



June 28, 2012

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RECEIVED
REGION I

License No. 06-00217-06
Docket No. 03003754
Control No. 575937

Mr. John Nicholson
U.S. Nuclear Regulatory Commission, Region I
2100 Renaissance Boulevard, Suite 100
King of Prussia, PA 19406-2713

Subject: Transmittal of Financial Assurance Instruments

References: (A) Letter, John F. Conant (ABB) to John Nicholson (NRC), dated September 2, 2011
(B) Letter, John Nicholson (NRC) to John F. Conant (ABB), dated November 3, 2011
(C) Letter, John Nicholson (NRC) to John F. Conant (ABB), dated February 28, 2012

Dear Mr. Nicholson:

This letter serves to submit ABB Inc. financial assurance instruments in support of decommissioning and license termination for ABB's Combustion Engineering (CE) Windsor, Connecticut site ("Site"). As requested in Reference (A), ABB's Decommissioning Funding Plan Revision 3 (DFP), the financial information in these documents is considered proprietary, and ABB requests that these documents be withheld from public disclosure under 10 CFR 2.039 for the reasons stated. As such, a redacted version of these documents is also provided that may be made publicly available. Reference (B) provided NRC acceptance of ABB's proposed DFP.

Please note that since ABB's NRC License No. SNM-1067, Docket No. 07001100, Mail Control No. 575938 was terminated by the NRC via Reference (C), the enclosed financial assurance instruments only reference ABB's remaining NRC License No. 06-00217-06.

The form of the enclosed Letter of Credit substantively follows NRC guidance in NUREG-1757, Vol. 3. The enclosed Certification of Financial Assurance likewise is presented in a form that substantively follows the guidance in NUREG-1757, Vol. 3. The enclosed Standby Trust Agreement is substantively in the form of the previously approved ABB Trust Agreement, dated January 9, 2009 (submitted January 14, 2009).

ABB Inc.

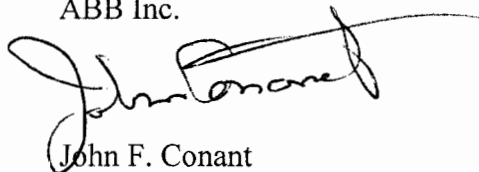
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June 28, 2012

Upon acceptance of these enclosed financial assurance instruments, it is requested that all prior original financial assurance instruments filed with the NRC for Licenses No. 06-00217-06 and No. SNM-1067 be returned to ABB promptly. Please also note that the NRC letter returning the prior documents should contain the following language: "the Irrevocable Standby Letter of Credit, JPMorgan Chase bank L/C No. [Note: L/C No. to be added by NRC], has been superseded and may be terminated."

If there are any questions or comments concerning this matter, please contact me at (860) 687-4904 or by e-mail at john.conant@us.abb.com.

Sincerely,

ABB Inc.



John F. Conant

Director, Nuclear Engineering and Compliance

JFC:et

Enclosures: Affidavit
Original Letter of Credit
Original Certification of Financial Assurance
Original Standby Trust Agreement
Redacted Copies of Original Enclosures

xc: E. B. Lyon, Esq. (ABB)

**Redacted
Copies**



JPMorgan Chase Bank, N.A.
Global Trade Services
131 South Dearborn, 5th Floor
Mail Code: IL1-0236
Chicago, IL 60603-5506

JAN 6, 2012

OUR L/C NO. : [REDACTED]

[REDACTED]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [REDACTED]

BENEFICIARY:

U.S. NUCLEAR REGULATORY COMMISSION
WASHINGTON, DC 20555

APPLICANT:

ABB INC.
5 WATERSIDE CROSSING
WINDSOR, CT 06095

AMOUNT: [REDACTED]

DATE OF EXPIRATION: DECEMBER 31, 2012

DEAR SIR OR MADAM:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO.

[REDACTED] IN YOUR FAVOR, AT THE REQUEST AND FOR THE ACCOUNT OF ABB INC.,
5 WATERSIDE CROSSING, WINDSOR, CT 06095, NRC LICENSE NO. 06-00217-06,
DOCKET NO. 03003754 UP TO THE AGGREGATE AMOUNT OF [REDACTED]

AVAILABLE UPON PRESENTATION OF:

(1) YOUR SIGHT DRAFT, BEARING REFERENCE TO THIS LETTER OF CREDIT NO.
[REDACTED] AND

(2) YOUR SIGNED STATEMENT REGARDING AS FOLLOWS: "I CERTIFY THAT THE
AMOUNT OF THE DRAFT IS PAYABLE PURSUANT TO REGULATIONS ISSUED UNDER
AUTHORITY OF THE U.S. NUCLEAR REGULATORY COMMISSION."

NONNEGOTIABLE



JPMorgan Chase Bank, N.A.
Global Trade Services
131 South Dearborn, 5th Floor
Mail Code: IL1-0236
Chicago, IL 60603-5506

JAN 6, 2012

OUR L/C NO. : [REDACTED]

[REDACTED]

THIS LETTER OF CREDIT IS ISSUED IN ACCORDANCE WITH REGULATIONS ISSUED UNDER THE AUTHORITY OF THE U.S. NUCLEAR REGULATORY COMMISSION (NRC), AN AGENCY OF THE U.S. GOVERNMENT, PURSUANT TO THE ATOMIC ENERGY ACT OF 1954, AS AMENDED, AND THE ENERGY REORGANIZATION ACT OF 1974. NRC HAS PROMULGATED REGULATIONS IN TITLE 10, CHAPTER I OF THE CODE OF FEDERAL REGULATIONS, PART 30 WHICH REQUIRE THAT A HOLDER OF, OR AN APPLICANT FOR, A MATERIALS LICENSE ISSUED UNDER 10 CFR PART 30 PROVIDE ASSURANCE THAT FUNDS WILL BE AVAILABLE WHEN NEEDED FOR DECOMMISSIONING.

THIS LETTER OF CREDIT IS EFFECTIVE IMMEDIATELY AND SHALL EXPIRE ON DECEMBER 31, 2012, BUT SUCH EXPIRATION DATE SHALL BE AUTOMATICALLY EXTENDED FOR A PERIOD OF ONE YEAR FROM THE EXPIRATION DATE HEREOF, AND ON EACH SUCCESSIVE EXPIRATION DATE, UNLESS, AT LEAST 90 DAYS BEFORE THE CURRENT EXPIRATION DATE, WE NOTIFY BOTH YOU AND ABB INC., BY CERTIFIED MAIL, AS SHOWN ON THE SIGNED RETURN RECEIPTS. IF ABB INC. IS UNABLE TO SECURE ALTERNATIVE FINANCIAL ASSURANCE TO REPLACE THIS LETTER OF CREDIT WITHIN 30 DAYS OF NOTIFICATION OF CANCELLATION, NRC MAY DRAW UPON THE FULL VALUE OF THIS LETTER OF CREDIT PRIOR TO CANCELLATION. THE BANK SHALL GIVE IMMEDIATE NOTICE TO THE APPLICANT AND NRC OF ANY NOTICE RECEIVED OR ACTION FILED ALLEGING (1) THE INSOLVENCY OR BANKRUPTCY OF THE FINANCIAL INSTITUTION OF (2) ANY VIOLATION OF REGULATORY REQUIREMENTS THAT COULD RESULT IN SUSPENSION OR REVOCATION OF THE BANK'S CHARTER OR LICENSE TO DO BUSINESS. THE FINANCIAL INSTITUTION ALSO SHALL GIVE IMMEDIATE NOTICE IF THE BANK, FOR ANY REASON, BECOMES UNABLE TO FULFILL ITS OBLIGATION UNDER THE LETTER OF CREDIT.



JPMorgan Chase Bank, N.A.
Global Trade Services
131 South Dearborn, 5th Floor
Mail Code: IL1-0236
Chicago, IL 60603-5506

OUR L/C NO. : **JAN 6, 2012**
[REDACTED]

[REDACTED]

WHENEVER THIS LETTER OF CREDIT IS DRAWN ON, UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT, WE SHALL DULY HONOR SUCH DRAFT UPON ITS PRESENTATION TO US WITHIN 30 DAYS, AND WE SHALL DEPOSIT THE AMOUNT OF THE DRAFT DIRECTLY INTO THE STANDBY TRUST FUND OF ABB INC. IN ACCORDANCE WITH YOUR INSTRUCTIONS.

EACH DRAFT MUST BEAR ON ITS FACE THE CLAUSE: "DRAWN UNDER LETTER OF CREDIT NO. [REDACTED], DATED JANUARY 6, 2012, AND THE TOTAL OF THIS DRAFT AND ALL OTHER DRAFTS PREVIOUSLY DRAWN UNDER THIS LETTER OF CREDIT DOES NOT EXCEED [REDACTED]"

AUTHORIZED SIGNATURE

Jon P. Pierson
Assistant Vice President



JPMorgan Chase Bank, N.A.
Global Trade Services
131 South Dearborn, 5th Floor
Mail Code: IL1-0236
Chicago, IL 60603-5506

OUR L/C NO. : **JAN 6, 2012**
[REDACTED]

[REDACTED]

JPMORGAN CHASE BANK, N.A.
C/O JPMORGAN TREASURY SERVICES
ATTN: STANDBY LETTER OF CREDIT DEPT.
4TH FL.
10420 HIGHLAND MANOR DRIVE
TAMPA, FLORIDA 33610
1-800-634-1969

DATE: JANUARY 6, 2012

THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS 2007 REVISION, PUBLISHED BY THE INTERNATIONAL CHAMBER OF COMMERCE (PUBLICATION NO.600) .

[REDACTED]

CERTIFICATION OF FINANCIAL ASSURANCE

NRC License No. 06-00217-06, Docket No. 030-03754

Principal: ABB Inc.
 5 Waterside Crossing
 Windsor, CT 06095

Address of
Licensed Activity: ABB Inc.
 2000 Day Hill Road
 Windsor, CT 06095

Issued to: U.S. Nuclear Regulatory Commission

I certify that ABB Inc. is licensed to possess the following types of unsealed byproduct material with a half-life greater than 120 days licensed under 10 CFR Part 30 in the following amounts:

| <u>Type of Material</u> | <u>Amount of Material</u> |
|--|--|
| A. Any byproduct material with Atomic numbers 1 through 83 | 0.5 curies |
| B. Any byproduct material with Atomic numbers 84 through 103 | Not to exceed 3 millicuries per nuclide and 30 millicuries total |
| C. Source material | 100 kilograms |
| D. Uranium-235 | 325 grams* |

*The licensee is authorized to possess the total inventory of uranium-235 that existed within contaminated structure, soils, and debris as of December 31, 2008. The amount of uranium-235 specified in Item D. above excludes undisturbed contaminated structures, soils, and debris and packaged waste that meets the requirements for exemption from classification as fissile material specified in 10 CFR 71.15.

I also certify that financial assurance in the amount of [REDACTED] has been obtained for the purpose of decommissioning as prescribed by 10 CFR Parts 30.

ABB INC.

By: *E. Barry Lyon*

Date: May 30, 2012

Title: Vice President, Assistant Secretary

[REDACTED]

EXECUTION

STANDBY TRUST AGREEMENT

NRC LICENSE No. 06-00217-06

This Standby Trust Agreement, the "Agreement," entered into as of May 1, 2012, by and between ABB Inc., herein referred to as the "Grantor," and JPMorgan Chase Bank, N.A. herein referred to as the "Trustee."

WHEREAS, the U.S. Nuclear Regulatory Commission (NRC), an agency of the U.S. Government, pursuant to the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974 has promulgated regulation in Title, 10, Chapter I of the Code of Federal Regulations, Part 30, 40, 70 and 72. These regulations, applicable to the Grantor, require that a holder of, or an application for, a Part 30, 40,, 70 or 72 license provide assurance that funds will be available when needed for required decommissioning activities;

WHEREAS, Grantor desires to provide a letter of credit in the amount of [REDACTED] as financial security for required decommissioning activities under NRC License No. 06-00217-06;

WHEREAS, when payment is made under a letter of credit, the standby trust shall be used for the receipt of such payment; and

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this Agreement, and the Trustee is willing to act as trustee;

Now, therefore, the Grantor and Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means ABB Inc. the NRC licensee who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

Section 2. Costs of Decommissioning. This Agreement pertains to the costs of decommissioning the materials and activities identified in License Number 06-00217-06, issued pursuant to 10 CFR Part 30, as shown in Schedule A.

This Agreement pertains to the irrevocable standby Letter of Credit No. [REDACTED] issued by JPMorgan Chase Bank, N.A., in the amount of [REDACTED] from which the standby trust fund is established to receive payments.

NONNEGOTIABLE

[REDACTED]

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a standby trust fund (the Fund) for the benefit of the NRC. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided.

Section 4. Payment Constituting of the Fund. Payments made to the Trustee for the Fund shall consist of cash, securities, or other liquid assets acceptable to the Trustee. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee are referred to as the "Fund", together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount of, or adequacy of the Fund, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the NRC.

Section 5. Payment for Required Activities Specified in the Plan.

- a. A certificate duly executed by the Secretary or an Assistant Secretary of the Grantor attesting to the occurrence of the events, and in the form set forth in attached Specimen Certificate, and
- b. A certificate attesting to the following conditions:
 - (1) that decommissioning is proceeding pursuant to an NRC approved plan
 - (2) that the funds withdrawn will be expended for activities undertaken pursuant that Plan, and
 - (3) that the NRC has been given 30 days' prior notice of Grantor's intent to withdraw funds from the escrow fund.
- c. An order for payment of a stated amount to be withdrawn.

No withdrawal from the fund can exceed ten percent of the outstanding balance of the Fund or [REDACTED], whichever is greater, unless NRC approval is attached.

In the event of a Grantor's failure or inability to direct decommissioning activities, the Trustee shall make payments from the Fund as the NRC shall direct in writing to provide for the payment of the costs of required decommissioning activities for the licensed facility covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the NRC from the Fund for expenditures for such required activities and in such amounts as the NRC shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the NRC specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

[REDACTED]

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiaries and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(a) Securities or other obligations of the Grantor, or any of its affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. § 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the federal or a state government;

(b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal government, and in obligations of the Federal government such as GNMA, FNMA and FHLM bonds and certificates or State and Municipal bonds rated BBB or higher by Standard & Poor's or Baa or higher by Moody's Investment Services, and

(c) For a reasonable time, not to exceed 60 days, the Trustee is authorized to hold uninvested cash, awaiting investment or distribution, without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, comingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be comingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, (15 U.S.C. §80a-1 et seq.), including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its direction.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale, as necessary for prudent management of the Fund:

[REDACTED]

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to reinvest interest payments and funds from matured and redeemed instruments, to file proper forms concerning securities held in the Fund in a timely fashion with appropriate government agencies, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the U.S. Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the federal or state government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustees shall be paid from the Fund.

Section 10. Annual Valuation. After payment has been made into this standby trust fund, the Trustee shall annually, at least 30 days before the anniversary date of receipt of payment into the standby trust fund, furnish to the Grantor and to the NRC a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days before the anniversary date of the establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the NRC, or State agency, shall constitute a conclusively binding assent by the Grantor, barring the grantor from asserting any claim or liability against the Trustee with respect to the matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel with respect to any questions arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

[REDACTED]

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor. (See Schedule C.)

Section 13. Successor Trustee. Upon 90 days notice to the NRC and the grantor, the Trustee may resign; upon 90 days notice to the NRC and the Trustee, the Grantor may replace the Trustee; but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment, the successor is ready to assume its duties as trustee, and the NRC has agreed, in writing, that the successor is an appropriate Federal or State government agency or an entity that has the authority to act as a trustee and whose trust operations are regulated and examined by a Federal or State agency. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in writing sent to the Grantor, the NRC or State agency, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are signatories to this agreement or such other designees as the Grantor may designate in writing. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. If the NRC or State agency issues orders, requests and instructions to the Trustee these shall be in writing, signed by the NRC, or State agency, or their designees and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or termination of the authority of any person to act on behalf of the Grantor, the NRC, or State agency hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor, the NRC, or State agency, except as provided for herein.

Section 15. Amendment of the Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor and the Trustee and the NRC, or State agency, or by the Trustee and the NRC, or State agency if the Grantor ceases to exist.



Section 16. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 15, this Trust shall be irrevocable and shall continue until terminated at the written direction of the Grantor, the Trustee, and the NRC, or State agency, or by the Trustee and the NRC or State agency, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor or its successor.

Section 17. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor, the NRC or State agency, issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the trust fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 18. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of New York

Section 19. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each section of this Agreement shall not affect the interpretation or legal efficacy of this Agreement. If any part of this Agreement is invalid, it shall not affect the remaining provisions which will remain valid and enforceable.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK



In Witness whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written.

ABB Inc.

By: [Signature]

Title: SVP, Treasurer

By: [Signature]

Title: VP, Assistant Secretary

ATTEST: [Signature]

Title: VP, ASSIST SEC'Y -SEAL-

JPMorgan Chase Bank, N.A.

By: [Signature]

Title: SAVERIO A. LUNETTA
VICE PRESIDENT

ATTEST: [Signature]

Title: Vice President -SEAL-

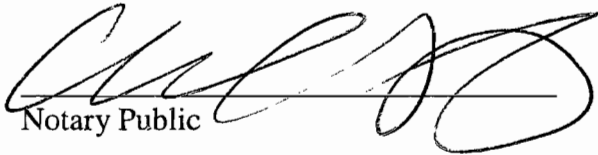


CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEW YORK

COUNTY OF NEW YORK

On this 18th day of June before me, a notary public in and for the city and state aforesaid, personally appeared Saverio Lyneth and he/she did depose and say that he/she is the Vice President of TPA Group Inc as Trustee, which executed the above instrument, that he/she knows the seal of said association; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of said trustee; and that he/she signed his/her name thereto by like order.


Notary Public

My Commission Expires:


[Official Seal]

MICHAEL JOHN KUZMICK
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN DUTCHESS COUNTY
NO. 02KU4997809
MY COMMISSION EXPIRES JUNE 15, 2014

STATE OF Connecticut

COUNTY OF Fairfield

On this June 12 2012 before me, a notary public in and for the State, personally appeared Daniel Hagmann and E. Barry Lyon each of whom did depose and say that he/she is the Senior Vice President, Treasurer and Vice President and Assistant Secretary, respectively, of ABB Inc., as Grantor, which executed the above instrument, that each knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of said Grantor; and that each signed his/her name thereto by like order.


Notary Public

My Commission Expires:

TERRI A. RAWLINGS
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2017

[Official Seal]

[REDACTED]



Specimen Certificate of Events

JPMorgan Chase Bank, N.A.

Attention:

Gentlemen:

In accordance with the terms of the Agreement with you dated as of May 1, 2012

I, _____, Assistant Secretary of ABB Inc., hereby certify that the following events have occurred:

1. ABB Inc. is required to continue the decommissioning of its facility located at 2000 Day Hill Road, Windsor, CT 06095 (hereinafter called decommissioning).
2. The plans and procedures for the commencement and conduct of the decommissioning have been approved by the United States Nuclear Regulatory Commission, or its successor, on _____ (copy of approval attached)
3. The Board of Directors ABB Inc. has adopted the attached resolution authorizing the commencement of the decommissioning.

Assistant Secretary of ABB Inc.

Date



Form of Certificate of Resolution

I, E. Barry Lyon, do hereby certify that I am Assistant Secretary of ABB Inc., a Delaware corporation, and that the resolution listed below was duly adopted by Unanimous Written Consent of this Corporation's Board of Directors on April 26, 2012.

RESOLVED, that this Board of Directors hereby authorizes the President and any Vice President, the Secretary and any Assistant Secretary of the Company, to continue decommissioning activities at 2000 Day Hill Road, Windsor, CT 06095, in accordance with the terms and conditions described to this Board of Directors in the attached summary description (Exhibit A) and with such other terms and conditions as the President or such other officer of the Company shall approve with and upon the advice of Counsel.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of this Corporation this ____ day of May, 2012.

Assistant Secretary




SCHEDULE A

This Agreement demonstrates financial assurance for the following cost estimate for the following licensed activities:

U.S. Nuclear Regulatory Commission Byproduct License Number: 06-02217-06
Docket Number: 030-03754

Name and Address or Licensee: ABB Inc.
5 Waterside Crossing
Windsor, CT 06095

Address of Licensed ABB Inc.
Activity: 2000 Day Hill Road
Windsor, CT 06095

Cost estimate for regulatory assurances demonstrated by this agreement: 

The cost estimate listed here was last adjusted and accepted by the NRC on November 3, 2011.



SCHEDULE B

Initial funds in Trust

NONE



SCHEDULE C

Trustee Fees

Prior to Funding of Trust - \$2,500 per annum