



March 12, 2014

Texas Low-Level Radioactive Waste Disposal
Compact Commission
333 Guadalupe St #3-240
Austin, TX 78701

RE: Amendment request for 2014 Importation Agreement 2-0051-00

Dear Commissioners:

NextEra Energy, Point Beach Power Plant requests an amendment to increase the activity for I-129, decrease the total activity, and change Tc-99 and Depleted Uranium values.

We request the following changes:

I-129 from <MDA to 5E+07 nCi
Total Activity from 766 Ci to 500Ci
Tc-99 from 0 uCi to <MDA
Depleted Uranium from 0 to N/A

Please advise if you need any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gene F. LeClair".

Gene F. LeClair
Site Radioactive/Hazardous Waste Supervisor
920-755-6953

TLLRWDC# 2-0051-00

**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 21st day of November, 2013, by and between Nextera Energy Point Beach, LLC ("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 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 Generator has filed an Application for Importation of Nonparty Low-Level Radioactive Waste ("Application") with 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.

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), complaint(s), unpaid fee(s), or past due reports 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 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

upon reasonable notice audit or cause to be audited (if a portion of the audit involves business records, that portion of the audit shall be conducted during normal business hours) Generator's compliance with this Agreement. Generator agrees that a refusal to allow the Commission to audit or cause to be audited Generator's compliance with this Agreement upon 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 November 21, 2013 through August 31, 2014 unless, prior to an importation, it is amended by agreement of the Parties, revoked, or suspended by the Commission.
- 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.
- C. Generator agrees that under any circumstances the Commission with prior notice to the Generator may revoke, suspend, or amend this Agreement, including adding or deleting

requirements, on its own motion with respect to future shipments. The Generator will be given a reasonable time to review, respond, or make any changes necessary to comply with any additional requirements prior to the date the revocation, suspension, or amendments take effect. If the Commission and the Generator are unable to reach agreement on changes to be made, this Agreement may be terminated except that Generator must nevertheless satisfy any outstanding obligations related to prior shipments under this Agreement.

- D. Generator agrees that a misrepresentation with respect to Items A, B, or C of Article I of this Agreement may result in immediate revocation and that a failure to comply with Items F and G of Article I of this Agreement may result in immediate suspension of this Agreement effective on the date of the service of notice of such revocation or suspension to the Generator by certified mail. The Agreement may be reinstated with or without amendments at the discretion of the Commission after consideration of the response of the Generator.
- E. The Parties agree that the Commission may, in response to a written application from Generator, cancel, suspend, or amend this Agreement, including by adding or deleting requirements, with respect to future shipments. If the Parties are unable to agree on amendments proposed by the Generator, this Agreement may be terminated except that Generator must still satisfy any outstanding obligations related to prior shipments under this Agreement.
- F. If the Commission acts with respect to Items C, D, or E immediately above, in addition to providing notice to the Generator, the Commission agrees that it also will serve notice to

the Compact Facility Operator and to the TCEQ.

- G. This Agreement is not assignable or transferable to any other person.
- H. This Agreement relates only to importation of waste for disposal (as defined in Section 2.01 (4) of the Compact and as provided for in Section 3.05(6) of the Compact) in the Compact Facility and is not to be construed as approval of importation of waste for management (as defined in Section 2.01(11) of the Compact and as provided for in Section 3.05(6) of the Compact).
- I. Generator agrees to comply, to the extent that they are applicable, 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.
- J. Description of Generator's Nonparty Compact Waste approved for importation:
 - (a) Waste Volume (Cubic Feet): 16,000
 - (b) Waste Radioactivity in Curies: ~~766~~ ⁵⁰⁰
 - (c) Place of origination (State or U.S. Territory) of waste: WI
 - (d) Waste description: 4 Steam Generator Lower Assemblies (4,000 ft³/generator)
 - (e) Waste classification (Class A, Class B, or Class C): Class A
 - (f) Waste form: Unstable

(g) Radionuclides:

(1) C-14:	35,220	millicuries (mCi)
(2) Tc-99:	0 < MDA	microcuries (μ Ci)
(3) I-129:	0 50,000,000	nanocuries (nCi)
(4) Depleted Uranium:	0 N/A	microcuries (μ Ci)

(5) Concentration:

(h) Source of Generation:

(i) Scaled Source: No

NEXTERA ENERGY POINT BEACH, LLC

BY:

Gene F. LeClair Ant PLLC

Gene F. LeClair
Site Radioactive/Hazardous Waste Supervisor

1/16/2014 3/14/14
Date

TEXAS LOW-LEVEL RADIOACTIVE WASTE DISPOSAL COMPACT COMMISSION

BY:

Robert C. Wilson

Robert C. Wilson
Chairman

1/14/2014
Date

TEXAS LOW-LEVEL RADIOACTIVE WASTE DISPOSAL COMPACT COMMISSION

APPLICATION FOR IMPORTATION OF NONPARTY LOW-LEVEL RADIOACTIVE WASTE

(NOTE: PURSUANT TO SECTION 401.207(J), TEXAS HEALTH AND SAFETY CODE, THIS APPLICATION MUST BE COMPLETED BY APPROPRIATE REPRESENTATIVES OF THE DEPARTMENT OF DEFENSE OR THE GENERATOR OF THE WASTE UNLESS THE GENERATOR IS A SMALL GENERATOR AS DEFINED IN SECTION 675.23(0) OF THIS RULE, IN WHICH CASE THE APPLICATION MAY BE SUBMITTED BY AN APPROPRIATELY LICENSED BROKER)

1. Applicant Information:

Entity Name	<u>NextEra Energy Point Beach, LLC</u>
Cell Phone	<u>920-901-5196</u>
Website address	<u>http://www.nexteraenergyresources.com/what/nuclear_pointbeach.shtml</u>
Contact Person Phone	<u>Gene F LeClair</u>
Email	<u>Gene.f.leclair@nce.com</u>
Physical Address	<u>6610 Nuclear Rd, Two Rivers, WI 54241</u> <u>44.2811° N, 87.5367° W</u>
Mailing Address	<u>6610 Nuclear Rd. Two Rivers, WI 54241</u>

Is Applicant:

- Generator
 A Broker who is a: Licensed Waste Processor
 Licensed Waste Collector
 Department of Defense

(Notes: (1) An appropriately licensed Broker may act on behalf of a Small Generator only if each such generator is identified and written authorization from each such generator is provided as an attachment hereto. (2) While DoD Regulation 4715.6-R designates the Department of the Army as Executive Agent for disposal of low-level radioactive waste, the Commission will require that any agreement that it enters into in this regard be signed by both the Department of the Army as Executive Agent and the branch of the military that has generated the waste.)

Generator Type:

- Industrial
- Academic/Research
- Medical
- Utility
- Government

Is Applicant the entity responsible for the waste shipment? Yes No

If no, please include the name and contact information for the entity responsible for the waste shipment.

Is Waste from a "Small Generator"? Yes No

2. Term/Duration from Date of Approval: 1 year

3. Waste proposed for importation.

Waste Volume (Cubic Feet) 16,000
Waste Radioactivity in Curies ~~766~~ 500
Place of origination (State) of waste: Wisconsin
Waste description: 4 Steam Generator Lower Assemblies (4,000 ft³/generator)

Waste classification (Class A, Class B, Class A or Class C): Class A

Waste form Stable Unstable

Does waste contain any of the following radionuclides, check box(es) and complete blank(s):

<input checked="" type="checkbox"/>	C-14	<u>35,220 mCi</u>	millicuries (mCi)
<input checked="" type="checkbox"/>	Tc-99	<u><MDA</u>	microcuries (uCi)
<input checked="" type="checkbox"/>	I-129	<u><MDA</u>	nanocuries (nCi)
<input type="checkbox"/>	Depleted Uranium	<u>50,000,000</u>	microcuries (uCi)
<input type="checkbox"/>	Concentration	<u>N/A</u>	(provide units)
<input type="checkbox"/>	Source of generation		

4. Is the proposed waste a sealed source?
 No Yes | Please Explain: _____

5. Does Broker and/or Generator(s) have any unresolved violation(s), complaint(s), unpaid fee(s), or past due report(s) with the Texas Low-Level Radioactive Waste Disposal Compact Commission?

No Yes | Please Explain: _____

6. Does Broker and/or Generator(s) have any unresolved violation(s), complaint(s), unpaid fee(s), or past due report(s) pending with any other regulatory agency with jurisdiction to regulate radioactive material including, without limitation, the TCEQ?

No Yes | Please Explain: _____

7. Certifications. Applicant hereby certifies the following.

a. The information provided herein is complete, accurate and correct.

b. The low-level radioactive waste for which this Application is submitted will be packaged and shipped in accordance with applicable state and federal regulations and is acceptable for disposal at the Compact Facility.

c. The person submitting this Application is authorized by Applicant to commit Applicant to each and every obligation and condition set forth herein and in the Agreement for Importation of Nonparty Compact Waste. A copy of a written document containing such authorization must be attached to this Application.

d. Applicant has delivered to the Compact Facility operator a copy of this Application and the Agreement for Importation of Nonparty Compact Waste (along with any supplements or amendment thereto).

8. Authorized Signatory:

Gene F. LeClair

Print or type name

Signature

Site Radioactive/Hazardous Waste Supervisor

Title

9/27/2013

Date

ATTACHMENTS: (Attachments should include all applicable licenses, authorizations, and other materials needed or useful to fully explain the application.) ANNEX A TO RULE 675.23

TEXAS LOW-LEVEL RADIOACTIVE WASTE DISPOSAL

COMPACT COMMISSION

Agreement for Importation of Nonparty Low-Level Radioactive Waste

into Texas Low-Level Radioactive Waste Disposal Compact for Disposal

This Agreement for Importation of Nonparty Low-Level Radioactive Waste (“Agreement”) is dated _____, 20__, by and between [Generator] (“Generator”) and the Texas Low-Level Radioactive Waste Disposal Compact Commission (“Commission”) (collectively the “Parties”).

I. RECITALS

WHEREAS Texas is the host state for the Texas Low-Level Radioactive Waste Disposal Compact (“Compact”), which requires the state to develop a facility for the disposal of low-level radioactive waste generated within the Compact’s party states; and

WHEREAS in compliance with the Compact and with state law, the Texas Commission on Environmental Quality (“TCEQ”) 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 generators located outside of the Compact party states in accordance with 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 Chapter 403, Section 3.05(6) of the Texas Health and Safety Code 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 for management or disposal, provided that the agreement receives a majority vote of the Commission; and

WHEREAS the Texas Legislature has established additional terms and conditions in Chapter 401 of the Texas Health & Safety Code that if satisfied ensure that the importation of low-level radioactive waste will be in the State’s public interest; and

WHEREAS Generator has filed an Application for Importation of Nonparty Low-Level Radioactive Waste (“Application”) with the Commission; and

WHEREAS the Commission has processed and considered Generator's Application in accordance with applicable requirements, and a majority of the members of the Commission approved the Application and voted to enter into this Agreement; and

WHEREAS in voting to approve Generator's Application and to enter into this Agreement, the Commission considered all relevant statutory and regulatory considerations, including, but not limited to: (a) the volume, type, physical form, and total activity (radionuclide-specific activity, if needed) of the waste proposed for importation as identified in the Application; (b) the policy and purpose of the Compact; (c) the existence of unresolved violations pending against Generator with any other regulatory agency with jurisdiction to regulate radioactive material, and any comments by the regulatory agency with which Generator has unresolved violations; (d) any unresolved violation, complaint, unpaid fee, or past due report that Generator has with the Commission; (e) whether, by acceptance of this waste for disposal, the Compact Facility will remain below the applicable annual and total volume and curie capacity disposal limits set forth in Sections 401.207(c), (e-1) (if applicable), and (f)(1) of the Texas Health and Safety Code; and (f) other factors that the Commission has deemed relevant to carry out the policy and purpose of the Compact and Chapters 401 and 403 of the Texas Health and Safety Code.

II. Representations and Acknowledgements

WHEREAS The Generator represents and acknowledges the following:

- A. The generator has disclosed in its Application for Importation the existence of unresolved violations pending against the applicant with any other regulatory agency with jurisdiction to regulate radioactive material.**
- B. The generator has disclosed in its Application for Importation the existence of any unresolved violation(s), complaint(s), unpaid fee(s), or past due report(s) that the applicant has with the Commission.**
- C. The generator has disclosed in its Application for Importation the existence of any unresolved violation(s), complaint(s), unpaid fee(s), or past due reports that the applicant has with any other regulatory body, including, without limitation, the TCEQ.**
- D. The generator acknowledges that a misrepresentation with respect to an item listed in A, B, or C may result in the cancellation of the agreement.**
- E. The generator acknowledges the obligation to report immediately to the Commission any allegation of the violation of any law, rule or regulation related to the storage, shipment or treatment of any form of radioactive material.**
- F. The generator acknowledges the right of the Commission to audit or cause to be audited compliance with the agreement.**
- G. The generator affirms that no waste of international origin shall ever be included in the materials to be imported to the Compact facility.**

III. AGREEMENT

NOW, THEREFORE, in the exercise of its authority under Chapter 403 of the Texas Health and Safety Code, the Commission hereby authorizes the importation of Generator's nonparty low-level radioactive waste, in the form and amounts described below ("Generator's Nonparty Compact Waste"), subject to the following terms and conditions.

- A. This Agreement shall remain in effect from _____ through _____ unless amended by agreement of the Parties, or revoked by the Commission prior to importation.
- B. Generator agrees to comply with Chapter 403, Section 8.03 of the Texas Health and Safety Code and shall be liable for its own acts, omissions, conduct, and relationships in accordance with applicable law.
- C. The Commission may, on its own motion or in response to a petition by the Generator for amendment of this Agreement for which prior written notice has been given to Generator and the Compact Facility Operator, revoke this Agreement, or add or delete requirements or limitations to this Agreement, provided that the Commission provides a reasonable time to allow the Generator and the Compact Facility Operator to make the changes necessary to comply with any additional requirements imposed by the Commission.
- D. This Agreement is not assignable or transferable to any other person.
- E. This Agreement is subject to receipt by the Compact Facility Operator of written certification from the TCEQ, prior to the acceptance of Generator's Nonparty Compact Waste, that the waste to be imported is authorized for disposal under the Compact Facility licensee.
- F. The applicant agrees to comply to the extent applicable 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
- G. The waste is described below:

Waste Volume (Cubic Feet)	16,000 (4,000 each)
Waste Radioactivity in Curies	766 500
Place of origination (State) of waste:	Wisconsin
Waste description:	4 Steam Generator Lower Assemblies

Waste classification (Class A, Class B, Class A or Class C): _____

Waste form

Stable

Unstable

Does waste contain any of the following radionuclides, check box(es) and complete blank(s):

<input checked="" type="checkbox"/>	C-14	35,220	millicuries (mCi)
<input checked="" type="checkbox"/>	Tc-99	<MDA	microcuries (uCi)
<input checked="" type="checkbox"/>	I-129	<MDA 20 50,000,000	nanocuries (nCi)
<input type="checkbox"/>	Depleted Uranium	N/A	microcuries (uCi)
<input type="checkbox"/>	Concentration		(provide units)
<input type="checkbox"/>	Source of generation		

[GENERATOR]

BY: Gene F LeClair

Gene F LeClair *Gene F LeClair* 3/14/14

Name

Site Radioactive/Hazardous Waste Supervisor

Title

TEXAS LOW-LEVEL RADIOACTIVE WASTE DISPOSAL COMPACT COMMISSION

BY: _____

Name

Title