

November 15, 2005  
DOCKETED  
USNRC

UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION

November 16, 2005 (8:05am)

BEFORE THE ATOMIC SAFETY AND LICENSING BOARD

OFFICE OF SECRETARY  
RULEMAKINGS AND  
ADJUDICATIONS STAFF

In the Matter of:

Louisiana Energy Services, L.P.

(National Enrichment Facility)

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Docket No. 70-3103-ML

ASLBP No. 04-826-01-ML

**ADDITIONAL JOINT REPORT REGARDING REDACTION OF  
PROPRIETARY INFORMATION FROM OCTOBER 2005 HEARING  
TRANSCRIPT AND ASSOCIATED PROPRIETARY EXHIBITS**

**I. INTRODUCTION**

In accordance with the Licensing Board's orders of November 3 and November 9, 2005,<sup>1</sup> Louisiana Energy Services, L.P. ("LES"), Nuclear Information and Resource Service and Public Citizen ("NIRS/PC"), and the NRC Staff submit this second joint report regarding the treatment of proprietary information contained in the record of the October 2005 evidentiary hearings.<sup>2</sup> This report sets forth the specific transcript redactions proposed by LES, and those exhibits which LES believes should continue to be withheld from public disclosure as proprietary documents.

<sup>1</sup> See Memorandum and Order (Regarding Post-Hearing Administrative Matters) (unpublished) (Nov. 3, 2005); Order (Accepting Joint Report Proposals) (unpublished) (Nov. 9, 2005).

<sup>2</sup> Counsel for NIRS/PC and the NRC Staff have authorized counsel for LES to file this joint report on their behalf.

## **II. DISCUSSION OF PROPOSED REDACTIONS**

### **A. Redactions from the October 24-27, 2005 Hearing Transcript**

As noted in the parties' November 8, 2005 Joint Report to the Board, the proprietary information at issue is principally cost information supplied to LES by various third party commercial sources. Given its protected status in this proceeding, such information should continue to be withheld from public disclosure. Accordingly, LES has proposed a series of transcript redactions. Those redactions are set forth in a table attached to this joint report (attached hereto as Attachment 1). Attachment 1 contains four sections, corresponding to each of the four hearing days (*i.e.*, October 24, 25, 26, and 27), that address both the parties' prefiled and live testimony. Neither NIRS/PC nor the NRC Staff oppose the redactions proposed by LES.


### **B. Treatment of Hearing Exhibits**

Upon reviewing the hearing exhibits, the parties propose that those exhibits which contain any proprietary information be withheld from public disclosure, in their entirety, as proprietary documents. In many instances, redacting all of the proprietary information contained in a given exhibit would render the remaining material of little value to a prospective reader, and would impose considerable burden on the parties. Accordingly, LES maintains that the following admitted exhibits should continue to be withheld from disclosure as proprietary:

- **LES Exhibits:** 86, 87, 88, 89, 90, 91, 94, 95, 98, 105, 110
- **NIRS/PC Exhibits:** 100, 190, 221, 224, 229, 233, 234, 236, 237, 242, 243, 270, 271
- **NRC Staff Exhibits:** None

The parties agree that any hearing exhibits not specifically identified above may be made publicly available.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James R. Curtiss", is written over a horizontal line.

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Dated at Washington, District of Columbia  
this 15th day November 2005

**LES**  
**October 2005 Evidentiary Hearing**  
**Transcript Redactions**  
**Monday, October 24, 2005**

<b>Page #</b>	<b>Line #</b>	<b>Redaction</b>
14-15 (LES Prefiled Direct Testimony re Deconversion)	A29	LES and AREVA agree to complete in good faith mutual discussions for the purpose of developing and entering into a contract for the design, construction, and operation of a deconversion plant in the U.S. that would deconvert NEF-generated $\text{DUF}_6$ to $\text{DU}_3\text{O}_8$ .
19 (LES Prefiled Direct Testimony re Deconversion)	A35, line 7	31.7
19 (LES Prefiled Direct Testimony re Deconversion)	A35, line 8	15.1
19 (LES Prefiled Direct Testimony re Deconversion)	A35, line 10	17.6
19 (LES Prefiled Direct Testimony re Deconversion)	A35, line 17	[(€4.7 million per year for a capacity of 3,500 MT U) x (1.291 dollars per euro) x 2 (for doubled plant capacity)].
21 (LES Prefiled Direct Testimony re Deconversion)	First paragraph, last line	by the end of 2005.

Page #	Line #	Redaction
21 (LES Prefiled Direct Testimony re Deconversion)	A37, line 8	15.1 and 31.7
22 (LES Prefiled Direct Testimony re Deconversion)	1	4.7
22 (LES Prefiled Direct Testimony re Deconversion)	A39, line 2	€64.4 million, or ,
4 (LES Prefiled Rebuttal Testimony re Deconversion)	Q4, line 7	3
4 (LES Prefiled Rebuttal Testimony re Deconversion)	A4, line 3	3
5 (LES Prefiled Rebuttal Testimony re Deconversion)	18	1,330
6 (LES Prefiled Rebuttal Testimony re Deconversion)	6-10	The MOU between LES and AREVA recognizes this clear commercial "synergy," citing Urenco's plan to build a deconversion facility at Capenhurst, and noting the potential for "lessons learned" and attendant cost reductions for the potential NEF-related deconversion facility. <i>See</i> LES Exhibit 88, at 3.

Page #	Line #	Redaction
7 (LES Prefiled Rebuttal Testimony re Deconversion)	A6, line 10	€15.1
9 (LES Prefiled Rebuttal Testimony re Deconversion)	A7 in its entirety	<p>A7. (RMK, PJCH) No. Dr. Makhijani points to the statement in the Urenco business study that "[u]nder this scenario [no resale of hydrofluoric acid] the HF requires neutralization, this increases the effective provision by €0.25/kgU." See LES Exhibit 91, at 9. However, Dr. Makhijani lacks an understanding of the derivation and purpose of that statement. We conferred with the author of the Urenco business study, Chris Chater, and confirmed the following. The "Effective Provision" discussion referenced by Dr. Makhijani (Section 6d of the business study) bears no direct relation to the actual cost estimate set forth in Sections 6b and 6c of the business study. That is to say, the discussion was intended to serve as "parametric" analysis of sorts, by considering the possible cost implications of changes in certain variables (principally the life of the facility or amortization period, and the ability of Urenco to sell HF co-product for a profit). As such, the discussion of effective provision relates to provisions that Urenco in Europe makes in its accounts for future deconversion, storage, and disposal. At bottom, it was intended to provide the Urenco board with assurance that, even under pessimistic scenarios regarding anticipated facility life and HF sales, the cost of the planned deconversion would still fall within bounds acceptable to Urenco.</p> <p>To further clarify, the €0.25/kgU portion of the "effective provision" cited by Dr. Makhijani has two components. Namely, one-half of the figure (€0.125/kgU) represents revenue or income that is "lost" if Urenco is unable to sell HF co-product. This conservative value represents roughly half of the revenue that COGEMA is receiving for sale of its HF co-product. The other half, or €0.125/kgU, is an assumed conservative cost for neutralization of the unsold HF co-product. Clearly, this value represents a small fraction of Urenco's overall effective provision for the design, construction, and operation of a deconversion facility.</p>

## ATTACHMENT 1

Page #	Line #	Redaction
13 (LES Prefiled Rebuttal Testimony re Deconversion)	22	157
1886	4-12	We have got a contractual negotiation going on with Cogema, at the present time, we are expecting to complete that negotiation by the end of the current calendar year. While we've started to put together design information, which is part of our pre-licensing compilation, our intention is to submit the first license submission in the first quarter of 2006 to the UK regulator.
1886	21	three
1886	23	3
1887	13	3
1891	10	900
1891	11	six year
1891	12	3
1891	17-20	And it states that the deconversion costs does not include disposal, transport of UF6, but it includes, let's see, a loan of transport chests.
1891	21-23	It says excludes disposal and transportation costs but including loan of transport chests supplied by Cogema.
1892	3	3
1892	7	3
1892	13	5 dollars and
1892	14	50 cents
1892	15	3
1892	17	3
1892	22-25	the deconversion cost does not include any amortization of the investment, transport of UF6, or return transport of U308.

Page #	Line #	Redaction
1893	4-5	the deconversion cost does not include any amortization of the investment, transport of UF6, or return transport of U308?
1893	17-25	It is a 2002 contract, their price for deconversion is 3 euro per kilogram, at 2002 price, and it is escalated on French industrial indices. The contract is for a small pilot quantity of deconversion, because this contract was all about testing the route, proving the route, establishing precedents, not least the shipment back of the deconverted U308 in containers to the Dutch storage facility at Covra.
1894	13	5.5
1894	16-24	<p>So 5.5 euro in 2002 money is the cost of transporting the hex to Pierrelatte. The cost of getting it deconverted by Cogema, and the cost of getting it transported back to Covra, in the Netherlands, and includes the payment to Covra, to take title to the material.</p> <p>So 5.5 euro, in 2002 money, 5.5 euro per kilogram, is the total cost for the whole process of transport, deconversion, and disposal to Covra.</p>
1897	4-16	<p>What I would like to say is, additional information is that we are currently in negotiations with the Cogema to extend this contract, and to get them to deconvert a larger quantity.</p> <p>And while we haven't signed in ink, on the line, we believe we are going to be successful in getting a lower price than would be the case, from 2006 onwards, based on the 2002 contract, and escalation against these indices.</p> <p>So that would support my contention that when you get into larger volumes you do see a reduction in unit price.</p>
1898	15-16	The end of this calendar year.
1898	18-19	The end of this calendar year.
1899	9-10	(3.2 euros per KGU)
1899	18	3.2?
1899	19	Three point 2
1899	20	3



## ATTACHMENT 1

Page #	Line #	Redaction
1900	17	900
1901	7	5 dollars and 50 cents
1903	22-25	In the discussions that we have been having with Cogema to get to the contract, which I've indicated we expect to have by the end of this calendar year, there is no substantive
1904	1-3	difference from the information we were given in this 2004 quotation, which would form a different basis for three and a half thousand sized plant.
1904	22	30
1927	6	three
1927	10	five dollars and 50 cents
1927	17	three
1928	11	three
1938	7	1.1
1942	5	1.1
1963	13	55
1963	25	50 some
1971	3-7	The Urenco Study, the business study, Exhibit 91 of LES exhibits says as follows. It says, deconversion will provide a large number of empty cylinders with a UF6 heal needing washing and refurbishing before they can be reused.
1973	25	5,300
1979	20	21.3
1980	2	400
1980	14	21.3
1980	18	1.1
1980	22	27 and a half

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Page #	Line #	Redaction
1980	23	1.42
1981	6	21
1981	10	41
1981	16	58 to 60
1981	18	Fifty-eight to 60
1982	5-13	<p>And, if you look in section seven of this business study, the paragraph labeled disposal, the key point I want to make is remember, there's a figure here which says the expected cost of disposing of the cylinder is 3,700 Euro.</p> <p>I've already made the point that buying a new cylinder is 5,300 Euro. The combined cost of throwing away a perfectly good cylinder and replacing it with a new one is 9,000 Euro.</p> <p>Therefore, the cost washing 4,500 Euro per cylinder makes eminent sense to recycle the cylinders.</p>
1992	2	80
2005	6	1.3
2005	7	30
2007	15	1.3
2007	16	30
2027	8	55
2027	11	60
2028	15	60
2028	25	60
2029	1	60
2030	16	55
2030	17	60

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<b>Page #</b>	<b>Line #</b>	<b>Redaction</b>
2032	13	55
2054	1	55
2080	3	55

**LES**  
**October 2005 Evidentiary Hearing**  
**Transcript Redactions**  
**Tuesday, October 25, 2005**

Page #	Line #	Redaction
5-6 (Staff testimony re Deconversion)	A.8. bullet points in its entirety	<ul style="list-style-type: none"> <li>• LES is planning for the disposition of DUF<sub>6</sub> produced by the NEF, which will occur only after deconversion to U<sub>3</sub>O<sub>8</sub>.</li> <li>• AREVA, representing COGEMA SA and Framatome ANP SAS, has the requisite commercial experience to build a deconversion plant in the United States to deconvert DUF<sub>6</sub> to U<sub>3</sub>O<sub>8</sub> based on its experience in building and operating a deconversion plant in Pierrelatte, France, and in designing deconversion plants located in Paducah, Kentucky and Portsmouth, Ohio. In addition, AREVA is in the process of discussing design and licensing activities regarding a deconversion plant for Urenco, Ltd. in the United Kingdom.</li> <li>• LES and AREVA agree to complete good faith mutual discussion for the purpose of developing and entering into a definitive contract for a deconversion plant nearby the NEF.</li> <li>• The contemplated deconversion plant would be sized to deconvert, on an annual basis, sufficient quantities of DUF<sub>6</sub> to process the annual production from the NEF and reduce any backlog from the NEF.</li> <li>• LES and AREVA anticipate that pre-licensing activities for the planned deconversion plant in the United States will occur from 2008-10, licensing activities will occur from 2011-13, and construction will occur from 2014-16.</li> </ul>
7 (Staff testimony re Deconversion)	6	which the MOU indicates will be 2016.
2 (Staff Rebuttal testimony re Deconversion)	A.5. line 3	3
2130	21	3.2
2131	3	3.2

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Page #	Line #	Redaction
2131	9-10	between 2.6 and 3.3
2131	20	2.6 to 3.3
2132	11	2.6 to 3.3
2134	15	between 2.6 and 3.3
2134	20-21	3 point something to 4 point something,
2139	16	3,700
2139	18	between 4,000 and 4,500
2139	23-24	59
2174	22	3.2
2175	3	3.2
2175	21	3.2
2175	24	3.2
2176	9	3.2
2176	17	3.2
2176	21	1500
2178	17	2.6 to 3 point something
2178	18	3.2
2184	6	55
2184	11	81
2201	20	3.94
2202	10	3.36
2202	15	3.94
2202	22	54

Page #	Line #	Redaction
2203	11	3.36
2203	12	54
2203	17	3.94
2203	17	54
2204	2	54
2215	18-24	And here it says, as a prudent measure, Urenco should also consider the possibility that HF sales would not be possible. Under this scenario, the HF requires neutralization. This increases the effective provision by .25 Euros per KgU.
2216	8-24	<p>We looked at this. And, as I understand this paragraph, it refers to the addition of a second process line, that is they would first operate under the assumption that they would be able to sell the hydrofluoric acid.</p> <p>And so, that production line would be installed. And then, as a second measure, they would for some reason not be able to sell it and would need to neutralize it.</p> <p>And a second process line would be added and that the .25 Euro per kilogram U that's in this paragraph refers to the additional cost of the second process line.</p> <p>Because there was never any intention of building the hydrofluoric acid production line in the U.S. facility, we didn't feel it was appropriate to deal with this paragraph.</p>
2269	16	31.7
2269	19	17.6
2270	2	17
2270	5	17
2270	6	17
2270	7	Point 6

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Page #	Line #	Redaction
2270	8	17.6
2271	1	17.6
2271	8	15.1
2272	13	17.6
2277	20	a third
2277	23-24	So four thirds of 6 and a quarter million.
2278	3-4	Or about 8 and a half or something like that, 8 and change, yes.
2281	21-24	And the eight point something per year for operations is a number that's four thirds of the annual O&M expense from the Cogema
2281	25	four thirds
2284	11-15	So by the time we build the facility, for instance if we use the time line in the MOU of Cogema and it were operational in 2016, that price would be 2.67 escalated to 2016.
2296	6	31.7
2296	10	65
2296	6	17.6
2296	9	15
2297	14	65
2297	15	31.7
2297	15	17
2297	15	15
2297	16	65
2300	17	one-third
2301	12	a third.
2301	13	a third.

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<b>Page #</b>	<b>Line #</b>	<b>Redaction</b>
2301	23	a third
2310	24	58 to 60
2311	4	58 to 60
2313	4	58 to 60
2314	20	15.1
2317	4	3.36
2317	5	3.36
2317	13	3.36
2317	12	54
2318	8	23
2318	24	16
2318	24	87
2319	6	16
2319	7	16
2319	7	87
2319	8	23
2325	17	58 to 60
2326	7	4,000 to 4,500.
2326	8	4,000
2326	8	4,500



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Page #	Line #	Redaction
10 (Revised Direct Testimony of Dr. Arjun Makhijani re Deconversion)	A7, line 4	5.50
10 (Revised Direct Testimony of Dr. Arjun Makhijani re Deconversion)	A7, line 4	900
10 (Revised Direct Testimony of Dr. Arjun Makhijani re Deconversion)	A7, line 5	5.50
10 (Revised Direct Testimony of Dr. Arjun Makhijani re Deconversion)	A7, line 6	3
10 (Revised Direct Testimony of Dr. Arjun Makhijani re Deconversion)	A7, line 8	3
10 (Revised Direct Testimony of Dr. Arjun Makhijani re Deconversion)	A7, line 9	5.50

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Page #	Line #	Redaction
10 (Revised Direct Testimony of Dr. Arjun Makhijani re Deconversion)	A7, line 10	five
10 (Revised Direct Testimony of Dr. Arjun Makhijani re Deconversion)	A7, line 10	5.50
10 (Revised Direct Testimony of Dr. Arjun Makhijani re Deconversion)	A7, line 12	5.50
10 (Revised Direct Testimony of Dr. Arjun Makhijani re Deconversion)	A7, line 17	5.50
10 (Revised Direct Testimony of Dr. Arjun Makhijani re Deconversion)	Footnote 8, line 1	2.6 to 3.3
11 (Revised Direct Testimony of Dr. Arjun Makhijani re Deconversion)	6	3

Page #	Line #	Redaction
11 (Revised Direct Testimony of Dr. Arjun Makhijani re Deconversion)	7	3
11 (Revised Direct Testimony of Dr. Arjun Makhijani re Deconversion)	8	3.87
11 (Revised Direct Testimony of Dr. Arjun Makhijani re Deconversion)	16	5.50
12 (Revised Direct Testimony of Dr. Arjun Makhijani re Deconversion)	9-10	In addition, the COGEMA analysis prepared for Urenco concluded that "[u]nder this scenario [no resale of hydrofluoric acid] the HF requires neutralisation this increases the effective provision by €0.25/kgU."
3 (Revised Rebuttal Testimony of Dr. Arjun Makhijani re Deconversion)	A3, lines 7-8	The Urenco study explicitly states that "[a]ll cost figures shown are based on preliminary design information and therefore are +/- 30% confidence."
4 (Revised Rebuttal Testimony of Dr. Arjun Makhijani re Deconversion)	17	3.2

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Page #	Line #	Redaction
4 (Revised Rebuttal Testimony of Dr. Arjun Makhijani re Deconversion)	17	4.13
4 (Revised Rebuttal Testimony of Dr. Arjun Makhijani re Deconversion)	21	53.5
12 (Revised Rebuttal Testimony of Dr. Arjun Makhijani re Deconversion)	7-9	As a prudent measure Urenco should also consider the possibility that HF sales would not be possible. Under this scenario the HF requires neutralisation this increases the effective provision by €0.25/kgU [\$0.33 per kg uranium].
16 (Revised Rebuttal Testimony of Dr. Arjun Makhijani re Deconversion)	3	3,700
16 (Revised Rebuttal Testimony of Dr. Arjun Makhijani re Deconversion)	4	between 4,000 and 4,500
16 (Revised Rebuttal Testimony of Dr. Arjun Makhijani re Deconversion)	6	0.59

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Page #	Line #	Redaction
16 (Revised Rebuttal Testimony of Dr. Arjun Makhijani re Deconversion)	8	22
17 (Revised Rebuttal Testimony of Dr. Arjun Makhijani re Deconversion)	table	<p>**</p> <p>** The cost of deconversion, transportation, and storage were taken from the actual contractual arrangement between Urenco and Cogema in which depleted uranium hexafluoride has changed hands and has been deconverted to <math>\text{DU}_3\text{O}_8</math> at the operating Pierrelatte Plant. The contract price of 5.50 euros per kilogram was converted to 2004 dollars by using the exchange rate currently employed by LES (\$1.291 per euro).</p>
2357	7	25
2362	5	four thirds
2362	14	four thirds
2362	16	two thirds
2373	2	25
2373	7	25
2409	8	25
2426	2	1.1

**LES**  
**October 2005 Evidentiary Hearing**  
**Transcript Redactions**  
**Wednesday, October 26, 2005**

Page #	Line #	Redaction
5 (LES Prefiled Direct Testimony re Transportation)	A11., line 8	0.55 to \$0.65 per kg
5 (LES Prefiled Direct Testimony re Transportation)	A11., line 8	0.75 to \$0.85 per kg
6 (LES Prefiled Direct Testimony re Transportation)	A12., line 2	0.55 per kg
6 (LES Prefiled Direct Testimony re Transportation)	A12., line 2	0.75 per kg
6 (LES Prefiled Direct Testimony re Transportation)	A12., line lines 6-7	$\$0.55 \text{ per kgDUF}_6 \times 1 \text{ kgDUF}_6 / 0.68 \text{ kgDU} = \$0.81 \text{ per kgDU}$ , and $\$0.75 \text{ per kgDU}_3\text{O}_8 \times 1 \text{ kg DU}_3\text{O}_8 / 0.85 \text{ kgDU} = \$0.88 \text{ per kgDU}$ .
3 (LES Prefiled Rebuttal Testimony re Transportation)	A5., line 5	0.55 to \$0.65 per kg
3 (LES Prefiled Rebuttal Testimony re Transportation)	A5., lines 5-6	0.75 to \$0.85 per kg
2457	21	55 to 65

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Page #	Line #	Redaction
2459	2-3	75 to 85
2469	3	75
2469	3	85
2471	4	55
2471	6	75
2471	24	55
2471	24	65
2471	25	75
2471	25	85
2496	16	16
2496	21	36
9 (Revised Direct Testimony of Dr. Arjun Makhijani re Transportation)	A6., table, second column, line 1	0.55
9 (Revised Direct Testimony of Dr. Arjun Makhijani re Transportation)	A6., table, second column, line 1	0.65
9 (Revised Direct Testimony of Dr. Arjun Makhijani re Transportation)	A6., table, third column, line 1	0.81

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Page #	Line #	Redaction
9 (Revised Direct Testimony of Dr. Arjun Makhijani re Transportation)	A6., table, third column, line 1	0.96
9 (Revised Direct Testimony of Dr. Arjun Makhijani re Transportation)	A6., table, second column, line 2	0.75
9 (Revised Direct Testimony of Dr. Arjun Makhijani re Transportation)	A6., table, second column, line 2	0.85
9 (Revised Direct Testimony of Dr. Arjun Makhijani re Transportation)	A6., table, third column, line 2	0.88
9 (Revised Direct Testimony of Dr. Arjun Makhijani re Transportation)	A6., table, third column, line 2	1.00
11 (Revised Direct Testimony of Dr. Arjun Makhijani re Transportation)	5	1.69



Page #	Line #	Redaction
11 (Revised Direct Testimony of Dr. Arjun Makhijani re Transportation)	5	1.96
2 (Revised Rebuttal Testimony of Dr. Arjun Makhijani re Transportation)	A2., line 3	0.55
2 (Revised Rebuttal Testimony of Dr. Arjun Makhijani re Transportation)	A2., line 3	0.75
4 (Revised Rebuttal Testimony of Dr. Arjun Makhijani re Transportation)	Table	<p>**</p> <p>** The cost of deconversion, transportation, and storage were taken from the actual contractual arrangement between Urenco and Cogema in which depleted uranium hexafluoride has changed hands and has been deconverted to <math>\text{DU}_3\text{O}_8</math> at the operating Pierrelatte Plant. The contract price of 5.50 euros per kilogram was converted to 2004 dollars by using the exchange rate currently employed by LES (\$1.291 per euro).</p>
2522	17-18	5 euros and 50
2522	18	5 --
2522	23	5 euros and 50, which 3 euros and 20,
2523	1-3	And the 7.10 figure in my testimony is simply the 5.50 euros from the Urenco contract, multiplied by the dollar 29, 1.291.
2523	14-15	It would be about 2 euros and 30 multiplied by 1.3. It would be about 3 dollars.
2523	15	3

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Page #	Line #	Redaction
2523	21	3
2524	1	3
2527	20	19
2528	15	three
2529	7	three
2535	6	nine
2535	15	nine
2535	20	19
2535	21	16
2535	21	16
2535	23	35
2535	25	35
2535	25	nine
2535	25	44
2537	17	nine
17 (LES Prefiled Direct Testimony re Disposal)	1	80 to \$120
17 (LES Prefiled Direct Testimony re Disposal)	3	80
17 (LES Prefiled Direct Testimony re Disposal)	7	2.7

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Page #	Line #	Redaction
17 (LES Prefiled Direct Testimony re Disposal)	7	3.0
17 (LES Prefiled Direct Testimony re Disposal)	A28., line 5	0.23
17 (LES Prefiled Direct Testimony re Disposal)	A28., line 5	five
17 (LES Prefiled Direct Testimony re Disposal)	A28., line 7	0.23
17 (LES Prefiled Direct Testimony re Disposal)	A28., line 7	16.87
18 (LES Prefiled Direct Testimony re Disposal)	8	80
16 (LES Prefiled Rebuttal Testimony re Disposal)	A16., line 10	80
2793	11	80
2795	16	16
2795	16	87
2795	18	80
2801	8	80

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Page #	Line #	Redaction
2801	8	120
2801	9	80
2801	9	120
2801	11	80
2802	18	Twenty-three
2802	20	Twenty-three
2803	16	23
2803	19	5
2804	19	80
2804	20	80
2804	22	three
2807	2	Eighty
2807	4	80
2807	6	Eighty
2807	11	23
2808	17	80
2812	6	80
2813	1	80

**LES**  
**October 2005 Evidentiary Hearing**  
**Transcript Redactions**  
**Thursday, October 27, 2005**

<b>Page #</b>	<b>Line #</b>	<b>Redaction</b>
8 (NRC Prefiled Direct Testimony re Disposal)	A14., line 2	80
8 (NRC Prefiled Direct Testimony re Disposal)	A14., line 2	120
8 (NRC Prefiled Direct Testimony re Disposal)	A14., line 5	80
8 (NRC Prefiled Direct Testimony re Disposal)	A14., line 7	2.7
8 (NRC Prefiled Direct Testimony re Disposal)	A14., line 7	3.0
8 (NRC Prefiled Direct Testimony re Disposal)	A15., line 3	80
8 (NRC Prefiled Direct Testimony re Disposal)	A15., line 3	120
8 (NRC Prefiled Direct Testimony re Disposal)	A15., line 12	80

## ATTACHMENT 1

Page #	Line #	Redaction
8 (NRC Prefiled Direct Testimony re Disposal)	A15., line 12	seven
2948	22	2.7
2948	23	three
2949	19	a dollar 43
2956	14	80
2956	25	80
18 (Revised Direct Testimony of Dr. Arjun Makhijani re Disposal)	A9., line 1 (on page 18)	two years worth
18 (Revised Direct Testimony of Dr. Arjun Makhijani re Disposal)	A9., line 2 (on page 18)	16,800
18 (Revised Direct Testimony of Dr. Arjun Makhijani re Disposal)	A9., line 2 (on page 18)	14,250
18 (Revised Direct Testimony of Dr. Arjun Makhijani re Disposal)	A9., line 3 (on page 18)	11

Page #	Line #	Redaction
18 (Revised Direct Testimony of Dr. Arjun Makhijani re Disposal)	A9., lines 4-6 1 (on page 18)	The MOA also states that the proposed WCS would be sufficiently large to contain the full amount if it was eventually disposed of at the proposed WCS site.
19 (Revised Direct Testimony of Dr. Arjun Makhijani re Disposal)	A9., line 11-13 (on page 19)	LES and WCS acknowledge and agree that neither party accepts <i>any responsibility</i> for nor make[s] any representation or warranty, express or implied, with respect to the information provided to the other party in accordance with this MOA.
23 (Revised Rebuttal Testimony of Dr. Arjun Makhijani re Disposal)	table	<p>**</p> <p>** The cost of deconversion, transportation, and storage were taken from the actual contractual arrangement between Urenco and Cogema in which depleted uranium hexafluoride has changed hands and has been deconverted to <math>\text{DU}_3\text{O}_8</math> at the operating Pierrelatte Plant. The contract price of 5.50 euros per kilogram was converted to 2004 dollars by using the exchange rate currently employed by LES (\$1.291 per euro).</p>

UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION

BEFORE THE ATOMIC SAFETY AND LICENSING BOARD

In the Matter of:	)	Docket No. 70-3103-ML
	)	
Louisiana Energy Services, L.P.	)	ASLBP No. 04-826-01-ML
	)	
(National Enrichment Facility)	)	

CERTIFICATE OF SERVICE

I hereby certify that copies of the "ADDITIONAL JOINT REPORT REGARDING REDACTION OF PROPRIETARY INFORMATION FROM OCTOBER 2005 HEARING TRANSCRIPT AND ASSOCIATED PROPRIETARY EXHIBITS" in the captioned proceeding has been served on the following by e-mail service, designated by \*\*, on November 15, 2005 as shown below. Additional service has been made by deposit in the United States mail, first class, this 15th day of November 2005.

Chairman Nils J. Diaz  
U.S. Nuclear Regulatory Commission  
Washington, DC 20555-0001

Commissioner Jeffrey S. Merrifield  
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Washington, DC 20555-0001

Commissioner Edward McGaffigan  
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Commissioner Gregory B. Jaczko  
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Commissioner Peter B. Lyons  
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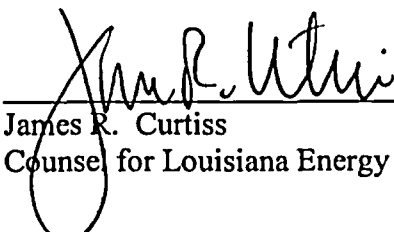
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James R. Curtiss  
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