

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made between Eric J. Epstein ("Epstein"), GPU Nuclear Corporation ("GPU Nuclear") and the United States Nuclear Regulatory Commission ("NRC") Staff ("NRC Staff"), and is based on the following recitals, all of which are hereby agreed to be true:

RECITALS

A. GPU Nuclear is the holder of Facility Operating License No. DPR-73 for the Three Mile Island Nuclear Station Unit 2 ("TMI-2" or "the plant") located in Dauphin County, Pennsylvania.

B. GPU Nuclear has filed with the NRC an application to amend the TMI-2 license so as to change the current TMI-2 operating license to a "possession-only" license and modify the current TMI-2 Technical Specifications to allow for long-term storage of the facility, to be known as Post-Defueling Monitored Storage or "PDMS." For purposes of this Agreement, this GPU Nuclear license amendment application, as amended, will be referred to as the "PDMS Amendment."

C. Epstein has filed with the NRC a petition for leave to intervene ("Petition") in the NRC's consideration of the PDMS Amendment. GPU Nuclear and the NRC Staff have opposed Epstein's Petition. The NRC has designated an Atomic Safety and Licensing

Board ("Licensing Board") to rule on Epstein's Petition. For purposes of this Agreement, the Licensing Board proceeding with respect to Epstein's Petition will be referred to as the "PDMS proceeding."

D. Epstein and GPU Nuclear wish to settle the PDMS proceeding, and all possible claims and disputes of any nature between Epstein, on the one hand, and GPU Nuclear, on the other hand, relating in any way to any aspect of the PDMS Amendment as proposed by GPU Nuclear.

E. This Agreement is hereby established in order to, among other things, provide for the payment by GPU Nuclear of costs associated with certain Authorized Activities, as defined herein, in accordance with any statutory or regulatory requirements which are or may hereafter become applicable to this Agreement or GPU Nuclear.

NOW, THEREFORE, recognizing that it is in the public interest to provide mechanisms for the increased availability of information regarding TMI-2 and the ability of the community living or working in the vicinity of TMI-2 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 seven (7) years, beginning on the date of Licensing Board dismissal of the PDMS proceeding, and ending with the end of the seventh fiscal year as defined in Section 4.b.(5)(e) of this Agreement.

2. Dismissal of PDMS Proceeding. Within fifteen (15) days after the execution of this Agreement, the parties will file with the Licensing Board a joint stipulation seeking the dismissal, with prejudice, of Epstein's Petition challenging the PDMS Amendment.

3. Absence of Contested Proceeding. All of GPU Nuclear's performances and obligations under this Agreement are absolutely conditioned upon the absence of any contested proceeding, either before the NRC or before any court or other agency, challenging any aspect of the PDMS Amendment as proposed by GPU Nuclear. Notwithstanding this Agreement, in the event that a hearing is otherwise ordered or a complaint initiating a lawsuit is filed in any court which seeks to challenge any aspect of the PDMS Amendment, this Agreement will become voidable at the option of GPU Nuclear. In the event this Agreement is voided by the filing of such a petition or complaint, as described above, by Epstein, GPU Nuclear may seek to recover any funds paid pursuant to Sections 4.b.(5) and 14 of this Agreement.

4. Community Involvement.

a. Formation of "Special Interest" Group.

(1) GPU Nuclear will consider Epstein and/or several designated associates to be persons with a "special interest" in PDMS. These persons will be recognized by GPU Nuclear, during the seven-year term of this Agreement, as a "special interest group," hereinafter referred to as the "Group."

(2) The Group will have a membership of between three (3) and five (5) persons.

(3) Group members will be proposed by members of the community living or working in the geographic vicinity of TMI-2. All Group members must live or work in the geographic vicinity of TMI-2 (i.e., within a twenty-five (25) mile radius of TMI-2). All Group members must be approved by GPU Nuclear. GPU Nuclear's approval of proposed Group members will not be unreasonably withheld.

(4) The Group will not be recognized or discussed in the TMI-2 Technical Specifications or FSAR or in any other NRC-authorized or NRC-licensed program.

(5) At the end of its seven-year term, the Group may recommend that GPU Nuclear continue its recognition of the Group. Based on any such recommendation, GPU Nuclear may choose,

in its absolute, unreviewable discretion, to continue recognition of the Group beyond the seven-year term of this Agreement.

b. Benefits to Which the Group is Entitled.

(1) 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 GPU Nuclear copies of all GPU Nuclear reports and correspondence that relate to PDMS, that are filed with the NRC, and that would otherwise be available upon request to members of the public, including copies of GPU Nuclear's REMP report docketed at the NRC. All such reports and correspondence will be mailed to the Group within ten days of the filing of such reports and correspondence with the NRC. In addition, as described in Section 9 of this Agreement, the Group will be entitled to receive a yearly report on expenditures with regard to robotics research. As described in Section 5 of this Agreement, the Group will also be entitled to a copy of the information provided to area newspapers with respect to the results of its tritium monitoring program for the remaining period of accident-generated water evaporation. With the exception of the yearly report on expenditures with regard to robotics research, the Group will not be entitled to any reports or correspondence that would not

otherwise be generated by GPU Nuclear without regard to the existence of this Agreement.

(3) Exit meetings. GPU Nuclear will make a good faith effort to ensure that the Group receives timely prior notice of NRC exit meetings related to PDMS. Requests by the Group to attend exit meetings, as observers, shall be made to GPU Nuclear, which will not object to such a request if made promptly. The Group expects infrequently to request attendance. GPU Nuclear is solely responsible for making any necessary arrangements for the Group to observe the exit meetings. Nothing herein shall limit the right of the NRC to determine the time and place of such exit meetings, and whether, under specific circumstances, the Group or others may attend those meetings.

(4) Equipment. The Group will be entitled to the benefits discussed in Section 8 of this Agreement regarding the purchase of equipment. This paragraph is not intended to enlarge or expand the benefits described in Section 8 of this Agreement.

(5) Budget.

(a) GPU Nuclear 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 PDMS activities. The annual budget will consist of fifteen thousand dollars (\$15,000) for the Group's first

fiscal year, ten thousand dollars (\$10,000) for each of the Group's second through sixth fiscal years, and five thousand dollars (\$5,000) for the Group's seventh fiscal year. Reasonable administrative expenses would include, for example, reasonable expenses for the purchase of a portable computer, a printer, software, computer supplies, other office supplies (e.g., pencils, pens, paper clips, envelopes, letterhead, postage), a photocopying machine, a facsimile machine, a dedicated telephone line and answering machine, file cabinets, batteries, the maintenance and/or replacement of radalerts purchased under Section 8.b.(1) of this Agreement, service contracts for maintenance of the computer and printer purchased under Section 8.c.(1) of this Agreement and the computer purchased under Section 8.c.(2) of this Agreement, and reimbursement for reasonable fuel 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. GPU

Nuclear reserves the right to determine whether specified expenses not listed above are reasonable administrative expenses. The Group will resolve any doubts regarding the allowance of any expense by seeking GPU Nuclear's approval of the expense in advance. The Group will use all funds paid to the Group under this Section 4.b.(5) and all earnings accumulated or to be accumulated thereon (the "Funds") for the purposes described in this paragraph (the "Authorized Activities"). Within thirty (30) days following the expiration of this Agreement, the Group will provide to GPU Nuclear any equipment purchased under this Agreement, with the exception of the Radalerts purchased under Section 8.b.(1) of this Agreement.

(b) Within thirty (30) days of the execution of this Agreement, GPU Nuclear will pay, in the form of a check made out to the Group, fifteen thousand dollars (\$15,000). In each succeeding year, GPU Nuclear will pay, in the form of a check made out to the Group, the amount called for in Section 4.b.(5)(a) of this Agreement, subject to receipt of a certificate, satisfactory in form and substance to GPU Nuclear as described in Section 4.b.(5)(c) below, and subject to any credit recognized pursuant to Section 4.b.(5)(e) below.

(c) The Group will provide to GPU Nuclear, 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 GPU Nuclear 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;

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

(d) 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 GPU Nuclear or its duly authorized representative upon request.

(e) The Group's first fiscal year will commence on the date the funds are received from GPU Nuclear 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.

(f) At the end of the last fiscal year for which GPU Nuclear has agreed to recognize the Group, the Group will provide to GPU Nuclear the certificate described in Section 4.b.(5)(c) above. The Group will reimburse GPU Nuclear 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 GPU Nuclear within forty-five (45) days following the end of such last fiscal year.

5. Tritium Monitoring Results. GPU Nuclear will publish in area newspapers, on a monthly basis, the results of its tritium monitoring for the remaining period of accident-generated water evaporation. In addition, GPU Nuclear will provide the Group with a copy of the information provided to area newspapers pursuant to the preceding sentence. "Accident Generated Water" is defined as that term is defined in the TMI-2 Technical Specifications.

6. In-Plant Monitoring. GPU Nuclear will install a temperature-sensing device into the TMI-2 reactor vessel in order to monitor the temperature in the reactor vessel on a periodic basis so as to ensure the stable, steady state of the environment inside the reactor vessel. Monitoring information from this device will be included with other plant information contained in the periodic plant status reports.

7. Unexpected Trends. As part of the routine monitoring program for PDMS, GPU Nuclear will monitor for unexpected trends resulting in unanticipated high radiation levels within the plant. As a general matter, GPU Nuclear will consider any significant deviations from the expected performance and radiation level projections for the plant set forth in the PDMS Safety Analysis Report prepared by GPU Nuclear and the PDMS Safety Evaluation Report prepared by the NRC Staff to be unexpected trends. If such an unexpected trend is discovered, GPU Nuclear will, in accordance with established systems and procedures, monitor the trend in order to determine its cause and will implement and document appropriate corrective action. GPU Nuclear will provide the Group with copies of all reports that relate to the monitoring, analysis or correction of such unexpected trends and that are both filed with the NRC and otherwise available to the public.

8. Equipment Purchases.

a. Subject to the exceptions noted in Sections 8.b. and 8.c. below, GPU Nuclear will make available a reasonable amount of funds to enable a fully-qualified third party or a fully-qualified supporting laboratory, agent, or contractor of such third party (hereinafter collectively referred to as the "third party") to:

(1) Purchase the monitoring equipment listed below for the use of the Group;

(2) Provide routine calibration and maintenance for the equipment, except as otherwise provided;

(3) Train members of the Group and/or community to use the equipment; and

(4) Provide the Group with technical expertise and advice on the equipment and its operation.

b. Equipment to be Purchased by Third Party. The following equipment will be purchased pursuant to Section 8.a. above:

(1) Sixty (60) Radalerts

(a) Full ownership in and title to these Radalerts will reside in the Group.

(b) Following this one-time purchase of sixty (60) Radalerts, GPU Nuclear will have no continuing obligation to replace or repair Radalerts which malfunction.

(c) GPU Nuclear will provide funds for the purchase of the Radalerts from International Medcom of Sebastopol, California, provided that GPU Nuclear testing of samples of the equipment demonstrates that they meet specifications, and provided further that the price of each Radalert will not exceed two hundred fifteen dollars (\$215.00).

(2) Five (5) continuous low volume air samplers.

c. Equipment to be Purchased by GPU Nuclear. In addition to funding the purchase of the equipment listed in Section 8.b. above by the qualified third party discussed in Section 8.d. below, GPU Nuclear will take reasonable steps to expeditiously:

(1) Furnish a computer, a data line, and a printer, at the location chosen by the Group, for the receipt of data from the GPU Nuclear real-time gamma radiation monitoring system ("Reuter-Stokes"). GPU Nuclear's commitment to supply such data will continue for the period of recognition of the Group by GPU Nuclear, or for so long as GPU Nuclear continues to utilize the gamma radiation monitoring system, whichever period is shorter. GPU Nuclear will provide for the maintenance of the

data line. The Group will provide for the maintenance of the computer and printer.

(2) Purchase for the Group a computer and an on-line subscription for National Weather Service meteorological data. The Group will provide for the maintenance of the computer and the costs associated with the use of a modem for purposes of the on-line subscription.

d. Third Party Selection and Duties.

(1) The third party will be selected by Epstein and/or the Group, within fifteen (15) days from the execution of this Agreement, from the following list of eligible candidates:

(a) Dickinson College

(b) Pennsylvania State University

(2) Utilization of the third party candidate selected by Epstein and/or the Group is contingent upon the negotiation of reasonable terms satisfactory to GPU Nuclear and the third party for the payment of the third party and the fulfillment of the duties and obligations of the third party.

(3) Any supporting laboratory, agent, or contractor utilized by the third party to perform any duties of the third party arising under this Agreement must be approved by GPU Nuclear and Epstein.

(4) The third party will ensure that all members of the community who will operate the equipment purchased pursuant to this Section or who will obtain readings from such equipment are trained to properly operate the equipment and to understand equipment readings. The third party will ensure that such members of the community have a proper understanding of background radiation and fluctuations in background radiation.

(5) The third party will collect weekly the filters and cartridges of the low volume air samplers for analysis. Analyses performed will include weekly gross beta and alpha measurements, monthly gamma isotopic analysis, weekly I-131 analysis, and semi-annual Sr-90 analysis.

(6) The third party will not be required to calibrate, maintain or repair the Radalerts purchased pursuant to Section 8.b.(1) of this Agreement.

(7) The third party will contemporaneously provide GPU Nuclear with copies of all reports and written analyses provided by the third party to the Group. The third party will provide to the Group and to GPU Nuclear quarterly reports regarding monitoring data with respect to the low volume air samplers discussed in section 8.b.(2) of this Agreement.

(8) The third party and any supporting laboratory, agent, or contractor will report only to the Group, to

GPU Nuclear and the NRC, upon its request, with respect to any activities within the scope of this Agreement. Neither the third party or any supporting laboratory, agent, or contractor will be authorized to issue press releases, hold news conferences, or report to other persons or groups with respect to any activities within the scope of this Agreement. However, nothing herein shall prevent any person or party from informing the NRC of the content of any report or of any activities within the scope of this Agreement, regardless of whether such communication is otherwise required.

9. Robotics Research. During the term of this Agreement, GPU Nuclear will each year provide one hundred thousand dollars (\$100,000) to Carnegie Mellon University or to another qualified institution, or will budget a like amount for GPU Nuclear personnel, or some combination thereof, for the purpose of tracking research in the field of robotics, studying the applicability of such research to the decommissioning of TMI-2, and influencing, if necessary, the course of such research. GPU Nuclear will provide the Group with a copy of a yearly report describing the foregoing expenditures on robotics research.

10. Storage of Spent Fuel/Radioactive Waste. GPU Nuclear agrees that, for the length of PDMS, GPU Nuclear will not store spent fuel or radioactive waste from the Oyster Creek Nuclear Plant or from any other facility at TMI-2, provided that GPU

Nuclear may store spent fuel and radioactive waste from Three Mile Island Unit 1 at TMI-2.

11. Decommissioning of TMI-2. GPU Nuclear agrees that, at the conclusion of PDMS, TMI-2 will enter decommissioning in accordance with NRC regulations. TMI-2 will not be refurbished as a nuclear plant electric generation facility.

12. Accident-Generated Water. GPU Nuclear will dispose of accident-generated water in accordance with the TMI-2 license and Technical Specifications. "Accident-Generated Water" is defined as that term is defined in the TMI-2 Technical Specifications. The TMI-2 Technical Specifications currently provide that "ACCIDENT GENERATED WATER shall be disposed of in accordance with NRC-approved procedures."

13. Bankruptcy and the Collection of Decommissioning Funds. GPU Nuclear agrees that, in the event that (a) GPU Nuclear or any of the TMI-2 owners should become the subject of proceedings under Chapter 11 of the Bankruptcy Code (or any statutory successor provisions), and (b) if permitted to do so, GPU Nuclear will call to the attention of the Bankruptcy Court the provisions of the TMI-2 Trust Agreements and the intent thereof and the settlement of the PDMS Proceeding.

14. Epstein's Counsel Fees. GPU Nuclear will pay the reasonable attorneys' fees and costs incurred by Epstein in

connection with efforts on this settlement in an amount not to exceed twenty-five thousand dollars (\$25,000) at usual and customary market rates. Epstein will not be reimbursed for any legal counsel fees incurred in connection with litigating the PDMS Proceeding. For purposes of this Section, legal counsel fees incurred in connection with reviewing pleadings filed in the PDMS proceeding in order to prepare for settlement negotiations, other forms of preparing for settlement negotiations, and actually participating in settlement negotiations are deemed to have been incurred in connection with settlement efforts. Legal counsel fees incurred in connection with preparing pleadings and affidavits and consulting with experts and technical consultants for purposes of preparing such pleadings and affidavits were not incurred in connection with settlement efforts. Within seven (7) days following the execution of this Agreement, Epstein will provide to GPU Nuclear an accounting of his legal counsel fees, including pertinent time records, in sufficient detail to enable GPU Nuclear to ensure that reimbursed fees are limited to those fees reasonably incurred in connection with settlement efforts. Within fifteen (15) days following its receipt of such an accounting, GPU Nuclear will provide the reimbursement of such fees that it has concluded were reasonably incurred in connection with settlement efforts.

15. NRC Staff as Signatory. Although GPU Nuclear and Epstein agree that the NRC Staff has no obligations or duties of

any kind whatsoever arising under the provisions of this Agreement, GPU Nuclear and Epstein have agreed to jointly recommend to the NRC Staff that the NRC Staff join GPU Nuclear and Epstein as signatory to this Agreement. GPU Nuclear and Epstein have further agreed that this Agreement shall not take effect unless and until the NRC Staff becomes a signatory to this Agreement. GPU Nuclear and Epstein further agree that the NRC has no obligation to implement, enforce or supervise any of the terms, conditions or duties created by this Agreement.

16. Press Release. GPU Nuclear and Epstein agree to issue a joint press release announcing this Agreement within forty-eight (48) hours after the execution of this Agreement.

17. Other Negotiations and Agreements. Epstein and GPU Nuclear agree that this Agreement shall not impact on the negotiations between community groups or individuals currently negotiating with the TMI Public Health Fund for radiation monitoring equipment.

18. 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 Epstein and GPU Nuclear, and confers no rights or obligations on the NRC.

19. 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.

20. 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.

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

22. 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 PDMS Amendment.

23. Further Assurances. Epstein and GPU Nuclear will execute, after the execution of this Agreement, all documents reasonably necessary to effectuate the intent of this Agreement.

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

25. Sole Benefit. Subject to the provisions of Section 24 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 Epstein and GPU Nuclear, and for the benefit of no other person. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than Epstein or GPU Nuclear any legal or equitable right, remedy, or claim under, or in respect to, this Agreement or any of its provisions.

26. 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, in signing this Agreement, does

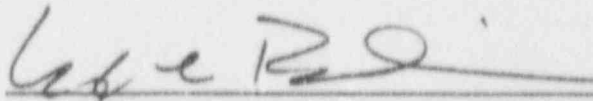
so solely as a vehicle to settle this proceeding and neither agrees or disagrees with its other terms or provisions as they are agreements between GPU Nuclear and Epstein. Further, nothing in this agreement shall be interpreted to in any way limit any right, duty, discretion, authority or regulatory responsibility of the NRC, its staff, contractors or consultants.

27. Severability. 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.

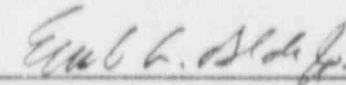
28. Authorizations. Each person signing this Agreement represents and warrants that he or she is duly authorized and empowered to act on behalf of and sign for the party for whom he or she has signed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this 25th day of September, 1992.

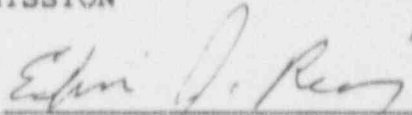
ERIC J. EPSTEIN

By: 

GPU NUCLEAR CORPORATION

By: 

UNITED STATES NUCLEAR REGULATORY
COMMISSION

By: 

0138:116VJC.92

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

DUCKETED
USNRC

BEFORE THE ATOMIC SAFETY AND LICENSING BOARD

92 OCT -9 P1:34

In the Matter of)
GPU NUCLEAR CORPORATION) Docket No. 50-320-OLA
(Three Mile Island Nuclear Station) (PDMS)
Unit 2))

OFFICE OF SECRETARY
DUCKETING & SERVICE
BRANCH

STATE OF SERVICE

I hereby certify that a copy of the foregoing "Joint Motion For Reconsideration" dated October 8, 1992, was served upon the following by deposit in the United States mail, first class, this 8th day of October, 1992:

Peter B. Bloch, Esq.
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Board Panel
U.S. Nuclear Regulatory
Commission
Washington, D.C. 20555

Docketing and Service Branch
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U.S. Nuclear Regulatory
Commission
Washington, D.C. 20555

Dr. Frank F. Hooper
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Board Panel
U.S. Nuclear Regulatory
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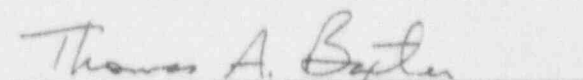
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