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ABZ
Engineering & Management Consulting

4451 Brookfield Corporate Drive, Suite 107
Chantilly, Virginia 20151
Telephone: (703) 631-7401
Fax: (703) 631-5282
www.abzinc.com

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Cindy Bladey
Chief, Rules, Announcements, and Directives Branch
Office of Administration, Mail Stop: 3WFN-06-A44M
U.S. Nuclear Regulatory Commission
Washington, DC 20555-0001

The purpose of this letter is to provide comments concerning the Crystal River Unit 3 Nuclear Generating Plant Post-Shutdown Decommissioning Activities Report, Docket 50-302, NRC-2013-0283.

1. The Crystal River PSDAR assumes that all fuel will be removed from the site by the end of 2036. However, the plant dismantlement activities consistent with the 10 CFR 50.2 definition of decommissioning, and for which the funds in the decommissioning trust fund are intended to be used, do not begin until 2067. This raises the following questions:
    a. Duke indicates the use of decommissioning trust funds for activities outside those defined as decommissioning in 50.2 is somehow allowed because of an affirmative statement made by the Florida Public Service Commission. Why is this acceptable in light of the 50.82(a)(8)(i)(A) limitation on the use of decommissioning trust fund assets for decommissioning activities as defined in 50.2?
    b. Prior to the start of substantial 50.2 dismantlement, over $265 million would be spent from the decommissioning trust fund. How is expending substantial trust fund assets prior to starting substantial license termination work consistent with the 50.82(a)(8)(i)(C) requirement that withdrawals from the trust fund should not inhibit the ability to fund the ultimate site release and license termination.
    c. The assumed removal of all fuel by 2036 is predicated on priority for shutdown plants. Why is this a reasonable assumption? If more plants shutdown between now and 2036 would this change the assumed date for all fuel being removed from Crystal River?
    d. The assumed removal of all fuel by 2036 is not a certainty, and is not even a particularly conservative assumption from the perspective of funding assurance. With the Duke assumption, the trust fund balance at the completion of all work is about $54 million. Given the Duke estimated costs associated with continued dry storage of spent fuel, a delay of 10 to 12 years would eliminate any surplus. Longer delays would result in insufficient funds for license termination and site release. Given the potential for funding shortfall, will Duke be required to provide

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some form of guarantee to cover any funding shortfall? Will the Florida Public Service Commission be required to provide some form of guarantee that Duke will be allowed to recover any funding shortfall from ratepayers? If neither of these types of guarantees are required, who will ultimately be responsible for covering any decommissioning funding shortfall?

   e. Is the purpose of the delay of license termination dismantlement work until 2067 only to allow the trust fund balance to grow? If not, what other purpose or reasons are there for delaying the dismantlement for over 30 years after the removal of all spent fuel from the site?

2. The PSDAR estimate of costs excludes about $94 million in ISFSI construction costs and it is indicated this approximately $94 million will not come from the decommissioning trust fund. Instead these funds are indicated to come from an agreement with the Florida Public Service Commission. Is the agreement that is the source of these funds an agreement to provide a source of a specific amount of funding? Alternatively, does the agreement provide for funding of a specific scope of work without a specific dollar amount? In either case, what provides assurance to the NRC that the scope of work included in the $94 million estimated cost will not ultimately require some funding from the decommissioning trust fund?
3. The TLG cost estimate that is the basis for the PSDAR estimated cost states that the Class A waste is based on the Duke life-of-the-plant agreement with Energy Solutions. Has the NRC reviewed this agreement and compared the cost in the decommissioning cost estimate with the provisions of the agreement, including provisions for contract modification, termination or price increases. This is particularly relevant because the dismantlement and disposal of waste is not planned to occur until more than 50 years in the future.
4. With respect to disposal of Class B and C waste, the underlying TLG cost study does not identify the specific burial rates. What are the specific rates and what is the basis for these rates?
5. With regard to all low level waste, what is the assumed cost escalation? What is the basis for this assumed escalation? How is this assumed cost escalation reflected in the assumed PSDAR 1.65 percent real rate of return for the decommissioning trust fund?
6. The cost estimate assumes a large fraction of the Class A waste is sent to a waste processor and disposed of at a substantially lower rate than other class A waste. What is the basis for the fraction of Class A waste assumed to be sent to a waste processor? What is the basis for the waste processor cost?

If you have any questions, please contact me at (703) 631-7401.

Sincerely,

Warren K Brewer

Warren K. Brewer
President