

# AmerGen

A PECO Energy/British Energy Company

AmerGen Energy Company, LLC

Three Mile Island Unit 1

Route 441 South, P.O. Box 480

Middletown, PA 17057

Phone: 717-944-7621

February 16, 2000

5928-00-20028

U.S. Nuclear Regulatory Commission  
Attn: Document Control Desk  
Washington, DC 20555

SUBJECT: THREE MILE ISLAND, UNIT 1 (TMI UNIT 1)  
OPERATING LICENSE NO. DPR-50  
DOCKET NO. 50-289  
JOINT RECOMMENDATION THAT NRC STAFF ACKNOWLEDGE RECEIPT OF  
SETTLEMENT AGREEMENT

Dear Sir/Madam:

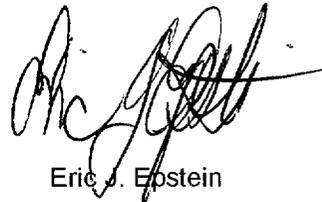
A Settlement Agreement (the "Agreement") has been made between Eric J. Epstein ("Mr. Epstein") and AmerGen Energy Company, LLC ("AmerGen"). Although AmerGen and Mr. Epstein agree that the NRC Staff will have no obligations or duties of any kind whatsoever arising under the provisions of this Agreement, the parties have agreed to jointly recommend to the NRC Staff that the NRC Staff acknowledge receipt of this Agreement upon the approval of the license transfer of TMI Unit 1. A copy of the Agreement is enclosed.

Please contact Adam Miller of TMI-1 Regulatory Engineering at (717) 948-8128 if you have any questions regarding this receipt acknowledgement.

Sincerely,



John B. Cotton  
Vice President, TMI Unit 1



Eric J. Epstein

AWM

Enclosure

cc: USNRC TMI Senior Resident Inspector  
USNRC TMI-1 Project Manager  
NRC Regional Administrator, Region I  
Sub File 00041

A001

January 9, 1999

## SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made between Eric J. Epstein ("Mr. Epstein"), and AmerGen Energy Company, LLC ("AmerGen"), and is based on the following recitals, all of which are hereby agreed to be true:

### RECITALS

A. Metropolitan Edison Company, Jersey Central Power & Light Company and Pennsylvania Electric Company, d/b/a GPU Energy, and GPU Nuclear, Inc. (collectively "GPU") are the current holders of Facility Operating License No. DPR-50 issued by the United States Nuclear Regulatory Commission ("NRC") for the Three Mile Island Nuclear Station Unit 1 ("TMI-1") located in Dauphin County, Pennsylvania.

B. GPU has entered into an agreement with AmerGen to sell TMI-1 to AmerGen, and AmerGen and GPU have filed an application with the NRC to transfer the TMI-1 license to AmerGen and make certain conforming administrative amendments to the license in connection with this transfer.

C. Mr. Epstein has an interest in the continued safe operation of TMI-1 and is prepared to file a petition for leave to intervene in the NRC license transfer proceeding.

D. AmerGen wishes to resolve Mr. Epstein's concerns about the proposed license transfer, and settle all possible claims and disputes of any nature between Mr. Epstein, on the one hand, and AmerGen and GPU, on the other hand, relating in any way to the operation of TMI-1 and the proposed license transfer.

E. This Agreement is hereby established in order to, among other things, provide for the payment by AmerGen of costs associated with certain Authorized Activities, as defined herein, related to TMI-1 which will be undertaken by or on behalf of Mr. Epstein in accordance with any statutory or regulatory requirements which are or may hereafter become applicable to this Agreement.

NOW, THEREFORE, recognizing that it is in the public interest to provide for the timely dissemination and availability of information regarding the operation of TMI-1 and the ability of the community living or working in the vicinity of TMI-1 to monitor their environment, and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby represent, warrant and agree as follows:

1. Term of Agreement. Except as otherwise provided in this Agreement, the term of this Agreement, and the parties' rights and obligations under this Agreement, shall be for a period of five (5) years, commencing on the date the NRC license for TMI-1 is transferred to AmerGen, and ending on the fifth anniversary thereof, unless otherwise extended by mutual agreement of the parties hereto.
2. Status of Petition for Leave to Intervene. Upon the execution of this Agreement, Mr. Epstein represents and warrants that he will not file a petition for leave to intervene in the pending NRC license transfer proceeding for TMI-1, nor file a complaint or petition for leave to intervene in any other proceeding before any agency or court related to the proposed sale of TMI-1 to AmerGen, either on his own behalf or on behalf of any group with which he is affiliated.
3. Absence of Contested Proceeding. This Agreement and all of AmerGen's performance obligations under this Agreement are absolutely conditioned upon the absence of any contested proceeding, before the NRC or before any reviewing court, challenging any aspect of the proposed license transfer to AmerGen. Notwithstanding this Agreement, in the event that a hearing is otherwise ordered by the NRC or a complaint or petition for review initiating a lawsuit is filed in any court which seeks to challenge any aspect of the proposed license transfer, this Agreement will become voidable at the option of AmerGen.
4. Recognition of EFMR Monitoring Group
  - (1) AmerGen recognizes that Mr. Epstein and the EFMR Monitoring Group at Three Mile Island, hereinafter referred to as the "Group," have a special interest in the continued safe

operation of TMI-1. For the purposes of maintaining continuity and enhancing community awareness of TMI-1, during the term of this Agreement AmerGen will continue such recognition of the Group.

(2) The Group reports to a Board consisting of three (3) persons, and Mr. Epstein or his designee will be the Coordinator of the Group and the Board.

(3) All Group members must live or work in the geographic vicinity of TMI-1 (i.e., within a twenty-five (25) mile radius of TMI-1). Board members will be proposed by Mr. Epstein, AmerGen or other members of the community living or working in the geographic vicinity of TMI-1. All Board members must be approved by AmerGen and Mr. Epstein, but approval of proposed Board members will not be unreasonably withheld by either party.

(4) The Group will not be recognized or discussed in the TMI-1 Technical Specifications or FSAR or in any other NRC-authorized or NRC-licensed program.

(5) At the end of the initial five year term of this Agreement, the Board may recommend that AmerGen continue its recognition of the Group. Based on any such recommendation, AmerGen may choose, in its absolute, unreviewable discretion, to continue recognition of the Group beyond the initial five year term of this Agreement.

#### 5. Benefits to Which the Group is Entitled

(1) General Status. The Group is not generally entitled to any special benefits or privileges not available to the general public. The only benefits and privileges available to the Group are those specified in this Agreement.

(2) Reports, Etc. The Group will be entitled to receive from AmerGen copies of all AmerGen reports and correspondence relating to TMI-1 that are filed with the NRC and that would otherwise be available upon request to members of the public, as follows:

(a) AmerGen will forward copies, or otherwise arrange for delivery of hard or electronic copies to the Group, or access by the Group to hard or electronic copies, of all NRC Inspection Reports, Licensee Event Reports, Notices of Violation, Enforcement Actions, Non-Cited Violations, the Annual Radiation Environmental Operating Report and SALP Reports (or any NRC assessment that becomes the successor to SALP) within ten days of their issuance by AmerGen, or receipt by AmerGen, as applicable. AmerGen will also forward copies of the PECO Energy and British Energy Annual Reports on a timely basis.

(b) With respect to documents filed with the NRC not identified in Paragraph 5.(2)(a) immediately above, AmerGen will provide the Group with a list of such reports and correspondence, for each quarter, from the NRC's Bibliographical Retrieval System recording the documents placed on the TMI-1 docket. From this list, the Group shall designate the reports and correspondence which it wishes to receive copies of within ten days of receipt of such list. Copies of the designated reports and correspondence will be mailed to the Group within ten days of AmerGen's receipt of the request for copies. The costs of any quarterly request exceeding 500 pages will be paid for by EFMR at the rate charged by the NRC's Public Document Room. The Group will also be placed on a mailing list for receipt of copies of all AmerGen press releases related to TMI-1 and other information provided to the media relating to TMI-1 in a timely manner.

(3) Annual Briefing. AmerGen will provide the Group with an annual briefing related to TMI-1 operations at a mutually agreeable time and place. Within thirty days prior to the scheduled date of such briefing, the Group will provide AmerGen with a list of the specific topics which it wants AmerGen to cover at the briefing. AmerGen will provide a general overview of TMI-1 operations during the past year at the briefing and make a good faith effort to cover all of the designated topics, respond to specific questions at the briefing, and provide appropriate follow-up information to the Group.

(4) Certain NRC Meetings. Subject to applicable NRC restrictions and requirements, AmerGen will provide the Group with at least seventy-two hours advance notice of, and an opportunity to attend, any public meeting with the NRC with respect to TMI-1 regarding the following subject areas: (a) steam generator tubes or water chemistry; (b) radioactive waste issues, including but not limited to, low level waste, high level waste, and spent fuel issues; (c) security issues; and (d) radiation monitoring.

(5) Other Information in the Event of NRC Shutdown Order. In the event that the NRC issues an Order requiring the shutdown of TMI-1, other than a generic Order affecting all plants or all plants of a specific class or type, AmerGen agrees to provide the Group with access to the following information, subject to the terms and conditions set forth below:

(a) Within a reasonable time after receipt of a written request from the Group, AmerGen shall make available for review by Group representatives copies of any INPO Final

Site Evaluation Reports relating to TMI-1 or INPO Final Corporate Support Evaluation Reports relating to TMI-1 which were given to AmerGen during the prior twelve (12) month period. The Group may review such reports once during the calendar year. AmerGen will excise from INPO Final Corporate Support Evaluation Reports any references to plants other than TMI-1.

(b) Any review of INPO reports conducted by Group representatives pursuant to this Agreement shall be subject to the following conditions:

(i) Any review of INPO reports shall be made at AmerGen's offices in the presence of AmerGen representatives. The Group's representative(s) will not request copies of any or all of a report, but they may take notes while reviewing a report.

(ii) Any notes taken by the Group's representatives during a review of an INPO report may be viewed solely by Group personnel, and shall at all times remain in the physical custody, protection and control of the Group.

(iii) Neither the Group, nor the Group representative(s) who reviewed any INPO report, may disclose to any persons (other than members of the Group), or otherwise publicize any information obtained from any review of an INPO report. The Group, however, may make comments to the NRC which include factual information obtained from the review of an INPO report, may disseminate copies of any official written comments made to the NRC, and may publicly provide information necessary to explain those official written comments. The Group shall not, however, make statements paraphrasing conclusions or observations in any INPO report, nor otherwise reveal confidential information contained in any INPO report.

(iv) Notwithstanding any provisions in Paragraph 5.(5)(b)(iii) immediately above, neither the Group nor its representative(s) may disclose to any persons, other than the members of the Group or the NRC, the names of any persons contained in any INPO report or any information from which identification of such persons could reasonably be made. In the event any comments made to the NRC pursuant to Paragraph 5.(5)(b)(iii) immediately above include the names of any persons contained in any INPO report, or any information from which identification of such persons could reasonably be made, the Group shall (x) request in advance that the NRC keep such names or information confidential pursuant to 10 CFR §§ 2.790, 9.17, and (y) not release any copies of its official written comments without excising those names or such information from the comments.

(v) Before any representative of the Group may review any INPO report pursuant to this Agreement or view any notes taken in connection with such a review by any Group representative(s), such person shall first advise AmerGen in writing that he or she has read and understands Paragraph 5.(5) of this Agreement and all subparts thereof and agrees to be bound thereby.

(6) Certain Equipment and Services. The Group will be entitled to the benefits discussed in Section 8 of this Agreement regarding certain equipment and services to be provided by AmerGen. Costs allocated to AmerGen under Section 8 will not be charged to the Group's budget.

(7) Budget.

(a) AmerGen will provide the Group with an annual budget to be used to defray the reasonable administrative expenses of the Group directly related to its expressed intent to monitor TMI-1 activities. The annual budget will consist of ten thousand dollars per year (\$10,000.00), indexed to inflation as described in Paragraph 5.(7)(d). Reasonable administrative expenses would include, for example, reasonable expenses for payments for statistician and/or newsletter editorial services, the purchase of computers, computer upgrades, printers, software, computer supplies, photocopying machine, facsimile machine, a dedicated telephone line and answering machine, file cabinets, batteries, and other office equipment and supplies (e.g., pencils, pens, paper clips, envelopes, letterhead postage), service contracts for maintenance of such equipment, and reimbursement for reasonable expenses incurred in traveling related to the Group's monitoring activities. Any use of the budget for reimbursement for fuel expenses must be supported by a written log including, at a minimum, the date of trip, the points of origination and destination, and odometer readings before and after the trip. This listing of examples of expenses that are or are not covered by the Group's budget is not intended to be exhaustive. However, no part of the budget shall be used for the payment of salaries, benefits, or any other form of direct or indirect compensation for any member or agent of the Group or for the payment of legal fees or expenses, consultant fees or expenses, or expert fees or expenses, except that the Group may use part of the supplemental payment provided on February 1, 1999 pursuant to Paragraph 5.(7)(b) for the purpose of compensating Mr. Epstein for his time and reasonable expenses in negotiating this Agreement. AmerGen reserves the right to determine whether

specified expenses not listed above are reasonable administrative expenses. The Group will resolve any reasonable doubts regarding the allowance of any expense by seeking AmerGen's approval of the expense in advance. The Group will use all funds paid to the Group under this Section and all earnings accumulated or to be accumulated thereon (the "Funds") for the purposes described in this paragraph (the "Authorized Activities").

(b) On February 1, 1999, AmerGen will pay, in the form of a check made out to the Group in the amount of five thousand dollars (\$5,000.00), as a supplemental payment for purposes funding the Group's continuation of activities pursuant to the Settlement Agreement dated September 14, 1992 between Mr. Epstein and GPU, subject to the terms of this Agreement.

(c) Within thirty (30) days of the commencement of the initial term of this Agreement, AmerGen will pay, in the form of a check made out to the Group, the amount of ten thousand dollars (\$10,000.00). In each succeeding year on the anniversary date thereof, AmerGen will pay, in the form of a check made out to the Group, the amount of ten thousand dollars (\$10,000.00), increased for inflation as provided Paragraph 5.(7)(d) below, subject to receipt of a certificate, satisfactory in form and substance to AmerGen as described in Section 5.(7)(e) below, and subject to any credit recognized pursuant to Section 5.(7)(g) below.

(d) Following the first payment made after the commencement of the initial term of this Agreement, the annual budget in each year shall be increased from the budget in the prior year, to adjust for inflation, at the rate of the greater of (x) 5% per annum, or (y) the annual rate of inflation as represented by the Consumer Price Index published by the U.S. Bureau of Labor Statistics as of December 31 in the previous calendar year.

(e) The Group will provide to AmerGen, not later than thirty (30) days prior to the completion of each fiscal year, a certificate, signed by a duly authorized representative of the Group, which shall include the following:

(i) A statement that all Funds provided by AmerGen were used for reimbursement of costs of Authorized Activities as described in the Agreement;

(ii) An identification (in sufficient detail to permit audit thereof in accordance with this Agreement) of the work services, materials and equipment and related costs performed, rendered or acquired in connection with the Authorized Activities which gave rise to the costs for which the Funds were used; and

(iii) A cumulative year-by-year summary of the Funds, identifying original funds provided by AmerGen and interest or other earnings.

(f) The Group shall maintain reasonable accounting and other records of the Funds and the expenditures made by the Group for the Authorized Activities which shall be made available for examination by AmerGen or its duly authorized representative upon request.

(g) The Group's first fiscal year will commence on the date the funds are received from AmerGen and will conclude on the last day of the same month plus one year. Subsequent fiscal years will be on a succeeding twelve (12) month basis. Expenses incurred but not yet paid for can be reported in the year incurred or actually paid, provided the reporting of the expense is consistently applied across fiscal years. With the exception of reimbursement for expenses reported in the year incurred, any funds not spent in one fiscal year will be counted as a credit against the next year's payment of the Group's budget.

(h) At the end of the last fiscal year for which AmerGen has agreed to recognize the Group, the Group will provide to AmerGen the certificate described in Section 5.(7)(e) above. The Group will reimburse AmerGen for any funds expended during the last fiscal year which are found not to relate to the Authorized Activities. All funds not spent by the Group will be returned to AmerGen within forty-five (45) days following the end of such last fiscal year.

(i) In the event this Agreement is not extended by a term of at least one year after the end of its initial five year term, AmerGen shall pay, in the form of a check made out to the Group, the amount of ten thousand dollars (\$10,000.00) for purposes of winding up the affairs of the Group. This amount is not subject to adjustment for inflation as provided in Paragraph 5.(7)(d) relating to the Group's annual budget.

6. Non-Proliferation and Peaceful Uses of Nuclear Energy. AmerGen supports cooperation between the United States and the United Kingdom involving the peaceful uses of nuclear energy. AmerGen and the Group are opposed to and will not participate in any arrangement involving the full or partial ownership of U.S. nuclear generating facilities by any foreign country, that is affiliated with state sponsored terrorism, that is subject to American technological or military boycotts, restrictions or sanctions, or that has refused to sign the Treaty on the

Non-Proliferation of Nuclear Weapons, or a foreign entity from any such country. AmerGen will address its compliance with its commitments under this Paragraph 5 at each Annual Briefing provided pursuant to Paragraph 5.(3).

7. Community Responsibility and Corporate Culture.

(1) AmerGen agrees that it will abide by applicable provisions of the Interim Code of Conduct approved by the Pennsylvania Public Utility Commission ("PaPUC") and imposed on Electricity Generation Suppliers ("EGS's") affiliated with PECO Energy and the applicable provisions of the Code of Conduct for EGS's which will be adopted in the pending Competitive Safeguards Rulemaking Proceeding before the PaPUC. AmerGen will also foster a culture of openness and enhanced environmental awareness, as exemplified by its Annual Briefing to the Group, its public meetings with other groups and interested members of the community, and its Annual Environmental Report.

(2) AmerGen is committed to corporate involvement and investment in the local community and will maintain levels of participation in the community commensurate with the existing practices of GPU Nuclear in connection with the safe operation of TMI-1.

(3) AmerGen will continue to participate in industry groups such as INPO and the B&W Owners' Group, to the extent such participation is consistent with good utility practices, as defined in the Asset Purchase Agreement.

(4) AmerGen also recognizes that the safe and reliable operation of TMI-1 requires the maintenance of a highly skilled and technically qualified workforce, and it is therefore committed to maintain a highly skilled and technically qualified workforce of sufficient number to be consistent with good utility practices as defined in the Asset Purchase Agreement, even if such numbers are in excess of the minimum number of personnel necessary to meet NRC requirements.

8. Decommissioning. Subject to the terms and definitions set forth in the TMI-1 Asset Purchase Agreement, dated as of October 15, 1998, upon the transfer of the NRC license for TMI-1, AmerGen will assume all liabilities and obligations of GPU related to the Decommissioning of TMI-1. As such, AmerGen acknowledges that in the event the

decommissioning funds provided pursuant to the Asset Purchase Agreement are insufficient to complete the decommissioning of TMI-1, AmerGen will be responsible for any such additional costs, and AmerGen will not seek recovery of such costs from ratepayers under the rate cap exception of Section 2804(4)(iii)(F) of the Public Utility Code, 66 Pa.C.S. § 804(4)(iii)(F).

9. Equipment.

(1) AmerGen will supply the Group with a new laptop personal computer, a docking station for such computer, including external monitor and keyboard, and a new printer for use in conducting the business of the Group. AmerGen will consult with Mr. Epstein and work in good faith to provide equipment agreeable to him and suitable for the Group's needs.

(2) AmerGen will maintain and/or supply the Group with the ability to access and print data from a real-time gamma radiation monitoring system for the TMI-1 site, such as the Reuter-Stokes system currently being operated by GPU or a technically equivalent substitute system. AmerGen will continue to maintain this system to the extent required by NRC and to the extent required by its agreements with the counties within the ten mile emergency planning zone for TMI-1 (Cumberland, Dauphin, Lancaster, Lebanon, and York). AmerGen's commitment to supply such data will continue for the period of recognition of the Group by AmerGen. AmerGen will also supply the Group with an Internet connection and applicable software to enable the Group to access National Weather Service meteorological data. The Group will provide for the maintenance of the computer and printer, and the costs associated with the Internet connection.

10. Storage of Spent Fuel/Radioactive Waste. AmerGen agrees that, during the term of this Agreement, AmerGen will not store spent fuel or radioactive waste from any nuclear reactor other than TMI-1 and TMI-2 at the TMI site.

11. Acknowledgment By NRC Staff. Although AmerGen and Mr. Epstein agree that the NRC Staff will have no obligations or duties of any kind whatsoever arising under the provisions of this Agreement, the parties have agreed to jointly recommend to the NRC Staff that the NRC Staff acknowledge receipt of this Agreement upon the approval of the proposed license transfer

by the NRC. Mr. Epstein further agrees that the NRC will have no obligation to implement, enforce, or supervise any of the terms, conditions, or duties created by this Agreement as a result of such acknowledgment.

12. Joint Press Release. AmerGen and Mr. Epstein agree that they will make no public announcements, statements, or other disclosure regarding any of the details of this Agreement until they release a joint press statement announcing this Agreement, the substance and timing of which will be agreed upon by the parties. Prior to the license transfer, the parties shall consult before issuing any public announcement, statement or other disclosure with respect to this Agreement.

13. Costs and Attorneys' Fees in Case of Default. In the event that either party initiates litigation seeking enforcement of or compliance with any term of this Agreement, the prevailing party in any such litigation shall be entitled to recover the reasonable attorneys' fees and costs from the other party. This Section applies only to Mr. Epstein and AmerGen, and confers no rights or obligations on the NRC.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties and no other agreement with regard to the matters herein shall be binding on the parties except by written amendment to this Agreement. Except for the terms and conditions enumerated in this Agreement, the parties hereby acknowledge and agree that none of the parties has made any other promises, warranties or representations to any other party hereto regarding any aspect of the settlement of the matters referred to in this Agreement, and that any such promises, warranties, or representations that may be alleged to have been made are hereby merged herein.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.

16. No Presumption Against the Drafters. This Agreement shall be deemed to have been drafted jointly by AmerGen and Mr. Epstein and shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

17. No Admissions. Neither the drafting or execution of this Agreement nor anything contained herein is intended to be, or shall be deemed to be, an admission of fact by any party with respect to any matter relating to the proposed license transfer.

18. Further Assurances. Mr. Epstein and AmerGen will execute, after the execution of this Agreement, all documents reasonably necessary to effectuate the intent of this Agreement.

19. Successors, Assigns, Etc. This Agreement is binding upon and for the benefit of Mr. Epstein and AmerGen and their respective heirs, executors, administrators, successors, and assigns, wherever the context requires or admits.

20. Sole Benefit. Subject to the provisions of Section 18 of this Agreement, it is the intention of the parties that this Agreement and all of its conditions and provisions are for the sole benefit of Mr. Epstein and AmerGen, and for the benefits of no other person. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than Mr. Epstein or AmerGen any legal or equitable right, remedy, or claim under, or in respect to, this Agreement or any of its provisions.

21. Reservation of Rights. Notwithstanding any provision in this Agreement, nothing herein shall abridge the right or ability of any party to this Agreement, or any employee, member, consultant or contractor of any party, or any group or member of the public to appear before the NRC, and nothing herein shall abridge the right or ability of such party, person or group to communicate or to deal with the NRC or with the Staff or any other part of the NRC. The NRC Staff, in acknowledging this Agreement, does so solely to acknowledge the existence of this Agreement and the settlement between AmerGen and Mr. Epstein. The NRC Staff neither agrees

or disagrees with its other terms or provisions as they are agreements between AmerGen and Mr. Epstein. Further, nothing in this Agreement shall be interpreted to in any way limit any right, duty, discretion, authority or regulatory responsibility of the NRC, its staff, contractors, or consultants.

22. Binding Effect, Severability. This Agreement shall be binding upon Mr. Epstein and AmerGen in accordance with its terms even if the NRC Staff does not formally acknowledge this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, all of the remaining provisions of this Agreement shall nevertheless remain in full force and effect and shall be binding upon the parties.

23. Authorizations. Each person signing this Agreement represents and warrants that he or she is duly authorized and empowered to act on behalf of and sign for the party for whom he or she has signed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this 9th day of January, 1999.

Date: 1/1/99

Eric Joseph Epstein

By: *Eric Joseph Epstein*

AmerGen Energy Company, LLC

Date: Jan. 9, 1999

By: *Kevin P. Gallen*

*Counsel for AmerGen*

RECEIPT OF THIS AGREEMENT ACKNOWLEDGED by the Staff of the United States Nuclear Regulatory Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

United States Nuclear Regulatory  
Commission

Date: \_\_\_\_\_

By: \_\_\_\_\_