

IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL CIRCUIT
 WILL COUNTY, ILLINOIS
 CHANCERY DIVISION

FILED
 06 MAY 24 AM 9:05
 JUVENILE CENTER
 CIRCUIT CLERK
 WILL COUNTY, ILLINOIS

PEOPLE OF THE STATE OF ILLINOIS,)
ex rel. LISA MADIGAN, Attorney)
 General of the State of Illinois,)
 and *ex rel.* JAMES W. GLASGOW,)
 State's Attorney for Will County, Illinois,)

Plaintiff,)

No. 06 MR 248

v.)

EXELON CORPORATION, a)
 Pennsylvania corporation,)
 COMMONWEALTH EDISON)
 COMPANY., an Illinois corporation and)
 EXELON GENERATION COMPANY.,)
 LLC, a Pennsylvania limited liability)
 company,)

Defendants.)

AGREED PRELIMINARY INJUNCTION ORDER

Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, *ex rel.* LISA MADIGAN, Attorney General of the State of Illinois, and *ex rel.* JAMES W. GLASGOW, State's Attorney for Will County and Defendants EXELON CORPORATION, COMMONWEALTH EDISON COMPANY and EXELON GENERATION COMPANY, LLC having reached an agreement on the relief as set forth in this Agreed Preliminary Injunction Order, and the Court being fully advised in the premises,

NOW, THEREFORE, the Court makes the following findings and enters the following Agreed Preliminary Injunction Order ("Preliminary Injunction Order"). This Preliminary Injunction Order shall remain in effect until further order by this Court.

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1. On March 16, 2006, a Complaint was filed on behalf of the People of the State of Illinois by Lisa Madigan, Attorney General of the State of Illinois, and by James W. Glasgow, State's Attorney for Will County, Illinois, pursuant to Section 42(d) and (e) of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/42(d) and (e) (2004), against the Defendants. The Complaint seeks injunctive relief under Section 42 of the Act, 415 ILCS 5/42 (2004), to restrain the Defendants from further alleged violations of the Act and regulations promulgated thereunder, and to order the Defendants to investigate, mitigate and clean up the contamination resulting from the violations.

2. Defendant EXELON CORPORATION, is a Pennsylvania corporation authorized to do business in Illinois with its principal place of business in Chicago, Illinois. Defendant COMMONWEALTH EDISON COMPANY ("ComEd") is an Illinois corporation with its principal place of business in Chicago, Illinois. Defendant EXELON GENERATION COMPANY, LLC ("Exelon Generation") is a Pennsylvania limited liability company with its principal place of business in Kennett Square, Pennsylvania.

3. Exelon Generation and ComEd are both subsidiaries of Exelon Corporation. Since 2001, Exelon Generation, pursuant to a license issued by the United States Nuclear Regulatory Commission ("NRC"), has operated the Braidwood Nuclear Generating Station (the "Facility"), a nuclear power generating facility located in Braceville, Will County, Illinois. Commonwealth Edison operated the Facility prior to that, from approximately 1988 to 2001.

4. Operations at the Facility generate tritium, a radioactive isotope of hydrogen. Tritium atoms can replace the non-radioactive hydrogen atoms in ordinary water (H₂O) to form tritiated water (HTO).

5. As part of the Facility, Exelon Generation operates an underground pipe (commonly called the blowdown line) that runs approximately four and one half miles from the Facility to the Kankakee River. The blowdown line has eleven (11) vacuum breakers, the purpose of which is to admit air into the blowdown line to prevent the formation of a vacuum within the pipe. These vacuum breakers are numbered from one to eleven, in ascending order from the Facility to the Kankakee River.

6. The blowdown line operates as a conduit for discharges of tritiated water, wastewater treatment plant effluent, sewage treatment plant effluent, radwaste treatment plant effluent and demineralizer waste, directly to the Kankakee River.

7. On August 24, 1995, the Illinois Environmental Protection Agency ("Illinois EPA") issued to ComEd a National Pollutant Discharge Elimination System ("NPDES") permit (Permit No. IL0048321) for the blowdown line ("NPDES Permit"). The NPDES Permit authorizes and regulates the discharge of certain materials from the blowdown line to an outfall in the Kankakee River. As of the date of this Preliminary Injunction Order, the NPDES Permit remains in full force and effect.

8. The vacuum breakers have, at various times, caused the release of tritiated water into the groundwater beneath the Facility as well as groundwater outside the property boundary of the Facility.

9. Plaintiff contends in the Complaint that the Defendants by their acts and omissions have violated the following provisions of the Act and Illinois Pollution Control Board ("Board") Groundwater Regulations and have created and maintained a public nuisance at common law:

Count I: Water Pollution, in violation of Section 12(a) of the Act, 415 ILCS 5/12(a) (2004).

- Count II: Exceeding Groundwater Standards, in violation of Section 12(a) of the Act, 415 ILCS 5/12(a) (2004), and Sections 620.115, 620.405 and 620.410(e)(3) of 35 Ill. Adm. Ill. Code.
- Count III: Nondegradation Provisions violations, in violation of Section 12(a) of the Act, 415 ILCS 5/12(a) (2004) and Sections 620.115, 620.301(a)(1) and (2) of 35 Ill. Adm. Code.
- Count IV: Failure to Comply with NPDES Reporting Requirements, in violation of Section 12(f) of the Act, 415 ILCS 5/12(f) (2004), Standard condition 12 of NPDES Permit # IL 0048321 and Section 309.102 of 35 Ill. Adm. Code.
- Count V: Discharging Wastewaters Without an NPDES Permit, in violation of Section 12(f) of the Act, 415 ILCS 5/12(f) (2004) and Section 309.102 of 35 Ill. Adm. Code.
- Count VI: Failure to Ensure Proper Operation and Maintenance and Failure to Mitigate, in violation of Section 12(f) of the Act, 35 Ill. Adm. Code 309.102, 35 Ill. Adm. Code 306.102(a) and (b) and Standard Conditions 4 and 5 of NPDES Permit # IL 0048321
- Count VII: Creating a Water Pollution Hazard, in violation of Sections 12(a) and (d) of the Act, 415 ILCS 5/12(a) and (d)(2004).
- Count VIII: Common Law Public Nuisance

10. This Order shall not be deemed an admission of any wrongful conduct or violation of any applicable statute, law or regulation thereunder by Defendants nor a finding of fact or adjudication by this Court of any of the facts or claims contained in the Complaint. The Parties reserve all their claims and defenses. This Preliminary Injunction Order shall apply to and bind only the Plaintiff and the Defendants.

THE COURT HEREBY ORDERS THAT:

A. Alternative Radwaste Management

11. Exelon Generation is presently studying the feasibility of alternative methods for conveying radioactive effluent to the Kankakee River that do not require the use of vacuum

breakers, and methods for limiting both the amount of tritium it generates and the amount of tritium that goes through the blowdown line. By December 31, 2006, Exelon Generation shall provide to the Plaintiff a comprehensive status report on the alternative methods that have been studied. This report shall include the conclusions reached and all recommendation(s) made regarding the alternatives identified in this paragraph. If Exelon Generation determines that any of these alternative methods, or a combination of them, including their economic and engineering aspects, are reasonably feasible, it shall inform Plaintiff, and following any required approvals implement them in accordance with a timetable that Exelon Generation shall discuss with Plaintiff.

B. Interim Remediation Action - Vacuum Breakers Nos. 2 and 3

12. To halt the further migration of the tritium plume emanating from vacuum breakers No. 2 and No. 3 into groundwater on and offsite, Exelon Generation has developed a plan titled, "Interim Remedial Action Plan," which is attached hereto as Exhibit A and incorporated by reference herein. Within twenty one (21) days of entry of this Preliminary Injunction Order, and receipt by Exelon of all necessary permits (if any), Exelon Generation shall initiate pumping of the Exelon pond in accordance with that plan.

*What if all
NRC requirements
are not
fulfilled w/
21 days?*

13. To inform area residents of the planned pumping activity, Exelon Generation has, among other actions, held a public information session on April 6, 2006 at Exelon's Services & Training Center on Essex Road.

14. As described in the Interim Remedial Action Plan, Exelon Generation will discharge the water pumped from the Exelon pond by means of the blowdown line. At all times when discharging such water through the blowdown line, Exelon Generation shall:

a) conduct a weekly visual inspection, or alternative method of monitoring, of the pipeline corridor to check for signs of pipe failure and document its findings. This documentation shall be available for inspection by the Plaintiff;

b) install sampling wells at the mid-point between vacuum breakers. Exelon Generation shall on a monthly basis sample these wells, and one existing down gradient shallow sampling well located adjacent to each vacuum breaker, for tritium, chloride and sodium; and shall provide these results to the Illinois EPA on a quarterly basis;

c) maintain a continuous monitoring system in each vacuum breaker vault to warn Exelon Generation of any water discharges from the vacuum breakers. Exelon Generation shall immediately cease pumping water from the Exelon pond into the blowdown line if such discharge(s) are identified;

d) maintain the impermeable barriers it recently installed at the base of each vacuum breaker pit;

e) operate the blowdown line in a flooded condition; and

f) take all other necessary steps to ensure that water from the Exelon pond, and any other wastewaters, are not discharged at any point other than the permitted outfall to the Kankakee River.

C. Well Testing

15. Exelon Generation previously agreed to test private wells in Godley and other potable wells pursuant to the Private Well Sampling Plan ("Sampling Plan"), which is attached hereto as Exhibit B and incorporated herein by reference. Exelon Generation shall complete the sampling of wells pursuant to the Sampling Plan. The Plaintiff may split any and all samples if it chooses.

D. Provision Of Drinking Water

16. Exelon Generation previously agreed to provide potable bottled water to certain residences as set out in the letter attached hereto as Exhibit C and incorporated herein by reference. Exelon Generation shall continue to provide this alternative water source in accordance with the terms of Exhibit C. Exelon Generation may cease providing water for those residences where sampling has confirmed that tritium concentrations do not exceed detection level and after providing the residence with two weeks written notice of the results of this sampling, provided, however, if subsequent sampling pursuant to paragraph 17 below shows tritium concentrations above detection level, subject to paragraph 36 of this Order, the parties shall meet within (fourteen) 14 days of receipt of the sampling results to discuss said results and the action(s) to be taken, if any, to address the Plaintiff's concerns.

E. Additional Well Testing

17. Exelon Generation shall conduct testing of any other well(s) for any constituent conveyed in the blowdown line and released to the subsurface area(s) as identified in Exhibit D which is attached hereto and incorporated herein by reference. Such testing shall be conducted in order to determine the nature and extent of contamination at and emanating from the Facility as may be directed by the Illinois EPA.

F. Release Notification

18. Until further order of this Court or enactment into law of HB 1620, Exelon Generation shall provide notice to Plaintiff of any unlicensed release of any radionuclide at its facility, including but not limited to tritium in any form, into groundwater, surface water or soil, regardless of whether that release is below the reportable quantity and not otherwise reportable. Exelon Generation shall provide such notice within twenty-four (24) hours of learning of the release, with a written follow up within five (5) business days. Exelon Generation shall make the

notification required herein to the Illinois EPA through the Illinois Emergency Management Agency at (800) 782-7860.

G. Corrective Action, Groundwater Remediation Zone and Remediation

19. Remediation Objectives. The following will apply to tritium detected in groundwater above the 200 picocuries per liter ("pCi/L") detection limit:

a) "Property" is defined as the ("NRC") licensed site boundary as of May 1, 2006 and all areas within this designated boundary, as referenced in Exhibit E attached hereto and incorporated herein by reference. "Property" includes the blowdown line corridor between the Station and the Kankakee River.

b) Exelon Generation will not allow tritium to migrate in groundwater off the Property at concentrations greater than 20,000 pCi/L.

c) Exelon Generation shall reduce tritium concentrations in groundwater to below 20,000 pCi/L to the extent practicable, as determined by the provisions of paragraph 20 and paragraph 21 of this Order, at locations outside of the Property.

d) Exelon Generation shall take measures, to the extent practicable as determined by the provisions of paragraph 20 and paragraph 21 of this Order, to minimize the threat or actual degradation of groundwater by tritium at concentrations between 200 and 20,000 pCi/L at locations outside the Property.

20. Investigation Reports

a) Exelon Generation shall prepare and submit to the Plaintiff for review and comment an Investigation Report for each of these locations pursuant to the schedule specified below:

Vacuum breakers 1, 2 and 3
Vacuum breaker 4

March 24, 2006
May 1, 2006

Vacuum breaker 6
Vacuum breaker 7
Turbine building

May 1, 2006
May 1, 2006
June 30, 2006

The Investigation Reports shall include the type of data that would be sufficient to establish a Groundwater Management Zone ("GMZ") at the applicable location. By August 1, 2006, Exelon Generation shall provide groundwater flow and tritium transport modeling report(s) on the impacts of remedial alternatives on the movement of the tritium-impacted groundwater plumes on and off the Property. The model(s) will be inclusive of all the sites listed in paragraph 21(h).

b) Within forty-five (45) days of receipt, Plaintiff may provide comments on the Investigation Reports. If Exelon Generation agrees with the Plaintiff's comments, it shall, within forty-five (45) days of receipt, revise the Investigation Report(s) to account for Plaintiff's comments and resubmit the revised Report(s) to Plaintiff for additional review and comment. If Exelon Generation disagrees with the Plaintiff's comments, it shall, within forty-five (45) days of receipt of Plaintiff's comments, provide a response identifying in detail the areas of the Plaintiff's comments with which it agrees or disagrees. If the parties are unable to resolve their differences, the dispute resolution procedure set out in paragraph 36 of this Order shall apply.

21. Groundwater Action Plan. Exelon Generation shall develop action plans to address tritium in groundwater at levels above 200 pCi/L.

a) Migration Control Plan. This plan defines the measures to be taken on the Property to prevent the migration of tritium-impacted groundwater at concentrations above 20,000 pCi/L off the Property. This plan also describes measures taken on the Property to prevent the migration of tritium from the subsurface to the earth's surface or

to surface water on the Property. Exelon Generation shall provide the Migration Control Plan and an implementation report to the Illinois EPA for information.

b) Corrective Action Plan. This plan defines the measures to be taken (active or passive) at off-Property locations to reduce, to the extent practicable, as determined through the provisions of this paragraph of this Order, tritium in groundwater to levels below 20,000 pCi/L.. The Corrective Action Plan will establish a GMZ for the areas of tritium impacted groundwater above 20,000 pCi/L off-Property. The Corrective Action Plan will be provided to the Illinois EPA for review and comment pursuant to the schedule contained in subparagraph h) of this paragraph 21.

c) Plan to Minimize Impairment of Groundwater. This plan will address tritium in groundwater at off-Property locations where concentrations are between 200 and 20,000 pCi/L. This plan will address, to the extent practicable, as determined by the provisions of this paragraph 21 of this Order, the potential threat to existing groundwater users. This will be accomplished by using various actions or controls such as:

- Modeling to demonstrate natural attenuation and no impact;
- Hydraulic control (e.g., pumping) to prevent migration and future impact;
- Provision of short and/or long-term alternate water supplies; and
- A combination of any of the above.

These plans will be provided to the Illinois EPA for review and comment pursuant to the schedule contained in subparagraph h) of this paragraph 21.

d) Within forty-five (45) days of receipt, Plaintiff may provide comments on the Corrective Action Plan and/or the Plan to Minimize Impairment of Groundwater. If Exelon Generation agrees with the Plaintiff's comments, it shall, within forty-five (45)

days of receipt, revise the Corrective Action Plan and/or the Plan to Minimize Impairment of Groundwater to account for Plaintiff's comments and resubmit the revised Corrective Action Plan and/or the Plan to Minimize Impairment of Groundwater to Plaintiff for additional review and comment. If Exelon Generation disagrees with the Plaintiff's comments, it shall, within forty-five (45) days of receipt of Plaintiff's comments, provide a response identifying in detail the areas of the Plaintiff's comments with which it agrees or disagrees. If the parties are unable to resolve their differences, the dispute resolution procedure set out in paragraph 36 of this Order shall apply.

e) Within fourteen (14) days of receipt of final comments on each of the respective plans from the Plaintiff Exelon Generation shall commence implementation of the revised Corrective Action Plan and Plan to Minimize Impairment of Groundwater.

f) Within sixty (60) days of completing implementation of the Corrective Action Plans and/or the Plans to Minimize Impairment of Groundwater, Exelon Generation shall prepare and submit to the Plaintiff Completion Reports for each location listed in paragraph h) below. The Completion Reports shall fully describe the implementation and efficacy of the remedy and identify any corrective action goals that have not been met.

g) Within forty-five (45) days of receipt, Plaintiff may provide comments on the Corrective Action Completion Reports and the Groundwater Impairment Minimization Completion Report, and state whether it accepts, accepts with comments, or rejects said report. If Exelon Generation agrees with the Plaintiff's comments, it shall, within forty-five (45) days of receipt of Plaintiff's comments, commence further action in accordance with those comments. If Exelon Generation disagrees with the Plaintiff's

comments, it shall, within forty-five (45) days of receipt of Plaintiff's comments, provide a response identifying in detail the areas of the Plaintiff's comments with which it agrees or disagrees. If the parties are unable to resolve their differences, the dispute resolution procedure set out in paragraph 36 of this Order shall apply.

h) The sites are subject to one or more of the plans described above:

<u>Site Name</u>	<u>Location</u>
Vacuum breakers ("VB") 2 and 3	The plume north and south of Smiley Road near the Exelon Pond. This plume is located both on and off the Property.
VB 1	The plume emanating from vacuum breaker 1 and near the perimeter ditch. This plume is located on the Property.
VB 4	The plume is located along the blowdown line east of the Station and on Will County Forest Preserve land. This plume is located both on and off the Property.
VB 6	The plume is located along the blowdown line east of the Station. This plume is located on the Property.
VB 7	The plume is located along the blowdown line east of the Station and on Will County Forest Preserve land. This plume is located both on and off the Property.

The following table summarizes the groundwater actions to be taken at each of the above sites and the dates each deliverable shall be provided to the Illinois EPA:

<u>Site Plan</u>	<u>Migration Control Plan</u>	<u>Corrective Action Plan</u>	<u>Minimize Impairment Plan</u>
VB 1	July 1, 2006	not applicable	not applicable
VB 2 and 3	July 1, 2006	August 1, 2006	December 1, 2006

VB 4	July 1, 2006	not applicable	December 1, 2006
VB 6	not applicable	not applicable	December 1, 2006
VB 7	not applicable	not applicable	December 1, 2006

H. Progress Reports

22. Exelon Generation shall provide quarterly progress reports on the status of all work required to be performed under this Preliminary Injunction Order. Reports shall be submitted until the parties agree otherwise, or until further order of this Court. This progress report shall include all activities completed to date and the actions that have been taken during the previous reporting period toward achieving compliance with this Preliminary Injunction Order. Reports shall be submitted within fifteen (15) days after the end of each quarter during which such activities are in progress, beginning the first full quarter following the entry of this Preliminary Injunction Order. The report shall include:

- a) the date on which any task was achieved;
- b) an identification of any event that may cause delay in achieving future tasks, and a summary of efforts made, if any, to mitigate the delay;
- c) the progress made toward completing the tasks in the Preliminary Injunction Order; and
- d) the activities scheduled for the next quarter.

23. Within fourteen (14) days of the entry of this Preliminary Injunction Order, Exelon Generation shall provide to the Plaintiff the following information and documents relating to the blowdown line:

- a) The manufacturer's specifications and installation instruction manuals;
- b) the date of installation;

- c) any and all reports of test(s) conducted to determine the structural integrity of the blowdown line;
- d) the flow rates;
- e) any engineering evaluations or studies conducted to determine the suitability of this line for continued service;
- f) any and all communications with the manufacturer of the vacuum breakers; and
- g) any and all documents relating to any failure(s) of this line including any failure analysis report(s).

24. Within thirty (30) days of entry of this Preliminary Injunction Order, Exelon Generation shall provide to the Plaintiff a report, with supporting documentation, explaining the cause of the release(s) from its storage tank area that occurred on March 13, 2006. The documentation, to the extent it exists, shall include the following information: the number of tanks located at the Facility, the capacity of the tanks in gallons, the description or specification of the tanks, the dimensions (a scale drawing) of the tanks, any engineering information relating to the ability of the tanks to withstand natural disasters (e.g., tornados; any engineering design which details the secondary containment area including the dimensions, piping and flow diagram and its containment capacity; the location of all sewers and manholes located near this tank storage area; overfill protection requirements and any and all reports of inspections conducted of this tank storage area. Concurrently, Exelon Generation shall also provide to the Plaintiff a plan detailing all measures that have or will be implemented to prevent such reoccurrence.

I. Community Relations Plan and Public Information

25. Exelon Generation shall continue to implement the community relations plan approved by the Illinois EPA on May 4, 2006, and attached hereto as Exhibit F and incorporated herein by reference. Until the completion of the remediation plan, or until otherwise agreed, Exelon Generation shall hold community information nights at least every two (2) months or as deemed necessary in consultation with the Illinois EPA. Exelon Generation shall discuss the agenda for the meeting(s) with the Illinois EPA.

26. Exelon Generation shall continue the public document repository it has established at Fossil Ridge Library in Braidwood and on its website (www.braidwoodtritium.info) so that documents relevant to the tritium investigation and remediation will be available for review by the community electronically and in hard copy form. Exelon shall maintain this repository until such time as the parties agree in writing or until further order of the Court.

J. Oversight Costs

27. Exelon Generation shall reimburse the Illinois EPA all of its past and future Oversight Costs incurred in overseeing and reviewing all groundwater investigations, reports, monitoring data, interim and long-term remediation proposals, and the oversight of all remediation implementation activities relating to the Facility. Oversight Costs shall include personnel service costs, travel costs, professional contractual services, laboratory costs, and other reasonable costs incurred pursuant to this Order. Past costs are Oversight Costs that were incurred from November 1, 2005, through the date of the entry of this Preliminary Injunction Order and which costs have not yet been reimbursed. Future costs are Oversight Costs that will be incurred subsequent to the entry of this Preliminary Injunction Order until completion of all

work required under this Order or further order of the Court and which have not yet been reimbursed.

28. Exelon Generation shall reimburse the County of Will for costs incurred in the investigation of potential tritium contamination of local drinking and ground water incurred from November 1, 2005 through the date of the entry of this Preliminary Injunction Order.

Reimbursable costs shall include personnel service costs, travel costs, professional contractual services, laboratory costs, and other reasonable costs incurred from November 1, 2005 through the date of this Order. Within thirty-five (35) days of the entry of this Order, Exelon Generation shall pay such costs in the form of a company check, money order or electronic transfer made payable to the County of Will, for deposit into the Will County General Revenue Fund and delivered to:

County of Will
Office of the Treasurer
302 N. Chicago Street
Joliet, Illinois 60432

The County of Will reserves its rights with regard to future costs incurred subsequent to the entry of this Preliminary Injunction Order until completion of all work required under this Order or further Order of the Court.

29. The Illinois EPA and County of Will shall submit to Exelon Generation on a quarterly basis, invoices with supporting documentation for its Oversight Costs incurred during the billing period. Within thirty-five (35) days of the receipt of a request for payment, Exelon Generation may contest the reasonableness of any requests for payment pursuant to paragraph 36 of this Order. Within thirty-five (35) days of receipt of a request for payment, Exelon Generation shall pay uncontested costs in the form of a company check, money order or electronic transfer made payable as follows:

a) The Illinois Environmental Protection Agency, for deposit into the Special State Project Trust Fund and delivered to:

Illinois Environmental Protection Agency
Fiscal Services
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

b) The County of Will, for deposit into the Will County General Revenue Fund and delivered to:

County of Will
Office of the Treasurer
302 N. Chicago Street
Joliet, Illinois 60432

K. Stipulated Penalties and Force Majeure

30. If Exelon Generation fails to meet any deadline contained herein, or fails to timely complete any activity required under this Preliminary Injunction Order or to timely provide any document(s) required herein, (subject to an extension of time granted by Plaintiff's written determination or granted by Court Order), Exelon Generation shall pay stipulated penalties per violation per day for non-compliance as follows, until such time as Exelon Generation has corrected the non-compliance:

<u>Period of non-compliance</u>	<u>Amount per day</u>
1 - 30 days	\$ 500.00
31 - 60 days	\$1,000.00
Over 60 days	\$1,500.00

Stipulated penalties shall continue to accrue during the pendency of any dispute resolution process, but shall not attach if Exelon Generation prevails in dispute resolution.

31. In the event the Plaintiff determines that a violation that would be subject to stipulated penalties has occurred, the Plaintiff may give written notification of such violation to Exelon Generation. However, failure of the Plaintiff to provide such written notification shall

not be construed as a waiver of the Plaintiff's right to seek stipulated penalties. The stipulated penalty shall become due and payable within fourteen (14) days after Exelon Generation knows or should have known of the violation.

32. Payment of stipulated penalties shall be made by certified check or money order, made payable to the Illinois EPA for deposit into the Environmental Protection Trust Fund and shall be sent by first class mail and delivered to:

Illinois Environmental Protection Agency
Fiscal Services
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

The name and number of the case and Exelon Generation's FEIN shall appear on the face of all checks. A copy of the certified check or money order and any transmittal letter shall be sent to:

Rebecca Burlingham or designee
Supervising Attorney
Assistant Attorney General
Environmental Bureau
188 W. Randolph St., 20th Floor
Chicago, Illinois 60601

33. A *force majeure* event is an event arising solely beyond the control of Exelon Generation, which prevents the timely performance of any of the requirements of this Preliminary Injunction Order. For purposes of this Preliminary Injunction Order *force majeure* shall include, but is not limited to, events such as floods, fires, tornadoes, other natural disasters, labor disputes beyond the reasonable control of Exelon Generation, or prohibitions imposed by any court having jurisdiction over Exelon Generation.

When, in the opinion of Exelon Generation, a *force majeure* event occurs which causes or may cause a delay in the performance of any of the requirements of this Preliminary Injunction Order, Exelon Generation shall orally notify the Plaintiff within forty-eight (48) hours of the

occurrence. Written notice shall be given to the Plaintiff as soon as practicable, but no later than ten (10) business days after the claimed occurrence.

Failure by Exelon Generation to comply with the notice requirements of the preceding paragraph shall render this *Force Majeure* provision voidable by the Plaintiff as to the specific event for which Exelon Generation has failed to comply with the notice requirement. If voided, this section shall be of no effect as to the particular event involved.

An increase in costs associated with implementing any requirement of this Preliminary Injunction Order shall not, by itself, excuse Exelon Generation under the provisions of this Preliminary Injunction Order from a failure to comply with such a requirement.

L. Miscellaneous

34. Exelon Generation shall not discharge tritiated wastewater through the blowdown line without giving Plaintiff twenty-eight (28) days written notice.

35. The parties may, by mutual consent, extend any dates under this Preliminary Injunction Order without leave of Court. Any such agreed modification shall be in writing, signed by authorized representatives of each party and incorporated into this Preliminary Injunction Order by reference.

36. For all disputes which do not involve an imminent and substantial threat to human health or the environment, the parties shall use their best efforts to resolve all disputes or differences of opinion arising with regard to this Preliminary Injunction Order, informally and in good faith. If, however, said disputes arise concerning this Preliminary Injunction Order which after seven (7) business days the parties are unable to resolve informally, either party may, by written motion, request that an evidentiary hearing be held before the Will County Circuit Court, to resolve the dispute between the parties.

37. Subject to security and access requirements of the NRC, in addition to any other authority the Illinois EPA, its employees and representatives, the Attorney General, her employees and representatives and the State's Attorney of Will County, his employees and representatives, shall have the right to enter Exelon Generation's facility which is the subject of this Preliminary Injunction Order, at all reasonable times and upon reasonable notice for the purposes of carrying out inspections related to the requirements of this Preliminary Injunction Order. In conducting such inspections, the Illinois EPA, its employees and representatives, the Attorney General, her employees and representatives and the State's Attorney of Will County, his employees and representatives, may take photographs, samples, and collect information, as they deem necessary.

38. Defendants shall preserve, during the pendency of this matter, all documents, records and equipment in their custody, control or possession that relate to the requirements of this Preliminary Injunction Order, including the performance of work under this Preliminary Injunction Order, the blowdown line and the operation of the Facility. Defendants shall not destroy any document, record or equipment to which the Plaintiff has requested access for inspection or copying until Plaintiff has obtained such access or copies or withdrawn its request for such access or copies.

39. "Documents" shall mean or refer to all written or graphic matter of every kind or description, however produced or reproduced, whether draft or final, original or reproduction, specifically including but not limited to: writings, drawings, graphs, charts, photographs, data compilations, letters, correspondence, memoranda, minutes, notes, contracts, agreements, memoranda of conversations, microfilm, periodicals, bulletins, circulars, notices, teletype messages, interoffice communications, reports, company worksheets, or material similar to any

of the foregoing, however denominated, which are in the possession, custody or control of defendant.

40. All submittals and correspondence required by this Preliminary Injunction Order shall be directed to the following persons:

As to the Plaintiff

Rebecca Burlingham or designee
Supervising Attorney
Assistant Attorney General
Environmental Bureau
188 W. Randolph St., 20th Floor
Chicago, Illinois 60601

Charles Gunnarson
Division of Legal Counsel
Illinois EPA
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

Bill Buscher
Illinois EPA
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

James W. Glasgow
Will County State's Attorney
121 N. Chicago Street
Joliet, Illinois 60432

As to the Defendants

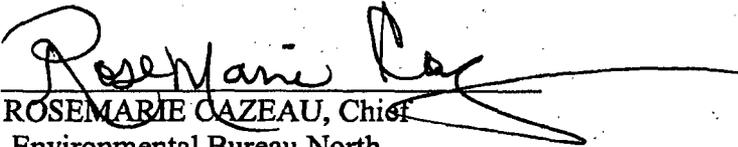
Joan Fencik
Vice President & Deputy General Counsel
Exelon Corporation
10 S. Dearborn Street
P.O. Box 805379
Chicago IL 60680-5379

41. Exelon Generation shall comply with all requirements of its NPDES permit including any standard and special conditions contained therein.

42. This matter is set for further status on _____, 2006 at _____.

PEOPLE OF THE STATE OF ILLINOIS
ex rel. LISA MADIGAN, Attorney
General of the State of Illinois

MATTHEW J. DUNN, Chief, Environmental
Enforcement/Asbestos Litigation Division

By: 
ROSEMARIE CAZEAU, Chief
Environmental Bureau North

ex rel. JAMES W. GLASGOW, State's
Attorney for Will County, Illinois

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

BY: 
ROBERT A. MESSINA
Chief Legal Counsel

DATE: 5/11/06

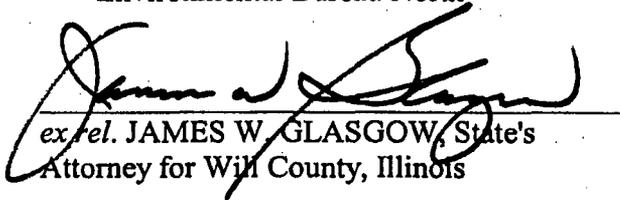
41. Exelon Generation shall comply with all requirements of its NPDES permit including any standard and special conditions contained therein.

42. This matter is set for further status on _____, 2006 at _____.

PEOPLE OF THE STATE OF ILLINOIS
ex rel. LISA MADIGAN, Attorney
General of the State of Illinois

MATTHEW J. DUNN, Chief, Environmental
Enforcement/Asbestos Litigation Division

By: _____
ROSEMARIE CAZEAU, Chief
Environmental Bureau North



ex rel. JAMES W. GLASGOW, State's
Attorney for Will County, Illinois

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

BY: _____
ROBERT A. MESSINA
Chief Legal Counsel

DATE: _____

EXELON CORPORATION

By: Joan Fencik
Joan Fencik
Vice President and Deputy General Counsel
Exelon Business Services Company

COMMONWEALTH EDISON COMPANY

By: Joan Fencik
Joan Fencik
Vice President and Deputy General Counsel
Exelon Business Services Company

EXELON GENERATION COMPANY, LLC

By: Joan Fencik
Joan Fencik
Vice President and Deputy General Counsel
Exelon Business Services Company

JUDGE

DATE