

POWER AUTHORITY OF THE STATE OF NEW YORK

10 COLUMBUS CIRCLE NEW YORK, N. Y. 10019

(212) 397-6200

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June 1, 1981

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& PERFORMANCE

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& CHIEF FINANCIAL  
OFFICER

THOMAS R. FREY  
SENIOR VICE PRESIDENT  
& GENERAL COUNSEL



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

Subject: James A. FitzPatrick Nuclear Power Plant  
Docket No. 50-333  
Agreement No. B-63

Dear Mr. Saltzman:

Enclosed herewith for the completion of the subject docket file are the required eight (8) certified copies of endorsements issued to the insurance policies enumerated below:

Nuclear Energy Liability Association  
Policy No. NF-208

- (a) Endorsement No. 48 - Advance Premium and Standard Premium Calendar Year 1981 Endorsement.
- (b) Endorsement No. 49 - Amendment of Definition of Condition 2 "Inspection; Suspension" and "Insured Shipment".
- (c) Endorsement No. 50 - Changes in Subscribing Companies and in their Proportionate Liability Endorsement; Calendar Year 1981.

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Mr. Jerome Saltzman

June 1, 1981

Mutual Atomic Energy Liability Underwriters  
Policy No. MF-77

- (a) Endorsement No. 41 - Advance Premium Endorsement  
and Standard Premium Endorsement;  
Calendar Year 1981.
- (b) Endorsement No. 42 - Amendment of Condition 2  
"Inspection; Suspension" and  
Definition of "Insured Shipment".
- (c) Endorsement No. 43 - Amendment Advance Premium Endorsement;  
Standard Premium and Reserve Premium  
Endorsement; Return Premium Due.

Very truly yours,

  
F. H. Deeg  
Insurance Manager

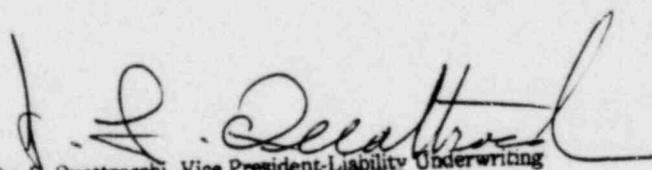
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**Nuclear Energy Liability Insurance**  
**NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION**

ADVANCE PREMIUM AND STANDARD PREMIUM CALENDAR YEAR 1981  
ENDORSEMENT

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:  
\$ 363,962.72
  
2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in 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:  
\$ 274,286.67

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

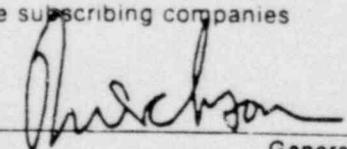
  
John L. Quattrocchi, Vice President-Liability Underwriting  
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1981 To form a part of Policy No NF-208

12:01 A.M. Standard Time

Issued to Power Authority of the State of New York

Date of Issue December 22, 1980

For the subscribing companies  
By   
General Manager

Endorsement No 48

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 afforded 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.

2.) 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 ore 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, but only until the material is removed from a transporting conveyance for any purpose other than the continuation of its transportation.

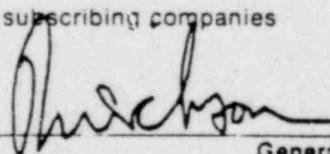
This is to certify that this is a true copy of the original Endorsement having been signed by the insured and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No insurance is afforded hereunder.

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

Effective Date of this Endorsement January 1, 1981 To form a part of Policy No NF-208  
12:01 A.M. Standard Time

Issued to Power Authority of the State of New York

Date of Issue December 22, 1980 For the subscribing companies

By   
General Manager

Endorsement No 49 Countersigned by \_\_\_\_\_

# Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT  
Calendar Year 1981

1. It is agreed that with respect to bodily injury or property damage caused, during the effective period of this endorsement, by the nuclear energy hazard:
  - a. The word "companies" wherever used in the policy means the subscribing companies listed below.
  - b. The policy shall be binding on such companies only.
  - c. Each such company shall be liable for its proportion of any obligation assumed or expense incurred under the policy because of such bodily injury or property damage as designated below.
  
2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the close of December 31, 1981, or to the time of of the termination or cancellation of the policy, if sooner.

SUBSCRIBING COMPANIES	PROPORTION OF 100
Aetna Casualty and Surety Co., The, 151 Farmington Ave., Hartford, CT 06156	9.930569
Aetna Insurance Company, 55 Elm St., Hartford, CT 06115	2.648152
Affiliated FM Insurance Co., Allendale Park, P.O. Box 7500, Johnston, RI 02919	.248264
Allianz Insurance Company, 6435 Wilshire Blvd., Los Angeles, CA 90054	1.324076
Allstate Insurance Co., Allstate Plaza South - 61, Northbrook, IL 60062	4.965284
American Home Assurance Co., 102 Maiden La., New York, NY 10005	.868925
American Motorists Insurance Co., Long Grove, IL 60049	.413774
Bituminous Casualty Corporation, 320-10th St., Rock Island, IL 61201	.413774
Centennial Insurance Co., Atlantic Building, 45 Wall St., New York, NY 10005	.248264
Commercial Union Insurance Co., One Beacon St., Boston, MA 02108	3.310190
Connecticut Indemnity Company, The, 79 Farm Springs Rd., Farmington, CT 06032	.413774
Continental Casualty Co., CNA Plaza, Chicago, IL 60685	4.137717
Continental Insurance Co., The, 80 Maiden La., New York, NY 10038	7.654814
Federal Insurance Co., 51 John F. Kennedy Pkwy., Short Hills, NJ 07078	1.489585
Fireman's Fund Insurance Companies, P.O. Box 1395, San Francisco, CA 94119	5.296303
General Accident Fire and Life Assurance Corp., Ltd., 414 Walnut St., Philadelphia, PA 19105	1.324076
Great American Insurance Co., P.O. Box 2515, Cincinnati, OH 54201	1.324076
Hanover Insurance Co., The, 440 Lincoln St., Worcester, MA 01605	.496528
Hartford Accident and Indemnity Co., Hartford Plaza, Hartford, CT 06115	7.034153
Hartford Steam Boiler Insp. & Ins. Co., The, 56 Prospect St., Hartford, CT 06102	.496528
Highlands Insurance Co., 600 Jefferson St., Houston, TX 77002	.413774
Home Indemnity Co., The, 59 Maiden La., New York, NY 10038	1.641209
Insurance Co. of North America, P.O. Box 7728, Philadelphia, PA 19101	1.655095
Monarch Insurance Co. of Ohio, The, 19 Rector St., New York, NY 10006	.331019
Northern Insurance Company of New York, P.O. Box 1228, Baltimore, MD 21703	1.820604
Northwestern National Ins. Co., 731 No. Jackson St., Milwaukee, WI 53201	.662038
Ohio Casualty Insurance Company, The, 136 North Third St., Hamilton, OH 45025	.165509
Pacific Indemnity Co., 51 John F. Kennedy Parkway, Short Hills, NJ 07078	.331019
Peerless Insurance Co., 62 Maple Ave., Keene, NH 03431	1.24132
Protective Insurance Co., 3100 No. Meridian St., Indianapolis, IN 46208	2.48264
Providence Washington Insurance Co., 20 Washington Place, Providence, RI 02903	1.03443
Reliance Insurance Company, 4 Penn Center Plaza, Philadelphia, PA 19103	.993057
Royal Insurance Company of America, 150 William Street, New York, NY 10038	3.310190
St. Paul Fire & Marine Ins. Co., 385 Washington St., St. Paul, MN 55102	4.687228
Seaboard Surety Co., 90 William St., New York, NY 10038	.413774
State Farm Fire & Casualty Company, 112 East Washington St., Bloomington, IL 61701	.827547
Transamerica Insurance Company, P.O. Box 54256, Los Angeles, CA 90054	.827547
Travelers Indemnity Company, T. J. One Tower Square, Hartford, CT 06115	10.758116
United States Fidelity and Guaranty Co., 100 Light St., Baltimore, MD 21202	10.427097
United States Fire Insurance Co., P.O. Box 2387, Morristown, NJ 07960	2.979171
Zurich Insurance Co., 231 N. Hartingale Rd., Schaumburg, IL 60196	1.241321

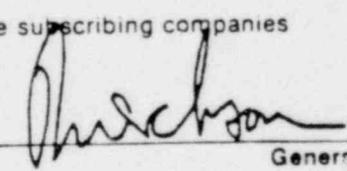
This is to certify that this is a true copy of the original  
 endorsement having the endorsement number and being made part  
 of the Nuclear Energy Liability Policy (Facility Form) as des-  
 igned hereon. No insurance is afforded hereunder.

  
 John W. Guatarchi, Vice President  
 American Nuclear Insurers

Effective Date of this Endorsement January 1, 1981 To form a part of Policy No. NY 208  
 at 12:01 A.M. Standard Time

Issued to Power Authority of the State of New York

Date of Issue March 12, 1981

By   
 General Manager

Endorsement No. 50

Countersigned by **POOR ORIGINAL**

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM ENDORSEMENT  
and  
STANDARD PREMIUM ENDORSEMENT

Calendar Year 1981

1. ADVANCE PREMIUM

It is agreed that the Advance Premium due the companies for the calendar year designated above is \$ 105,666.59.

2. STANDARD PREMIUM AND RESERVE PREMIUM

In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium and Reserve Premium are:

Standard Premium \$ 105,666.59.

Reserve Premium \$ 79,631.61.

Effective Date of this Endorsement January 1, 1981 To form a part of Policy No. MF-77

Issued to Power Authority of the State of New York

Date of Issue January 28, 1981

41  
77  
For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By \_\_\_\_\_

Endorsement No. 41 Countersigned by \_\_\_\_\_ AUTHORIZED REPRESENTATIVE

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDMENT OF CONDITION 2 "INSPECTION; SUSPENSION"  
AND DEFINITION OF "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 afforded the insured through any company who is a member of Mutual Atomic Energy Reinsurance Pool. 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

**POOR ORIGINAL!**

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 any company who is a member of Mutual Atomic Energy Reinsurance Pool.

- 2. 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 ore 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, but only until the material is removed from a transporting conveyance for any purpose other than the continuation of its transportation.

Effective Date of this Endorsement January 1, 1981 To form a part of Policy No. MF-77  
12:01 A.M. Standard Time

Issued to Power Authority of the State of New York

Date of Issue March 20, 1981

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF ENDORSEMENT NO. 42 (POLICY NO. MF-77) TO THE INSURANCE IS ISSUED UNDER THIS TRUE COPY.

For the Subscribing Companies

Mutual Atomic Energy Liability Underwriters

By \_\_\_\_\_

Endorsement No. 42

Countersigned by \_\_\_\_\_

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

- 1. AMENDMENT OF ADVANCE PREMIUM ENDORSEMENT
- 2. STANDARD PREMIUM AND RESERVE PREMIUM ENDORSEMENT
- 3. RETURN PREMIUM DUE

1. Advance Premium

It is agreed that the Amended Advance Premium due the companies for the calendar year 1980 is \$82,005.52.

2. Standard Premium and Reserve Premium

Subject to the provisions of the Industry Credit Rating Plan, it is agreed that the Standard Premium and Reserve Premium for the calendar year designated above are:

Standard Premium	<u>\$82,005.52</u>
Reserve Premium	<u>\$61,649.19</u>

3. Return Premium \$12,145.48

Effective Date of this Endorsement January 1, 1980 To form a part of Policy No. MF-77

Issued to Power Authority of the State of New York

Date of Issue March 30, 1981

*43*  
*27*  
*[Handwritten Signature]*

For the Subscribing Companies  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By \_\_\_\_\_

Endorsement No. 43

Countersigned by \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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