

RESOLUTION 2010-01

WHEREAS, the Compact was formed pursuant to the federal Appalachian States Low-Level Radioactive Waste Compact Consent Act, P.L. 100-319 ("Federal Compact Act"), as enacted in Delaware as, 65 Del. Laws, c. 244, 7 Del. Code Ann. tit. §§ 8001, et seq.; in Maryland as, 1986 Md. Laws, Ch. 33, § 2, Md. Code Ann., Envir. §§ 7-301 et seq.; in Pennsylvania as, Act of Dec. 22, 1985, P.L. 539, No. 120; 35 P.S. §§ 7125.1 et seq.; and in West Virginia as, 1985 W. Va. Acts c. 90, W. Va. Code Ann. §§ 29-1H-1 et seq. (collectively, the "State Compact Acts");

WHEREAS, the Appalachian States Low-Level Radioactive Waste Commission ("Commission") is the governing body of the Compact, pursuant to the Federal and State Compact Acts;

WHEREAS, the Compact was formed, the Commission established, and the Federal and State Compact Acts enacted pursuant to the federal Low-Level Radioactive Waste Policy Amendments Act of 1985, 42 U.S.C. § 2021b et seq. ("Federal LLW Act");

WHEREAS, the Commission has determined that, in the interests of conserving resources, the Bylaws of the Appalachian States Low-Level Radioactive Waste Commission (Adopted June 12, 1991; Revised June 24, 1993; Revised June 7, 1994; Revised December 2, 1998) ("Commission Bylaws") should be amended to allow Commission members and their Alternates to participate in meetings of the Commission via teleconference or other telecommunication means so long as there are at least four (4) voting Members or their Alternates physically present for the purpose of facilitating appropriate public participation.

NOW, THEREFORE, BE IT RESOLVED that the following sections of the Commission Bylaws are hereby amended as follows:

RESOLUTION 2007-1

WITNESSETH, WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact ("Compact") is an interstate compact composed of the States of Delaware, Maryland and West Virginia and the Commonwealth of Pennsylvania ("Party States");

WHEREAS, the Compact was formed for the purpose of managing and disposing of low-level radioactive waste ("LLW") on a regional basis;

WHEREAS, the Compact was formed pursuant to the federal Appalachian States Low-Level Radioactive Waste Compact Consent Act, P.L. 100-319 ("Federal Compact Act"), as enacted in Delaware as, 65 Del. Laws, c. 244, 7 Del. Code Ann. tit. §§ 8001, et seq.; in Maryland as, 1986 Md. Laws, Ch. 33, § 2, Md. Code Ann., Envir. §§ 7-301 et seq.; in Pennsylvania as, Act of Dec. 22, 1985, P.L. 539, No. 120; 35 P.S. §§ 7125.1 et seq.; and in West Virginia as, 1985 W. Va. Acts c. 90, W. Va. Code Ann. §§ 29-1H-1 et seq. (collectively, the "State Compact Acts");

WHEREAS, the Appalachian States Low-Level Radioactive Waste Commission ("Commission") is the governing body of the Compact, pursuant to the Federal and State Compact Acts;

WHEREAS, the Compact was formed, the Commission established, and the Federal and State Compact Acts enacted pursuant to the federal Low-Level Radioactive Waste Policy Amendments Act of 1985, 42 U.S.C. § 2021b et seq. ("Federal LLW Act");

WHEREAS, the Energy Policy Act of 2005 (Pub. L. No. 109-58, 119 Stat. 594) ("2005 Energy Act"), amended the Atomic Energy Act of 1954 ("Atomic Energy Act") and the Federal LLW Act;

WHEREAS, the amendments effected by the 2005 Energy Act narrowed the Federal LLW Act's definition of low-level radioactive waste by excluding from the definition two new categories of byproduct material;

WHEREAS, the Federal LLW Act (as amended by the 2005 Energy Act), defines

low-level radioactive waste as follows:

(9) Low-level radioactive waste.

(A) In general. The term "low-level radioactive waste" means radioactive material that—(i) is not high-level radioactive waste, spent nuclear fuel, or byproduct material (as defined in section 11(e)(2) of the Atomic Energy Act of 1954 (42 U.S.C. 2014(e)(2)); and (ii) the Nuclear Regulatory Commission, consistent with existing law and in accordance with paragraph (A), classifies as low-level radioactive waste.

(B) Exclusion. The term "low-level radioactive waste" does not include byproduct material (as defined in paragraphs (3) and (4) of section 11(e) of the Atomic Energy Act of 1954 (42 U.S.C. 2014(e)).

42 U.S.C.A. § 2021b(9) (2005) (emphasis added);

The Atomic Energy Act (as amended by the 2005 Energy Act) defines byproduct material as follows:

(e) The term "byproduct material" means

(1) any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material;

(2) the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content;

(3) (A) any discrete source of radium-226 that is produced, extracted, or converted after extraction, before, on, or after the date of enactment of this paragraph [Aug. 8, 2005] for use for a commercial, medical, or research activity; or

(B) any material that

(i) has been made radioactive by use of a particle accelerator; and

(ii) is produced, extracted, or converted after extraction, before, on, or after the date of enactment of this paragraph for use for a commercial, medical, or research activity; and

(4) any discrete source of naturally occurring radioactive material, other than source material, that

(A) the Commission, in consultation with the Administrator of the Environmental Protection Agency, the Secretary of Energy, the Secretary of Homeland Security, and the head of any other appropriate Federal agency, determines would pose a threat similar to the threat posed by a discrete source of radium-226 to the public health and safety or the common defense and security; and

(B) before, on, or after the date of enactment of this paragraph [Aug. 8, 2005] is extracted or converted after extraction for use in a commercial, medical, or research activity.

42 U.S.C.A. § 2014(e) (2005) (emphasis added);

WHEREAS, the Compact defines low-level radioactive waste (called “low-level waste” for short in the Compact) as follows:

(k) "LOW-LEVEL WASTE" means radioactive waste that: (1) is neither high-level waste or transuranic waste, nor spent nuclear fuel, nor by-product material as defined in Section 11(e)(2) of the Atomic Energy Act of 1954 as amended; and (2) is classified by the Federal Government as low-level waste, consistent with existing law; but does not include waste generated as a result of atomic energy defense activities of the Federal Government, as defined in Public Law 96-573, or Federal research and development activities.

35 P.S. § 7125.1 (2005) (emphasis added);

WHEREAS, the Commission has concluded that the Compact should be construed *in pari materia* with the Federal LLW Act and the Atomic Energy Act, both as amended by the 2005 Energy Act.

NOW THEREFORE, BE IT RESOLVED that the definition of LLW in the Compact be construed by the Commission to exclude the two new categories of byproduct material which were excluded from the definition of LLW in the Federal LLW Act and the Atomic Energy Act by the 2005 Energy Act; and that the Commission urge the Party States to adopt statutory interpretations of their respective State Compact Acts consistent with this resolution, either by policy or regulation as they deem appropriate.

Janati, Rich

From: Janati, Rich
Sent: Tuesday, December 04, 2007 10:33 AM
To: 'andersont@pepperlaw.com'
Cc: 'skjoldam@pepperlaw.com'
Subject: FW: Action Item from Resolution 2007-1
Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning Tim,

This is a follow up to an action item from the recent Resolution (2007-1) by the Appalachian Compact Commission regarding the definition of low-level radioactive waste (LLRW). The definition of LLRW in Pennsylvania is provided in Act 1988-12, Section 103 and the regulations in Chapter 236, Section 236.2. This definition is compatible with the NRC regulation in 10 CFR 61.2. Additionally, in support of the Agreement State Status Program with the NRC, Pennsylvania has made a policy and regulatory decision to incorporate all applicable NRC regulations "by reference". Therefore, it is our position that no additional action(s) will be required by the Commonwealth in response to Resolution 2007, which urged the Party States to adopt statutory interpretations of their respective State Compact Acts consistent with this resolution.

If you have any questions or need additional information, please let me know.

Sincerely,

Rich Janati

-----Original Message-----

From: Skjoldal, Michelle M. [mailto:skjoldam@pepperlaw.com]
Sent: Thursday, November 15, 2007 3:26 PM
To: rjanati@state.pa.us
Cc: Anderson, Tim; Carroll, John
Subject: ASLLRWC

Rich --

Attached please find the ASLLRWC letter to the Party States regarding Resolution 2007-1. Contact information has been added since it was last circulated.

Please feel free to let Tim or me know if you have questions or concerns.

Thank you,
Michelle

12/4/2007

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Appalachian States Low-Level Radioactive Waste Commission

P O. Box 2063 • Harrisburg, Pennsylvania 17105-2063 • (717) 787-2163 • FAX (717) 783-8965

November 30, 2007

717-787-2814

KATHLEEN A. Mc GINTY
CHAIRMAN AND
EXECUTIVE DIRECTOR

Honorable John A. Hughes
Secretary
Delaware Department of Natural Resources
and Environmental Control
State of Delaware
89 Kings Highway
Dover, DE 19901

Honorable Shari T. Wilson
Secretary
Maryland Department of the Environment
1800 Washington Boulevard
Baltimore, MD 21230

Honorable Stephanie R. Timmermeyer
Secretary
West Virginia Department of Environmental Protection
601 57th Street South East
Charleston, WV 25304

Re: Appalachian States Low-Level Radioactive Waste Commission Resolution 2007-1

Dear Sir and Madams:

I have enclosed a copy of Resolution 2007-1, adopted by the Appalachian States Low-Level Radioactive Waste Commission (Commission) on Friday, November 9, 2007. Capitalized terms used, but not defined, in this letter have the meanings ascribed to them in Resolution 2007-1.

Through Resolution 2007-1, the Commission determined that the Appalachian Compact (Compact) incorporates the 2005 Energy Policy Act's amendments to the federal definition of low-level waste (LLW). The amended federal definition excludes two new categories of by-product material. By construing the Compact's definition in this way, the Commission took a step toward preserving consistency between the definition in the Compact and the definition in the Federal LLW Act and the Atomic Energy Act.

Honorable John A. Hughes
Honorable Shari T. Wilson
Honorable Stephanie R. Timmermeyer

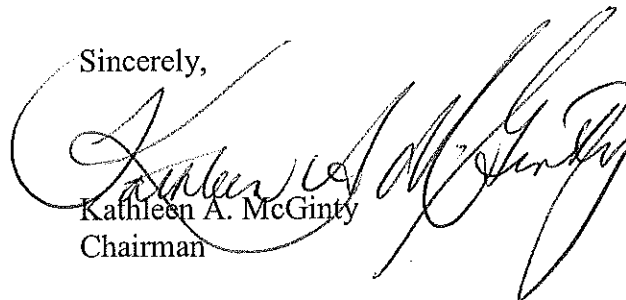
-2-

November 30, 2007

To complete the process, the Commission asks each of the Party States to determine that its respective State Compact Act incorporates the 2005 Energy Policy Act's amendments. If you have questions or would like additional information, please contact the Commission's counsel, Timothy B. Anderson of the law firm of Pepper Hamilton LLP, by telephone at 717-255-1190. Please provide Mr. Anderson with a copy of any action that you take in response by telephone to this request.

Thank you.

Sincerely,



Kathleen A. McGinty
Chairman

Enclosure

cc: Hon. Vincent Meconi
Hon. John Colmers
Hon. Allen Biehler
Hon. Dennis Yablonsky
Hon. Calvin Johnson
Randy Curtis
Frieda Fisher-Tyler
Harry Otto
Clifford Mitchell
Robert Summers
David Allard
Richard Hogg
James Logue
Daniel Gunderson
Dan Hill
H. Michael Dorsey
Edward Hammerberg
Kenneth Thornton
Rich Janati
John Carroll
Timothy Anderson

ORIGINAL

RESOLUTION 1998-1

WITNESSETH, WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact ("Compact") is an interstate compact composed of the States of Delaware, Maryland and West Virginia and the Commonwealth of Pennsylvania ("Party States"), formed pursuant to the federal Appalachian States Low-Level Radioactive Waste Compact Consent Act, P.L. 100-319 ("Federal Compact Act"), and pursuant to legislation enacted by each of the Party States ("State Compact Acts"), for the purpose of managing and disposing of low-level radioactive waste ("LLRW") on a regional basis;

WHEREAS, the Appalachian States Low-Level Radioactive Waste Commission ("Commission") is the governing body of the Compact, pursuant to the Federal and State Compact Acts;

WHEREAS, the Compact was formed, the Commission established, and the Federal and State Compact Acts enacted pursuant to the federal Low-Level Radioactive Waste Policy Amendments Act of 1985, 42 U.S.C. § 2021b et seq. ("Federal Policy Act");

WHEREAS, pursuant to the Federal and State Compact Acts, the Commonwealth of Pennsylvania is currently the only "host state" required by the Compact to cause a regional LLRW disposal facility for the Compact region (a "Regional Facility") to be sited and developed on a timely basis;

WHEREAS, the Department of Environmental Protection ("Department") is the agency of the Commonwealth of Pennsylvania charged with the siting and development of a Regional Facility (the "Siting Process");

WHEREAS, the Department has entered into an agreement with Chem-Nuclear Systems, Inc. to implement the Siting Process (the "Siting Contract"); and

WHEREAS, the Department has advised the Commission that it may suspend the Siting Process in light of the current availability of other LLRW disposal facilities to accept LLRW from the Compact region and the diminished volume of LLRW currently generated within the Compact region, and that it desires to resolve the Siting Contract.

NOW, THEREFORE, BE IT RESOLVED, that the Commission will support the Department's suspension of the Siting Process if it chooses to do so, and the Commission determines that, under the current circumstances, such suspension would not violate the Commonwealth's obligation under the Federal and State Compact Acts to cause a Regional Facility to be sited and developed on a timely basis.

AND BE IT FURTHER RESOLVED, that the Commission fully anticipates that the Department will resolve the Siting Contract in such a manner as to assure the resumption of the Siting Process on an expeditious and economical basis if the need arises or if the availability of a LLRW disposal site ceases for any reason.

ADOPTED this 18th day of June, 1998, at a meeting of the Appalachian States Low-Level Radioactive Waste Commission duly called and convened at the Harrisburg Hilton Hotel, Second and Market Streets, Harrisburg, Pennsylvania, at which meeting a quorum was present and continuing.

Marc S. Tenan 6/19/98
Marc S. Tenan, Executive Director

ORIGINAL

RESOLUTION 1998-2

WITNESSETH, WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact ("Compact") is an interstate compact composed of the States of Delaware, Maryland and West Virginia and the Commonwealth of Pennsylvania ("Party States"), formed pursuant to the federal Appalachian States Low-Level Radioactive Waste Compact Consent Act, P.L. 100-319 ("Federal Compact Act"), and pursuant to legislation enacted by each of the Party States ("State Compact Acts"), for the purpose of managing and disposing of low-level radioactive waste ("LLRW") on a regional basis;

WHEREAS, the Appalachian States Low-Level Radioactive Waste Commission ("Commission") is the governing body of the Compact, pursuant to the Federal and State Compact Acts;

WHEREAS, the Compact was formed, the Commission established, and the Federal and State Compact Acts enacted pursuant to the federal Low-Level Radioactive Waste Policy Amendments Act of 1985, 42 U.S.C. § 2021b et seq. ("Federal Policy Act");

WHEREAS, pursuant to the Federal and State Compact Acts, the Commonwealth of Pennsylvania is currently the only "host state" required by the Compact to cause a regional LLRW disposal facility for the Compact region (a "Regional Facility") to be sited and developed on a timely basis;

WHEREAS, the Department of Environmental Protection ("Department") is the agency of the Commonwealth of Pennsylvania charged with the siting and development of a Regional Facility (the "Siting Process");

WHEREAS, the Department has entered into an agreement with Chem-Nuclear Systems, Inc. to implement the Siting Process (the "Siting Contract"); and

WHEREAS, the Department has advised the Commission that it may suspend the Siting Process in light of the current availability of other LLRW disposal facilities to accept LLRW from the Compact region and the diminished volume of LLRW currently generated within the Compact region, and that it desires to terminate the Siting Contract.

NOW, THEREFORE, BE IT RESOLVED, that the Commission determines that, in event of such suspension of the Siting Process, it would be in the best interests of the Commission and the Party States that the Commission's current office be closed and the Commission's operations be transferred to and assumed by the office of the Chairman effective no later than December 31, 1998, if the Department announces a suspension of the Siting Process before that date;

AND BE IT FURTHER RESOLVED, that the Chairman and Executive Director be, and they hereby are, authorized and directed to wind up and settle the affairs of the Commission in the event of suspension of the Siting Process;

AND BE IT FURTHER RESOLVED, that in the event of suspension of the Siting Process the Chairman and Executive Director be, and they hereby are, authorized and directed to (a) terminate all employment agreements, leases for real and personal property, licenses for intellectual property, and other contracts and agreements to which the Commission is a party or by which it or any of its assets or properties is bound, effective no later than December 31, 1998, (b) proceed to collect all sums due it, (c) convert into cash all Commission assets (other than files, documents, and information stored in magnetic or other media), (d) out of the assets of the Commission, discharge or make adequate provision for the discharge of all liabilities of the Commission, according to their respective priorities (or, in case its assets are not sufficient to discharge its liabilities, apply all its assets fairly and equitably, as far as they will go, to the payment of such liabilities), and (e) transfer all files, documents, and information stored in magnetic or other media to the office of the Chairman effective no later than December 31, 1998;

AND BE IT FURTHER RESOLVED, that in the event of suspension of the Siting Process the Chairman be, and hereby is, authorized to act as the Executive Director on a temporary basis from the date of termination of the employment contract of the Executive Director until the Commission's next annual meeting, and until a new Executive Director is appointed and qualifies;

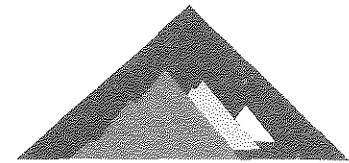
AND BE IT FURTHER RESOLVED, that in the event of suspension of the Siting Process the Vice Chairman be, and hereby is, authorized to act as the Secretary/Treasurer on a temporary basis from the date of termination of the employment contract of the Executive Director until the Commission's next annual meeting, and until a new Secretary/Treasurer is appointed and qualifies;

AND BE IT FURTHER RESOLVED, that in the event of suspension of the Siting Process any surplus remaining after paying or providing for all liabilities of the Commission as aforesaid (other than surcharge funds paid to the Commission pursuant to the Federal Policy Act) be placed in an account in the name of the Commission to be used solely for the purposes for which member state constitutions may be used pursuant to the Federal and State Compact Acts, as the same may be amended from time to time;

AND BE IT FURTHER RESOLVED, that in the event of suspension of the Siting Process the Chairman and Executive Director be, and they hereby are, authorized to execute such contracts, assignments, conveyances, and other instruments, and shall take such further actions as they shall, after consultation with the Commission's legal counsel, deem necessary or desirable to effectuate this Resolution.

ADOPTED this 18th day of June, 1998, at a meeting of the Appalachian States Low-Level Radioactive Waste Commission duly called and convened at the Harrisburg Hilton Hotel, Second and Market Streets, Harrisburg, Pennsylvania, at which meeting a quorum was present and continuing.

Marc S. Tenan 6/19/98
Marc S. Tenan, Executive Director



Delaware • Maryland • Pennsylvania • West Virginia

Appalachian States Low-Level Radioactive Waste Commission

207 State Street • Harrisburg, Pennsylvania 17101 • (717) 234-6295 • FAX (717) 234-6297

JAMES M. SEIF
CHAIRMAN

MARC S. TENAN
EXECUTIVE DIRECTOR

RESOLUTION 1998 – 3

ORIGINAL

WITNESSETH, WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact (Compact) is an interstate compact composed of the States of Delaware, Maryland and West Virginia and the Commonwealth of Pennsylvania (Party States), formed for the purpose of managing and disposing of low-level radioactive waste (LLRW) on a regional basis;

WHEREAS, Pennsylvania is the initial "host state" of the Compact, responsible for developing and operating a regional LLRW disposal facility;

WHEREAS, the Appalachian States Low-Level Radioactive Waste Commission (Commission) is the governing body of the Compact, responsible for designating additional "host states" of the Compact; and

WHEREAS, remediation activities at the Aberdeen Proving Grounds of the United States Department of Army have generated large volumes of very low-level radioactive waste in the past three years, which remediation activities are of limited duration and which will thus no longer, in the foreseeable future, result in Maryland exceeding the twenty-five percent threshold for designation as a "host state"; and

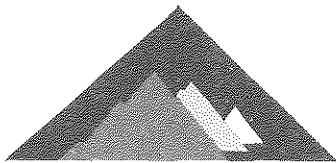
WHEREAS, the Commission has determined that it would not be in the best interests of the Compact or of the Party States to designate Maryland as an additional "host state" of the Compact.

NOW THEREFORE, BE IT RESOLVED, that the Commission does not designate Maryland as a "host state" of the Compact, and Maryland is therefore not responsible for developing and operating a regional LLRW disposal facility.

ADOPTED this 18th day of June, 1998, at a meeting of the Appalachian States Low-Level Radioactive Waste Commission duly called and convened at the Harrisburg Hilton Hotel, Second and Market Streets, Harrisburg, Pennsylvania, at which meeting a quorum was present and continuing.



Marc S. Tenan, Executive Director



Delaware • Maryland • Pennsylvania • West Virginia

ORIGINAL

Appalachian States Low-Level Radioactive Waste Commission

207 State Street • Harrisburg, Pennsylvania 17101 • (717) 234-6295 • FAX (717) 234-6297

JAMES M. SEIF
CHAIRMAN

MARC S. TENAN
EXECUTIVE DIRECTOR

Resolution to Transfer \$2 Million from the Commission's Surcharge Fund to the Pennsylvania Department of Environmental Protection

RESOLVED, that the Commission enter into a grant agreement with the Pennsylvania Department of Environmental Protection transferring \$2 million from the surcharge payment fund to DEP for funding the community partnering program for calendar year 1997, payments to be made on a quarterly basis commencing 1/1/97. The Department of Environmental Protection will provide the Commission with periodic reports of the progress of the community partnering program.

* * * *

I HEREBY CERTIFY that the foregoing resolution was adopted by unanimous voice vote at a meeting of the Appalachian States LLRW Commission duly noticed, called and convened on the 19th day of June at th Harrisburg Hilton and Towers, Harrisburg, Pennsylvania, at which a quorum was present and continuing.



Marc S. Tenan, Secretary and Executive Director

ORIGINAL

RESOLUTION 1998-1S

WITNESSETH, WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact ("Compact") is an interstate compact composed of the States of Delaware, Maryland and West Virginia and the Commonwealth of Pennsylvania ("Party States"), formed pursuant to the federal Appalachian States Low-Level Radioactive Waste Compact Consent Act, P.L. 100-319 ("Federal Compact Act"), and pursuant to legislation enacted by each of the Party States ("State Compact Acts"), for the purpose of managing and disposing of low-level radioactive waste ("LLRW") on a regional basis;

WHEREAS, the Appalachian States Low-Level Radioactive Waste Commission ("Commission") is the governing body of the Compact, pursuant to the Federal and State Compact Acts;

WHEREAS, the Compact was formed, the Commission established, and the Federal and State Compact Acts enacted pursuant to the federal Low-Level Radioactive Waste Policy Amendments Act of 1985, 42 U.S.C. § 2021b et seq. ("Federal Policy Act");

WHEREAS, pursuant to the Federal and State Compact Acts, the Commonwealth of Pennsylvania is currently the only "host state" required by the Compact to cause a regional LLRW disposal facility for the Compact region (a "Regional Facility") to be sited and developed on a timely basis;

WHEREAS, the Department of Environmental Protection ("Department") is the agency of the Commonwealth of Pennsylvania charged with the siting and development of a Regional Facility (the "Siting Process");

WHEREAS, the Department has advised the Commission that it has suspended the Siting Process in light of the current availability of other LLRW disposal facilities to accept LLRW from the Compact region and the diminished volume of LLRW currently generated within the Compact region;

WHEREAS, the Commission has determined that it is in the best interests of the Commission and the Party States that the Commission's current business office be closed effective December 31, 1998, and has authorized and directed the Chairman and Executive Director to take all actions necessary to wind up and settle the affairs of the Commission and to close its office; and

WHEREAS, the Commission desires to amend certain provisions of its bylaws to facilitate its continued operations without a business office and staff (including an employed Executive Director).


NOW, THEREFORE, BE IT RESOLVED, that the first paragraph of Article IV, Section One, of the Commission's bylaws be, and it hereby is, amended and restated in its entirety as follows (~~deletions indicated by strikeout~~, **additions indicated by bold and underline**):

The Commission shall hold ~~its~~ **an** annual meeting in ~~June~~ of each **fiscal** year. The annual meeting shall be held in the county selected to host a Regional Facility, **or if none has been selected, in the county determined by the Chairman.** The Chairman shall determine the time and place for the annual meeting.

AND BE IT FURTHER RESOLVED, that Article V, Section Four, Subsection (b), of the Commission's bylaws be, and it hereby is, amended and restated in its entirety as follows (~~deletions indicated by strikeout~~, **additions indicated by bold and underline**):

In Notwithstanding anything to the contrary in these Bylaws, in the event that the office of the Executive Director becomes vacant, and until the Commission appoints a new Executive Director: (1) the Chairman may shall act as such on a temporary basis or appoint an acting Executive Director until of the Commission is able to convene for the purpose of appointing a new Executive Director; (2) the Vice Chairman shall act as Secretary/Treasurer of the Commission; and (3) any act that, under these Bylaws, requires joint action or agreement of the Chairman and the Secretary/Treasurer, or of the Chairman and the Executive Director, shall be taken solely with the joint action or agreement of the Chairman and the Vice Chairman.

ADOPTED this 2nd day of December 1998, at a special meeting of the Appalachian States Low-Level Radioactive Waste Commission duly called and convened at the Harrisburg Hilton Hotel, Second and Market Streets, Harrisburg, Pennsylvania, at which meeting a quorum was present and continuing.



Marc S. Tenan, Executive Director

RESOLUTION 1998-2S

WITNESSETH, WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact ("Compact") is an interstate compact composed of the States of Delaware, Maryland and West Virginia and the Commonwealth of Pennsylvania ("Party States"), formed pursuant to the federal Appalachian States Low-Level Radioactive Waste Compact Consent Act, P.L. 100-319 ("Federal Compact Act"), and pursuant to legislation enacted by each of the Party States ("State Compact Acts"), for the purpose of managing and disposing of low-level radioactive waste ("LLRW") on a regional basis;

WHEREAS, the Appalachian States Low-Level Radioactive Waste Commission ("Commission") is the governing body of the Compact, pursuant to the Federal and State Compact Acts;

WHEREAS, the Compact was formed, the Commission established, and the Federal and State Compact Acts enacted pursuant to the federal Low-Level Radioactive Waste Policy Amendments Act of 1985, 42 U.S.C. § 2021b et seq. ("Federal Policy Act");

WHEREAS, pursuant to the Federal and State Compact Acts, the Commonwealth of Pennsylvania is currently the only "host state" required by the Compact to cause a regional LLRW disposal facility for the Compact region (a "Regional Facility") to be sited and developed on a timely basis;

WHEREAS, the Department of Environmental Protection ("Department") is the agency of the Commonwealth of Pennsylvania charged with the siting and development of a Regional Facility (the "Siting Process"); and

WHEREAS, the Department has advised the Commission that it has suspended the Siting Process in light of the current availability of other LLRW disposal facilities to accept LLRW from the Compact region and the diminished volume of LLRW currently generated within the Compact region.

NOW, THEREFORE, BE IT RESOLVED, that the Commission determines that it is in the best interests of the Commission and the Party States that the Commission's current office be closed effective December 31, 1998;

AND BE IT FURTHER RESOLVED, that the Chairman and Executive Director be, and they hereby are, authorized and directed to wind up and settle the affairs of the Commission;

AND BE IT FURTHER RESOLVED, that the Chairman and Executive Director be, and they hereby are, authorized and directed to (a) terminate all employment agreements and leases for real and personal property to which the Commission is a party or by which it or any of

its assets or properties is bound, effective no later than December 31, 1998, (b) proceed to collect all sums due it, (c) convert into cash all Commission assets (other than files, documents, and information stored in magnetic or other media), (d) out of the assets of the Commission, discharge or make adequate provision for the discharge of all liabilities of the Commission, according to their respective priorities (or, in case its assets are not sufficient to discharge its liabilities, apply all its assets fairly and equitably, as far as they will go, to the payment of such liabilities), and (e) transfer all files, documents, and information stored in magnetic or other media to the office of the Chairman effective no later than December 31, 1998;

AND BE IT FURTHER RESOLVED, that the Commission acknowledges that it only has funds available to pay rents under its copier lease dated November 11, 1997, until the end of its current appropriation period ending December 31, 1998; the Commission acknowledges that a request that funds be paid to the lessor under such copier lease has been made, and notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, the Commission expressly does not appropriate funds to be paid to the lessor for the copier; the Commission ratifies the prior written notice given in anticipation of this resolution by the Executive Director to the lessor, effective upon expiration of the current appropriation period, of termination of such copier lease; and the Commission instructs the Executive Director to return the copier to the lessor, at the Commission's expense, and thereupon be released from all obligations, all in accordance with the terms of such copier lease;

AND BE IT FURTHER RESOLVED, that any surplus remaining after paying or providing for all liabilities of the Commission as aforesaid be placed in one or more accounts in the name of the Commission to be used for the purposes of the Commission pursuant to the Federal and State Compact Acts, as the same may be amended from time to time;

AND BE IT FURTHER RESOLVED, that the Chairman and Executive Director be, and they hereby are, authorized to execute such contracts, assignments, conveyances, and other instruments, and shall take such further actions as they shall, after consultation with the Commission's legal counsel, deem necessary or desirable to effectuate this Resolution.

ADOPTED this 2nd day of December 1998, at a special meeting of the Appalachian States Low-Level Radioactive Waste Commission duly called and convened at the Harrisburg Hilton Hotel, Second and Market Streets, Harrisburg, Pennsylvania, at which meeting a quorum was present and continuing.



Marc S. Tenan, Executive Director

RESOLUTION 1998-3S

WITNESSETH, WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact ("Compact") is an interstate compact composed of the States of Delaware, Maryland and West Virginia and the Commonwealth of Pennsylvania ("Party States"), formed pursuant to the federal Appalachian States Low-Level Radioactive Waste Compact Consent Act, P.L. 100-319 ("Federal Compact Act"), and pursuant to legislation enacted by each of the Party States ("State Compact Acts"), for the purpose of managing and disposing of low-level radioactive waste ("LLRW") on a regional basis;

WHEREAS, the Appalachian States Low-Level Radioactive Waste Commission ("Commission") is the governing body of the Compact, pursuant to the Federal and State Compact Acts;

WHEREAS, the Compact was formed, the Commission established, and the Federal and State Compact Acts enacted pursuant to the federal Low-Level Radioactive Waste Policy Amendments Act of 1985, 42 U.S.C. § 2021b et seq. ("Federal Policy Act");

WHEREAS, pursuant to the Federal and State Compact Acts, the Commonwealth of Pennsylvania is currently the only "host state" required by the Compact to cause a regional LLRW disposal facility for the Compact region (a "Regional Facility") to be sited and developed on a timely basis;

WHEREAS, the Department of Environmental Protection ("Department") is the agency of the Commonwealth of Pennsylvania charged with the siting and development of a Regional Facility (the "Siting Process");

WHEREAS, the Department has advised the Commission that it has suspended the Siting Process in light of the current availability of other LLRW disposal facilities to accept LLRW from the Compact region and the diminished volume of LLRW currently generated within the Compact region;

WHEREAS, the Commission has determined that it is in the best interests of the Commission and the Party States that the Commission's current business office be closed effective December 31, 1998, and has authorized and directed the Chairman and Executive Director to take all actions necessary to wind up and settle the affairs of the Commission and to close its office; and

WHEREAS, the Commission desires to establish a fund for re-establishment of an active business office and staff in the event that the suspension of the Siting Process is terminated.

NOW, THEREFORE, BE IT RESOLVED, that a fund in the amount of Two Hundred Thousand Dollars (\$200,000.00), to be known as the "Restart Fund," be, and it hereby is, established, for the purpose of re-establishment of an active business office and staff (including an employed Executive Director) in the event that the suspension of the Siting Process is terminated; and

AND BE IT FURTHER RESOLVED, that the Chairman be, and he hereby is, authorized and directed to deposit or invest the Restart Fund in such accounts or investments as are permitted by applicable law (including the Federal and State Compact Acts) and as to him may seem desirable and in the best interests of the Commission.

ADOPTED this 2nd day of December 1998, at a special meeting of the Appalachian States Low-Level Radioactive Waste Commission duly called and convened at the Harrisburg Hilton Hotel, Second and Market Streets, Harrisburg, Pennsylvania, at which meeting a quorum was present and continuing.



Marc S. Tenan, Executive Director

RESOLUTION 1998-4S

ORIGINAL

WITNESSETH, WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact ("Compact") is an interstate compact composed of the States of Delaware, Maryland and West Virginia and the Commonwealth of Pennsylvania ("Party States"), formed pursuant to the federal Appalachian States Low-Level Radioactive Waste Compact Consent Act, P.L. 100-319 ("Federal Compact Act"), and pursuant to legislation enacted by each of the Party States ("State Compact Acts"), for the purpose of managing and disposing of low-level radioactive waste ("LLRW") on a regional basis;

WHEREAS, the Appalachian States Low-Level Radioactive Waste Commission ("Commission") is the governing body of the Compact, pursuant to the Federal and State Compact Acts;

WHEREAS, the Compact was formed, the Commission established, and the Federal and State Compact Acts enacted pursuant to the federal Low-Level Radioactive Waste Policy Amendments Act of 1985, 42 U.S.C. § 2021b et seq. ("Federal Policy Act");

WHEREAS, pursuant to the Federal and State Compact Acts, the Commonwealth of Pennsylvania is currently the only "host state" required by the Compact to cause a regional LLRW disposal facility for the Compact region (a "Regional Facility") to be sited and developed on a timely basis;

WHEREAS, the Department of Environmental Protection ("Department") is the agency of the Commonwealth of Pennsylvania charged with the siting and development of a Regional Facility (the "Siting Process");

WHEREAS, the Department has advised the Commission that it has suspended the Siting Process in light of the current availability of other LLRW disposal facilities to accept LLRW from the Compact region and the diminished volume of LLRW currently generated within the Compact region;

WHEREAS, the Commission has determined that it is in the best interests of the Commission and the Party States that the Commission's current business office be closed effective December 31, 1998, and has authorized and directed the Chairman and Executive Director to take all actions necessary to wind up and settle the affairs of the Commission and to close its office; and

WHEREAS, the Executive Director has heretofore acted as the Commission's representative on the Low Level Radioactive Waste Forum (the "Forum").

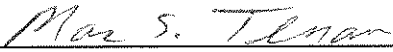
NOW, THEREFORE, BE IT RESOLVED, that the Chairman be, and he hereby is, authorized to act as the Commission's representative on the Forum, and the Executive

Director be, and he hereby is, further authorized to designate another person to act as such representative, until the Commission appoints a new Executive Director;

AND BE IT FURTHER RESOLVED, that the Chairman or his designee may act as the Commission's representative on the Forum notwithstanding the fact that he is or may be the representative of another agency or body;

AND BE IT FURTHER RESOLVED, that the Chairman or his designee shall report on the activities of the Forum at each meeting of the Commission until the Commission appoints a new Executive Director.

ADOPTED this 2nd day of December 1998, at a special meeting of the Appalachian States Low-Level Radioactive Waste Commission duly called and convened at the Harrisburg Hilton Hotel, Second and Market Streets, Harrisburg, Pennsylvania, at which meeting a quorum was present and continuing.



Marc S. Tenan, Executive Director

ORIGINAL

RESOLUTION 1998-5S

WITNESSETH, WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact ("Compact") is an interstate compact composed of the States of Delaware, Maryland and West Virginia and the Commonwealth of Pennsylvania ("Party States"), formed pursuant to the federal Appalachian States Low-Level Radioactive Waste Compact Consent Act, P.L. 100-319 ("Federal Compact Act"), and pursuant to legislation enacted by each of the Party States ("State Compact Acts"), for the purpose of managing and disposing of low-level radioactive waste ("LLRW") on a regional basis;

WHEREAS, the Appalachian States Low-Level Radioactive Waste Commission ("Commission") is the governing body of the Compact, pursuant to the Federal and State Compact Acts;

WHEREAS, the Compact was formed, the Commission established, and the Federal and State Compact Acts enacted pursuant to the federal Low-Level Radioactive Waste Policy Amendments Act of 1985, 42 U.S.C. § 2021b et seq. ("Federal Policy Act");

WHEREAS, pursuant to the Federal and State Compact Acts, the Commonwealth of Pennsylvania is currently the only "host state" required by the Compact to cause a regional LLRW disposal facility for the Compact region (a "Regional Facility") to be sited and developed on a timely basis;

WHEREAS, the Department of Environmental Protection ("Department") is the agency of the Commonwealth of Pennsylvania charged with the siting and development of a Regional Facility (the "Siting Process");

WHEREAS, the Department has advised the Commission that it has suspended the Siting Process in light of the current availability of other LLRW disposal facilities to accept LLRW from the Compact region and the diminished volume of LLRW currently generated within the Compact region;

WHEREAS, the Commission has determined that it is in the best interests of the Commission and the Party States that the Commission's current business office be closed effective December 31, 1998, and has authorized and directed the Chairman and Executive Director to take all actions necessary to wind up and settle the affairs of the Commission and to close its office; and

WHEREAS, the Commission desires to retain its independent auditors and to obtain interim, audited financial statements as of December 31, 1998, and for the six months then ended.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman be, and he hereby is, authorized and directed to continue to retain the Commission's independent auditors under the current terms and conditions of their respective engagements, with such changes as to him may seem desirable and in the best interests of the Commission.

AND BE IT FURTHER RESOLVED, that the Chairman be, and he hereby is, authorized and directed to engage the Commission's independent auditors to prepare audited financial statements of the Commission as of December 31, 1998, and for the six months then ended, upon such terms and conditions as to him may seem desirable and in the best interests of the Commission.

ADOPTED this 2nd day of December 1998, at a special meeting of the Appalachian States Low-Level Radioactive Waste Commission duly called and convened at the Harrisburg Hilton Hotel, Second and Market Streets, Harrisburg, Pennsylvania, at which meeting a quorum was present and continuing.

Marc S. Tenan

Marc S. Tenan, Executive Director

RESOLUTION 1998-6S

ORIGINAL

WITNESSETH, WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact ("Compact") is an interstate compact composed of the States of Delaware, Maryland and West Virginia and the Commonwealth of Pennsylvania ("Party States"), formed pursuant to the federal Appalachian States Low-Level Radioactive Waste Compact Consent Act, P.L. 100-319 ("Federal Compact Act"), and pursuant to legislation enacted by each of the Party States ("State Compact Acts"), for the purpose of managing and disposing of low-level radioactive waste ("LLRW") on a regional basis;

WHEREAS, the Appalachian States Low-Level Radioactive Waste Commission ("Commission") is the governing body of the Compact, pursuant to the Federal and State Compact Acts;

WHEREAS, the Compact was formed, the Commission established, and the Federal and State Compact Acts enacted pursuant to the federal Low-Level Radioactive Waste Policy Amendments Act of 1985, 42 U.S.C. § 2021b et seq. ("Federal Policy Act");

WHEREAS, pursuant to the Federal and State Compact Acts, the Commonwealth of Pennsylvania is currently the only "host state" required by the Compact to cause a regional LLRW disposal facility for the Compact region (a "Regional Facility") to be sited and developed on a timely basis;

WHEREAS, the Department of Environmental Protection ("Department") is the agency of the Commonwealth of Pennsylvania charged with the siting and development of a Regional Facility (the "Siting Process");

WHEREAS, the Department has advised the Commission that it has suspended the Siting Process in light of the current availability of other LLRW disposal facilities to accept LLRW from the Compact region and the diminished volume of LLRW currently generated within the Compact region;

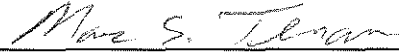
WHEREAS, the Commission has determined that it is in the best interests of the Commission and the Party States that the Commission's current business office be closed effective December 31, 1998, and has authorized and directed the Chairman and Executive Director to take all actions necessary to wind up and settle the affairs of the Commission and to close its office; and

WHEREAS, the Commission desires to retain its independent attorneys.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman be, and he hereby is, authorized and directed to continue to retain the Commission's independent attorneys, under

the current terms and conditions of their respective engagements, with such changes as to him may seem desirable and in the best interests of the Commission.

ADOPTED this 2nd day of December 1998, at a special meeting of the Appalachian States Low-Level Radioactive Waste Commission duly called and convened at the Harrisburg Hilton Hotel, Second and Market Streets, Harrisburg, Pennsylvania, at which meeting a quorum was present and continuing.



Marc S. Tenan, Executive Director

ORIGINAL

RESOLUTION 1998-7S

WITNESSETH, WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact ("Compact") is an interstate compact composed of the States of Delaware, Maryland and West Virginia and the Commonwealth of Pennsylvania ("Party States"), formed pursuant to the federal Appalachian States Low-Level Radioactive Waste Compact Consent Act, P.L. 100-319 ("Federal Compact Act"), and pursuant to legislation enacted by each of the Party States ("State Compact Acts"), for the purpose of managing and disposing of low-level radioactive waste ("LLRW") on a regional basis;

WHEREAS, the Appalachian States Low-Level Radioactive Waste Commission ("Commission") is the governing body of the Compact, pursuant to the Federal and State Compact Acts;

WHEREAS, the Compact was formed, the Commission established, and the Federal and State Compact Acts enacted pursuant to the federal Low-Level Radioactive Waste Policy Amendments Act of 1985, 42 U.S.C. § 2021b et seq. ("Federal Policy Act");

WHEREAS, pursuant to the Federal and State Compact Acts, the Commonwealth of Pennsylvania is currently the only "host state" required by the Compact to cause a regional LLRW disposal facility for the Compact region (a "Regional Facility") to be sited and developed on a timely basis;

WHEREAS, the Department of Environmental Protection ("Department") is the agency of the Commonwealth of Pennsylvania charged with the siting and development of a Regional Facility (the "Siting Process");

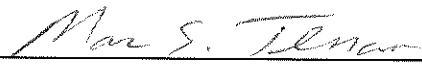
WHEREAS, the Department has advised the Commission that it has suspended the Siting Process in light of the current availability of other LLRW disposal facilities to accept LLRW from the Compact region and the diminished volume of LLRW currently generated within the Compact region;

WHEREAS, the Commission has determined that it is in the best interests of the Commission and the Party States that the Commission's current business office be closed effective December 31, 1998, and has authorized and directed the Chairman and Executive Director to take all actions necessary to wind up and settle the affairs of the Commission and to close its office; and

WHEREAS, the Commission desires to continue its agreement with the Commonwealth of Pennsylvania, Department of Treasury, for participation in the "INVEST" program.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman be, and he hereby is, authorized and directed to continue the Commission's agreement with the Commonwealth of Pennsylvania, Department of Treasury, for participation in the "INVEST" program, under the current terms and conditions of such agreement, with such changes as to him may seem desirable and in the best interests of the Commission.

ADOPTED this 2nd day of December 1998, at a special meeting of the Appalachian States Low-Level Radioactive Waste Commission duly called and convened at the Harrisburg Hilton Hotel, Second and Market Streets, Harrisburg, Pennsylvania, at which meeting a quorum was present and continuing.



Marc S. Tenan, Executive Director

ORIGINAL

APPALACHIAN STATES LOW-LEVEL RADIOACTIVE WASTE COMMISSION

RESOLUTION 1996- 1

* * * *

WHEREAS, pursuant to Section (B)(j) of Article 2 of the Appalachian States Low-Level Radioactive Waste Compact, the Appalachian States Low-Level Radioactive Waste Commission (the "Commission") is required to assemble and make available to the public information concerning low-level radioactive waste ("LLW") management and disposal needs, technologies and problems;

WHEREAS, in satisfaction of this requirement, by resolution adopted at its annual meeting on June 7, 1994, the Commission authorized the creation of a public information grant program (the "Program");

WHEREAS, as part of the Program, the Executive Director was authorized to accept applications for, approve and administer grants to municipal and county governments to enable them to assemble and make available to the public accurate and complete information concerning LLW management and disposal needs, technologies and problems;

WHEREAS, the Pennsylvania State Association of Township Supervisors ("PSATS") has expressed its willingness to accept applications for, approve and administer certain grants under the Program, all under the supervision of the Executive Director; and

WHEREAS, the Commission has determined that allowing PSATS to accept applications for, approve and administer such grants will further the Commission's interest in disseminating

accurate and complete information concerning LLW management and disposal needs, technologies and problems.

NOW THEREFORE BE IT RESOLVED, that the Commission be, and hereby is, authorized to execute, deliver and perform its obligations under a Grant Agreement with PSATS substantially in the form attached hereto, with such modifications and additions as the Executive Director may, after consulting with the Commission's counsel, deem useful or desirable and in the best interests of the Commission;

AND BE IT FURTHER RESOLVED, that the Executive Director be, and hereby is, authorized and directed to take all actions and to negotiate, execute, deliver and cause the Commission to perform its obligations under all documents, instruments and agreements as to him may, after consultation with the Commission's counsel, appear useful or desirable to carry out the intent of the foregoing resolution, in such form and on such terms as to him may, after consultation with the Commission's counsel, appear to be in the best interests of the Commission.

* * * *

I HEREBY CERTIFY that the foregoing resolution was adopted at a meeting of the Commission duly noticed, called and convened on the 19th day of June, 1996, at the Harrisburg Hilton, at which meeting a quorum was present and continuing.

Marc S. Tenan 7/2/96
MARC S. TENAN, SECRETARY AND EXECUTIVE DIRECTOR

**LOW-LEVEL RADIOACTIVE WASTE EXPORT POLICY
OF
THE APPALACHIAN STATES LLRW COMMISSION**

The Appalachian States Low-Level Radioactive Waste Commission controls the export of all low-level radioactive waste generated within the Compact region as provided under Article 4 of the Appalachian States Low-Level Radioactive Waste Compact Consent Act. Until the Commission directs otherwise, low-level radioactive waste may be exported from the region without prior approval of the Commission. **Without limiting the generality of the foregoing, all the generators of low-level radioactive waste within the Compact region are authorized and encouraged to dispose of low-level radioactive waste at any facility licensed to dispose of such waste under the Atomic Energy Act, as amended.**

ADOPTED: June 19, 1992

AMENDED: July 27, 1995 (Amendment in bold)

EXPLANATION OF AMENDMENT:

The July 27, 1995 amendment still provides generators with the freedom to dispose of low-level radioactive waste (LLRW) wherever they want without prior approval of the Commission. However, the Commission encourages LLRW generators to dispose of their waste at a licensed facility in the United States. Of course LLRW generators must still continue to follow all applicable state and federal laws and regulations regarding the disposal of low-level radioactive waste.

ORIGINAL

APPALACHIAN STATES LOW-LEVEL RADIOACTIVE WASTE COMMISSION

RESOLUTION 1995-1

* * * *

WHEREAS, the Appalachian States Low-Level Radioactive Waste Commission (the "Appalachian Commission") is the governing body established by the Appalachian States Low-Level Radioactive Waste Compact (the "Appalachian Compact") which includes the Commonwealth of Pennsylvania and the States of Delaware, Maryland and West Virginia (collectively the "Appalachian Region");

WHEREAS, during the period beginning January 1, 1990 and ending December 31, 1992, pursuant to the terms of the Low Level Radioactive Waste Policy Amendments Act of 1985 (the "Act"), surcharges on the disposal of low-level radioactive waste ("LLW") were collected by the three states in which LLW disposal facilities were located;

WHEREAS, under the Act, 25% of the surcharges collected during the period beginning January 1, 1990 and ending December 31, 1991 were transferred to an escrow account held by the Secretary of Energy (the "Secretary") as trustee¹;

WHEREAS, the Act provides that the escrowed surcharges collected from generators in the Appalachian Region for LLW disposed of between January 1, 1990 and December 31, 1992 (the "Appalachian Surcharges") shall be paid to the Appalachian Commission if, by January 1, 1993, the Appalachian Region is able

1. The Secretary did not require any surcharges to be transferred to the escrow account during 1992. The Secretary's failure to collect surcharges during 1992 is the subject of a separate resolution before the Appalachian Commission.

to provide for disposal of all LLW generated within the Appalachian Region;

WHEREAS, the Appalachian Commission entered into a contract dated December 1, 1992 ("Southeast Contract") with the Southeast Interstate Radioactive Waste Management Commission which provided for disposal of all LLW generated in the Appalachian Region from January 1, 1993 through June 30, 1994;

WHEREAS, as of date of the Appalachian Commission's last annual meeting (June 7, 1994), despite repeated requests from the Appalachian Commission, the Secretary had not paid any of the Appalachian Surcharges to the Appalachian Commission, and the Appalachian Commission therefore authorized the commencement and prosecution of an action (the "Surcharge Action") against the Secretary to recover the Appalachian Surcharges;

WHEREAS, on June 30, 1994, the Appalachian Commission commenced the Surcharge Action in the United States District Court for the Middle District of Pennsylvania (the "District Court");

WHEREAS, on September 1, 1994, the Secretary paid the Appalachian Commission one-half of the Appalachian Surcharges which had been placed in escrow²;

WHEREAS, by order dated May 22, 1995, the District Court granted the Appalachian Commission's motion for summary judgment in the Surcharge Action and ordered the Secretary to pay

2. The Secretary did not pay any portion of the surcharges for 1992, which had not been transferred into the Secretary's escrow account.

the remainder of the escrowed Appalachian Surcharges to the Appalachian Commission;

WHEREAS, the Secretary has appealed the decision of the District Court; and

WHEREAS, it is in the best interests of the Appalachian Commission, the Appalachian Region and the member states of the Appalachian Compact that the Appalachian Commission be authorized to defend the Secretary's appeal and any further appeal or other review pursued or sought by the Secretary.

NOW THEREFORE BE IT RESOLVED, that the Appalachian Commission be, and hereby is, authorized to defend any appeal (including any petition for writ of certiorari filed in the United States Supreme Court or other similar review proceeding) pursued by the Secretary from the decision of the District Court in the Surcharge Action, and to take any and all action necessary and useful to defend any such appeal;

AND BE IT FURTHER RESOLVED, that the Executive Director Marc S. Tenan (or his successor) be, and hereby is, authorized to take all actions and to execute, deliver, file and record all court papers, documents, instruments and agreements as to him may, after consultation with Appalachian Commission counsel, Pepper, Hamilton & Scheetz (or its successor), appear necessary or useful in defense of any such appeal, in such form and on such terms to him may, after consultation with Appalachian Commission counsel, Pepper, Hamilton & Scheetz (or its successor), appear to be in the best interests of the Appalachian Commission, the

Appalachian Region and the member states of the Appalachian Compact;

PROVIDED HOWEVER, that any settlement fully and finally terminating such litigation shall be subject to approval of the Appalachian Commission in accordance with its Bylaws.

* * * *

I HEREBY CERTIFY that the foregoing resolution was adopted at a meeting of the Appalachian Commission duly noticed, called and convened on the 27th day of July, 1995, at Holiday Inn West, Mechanicsburg, Pennsylvania, at which meeting a quorum was present and continuing.

Marc S. Tenan 7/28/95
Marc S. Tenan, Secretary and Executive Director

APPALACHIAN STATES LOW-LEVEL RADIOACTIVE WASTE COMMISSION

RESOLUTION 1995-2

* * * *

WHEREAS, the Appalachian States Low-Level Radioactive Waste Commission (the "Appalachian Commission") is the governing body established by the Appalachian States Low-Level Radioactive Waste Compact (the "Appalachian Compact") which includes the Commonwealth of Pennsylvania and the States of Delaware, Maryland and West Virginia (collectively the "Appalachian Region");

WHEREAS, the Appalachian Commission has resolved to defend the appeal (the "Appeal") of the Secretary of Energy (the "Secretary") from the June 30, 1994, order of the United States District Court for the Middle District of Pennsylvania, entering judgment in favor of the Appalachian Commission and against the Secretary in the action (the "Surcharge Action") commenced by the Appalachian Commission against the Secretary on June 30, 1994;

WHEREAS, the law firm of Pepper, Hamilton and Scheetz ("PH&S") is general counsel to the Appalachian Commission, represented the Appalachian Commission in the Surcharge Action before the District Court, and has been retained by the Appalachian Commission and to defend the Appeal;

WHEREAS, Babcock & Wilcox ("B&W") has expressed an interest in filing a brief in the Appeal as amicus curiae;

WHEREAS, PH&S has advised the Appalachian Commission that it represents B&W in matters unrelated to the Appeal;

WHEREAS, PH&S has advised the Appalachian Commission that it believes its representation of B&W in other matters will not adversely affect PH&S' relationship with the Appalachian

Commission or its representation of the Appalachian Commission in the Appeal;

WHEREAS, pursuant to Rule 1.7 of the Pennsylvania Rules of Professional Conduct for attorneys, it may be necessary for PH&S to obtain the consent of the Appalachian Commission and of B&W for PH&S to continue to represent the Appalachian Commission in the Appeal.

NOW THEREFORE BE IT RESOLVED, that the Appalachian Commission consents to Pepper, Hamilton and Scheetz continuing as its counsel, notwithstanding Pepper, Hamilton and Scheetz's concurrent representation of Babcock and Wilcox in other matters; and

BE IT FURTHER RESOLVED, that the Executive Director Marc S. Tenan (or his successor) be, and hereby is, authorized to take all actions and to execute and deliver all documents as to him may appear necessary or useful to confirm the foregoing consent.

* * * *

I HEREBY CERTIFY that the foregoing resolution was adopted at a meeting of the Appalachian Commission duly noticed, called and convened on the 27th day of July, 1995, at Holiday Inn West, Mechanicsburg, Pennsylvania, at which meeting a quorum was present and continuing.

Marc S. Tenan 7/28/95
Marc S. Tenan, Secretary and Executive Director

**APPALACHIAN STATES LOW-LEVEL RADIOACTIVE WASTE COMMISSION
RESOLUTION 1994-1**

WHEREAS, the Appalachian States Low-Level Radioactive Waste Commission (the "Appalachian Commission") is the governing body established by the Appalachian States Low-Level Radioactive Waste Compact (the "Appalachian Compact") which includes the Commonwealth of Pennsylvania and the States of Delaware, Maryland and West Virginia (collectively the "Appalachian Region");

WHEREAS, the Low Level Radioactive Waste Policy Amendments Act of 1985 (the "Act") provides that surcharges on the disposal of low-level radioactive waste ("LLW") may be collected by the three states in which LLW disposal facilities are located;

WHEREAS, the Act provides that 25% of the surcharges shall be transferred to an escrow account held by the Secretary of the Department of Energy ("DOE") as trustee;

WHEREAS, the Act provides that the escrowed surcharges collected from generators in the Appalachian Region for LLW disposed of between January 1, 1990 and December 31, 1992 (the "Appalachian Surcharges") shall be paid to the Appalachian Commission if, by January 1, 1993, the Appalachian Region is able to provide for disposal of all LLW generated within the Appalachian Region;

WHEREAS, this goal is commonly referred to as the "January 1, 1993 Milestone";

WHEREAS, the Appalachian Commission has entered into a contract dated December 1, 1992 ("Southeast Contract") with the Southeast Interstate Radioactive Waste Management Commission which provides for disposal of all LLW generated in the Appalachian Region at the Barnwell, South Carolina LLW Disposal facility;

WHEREAS, the Southeast Contract provides for disposal of all LLW generated in the Appalachian Region from January 1, 1993 through June 30, 1994;

WHEREAS, meeting the January 1, 1993 milestone by contract is consistent with both the legislative history of the Act and the timetable for establishment of an LLW disposal facility contemplated by the Act;

WHEREAS, paying the Appalachian Surcharges to the Appalachian Commission based upon the Southeast Contract would further the Act's policy to encourage development of new regional LLW disposal facilities because, under the Act, the Appalachian Surcharges must be used by the Appalachian Commission to establish, mitigate the impact of, regulate or decommission an LLW disposal facility in the Appalachian Region;

WHEREAS, for the foregoing reasons, the Appalachian Commission believes that it is entitled to payment of all Appalachian Surcharges;

WHEREAS, by letter dated February 11, 1993 addressed to DOE, the Appalachian Commission claimed all Appalachian Surcharges based upon the Southeast Contract;

WHEREAS, on March 31, 1994, DOE published final policies and procedures for distribution of escrowed surcharges pursuant to which the Appalachian Commission is entitled to only 50% of the Appalachian Surcharges based upon the Southeast Contract;

WHEREAS, by letter dated April 22, 1994 addressed to DOE, the Appalachian Commission renewed its claim for all Appalachian Surcharges based upon the Southeast Contract;

WHEREAS, the Appalachian Commission anticipates that DOE will reject its claim for all Appalachian Surcharges based upon the Southeast Contract, and will instead pay the Appalachian Commission no more than 50% of the Appalachian Surcharges based upon the Southeast Contract; and

WHEREAS, it is in the best interests of the Appalachian Commission, the Appalachian Region and the member states of the Appalachian Compact that the Appalachian Commission be authorized to commence and prosecute to settlement or final judgement litigation against DOE for payment of all Appalachian Surcharges.

NOW THEREFORE BE IT RESOLVED, that the Appalachian Commission be, and hereby is, authorized to commence and prosecute to settlement or final judgement (including exhaustion of all appeals, petitions for writs of certiorari and other similar review proceedings) litigation against DOE for payment of all Appalachian Surcharges;

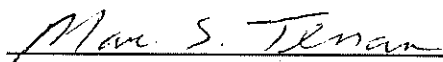
AND BE IT FURTHER RESOLVED, that the Executive Director Marc S. Tenan (or his successor) be, and hereby is, authorized to take all actions and to execute, deliver, file and record all court papers, documents, instruments and agreements as to him may, after consultation with Appalachian Commission counsel, Pepper, Hamilton & Scheetz (or its successor), appear necessary or useful in the commencement and prosecution of such litigation, in such form and on such terms to him may, after consultation with Appalachian Commission counsel, Pepper, Hamilton & Scheetz (or its successor), appear to be in the best interests of the Appalachian Commission, the Appalachian Region and the member states of the Appalachian Compact;

PROVIDED HOWEVER, that any settlement fully and finally terminating such litigation shall be subject to approval of a majority of the members of the Appalachian Commission;

AND PROVIDED FURTHER HOWEVER, that payment to the Commission's Counsel, Pepper, Hamilton & Scheetz (or its successor), for its work in prosecuting the above authorized litigation shall be made in accordance with a fee arrangement approved by the Chairman.

* * * *

I HEREBY CERTIFY that the foregoing resolution was adopted at a meeting of the Appalachian Commission duly noticed, called and convened on the 7th day of June, 1994, at the Holiday Inn - West, at which meeting a quorum was present and continuing.



Marc S. Tenan, Secretary and Executive Director



RESOLUTION 1991-1

A RESOLUTION to adopt the minutes of the September 24, 1990 meeting of the Appalachian States Low-Level Radioactive Waste Commission.

WHEREAS, the Appalachian States Low-Level Radioactive Waste Commission's September 24, 1990 meeting has been recorded and summarized in the attached minutes; and

WHEREAS, the members of the Commission have read and agreed to the minutes as proposed and amended, if any; now, therefore,

BE IT RESOLVED by the Appalachian States Low-Level Radioactive Waste Commission that the attached minutes of the September 24, 1990 meeting of the Commission are adopted.



Arthur A. Davis, Chairman



Marc S. Tenan, Secretary/Executive Director

ADOPTED: June 12, 1991

ORIGINAL

RESOLUTION 1991-7

A RESOLUTION adopting a revised current expense budget for fiscal year 1991-92 for the Appalachian States Low-Level Radioactive Waste Commission.

WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact Consent Act, Public Law 100-319, requires the Commission to adopt a current expense budget each year until the low-level radioactive waste disposal regional facility becomes available; and

WHEREAS, each of the party states of the Appalachian States Low-Level Radioactive Waste Commission has adopted the Appalachian States Low-Level Radioactive Waste Compact which requires the Commission to present a proposed budget for each fiscal year to the principal budget official in each of the respective party states; and

WHEREAS, a current expense budget is necessary for the efficient and effective conduct of the Commission's business; and

WHEREAS, the current expense budget for FY 1991-92 adopted by the Commission on September 24, 1990 contains budget categories inconsistent with the Commission's accounting system; and

WHEREAS, the Commission has decided that the budget for FY 1991-92 should be revised to reflect new funding priorities; now therefore,

BE IT RESOLVED by the Appalachian States Low-Level Radioactive Waste Commission that the attached revised current expense budget for fiscal year 1991-92 is adopted.


Arthur A. Davis, Chairman


Marc S. Tenan, Secretary/Executive Director

ADOPTED: June 12, 1991

Adopted: June 12, 1991

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

Current Expense Budget
Fiscal Year 1991-92
Revised Budget

ACCOUNT NAME	REVISED 1991-92 BUDGET
SALARIES & WAGES	\$81,775
EMPLOYEE BENEFITS	14,062
TAXES -- PAYROLL	6,256
RETIREMENT EXPENSE	9,804
JANITORIAL EXPENSE	1,300
REPAIRS & MAINTENANCE	500
REPAIRS/MAINT -- EQUIPMENT	3,000
RENT EXPENSE	16,800
INSURANCE -- GENERAL	5,500
OUT-SERVICE TRAINING	1,000
AUTO EXPENSE	2,000
MEALS EXPENSE	1,500
TRAVEL EXPENSE	8,500
MEETING EXPENSE	2,400
ACCOUNTING/AUDITING EXPENSE	5,000
LEGAL SERVICES EXPENSE	30,000
OFFICE EXPENSE	8,500
TELEPHONE EXPENSE	1,600
POSTAGE EXPENSE	1,000
ADVERTISING EXPENSE	2,500
MAGAZINES/PUBLICATIONS EXPENSE	1,500
EQUIPMENT	2,300
FURNITURE & FIXTURES	1,000
BANK SERVICE CHARGES	300
UNEMPLOYMENT COMPENSATION FUND	9,000 <i>uc</i>
FISCAL STABILIZATION FUND	20,000 <i>f</i>
LEGAL SERVICES FUND	121,489 <i>L</i>
TECHNICAL SERVICES FUND	10,000 <i>T</i>
GRAND TOTAL	<u><u>\$368,586</u></u>

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

GENERAL OPERATING FUND

STATEMENT OF REVENUES AND EXPENDITURES

Fiscal Year Ended June 30

REVENUES	1990-91 <u>ESTIMATED</u>	1991-92 <u>AVAILABLE</u>	1992-93 <u>BUDGET</u>
Party State Contributions:			
State of Delaware	\$ 6,000	\$ 58,300	\$ 58,300
State of Maryland	6,000	58,300	58,300
Commonwealth of Pennsylvania	12,000	116,600	116,600
State of West Virginia	16,500 ^a	97,800 ^a	58,300
Interest Income	7,000	2,000	2,000
Carryover from Previous Year	<u>186,809</u>	<u>35,586</u>	<u>0</u>
TOTAL REVENUES	<u>\$234,309</u>	<u>\$368,586</u>	<u>\$293,500</u>
EXPENDITURES			
Salaries & Wages	\$ 65,602	\$ 81,775	\$ 85,864
Employee Benefits	10,615	14,062	16,171
Taxes -- Payroll	4,343	6,256	6,569
Retirement Expense	7,385	9,804	10,304
Janitorial Expense	485	1,300	1,365
Repairs & Maintenance	50	500	500
Repairs/Maintenance -- Equipment	1,515	3,000	3,150
Rent Expense	12,735	16,800	18,500
Insurance -- General	350	5,500	6,050
Out-Service Training	500	1,000	700
Auto Expense	1,744	2,000	2,000
Meals Expense	1,187	1,500	1,500
Travel Expense	5,220	8,500	9,000
Meetings Expense	1,448	2,400	2,500
Accounting/Auditing Expense	0	5,000	5,000
Legal Services Expense	0	30,000	75,000
Office Expense	8,581	8,500	9,000
Telephone Expense	1,493	1,600	1,700
Postage Expense	585	1,000	1,100
Advertising Expense	4,285	2,500	2,600
Magazines/Publications Expense	1,089	1,500	1,600

Adopted June 12, 1991

	<u>1990-91</u> <u>ESTIMATED</u>	<u>1991-92</u> <u>AVAILABLE</u>	<u>1992-93</u> <u>BUDGET</u>
EXPENDITURES (cont.)			
Equipment	33,836	2,300	2,000
Furniture & Fixtures	12,232	1,000	500
Bank Service Charges	112	300	350
Rebate Account	100	0	0
Utility Deposits	300	0	0
Legal Services Fund	5,000	121,489	5,477
Technical Services Fund	2,000	10,000	10,000
Unemployment Compensation Fund	5,600	9,000	0
Fiscal Stabilization Fund	<u>10,331</u>	<u>20,000</u>	<u>15,000</u>
TOTAL EXPENDITURES	<u>\$198,723</u>	<u>\$368,586</u>	<u>\$293,500</u>
EXCESS OF REVENUE OVER EXPENDITURES (BUDGETARY BASIS)	<u>\$ 35,586</u>	<u>\$ 0</u>	<u>\$ 0</u>

^a The Commission voted at its April 30, 1990 meeting to require each party state to pay one-half of its maximum share to cover the startup costs of the Commission. West Virginia did not have funding available to pay its share (\$50,000) for 1989-90. West Virginia was asked to provide its share of startup costs in 1990-91. However, West Virginia has only paid \$16,500 through June 12, 1991. West Virginia will be requested to provide the \$39,500 it owes at the end of fiscal year 1990-91 plus its 1991-92 share (\$58,300) of the Commission's budget in fiscal year 1991-92.

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

FISCAL STABILIZATION FUND

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

	1990-91 ACTUAL	1991-92 AVAILABLE	1992-93 ESTIMATED
	-----	-----	-----
CASH BALANCE, BEGINNING	\$0	\$10,331	\$30,931
Receipts:			
Transfer from General Operating Fund	10,331	20,000	15,000
Interest		600	1,500
	-----	-----	-----
Total Receipts	10,331	20,600	16,500
	-----	-----	-----
TOTAL FUNDS AVAILABLE	\$10,331	\$30,931	\$47,431
Disbursements:			
Transfer to General Operating Fund			
	-----	-----	-----
Total Disbursements	0	0	0
	-----	-----	-----
CASH BALANCE, ENDING	\$10,331	\$30,931	\$47,431
	=====	=====	=====

Revised: June 10, 1991

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

LEGAL SERVICES FUND

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

	1990-91 ACTUAL	1991-92 AVAILABLE	1992-93 ESTIMATED
	-----	-----	-----
CASH BALANCE, BEGINNING	\$0	\$5,000	\$127,489
Receipts:			
Transfer from General Operating Fund	5,000	121,489	5,477
Interest		1,000	8,000
Total Receipts	5,000	122,489	13,477
TOTAL FUNDS AVAILABLE	\$5,000	\$127,489	\$140,966
Disbursements:			
Transfer to General Operating Fund			
Total Disbursements	0	0	0
CASH BALANCE, ENDING	\$5,000	\$127,489	\$140,966
	=====	=====	=====

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

SURCHARGE REBATE FUND

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

	1990-91 ACTUAL	1991-92 AVAILABLE	1992-93 ESTIMATED
	-----	-----	-----
CASH BALANCE, BEGINNING	\$0	\$100	\$31,900
Receipts:			
Transfer from General Operating Fund	100		
Rebate Funds - DOE		30,400	
Interest		1,500	1,600
Total Receipts	100	31,900	1,600
TOTAL FUNDS AVAILABLE	\$100	\$32,000	\$33,500
Disbursements:			
Transfer to General Operating Fund		100	
Total Disbursements	0	100	0
CASH BALANCE, ENDING	\$100	\$31,900	\$33,500
	=====	=====	=====

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

TECHNICAL SERVICES FUND

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

	1990-91 ACTUAL	1991-92 AVAILABLE	1992-93 ESTIMATED
	-----	-----	-----
CASH BALANCE, BEGINNING	\$0	\$2,000	\$12,100
Receipts:			
Transfer from General Operating Fund	2,000	10,000	10,000
Interest		100	700
Total Receipts	2,000	10,100	10,700
TOTAL FUNDS AVAILABLE	\$2,000	\$12,100	\$22,800
Disbursements:			
Transfer to General Operating Fund			
Total Disbursements	0	0	0
CASH BALANCE, ENDING	\$2,000	\$12,100	\$22,800
	=====	=====	=====

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

UNEMPLOYMENT COMPENSATION FUND

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

	1990-91 ACTUAL	1991-92 AVAILABLE	1992-93 ESTIMATED
	-----	-----	-----
CASH BALANCE, BEGINNING	\$0	\$5,600	\$14,900
Receipts:			
Transfer from General Operating Fund	5,600	9,000	
Interest		300	800
Total Receipts	5,600	9,300	800
TOTAL FUNDS AVAILABLE	\$5,600	\$14,900	\$15,700
Disbursements:			
UC Payments			
Total Disbursements	0	0	0
CASH BALANCE, ENDING	\$5,600	\$14,900	\$15,700
	=====	=====	=====

ORIGINAL

RESOLUTION 1991-8

A RESOLUTION adopting a proposed current expense budget for fiscal year 1992-93 for the Appalachian States Low-Level Radioactive Waste Commission.

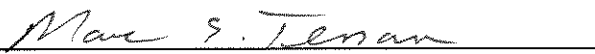
WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact Consent Act, Public Law 100-319, requires the Commission to adopt a current expense budget each year until the low-level radioactive waste disposal regional facility becomes available; and

WHEREAS, each of the party states of the Appalachian States Low-Level Radioactive Waste Commission has adopted the Appalachian States Low-Level Radioactive Waste Compact which requires the Commission to present a proposed budget for each fiscal year to the principal budget official in each of the respective party states; and

WHEREAS, a current expense budget is necessary for the efficient and effective conduct of the Commission's business; now, therefore

BE IT RESOLVED by the Appalachian States Low-Level Radioactive Waste Commission that the attached proposed current expense budget for fiscal year 1992-93 is adopted.


Arthur A. Davis, Chairman


Marc S. Tenan, Secretary/Executive Director

ADOPTED: June 12, 1991

Adopted: June 12, 1991

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

Current Expense Budget
Fiscal Year 1992-93

ACCOUNT NAME	1992-93 BUDGET
SALARIES & WAGES	85,864
EMPLOYEE BENEFITS	16,171
TAXES -- PAYROLL	6,569
RETIREMENT EXPENSE	10,304
JANITORIAL EXPENSE	1,365
REPAIRS & MAINTENANCE	500
REPAIRS/MAINT -- EQUIPMENT	3,150
RENT EXPENSE	18,500
INSURANCE -- GENERAL	6,050
OUT-SERVICE TRAINING	700
AUTO EXPENSE	2,000
MEALS EXPENSE	1,500
TRAVEL EXPENSE	9,000
MEETINGS EXPENSE	2,500
ACCOUNTING/AUDITING SERVICES	5,000
LEGAL SERVICES EXPENSE	75,000
OFFICE EXPENSE	9,000
TELEPHONE EXPENSE	1,700
POSTAGE EXPENSE	1,100
ADVERTISING EXPENSE	2,600
MAGAZINES/PUBLICATIONS EXPENSE	1,600
EQUIPMENT	2,000
FURNITURE & FIXTURES	500
BANK SERVICE CHARGES	350
UNEMPLOYMENT COMPENSATION FUND	0
FISCAL STABILIZATION FUND	15,000
LEGAL SERVICES FUND	5,477
TECHNICAL SERVICES FUND	10,000
GRAND TOTAL	\$293,500

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

GENERAL OPERATING FUND

STATEMENT OF REVENUES AND EXPENDITURES

Fiscal Year Ended June 30

REVENUES	<u>1990-91</u> <u>ESTIMATED</u>	<u>1991-92</u> <u>AVAILABLE</u>	<u>1992-93</u> <u>BUDGET</u>
Party State Contributions:			
State of Delaware	\$ 6,000	\$ 58,300	\$ 58,300
State of Maryland	6,000	58,300	58,300
Commonwealth of Pennsylvania	12,000	116,600	116,600
State of West Virginia	16,500 ^a	97,800 ^a	58,300
Interest Income	7,000	2,000	2,000
Carryover from Previous Year	<u>186,809</u>	<u>35,586</u>	<u> 0</u>
TOTAL REVENUES	<u>\$234,309</u>	<u>\$368,586</u>	<u>\$293,500</u>
EXPENDITURES			
Salaries & Wages	\$ 65,602	\$ 81,775	\$ 85,864
Employee Benefits	10,615	14,062	16,171
Taxes -- Payroll	4,343	6,256	6,569
Retirement Expense	7,385	9,804	10,304
Janitorial Expense	485	1,300	1,365
Repairs & Maintenance	50	500	500
Repairs/Maintenance -- Equipment	1,515	3,000	3,150
Rent Expense	12,735	16,800	18,500
Insurance -- General	350	5,500	6,050
Out-Service Training	500	1,000	700
Auto Expense	1,744	2,000	2,000
Meals Expense	1,187	1,500	1,500
Travel Expense	5,220	8,500	9,000
Meetings Expense	1,448	2,400	2,500
Accounting/Auditing Expense	0	5,000	5,000
Legal Services Expense	0	30,000	75,000
Office Expense	8,581	8,500	9,000
Telephone Expense	1,493	1,600	1,700
Postage Expense	585	1,000	1,100
Advertising Expense	4,285	2,500	2,600
Magazines/Publications Expense	1,089	1,500	1,600

	<u>1990-91</u> <u>ESTIMATED</u>	<u>1991-92</u> <u>AVAILABLE</u>	<u>1992-93</u> <u>BUDGET</u>
EXPENDITURES (cont.)			
Equipment	33,836	2,300	2,000
Furniture & Fixtures	12,232	1,000	500
Bank Service Charges	112	300	350
Rebate Account	100	0	0
Utility Deposits	300	0	0
Legal Services Fund	5,000	121,489	5,477
Technical Services Fund	2,000	10,000	10,000
Unemployment Compensation Fund	5,600	9,000	0
Fiscal Stabilization Fund	<u>10,331</u>	<u>20,000</u>	<u>15,000</u>
 TOTAL EXPENDITURES	 <u>\$198,723</u>	 <u>\$368,586</u>	 <u>\$293,500</u>
 EXCESS OF REVENUE OVER EXPENDITURES (BUDGETARY BASIS)	 <u>\$ 35,586</u>	 <u>\$ 0</u>	 <u>\$ 0</u>

* The Commission voted at its April 30, 1990 meeting to require each party state to pay one-half of its maximum share to cover the startup costs of the Commission. West Virginia did not have funding available to pay its share (\$50,000) for 1989-90. West Virginia was asked to provide its share of startup costs in 1990-91. However, West Virginia has only paid \$16,500 through June 12, 1991. West Virginia will be requested to provide the \$39,500 it owes at the end of fiscal year 1990-91 plus its 1991-92 share (\$58,300) of the Commission's budget in fiscal year 1991-92.

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

FISCAL STABILIZATION FUND

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

	1990-91 ACTUAL	1991-92 AVAILABLE	1992-93 ESTIMATED
	-----	-----	-----
CASH BALANCE, BEGINNING	\$0	\$10,331	\$30,931
Receipts:			
Transfer from General Operating Fund	10,331	20,000	15,000
Interest		600	1,500
Total Receipts	10,331	20,600	16,500
TOTAL FUNDS AVAILABLE	\$10,331	\$30,931	\$47,431
Disbursements:			
Transfer to General Operating Fund			
Total Disbursements	0	0	0
CASH BALANCE, ENDING	\$10,331	\$30,931	\$47,431
	=====	=====	=====

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

LEGAL SERVICES FUND

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

	1990-91 ACTUAL	1991-92 AVAILABLE	1992-93 ESTIMATED
	-----	-----	-----
CASH BALANCE, BEGINNING	\$0	\$5,000	\$127,489
Receipts:			
Transfer from General Operating Fund	5,000	121,489	5,477
Interest		1,000	8,000
Total Receipts	5,000	122,489	13,477
TOTAL FUNDS AVAILABLE	\$5,000	\$127,489	\$140,966
Disbursements:			
Transfer to General Operating Fund			
Total Disbursements	0	0	0
CASH BALANCE, ENDING	\$5,000	\$127,489	\$140,966
	=====	=====	=====

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

SURCHARGE REBATE FUND

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

	1990-91 ACTUAL	1991-92 AVAILABLE	1992-93 ESTIMATED
	-----	-----	-----
CASH BALANCE, BEGINNING	\$0	\$100	\$31,900
Receipts:			
Transfer from General Operating Fund	100		
Rebate Funds - DOE		30,400	
Interest		1,500	1,600
	-----	-----	-----
Total Receipts	100	31,900	1,600
	-----	-----	-----
TOTAL FUNDS AVAILABLE	\$100	\$32,000	\$33,500
Disbursements:			
Transfer to General Operating Fund		100	
	-----	-----	-----
Total Disbursements	0	100	0
	-----	-----	-----
CASH BALANCE, ENDING	\$100	\$31,900	\$33,500
	=====	=====	=====

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

TECHNICAL SERVICES FUND

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

	1990-91 ACTUAL	1991-92 AVAILABLE	1992-93 ESTIMATED
	-----	-----	-----
CASH BALANCE, BEGINNING	\$0	\$2,000	\$12,100
Receipts:			
Transfer from General Operating Fund	2,000	10,000	10,000
Interest		100	700
Total Receipts	2,000	10,100	10,700
TOTAL FUNDS AVAILABLE	\$2,000	\$12,100	\$22,800
Disbursements:			
Transfer to General Operating Fund			
Total Disbursements	0	0	0
CASH BALANCE, ENDING	\$2,000	\$12,100	\$22,800
	=====	=====	=====

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

UNEMPLOYMENT COMPENSATION FUND

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

	1990-91 ACTUAL	1991-92 AVAILABLE	1992-93 ESTIMATED
	-----	-----	-----
CASH BALANCE, BEGINNING	\$0	\$5,600	\$14,900
Receipts:			
Transfer from General Operating Fund	5,600	9,000	
Interest		300	800
	-----	-----	-----
Total Receipts	5,600	9,300	800
	-----	-----	-----
TOTAL FUNDS AVAILABLE	\$5,600	\$14,900	\$15,700
Disbursements:			
UC Payments			
	-----	-----	-----
Total Disbursements	0	0	0
	-----	-----	-----
CASH BALANCE, ENDING	\$5,600	\$14,900	\$15,700
	=====	=====	=====

Adopted: June 12, 1991

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

Current Expense Budget
Fiscal Year 1992-93

ACCOUNT NAME	1992-93 BUDGET
SALARIES & WAGES	85,864
EMPLOYEE BENEFITS	16,171
TAXES -- PAYROLL	6,569
RETIREMENT EXPENSE	10,304
JANITORIAL EXPENSE	1,365
REPAIRS & MAINTENANCE	500
REPAIRS/MAINT -- EQUIPMENT	3,150
RENT EXPENSE	18,500
INSURANCE -- GENERAL	6,050
OUT-SERVICE TRAINING	700
AUTO EXPENSE	2,000
MEALS EXPENSE	1,500
TRAVEL EXPENSE	9,000
MEETINGS EXPENSE	2,500
ACCOUNTING/AUDITING SERVICES	5,000
LEGAL SERVICES EXPENSE	75,000
OFFICE EXPENSE	9,000
TELEPHONE EXPENSE	1,700
POSTAGE EXPENSE	1,100
ADVERTISING EXPENSE	2,600
MAGAZINES/PUBLICATIONS EXPENSE	1,600
EQUIPMENT	2,000
FURNITURE & FIXTURES	500
BANK SERVICE CHARGES	350
UNEMPLOYMENT COMPENSATION FUND	0
FISCAL STABILIZATION FUND	15,000
LEGAL SERVICES FUND	5,477
TECHNICAL SERVICES FUND	10,000
GRAND TOTAL	\$293,500

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

GENERAL OPERATING FUND

STATEMENT OF REVENUES AND EXPENDITURES

Fiscal Year Ended June 30

REVENUES	<u>1990-91</u> <u>ESTIMATED</u>	<u>1991-92</u> <u>AVAILABLE</u>	<u>1992-93</u> <u>BUDGET</u>
Party State Contributions:			
State of Delaware	\$ 6,000	\$ 58,300	\$ 58,300
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Interest Income	7,000	2,000	2,000
Carryover from Previous Year	<u>186,809</u>	<u>35,586</u>	<u>0</u>
TOTAL REVENUES	<u>\$234,309</u>	<u>\$368,586</u>	<u>\$293,500</u>
EXPENDITURES			
Salaries & Wages	\$ 65,602	\$ 81,775	\$ 85,864
Employee Benefits	10,615	14,062	16,171
Taxes -- Payroll	4,343	6,256	6,569
Retirement Expense	7,385	9,804	10,304
Janitorial Expense	485	1,300	1,365
Repairs & Maintenance	50	500	500
Repairs/Maintenance -- Equipment	1,515	3,000	3,150
Rent Expense	12,735	16,800	18,500
Insurance -- General	350	5,500	6,050
Out-Service Training	500	1,000	700
Auto Expense	1,744	2,000	2,000
Meals Expense	1,187	1,500	1,500
Travel Expense	5,220	8,500	9,000
Meetings Expense	1,448	2,400	2,500
Accounting/Auditing Expense	0	5,000	5,000
Legal Services Expense	0	30,000	75,000
Office Expense	8,581	8,500	9,000
Telephone Expense	1,493	1,600	1,700
Postage Expense	585	1,000	1,100
Advertising Expense	4,285	2,500	2,600
Magazines/Publications Expense	1,089	1,500	1,600

	<u>1990-91</u> <u>ESTIMATED</u>	<u>1991-92</u> <u>AVAILABLE</u>	<u>1992-93</u> <u>BUDGET</u>
EXPENDITURES (cont.)			
Equipment	33,836	2,300	2,000
Furniture & Fixtures	12,232	1,000	500
Bank Service Charges	112	300	350
Rebate Account	100	0	0
Utility Deposits	300	0	0
Legal Services Fund	5,000	121,489	5,477
Technical Services Fund	2,000	10,000	10,000
Unemployment Compensation Fund	5,600	9,000	0
Fiscal Stabilization Fund	<u>10,331</u>	<u>20,000</u>	<u>15,000</u>
TOTAL EXPENDITURES	<u>\$198,723</u>	<u>\$368,586</u>	<u>\$293,500</u>
EXCESS OF REVENUE OVER EXPENDITURES (BUDGETARY BASIS)	<u>\$ 35,586</u>	<u>\$ 0</u>	<u>\$ 0</u>

* The Commission voted at its April 30, 1990 meeting to require each party state to pay one-half of its maximum share to cover the startup costs of the Commission. West Virginia did not have funding available to pay its share (\$50,000) for 1989-90. West Virginia was asked to provide its share of startup costs in 1990-91. However, West Virginia has only paid \$16,500 through June 12, 1991. West Virginia will be requested to provide the \$39,500 it owes at the end of fiscal year 1990-91 plus its 1991-92 share (\$58,300) of the Commission's budget in fiscal year 1991-92.

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

FISCAL STABILIZATION FUND

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

	1990-91 ACTUAL	1991-92 AVAILABLE	1992-93 ESTIMATED
	-----	-----	-----
CASH BALANCE, BEGINNING	\$0	\$10,331	\$30,931
Receipts:			
Transfer from General Operating Fund	10,331	20,000	15,000
Interest		600	1,500
Total Receipts	10,331	20,600	16,500
TOTAL FUNDS AVAILABLE	\$10,331	\$30,931	\$47,431
Disbursements:			
Transfer to General Operating Fund			
Total Disbursements	0	0	0
CASH BALANCE, ENDING	\$10,331	\$30,931	\$47,431
	=====	=====	=====

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

LEGAL SERVICES FUND

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

	1990-91 ACTUAL	1991-92 AVAILABLE	1992-93 ESTIMATED
	-----	-----	-----
CASH BALANCE, BEGINNING	\$0	\$5,000	\$127,489
Receipts:			
Transfer from General Operating Fund	5,000	121,489	5,477
Interest		1,000	8,000
Total Receipts	5,000	122,489	13,477
TOTAL FUNDS AVAILABLE	\$5,000	\$127,489	\$140,966
Disbursements:			
Transfer to General Operating Fund			
Total Disbursements	0	0	0
CASH BALANCE, ENDING	\$5,000	\$127,489	\$140,966
	=====	=====	=====

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

SURCHARGE REBATE FUND

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

	1990-91 ACTUAL	1991-92 AVAILABLE	1992-93 ESTIMATED
	-----	-----	-----
CASH BALANCE, BEGINNING	\$0	\$100	\$31,900
Receipts:			
Transfer from General Operating Fund	100		
Rebate Funds - DOE		30,400	
Interest		1,500	1,600
Total Receipts	100	31,900	1,600
TOTAL FUNDS AVAILABLE	\$100	\$32,000	\$33,500
Disbursements:			
Transfer to General Operating Fund		100	
Total Disbursements	0	100	0
CASH BALANCE, ENDING	\$100	\$31,900	\$33,500
	=====	=====	=====

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

TECHNICAL SERVICES FUND

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

	1990-91 ACTUAL	1991-92 AVAILABLE	1992-93 ESTIMATED
	-----	-----	-----
CASH BALANCE, BEGINNING	\$0	\$2,000	\$12,100
Receipts:			
Transfer from General Operating Fund	2,000	10,000	10,000
Interest		100	700
Total Receipts	----- 2,000	----- 10,100	----- 10,700
TOTAL FUNDS AVAILABLE	----- \$2,000	----- \$12,100	----- \$22,800
Disbursements:			
Transfer to General Operating Fund			
Total Disbursements	----- 0	----- 0	----- 0
CASH BALANCE, ENDING	----- \$2,000	----- \$12,100	----- \$22,800
	=====	=====	=====

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

UNEMPLOYMENT COMPENSATION FUND

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

	1990-91 ACTUAL	1991-92 AVAILABLE	1992-93 ESTIMATED
	-----	-----	-----
CASH BALANCE, BEGINNING	\$0	\$5,600	\$14,900
Receipts:			
Transfer from General Operating Fund	5,600	9,000	
Interest		300	800
Total Receipts	----- 5,600	----- 9,300	----- 800
TOTAL FUNDS AVAILABLE	----- \$5,600	----- \$14,900	----- \$15,700
Disbursements:			
UC Payments			
Total Disbursements	----- 0	----- 0	----- 0
CASH BALANCE, ENDING	----- \$5,600	----- \$14,900	----- \$15,700
	=====	=====	=====

ORIGINAL

RESOLUTION 1991-9

A RESOLUTION adopting a Low-Level Radioactive Waste Inventory Reporting System.

WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact Consent Act (P.L. 100-319) requires the Commission to keep current and annual inventories of all generators by name and quantity of low-level waste generated within the region; and

WHEREAS, the Commonwealth of Pennsylvania has developed a survey instrument and data base program to establish a LLRW Management System for Pennsylvania generators; and

WHEREAS, staff from each of the party states have reviewed the Pennsylvania survey instrument and determined that the survey instrument or one substantially similar to it is viable for use in their respective party states; and

WHEREAS, a uniform survey instrument will minimize data input and reporting errors; and

WHEREAS, the collection of information about storage space for low-level radioactive waste would be beneficial to the party states, generators and the Commission; now therefore,

BE IT RESOLVED by the Appalachian States Low-Level Radioactive Waste Commission that a Low-Level Radioactive Waste Inventory Reporting System be hereby established as follows:


- 1. The party states shall collect information regarding the generation of low-level radioactive waste in accordance with this resolution.**
- 2. The party states shall adopt Pennsylvania's survey instrument used to collect information about low-level radioactive waste generated in Pennsylvania or a survey instrument that substantially conforms to the design and scope of the Pennsylvania survey instrument.**
- 3. Each party state shall submit its survey instrument to the Commission's Executive Director for comment and necessary revision(s) to be compatible with the Commission's data base. A party state may appeal changes requested by the Executive Director directly to the Commission.**
- 4. Party states shall survey LLRW generators in their respective states beginning with the 1989 calendar year.**

11/11/2011

5. Party states shall return completed survey instruments to the Commission by April 1 of each year for waste generated in the previous year.
6. The Executive Director shall work with staff from the party states and EG&G Idaho, Inc. to incorporate a uniform reporting requirement for units of measurement on future survey instruments.
7. The Executive Director shall discuss with representatives of the Appalachian Compact Users of Radioactive Isotopes and seek public input on whether any modifications to Pennsylvania's survey instrument are appropriate or necessary.
8. The Executive Director, in consultation with party state staff and with input from ACURI and the general public, shall develop a survey instrument to collect information on the availability of storage space within the region beginning with the 1992 calendar year.



Arthur A. Davis, Chairman



Marc S. Tenan, Secretary/Executive Director

ADOPTED: June 12, 1991

RESOLUTION 1991-10

ORIGINAL

A RESOLUTION to enter into a contractual agreement with the law firm of Pepper, Hamilton and Scheetz to serve as General Counsel to the Appalachian States Low-Level Radioactive Waste Commission.

WHEREAS, Public Law 100-319 states that "notwithstanding any other provision of law, the Commission may hire and/or retain its own legal counsel"; and

WHEREAS, the Commission has determined that it is more effective and economical to hire a private law firm to serve as General Counsel than to hire an employee; and

WHEREAS, the Commission has established an Evaluation Committee to interview qualified law firms and make a recommendation to the Commission; and

WHEREAS, the Evaluation Committee has reviewed written proposals submitted by four law firms; and

WHEREAS, the Evaluation Committee has personally interviewed the four law firms; and

WHEREAS, the Evaluation Committee has unanimously recommended that the law firm of Pepper, Hamilton and Scheetz is the most qualified to serve as General Counsel to the Commission of the four law firms considered by the Evaluation Committee; and

WHEREAS, the Commission has discussed the recommendation with the members of the Evaluation Committee; and

WHEREAS, the Commission's Executive Director and the law firm of Pepper, Hamilton and Scheetz have **substantially** agreed to the attached Legal Services Agreement; and

WHEREAS, the Commission has read and agrees to the Legal Services Agreement attached to this Resolution; now, therefore,

BE IT RESOLVED by the Appalachian States Low-Level Radioactive Waste Commission that the law firm of Pepper, Hamilton and Scheetz shall serve as General Counsel to the Commission until such time that the Commission deems otherwise **and that the Chairman and the Executive Director are authorized to enter into a legal services agreement with Pepper, Hamilton & Scheetz which substantially conforms to the attached legal services agreement.**



Arthur A. Davis, Chairman



Marc S. Tenan, Secretary/Executive Director

ADOPTED: June 12, 1991

10/20/20

REVISED: 5/16/91

APPALACHIAN STATES LOW-LEVEL RADIOACTIVE WASTE COMMISSION

LEGAL SERVICES AGREEMENT

This Agreement, entered into this _____ day of _____, 19____ by and between _____ (hereinafter referred to as the "LAW FIRM") and the Appalachian States Low-Level Radioactive Waste Commission (hereinafter referred to as the "COMMISSION").

WITNESSETH:

Whereas the COMMISSION requires the professional and specialized legal services described in Appendix A; and

Whereas the LAW FIRM is qualified to and has agreed to perform such professional and specialized legal services.

NOW THEREFORE, the COMMISSION and the LAW FIRM, with the intention of being legally bound hereby, agree as follows:

1. SERVICES

The LAW FIRM shall perform the services described in this Agreement, including those described in privileged and confidential communications between the COMMISSION and the LAW FIRM, in accordance with the provisions established in Appendix A of this Agreement.

2. COMPENSATION

The LAW FIRM shall be compensated by the COMMISSION for the services contracted for in accordance with the provisions established in Appendices B and C of this Agreement.

3. TERM OF AGREEMENT

- a. The term of this Agreement shall be from _____ through June 30, 1992, subject to other provisions of this Agreement, including Paragraphs fourteen (14) and fifteen (15) herein.
- b. The COMMISSION shall not be liable to pay the LAW FIRM for any services or work performed or expenses incurred before the effective date of this Agreement.
- c. The term of this Agreement may be extended by and at the sole option of the COMMISSION where a continued need exists for the services of the LAW FIRM and

there has been no termination under Paragraph 15 of this Agreement. The LAW FIRM agrees that the extension of this Agreement shall be on the same terms and conditions as the original Agreement except as otherwise agreed to in writing by the parties.

4. BILLING

- a. The LAW FIRM shall submit monthly invoices to the COMMISSION's Executive Director for services performed during each such period.
- b. Each invoice shall be itemized listing the services performed by attorney and legal assistant, by date, by hours worked and by rate, and shall generally follow the format appearing in Appendix E of this Agreement.
- c. The amount shown on each invoice for labor costs shall be in accordance with the rates established in Appendix B.
- d. The invoices shall also list nonlabor costs such as those incurred for travel, food and lodging, described more completely in Appendix C.
- e. The COMMISSION agrees to pay the LAW FIRM for travel, lodging and meal costs in reasonable amounts incurred in connection with performance of services under this Agreement, as described more completely in Appendix C.
- f. The LAW FIRM may adjust its rates by up to five percent (5%) at the end of every 12-month period during which services are rendered, as to services to be performed hereunder during the succeeding 12-month period.
- g. The COMMISSION will make its best efforts to make payments on invoices within 45 days of their rendering.
- h. All such invoices shall contain a statement which reads substantially as follows: "The LAW FIRM hereby certifies that the services supplied and expenses incurred as stated in the attached invoice have met all of the required standards set forth in the Legal Services Agreement between the COMMISSION and the LAW FIRM.
- i. All such invoices or accompanying letters of transmittal shall be signed by the LAW FIRM and shall set out the firm's federal employer identification number.

5. CONSULTATION

The LAW FIRM shall consult with and keep the COMMISSION fully informed as to the progress of all matters covered by this Agreement. The LAW FIRM shall consult and cooperate with, and shall be responsible directly to the COMMISSION's Executive Director and other officials as designated by the Executive Director on all significant matters of strategy and tactics. The duty of the LAW FIRM shall be to advise, counsel and recommend actions to the

COMMISSION through the COMMISSION's Executive Director and the other officials designated by him, and to carry out to the best of its ability their directions. The LAW FIRM will not make any offer, settlement or compromise without the written consent of the Executive Director of the COMMISSION. The LAW FIRM shall offer the COMMISSION the opportunity to review Court documents and briefs prior to filing. The LAW FIRM shall promptly furnish the COMMISSION with copies of all correspondence and all court documents and briefs prepared in connection with the services rendered under this Agreement, and such additional documents as may be requested.

6. PRESERVATION OF RECORDS

The LAW FIRM shall maintain and preserve for a period of three (3) years after the date of final payment to the LAW FIRM, and during that period shall produce upon request of the COMMISSION all data, records, and other evidence pertaining to costs incurred by the LAW FIRM in connection with this Agreement for the purpose of an audit or other examination.

7. SUBCONTRACTING

Subcontracting, assignment, or transfer of all or part of the interest of the LAW FIRM in the work covered by this Agreement shall be prohibited without prior written consent of the COMMISSION. In the event the COMMISSION gives such consent, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as the LAW FIRM is hereby bound and obligated.

8. OWNERSHIP OF DOCUMENTS

- a. All documents, data, and records produced by the LAW FIRM in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, are and shall become and remain the property of the COMMISSION.
- b. The COMMISSION shall have the right to use all such documents, data, and records without restriction or limitation and without additional compensation to the LAW FIRM and the LAW FIRM shall have no right or interest therein.
- c. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data, and records shall, at the option of the COMMISSION, be appropriately arranged, indexed, and delivered to the COMMISSION by the LAW FIRM.
- d. Any document, data and records given to or prepared by the LAW FIRM under this Agreement shall not be made available to any individual or organization by the LAW FIRM without prior written approval of the COMMISSION. Any information secured by the LAW FIRM from the COMMISSION in connection with carrying out the services under this Agreement shall be kept confidential unless disclosure of such

information is approved in writing by the COMMISSION or is directed by a court or other tribunal of competent jurisdiction.

- e. Notwithstanding the provisions of Paragraphs 6 and 8 of this Agreement, the LAW FIRM may retain copies of documents delivered to the COMMISSION.

9. AGREEMENT CHANGES

Any modification or change to this Agreement shall be incorporated in a written amendment to this Agreement signed by both parties and executed in the same manner as this original Agreement and in accordance with applicable law.

10. CONFLICT OF INTEREST

The LAW FIRM, by signing this Agreement, covenants that it has no undisclosed public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest in any firm or otherwise, including but not limited to the firms listed in Appendix F, which does or may conflict in any manner with the performance of the services or obligations under this Agreement. Any such conflicts shall be disclosed to the COMMISSION and the COMMISSION shall determine whether such conflict is cause for termination of this Agreement. The LAW FIRM further covenants that, in the performance of this contract, no person having such interest shall be employed by or associated with the firm.

11. INABILITY TO PERFORM

The LAW FIRM agrees that if, because of death or any other occurrence beyond the control of the LAW FIRM, it becomes impossible for any principal or principals and in particular the principals assigned to this project to render the services set forth in the Agreement, neither the LAW FIRM nor the surviving principals shall be relieved of their obligations to complete performance hereunder. The LAW FIRM shall, with respect to any replacement principal proposed to be assigned to this matter, consult with the COMMISSION. The COMMISSION's consent to the proposed assignment is required, and may not be withheld unreasonably.

12. LICENSE TO APPEAR

The LAW FIRM, by signing this Agreement, warrants that attorneys involved in this representation are now duly licensed to practice before the judicial forum, court, board, and tribunal before which they will appear on behalf of the COMMISSION. However, the LAW FIRM may obtain a subcontractor to act as co-counsel where appearance by the COMMISSION is required in a forum or jurisdiction where its attorneys are not licensed to practice; provided, however, that the firm's use of the subcontractor in that circumstance is subject to Paragraph Seven (7) of this Agreement.

13. EMPLOYMENT STATUS

- (a) Services rendered pursuant to this Agreement are not rendered as an employee of the COMMISSION and amounts paid pursuant to this Agreement do not constitute compensation or wages paid to an employee.
- (b) The LAW FIRM is an independent contractor and the COMMISSION assumes no liability for actions of the LAW FIRM under this Agreement.

14. TERMINATION

Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at the option of the COMMISSION upon thirty (30) days written notice to the LAW FIRM, unless the termination is for cause, in which case the COMMISSION may terminate without advance notice. If the COMMISSION elects to terminate, the LAW FIRM shall be entitled to payment for services rendered under the Agreement up to the time of termination. After termination, the LAW FIRM shall be obligated only to do those things which it is directed by the COMMISSION to do or which it is required to do by the Code of Professional Responsibility. The COMMISSION is obligated to pay for such services at the rates provided for herein.

15. TERMINATION FOR FUNDING

The COMMISSION's obligations hereunder shall cease immediately, without further payment being required, in any year for which one or more Party States to the Appalachian States Low-Level Radioactive Waste Compact fails to make a payment sufficient to pay such obligation or when there no longer exists funding for the legal services from available sources. The COMMISSION shall give the LAW FIRM notice of such termination for funding as soon as practicable. In addition, the LAW FIRM has the concurrent right, upon the occurrence of either event, to cease the furnishing of services under this Agreement, subject only to those obligations existing under the Code of Professional Ethics. In such circumstances, the COMMISSION agrees to join in any withdrawal petition filed by the firm.

16. NONDISCRIMINATION

The LAW FIRM shall comply with all applicable provisions of state and federal constitutions, laws, regulations and judicial orders pertaining to nondiscrimination and equal employment opportunity, including the provisions of the Nondiscrimination Clause, which is attached hereto as Appendix G and incorporated by reference.

17. CONTRACTOR INTEGRITY PROVISIONS

The LAW FIRM agrees to comply with the Contractor Integrity Provisions which are attached hereto as Appendix H and incorporated by reference.

18. APPLICABLE LAW

This Agreement and the LAW FIRM's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed on the day and year first above written, intending to be legally bound hereby.

ATTEST:

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

25-1628721
Federal Tax ID Number

BY: Arthur A. Davis DATE
TITLE: Chairman

BY: Marc S. Tenan DATE
TITLE: Secretary/Executive Director

ATTEST:

LAW FIRM

Federal Tax ID Number

BY: DATE
TITLE:

BY: DATE
TITLE:

APPENDIX A

DESCRIPTION OF SERVICES

1. The LAW FIRM shall represent the COMMISSION in any claim filed by or against the COMMISSION. The LAW FIRM shall provide legal representation for the COMMISSION at the COMMISSION's option and direction before any court of original or appellate jurisdiction (federal or state), provided that any delegation required by law has been obtained.
2. The LAW FIRM shall consult with the COMMISSION on legal issues involved in any potential or pending litigation or claim for or against the COMMISSION.
3. The LAW FIRM shall assist the COMMISSION when requested in the preparation and promulgation of regulations as provided by the Appalachian States Low-Level Radioactive Waste Compact Consent Act (P.L. 100-319).
4. The LAW FIRM shall provide the COMMISSION with legal review and assistance of contractual agreements entered into by the COMMISSION.
5. The LAW FIRM shall provide the COMMISSION with legal review and assistance of the COMMISSION'S Bylaws, Administrative Manual, and other documents when requested by the COMMISSION.
6. The LAW FIRM shall serve as General Legal Counsel to the COMMISSION and shall provide advice and assistance as requested by the COMMISSION, including but not limited to the interpretation of applicable laws and judicial orders.

APPENDIX B

BILLING RATE FOR LABOR

Senior Partner	\$	/hour
Partner (ordinary rate, not to exceed)	\$	/hour
Associate (ordinary rate, not to exceed)	\$	/hour
Document Administrative Specialist	\$	/hour
Paralegal	\$	/hour

APPENDIX C

COMPENSATION

The LAW FIRM shall receive full payment for the services under this Agreement and reimbursement of the firm's eligible costs. This Agreement provides for compensation of the LAW FIRM's fees and costs up to the amount of _____ for fiscal year 1991-92. Payments of additional amounts may be made, and continued performance by the LAW FIRM will be required, only by preparation of an Addendum to this Agreement, executed by the COMMISSION and the LAW FIRM.

- A. The LAW FIRM shall be reimbursed for all reasonable, actual, direct labor costs incurred in fulfilling the terms of this Agreement in accordance with the rates established in Appendix B and Paragraph 4(f) of this Agreement.
- B. The LAW FIRM shall be reimbursed for all reasonable, actual, ordinary, and necessary direct nonlabor costs incurred in fulfilling the terms of this Agreement, subject to specific limitations such as those set forth in this Appendix and Paragraph 4 of the Agreement, including but not limited to the following:
 1. Reasonable, actual, ordinary, and necessary expenses for travel, meals, and lodging, incurred by the LAW FIRM to fulfill the firm's obligations under this Agreement shall be reimbursed by the COMMISSION subject to the limitations in this paragraph and the COMMISSION'S Travel Policy in Appendix D. The LAW FIRM shall retain all receipts as required by the COMMISSION'S Travel Policy and shall provide the COMMISSION with copies. Mileage reimbursement shall be made in accordance with the travel policy applicable to the COMMISSION for the use of personally-owned motor vehicles. Expenses for lodging and meals shall not be reimbursed if the firm's services under this Agreement must be performed in the City of Harrisburg, or in a municipality where one of the three potentially suitable sites or the final site for a low-level radioactive waste disposal facility selected by the Commonwealth of Pennsylvania is located. The amount of reimbursement for lodging shall be limited to the single-occupancy rate at the nearest Holiday Inn and the amount of reimbursement for meals shall be limited to the highest priced meal for the appropriate time of day at the nearest Holiday Inn. Reimbursement for lodging and meals shall further be limited by the Travel Policy (Appendix D) of the COMMISSION.
 2. Reasonable, actual, ordinary, and necessary expenses for (a) communications (including telephone, telegraph, postage, parcel post and freight, and package express); (b) photocopies made by the LAW FIRM "in-house," to be reimbursed at the rate of \$ _____ per page; (c) other reproduction (including but not limited to photographs, photocopies, prints and offset work); and (d) document control and analysis contracted for with outside firms shall be reimbursed by the COMMISSION. The LAW FIRM shall retain all receipts therefore and shall upon request of the COMMISSION provide any necessary documentation.

3. Reasonable, actual, ordinary, and necessary expenses for other special materials required for and used solely in the fulfillment of this Agreement shall be reimbursed by the COMMISSION. The LAW FIRM shall retain all receipts therefore and shall upon request of the COMMISSION provide any necessary documentation.
- C. Travel, meals, lodging, and other direct nonlabor costs which the LAW FIRM expects to incur under this Agreement outside of the Commonwealth of Pennsylvania, with the exception of telephone, mailing, and other similar communication expenses, shall require the prior approval of the COMMISSION, which approval shall not be unreasonably withheld. Prior approval by the COMMISSION of travel to be undertaken by the LAW FIRM outside of the Commonwealth of Pennsylvania as an incident of the firm's performance of services under this Agreement, shall constitute approval for the LAW FIRM to incur reasonable, actual, ordinary, and necessary expense for travel, meals, lodging, and other ordinary and necessary direct nonlabor costs. The LAW FIRM shall retain all receipts and shall upon request provide any necessary documentation.
 - D. The LAW FIRM shall require COMMISSION approval before incurring any extraordinary or unusual expenses.

APPENDIX D

TRAVEL POLICY

APPENDIX E

SAMPLE INVOICES

SUMMARY PAGE

FIRM: [INSERT]

ADDRESS:

PHONE:

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION
HARRISBURG, PENNSYLVANIA

CLIENT #: _____
DATE: _____

ATTN: Marc S. Tenan
Executive Director

REGARDING: [INSERT DESCRIPTION]

TOTAL FEES FOR PROFESSIONAL
SERVICES RENDERED FROM // THROUGH // [TOTAL FEES]

TOTAL EXPENSE ADVANCES MADE
TO YOUR ACCOUNT FROM // THROUGH // [TOTAL COSTS]

BALANCE DUE: [GRAND TOTAL]

FEDERAL EMPLOYMENT I.D. NO. [INSERT]

[RESPONSIBLE ATTORNEY AT LAW FIRM] on behalf of [NAME OF FIRM] hereby certifies that the services supplied and expenses incurred as stated in the attached invoice have met all of the required standards set forth in the Agreement for Legal Services with the Appalachian States Low-Level Radioactive Waste Commission.

(Signature)

DETAILS OF HOURS AND SERVICES

FIRM: [INSERT]

ADDRESS:

PHONE:

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION
HARRISBURG, PENNSYLVANIA

CLIENT #: _____

DATE: _____

FOR PROFESSIONAL SERVICES RENDERED FROM / / THROUGH / /

REGARDING: [INSERT DESCRIPTION]

<u>DATE</u>	<u>DESCRIPTION OF SERVICES RENDERED</u>	<u>ATTORNEY</u>	<u>HOURS</u>
/ /	[INSERT]	[INITIALS]	[INSERT]

TIME SUMMARY

FIRM: [INSERT]

ADDRESS:

PHONE:

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION
HARRISBURG, PENNSYLVANIA

CLIENT #: _____

DATE: _____

REGARDING: [INSERT DESCRIPTION]

TIME SUMMARY

<u>ATTORNEY</u>	<u>RATE</u>	<u>HOURS</u>	<u>TOTALS</u>
[NAME & INITIALS]	[INSERT]	[INSERT]	[INSERT]

FOR PROFESSIONAL SERVICES RENDERED FROM / / THROUGH / /

TOTAL FEES: _____

COST SUMMARY

FIRM: [INSERT]

ADDRESS:

PHONE:

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION
HARRISBURG, PENNSYLVANIA

CLIENT #: _____

DATE: _____

REGARDING: [INSERT DESCRIPTION]

COST SUMMARY

<u>DATE</u>	<u>DESCRIPTION OF EXPENSE ADVANCES</u>	<u>AMOUNT</u>
/ /	[INSERT]	[INSERT]

COSTS INCURRED FROM / / THROUGH / /

TOTAL EXPENSE ADVANCES: _____

APPENDIX F

CHEM-NUCLEAR SYSTEMS, INC. AND RELATED COMPANIES

Parent Corporations of Chem-Nuclear Systems, Inc.

Waste Management, Inc.
Waste Management of North America, Inc.
Chemical Waste Management, Inc. (CWM)

Subsidiaries of Chem-Nuclear Systems, Inc.

ATCORP Engineering Services (AES), Inc.
Chem Security Systems, Inc.
NEI-Waste Technologies, Ltd.
General Nuclear Systems, Inc.

Associates of Chem-Nuclear Systems, Inc.

Pollution Prevention, Ltd.
NEI Power Engineering
General Nuclear Systems (GNS), Inc.

Chem-Nuclear Project Team

Public Management Consultants, Inc.
Law Engineering
MK-Ferguson (Parent Corporation is Morrison Knudsen)
Numatic (Parent Corporations are Societe General Pour La Technique Nouvelle (SGN)
and Comphene General Des Matieres Nucleiric (COGEMA))

NOTE: This list of related companies to Chem-Nuclear Systems, Inc. may be updated as additional information is submitted by Chemical Waste Management, Inc. and Waste Management, Inc. to the Pennsylvania Department of Environmental Resources.

APPENDIX G

NONDISCRIMINATION CLAUSE

During the term of this contract, the LAW FIRM agrees as follows:

1. The LAW FIRM shall not discriminate against any employee applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. The LAW FIRM shall take affirmative action to insure that applicants are employed and that employees or agents are treated during employment without regard to their race, color, religious creed, handicap, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The LAW FIRM shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
2. The LAW FIRM shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age or sex.
3. The LAW FIRM shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by the LAW FIRM.
4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that the LAW FIRM had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the LAW FIRM was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons so that the LAW FIRM will be unable to meet its obligations under this nondiscrimination clause, the LAW FIRM shall then employ and fill vacancies through other nondiscriminatory employment procedures.
6. The LAW FIRM shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of the LAW FIRM's noncompliance with the nondiscrimination clause of this contract or with

any such laws, this contract may be terminated or suspended, in whole or in part, and the LAW FIRM may be declared temporarily ineligible for further COMMISSION contracts, and other sanctions may be imposed and remedies invoked.

7. The LAW FIRM shall, if requested by the COMMISSION, furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If the LAW FIRM does not possess documents or records reflecting the necessary information requested it shall furnish such information on reporting forms supplied by the contracting agency.
8. The LAW FIRM shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.
9. The LAW FIRM shall include the provisions of this nondiscrimination clause in every subcontract, so that such provision will be binding upon each Subcontractor.
10. The LAW FIRM's obligations under this clause are limited to the LAW FIRM's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

APPENDIX H

CONTRACTOR INTEGRITY PROVISIONS

1. Definitions
 - a. "Confidential information" means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the COMMISSION.
 - b. "Consent" means written permission signed by a duly authorized officer or employee of the COMMISSION, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the COMMISSION shall be deemed to have consented by virtue of execution of this Agreement.
 - c. "Contractor" means the individual or entity that has entered into this Agreement with the COMMISSION, including directors, officers, partners, managers, key employees, and owners of more than a three percent (3%) financial interest.
 - d. "Financial interest" means:
 - (1) any financial interest in a legal business entity which comprises more than three percent (3%) of the equity of the business or more than three percent (3%) of the assets of the economic interest in indebtedness; or
 - (2) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position or management.
 - e. "Gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. The contractor shall maintain the highest standards of integrity in the performance of this Agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the COMMISSION.
3. The contractor shall not disclose to others any confidential information gained by virtue of this Agreement.
4. The contractor shall not, in connection with this Agreement or any other agreement with the COMMISSION, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion,

recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the COMMISSION.

5. The contractor shall not, in connection with this Agreement or any other agreement with the COMMISSION, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the COMMISSION.
6. Except with the consent of the COMMISSION, neither the contractor nor anyone in privity with him shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this Agreement except as provided therein.
7. Except with the consent of the COMMISSION, the contractor shall not have a financial interest in any other contractor, subcontractor or supplier providing services, labor, or material to the COMMISSION.
8. The contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the COMMISSION in writing.
9. The contractor, by execution of this Agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that the contractor has not violated any of these provisions.
10. The contractor shall, upon request of the COMMISSION or its duly authorized agent, reasonably and promptly make available for inspection and copying, all business and financial records of the contractor of, concerning, and referring to this Agreement with the COMMISSION or which are otherwise relevant to the enforcement of these provisions.
11. For violation of any of the above provisions, the COMMISSION may terminate this Agreement and any other agreement with the contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the contractor from doing business with the COMMISSION. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the COMMISSION may have under law, statute, regulation, or otherwise.

RESOLUTION 1991-11

ORIGINAL

A RESOLUTION to enter into a contractual agreement with the certified public accounting firm of Greenawalt & Company, P.C. to serve as Auditor to the Appalachian States Low-Level Radioactive Waste Commission.

WHEREAS, Public Law 100-319 requires the Commission to have its financial accounts audited as soon as practicable after the closing of the fiscal year; and

WHEREAS, Public Law 100-319 requires the audit to be conducted by a qualified certified public accountant; and

WHEREAS, the Commission has established an Audit Committee to prepare a Request for Proposals for Professional Auditing Services; and

WHEREAS, the Audit Committee has reviewed written and evaluated proposals submitted by three certified public accounting firms; and

WHEREAS, the Audit Committee has unanimously recommended that the certified public accounting firm of Greenawalt & Company, P.C. had the best overall proposal to audit the financial accounts of the Commission; and

WHEREAS, the Commission has discussed the recommendation with the members of the Audit Committee; and

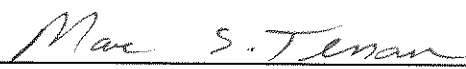
WHEREAS, the Commission's Executive Director and the certified accounting firm of Greenawalt & Company, P.C. have agreed to the attached Audit Services Agreement; and

WHEREAS, the Commission has read and agrees to the Audit Services Agreement attached to this Resolution; now, therefore,

BE IT RESOLVED by the Appalachian States Low-Level Radioactive Waste Commission that the certified public accounting firm of Greenawalt & Company shall serve as Auditor to the Commission until June 30, 1995 or until such sooner time that the Commission deems otherwise.



Arthur A. Davis, Chairman



Marc S. Tenan, Secretary/Executive Director

ADOPTED: June 12, 1991

APPALACHIAN STATES LOW-LEVEL RADIOACTIVE WASTE COMMISSION

AUDIT SERVICE AGREEMENT

This agreement effective the first day of July 1991, between the Appalachian States Low-Level Radioactive Waste Commission (hereinafter referred to as the COMMISSION), party of the first part, and Greenawalt & Company, P.C. (hereinafter referred to as the AUDITOR), party of the second part.

WITNESSETH:

WHEREAS, the COMMISSION is required to have the financial accounts of the COMMISSION audited by a certified public accountant pursuant to Article 2(C)(5)(a) of the Appalachian States Low-Level Radioactive Waste Compact Consent Act (P.L. 100-319); and

WHEREAS, the COMMISSION designates the AUDITOR to perform the required duties; and

WHEREAS, the AUDITOR desires to accept said engagement and represents to the COMMISSION that it possesses and hereby offers to the COMMISSION professional knowledge, experience and expertise in auditing.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises hereinafter set forth, the parties hereto covenant and agree as follows:

I. SERVICES OF THE AUDITOR

The AUDITOR agrees to perform professional services as set forth herein and in the Request for Proposal and the Proposal (which are made part of and attached to this agreement as Exhibit I and Exhibit II, respectively) as follows:

1. The AUDITOR will conduct an audit of the Appalachian States Low-Level Radioactive Waste Commission for the fiscal years ending June 30, 1990, 1991, 1992, 1993, 1994, and 1995, in accordance with its proposal which is attached as Exhibit II, and to issue an opinion on the financial statements for each year being audited.
2. The AUDITOR agrees to conduct the audits in accordance with generally accepted auditing standards and the standards set forth in the U.S. General Accounting Office's (GAO) *Government Auditing Standards* (1988), and agrees to exercise due professional care in the performance of its work.

3. In addition to the reports required by the request for proposals and included in the AUDITOR's proposal, the AUDITOR will provide the COMMISSION with a management letter containing the following:

- a. Specific recommendations for the improvement of accounting practices and procedures, internal controls, and the procedures and controls for the data processing services.
- b. Recommendations for new accounts that are necessary to comply with generally accepted accounting principles and procedures, including recommendations on any accounting practices being employed having general acceptance.
- c. Any other comments or recommendations on situations the AUDITOR, in its professional opinion, believes may be of interest to the COMMISSION in the accomplishment of its objectives.

II. RESPONSIBILITIES OF THE COMMISSION

The Contracting Officer for the COMMISSION, pursuant to the terms of this agreement, shall be the Executive Director of the Appalachian States Low-Level Radioactive Waste Commission. The COMMISSION agrees to provide the information it has available in order to assist the AUDITOR to perform the services required to complete the audit.

III. TERM OF AGREEMENT

Subject to its other provisions and the availability of funds, the terms of this agreement shall be effective the first day of July 1991, and shall terminate on the 30th day of June 1996. This agreement is for a six (6) year term to perform an audit for each of the six (6) fiscal year periods ending June 30, 1990, 1991, 1992, 1993, 1994, and 1995. The COMMISSION may terminate this contract at its option by delivering to the AUDITOR written notice of termination as provided under Paragraph XVIII herein.

IV. TIME SCHEDULE

The AUDITOR agrees to furnish the COMMISSION with completed audit reports within thirty (30) days after completion of the audit. The AUDITOR will not be held to this schedule if the information needed by the AUDITOR is not made available in a timely manner by the COMMISSION or any third parties requested to provide confirmations regarding account balances or other information.

V. AUDITOR'S FEE

The AUDITOR agrees to conduct audits of the Appalachian States Low-Level Radioactive Waste Commission for annual fees, as specified in the cost proposal which is made part of and attached hereto as Exhibit III. All services will be performed in accordance with the terms and conditions of this agreement, including any and all collateral costs incidental to the performance of the work specified. The fee schedule will be as follows:

Fees Not to Exceed the Following Amounts for the Audit of Fiscal Years Shown

<u>1990</u>	<u>1991</u>	<u>1992</u>	<u>1993</u>	<u>1994</u>	<u>1995</u>	<u>TOTAL</u>
Included in F Y 1991	\$2,914	\$2,757	\$2,962	\$3,148	3,433	\$15,214

VI. BILLING

The AUDITOR will be paid for its services upon proper billing to the COMMISSION on a monthly basis. Invoices should be submitted in the month following the month in which the work was performed or the services rendered and accepted by the Contracting Officer. Invoices for services shall, at a minimum include the following:

1. Period covered.
2. For expenditure of manpower resources, including that of subcontractors:
 - a. Name.
 - b. Rate per hour.
 - c. Total hours and total cost, itemized by task.
3. For other costs, the specific item, purpose and cost.

The COMMISSION will make payment to the AUDITOR for such service up to an amount equal to seventy-five percent (75%) of the respective agreement amounts, with the balance of twenty-five percent (25%) being paid upon delivery of all services for the year in question in accordance with the terms and conditions of this agreement.

VII. CONFLICT OF INTEREST

The AUDITOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services hereunder. The AUDITOR further covenants that in the performance of this agreement, it will not knowingly employ any person having any such interest.

VIII. INDEPENDENT CAPACITY OF THE AUDITOR

The parties hereto agree that the AUDITOR, and any agents and employees of the AUDITOR in the performance of this agreement, shall act in an independent capacity and not as officers, employees or agents of the COMMISSION.

IX. ASSIGNABILITY

This agreement may not be assigned by the AUDITOR either in whole or in part.

X. SUBCONTRACTS

Unless provided for in this agreement, no contract shall be made by the AUDITOR with any other party for furnishing any of the work or services herein contracted for without the consent, guidance and written approval of the Contracting Officer. Any subcontract hereunder entered into subsequent to the execution of this agreement must be annotated "Approved" by the Contracting Officer. This provision will not be taken as requiring the approval of contracts of employment between the AUDITOR and personnel assigned for services hereunder.

XI. COMMISSION HELD HARMLESS

The AUDITOR agrees to indemnify, defend and save harmless the COMMISSION and the COMMISSION's Party States, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other persons, firms or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and resulting losses accruing to any person, firm, or corporation who may be injured or damaged by the AUDITOR to the extent directly and proximately caused by the negligent performance of this agreement, and against any liability, including costs and expenses, for violation of propriety rights, or right of privacy, to the extent directly and proximately caused by the AUDITOR'S improper publication, translation, reproduction, delivery, use or disposition of any data furnished under this agreement or based on any libelous or other unlawful matter contained in such data.

XII. COPYRIGHT INDEMNITY

AUDITOR agrees that all reports and documents relating to the COMMISSION which it may prepare and deliver hereunder, shall be confidential and shall become the property of the COMMISSION, subject to the AUDITOR'S professional obligation to maintain its work papers as required by the Professional Standards of the AICPA and the Codification of Statements on Auditing Standards, including but not limited to AU Section 339, and shall not be published, circulated, or used in any manner by the AUDITOR without the prior written approval of the COMMISSION, except to the extent necessary to perform the services hereunder.

XIII. EQUAL OPPORTUNITY EMPLOYMENT

The AUDITOR agrees that, during the performance of work under this agreement, it will comply with the nondiscrimination provisions attached hereto as Exhibit IV.

XIV. GRATUITIES

1. The COMMISSION may, by written notice to the AUDITOR, terminate the right of the AUDITOR to proceed under this agreement if it is found, after notice and hearing, by the COMMISSION, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the AUDITOR, or any agent or representative of the AUDITOR, to any member, alternate, officer, employee or agent of the COMMISSION with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; provided that the existence of the facts upon which the COMMISSION makes such findings shall be in issue and may be reviewed in any competent court.
2. In the event this agreement is terminated as provided in paragraph one (1) above, the COMMISSION shall be entitled to pursue the same remedies against the AUDITOR as it could pursue in the event of a breach of the agreement by the AUDITOR.
3. The rights and remedies of the COMMISSION provided in this paragraph shall not be exclusive and are in addition to any rights and remedies provided by law or under this agreement.

XV. COVENANT AGAINST CONTINGENT FEES

The AUDITOR warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employed or bona fide established commercial or selling agencies maintained by the AUDITOR for the purpose of securing business. For breach or violation of this warranty, the COMMISSION shall have the right to annul this agreement without liability or in its discretion to deduct from the contract

price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

XVI. RETENTION OF RECORDS

The AUDITOR agrees to preserve all financial and accounting records pertaining to this agreement during the contract period and for six (6) years from the expiration date of the agreement and during such period the COMMISSION, or any other department or representative of the Party States to the Compact, upon reasonable notice, shall have the right to audit such books and records for the purpose of verifying all of the fee payments under this agreement, to the extent authorized and permitted by law. The AUDITOR shall have the right to preserve all records and accounts in original form, or on microfilm, magnetic tape, or any other similar process.

XVII. SENSITIVE INFORMATION

The AUDITOR shall not publish or otherwise disclose, except to the COMMISSION and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment.

XVIII. TERMINATION

The performance of work under the agreement may be terminated by the COMMISSION in whole or, from time to time in part, whenever for any reasons the Contracting Officer shall determine that such termination is in the best interest of the COMMISSION. Any such termination shall be effected by delivery to the AUDITOR of a Notice of Termination, specifying the extent to which performance of the work under the agreement is terminated and the date on which such termination becomes effective. The agreement shall be equitably adjusted to compensate for such termination and the agreement modified accordingly.

XIX. DEFAULT

1. The COMMISSION may, subject to the provisions of paragraph three (3) below, by written notice of default to the AUDITOR, terminate the whole or any part of this agreement in any one of the following circumstances:
 - a. If the AUDITOR fails to perform the services within the time specified herein or any extension thereof; or
 - b. If the AUDITOR fails to perform any of the other provisions of this agreement, or so fails to make progress as to endanger performance of this agreement in accordance

with its terms, and in either of these two circumstances does not cure such failure within a period of ten days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notices from the Contracting Officer specifying such failure.

2. Except with respect to defaults of subcontractors, the AUDITOR shall not be liable for any excess costs if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the AUDITOR. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the COMMISSION in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the AUDITOR. If the failure to perform is caused by the default of a subcontractor, and such default arises out of causes beyond the control of both the AUDITOR and subcontractor and without the fault or negligence of either of them, the AUDITOR shall not be liable, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the AUDITOR to meet the required delivery schedule.
3. If this agreement is terminated as provided in Section XVIII, the COMMISSION, in addition to any other rights provided in this paragraph, and subject to the AUDITOR's professional obligation to maintain its work papers as required by the Professional Standards of the AICPA and the Codification of Statements on Auditing Standards, including but not limited to AU Section 339, may require the AUDITOR to transfer title and deliver to the COMMISSION in the manner and to the extent directed by the Contracting Officer, such partially completed reports or other documentation as the AUDITOR has specifically produced or specifically acquired for the performance of such part of this agreement as has been terminated. Payments for completed reports and other documentation delivered to and accepted by the COMMISSION shall be at the agreement price. Payment for partially completed reports and other documentation delivered to and accepted by the COMMISSION shall be in an amount agreed upon by the AUDITOR and Contracting Officer. The COMMISSION may withhold from amounts otherwise due the AUDITOR for such completed or partially completed reports or other documentation such sum as the Contracting Officer determines to be necessary to protect the COMMISSION against loss because of outstanding liens or claims or former lien holders.
4. If, after notice of termination of this agreement under the provisions of this paragraph, it is determined for any reason that the AUDITOR was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the paragraph entitled "Termination."
5. The rights and remedies of the COMMISSION provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

XX. CONDUCT OF WORK

Unless otherwise provided herein, the AUDITOR with due diligence shall furnish all necessary qualified personnel, material and equipment, managing and directing same to complete the work described herein and in the Proposal and Request for Proposal attached hereto. In determining whether or not the AUDITOR has performed with due diligence hereunder, it is agreed and understood that the Contracting Officer may measure the amount and quality of the AUDITOR's effort against the representations made by the AUDITOR in its Proposal in response to the Request for Proposal. The parties hereto agree to cooperate fully together and in good faith and to assist each other to the extent reasonable and practicable, in order to accomplish their mutual objectives hereunder.

XXI. PRICE REDUCTION FOR DEFECTIVE COST OF PRICING DATA

1. If the Contracting Officer determines that any price, including profit or fee, negotiated in connection with this agreement was increased by any significant sums because the AUDITOR or any subcontractor furnished incomplete or inaccurate cost or pricing data or data not current as certified in the AUDITOR's Cost Proposal attached as Exhibit III, then such price shall be reduced accordingly or the agreement shall be modified in writing to reflect such adjustment.
2. The AUDITOR agrees to insert the substance of this paragraph in each of its subcontracts hereunder.

XXII. AUDITOR'S LIABILITY

The AUDITOR shall perform its services under this agreement as an independent contractor, shall provide workmen's compensation insurance where the same is required, and shall accept full responsibility for the payment of premiums for workmen's compensation and social security, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services specified by this agreement, and taxes of whatever nature imposed upon the AUDITOR's property or income.

XXIII. RELATED WRITTEN COMMITMENTS, WARRANTIES AND REPRESENTATIONS

This contract supersedes all prior contracts and understandings between the parties and may not be modified or terminated orally. No modification, termination, or attempted waiver shall be valid, unless in writing signed by both parties. The waiver by the COMMISSION of any provision of this contract by the AUDITOR shall not operate or be construed as a waiver of any subsequent breach by the AUDITOR.

XXIV. LEGAL NOTICES AND OTHER COMMUNICATIONS

The parties agree that all legal notices pursuant to this agreement shall be sufficient if in writing and mailed certified mail, return receipt requested, and all other communications shall be sufficient, if in writing and mailed, prepaid first class, to the following addresses of the respective parties or such other addresses as may be designated from time to time by the parties in writing:

1. As to the COMMISSION:

Marc S. Tenan
Executive Director
Appalachian States Low-Level
Radioactive Waste Commission
207 State Street
Harrisburg, PA 17101

2. As to the AUDITOR:

XXV. COMMONWEALTH LAW AND AMENDMENT

This agreement shall be governed by the laws of the Commonwealth of Pennsylvania and, for all purposes, shall be construed in accordance with said laws and the decisions of the courts of the Commonwealth of Pennsylvania thereon, and shall be binding upon the successors and assigns of the parties hereto. No amendment or modification changing the scope or terms of this agreement shall have any force or effect, unless it is in writing and signed by both parties.

XVI. ENTIRETY

This agreement constitutes the entire agreement between the parties and supersedes any other agreement, either written or oral, express or implied, that the parties may have made prior to execution of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed the day and year first above written, intending to be legally bound hereby.

ATTEST:

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

25-1628721
Federal Tax ID Number

BY: Arthur A. Davis DATE
TITLE: Chairman

BY: Marc S. Tenan DATE
TITLE: Executive Director

ATTEST:

GREENAWALT & COMPANY, P.C.

Federal Tax ID Number

BY: DATE
TITLE:

BY: DATE
TITLE:

EXHIBIT I

REQUEST FOR PROPOSALS
FOR
PROFESSIONAL AUDITING SERVICES

EXHIBIT II

AUDITOR'S TECHNICAL PROPOSAL

Professional Auditing Services Proposal

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

Submitted by: Greenawalt & Company. P.C.
8 West Main Street
Mechanicsburg, PA 17055
(717) 766-4763

Contact person: James E. Lyons, CPA, Vice-President

Submitted: May 14, 1991

MASTER COPY

RECEIVED

MAY 14 1991 *4:30 pm*

APPALACHIAN STATES
LLRW COMMISSION

AUDIT PROPOSAL

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

YEARS ENDED JUNE 30, 1990, 1991, 1992, 1993, 1994 and 1995

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GREENAWALT & COMPANY, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

P.O. Box 6 8 WEST MAIN STREET

MECHANICSBURG, PENNSYLVANIA 17055

(717) 766-4763

FAX (717) 766-2731

C. EDWARD ROGERS, JR.
JAMES E. LYONS
HOWARD R. GREENAWALT
CREEDON R. HOFFMAN
MICHAEL J. RATKE
JOHN H. KLINGLER, JR.

R. A. GREENAWALT (1956-1983)
A. A. REIDINGER (RETIRED)

OFFICES
62 WEST POMFRET STREET
CARLISLE, PA 17013
(717) 243-4822

279 WEST MAIN STREET
P.O. BOX 126
MIDDLETOWN, PA 17057
(717) 944-3612

TRANSMITTAL LETTER

Appalachian States Low-Level
Radioactive Waste Commission
207 State Street
Harrisburg, Pennsylvania 17101

We are pleased to submit the enclosed proposal to serve as the independent auditors of Appalachian States Low-Level Radioactive Waste Commission for the years ended June 30, 1990, 1991, 1992, 1993, 1994 and 1995.

We have studied your request for proposal, and hereby state that we understand the nature of the services to be performed, and that we are committed to performing the work within your designated time periods. We specifically note that the audits are to be performed in accordance with generally accepted auditing standards and the standards for financial audits set forth in the General Accounting Office's government auditing standards. Due to our extensive auditing experience in various types of political subdivisions we are well qualified to perform the engagement. In accordance with your request for proposal we state that this proposal is a firm and irrevocable offer for 90 days; however, we refer to your time requirements which would require earlier acceptance to commence the audit.

Our officer authorized to make representations is James E. Lyons, CPA, Vice-President of Greenawalt & Company, P.C., who has visited your office in preparation for submitting this proposal. He can be contacted as follows:

James E. Lyons, CPA
Greenawalt & Company, P.C.
8 West Main Street
Mechanicsburg, PA 17055
(717) 766-4763

If you have any questions or need additional information, please do not hesitate to contact us at your convenience.

Very truly yours,


James E. Lyons
GREENAWALT & COMPANY, P.C.

TECHNICAL PROPOSAL

INDEPENDENCE

Greenawalt & Company, P.C. is independent of Appalachian States Low-Level Radioactive Waste Commission. Our firm has no existing relationship with Appalachian States Low-Level Radioactive Waste Commission. In addition, our firm would immediately give the Commission written notice of any professional relationship entered into during the period of this agreement that could impair our independence.

NONDISCRIMINATION CLAUSE

Greenawalt & Company, P.C. hereby states our intent to abide by the Commission's nondiscrimination policy.

STANDARD CONTRACT

Greenawalt & Company, P.C., hereby states that it will agree to a contract that substantially conforms to the contract in Appendix D of your request for proposal.

LICENSE TO PRACTICE IN PENNSYLVANIA

Greenawalt & Company, P.C. and all assigned key professional staff are properly licensed to practice in Pennsylvania.

FIRM QUALIFICATIONS AND EXPERIENCE

Greenawalt & Company, P.C. is a professional corporation organized under the laws of the Commonwealth of Pennsylvania. The Company is a member of the American Institute of Certified Public Accountants (AICPA), the Pennsylvania Institute of Certified Public Accountants (PICPA), and other various professional organizations. We presently employ nine CPA's, four professional staff members, one paraprofessional staff member, six clerical and secretarial staff, and one part-time clerical employee. We are a local firm with offices located in Mechanicsburg, Carlisle and Middletown, PA.

All officers and professional staff have met the continuing professional education requirements for governmental auditing. Our Mechanicsburg office will be responsible for this engagement.

Our present organizational structure is as follows:

OFFICERS

C. Edward Rogers, Jr., CPA
James E. Lyons, CPA
Howard R. Greenawalt, CPA
Creedon R. Hoffman, CPA
Michael J. Ratke, CPA
John H. Klingler, CPA

PROFESSIONAL STAFF

Douglas McNeillie, CPA
Ronald Morgan, CPA
Edward Dailey, CPA
Martin Coover
Patricia Burns
Cindy Carothers
Susan Soder

PARAPROFESSIONALS (1)

CLERICAL AND SECRETARIAL (6)

PART TIME STAFF (1)

Our firm has previously undergone a peer review sponsored by the AICPA and has recently completed a quality control review in 1990. As part of this program, we require each professional and paraprofessional staff member to complete at least 40 hours of continuing professional education annually. In addition, our internal procedures are governed by a "Quality Control Document" which was tested as part of the quality control review. We are pleased to report that we received unqualified opinions on these review reports. As part of the 1990 quality control review, one governmental audit engagement was reviewed. A copy of the 1990 report accompanies this proposal.

Our staffing of this engagement would be as follows:

In your office: 1 manager and 1 professional staff

Additional support in our office: 1 officer and 1 clerical

Our single audit reports on local school district clients (currently eight, all of which are subject to single audit) receive annual desk reviews by appropriate governmental agencies. We participated in a voluntary field review by the Pennsylvania Department of Education. The field review was to aid the Department in its implementation of the Single Audit Act, by reviewing the workpapers of a local CPA firm. Our firm has never been involved in any regulatory or professional disciplinary actions.

An officer of our firm has served on the PICPA's "Committee on Local Governmental Auditing and Accounting" and has assisted the Department of Education in its implementing of the Single Audit Manual. Two officers of our firm have spoken at seminars concerning School District accounting and auditing.

Our current client list includes over 50 governmental and/or nonprofit clients (school districts, boroughs, townships, operating authorities, financing authorities, libraries, councils, federations, associations, etc.).

Because of our substantial experience with local government accounting and auditing, we know that we can provide you with the quality service that you deserve and require, while at the same time giving prompt personal attention to your needs.

OFFICER, MANAGER AND STAFF QUALIFICATIONS AND EXPERIENCE

James E. Lyons will be the officer in charge of this engagement. He is 41 years old, and has been with the firm since his graduation from Pennsylvania State University in 1972. Jim is a CPA with membership in the AICPA and PICPA. His emphasis is in the audit areas of financial institutions (he is a Chartered Bank Auditor, and is a member of the Committee on Financial Institutions, South Central Chapter PICPA) and school districts. He also is in charge of various audits of nonprofit organizations and trade associations.

Ronald S. Morgan will be the manager on this engagement. He is 29 years old and has been with the firm since 1981. He is a graduate of Pennsylvania State University and is a CPA. Ron has been continuously involved in the computerization of the firm. His emphasis is in the audit areas of financial institutions and local governments (boroughs, and townships). He has served as manager on numerous audit engagements for several years.

Susan E. Soder will be the staff accountant assigned to this engagement. She has been employed with the firm since June 1990. She is a graduate of Pennsylvania State University. Sue has worked on a variety of audit assignments for the past year, involved primarily in the areas of detailed audit tests.

On this engagement, we would anticipate that no more than one person per year would be removed from this engagement. This type of personnel continuity has enabled our firm to develop good long-term efficient working relationships with our clients.

As previously mentioned under firm qualifications and experience, all engagement personnel complete at least 40 hours of continuing professional education each year, and also attain the required education for governmental auditing.

PRIOR ENGAGEMENTS WITH THE COMMISSION

Our firm has had no previous engagements with Appalachian States Low-Level Radiation Waste Commission.

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

It is difficult to list the most significant engagements that are similar to this request for proposal. Since the request for proposal refers to staff hours, we are furnishing three local school districts, all of which require single audit.

Single audit, June 30, 1990, engagement officer - James E. Lyons, 397 total hours, Big Spring School District, Dr. M. Kenneth Houser - Assistant Superintendent for Business, telephone (717) 776-3151

Single audit, June 30, 1990, engagement officer - James E. Lyons, 296 total hours, Susquenita School District, Homer Knox - Business Manager, telephone (717) 957-2303

Single audit, June 30, 1990, engagement officer - James E. Lyons, 230 total hours, Littlestown Area School District, Darlene Ketterman - Business Manager, telephone (717) 359-4149

For two other nonprofit audits, which we feel are more similar to this request for proposal, we furnish the following:

Annual audit (and monthly data processing), June 30, 1990, engagement officer - James E. Lyons, 90 total audit hours, Association for Retarded Citizens, Pennsylvania, Wilvon "Bill" West - Executive Director, telephone (717) 234-2621

Annual audit (and monthly data processing), September 30, 1990, engagement officer - James E. Lyons, 43 total audit hours, United Cerebral Palsy of Pennsylvania, Ellen Liversidge - Executive Director, telephone (717) 232-9576

SPECIFIC AUDIT APPROACH

Segmentation and estimated hours -

<u>Segment</u>	<u>June 30, 1990 and 1991 estimated hours</u>			
	<u>Officer</u>	<u>Manager</u>	<u>Staff</u>	<u>Clerical</u>
Planning and documentation	1	8		2
Cash receipts		3		
Cash disbursements		5	6	
Cash and investments		3	4	
Receivables		1		
Property and equipment		2	2	
Other assets		1		
Liabilities		2		
Fund balance appropriations	1	2		
Compliance testing	1	4	6	
Financial statements (and notes)	1	6		2
Report on internal control structure		3		1
Report on compliance	1	4		1
	<u>5</u>	<u>44</u>	<u>18</u>	<u>6</u>

Sample sizes - We anticipate 2 samples dealing with cash disbursements. A random sample of all disbursements with an estimated sample size of 35. All nonpayroll disbursements over a specific dollar amount would be examined.

EDP software - The engagement is not large enough for the use of EDP software.

Type and extent of analytical procedures - In the first year, the primary analytical procedure would be budget comparisons. In subsequent years, prior year comparisons would also be appropriate.

Internal control structure - We would obtain and/or develop written system narratives for each audit area. This would be obtained from Commission policies, inquiry, observation, testing and evaluation.

Applicable laws and regulations - We would analyze and discuss P.L. 100-319 and P.L. 99-240. We would also have access to all Commission regulations (such as the travel regulations furnished with the request for proposal). If necessary, we would consult with appropriate personnel from the Commonwealth of Pennsylvania, or other regional commissions.

Compliance test - We anticipate performing compliance tests on the random sample of all disbursements. Other areas would be tested, as determined during the audit.

IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

While we currently do not anticipate any major problems, we have been informed of the bonding company's requirement on future cash reconciliations. The area of revenue recognition, particularly the collectibility of the West Virginia receivable, may require specific written representations from the Commission and/or West Virginia. Additional financial statement disclosure may also be necessary on this item.

REPORT FORMAT

The balance sheet and statement of revenue and expenditures would be very similar to your current format, except they would show the two years side by side. Significant disclosures would include the following:

- Legislative authority and purpose of the Commission
- Funding sources provided by legislation
- Policy on revenue recognition
- Policy on fixed assets and depreciation
- Major financial commitments (including leases)
- Retirement plan - SEP policy

The reports on internal control structure and compliance would be issued separately.

PROPOSER GUARANTEES - Appendix A

PROPOSER WARRANTIES - Appendix B

APPENDIX A

PROPOSER GUARANTEES

The proposer certifies it can and will provide and make available, at a minimum, all services set forth in Section II, Nature of Services Required.

The proposer agrees to be bound by the contractual requirements delineated in Appendix D.

Signature of Official: *James E. Lyons*

Name (typed): James E. Lyons

Title: Vice-President

Firm: Greenawalt & Company, P.C.

Date: May 14, 1991

APPENDIX B

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with Commonwealth of Pennsylvania laws with respect to foreign (non-state of Pennsylvania) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees, or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Appalachian States Low-Level Radioactive Waste Commission.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: James E. Lyons

Name (typed): James E. Lyons

Title: Vice-President

Firm: Greenawalt & Company, P.C.

Date: May 14, 1991



NATIONAL CONFERENCE OF CPA PRACTITIONERS

330 West 58 Street Suite 4C / New York, N.Y. 10019 / (212) 765-5255

September 19, 1990

To the Shareholders
Greenawalt & Company P.C.

We have reviewed the system of quality control for the accounting and auditing practice of Greenawalt & Company P.C. (the firm) in effect for the year ended March 31, 1990. Our review was conducted in conformity with standards for on-site quality reviews established by the American Institute of Certified Public Accountants. We tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests included a review of selected accounting and auditing engagements.

In performing our review, we have given consideration to the quality control standards issued by the AICPA. Those standards indicate that a firm's system of quality control should be appropriately comprehensive and suitably designed in relation to the firm's size, organizational structure, operating policies, and the nature of its practice. They state that variance in individual performance can affect the degree of compliance with a firm's quality control system and, therefore, recognize that there may not be adherence to all policies and procedures in every case.

In our opinion, the system of quality control for the accounting and auditing practice of Greenawalt & Company P. C. in effect for the year ended March 31, 1990, met the objectives of quality control standards established by the AICPA and was being complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards in the conduct of that practice.

A handwritten signature in dark ink, appearing to read "G. Robert Lamb".

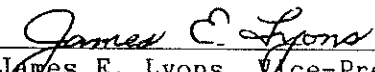
G. Robert Lamb, CPA
Team Captain
Review Number 12214

EXHIBIT III

AUDITOR'S COST PROPOSAL

GREENAWALT & COMPANY, P.C.

Our officer, James E. Lyons, is entitled to represent Greenawalt & Company, P.C. in submitting the bid and is authorized to sign a contract with Appalachian States Low-Level Radioactive Waste Commission.


James E. Lyons, Vice-President
GREENAWALT & COMPANY, P.C.


Creedon R. Hoffman, Treasurer
GREENAWALT & COMPANY, P.C.

Total all-inclusive maximum price for each year of the engagement

Years ended June 30, 1990 and 1991	\$ 2914
Year ended June 30, 1992	2757
Year ended June 30, 1993	2962
Year ended June 30, 1994	3148
Year ended June 30, 1995	3433
	<hr/>
	15,214

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE
AUDIT OF THE JUNE 30, 1990 AND 1991 FINANCIAL STATEMENTS

	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Officer	<u>5</u>	\$ <u>72</u>	\$ <u>72</u>	\$ <u>360</u>
Manager	<u>44</u>	<u>42</u>	<u>42</u>	<u>1848</u>
Staff	<u>18</u>	<u>26</u>	<u>26</u>	<u>468</u>
Clerical and secretarial	<u>6</u>	<u>23</u>	<u>23</u>	<u>138</u>
Subtotal				\$ <u>2814</u>
Out-of-Pocket Expenses: Parking				\$ <u>50</u>
Report reproduction				<u>50</u>
Total all-inclusive maximum price for June 30, 1990 and 1991				\$ <u>2914</u>

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE
AUDIT OF THE JUNE 30, 1992 FINANCIAL STATEMENTS

	<u>Hours</u>	Anticipated Standard Hourly <u>Rates</u>	Quoted Hourly <u>Rates</u>	<u>Total</u>
Officer	<u>3</u>	\$ <u>77</u>	\$ <u>77</u>	\$ <u>231</u>
Manager	<u>38</u>	<u>45</u>	<u>45</u>	<u>1710</u>
Staff	<u>22</u>	<u>28</u>	<u>28</u>	<u>616</u>
Clerical and secretarial	<u>4</u>	<u>25</u>	<u>25</u>	<u>100</u>
Subtotal				\$ <u>2657</u>
Out-of-Pocket Expenses: Parking				\$ <u>50</u>
Report reproduction				<u>50</u>
Total all-inclusive maximum price for June 30, 1992				\$ <u>2757</u>

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE
AUDIT OF THE JUNE 30, 1993 FINANCIAL STATEMENTS

	<u>Hours</u>	<u>Anticipated Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Officer	<u>3</u>	\$ <u>82</u>	\$ <u>82</u>	\$ <u>246</u>
Manager	<u>.36</u>	<u>48</u>	<u>48</u>	<u>1728</u>
Staff	<u>26</u>	<u>30</u>	<u>30</u>	<u>780</u>
Clerical and secretarial	<u>4</u>	<u>27</u>	<u>27</u>	<u>108</u>
Subtotal				\$ <u>2862</u>
Out-of-Pocket Expenses: Parking				\$ <u>50</u>
		Report reproduction		<u>50</u>
Total all-inclusive maximum price for June 30, 1993				\$ <u>2962</u>

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE
AUDIT OF THE JUNE 30, 1994 FINANCIAL STATEMENTS

	<u>Hours</u>	<u>Anticipated Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Officer	<u>3</u>	\$ <u>88</u>	\$ <u>88</u>	\$ <u>264</u>
Manager	<u>36</u>	<u>51</u>	<u>51</u>	<u>1836</u>
Staff	<u>26</u>	<u>32</u>	<u>32</u>	<u>832</u>
Clerical and secretarial	<u>4</u>	<u>29</u>	<u>29</u>	<u>116</u>
Subtotal				\$ <u>3048</u>
Out-of-Pocket Expenses: Parking				\$ <u>50</u>
			Report reproduction	<u>50</u>
Total all-inclusive maximum price for June 30, 1994				\$ <u>3148</u>

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE
AUDIT OF THE JUNE 30, 1995 FINANCIAL STATEMENTS

	<u>Hours</u>	Anticipated Standard Hourly <u>Rates</u>	Quoted Hourly <u>Rates</u>	<u>Total</u>
Officer	<u>3</u>	\$ <u>95</u>	\$ <u>95</u>	\$ <u>285</u>
Manager	<u>34</u>	<u>55</u>	<u>55</u>	<u>1870</u>
Staff	<u>30</u>	<u>35</u>	<u>35</u>	<u>1050</u>
Clerical and secretarial	<u>4</u>	<u>32</u>	<u>32</u>	<u>128</u>
Subtotal				\$ <u>3333</u>
Out-of-Pocket Expenses: Parking				\$ <u>50</u>
Report reproduction				<u>50</u>
Total all-inclusive maximum price for June 30, 1995				\$ <u>3433</u>

EXHIBIT IV

NONDISCRIMINATION CLAUSE

During the term of this contract, the AUDITOR agrees as follows:

1. The AUDITOR shall not discriminate against any employee applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. The AUDITOR shall take affirmative action to insure that applicants are employed and that employees or agents are treated during employment without regard to their race, color, religious creed, handicap, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The AUDITOR shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
2. The AUDITOR shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age or sex.
3. The AUDITOR shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by the AUDITOR.
4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that the AUDITOR had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the AUDITOR was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons so that the AUDITOR will be unable to meet its obligations under this nondiscrimination clause, the AUDITOR shall then employ and fill vacancies through other nondiscriminatory employment procedures.
6. The AUDITOR shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of the AUDITOR's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and the AUDITOR

may be declared temporarily ineligible for further COMMISSION contracts, and other sanctions may be imposed and remedies invoked.

7. The AUDITOR shall, if requested by the COMMISSION, furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If the AUDITOR does not possess documents or records reflecting the necessary information requested it shall furnish such information on reporting forms supplied by the contracting agency.
8. The AUDITOR shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.
9. The AUDITOR shall include the provisions of this nondiscrimination clause in every subcontract, so that such provision will be binding upon each Subcontractor.
10. The AUDITOR's obligations under this clause are limited to the AUDITOR's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

RESOLUTION 1991-12

A RESOLUTION to establish a policy for the Appalachian States Low-Level Radioactive Waste Commission to provide public comment.

WHEREAS, from time to time governmental bodies will request public comment on guidelines, policies, regulations, legislation and the like related to the disposal of low-level radioactive waste; and

WHEREAS, these guidelines, policies, regulations, legislation and the like may have a direct impact on the powers and duties of the Appalachian States Low-Level Radioactive Waste Commission and/or affect the establishment of a low-level radioactive waste disposal facility for the Compact region; and

WHEREAS, the Commission believes it is in its best interest to comment on proposed guidelines, policies, regulations, legislation and the like that may affect the Commission and its powers and duties; now, therefore,

BE IT RESOLVED by the Appalachian States Low-Level Radioactive Waste Commission that:

1. The Executive Director shall prepare a draft response to a request for public comment at his discretion or at the request of a member of the Commission after consultation with and the approval of the Chairman and Vice-Chairman.
2. In preparing the response, the Executive Director shall consult a working group consisting of one person appointed by each party state. Each person appointed to the working group should be very familiar with state and federal laws and regulations concerning low-level radioactive waste disposal.
3. Each party state shall appoint one person to serve on the working group to assist the Executive Director in preparing comments. Each party state shall make such appointment and notify the Executive Director within 30 days of the adoption of this Resolution.
3. The draft response prepared by the Executive Director shall be sent to each member of the Commission. Each member shall have at least seven working days to object to the draft response.
4. If one or more members objects to the draft response prepared by the Executive Director, the Executive Director shall poll each of the members through notational voting. If no member objects to the draft response, the Executive Director shall forward the comments to the appropriate governmental body which requested the comments.

5. Unless approved by a vote of the Commission, the Executive Director shall make it clear in writing to the entity that is receiving the comments that the comments being submitted are informal and do not necessarily reflect the official policy of the Commission. The following language shall be included in the response:

These comments are being submitted informally in response to your request for comments and do not necessarily reflect the official position of the Commission. Because of time constraints, the Commission has not officially adopted these comments as official policy of the Commission. Rather, these comments reflect the concerns of the staff of the Commission and the Commission's party states.



Arthur A. Davis, Chairman



Marc S. Tenan, Secretary/Executive Director

ADOPTED: June 12, 1991

ORIGINAL

RESOLUTION 1990-1

A RESOLUTION to adopt the minutes of the April 30, 1990 meeting of the Appalachian States Low-Level Radioactive Waste Commission.

BE IT RESOLVED by the Appalachian States Low-Level Radioactive Waste Commission that the attached minutes of the April 30, 1990 meeting of the Commission are adopted.

Arthur A. Davis
Arthur A. Davis, Chairman

Marc S. Tenan 9/27/90
Marc S. Tenan, Executive Director

ADOPTED: September 24, 1990

ORIGINAL

MINUTES

**APPALACHIAN STATES LOW-LEVEL RADIOACTIVE WASTE
COMPACT COMMISSION MEETING**

APRIL 30, 1990

COMMISSIONERS OR ALTERNATES PRESENT

Harry W. Otto, Ph.D., Manager Technical Services Section, Division of Water Resources,
Department of Natural Resources and Environmental Control (Delaware)
Honorable Martin W. Walsh, Jr., Secretary, Department of the Environment (Maryland)
Ronald Nelson, Director, Hazardous and Solid Waste Management Administration,
Department of the Environment (Maryland)
Robert Schoepflein, Department of Economic and Employment Development (Maryland)
Earl F. Gohl, Deputy Secretary for Programs, Department of Community Affairs
(Pennsylvania)
Andrew T. Greenberg, Associate Director, Partnership Board, Department of Commerce
(Pennsylvania)
Honorable Arthur A. Davis, Secretary, Department of Environmental Resources
(Pennsylvania)
Mr. Joseph P. Schock, Director, Office of Environmental Health Services, WV Department
of Health and Human Resources (West Virginia)

DER STAFF

Thomas Gerusky, Director, Bureau of Radiation Protection (BRP), DER
William Dornsife, Chief, Division of Nuclear Safety, BRP, DER
Joyce Epps, Legal Counsel, DER
Don Bowie, BRP, DER
Ronald Lutz, Fiscal Management, DER
Nancy Miller, BRP, DER
Anita Thompson, BRP, DER
Larry Saraka, Roy F. Weston, Inc.
Martha Grib, Roy F. Weston, Inc.

GUESTS

Marc S. Tenan, Governor's Budget Office
James Wayne McIntire, Duquesne Light Co.
Kenn Marshall, Patriot-News
Anne McGraw, Associated Press
Wendi Taylor, Scranton Free Times
John Vincenti, ACURI Association
Eric Epstein, TMI-Alert
Pam Cummings, Citizen
Richard A. Flati, Pennsylvania Electric Association
Christian M. Martin, JPL Video Productions

David F. Ryan, Penn State
Roger A. Stigers, Pennsylvania Power & Light Company
Janet P. Hoffman, GPU Nuclear
Christine Key, Baltimore Gas & Electric
Raymond Pepe, Dilworth, Paxson, Kalish & Kauffman, representing Chem-Nuclear Systems,
Inc.

MINUTES

APPALACHIAN STATES LOW-LEVEL RADIOACTIVE WASTE COMPACT COMMISSION MEETING

APRIL 30, 1990

1.0 CALL TO ORDER

Arthur A. Davis, Secretary of the Pennsylvania Department of Environmental Resources, called the meeting to order at 10:00 a.m. under the provisions of Pennsylvania's Appalachian States Low-Level Radioactive Waste Compact Act, which authorizes such action as necessary to bring about the operation of the Commission.

The agenda for this meeting included: (1) discussion of the role and authority of the Compact Commission, and election of a Chairperson and Vice Chairperson; (2) an update on low-level radioactive waste disposal in Pennsylvania; (3) an executive session to discuss a candidate for the Executive Director position and review the employment contract; and (4) future activities of the Commission.

2.0 ROLE AND AUTHORITY OF THE COMPACT COMMISSION AND ELECTION OF A CHAIRPERSON AND VICE CHAIRPERSON

2.1 Role and Authority

Thomas M. Gerusky, Director, Bureau of Radiation Protection, Pennsylvania Department of Environmental Resources, summarized the Appalachian States Low-Level Radioactive Waste Compact Act (Compact Act) and the role of the Compact Commission. Under the Compact Act, Pennsylvania will serve as the initial host state. Any other party state generating 25% or more of Pennsylvania's volume or total curie content of low-level radioactive waste generated based on a comparison of averages over 3 successive years shall be designated as a host state also. Pennsylvania is represented by four Commission members, and West Virginia, Delaware, and Maryland are each represented by two Commission members.

The Compact Commission is required to provide its own organization and procedures and adopt bylaws consistent with the Compact Act. The Commission shall maintain its own staff, and hire an Executive Director and its own legal counsel. Liabilities of the Commission shall not be deemed liabilities of the party states, and members of the Commission shall not be personally liable for actions taken in their official capacities.

Under the Compact Act, the Commission must meet at least once a year in the county selected to host the regional disposal facility. All Commission meetings will be open to the public and conform to the Administrative Procedure Act. Detailed meeting minutes must be kept and made available for public inspection.

Mr. Gerusky went on to summarize the powers and duties of the Commission. Some of these duties include conducting research for reduction of volume and curie content of low-level radioactive wastes generated in the region, ensuring that low-level radioactive wastes are safely disposed of within the region, and ensuring that low-level radioactive waste packages brought into the regional facility conform to applicable regulations. Also, the Commission shall: prepare contingency plans in the event the regional facility should close or be unavailable; examine the regional facility operator's records on costs and profits; keep annual and current inventories for all generators; and publish an annual report. With the unanimous approval of the Commission members of the host state(s), the Compact may enter into temporary agreements with nonparty states or other regional boards for the emergency disposal of low-level radioactive waste at the regional facility.

Mr. Gerusky outlined the budget provisions for Commission operation after summarizing its powers and duties. The Commission is required to adopt a current expense budget for its fiscal year, which shall include the estimated expenses for administration. Budget costs are allocated to each state within the Compact. The host state will be allocated costs equal to twice the costs of the other party states, not to exceed \$200,000, and each party state will be allocated a cost of one half the cost of the host state, not to exceed \$100,000.

For continued funding of its activities, the Commission is required to submit an annual budget request to each party state. The request shall be based upon the percentage of the region's waste generated in each state in the region.

2.2 Election of Chairperson/Vice Chairperson

Mr. Davis called for nominations for the position of Chairperson of the Commission. Secretary Davis was nominated by Mr. Greenberg and Mr. Schock. No other nominations were submitted, and Mr. Davis was elected unanimously.

Chairperson Davis called for nominations for the Vice Chairperson position. Mr. Walsh was nominated by Mr. Greenberg and Mr. Schock. No other nominations were submitted, and Mr. Walsh was elected unanimously.

3.0 PENNSYLVANIA LOW-LEVEL RADIOACTIVE WASTE DISPOSAL UPDATE

3.1 Presentation

William Dornsife, Chief, Division of Nuclear Safety, Bureau of Radiation Protection, Pennsylvania Department of Environmental Resources, presented the update on low-level radioactive waste disposal in Pennsylvania. Mr. Dornsife expanded his presentation to include a summary of the Low-Level Radioactive Waste Policy Amendments Act and an update on other states' low-level radioactive waste programs. Details from Mr. Dornsife's summary on the Low-Level Radioactive Waste Policy Amendments Act were included in the meeting information package. The handouts, "Highlights of Related Statutes and Summary of LLW Program Achievements" and "Low-Level Radioactive Waste Policy Act -- Milestones and Penalties," are attached as Enclosures 1 and 2, respectively.

Mr. Dornsife went on to explain that some states decided to participate in the compact process in order to comply with the Act requirements, while others chose an independent process to comply with the Act requirements. A breakdown of the states' affiliations is illustrated in a map that was compiled by the Nuclear Regulatory Commission. The map was included in the meeting information package and is included as Enclosure 3. A brief overview of the status of the compacts and states follows:

- Northwest Compact -- Washington has one of the three currently operating commercial LLW disposal sites. It is the host state for the compact and will

continue to accept Northwest Compact waste at its disposal facility beyond 1993. U.S. Ecology is the operator of this facility.

- Southwest Compact -- California is the host state for this compact. U.S. Ecology submitted an application for a license to construct and operate the disposal facility. California is furthest along in establishing new disposal capacity.
- Rocky Mountain Compact -- Nevada is the current host state for this compact; it has another of the three operating LLW disposal sites. This site, operated by U.S. Ecology, will close in 1992, and Colorado will assume host state responsibilities. In addition, the Rocky Mountain Compact and the Northwest Compact are conducting negotiations for the purpose of creating an agreement whereby the Northwest Compact would accept Rocky Mountain Compact Waste for disposal.
- Central Compact -- Nebraska is the host state. U.S. Ecology, the proposed site operator, has selected a preferred site near Butte, Nebraska. The compact is projecting to have a low-level radioactive waste disposal facility operational in 1993.
- Texas -- Texas is a "go-it-alone" state. Its Low-Level Radioactive Waste Authority selected a site in the western part of the state. All activities have been delayed by a lawsuit filed by the City of El Paso.
- Midwest Compact -- Michigan is the host state to the compact. Its Low-Level Radioactive Waste Authority selected three potential sites within the state. The state filed a lawsuit challenging the constitutionality of the Low-Level Radioactive Waste Policy Amendments Act.
- Central Midwest Compact -- Illinois is the host state for this two-state compact. Currently, it is in the process of characterizing two sites. Chem-Nuclear Systems, Inc. is the proposed disposal facility operator. Recently, the

Director of the Illinois Division of Nuclear Safety and several key staff have resigned.

- Southeast Compact -- South Carolina is the current host state. It has the third of the three operating disposal sites; however, Barnwell will close on December 31, 1992. North Carolina has been selected as the next host state for the compact. Chem-Nuclear Systems has been selected to operate North Carolina's LLW disposal site.
- Northeast Compact -- New Jersey and Connecticut are dual host states. Connecticut expects to have three sites selected by the end of the year; New Jersey has not begun siting.
- New York -- New York is a "go-it-alone" state. Five sites have been selected for characterization; however, the siting process has been delayed because of a lawsuit and protester opposition.
- Massachusetts, Vermont, New Hampshire, Maine, Rhode Island, the District of Columbia, and Puerto Rico are all "go-it-alone" states. Maine has begun siting activities and Massachusetts is drafting regulations for siting.
- Appalachian Compact -- Pennsylvania is the host state for this compact. Mr. Dornsife provided the Commission with a detailed overview of events that occurred within the compact. It included a discussion on waste generation and host state accomplishments. In addition, Mr. Dornsife identified Low-Level Radioactive Waste Disposal Act requirements that may affect the Compact Commission (see Enclosure 4) and low-level radioactive waste management activities requiring Compact Commission assistance (see Enclosure 5).

3.2 Questions and Comments

Chairperson Davis opened the floor for questions and comments following Mr. Dornsife's update presentation. Andrew Greenberg asked whether House Bill 1743 must be enacted before Chem-Nuclear begins work. Mr. Greenberg was told that the Bill must be enacted before work could begin.

Eric Epstein requested permission to distribute a fact sheet providing background on Chem-Nuclear's past operation. This fact sheet is attached as Enclosure 6. Mr. Dornsife asked legal counsel to comment on its compliance review of Chem-Nuclear and its related companies. Joyce Epps summarized the review of Chem-Nuclear's background and stressed that the compliance review will be an ongoing process and the Department Secretary can dismiss Chem-Nuclear from its role as disposal facility operator if it is in violation of compliance requirements.

John Vincenti, Executive Director of ACURI, volunteered his organization as a resource to the Commission.

Eric Epstein asked whether the Appalachian Compact's party states are capable of providing emergency response for transport accidents. Bill Dornsife replied that typically Pennsylvania emergency response personnel respond to transportation accidents and the site operator responds to on-site cleanups, and assumed that the other party states react similarly.

Chairperson Davis stated that fiscal matters needed to be agreed upon. He asked whether Maryland, West Virginia, and Delaware are in a position to provide their Federal rebate dollars to Pennsylvania or to the Commission. Maryland representatives replied that monies have been placed in escrow with the majority of the balance going to Pennsylvania and the remaining saved for a temporary storage facility. The Department of Energy is holding West Virginia and Delaware's monies in escrow. Chairperson Davis stated that a letter will be drafted and sent to the party state Governors requesting the monies. Legal counsel was asked for its opinion on how the monies should be used.

Funding to support the operations of the Commission was discussed. Chairperson Davis said that Pennsylvania was willing to provide one-half of Pennsylvania's share of the Commission's budget, \$100,000, to begin operations. Chairperson Davis asked the other states whether they also were willing to provide one-half of their share of the Commission's budget. Maryland and Delaware agreed to pay the Commission \$50,000 each to support the establishment of the Commission. West Virginia could not commit to its \$50,000 share of the budget until budget problems in the state were resolved. Tom Gerusky asked whether the states were prepared to transfer these funds to the Commission. Pennsylvania has the funds available, and Maryland and Delaware are prepared to transfer the funds to the Commission upon the establishment of a bank account.

Chairperson Davis announced that the Commission would break for lunch and then go into an executive session to discuss the selection of an Executive Director and the proposed contract with the Executive Director. He stated that the results of the executive session would be summarized for the meeting attendees when the meeting reconvened at 2:00 p.m.

4.0 EXECUTIVE SESSION

During the executive session, several amendments were proposed on the Executive Director's contract. It was proposed that: the Executive Director be subject to the Governor's code of conduct and adhere to the provisions of conflict of interest; the contract would terminate immediately due to the death of the Executive Director; a bonding provision, pertaining to authorization to sign checks, would be added; and limitations placed on the Commission would apply to the Executive Director. Joseph Schock made a motion to accept the amendments and Harry Otto seconded it. The motion passed unanimously. The Commission authorized the Chairperson to make the necessary changes in the contract and execute the same.

The credentials of Marc Tenan were submitted and he was recommended by Chairperson Davis, who interviewed the top three candidates for the Executive Director position. Harry Otto concurred with Chairperson Davis' recommendation. Harry Otto made a motion to extend an employment offer to Mr. Tenan and Joseph Schock seconded the motion. The motion passed unanimously.

Chairperson Davis reopened the public session at 2:00 p.m. He announced that the Commission will offer the Executive Director position to Marc Tenan; Mr. Tenan was introduced to the audience. Chairperson Davis also stated that the Commission reached consensus on the terms of the Executive Director contract.

5.0 FUTURE COMMISSION ACTIVITIES

The next Commission meeting will take place in the near term, approximately 3 months. The Commission will explore opportunities to streamline the program schedule for LLW disposal facility operation.

The meeting was adjourned at 2:30 p.m.

**HIGHLIGHTS OF RELATED STATUTES
AND SUMMARY OF LLW PROGRAM ACHIEVEMENTS**

A) Related Statutes

Low-Level Radioactive Waste Policy Act of 1980

- o Established federal policy that:
 - Each state is responsible for providing capacity for disposal of low-level radioactive wastes generated within its borders.
 - Low-level radioactive waste can be most safely and efficiently managed on a regional basis.
- o Enabled states to enter into compacts to provide for establishment of regional low-level radioactive waste disposal facilities.
- o Enabled any congressionally approved compact (after January 1, 1986) to restrict use of the regional disposal facility to states within the compact region.

Low-Level Radioactive Waste Policy Amendments Act of 1985

- o Reaffirmed the policy that each state (either individually or in cooperation with other states) is responsible for providing capacity for disposal of low-level radioactive wastes generated within its boarder.
- o Established milestone requirements for states to measure progress in establishing disposal capacity including:
 - By July 1, 1986, ratify compact legislation, enact state siting legislation, or obtain governor's certification to indicate the state's intent to create low-level radioactive waste disposal capacity.
 - By January 1, 1988, submit a siting plan and schedule for establishing a low-level radioactive waste disposal facility.

- By January 1, 1990, submit a complete facility license application to the appropriate regulator or submit a written statement by the governor certifying that by December 31, 1992, the state will provide for storage, disposal, or management of any low-level radioactive waste requiring disposal after that date.
 - By January 1, 1992, file a complete license application with the appropriate regulatory agency.
 - By January 1, 1993, begin operation of new disposal facilities. At this time operating disposal facilities may deny site access to out-of-compact generators.
 - By January 1, 1996, states without new disposal capacity must take title to low-level radioactive wastes generated within its borders.
- o Established incentives and penalties for achieving and missing milestones.
- Incentives include payment of monies from an escrow fund established through surcharges placed on low-level radioactive wastes shipped for disposal. Use of these monies is limited to establishing disposal facilities, mitigating the impact of a disposal facility on the host state, regulating disposal facilities, or ensuring decommissioning and care of the disposal facility during the institutional control period.
 - Penalties include increased surcharges on wastes shipped for disposal, forfeiture of monies paid into the escrow fund, and denial of access to operating disposal facilities.

Pennsylvania's Low-Level Radioactive Waste Disposal Act

- o Recognized federal law makes states responsible for providing disposal capacity for low-level radioactive wastes generated within their borders.
- o Provides authority for implementing Pennsylvania's duties and responsibilities as established in the Appalachian States Low-Level Radioactive Waste Compact Act. This authority rests with the Department of Environmental Resources.

- o Provides for establishment of a comprehensive, pervasive program to regulate low-level radioactive waste management and disposal activities including the activities of waste generators, carriers, brokers and the disposal facility operator.
- o Requires promulgation of regulations containing provisions for facility siting, design, licensing, construction and operation, waste classification, financial assurance, closure and long-term care. These regulations must be at least as stringent as applicable federal regulations.
- o Requires creation of a permitting program for generators, carriers and brokers to access the regional disposal facility. The program will specify: packaging, manifest, routing, emergency planning and financial assurance requirements; limits on types and quantities of waste allowed for disposal; and inspections of facilities, vehicles and equipment.
- o Creates several dedicated funds for: administration of the Low-Level Radioactive Waste Disposal Act; the long-term care and maintenance of the regional disposal facility; and payment of claims for personal injury and property damage arising from activities associated with the regional disposal facility. Monies for the funds will be raised from surcharges on waste shipped for disposal.
- o Rates charged for disposal of low-level radioactive waste at the disposal facility must be approved by the Department of Environmental Resources. In addition, the Department will assess surcharges on wastes received at the disposal facility. Rates and surcharges will be reviewed annually to assure they are adequate. Rate and surcharge review methodology will be established by regulation.
- o Establishes community benefits and guarantees including: provisions for local oversight through independent reviews and inspections; local representation on compact commission and state advisory committee; funding for emergency services; direct payment of monies to the host community; payment of school and property taxes; independent environmental monitoring programs; and periodic health surveys of nearby residents.

- o Provides the compact commission authority to; enter into reciprocal contingency agreements with other states or boards for emergency disposal of low-level radioactive waste; establish regulations to govern and define what constitutes an emergency requiring out-of-compact waste disposal at the regional disposal facility; to determine a contingency agreement should be implemented; and to approve extensions of reciprocal contingency agreements.

B) Host State LLW Program Accomplishments

The Commonwealth of Pennsylvania, through its Department of Environmental Resources (Department), has made significant achievements in establishing low-level radioactive waste disposal capacity for the Appalachian States Compact region. A list of the major accomplishments is provided as background information.

Regulations Development

- o Pennsylvania's Low-Level Radioactive Waste Management and Disposal regulations were published as final on October 28, 1989. The regulation contains requirements for disposal facility performance, siting, design, licensing, construction, operation, and closure. It also contains requirements for financial assurances, inspections, and a waste classification and manifest system.
- o Pennsylvania has launched its initiative to obtain Nuclear Regulatory Commission (NRC) authority to regulate low-level radioactive waste management and disposal activities. The procedure for acquiring this authority involves informal and formal discussions between a state and the NRC. Discussions focus on legislative authority, compatible regulations, and the proposed radiation control program. The Department has recently completed its draft radiation control program description and submitted it to the NRC for review and comment on March 14, 1990. The Low-Level Radioactive Waste Disposal Act and Low-Level Radioactive Waste Management and Disposal Regulations are included as appendices to the program description.
- o The Department has initiated a program to issue staff technical reports on activities that must be completed by the disposal facility operator. The first report, "Selection of Sites for Low-Level Radioactive Waste Disposal in the Commonwealth of Pennsylvania," will be published as final in May, 1990.

Operator Licensee Designate Selection

- o In July, 1989, Pennsylvania selected Chem-Nuclear Systems Incorporated as the preferred contractor to operate the regional disposal facility. The selection process included: a 90-day public review and comment period; and a detailed review of the proposers' qualifications, technical approach and compliance with environmental laws and regulations. Concurrent negotiations were conducted with two proposing companies in order to secure the best possible agreement for the Commonwealth.
- o A detailed contract was negotiated to bind the previous commitments of both Chem-Nuclear Systems and the Department. It is expected that contract execution will be completed by May, 1990.

Federal Milestone Compliance

- o To date, three federal milestones have passed and each of the Appalachian Compact States have complied with the milestone requirements. Compliance enables the Compact's generators to continue disposing their low-level radioactive waste at the three currently operating disposal facilities. In addition, monies that DOE held in an escrow account have been returned to the states for use in the disposal facility development program.
- o Pennsylvania met the 1986, 1988 and 1990 milestones by undertaking the following actions:
 - July, 1986 - Committed that Pennsylvania will serve as the host state for the Appalachian Compact's regional low-level radioactive waste disposal facility.
 - January 1, 1988 - submitted a detailed siting plan and schedule illustrating the procedure for establishing disposal capacity. It included reference documentation that demonstrates the Department has the authority to implement the plan.
 - January 1, 1990 - submitted a Governor's certification stating that Pennsylvania has the capability, and will provide for management of low-level radioactive wastes requiring disposal after December 31, 1992. Similar certifications also were submitted by Delaware, Maryland and West Virginia.

Permitting Generators, Carriers and Brokers

Although a generator, carrier and broker permitting program has not been implemented, there has been a significant amount of interaction with these entities.

- o Mixed Waste - The Department conducted interviews with a select number of low-level radioactive waste generators for the purpose of better estimating the volumes of mixed waste that are being generated within the Compact region. The interviews also served to make individuals aware of the mixed waste issue and to seek ways for minimizing generation of these wastes.
- o Low-Level Radioactive Waste - The Department surveyed all of the Compact's low-level radioactive waste generators during the summer of 1989. The information collected from the survey was incorporated in the Governor's certifications, as specified by the 1/1/90 milestone requirement (see Federal Milestone Compliance).
- o Quarterly Reporting - Pennsylvania recently initiated a program requiring Commonwealth generators, carriers, and brokers to submit waste generation information on a quarterly basis. The Department will use this information to keep current and annual inventories on the amounts of wastes that are generated.

Public Involvement

Public involvement is an integral part of Pennsylvania's Low-Level Waste Program. Since 1985, the Department's theme has been to educate and involve the public in the low-level waste process in Pennsylvania. Many different activities have been initiated including:

- o Public meetings and public hearings to obtain input on the Low-Level Radioactive Waste Disposal Act, the Low-Level Radioactive Waste Management and Disposal Regulations and selection of an operator-licensee designate.
- o Publication of quarterly newsletters, program overviews, fact sheets and project announcements.
- o Interacting with its Low-Level Waste Advisory Committee to obtain input on draft regulations, operator-licensee designate selection, and program policy.

- o Participation in state and national forums on managing low-level radioactive waste and presentations to local interest groups.
- o Conducting day-to-day correspondence with citizens on a wide variety of issues related to low-level radioactive waste.
- o The Department will oversee Chem-Nuclear Systems' public participation program to ensure continued public involvement in Pennsylvania's Low-Level Waste Program.

Low Level Radioactive Waste Policy Act - Milestones and Penalties

4/20/90

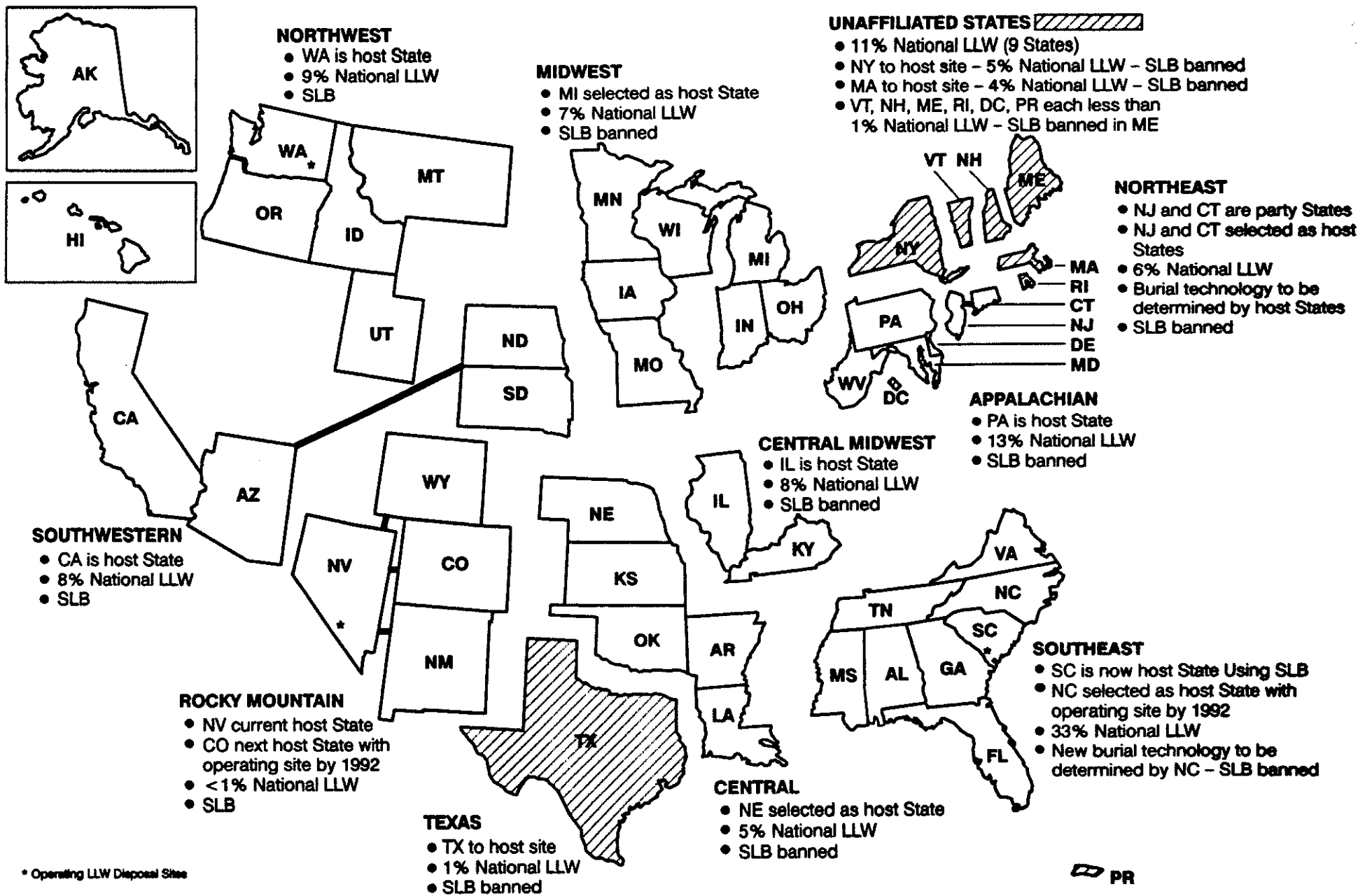
<u>Federal Milestone Dates</u>	<u>Federal Action Required</u>	<u>Critical Path Date</u>	<u>Critical Path Requirement</u>	<u>Federal Non-Compliance Penalties</u>
July 1, 1986	State must ratify a regional compact. The ratification of the Appalachian Compact satisfies this milestone for Pennsylvania.	12/85 2/88	Compact Legislation Enacted Host State Identified Implementing Legislation Enacted	<ol style="list-style-type: none"> 1. Lose all surcharge rebates (-\$300,000)** 2. Generators shall be charged two times the basic surcharge (\$20 per ft³) 3. If still not met by 1/1/87, access to existing sites may be denied
January 1, 1988	Compacts shall have identified a host state and shall develop a siting plan. Siting plan must be in such detail that our implementing legislation would have to be enacted to establish that final siting process.	12/87 10/89 10/89 10/89 07/89	Siting Plan Submitted Screening/Siting Regulations Enacted Design Criteria Regulations Enacted Licensing Regulations Enacted Site Operator Selected	<ol style="list-style-type: none"> 1. Lose all surcharge rebates from 7/1/86 to 12/31/87 (-\$880,000) 2. Generators shall be charged two times the base surcharge between 1/1/88 and 6/30/88 (\$40 per ft³) and four times the base between 7/1/88 and 12/31/88 (\$80 per ft³) 3. If still not met by 1/1/89, access to existing sites may be denied
January 1, 1990	A complete application for a license shall be filed with the appropriate licensing authority, or the Governor shall provide written certification that the state will provide for storage or disposal of all LLRW generated after 12/31/92.	12/89 *05/90 *02/91 *07/91	Certification Submitted Site Operator Contract Executed Agreement State Status Potentially Suitable Site Application to EQB	<ol style="list-style-type: none"> 1. Lose all surcharge rebates from 1/1/88 to 1/1/90 (-\$2.4 million) 2. Generator may be denied access to existing sites
January 1, 1992	For those states providing the written certification of intent to accept responsibility after 12/31/92, a license application must be filed.	*02/92	EQB Approval of Sites	<ol style="list-style-type: none"> 1. Generators shall be charged three times surcharge (\$120 per ft³) until application is filed 2. Access denied 1/1/93
January 1, 1993	States and/or Compacts assume responsibility for LLRW disposal. New sites must be operational since existing sites can implement import denial.	*10/93 *04/95 *04/95	License Application Filed Operator License Approved Begin Construction	<ol style="list-style-type: none"> 1. State shall take title to and be obligated to take possession of, and be liable for all LLRW generated in State; or 2. Lose all rebates from 1/1/90 to 12/31/92 (-\$3.5 million). These rebates must be repaid to generators with interest

Low Level Radioactive Waste Policy Act - Milestones and Penalties Continued

<u>Federal Milestone Dates</u>	<u>Federal Action Required</u>	<u>Critical Path Date Requirement</u>	<u>Federal Non-Compliance Penalties</u>
January 1, 1996	All States/Compacts must have their own LLRW disposal capability.	*04/96 Begin Operation	1. Each state shall take title to and be obligated to take possession of and assume all liability for all waste at the request of the generator.
		*Estimated Completion Dates	

LOW-LEVEL RADIOACTIVE WASTE COMPACT STATUS

JANUARY 1990



Note: National LLW volume for 1988 = 1.4 million cubic feet.
SLB = shallow land burial

Source: State, Local and Indian Tribe Programs
Office of Governmental and
Public Affairs, NRC



Disposal Act Requirements that Affect the Compact Region

- Limitations on Entering Temporary Agreements for Emergency Disposal of Low-Level Radioactive Waste**
 - Specifies Circumstances that Dictate that an Emergency Exists**
 - Requires Reciprocal Agreements**
 - Limits Extension of Agreements to Three Months Unless Continuation is Granted by General Assembly or Governor**
 - Requires Issuance of Limited Permit for Disposal Site Access**



Disposal Act Requirements that Affect the Compact Region (cont.)

- A Regulatory Permitting Program to Control Access to the Regional Disposal Facility**
 - Regulations with Requirements Specifying Generator Plans to Reduce Wastes Generated; Permit Application Form and Term of Permit; Waste Packaging; Recordkeeping and Manifests; Emergency Planning; Transportation Routes; and Financial Assurances**
 - Inspection of Generators', Carriers' and Brokers' Facilities, Vehicles and Equipment**
 - Enforcement Actions Including Permit Denial, Modification, Suspension and Revocation**



Regional Issues Requiring Compact Commission Assistance for Implementation

- Establish a Regional Waste Management Plan**
- Promoting Reduction in Volume and Curie Content of Low-Level Radioactive Wastes Generated**
- Coordinating and Implementing Governors' Certification Plans that Provide for Interim Management of Wastes Generated from 1/1/93 until Disposal Facility Operation**
- Create a Regional Database on Waste Generation Information through Promulgating Regulations that Require Generators to Submit Waste Information Quarterly**

FACTS ABOUT THE OWNERS AND OPERATORS OF PA'S LOW-LEVEL RADIOACTIVE WASTE SITE — CHEM NUCLEAR

- Chem-Nuclear Systems, Inc. is a wholly-owned subsidiary of Chemical Waste Management which is 81% owned by Waste Management Inc. In July of 1982, Chem-Nuclear was the object of an unfriendly take-over by Waste Management Inc. The bid for control of the company was accomplished despite a flurry of lawsuits regarding possible anti-trust violations and securities laws. Other charges stemmed from the offering of salary and compensation, by Waste Management Inc. to the Chairman of Chem-Nuclear Bruce Johnson, "vastly in excess of (his) present compensation," after takeover.
- Chem Nuclear has operated a low-level waste facility in Barnwell, South Carolina since 1969. This site has been plagued by several problems including "package degradation (cardboard and metal drums), trench cover subsidence, and water infiltration." In 1981 "radioactive tritium was detected at depths of 21 meters. Tritium has also been detected above background levels as far as 75 meters southwest of the buried waste. Another radionuclide, cobalt-60, was also found to have migrated below trenches."
- Chem Nuclear produces, markets and utilizes polyethylene high integrity containers for the disposal of classes B and C "low level" waste. The Nuclear Regulatory Commission determined (December, 1988) that these containers are not structurally stable. Apparently these "high integrity" containers "would buckle under a heavy earthen load. Further, the plastic would become brittle, a condition exacerbated by radiation. Consequently, without additional structural support, the plastic containers will fail. Thus, trench water would mix with the radioactive contents." Chem Nuclear continues to use these containers at the Barnwell site.
- Chem Nuclear's parent, Waste Management Inc. (WMI), has been convicted for "price fixing," bribery, charged with insider trading, accumulated environmental fines in excess of \$31 million through 1986, is subject to an antitrust investigation and corruption scandals, and has no environmental liability insurance for their toxic waste sites "at least 18 of which are leaking contaminants into local groundwater." In addition, WMI has been fined \$2,725,000 for price fixing in late 1987 and early 1988.
- During 1988, WMI consented to pay fines or penalties aggregating approximately \$300,000 in 16 environmental proceedings in which waste treatment, storage or disposal facilities were involved . . . WMI is involved in similar proceedings which may result in an additional \$400,000 in sanctions.
- The Environmental Protection Agency fined WMI \$4.5 million for improper operations at its SE Chicago incinerator. The fine included: \$2.25 million for allegedly letting PCB waste migrate into a adjacent low-income black community; \$525,000 for burning PCBs when scrubbers weren't working; and, \$250,000 for failing to stop to burn PCBs when stack monitors failed. The remainder of the fine (\$1.17 million) was for improper record keeping.

Compiled by: TMIA, 315 Peffer St., Harrisburg, PA 17102 • (717) 233-7897

ORIGINAL

RESOLUTION 1990-2

A RESOLUTION adopting an administrative manual for the Appalachian States Low-Level Radioactive Waste Commission.

WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact Consent Act, Public Law 100-319, requires the Commission to provide for its own organization and procedures; and

WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact Consent Act, Public Law 100-319, requires the Commission to adopt any rules and regulations necessary to implement the Compact; and

WHEREAS, administrative rules and personnel policies are necessary to insure that there is equitable treatment of all members and employees of the Commission; and

WHEREAS, administrative rules and personnel policies are necessary for the efficient and effective conduct of the Commission's business; and

WHEREAS, the Executive Director of the Commission has presented an Administrative Manual containing administrative rules and personnel policies for the consideration of the Commission and which has been revised by the Commission on September 24, 1990; now therefore,

BE IT RESOLVED by the Appalachian States Low-Level Radioactive Waste Commission that the attached Administrative Manual is adopted.


Arthur A. Davis, Chairman


Marc S. Tenan, Executive Director

ADOPTED: September 24, 1990

ORIGINAL

RESOLUTION 1990-3

A RESOLUTION adopting a policy to reimburse members and alternates for costs incident to attending the Commission's September 24, 1990 meeting.

BE IT RESOLVED by the Appalachian States Low-Level Radioactive Waste Commission that the costs to members and alternates incident to attending the Commission's September 24, 1990 meeting shall be reimbursed by the Commission.



Arthur A. Davis, Chairman



Marc S. Tenan, Executive Director

ADOPTED: September 24, 1990

ORIGINAL

RESOLUTION 1990-4

A RESOLUTION adopting a proposed current expense budget for fiscal year 1990-91 for the Appalachian States Low-Level Radioactive Waste Commission.

WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact Consent Act, Public Law 100-319, requires the Commission to adopt a current expense budget each year until the low-level radioactive waste disposal regional facility becomes available; and

WHEREAS, each of the party states of the Appalachian States Low-Level Radioactive Waste Commission has adopted the Appalachian States Low-Level Radioactive Waste Compact which requires the Commission to present a proposed budget for each fiscal year to the principal budget official in each of the respective party states; and

WHEREAS, a current expense budget is necessary for the efficient and effective conduct of the Commission's business; and

WHEREAS, the Executive Director of the Commission has presented a current expense budget for fiscal year 1990-91 for the consideration of the Commission; now therefore,

BE IT RESOLVED by the Appalachian States Low-Level Radioactive Waste Commission:

1. The attached proposed current expense budget for fiscal year 1990-91, including the recommended contributions of the party states, is adopted.
2. The Executive Director is to forward a copy of this proposed current expense budget and the necessary party state contributions needed to effectuate this budget to the appropriate budget officer in each of the party states.
3. The Executive Director is authorized to effectuate this current expense budget upon approval of funding by each of the party states. If one or more of the party states fails to appropriate and/or pay its share of the Commission's budget proposed herein, the Executive Director is authorized to modify the proposed budget as necessary. Adjustments between budget accounts or sub-accounts greater than \$10,000 shall require the approval of the Chairman as provided by Section Seven of Article VI of the Commission's Bylaws. The Executive Director shall inform the Commission members of any changes necessary to effectuate the budget.


Arthur A. Davis, Chairman


Marc S. Tenan, Executive Director

ADOPTED: September 24, 1990

Prepared: September 7, 1990

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

ORIGINAL

Current Expense Budget
Fiscal Years 1989-90, 1990-91, 1991-92

ACCOUNT/SUB-ACCOUNT	1989-90	1990-91		1991-92	
	BUDGET ACTUAL	SUBACCOUNT TOTALS	BUDGET AVAILABLE	SUBACCOUNT TOTALS	PROPOSED BUDGET
PAYROLL					
Salaries	1,688	104,167		130,600	
Health Benefits		24,800		26,675	
Social Security Taxes		8,131		9,991	
Retirement		12,500		15,672	
TOTAL			149,597		182,938
MAINTENANCE					
Office		1,300		1,300	
Telephones		0		500	
Copier		1,155		1,271	
Computers	445	1,335		1,500	
TOTAL			3,790		4,571
RENTS AND LEASES					
Office	2,400	13,200		15,600	
Other		500		500	
TOTAL			13,700		16,100
INSURANCE					
			1,100		1,150
TRAVEL AND TRAINING					
Out-Service Training		1,200		700	
Conference Registrations		2,000		2,000	
Conference/Meeting Expenses	946	12,400		17,300	
Commission Meeting Expenses		2,412		2,412	
TOTAL			18,012		22,412
CONTRACTED SERVICES					
Accounting		7,000		6,000	
Legal		5,000		15,000	
Technical		2,000		10,000	
TOTAL			14,000		31,000
OFFICE SUPPLIES					
	50		4,450		4,950
COMMUNICATIONS					
Telephone		1,440		1,540	
Mail/Postage	25	1,000		850	
Advertising		1,200		1,200	
Printing		1,500		1,500	
TOTAL			5,140		5,090
MEMBERSHIPS/SUBSCRIPTIONS					
			1,500		1,500
FIXED ASSETS					
Computer Equip. & Software	7,086	19,075		2,000	
Telephones	551	1,953		0	
Office Equipment		9,055		300	
Furniture		11,206		2,000	
TOTAL			41,289		4,300
BANK CHARGES					
			300		300
SPECIAL FUNDS					
Unemployment Compensation		5,600		8,960	
Fiscal Stabilization		10,331		10,229	
TOTAL			15,931		19,189
GRAND TOTAL	\$13,191		\$268,809		\$293,500

ORIGINAL

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

STATEMENT OF REVENUES AND EXPENDITURES

Year ended June 30

REVENUES	1989-90 <u>ACTUAL</u>	1990-91 <u>BUDGET</u>	1991-92 <u>BUDGET</u>
Party State Contributions:			
State of Delaware	\$ 50,000	\$ 6,000	\$ 58,300
State of Maryland	50,000	6,000	58,300
Commonwealth of Pennsylvania	100,000	12,000	116,600
State of West Virginia	0 ^a	56,000 ^a	58,300
Interest Income	0	2,000	2,000
Carryover from Previous Year	<u>0</u>	<u>186,809</u>	<u>0</u>
TOTAL REVENUES	<u>\$200,000</u>	<u>\$268,809</u>	<u>\$293,500</u>
EXPENDITURES			
Payroll	\$ 1,688	\$149,597	\$182,938
Maintenance	445	3,790	4,571
Rents and Leases	2,400	13,700	16,100
Insurance	0	1,100	1,150
Travel and Training	946	18,012	22,412
Contracted Services	0	14,000	31,000
Office Supplies	50	4,450	4,950
Communications	25	5,140	5,090
Memberships/Subscriptions	0	1,500	1,500
Fixed Assets	7,637	41,289	4,300
Bank Charges	0	300	300
Unemployment Compensation Fund	0	5,600	8,960
Fiscal Stabilization Fund	<u>0</u>	<u>10,331</u>	<u>10,229</u>
TOTAL EXPENDITURES	<u>\$13,191</u>	<u>\$268,809</u>	<u>\$293,500</u>
EXCESS OF REVENUE OVER EXPENDITURES (BUDGETARY BASIS)	<u>\$186,809</u>	<u>\$0</u>	<u>\$0</u>

^a The Commission voted at its April 30, 1990 meeting to require each party state to pay one-half of its maximum share to cover the startup costs of the Commission. West Virginia did not have funding available to pay its share (\$50,000) for 1989-90. West Virginia will be requested to provide its share of startup costs in 1990-91.

Prepared: September 10, 1990

ORIGINAL

RESOLUTION 1990-5

A RESOLUTION adopting a proposed current expense budget for fiscal year 1991-92 for the Appalachian States Low-Level Radioactive Waste Commission.

WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact Consent Act, Public Law 100-319, requires the Commission to adopt a current expense budget each year until the low-level radioactive waste disposal regional facility becomes available; and

WHEREAS, each of the party states of the Appalachian States Low-Level Radioactive Waste Commission has adopted the Appalachian States Low-Level Radioactive Waste Compact which requires the Commission to present a proposed budget for each fiscal year to the principal budget official in each of the respective party states; and

WHEREAS, a current expense budget is necessary for the efficient and effective conduct of the Commission's business; and

WHEREAS, the Executive Director of the Commission has presented a current expense budget for fiscal year 1991-92 for the consideration of the Commission; now therefore,

BE IT RESOLVED by the Appalachian States Low-Level Radioactive Waste Commission:

1. The attached proposed current expense budget for fiscal year 1991-92, including the recommended contributions of the party states, is adopted.
2. The Executive Director is to forward a copy of this proposed current expense budget and the necessary party state contributions needed to effectuate this budget to the appropriate budget officer in each of the party states.
3. The Executive Director is authorized to effectuate this current expense budget upon approval of funding by each of the party states. If one or more of the party states fails to appropriate and/or pay its share of the Commission's budget proposed herein, the Executive Director is authorized to modify the proposed budget as necessary. Adjustments between budget accounts or sub-accounts greater than \$10,000 shall require the approval of the Chairman as provided by Section Seven of Article VI of the Commission's Bylaws. The Executive Director shall inform the Commission members of any changes necessary to effectuate the budget.


Arthur A. Davis, Chairman

 9/27/90
Marc S. Tenan, Executive Director

ADOPTED: September 24, 1990

Prepared: September 7, 1990

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

ORIGINAL

Current Expense Budget
Fiscal Years 1989-90, 1990-91, 1991-92

ACCOUNT/SUB-ACCOUNT	1989-90	1990-91		1991-92	
	BUDGET ACTUAL	SUBACCOUNT TOTALS	BUDGET AVAILABLE	SUBACCOUNT TOTALS	PROPOSED BUDGET
PAYROLL					
Salaries	1,688	104,167		130,600	
Health Benefits		24,800		26,675	
Social Security Taxes		8,131		9,991	
Retirement		12,500		15,672	
TOTAL			149,597		182,938
MAINTENANCE					
Office		1,300		1,300	
Telephones		0		500	
Copier		1,155		1,271	
Computers	445	1,335		1,500	
TOTAL			3,790		4,571
RENTS AND LEASES					
Office	2,400	13,200		15,600	
Other		500		500	
TOTAL			13,700		16,100
INSURANCE					
			1,100		1,150
TRAVEL AND TRAINING					
Out-Service Training		1,200		700	
Conference Registrations		2,000		2,000	
Conference/Meeting Expenses	946	12,400		17,300	
Commission Meeting Expenses		2,412		2,412	
TOTAL			18,012		22,412
CONTRACTED SERVICES					
Accounting		7,000		6,000	
Legal		5,000		15,000	
Technical		2,000		10,000	
TOTAL			14,000		31,000
OFFICE SUPPLIES					
	50		4,450		4,950
COMMUNICATIONS					
Telephone		1,440		1,540	
Mail/Postage	25	1,000		850	
Advertising		1,200		1,200	
Printing		1,500		1,500	
TOTAL			5,140		5,090
MEMBERSHIPS/SUBSCRIPTIONS					
			1,500		1,500
FIXED ASSETS					
Computer Equip. & Software	7,086	19,075		2,000	
Telephones	551	1,953		0	
Office Equipment		9,055		300	
Furniture		11,206		2,000	
TOTAL			41,289		4,300
BANK CHARGES					
			300		300
SPECIAL FUNDS					
Unemployment Compensation		5,600		8,960	
Fiscal Stabilization		10,331		10,229	
TOTAL			15,931		19,189
GRAND TOTAL	\$13,191		\$268,809		\$293,500

ORIGINAL

APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION

STATEMENT OF REVENUES AND EXPENDITURES

Year ended June 30

REVENUES	1989-90 <u>ACTUAL</u>	1990-91 <u>BUDGET</u>	1991-92 <u>BUDGET</u>
Party State Contributions:			
State of Delaware	\$ 50,000	\$ 6,000	\$ 58,300
State of Maryland	50,000	6,000	58,300
Commonwealth of Pennsylvania	100,000	12,000	116,600
State of West Virginia	0 ^a	56,000 ^a	58,300
Interest Income	0	2,000	2,000
Carryover from Previous Year	<u>0</u>	<u>186,809</u>	<u>0</u>
TOTAL REVENUES	<u>\$200,000</u>	<u>\$268,809</u>	<u>\$293,500</u>
 EXPENDITURES			
Payroll	\$ 1,688	\$149,597	\$182,938
Maintenance	445	3,790	4,571
Rents and Leases	2,400	13,700	16,100
Insurance	0	1,100	1,150
Travel and Training	946	18,012	22,412
Contracted Services	0	14,000	31,000
Office Supplies	50	4,450	4,950
Communications	25	5,140	5,090
Memberships/Subscriptions	0	1,500	1,500
Fixed Assets	7,637	41,289	4,300
Bank Charges	0	300	300
Unemployment Compensation Fund	0	5,600	8,960
Fiscal Stabilization Fund	<u>0</u>	<u>10,331</u>	<u>10,229</u>
TOTAL EXPENDITURES	<u>\$13,191</u>	<u>\$268,809</u>	<u>\$293,500</u>
 EXCESS OF REVENUE OVER EXPENDITURES (BUDGETARY BASIS)	 <u>\$186,809</u>	 <u>\$0</u>	 <u>\$0</u>

^a The Commission voted at its April 30, 1990 meeting to require each party state to pay one-half of its maximum share to cover the startup costs of the Commission. West Virginia did not have funding available to pay its share (\$50,000) for 1989-90. West Virginia will be requested to provide its share of startup costs in 1990-91.

Prepared: September 10, 1990

ORIGINAL

RESOLUTION 1990-6

A RESOLUTION appointing the Executive Director as the official voting representative of the Appalachian States Low-Level Radioactive Waste Commission to associations, groups, committees, and other bodies which the Commission is a member.

WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact Consent Act, Public Law 100-319, requires the Commission to provide for its own organization and procedures; and

WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact Consent Act, Public Law 100-319, requires the Commission to adopt any rules and regulations necessary to implement the Compact; and

WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact Consent Act, Public Law 100-319, requires the Commission to select an Executive Director to carry out the duties and functions assigned by the Commission; and

WHEREAS, the Commission is a voting member of the Low-Level Waste Forum and may be called upon to register official votes on issues and concerns affecting the Commission before other similar groups, associations, committees, and bodies; now therefore,

BE IT RESOLVED by the Appalachian States Low-Level Radioactive Waste Commission that the Executive Director of the Commission is authorized to be the Commission's official voting representative to the Low-Level Waste Forum and other similar groups, associations, committees, and bodies that the Commission is a member.



Arthur A. Davis, Chairman



Marc S. Tenan, Executive Director

ADOPTED: September 24, 1990

ORIGINAL

RESOLUTION 1990-7

A RESOLUTION adopting the official seal of the Appalachian States Low-Level Radioactive Waste Commission.

WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact Consent Act, Public Law 100-319, requires the Commission to provide for its own organization and procedures; and

WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact Consent Act, Public Law 100-319, requires the Commission to adopt any rules and regulations necessary to implement the Compact; and

WHEREAS, the Bylaws of the Commission requires the Commission to adopt an official seal to be affixed to or imprinted upon all official reports or papers, official copies of minutes of meetings, and any other instruments which by law are required to be under seal;

WHEREAS, the Executive Director of the Commission has presented the following seal for the consideration of the Commission:

Appalachian States Low-Level
Radioactive Waste Commission

; now therefore,

BE IT RESOLVED by the Appalachian States Low-Level Radioactive Waste Commission that this seal shall be the official seal of the Commission.


Arthur A. Davis, Chairman


Marc S. Tenan, Executive Director

ADOPTED: September 24, 1990

ORIGINAL

RESOLUTION 1990-8

A RESOLUTION to amend the Commission's Employment Agreement with Marc S. Tenan to revise the surety bond provision.

WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact Consent Act, Public Law 100-319, requires the Commission to provide for its own organization and procedures; and

WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact Consent Act, Public Law 100-319, requires the Commission to select an appropriate staff, including an Executive Director, to carry out the duties and functions assigned by the Commission; and

WHEREAS, the Commission has entered into an Employment Agreement with Marc S. Tenan to serve as the Executive Director of the Commission; and

WHEREAS, Paragraph 1(b) of the Commission's Employment Agreement with Marc S. Tenan requires him to obtain a surety bond or bonds in an amount of not less than \$500,000; and

WHEREAS, a surety bond of \$500,000 or greater is unnecessary and not cost effective because the total funds available to the Executive Director at any one time will be significantly less than \$500,000; and

WHEREAS, a surety bond equal to the amount of funds in the Commission's account at any one time shall be sufficient to protect the economic interests of the Commission; now therefore,

BE IT RESOLVED by the Appalachian States Low-Level Radioactive Waste Commission that the Chairman on behalf of the Commission is directed to amend the Employment Agreement with Marc S. Tenan to require a surety bond that is sufficient to protect the economic interests of the Commission. The bond should be equivalent to the total funds that the Executive Director has access to at any point in time. Such bond shall be revised as necessary to insure appropriate insurance against loss of the Commission's funds.


Arthur A. Davis, Chairman


Marc S. Tenan, Executive Director

ADOPTED: September 24, 1990

ORIGINAL

RESOLUTION 1990-9

A RESOLUTION to amend the Commission's Employment Agreement with Marc S. Tenan to revise language affecting the employee's pension plan.

WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact Consent Act, Public Law 100-319, requires the Commission to provide for its own organization and procedures; and

WHEREAS, the Appalachian States Low-Level Radioactive Waste Compact Consent Act, Public Law 100-319, requires the Commission to select an appropriate staff, including an Executive Director, to carry out the duties and functions assigned by the Commission; and

WHEREAS, the Commission has entered into an Employment Agreement with Marc S. Tenan to serve as the Executive Director of the Commission; and

WHEREAS, Paragraph 11 of the Commission's Employment Agreement with Marc S. Tenan provides for a pension plan to be funded by the Commission and which permits the employee to receive all funds in the plan contributed by the Commission only upon termination of employment; and

WHEREAS, the Commission has adopted an Administrative Manual which provides for the establishment of a Simplified Employee Pension (SEP) plan for the employees of the Commission; and

WHEREAS, the Internal Revenue Code requires that all employees be treated alike if a Simplified Employee Pension plan is adopted; and

WHEREAS, a Simplified Employee Pension plan must permit the employee to withdraw funds at any time after the employer has made a deposit into a SEP; now therefore,

BE IT RESOLVED by the Appalachian States Low-Level Radioactive Waste Commission that the Chairman on behalf of the Commission is directed to amend Paragraph 11 of the Employment Agreement with Marc S. Tenan to read as follows:

11. Pension and Social Security. The Commission shall contribute an amount equal to twelve (12) percent of the Employee's annual salary to a tax exempt pension plan selected by the Employee and approved by the Chair.

The Commission shall also agree to pay social security taxes on behalf of the Employee as required by employers pursuant to applicable federal law.


Arthur A. Davis, Chairman


Marc S. Tenan, Executive Director

ADOPTED: September 24, 1990