REGULATURY 1 ORMATION DISTRIBUTION SYS (RIDS)

ACCESSION NBR:8212280258 DUC.DATE: 82/12/21 NOTARIZED: NO DOCKET # FACIL:50-244 Robert Emmet Ginna Nuclear Plant, Unit 1, Rochester G 05000244

AUTH.NAME AUTHOR AFFILIATION

SINISI, J.M. Marsh & McLennan, Inc., M & M Nuclear Consultants, Inc. Div.

RECIP.NAME RECIPIENT AFFILIATION

SALTZMAN, J. Assistant Director for State & Licensee Relations

SUBJECT: Forwards Endorsements 1,283 to NELIA certificate N=14 & MAELU Certificate M=14.

DISTRIBUTION CODE: MOOIS COPIES RECEIVED:LTR _/ ENCL /_ SIZE:___/_____
TITLE: Insurance: Indemnity/Endorsement Agreements

NOTES:NRR/DL/SEP 1cy.

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Marsh & McLennan, Incorporated 1 Financial Plaza Hartford, Connecticut 06103 Telephone 203 278-1400 Telex 99308

December 21, 1982

Mr. Jerome D. Saltzman Assistant Director - State & Licensee Relations Office of State Programs U.S. Nuclear Regulatory Commission Washington, DC 20555

Rochester Gas & Electric Corp. Re: NELIA Certificate No. N-14 Endorsements No. 1, 2 & 3 to NELIA Certificate No. N-14

> MAELU Certificate No. M-14 Endorsements No. 1, 2 & 3 to MAELU Certificate No. M-14

Dear Mr. Saltzman:

On behalf of Rochester Gas & Electric Corporation, we enclose two certified copies each of the captioned Certificates N-14 and M-14.

Also enclosed are two certified copies each of Endorsements No. 1, 2 & 3 to Certificates N-14 and M-14.

Yours very truly,

Jøn M. Sini'si

Assistant Vice President

JMS/efk enclosures (16)

R. R. Kussie - RG&E cc:

D. J. Barrett - M&M Rochester

W. E. Patterson - M&M Rochester

M. A. Powell - M&M Rochester

PDR ADOCK 05000244

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ANNUAL PREMIUM ENDORSEMENT

Calendar Year 1983

ANNUAL PREMIUM: It is agreed that the Annual Premium due the companies for the period designated above is: \$1,350.00

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

John L. Quattrocchi, Vice President-Liability Underwriting American Nuclear Insurers

Effective Date of this Endorsement January 1,	To form a part of Certificate No. M-14
Issue toRochester Gas & Elect	ric Corporation
Date of Issue December 15, 1982	
•	For the Subscribing Companies
	MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

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is to cortify that this is a true copy of the original reemen, having the endorsement in its made part to Nucleur Energy Liability (Facility Form) as dested hereon. No Insurance is allorded heremaden.

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-14

Forming Part of Master Policy No. 1 Nuclear Energy Liability Insurance (Secondary Financial Protection)

It is agreed that Item 4.(a) of the Declarations is amended to read as follows:

Identification of <u>primary financial protection</u> applicable to the nuclear reactor and limit(s) of liability thereof:

Nuclear Energy Liability Insurance Association's Policy NF- 170 \$124,000,000

Mutual Atomic Energy Liability Underwriters'

Policy MF- 47 \$36,000,000

Effective Date of this Endorsement May 1, 1979

Rochester Gas & Electric Corporation

To form a part M-14

Of Certificate No. M-14

Date of Issue December 15, 1982

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

J

Countersigned by

AUTHORIZED REPOSENTATIVE

Endorsement No. 2

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TO SEE THE SEE SEE SEE SEE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-14 Forming Part of Master Policy No. 1 Nuclear Energy Liability Insurance (Secondary Financial Protection)

ANNUAL PREMIUM ENDORSEMENT

It is agreed that the Annual Premiums applicable to the periods designated below are as follows:

For Calendar Year 1978 Effective Date January 1, 1978 Annual Premium \$1,350.00 For Calendar Year 1979 Effective Date January 1, 1979 Annual Premium \$1,350.00 For Calendar Year 1980 Effective Date January 1, 1980 Annual Premium \$1,350.00 For Calendar Year 1981 Effective Date January 1, 1981 Annual Premium \$1,350.00 For Calendar Year 1982 Effective Date January 1, 1982

Endorsement having the endorsement names and being made part To form a part of Certificate No. M-14 Effective Date of as stated above this Endorsement. Rochester Gas & Electric Corporation Issue to December 15, 1982 Date of Issue

Annual Premium \$1,350.00

For the Subscribing Companies

MUTUAL ATOMIC	ENERGY	LIABILITY	adkn	RWRIT	rers
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Endorsement No.

Countersigned by . AUTHORIZED REPRESENTATIVE

ME-S-3

This is to certify that this is a true cony of the original

of the Nuclear Energy Liability rother (Ficility Form) as

ignated hereon. No Insurance is allorded hereunder

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INSURANCE AND

Certificate No. M-14

Policy No. 1

Forming Part of Master

OSPÈCTIVE PREMIUMS

Certificate of Insurance

This is to certify that the persons and organizations designated in Item 1 of the Declarations are named insureds under the Master Policy -Nuclear Energy Liability Insurance (Secondary Financial Protection), herein called the "Master Policy", issued by Mutual Atomic Energy Liability Underwriters. .

Such insurance as is provided by the Master Policy applies, through this certificate, only:

- (a) to the insureds identified in Items 1 and 2 of the Declarations,
- for the certificate period stated in Item 6 of the Declarations,
- to bodily injury or property damage
 - (1) with respect to which the primary financial protection described in Item 4 of the Declarations would apply but for exhaustion of its limit of liability as described in Condition 6 of the Master Policy, and
 - (2) which is caused during the certificate period stated in Item 6 of the Declarations by a nuclear incident arising out of or in connection with the nuclear reactor described in Item 3 of the Declarations, and

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(3) which is discovered and for which written claim is made against the <u>insured</u> not later than ten years after the end of the <u>certificate</u> period stated in Item 6 of the <u>Declarations</u>. However, with respect to <u>bodily injury</u> or <u>property damage</u> caused by an <u>extraordinary nuclear occurrence</u> this subparagraph (3) shall not operate to bar coverage for <u>bodily injury</u> or <u>property damage</u> which is discovered and for which written claim is made against the <u>insured</u> not later than twenty years after the date of the <u>extraordinary nuclear occurrence</u>.

Declarations

- --- Item 1. Named insureds and addresses:
 - (a) Rochester Gas & Electric Corporation 89 East Avenue, Rochester
 (b) . New York 14649
 - Item 2. Additional insureds:

Any other person or organization who would be insured under the primary financial protection identified in Item 4 of the Declarations but for exhaustion of the limit of liability of such primary financial protection.

- Item 3. Description and location of nuclear reactor: Robert Emmet Ginna Nuclear Power Station located in Ontario, New York.
- Item 4. (a) Identification of <u>primary financial protection</u> applicable to the nuclear reactor and limit(s) of liability thereof:

 Nuclear Energy Liability Insurance Association's
 Policy NF- 170 \$108,500,000

 Mutual Atomic Energy Liability Underwriters'
 Policy MF- 47 \$31,500,000

- (b) The following endorsements, attached to the <u>primary</u>

 <u>financial protection</u> policies listed in Item 4 (a) also

 apply to the insurance afforded by the Master Policy through
 this certificate as though they were attached hereto:
 - (1) Waiver of Defenses Endorsement (Extraordinary Nuclear Occurrence) and
 - (2) Supplementary Endorsement Waiver of Defenses Reactor Construction at the Facility,
- (c) The limits of liability provided under the <u>primary financial</u>

 <u>protection</u> specified in Item 4 (a) above are not shared with
 any other reactor except as follows:

No exceptions .

- Item 5. Limits of Liability: The amount of retrospective premium actually received by the companies plus the amount of the companies' contingent liability, if any, pursuant to Conditions 2, 3 and 4 of the Master Policy.
- Item 6. <u>Certificate</u> Period: Beginning at 12:01 a.m. on the first day of

 August, 1977 and continuing to the effective date and time of

 cancellation or termination of the Master Policy or this <u>certificate</u>,

 whichever first occurs, eastern standard time.
- Item*7. Maximum retrospective premium (exclusive of allowance for premium taxes)

 payable pursuant to Condition 2 of the Master Policy with respect to

 each <u>nuclear incident</u>: \$1,125,000
- Item 8. Premium payable pursuant to Condition 1 of the Master Policy for the period from August 1, 1977 through December 31 following:

 \$ 565.65

Know All Men By These Presents, that the undersigned do hereby acknowledge that they are named insureds under the Master Policy described in the above Certificate of Insurance and Declarations. The named insureds do hereby covenant with and are held and are firmly bound to the members of Mutual Atomic Energy Liability Underwriters subscribing the Master Policy (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 Master Policy, as it may be changed from time to time, with interest on such premiums and allowances for taxes to be computed at the rate provided in the Master Policy from the date payment thereof is specified to be due the companies in written notice to the first named insured as provided in Condition 2 of the 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 and (2) in enforcing any of the covenants or provisions of this Bond, or any provisions of the 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 preceding Certificate of Insurance, Declarations and Bond form a part of the Master Policy. Cancellation or termination of the Master Policy or the Certificate of Insurance shall not affect the named insured's obligations under the policy or the Bond to pay the retrospective premiums and allowances for premium taxes, as provided in this <u>Certificate</u> and Condition 2 of the Master Policy.

IN WITNESS WHEREOF, the named insureds have caused this <u>Certificate</u>, 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.

Rochester Gas & Electric Corporation (Named Insured - Type or Print) (Signature of Officer) Harry G. Saddock, Senior Vice-President, Finance and Rates (Type or Print Name & Title of Officer) Date: (Named Insured - Type or Print) (SEAL) (Signature of Officer) (Type or Print Name & Title of Officer) Date: (Named Insured - Type or Print) (SEAL) By_ (Signature of Officer)

Date:

(Type or Print Name & Title of Officer)

Page 5 of Certificate No. M-14

IN WITNESS WHEREOF, the companies subscribing the Master Policy have caused the Certificate of Insurance and the Declarations to be signed on their behalf by 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'

Chil D Jones

Authorized Agent

Countersigned by

(Authorized Representative)

Subscribing Companies	PROPORTION OF 100%
American Mutual Liability Insurance Company, Wakefield, MA	15.0000000
Employers Insurance of Wausau, A Mutual Company, Wausau, WI	15.0000000
Liberty Mutual Insurance Company, Boston, MA	30.0000000
Lumbermens Mutual Casualty Company, Long Grove, IL	30.0000000
Michigan Mutual Insurance Company, Detroit, MI	5.0000000
Sentry Insurance, A Mutual Company, Stevens Point, WI	5.0000000

* . . 1

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

Certificate No.	N- 14
Forming Part of	Master
Policy No1	

CERTIFICATE OF INSURANCE DECLARATIONS AND

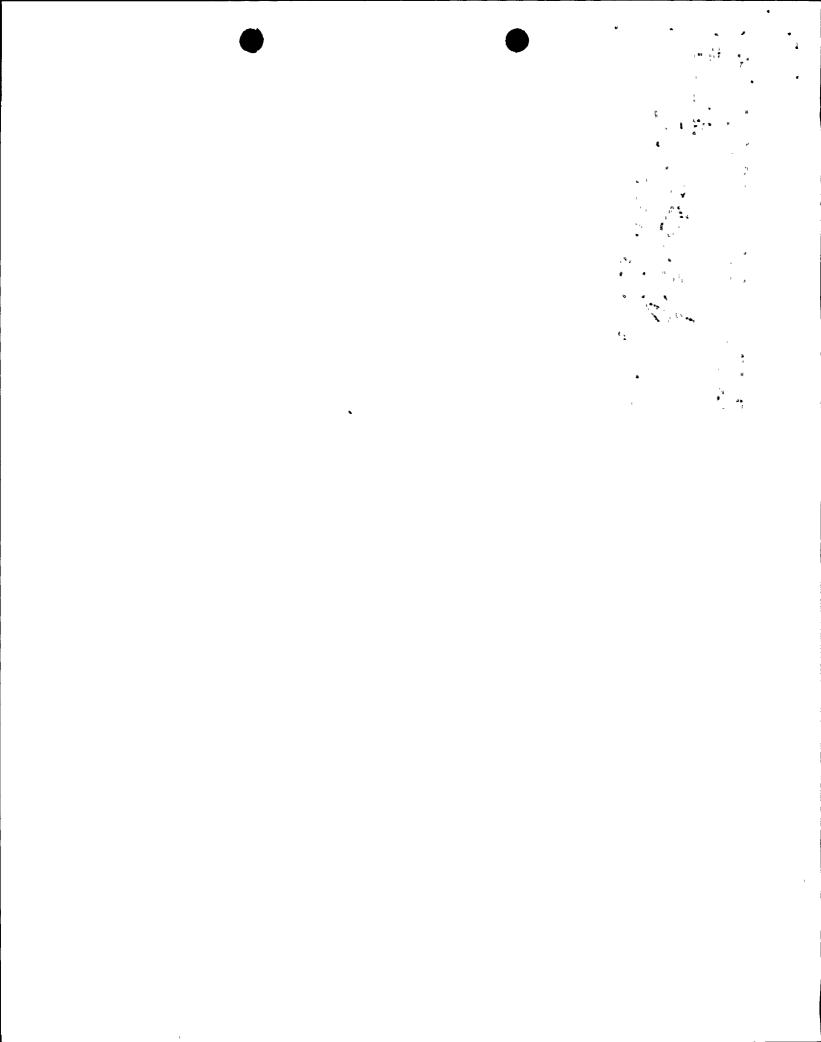
BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Certificate of Insurance

This is to certify that the persons and organizations designated in Item 1 of the Declarations are named insureds under the Master Policy - Nuclear Energy Liability Insurance (Secondary Financial Protection), herein called the "Master Policy", issued by Nuclear Energy Liability Insurance Association.

Such insurance as is provided by the Master Policy applies, through this certificate, only:

- (a) to the insureds identified in Items 1 and 2 of the Declarations,
- (b) for the certificate period stated in Item 6 of the Declarations,
- (c) to bodily injury or property damage
 - (1) with respect to which the <u>primary financial protection</u>
 described in Item 4 of the Declarations would apply but for
 exhaustion of its limit of liability as described in Condition
 6 of the Master Policy, and
 - (2) which is caused during the <u>certificate</u> period stated in Item 6 of the Declarations by a <u>nuclear incident</u> arising out of or in connection with the nuclear reactor described in Item 3 of the Declarations, and



against the <u>insured</u> not later than ten years after the end of the <u>certificate</u> period stated in Item 6 of the <u>Declarations</u>. However, with respect to <u>bodily injury</u> or <u>property damage</u> caused by an <u>extraordinary nuclear occurrence</u> this subparagraph (3) shall not operate to bar coverage for <u>bodily injury</u> or <u>property damage</u> which is discovered and for which written claim is made against the <u>insured</u> not later than twenty years after the date of the <u>extraordinary nuclear occurrence</u>.

Declarations

Item 1. Named insureds and addresses:

Policy MF- 47

(a) Rochester Gas & Electric Corporation - 89 K. Avenue, Rochester, New York 14649
(b)

Item 2. Additional insureds:

Any other person or organization who would be insured under the primary financial protection identified in Item 4 of the Declarations but for exhaustion of the limit of liability of such primary financial protection.

- Item 3. Description and location of nuclear reactor: Robert Emmet Ginna Nuclear Power Station located in Ontario, New York.
- Item 4. (a) Identification of <u>primary financial protection</u> applicable to the nuclear reactor and limit(s) of liability thereof:

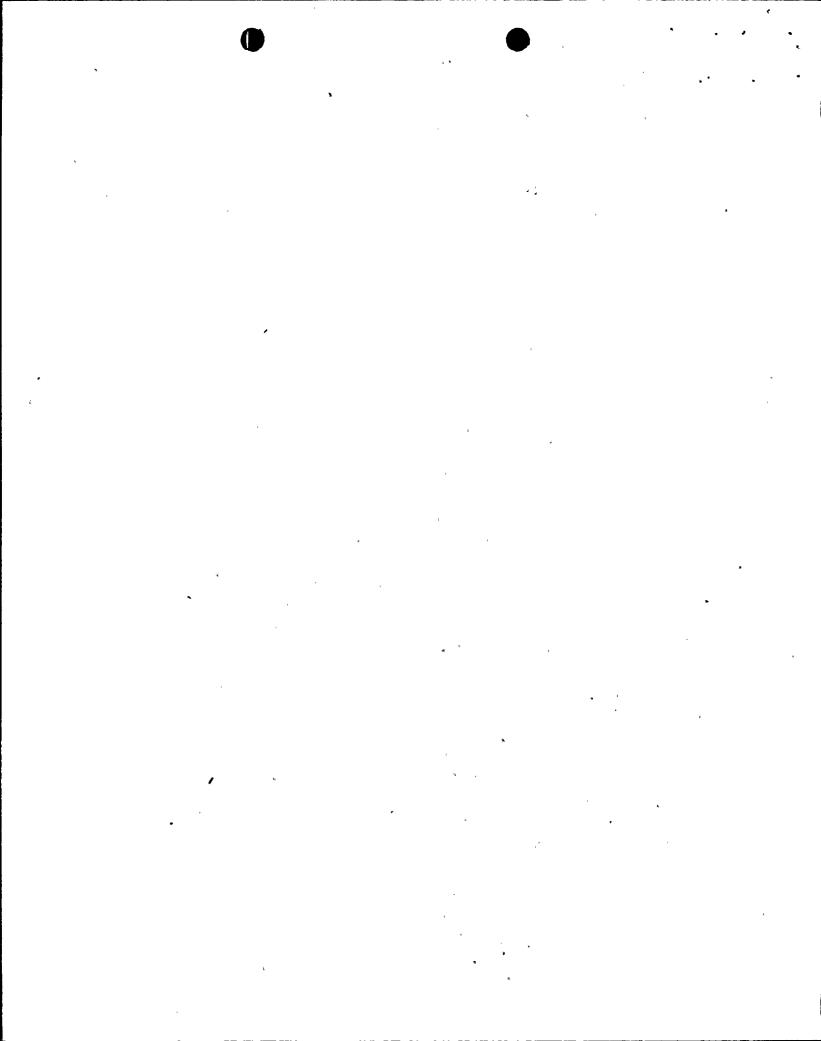
 Nuclear Energy Liability Insurance Association's
 Policy NF-170 \$108,500,000

 Mutual Atomic Energy Liability Underwriters'

\$ 31,500,000

- (b) The following endorsements, attached to the <u>primary</u>
 <u>financial protection</u> policies listed in Item 4 (a) also
 apply to the insurance afforded by the Master Policy through
 this <u>certificate</u> as though they were attached hereto:
 - (1) Waiver of Defenses Endorsement (Extraordinary Nuclear Occurrence) and
 - (2) Supplementary Endorsement Waiver of Defenses Reactor Construction at the Facility,
- (c) The limits of liability provided under the <u>primary financial</u>
 protection specified in Item 4 (a) above are not shared with
 any other reactor except as follows:
 No Exceptions
- Item 5. Limits of Liability: The amount of retrospective premium actually received by the companies plus the amount of the companies' contingent liability, if any, pursuant to Conditions 2, 3 and 4 of the Master Policy.
- Item 6. <u>Certificate</u> Period: Beginning at 12:01 a.m. on the first day of
 August, 1977; and continuing to the effective date and time of cancellation or termination of the Master Policy or this <u>certificate</u>,
 whichever first occurs, eastern standard time.
- Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each <u>nuclear incident</u>: \$3,875,000.
- Item 8. Premium payable pursuant to Condition 1 of the Master Policy for the period from August 1, 1977 through December 31 following:

 \$1.948.35



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 Master Policy described in the above Certificate of Insurance and Declarations. The named insureds do hereby covenant with and are held and are firmly bound to the members of Nuclear Energy Liability Insurance Association subscribing the Master Policy (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 Master Policy, as it may be changed from time to time, with interest on such premiums and allowances for taxes to be computed at the rate provided in the Master Policy from the date payment thereof is specified to be due the companies in written notice to the first named insured as provided in Condition 2 of the 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 and (2) in enforcing any of the covenants or provisions of this Bond, or any provisions of the 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 preceding Certificate of Insurance, Declarations and Bond form a part of the Master Policy. Cancellation or termination of the Master Policy or the Certificate of Insurance shall not affect the named insured's obligations under the policy or the Bond to pay the retrospective premiums and allowances for premium taxes, as provided in this <u>Certificate</u> and Condition 2 of the Master Policy.

IN WITNESS WHEREOF, the named insureds have caused this <u>Certificate</u>, 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 .	Named Insureds:	,
	, we	"
	Rochester Gas & Electric Corporation (Named Insured - Type or Print)	(
DW Bapile_	By Harry & Indiwork (SEAL) (Signature of Officer)	
an	Harry G. Saddock, Senior Vice-President, Finance and Rates	
	(Type or Print Name & Title of Officer)	
•	Date:	
·		
	- (Named Insured - Type or Print)	
•	By(SEAL	.)
• • .	(Signature of Officer)	
4) P	(Type or Print Name & Title of Officer) Date:	ŧ
,	(Named Insured - Type or Print)	- ,
	By(SEA	L)
	(Signature of Officer)	
•	(Type or Print Name & Title of Officer) Date:	1

Page 5 of Certificate No. N-14

IN WITNESS WHEREOF, the companies subscribing the Master Policy have caused the Certificate of Insurance and the Declarations to be signed on their behalf by the President 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

Y:

Countersigned by

(Authorized Representative)

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Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-14
Forming Part of Master Policy No. 1
Nuclear Energy Liability Insurance
(Secondary Financial Protection)

ANNUAL PREMIUM ENDORSEMENT

It is agreed that the Annual Premiums applicable to the periods designated below are as follows:

For Calendar Year 1978
Effective Date January 1, 1978
Annual Premium \$4,650.00

For Calendar Year 1979
Effective Date January 1, 1979
Annual Premium \$4,650.00

For Calendar Year 1980 Effective Date January 1, 1980 Annual Premium \$4,650.00

For Calendar Year 1981 Effective Date January 1, 1981 Annual Premium \$4,650.00

For Calendar Year 1982 Effective Date January 1, 1982 Annual Premium \$4,650.00

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

John L. Quattrocchi, Vice President-Liability Underwriting American Nuclear Insurers

Effective Date of this Endorsement	as stated above 12:01 A.M. Standard Time & Electric Corporation	To form a part of Certificate No. N-14
Date of Issue <u>December</u>	15, 1982	By General Manager
Endorsement No		Countersigned by

. ,

Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ANNUAL PREMIUM ENDORSEMENT

Calendar Year <u>1983</u>

ANNUAL PREM	IIUM:	It is a	greed	that	the /	Annual	Premium	due.	the
companies f	or the	period	l desig	nated	abov	ve is:	\$ 4,650.	00	

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

American Nuclear Insurers

Effective Date of this Endorsement January 1, 1 12:01 A.M. Sign Issued to Rochester Gas & Electric	983 To form a part of Certificate N-14 Corporation
Date of Issue <u>December 15, 1982</u>	By General Manager
Endorsement No3	Countersigned by

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Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-14

Forming Part of Master Policy No. 1

Nuclear Energy Liability Insurance

(Secondary Financial Protection)

It is agreed that Item 4.(a) of the Declarations is amended to read as follows:

Item 4.(a) Identification of <u>primary financial protection</u>

applicable to the nuclear reactor and limit(s)

of liability thereof:

Nuclear Energy Liability Insurance Association's
Policy NF- 170 \$124,000,000

Mutual Atomic Energy Liability Underwriters'

Policy MF- 47

\$ 36,000,000

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 Inc. ... Liability Policy (Facility Form) as designated hereon No Insurance is afforded hereunder.

John L. Quattrocchi, Vice President-Liability Underwriting American Nuclear Insurers

Effective Date of May 1, 1979 this Endorsement 12:01 A.M. St Issued to Rochester Gas & Electri	andard Time c Corporation	To form a part of Certificate NoN-14
Date of Issue <u>December 15, 1982</u>	í	By General Manager
Endorsement No	Coun	tersigned by