

**ENTERGY COMMITMENTS PER DEPARTMENT OF PUBLIC SERVICE**

**DOCKET 6545 – SALE CASE**

1. Entergy shall report to the DPS and PSB the status of the decommissioning funds and the latest NRC calculation of such responsibility at the same time they report to NRC. Entergy shall make this info available to the public and will participate in a public discussion, on the adequacy of the decommissioning funds at a meeting or meetings or some other forum to be determined in conjunction with the DPS. **Docket 6545 Order of 6/13/02, ordering clause 10; CPG ¶ 3.**
2. Every 5 years, beginning with the 5<sup>th</sup> anniversary of the closing of the Sale, Entergy shall update the site-specific decommissioning study and submit the results to the DPS and PSB. Following the completion of each study, Entergy shall (i) inform the public of the estimated cost of decommissioning which resulted from the analysis, and (ii) participate in a public discussion of the results at a forum to be determined in conjunction with the DPS. **Docket 6545 Order of 6/13/02, ordering clause 11; CPG ¶ 4.**
3. Within 12 months of 6/13/02, Entergy shall file with the PSB and DPS a copy of the Post Shutdown Decommissioning Activities Report (“PSDAR”) which it has pledged to prepare and maintain in the event of an unexpected shutdown. Entergy shall update the PSDAR, once a year and file the update with the PSB and DPS. **Docket 6545 Order of 6/13/02, ordering clause 12; CPG ¶ 5.**
4. Entergy shall obtain PSB approval in the event it requests disbursement of fund from the Qualified Decommissioning Trust Fund or Non Qualified Decommissioning Trust Fund other than for decommissioning VYNPS, for payment of administrative expense or for distribution of funds upon completion of decommissioning. **Docket 6545 MOU at ¶ 7.**
5. Entergy shall notify the DPS and PSB of intent to change any provision of the trust agreement at least 30 days in advance of such a change. **Docket 6545 MOU at ¶ 8.**
6. At the time of evaluation of the decommissioning fund for NRC in connection with the PSDAR, Entergy will provide additional funds or other acceptable financial assurances as needed to ensure that funding will be sufficient to accomplish decommissioning. Accomplishing decommissioning may include the implementation of SAFSTOR or other forms of delayed decommissioning. **Docket 6545 MOU at ¶ 9.**
7. Entergy agrees that it must use its commercial best efforts to assure that the spent fuel is removed from the VYNPS site in a reasonable manner and as quickly as possible rather than stored at VYNPS. The DPS can participate in discussions with DOE that involve VYNPS and to participate in decisions whether to pursue discussions or litigate. **Docket 6545 MOU at ¶ 11.**

8. Entergy shall provide enhanced financial security to assure funds are available in the amount of not less than \$60 million at the time VYNPS is to be removed from commercial operation. That financial assurance is now provided in the form of a parental guarantee. **Docket 6545 MOU at ¶ 13.**
9. Entergy shall notify the PSB and DPS every six months, beginning Jan 1, 2003, as to the status and amounts of guaranties of Entergy Corporation that are outstanding at the time of the filing. **Docket 6545 Order of 6/13/02, ordering clause 9; CPG ¶ 1.**
10. Any amendments to Entergy's NRC license for VY shall be filed with the PSB and DPS. **Docket 6545 CPG ¶ 6.**
11. Any FERC filings related to Entergy VY's rates that are subject to FERC jurisdiction under Section 203 of the Federal Power Act shall be filed with the PSB and DPS. **Docket 6545 CPG ¶ 7.**
12. Any filing with respect to Entergy's Exempt Wholesale Generator Status shall be filed with the PSB and DPS. **Docket 6545 CPG ¶ 8.**
13. If completion of decommissioning of VYNPS is delayed beyond March 31, 2022, any excess funds remaining in the decommissioning trust fund shall be shared by Entergy and Vermont Ratepayers. **Docket 6545 MOU at ¶ 3** as modified by the Board's Orders post judgment.
14. If license extension occurs, Entergy will share with VYNPC fifty percent of excess revenues for ten years above a strike price. **Docket 6545 MOU at ¶ 4.**
15. DPS has broad rights within the plant as per the Inspection MOU.

**DOCKET 6812 – UPRATE CASE**

16. Entergy shall notify the PSB if it no longer has access to a low-level nuclear waste disposal facility or if the facility is no longer expected to have sufficient capacity for the waste. **Docket 6812 CPG ¶ 8.**
17. Entergy provides to Vermont an amount of money equal to 20% of the uprate power sold by Entergy in each hour and shall equal 50% of the weighted average price per MWH received by Entergy for uprate power generated in a calendar year above a strike price. The money has to be paid to the state by March 31 in the year following the sales eg. 2006 sales money was given to the state of Vermont in March of 2007. **Docket 6812 MOU at ¶ 2.** The money now goes to the Clean Energy Development Fund as per the statute.

**DOCKET 7082 – DRY CASK STORAGE CASE**

18. Entergy will monitor the temperature on each cask located on the DFS pad continuously using an electronic-monitoring system contemplated by the Company's current DFS-system design. Monthly the Company will manually conduct radiation surveillance of each such cask. The DPS and the Company, in consultation with the Department of Health, will develop a protocol for reporting the results of such monitoring and surveillance to the DPS and the Department of Health. **Docket 7082 MOU at ¶ 5.**
19. Entergy will use its commercial best efforts to ensure that high-level SNF stored at the Station is removed from the site in a reasonable manner and as quickly as possible to an interim or permanent location outside of Vermont. **Docket 7082 MOU at ¶ 8.**
20. Entergy will configure the spent-fuel pool so that high-decay-heat assemblies of SNF are surrounded by low-decay-heat assemblies of SNF. **Docket 7082 MOU at ¶ 9.**
21. Entergy will be responsible for all costs of security for the Station required under its license from or otherwise by the NRC except that during decommissioning it will have the right to use funds from the Decommissioning Trust Fund to pay for such security. **Docket 7082 MOU at ¶ 10.**
22. Entergy will pay to the State of Vermont for deposit into the Fund payments calculated to total \$15,625,000 during the period commencing January 1, 2006, and ending March 21, 2012. Payments will be made in equal quarterly amounts of \$625,000 per quarter commencing as of January 1, 2006, with the initial payment to be due when the Company receives all such approvals and to include all quarterly payments due up to that time and with the last payment to be due on January 1, 2012. **Docket 7082 MOU at ¶ 11.**

**DOCKET NRC 50-271-OLA – CONTAINMENT OVERPRESSURE**

23. Entergy shall perform a Type A Containment Leak Rate Test during the VYNPS refueling outage in 2010 and make the results available to the DPS within 60 days of the outage completion. **Docket NRC 50-271-OLA MOU at ¶ 1.**
24. Entergy shall provide the DPS with weekly readings of nitrogen usage at the VYNPS as an indication of containment integrity until the Type A Leak Test is completed. The reading shall be in a format agreed upon by Entergy and the DPS. **Docket NRC 50-271-OLA MOU at ¶ 2.**
25. Entergy shall perform detailed visual inspections of the torus to confirm that there are no potential leakage paths during and following the completion of refueling outages in 2007 and 2008. The MOU defined how these inspections are to take place. During normal plant operations, Entergy will perform daily rounds in accessible areas of the torus to identify any potential leakage paths. **Docket NRC 50-271-OLA MOU at ¶ 3.**

26. Entergy will provide the DPS with any revisions to the Leakage Rate Testing Programs between the date of the MOU and completion of the Type A Leak Rate Test. **Docket NRC 50-271-OLA MOU at ¶ 4.**
27. Entergy will provide the DPS with a summary of the results of all primary containment leakage rate tests performed in 2007 and 2008. **Docket NRC 50-271-OLA MOU at ¶ 5.**