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April 13, 2018

United States Nuclear Regulatory Commission
Attn: Mr. Christopher Grossman, Project Manager
Office of Nuclear Material Safety and Safeguards
Decommissioning and Uranium Recovery Licensing Directorate
Mailstop T-7 E-18
Washington, DC 20555-0001

RE: Water Remediation Technology, LLC (WRT) Request for Financial Assurance License Condition Language for Renewal of United States Nuclear Regulatory Commission (NRC) License No. SUC-1591

Dear Mr. Grossman:

WRT, by its undersigned counsel of record, hereby submits this request for a revision to NRC License No. SUC-1591, Draft License Condition 33, in which NRC Staff requires that WRT provide a standby trust to accompany its financial assurance instrument for uranium removal systems either at public or private community water systems (CWS) or at other sites requiring uranium water treatment services. In December of 2016, WRT formally applied for renewal of NRC License No. SUC-1591 and provided NRC Staff with a detailed license renewal application and environmental report. As part of its license renewal package, WRT requested that NRC Staff continue its policy of requiring acceptable 10 CFR Part 40 financial assurance for its uranium removal systems accompanied by a standby trust agreement naming NRC as the intended third-party beneficiary in the case of licensee insolvency.

As a general matter, NRC Staff requires that a standby trust agreement be provided with any acceptable financial assurance mechanism due to the fact that NRC, as a federal agency, cannot directly accept funds from said financial assurance mechanism in the case of licensee insolvency due to the Miscellaneous Receipts Act where all monies received by federal agencies are to be deposited in the General Treasury pending appropriation by Congress. In light of this requirement, currently, NRC Staff's version of WRT's draft renewed license requires that:

“Before a uranium removal system becomes operational, WRT shall create a standby trust, acceptable to the NRC, for the uranium removal system located at a Client's facility. WRT shall obtain appropriate financial assurance

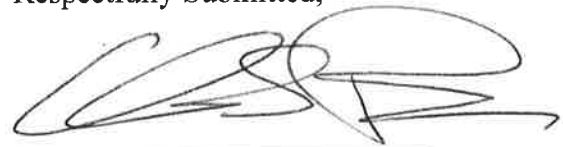
mechanisms for site-specific Client facilities before the uranium removal system becomes operational.”

Pursuant to previous discussions, WRT informed NRC Staff that its past dealings with Agreement State regulatory authorities have resulted in occasional preparation of standby trust agreements by the Client and not by WRT. As a result and given that preparation and submission of a standby trust either by WRT or the Client will result in satisfaction of NRC’s 10 CFR Part 40 regulations for financial assurance, WRT proposes the following new language for License Condition 33:

“Before a uranium removal system becomes operational, WRT shall create or cause to be created by the Client a standby trust, acceptable to the NRC, for the uranium removal system located at a Client’s facility. WRT shall obtain appropriate financial assurance mechanisms for site-specific Client facilities before the uranium removal system becomes operational.”

WRT believes that this revision to License Condition 33’s language will result in more flexibility for Client facilities and will not cause any undue impact to public health and safety or the environment. Further, this requested revision is authorized by law as NRC Staff’s financial assurance regulations and guidance do not have specific requirements for which entity can draft and provide the mandatory standby trust agreement for a given financial assurance instrument. Whether the Client or WRT provides the standby trust, NRC requirements will continue to be satisfied. Therefore, WRT respectfully requests that NRC Staff include the requested language in its renewed license. Thank you for your time and consideration in this matter and please feel free to contact me if you have any questions.

Respectfully Submitted,



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