

NIAGARA MOHAWK POWER CORPORATION 300 ERIE BOULEVARD WEST SYRACUSE N.Y. 13202/TELEPHONE (315) 474-1511

February 4, 1981

Mr. Jerome Saltzman, Chief Antitrust & Indemnity Group Nuclear Reactor Regulation Nuclear Regulatory Commission Washington, D. C. 20555

Re: Docket No. 50-220

Dear Mr. Saltzman:

Enclosed are certified copies of Endorsements No. 71 and 72 to ANI Policy No. NF-161. Endorsement #71 sets forth the premium for the 1981 calendar year. Endorsement No. 72 amends the definition of Condition 2.

Very truly yours,

John a. Recolumne

J. W. Rushmore, Supervisor-Insurance System Risk Management

JWR/cnw

Enclosures

Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM CALENDAR YEAR 1981 ENDORSEMENT

ADVANCE PREMIUM: It is agreed that the Advance Premium due the 1. companies for the period designated above is:

405,139.63 5

STANDARD PREMIUM AND RESERVE PREMIUM: in the absence of a change in 2. the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is:

305,581,11 5

This is to cortify that this is a true copy of the original andorselent having the endercoment number and being made part or the Nuclear Energy Liability Folicy (Facility Form) as designated hereon. No Insurance is afforded hereunder.

cchi, Vice President Quattr

American Nuclear Insurers

Effective Date of January 1, 1981		To form a part of Policy No	NF-161
Issued to Niaga	12 01 A.M. Standard Time ra Mohawk Power Corporation		
Date of Issue Decemt	ber 22, 1980	For the supportibing companie	5

For the supscribing companies By General Manager

Endorsement No

71

Countersigned by,

Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDMENT OF DEFINITION OF CONDITION 2 "INSPECTION; SUSPENSION" AND "INSURED SHIPMENT" (Indemnified Nuclear Facility)

- It is agreed that:
 - 1.) Condition 2 "INSPECTION; SUSPENSION" is replaced by the following:
 - 2 INSPECTION; SUSPENSION The companies shall at any time be permitted but not obligated to inspect the facility and all operations relating thereto and to examine the insured's books and records as far as they relate to the subject of this insurance and any property insurance a forded the insured through American Nuclear Insurers. If a representative of the companies discovers a condition which he believes to be unduly dangerous with respect to the nuclear energy hazard, a representative of the companies may request that such condition be corrected without delay. In the event of noncompliance with such request, a representative of the companies may, by notice to the named insured, to any other person or organization considered by the companies to be responsible for the continuation of such dangerous condition, and to the United States Nuclear Regulatory Commission, suspend this insurance with respect to the named insured and such other person or organization effective 12:00 midnight of the next business day of such Commission following the date that such Commission receives such notice. The period of such suspension shall terminate as of the time stated in a written notice from the companies to the named insured and to each such person or organization that such condition has been corrected.

Neither the right to make such inspections and examinations nor the making thereof nor any advice or report resulting therefrom shall constitute an undertaking, on behalf of or for the benefit of the insured or others, to determine or warrant that such facility or operations are safe or healthful, or are in compliance with any law, rule or regulation. In consideration of the issuance or continuation of this policy, the insured agrees that neither the companies nor any persons or organizations making such inspections or examinations on their behalf shall be liable with respect to injury to or destruction of property at the facility, or any consequential loss or expense resulting therefrom, or any loss resulting from interruption of business or manufacture, arising out of the making of or a failure to make any such inspection or examination, or any report thereon, or any such suspension of insurance. but this provision does not limit the contractual obligations of the companies under this policy or any policy affording the insured property insurance through American Nuclear Insurers.

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 The definition of "insured shipment" in Insuring Agreement III, "DEFINITIONS", is replaced by the following:

"insured shipment" means a shipment of source material, special nuclear material, spent fuel, waste, or tailings or wastes produced by the extraction or concentration of uranium or thorium from any pre processed primarily for its source material content, herein called "material", (1) to the facility from any location except an indemnified nuclear facility, but only if the transportation of the material is not by predetermination to be interrupted by removal of the material from a transporting conveyance for any purpose other than the continuation of its transportation, or (2) from the facility to any other location, out only until the material i, removed from a transporting conveyance for any purpose other than the continuation of its transportation.

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

American Nuclear Insurers

Effective Date of January 1, 1981	To form a part of Policy NoNF-161	
12:01 A.M. Standard Time Issued to Niagara Mohawk Power Corporation		
Date of Issue December 22, 1980	For the supecribing companies	
	Maschson	

General Manager

Countersigned by_

Endorsement No 72 NE-51 Page 2 of 2 (1/1/81)