

SETTLEMENT AGREEMENT

Made this 27<sup>th</sup> day of February, 1980, between the following parties: City of Lancaster ("City"), City of Lancaster Authority, Albert B. Wohlson, Jr., United States Nuclear Regulatory Commission ("NRC"), and Metropolitan Edison Company, Jersey Central Power & Light Company, and Pennsylvania Electric Company (the "utilities").

**WHEREAS:**

A. The parties are engaged in litigation in the U.S. District Court for the District of Columbia (City of Lancaster v. United States Nuclear Regulatory Commission, Civil Action No. 79-1368) (the "litigation"); and,

B. The parties desire to reach amicable settlement of this litigation;

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this agreement, counsel for the parties, specifically representing that each is acting as agent for a principal and has authority to bind such principal to the terms of this agreement by executing this agreement in his capacity as agent and representative, do hereby agree for the parties, their successors, principals and assigns, intending to be legally bound as follows:

1. The NRC will prepare the Programmatic Environmental Impact Statement which it committed itself to prepare in its November 21, 1979 Statement of Policy and Notice of Intent to Prepare a Programmatic Environmental Impact Statement.

2. The NRC and the utilities agree that no accident-generated wastewater will be discharged into the Susquehanna River from the date of this Settlement Agreement through December 31, 1981, or until the NRC completes its Programmatic Environmental Impact Statement referred to in paragraph 1 above, or until the NRC completes such other environmental review referred to in its November 21, 1979 Statement (referred to in paragraph 1 above) regarding discharge of accident-generated wastewater into the Susquehanna River, whichever is earlier. Accident-generated water shall mean:

- (a) Water that existed in the TMI 2 auxiliary, fuel handling, and containment buildings including the primary system as of October 16, 1979, with the exception of water which as a result of decontamination operations becomes commingled with non-accident-generated water such that the commingled water has a tritium content of 0.025 uCi/ml or less before processing;
- (b) Water that has a total activity of greater than one uCi/ml prior to processing except where such water is originally non-accident water and becomes contaminated by use in cleanup;
- (c) Water that contains greater than 0.025 uCi/ml of tritium before processing.

However, nothing contained in this Settlement Agreement shall preclude either the NRC or the Director of the Office of Nuclear Reactor Regulation ("Director") from authorizing whatever measures it or he deems necessary to cope with any emergency situation. The Director shall give such notice of any discharge of accident-generated wastewater into the Susquehanna River as he may deem feasible to Donald E. LeFever (telephone (717) 299-5201 or (717) 397-1234) or City of Lancaster Bureau of Police (717) 392-2141).

3. Prior to holding any meeting to approve any discharge of accident-generated wastewater into the Susquehanna River referred to in paragraph 2 above, except emergency discharges, the NRC will:

- (a) Give notice of such meeting no later than the public notice required by the Sunshine Act (5 U.S.C. §552b) as follows:
  - (i) in writing, to the Mayor of the City of Lancaster; and
  - (ii) by telephone, to Reed L. von Maur, Esquire (202) 857-6117, and
- (b) Afford such interested persons as the Commission may determine an opportunity to make a technical presentation to the Commissioners of the NRC under procedures approved by the NRC.

Should the NRC approve any discharge into the Susquehanna River of accident-generated wastewater referred to in paragraph 2 above, including emergency discharges, the NRC will enter a final Order with respect thereto which will be subject to judicial review in a United States Court of Appeals under 28 U.S.C. §2342(4).

4. Plaintiffs agree that any and all claims they may have regarding decontamination and disposal of radioactive wastes resulting from the March 28, 1979 accident at Three Mile Island Unit 2 referred to in their Complaint herein shall in the first instance be presented to the NRC for its decision. To the extent that plaintiffs seek judicial relief or review of any Commission action regarding decontamination and disposal of radioactive wastes referred to herein, plaintiffs shall seek such judicial relief or review in a United States Court of Appeals.

5. The utilities and plaintiffs have agreed on a monitoring program set forth in Exhibit A to this Agreement.

6. Upon the signing of this Settlement Agreement, the plaintiffs will execute a Stipulation dismissing their Complaint with prejudice.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representatives:

DATED:

2-27-80

UNITED STATES DEPARTMENT OF JUSTICE  
9th Street and Pennsylvania Avenues  
Washington, D.C. 20530

By: Nancy Stanley

Nancy Stanley, Esquire

Counsel for United States Nuclear  
Regulatory Commission

UNITED STATES NUCLEAR REGULATORY  
COMMISSION  
1717 H Street, N.W.  
Washington, D.C. 20006

2-27-80

By: Stephen F. Imperin

Stephen F. Imperin, Esquire  
Office of General Counsel

SEAW, PITTMAN, POTTS & TROWBRIDGE  
1800 M Street, N.W.  
Washington, D.C.

2-27-58  
By:

*Mark Augenblick*  
Mark Augenblick, Esquire

Counsel for Intervenor-Defendants

Reed L. von Maur, Esquire

ARENT, FOX, KINTNER, FLOTKIN & KARN  
1815 H Street, N.W.  
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(202) 857-6000

Washington, D.C. Counsel for  
Plaintiffs  
City of Lancaster  
City of Lancaster Authority and  
Albert B. Wohlson, Jr.

BARLEY, SNYDER, COOPER & BARBER  
115 East King Street  
Lancaster, Pennsylvania 17602  
(717) 299-5201

By:

*Donald E. LeFever*  
Donald E. LeFever, Esquire  
Christopher W. Mattson, Esquire  
James A. Humphreys, III, Esquire

Counsel for Plaintiffs

EXHIBIT A

1. The utilities will purchase, install, calibrate and train personnel to use a shielded Sodium-Iodine Crystal Single Channel (3) Analyzer system for measurement of gross gamma, 137 Cs, and 131 I ("the equipment").
2. The utilities will provide routine maintenance and calibration of the equipment.
3. Plaintiffs will obtain the necessary water samples and perform the desired analyses. Plaintiffs agree to provide the utilities promptly with the results of all analyses.
4. The utilities will contribute \$10,000.00 per year to The City to offset its costs in obtaining the water samples and performing the analyses.
5. The utilities will reimburse The City for its reasonable costs associated with obtaining professional services for independent verification of the performance of the equipment and the procedures being utilized by plaintiffs in connection with their sampling and analyses referred to above.
6. The utilities will continue the automatic sampling and analysis program they currently perform at the City of Lancaster's Susquehanna River Water Treatment Plant. Changes will be made in this program only upon mutual agreement of plaintiffs and the utilities.
7. The period of this monitoring commitment is from the date of execution of this Settlement Agreement through completion of the decontamination of Unit II. The understanding of the parties is that decontamination will be considered completed for purposes of this agreement when the potential for radioactive releases from Unit II is consistent with the potential for releases which exists under normal plant operating conditions.

CITY OF LANCASTER,  
CITY OF LANCASTER AUTHORITY,  
and ALBERT S. WOHLSEN, JR.,

Plaintiffs,

v.

UNITED STATES NUCLEAR  
REGULATORY COMMISSION, ET AL.,

Defendants.

Civil Action No. 79-1368

FILED

FEB 29 1980

JAMES E. DAVEY, Clerk

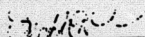
STIPULATION AND ORDER OF DISMISSAL  
WITH PREJUDICE

Plaintiffs CITY OF LANCASTER, CITY OF LANCASTER AUTHORITY,  
and ALBERT S. WOHLSEN, JR., and Intervenor-Defendants, METRO-  
POLITAN EDISON COMPANY, JERSEY CENTRAL POWER & LIGHT COMPANY and  
PENNSYLVANIA ELECTRIC COMPANY, and COMMONWEALTH OF PENNSYLVANIA  
as amicus curiae, through their undersigned attorneys, hereby  
stipulate pursuant to Rule 41(a)(1), Federal Rules of Civil  
Procedure, that there has been a full and complete settlement  
and further stipulate that this action may be dismissed with  
prejudice without costs to any party.

Dated: February 27, 1980

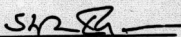
Plaintiffs CITY OF LANCASTER,  
CITY OF LANCASTER AUTHORITY,  
and ALBERT S. WOHLSEN, JR.

By

  
Donald E. LeFever  
Christopher W. Mattson  
James A. Humphreys, III  
BARLEY, SNYDER, COOPER & BARBER  
115 East King Street  
Lancaster, Pennsylvania 17602  
(717) 299-5201

Defendant UNITED STATES  
NUCLEAR REGULATORY COMMISSION

By

  
Stephen F. Elperin  
Solicitor

UNITED STATES DEPARTMENT OF  
JUSTICE  
9th Street and Pennsylvania Ave.  
Washington, D.C. 20530

By

  
Nancy Stanley, Esquire

Counsel for U.S. Nuclear  
Regulatory Commission

and

8204260 174

By Richard K. von Muehl  
HANS L. VON MUEHL  
ARENT, FOX, KINTNER, PLOTKIN  
& KAHN  
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Washington, D.C. 20006  
(202) 857-6000

Intervenor-Defendants  
METROPOLITAN EDISON COMPANY,  
JERSEY CENTRAL POWER & LIGHT  
COMPANY and PENNSYLVANIA  
ELECTRIC COMPANY

By Mark Augenblick  
MARK AUGENBLICK  
SHAW, PITTMAN, POTTS &  
TROWBRIDGE  
1800 K Street, N.W.  
Washington, D.C. 20006  
(202) 331-4100

and

COMMONWEALTH OF PENNSYLVANIA,  
Amicus Curiae

By Robert E. Kelly  
ROBERT E. KELLY  
Deputy Attorney General

ORDER

Pursuant to the foregoing Stipulation,

IT IS HEREBY ORDERED that the above-entitled action in its entirety, and all the claims therein, is hereby dismissed with prejudice without costs to any party.

Dated:

Feb 28 1950

William F. ...  
United States District Judge