

Ken Langdon  
Vice President-Nine Mile Point

P.O. Box 63  
Lycoming, New York 13093  
315.349.5200  
315.349.1321 Fax

# CENG<sup>SM</sup>

a joint venture of



NINE MILE POINT  
NUCLEAR STATION

January 12, 2012

U.S. Nuclear Regulatory Commission  
Washington, DC 20555-0001

**ATTENTION:** Document Control Desk

**SUBJECT:** Nine Mile Point Nuclear Station  
Unit Nos. 1 and 2; Docket Nos. 50-220 and 50-410

License Amendment Requests Pursuant to 10 CFR 50.90: Revisions to the Technical Specifications Design Features Sections to Reflect the Transfer of a Portion of the Nine Mile Point Nuclear Station Site Real Property – Response to NRC Request for Additional Information (TAC Nos. ME6783 and ME6784)

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- REFERENCES:**
- (a) Letter from S. Belcher (NMPNS) to Document Control Desk (NRC), dated July 20, 2011, License Amendment Requests Pursuant to 10 CFR 50.90: Revisions to the Technical Specifications Design Features Sections to Reflect the Transfer of a Portion of the Nine Mile Point Nuclear Station Site Real Property
  - (b) Letter from K. Langdon (NMPNS) to Document Control Desk (NRC), dated November 3, 2011, License Amendment Requests Pursuant to 10 CFR 50.90: Revisions to the Technical Specifications Design Features Sections to Reflect the Transfer of a Portion of the Nine Mile Point Nuclear Station Site Real Property – Supplemental Information
  - (c) Letter from R. V. Guzman (NRC) to K. Langdon (NMPNS), dated December 13, 2011, Request for Additional Information Regarding Nine Mile Point Nuclear Station, Unit Nos. 1 and 2 – Re: Revision to Technical Specifications Design Features Sections to Reflect the Transfer of Portion of Site Real Property (TAC Nos. ME6783 and ME6784)

Nine Mile Point Nuclear Station, LLC (NMPNS) hereby transmits supplemental information requested by the NRC in support of a previously submitted request for amendments to Nine Mile Point Unit 1 (NMP1)

ADD  
NRC

Document Control Desk

January 12, 2012

Page 2

Renewed Operating License DPR-63 and Nine Mile Point Unit 2 (NMP2) Renewed Operating License NPF-69. The initial request, dated July 20, 2011 (Reference a), as supplemented by letter dated November 3, 2011 (Reference b), proposed to revise the site descriptions contained in the Design Features sections of the NMP1 and NMP2 Technical Specifications to reflect the transfer of a portion of the NMPNS site real property located outside the NMPNS Protected Area, but within the current NMPNS Owner Controlled Area, as well as specified easements over the remainder of the NMPNS site, to Nine Mile Point 3 Nuclear Project, LLC (NMP3), a subsidiary of UniStar Nuclear Energy, LLC. The supplemental information, provided in Attachment 1 to this letter, responds to the request for additional information (RAI) documented in the NRC's letter dated December 13, 2011 (Reference c). Attachments 2 and 3 provide copies of documents requested by Reference (c). A list of regulatory commitments contained in this submittal is provided in Attachment 4.

This supplemental information does not affect the No Significant Hazards Determination analysis provided by NMPNS in Reference (a). Pursuant to 10 CFR 50.91(b)(1), NMPNS has provided a copy of this supplemental information to the appropriate state representative.

Should you have any questions regarding the information in this submittal, please contact John J. Dosa, Director Licensing, at (315) 349-5219.

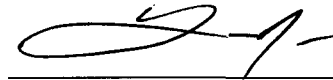
Very truly yours,

A handwritten signature in black ink, appearing to be "John J. Dosa", written in a cursive style.

**STATE OF NEW YORK**       :  
  :  
  :  
**COUNTY OF OSWEGO**       :

**TO WIT:**

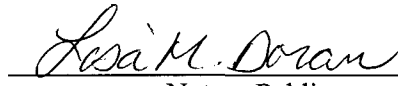
I, Ken Langdon, being duly sworn, state that I am Vice President-Nine Mile Point, and that I am duly authorized to execute and file this supplemental information on behalf of Nine Mile Point Nuclear Station, LLC. To the best of my knowledge and belief, the statements contained in this document are true and correct. To the extent that these statements are not based on my personal knowledge, they are based upon information provided by other Nine Mile Point employees and/or consultants. Such information has been reviewed in accordance with company practice and I believe it to be reliable.



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Subscribed and sworn before me, a Notary Public in and for the State of New York and County of Oswego, this 12 day of January, 2012.

WITNESS my Hand and Notarial Seal:



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Notary Public

My Commission Expires:

9/12/2013  
Date

**Lisa M. Doran**  
**Notary Public in the State of New York**  
**Oswego County Reg. No. 01DO6029220**  
**My Commission Expires 9/12/2013**

KL/DEV

- Attachments:
1. Response to NRC Request for Additional Information Regarding the Proposed License Amendments to Reflect the Transfer of a Portion of the NMPNS Site Real Property
  2. Joint Property Use Agreement between Niagara Mohawk Power Corporation and Power Authority of the State of New York, November 25, 1970
  3. Consent to Assignment, September 25, 2001
  4. List of Regulatory Commitments

cc:       Regional Administrator, Region I, NRC  
          Project Manager, NRC  
          Resident Inspector, NRC  
          A. L. Peterson, NYSERDA

**ATTACHMENT 1**

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**RESPONSE TO NRC REQUEST FOR ADDITIONAL INFORMATION  
REGARDING THE PROPOSED LICENSE AMENDMENTS  
TO REFLECT THE TRANSFER OF A PORTION OF THE  
NMPNS SITE REAL PROPERTY**

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## ATTACHMENT 1

### RESPONSE TO NRC REQUEST FOR ADDITIONAL INFORMATION REGARDING THE PROPOSED LICENSE AMENDMENTS TO REFLECT THE TRANSFER OF A PORTION OF THE NMPNS SITE REAL PROPERTY

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By letter dated July 20, 2011, as supplemented by letter dated November 3, 2011, Nine Mile Point Nuclear Station, LLC (NMPNS) requested amendments to Nine Mile Point Unit 1 (NMP1) Renewed Operating License DPR-63 and Nine Mile Point Unit 2 (NMP2) Renewed Operating License NPF-69. The proposed amendments would revise the site descriptions contained in the Design Features sections of the NMP1 and NMP2 Technical Specifications to reflect the transfer of a portion of the NMPNS site real property located outside the NMPNS Protected Area, but within the current NMPNS Owner Controlled Area, as well as specified easements over the remainder of the NMPNS site, to Nine Mile Point 3 Nuclear Project, LLC (NMP3), a subsidiary of UniStar Nuclear Energy, LLC. This attachment provides supplemental information in response to the request for additional information documented in the NRC's letter dated December 13, 2011. Each individual NRC question is repeated (in italics), followed by the NMPNS response.

#### **RAI-1**

*Has the agreement referenced in the NUREG [NUREG-1047] and USAR [Section 2.1.2.1] been updated to reflect the current ownerships of NMPNS and the James A. FitzPatrick Nuclear Power Plant?*

#### **Response RAI-1**

Yes, the 1970 agreement (Attachment 2) and several other relevant documents have been updated to reflect the current ownership of the three adjacent nuclear units. The most relevant document is a December 23, 1968 Letter Agreement, which governs Exclusion Area reciprocity. This 1968 document is referenced in the November 25, 1970 Joint Property Use Agreement. Niagara Mohawk ("NiMo"), the previous principal licensee for NMP1 and NMP2, assigned its rights under the December 23, 1968 Letter Agreement and the November 25, 1970 Joint Property Use Agreement, and NMPNS assumed the obligations of NiMo under those agreements by an Assignment and Assumption Agreement dated November 7, 2001. Entergy consented to those assignments in a Consent to Assignment dated September 25, 2001 (Attachment 3).

#### **RAI-2**

*Has the proposed transfer of real property been reviewed by the James A. FitzPatrick Nuclear Power Plant as provided in NUREG-1047?*

#### **Response RAI-2**

Yes, the proposed transfer has been reviewed by Entergy. Entergy is aware of and has agreed in principle to the proposed relocation of the affected easements, subject to finalization of terms and conditions.

ATTACHMENT 1

**RESPONSE TO NRC REQUEST FOR ADDITIONAL INFORMATION REGARDING  
THE PROPOSED LICENSE AMENDMENTS TO REFLECT THE TRANSFER  
OF A PORTION OF THE NMPNS SITE REAL PROPERTY**

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**RAI-3**

*Will the USAR be updated to reflect this transfer of real property to NMP3, a subsidiary of UniStar Nuclear Energy, LLC?*

**Response RAI-3**

Yes. The NMP1 Updated Final Safety Analysis Report (UFSAR) and the NMP2 Updated Safety Analysis Report (USAR) will be updated to reflect the transfer of real property to NMP3 in accordance with the requirements of 10 CFR 50.71(e).

**RAI-4**

*Will the formal agreement between NMPNS and NYPA be updated to reflect this transfer of real property to NMP3, a subsidiary of UniStar Nuclear Energy, LLC?*

**Response RAI-4**

Yes. An updated or new formal agreement between NMPNS and Entergy will be drafted and executed concurrent with completion of the land transfer.

**RAI-5**

*Please provide a copy of the current agreement between NMPNS and NYPA.*

**Response RAI-5**

See Attachments 2 and 3.

**ATTACHMENT 2**

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**JOINT PROPERTY USE AGREEMENT BETWEEN  
NIAGARA MOHAWK POWER CORPORATION AND  
POWER AUTHORITY OF THE STATE OF NEW YORK**

**NOVEMBER 25, 1970**

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JOINT PROPERTY USE AGREEMENT

between

NIAGARA MOHAWK POWER CORPORATION

and

POWER AUTHORITY OF THE STATE OF NEW YORK

Dated: Nov. 25, 1970



THIS AGREEMENT, made this 25<sup>th</sup> day of November, 1970,

by and between NIAGARA MOHAWK POWER CORPORATION, a corporation organized and existing under the laws of the State of New York, having its principal office and place of business at 300 Erie Boulevard West in the City of Syracuse, County of Onondaga and State of New York (hereinafter referred to as "Power Company"); and

POWER AUTHORITY OF THE STATE OF NEW YORK, created pursuant to Chapter 772 of New York Laws of 1931 and existing under Title I of Article V of the Public Authorities Law, having its office and principal place of business at 10 Columbus Circle in the City of New York and State of New York (hereinafter referred to as "Authority

W I T N E S S E T H:

WHEREAS, Authority is in the process of constructing its James A. FitzPatrick Nuclear Power Plant at a site adjacent to and easterly of the site of Power Company's Nine Mile Point Nuclear Station (hereinafter sometimes referred to as "Nine Mile Point") in the Town of Scriba, County of Oswego, State of New York; and

WHEREAS, because of the proximity of said sites and the economies which will result from the joint use of certain Power Company facilities (to be hereinafter enumerated) now exclusively serving the Power Company's Nine Mile Point Nuclear Station, it has been deemed mutually advantageous to agree to the joint use by the Authority of certain Power Company facilities to be used in connection with the construction and future operation and maintenance

of the Authority's FitzPatrick Plant; and

WHEREAS, the parties by letter agreement dated December 23, 1968, mutually agreed upon the exchange of certain rights in and to the properties and facilities of the other and the basis of payment to be made therefor; and

WHEREAS, Authority has requested the Power Company to convey to it certain such permanent rights and easements vesting in Authority the right of joint and equal use by Authority of appropriate facilities and land of Power Company; and

WHEREAS, it is to the advantage of both parties that Power Company shall grant said permanent rights and easements in and to the above described lands and facilities and that the same shall be maintained in the manner hereinafter provided.

NOW, THEREFORE, Power Company and Authority hereby agree as follows:

1. The Power Company (to the extent that it may lawfully grant same) shall grant to Authority permanent rights and easements sufficient to vest in Authority the permanent right to use jointly with Power Company the following facilities and lands (hereinafter sometimes referred to as "joint facilities") owned by the Power Company as shown and described on Exhibit "A" entitled "Joint Property Use Map of Nine Mile Point Waterline, Town of Scriba, County of Oswego, New York - Niagara Mohawk Power Corp. - Power Authority of the State of New York" and on Exhibit "B" entitled "Niagara Mohawk Power Corp. - Power Authority of the State of N.Y., Joint Property Use Map of Nine Mile Point R.R. Spur Track & Access

Rd., Town of Scriba, Oswego County, N.Y." attached hereto and made a part hereof.

(a.) Power Company's Nine Mile Point Water Line extending along the public highway generally from the intersection of Lake Road and North Road to and across Power Company's site to its intersection with the pipeline facility of Authority.

(b.) Power Company's privately owned railroad spur track to its interconnection with Authority's spur track.

(c.) the portion of the access road extending from former Lake Road north to its intersection with Authority access road.

The terms and conditions of the "Operating Agreement" between Power Company and Authority dated the 9th day of March, 1970 and other possible future agreements between the parties hereto unless specifically so stated shall not be applicable to services performed pursuant to the terms and conditions of this agreement in connection with the construction, repair and maintenance of the joint facilities described herein.

2. (A) For such rights and easements Authority has paid to Power Company and Power Company acknowledges receipt of the following moneys representing one-half of Power Company's construct: costs for the respective joint facilities as described in Paragraph 1 above:

(a) \$113,553.88 -- Power Company's Nine Mile  
Point water line

(b) \$83,650.60 -- Power Company's privately-owned railroad spur track.

(c) \$7,423.67 -- the portion of access road extending from former Lake Road to its intersection with Authority access road.

(B) Authority also has paid and Power Company acknowledges receipt of \$10,829.60 representing one-half of Power Company's construction costs of reconstructing a portion of former County Highway Route #29 (Lake Road) as it extends from the westerly boundary of Power Company property to its intersection (near an easterly boundary of Authority property) with the northerly extension of the westerly line of present County Highway Route #29.

3. In the event any right, title or interest is obtained by any third parties in any of the facilities described in Paragraph 1 above or in any land upon which the same are located payments received therefor shall be shared equally by the parties hereto. Authority acknowledges it is familiar with the terms and conditions of an agreement between the Power Company and the Town of Scriba dated October 8, 1964, to purchase said Nine Mile Point water line and agrees to the terms and conditions thereof and to accept its proportionate share of the purchase price described therein pursuant to this Paragraph 3.

4. Power Company following the grant or grants of rights and easements as to specific land and facilities shall continue to maintain and repair the joint facilities described in Paragraph 1 hereof and to pay all taxes and other costs in connection therewith

and Authority will reimburse Power Company for said costs in an amount equal to fifty percentum (50%) thereof upon an annual basis within thirty days following receipt by the Authority of a bill and request for payment from the Power Company subject to an audit by Authority before or after payment.

Power Company shall continue to maintain and repair the portion of former County Highway Route #29 (Lake Road) as it is described in Paragraph 2(B) hereof and the foregoing provisions of this Paragraph 4 with respect to payment for maintenance and repair only shall also be applicable to such portion of former County Highway Route #29 (Lake Road).

In the event that at any time Power Company does not maintain any of the facilities described in Paragraph 1 hereof and such portion of former County Highway Route #29 (Lake Road) in satisfactory condition, Authority, no less than ten (10) days after written notice to Power Company of its intentions, may furnish such materials, installations and equipment and perform such work as may be necessary to maintain such facilities in satisfactory operating condition and Power Company will reimburse Authority for fifty percentum (50%) of the costs and expenses incurred by Authority in doing so upon an annual basis within thirty (30) days following receipt by Power Company of a bill and request for payment from the Authority subject to an audit by Power Company before or after payment.

Nothing contained in this Paragraph 4 shall relieve either party from the duty properly to inspect, maintain, and repair the joint facilities described herein.

5. If either of the parties hereto is the sole cause of property damage to the other party or property damage or personal injuries (including personal injuries resulting in death) to third parties other than employees of either party which are connected with or arise from the exercise of ownership of the joint rights described herein, it shall indemnify, defend and save harmless the other party hereto from all loss, damages or injuries sustained.

All claims for damages for death of or injury to persons other than employees of the parties hereto or for damage to property not owned by a party hereto caused by the concurrent negligence or default of the parties hereto or the cause of which death, injury or damage cannot be traced to the sole negligence of any party hereto, shall be dealt with by the parties jointly provided, however, that in any case where the claimant is willing to settle such claim upon terms acceptable to one of the parties but not to both, the party to which the terms are acceptable may, at its election, pay or tender to the other party without any right to reimbursement or reduction therefrom, one-half (1/2) of the amount of such proposed settlement; thenceforth, the party to which such payment or tender is made shall be bound to protect, defend and save harmless the party making such payment or tender from all further costs, expenses and for damages on account of or resulting from such claim over and above the said one-half (1/2) of the amount paid or tendered by it. As between the parties each party shall solely bear or be responsible for all claims, damages, costs or expenses for loss, damage or injury to its own property or employees arising from the operations

hereunder, unless caused by the sole fault or negligence of the other party in which event such party at fault shall be liable to and shall indemnify the other therefor.

Except as hereinafter provided the provisions of this paragraph 5 shall be applicable to the joint use by the parties hereto of said portion of former County Highway Route #29 (Lake Road, above described.

The foregoing provisions of this Paragraph 5 shall not apply to any bodily injury, sickness, disease or death or to any property damage or destruction, in any degree caused by or attributable to a "nuclear incident" as such is defined in the Atomic Energy Act of 1954 as amended.

6. Each party shall have access to the books and records of the other to the extent necessary to carry out this agreement including but not limited to auditing payments and claims hereunder.

7. The parties hereto mutually agree to execute the easements and other documents necessary properly to implement and effectuate the terms, conditions and proposals contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their duly authorized representatives, and their respective corporate seals to be hereunto attached, and to be duly attested, all as of the day and year first above written.

NIAGARA MOHAWK POWER CORPORATION

BY: Lawrence Martin  
(Senior Vice President)

ATTEST:

John G. ...  
SECRETARY

POWER AUTHORITY OF THE STATE OF NEW YORK

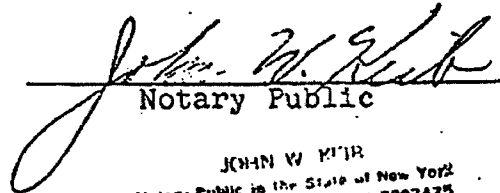
BY: W. S. ...  
General Manager

ATTEST:

W. C. ...

STATE OF NEW YORK }  
COUNTY OF ONONDAGA } ss.:

On this 24 day of NOVEMBER, 1970, before me personally came Lauman Martin, to me known, who being by me duly sworn, did depose and say that he resides at 72 Jordan St., Skaneateles, New York; that he is Senior Vice President of NIAGARA MOHAWK POWER CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

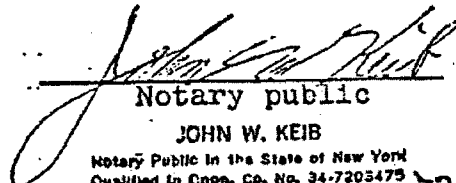
  
Notary Public

JOHN W. KIRT  
Notary Public in the State of New York  
Qualified in Onon. Ch. No. 34-7203475  
My Commission Expires March 30, 1972



STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On this 25 day of NOVEMBER, 1970, before me personally came W. S. Chapin, to me known, who being by me duly sworn, did depose and say that he resides at 30 Duffin Ave., West Islip, New York, and that he is General Manager, of POWER AUTHORITY OF THE STATE OF NEW YORK, the corporation described in and which executed the above instrument; that he knows the seal of Power Authority of the State of New York aforesaid; that one of the seals affixed to the instrument is such seal; that it was so affixed by order of the trustees of Power Authority of the State of New York; and that he signed his name thereto by like order.

  
Notary public  
JOHN W. KEIB  
Notary Public in the State of New York  
Qualified in Conn. Co. No. 34-7205475  
My Commission Expires March 30, 1972

**ATTACHMENT 3**

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**CONSENT TO ASSIGNMENT**

**SEPTEMBER 25, 2001**

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## CONSENT TO ASSIGNMENT

Subject to, and effective as of, the consummation of, the closing of the sale of the Nine Mile Point Nuclear Station and related assets by Niagara Mohawk Power Corporation ("NMPC") to Nine Mile Point Nuclear Station, LLC ("NMPNS"), and subject to the assumption by NMPNS of all of the obligations of NMPC under each of the instruments described on Schedule A annexed (the "Instruments") pursuant to assignment agreements substantially in form attached hereto as Schedule B, Entergy Nuclear FitzPatrick, LLC ("Entergy"), as assignee of the Power Authority of the State of New York ("NYPA") with respect to the Instruments, hereby consents (a) to the assignment by NMPC to NMPNS of NMPC's rights under the Instruments, and (b) to the Water Supply Agreement between NMPC and NMPNS, which is to be executed and delivered substantially in the form attached hereto as Schedule C (the "Water Supply Agreement").

With respect to the Water Supply Agreement, NMPC represents to NMPNS and Entergy that prior to the date of this Consent to Assignment, the consumption of water at the Scriba Station, as defined in the Water Supply Agreement, has not exceeded 100 gallons per year and NMPC has no reason to believe that the consumption of water at the Scriba Station will exceed 100 gallons per year.

In consideration of the foregoing consent, NMPC and NMPNS hereby each consent to the assignment by NYPA to Entergy of NYPA's rights under the Instruments effective as of November 21, 2000. Notwithstanding the foregoing, the parties hereto acknowledge that consent to assignment is not required for the assignment of Instruments numbered 1, 2, 3, 4 and 5 on Schedule A annexed.

Entergy also acknowledges that the transfer of title by NMPC to NMPNS of the Nine Mile Point water line identified in the November 25, 1970 Joint Property Use Agreement between NMPC and NYPA (the "Joint Property Use Agreement") will not result in any payment received by NMPC which is required to be shared with Entergy under paragraph 3 of the Joint Property Use Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this consent as of September 25, 2001 as follows.

ENERGY NUCLEAR FITZPATRICK, LLC

By: 

Name: Michael R. Kasper

Title: Senior Vice President and Chief Operating Officer

NIAGARA MOHAWK POWER CORPORATION

By: 

Name: Michael J. Kelleher

Title: Authorized Representative

NINE MILE POINT NUCLEAR STATION, LLC

By: 

Name: Stephen A. Mormann

Title: Treasurer

**ACKNOWLEDGEMENT FOR ENTERGY NUCLEAR FITZPATRICK, LLC:**

**IF SIGNED IN NEW YORK STATE:**

STATE OF NEW YORK     )  
COUNTY OF               ) ss.:

On the 25<sup>th</sup> day of September in the year 2001 before me, the undersigned, personally appeared Michael K. Kensler, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Patricia L. Terry

Notary Public  
PATRICIA L. TERRY  
Notary Public, State of New York  
No. 4991258  
Qualified in Westchester County,  
Commission Expires Jan. 27, 2002

**IF SIGNED OUT OF NEW YORK STATE:**

STATE OF                     )  
COUNTY OF               ) ss.:

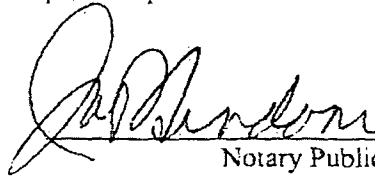
On the \_\_\_\_ day of September, 2001, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the Town/City of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT FOR NIAGARA MOHAWK POWER CORPORATION:**

STATE OF NEW YORK )  
COUNTY OF Albany ) ss.:

On the 6<sup>th</sup> day of Nov in the year 2001 before me, the undersigned, personally appeared MICHAEL J. KELLEHER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

JOHN P. SINDONI  
Notary Public, State of New York  
Qualified in Onondaga County, No. 31-0020830  
My Commission Expires June 30, 20 02

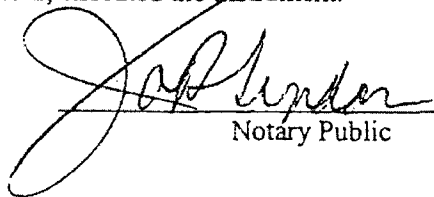
**ACKNOWLEDGEMENT FOR NINE MILE POINT NUCLEAR STATION, LLC:**

**IF SIGNED IN NEW YORK STATE:**

STATE OF NEW YORK )  
COUNTY OF New York ) ss.:

On the 6<sup>th</sup> day of Nov in the year 2001 before me, the undersigned, personally appeared STEPHEN A. MURMANN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

JOHN P. SINDONI  
Notary Public, State of New York  
Qualified in Onondaga County No. 34-9020830  
My Commission Expires June 30, 20 01

  
\_\_\_\_\_  
Notary Public

**IF SIGNED OUT OF NEW YORK STATE:**

STATE OF )  
COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, 2001, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the Town/City of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

William Calderone and Joan Calderone	North Road Town of New Haven	1464	285	6/25/99
Martin V. Berrigan and Donna M. Berrigan	Route 104B Town of New Haven	1464	269	6/25/99
Loring F. Duell and Elwanda R. Duell	NYS Route 104 Town of New Haven	1464	238	6/25/99
Edward D. Salvetti	Sundown Road Town of Palermo	1464	265	6/25/99
Edwin H. Lighthall and Barbara J. Lighthall	County Route 6 Town of Mexico	1464	234	6/25/99
State of New York Department of Transportation	Highway Work Permit No. 3-81-0243 U.S. Highway 04 Town of New Haven	N/A	N/A	6/25/99
City of Oswego	West Utica and West 6th Street City of Oswego	1464	197	6/25/99
Patricia A. Torbitt	County Route B Town of Minetto	1464	214	6/25/99



Schedule A

1. Joint Property Use Agreement dated November 25, 1970 between NMPC and NYPA
2. Letter Agreement dated December 23, 1968 between NMPC and NYPA, as modified by Modification Agreement entered into September 21, 2000 between NMPC and NYPA.
3. Meteorological Data Acquisition System Agreement effective November 20, 2000 by and between NYPA and NMPC.
4. Agreement effective December 27, 1999 by and between NMPC and NYPA relating to EOF and Joint News Center.
5. Agreement dated November 20, 2000 by and between NMPC and NYPA regarding Radiological Environmental Monitoring Program.
6. Agreement effective October 1, 1998 by and between NMPC and NYPA for Sharing of Personnel.
7. Joint Use Agreement dated January 4, 1988 between NMPC and NYPA.

Schedule B

The instruments of Assignment and Assumption are annexed and together the instruments of Assignment and Assumption constitute Schedule B to the Consent to Assignment.

ASSIGNMENT AND ASSUMPTION OF RIGHTS  
(Joint Property Use Agreement dated November 25, 1970)

THIS ASSIGNMENT AND ASSUMPTION OF RIGHTS ("Assignment") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2001, by NIAGARA MOHAWK POWER CORPORATION, a New York corporation having an address at 300 Erie Boulevard West, Syracuse, New York 13202 ("Assignor"), to NINE MILE POINT NUCLEAR STATION, LLC, a Delaware limited liability company having an office at 39 West Lexington Street, 18th Floor, Baltimore, Maryland 20201 ("Assignee").

RECITAL

WHEREAS, pursuant to the following agreements entitled (a) Nine Mile Point Unit 1 Nuclear Generating Facility Asset Purchase Agreement dated as of December 11, 2000 ("Unit 1 APA") by and among Assignor, as Seller, Constellation Energy Group, Inc., as Parent, and Constellation Nuclear, LLC, as Buyer, Constellation Nuclear, LLC having assigned its rights under the Unit 1 APA to Assignee and (b) Nine Mile Point Unit 2 Nuclear Generating Facility Asset Purchase Agreement dated as of December 11, 2000 ("Unit 2 APA") by and among Assignor, New York State Electric & Gas Corporation, Rochester Gas and Electric Corporation and Central Hudson Gas & Electric Corporation, as Sellers, Constellation Energy Group, Inc., as Parent, and Constellation Nuclear, LLC, as Buyer, Constellation Nuclear, LLC having assigned its rights under the Unit 2 APA to Assignee, Assignor is assigning to Assignee, all of Assignor's rights under a Joint Property Use Agreement dated November 25, 1970 between Assignor and the Power Authority of the State of New York ("NYPA") (the "Joint Property Use Agreement").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual agreements hereinafter set forth, it is hereby mutually agreed as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated in this Assignment and made a part hereof by this reference.
2. **Assignment of Joint Property Use Agreement.** Assignor hereby transfers, assigns, conveys and sets over to Assignee all of Assignor's right, title and interest in and to the Joint Property Use Agreement; provided, however, Assignor shall be and remain liable for all its obligations under the Joint Property Use Agreement arising and accruing prior to the date hereof and shall have no liability for any obligations first arising under the Joint Property Use Agreement after the date hereof.
3. **Assumption of Joint Property Use Agreement by Assignee.** Assignee hereby accepts the foregoing assignment of all of Assignor's right, title and interest in the Joint Property Use Agreement, agrees to be bound by and subject to all the terms and conditions of the Joint Property Use Agreement as now in effect, and Assignee hereby assumes and agrees to perform all of Assignor's obligations thereunder arising and accruing from and after the date hereof. Assignee acknowledges that it shall be liable for all its obligations under the Joint Property Use Agreement arising and accruing on or after the date hereof and shall have no liability for any obligations first arising under the Joint Property Use Agreement prior to the date hereof.
4. **Joint Property Use Agreement in Full Force and Effect.** Assignor represents and warrants that (i) a true and complete copy of the Joint Property Use Agreement is attached hereto as Exhibit A, (ii) the Joint Property Use Agreement is presently in full force and effect; (iii) neither Assignor, nor to Assignor's knowledge, NYPA or any assignee is in default of

any of the terms or conditions of the Joint Property Use Agreement, nor is there any condition or circumstance which with the passage of time, the giving of notice, or both, would become a default under the Joint Property Use Agreement; and (iv) the Joint Property Use Agreement constitutes the entire agreement between Assignor and NYPA or any assignee, and has not been amended, modified, terminated or otherwise changed in any manner.

5. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

6. **Counterparts.** This Assignment may be executed in two (2) or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto have executed a single copy of this Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the  
day and year first above written.

NIAGARA MOHAWK POWER  
CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NINE MILE POINT NUCLEAR  
STATION, LLC

By: \_\_\_\_\_  
Name: Robert E. Denton  
Title: \_\_\_\_\_

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2001 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**IF SIGNED IN NEW YORK STATE:**

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, a notary public in and for said State, personally appeared ROBERT E. DENTON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed this instrument.

\_\_\_\_\_  
Notary Public

**IF SIGNED OUT OF NEW YORK STATE:**

STATE OF )  
COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, 2001, before me, the undersigned, personally appeared ROBERT E. DENTON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the Town/City of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Exhibit A

Copy of Joint Property Use Agreement

74  
75  
176  
177



ASSIGNMENT AND ASSUMPTION OF RIGHTS  
(Letter Agreement dated December 23, 1968)

THIS ASSIGNMENT AND ASSUMPTION OF RIGHTS ("Assignment") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2001, by NIAGARA MOHAWK POWER CORPORATION, a New York corporation having an address at 300 Erie Boulevard West, Syracuse, New York 13202 ("Assignor"), to NINE MILE POINT NUCLEAR STATION, LLC, a Delaware limited liability company having an office at 39 West Lexington Street, 18th Floor, Baltimore, Maryland 20201 ("Assignee").

RECITAL

WHEREAS, pursuant to the following agreements entitled (a) Nine Mile Point Unit 1 Nuclear Generating Facility Asset Purchase Agreement dated as of December 11, 2000 ("Unit 1 APA") by and among Assignor, as Seller, Constellation Energy Group, Inc., as Parent, and Constellation Nuclear, LLC, as Buyer, Constellation Nuclear, LLC having assigned its rights under the Unit 1 APA to Assignee and (b) Nine Mile Point Unit 2 Nuclear Generating Facility Asset Purchase Agreement dated as of December 11, 2000 ("Unit 2 APA") by and among Assignor, New York State Electric & Gas Corporation, Rochester Gas and Electric Corporation and Central Hudson Gas & Electric Corporation, as Sellers, Constellation Energy Group, Inc., as Parent, and Constellation Nuclear, LLC, as Buyer, Constellation Nuclear, LLC having assigned its rights under the Unit 2 APA to Assignee, Assignor is assigning to Assignee, all of Assignor's rights under a Letter Agreement dated December 23, 1968 from Assignor to the Power Authority

of the State of New York ("NYPA") (the "Letter Agreement"), as modified by Modification Agreement made and entered into September 21, 2000 between Assignor and NYPA (the "Modification Agreement") (the Letter Agreement, as modified by the Modification Agreement, is hereinafter referred to as the "Letter Agreement").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual agreements hereinafter set forth, it is hereby mutually agreed as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated in this Assignment and made a part hereof by this reference.
2. **Assignment of Letter Agreement.** Assignor hereby transfers, assigns, conveys and sets over to Assignee all of Assignor's right, title and interest in and to the Letter Agreement; provided, however, Assignor shall be and remain liable for all its obligations under the Letter Agreement arising and accruing prior to the date hereof and shall have no liability for any obligations first arising under the Letter Agreement after the date hereof.
3. **Assumption of Letter Agreement by Assignee.** Assignee hereby accepts the foregoing assignment of all of Assignor's right, title and interest in the Letter Agreement, agrees to be bound by and subject to all the terms and conditions of the Letter Agreement as now in effect, and Assignee hereby assumes and agrees to perform all of Assignor's obligations thereunder arising and accruing from and after the date hereof. Assignee acknowledges that it shall be liable for all its obligations under the Letter Agreement arising and accruing on or after the date hereof and shall have no liability for any obligations first arising under the Letter Agreement prior to the date hereof.

4. **Letter Agreement in Full Force and Effect.** Assignor represents and warrants that (i) the Letter Agreement is presently in full force and effect; (ii) a true and correct copy of the Letter Agreement is attached hereto as Exhibit A, (iii) neither Assignor, nor to Assignor's knowledge, NYPA or any assignee is in default of any of the terms or conditions of the Letter Agreement, nor is there any condition or circumstance which with the passage of time, the giving of notice, or both, would become a default under the Letter Agreement; and (iv) the Letter Agreement constitutes the entire agreement between Assignor and NYPA or any assignee, and has not been amended, modified, terminated or otherwise changed in any manner.

5. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

6. **Counterparts.** This Assignment may be executed in two (2) or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto have executed a single copy of this Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the  
day and year first above written.

NIAGARA MOHAWK POWER  
CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NINE MILE POINT NUCLEAR  
STATION, LLC

By: \_\_\_\_\_  
Name: Robert E. Denton  
Title: \_\_\_\_\_

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2001 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**IF SIGNED IN NEW YORK STATE:**

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, a notary public in and for said State, personally appeared ROBERT E. DENTON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed this instrument.

\_\_\_\_\_  
Notary Public

**IF SIGNED OUT OF NEW YORK STATE:**

STATE OF )  
COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, 2001, before me, the undersigned, personally appeared ROBERT E. DENTON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the Town/City of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

ASSIGNMENT AND ASSUMPTION OF RIGHTS  
(Meteorological Data Acquisition System Agreement dated November 20, 2000)

THIS ASSIGNMENT AND ASSUMPTION OF RIGHTS ("Assignment") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2001, by NIAGARA MOHAWK POWER CORPORATION, a New York corporation having an address at 300 Erie Boulevard West, Syracuse, New York 13202 ("Assignor"), to NINE MILE POINT NUCLEAR STATION, LLC, a Delaware limited liability company having an office at 39 West Lexington Street, 18th Floor, Baltimore, Maryland 20201 ("Assignee").

RECITAL

WHEREAS, pursuant to the following agreements entitled (a) Nine Mile Point Unit 1 Nuclear Generating Facility Asset Purchase Agreement dated as of December 11, 2000 ("Unit 1 APA") by and among Assignor, as Seller, Constellation Energy Group, Inc., as Parent, and Constellation Nuclear, LLC, as Buyer, Constellation Nuclear, LLC having assigned its rights under the Unit 1 APA to Assignee and (b) Nine Mile Point Unit 2 Nuclear Generating Facility Asset Purchase Agreement dated as of December 11, 2000 ("Unit 2 APA") by and among Assignor, New York State Electric & Gas Corporation, Rochester Gas and Electric Corporation and Central Hudson Gas & Electric Corporation, as Sellers, Constellation Energy Group, Inc., as Parent, and Constellation Nuclear, LLC, as Buyer, Constellation Nuclear, LLC having assigned its rights under the Unit 2 APA to Assignee, Assignor is assigning to Assignee, all of Assignor's rights under a Meteorological Data Acquisition System Agreement dated November 20, 2000 by

and between Assignor and the Power Authority of the State of New York ("NYPA") (the "MDAS Agreement").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual agreements hereinafter set forth, it is hereby mutually agreed as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated in this Assignment and made a part hereof by this reference.

2. **Assignment of MDAS Agreement.** Assignor hereby transfers, assigns, conveys and sets over to Assignee all of Assignor's right, title and interest in and to the MDAS Agreement; provided, however, Assignor shall be and remain liable for all its obligations under the MDAS Agreement arising and accruing prior to the date hereof and shall have no liability for any obligations first arising under the MDAS Agreement after the date hereof.

3. **Assumption of MDAS Agreement by Assignee.** Assignee hereby accepts the foregoing assignment of all of Assignor's right, title and interest in the MDAS Agreement, agrees to be bound by and subject to all the terms and conditions of the MDAS Agreement as now in effect, and Assignee hereby assumes and agrees to perform all of Assignor's obligations thereunder arising and accruing from and after the date hereof. Assignee acknowledges that it shall be liable for all its obligations under the MDAS Agreement arising and accruing on or after the date hereof and shall have no liability for any obligations first arising under the MDAS Agreement prior to the date hereof.

4. **MDAS Agreement in Full Force and Effect.** Assignor represents and warrants that (i) a true and correct copy of the MDAS Agreement is attached hereto as Exhibit A, (ii) the MDAS Agreement is presently in full force and effect; (iii) neither Assignor, nor to Assignor's knowledge, NYPA or any assignee is in default of any of the terms or conditions of

the MDAS Agreement, nor is there any condition or circumstance which with the passage of time, the giving of notice, or both, would become a default under the MDAS Agreement; and (iv) the MDAS Agreement constitutes the entire agreement between Assignor and NYPA or any assignee, and has not been amended, modified, terminated or otherwise changed in any manner.

5. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

6. **Counterparts.** This Assignment may be executed in two (2) or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto have executed a single copy of this Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties have executed this Assignment as of the  
day and year first above written.

NIAGARA MOHAWK POWER  
CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NINE MILE POINT NUCLEAR  
STATION, LLC

By: \_\_\_\_\_  
Name: Robert E. Denton  
Title: \_\_\_\_\_

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2001 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**IF SIGNED IN NEW YORK STATE:**

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, a notary public in and for said State, personally appeared ROBERT E. DENTON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed this instrument.

\_\_\_\_\_  
Notary Public

**IF SIGNED OUT OF NEW YORK STATE:**

STATE OF )  
COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, 2001, before me, the undersigned, personally appeared ROBERT E. DENTON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the Town/City of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

ASSIGNMENT AND ASSUMPTION OF RIGHTS  
(Agreement effective December 27, 1999 - EOF and Joint News Center)

THIS ASSIGNMENT AND ASSUMPTION OF RIGHTS ("Assignment") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2001, by NIAGARA MOHAWK POWER CORPORATION, a New York corporation having an address at 300 Erie Boulevard West, Syracuse, New York 13202 ("Assignor"), to NINE MILE POINT NUCLEAR STATION, LLC, a Delaware limited liability company having an office at 39 West Lexington Street, 18th Floor, Baltimore, Maryland 20201 ("Assignee").

RECITAL

WHEREAS, pursuant to the following agreements entitled (a) Nine Mile Point Unit 1 Nuclear Generating Facility Asset Purchase Agreement dated as of December 11, 2000 ("Unit 1 APA") by and among Assignor, as Seller, Constellation Energy Group, Inc., as Parent, and Constellation Nuclear, LLC, as Buyer, Constellation Nuclear, LLC having assigned its rights under the Unit 1 APA to Assignee and (b) Nine Mile Point Unit 2 Nuclear Generating Facility Asset Purchase Agreement dated as of December 11, 2000 ("Unit 2 APA") by and among Assignor, New York State Electric & Gas Corporation, Rochester Gas and Electric Corporation and Central Hudson Gas & Electric Corporation, as Sellers, Constellation Energy Group, Inc., as Parent, and Constellation Nuclear, LLC, as Buyer, Constellation Nuclear, LLC having assigned its rights under the Unit 2 APA to Assignee, Assignor is assigning to Assignee, all of Assignor's

rights under an Agreement effective December 27, 1999 by and between Assignor and the Power Authority of the State of New York ("NYPA") (the "12/27/99 Agreement").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual agreements hereinafter set forth, it is hereby mutually agreed as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated in this Assignment and made a part hereof by this reference.
  2. **Assignment of 12/27/99 Agreement.** Assignor hereby transfers, assigns, conveys and sets over to Assignee all of Assignor's right, title and interest in and to the 12/27/99 Agreement; provided, however, Assignor shall be and remain liable for all its obligations under the 12/27/99 Agreement arising and accruing prior to the date hereof and shall have no liability for any obligations first arising under the 12/27/99 Agreement after the date hereof.
  3. **Assumption of 12/27/99 Agreement by Assignee.** Assignee hereby accepts the foregoing assignment of all of Assignor's right, title and interest in the 12/27/99 Agreement, agrees to be bound by and subject to all the terms and conditions of the 12/27/99 Agreement as now in effect, and Assignee hereby assumes and agrees to perform all of Assignor's obligations thereunder arising and accruing from and after the date hereof. Assignee acknowledges that it shall be liable for all its obligations under the 12/27/99 Agreement arising and accruing on or after the date hereof and shall have no liability for any obligations first arising under the 12/27/99 Agreement prior to the date hereof.
  4. **12/27/99 Agreement in Full Force and Effect.** Assignor represents and warrants that (i) a true and correct copy of the 12/27/99 Agreement is attached hereto as Exhibit A, (ii) the 12/27/99 Agreement is presently in full force and effect; (iii) neither Assignor, nor to Assignor's knowledge, NYPA or any assignee is in default of any of the terms or conditions of
- Schedule B, Page 19

the 12/27/99 Agreement, nor is there any condition or circumstance which with the passage of time, the giving of notice, or both, would become a default under the 12/27/99 Agreement; and (iv) the 12/27/99 Agreement constitutes the entire agreement between Assignor and NYPA or any assignee, and has not been amended, modified, terminated or otherwise changed in any manner.

5. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

6. **Counterparts.** This Assignment may be executed in two (2) or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto have executed a single copy of this Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the  
day and year first above written.

NIAGARA MOHAWK POWER  
CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NINE MILE POINT NUCLEAR  
STATION, LLC

By: \_\_\_\_\_  
Name: Robert E. Denton  
Title: \_\_\_\_\_

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2001 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, a notary public in and for said State, personally appeared ROBERT E. DENTON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed this instrument.

\_\_\_\_\_  
Notary Public

STATE OF )  
COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, 2001, before me, the undersigned, personally appeared ROBERT E. DENTON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the Town/City of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

ASSIGNMENT AND ASSUMPTION OF RIGHTS  
(Radiological Environmental Monitoring Program Agreement)

THIS ASSIGNMENT AND ASSUMPTION OF RIGHTS ("Assignment") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2001, by NIAGARA MOHAWK POWER CORPORATION, a New York corporation having an address at 300 Erie Boulevard West, Syracuse, New York 13202 ("Assignor"), to NINE MILE POINT NUCLEAR STATION, LLC, a Delaware limited liability company having an office at 39 West Lexington Street, 18th Floor, Baltimore, Maryland 20201 ("Assignee").

RECITAL

WHEREAS, pursuant to the following agreements entitled (a) Nine Mile Point Unit 1 Nuclear Generating Facility Asset Purchase Agreement dated as of December 11, 2000 ("Unit 1 APA") by and among Assignor, as Seller, Constellation Energy Group, Inc., as Parent, and Constellation Nuclear, LLC, as Buyer, Constellation Nuclear, LLC having assigned its rights under the Unit 1 APA to Assignee and (b) Nine Mile Point Unit 2 Nuclear Generating Facility Asset Purchase Agreement dated as of December 11, 2000 ("Unit 2 APA") by and among Assignor, New York State Electric & Gas Corporation, Rochester Gas and Electric Corporation and Central Hudson Gas & Electric Corporation, as Sellers, Constellation Energy Group, Inc., as Parent, and Constellation Nuclear, LLC, as Buyer, Constellation Nuclear, LLC having assigned its rights under the Unit 2 APA to Assignee, Assignor is assigning to Assignee, all of Assignor's rights under an Agreement by and between the New York Power Authority ("NYPA") and



Assignor regarding Radiological Environmental Monitoring Program effective November 20, 2000 (the "REMP Agreement").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual agreements hereinafter set forth, it is hereby mutually agreed as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated in this Assignment and made a part hereof by this reference.

2. **Assignment of REMP Agreement.** Assignor hereby transfers, assigns, conveys and sets over to Assignee all of Assignor's right, title and interest in and to the REMP Agreement; provided, however, Assignor shall be and remain liable for all its obligations under the REMP Agreement arising and accruing prior to the date hereof and shall have no liability for any obligations first arising under the REMP Agreement after the date hereof.

3. **Assumption of REMP Agreement by Assignee.** Assignee hereby accepts the foregoing assignment of all of Assignor's right, title and interest in the REMP Agreement, agrees to be bound by and subject to all the terms and conditions of the REMP Agreement as now in effect, and Assignee hereby assumes and agrees to perform all of Assignor's obligations thereunder arising and accruing from and after the date hereof. Assignee acknowledges that it shall be liable for all its obligations under the REMP Agreement arising and accruing on or after the date hereof and shall have no liability for any obligations first arising under the REMP Agreement prior to the date hereof.

4. **REMP Agreement in Full Force and Effect.** Assignor represents and warrants that (i) a true and correct copy of the REMP Agreement is attached hereto as Exhibit A, (ii) the REMP Agreement is presently in full force and effect; (iii) neither Assignor, nor to Assignor's knowledge, NYPA or any assignee is in default of any of the terms or conditions of

the REMP Agreement, nor is there any condition or circumstance which with the passage of time, the giving of notice, or both, would become a default under the REMP Agreement; and (iv) the REMP Agreement constitutes the entire agreement between Assignor and NYPA or any assignee, and has not been amended, modified, terminated or otherwise changed in any manner.

5. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

6. **Counterparts.** This Assignment may be executed in two (2) or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto have executed a single copy of this Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the  
day and year first above written.

NIAGARA MOHAWK POWER  
CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NINE MILE POINT NUCLEAR  
STATION, LLC

By: \_\_\_\_\_  
Name: Robert E. Denton  
Title: \_\_\_\_\_

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2001 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a notary public in and for said State, personally appeared ROBERT E. DENTON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed this instrument.

\_\_\_\_\_  
Notary Public

STATE OF )  
COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, 2001, before me, the undersigned, personally appeared ROBERT E. DENTON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the Town/City of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

ASSIGNMENT AND ASSUMPTION OF RIGHTS  
(Agreement for Sharing of Personnel)

THIS ASSIGNMENT AND ASSUMPTION OF RIGHTS ("Assignment") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2001, by NIAGARA MOHAWK POWER CORPORATION, a New York corporation having an address at 300 Erie Boulevard West, Syracuse, New York 13202 ("Assignor"), to NINE MILE POINT NUCLEAR STATION, LLC, a Delaware limited liability company having an office at 39 West Lexington Street, 18th Floor, Baltimore, Maryland 20201 ("Assignee").

RECITAL

WHEREAS, pursuant to the following agreements entitled (a) Nine Mile Point Unit 1 Nuclear Generating Facility Asset Purchase Agreement dated as of December 11, 2000 ("Unit 1 APA") by and among Assignor, as Seller, Constellation Energy Group, Inc., as Parent, and Constellation Nuclear, LLC, as Buyer, Constellation Nuclear, LLC having assigned its rights under the Unit 1 APA to Assignee and (b) Nine Mile Point Unit 2 Nuclear Generating Facility Asset Purchase Agreement dated as of December 11, 2000 ("Unit 2 APA") by and among Assignor, New York State Electric & Gas Corporation, Rochester Gas and Electric Corporation and Central Hudson Gas & Electric Corporation, as Sellers, Constellation Energy Group, Inc., as Parent, and Constellation Nuclear, LLC, as Buyer, Constellation Nuclear, LLC having assigned its rights under the Unit 2 APA to Assignee, Assignor is assigning to Assignee, all of Assignor's

rights under an Agreement by and between Assignor and New York Power Authority ("NYPA") for Sharing of Personnel effective October 1, 1998 (the "Personnel Agreement").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual agreements hereinafter set forth, it is hereby mutually agreed as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated in this Assignment and made a part hereof by this reference.

2. **Assignment of Personnel Agreement.** Assignor hereby transfers, assigns, conveys and sets over to Assignee all of Assignor's right, title and interest in and to the Personnel Agreement; provided, however, Assignor shall be and remain liable for all its obligations under the Personnel Agreement arising and accruing prior to the date hereof and shall have no liability for any obligations first arising under the Personnel Agreement after the date hereof.

3. **Assumption of Personnel Agreement by Assignee.** Assignee hereby accepts the foregoing assignment of all of Assignor's right, title and interest in the Personnel Agreement, agrees to be bound by and subject to all the terms and conditions of the Personnel Agreement as now in effect, and Assignee hereby assumes and agrees to perform all of Assignor's obligations thereunder arising and accruing from and after the date hereof. Assignee acknowledges that it shall be liable for all its obligations under the Personnel Agreement arising and accruing on or after the date hereof and shall have no liability for any obligations first arising under the Personnel Agreement prior to the date hereof.

4. **Personnel Agreement in Full Force and Effect.** Assignor represents and warrants that (i) a true and correct copy of the Personnel Agreement is attached hereto as Exhibit A, (ii) the Personnel Agreement is presently in full force and effect; (iii) neither Assignor, nor to

Assignor's knowledge, NYPA or any assignee is in default of any of the terms or conditions of the Personnel Agreement, nor is there any condition or circumstance which with the passage of time, the giving of notice, or both, would become a default under the Personnel Agreement; and (iv) the Personnel Agreement constitutes the entire agreement between Assignor and NYPA or any assignee, and has not been amended, modified, terminated or otherwise changed in any manner.

5. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

6. **Counterparts.** This Assignment may be executed in two (2) or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto have executed a single copy of this Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the  
day and year first above written.

NIAGARA MOHAWK POWER  
CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NINE MILE POINT NUCLEAR  
STATION, LLC

By: \_\_\_\_\_  
Name: Robert E. Denton  
Title: \_\_\_\_\_



STATE OF NEW YORK )  
COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2001 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**IF SIGNED IN NEW YORK STATE:**

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, a notary public in and for said State, personally appeared ROBERT E. DENTON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed this instrument.

\_\_\_\_\_  
Notary Public

**IF SIGNED OUT OF NEW YORK STATE:**

STATE OF )  
COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, 2001, before me, the undersigned, personally appeared ROBERT E. DENTON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the Town/City of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Exhibit A

Copy of Personnel Agreement

ASSIGNMENT AND ASSUMPTION OF RIGHTS  
(Joint Use Agreement dated January 4, 1988)

THIS ASSIGNMENT AND ASSUMPTION OF RIGHTS ("Assignment") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2001, by NIAGARA MOHAWK POWER CORPORATION, a New York corporation having an address at 300 Erie Boulevard West, Syracuse, New York 13202 ("Assignor"), to NINE MILE POINT NUCLEAR STATION, LLC, a Delaware limited liability company having an office at 39 West Lexington Street, 18th Floor, Baltimore, Maryland 20201 ("Assignee").

RECITAL

WHEREAS, pursuant to the following agreements entitled (a) Nine Mile Point Unit 1 Nuclear Generating Facility Asset Purchase Agreement dated as of December 11, 2000 ("Unit 1 APA") by and among Assignor, as Seller, Constellation Energy Group, Inc., as Parent, and Constellation Nuclear, LLC, as Buyer, Constellation Nuclear, LLC having assigned its rights under the Unit 1 APA to Assignee and (b) Nine Mile Point Unit 2 Nuclear Generating Facility Asset Purchase Agreement dated as of December 11, 2000 ("Unit 2 APA") by and among Assignor, New York State Electric & Gas Corporation, Rochester Gas and Electric Corporation and Central Hudson Gas & Electric Corporation, as Sellers, Constellation Energy Group, Inc., as Parent, and Constellation Nuclear, LLC, as Buyer, Constellation Nuclear, LLC having assigned its rights under the Unit 2 APA to Assignee, Assignor is assigning to Assignee, all of Assignor's

rights under a Joint Use Agreement dated January 4, 1988 between Assignor and the Power Authority of the State of New York ("NYPA") (the "Joint Use Agreement").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual agreements hereinafter set forth, it is hereby mutually agreed as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated in this Assignment and made a part hereof by this reference.

2. **Assignment of Joint Use Agreement.** Assignor hereby transfers, assigns, conveys and sets over to Assignee all of Assignor's right, title and interest in and to the Joint Use Agreement; provided, however, Assignor shall be and remain liable for all its obligations under the Joint Use Agreement arising and accruing prior to the date hereof and shall have no liability for any obligations first arising under the Joint Use Agreement after the date hereof.

3. **Assumption of Joint Use Agreement by Assignee.** Assignee hereby accepts the foregoing assignment of all of Assignor's right, title and interest in the Joint Use Agreement, agrees to be bound by and subject to all the terms and conditions of the Joint Use Agreement as now in effect, and Assignee hereby assumes and agrees to perform all of Assignor's obligations thereunder arising and accruing from and after the date hereof. Assignee acknowledges that it shall be liable for all its obligations under the Joint Use Agreement arising and accruing on or after the date hereof and shall have no liability for any obligations first arising under the Joint Use Agreement prior to the date hereof.

4. **Joint Use Agreement in Full Force and Effect.** Assignor represents that (i) the Joint Use Agreement is presently in full force and effect; (ii) neither Assignor, nor to Assignor's knowledge, NYPA or any assignee is in default of any of the terms or conditions of the Joint Use Agreement, nor is there any condition or circumstance which with the passage of

time, the giving of notice, or both, would become a default under the Joint Use Agreement; and (iii) the Joint Use Agreement constitutes the entire agreement between Assignor and NYPA or any assignee, and has not been amended, modified, terminated or otherwise changed in any manner.

5. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

6. **Counterparts.** This Assignment may be executed in two (2) or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto have executed a single copy of this Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the  
day and year first above written.

NIAGARA MOHAWK POWER  
CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NINE MILE POINT NUCLEAR  
STATION, LLC

By: \_\_\_\_\_  
Name: Robert E. Denton  
Title: \_\_\_\_\_

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2001 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**IF SIGNED IN NEW YORK STATE:**

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, a notary public in and for said State, personally appeared ROBERT E. DENTON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed this instrument.

\_\_\_\_\_  
Notary Public

**IF SIGNED OUT OF NEW YORK STATE:**

STATE OF )  
COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, 2001, before me, the undersigned, personally appeared ROBERT E. DENTON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the Town/City of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Exhibit A

Copy of Joint-Use Agreement



Schedule C

WATER SUPPLY AGREEMENT

This sets forth an Agreement (the "Agreement") made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by NIAGARA MOHAWK POWER CORPORATION, a New York corporation having an address at 300 Erie Boulevard West, Syracuse, New York 13202 ("NMPC") and NINE MILE POINT NUCLEAR STATION, LLC, a Delaware limited liability company having an office at 39 West Lexington Street, 18th Floor, Baltimore, Maryland 20201 ("NMPNS").

RECITAL

A. NMPNS owns the Nine Mile Point Water Supply Line (defined below) which serves the Nine Mile Point Unit 1 Generating Station owned by NMPNS, the Nine Mile Point Unit 2 Nuclear Generating Station owned by NMPNS and Long Island Lighting Company (d/b/a LIPA) ("LILCO") and the James A. FitzPatrick Nuclear Generating Station, owned by Entergy Nuclear FitzPatrick, LLC ("Entergy").

B. NMPC has assigned to NMPNS all of NMPC's rights under a November 25, 1970 Joint Property Use Agreement (the "Joint Use Agreement") and NMPNS has assumed NMPC's obligations under the Joint Use Agreement which includes the obligation to maintain and repair the Nine Mile Point Water Supply Line.

C. Through the Nine Mile Point Water Supply Line, NMPC currently receives the supply of water to the Scriba Substation (defined below) and will continue to need that supply of water following the date of this Agreement.

D. This Agreement will set forth the terms under which NMPC will reimburse NMPNS for (i) NMPC's consumption of water for the Scriba Substation and (ii) NMPC's share of the cost to repair and maintain the Nine Mile Point Water Supply Line.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual agreements hereinafter set forth, it is hereby mutually agreed as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated in this Agreement and made a part hereof by this reference.

2. **Definitions.** Whenever used in this Agreement, the following words and phrases shall have the respective meanings set forth below:

a. "Nine Mile Point Water Supply Line" means the 12-inch water main, the 10-inch waterline and 8-inch waterline shown on a map entitled "A Map Showing the Location of the Nine Mile Water Supply Line" prepared by Niagara Mohawk, designated as File Index 21.0-06.21-M5, Drawing No: D-54484-C, dated Oct. 12, 1999, last revised May 25, 2000, a copy of which is annexed to this Agreement as Exhibit A.

b. "Scriba Substation" means the substation, located on Transmission Land Parcel 1 shown Sheet 2 of 3 on a map entitled "ALTA/ACSM Land Title Survey, Nine Mile Point Generating Site Units 1 AND 2," prepared by C.T. Male Associates, P.C., Drawing No. 01-166, Sheets 1, 2, and 3 of 3, dated June \_\_\_\_\_, 2001 and filed in the Oswego County Clerk's Office on \_\_\_\_\_, 2001 under Instrument No. R-2001-\_\_\_\_\_.

c. "6-inch Water Tap" means the 6-inch water tap to Scriba Substation shown on Sheet 1 of 3 of a map entitled "ALTA/ACSM Land Title Survey, Nine Mile Point Generating Site Units 1 AND 2," prepared by C.T. Male Associates, P.C., Drawing No. 01-166, Sheets 1, 2, and 3, dated June \_\_\_\_\_, 2001 and filed in the Oswego County Clerk's Office on \_\_\_\_\_, 2001 under Instrument No. R-2001-\_\_\_\_\_.

3. **Representation of NMPC.** NMPC represents to NMPNS that prior to the date of this Agreement, the consumption of Water at the Scriba Station has not exceeded 100 gallons per year and NMPC has no reason to believe that the consumption of Water at the Scriba Station will exceed 100 gallons per year after the date of this Agreement.

4. **Payment for Water Usage.** NMPC shall reimburse NMPNS for the cost of water consumed for the Scriba Substation at an annual flat fee of \$ \_\_\_\_\_ within thirty (30) days of receipt of an invoice from NMPNS.

5. **Maintenance and Repair of Nine Mile Point Supply Line.** Within thirty (30) days after receipt of an invoice, NMPC shall reimburse NMPNS for the cost incurred by

NMPNS to maintain and repair the Nine Mile Point Water Supply Line in proportion to NMPC's water consumption for the Scriba Substation, which proportion shall be calculated by dividing NMPC's share of water consumption for the Scriba Substation by the total water consumption by NMPNS and Entergy during the most recent calendar year for which that information is available.

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IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and  
year first above written.

NIAGARA MOHAWK POWER  
CORPORATION

By: \_\_\_\_\_  
Name: Michael J. Kelleher  
Title: Authorized Representative

NINE MILE POINT NUCLEAR  
STATION, LLC

By: \_\_\_\_\_  
Name: Robert E. Denton  
Title: \_\_\_\_\_

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2001 before me, the undersigned, personally appeared Michael J. Kelleher, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**IF SIGNED IN NEW YORK STATE:**

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2001 before me, the undersigned, a notary public in and for said State, personally appeared ROBERT E. DENTON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed this instrument.

\_\_\_\_\_  
Notary Public

**IF SIGNED OUT OF NEW YORK STATE:**

STATE OF )  
COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2001, before me, the undersigned, personally appeared ROBERT E. DENTON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the Town/City of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**ATTACHMENT 4**

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**LIST OF REGULATORY COMMITMENTS**

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**ATTACHMENT 4**

**LIST OF REGULATORY COMMITMENTS**

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The following table identifies the regulatory commitments in this document. Any other statements in this submittal represent intended or planned actions. They are provided for information purposes and are not considered to be regulatory commitments.

REGULATORY COMMITMENT	SCHEDULED COMPLETION DATE
Draft and execute an updated or new formal agreement between Nine Mile Point Nuclear Station, LLC (NMPNS) and Entergy to reflect the transfer of real property to Nine Mile Point 3 Nuclear Project, LLC (NMP3).	Concurrent with completion of the land transfer