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50-316 Donald C. Cook Nuclear Power Plant, Unit 2, Indiana & 05000316
AUTH. NAME AUTHOR AFFILIATION
ALEXICH, M.P. Indiana Michigan Power Co. (formerly Indiana & Michigan Ele
RECIP. NAME RECIPIENT AFFILIATION
DINITZ, I. Document Control Branch (Document Control Desk)

SUBJECT: Forwards Amend 11 to Indemnity Agreement B-61.

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Indiana Michigan
Power Company
P.O. Box 16631
Columbus, OH 43216



AEP:NRG:0279AA

Donald C. Cook Nuclear Plant Units 1 and 2
Docket Nos. 50-315 and 50-316
License Nos. DPR-58 and DPR-74
INDEMNITY AGREEMENT AMENDMENT

U.S. Nuclear Regulatory Commission
Document Control Desk
Washington, D.C. 20555

Attn: Mr. Ira Dinitz
Senior Insurance/Indemnity Specialist
Mail Stop 12E-4

December 29, 1989

Dear Mr. Dinitz:

Enclosed is one signed copy of Amendment No. 11 to Indemnity Agreement No. B-61 for the Donald C. Cook Nuclear Plant.

This document has been prepared following Corporate procedures that incorporate a reasonable set of controls to ensure its accuracy and completeness prior to signature by the undersigned.

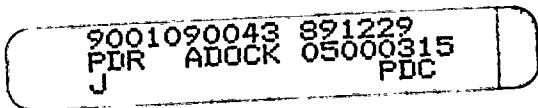
Sincerely,

M. P. Alexich
Vice President

MPA/dag

Enclosure

cc: D. H. Williams, Jr.
A. A. Blind - Bridgman
R. C. Callen
G. Charnoff
A. B. Davis - Region III
T. E. Murley - NRR
NRC Resident Inspector - Bridgman
NFEM Section Chief



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11



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

Docket Nos. 50-315
50-316

Amendment to Indemnity Agreement No. B-61
Amendment No. 11

Effective July 1, 1989, Indemnity Agreement No. B-61, between Indiana Michigan Power Company, and the Atomic Energy Commission, dated May 26, 1972 as amended, is hereby further amended as follows:

The amount "\$160,000,000" is deleted wherever it appears and the amount "\$200,000,000" is substituted therefor.

The amount "\$124,000,000" is deleted wherever it appears and the amount "\$155,000,000" is substituted therefor.

The amount "\$36,000,000" is deleted wherever it appears and the amount "\$45,000,000" is substituted therefor.

Paragraph 1, Article I is modified to read as follows:

1. "Nuclear reactor," "byproduct material," "person," "source material," "special nuclear material," and "precautionary evacuation" shall have the meanings given them in the Atomic Energy Act of 1954, as amended, and the regulations issued by the Commission.

The definition of "public liability" in paragraph 7, Article I is deleted, and the following is substituted therefor:

"Public liability" means any legal liability arising out of or resulting from a nuclear incident or precautionary evacuation (including all reasonable additional costs incurred by a State or a political subdivision of a State, in the course or responding to a nuclear incident or precautionary evacuation), except (1) claims under State or Federal Workmen's Compensation Acts of employees of persons indemnified who are employed (a) at the location or, if the nuclear incident occurs in the course of transportation of the radioactive material, on the transporting vehicle, and (b) in connection with the licensee's possession, use or transfer of the radioactive material; (2) claims arising out of an act of war; and (3) claims for loss of, or damage to, or loss of use of (a) property which is located at the location and used in connection with the licensee's possession, use, or transfer of the radioactive material, and (b) if the nuclear incident occurs in the course of transportation of the radioactive material, the transporting vehicle, containers used in such transportation, and the radioactive material.

Paragraph 4(c), Article II is revised to read as follows:

- (c) Any issue or defense based on any statute of limitations if suit is instituted within three years from the date on which the claimant first knew, or reasonably could have known, of his injury or damage and the cause thereof.

In paragraph 1, Article VIII, the amount "\$5,000,000" is deleted and the amount "\$63,000,000" 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., May 26, 1972, to 12 midnight, October 24, 1974, inclusive) |
| \$110,000,000 | (From 12:01 a.m., October 25, 1974, to 12 midnight, March 20, 1975, inclusive) |
| \$125,000,000 | (From 12:01 a.m., March 21, 1975, to 12 midnight, April 30, 1977 inclusive) |
| \$140,000,000* | (From 12:01 a.m., May 1, 1977, to 12 midnight, April 30, 1979 Inclusive) |
| \$160,000,000* | (From 12:01 a.m., May 1, 1979, to 12 midnight, June 30, 1989 inclusive) |
| \$200,000,000* | (From 12:01 a.m., July 1, 1989) |

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

Eileen M McKenna

Eileen M. McKenna, Acting Chief
Policy Development and Technical Support Branch
Program Management, Policy Development
and Analysis Staff
Office of Nuclear Reactor Regulation

Accepted December 29, 1989

By *M. Plesch*
Indiana Michigan Power Company

RBK
12/11/89

*and, as of August 1, 1977, the amount available as secondary financial protection.

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