

TLLRWDC #2-0233-00

**TEXAS LOW-LEVEL RADIOACTIVE WASTE
DISPOSAL COMPACT COMMISSION**

**Agreement for Importation of Nonparty Low-Level Radioactive Waste
For Disposal in the Texas Low-Level Radioactive Waste Disposal Compact Facility**

This Agreement for Importation of Nonparty Low-Level Radioactive Waste ("Agreement") is dated the 22nd of August 2019, by and between Wolf Creek Nuclear Operating Corporation ("Generator") and the Texas Low-Level Radioactive Waste Disposal Compact Commission ("Commission") (collectively the "Parties").

RECITALS

WHEREAS Texas is the host state for the Texas Low-Level Radioactive Waste Disposal Compact, an interstate compact approved by Congress in 1998 (Public Law 105-236) and compiled at Section 403.006, Texas Health and Safety Code ("Compact"), which requires the host state to develop a facility for the disposal of low-level radioactive waste generated within the Compact's party states (currently Texas and Vermont); and

WHEREAS in compliance with Texas law, the Texas Commission on Environmental Quality ("TCEQ") has leased land to and issued a license to Waste Control Specialists LLC ("Compact Facility Operator") to construct and operate a Compact Waste Disposal Facility ("Compact Facility") in Andrews County, Texas for the disposal of low-level radioactive waste for the Compact; and

WHEREAS the Texas Legislature has authorized the Compact Facility Operator to accept for disposal at the Compact Facility low-level radioactive waste from waste brokers and generators located outside of the Compact party states subject to approval by the TCEQ of the

waste characteristics and waste forms as set forth in the Compact Facility license and to the extent the acceptance of such imported waste does not diminish the disposal volume or Curie capacity available to Compact party states; and

WHEREAS Section 3.05(6) of the Compact authorizes the Commission to enter into an agreement with any person, state, regional body, or group of states for the importation of low-level radioactive waste into the Compact Facility for management or disposal subject to such conditions and restrictions to be included in the agreement as the Commission deems advisable and provided that the agreement receives a majority vote of the Commission; and

WHEREAS the Commission has processed and considered Generator's Application for Importation in accordance with Commission Rule 675.23 (31 Texas Administrative Code §675.23) and a majority of the members of the Commission approved the Application and voted to enter into this Agreement,

NOW, THEREFORE, Generator and the Commission hereby enter into the following Agreement:

AGREEMENT

ARTICLE I. REPRESENTATIONS AND WARRANTIES

- A. Generator represents and warrants that it has disclosed fully in its Application the existence of any unresolved violations pending against the Generator with any other regulatory agency with jurisdiction to regulate radioactive material.
- B. Generator represents and warrants that it has disclosed accurately in its Application the existence of any unresolved violation(s), complaint(s), unpaid fee(s), or past due report(s) that it has with the Commission.

- C. Generator represents and warrants that it has disclosed in its Application the existence of any unresolved violation(s), unpaid fee(s), or past due report(s) that it has with any other regulatory body with regard to radioactive waste, including, without limitation, the TCEQ.
- D. Generator specifically acknowledges and agrees that a misrepresentation with respect to an item listed in A, B, or C above may result in the immediate revocation of this Agreement.
- E. Generator represents and warrants that no waste of international origin shall ever be included in the materials to be shipped to the Compact Facility for disposal. Generator agrees that the inclusion of waste of international origin in a shipment may result in immediate suspension or revocation of this Agreement.
- F. Generator represents and warrants that it will notify the Commission immediately of any allegation of the violation of any law, rule, or regulation related to the shipment of any form of radioactive waste. Generator represents and warrants that it will report quarterly (on a calendar-year basis) to the Commission any confirmed violation of any law, rule, or regulation in any jurisdiction related to the shipment of any form of radioactive waste. Generator agrees that a failure to report quarterly to the Commission any confirmed violation by the Generator of any law, rule, or regulation related to the shipment of any form of radioactive waste may result in the immediate suspension of this Agreement.
- G. Generator represents and warrants its agreement that the Commission may, at any time and upon reasonable notice to Generator, audit or cause to be audited Generator's

compliance with this Agreement. Any portion of the audit involving business records shall be conducted during normal business hours. Generator agrees that a refusal to allow the Commission to audit or cause to be audited Generator's compliance with this Agreement after Generator has been provided reasonable notice may result in immediate suspension of this Agreement.

- H. Generator represents and warrants that it has sufficient financial capacity to perform its obligations under this Agreement and to comply with all relevant state and federal laws, rules, and regulations.

ARTICLE II. TERMS AND CONDITIONS OF IMPORT AUTHORIZATION

Pursuant to Section 3.05 (6) of the Compact, the Commission hereby authorizes the Generator to import to the Compact Facility for disposal nonparty low-level radioactive waste, in the form and amounts described in Item J below ("Generator's Nonparty Compact Waste"), subject to the terms and conditions set forth below and in Article I of this Agreement, all of which are agreed to by Generator.

- A. This Agreement shall remain in effect according to its terms from September 1, 2019 through August 31, 2020 unless it is amended by agreement of the Parties, or is revoked or suspended by the Commission. Generator agrees to provide to the Commission within 30 days after the end of each Facility operating year, the actual cubic feet and Curies disposed of by Generator during that particular Facility operating year. The Facility operational year ends on August 31.

B. Generator agrees to be bound by Section 8.03 of the Compact and shall be liable

for its own acts, omissions, conduct, and relationships in accordance with applicable law. charges for services performed for its customers/former customers (56/57) would require MRD to produce all of its financial records related to its business and nothing about the contents of these documents have anything to do with the issues in this lawsuit. Also, the contents of these documents would reveal proprietary and confidential information of MRD related to the identity and prices charges to its clients (that again have nothing to do with any of the issues in this suit).

C. Generator agrees that the Commission may revoke, suspend or amend this Agreement

with respect to future shipments, including by adding or deleting requirements, after 11. As it relates to Request for Production 45, 46 and 47 of Defendant Airoidi's Request for Production to MRD, the tax returns and financials of MRD contain having given notice to Defendant Airoidi of Generator's obligations not to release to the public and kept confidential by MRD. Also, the financial condition of MRD has no impact or is relevant to the issues in this lawsuit.

12. As it relates to Request for Production 52 of Defendant Airoidi's Request for Production to MRD, the sources of funds used by MRD to purchase its assets from Defendant Airoidi is not an issue or related in any way to the issues in this suit. If the Commission and the Generator are unable to reach an agreement on changes to be made, the Commission may terminate this Agreement. Even if the Commission

13. As it relates to Request for Production 61 of Defendant Airoidi's Request for Production to MRD, any client or customer list of MRD or any other documents containing information that Generator must not disclose and satisfy any outstanding obligations generated by shipments previously made pursuant to this Agreement. because this information is not released to the public and its value is derived from its generation, a competitor could take the information about MRD's clients and use it to gain an unfair competitive advantage by intentionally soliciting or contacting MRD's customers.

D. Generator agrees that a failure to comply with Items F and G of Article I of this

Request for Production from Defendant Johnson

Agreement may result in immediate suspension of this Agreement. Any revocation or

14. As it relates to Request for Production 3, 4, 6, 7, 8, and 9 of Defendant Johnson's Request for Production to MRD, these requests are identical to Requests 7, 8, 16, 17, 19 and 20 of Defendant Airoidi's Requests for Production; therefore, the statements related to those requests are applicable to Requests 3, 4, 6, 7, 8, and 9 such revocation or suspension to Generator by certified mail. The Agreement may be

reinstated with respect to future shipments at the discretion of the Commission after 15. As it relates to Request for Production 18 of Defendant Johnson's Request for Production to MRD, Defendant Johnson's request for bank statements showing payments to him would require MRD to produce documents that contain confidential and proprietary information related to its bank account numbers, transactions, and business methods and financial planning. Also, payments to

E. The Parties agree that the Commission may, in response to a written application from

Generator, cancel, suspend, or amend this Agreement with respect to future 16. As it relates to Request for Production 28, 29, 30 and 31 of Defendant Johnson's Request for Production to MRD, these requests are identical to Requests 44, 45, 46, and 47 of Defendant Airoidi's Requests for Production; therefore, the shipments, including by adding or deleting requirements. If the Parties are unable to

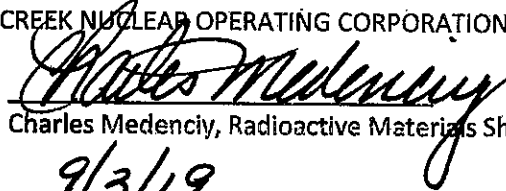
agree on amendments proposed by the Generator, the Commission may terminate this

Agreement. Even if the Commission terminates this Agreement, Generator must still satisfy any outstanding obligations related to shipments previously made pursuant to this Agreement.

- F. If the Commission acts with respect to Items C, D, or E immediately above, the Commission agrees to notify the Compact Facility Operator and the TCEQ of such acts.
- G. This Agreement is not assignable or transferable to any other person.
- H. This Agreement relates only to importation of waste for disposal in the Compact Facility, as the term "disposal" is defined in Section 2.01(4) of the Compact and provided for in Section 3.05(6) of the Compact. This Agreement is not to be construed as approval of importation of waste for management, as the term is defined in Section 2.01(11) of the Compact and provided for in Section 3.05(6) of the Compact.
- I. Generator agrees to comply with the rules related to commingling adopted by TCEQ in coordination with the Commission pursuant to Section 401.207(k), Texas Health and Safety Code, to the extent such rules apply.
- J. Description of Generator's Nonparty Waste approved for importation:
 - (a) Waste Volume (Cubic Feet): 1,500
 - (b) Waste Radioactivity in Curies: 300
 - (c) Place of origination (State or U.S. Territory) of waste: Kansas
 - (d) Waste description: Resin, Filters, and Dry Active Waste
 - (e) Waste classification (Class A, Class B, or Class C): Class A, B, C
 - (f) Waste form: Stable and Unstable
 - (g) Sealed Source: No

WOLF CREEK NUCLEAR OPERATING CORPORATION

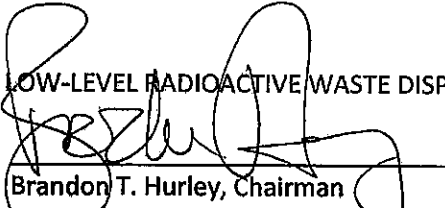
BY:


Charles Medenci, Radioactive Materials Shipper

9/3/19
Date

TEXAS LOW-LEVEL RADIOACTIVE WASTE DISPOSAL COMPACT COMMISSION

BY:


Brandon T. Hurley, Chairman

8/29/2019
Date