

UNITED STATES OF AMERICA  
ATOMIC ENERGY COMMISSION

In the Matter of )  
COMMONWEALTH EDISON COMPANY )  
(Dresden Nuclear Power Station, )  
Unit 3) )

2-17-71.

Docket No. 50-249

CERTIFICATE OF SERVICE

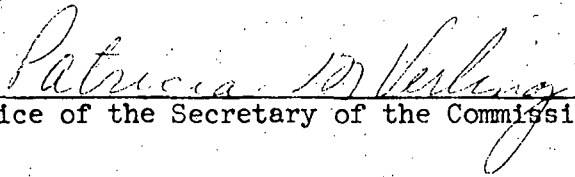
I hereby certify that copies of a letter dated February 17, 1971 from D. D. Comey and B.P.I. Action Fund, Inc. withdrawing their petition to intervene with attached agreement in the captioned matter have been served on the following by deposit in the United States mail, first class or air mail, this 17th day of February 1971:

Arthur C. Gehr, Esq.  
Isham, Lincoln & Beale  
One First National Plaza  
Forty-Second Floor  
Chicago, Illinois 60670

Mr. Leroy Stratton  
Bureau of Radiological Health  
Illinois Department of Public  
Health  
Springfield, Illinois 62706

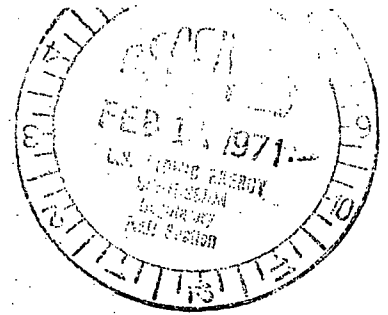
Mr. Byron Lee, Jr.  
Assistant to the President  
Commonwealth Edison Company  
P. O. Box 767  
Chicago, Illinois 60690

Neil J. Newman, Esq.  
Regulatory Staff Counsel  
U. S. Atomic Energy Commission  
Washington, D. C. 20545

  
Office of the Secretary of the Commission

cc: Mr. Newman  
Mr. Wells  
H. Steele  
H. Smith

Thomas R. Meites, Esq.,  
Suite 1001  
109 North Dearborn Street  
Chicago, Illinois 60602



February 17, 1971

Mr. W. B. McCool, Secretary  
U.S. Atomic Energy Commission  
Washington, D.C. 20545

Re: Docket 50-249

Dear Mr. McCool:

B.P.I. Action Fund, Inc. and David Dinsmore Comey, by and through their attorney, Thomas R. Meites, herewith inform the Commission that they withdraw their Petition to Intervene dated December 18, 1970, in Docket 50-249.

B.P.I. Action Fund, Inc. and David Dinsmore Comey further state that they waive their rights to a public hearing on their Petition to Intervene.

B.P.I. Action Fund, Inc. and David Dinsmore Comey further state that they no longer contest the issuance to Applicant in Docket 50-249 of a full-power operating license containing technical specifications attached as Appendix A to AEC License No. DPR-25, dated January 12, 1971, and modified by Applicant by letters to the Commission on February 10, 1971, which technical specifications as modified have been approved by the parties and representatives of the Atomic Energy Commission staff and are in part the subject of an Agreement between Applicant and Interveners dated February 11, 1971 [attached hereto as Exhibit A].

Yours very truly,

A handwritten signature in cursive script, appearing to read "Thomas R. Meites".

Thomas R. Meites

A handwritten signature in cursive script, appearing to read "Gordon B. Sherman".  
B.P.I. ACTION FUND, INC.  
by Gordon Sherman, its President

Subscribed to and sworn before  
me this 17th day of February, 1971

A handwritten signature in cursive script, appearing to read "David Dinsmore Comey".  
David Dinsmore Comey

A handwritten signature in cursive script, appearing to read "N. B. ...".  
Notary Public 670

## AGREEMENT

COMMONWEALTH EDISON COMPANY, One First National Plaza, Chicago, Illinois (hereinafter referred to as "Edison"), and DAVID DINSMORE COMEY, Suite 6012, 505 North Lake Shore Drive, Chicago, Illinois, and B.P.I. ACTION FUND, INC., Suite 1001, 109 North Dearborn Street, Chicago, Illinois (hereinafter referred to as "Intervenors") agree as follows:

### 1. MODIFICATION OF RADIOACTIVE GAS TREATMENT SYSTEM

Within sixty (60) days of the execution of this agreement, Edison agrees to select a modified radioactive gas treatment system ("the system") suitable for adaptation to its Dresden 2 and Dresden 3 nuclear electric generating facilities; immediately thereafter to procure the system selected; and after issuance of any necessary permits and licenses as specified in Section 2 hereof, to begin any construction necessary for its installation.

### 2. GOVERNMENTAL PERMITS

Edison agrees to promptly apply for all permits or licenses required for the construction, installation and operation of the modified radioactive gas treatment system it selects and to prosecute all such applications with due diligence.

Edison will also propose changes to the Technical Specifications incorporated in its AEC licenses for Dresden Units 2 and 3 that will describe operating procedures for utilization and maintenance of this equipment.

### 3. TIME OF PERFORMANCE AND FORCE MAJEURE

The modified radioactive gas treatment system shall be installed and placed into operation no later than thirty-six (36) calendar months following the date of execution of this agreement; provided however, that the time for performance shall be extended for a time equal to the period of any of the following delays:

- a. Delay in the installation or the initial operation of the selected system for Dresden 2 and Dresden 3, by reason of the failure of the Atomic Energy Commission (hereinafter referred to as "AEC") to grant approval of the system or its operation within three months after submittal of a request therefor.

- b. Delay in the completion of Dresden 3, or in the installation or operation of the selected system for Dresden 2 and Dresden 3, by reason of the failure of the AEC or any other governmental agency, to grant an operating license for Dresden 3 or any other permit or license or by reason of any other governmental action or inaction.
- c. Delay by reason of any other cause beyond the reasonable control of Edison whether or not such cause is related to governmental action or inaction.

Edison agrees to notify Intervenors no later than ten (10) business days after it becomes aware of any factor which Edison claims may be a basis for an extension of time of more than 30 days for performance of Edison's obligations pursuant to this section. Notification of any such factor is a condition precedent to an extension of time for more than thirty days by reason of the existence of such factor.

#### 4. MODIFICATION OF OPERATIONS PRIOR TO INSTALLATION OF MODIFIED RADIOACTIVE GAS TREATMENT SYSTEM

Pending installation and operation of the system in accordance with the schedule herein provided, Edison may operate Dresden 2 and Dresden 3 at any power level authorized by any then applicable license or permit issued to Edison, except that Edison shall make reasonable efforts to operate Dresden 2 and 3 in a manner which will result in the release of radioactive gaseous effluents in quantities below 0.105 Ci/sec for either Unit 2 or 3 operating at the same time. Edison agrees to take corrective action whenever radioactive gaseous effluents reach the above-described quantities as long as such actions are consistent with its obligation to serve its customers' needs.

Edison agrees that operation of Dresden 2 and Dresden 3 at levels of gaseous radioactive effluents above the levels described above but below the presently proposed AEC maximum limits will not exceed the amount of time at various levels described by the following formulas:

$$\text{Dresden 2 or 3} \quad t = \frac{560}{Q_x}$$

$$\text{Dresden 2 \& 3} \quad t = \frac{720}{Q_y}$$

where  $t$  = cumulative hours of operation at release rate  $Q_x$  or  $Q_y$  or above in the twelve months ending with the month for which the calculation is made.

$Q_x$  = release rate (in Ci/sec) above 0.105 Ci/sec for Dresden Unit 2 or Unit 3 operating separately.

$Q_y$  = release rate (in Ci/sec) above 0.135 Ci/sec when both Dresden Units 2 and 3 are operating simultaneously.

If release rates continuously exceed 0.105 Ci/sec for either Unit 2 or 3 operating separately, or 0.135 Ci/sec for both units operating at the same time for more than seven (7) consecutive calendar days, Edison agrees to notify Intervenors of the quantities and duration of such releases.

#### 5. MODIFICATION OF OPERATIONS SUBSEQUENT TO INSTALLATION OF MODIFIED RADIOACTIVE GAS TREATMENT SYSTEM

After installation and completion of testing of the system, Edison agrees, so far as practicable, (1) to maintain and operate the system in such a fashion so that it will operate in accordance with its performance specifications, (2) to make reasonable efforts to operate Dresden 2 and 3 in a manner which will result in the release of radioactive gaseous effluents in quantities below 0.010 Ci/sec for either Unit 2 or 3 operating separately, or 0.015 Ci/sec for both units operating at the same time, and (3) to take corrective action whenever radioactive gaseous effluents reach the above-described quantities as long as such actions are consistent with its obligation to serve its customers' needs.

Edison agrees that operation of Dresden 2 and Dresden 3 at levels of gaseous radioactive effluents above the levels described above but below the present proposed AEC maximum limits will not exceed the amount of time at various levels, described by the following formulas:

$$\text{Dresden 2 or 3} \quad t = \frac{560}{Q_x}$$

$$\text{Dresden 2 \& 3} \quad t = \frac{720}{Q_y}$$

where  $t$  = cumulative hours of operation at release rate  $Q_x$  or  $Q_y$  or above in the twelve months ending with the month for which the calculation is made.

$Q_x$  = release rate (in Ci/sec) above 0.010 Ci/sec for Dresden Unit 2 or Unit 3 operating separately.

$Q_y$  = release rate (in Ci/sec) above 0.015 Ci/sec when both Dresden Units 2 and 3 are operating simultaneously.

If release rates continuously exceed 0.010 Ci/sec for either Unit 2 or 3 operating separately, or 0.015 Ci/sec for both units operating at the same time for more than seven (7) consecutive calendar days, Edison agrees to notify Intervenor of the quantities and duration of such releases.

#### 6. TERMINATION OF INTERVENTION

Upon execution of this agreement, Intervenor agree to withdraw, or otherwise cause the AEC to dismiss, their Petition to Intervene in Docket No. 50-249 of the AEC and to take no action which will in any way impair or impede the expeditious processing of all governmental permits and licenses necessary for operation of Dresden 3, subject to notification by Edison that the Technical Specifications as modified pursuant to this agreement and on file with AEC, have been reviewed and approved by the AEC.

#### 7. DISPUTES

If any dispute arises between Edison and Intervenor concerning the interpretation or performance of this agreement, they will first attempt to resolve the same by good faith discussions directed toward settlement by further agreement. Any such discussions shall be carried on in confidence and without publicity thereof to others except insofar as such publicity may be required in connection with reporting requirements of any federal, state or local agency. In the event that such discussions fail to result in further agreement, the parties will not object to venue in either Grundy or Cook County for any action arising from the interpretation or performance of this agreement.

In the event that any dispute cannot be resolved between the parties, time is of the essence for resolution of such dispute.

The parties further agree that a breach of this agreement by any party cannot be compensated or measured by money damages, and,

accordingly, both parties agree that any party may enforce the obligations of any other party by proceedings for equitable relief, including but not limited to specific performance, injunctions and mandatory injunctions.

#### 8. ENTIRE AGREEMENT

This agreement supersedes all prior representations, negotiations and understandings of the parties hereto, whether oral or written, and constitutes the entire agreement of the parties with respect to the subject matter hereof. This agreement shall not be changed or superseded, except in writing, signed by the duly authorized representatives of the parties hereto.

#### 9. NOTICES

Edison agrees to inform Intervenors once each calendar quarter of its performance of the obligations contained in Sections 1 and 2 of the agreement.

Any notice or information required by this agreement shall be sent registered mail, return receipt requested, postage prepaid, to a representative of each party as follows:

(a) For Edison:

President  
Commonwealth Edison Company  
Post Office Box 767  
Chicago, Illinois 60690

(b) For Intervenors:

David Dinsmore Comey  
B.P.I. Action Fund, Inc.  
109 North Dearborn Street  
Suite 1001  
Chicago, Illinois 60602

unless a different address is requested in writing.

## 10. MISCELLANEOUS

No provision of this agreement shall prevent Edison from taking any action in connection with the operation, modification and construction of Dresden 2 and Dresden 3 which will result in reducing gaseous radioactive emissions below the levels in the performance specifications referred to in Section 5 hereof.

Nothing contained herein shall preclude Intervenor from participating in any public hearing held under 10 CFR 50 concerning any change in the full power license or the technical specifications, which proposed change or changes are inconsistent with the modifications of the Technical Specifications made pursuant to this agreement.

This agreement is entered into by Edison and the Intervenor to resolve all controversies, differences and disputes between the parties hereto with respect to the licensing and operation of Dresden 3 which may have heretofore arisen or might or could have arisen or which may or could hereafter arise during the course of any state or local proceeding concerning the operation of the unit according to the Technical Specifications as modified pursuant to this agreement, or any AEC hearing resulting from the Notice of Proposed Issuance of Facility Operating License of November 18, 1970, and appeals therefrom and in actions in connection therewith before an AEC Atomic Safety and Licensing Board, the AEC Atomic Safety and Licensing Appeal Board, the AEC, and all federal courts which may review the AEC's administrative determinations.

The execution of this document by Edison is not intended to, and does not, constitute any admission by Edison that its existing radioactive gas treatment system for Dresden 2 and Dresden 3 is inadequate, unsafe or results in the release of gaseous radioactive emissions in quantities which are harmful in any way to humans or the environment.

Similarly the execution of this document by Intervenor is not intended to, and does not, constitute any admission by Intervenor respecting the issues of the legality or propriety of the Standards for Protection Against Radiation raised in their Petition to Intervene.

## 11. SEVERABILITY

In the event that the performance of any provision of this agreement is declared unlawful by final action of any court or administrative agency,



the party whose performance has been declared unlawful is excused from further performance of that provision, but the remaining provisions of this agreement shall remain in full force and effect.

Dated: \_\_\_\_\_

\_\_\_\_\_  
David Dinsmore Comey  
B.P.I. ACTION FUND, INC.

By \_\_\_\_\_  
Gordon B. Sherman

COMMONWEALTH EDISON COMPANY

By \_\_\_\_\_

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U.S. ATOMIC ENERGY COMM.  
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