

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In the Matter of:

MARTINS CREEK, LLC, and	:	Natural Resource Damages
TALEN GENERATION, LLC,	:	PPL Martins Creek Fly Ash Spill
835 Hamilton Street, Suite 150	:	
Allentown, PA 18101	:	

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement (“CO&A”) is entered into this _____ day of _____, 2015, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection (“PADEP”), the Pennsylvania Fish and Boat Commission (“PFBC”) and Martins Creek, LLC, formerly known as PPL Martins Creek LLC (“Martins Creek”), and Talen Generation, LLC (“Talen Generation”), formerly known as PPL Generation, LLC.

The Parties

A. The PADEP, is the executive agency with the authority and duty to administer and enforce the Hazardous Sites Cleanup Act, Act of October 18, 1988, P.L. 756, 35 P.S. §§ 6020.101-6020.1305 (“HSCA”); Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929, P.L. 177, as amended, 71 P.S. § 510-17 (“Administrative Code”); and the rules and regulations promulgated thereunder.

B. The PFBC, is an independent administrative agency with the duty and authority to enforce the Fish and Boat Code, Act of October 16, 1980, P.L. 996, *as amended*, 30 Pa. C.S.A. §§ 101-7314 (“Fish and Boat Code”).

C. Martins Creek is a Delaware limited liability company registered to conduct business in the Commonwealth of Pennsylvania, with a registered business address of 835

Hamilton Street, Suite 150, Allentown, Pennsylvania 18101. Martins Creek owns and operates the Martins Creek Steam Electric Station located in Lower Mount Bethel Township, Northampton County, Pennsylvania and its associated structures and appurtenances, including Ash Basin No. 4 (“Facility”).

D. Talen Generation is a Delaware limited liability company registered to conduct business in the Commonwealth of Pennsylvania with a registered business address of 835 Hamilton Street, Suite 150 Allentown, Pennsylvania 18101-1179. Talen Generation is the parent company of Martins Creek.

E. Martins Creek and Talen Generation may be collectively referred to herein as “the Settlers”.

The Event

F. The Facility consisted, in part, of two coal fired electric generating units (“Units 1 and 2”), which were decommissioned on September 15, 2007. Units 1 and 2 had a generating capacity of approximately 150 megawatts each. The combustion of pulverized coal in Units 1 and 2 during the electricity generating process created both bottom ash and fly ash. This ash was mixed with water and piped to large outdoor impoundments for settling prior to being discharged to the Delaware River under the terms of an NPDES permit. One of those impoundments is called Ash Basin No. 4.

G. Ash Basin No. 4 is approximately 40 acres in size and was constructed by Defendant PPL in or around 1989. PPL was permitted by the PADEP to dispose of fly ash, as well as other types of waste from the Facility, including bottom ash, sediment from the Facility’s Industrial Waste Treatment Basin and iron sludge from boiler cleaning activities in Ash Basin

No. 4. For purposes of this CO&A, the material that was discharged from Ash Basin No. 4, beginning on August 23, 2005, is referred to herein as “fly ash” or “fly ash slurry”, even though the discharge may have contained the other types of waste referred to in this paragraph.

H. On August 23, 2005, a wooden stop log in the discharge structure of Ash Basin No. 4 failed, causing an unpermitted and uncontrolled discharge of fly ash slurry down the discharge pipeline. Most of the fly ash slurry discharged directly into the Delaware River. Large amounts also ran across DePues Ferry Road and onto adjacent fields and the Oughoughton Creek bed.

I. On August 23, 2005, PPL began taking measures to stop the discharge from Ash Basin No. 4 and to remove fly ash deposited on the ground, in the Oughoughton Creek and in the Delaware River. Major ash removal operations began in August 2005 and continued through mid-March 2006.

J. On November 18, 2005, the PADEP filed a Complaint against PPL Generation, LLC and PPL Martins Creek, LLC in Commonwealth Court, requesting, in part, that the Court order the Defendants to locate and remove remaining deposits of fly ash, pay a civil penalty to the PADEP and evaluate and restore all damages to natural resources caused by the spill.

K. Settlers were implementing cleanup plans when the PADEP’s Complaint was filed. In total, there were four major cleanup plans that the PADEP reviewed, commented on and approved. The review and approval was done with input from members of a Natural Resource Damage Assessment Team (“NRDA Team”) that was formed by the PADEP following the August 2005 discharge and which is currently made up of the PADEP, the New Jersey

Department of Environmental Protection (“NJDEP”), and the PFBC, with participation and input from Delaware River Basin Commission (“DRBC”).

L. The first three phases of cleanup under plans I-III were completed between September 2005 and March 2006. Phase IV, which largely involved studying the effects of the ash discharge on the river, river habitat and wildlife, was performed following completion of the first three phases and included a shoreline inspection program, a sediment sampling program, a surface water sampling program and an ecological investigation.

M. On May 20, 2008, a Consent Decree between the PADEP, Settlers, and a group of citizen Intervenors in the PADEP’s lawsuit was entered as an Order of Commonwealth Court. The Consent Decree required, in relevant part, the removal of any remaining fly ash, payment of a \$1.5 million civil penalty and submittal of a Phase IV Completion Report (“Phase IV Report”) after completion of Phase III of the cleanup. The Consent Decree also explicitly reserved the PADEP’s right to bring an action in the future to recover Natural Resource Damages.

N. In its Phase IV Report, Settlers concluded, in part, that while the fly ash release resulted in temporary increased loading for select metals into the Delaware River, the increase in metals concentrations did not result in widespread exceedances of human-health based or ecological screening values for surface water or sediment. Data collected also did not indicate that the release had any adverse impact to the ecological community of the Delaware River or any of the representative species investigated. Furthermore, Settlers asserted that metals concentrations in fish and mussel tissue were below risk-based concentrations. Based on the Phase IV investigation results, Settlers concluded that additional data collection or remedial action was not warranted or recommended.

O. Representatives from the PADEP and other NRDA Team members reviewed the Phase IV Report and disagreed with Settlor's conclusion that the release had no adverse impact on the ecological community of the Delaware River. The PADEP and the other NRDA Team members, together with DRBC, determined that the spill and associated cleanup measures undertaken by Settlor to remove fly ash from the Delaware River did, in fact, have an impact on the ecological community of the Delaware River and that resource restoration is necessary.

P. The PADEP, working with the NRDA Team, developed a report entitled, "PPL Martins Creek Natural Resource Damage Assessment – Environmental Assessment and Restoration Plan" (the "NRDA Report"). The NRDA Report concluded that there were damages to natural resources as a result of the spill and cleanup, and that dam removal and mussel restoration projects outlined in the NRDA Report would provide appropriate and beneficial compensation to the ecological community and the public for damages to natural resource caused by the August 2005 fly ash release.

Authority

Q. Section 301(14) of HSCA, 35 P.S. § 6020.301(14), provides that the PADEP has the duty to act as trustee of the Commonwealth's natural resources. The PADEP may assess and collect damages to natural resources for the purposes of HSCA and the Federal Superfund Act for those natural resources under its trusteeship.

R. Section 702 of HSCA, 35 P.S. § 6020.702 provides, in relevant part, that a person who is responsible for a release of a hazardous substances from a site, as specified in 35 P.S. § 6020.701, is strictly liable for enumerated response costs, including damages for injury to, destruction of, or loss of natural resources within the Commonwealth or belonging to, managed

by, controlled by or appertaining to the United States, the Commonwealth or a political subdivision. This includes the reasonable costs of assessing injury, destruction or loss resulting from such a release.

S. Section 2506 of the Fish and Boat Code, 30 Pa. C.S.A. § 2506, provides that the PFBC, as an agency of the Commonwealth authorized to regulate, control, manage and perpetuate fish, may, in addition to criminal penalties provided in Title 30, bring civil suits in trespass on behalf of the Commonwealth for the value of any fish killed or any stream or streambed destroyed or injured in violation of Chapter 25. In determining the value of fish killed, the PFBC may consider all factors that give value to such fish. These factors may include, but need not be limited to, the commercial resale value, the replacement costs or the recreational value of angling for the fish killed. In addition, the PFBC is entitled to recover the costs of gathering the evidence, including expert testimony, in any civil suit brought under this section where the defendant is found otherwise liable for damages.

T. Section 102 of the Fish and Boat Code, 30 Pa. C.S. § 102, defines "Fish," when used as a noun, as all game fish, fish bait, bait fish, amphibians, reptiles and aquatic organisms. Section 102 defines "Aquatic organism" as any plant or animal that grows or lives in or upon the water.

U. The PADEP and the PFBC have the authority under the statutes cited above to pursue and collect Natural Resource Damages. As stated in Paragraph M, the PADEP reserved the right to pursue Natural Resource Damages in the May 20, 2008 Consent Decree with PPL. Through this Consent Order and Agreement, the PADEP and the PFBC are resolving their

claims for Natural Resource Damages against the Settlers that they determined resulted from the August 2005 fly ash release from Ash Basin No. 4 and the subsequent cleanup.

V. To fully resolve the claims for Natural Resource Damages, the Settlers have agreed to pay a total of \$1,325,200.00 toward dam removal and mussel restoration projects. This includes \$952,150.00 to be paid directly to DRBC under the requirements of this CO&A. This money will be managed by DRBC in accordance with the DRBC Letter Agreement (Attachment "A") for the benefit of the Pennsylvania-based restoration projects discussed therein. It also includes \$373,050.00 to be paid pursuant to a separate administrative settlement with NJDEP and distributed for the benefit of the New Jersey-based restoration projects in accordance with the Settlers' agreement with New Jersey. (Attachment "B")

W. In accordance with Section 1113 of HSCA, 35 P.S. § 6020.1113, the PADEP published legal notice of this proposed settlement in the *Pennsylvania Bulletin* and a newspaper of general circulation in the area of the release. The notice included the material terms of the settlement and the manner of submitting written comments during a 60-day public comment period. (Attachment "C")

X. On _____ the PADEP notified the Settlers that it received no comments that disclosed facts or considerations that indicated to the PADEP and the members of the NRDA Team that this CO&A was inappropriate, improper, or inadequate. *(Statements in this paragraph are contingent upon PADEP not receiving comments that would require amendments to the CO&A and are subject to change.)*

Y. The violations described in Paragraph H constitute unlawful conduct under Section 1108 of HSCA, 35 P.S. § 6020.1108; a statutory nuisance under Section 1101 of HSCA,

35 P.S. § 6020.1101; and subject PPL to a claim for Natural Resource Damages, under Section 702(a)(4) of HSCA. Those acts or omissions also violate one or more provisions of Chapter 25 of the Fish and Boat Code, 30 Pa. C.S.A. Ch. 25, and subject Settlers to a claim for civil damages under Section 2506 of the Fish and Boat Code, 30 Pa. C.S.A. § 2506.

After full and complete negotiation of all matters set forth in this Consent Order and Agreement and upon mutual exchange of covenants contained herein, the parties desiring to avoid litigation and intending to be legally bound, it is hereby ORDERED by the PADEP and AGREED to by the Settlers as follows:

1. Authority. This Consent Order and Agreement is an Order of the PADEP authorized and issued pursuant to Section 301 of the Hazardous Sites Cleanup Act, 35 P.S. § 6020.301; and Section 1917-A of the Administrative Code, 71 P.S. § 510-17.

2. Findings.

a. The Settlers agree that the findings in Paragraphs A through Y of this Consent Order and Agreement are true and correct and, in any matter or proceeding involving the Settlers and the Department, Settlers shall not challenge the accuracy or validity of these findings.

b. The parties do not authorize any other persons to use the findings in this Consent Order and Agreement in any matter or proceeding.

3. Corrective Action. The following is required pursuant to this Consent Order and Agreement:

a. Within twenty (20) calendar days after the Settlers' receipt of the executed Consent Order and Agreement from the PADEP and PFBC, the Settlers shall pay to the DRBC the sum of \$902,150.00 which, together with the payment in Paragraph 3.b, shall constitute the "Settlement Payment." The Settlement Payment shall be in full and complete settlement of claims against the Settlers for compensation for any damages to, and restoration of, the lost value of, injury to, or destruction of Natural Resources, as that term is defined in Section 103 of HSCA, 35 P.S. § 6020.103, and natural resource services that are attributable to the unpermitted fly ash discharge and cleanup. The Settlement Payment includes the Settlers' cash contribution toward dam removal projects discussed in Attachment "A", or any replacement projects agreed to by PADEP and PFBC in accordance with Attachment "A". It also includes 15% for dam removal contingency fees, and \$50,000.00 for DRBC's administration fees. The Settlement Payment will be administered in accordance with the Letter Agreement between the PADEP, the DRBC and the PFBC (Attachment "A"). Any funds remaining from the Settlement Payment after implementation of the dam removal projects will be allocated based on the consensus of the PADEP and the PFBC.

b. Within twenty (20) calendar days after the Settlers' receipt of the executed Consent Order and Agreement from the PADEP and the PFBC, the Settlers shall also pay to the DRBC a separate sum of \$50,000.00 for a mussel restoration project(s). DRBC shall submit the details of a mussel restoration project(s) to the NRDA Team for approval in accordance with Attachment "A". Once a mussel restoration project(s) is agreed upon by the NRDA Team members, DRBC will implement the project(s). As stated in Attachment "A", DRBC will provide progress and general accounting reports to the NRDA Team on a quarterly basis within

the first week of each calendar quarter. The progress and general accounting reports will be reviewed by the NRDA Team members. Any funds remaining from the Settlement Payment after implementation of the mussel restoration projects will be distributed based on the consensus of the NRDA Team members.

4. Stipulated Civil Penalties.

a. In the event the Settlers fail to comply in a timely manner with any term or provision of this Consent Order and Agreement, the Settlers shall be in violation of this Consent Order and Agreement and, in addition to other applicable remedies, shall pay a civil penalty in the amount of \$2,500.00 per day for each violation.

b. Stipulated civil penalty payments shall be payable monthly on or before the fifteenth day of each succeeding month, and shall be made payable by corporate check or the like made payable to Commonwealth of Pennsylvania, Clean Water Fund, pursuant to Section 8 of the Clean Streams Law, 35 P.S. § 691.8, and forwarded to the Clean Water Program Manager, as described in Paragraph 9 (Correspondence with the Department) below.

c. Any payment under this paragraph shall neither waive the Settlers' duty to meet its obligations under this Consent Order and Agreement nor preclude the PADEP from commencing an action to compel the Settlers' compliance with the terms and conditions of this Consent Order and Agreement. The payment resolves only the Settlers' liability for civil penalties arising from the violation of this Consent Order and Agreement for which the payment is made.

d. Stipulated civil penalties shall be due automatically and without notice.

5. Additional Remedies.

a. In the event the Settlers fail to comply with any provision of this Consent Order and Agreement, the PADEP may, in addition to the remedies prescribed herein, pursue any remedy available for a violation of an order of the PADEP, including an action to enforce this Consent Order and Agreement.

b. The remedies provided by this paragraph and Paragraph 4 (Stipulated Civil Penalties) are cumulative and the exercise of one does not preclude the exercise of any other. The failure of the PADEP to pursue any remedy shall not be deemed to be a waiver of that remedy. The payment of a stipulated civil penalty, however, shall preclude any further assessment of civil penalties for the violation for which the stipulated civil penalty is paid.

6. Reservation of Rights. PADEP reserves the right to require additional measures to achieve compliance with applicable law. The Settlers reserve the right to challenge any action which the PADEP may take to require those measures.

7. Liability of Operator. The Settlers shall be liable for any violations of the Consent Order and Agreement, including those caused by, contributed to or allowed by its officers, agents, employees, or contractors. The Settlers also shall be liable for any violation of this Consent Order and Agreement caused by, contributed to, or allowed by its successors and/or assigns.

8. Transfer of Site.

a. The duties and obligations under this Consent Order and Agreement shall not be modified, diminished, terminated or otherwise altered by the transfer of any legal or

equitable interest in the Facility or any part thereof. This Consent Order and Agreement shall inure to the benefit of the Settlers' successors and assigns.

b. If the Settlers intend to transfer any legal or equitable interest in the Facility which is affected by this Consent Order and Agreement, the Settlers shall serve a copy of this Consent Order and Agreement upon the prospective transferee of the legal and equitable interest at least thirty (30) days prior to the contemplated transfer and shall simultaneously inform the Northeast Regional Office of the PADEP of such intent.

9. Correspondence with the Department. All correspondence with the PADEP concerning this Consent Order and Agreement shall be addressed to the following individual:

Clean Water Program Manager
Department of Environmental Protection
2 Public Square
Wilkes-Barre, PA 18711-0790
Phone: (570) 826-2511
Facsimile: (570) 830-3016

10. Correspondence with PFBC. All correspondence with PFBC concerning this Consent Order and Agreement shall be addressed to the following individual:

Mark A. Hartle, Chief, Aquatic Resources Section
Pennsylvania Fish and Boat Commission
Division of Environmental Services
450 Robinson Lane
Bellefonte, PA 16823
Phone: (814) 359-5133
Facsimile: (814) 359-5175

11. Correspondence with the Settlers. All correspondence with the Settlers concerning this Consent Order and Agreement shall be addressed to:

Joseph P. Murach
Plant Manager
Martins Creek
6605 Foul Rift Road
Bangor, PA 18013-4857
Phone: (610)-498-6269

Robert J. Barkanic, P.E.
Senior Director External Affairs
PPL Energy Supply
835 Hamilton Street
Suite 150 – Floor 2
Allentown, PA 18101-1179
Phone: (610) 774-6722
Facsimile: (610) 774-2755

The Settlers shall notify the PADEP and PFBC whenever there is a change in the contact person's name, title, or address. Service of any notice or any legal process for any purpose under this Consent Order and Agreement, including its enforcement, may be made by mailing a copy by first class mail to the above address or to the attorney for the Settlers.

12. Severability. The paragraphs of this Consent Order and Agreement shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

13. Entire Agreement. This Consent Order and Agreement shall constitute the entire integrated agreement of the parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or any other proceeding.

14. Attorney Fees. The parties shall bear their respective attorney fees, expenses and other costs in the prosecution or defense of this matter or any related matters, arising prior to execution of this Consent Order and Agreement.

15. Modifications. No changes, additions, modifications, or amendments of this Consent Order and Agreement shall be effective unless they are set out in writing and signed by the parties hereto.

16. Titles. A title used at the beginning of any paragraph of this Consent Order and Agreement may be used to aid in the construction of that paragraph, but shall not be treated as controlling.

17. Decisions under Consent Order and Agreement. Any decision which the PADEP makes under the provisions of this Consent Order and Agreement is intended to be neither a final action under 25 Pa. Code § 1021.2, nor an adjudication under 2 Pa. C.S. § 101. Any objection which the Settlers may have to the decision will be preserved until the PADEP enforces this Consent Order and Agreement. At no time, however, may the Settlers challenge the content or validity of this Consent Order and Agreement.

18. Termination of Consent Order and Agreement. This Consent Order and Agreement shall terminate upon completion by the Settlers of all actions required under Paragraph 3 and Paragraph 4, if applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Consent Order and Agreement to be executed by their duly authorized representatives. The undersigned representatives of the Settlers certify under penalty of law, as provided by 18 Pa. C.S. § 4904, that they are authorized to execute this Consent Order and Agreement on behalf of the Settlers. Signature by the Settlers' attorney certifies only that the Consent Order and Agreement has been signed after consulting with counsel.

FOR Martins Creek, LLC:

Name

Attorney for Martins Creek, LLC

FOR THE COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION:

Manager
Clean Water Program

Sean L. Robbins
Assistant Counsel

FOR TALEN GENERATION, LLC:

Name
Title

Name
Title

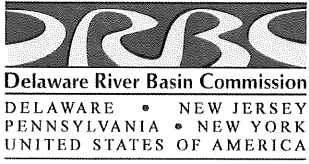
Attorney for Talen Generation, LLC

FOR THE PENNSYLVANIA
FISH AND BOAT COMMISSION:

John A. Arway
Executive Director

Laurie E. Shepler
Chief Counsel

A



Delaware River Basin Commission

25 State Police Drive

PO Box 7360

West Trenton, New Jersey

08628-0360

Phone: (609) 883-9500 Fax: (609) 883-9522

Web Site: <http://www.drbc.net>

Steven J. Tambini, P.E.

Executive Director

(date), 2015

Northeast Clean Water Program Manager
Pennsylvania Department of
Environmental Protection
2 Public Square
Wilkes-Barre, PA 18701-1915
Tel: (570) 826-2511

John A. Arway
Executive Director
Pennsylvania Fish & Boat Commission
P.O. Box 67000
Harrisburg, PA 17106-7000
Tel: (717) 705-7801

Subject: Letter Agreement for Administration of Dam Removal and Mussel
Restoration Projects to be Performed in Accordance with the PPL
Martins Creek 2005 Ash Spill NRDA Consent Order and Agreement

Dear Sirs:

This Letter Agreement ("Agreement") establishes the roles and responsibilities of the Delaware River Basin Commission ("DRBC"), the Pennsylvania Department of Environmental Protection ("PADEP"), and the Pennsylvania Fish and Boat Commission ("PFBC"), respectively, regarding the administration of certain natural resource restoration projects required by the Consent Order and Agreement ("CO&A") for natural resource damages resulting from the 2005 Ash Slurry Spill from the PPL Martins Creek facility, located in Lower Mount Bethel Township, Northampton County, Pennsylvania. The CO&A, and by extension, the restoration projects covered by this Agreement, are based upon the Natural Resource Damage Assessment Report, entitled *PPL Martins Creek Natural Resource Damage Assessment – Environmental Assessment and Restoration Plan* ("NRDA Report") developed for the spill by PADEP in consultation with the New Jersey Department of Environmental Protection ("NJDEP"), PFBC and DRBC.

The natural resource restoration projects identified in the NRDA Report and CO&A are dam removals and mussel restoration projects. DRBC has agreed to function as the recipient and distributor of funds required by the CO&A to be expended for dam removals located entirely within the Commonwealth of Pennsylvania, and mussel restoration projects, which may be located in Pennsylvania and/or New Jersey (collectively referred to herein as "PA Project Funds"). The NJDEP will be the recipient and distributor of other funds required by the CO&A to be used for dam removals located entirely within the State of New Jersey. This Agreement does not concern dam removal projects to be located entirely within New Jersey or funds related to such projects. Those projects and funds will be administered under a separate agreement between PPL and New Jersey.

As the distributor of the PA Project Funds for dam removals, DRBC will enter into grant agreements with local watershed organizations or dam owners, which will assume lead roles in the removal of dams located within the Pennsylvania portion of the Delaware Basin. The watershed organizations or owners are expected to be responsible for all design, permitting, administrative and construction costs. DRBC staff will supervise performance under the grant agreements to ensure that the deliverables are carried out in a timely manner that is consistent with the CO&A terms. DRBC will provide quarterly progress and general accounting reports to designated staff at PADEP and PFBC, including keeping them informed of any delays or obstacles to performance. DRBC will receive an administrative fee for these services.

Summary of CO&A Terms for Restoration Projects to be Administered by DRBC:

1. Dam Removal Projects: The CO&A provides for dam removal projects to be undertaken in Pennsylvania but does not limit these to specific projects or any specific number of projects. Three dam removal projects in the Bushkill Creek Watershed (BK1, BK2 and BK3) have been identified as candidates. Two additional projects – removal of the Kerns Dam and Wehrs Dam on the Jordan Creek, a tributary of the Lehigh River – are also under consideration. The determination as to which projects ultimately will be undertaken will be made jointly by representatives of PADEP and PFBC, with DRBC as an advisor.
2. Mussel Restoration Project: The CO&A provides for a mussel restoration project to include either mussel transplantation from the main stem of the Delaware River into Delaware Basin tributaries, mussel propagation, or a combination of both transplantation and propagation. The mussel restoration project may include tributaries in both the Pennsylvania and New Jersey portions of the Delaware River Basin.

Details Relating to Pennsylvania Restoration Projects to be Administered by DRBC:

1. PPL's consultant, ARCADIS, developed cost estimates for the candidate Bushkill Watershed dam removal projects by considering the following ten cost categories:
 - Site Specific Studies
 - Mobilization and Demobilization
 - Site Preparation
 - Temporary Channel Access
 - Bank Stabilization
 - Erosion Control
 - Dam Demolition
 - Dam Material Disposal
 - Administrative and Permitting Costs
 - Design and other Preconstruction Costs

2. Estimated dam removal costs and agreed-upon PA Project Fund allocations for three targeted projects in the Bushkill Watershed are as set forth below. The balance available for an additional project (or projects) and the total allocation for dam removals also are shown:

Dam	Estimated Cost	PA Project Funds Allocation	Owner
Bushkill 1	\$227,000	\$227,000	Lafayette College
Bushkill 2	\$175,000	\$175,000	City of Easton
Bushkill 3	\$142,500	\$142,000	City of Easton
TBD	TBD	\$197,000	TBD
Dam Removal Total		\$741,000	

3. PA Project Funds for Pennsylvania dam removals and a mussel restoration project are to be allocated as follows:

Cost Category	PA Project Funds Allocation
Dam Removal Total	\$741,000
15% Dam Removal Contingency	\$111,150
Mussel Restoration	\$50,000
Administrative Fee – DRBC	\$50,000
Grand Total	\$952,150

DRBC Responsibilities and Deliverables:

1. Advise the NRDA Team, consisting of PADEP, PFBC and NJDEP, regarding the selection and implementation of Pennsylvania restoration projects. Obtain the NRDA Team's approval of such projects.
2. Enter into grant agreements ("contracts") with watershed organizations or dam owners. Contracts in amounts not to exceed a combined total of \$741,000 will be developed

between the DRBC and each watershed organization or dam owner responsible for a dam removal undertaken in accordance with the CO&A. The contracts will include the respective responsibilities of DRBC and the grant recipient, a project timeline, public participation expectations, and final deliverables (i.e., dam removal within X years).

3. Enter into an agreement (or agreements) with partners for a mussel restoration project. The CO&A provides funds in the amount of \$50,000 to help re-establish mussel populations in tributaries targeted for dam removal (currently expected to include the Bushkill Creek in Pennsylvania and the Musconetcong River in New Jersey) or in other tributaries within the Delaware Basin that would benefit from mussel restoration. Mussel stocking is anticipated to be done by transplanting into the tributaries individual mussels collected in the main-stem Delaware River or by captive propagation and restocking of captive raised individuals. Partners may include, but are not limited to, the Partnership for the Delaware Estuary and Cheney University for captive propagation and the U.S. Geological Survey for mussel transplantation from the main stem. Other partners may be identified by the NRDA Team as either necessary or appropriate to ensure the success of the mussel restoration projects.
4. Monitor and supervise performance by contract organizations (watershed organizations or dam owners) responsible for implementing dam removal and partners responsible for implementing mussel restoration projects, respectively.
5. Provide quarterly progress and general accounting reports, including from contract organizations and their contractors, to PADEP and PFBC within the first calendar week of each calendar quarter.
6. Retain \$50,000 in PA Project Funds as an administrative fee to cover its expenses in administering contracts. DRBC advises that in order to keep administrative costs within this sum, candidate organizations or owners implementing dam removal projects should be experienced with such projects.
7. Notify PADEP and PFBC in writing of any change in the principal DRBC contacts for this matter. Unless and until DRBC otherwise notifies the PADEP and the PFBC, the DRBC contacts will be: Aquatic Biologist Erik Silldorff (ext. 253); Watershed Planning and Compliance Section Supervisor Chad Pindar (ext. 268); and for financial matters, Chief Administrative Officer Richard C. Gore (ext. 201).

PADEP Responsibilities:

1. Execute CO&A with PPL that provides the basis for this Letter Agreement.
2. Through participation on the NRDA Team, review and approve the selection of Pennsylvania restoration projects.
3. Review quarterly progress and general accounting reports from DRBC and watershed organizations or dam owners.
4. As a member of the NRDA Team, review and approve the allocation of funds for alternate restoration projects if unforeseen problems prevent completion of selected projects; the use of contingency funds (15%, or \$111,150); and the allocation of any funds that remain after all selected projects have been completed.
5. Participate in public information meetings or hearings and ribbon cutting ceremonies.
6. Review and approve the distribution of any leftover funds from dam removals or the mussel restoration project.
7. Notify DRBC in writing of any change in the principal PADEP contact for this matter. Unless and until DRBC is notified otherwise, the PADEP contact will be the Northeast Regional Clean Water Program Manager, at the address and telephone numbers set forth above.

PFBC Responsibilities:

1. Execute CO&A with PPL that provides the basis for this Letter Agreement.
2. Through participation on the NRDA Team, review and approve the selection of Pennsylvania restoration projects.
3. Review quarterly Watershed Organization and DRBC progress and general accounting reports.
4. As a member of the NRDA Team, review and approve the allocation of funds for alternate restoration projects if unforeseen problems prevent completion of selected projects; the use of contingency funds (15% or \$111,150); and the allocation of any funds that remain after all selected projects have been completed.
5. Review and provide input on a mussel restoration project located within or partially within Pennsylvania.

6. Participate in public information meetings or hearings with DRBC and watershed organization representatives or dam owners as needed.
7. Review and approve the distribution of any leftover funds from dam removals or the mussel restoration project.
8. Notify DRBC in writing of any change in the principal PFBC contact for this matter. Unless and until DRBC is notified otherwise, the PFBC contact will be Mark Hartle, Chief, Aquatic Resources Section, PA Fish & Boat Commission, Division of Environmental Services, 450 Robinson Lane, Bellefonte, PA 16823.

This Letter of Agreement may be amended by the joint written approval of PADEP's Northeast Regional Clean Water Program Manager, the Executive Director of the PFBC and the Executive Director of DRBC.

The Commission looks forward to working with the Commonwealth and our other partners to ensure that the PA Project Funds are spent in a manner that provides the maximum possible benefit for the water resources of the Delaware River Basin.

Sincerely,

Steven J. Tambini

Accepted By:

FOR THE COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION:

FOR THE PENNSYLVANIA
FISH AND BOAT COMMISSION:

Northeast Region Clean Water Program

John A. Arway
Executive Director

B

Natural and Historic Resources
Office of Natural Resource Restoration
Mail Code 501-01
P.O. Box 420
Trenton, New Jersey 08625-0420
Tel. (609) 984-5475
Fax: (609) 984-0608

IN THE MATTER OF :
THE MARTINS CREEK STEAM :
ELECTRIC STATION : **NATURAL RESOURCE DAMAGES**
AND : **SETTLEMENT AGREEMENT**
PPL GENERATION, LLC AND :
PPL MARTINS CREEK, LLC :

The New Jersey Department of Environmental Protection, the Commissioner of the New Jersey Department of Environmental Protection, and the Administrator of the New Jersey Spill Compensation Fund (jointly, the "Department") enter this Settlement Agreement pursuant to the authority vested in the Administrator of the New Jersey Spill Compensation Fund by the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq., and in the Commissioner of the Department by N.J.S.A. 13:1D-1 et seq. and the New Jersey Spill Compensation and Control Act, and duly delegated to the Assistant Commissioner, Natural and Historic Resources and the Administrator pursuant to N.J.S.A. 13:1B-4.

FINDINGS

1. PPL Generation, LLC is a limited liability corporation incorporated in the State of Delaware, with its principal offices at 2 North Ninth Street, Allentown, Pennsylvania, 18101-1179. PPL Martins Creek, LLC is a limited liability corporation incorporated in the State of Delaware, with its principal offices at 2 North Ninth Street, Allentown, Pennsylvania 18101-1179. PPL Generation, LLC and PPL Martins Creek, LLC shall be collectively referred to as the "Settling Parties" for the purposes of, and throughout this Natural Resource Damages Settlement Agreement.

2. The discharges that are the subject of this Natural Resource Damages Settlement Agreement (hereinafter "Settlement Agreement") occurred from Ash Basin 4 starting on August 23, 2005 at the Martins Creek Steam Electric Station, located at 6605 Foul Rift Road, Bangor, PA 18013-4857. Ash Basin 4 is located at Parcel No. G11-03-004 (Block 3, Lot 4) on the Lehigh/Northampton County Tax Map (hereinafter "Property").

3. The Settling Parties completed remedial actions to address the discharges at the Property and reported the results of those remedial actions as well as the effects of the discharge to the Department in a report titled Phase IV Completion Report, dated June 2007.

4. In order for the Settling Parties to obtain protection under N.J.S.A. 58:10-23.11f.a.(2)(b) from contribution claims concerning matters addressed in this Natural Resource Damages Settlement Agreement, the Department published notice of this Natural Resource Damages Agreement in the New Jersey Register and on the Department's website, in accordance with N.J.S.A. 58:10-23.11e.2. Such notice included the following information:

- (a) Name and location of the Property where the discharge occurred:
Ash Basin 4 starting on August 23, 2005 at the Martins Creek Steam Electric Station, located at 6605 Foul Rift Road, Bangor, PA 18013-4857
- (b) Parties to the Settlement: PPL Generation, LLC and PPL Martins Creek, LLC
- (c) Summary of the Terms of the Settlement: Payment of a total of \$373,050.00 as compensation for restoration of, the lost value of, injury to, or destruction of Natural Resources and natural resource services (\$353,050.00) and oversight costs (\$20,000.00)
- (d) Public notice will be published in the New Jersey Register on July 6, 2015.

The Department also arranged for written notice of the Settlement Agreement, which included the information provided in (a) – (d) of paragraph 4, to all other potentially responsible parties of whom the Department had notice.

5. On date the Department notified the Settling Parties that **[use appropriate version based on case specifics]**

the Department received no comments that disclosed facts or considerations that indicated to the Department, in its sole discretion, that the Settlement Agreement was inappropriate, improper, or inadequate.

OR

the Department received comments that disclosed facts or considerations that indicated to the Department, in its sole discretion, that the Settlement Agreement required amendment and the Department provided PPL Generation, LLC and PPL Martins Creek with the specifics of those amendments and provided PPL Generation, LLC and PPL Martins Creek with this Settlement Agreement incorporating the amendments.

6. As the trustee of all Natural Resources within the jurisdiction of the State of New Jersey for the benefit of its citizens, the Department alleges that the discharges at the Property have injured and continue to injure Natural Resources and the services that they provide.

7. By entering into this Settlement Agreement, the Settling Parties do not admit any of the Findings of the Department. This Settlement Agreement shall not constitute, or be interpreted or used as an admission of fault, liability, law or fact, nor shall it be admissible in any proceeding as such, except only to the limited extent necessary to enforce the provisions of this Settlement Agreement or to establish the scope of the release or contribution protection provisions of this Settlement Agreement.

ORDER

8. "Natural Resources" as used in this Settlement Agreement includes all land, fish, shellfish, wildlife, biota, air, waters and other such resources owned, managed, held in trust or otherwise controlled by the State.

9. "Natural Resource Damages" as used in this Settlement Agreement includes all claims arising from discharges from the August 23, 2005 Ash Basin 4 release that occurred at the Martins Creek Steam Electric Station, located at 6605 Foul Rift Road, Bangor, PA 18013-4857 and that are recoverable by the Department as natural resource damages for injuries to Natural Resources under the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq., the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., the Oil Pollution Act, 33 U.S.C. §§ 2701 et seq., the Clean Water Act, 33 U.S.C. §§ 1251 et seq., the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., or any other state or federal common law, statute, or regulation, and include:

- (a) The costs of assessing injury to Natural Resources and natural resource services by the Department's Office of Natural Resource Restoration (hereinafter ONRR), ONRR's oversight costs determined consistent with N.J.A.C. 7:26C-4.5, attorney's fees, consultants' and experts' fees, other litigation costs, and interest, incurred prior to the effective date of this Settlement Agreement; and
- (b) The compensation for restoration of, the lost value of, injury to, or destruction of Natural Resources and natural resource services.

10. Natural Resource Damages do not include, however:

- (a) Compliance with any statutory or regulatory requirement that is not within the definition of Natural Resource Damages;

11. Within thirty (30) calendar days after the Settling Parties' receipt of the executed Settlement Agreement from the Department, the Settling Parties' shall pay to the Department:

- (a) The sum of \$20,000.00 for the Department's ONRR assessment costs, the Department's Office of Natural Resource Restoration's oversight costs

determined consistent with N.J.A.C. 7:26C-4.5, attorneys' fees, consultants' and experts' fees, other litigation costs, and interest; and

- (b) The sum of \$353,050.00 as payment to the State of New Jersey (Department of Environmental Protection) for compensation for restoration of, the lost value of, injury to, or destruction of Natural Resources and natural resource services.

The Settling Parties' agree to make this payment by a cashier's or certified check payable to the "Treasurer State of New Jersey" and submit it to:

Chief
Department of Environmental Protection
Office of Natural Resource Restoration
Mail Code 501-01
P.O. Box 420
Trenton, New Jersey 08625-0420

12. Within sixty (60) calendar days after the Department's determination that the Settling Parties' have complied with all the requirements of this Settlement Agreement, the Department will issue a Release to the Settling Parties' consistent with Appendix A, which is attached hereto and made a part hereof.

13. This Settlement Agreement constitutes an administratively approved settlement within the meaning of N.J.S.A. 58:10-23.11 f.a.(2)(b) and 42 U.S.C. § 9613(f)(2) for the purpose of providing protection from contribution actions for Natural Resource Damages. The Settling Parties' have resolved their liability for Natural Resource Damages to the Department and shall not be liable for claims for contribution regarding matters addressed in this Settlement Agreement.

14. In any subsequent administrative or judicial proceeding initiated by the Department for injunctive relief, recovery of costs and/or damages, or other appropriate relief concerning the Property and not released herein, the Settling Parties' shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, the entire controversy doctrine or other defenses based upon any contention that the claims the Department raises in the subsequent proceeding were or should have been brought in this case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants set forth in this Settlement Agreement.

General Provisions

15. If the Settling Parties' fail to comply with paragraphs 11(a) and 11(b) above, the Department reserves its right to terminate this Settlement Agreement, withdraw its offer to settle the Natural Resource Damages as provided herein, not issue a release, and pursue any other actions.

16. The Settling Parties' agree to comply with this Settlement Agreement, which shall be fully enforceable as an Order in the New Jersey Superior Court pursuant to the Department's statutory authority.

17. No modification or waiver of this Settlement Agreement shall be valid except by written amendment to this Settlement Agreement duly executed by the Settling Parties' and the Department.

18. The Settling Parties' waive their rights to an administrative hearing concerning the entry of this Settlement Agreement.

19. This Settlement Agreement shall be governed and interpreted under the laws of the State of New Jersey.

20. This Settlement Agreement shall be binding, jointly and severally, on the Settling Parties' its successors, assignees and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity. No change in the ownership or corporate status of any party or the ownership of the Property shall alter any party's responsibilities under this Settlement Agreement.

21. This Settlement Agreement may be signed and dated in any number of counterparts, each of which shall be an original, and such counterparts shall together be one and the same Settlement Agreement.

22. This Settlement Agreement shall be effective upon the execution of this Settlement Agreement by the Department and the Settling Parties'.

23. The undersigned representative of the Settling Parties' certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to execute and legally bind the Settling Parties' to this Settlement Agreement.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Date: _____

By: _____
Rich Bornazian, Assistant Commissioner
Natural and Historic Resources

NEW JERSEY SPILL COMPENSATION FUND

Date: _____

By: _____
Anthony J. Farro, Administrator

PPL Generation, LLC and PPL Martins Creek, LLC

Date: _____

By: _____
Signature

Print Full Name Signed Above

Title

APPENDIX A

IN THE MATTER OF THE	:	
MARTINS CREEK STEAM	:	
ELECTRIC STATION	:	NATURAL RESOURCE DAMAGES
AND	:	SETTLEMENT RELEASE
PPL GENERATION, LLC AND	:	
PPL MARTINS CREEK, LLC	:	

1. PPL Generation, LLC is a limited liability corporation incorporated in the State of Delaware, with its principal offices at 2 North Ninth Street, Allentown, Pennsylvania, 18101-1179

2. PPL Martins Creek, LLC is a limited liability corporation incorporated in the State of Delaware, with its principal offices at 2 North Ninth Street, Allentown, Pennsylvania, 18101-1179

3. The discharges that are the subject of this Natural Resource Damages Settlement Agreement (hereinafter "Settlement Agreement") occurred at Ash Basin 4 at the Martins Creek Steam Electric Station, located at 6605 Foul Rift Road, Bangor, PA 18013-4857. Ash Basin 4 is located at Parcel No. G11-03-004 (Block 3, Lot 4) on the Lehigh/Northampton County Tax Map (hereinafter "Property").

4. The Department of Environmental Protection, the Commissioner of the Department of Environmental Protection, and the Administrator of the New Jersey Spill Compensation Fund (hereinafter "the Department") and PPL Generation, LLC and PPL Martins Creek entered into a Natural Resource Damages Settlement Agreement that became effective on [Fill in the date] to resolve PPL Generation, LLC's and PPL Martins Creek's potential natural resource damage liability to the State of New Jersey as described therein (hereinafter "Settlement Agreement").

5. PPL Generation, LLC and PPL Martins Creek have complied with the Settlement Agreement.

6. "Natural Resources" as used in this Natural Resource Damages Release includes all land, fish, shellfish, wildlife, biota, air, waters and other such resources owned, managed, held in trust or otherwise controlled by the State.

7. "Natural Resource Damages" as used in this Settlement Agreement includes all claims arising from discharges from the August 23, 2005 Ash Basin 4 release that occurred at

the Martins Creek Steam Electric Station, located at 6605 Foul Rift Road, Bangor, PA 18013-4857 and that are recoverable by the Department as natural resource damages for injuries to Natural Resources under the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq., the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., the Oil Pollution Act, 33 U.S.C. §§ 2701 et seq., the Clean Water Act, 33 U.S.C. §§ 1251 et seq., the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., or any other state or federal common law, statute, or regulation, and include:

(a) The costs of assessing injury to Natural Resources and natural resource services by the Department's Office of Natural Resource Restoration (hereinafter ONRR), ONRR's oversight costs determined consistent with N.J.A.C. 7:26C-4.5, attorney's fees, consultants' and experts' fees, other litigation costs, and interest, incurred prior to the effective date of this Settlement Agreement; and

(b) The compensation for restoration of, the lost value of, injury to, or destruction of Natural Resources and natural resource services.

10. Natural Resource Damages do not include, however:

(a) Compliance with any statutory or regulatory requirement that is not within the definition of Natural Resource Damages;

11. The Department fully and forever releases, covenants not to sue, and not to otherwise take administrative action against PPL Generation, LLC and PPL Martins Creek and its corporate officers, directors, employees, predecessors, parents, successors, and subsidiaries, for any and all of the Department's causes of actions for Natural Resource Damages.

Date: _____

By: _____
Rich Bornazian, Assistant Commissioner
Natural and Historic Resources

NEW JERSEY SPILL COMPENSATION FUND

Date: _____

By: _____
Anthony J. Farro, Administrator

PPL Generation, LLC and PPL Martins Creek, LLC

Date: _____

By: _____
Signature

Print Full Name Signed Above

Title

C

PUBLIC NOTICE OF PROPOSED SETTLEMENT - DELAWARE RIVER ASH SPILL
NATURAL RESOURCE DAMAGES

BETWEEN THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION,
THE PENNSYLVANIA FISH AND BOAT COMMISSION, TALEN GENERATION, LLC
AND MARTINS CREEK, LLC

LOWER MOUNT BETHEL TOWNSHIP, NORTHAMPTON COUNTY

Pursuant to Section 1113 of the Pennsylvania Hazardous Sites Cleanup Act, Act of October 18, 1988, P.L. 756, No. 108, 35 P.S. §§ 6020.101 - 6020.1305 ("HSCA"), 35 P.S. § 6020.1113, the Pennsylvania Department of Environmental Protection ("Department") hereby publishes Notice of a Proposed Settlement with Talen Generation, LLC, formerly known as PPL Generation, LLC, and Martins Creek, LLC, formerly known as PPL Martins Creek, LLC ("Settlors") of claims for natural resource damages associated with the ash spill from Ash Basin No. 4 at the PPL Martins Creek Steam Electric Station that began on August 23, 2005.

Settlors owned and operated the Martins Creek Steam Electric Station located in Lower Mount Bethel Township, Northampton County, PA ("Facility"). The Facility consisted, in part, of two coal fired electric generating units ("Units 1 and 2"), which were decommissioned on September 15, 2007. Ash from the coal combustion was mixed with water and piped to large open outdoor impoundments for settling. Water was then discharged from the impoundments to the Delaware River pursuant to a National Pollution Discharge Elimination System ("NPDES") permit from the Department.

On August 23, 2005, a wooden stop log in the discharge structure of Ash Basin No. 4 failed, causing an unpermitted and uncontrolled discharge of fly ash slurry from the Basin. Most of the fly ash slurry discharged directly into the Delaware River. Large amounts of fly ash slurry also ran across DePues Ferry Road, onto adjacent fields and into the Oughoughton Creek

The Department filed a lawsuit against the Settlors on November 18, 2005 as a result of the spill in which it asserted claims for, among other things, natural resource damages. Most of that lawsuit, with the exception of the Department's claims for natural resource damages, was resolved on May 20, 2008 through a Consent Decree between the Department, Settlors and a group of citizen intervenors. Notice of the proposed settlement was published in the Pennsylvania Bulletin on March 3, 2007 (*See* 37 Pa.B. 1050).

Following the entry of the Consent Decree, the Department, working in conjunction with members of a Natural Resource Damage Assessment Team ("NRDA Team"), currently comprised of the Pennsylvania Department of Environmental Protection, the New Jersey Department of Environmental Protection, the Pennsylvania Fish and Boat Commission ("PFBC") and the Delaware River Basin Commission acting as a consultant to the NRDA Team, prepared a report entitled, PPL Martins Creek Natural Resource Damage Assessment – Environmental Assessment and Restoration Plan ("NRDA Report"). The NRDA Report concluded that natural

resource damages resulted from the spill and cleanup process. It further concluded that dam removal and mussel restoration projects would provide sufficient compensation to the public for those damages.

The Department, along with the NRDA Team, are now proposing a settlement with the Settlers to resolve outstanding claims for natural resource damages through a Consent Order and Agreement ("CO&A"). The total settlement amount for Natural Resource Damages will be \$1,325,200.00. The proposed CO&A requires the following:

a. Within twenty (20) calendar days after Settlers' receipt of an executed CO&A from the Department and PFBC, Settlers shall pay to the DRBC the sum of \$902,150.00, which, in addition to the payment in paragraph b below, shall constitute the "Settlement Payment". The Settlement Payment shall be in full and complete settlement of claims against the Settlers for compensation for any damages to, and restoration of, the lost value of, injury to, or destruction of Natural Resources, as that term is defined in Section 103 of HSCA, 35 P.S. § 6020.103, and natural resource services. The Settlement Payment includes PPL's cash contribution toward dam removal projects in Pennsylvania. It also includes 15% for dam removal contingency fees, and \$50,000.00 for DRBC's administration fees. The Settlement Payment will be administered in accordance with a Letter Agreement between the Department, PFBC and DRBC. Any leftover funds remaining after implementation of the dam removal projects will be allocated based on the consensus of the PADEP and the PFBC.

b. Within twenty (20) calendar days after the Settlers' receipt of the executed CO&A from the Department, PPL shall also pay to the DRBC a separate sum of \$50,000.00 for a mussel restoration project(s). DRBC shall submit the details of a mussel restoration project(s) to the NRDA Team for approval. Once a mussel restoration project(s) is agreed upon by the NRDA Team members, the DRBC will implement the project(s). Any leftover funds remaining after implementation of the mussel restoration projects will be distributed based on the consensus of the NRDA Team members. DRBC will provide progress and general accounting reports to the NRDA Team on a quarterly basis within the first week of each calendar quarter. The progress and general accounting reports will be reviewed by the NRDA Team members.

The Settlers will also pay a separate fee of \$373,050.00 to the NJDEP for the benefit of New Jersey based restoration projects pursuant to a separate agreement with that agency.

Persons wishing to comment on the NRDA Report and proposed settlement are invited to submit comments to the Department's Northeast Regional Office within 60 days from the date of this public notice. Comments received within this 60-day period will be considered in the final determination regarding the proposed settlement. The Department may propose changes or choose not to agree to the proposed settlement if the comments received disclose facts or considerations which indicate that the proposed settlement is inappropriate, improper, or not in the public interest. After the public comment period, the Department shall file a response to significant written comments received or indicate that no such comments were received.

Commenters should include their name, address and a concise statement to inform the Regional Office of the exact basis of any comment, and the relevant facts upon which it is based. Comments may be submitted in writing to Colleen Connolly, Pennsylvania Department of Environmental Protection, 2 Public Square, Wilkes-Barre, PA 18701-1915. TDD users may contact the Department through the Pennsylvania Relay Services at 800-645-5984.

Copies of the NRDA Report and the proposed CO&A are available for review and copying at the following locations by contacting the telephone numbers below:

PA Dept. of Environmental Protection
Northeast Regional Office
2 Public Square
Wilkes-Barre, PA 18711-0790
(570) 826-2511

PA Dept. of Environmental Protection
Bethlehem District Office
4530 Bath Pike
Bethlehem, PA 18017
(610) 861-2070

Copies are also available on the Department's website by taking the following steps:

- go to the Department's website at, <http://www.depweb.state.pa.us>;
- click on "regional resources" in the left hand column;
- click on the Northeast Regional Office;
- click on "Community Information" in the upper right hand corner; and
- click on the PPL NRDA Report and PPL NRDA Consent Order and Agreement links.