



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

September 29, 1989

50-10
50-373
374

Docket Nos. 50-456, 50-457, 50-454, 50-455, 50-295, 50-304
50-237, 50-249, 50-254, and 50-265

Mr. Thomas J. Kovach
Nuclear Licensing Manager
Commonwealth Edison Company
P.O. Box 767
Chicago, IL 60690

Dear Mr. Kovach:

SUBJECT: COMMONWEALTH EDISON COMPANY - AMENDMENTS TO INDEMNITY AGREEMENTS

Enclosed are amendments to your indemnity agreements reflecting the changes to 10 CFR Part 140, "Financial Protection Requirements and Indemnity Agreements," effective July 1, 1989. The amendments to Part 140 reflect the increase from \$160 million to \$200 million in the primary layer of nuclear energy liability insurance provided by American Nuclear Insurers and Mutual Atomic Energy Liability Underwriters. The amendments also conform to changes made to the Price-Anderson Act by "The Price-Anderson Amendments Act of 1988," which was enacted on August 20, 1988.

Please signify your acceptance of the amendments to your indemnity agreements in the space provided and return one signed copy to the Document Control Desk, ATTN: Ira Dinitz, Senior Insurance/Indemnity Specialist, U.S. Nuclear Regulatory Commission, Mail Stop 12E-4, Washington, D.C. 20555. If you have any questions about the foregoing, please contact Mr. Dinitz at 301-492-1289.

Sincerely,

Paul C. Shemanski

Paul C. Shemanski, Acting Director
Project Directorate III-2
Division of Reactor Projects - III
IV, V, and Special Projects
Office of Nuclear Reactor Regulation

Enclosure:
Amendments to Indemnity
Agreements

cc w/enclosure:
See next page

*DF-01
11*

September 29, 1989

Docket Nos. 50-456, 50-457, 50-454, 50-455, 50-295, 50-304
50-237, 50-249, 50-254, and 50-265

Mr. Thomas J. Kovach
Nuclear Licensing Manager
Commonwealth Edison Company
P.O. Box 767
Chicago, IL 60690

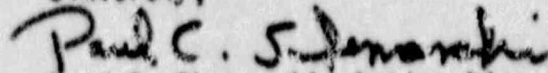
Dear Mr. Kovach:

SUBJECT: COMMONWEALTH EDISON COMPANY - AMENDMENTS TO INDEMNITY AGREEMENTS

Enclosed are amendments to your indemnity agreements reflecting the changes to 10 CFR Part 140, "Financial Protection Requirements and Indemnity Agreements," effective July 1, 1989. The amendments to Part 140 reflect the increase from \$160 million to \$200 million in the primary layer of nuclear energy liability insurance provided by American Nuclear Insurers and Mutual Atomic Energy Liability Underwriters. The amendments also conform to changes made to the Price-Anderson Act by "The Price-Anderson Amendments Act of 1988," which was enacted on August 20, 1988.

Please signify your acceptance of the amendments to your indemnity agreements in the space provided and return one signed copy to the Document Control Desk, ATTN: Ira Dinitz, Senior Insurance/Indemnity Specialist, U.S. Nuclear Regulatory Commission, Mail Stop 12E-4, Washington, D.C. 20555. If you have any questions about the foregoing, please contact Mr. Dinitz at 301-492-1289.

Sincerely,



Paul C. Shemanski, Acting Director
Project Directorate III-2
Division of Reactor Projects - III
IV, V, and Special Projects
Office of Nuclear Reactor Regulation

Enclosure:
Amendments to Indemnity
Agreements

cc w/enclosure:
See next page

DISTRIBUTION

<u>Docket Title</u>	NRC & Local PDRs	LLuther
MVirgilio	OGC	EJordan
BGrimes	ACRS (10)	SSands
TRoss	BSiegel	LOlshan
PShemanski	CPatel	PDIII-2 r/f

PDIII-2
LLuther:km
9/24/89

^{P.C.}
PDIII-2
PShemanski
9/29/89



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

Docket Nos. 50-454
50-455

Amendment to Indemnity Agreement No. B-97
Amendment No. 7

Effective July 1, 1989, Indemnity Agreement No. B-97, between Commonwealth Edison Company and the Nuclear Regulatory Commission dated May 6, 1983 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.

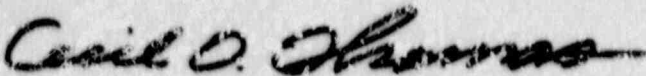
In paragraph 1, Article VIII, the amount "\$5,000,000" is deleted and the amount "\$63,000,000" is substituted therefor.

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 6, 1983, to 12 midnight, October 30, 1988, inclusive)
- \$160,000,000* (From 12:01 a.m., October 31, 1984, 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



Cecil O. Thomas, Chief
Policy Development and Technical Support Branch
Program Management, Policy Development
and Analysis Staff
Office of Nuclear Reactor Regulation

Accepted _____, 1989

By _____
Commonwealth Edison Co.

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



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

Docket Nos. 50-454
50-455

Amendment to Indemnity Agreement No. B-97
Amendment No. 7

Effective July 1, 1989, Indemnity Agreement No. B-97, between Commonwealth Edison Company and the Nuclear Regulatory Commission dated May 6, 1983 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 6, 1983, to 12 midnight, October 30, 1988, inclusive) |
| | \$160,000,000* | (From 12:01 a.m., October 31, 1984, 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

Cecil O. Thomas

Cecil O. Thomas, Chief
Policy Development and Technical Support Branch
Program Management, Policy Development
and Analysis Staff
Office of Nuclear Reactor Regulation

Accepted _____, 1989

By _____
Commonwealth Edison Co.

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

Mr. Thomas J. Kovach
Commonwealth Edison Company

Byron Station
Units 1 and 2

cc:

Mr. Jack Tain
Atomic Power Distribution
Westinghouse Electric Corporation
Post Office Box 355
Pittsburgh, Pennsylvania 15230

Regional Administrator
U. S. Nuclear Regulatory
Commission
799 Roosevelt Road, Bldg. #4
Glen Ellyn, Illinois 60137

Michael Miller, Esq.
Sidley and Austin
One First National Plaza
Chicago, Illinois 60603

Illinois Department of
Nuclear Safety
Office of Nuclear Facility Safety
1035 Outer Park Drive
Springfield, Illinois, 62704

Mrs. Phillip B. Johnson
1907 Stratford Lane
Rockford, Illinois 61107

Joseph Gallo, Esq.
Hopkins and Sutter
1050 Connecticut Avenue, N.W.
Suite 1250
Washington, D.C. 20036

Ms. Lorraine Creek
Rt. 1, Box 182
Manteno, Illinois 60950

Douglass Cassel, Esq.
109 N. Dearborn Street
Suite 1300
Chicago, Illinois 60602

Dr. Bruce von Zellen
Department of Biological Sciences
Northern Illinois University
DeKalb, Illinois 61107

Ms. Pat Morrison
913 N Main Street #707
Rockford, Illinois 61103-7058

Mr. Edward R. Crass
Nuclear Safeguards & Licensing
Sargent & Lundy Engineers
55 East Monroe Street
Chicago, Illinois 60603

Attorney General
500 South 2nd Street
Springfield, Illinois 62701

U. S. Nuclear Regulatory Commission
Byron/Resident Inspectors Offices
4448 North German Church Road
Byron, Illinois 61010

Chairman, Ogle County Board
Post Office Box 357
Oregon, Illinois 61061

EIS Review Coordinator
Environmental Protection Agency
Region V
230 S. Dearborn Street
Chicago, Illinois 60604

Commonwealth Edison Company
Byron Station Manager
4450 North German Church Road
Byron, Illinois 61010



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

Docket Nos. 50-456
50-457

Amendment to Indemnity Agreement No. B-102
Amendment No. 7

Effective July 1, 1989, Indemnity Agreement No. B-102, between Commonwealth Edison Company and the Nuclear Regulatory Commission dated October 8, 1985 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 "\$26,000,000" 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., October 8, 1985, to 12 midnight, October 16, 1986, inclusive) |
| | \$160,000,000* | (From 12:01 a.m., October 17, 1986, 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

Cecil O. Thomas

Cecil O. Thomas, Chief
Policy Development and Technical Support Branch
Program Management, Policy Development
and Analysis Staff
Office of Nuclear Reactor Regulation

Accepted _____, 1989

By _____
Commonwealth Edison Co.

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

Mr. Thomas J. Kovach
Commonwealth Edison Company

Braidwood Station
Units 1 and 2

cc:

Mr. Jack Tain
Atomic Power Distribution
Westinghouse Electric Corporation
Post Office Box 355
Pittsburgh, Pennsylvania 15230

Ms. Lorraine Creek
Route 1, Box 182
Manteno, Illinois 60950

Joseph Gallo, Esq.
Hopkins and Suttar
1050 Connecticut Ave., N. W.
Suite 1250
Washington, D.C. 20036

Douglass Cassel, Esq.
109 N. Dearborn Street
Chicago, Illinois 60602

Ms. Bridget Lyttle Bohem
Applesand Coordinator
117 North Linden Street
Essex, Illinois 60935

Mr. Thomas W. Ortziger, Director
Illinois Emergency Services
and Disaster Agency
110 East Adams Street
Springfield, Illinois 62706

Mr. Edward R. Crass
Nuclear Safeguards and
Licensing Division
Sargent & Lundy Engineers
35 East Monroe Street
Chicago, Illinois 60603

Michael Miller, Esq.
Sidley and Austin
One First National Plaza
Chicago, Illinois 60603

U. S. Nuclear Regulatory Commission
Resident Inspectors Office
RR #1 Box 79
Braceville, Illinois 60407

George L. Edgar
Newman & Holtzinger, P.C.
1615 L Street, N.W.
Washington, D.C. 20036

Attorney General
500 South 2nd Street
Springfield, Illinois 62701

Regional Administrator, Region III
U. S. Nuclear Regulatory Commission
799 Roosevelt Road, Bldg. #4
Glen Ellyn, Illinois 60137

EIS Review Coordinator
EPA Region V
230 S. Dearborn Street
Chicago, Illinois 60604

Chairman
Will County Board of Supervisors
Will County Board Courthouse
Joliet, Illinois 60434

Illinois Department of
Nuclear Safety
Office of Nuclear Facility Safety
1035 Outer Park Drive
Springfield, Illinois, 62704



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

Docket Nos. 50-456
50-457

Amendment to Indemnity Agreement No. B-102
Amendment No. 7

Effective July 1, 1989, Indemnity Agreement No. B-102, between Commonwealth Edison Company and the Nuclear Regulatory Commission dated October 8, 1985 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., October 8, 1985, to 12 midnight, October 16, 1986, inclusive)
- \$160,000,000* (From 12:01 a.m., October 17, 1986, 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

Cecil O. Thomas

Cecil O. Thomas, Chief
Policy Development and Technical Support Branch
Program Management, Policy Development
and Analysis Staff
Office of Nuclear Reactor Regulation

Accepted _____, 1989

By _____
Commonwealth Edison Co.

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

Mr. Thomas J. Kovach
Commonwealth Edison Company

Braidwood Station
Units 1 and 2

cc:

Mr. Jack Tain
Atomic Power Distribution
Westinghouse Electric Corporation
Post Office Box 355
Pittsburgh, Pennsylvania 15230

Ms. Lorraine Creek
Route 1, Box 182
Manteno, Illinois 60950

Joseph Gallo, Esq.
Hopkins and Sutter
1050 Connecticut Ave., N. W.
Suite 1250
Washington, D.C. 20036

Douglass Cassel, Esq.
109 N. Dearborn Street
Chicago, Illinois 60602

Mrs. Bridget Little Roren
Appleseed Coordinator
117 North Linden Street
Essex, Illinois 60935

Mr. Thomas W. Ortziger, Director
Illinois Emergency Services
and Disaster Agency
110 East Adams Street
Springfield, Illinois 62705

Mr. Edward R. Crass
Nuclear Safeguards and
Licensing Division
Sargent & Lundy Engineers
55 East Monroe Street
Chicago, Illinois 60603

Michael Miller, Esq.
Sidley and Austin
One First National Plaza
Chicago, Illinois 60603

George L. Edgar
Newman & Holtzinger, P.C.
1615 L Street, N.W.
Washington, D.C. 20036

U. S. Nuclear Regulatory Commission
Resident Inspectors Office
RR #1 Box 79
Braceville, Illinois 60407

Attorney General
500 South 2nd Street
Springfield, Illinois 62701

Regional Administrator, Region III
U. S. Nuclear Regulatory Commission
799 Roosevelt Road, Bldg. #4
Glen Ellyn, Illinois 60137

EIS Review Coordinator
EPA Region V
230 S. Dearborn Street
Chicago, Illinois 60604

Chairman
Will County Board of Supervisors
Will County Board Courthouse
Joliet, Illinois 60434

Illinois Department of
Nuclear Safety
Office of Nuclear Facility Safety
1035 Outer Park Drive
Springfield, Illinois, 62704



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

Docket Nos. 50-254
50-265

Amendment to Indemnity Agreement No. B-47
Amendment No. 13

Effective July 1, 1989, Indemnity Agreement No. B-47, between Commonwealth Edison Company, Iowa-Illinois Gas and Electric Company and Atomic Energy Commission dated October 30, 1970 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., October 30, 1970 to 12 midnight, September 30, 1971, inclusive)
\$82,000,000	(From 12:01 a.m., October 1, 1971 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, 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

Cecil O. Thomas

Cecil O. Thomas, Chief
Policy Development and Technical Support Branch
Program Management, Policy Development
and Analysis Staff
Office of Nuclear Reactor Regulation

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

Accepted _____, 1989

Accepted _____, 1989

By Commonwealth Edison Co.

By Iowa-Illinois Gas & Electric Co.



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

Docket Nos. 50-254
50-265

Amendment to Indemnity Agreement No. B-47
Amendment No. 13

Effective July 1, 1989, Indemnity Agreement No. B-47, between Commonwealth Edison Company, Iowa-Illinois Gas and Electric Company and Atomic Energy Commission dated October 30, 1970 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., October 30, 1970 to 12 midnight, September 30, 1971, inclusive)
\$82,000,000	(From 12:01 a.m., October 1, 1971 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, 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, 1977, 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



Cecil O. Thomas, Chief
 Policy Development and Technical Support Branch
 Program Management, Policy Development
 and Analysis Staff
 Office of Nuclear Reactor Regulation

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

Accepted _____, 1989

Accepted _____, 1989

By Commonwealth Edison Co.

By Iowa-Illinois Gas & Electric Co.

Mr. Thomas J. Kovach
Commonwealth Edison Company

Quad Cities Nuclear Power Station
Units 1 and 2

cc:

Mr. Stephen E. Shelton
Vice President
Iowa-Illinois Gas and
Electric Company
P. O. Box 4350
Davenport, Iowa 52808

Michael I. Miller, Esq.
Sidley and Austin
One First National Plaza
Chicago, Illinois 60603

Mr. Richard Bax
Station Manager
Quad Cities Nuclear Power Station
22710 206th Avenue North
Cordova, Illinois 61242

Resident Inspector
U. S. Nuclear Regulatory Commission
22712 206th Avenue North
Cordova, Illinois 61242

Chairman
Rock Island County Board
of Supervisors
1504 3rd Avenue
Rock Island County Office Bldg.
Rock Island, Illinois 61201

Illinois Department of Nuclear Safety
Office of Nuclear Facility Safety
1035 Outer Park Drive
Springfield, Illinois 62704

Regional Administrator, Region III
U. S. Nuclear Regulatory Commission
799 Roosevelt Road, Bldg. #4
Glen Ellyn, Illinois 60137



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

Docket Nos. 50-254
50-265

Amendment to Indemnity Agreement No. B-47
Amendment No. 13

Effective July 1, 1989, Indemnity Agreement No. B-47, between Commonwealth Edison Company, Iowa-Illinois Gas and Electric Company and Atomic Energy Commission dated October 30, 1970 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., October 30, 1970 to 12 midnight, September 30, 1971, inclusive)
\$82,000,000	(From 12:01 a.m., October 1, 1971 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, 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

Cecil O. Thomas

Cecil O. Thomas, Chief
Policy Development and Technical Support Branch
Program Management, Policy Development
and Analysis Staff
Office of Nuclear Reactor Regulation

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

Accepted _____, 1989

Accepted _____, 1989

By Commonwealth Edison Co.

By Iowa-Illinois Gas & Electric Co.

Mr. Thomas J. Kovach
Commonwealth Edison Company

Quad Cities Nuclear Power Station
Units 1 and 2

cc:

Mr. Stephen E. Shelton
Vice President
Iowa-Illinois Gas and
Electric Company
P. O. Box 4350
Davenport, Iowa 52808

Michael I. Miller, Esq.
Sidley and Austin
One First National Plaza
Chicago, Illinois 60603

Mr. Richard Bax
Station Manager
Quad Cities Nuclear Power Station
22710 206th Avenue North
Cordova, Illinois 61242

Resident Inspector
U. S. Nuclear Regulatory Commission
22712 206th Avenue North
Cordova, Illinois 61242

Chairman
Rock Island County Board
of Supervisors
1504 3rd Avenue
Rock Island County Office Bldg.
Rock Island, Illinois 61201

Illinois Department of Nuclear Safety
Office of Nuclear Facility Safety
1035 Outer Park Drive
Springfield, Illinois 62704

Regional Administrator, Region III
U. S. Nuclear Regulatory Commission
799 Roosevelt Road, Bldg. #4
Glen Ellyn, Illinois 60137



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

Docket Nos. 50-10
50-237
50-249

Amendment to Indemnity Agreement No. B-10
Amendment No. 24

Effective July 1, 1989, Indemnity Agreement No. B-10, between Commonwealth Edison Company and the Atomic Energy Commission, dated September 28, 1959 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. \$60,000,000	(From 12:01 a.m., September 28, 1959 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, 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

Cecil O. Thomas

Cecil O. Thomas, Chief
Policy Development and Technical Support Branch
Program Management, Policy Development
and Analysis Staff
Office of Nuclear Reactor Regulation

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

Accepted _____, 1989

By Commonwealth Edison Co.

Mr. Thomas J. Kovach
Commonwealth Edison Company

Dresden Nuclear Power Station
Units 2 and 3

cc:

Michael I. Miller, Esq.
Sidley and Austin
One First National Plaza
Chicago, Illinois 60603

Mr. J. Eenigenburg
Plant Superintendent
Dresden Nuclear Power Station
Rural Route #1
Morris, Illinois 60450

U. S. Nuclear Regulatory Commission
Resident Inspectors Office
Dresden Station
Rural Route #1
Morris, Illinois 60450

Chairman
Board of Supervisors of
Grundy County
Grundy County Courthouse
Morris, Illinois 60450

Regional Administrator
Nuclear Regulatory Commission, Region III
799 Roosevelt Road, Bldg. #4
Glen Ellyn, Illinois 60137

Illinois Department of Nuclear Safety
Office of Nuclear Facility Safety
1035 Outer Park Drive
Springfield, Illinois 62704



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

Docket Nos. 50-10
50-237
50-249

Amendment to Indemnity Agreement No. B-10
Amendment No. 24

Effective July 1, 1989, Indemnity Agreement No. B-10, between Commonwealth Edison Company and the Atomic Energy Commission, dated September 28, 1959 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. \$60,000,000	(From 12:01 a.m., September 28, 1959 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, 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

Cecil O. Thomas

Cecil O. Thomas, Chief
Policy Development and Technical Support Branch
Program Management, Policy Development
and Analysis Staff
Office of Nuclear Reactor Regulation

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

Accepted _____, 1989

By Commonwealth Edison Co.

Mr. Thomas J. Kovach
Commonwealth Edison Company

Dresden Nuclear Power Station
Units 2 and 3

cc:

Michael I. Miller, Esq.
Sidley and Austin
One First National Plaza
Chicago, Illinois 60603

Mr. J. Eenigenburg
Plant Superintendent
Dresden Nuclear Power Station
Rural Route #1
Morris, Illinois 60450

U. S. Nuclear Regulatory Commission
Resident Inspectors Office
Dresden Station
Rural Route #1
Morris, Illinois 60450

Chairman
Board of Supervisors of
Grundy County
Grundy County Courthouse
Morris, Illinois 60450

Regional Administrator
Nuclear Regulatory Commission, Region III
799 Roosevelt Road, Bldg. #4
Glen Ellyn, Illinois 60137

Illinois Department of Nuclear Safety
Office of Nuclear Facility Safety
1035 Outer Park Drive
Springfield, Illinois 62704



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

Docket Nos. 50-295
50-304

Amendment to Indemnity Agreement No. B-59
Amendment No. 11

Effective July 1, 1989, Indemnity Agreement No. B-59, between Commonwealth Edison Company and the Atomic Energy Commission, dated December 23, 1971 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., December 23, 1971 to 12 midnight, April 5, 1973, inclusive) |
| \$95,000,000 | (From 12:01 a.m., April 6, 1973 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, 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

Cecil O. Thomas

Cecil O. Thomas, Chief
Policy Development and Technical Support Branch
Program Management, Policy Development
and Analysis Staff
Office of Nuclear Reactor Regulation

Accepted _____, 1989

By _____
Commonwealth Edison Co.

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

Mr. Thomas J. Kovach
Commonwealth Edison Company

Zion Nuclear Power Station
Units 1 and 2

cc:

Robert J. Vollen, Esquire
109 North Dearborn Street
Chicago, Illinois 60602

Dr. Cecil Lue-Hing
Director of Research and Development
Metropolitan Sanitary District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611

Phillip Steptoe, Esq.
Sidley and Austin
One First National Plaza
Chicago, Illinois 60603

Mayor of Zion
Zion, Illinois 60099

Illinois Department of Nuclear Safety
Office of Nuclear Facility Safety
1035 Outer Park Drive
Springfield, Illinois 62704

U.S. Nuclear Regulatory Commission
Resident Inspectors Office
105 Shiloh Blvd.
Zion, Illinois 60099

Regional Administrator, Region III
U.S. Nuclear Regulatory Commission
799 Roosevelt Road, Bldg. #4
Glen Ellyn, Illinois 60137



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

Docket Nos. 50-295
50-304

Amendment to Indemnity Agreement No. B-59
Amendment No. II

Effective July 1, 1980, Indemnity Agreement No. B-59, between Commonwealth Edison Company and the Atomic Energy Commission, dated December 23, 1971 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., December 23, 1971 to 12 midnight, April 5, 1973, inclusive)
\$95,000,000	(From 12:01 a.m., April 6, 1973 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, 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

Cecil O. Thomas

Cecil O. Thomas, Chief
Policy Development and Technical Support Branch
Program Management, Policy Development
and Analysis Staff
Office of Nuclear Reactor Regulation

Accepted _____, 1989

By _____
Commonwealth Edison Co.

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

Mr. Thomas J. Kovach
Commonwealth Edison Company

Zion Nuclear Power Station
Units 1 and 2

cc:

Robert J. Vollen, Esquire
109 North Dearborn Street
Chicago, Illinois 60602

Dr. Cecil Lue-Hing
Director of Research and Development
Metropolitan Sanitary District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611

Phillip Steptoe, Esq.
Sidley and Austin
One First National Plaza
Chicago, Illinois 60603

Mayor of Zion
Zion, Illinois 60099

Illinois Department of Nuclear Safety
Office of Nuclear Facility Safety
1035 Outer Park Drive
Springfield, Illinois 62704

U.S. Nuclear Regulatory Commission
Resident Inspectors Office
105 Shiloh Blvd.
Zion, Illinois 60099

Regional Administrator, Region III
U.S. Nuclear Regulatory Commission
799 Roosevelt Road, Bldg. #4
Glen Ellyn, Illinois 60137



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

Docket Nos. 50-373 and 50-374

Amendment to Indemnity Agreement No. B-84
Amendment No. 6

Effective July 1, 1989, Indemnity Agreement No. B-84, between Commonwealth Edison Company and the Nuclear Regulatory Commission, dated September 25, 1978, 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., September 25, 1978 to 12 midnight, April 16, 1982 inclusive) |
| \$160,000,000* | (From 12:01 a.m., April 17, 1982 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

Cecil O. Thomas

Cecil O. Thomas, Chief
Policy Development and Technical Support Branch
Program Management Policy Development
and Analysis Staff
Office Nuclear Reactor Regulation

Accepted _____, 1989

By Commonwealth Edison Company

Mr. Thomas J. Kovach
Commonwealth Edison Company

LaSalle County Nuclear Power Station
Units 1 & 2

cc:

Phillip P. Steptoe, Esquire
Sidley and Austin
One First National Plaza
Chicago, Illinois 60603

Robert Cushing
Chief, Public Utilities Division
Illinois Attorney General's Office
100 West Randolph Street
Chicago, Illinois 60601

Assistant Attorney General
100 West Randolph Street
Suite 12
Chicago, Illinois 60601

Resident Inspector/LaSalle, MPS
U.S. Nuclear Regulatory Commission
Rural Route No. 1
P. O. Box 224
Marseilles, Illinois 61341

Chairman
LaSalle County Board of Supervisors
LaSalle County Courthouse
Ottawa, Illinois 61350

Attorney General
500 South 2nd Street
Springfield, Illinois 62701

Chairman
Illinois Commerce Commission
Leland Building
527 East Capitol Avenue
Springfield, Illinois 62706

Illinois Department of Nuclear Safety
Office of Nuclear Facility Safety
1035 Outer Park Drive
Springfield, Illinois 62704

Regional Administrator, Region III
U. S. Nuclear Regulatory Commission
799 Roosevelt Road, Bldg. #4
Glen Ellyn, Illinois 60137



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

Docket Nos. 50-373 and 50-374

Amendment to Indemnity Agreement No. B-84
Amendment No. 6

Effective July 1, 1989, Indemnity Agreement No. B-84, between Commonwealth Edison Company and the Nuclear Regulatory Commission, dated September 25, 1978, 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., September 25, 1978 to 12 midnight, April 16, 1982 inclusive)
- \$160,000,000* (From 12:01 a.m., April 17, 1982 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

Cecil O. Thomas

Cecil O. Thomas, Chief
Policy Development and Technical Support Branch
Program Management Policy Development
and Analysis Staff
Office Nuclear Reactor Regulation

Accepted _____, 1989

By Commonwealth Edison Company

Mr. Thomas J. Kovach
Commonwealth Edison Company

LaSalle County Nuclear Power Station
Units 1 & 2

cc:

Phillip P. Steptoe, Esquire
Sidley and Austin
One First National Plaza
Chicago, Illinois 60603

Robert Cushing
Chief, Public Utilities Division
Illinois Attorney General's Office
100 West Randolph Street
Chicago, Illinois 60601

Assistant Attorney General
100 West Randolph Street
Suite 12
Chicago, Illinois 60601

Resident Inspector/LaSalle, NPS
U.S. Nuclear Regulatory Commission
Rural Route No. 1
P. O. Box 224
Marseilles, Illinois 61341

Chairman
LaSalle County Board of Supervisors
LaSalle County Courthouse
Ottawa, Illinois 61350

Attorney General
500 South 2nd Street
Springfield, Illinois 62701

Chairman
Illinois Commerce Commission
Leland Building
527 East Capitol Avenue
Springfield, Illinois 62706

Illinois Department of Nuclear Safety
Office of Nuclear Facility Safety
1035 Outer Park Drive
Springfield, Illinois 62704

Regional Administrator, Region III
U. S. Nuclear Regulatory Commission
799 Roosevelt Road, Bldg. #4
Glen Ellyn, Illinois 60137



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

Docket Nos. 50-373 and 50-374

Amendment to Indemnity Agreement No. B-84
Amendment No. 6

Effective July 1, 1989, Indemnity Agreement No. B-84, between Commonwealth Edison Company and the Nuclear Regulatory Commission, dated September 25, 1978, 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., September 25, 1978 to 12 midnight, April 16, 1982 inclusive) |
| \$160,000,000* | (From 12:01 a.m., April 17, 1982 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

Cecil O. Thomas

Cecil O. Thomas, Chief
 Policy Development and Technical Support Branch
 Program Management Policy Development
 and Analysis Staff
 Office Nuclear Reactor Regulation

Accepted _____, 1989

By Commonwealth Edison Company

Mr. Thomas J. Kovach
Commonwealth Edison Company

LaSalle County Nuclear Power Station
Units 1 & 2

cc:

Phillip P. Stappoe, Esquire
Sidley and Austin
One First National Plaza
Chicago, Illinois 60603

Robert Cushing
Chief, Public Utilities Division
Illinois Attorney General's Office
100 West Randolph Street
Chicago, Illinois 60601

Assistant Attorney General
100 West Randolph Street
Suite 12
Chicago, Illinois 60601

Resident Inspector/LaSalle, NPS
U.S. Nuclear Regulatory Commission
Rural Route No. 1
P. O. Box 224
Marseilles, Illinois 61341

Chairman
LaSalle County Board of Supervisors
LaSalle County Courthouse
Ottawa, Illinois 61350

Attorney General
500 South 2nd Street
Springfield, Illinois 62701

Chairman
Illinois Commerce Commission
Leland Building
527 East Capitol Avenue
Springfield, Illinois 62706

Illinois Department of Nuclear Safety
Office of Nuclear Facility Safety
1035 Outer Park Drive
Springfield, Illinois 62704

Regional Administrator, Region III
U. S. Nuclear Regulatory Commission
799 Roosevelt Road, Bldg. #4
Glen Ellyn, Illinois 60137