



Scott E. State
CEO
NorthStar Group Services, Inc.
370 7th Avenue, Suite 1803
New York, NY 10001

Phone (212) 951-3660
Fax (212) 951-8923
www.northstar.com

10 CFR 50.80
10 CFR 50.90
10 CFR 72.50

June 28, 2018

ATTN: Document Control Desk
U.S. Nuclear Regulatory Commission
Washington, DC 20555-0001

SUBJECT: Supplemental Response to Request for Additional Information Regarding the Request for Direct and Indirect License Transfers from Entergy to NorthStar (EPID No. L-2017-LLM-0002)
Vermont Yankee Nuclear Power Station
License No. DPR-28
Docket Nos. 50-271 and 72-59

- REFERENCES:
1. Letter, Entergy Nuclear Operations, Inc. to USNRC, "Application for Order Consenting to Direct and Indirect Transfers of Control of Licenses and Approving Conforming License Amendment and Notification of Amendment to Decommissioning Trust Agreement," BVY 17-005, dated February 9, 2017 (ML17045A140)
 2. Letter, Entergy Nuclear Operations, Inc. to USNRC, "Supplemental Information Regarding Application for Order Consenting to Direct and Indirect Transfers of Control of Licenses and Approving Conforming License Amendment and Notification of Amendment to Decommissioning Trust Agreement," BVY 17-027, dated August 22, 2017 (ML17234A141)
 3. Letter, Entergy Nuclear Operations, Inc. to USNRC, "Response to Request for Additional Information Regarding the Request for Direct and Indirect License Transfers from Entergy to NorthStar," BVY 17-043, dated December 4, 2017 (ML17339A896)
 4. Letter, NorthStar Group Services, Inc. to USNRC, "Supplemental Response to Request for Additional Information Regarding the Request for Direct and Indirect License Transfers from Entergy to NorthStar," dated December 22, 2017 (ML18009A459)
 5. March 2, 2018 Vermont Yankee Settlement Agreement (ML18066A044)
 6. Letter, USNRC to Entergy Nuclear Operations, Inc., "Vermont Yankee Nuclear Power Station - Request for Additional Information Regarding the Request for Direct and Indirect License Transfers from Entergy to

NorthStar (EPID No. L-2017-LLM-0002),” dated April 5, 2018 (ML18045A817)

7. Letter, NorthStar Group Services, Inc. to USNRC, “Response to Request for Additional Information Regarding the Request for Direct and Indirect License Transfers from Entergy to NorthStar,” BVY 18-016, dated May 21, 2018 (ML18142B193)
8. Letter, NorthStar Group Services, Inc. to USNRC, “Request for Exemption from 10 CFR 50.82(a)(8)(i)(A) (EPID No. L-2017-LLM-0002),” BVY 18-023, dated May 25, 2018 (ML18150A315)

Dear Sir or Madam:

This “Supplemental Response to Request for Additional Information Regarding the Request for Direct and Indirect License Transfers” is submitted by NorthStar Group Services, Inc. (NorthStar), on behalf of itself, Entergy Nuclear Vermont Yankee, LLC (ENVY), which is to be renamed NorthStar Vermont Yankee, LLC (NorthStar VY), NorthStar Nuclear Decommissioning Company, LLC (NorthStar NDC) and Entergy Nuclear Operations, Inc. (ENOI).

By letter dated February 9, 2017, ENOI, ENVY, and NorthStar NDC (together, Applicants) submitted an application for consent to the direct and indirect license transfers of Renewed Facility Operating License No. DPR-28 for Vermont Yankee Nuclear Power Station (VY) and the general license for the VY Independent Spent Fuel Storage Installation (ISFSI) from ENOI and ENVY to NorthStar NDC and NorthStar VY (Reference 1, as supplemented by Reference 2). Specifically, the Applicants requested the U.S. Nuclear Regulatory Commission’s (NRC) written consent to the direct transfer of ENOI’s licensed authority to NorthStar NDC, and to the indirect transfer of control of ENVY’s licenses to NorthStar Decommissioning Holdings, LLC, and its parents, in accordance with Section 184 of the Atomic Energy Act, and Title 10 of the Code of Federal Regulations (CFR), sections 10 CFR 50.80 and 10 CFR 72.50.

In Reference 7, Applicants responded to NRC’s Requests for Additional Information dated April 5, 2018 (ML18045A817). NorthStar provided a revised Form of Financial Support Agreement in the amount of \$140 million as Enclosure 6 to Attachment 2. NorthStar has further revised the language in Section 3 of the Form of Financial Support Agreement, and it therefore is providing a revised Form of Financial Support Agreement as Attachment 1 to this letter.

In Reference 7 as Enclosures 1-3 of Attachment 2, Applicants provided annual cash flow analyses in response to RAI-1. NorthStar now anticipates the possibility of alternative tax treatment that might impact the assumed opening trust balances reflected in these analyses. Attachment 2 to this letter provides further information regarding NorthStar’s revised assumptions, and it also includes updates to Enclosures 1-3 to reflect the revised assumptions.

Reference 8 included a cash flow analysis to support the exemption request that was identical to Enclosure 1 of Attachment 2 in the Reference 7. The updated Enclosure 1 to Attachment 2 to this letter should be substituted for the analysis provide in Reference 8.

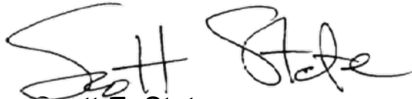
This letter contains no new regulatory commitments.

In the event that the NRC has any questions about the transactions described in this letter or wishes to obtain any additional information, please contact Coley Chappell of ENOI at

802-451-3374, or contact Gregory G. DiCarlo of NorthStar Group Services, Inc. at 203-222-0584 x3051 or GDiCarlo@NorthStar.com.

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 28, 2018.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott E. State". The signature is written in a cursive, somewhat stylized font.

Scott E. State
CEO

Attachment: 1. Form of Financial Support Agreement

cc: 2. Supplemental Response to RAI-1

Regional Administrator, Region 1
U.S. Nuclear Regulatory Commission
2100 Renaissance Blvd, Suite 100
King of Prussia, PA 19406-2713

Mr. Jack D. Parrott, Sr. Project Manager
Office of Nuclear Material Safety and Safeguards
U.S. Nuclear Regulatory Commission
Mail Stop T-5A10
Washington, DC 20555

Ms. June Tierney, Commissioner
Vermont Department of Public Service
112 State Street – Drawer 20
Montpelier, Vermont 05602-2601

Attachment 1

Vermont Yankee Nuclear Power Station

Form of Financial Support Agreement

**SUPPORT AGREEMENT BETWEEN
NORTHSTAR GROUP SERVICES, INC. AND
NORTHSTAR VERMONT YANKEE, LLC**

THIS SUPPORT AGREEMENT (this “Agreement”), dated as of June 28, 2018, is made by and between NorthStar Group Services, Inc., a Delaware corporation (“Parent”), and NorthStar Vermont Yankee, LLC a Delaware limited liability company f/k/a Entergy Nuclear Vermont Yankee, LLC (the “Subsidiary”).

WITNESSETH:

WHEREAS, Parent is the indirect owner of 100% of the outstanding interests in the Subsidiary;

WHEREAS, the Subsidiary owns the Vermont Yankee Nuclear Power Station, located in Vernon, Vermont (“VYNPS”), Renewed Facility Operating License No. DPR-28 on the basis of which the Subsidiary and NorthStar Nuclear Decommissioning Company, LLC, a Delaware limited liability company, under the ownership of Parent, are authorized to own, possess maintain and decommission the VYNPS facilities and nuclear material (the “NRC License”); and

WHEREAS, Parent and the Subsidiary desire to take certain actions to assure the Subsidiary’s ability to pay the expenses of maintaining and decommissioning VYNPS safely and protecting the public health and safety and to meet Nuclear Regulatory Commission (“NRC”) and State of Vermont requirements until the NRC License is terminated and site restoration under state-law requirements is complete (collectively, the “Decommissioning Costs”).

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. *Availability of Funding; Use of Proceeds.* From time to time, upon request of the Subsidiary, Parent shall provide or cause to be provided to the Subsidiary such funds as the Subsidiary determines to be necessary to pay the Decommissioning Costs; provided, however, in any event the aggregate amount which Parent is obligated to provide under this Agreement shall not exceed \$140 million.
2. *No Guarantee to Third Parties.* Without limiting the obligation set forth in paragraph 1, this Support Agreement is not, and nothing herein contained, and no action taken pursuant hereto by Parent shall be construed as, or deemed to constitute, a direct or indirect guarantee by Parent to any third party (other than the NRC and the Vermont Public Utility Commission) of the payment of the Decommissioning Costs or of any liability or obligation of any kind or character whatsoever of the Subsidiary. This Agreement may, however, be relied upon by

the NRC as a parental guarantee in determining the financial qualifications of the Subsidiary to hold the NRC License, including funding the costs associated with the spent fuel management program, and by the Vermont Public Utility Commission as a parental guarantee in determining financial assurance for the completion of decommissioning and site restoration.

3. *Waivers.* Parent hereby waives any failure or delay on the part of the Subsidiary in asserting or enforcing any of its rights or in making any claims or demands hereunder.
4. *Amendments and Termination.* This Agreement may not be amended or modified at any time without 30 days' prior written notice to the NRC, the Vermont Department of Public Service, the Vermont Agency of Natural Resources, and the Vermont Attorney General's Office. This Agreement shall terminate at such time as Parent or any affiliate is no longer the direct or indirect owner of any of the shares or other ownership interests in the Subsidiary. This Agreement shall also terminate with respect to the Decommissioning Costs at such time as the NRC License is terminated for all areas of the VYNPS site and the Vermont Agency of Natural Resources has determined that site restoration is complete.
5. *Successors.* This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
6. *Third Parties.* Except as expressly provided in Sections 2 and 4 with respect to the NRC, the Vermont Public Utility Commission, the Vermont Department of Public Service, the Vermont Agency of Natural Resources, and the Vermont Attorney General's Office, this Agreement is not intended for the benefit of any person other than the parties hereto, and shall not confer or be deemed to confer upon any other such person any benefits, rights, or remedies hereunder.
7. *Governing Law.* This Agreement shall be governed by the laws of the State of Delaware.
8. *Subsidiary Covenants.* The Subsidiary shall take no action to (a) cause Parent, or its successors and assigns, to void, cancel or otherwise modify its \$140 million support commitment hereunder; (b) cause Parent to fail to perform its commitments hereunder or (c) impair Parent's performance hereunder, or remove or interfere with the Subsidiary's ability to draw upon Parent's commitment, in each case, without the prior written consent of the NRC's Director of the Office of Nuclear Reactor Regulation. Further, the Subsidiary shall inform the NRC in writing any time that it draws upon the \$140 million commitment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NorthStar Group Services, Inc.

By:

Name:

Title:

NorthStar Vermont Yankee, LLC

By:

Name: Scott E. State

Title:

Attachment 2

Vermont Yankee Nuclear Power Station

Supplemental Response to RAI-1

Supplemental Response:

The cash flow analyses previously provided as Enclosures 1-3 of Attachment 2 to Reference 7 are consistent with the expected opening balance of the trust fund, beginning with a transfer completed at the end of 2018 and with work commencing January 1, 2019. However, NorthStar is providing revised cash flow analyses that reflect a more conservative potential scenario, where trust fund income taxes would be paid prior to closing the transaction, as opposed to after the transaction closing, as currently contemplated. Under this more conservative scenario, the opening trust fund balance would be reduced from \$513.35 million to \$487.89 million.

As NorthStar previously indicated in its Responses to RAIs (Reference 7), Entergy and NorthStar have agreed to contribute \$30 million collectively to an escrow account at the time of the transaction closing. Consistent with requirements for the prepayment method of financial assurance pursuant to 10 CFR 50.75(e)(i), the escrow account will be segregated from the licensee assets and outside the administrative control of the licensee and its subsidiaries or affiliates and will contain cash or liquid assets that will produce earnings. Alternatively, the escrow account may be considered an equivalent form of financial assurance pursuant to 10 CFR 50.75(e)(vi).

Accordingly, NorthStar is providing revised cash flow analyses that reflect the availability of the \$30 million escrow account funds (subject to the restrictions on the use of those funds in paragraphs 2(c) and 4 of the Vermont Settlement Agreement (Reference 5)), at the time the Licenses are transferred, so that the assumed combined opening balance of available funds in the trust fund and the escrow account under the more conservative scenario would be \$517.89 million (i.e., \$487.89 million + \$30 million). Updates to Enclosures 1-3 of Attachment 2 to Reference 7 are provided as **Enclosures 1-3** to this letter.

In addition, NorthStar notes that further sources of funding will be available to NorthStar VY that have not been incorporated into the cash flow analyses. For example, NorthStar has committed to make further contributions to the escrow account of an additional \$25 million, which are expected to be completed by 2024, consistent with paragraph 2(c) of the Vermont Settlement Agreement (Reference 5).

Also, pursuant to paragraph 3(a) of the Vermont Settlement Agreement (Reference 5), NorthStar will have a \$60 million trust account for site restoration costs prior to the transfer of the Licenses, which is more than double NorthStar's estimated site restoration costs (approximately \$25 million). Once partial site release and partial site restoration are complete in 2027, NorthStar would seek the required approvals and consents necessary to obtain release of the projected excess funds in the site restoration subaccount. Even if site restoration costs are \$10 million (40%) higher than estimated, and assuming all necessary approvals and consents are obtained, NorthStar conservatively projects that it would be able to access at least \$25 million in funds released from the site restoration subaccount in 2027.

Finally, it should be noted that the projected license termination (radiological decommissioning) costs in column 1 of Enclosures 1 through 3 include \$50 million of contingency. Along with the absence of any credit given to DOE recoveries, these analyses are therefore very conservative.

Enclosures to Attachment 2

Enclosure 1 – Cash Flow Analysis (License Termination Plus \$20 million for Spent Fuel)

Enclosure 2 – Cash Flow Analysis (2019-2052 With Expected DOE Recoveries)

Enclosure 3 – Cash Flow Analysis (2019-2030 Without Expected DOE Recoveries)

NorthStar Nuclear Power Station - Prompt D&D Methodology

Annual Cash Flow Analysis - Total License Termination, Spent Fuel Management less Dry Fuel Costs

(In Thousands of Period of Performance Dollars)

Base Case NDT Model - \$20M Spent Fuel Management Withdrawals								
Year	Column 1 50.75 License Termination Cost	Column 2 50.54 (bb) Spent Fuel Management Cost (1) (2)	Column 3 Total Withdrawals (Sum of Columns 1-2)	Column 4 Beginning of Year Trust + Escrow Fund Balance (3)	Column 5 Total Withdraws	Column 6 DOE Recovery	Column 7 Trust Fund Earnings (4)	Column 8 Year Ending Trust Fund Balance
2019	66,672	9,241	75,913	517,890	(75,913)	0	8,840	450,817
2020	65,612	6,141	71,753	450,817	(71,753)	0	7,581	386,645
2021	69,745	4,241	73,986	386,645	(73,986)	0	6,253	318,912
2022	78,438	377	78,815	318,912	(78,815)	0	4,802	244,899
2023	87,519	-	87,519	244,899	(87,519)	0	3,148	160,528
2024	76,253	-	76,253	160,528	(76,253)	0	1,685	85,960
2025	41,369	-	41,369	85,960	(41,369)	0	892	45,483
2026	9,390	-	9,390	45,483	(9,390)	0	722	36,815
2027	0	-	0	36,815	0	0	736	37,551
2028	0	-	0	37,551	0	0	751	38,302
2029	0	-	0	38,302	0	0	766	39,068
2030	0	-	0	39,068	0	0	781	39,849
2031	0	-	0	39,849	0	0	797	40,646
2032	0	-	0	40,646	0	0	813	41,459
2033	0	-	0	41,459	0	0	829	42,289
2034	0	-	0	42,289	0	0	846	43,134
2035	0	-	0	43,134	0	0	863	43,997
2036	0	-	0	43,997	0	0	880	44,877
2037	0	-	0	44,877	0	0	898	45,774
2038	0	-	0	45,774	0	0	915	46,690
2039	0	-	0	46,690	0	0	934	47,624
2040	0	-	0	47,624	0	0	952	48,576
2041	0	-	0	48,576	0	0	972	49,548
2042	0	-	0	49,548	0	0	991	50,539
2043	0	-	0	50,539	0	0	1,011	51,549
2044	0	-	0	51,549	0	0	1,031	52,580
2045	0	-	0	52,580	0	0	1,052	53,632
2046	0	-	0	53,632	0	0	1,073	54,705
2047	0	-	0	54,705	0	0	1,094	55,799
2048	0	-	0	55,799	0	0	1,116	56,915
2049	0	-	0	56,915	0	0	1,138	58,053
2050	0	-	0	58,053	0	0	1,161	59,214
2051	0	-	0	59,214	0	0	1,184	60,398
2052	3,454	-	3,454	60,398	(3,454)	0	1,139	58,083
2053								
	498,452	20,000	518,452	517,890	(518,452)	0	58,645	58,083

518,452

Footnotes:

(1) Annual Spent ISFSI Operations Costs

(2) ISFSI Costs Paid from NDT limited to \$20 million

(3) Beginning NDT + Escrow Account Balance of \$517.890 million calculated as follows:

Minimum NDT pre-tax balance required pursuant to MIPA/DCAA	538,350
Less: Site Restoration Trust	(25,000)
Less: Est. Tax on Unrealized Gains Paid @ Closing	(25,460)
Plus: Escrow Account at Closing pursuant to VT MOU	30,000 (\$20,000 Entergy; \$10,000 NorthStar)
Beginning Balance at Closing	517,890

(4) 2% annual earnings rate

NorthStar Nuclear Power Station - Prompt D&D Methodology								
Annual Cash Flow Analysis - Total License Termination, Spent Fuel Management less Dry Fuel Costs								
(In Thousands of Period of Performance Dollars)			Base Case NDT Model - with DOE Standard Contract Spent Fuel Management Cost Recoveries					
Year	Column 1 50.75 License Termination Cost	Column 2 50.54 (bb) Spent Fuel Management Cost (1)	Column 3 Total Withdrawals (Sum of Columns 1-2)	Column 4 Beginning of Year Trust + Escrow Fund Balance (2)	Column 5 Total Withdraws	Column 6 DOE Recovery (3) (4) (5)	Column 7 Trust Fund Earnings (6)	Column 8 Year Ending Trust Fund Balance
2019	66,672	9,241	75,913	517,890	(75,913)	0	8,840	450,817
2020	65,612	6,141	71,753	450,817	(71,753)	0	7,581	386,645
2021	69,745	4,241	73,986	386,645	(73,986)	0	6,253	318,912
2022	78,438	4,241	82,679	318,912	(82,679)	0	4,725	240,958
2023	87,519	4,241	91,760	240,958	(91,760)	10,000	3,184	162,382
2024	76,253	4,241	80,494	162,382	(80,494)	21,205	2,062	105,154
2025	41,369	8,657	50,026	105,154	(50,026)	4,241	1,187	60,557
2026	9,390	5,104	14,494	60,557	(14,494)	8,657	1,094	55,814
2027	0	9,276	9,276	55,814	(9,276)	5,104	1,033	52,676
2028	0	9,276	9,276	52,676	(9,276)	9,276	1,054	53,729
2029	0	9,276	9,276	53,729	(9,276)	9,276	1,075	54,804
2030	0	9,276	9,276	54,804	(9,276)	9,276	1,096	55,900
2031	0	9,276	9,276	55,900	(9,276)	9,276	1,118	57,018
2032	0	9,276	9,276	57,018	(9,276)	9,276	1,140	58,158
2033	0	9,276	9,276	58,158	(9,276)	9,276	1,163	59,321
2034	0	9,276	9,276	59,321	(9,276)	9,276	1,186	60,508
2035	0	9,276	9,276	60,508	(9,276)	9,276	1,210	61,718
2036	0	9,276	9,276	61,718	(9,276)	9,276	1,234	62,952
2037	0	9,276	9,276	62,952	(9,276)	9,276	1,259	64,211
2038	0	9,276	9,276	64,211	(9,276)	9,276	1,284	65,495
2039	0	9,276	9,276	65,495	(9,276)	9,276	1,310	66,805
2040	0	9,276	9,276	66,805	(9,276)	9,276	1,336	68,141
2041	0	9,276	9,276	68,141	(9,276)	9,276	1,363	69,504
2042	0	9,276	9,276	69,504	(9,276)	9,276	1,390	70,894
2043	0	9,276	9,276	70,894	(9,276)	9,276	1,418	72,312
2044	0	9,276	9,276	72,312	(9,276)	9,276	1,446	73,759
2045	0	9,276	9,276	73,759	(9,276)	9,276	1,475	75,234
2046	0	9,276	9,276	75,234	(9,276)	9,276	1,505	76,738
2047	0	9,276	9,276	76,738	(9,276)	9,276	1,535	78,273
2048	0	9,276	9,276	78,273	(9,276)	9,276	1,565	79,839
2049	0	9,276	9,276	79,839	(9,276)	9,276	1,597	81,435
2050	0	9,276	9,276	81,435	(9,276)	9,276	1,629	83,064
2051	0	9,276	9,276	83,064	(9,276)	9,276	1,661	84,725
2052	3,454	9,807	13,261	84,725	(13,261)	9,276	1,615	82,355
2053				82,355	0	9,807	1,843	94,005
	498,452	287,802	786,254	517,890	(786,254)	290,902	71,467	94,005

Footnotes: (1) Annual Spent ISFSI Operations Costs

(2) Beginning NDT + Escrow Account Balance of \$517.890 million calculated as follows:

Minimum NDT pre-tax balance required pursuant to MIPA/DCAA	538,350	
Less: Site Restoration Trust	(25,000)	
Less: Est. Tax on Unrealized Gains Paid @ Closing	(25,460)	
Plus: Escrow Account at Closing pursuant to VT MOU	30,000	(\$20,000 Entergy; \$10,000 NorthStar)
Beginning Balance at Closing	517,890	

(3) \$10 million DOE Round 3 Claim Recovery in 2023

(4) \$21.205 million DOE Recovery in 2024 is for Round 4 claim (2019 thru 2023 @\$4.241 million/year)

(5) 2025 thru 2031 DOE Recoveries based on annual claims paid by DOE pursuant to post litigation Settlement Agreement

(6) 2% annual earnings rate

NorthStar Nuclear Power Station - Prompt D&D Methodology

Annual Cash Flow Analysis - Total License Termination, Spent Fuel Management less Dry Fuel Costs

(In Thousands of Period of Performance Dollars)

Base Case NDT Model - \$20M Spent Fuel Management Withdrawals - 2030 Fuel Pick-up										
Year	Column 1 50.75 License Termination Cost	Column 2 50.54 (bb) Spent Fuel Management Cost (1)	Column 4 Spent Fuel Management Paid by Support Agreement (2)	Column 5 Total Withdrawals (Sum of Columns 1-3)	Column 6 Beginning of Year Trust + Escrow Fund Balance (3)	Column 7 Total Withdraws	Column 8 DOE Recovery	Column 9 Trust Fund Earnings (4)	Column 10 Year Ending Trust Fund Balance	Column 11 \$140M Support Agreement Funding by NorthStar (5)
2019	66,672	9,241		75,913	517,890	(75,913)	0	8,840	450,817	0
2020	65,612	6,141		71,753	450,817	(71,753)	0	7,581	386,645	0
2021	69,745	4,241		73,986	386,645	(73,986)	0	6,253	318,912	0
2022	78,438	4,241	(3,864)	78,815	318,912	(78,815)	0	4,802	244,899	3,864
2023	87,519	4,241	(4,241)	87,519	244,899	(87,519)	0	3,148	160,528	4,241
2024	76,253	4,241	(4,241)	76,253	160,528	(76,253)	0	1,685	85,960	4,241
2025	41,369	8,657	(8,657)	41,369	85,960	(41,369)	0	892	45,483	8,657
2026	9,390	5,104	(5,104)	9,390	45,483	(9,390)	0	722	36,815	5,104
2027	0	9,276	(9,276)	0	36,815	0	0	736	37,551	9,276
2028	0	9,276	(9,276)	0	37,551	0	0	751	38,302	9,276
2029	0	9,276	(9,276)	0	38,302	0	0	766	39,068	9,276
2030	3,454	9,276	(12,730)	0	39,068	0	0	781	39,849	12,730
2031										0
	498,452	83,211	(66,665)	514,998	517,890	(514,998)	0	36,957	39,849	66,665
	Total Spent Fuel Management Costs			83,211	514,998				39,849	
	Paid by Support NorthStar Agreement			(66,665)					Ending NDT Balance	39,849
	Spent Fuel Costs Paid from NDT			16,546	(Proposed Agreement w/NRC)				Support Agreement Availability	73,335
								TOTAL FUNDING SURPLUS	113,184	140,000

Footnotes:

- (1) Annual Spent ISFSI Operations Costs
- (2) ISFSI Costs Paid by NorthStar via Support Agreement (All SFM Costs > \$20 million)
- (3) Beginning NDT + Escrow Account Balance of \$517.890 million calculated as follows:

Minimum NDT pre-tax balance required pursuant to MIPA/DCAA	538,350
Less: Site Restoration Trust	(25,000)
Less: Est. Tax on Unrealized Gains Paid @ Closing	(25,460)
Plus: Escrow Account at Closing pursuant to VT MOU	30,000
Beginning Balance at Closing	517,890
- (4) 2% annual earnings rate
- (5) Funding provided by \$140 million NorthStar Support Agreement