

January 12, 1984

James L. Kelley, Chairman
Administrative Judge
Atomic Safety and Licensing Board Panel
U.S. Nuclear Regulatory Commission
Washington, D. C. 20555

Dr. Paul W. Purdom
Administrative Judge
235 Columbia Drive
Decatur, GA 30030

Dr. Richard F. Foster
Administrative Judge
P.O. Box 4263
Sunriver, Oregon 97702

In the Matter of
DUKE POWER COMPANY, ET AL.
(Catawba Nuclear Station, Units 1 and 2)
Docket Nos. 50-413 and 50-414

Dear Administrative Judges:

I am enclosing for your information a copy of a NRC special nuclear materials license recently issued to Duke Power Company authorizing receipt and storage of new fuel in shipping containers at Unit 1 of the Catawba Nuclear Station. As noted in the covering letter, it is anticipated that such license will be amended shortly to authorize inspection and storage of fuel assemblies in the new fuel vault and the spent fuel pool.

The Staff's consideration of Applicants' request for a special nuclear materials license was referred to in my letter to the Licensing Board of December 9, 1983. While there is a contention in the Catawba operating license proceeding regarding the safe storage of spent fuel from other Duke facilities, this license authorizes only receipt and storage of new fuel for use at Catawba, and does not relate to that contention. As such, no action by the Licensing Board is required with respect to the issuance of this license.

Sincerely,

George E. Johnson
Counsel for NRC Staff

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Enclosure as noted

cc: Service List

QFC	:OELD	:OELD	:	:	:	:	:
NAME	:GJohnson:m1	:JGray	:	:	:	:	:
DATE	:1/12/84	:1/12/84	:	:	:	:	:

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FCUP:BLS
70-2985

Duke Power Company
ATTN: Mr. Hal B. Tucker, Vice President
Nuclear Production
P. O. Box 33189
Charlotte, N. C. 28242

DISTRIBUTION:
NMSS R/F
FCUP R/F
Docket 70-2985

VLTharpe
→ BLSerini
LCobb, IE
Region III
PDR
ACabell, LFMB
DWeiss, LFMB
GBennington, SGMT
WBrown, SGFF
SHO

Gentlemen:

Enclosed is NRC Materials License No. SNM-1920, which authorizes Duke Power Company to receive and store enriched uranium contained in fuel assemblies in shipping containers at the Catawba Nuclear Station - Unit 1. Upon completion of our safety review, we expect to amend the license so as to authorize inspection and storage of fuel assemblies in the new fuel vault and the spent fuel pool.

Also enclosed are five copies of Indemnity Agreement No. B-100 for your review and acceptance. Please return one signed copy.

The Nuclear Regulatory Commission uses an electronic data processing system to record the location, by licensee, of special nuclear material. This system uses a three letter Reporting Identification Symbol to identify licensees who submit material transfer reports and periodic material status reports in accordance with §§ 70.53 and 70.54 of 10 CFR Part 70. For this purpose, we have assigned you the following Reporting Identification Symbol: XND. This symbol is to be used in completing the transfer reports and periodic material status reports and should be used in any other correspondence with the NRC relative to such reports. You should also note the requirements of 70.51(b), (c), and (d) regarding records, material control and accounting procedures, and physical inventories. Your cooperation will be appreciated.

Your application for license requested an exemption from the provisions of 10 CFR 70.24. Such an exemption would relieve you from the requirements of having a criticality alarm system. Because of the inherent features associated with the storage and inspection of unirradiated fuel assemblies, the NRC staff has determined that you have shown good cause for granting the exemption and that granting such an exemption will not endanger public life or property or the common defense and security and is otherwise in the public interest.

Sincerely,

Original
Ration

OSP
JSaltzman
1/3/84
NRR
K. Talbot
1/24/84

R. G. Page, Chief
Uranium Fuel Licensing Branch
Division of Fuel Cycle and
Material Safety

OFFICE	ENCLOSURES:	1. Material License No. SNM-1920	FCUP GHBidinger	FCUP WTCrow	FCUP RGP	ELDR RForner
SURNAME		2. Safety Evaluation Report				
DATE		3. Indemnity Agreement Number B-100	1/3/84	1/3/84	1/3/84	1/3/84

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MATERIALS LICENSE

Pursuant to the Atomic Energy Act of 1954, as amended, the Energy Reorganization Act of 1974 (Public Law 93-438), and Title 10, Code of Federal Regulations, Chapter I, Parts 30, 31, 32, 33, 34, 35, 40 and 70, and in reliance on statements and representations heretofore made by the licensee, a license is hereby issued authorizing the licensee to receive, acquire, possess, and transfer byproduct, source, and special nuclear material designated below; to use such material for the purpose(s) and at the place(s) designated below; to deliver or transfer such material to persons authorized to receive it in accordance with the regulations of the applicable Part(s); and to import such byproduct and source material. This license shall be deemed to contain the conditions specified in Section 183 of the Atomic Energy Act of 1954, as amended, and is subject to all applicable rules, regulations and orders of the Nuclear Regulatory Commission now or hereafter in effect and to any conditions specified below.

Licensee

1. Duke Power Company
North Carolina Municipal Power Agency #1
North Carolina Electric Membership Corp.
Saluda River Electric Cooperative, Inc.
P. O. Box 33189
Charlotte, North Carolina 28242

3. License number SNM-1920

COPY

4. Expiration date January 31, 1989

5. Docket or
Reference No. 70-29856. Byproduct, source, and/or
special nuclear materialUranium enriched in
U-235 isotope7. Chemical and/or physical
formReactor fuel
assemblies8. Maximum amount that licensee
may possess at any one time
under this licenseUranium enriched
to no more than 3.15 w/o
U-235 in 60 shipping
containers

9. Authorized Use:

For receipt and storage only of fuel assemblies in shipping containers in the fuel receiving area as specified in the licensee's application dated November 22, 1983.

10. Authorized Place of Use:

The licensee's Catawba Nuclear Station, Unit 1, located in York County, South Carolina, as described in the aforesaid application.

11. The licensee is hereby exempted from the provisions of 10 CFR Part 70.24 insofar as this exemption applies only to materials held under this license.

12. The "Catawba Nuclear Station - Unit 1 Storage and In Transit Security Plan FOR SNM of Low Strategic Significance" as conditioned in the NRC letter dated December 13, 1983, shall be implemented by the date of fuel receipt and shall remain in effect whenever fresh fuel is stored onsite.

JAN 03 1984

FOR THE NUCLEAR REGULATORY COMMISSION

By: _____

Division of Fuel Cycle and
Material Safety
Washington, DC 20555

COPY

Date: _____

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

Docket No. 70-2985

Indemnity Agreement No. B-100

This Indemnity Agreement No. B- 100 is entered into by and between

Duke Power Company
North Carolina Municipal Power Agency
Number 1
(hereinafter referred to as the "licensee") and the United States Nuclear
Regulatory Commission (hereinafter referred to as the "Commission") pursuant
to subsection 170c of the Atomic Energy Act of 1954, as amended (herein-
after referred to as "the Act").

ARTICLE I

As used in this agreement:

1. "Nuclear reactor," "byproduct material," "person," "source material," and "special nuclear material" shall have the meanings given them in the Atomic Energy Act of 1954, as amended, and the regulations issued by the Commission.
2. Except where otherwise specifically provided, "amount of financial protection" means the amount specified in Item 2a and b, of the Attachment annexed hereto, as modified by paragraph 8, Article II, with respect to common occurrences.
- 3.(a) "Nuclear incident" means any occurrence, including an extraordinary nuclear occurrence, or series of occurrences at the location or in the course of transportation causing bodily injury, sickness, disease, or death, or loss of or damage to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of the radioactive material.

(b) Any occurrence, including an extraordinary nuclear occurrence, or series of occurrences causing bodily injury, sickness, disease, or death, or loss of or damage to property, or loss of use of property,

arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of

i. The radioactive material discharged or dispersed from the location over a period of days, weeks, months or longer, and also arising out of such properties of other material defined as "the radioactive material" in any other agreement or agreements entered into by the Commission under subsection 170c or k of the Act and so discharged or dispersed from "the location" as defined in any such other agreement, or

ii. The radioactive material in the course of transportation and also arising out of such properties of other material defined in any other agreement entered into by the Commission pursuant to subsection 170c or k of the Act as "the radioactive material" and which is in the course of transportation

shall be deemed to be a common occurrence. A common occurrence shall be deemed to constitute a single nuclear incident.

4. "Extraordinary nuclear occurrence" means an event which the Commission has determined to be an extraordinary nuclear occurrence as defined in the Atomic Energy Act of 1954, as amended.

5. "In the course of transportation" means in the course of transportation within the United States, or in the course of transportation outside the United States and any other nation, including handling or temporary storage incidental thereto, of the radioactive material to the location or from the location provided that:

(a) With respect to transportation of the radioactive material to the location, such transportation is not by predetermination to be interrupted by the removal of the material from the transporting conveyance for any purpose other than the continuation of such transportation to the location or temporary storage incidental thereto;

(b) The transportation of the radioactive material from the location shall be deemed to end when the radioactive material is removed from the transporting conveyance for any purpose other than the continuance of transportation or temporary storage incidental thereto;

(c) "In the course of transportation" as used in this agreement shall not include transportation of the radioactive material to the

location if the material is also "in the course of transportation" from any other "location" as defined in any other agreement entered into by the Commission pursuant to subsection 170c or k of the Act.

6. "Person indemnified" means the licensee and any other person who may be liable for public liability.

7. "Public liability" means any legal liability arising out of or resulting from a nuclear incident, 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.

8. "The location" means the location described in Item 4 of the Attachment hereto.

9. "The radioactive material" means source, special nuclear, and byproduct material which (1) is used or to be used in, or is irradiated or to be irradiated by, the nuclear reactor or reactors subject to the license or licenses designated in the Attachment hereto, or (2) which is produced as the result of operation of said reactor(s).

10. "United States" when used in a geographical sense includes all Territories and possessions of the United States, the Canal Zone and Puerto Rico.

ARTICLE II

1. At all times during the term of the license or licenses designated in Item 3 of the Attachment hereto, the licensee will maintain financial protection in the amount specified in Item 2 of the Attachment and in the form of the nuclear energy liability insurance policy

designated in the Attachment. If more than one license is designated in Item 3 of the Attachment, the licensee agrees to maintain such financial protection until the end of the term of that license which will be the last to expire. The licensee shall, notwithstanding the expiration, termination, modification, amendment, suspension or revocation of any license or licenses designated in Item 3 of the Attachment, maintain such financial protection in effect until all the radioactive material has been removed from the location and transportation of the radioactive material from the location has ended as defined in subparagraph 5(b), Article I, or until the Commission authorizes the termination or the modification of such financial protection. The Commission will not unreasonably withhold such authorization.

2. In the event of any payment by the insurer or insurers under a policy or policies specified in Item 5 of the Attachment hereto which reduces the aggregate limit of such policy or policies below the amount of financial protection, the licensee will promptly apply to his insurers for reinstatement of the amount specified in Item 2a of the Attachment (without reference to paragraph b of Item 2) and will make all reasonable efforts to obtain such reinstatement. In the event that the licensee has not obtained reinstatement of such amount within ninety days after the date of such reduction, and in the absence of good cause shown to the contrary, the Commission may issue an order requiring the licensee to furnish financial protection for such amount in another form.

3. Any obligations of the licensee under subsection 53a(8) of the Act to indemnify the United States and the Commission from public liability, together with any public liability satisfied by the insurers under the policy or policies designated in the Attachment hereto, shall not in the aggregate exceed the amount of financial protection with respect to any nuclear incident, including the reasonable costs of investigating and settling claims and defending suits for damage.

4. With respect to any extraordinary nuclear occurrence to which this agreement applies, the Commission, and the licensee on behalf of itself and other persons indemnified, insofar as their interests appear, each agree to waive

(a) any issue or defense as to the conduct of the claimant or fault of persons indemnified, including, but not limited to

- (1) negligence;
- (2) contributory negligence;
- (3) assumption of the risk;
- (4) unforeseeable intervening causes, whether involving the conduct of a third person or an act of God.

As used herein, "conduct of the claimant" includes conduct of persons through whom the claimant derives his cause of action;

(b) any issue or defense as to charitable or governmental immunity;

(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, but in no event more than 20 years after the date of the nuclear incident.

The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waivers shall be judicially enforceable in accordance with their terms by the claimant against the person indemnified.

5. The waivers set forth in paragraph 4 of this Article:

(a) shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;

(b) shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;

(c) shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law: Provided, however, That with respect to an extraordinary nuclear occurrence occurring at the facility, a claimant who is employed at the facility in connection

with the construction of a nuclear reactor with respect to which no operating license has been issued by the Atomic Energy Commission shall not be considered as employed in connection with the activity where the extraordinary nuclear occurrence takes place if:

(1) the claimant is employed exclusively in connection with the construction of a nuclear reactor, including all related equipment and installations at the facility, and

(2) no operating license has been issued by the NRC with respect to the nuclear reactor, and

(3) the claimant is not employed in connection with the possession, storage, use or transfer of nuclear material at the facility.

(d) shall not apply to any claim for punitive or exemplary damages, provided, with respect to any claim for wrongful death under any State law which provides for damages only punitive in nature, this exclusion does not apply to the extent that the claimant has sustained actual damages, measured by the pecuniary injuries resulting from such death but not to exceed the maximum amount otherwise recoverable under such law;

(e) shall be effective only with respect to those obligations set forth in this agreement;

(f) shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (1) the limit of liability provisions under subsection 170e of the Atomic Energy Act of 1954, as amended, and (2) the terms of this agreement and the terms of the nuclear energy liability insurance policy or policies designated in the attachment hereto.

6. The obligations of the licensee under this agreement shall apply only with respect to nuclear incidents occurring during the term of this agreement.

7. Upon the expiration or revocation of any license designated in Item 3 of the Attachment, the Commission will enter into an appropriate amendment of this agreement with the licensee reducing the amount of financial protection required under this Article; provided, that the licensee is then entitled to a reduction in the amount of financial protection under applicable Commission regulations and orders.

8. With respect to any common occurrence:

(a) If the sum of the limit of liability of any Nuclear Energy Liability Property Insurance Association policy designated in Item 5 of the Attachment and the limits of liability of all other nuclear energy liability insurance policies (facility form) applicable to such common occurrence and issued by Nuclear Energy Liability Property Insurance Association exceeds \$124,000,000, the amount of financial protection specified in Item 2a and b of the Attachment shall be deemed to be reduced by that proportion of the difference between said sum and \$124,000,000 as the limit of liability of the Nuclear Energy Liability Property Insurance Association policy designated in Item 5 of the Attachment bears to the sum of the limits of liability of all nuclear energy liability insurance policies (facility form) applicable to such common occurrence and issued by Nuclear Energy Liability Property Insurance Association.

(b) If the sum of the limit of liability of any Mutual Atomic Energy Liability Underwriters policy designated in Item 5 of the Attachment and the limits of liability of all other nuclear energy liability insurance policies (facility form) applicable to such common occurrence and issued by Mutual Atomic Energy Liability Underwriters exceeds \$36,000,000, the amount of financial protection specified in Item 2a and b of the Attachment shall be deemed to be reduced by that proportion of the difference between said sum and \$36,000,000 as the limit of liability of the Mutual Atomic Energy Liability Underwriters policy designated in Item 5 of the Attachment bears to the sum of the limits of liability of all nuclear energy liability insurance policies (facility form) applicable to such common occurrence and issued by Mutual Atomic Energy Liability Underwriters;

(c) If any of the other applicable agreements is with a person who has furnished financial protection in a form other than a nuclear energy liability insurance policy (facility form) issued by Nuclear Energy Liability Property Insurance Association or Mutual Atomic Energy Liability Underwriters, and if also the sum of the amount of financial protection established under this agreement and the amounts of financial protection established under all other applicable agreements exceeds an amount equal to the sum of \$160,000,000 and the amount available as secondary financial protection, the obligations of the licensee shall not exceed a greater proportion of an amount equal to the sum of \$160,000,000 and the amount available as secondary financial protection than the amount of financial protection established under this agreement bears to the sum of such amount and the amounts of financial protection established under all other applicable agreements.

(d). As used in this paragraph 8, Article II, and in Article III, "other applicable agreements" means each other agreement entered into by the Commission pursuant to subsection 170c of the Act in which agreement the nuclear incident is defined as a "common occurrence." As used in this paragraph 8, Article II, "the obligations of the licensee" means the obligations of the licensee under subsection 53e(8) of the Act to indemnify the United States and the Commission from public liability, together with any public liability satisfied by the insurers under the policy or policies designated in the Attachment, and the reasonable costs of investigating and settling claims and defending suits for damage.

9. The obligations of the licensee under this Article shall not be affected by any failure or default on the part of the Commission or the Government of the United States to fulfill any or all of its obligations under this agreement. Bankruptcy or insolvency of any person indemnified other than the licensee, or the estate of any person indemnified other than the licensee, shall not relieve the licensee of any of his obligations hereunder.

ARTICLE III

1. The Commission undertakes and agrees to indemnify and hold harmless the licensee and other persons indemnified, as their interest may appear, from public liability.

2. With respect to damage caused by a nuclear incident to property of any person legally liable for the nuclear incident, the Commission agrees to pay to such person those sums which such person would have been obligated to pay if such property had belonged to another; provided, that the obligation of the Commission under this paragraph 2 does not apply with respect to:

(a) Property which is located at the location described in Item 4 of the Attachment or at the location described in Item 3 of the declarations attached to any nuclear energy liability insurance policy designated in Item 5 of the Attachment;

(b) Property damage due to the neglect of the person indemnified to use all reasonable means to save and preserve the property after knowledge of a nuclear incident;

(c) If the nuclear incident occurs in the course of transportation of the radioactive material, the transporting vehicles and containers used in such transportation;

(d) The radioactive material.

3. The Commission agrees to indemnify and hold harmless the licensee and other persons indemnified as their interest may appear, from the reasonable costs of investigating, settling and defending claims for public liability.

4.(a) The obligations of the Commission under this agreement shall apply only with respect to such public liability, such damage to property of persons legally liable for the nuclear incident (other than such property described in the proviso to paragraph 2 of this Article), and such reasonable costs described in paragraph 3 of this Article as in the aggregate exceed the amount of financial protection.

(b) With respect to a common occurrence, the obligations of the Commission under this agreement shall apply only with respect to such public liability, such damage to property of persons legally liable for the nuclear incident (other than such property described in the proviso to paragraph 2 of this Article), and to such reasonable costs described in paragraph 3 of this Article, as in the aggregate exceed whichever the following is lower: (1) The sum of the amounts of financial protection established under this agreement and all other applicable agreements; or (2) an amount equal to the sum of \$160,000,000 and the amount available as secondary financial protection.

5. The obligations of the Commission under this agreement shall apply only with respect to nuclear incidents occurring during the term of this agreement.

6. The obligations of the Commission under this and all other agreements and contracts to which the Commission is a party shall not, with respect to any nuclear incident, in the aggregate exceed whichever of the following is the lowest: (a) \$500,000,000; (b) \$560,000,000 less the amount of financial protection required under this agreement; or (c) with respect to a common occurrence, \$560,000,000 less the sum of the amount of financial protection established under this agreement and all other applicable agreements.

7. The obligations of the Commission under this agreement, except to the licensee for damage to property of the licensee, shall not be affected by any failure on the part of the licensee to fulfill its obligations under this agreement. Bankruptcy or insolvency of the licensee or any other person indemnified or of the estate of the licensee or any other person indemnified shall not relieve the Commission of any of its obligations hereunder.

ARTICLE IV

1. When the Commission determines that the United States will probably be required to make indemnity payments under the provisions of this agreement, the Commission shall have the right to collaborate with the licensee and other persons indemnified in the settlement and defense of any claim and shall have the right (a) to require the prior approval of the Commission for the settlement or payment of any claim or action asserted against the licensee or other person indemnified for public liability or damage to property of persons legally liable for the nuclear incident which claim or action the licensee or the Commission may be required to indemnify under this agreement; and (b) to appear through the Attorney General of the United States on behalf of the licensee or other person indemnified, take charge of such action and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by the Commission, the licensee shall furnish all reasonable assistance in effecting a settlement or asserting a defense.

2. Neither this agreement nor any interest therein nor claim thereunder may be assigned or transferred without the approval of the Commission.

ARTICLE V

The parties agree that they will enter into appropriate amendments of this agreement to the extent that such amendments are required pursuant to the Atomic Energy Act of 1954, as amended, or licenses, regulations or orders of the Commission.

ARTICLE VI

The licensee agrees to pay to the Commission such fees as are established by the Commission pursuant to regulations or orders of the Commission.

ARTICLE VII

The term of this agreement shall commence as of the date and time specified in Item 6 of the Attachment and shall terminate at the time of expiration of that license specified in Item 3 of the Attachment, which is the last to expire; provided that, except as may otherwise be provided in applicable regulations or orders of the Commission, the term of this agreement shall not terminate until all the radioactive material has been removed from the location and transportation of the radioactive material from the location has ended as defined in subparagraph 5(b), Article I. Termination of the term of this agreement shall not affect any obligation of the licensee or any obligation of the Commission under this agreement with respect to any nuclear incident occurring during the term of this agreement.

ARTICLE VIII

1. If the licensee fails to pay assessed deferred premiums, the Commission reserves the right to pay those premiums on behalf of the licensee and to recover the amount of such premiums from the licensee.
2. The Commission shall require the immediate submission of financial statements by those licensees who indicate, after an assessment of the retrospective premium by the insurance pools, that they will not pay the assessment. Such financial statements shall include, as a minimum, exhibits indicating internally generated funds from operations and accumulated retained earnings. Subsequent submission of financial statements by such licensees may be requested by the Commission, as required.
3. If premiums are paid by the Commission as provided in paragraph 1, payment by the Commission shall create a lien in the amount paid in favor of the United States upon all property and rights to property, whether real or personal, belonging to such licensee. The lien shall arise at the time payment is made by the Commission and shall continue until the liability for the amount (or a judgment against the licensee arising out of such liability) is satisfied or becomes unenforceable. The Commission will issue a certificate of release of any such lien if it finds that the liability for the amount has been fully satisfied or has become legally unenforceable.
4. If the Commission determines that the licensee is financially able to reimburse the Commission for a deferred premium payment made in its behalf, and the licensee, after notice of such determination by the Commission fails to make such reimbursement within 120 days, the Commission will take appropriate steps to suspend the license for 30 days. The Commission may take any further action as necessary if reimbursement is not made within the 30-day suspension period including, but not limited to, termination of the operating license.

Docket 70-2985

UNITED STATES NUCLEAR REGULATORY COMMISSION

ATTACHMENT

Indemnity Agreement No. B-100

Item 1 - Licensees: Duke Power Company
North Carolina Municipal Power Agency Number 1
North Carolina Electric Membership Corporation
Saluda River Electric Cooperative, Inc.

Address: 422 South Church Street
Charlotte, North Carolina 28201

Item 2 - Amount of financial protection

a. \$1,000,000

b. With respect to any nuclear incident, the amount specified in Item 2a of this Attachment shall be deemed to be (i) reduced to the extent that any payment made by the insurer or insurers under a policy or policies specified in Item 5 of this Attachment reduces the aggregate amount of such insurance policies below the amount specified in Item 2a and (ii) restored to the extent that, following such reduction, the aggregate amount of such insurance policies is reinstated.

Item 3 - License number or numbers

SNM-1920

Item 4 - Location

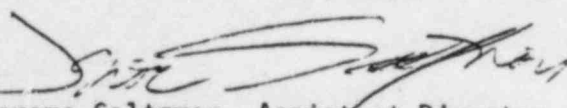
All of the premises including the land and all buildings and structures of Duke Power Company's Catawba Nuclear Station shown as being within the boundaries outlined on a reproduced copy of Figure 2.1.1-3 (Site Area Map) of the Duke Power Company's Catawba Nuclear Power Station Final Safety Analysis Report, a copy of which is attached hereto and made a part hereof. The Catawba Nuclear Power Station is located in the northeastern portion of York County, South Carolina on a peninsula bounded by Beaver Dam Creek to the north, Big Allison Creek to the south, the main body of Lake Wylie to the east and private property to the west. The city limit of Rock Hill (South Carolina) is located approximately 5.8 miles south-southwest of the site and the Charlotte (North Carolina) city limit is located approximately 10.5 miles east-northeast of the Catawba site.

Item 5 - Insurance policy No.(s)

Nuclear Energy Liability Policy (Facility Form) No. NF-281 issued by the Nuclear Energy Liability Property Insurance Association.

Item 6 - The indemnity agreement designated above, of which this Attachment is a part is effective as of 12:01 a.m. on the 3rd day of *January* 1984.

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION


Jerome Saltzman, Assistant Director
State and Licensee Relations
Office of State Programs

FOR DUKE POWER COMPANY

BY _____

FOR NORTH CAROLINA MUNICIPAL
POWER AGENCY NUMBER 1

BY _____

FOR NORTH CAROLINA ELECTRIC
MEMBERSHIP CORPORATION

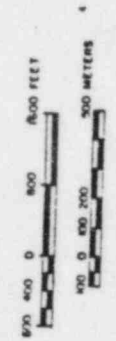
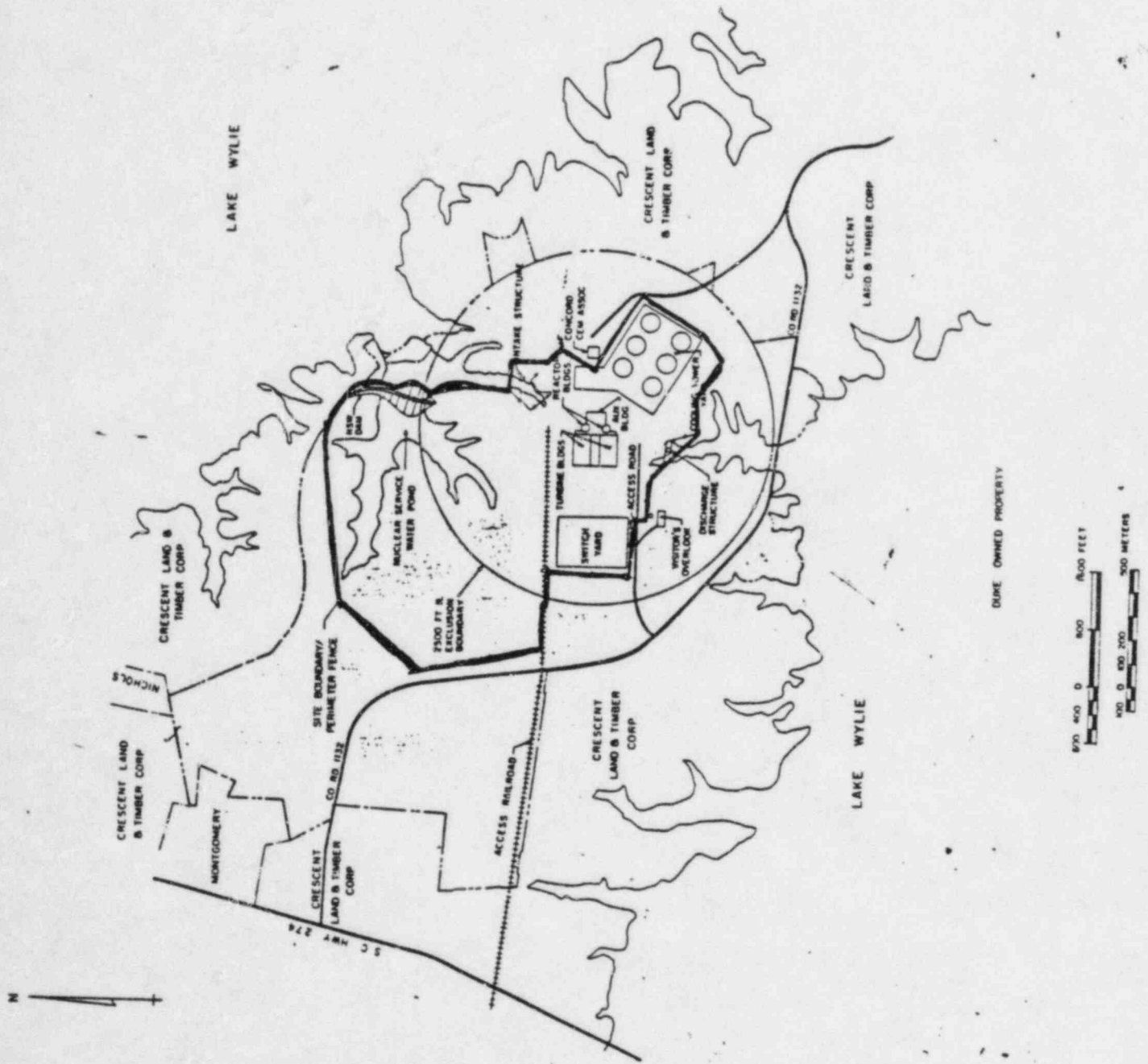
BY _____

FOR SALUDA RIVER ELECTRIC
COOPERATIVE, INC.

BY _____

Dated at Bethesda, Maryland
the 3rd day of *January* 1984.

JAN 6 1984



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