLC, CENG or Exelon Generation shall not take any action to cause Exelon Corporation, or its successors and assigns, to void, cancel or materially modify the parent guarantee or cause it to fail to perform, or impair its performance under the parent guarantee without the prior written consent of the NRC.

(19) Within 14 days of the license transfers, Exelon Generation shall submit to the NRC the Nuclear Operating Services Agreement reflecting the terms set forth in the application dated August 6, 2013. Section 7.1 of the Nuclear Operating Services Agreement may not be modified in any material respect related to financial arrangements that would adversely impact the ability of the licensee to fund safety-related activities authorized by the license without the prior written consent of the Director of the Office of Nuclear Reactor Regulation.

(20) Within 10 days of the license transfers, Exelon Generation shall submit to the NRC the amended CENG Operating Agreement reflecting the terms set forth in the application dated August 6, 2013. The amended and restated Operating Agreement may not be modified in any material respect concerning decision making authority over safety, security and reliability without the prior written consent of the Director of the Office of Nuclear Reactor Regulation.

(21) At least half the members of the CENG Board of Directors must be U.S. citizens.

(22) The CENG Chief Executive Officer, Chief Nuclear Officer, and Chairman of the CENG Board of Directors must be U.S. citizens. These individuals shall have the responsibility and exclusive authority to ensure and shall ensure that the business and activities of CENG with respect to the facility's license are at all times conducted in a manner consistent with the public health and safety and common defense and security of the United States.

(23) CENG will retain its Nuclear Advisory Committee (NAC) composed of U.S. citizens who are not officers, directors, or employees of CENG, EDF Inc., Constellation Nuclear, LLC, or CE Nuclear, LLC. The NAC will report to, and provide transparency to, the NRC and other U.S. governmental agencies regarding foreign ownership and control of nuclear operations.

(24) The NAC shall prepare an annual report regarding the status of foreign ownership, control, or domination of the licensed activities of power reactors under the control, in whole or part, of CENG. The NAC report shall be submitted to the NRC within 30 days of completion, or by January 31 of each year (whichever occurs first). No action shall be taken by CENG or any entity to cause Constellation Nuclear, LLC, Exelon Generation, or their parent companies, subsidiaries or successors to modify the NAC report before submission to the NRC. The NAC report shall be made available to the public, with the potential exception of information that meets the requirements for withholding such information from public disclosure under the regulations of 10 CFR 2.390, "Public Inspections, Exemptions, Requests for Withholding."

E. This license is effective as of the date of issuance and shall expire on August 22, 2029.

F. The UFSAR supplement, as revised, submitted pursuant to 10 CFR 54.21(d), shall be included in the next scheduled update to the UFSAR required by 10 CFR 50.71(e)(4) following the issuance of this renewed operating license. Until that update is complete, the licensee may make changes to the programs and activities described in the supplement without prior Commission approval, provided that the licensee evaluates such changes pursuant to the criteria set forth in 10 CFR 50.59 and otherwise complies with the requirements in that section.

G. The UFSAR supplement, as revised, describes certain future activities to be completed prior to the period of extended operation. The licensee shall complete these activities in accordance with the schedule in Appendix A of NUREG-1900, "Safety Evaluation Report Related to the License Renewal of Nine Mile Point Nuclear Station, Units 1 and 2", dated September 2006, and shall notify the NRC in writing when implementation of these activities is complete and can be verified by NRC inspection.

H. All capsules in the reactor vessel that are removed and tested must meet the test procedures and reporting requirements of the most recent NRC-approved version of the Boiling Water Reactor Vessels and Internals Project (BWRVIP) Integrated Surveillance Program (ISP) appropriate for the configuration of the specimens in the capsule. All capsules placed in storage must be maintained for future insertion. Any changes to storage requirements must be approved by the NRC, as required by 10 CFR Part 50, Appendix H.

FOR THE NUCLEAR REGULATORY COMMISSION

Original Signed by

J. E. Dyer, Director
Office of Nuclear Reactor Regulation

Enclosure:

Appendix A – Technical Specifications

Date of Issuance: October 31, 2006

ATTACHMENT TO LICENSE AMENDMENT NO.

RENEWED FACILITY OPERATING LICENSE NO. NPF-69

DOCKET NO. 50-410

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

REMOVE	INSERT
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NINE MILE POINT NUCLEAR STATION, LLC

EXELON GENERATION COMPANY, LLC

DOCKET NO. 50-410

NINE MILE POINT NUCLEAR STATION, UNIT 2

RENEWED FACILITY OPERATING LICENSE

Renewed License No. NPF-69

1. The Nuclear Regulatory Commission (NRC or the Commission) having previously made The findings set forth in License No. NPF-69 issued on July 2, 1987, has now found that:

   A. The application for license filed by Nine Mile Point Nuclear Station, LLC* (NMP LLC) complies with the standards and requirements of the Atomic Energy Act of 1954, as amended (the Act), and the Commission's rules and regulations set forth in 10 CFR Chapter I and all required notifications to other agencies or bodies have been duly made;

   B. Construction of the Nine Mile Point Nuclear Station, Unit 2 (the facility) has been substantially completed in conformity with Construction Permit No. CPPR-112 and the application, as amended, the provisions of the Act, and the regulations of the Commission;

   C. Actions have been identified and have been or will be taken with respect to (1) managing the effects of aging during the period of extended operation on the functionality of structures and components that have been identified to require review under 10 CFR 54.21(a)(1); and (2) time-limited aging analyses that have been identified to require review under 10 CFR 54.21(c), such that there is reasonable assurance that the activities authorized by the renewed operating license will continue to be conducted in accordance with the current licensing basis, as defined in 10 CFR 54.3, for the facility, and that any changes made to the facility's current licensing basis in order to comply with 10 CFR 54.29(a) are in accordance with the Act and the Commission's regulations;

   D. The facility will operate in conformity with the application, as amended, the provisions of the Act, and the rules and regulations of the Commission (except as exempted from compliance in Section 2.D. below);

   E. There is reasonable assurance: (i) that the activities authorized by this operating license can be conducted without endangering the health and safety of the public, and (ii) that such activities will be conducted in compliance with the Commission's regulations set forth in 10 CFR Chapter I (except as exempted from compliance in Section 2.D. below);

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* By Order dated October 9, 2009, as superseded by Order dated October 30, 2009, the transfer of this license to Nine Mile Point Nuclear Station, LLC, was approved. By Order dated March XX, 2014, the transfer of the operating authority under this license to Exelon Generation Company, LLC was approved.

F. Exelon Generation and Nine Mile Point Nuclear Station, LLC are technically qualified to engage in the activities authorized by this license in accordance with the Commission's regulations set forth in 10 CFR Chapter I;

G. Nine Mile Point Nuclear Station, LLC and Long Island Lighting Company, as owners of the facility, and Exelon Generation, as operator of the facility, have satisfied the applicable provisions of 10 CFR Part 140, "Financial Protection Requirements and Indemnity Agreements," of the Commission's regulations;

H. The issuance of this full-term renewed operating license will not be inimical to the common defense and security or to the health and safety of the public;

I. After weighing the environmental, economic, technical, and other benefits of the facility against environmental and other costs and considering available alternatives, the adverse environmental impacts of license renewal are not so great that preserving the option of license renewal would be unreasonable and the issuance of Renewed Facility Operating License No. NPF-69, subject to the conditions for protection of the environment set forth in the Environmental Protection Plan attached as Appendix B, is in accordance with 10 CFR Part 51 of the Commission's regulations and all applicable requirements have been satisfied; and

J. The receipt, possession, and use of source, byproduct, and special nuclear material as authorized by this license will be in accordance with the Commission's regulations in 10 CFR Parts 30, 40, and 70.

2. Renewed Facility Operating License No. NPF-69 is hereby issued to Exelon Generation, the Nine Mile Point Nuclear Station, LLC and Long Island Lighting Company (the licensees**) to read as follows:

A. This renewed operating license applies to the Nine Mile Point Nuclear Station, Unit 2, a boiling water nuclear reactor, and associated equipment (the facility) owned by Nine Mile Point Nuclear Station, LLC and Long Island Lighting Company. The facility is located on the licensees' site on the southeast shore of Lake Ontario in the town of Scriba, Oswego County, New York and is described in the Nine Mile Point Nuclear Station – Unit 2 "Final Safety Analysis Report," as supplemented and amended, and in the "Environmental Report," as supplemented and amended.

** Exelon Generation is authorized to act as agent for Nine Mile Point Nuclear Station, LLC and Long Island Lighting Company and has exclusive responsibility and control over the physical possession, operation, and maintenance of the facility.

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

(1) Exelon Generation, pursuant to Section 103 of the Act and 10 CFR Part 50, to possess, use and operate the facility at the above designated location in Oswego County, New York, in accordance with the procedures and limitations set forth in this license;

(2) NMP LLC and Long Island Lighting Company, pursuant to Section 103 of the Act and 10 CFR Part 50, to possess the facility at the designated location in Oswego County, New York, in accordance with the procedures and limitations set forth in this license;

(3) Exelon Generation, pursuant to the Act and 10 CFR Part 70, to receive, possess and use at any time special nuclear material as reactor fuel, in accordance with the limitations for storage and amounts required for reactor operation, as described in the Final Safety Analysis Report, as supplemented and amended;

(4) Exelon Generation, pursuant to the Act and 10 CFR Parts 30, 40 and 70, to receive, possess, and use at any time any byproduct, source, and special nuclear material as sealed neutron sources for reactor startup, sealed sources for reactor instrumentation and radiation monitoring equipment calibration, and as fission detectors in amounts as required;

(5) Exelon Generation, pursuant to the Act and 10 CFR Parts 30, 40 and 70, to receive, possess, and use, in amounts as required, any byproduct, source, or special nuclear material without restriction to chemical or physical form, for sample analysis or instrument calibration or associated with radioactive apparatus or components; and

(6) Exelon Generation, pursuant to the Act and 10 CFR Parts 30, 40 and 70, to possess, but not separate, such byproduct and special nuclear materials as may be produced by the operation of the facility.

C. This renewed operating license shall be deemed to contain and is subject to the conditions specified in the Commission's regulations set forth in 10 CFR Chapter I and is subject to all applicable provisions of the Act and to the rules, regulations, and orders of the Commission now or hereafter in effect; and is subject to the additional conditions specified or incorporated below:

(1) Maximum Power Level

Exelon Generation is authorized to operate the facility at reactor core power levels not in excess of 3988 megawatts thermal (100 percent rated power) in accordance with the conditions specified herein.

(2) Technical Specifications and Environmental Protection Plan

The Technical Specifications contained in Appendix A and the Environmental Protection Plan contained in Appendix B, both of which are attached hereto, as revised through Amendment No. are hereby incorporated into this license. Exelon Generation shall operate the facility in accordance with the Technical Specifications and the Environmental Protection Plan.

(3) Fuel Storage and Handling (Section 9.1, SSER 4)*

a. Fuel assemblies, when stored in their shipping containers, shall be stacked no more than three containers high.

b. When not in the reactor vessel, no more than three fuel assemblies shall be allowed outside of their shipping containers or storage racks in the New Fuel Vault or Spent Fuel Storage Facility.

c. The above three fuel assemblies shall maintain a minimum edge-to-edge spacing of twelve (12) inches from the shipping container array and approved storage rack locations.

d. The New Fuel Storage Vault shall have no more than ten fresh fuel assemblies uncovered at any one time.

(4) Turbine System Maintenance Program (Section 3.5.1.3.10, SER)

The operating licensee shall submit for NRC approval by October 31, 1989, a turbine system maintenance program based on the manufacturer's calculations of missile generation probabilities. (Submitted by NMPC letter dated October 30, 1989 from C.D. Terry and approved by NRC letter dated March 15, 1990 from Robert Martin to Mr. Lawrence Burkhardt, III).

* The parenthetical notation following the title of many license conditions denotes the section of the Safety Evaluation Report (SER) and/or its supplements wherein the license condition is discussed.

(5) Inservice Inspection (Sections 5.2.4.3 and 6.6.3, SSER 5)

The operating licensee shall submit an inservice inspection program in accordance with 10 CFR 50.55a(g)(4) for staff review by July 31, 1987.

(6) Initial Startup Test Program (Section 14, SER, SSERs 4 and 5)

Any changes to the Initial Test Program described in Section 14 of the Final Safety Analysis Report made in accordance with the provisions of 10 CFR 50.59 shall be reported in accordance with 50.59(b) within one month of such change.

(7) Operation with Reduced Feedwater Temperature (Section 15.1, SSER 4)

The licensee shall not operate the facility with reduced feedwater temperature for the purpose of extending the normal fuel cycle. The facility shall not be operated with a feedwater heating capacity less than that required to produce a feedwater temperature of 420.5°F at rated steady-state conditions unless analyses supporting such operations are submitted by the licensee and approved by the staff.

(8) Safety Parameter Display System (SPDS) (Section 18.2, SSERs 3 and 5)

Prior to startup following the first refueling outage, the operating licensee shall have operational an SPDS that includes the revisions described in their letter of November 19, 1985. Before declaring the SPDS operational, the operating licensee shall complete testing adequate to ensure that no safety concerns exist regarding the operation of the Nine Mile Point Nuclear Station, Unit No. 2 SPDS.

(9) Detailed Control Room Design Review (Section 18.1, SSERs 5 and 6)

(a) Deleted per Amendment No. 24 (12-18-90)

(b) Prior to startup following the first refueling outage, the operating licensee shall provide the results of the reevaluation of normally lit and nuisance alarms for NRC review in accordance with its August 21, 1986 letter.

(c) Prior to startup following the first refueling outage, the operating licensee shall complete permanent zone banding of meters in accordance with its August 4, 1986 letter.

(20) Potential Adverse Flow Effects

These license conditions provide for monitoring, evaluating, and taking prompt action in response to potential adverse flow effects as a result of power uprate operation on plant structures, systems, and components (including verifying the continued structural integrity of the steam dryer) for power ascension from CLTP (3467 MWt) to 120 percent OLTP (or 115 percent of CLTP) (3988 MWt) condition.

(a) The following requirements are placed on operation of the facility above the thermal power level of 3467 MWt for the power ascension from CLTP (3467 MWt):

1. The licensee shall monitor the main steam line (MSL) strain gages during power ascension above 3467 MWt for increasing pressure fluctuations in the steam lines. While first increasing power above 3467 MWt, the licensee shall collect data from the MSL strain gages at nominal 1 percent thermal power increments and evaluate steam dryer performance based on this data.

2. The licensee shall hold the facility at 105 percent and 110 percent of 3467 MWt to collect data from the MSL strain gages required by Condition 1.a., conduct plant inspections and walkdowns, and evaluate steam dryer performance based on these data; shall provide the evaluation to the NRC staff by facsimile or electronic transmission to the NRC project manager upon completion of the evaluation; and shall not increase power above each hold point until 96 hours after the NRC project manager confirms receipt of the transmission.

3. During power ascension at each 2.5 percent power level above CLTP, the licensee shall perform stress analysis for the top 100 stress locations of the steam dryer using the applicable ACM 4.1 load definition and determine the minimum alternating stress ratio. The licensee shall confirm that this ratio is equal to or greater than the ratio based on the velocity-square relationship; otherwise, the licensee shall return the facility to a lower power level where the minimum alternating stress ratio satisfies the velocity-square relationship, and shall not further increase the power without approval from the NRC. A summary of the results shall be provided for NRC review at each 5 percent data review plateau. After completion of the full EPU test plateau (approximately 120 percent OLTP or 115 percent CLTP), the licensee shall provide the NRC a full startup test report and final stress analysis report within 90 days.

4. If any frequency peak from the MSL strain gage data exceeds the Level 1 limit curves, the licensee shall return the facility to a power level at which the limit curve is not exceeded. The licensee shall resolve the discrepancy, evaluate and document the continued structural integrity of the steam dryer, and provide that documentation by facsimile or electronic transmission to the NRC project manager prior to further increases in

reactor power, except when stress analysis is re-performed and new limit curves are developed. In that case, the licensee shall not further increase power above each hold point until 96 hours after the NRC project manager confirms receipt of the transmission.

5. In addition to evaluating the MSL strain gage data, the licensee shall monitor reactor pressure vessel water level instrumentation, and MSL piping accelerometers on an hourly basis during power ascension above 3467 MWt. If resonance frequencies are identified as increasing above nominal levels in proportion to strain gage instrumentation data, the licensee shall stop power ascension, evaluate and document the continued structural integrity of the steam dryer, and provide that documentation to NRC staff by facsimile or electronic transmission to the NRC project manager prior to further increases in reactor power.

(b) The licensee shall implement the following actions for the power ascension from CLTP (3467 MWt) to 120 percent OLTP (3988 MWt) condition.

1. In the event that acoustic signals (in MSL strain gage signals) are identified that challenge the limit curves during power ascension above 3467 MWt, the licensee shall evaluate dryer loads, and stresses, including the effect of ±10 percent frequency shift, and re-establish the limit curves, and shall perform a frequency-specific assessment of ACM uncertainty at the acoustic signal frequency including application of 65 percent bias error and 10 percent uncertainty to all the SRV acoustic resonances. In the event that stress analyses are re-performed based on new strain gage data to address paragraph 1 above, the revised load definition, stress analysis, and limit curves shall include:

   (a) Application of 65 percent bias error and 10 percent uncertainty to all the SRV acoustic resonances.
   (b) Use of bump-up factors associated with all the SRV acoustic resonances and determined from the scale model test results.
   (c) Evaluation of the effect of ±10 percent frequency shifts in increments of 2.5 percent.

2. The licensee shall incorporate in NMP2 steam dryer the design modifications identified in Section 2.2.6.1.2 of this SE before increasing the power above CLTP.

3. After reaching EPU conditions, the licensee shall obtain measurements from the MSL strain gages and establish the steam dryer flow-induced vibration load fatigue margin for the facility, update the dryer stress report, and re-establish the limit curves with the updated ACM load definition, which will be provided to the NRC staff.

4. The licensee shall revise plant procedures to reflect long-term monitoring of plant parameters potentially indicative of steam dryer failure; to reflect consistency of the facility's steam dryer inspection program with BWRVIP-139; and to identify the NRC project manager for the facility as the point of contact for providing power ascension testing information during power ascension.

5. The licensee shall submit the final EPU steam dryer load definition for the facility to the NRC upon completion of the power ascension test program.

6. The licensee shall submit the flow-induced vibration related portions of the EPU startup test procedure to the NRC, including methodology for updating the limit curve, prior to initial power ascension above 3467 MWt.

(c) The licensee shall prepare the EPU startup test procedure to include:

1. The stress limit curves to be applied for evaluating steam dryer performance;

2. Specific hold points and their durations during EPU power ascension;

3. Activities to be accomplished during the hold points;

4. Plant parameters to be monitored;

5. Inspections and walkdowns to be conducted for steam, feedwater, and condensate systems and components during the hold points;

6. Methods to be used to trend plant parameters;

7. Acceptance criteria for monitoring and trending plant parameters, and conducting the walkdowns and inspections;

8. Actions to be taken if acceptance criteria are not satisfied; and

9. Verification of the completion of commitments and planned actions specified in its application and all supplements to the application in support of the EPU license amendment request pertaining to the steam dryer prior to power increase above 3467 MWt.

The licensee shall provide the related EPU startup test procedure sections to the NRC by facsimile or electronic transmission to the NRC project manager prior to increasing power above 3467 MWt.

(d) The following key attributes of the program for verifying the continued structural integrity of the steam dryer shall not be made less restrictive without prior NRC approval:

(22) The existing E.D.F. International S.A.S. Support Agreement of approximately $145 million, dated November 6, 2009, may not be amended or modified without 30 days prior written notice to the Director of the Office of Nuclear Reactor Regulation or his designee. Nine Mile Point Nuclear Station, LLC, CENG or Exelon Generation shall not take any action to cause E.D.F. International S.A.S., or its successors and assigns, to void, cancel, or materially modify the E.D.F. International S.A.S. Support Agreement or cause it to fail to perform, or impair its performance under the E.D.F. International S.A.S. Support Agreement, without the prior written consent of the NRC. Exelon Generation shall inform the NRC in writing no later than 14 days after any funds are provided to or for the CENG subsidiary licensee under the E.D.F. International S.A.S. Support Agreement.

(23) Exelon Corporation shall, no later than the time the license transfers occur, enter into a Support Agreement of approximately $245 million with the licensee. The Exelon Corporation Support Agreement shall supersede the Support Agreement provided by Exelon Generation, dated March 12, 2012, in all respects and shall be consistent with the representations contained in the August 6, 2013 transfer application. Nine Mile Point Nuclear Station, LLC, CENG or Exelon Generation shall not take any action to cause Exelon Corporation, or its successors and assigns, to void, cancel, or materially modify the Exelon Corporation Support Agreement or cause it to fail to perform, or impair its performance under the Exelon Corporation Support Agreement, without the prior written consent of the NRC. The Exelon Corporation Support Agreement may not be amended or modified without 30 days prior written notice to the Director of the Office of Nuclear Reactor Regulation or his designee. An executed copy of the Exelon Corporation Support Agreement shall be submitted to the NRC no later than 30 days after the completion of the proposed transaction and license transfers. Exelon Generation shall inform the NRC in writing no later than 14 days after any funds are provided to or for the licensee under the Exelon Corporation Support Agreement.

(24) Exelon Corporation shall, no later than the time the license transfers occur, provide a parent guarantee in the amount of $165 million to ensure a source of funds for the facility in the event that the existing cash pool between the licensee and CENG is insufficient to cover operating costs. The existing CENG cash pool arrangement shall be consistent with the representations contained in the 2009 Transfer Application dated January 22, 2009 (ADAMS Accession No. ML090290101). Nine Mile Point Nuclear Station, LLC, CENG or Exelon Generation shall not take any action to cause Exelon Corporation, or its successors and assigns, to void, cancel or materially modify the parent guarantee or cause it to fail to perform, or impair its performance under the parent guarantee without the prior written consent of the NRC.

(25) Within 14 days of the license transfers, Exelon Generation shall submit to the NRC the Nuclear Operating Services Agreement reflecting the terms set forth in the application dated August 6, 2013. Section 7.1 of the Nuclear Operating Services Agreement may not be modified in any material respect related to financial arrangements that would adversely impact the ability of the licensee to fund safety-related activities authorized by the license without the prior written consent of the Director of the Office of Nuclear Reactor Regulation.

(26) Within 10 days of the license transfers, Exelon Generation shall submit to the NRC the amended CENG Operating Agreement reflecting the terms set forth in the application dated August 6, 2013. The amended and restated Operating Agreement may not be modified in any material respect concerning decision making authority over safety, security and reliability without the prior written consent of the Director of the Office of Nuclear Reactor Regulation.

(27) At least half the members of the CENG Board of Directors must be U.S. citizens.

(28) The CENG Chief Executive Officer, Chief Nuclear Officer, and Chairman of the CENG Board of Directors must be U.S. citizens. These individuals shall have the responsibility and exclusive authority to ensure and shall ensure that the business and activities of CENG with respect to the facility's license are at all times conducted in a manner consistent with the public health and safety and common defense and security of the United States.

(29) CENG will retain its Nuclear Advisory Committee (NAC) composed of U.S. citizens who are not officers, directors, or employees of CENG, EDF Inc., Constellation Nuclear, LLC, or CE Nuclear, LLC. The NAC will report to, and provide transparency to, the NRC and other U.S. governmental agencies regarding foreign ownership and control of nuclear operations.

(30) The NAC shall prepare an annual report regarding the status of foreign ownership, control, or domination of the licensed activities of power reactors under the control, in whole or part, of CENG. The NAC report shall be submitted to the NRC within 30 days of completion, or by January 31 of each year (whichever occurs first). No action shall be taken by CENG or any entity to cause Constellation Nuclear, LLC, Exelon Generation, or their parent companies, subsidiaries or successors to modify the NAC report before submission to the NRC. The NAC report shall be made available to the public, with the potential exception of information that meets the requirements for withholding such information from public disclosure under the regulations of 10 CFR 2.390, "Public Inspections, Exemptions, Requests for Withholding."

D. The facility requires exemptions from certain requirements of 10 CFR Part 50 and 10 CFR Part 70.

i) An exemption from the critically alarm requirements of 10 CFR Part 70.24 was granted in the Special Nuclear Materials License No. SNM-1895 dated November 27, 1985. This exemption is described in Section 9.1 of Supplement 4 to the SER. This previously granted exemption is continued in this operating license.

ii) Exemptions to certain requirements of Appendix J to 10 CFR Part 50 are described in Supplements 3, 4, and 5 to the SER. These include (a) (this item left intentionally blank); (b) an exemption from the requirement of Option B of Appendix J, exempting main steam isolation valve measured leakage from the combined leakage rate limit of 0.6 La. (Section 6.2.6 of SSER 5)*; (c) an exemption from Option B of Appendix J, exempting the hydraulic control system for the reactor recirculation flow control valves from Type A and Type C leak testing (Section 6.2.6 of SSER 3); (d) an exemption from Option B of Appendix J, exempting Type C testing on traversing incore probe system shear valves. (Section 6.2.6 SSER 4)

iii) An exemption to Appendix A to 10 CFR Part 50 exempting the Control Rod Drive (CRD) hydraulic lines to the reactor recirculation pump seal purge equipment from General Design Criterion (GDC) 55. The CRD hydraulic lines to the reactor recirculation pump seal purge equipment use two simple check valves for the isolation outside containment (one side). (Section 6.2.4, SSER 3)

iv) A schedular exemption to GDC 2, Appendix A to 10 CFR Part 50, until the first refueling outage, to demonstrate the adequacy of the downcomer design under the plant faulted condition. This exemption permits additional analysis and/or modifications, as necessary, to be completed by the end of the first refueling outage. (Section 6.2.1.7.4, SSER 3)

v) A schedular exemption to GDC 50, Appendix A to 10 CFR Part 50 to allow the operating licensee until start-up following the "mini-outage," which is to occur within 12 months of commencing power operation (entering Operational Condition 1), to install redundant fuses in circuits that use transformers for redundant penetration protection in accordance with their letter of August 29, 1986 (NMP2L 0860). (Section 8.4.2, SSER 5)

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* The parenthetical notation following the discussion of each exemption denotes the section of the Safety Evaluation Report (SER) and/or its supplements wherein the safety evaluation of the exemption is discussed.

vi) A schedular exemption to 10 CFR 50.55a(h) for the Neutron Monitoring System until completion of the first refueling outage to allow the operating licensee to provide qualified isolation devices for Class 1 E/non-1E interfaces described in their letters of June 23, 1987 (NMP2L 1057) and June 25, 1987 (NMP2L 1058). (Section 7.2.2.10, SSER 6).

For the schedular exemptions in iv), v), and vi), above, the operating licensee, in accordance with its letter of October 31, 1986, shall certify that all systems, components, and modifications have been completed to meet the requirements of the regulations for which the exemptions have been granted and shall provide a summary description of actions taken to ensure that the regulations have been met. This certification and summary shall be provided 10 days prior to the expiration of each exemption period as described above.

The exemptions set forth in this Section 2.D are authorized by law, will not present an undue risk to public health and safety, and are consistent with the common defense and security. These exemptions are hereby granted. The special circumstances regarding each exemption are identified in the referenced section of the Safety Evaluation Report and the supplements thereto. The exemptions in ii) through vi) are granted pursuant to 10 CFR 50.12.

With these exemptions, the facility will operate to the extent authorized herein, in conformity with the application, as amended, the provisions of the Act, and the rules and regulations of the Commission.

E. Exelon Generation shall fully implement and maintain in effect all provisions of the Commission-approved physical security, training and qualification, and safeguards contingency plans, including amendments made pursuant to provisions of the Miscellaneous Amendments and Search Requirements revisions to 10 CFR 73.55 (51 FR 27817 and 27822) and to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The combined set of plans, which contain Safeguards Information protected under 10 CFR 73.21 is entitled "Nine Mile Point Nuclear Station, LLC Physical Security, Safeguards Contingency, and Security Training and Qualification Plan, Revision 1," and was submitted by letter dated April 26, 2006. Changes made in accordance with 10 CFR 73.55 shall be implemented in accordance with the schedule set forth therein.

Exelon Generation shall fully implement and maintain in effect all provisions of the Commission-approved cyber security plan (CSP), including changes made pursuant to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The Nine Mile Point Nuclear Station's CSP was approved by License Amendment No. 137.

F. Exelon Generation shall implement and maintain in effect all provisions of the approved fire protection program as described in the Final Safety Analysis Report for the facility through Amendment No. 27 and as described in submittals dated March 25, May 7 and 9, June 10 and 25. July 11 and 16, August 19 and 22, September 5, 12, and 23, October 10, 21, and 22, and December 9, 1986, and April 10 and May 20, 1987, and as approved in the SER dated February 1985 (and Supplements 1 through 6) subject to the following provision:

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

G. The licensees shall have and maintain financial protection of such type and in such amounts as the Commission shall require in accordance with Section 170 of the Atomic Energy Act of 1954, as amended, to cover public liability claims.

H. This license is effective as of the date of issuance and shall expire at midnight on October 31, 2046.

I. The UFSAR supplement, as revised, submitted pursuant to 10 CFR 54.21(d), shall be included in the next scheduled update to the USAR required by 10 CFR 50.71(e)(4) following the issuance of this renewed operating license. Until that update is complete, the licensee may make changes to the programs and activities described in the supplement without prior Commission approval, provided that the licensee evaluates such changes pursuant to the criteria set forth in 10 CFR 50.59 and otherwise complies with the requirements in that section.

J. The UFSAR supplement, as revised, describes certain future activities to be completed prior to the period of extended operation. the licensee shall complete these activities in accordance with Appendix A of NUREG-1900, "Safety Evaluation Report Related to the License Renewal of Nine Mile Point Nuclear Station, Units 1 and 2", dated September 2006, and shall notify the NRC in writing when implementation of these activities is complete and can be verified by NRC inspection.

K. For the renewed license term, all capsules in the reactor vessel that are removed and tested must meet the test procedures and reporting requirements of the most recent NRC-approved version of the Boiling Water Reactor Vessels and Internals Project (BWRVIP) Integrated Surveillance Program (ISP) appropriate for the configuration of the specimens in the capsule. All capsules placed in storage

must be maintained for future insertion. Any changes to storage requirements must be approved by the NRC, as required by 10 CFR Part 50, Appendix H.

FOR THE NUCLEAR REGULATORY COMMISSION

Original Signed by

J. E. Dyer, Director
Office of Nuclear Reactor Regulation

Enclosures:
1. Appendix A – Technical Specifications (NUREG-1253)
2. Appendix B – Environmental Protection Plan

Date of Issuance: October 31, 2006