

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

CASE 19-E-0730 - Joint Petition of Entergy Nuclear Indian Point 2, LLC; Entergy Nuclear Indian Point 3, LLC; and Nuclear Asset Management Company, LLC for a Declaratory Ruling Disclaiming Jurisdiction Over or Abstaining from Review of the Proposed Transfers or, in the Alternative, an Order Approving the Proposed Transfers Pursuant to Section 70 of the New York Public Service Law.

JOINT PROPOSAL

By and Among:

**Entergy Nuclear Indian Point 2, LLC
Entergy Nuclear Indian Point 3, LLC
Nuclear Asset Management Company, LLC
Holtec Decommissioning International, LLC
Staff of the New York State Department of Public Service
New York State Office of the Attorney General
New York State Department of Environmental Conservation
New York State Energy Research and Development Authority
New York State Division of Homeland Security and Emergency Services
Westchester County
Hendrick Hudson School District
Town of Cortlandt
Village of Buchanan
Riverkeeper, Inc.
Public Utility Law Project of New York, Inc.**

Dated: April 14, 2021

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PRELIMINARY STATEMENT

This Joint Proposal (“Joint Proposal”) is made as of the 14th day of April, 2021 by and among Nuclear Asset Management Company, LLC (“NAMCo”); Holtec Decommissioning International, LLC (individually, “HDI” and together with NAMCo, “Holtec”); Entergy Nuclear Indian Point 2, LLC (“ENIP2”); Entergy Nuclear Indian Point 3, LLC (“ENIP3,” together with ENIP2, “Entergy,” and collectively with NAMCo, “Joint Petitioners”); New York State Department of Public Service Staff (“NYSDPS” or “DPS Staff”); the New York State Office of the Attorney General (“OAG”); the New York State Department of Environmental Conservation (“NYSDEC”); the New York State Energy Research and Development Authority (“NYSERDA”); the New York State Division of Homeland Security and Emergency Services (“NYSDHSES”); Westchester County; Hendrick Hudson School District (“HHSD”); Town of Cortlandt (“Cortlandt”); Village of Buchanan (“Buchanan,” and collectively with HHSD and Cortlandt, the “Local Entities”); Riverkeeper, Inc. (“Riverkeeper”); and the Public Utility Law Project of New York (“PULP”), all of which are parties to Case 19-E-0730 before the New York State Public Service Commission (“Commission” or “PSC”), a proceeding in which Joint Petitioners are seeking Commission authorization pursuant to New York Public Service Law (“NYPSL”) Section 70 for proposed corporate transfers. The signatories to this Joint Proposal are collectively referred to herein as “the Signatory Entities” or “Signatory Parties.” Additionally, this Joint Proposal incorporates by reference the NYSDEC Order on Consent and Administrative Settlement re: Indian Point Energy Center (hereinafter, “DEC Order”), attached hereto as Attachment A and the Memorandum of Understanding by and among Holtec, Westchester County and the Local Entities (“Local Government Entities MOU”), attached hereto as Attachment B.

Case 19-E-0730 addresses the indirect upstream transfer of the membership interests in the entities that own the permanently retired nuclear units and related assets near Buchanan, New York

known as Indian Point Unit 1 (“IP Unit 1”) and Indian Point Unit 2 (“IP Unit 2”), and that own Indian Point Unit 3 (“IP Unit 3”), scheduled to be permanently retired in April 2021, together with the Indian Point Independent Spent Fuel Storage Installation (“ISFSI”), and other facilities, structures and equipment (collectively, “Indian Point” or the “Site”). The parties’ negotiations have culminated in this Joint Proposal, which is being filed with the Commission in Case 19-E-0730 for its consideration to resolve all matters therein. Taking the Joint Proposal together with the Joint Petition and the record in Case 19-E-0730, all Signatory Entities hereby recommend that the subject transfers be authorized under NYPSSL Section 70 because they are in the public interest. Specifically, in conjunction with the parameters and commitments defined by the Joint Petition and taking into account information and representations provided in the Post Shutdown Decommissioning Activities Report (“PSDAR”) and Site-Specific Decommissioning Cost Estimate (“DCE”) submitted by NAMCo affiliate HDI, the Joint Proposal provides additional parameters, conditions and commitments to build on the Joint Petition that are designed to, *inter alia*, preserve financial resources for comprehensive, timely, and safe Indian Point decommissioning and site restoration, and maintenance of the ISFSI that remains at the site after partial site release from the Nuclear Regulatory Commission (“NRC”) for unrestricted use pursuant to 10 C.F.R. § 50.83 (hereinafter, “Partial Site Release”), consistent with the framework and timelines projected in the HDI PSDAR and DCE and the DEC Order.

DEFINITIONS

(a) “Day” shall mean a calendar day. A “business day” shall mean a day other than a Saturday, Sunday, or a New York or Federal holiday. In computing any period of time under this Joint Proposal, where the last day would fall on a Saturday, Sunday or New York or Federal holiday, the period shall run until 5:00 p.m. EST of the next business day.

(b) “Decommissioning Trust Fund” or “Trust Fund” shall mean the IP Unit 1 Nuclear Decommissioning Trust, IP Unit 2 Nuclear Decommissioning Trust, IP Unit 3 Nuclear Decommissioning Trust and IP Unit 1 and IP Unit 2 Provisional Decommissioning Trust, defined collectively herein, maintained by the respective entities owning Indian Point subject to NRC regulation and oversight and having an aggregate amount of approximately \$2.4 billion as of December 31, 2021.

(c) “DOE” shall mean the U.S. Department of Energy.

(d) “Fiscal Year” shall mean a New York fiscal year, which begins on April 1 of each year and ends on March 31 of the following year.

(e) “Force Majeure Event” shall mean any event arising from causes beyond the reasonable control of Holtec, of any entity controlled by Holtec, and of Holtec’s contractors, that delays or prevents the performance of any obligation under this Joint Proposal despite Holtec’s efforts to fulfill the obligation, such as where the failure is a result of acts of God, work stoppages due to labor disputes or strikes, fires, explosions, epidemics, pandemics, riots, war, rebellion, sabotage or any other condition which was not caused by the negligence or willful misconduct of Holtec and which could not have been avoided by Holtec through the exercise of due care.

(f) “FOIL” means the Freedom of Information Law as set forth in Article 6 of the Public Officers Law, Sections 84 through 90.

(g) “GTCC” means Greater Than Class-C waste.

(h) “License Termination” shall mean the date that the NRC terminates the general or specific license (whichever is applicable) for Indian Point, including the ISFSI, all radiological waste stored on the Indian Point ISFSI has been removed and transported out of New York, and the Site, including the ISFSI, has been decommissioned, remediated and restored for unrestricted

use in accordance with all NRC requirements, New York State law and regulations, and the terms of this Joint Proposal, the DEC Order, and the PSC Order.

(i) “Local Government Representatives” shall mean Westchester County, HHSD, Cortlandt and Buchanan.

(j) “NRC Decommissioning Funding Plan” shall mean the decommissioning funding plan pursuant to 10 C.F.R. Section 72.30(c).

(j) “NRC Decommissioning Funding Status Reports” shall mean the annual decommissioning and spent fuel management funding assurance reports for Indian Point filed with the NRC on or before March 31 each year pursuant to 10 C.F.R. § 50.75(f)(1) and 10 C.F.R. § 50.82(a)(8)(b).

(k) “PSC Order” shall mean the order issued by the Commission authorizing the Transactions.

(l) “Transaction Closing Date” shall mean the date that the Transaction to transfer Indian Point to NAMCo closes.

DESCRIPTION OF TRANSACTIONS

As described in detail in the joint petition described *infra*, Joint Petitioners have proposed a two-part transaction (hereinafter, “Transactions” or “Transfers”). First, for internal business purposes designed to facilitate the second Transaction, discussed *infra*, Entergy plans to execute a series of internal reorganizational steps involving several indirect, wholly owned subsidiaries of Entergy Corporation.

Second, shortly thereafter, NAMCo will acquire 100% of the upstream membership interests in the companies owning Indian Point in a transfer pursuant to the terms of the Membership Interest Purchase and Sale Agreement (“MIPA”). Upon authorization of the Commission and following consummation of this second Transaction, Holtec Indian Point 2, LLC

("Holtec IP2") will become the upstream entity that owns IP Unit 1 and IP Unit 2, and Holtec Indian Point 3, LLC ("Holtec IP3") will be the upstream entity that owns IP Unit 3 and these entities will have all rights and assume all obligations concerning Indian Point.

PROCEDURAL SUMMARY

PSC Case 19-E-0730

On November 22, 2019, Joint Petitioners submitted a petition to the Commission concerning a series of transfers that would ultimately result in the indirect upstream transfer of the membership interests in the entities that own Indian Point from subsidiaries of Entergy to NAMCO (the "Joint Petition"). Specifically, the Joint Petition seeks a declaratory ruling from the Commission disclaiming jurisdiction or abstaining from review under NYPSL Section 70, or alternatively, an order under NYPSL Section 70 authorizing the Transfers to effectuate a prompt decommissioning plan ("DECON Plan"). Pursuant to its DECON Plan, HDI currently plans to complete the vast majority of the decommissioning at Indian Point (except for the ISFSI) and secure Partial Site Release by the end of 2036, and potentially as early as 2033. Joint Petitioners identified a closing date for the Transactions of May 2021 and requested Commission action by November, 2020. The Joint Petitioners submitted HDI's PSDAR and DCE in Case 19-E-0730 following their submission with the NRC on December 20, 2019.

In its initial notices issued in Case 19-E-0730, the Commission sought comment on a series of questions concerning the Joint Petition and Transfers, and set a time period to submit initial and reply comments; the public comment period was subsequently extended to afford interested parties additional time to complete their submissions.¹ Pursuant to the Notices, OAG, NYSDEC,

¹ See NYPSL Case 19-E-0730, *supra*, "Notice Seeking Comments" (dated January 17, 2020) (hereinafter, "January Notice"); NYPSL Case 19-E-0730, *supra*, "Notice Extending Comment Dates" (dated March 25, 2020) (hereinafter, taken collectively with the January Notice, the "Notices").

NYSERDA, Riverkeeper, and the Local Entities filed comments addressing the Joint Petition and NYSDPS questions set forth in the January Notice by May 7, 2020. Comments concerning these matters were also submitted in the public comment file for Case 19-E-0730 by citizens, a number of organizations and other entities, including the unions representing Indian Point employees, elected officials, certain business organizations, and the trade association representing wholesale generators in New York. On May 28, 2020, Joint Petitioners filed reply comments in accordance with the Notices.

Joint Petitioners have agreed with DPS Staff to characterize information requests issued by DPS Staff as informal discovery and have provided responses thereto to DPS Staff, OAG, and NYSERDA for their use only and solely in connection with Case 19-E-0730 to facilitate their assessment of the Joint Petition. Such responses to informal discovery were provided to these parties pursuant to, and in accordance with, the revised protective order issued by the Commission's Records Access Officer on March 10, 2020 (the "Revised Protective Order").

In addition, on October 26, 2020, Joint Petitioners filed and served a letter in Case 19-E-0730 specifying that, subject to expressly reserving all of their rights and fully preserving each of their claims and positions, Joint Petitioners would voluntarily consent to undertake discovery utilizing the same informal process with all parties to Case 19-E-0730, notwithstanding its current procedural status subject to, and in accordance with, the terms of the Revised Protective Order. Since that time, DPS Staff has issued additional information requests under this informal discovery process to which responses were provided to DPS Staff, the OAG, and NYSERDA pursuant to, and in accordance with, the Revised Protective Order. Joint Petitioners have not received discovery requests from any other party to Case 19-E-0730.

On February 23, 2021, two public statement hearings were held using a virtual structure with participation by over 150 individuals, elected officials, and organizations. Additional written comments were submitted in the public file in Case 19-E-0730 thereafter. On March 19, 2021, DPS Staff filed and served a notice advising all parties to Case 19-E-0730 of impending settlement negotiations. Settlement conferences began on March 24, 2021 and continued through April 12, 2021.² Parties participating in settlement negotiations executed a confidentiality agreement. Due to social distancing restrictions in effect to address the novel coronavirus pandemic, all negotiations were held utilizing video conference devices via WebEx with teleconference capabilities also provided to accommodate all interested parties. Responses to the subset of DPS Staff Information Requests that did not require the release of trade secret or confidential commercial information along with certain publicly available documents and drafts of a joint proposal were provided to parties that executed the confidentiality agreement governing the settlement negotiations via a secured data room. All settlement negotiations were scheduled and conducted consistent with the Commission's Settlement Rules.³

Nuclear Regulatory Commission, Indian Point Nuclear Generating Units 1, 2 and 3; Docket Nos. 50-3, 50-247 and 50-286; Provisional Operating License No. DPR-5; Renewed Facility Operating License Nos. DPR-26 and DPR-64

On November 22, 2019, concurrently with the submission of their Joint Petition filed with the PSC, Entergy and HDI filed a joint application to transfer control of the NRC licenses for IP Unit 1, IP Unit 2 and IP Unit 3, including the general license for the ISFSI, from the current owners

² The Signatory Entities recognize and agree that the DEC Order, the Local Government Entities MOU and the Emergency Management and Response provisions were all matters under the jurisdiction of State agencies and local authorities that were properly negotiated outside these settlement negotiations in Case 19-E-0730. The Signatory Entities further agree that the provisions that were reached in each context further contributed to a finding in this case that the Transfers were in the public interest and, for that reason, have either been incorporated by reference and fully made a part hereof or encompassed within text of this agreement.

³ Formal settlement negotiations were conducted, and the terms of this Joint Proposal are, consistent with the Commission's settlement guidelines established in the Commission's order issued in NYPSC Case 92-M-0138 and Section 3.9(d) of its Rules and Regulations, collectively referred to herein as "Settlement Rules."

to Holtec subsidiaries to be known as Holtec IP 2 and Holtec IP 3, and to transfer operating authority from Entergy Nuclear Operations, Inc. (“ENOI”) to HDI (“Indian Point LTA”) (NRC ADAMS Accession No. ML19326B953). Thereafter, on December 20, 2019, HDI submitted its PSDAR and DCE to the NRC. In its PSDAR and DCE, HDI detailed the efforts to be undertaken, estimated costs and projected timeline to implement its DECON Plan to complete radiological decommissioning of Indian Point (except for the ISFSI) and to secure Partial Site Release by the end of 2036 and potentially as early as 2033, which was consistent with the time frame set forth in the Joint Petition. HDI specified in its filings that implementation of its PSDAR was contingent on, *inter alia*, timely receipt of required regulatory approvals, transfer of the Indian Point licenses and closing the Transactions.

On February 12, 2020, HDI submitted a request to the NRC for exemptions to NRC regulations to allow it to utilize the Decommissioning Trust Fund for the management of spent nuclear fuel and site restoration costs for Indian Point. The spent fuel must be removed from the spent fuel pools to dry storage to implement the DECON Plan and complete decommissioning. Also on February 12, 2020, the State of New York, represented by OAG; Riverkeeper; and, jointly, the Local Entities; all parties to Case 19-E-0730, filed petitions in the Indian Point LTA proceeding seeking intervention and an adjudicatory hearing.

On November 23, 2020, NRC Staff confirmed it had completed its review of the Indian Point LTA, issued a safety evaluation with its technical findings, and issued an order consenting to the Indian Point license transfers on terms similar to those applied in other NRC license transfer proceedings. On the same date, the NRC staff granted HDI’s exemption request based on its findings concerning the adequacy of funding in the Decommissioning Trust Fund. Joint Petitioners filed and served these orders in Case 19-E-0730.

Thereafter, based on the record before it, the NRC Commissioners, with two Commissioners dissenting in part, issued an order on January 15, 2021, denying requests for a hearing in the Indian Point LTA proceeding and terminating consideration thereunder. On January 22, 2021, OAG filed a petition for review of these three actions in the United States Court of Appeals for the D.C. Circuit (Case No. 21-1037). On February 18, 2021, ENIP2, ENIP3, ENOI, HDI and Holtec International moved to intervene in the proceeding. On March 3, 2021 and March 5, 2021, respectively, Riverkeeper and the Local Entities each filed a petition for review of these three actions in the D.C. Circuit (Case Nos. 21-1080 and 21-1084, respectively). The D.C. Circuit subsequently consolidated these appeals and set deadlines for early April 2021 for initial procedural filings (collectively, the “Consolidated D.C. Circuit Litigation”).

I. GENERAL PROVISIONS

A. The Signatory Entities expressly present the Joint Proposal as a complete resolution of all issues in Case 19-E-0730. It is understood that each provision of this Joint Proposal is in consideration and support of all other provisions therein and is expressly conditioned upon, and remains effective with, acceptance of the terms of this Joint Proposal in full by the Commission, without further modification, and Commission authorization of the Transactions under NYPSL Section 70. The Signatory Entities agree to the submission of this Joint Proposal to the Commission along with a request that the Commission accept the terms and provisions of this Joint Proposal as set forth herein in their entirety. If the Commission does not adopt the terms of this Joint Proposal without modification, find the Transactions are in the public interest, and authorize them based on the record in Case 19-E-0730, the parties to Case 19-E-0730 reserve their rights to pursue their respective litigation positions in Case 19-E-0730 without prejudice.

B. This Joint Proposal, which by its express terms incorporates in their entirety the terms of the DEC Order and the terms of the Local Government Entities MOU, made fully a part

hereof, contains the entire agreement of the Signatory Entities regarding the matters contained herein and expressly supersedes and replaces any and all prior or contemporaneous written and verbal agreements or understandings.

C. The discussions that produced this Joint Proposal have been conducted with the explicit understanding, pursuant to the Settlement Rules, that any discussions and information shared among the Signatory Entities with respect to this Joint Proposal prior to its execution and filing shall be kept confidential and shall not be subject to discovery or admissible as evidence.

D. The Signatory Entities agree that the list of responses to informal discovery set forth in Attachment C, attached hereto and made a part hereof, the substance of which is to be included herein to further support the record in Case 19-E-0730.⁴ Entergy and Holtec each represent and warrant to every other Party that their respective individual responses to these informal discovery requests and the Joint Petitioners represent and warrant that their joint responses to these informal discovery requests are true and accurate as of the date on which each response was provided either individually or jointly.

E. The Signatory Entities further agree that the Transactions are subject to Commission authorization under NYPSL Section 70 and that the record in this proceeding, inclusive of the Joint Petition and this Joint Proposal, demonstrates that the Transactions are in the public interest and fully supports Commission authorization thereof under NYPSL Section 70. Consistent with the public interest standard applied by the Commission for merchant transfers, there are no market power issues given that the generating units will be permanently retired on the Transaction Closing Date, the proposed transaction as well as the financial assurance and reporting

⁴ The subset of responses to information requests containing trade secret and/or confidential commercial information have previously been provided to, and remain in the possession of, the Records Access Officer. A request for exception from disclosure will be submitted herewith by the Joint Petitioners and the substance of such responses are incorporated by reference herein.

conditions contained in this Joint Proposal support the decommissioning and site restoration of Indian Point as well as the management of spent fuel stored at the Site, and the financial wherewithal and technical capability requirements have been satisfied.

F. The Signatory Parties further agree that issues raised in this proceeding were resolved through good-faith negotiations. They further agree that the resolution of the issues is consistent with law, falls within the range of reasonable outcomes, compares favorably with the likely result of full litigation, and has a rational basis supported by a complete record. The Signatory Parties submit that this Joint Proposal gives fair and reasonable consideration to the interests of all parties and that its approval by the Commission is in the public interest. The Joint Proposal is consistent with sound environmental, social, and economic policies of the Commission and the State.

G. The Signatory Entities recognize that certain provisions of this Joint Proposal contemplate actions to be taken in the future to effectuate fully this Joint Proposal. Accordingly, the Signatory Entities agree to cooperate with each other in good faith in taking such actions.

H. In the event of any disagreement over the interpretation of this Joint Proposal or implementation of any of the provisions of this Joint Proposal, which cannot be resolved informally among the Signatory Entities, such disagreement shall be resolved in the following manner: (a) the Signatory Entities shall promptly convene a conference and in good faith attempt to resolve any such disagreement; and (b) if any such disagreement cannot be resolved by the Signatory Entities, the Signatory Entities hereby reserve all of their rights to take any action available to them under the Joint Proposal or otherwise to resolve such disagreement as further addressed *infra* in Section III.

I. This Joint Proposal is being executed in counterpart originals and shall be binding on all Signatory Entities upon execution of said counterparts.

J. This Joint Proposal represents a negotiated agreement and the terms and provisions of this Joint Proposal apply to, and are binding on, each Signatory Entity solely in the context of the matters addressed in Case 19-E-0730. This Joint Proposal shall also apply to, and bind, any successors or assigns of the Signatory Entities and any person or entity acting by, for, or through such successors or assigns. None of the positions taken herein by any Signatory Entity, including agreement to the terms and provisions of this Joint Proposal, may be cited or relied upon in any fashion as precedent in any other proceeding before this Commission or before any other regulatory agency or any court of law for any purpose, except in furtherance of ensuring the effectuation of the purposes of, and results intended by, this Joint Proposal, including, but not limited to, the closing of the Transactions.

K. Holtec shall not transfer by sale or by lease the whole or any part of its interest in Indian Point without giving the Signatory Entities at least one hundred eighty (180) days prior notice. No transfer in ownership, management, or operation of Indian Point, or any portion thereof, shall relieve Holtec or its managers, officers, directors, agents, successors, assigns, heirs, and/or servants of any obligation under this Joint Proposal unless:

- (1) The proposed transferee agrees, in writing, to undertake the obligations required by this Joint Proposal and to be substituted for Holtec,
- (2) The proposed transferee obtains all necessary NRC approvals for license transfer, permits, or other required authorizations, if applicable,

(3) The proposed transferee maintains all required financial assurance as described in this Joint Proposal at the time of transfer and any financial assurance and liability insurance required into the future, and

(4) The proposed transferee commits to maintaining competent, qualified Site management.

The notice required in this Paragraph must be in writing, and identify the transferee and the nature and proposed, or actual, date of the conveyance, and must notify the transferee in writing, with a copy to the Signatory Entities, of the applicability of this Joint Proposal.

The restrictions and requirements set forth in (1)-(4) above are not meant to apply to leases for (i) use of some or all of the administration building or training center, or (ii) other short-term leases of one year or less for a portion of the Site, provided in all cases the lessee is not expected to cause adverse material environmental impacts to the Site. Holtec will provide notice to the Signatory Entities of such leases as soon as reasonably possible.

L. The Signatory Entities acknowledge that the State and local governments are subject to the public information requirements of FOIL, and that requests for information pursuant to FOIL will be submitted to, and require responses from, the State and local governments. In some cases, public information requests may seek materials that Holtec believes to be trade secret and/or confidential commercial information. The Signatory Entities agree that, upon the receipt of such request, the affected Governmental Entities will notify Holtec and take the steps as set forth in Section 6-1.3 of the Commission's Rules and Regulations and Title 16 of the Public Officers Law.

M. Nothing in this Joint Proposal shall affect, restrict, or limit the jurisdiction or regulatory authority of any State or federal agencies over Holtec or Indian Point, including any

authority to access the Site (subject to security protocols) to review compliance with laws, regulations, licenses and permits within their respective jurisdiction. The Signatory Entities acknowledge and agree that the Joint Proposal is entered into with a full reservation of each Signatory Entity's respective rights under federal and State law and regulations. Nothing in this Agreement shall be interpreted as prohibiting or restricting Holtec from complying with any requirements or orders of the NRC, the NYSDEC, any obligation under the Indian Point licenses or any other federal or State law or regulation.

II. SPECIFIC TERMS OF AGREEMENT AND CONDITIONS

In consideration of the promises and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Signatory Entities, intending to be legally bound and intending for this Joint Proposal to represent a final and fully enforceable settlement agreement, hereby agree as follows:

A. Financial Assurance Mechanisms

1. Minimum Trust Balance Prior To Partial Site Release

Holtec agrees to maintain a minimum balance of no less than a total of \$400M in the Decommissioning Trust Fund for 10 years following the Transaction Closing Date. Holtec further agrees to maintain a minimum balance of no less than a total of \$360M in the Decommissioning Trust Fund until Partial Site Release, which balance will be subject to adjustment following Partial Site Release as set forth in subsection (2) below.

To assure the pre-Partial Site Release minimum balances described in this subsection (1) are appropriately adjusted for impacts from inflation, Holtec, OAG, and NYSDPS agree to meet before the tenth anniversary of the Transaction Closing Date to determine a mutually agreeable inflationary adjustment to those minimum balances. If Holtec, OAG, and NYSDPS fail to reach agreement on a mutually acceptable mechanism for inflationary adjustment, Holtec will apply the

Producer Price Index (“PPI”): Waste Collection and Remediation Services [WPU50], as determined by the United States Bureau of Labor Statistics, to the pre-Partial Site Release minimum balances no later than 10 years after the Transaction Closing Date. If inflation is less than 1 percent, the parties agree that no adjustment will be required. This obligation will terminate at Partial Site Release.

Within 30 days following the Transaction Closing Date, Holtec will provide NYSDPS, NYSERDA, and OAG with an updated Decommissioning Trust Fund balance and copies of all current trust agreements.

2. Minimum Trust Balance Following Partial Site Release

At Partial Site Release, the \$360M Decommissioning Trust Fund minimum balance will be adjusted to provide financial assurance for costs associated with: (i) transferring spent nuclear fuel and GTCC waste from the Site; (ii) disposal of GTCC waste; (iii) ISFSI decommissioning and site restoration (with consideration given to amounts reasonably expected to be reimbursed by DOE); and (iv) any remaining radiological cleanup necessary to meet the State 10-mrem standard as required under the DEC Order (“Post-Partial Site Release Minimum Balance”). The Post-Partial Site Release Minimum Balance will be calculated using the costs reflected in HDI’s then-current NRC Decommissioning Funding Status Reports, as well as an estimate of the cost to complete radiological remediation to the State’s 10-mrem standard prepared by Holtec and approved by NYSDEC. The Post-Partial Site Release Minimum Balance (and any annual recalculation thereof under this subsection (2)) will be effective thirty (30) days after Holtec provides notice of the calculated (or recalculated) amount to NYSDPS, OAG and NYSERDA. Holtec agrees that the State may request additional information supporting the calculated amount and that Holtec will not unreasonably deny such requests nor delay its response.

The Post-Partial Site Release Minimum Balance will remain in the Decommissioning Trust Fund until the later of (i) NYSDEC's issuance of the Satisfactory Completion Letter referenced in Section VIII of the DEC Order or (ii) License Termination; provided, however, that the Post-Partial Site Release Minimum Balance will be subject to annual adjustment, either up or down, based on the estimated future costs for the activities described in this subsection (2) as reflected in HDI's most current NRC Decommissioning Funding Status Reports and/or cost estimates for additional radiological decommissioning prepared by Holtec and approved by NYDEC.

3. Department of Energy Litigation Recoveries

Within 5 years of license transfer, Holtec agrees to file a complaint against DOE for the recovery of all spent fuel management costs incurred after the Transaction Closing Date that are ascertainable at that time. Thereafter, Holtec agrees to seek spent fuel management cost recovery from DOE at recurring intervals not to exceed 5 years. Holtec agrees to deposit no less than 50 percent of each DOE recovery in a dedicated subaccount within the Decommissioning Trust Fund. These DOE recoveries will remain in the Decommissioning Trust Fund until Partial Site Release unless all other Decommissioning Trust Fund monies have been exhausted.

If, during either of the periods described in subsection (1) above, Holtec projects, based on its NRC Decommissioning Funding Status Report or otherwise, that the Decommissioning Trust Fund minimum balance will fall below the prescribed amount, Holtec agrees: (i) to continue depositing 50 percent of future DOE recoveries into the dedicated subaccount as described in the preceding paragraph of this subsection (3) and (ii) to deposit in the Decommissioning Trust Fund so much of the remaining 50 percent of such DOE recoveries as is necessary to ensure that the applicable Decommissioning Trust Fund minimum balance is maintained.

After Partial Site Release, if Holtec projects that the Decommissioning Trust Fund balance will fall below the Post-Partial Site Release Minimum Balance, Holtec agrees to deposit funds in an amount necessary to ensure that the Post-Partial Site Release Minimum Balance is maintained. With respect to the DOE reimbursement litigation, until Partial Site Release Holtec will provide to OAG: (1) notice and copies of its filings upon filing a notice of claim, complaint, and/or petition seeking cost recovery from DOE; (2) copies of settlements, court decisions, and funding transmission documents that delineate when and in what amount Holtec's spent fuel management costs are recovered; and (3) copies of transmission documents showing deposit of 50 percent of Holtec's DOE recoveries into the Decommissioning Trust Fund subaccount described in this subsection (3).

4. DEC Order for Site Restoration

As set forth in Attachment A, and incorporated by reference herein and made fully a part hereof, the NYSDEC and Holtec have executed the DEC Order for the sole purpose of addressing site restoration at Indian Point, which HDI expects to conduct largely at the same time it completes radiological decommissioning as described in the PSDAR and DCE. The site restoration will be conducted pursuant to NYSDEC authority under ECL Articles 3; 27, Titles 9 and 13, and implementing regulations in 6 NYCRR Parts 373-376; Article 71, Title 27 and Navigation Law Article 12. As set forth in the DEC Order, separate and apart from conducting radiological decommissioning to the 25 millirem/year standard required by, and performed under the jurisdiction of the NRC, Holtec will also conduct comprehensive site investigation, characterization, remediation and restoration activities for non-radiological hazardous waste and contaminants. As set forth in the DEC Order, after HDI completes necessary characterization and investigation at the Site, it shall evaluate the remediation of the Site or a partial part thereof to "unrestricted" (aka "greenfield") status. The DEC Order also requires HDI to remediate

radiological contamination below the NRC 25 millirem/year site release standard to the State guidance of 10 millirem/year (or equivalent as determined by NYSDEC) if not met at the time of Partial Site Release.

As provided in Section II of the DEC Order, Holtec will establish restoration-specific, third-party financial assurance in the amount of \$110.593M, with the NYSDEC named as beneficiary. This financial assurance is required so long as the DEC Order remains in effect, subject to certain adjustments, as set forth therein.

In addition, Holtec will obtain and maintain \$30M in pollution liability insurance to offset costs arising from the discovery of previously unknown releases of hazardous substances. As set forth in Section II of the DEC Order, the pollution insurance will be required until NYSDEC issues a Satisfactory Completion Letter, subject to certain possible adjustments, as set forth therein.

The DEC Order also establishes processes for site investigation and characterization, remedy selection, and public participation.

As specified in the ACO, NYSDEC has agreed to the transfer of existing regulatory permits from Entergy entities to the new owners/operators on the Transaction Closing Date.

B. Project and Financial Reporting

1. Monthly Project Meetings

Subject to Site security protocols, Holtec agrees to accommodate staff representation by the OAG, NYSDEC, NYSDOH, NYSERDA, NYSDHSES, NYSDPS, Westchester County, and/or Local Entities at the Site's monthly project update meetings ("Monthly Project Meetings"); provided that participation across all these entities is limited to a maximum of two State staff representatives, one Local Entities representative and one Westchester County representative per meeting and provided further that, depending on the scope of ongoing work at Indian Point, one

additional staff representative from one of the State agencies identified in this section may request to participate in a specific meeting which request shall be considered by Holtec in good faith. These meetings will be conducted through Partial Site Release, either in-person (typically at the Site) or virtually, and may be rescheduled from time-to-time for good cause.

Subject to the development of protocols to maintain the confidentiality of Holtec's trade secret and/or confidential commercial information, a written monthly progress report will be provided to the State and Local Government Representatives in connection with the monthly meetings and the State and Local Government Representatives may retain them in their respective records in a manner consistent with established confidentiality protocols. The confidential, written monthly reports must, at a minimum, include a description of the following: (i) safety record; (ii) status of major activities including, but not limited to, reactor segmentation, building demolition, spent nuclear fuel loading and waste management, as applicable, and a description of any significant changes impacting the project's overall schedule or estimated cost; (iii), project schedule including but not limited to, an updated Waterfall or Gantt-style graphic schedule depicting the status of the major work streams and tasks; (iv) a comparison of budgeted costs against actual costs); and (v) status of regulatory assurance submittals/activities. The monthly reports will typically report on progress through the end of the preceding month.

2. Annual NRC Submittal

On or before March 31 each year, Holtec shall provide copies to NYSDPS, OAG, NYSDEC, NYSERDA, the Local Entities and Westchester County of HDI's annual decommissioning and spent nuclear fuel management funding assurance reports filed with the NRC pursuant to 10 C.F.R. § 50.75(f)(1) and 10 C.F.R. § 50.82(a)(8)(v). The NRC Decommissioning Funding Status Reports shall provide detailed information concerning: (1) the

amount spent on decommissioning, both cumulative and over the previous calendar year, and the remaining balance of any decommissioning funds; (2) an estimate of the costs to complete decommissioning, reflecting any difference between actual and estimated costs for work performed during the year, and the decommissioning criteria on which the estimate is based; (3) any modifications to a licensee's current method of providing financial assurance since the last submitted report; and (4) any material changes to trust agreements or financial assurance contracts. Holtec also agrees to provide copies to NYSDPS, OAG, NYSDEC, NYSERDA, the Local Entities and Westchester County of annual reports submitted to NRC by March 31 each year pursuant to 10 C.F.R. § 50.82(a)(8)(vii), including detailed information concerning: (1) the amount of funds accumulated to cover the cost of managing the irradiated fuel; (2) the projected cost of managing irradiated fuel until title to the fuel and possession of the fuel is transferred to the Secretary of Energy; and (3) if the funds accumulated do not cover the projected cost, a plan to obtain additional funds to cover the cost. Holtec shall provide copies to NYSDPS, OAG, NYSDEC, NYSERDA, the Local Entities and Westchester County of Holtec's NRC Decommissioning Funding Plan submitted to the NRC pursuant to 10 C.F.R. § 72.30(b) within fourteen (14) days of submittal. The NRC Decommissioning Funding Plan must include a detailed decommissioning cost estimate reflecting: (1) the cost of an independent contractor to perform all decommissioning activities; (2) an adequate contingency factor; and (3) the cost of meeting the unrestricted use criteria. Following the submission of reports, Holtec agrees to participate in a meeting, upon request with staff from NYSDPS, OAG, NYSERDA, NYSDEC, the Local Entities and Westchester County to answer questions regarding these reports.

If the deadline for the submittal of any reports mentioned in this Paragraph to the NRC changes, Holtec's obligation under this Section II.B shall correspondingly be modified to match the submittal date required by the NRC.

3. Mid-Year Reporting

To further facilitate monitoring the Trust Fund(s), financial assurance, and other matters, Holtec also agrees, subject to the development of protocols to maintain the confidentiality of Holtec's trade secret and/or confidential commercial information, to the following:

(A) On or before August 30, or at another mutually agreed time, HDI's Chief Investment Officer and Chief Operating Officer (or other comparable positions) will meet with staff from NYSDPS, OAG, NYSERDA, NYSDEC and Westchester County (no more than one staff member from each). The meeting will cover the following topics:

- (1) the Trust Fund balances;
- (2) a description of any changes in the Trust Fund balances since Holtec's most recent NRC Decommissioning Funding Status Report;
- (3) a description of the Trust Fund investment types;
- (4) a description of Trust Fund withdrawals made for the following categories: (a) site restoration, (b) radiological decommissioning, and (c) spent fuel management, and
- (5) the status of the third-party surety and environmental insurance required by the DEC Order and any efforts, including, but not limited to, litigation or administrative actions, to recover money from DOE related to spent fuel management.

Regarding (A)(4) above, it is understood that HDI will be preliminarily reporting on the categorization of the withdrawal amounts, subject to final reconciliation in the NRC Decommissioning Funding Status Report.

B. HDI will provide staff with written documentation in the form of a report of each of the areas discussed at the meeting.

C. NYSDHSES Emergency Management and Response

Holtec will provide annual agency funding for IP Unit 2 and IP Unit 3 as follows:

State Fiscal Year(s)	Annual Amount, subject to Executive Law §29-c
Apr 2021-Mar 2022	\$1,000,000 for Unit 2 and \$1,000,000 for Unit 3 (\$2M aggregate)
Apr 2022-Mar 2023	<p>\$1,000,000 for Unit 2 and \$1,000,000 for Unit 3 up to \$2M aggregate, unless the follow occurs per unit:</p> <ul style="list-style-type: none"> • If all the fuel is at the ISFSI by April 1, 2022, then \$250,000; • If all fuel on ISFSI by Sept 30, 2022, then \$500,000; • If all fuel on ISFSI by Dec 31, 2022 = \$750,000.
Apr 2023 – Mar 2024	<p>\$1,000,000 for Unit 2 and \$1,000,000 for Unit 3 (up to \$2M aggregate), unless the follow occurs per unit:</p> <ul style="list-style-type: none"> • If all the fuel is at the ISFSI by April 1, 2023, then \$250,000; • If all fuel on ISFSI by Sept 30, 2023 then \$500,000;

	<ul style="list-style-type: none"> • If all fuel on ISFSI by Dec 31, 2023 = \$750,000.
Apr 2024 – Mar 2025	\$500,000
Apr 2025-Mar 2026 and subsequent years ending with the fiscal year in which Partial Site Release occurs	\$100,000
The year following Partial Site Release until the fiscal year in which License Termination occurs	\$25,000 annually

In addition, Holtec agrees to the following commitments:

1. Westchester County Coordinator

a. Funding

- i. Until the spent nuclear fuel is placed on the ISFSI, Holtec agrees to a two-year commitment to fund Westchester County which shall be set at \$50,000 for fiscal year 2022 and \$35,000 for fiscal year 2023 in consideration of the County Coordinator performing its emergency preparedness responsibilities.

b. Payment Terms

- i. HDI agrees to make any NYSDHSES and Westchester County payments within 45 days of receipt of an annual invoice from NYSDHSES and Westchester County.

2. Contacts for Emergency Response

a. Chain of Command

- i. HDI will communicate to NYSDHSES, NYSDPS and Westchester County the Site’s chain of command, including emergency response contacts.

- b. Knowledge of Rad Systems
 - i. HDI will identify to NYSDHSES, NYSDPS and Westchester County someone from the Site with direct knowledge of Indian Point's radiological systems and equipment.
- c. Dose Projections
 - i. HDI will identify to NYSDHSES, NYSDPS and Westchester County qualified personnel responsible for making offsite dose projections and coordinate the development of dose projections with the State and local assessment teams.
 - ii. This requirement ends once all fuel is on the ISFSI.
- d. Designated Spokesperson
 - i. HDI will designate for NYSDHSES, NYSDPS and Westchester County a spokesperson with access to all necessary information.
- e. Notice of Personnel Changes
 - i. Holtec will notify New York State OEM's Chief of Radiological Emergency Preparedness Program and Westchester County OEM of any changes in the above personnel verbally within 10 days and in writing within 30 days.
- f. Access to Control Room
 - i. Designated representatives of NYSDHSES and NYSDPS will be provided access to the Indian Point control room(s) until removed from service.
 - ii. Unescorted (i.e., badged) access is permitted if certain requirements are met. This applies to all contractors.

- iii. NYSDHSES and NYSDPS understand that the Control Room will still be considered a Vital Area with limited access. NYSDHSES and NYSDPS will provide in writing the names of personnel who require this access (no more than 3 people) and their unescorted access badges will be given the appropriate Access Level.
- g. General Site Access
 - i. Designated representatives of NYSDHSES and NYSDPS will be provided unescorted site access.
 - ii. Unescorted (i.e., badged) access is permitted if certain requirements are met. (This applies to all contractors.)
- h. Offsite Response Organizations (“OROs”)
 - i. HDI will make provisions in consultation with NYSDHSES, NYSDPS and Westchester County to enable onsite response support from OROs in the event of an emergency, including a hostile action-based incident.
 - ii. More specifically, OROs mean Westchester County OEM, law enforcement, fire, ambulance, and EMT.
- i. Length of Requirement
 - i. Unless otherwise noted, these obligations will end when all spent nuclear fuel is removed from the Site.

3. Meteorological & Other Data

- a. Daily Summaries
 - i. HDI will continue to monitor and provide daily summaries of Indian Point’s Meteorological and Effluent and Safety Data. Data will include wind speed,

direction and temperature, ventilation exhaust monitoring, and area radiation monitoring

- ii. With respect to the spent fuel pools, HDI will provide temperature data on a weekly basis (showing the temperature for each day). In addition, HDI will notify NYSDHSES, NYSDPS and Westchester County of any “low level” alarms as part of its reporting obligations.
 - iii. HDI will provide NYSDHSES, NYSDPS and Westchester County with remote access to the information they currently receive, however, fuel pool information will be provided by email or other mutually agreed method.
 - iv. Requirement ends once all the fuel is on the ISFSI.
- b. Towers/Equipment
- i. On-site equipment for collecting the meteorological data must be maintained on-site until all fuel is on the ISFSI.
 - ii. If the meteorological data is temporarily not available, Holtec may use meteorological data collected by the National Weather Service.
- c. Data for OROs
- i. HDI will provide the OROs with remote access to agreed-upon meteorological and other reasonably requested data.
 - ii. HDI will provide OROs remote access to the information they currently receive.
- d. Active Rad Monitoring
- i. HDI will provide the ORO’s with remote access to agreed-upon offsite active radiological monitoring equipment.

- ii. Active monitoring will end after all the fuel is on the ISFSI; thereafter passive “TLDs” will be used.

4. Meetings

a. Frequency & Purpose

- i. Indian Point staff will meet quarterly with NYSDHSES, NYSDPS and local ORO’s to (1) coordinate schedules for drills and exercises, (2) review and discuss any changes to the onsite security plan or the State and local ORO’s offsite response plan, and (3) ensure communication is maintained.
- ii. DHSES will coordinate these meetings.
- iii. Quarterly meetings end once the fuel is on the ISFSI; thereafter, there will be an annual meeting unless otherwise mutually agreed.

5. Communications Hardware

a. 24-Hour Monitoring

- i. HDI will provide for 24-hour manning of communications links.
- ii. Requirement continues past fuel on the ISFSI.

b. Primary/Alternate Communications

- i. HDI will maintain primary and alternate communication with NYSDHSES, Westchester and Rockland Counties. Primary communications will be through the existing Radiological Emergency Communication System (RECS) or a comparable dedicated system, and backup communications will be determined by the parties.
- ii. Requirement ends once all fuel is on the ISFSI.

c. 1 Hour Notice of Emergency Event

- i. Holtec shall notify NYSDHSES, NYSDPS, Westchester and Rockland Counties within 1 hour of initiation of any emergency event through the currently established means of communication with NYSDHSES, Westchester and Rockland Counties so that the ORO's can take appropriate actions to notify the public, including sending Wireless Emergency Alerts (or equivalent) if the circumstances justify sending such alerts.
 - ii. Requirement ends once all fuel is on the ISFSI.
 - d. Monthly Testing
 - i. Holtec shall test communications capabilities monthly until all the fuel is on the ISFSI.
 - e. ISFSI
 - i. After all fuel is at the ISFSI, the Site will continue to maintain primary (landline) and alternate (mobile phone) means of communication with NYSDHSES, NYSDPS, Westchester and Rockland Counties. Primary communications will be through commercial phones and the backup will be determined by the parties.

6. Exercises

Holtec agrees to participate in annual exercises (on-site and off-site) until fuel is removed from the Site. The participants would include State and local first responders. The parties would mutually agree on the type and scale of exercises (e.g., seminar, workshop, tabletop, etc.) Commensurate with site risks, the type and scale of exercises will transition over time.

7. Public Alerts

Holtec will maintain the current public notification and information system until all fuel is on the ISFSI. After all the fuel is on the ISFSI, the current system will be retired and a replacement system will be implemented, which may include use of the State wireless emergency alerts and/or other radio and television broadcast systems. The parties will agree on the replacement system and transition details at least three months in advance of the estimated date for the changeover. NYSDHSES and Holtec agree to develop a plan for that replacement system. Holtec also agrees to fund certain transition enhancements for the replacement system.

8. Public Communications

a. Website Content

- i. HDI will provide the public with information on Indian Point's emergency plan through an external website maintained by HDI.
- ii. Requirement lasts until all fuel is removed from the Site.

9. Training

- a. HDI will support a training program for instructing and qualifying ORO's for onsite response support. Personnel to include police, security, medical and fire-fighting personnel. This training can be scaled as appropriate.
- b. Commensurate with Site risks, the type and scale of training will transition over time.

c. This requirement lasts until all the fuel is removed from the Site.

10. Fire Systems

DHSES and Holtec acknowledge that many changes to the Site's fire protection systems will occur throughout decommissioning (e.g., deactivation of fire systems as equipment is removed from service). Holtec agrees to maintain fire protection systems as designed, including, but not limited to, fire detection and alarm systems, sprinkler systems, standpipe systems, and fire separations, unless and until any changes to and/or reduction in capabilities of those systems are performed pursuant to a plan previously approved by NYSDHSES in consultation with local and County code enforcement and emergency response officials.

Holtec will prepare a plan for NYSDHSES review and approval with a schedule of activities and thresholds outlining, among other things, when Holtec can progress work with or without prior notice owed to, and approval received from, NYSDHSES. Any proposed changes to this plan shall be submitted to NYSDHSES at least 30 days in advance of when the work is scheduled to occur, unless mutually agreeable to both parties. NYSDHSES agrees not to unreasonably withhold or condition approvals. In addition, the plan will require NYSDHSES to make a decision on such matters within fifteen (15) days otherwise the matter will be deemed approved. For any denial, NYSDHSES shall state the basis for its decision.

Holtec agrees to provide quarterly progress report.

Holtec may request changes to the plan from time-to-time for good cause.

Holtec agrees to provide site access to a NYSDHSES representatives per Section I, M of this Joint Proposal.

The Signatory Entities agree that any of the measures set forth above may be adjusted for the purpose of practicality, and in the case of unforeseen need, as mutually agreed by HDI, NYS DHSES and Westchester County in writing.

D. State Monitoring

1. NYSDEC Oversight Over, and Ongoing State Review of, Indian Point Project

In accordance with the requirements set forth in Section XI of the DEC Order, Holtec agrees that its site restoration subject to State law and radiological decommissioning work to address the State guidance limits of 10 mrem or equivalent as determined by NYSDEC as set forth in Section II.A.4 above will be subject to ongoing oversight by NYSDEC and NYSDOH, and Holtec will provide annual funding for such NYSDEC oversight.

Further, to facilitate the State's implementation of this Joint Proposal under the NYPSL, Holtec will provide annual funding to supplement NYSDPS supervisory resources for NYSDPS equal to \$75,000 for the first six years following the Transaction Closing Date payable within 30 days of receipt of invoice.

2. NYSDPS Notification Requirements

Holtec agrees to provide notification to NYSDPS within one hour for the following events: any nuclear emergency (NRC Unusual Event or greater), fatal accident, any serious security threat to the Site and events likely to be reported immediately by any news organizations.

3. Decommissioning Oversight Board

The Signatory Entities recognize that NYSDPS has been tasked with developing a decommissioning oversight board. All parties agree that the State has the legal authority to form such a board. Holtec agrees not to oppose the fact that this board is being created, provided however, Holtec expressly reserves all of its rights to address its proposed composition, powers,

scope, and/or other responsibilities in relation to decommissioning of Indian Point. NYSDPS agrees to consider any submissions Holtec may make concerning the board and address concerns raised in good faith.

Holtec further agrees that it will meet with the board upon reasonable advance notice and it will address reasonable requests made by the board subject to the development of protocols to protect Holtec's confidential commercial information; provided, however, that nothing contained herein shall obligate Holtec to share trade secrets or proprietary intellectual property.

E. Schedule

As reflected in the Joint Petition, HDI continues to project that it will complete all radiological decommissioning and site restoration activities at Indian Point to achieve Partial Site Release (except for the ISFSI) by the end of 2036, and potentially as early as 2033. HDI further agrees that, absent a Force Majeure Event, HDI shall complete the transfer of spent nuclear fuel from the IP Unit 2 and Unit 3 spent fuel pools to the Indian Point ISFSI by December 31, 2024.

F. NYSERDA Leased Structures

NYSERDA, as its predecessor the New York State Atomic and Space and Development Authority, funded the construction of an outfall at the Site in the late 1960s in implementation of the portion of the 1968 State Power Program pertaining to environmental protection. NYSERDA has, since 1971, leased the outfall and affiliated underwater lands to the Indian Point licensee. The lease provides for assignment of its terms as of right, and as such, the parties expect the lease to be assigned to HDI upon license transfer and effectuation of the sale of the Site. The lease provides procedures for the disposition of the outfall structure and the underwater lands, and therefore no such requirements are imposed via this Joint Proposal. The Signatory Entities acknowledge that any relevant environmental regulatory actions imposed by NYSDEC, as addressed in the DEC Order, will be performed by the appropriate party to that agreement.

G. PILOT Memorandum of Understanding

Holtec, the Local Entities and Westchester County have undertaken good faith negotiations that have culminated in the execution of the Local Government Entities MOU memorializing certain commitments which is attached hereto as Attachment B and incorporated herein by reference.

H. Pipeline Safety

Holtec acknowledges the presence of the Algonquin Gas Transmission Company interstate gas transmission pipelines that traverse the Site as well as the Algonquin Incremental Market line in the vicinity of the Site. Holtec will provide notice of certain of its decommissioning activities with NYSDPS and pipeline owners and operators and commits to take the location of the pipelines into account during the decommissioning and site restoration activities and spent fuel management operations at Indian Point.

HDI or its decommissioning general contractor will:

(a) Provide five (5) business days advance notice to NYSDPS and Enbridge prior to remediation, excavation, or spent fuel management activity that may impact the gas transmission pipelines located within close proximity to the Site;

(b) Provide five (5) business days advance notice to NYSDPS and Enbridge for any decommissioning activity involving a heavy load pipeline crossing (e.g., retired steam generators, transformers, large contaminated components, etc.). Prior to beginning heavy load pipeline crossings, Holtec will consult with Enbridge to determine if any additional protection on the pipelines and/or pressure reductions on the pipelines are required during heavy load pipeline crossings. In addition, Holtec will consult with Enbridge to verify that

there will be no undue stresses on the pipeline as a result of the heavy load pipeline crossings;

(c) Provide ten (10) business days advance notice to NYSDPS and Enbridge for any decommissioning activity involving the use of dredging, blasting or other explosive demolition technologies at the Site;

(d) Maintain Emergency contact numbers for the gas pipeline operations control room at the Indian Point control room for use in the event of a gas emergency at or near the Site. Once Indian Point control rooms are no longer in operation, emergency contact numbers for the gas pipeline operations control room will be kept on Site.

I. Discontinuance of Judicial Proceedings.

Within 10 business days of the Commission's issuance of the PSC Order in Case 19-E-0730 accepting the terms of this Joint Proposal and authorizing the Transfers, all Signatory Entities who have initiated or intervened in the Consolidated D.C. Circuit Litigation hereby agree that they will immediately withdraw that litigation and all Signatory Entities hereby agree they will withdraw any and all court challenges filed by any Signatory Entity with respect to any Commission action and the PSC Order in Case 19-E-0730, or any action by the NRC with respect to the Transfers, including without limitation Case Nos. 21-1037, 21-1080 and 21-1084 pending before the D.C. Circuit. The OAG, Riverkeeper, and jointly, the Local Entities shall each submit a stipulation of dismissal of their respective petitions for review of the NRC decisions approving license transfer and regulatory exemptions, and denying the petitions for intervention and requests for hearing pending in the Consolidated D.C. Circuit Litigation voluntarily and without costs to any party. Thereafter, the Signatory Entities agree that no Signatory Entity shall initiate any new action opposing the Joint Petition or the Transfers before the Commission, the NRC, any other regulatory body, or court of law, nor will a Signatory Entity file any motion or take any other

action that would have the effect of delaying the resolution of the Joint Petition or completion of the Transfers themselves. This provision does not apply to any future enforcement of the Joint Proposal or the DEC Order before the PSC, NYSDEC, or in the State or federal courts consistent with the terms of the Joint Proposal and the DEC Order, respectively.

J. Public Information

Holtec will maintain a publicly facing web site to provide non-confidential project and Site information to the public. That information will include updates at least annually on project progress and a summary of work to be conducted in the next period. In addition, Holtec will post the most current Indian Point Emergency Plan and non-confidential filings with the NRC, DOE and the agencies of the State of New York, including NYSDEC, the New York State Department of Health (“NYSDOH”), NYSDPS and NYSDHSES.

Upon request, but no more than annually, Holtec will provide a written submittal to NYSDPS documenting the effectiveness of the publicly facing web site. This submittal will include metrics regarding usage, to the extent readily available, such as overall site traffic, average time on the site, average page views per visit, and website speed. These submittals will include a summary of public comments received by Holtec concerning the publicly facing web site.

K. Future State Legislation

If an act of the legislature for the State of New York requires Holtec to make any payment or payments to NYSDPS, NYDHSES, Westchester County or NYSDEC that duplicate the funding obligations described in the Joint Proposal or DEC Order, the Signatory Entities agree that such amounts set forth in the Joint Proposal or DEC Order shall be offset by the legislatively required payment(s) and Holtec shall be responsible under the Joint Proposal or DEC Order only for the remainder of the payment due thereunder.

III. ENFORCEMENT

A. Enforcement of this Joint Proposal as a component of the PSC Order may be sought administratively or, in the alternative, in any New York State or New York federal court of competent jurisdiction, and should the alternative be pursued, the Signatory Entities consent to such court's exclusive jurisdiction and venue and agree not to interpose any defenses to venue and not to raise any defense or motion alleging inconvenient forum. Holtec may request reasonable extensions of time from the PSC in the event that it cannot comply with a requirement of the PSC Order as a result of any Force Majeure Event. In the event of a Force Majeure Event, the procedural requirements described in Section XIII Force Majeure of the DEC Order shall be applicable. Enforcement of the DEC Order may be sought administratively or in any New York State or New York federal court of competent jurisdiction. Each Signatory Entity hereby fully reserves all rights under federal and State law and regulation.

B. As of the date of execution of this Joint Proposal, each Party to this Joint Proposal makes the following representations and warranties to every other Party:

1. Formation. Such Party is an entity validly existing under the Laws of the State of its formation and the State of New York.
2. Power and Authority. Such Party has all requisite power and authority to execute, deliver, and perform its obligations under this Joint Proposal and to consummate the transactions contemplated hereby. This Joint Proposal has been duly authorized and validly executed and delivered by such Party. All actions on the part of such Party necessary for the authorization, execution, and delivery of, and the performance of all obligations of such Party under, this Joint Proposal have been taken.

3. Enforceability. This Joint Proposal is a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, recognizing the Force Majeure Event provisions set forth herein; provided that, with respect to non-governmental parties, such enforceability may be limited by applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership, or similar laws affecting creditors' rights generally and by general principles of equity (whether considered at law or in equity).
4. No Contravention. The execution, delivery, and performance of this Joint Proposal by such Party do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other governmental authority applicable to such Party, or any of its assets or any contractual restriction binding on or affecting such Party or any of its assets.
5. Litigation. There is no pending action, suit, or governmental or agency (or utility) proceeding filed by a third party against such Party which questions the validity of this Joint Proposal or seeks to challenge or prohibit any action taken or to be taken by such Party pursuant to this Joint Proposal or in connection with the transactions contemplated hereby, and such Party has not received any written notice threatening any action, suit or other proceeding described in this Paragraph 5. Such Party is not subject to any judgment, order, or decree that restricts its ability to consummate the transactions contemplated by this Joint Proposal.

C. Any notice, communication, request, or demand pertaining to this Joint Proposal to or upon the Parties hereto to be effective shall be in writing and shall be deemed to have been duly given or made when delivered, given, or served by: (a) reputable overnight courier service

guaranteeing next day delivery, which notice shall be effective upon receipt; or (b) by email, sent with a read receipt requested, which notice shall be effective upon the date of confirmation of the read receipt, addressed as follows, or to such address as may be hereafter notified by the

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IV. ACKNOWLEDGEMENTS

A. The Signatory Entities acknowledge that each of the other Parties is giving up substantial rights (including, for Entergy, its lawful right to address decommissioning pursuant to, and in accordance with, NRC regulations including placing Indian Point in SAFSTOR; for Holtec, its acquiescence to accepting the conditions set forth herein as they apply to its lawful rights as owner and operator of Indian Point; and for the State, municipalities, PULP and Riverkeeper, their lawful rights to pursue existing and future regulatory and civil litigation actions) in consideration for the other Parties' performance of their respective obligations under this Joint Proposal, and that such forbearance constitutes substantial and sufficient consideration for the Parties' obligations set forth herein.

B. The Signatory Parties acknowledge that they are entering this Joint Proposal without regard to future events or circumstances, including political and social conditions, market conditions, prices or costs, change of law (other than a law prohibiting performance of a provision of this Joint Proposal), commencement of litigation or regulatory proceedings (other than an action by a Signatory Party that constitutes a breach), or outcome of any existing litigation or regulatory proceedings other than the withdrawal of such submissions as expressly covered by this Joint Proposal, or current circumstances that may not be fully known to them, and that future events or circumstances may occur, whether foreseeable or unforeseeable, and current circumstances unknown to them may exist, that could have a material adverse effect upon a Signatory Party's benefits or obligations under this Joint

Proposal. Accordingly, the Signatory Parties agree not to seek to avoid any obligations under this Joint Proposal because of any alleged unilateral or mutual mistake of fact, unconscionability of any provision hereof, frustration of purpose, impracticality, cost or difficulty of performance, restraint of trade or unfair trade practices. For avoidance of doubt, this Section B shall not be interpreted such as to deprive or impair a Party's rights with respect to Force Majeure Events or another Party's future act or omission that constitutes a breach of this Joint Proposal, as otherwise provided for in this Joint Proposal.

- C. Holtec has no present intention to site a new nuclear reactor at the Site, and it agrees that it will not propose the siting of new nuclear reactors at the Site unless the local governmental entities (Towns, Village, School District), the County and the State agree to support or not oppose such an application.

V. BENEFITS OF DECON PLAN

Holtec has proposed to cost effectively, safely, and expeditiously decommission Indian Point utilizing HDI's DECON Plan which the Signatory Parties agree will allow the Site to be decommissioned decades sooner than if it remained under Entergy ownership. In contrast, Entergy is not engaged in the decommissioning business and under continued Entergy ownership, a 60-year SAFSTOR approach would be pursued, and Indian Point would remain in a state precluding any significant alternative use and development for decades longer than under HDI's DECON Plan.

The Signatory Parties agree that HDI's DECON Plan-based decommissioning and release of the parcels at Indian Point for future re-use will yield considerable economic and environmental benefits for New Yorkers. First, prompt decommissioning will mean more well-paying jobs are retained at the Site, giving these employees and their families certainty as to their futures in New

York. The local communities and the State as a whole will also benefit when the Transfers are completed and the Transactions are closed. Specifically, HDI's DECON approach will accelerate Site release and reuse, restoring the property tax base for local communities, driving industry, encouraging new investment and innovation as the State implements its Green New Deal, and creating jobs in ways that would otherwise be unavailable. As the Indian Point Closure Task Force has expressly recognized, transferring ownership of nuclear sites to specialty decommissioning entities, like HDI, post-retirement would support prompt decommissioning.⁵ As the record reflects, the Transactions would permit Indian Point to be decommissioned decades sooner, with Partial Site Release (except for the ISFSI) projected by the end of 2036, and potentially as early as 2033.


VI. PROPOSED COMMISSION FINDINGS & AUTHORIZATION

The Signatory Entities hereby agree that the record in Case 19-E-0730 supports a Commission determination that the Transfers are in the public interest and the Joint Proposal is in the range of reasonable outcomes and compares favorably with the likely result of full litigation. Accordingly, the Signatory Entities recommend that the Commission authorize the Transfers pursuant to NYPSL Section 70 and in accordance with the Commission's Settlement Rules.

[Signatures on Next Pages]

⁵ See Indian Point Closure Task Force, Annual Report, (dated May 9, 2018) (hereinafter, "2018 Report"), available at <http://documents.dos.nv.gov/public/MatterManagement/CaseMaster.aspx?MatterCaseNo=17-00994&submit=Search>, at 25-26,

IN WITNESS WHEREOF, the Signatory Entities have this day signed and executed this Joint Proposal.



Entergy Nuclear Indian Point 2, LLC and Entergy
Nuclear Indian Point 3, LLC

Name: ANTHONY J. VITALE

Title: SVP - IPEC

Date: 4-14-21

IN WITNESS WHEREOF, the Signatory Entities have this day signed and executed this Joint Proposal.



Nuclear Asset Management Company, LLC

Name: Pamela B. Cowan

Title: Executive Committee Member

Date: 4/14/21

IN WITNESS WHEREOF, the Signatory Entities have this day signed and executed this Joint Proposal.

Pam B Cowan
Holtec Decommissioning International, LLC

Name: Pamela B Cowan

Title: COO & Senior VP

Date: 4/14/21

IN WITNESS WHEREOF, the Signatory Entities have this day signed and executed this Joint Proposal.



Staff of the New York State Department of Public Service

Name: JOHN SIPOS

Title: Deputy General Counsel

Date: April 14, 2021

IN WITNESS WHEREOF, the Signatory Entities have this day signed and executed this Joint Proposal.

LETITIA JAMES
New York State Attorney General



New York State Office of the Attorney General
Lisa M. Burianek, Deputy Bureau Chief
Joshua M. Tallent, AAG
Channing Wistar-Jones AAG
Environmental Protection Bureau
The Capitol
Albany, NY 12224
Lisa.Burianek@ag.ny.gov

Date: _____

April 14, 2021

IN WITNESS WHEREOF, the Signatory Entities have this day signed and executed this Joint Proposal.



New York State Department of Environmental
Conservation

Name: Basil Seggos

Title: Commissioner

Date: April 14, 2021

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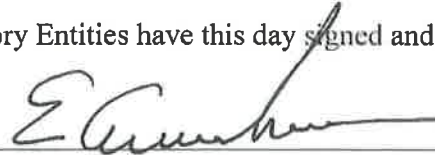
New York State Energy Research and Development
Authority

Name: Peter J. Costello

Title: General Counsel and Secretary

Date: April 14, 2021

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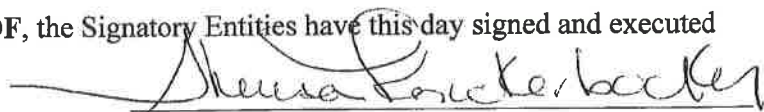
Hendrick Hudson School District (execution subject to ratification by applicable municipal governing body)

Name: ENRIQUE CATALAN

Title: ASSISTANT SUPERINTENDENT FOR BUSINESS

Date: 4/14/21

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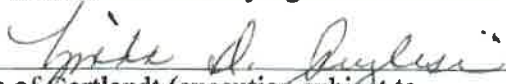
Village of Buchanan (execution subject to ratification by applicable municipal governing body)

Name: Theresa Knickerbocker

Title: mayor

Date: 4-14-21

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Town of Cortlandt (execution subject to ratification by applicable municipal governing body)

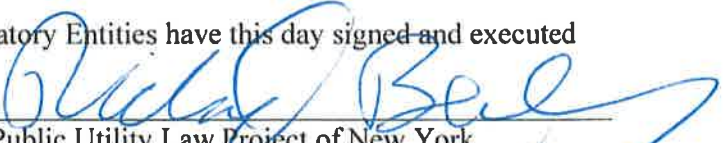
Name: Linda D. Puglisi

Title: Town Supervisor

Date: April 14, 2021

APPROVED
TOWN ATTORNEY
Date: 4/14/21


IN WITNESS WHEREOF, the Signatory Entities have this day signed and executed this Joint Proposal.


Public Utility Law Project of New York

Name: Richard Berkley

Title: Executive Director

Date: 4/14/21

IN WITNESS WHEREOF, the Signatory Entities have this day signed and executed this Joint Proposal.

Paul Gallay

Riverkeeper, Inc.

Name: Paul Gallay

Title: President and Hudson Riverkeeper

Date: April 14, 2021