

UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION

BEFORE THE COMMISSION

In the Matter of )  
)  
ENERGY NUCLEAR OPERATIONS, INC., )  
ENERGY NUCLEAR GENERATION COM- )  
PANY, AND HOLTEC DECOMMISSIONING )  
INTERNATIONAL, LLC; CONSIDERATION )  
OF APPROVAL OF TRANSFER OF LI- )  
CENSE AND CONFORMING AMENDMENT )  
)  
(Pilgrim Nuclear Power Station) )  
)

Docket Nos. 50-293 & 72-1044

**APPLICATION OF THE COMMONWEALTH OF MASSACHUSETTS  
FOR A STAY OF THE EFFECTIVENESS OF THE NUCLEAR REGULATORY COM-  
MISSION STAFF'S ACTIONS APPROVING THE LICENSE TRANSFER APPLICA-  
TION AND REQUEST FOR AN EXEMPTION TO USE THE DECOMMISSIONING  
TRUST FUND FOR NON-DECOMMISSIONING PURPOSES**

COMMONWEALTH OF MASSACHUSETTS

MAURA HEALEY  
ATTORNEY GENERAL

SETH SCHOFIELD  
*Senior Appellate Counsel*  
JOSEPH DORFLER  
*Assistant Attorney General*  
Energy and Environment Bureau  
Massachusetts Attorney General's Office  
One Ashburton Place, 18th Floor  
Boston, Massachusetts 02108  
617-963-2000  
seth.schofield@mass.gov  
joseph.dorfler@mass.gov

Dated: September 3, 2019

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Holtec International and its business partner SNC-Lavalin—both embroiled in legal controversies about their character, veracity, and judgment—are poised to embark on an unprecedented effort to decommission six nuclear reactors at four different generation stations in four different states in a time frame never achieved, let alone attempted. Despite the pendency of the Commonwealth of Massachusetts’ and Pilgrim Watch’s petitions for a hearing on Holtec’s financial and technical qualifications to hold Pilgrim Nuclear Power Station’s licenses and to qualify for an exemption to use Pilgrim’s Decommissioning Trust Fund for non-decommissioning purposes,<sup>1</sup> the lack of any action by the Commission on the Commonwealth’s petition within 10 C.F.R. § 2.309(j)’s prescribed 45-day period, and the Commonwealth’s objections to issuance of any pre-hearing effective actions, on August 22, 2019, the Nuclear Regulatory Commission (NRC) Staff approved the license transfer application (LTA) and the Trust Fund exemption requests. In doing so, Staff violated NRC regulations and the National Environmental Policy Act (NEPA) by, among other things, approving the license transfer and exemption requests even though it is clear *today* that insufficient funds exist in the Trust Fund to cover all obligations necessary to protect the public and the environment. Because the Commonwealth will suffer irreparable harm due to these unlawful actions, the harm to Applicants from a stay is non-existent, and the public interest weighs heavily in favor of preserving the status quo in this non-emergency matter, the Commission should stay Staff’s actions pending administrative and/or judicial review.

## **BACKGROUND**

Pilgrim’s only source of revenue—generating electricity—ended when the plant closed on May 31, 2019. As a deregulated electricity generation facility (i.e., a merchant reactor), Pilgrim’s owner cannot obtain any additional ratepayer funds to cover plant costs. Because of the significant safety, public health, and environmental risks this scenario creates—a massive liability held by a limited liability company with a discrete fund—the NRC, in 1999, required Pilgrim’s licensee to

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<sup>1</sup> The Commonwealth incorporates by reference as if set forth herein its Petition, Reply, Motion to Supplement and Reply in Support of its Motion to Supplement. The Commonwealth also adopts and incorporates by reference as if set forth herein Pilgrim Watch’s contentions, including its amended contention.

maintain “access to a contingency fund of not less than fifty million dollars” to cover, if needed, decommissioning costs.<sup>2</sup> Staff’s recent action stripped that condition from the license, and, at the same time, authorized Holtec to rely on Pilgrim’s Trust Fund as its only funding to decommission, restore the site, and manage spent fuel onsite. Holtec’s application, in fact, was conditioned on its receipt of an exemption to use that Fund to cover *all* costs at Pilgrim. Pilgrim’s Trust Fund was funded by Massachusetts ratepayers and the Boston Edison divestiture was approved, in part, because the Trust Fund would be used to decommission the site without further costs to Massachusetts residents.<sup>3</sup> The Commonwealth and its ratepayers have a stake in how those funds are used.

Holtec International has never decommissioned a nuclear power reactor in the United States.<sup>4</sup> Holtec International is a privately-owned company and its only two shareholders are trusts controlled by Dr. Krishna Singh. LTA 5. Dr. Singh is on Holtec International’s Board of Directors and serves as its President and Chief Executive Officer. LTA Attach. C. He also holds those positions at four of the five entities Holtec International created to protect itself and its officers from liability in the event Pilgrim’s Trust Fund is exhausted before the work at Pilgrim is done—Holtec Power, Inc., Nuclear Asset Management Company, LLC, Holtec Pilgrim, LLC, and Holtec Decommissioning International, LLC (HDI). A fifth legal entity, Comprehensive Decommissioning International (CDI), is jointly owned by HDI and SNC-Lavalin, to “perform the day-to-day activities at the site.” LTA 12. The only available asset is the Trust Fund, which is underfunded by at least \$56 million and possibly by as much as \$768 million. *See* Brewer 2d Decl. ¶¶ 7-8 & Ex. 2, 14 & Ex. 3. Two of those entities, HDI and CDI, are likely to have the same responsibilities at five other nuclear reactors. This set-up will overextend their self-described management capacities and exacerbate the already significant risk of delays, mistakes, and additional cost-overruns.<sup>5</sup> And it will occur in the context of an underfunded Trust Fund and Holtec International’s and SNC-Lavalin’s questionable integrity and noncompliance history.

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<sup>2</sup> MA Petition at 5; MA Petition Reply at 26, 31-32.

<sup>3</sup> *In re Boston Edison Co.*, D.T.E. 98-119, at 22 (Mar. 22, 1999).

<sup>4</sup> Appendix (App). at 8 (Second Decl. of Warren Brewer ¶ 12 (Sept. 3, 2019) (Brewer 2d. Decl. ¶ \_\_).

<sup>5</sup> MA Petition at 20-21; App. at 557-58, 1111-48.

## ARGUMENT

### A. The Commonwealth is Likely to Succeed on the Merits.

The Commonwealth is likely to succeed on the merits of its contentions. First, Holtec has failed to demonstrate that it satisfies the NRC's financial requirements, rendering Staff's uncritical adoption of Holtec's assumptions and representations arbitrary and capricious. As Staff acknowledge, Holtec relies exclusively on Pilgrim's Trust Fund (and its requested exemption to use it for non-decommissioning purposes) to satisfy its financial qualification requirements. Safety Eval. Rep. (SER) 9. Holtec's attempt to show that the Trust Fund includes adequate funds to decommission, restore the site, and manage spent fuel is deeply flawed. MA Pet. Reply 23. In particular, Holtec relies on, and Staff accept, the indefensible assumption that the U.S. Department of Energy (DOE) will begin removing spent fuel from Pilgrim in 2030 and complete that effort by 2062. Decomm. Cost Estimate (DCE) 24; SER 13. That assumption is based on DOE's *un-effected* 2013 *Strategy for the Management and Disposal of Used Nuclear Fuel*,<sup>6</sup> and is incongruous with Holtec's own representation to the NRC in another proceeding that spent fuel could be stored on site for 120 years.<sup>7</sup> Legal, political, and social barriers also upend Holtec's baseless assumption here and the cash flow analysis that relies on it.<sup>8</sup> When Holtec's counterfactual assumption is replaced with its more reasonable (yet still wholly uncertain) 120-year timeframe, it is mathematically impossible for Holtec to demonstrate that it is financially qualified because it will incur at least \$500 million more in costs than the Trust Fund has in it.<sup>9</sup>

Holtec's application and cash-flow analysis also do not comply with 10 C.F.R. § 50.75's minimum financial assurance certification or 10 C.F.R. § 50.82(4)(i)'s site-specific cost estimate requirement—two separate requirements. Section 50.75(b)(1) dictates that Holtec “*must*” have

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<sup>6</sup> App. at 1573.

<sup>7</sup> *E.g.*, App. at 1162, 1169. The indefensible nature of this assumption may be why the Commission included a condition requiring Northstar to obtain indefinitely an annual bond to cover spent fuel costs at Vermont Yankee unless Northstar enters into a settlement agreement with DOE, App. at 1410-11, which recoveries would then be placed back in the Trust Fund, App. at 1181.

<sup>8</sup> *E.g.*, App. at 1199, 1210-11, 1223, 1241-51, 1304-09; *see also* WILLIAM M. ALLEY & ROSEMARIE ALLEY, TOO HOT TO TOUCH: THE PROBLEM OF HIGH-LEVEL NUCLEAR WASTE (2013) (describing failed effort that began in 1955 to construct a permanent repository for spent fuel and unrealized assumptions about the date when that would occur).

<sup>9</sup> Brewer 2d Decl. ¶ 14 & Ex. 3.

included “a certification that financial assurance for decommissioning will be . . . or has been . . . provided in an amount which *may be more, but not less*, than the” minimum formula amount. § 50.75(b)(1) (emphasis added). Section 50.75(b)(4), in turn, indicates that the “certification *may* be based on a [site-specific] cost estimate,” § 50.75(b)(4), but that is true only where that estimate is “*more . . . than the*” mandatory minimum formula amount, *see* § 50.75(b)(1). Because Holtec omitted § 50.75(b)(1)’s required certification, Staff asked Holtec to submit a revised cash-flow analysis.<sup>10</sup> Holtec’s response, which claims to show that its revised analysis exceeds the minimum amount, is as misleading as it is wrong, because it omits an assumption used in its prior cash-flow allowance (one it claims to include) that when included shows a \$56 million shortfall.<sup>11</sup> Staff elide this omission by granting a *de facto* exemption from § 50.75(b)(1) and then allowing Holtec to rely instead on its deficient site-specific cost estimate under 10 C.F.R. § 50.82(4), finding it “reasonable.” SER 11, MA Pet. 7-26.<sup>12</sup> Even if that were lawful, one cannot reasonably find that Holtec “provide[d] adequate justification” because Holtec did not provide the information required to make that showing, Brewer 2d. Decl. ¶ 9, and it is premised on the wholly unreasonable assumption that DOE will remove all spent fuel from Pilgrim by 2062, *supra*, pp.3-4.

Holtec also has failed to demonstrate that it has the requisite technical qualifications to hold Pilgrim’s licenses. Technical competence turns, in part, on the applicant’s “‘integrity,’ or character” to perform its responsibilities “in a manner consistent with public health and safety and applicable NRC requirements,” and character includes “candor, truthfulness, [and] willingness to abide by regulatory requirements.” *Metro. Edison Co. (Three Mile Island Nuclear Station, Unit 1)*, CLI-85-9, 21 N.R.C. 1118, 1136-37 (1985). Both Holtec’s and SNC-Lavalin’s past and present conduct undermine any technical competence finding here. Indeed, as noted above, Holtec’s response to Staff’s July 26 RAI was, at best, highly misleading regarding the assumptions in its

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<sup>10</sup> App. at 1007.

<sup>11</sup> Brewer 2d Decl. ¶ 8 & Ex. 2; *see also* App. at 1819; App. at 1007.

<sup>12</sup> Even if an NRC guidance could countermand the clear dictates of § 50.75(b)(1), which it cannot, neither NUREG-1713 nor Regulatory Guide 1.202 authorize an applicant to satisfy § 50.75(b)’s certification requirement with a site-specific cost estimate that is *lower* than the *minimum* formula amount. Instead, NUREG-1713 and Reg. Guide 1.202 speak only to justifying a site-specific cost estimate that is less than the formula amount in the context of the required § 50.82(4)(i) cost estimate. *See* NUREG-1713, at 20; Reg. Guide 1.202 at 4, 9.

revised cash flow analysis, *supra* p.4—an issue that is related directly to its qualifications to hold the licenses and is part of a pattern of other questionable conduct. In June, for example, the New Mexico Public Lands Commissioner wrote Holtec CEO Dr. Singh to “address several misrepresentations that Holtec has made to the NRC” about its proposed centralized interim storage facility.<sup>13</sup> Other relevant events abound, including a recent finding that Holtec violated NRC regulations and a federal investigative report documenting a senior Holtec official coaching a federal employee to lie to federal investigators as part of a Holtec-orchestrated bribery scheme.<sup>14</sup> Staff’s decision to give Holtec *carte blanche* to use Pilgrim’s Trust Fund like its own personal bank account is unjustified. *See infra* p.6. And the past and present history surrounding the Canadian government’s criminal fraud and bribery charges against SNC-Lavalin—for which the company faces a potential ten-year debarment if found guilty,<sup>15</sup> and which have adversely impacted its market value, as well as the company’s recent restructuring and downsizing, facts mentioned nowhere in Holtec’s submissions, are well known, and make that Staff’s decision even more indefensible.<sup>16</sup>

Second, Staff violated NEPA’s anti-segmentation rule by treating Holtec’s license transfer application, Trust Fund exemption request, and Revised PSDAR and DCE as discrete actions.<sup>17</sup> Even if that rule were not violated here, Staff’s reliance on a categorical exclusion to exempt the license transfer application from any NEPA review and its acceptance of Holtec’s assertion that its proposed decommissioning activities are bounded by prior NEPA analysis also violate NEPA. The categorical exclusion Staff rely on applies only to license transfer approvals “and any associated amendments *required* to reflect the approval,” 10 C.F.R. § 51.22(c)(21) (emphasis added), and the regulatory history makes clear that “required” license amendments are ones that are “administrative” in nature, i.e., name substitutions. 63 Fed. Reg. 66,721, 66,728 (Dec. 3, 1998). Here,

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<sup>13</sup> App. at 1413.

<sup>14</sup> App. at 1819-21.

<sup>15</sup> App. at 1827.

<sup>16</sup> App. at 1819-21; MA Reply in Supp. of Mot. to Supp. Pet. with New Information 3 (May 9, 2019).

<sup>17</sup> DANIEL R. MANDELKER, NEPA LAW AND LITIGATION § 9.15 (2019 update).

Staff's conforming license amendment is "substantive in nature,"<sup>18</sup> because it eliminates a \$50 million contingency fund requirement that (i) was added to the license by the NRC to cover "safe and prompt decommissioning" in the event of a shortfall<sup>19</sup> and (ii) "is not required to reflect [transfer] approval," § 51.22(c)(21). As regards Holtec's PSDAR, Staff accepts Holtec's statement that the activities described vaguely in its PSDAR "will be bounded by previously issued environmental impact statements." SER 9; 10 C.F.R. § 50.82(4)(i). But, in addition to the reasons described in the Commonwealth's Petition and Reply, Holtec's anticipated shipment of 1,400 separate truckloads of radiological waste and the environmental impacts related to those shipments far exceeds the 671 truck shipments evaluated in the Decommissioning GEIS. Brewer 2d Decl. ¶ 16. This doubling will result in significant, unevaluated environmental impacts, and mandates both a finding that Holtec's PSDAR is deficient and additional NEPA analysis.<sup>20</sup>

Third, Staff's decision to grant Holtec's request for an *unconditioned* exemption to use Pilgrim's Trust Fund for site restoration and spent fuel management costs was also unlawful. Indeed, it constitutes an abdication of the NRC duty to ensure ratepayer funds are used for their intended purpose. As the Commonwealth has explained elsewhere,<sup>21</sup> the NRC intentionally chose in its regulations to prohibit the use of decommissioning trust funds for anything other than radiological decontamination, 10 C.F.R. §§ 50.2, 50.75(c) n.1, yet it has never denied a licensee request for an exemption to use those funds for *non*-decommissioning purposes, making the exemption the *de-facto* regulation.<sup>22</sup> Not only does this practice contravene the Administrative Procedure Act, but it also constitutes a complete disavowal in this case of the NRC's duty to the Commonwealth and its residents to ensure that the Trust Fund is used for its intended purpose until that purpose is achieved. Staff's exemption approval authorizes the withdrawal of \$500 million from

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<sup>18</sup> See *Entergy Nuclear Vermont Yankee*, CLI-16-17, 2016 WL 8729987 at \*18.

<sup>19</sup> LTA Encl. 1, Attach. A, at 4 (Condition J (4)).

<sup>20</sup> See *Entergy Nuclear Vermont Yankee*, CLI-16-17, 2016 WL 8729987 at \*14 & n.130.

<sup>21</sup> App. at 1381-1404.

<sup>22</sup> *Entergy Nuclear Vt. Yankee*, CLI-16-17, 2016 WL 8729987 at 17 (Baran, Comm'r, concurring in part and dissenting in part).



Trust Fund with no conditions—including a condition requiring Holtec to return the portion of those funds it recovers from DOE to the Trust Fund—meaning that Staff has permitted Holtec both to take nearly \$500 million in ratepayer money as private profit and leave the Trust Fund exhausted by 2063 even though Holtec’s obligation to safely secure spent fuel on site will likely remain for decades after that date, if not indefinitely.<sup>23</sup> And, in violation of NEPA, Staff’s related environmental assessment and finding of no significant impact finds, remarkably, “no decrease in safety associated with the” exemption even though it is clear today that, as of 2063, the licensee will have no committed funds to secure the spent fuel onsite. 84 Fed. Reg. 43,186, 43,187 (Aug. 20, 2019).

**B. Staff’s Actions Will Irreparably Harm the Commonwealth.**

The Commonwealth sought, in light of the NRC’s “policy . . . to encourage settlement in cases pending before it,” to stay these proceedings prior to Staff action to complete negotiations that, if successful, would address the Commonwealth’s concerns about the harm Holtec’s then-proposed actions would cause to the State and its residents and resulted in the withdrawal of its petition.<sup>24</sup> With that process compromised by the denial of that relief,<sup>25</sup> Massachusetts and its citizens are now likely to suffer irreparable harm in the absence of a stay. First, Staff’s actions are likely to make it impossible to complete decommissioning successfully or lead to irreversible consequences if regulatory or financial concerns (which are likely to arise for the reasons described above) require a modified decommissioning approach. Brewer 2d Decl. ¶ 5. According to Holtec’s PSDAR schedule, it will draw over \$303 million from the Trust Fund during the first 17 months of the decommissioning, site restoration, and spent fuel management work or more than 29% of the money available in the Trust if everything goes perfectly according to Holtec’s ambitious plan. *Id.* ¶ 15. That substantial draw down, however, will leave insufficient funds in the Trust Fund to permit another entity to complete the work or alter the initiated approach outlined in Holtec’s PSDAR if Holtec falters. *Id.* That is so because Holtec’s DECON approach may

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<sup>23</sup> This is in contrast to Vermont Yankee, where, as Staff’s SER notes, the licensee made a regulatory commitment to limit its spent fuel withdrawals from Vermont Yankee’s Decommissioning Trust Fund to \$20 million and to place its DOE recoveries back into the that Fund. App. at 1181.

<sup>24</sup> *Energy Fuels Nuclear, Inc. (White Mesa Uranium Mill)*, LBD-97-10, 45 N.R.C. 429, 432 (1997).

<sup>25</sup> Memorandum and Order, CLI-19-08 (Aug. 14, 2019) (ADAMS Accession No. ML19226A107).

leave the facility in such a state as to preclude a transition to SAFSTOR, rendering meaningless the NRC's ability to alter that approach due to a shortfall or a determination that, as the Commonwealth contends, Holtec is technically unsuited to perform the work as planned. *See id.* As a result, local Massachusetts residents will be exposed to increased safety and health hazards.

The Commonwealth and its citizens are likely to suffer irreparable harm due to the immediate start of decommissioning activities, including health, safety, and infrastructure harm inflicted by, among other things, frequent waste shipments over local roads, which will cause noise, dust, and air pollution emissions, increase the risk of accidents on local roads, and damage local transportation infrastructure. Brewer 2d Decl. ¶ 16. Based on assertions in Holtec's PSDAR, which appear to underestimate radioactive waste volume, *id.* ¶ 16 nn.13-14, Holtec will need to transport at least 1,400 separate truckloads of radiological waste, which, again, is more than twice the volume evaluated in the decommissioning GEIS, *id.* ¶ 16. When shipments of non-radioactive waste are added, it is likely that the total number of truckloads will rise to 2,400 to 3,400 total trips. *Id.* And shipments of legacy waste are likely to be removed and shipped by truck during the first sixty days. *Id.* Absent a stay, waste shipments will thus begin immediately and cause immediate irreparable harm to local and state infrastructure and local health, safety, and the environment. *Id.*

The Commonwealth has also suffered immediate, irreparable harm from the Staff's failure to prepare an environmental impact statement [EIS] that takes a hard look at the indirect and direct potential environmental impacts of the now-approved actions. Longstanding Atomic Safety and Licensing Board precedent makes clear that the "[f]ailure to produce an [EIS] where," as here, "one is required . . . constitute[s] injury—indeed, irreparable injury." *Consumers Power Co. (Palisades Nuclear Plant)*, LBD-79-20, 10 N.R.C. 108, 115-16 (1979). The First Circuit has emphasized the point, finding that "when a decision to which NEPA obligations attach is made without the informed environmental consideration that NEPA requires, the harm that NEPA intends to prevent *has been* suffered." *Mass. v. Watt*, 716 F.2d 946, 952 (1st Cir. 1983) (emphasis added). For these reasons, as detailed in the declaration, *see* Brewer 2d Decl. ¶¶ 5, 15-16, 19, the procedural and substantive harms that flow immediately from Staff's approvals will be irreparable.

**C. A Stay Will Preserve the Status Quo and Not Harm Applicants.**

“A stay . . . is . . . a device to maintain the ‘*status quo ante litem*’ pending consideration of the merits of the case.”<sup>26</sup> Holtec’s only claimed harm here is that a stay would create uncertainty for the 270 current Pilgrim employees because those employees would be left to wonder about their future employment status.<sup>27</sup> Not so. First, the asserted harm is unsupported by any actual evidence and, even if it were supported, it concerns harm to current Pilgrim staff, not Holtec. Second, this claimed harm (to the extent it is real) will exist regardless of a stay, because the same uncertainty is created by the fact that the Commission retains authority to “rescind . . . the approved transfer.”<sup>28</sup> Third, whether it be Entergy or Holtec, the licensee will have to retain the staff needed to maintain the plant notwithstanding the license transfer status. Brewer 2d. Decl. ¶ 17. Fourth, while Holtec attempts to tie this speculative harm to the future employment status of current Pilgrim employees, it has failed to identify how many existing plant personnel it will retain after license transfer, a decision, again, that is independent of the license transfer date. *Id.*

Holtec related claim that delay of the license transfer may impair its ability to retain existing Pilgrim personnel is also baseless. Indeed, it supports the Commonwealth’s stay request because it reinforces the Commonwealth’s contention that Holtec is technically unsuitable to hold the license. That is so, because, Holtec’s claimed harm appears rooted in a lack of confidence in its own ability to retain and attract qualified personnel to decommission, restore the site, and safely maintain spent fuel. Brewer 2d Decl. ¶ 18. This issue, among others, as the Commonwealth explained in its August 21, 2019 letter to staff, “would be problematic if Holtec’s obligations were limited to Pilgrim.”<sup>29</sup> But Holtec’s existing and likely future obligations are not so limited, because Holtec is planning to embark on an uncharted path of attempting simultaneously to decommission *six* nuclear power reactors at four different nuclear generating stations in four different states.

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<sup>26</sup> *The Toledo Edison Co. et al. (Davis-Besse Nuclear Power Station, Units 1, 2, and 3)*, ALAB-385, 5 N.R.C. 621, 625 (1977).

<sup>27</sup> Applicants’ Answer Opposing the Mot. of the Commonwealth of Massachusetts to Stay Proceedings to Complete Settlement Negotiations 5 (Aug. 5, 2019).

<sup>28</sup> *E.g.*, NRC Staff Order at 6 (Aug. 22, 2019) (ADAMS Accession No. ML19170A265).

<sup>29</sup> App. at 1816-22.

Finally, any claimed harm from a stay to Holtec is one of its own making because Holtec, together with Entergy, controlled when they filed the license transfer and the related exemption requests. Their decision to file those requests at a time when NRC action was certain to occur *after* the plant's closure certainly cannot form a basis now for them to claim that the Commonwealth's request for a stay harms them. The same is true for Holtec and Entergy's decision to close their deal as quickly as possible—two business days after the Staff's actions. Thus, to the extent they claim harm caused by a stay of Staff's actions, that harm was self-inflicted.

**D. The Public Interest Requires Issuance of a Stay**

The Commonwealth represents the sovereign and proprietary rights of itself as a State and the rights of the tens of thousands of Massachusetts residents and their communities that surround Pilgrim and the millions of Massachusetts taxpayers that may be adversely affected by actions approved by Staff. While both the Commonwealth and the public have an interest in the prompt decommissioning and restoration of Pilgrim, their immediate and greater interest is ensuring that Holtec has the financial and technical capacity to decommission, restore the site, and manage Pilgrim's spent fuel in a manner that is safe and protects the environment and public health and safety. A promise of expeditious decommissioning and site restoration, of course, means nothing if Holtec lacks the financial and technical wherewithal to fulfill it. Indeed, if, as the Commonwealth contends, Holtec has not met those requirements, then the public, including local residents and Massachusetts taxpayers, will suffer greatly for all of the reasons described above and in the Commonwealth's other filings. Nor is this a case where a pre-hearing approval yields any immediate, tangible benefits to the public. Instead, the benefits here flow only to Entergy and Holtec and their private interest in closing their financial transaction. A private interest in closing a financial transaction surely cannot defeat the public interest in a full and fair hearing on the merits.

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For the foregoing reasons, the Commonwealth requests that the Commission grant this Application for a Stay pending administrative and/or judicial review.

Respectfully submitted,

COMMONWEALTH OF MASSACHUSETTS

By its attorneys,

MAURA HEALEY  
ATTORNEY GENERAL

Signed (electronically) by \_\_\_\_\_

SETH SCHOFIELD

*Senior Appellate Counsel*

JOSEPH DORFLER

*Assistant Attorney General*

Energy and Environment Bureau

Massachusetts Attorney General's Office

One Ashburton Place, 18th Floor

Boston, Massachusetts 02108

617-963-2000

seth.schofield@mass.gov

joseph.dorfler@mass.gov

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(Pilgrim Nuclear Power Station) )  
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**CERTIFICATION OF SERVICE**

Pursuant to 10 C.F.R. § 2.305, I certify that the Application of the Commonwealth of Massachusetts for a Stay of the Effectiveness of the Nuclear Regulatory Commission Staff's Actions Approving the License Transfer Application and Request for an Exemption to Use The Decommissioning Trust Fund for Non-Decommissioning Purposes has been served on all parties to this proceeding through the Electronic Information Exchange, the NRC's e-filing system, in the above-captioned proceeding this 3rd day of September 2019.

Signed (electronically) by \_\_\_\_\_  
SETH SCHOFIELD  
*Senior Appellate Counsel*  
Energy and Environment Bureau  
Massachusetts Attorney General's Office  
One Ashburton Place, 18th Floor  
Boston, Massachusetts 02108  
617-963-2000  
seth.schofield@mass.gov

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