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ATTN: Ira Dinitz
Sr. Insurance/Indemnity Specialist
U. S. Nuclear Regulatory Commission
Mail Stop 12E-4
Washington, D.C. 20555

Gentlemen:

Three Mile Island Nuclear Station, Unit. Nos. 1 and 2
Docket Nos. 50-289 and 50-320
Amendment 11 to Indemnity Agreement B-64

Enclosed is one (1) signed original of the Amendment to the Indemnity Agreement No. B-64 for TMI-1 and TMI-2.

Sincerely,

P. R. Clark,
President and CEO

PRC/GMG/ag

Enclosure

cc: R. Herron, NRC
M. Masnik, NRC
W. Russell, NRC
J. Stoltz, NRC
F. Young, NRC

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

Docket Nos. 50-289
50-320

Amendment to Indemnity Agreement No. B-64
Amendment No. II

Effective July 1, 1989, Indemnity Agreement No. B-64, between Metropolitan Edison Company, Jersey Central Power and Light Company, Pennsylvania Electric Company, GPU Nuclear Corporation and the Atomic Energy Commission, dated December 11, 1973 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 11, 1973, to 12 midnight, April 18, 1974, inclusive) |
| \$110,000,000 | (From 12:01 a.m., April 19, 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 October 12, 1989

Accepted October 12, 1989

By

[Signature]
Metropolitan Edison Company


By


[Signature]
Jersey Central Power and Light
Company

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

Accepted October 12, 1989

Accepted October 13, 1989

By 
Pennsylvania Electric
Company

By 
GPU Nuclear Corporation