



CITY OF ANAHEIM, CALIFORNIA

Public Utilities Department

July 24, 1990

U.S. Nuclear Regulatory Commission
Attention: J. B. Martin, Regional Administrator
NRC Region V
1450 Maria Lane, Suite 210
Walnut Creek, CA 94696-5368

RECEIVED
NRC
REGION V
1990 JUL 27 AM 9:05

Subject: Docket Nos. 50-206, 50-361, and 50-362
10 CFR 50.33(k)(2); Report assuring the Availability
of Funds for Decommissioning San Onofre Units 2&3.

Dear Sir or Madam:

This letter is being submitted by the City of Anaheim, California as a licensee of San Onofre Nuclear Generating Station Units 2 and 3. Pursuant to the Participation Agreement executed on October 30, 1980 and as amended on March 15, 1982 the City owns 3.16 percent of San Onofre Units 2 and 3. In addition to the City of Anaheim, Southern California Edison, San Diego Gas and Electric, and the City of Riverside California are owners and licensees of San Onofre Units 2 and 3.

The enclosed certification constitutes the Financial Assurance Certification and Oath of Affirmation required by United States Nuclear Regulatory Commission regulation 10 CFR 50.75(b). Also enclosed, as part of the certification report, is a copy of the draft Trust and Investment Management Agreement as required by 10 CFR 50.75(e). The City of Anaheim Public Utilities Department is currently evaluating 7 bid proposals to provide trust and investment management services to the City. When the final agreement is approved by the Anaheim City Council the Department will forward executed copies of the trust instruments.

If you have any questions regarding this certification please contact Michael Bell, Financial Services Manager, at (714) 999-5100 ext. 5539.

Sincerely,

Darrell L. Ament
Darrell L. Ament
Acting Public Utilities General Manager

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FDR ADDOK 070007-1
FIC

(714) 999-5100

P. O. Box 3222, Anaheim, California 92803

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ANAHEIM PUBLIC UTILITIES DEPARTMENT
CERTIFICATE OF FINANCIAL ASSURANCE FOR
DECOMMISSIONING SAN ONOFRE UNIT 2
10 C.F.R. § 50.75 (b)

The Anaheim Public Utilities Department (Department) hereby certifies that financial assurance for decommissioning Anaheim's 3.16% interest in Unit 2 of the San Onofre Nuclear Generating Station will be provided in an amount which may be more but not less than 3.16% of the amount stated in 10 C.F.R. § 50.75(c)(1)(i), adjusted annually using a rate at least equal to that stated in 10 C.F.R. § 50.75(c)(2). Such amounts will be accumulated in accordance with 10 C.F.R. § 50.75(e), through the mechanism of an external sinking fund in which deposits are made at least annually, unless any such annual deposits have been prepaid.

The Department is currently evaluating 7 bid proposals to provide trust and investment management services to the Public Utilities Department. When these agreements are approved by the Anaheim City Council, the Department will forward executed copies of the trust instruments.

San Onofre Unit 2 is a Pressurized Water Reactor licensed to operate at a maximum reactor power of 3390 megawatts-thermal (Mwt). Therefore, San Onofre Unit 2 is subject to the 10 C.F.R. § 5.75(c)(1)(i) minimum funding requirements for a pressurized water reactor producing less than 3400 Mwt. Accordingly, the minimum value required in January 1986 dollars is equal to {75 million + [(0.0088) x 3390] million} or \$104.8 million. As required, this amount is adjusted annually at a rate which is at least equal to the rate determined by the formula stated in 10 C.F.R. § 50.75(c)(2) when the latest information available is used.

The Department further certifies that deposits will be made into the trust fund in an amount or amounts which are necessary to maintain a calendar year funding level at or above 3.16% of the multiplicative product of (A) and (B); where: (A) is the latest adjusted/escalated value for the required NRC minimum amount; and (B) is the fractional result obtained by dividing (C) by (D); where (C) is the number of years, and any portion thereof, between February 16, 1982 (issuance date of the License) and the end of the calendar year for which the amount is being calculated, and (D) is the number of years, and any portion thereof, between February 16, 1982 and October 18, 2013 (expiration date of the License).

Signed: Darrell L. Ament

Name: Darrell L. Ament
Title: Acting Public Utilities General Manager
Address: 200 S. Anaheim Blvd.
City: Anaheim, California 92805
Telephone No.: (714) 999-5177

ANAHEIM PUBLIC UTILITIES DEPARTMENT
CERTIFICATE OF FINANCIAL ASSURANCE FOR
DECOMMISSIONING SAN ONOFRE UNIT 3
10 C.F.R. § 50.75 (b)

The Anaheim Public Utilities Department (Department) hereby certifies that financial assurance for decommissioning Anaheim's 3.16% interest in Unit 3 of the San Onofre Nuclear Generating Station will be provided in an amount which may be more but not less than 3.16% of the amount stated in 10 C.F.R. § 50.75(c)(1)(i), adjusted annually using a rate at least equal to that stated in 10 C.F.R. § 50.75(c)(2). Such amounts will be accumulated in accordance with 10 C.F.R. § 50.75(e), through the mechanism of an external sinking fund in which deposits are made at least annually, unless any such annual deposits have been prepaid.

The Department is currently evaluating 7 bid proposals to provide trust and investment management services to the Public Utilities Department. When these agreements are approved by the Anaheim City Council, the Department will forward executed copies of the trust instruments.

San Onofre Unit 3 is a Pressurized Water Reactor licensed to operate at a maximum reactor power of 3390 megawatts-thermal (Mwt). Therefore, San Onofre Unit 3 is subject to the 10 C.F.R. § 50.75(c)(1)(i) minimum funding requirements for a pressurized water reactor producing less than 3400 Mwt. Accordingly, the minimum value required in January 1986 dollars is equal to {75 million + [(0.0088) x 3390] million} or \$104.8 million. As required, this amount is adjusted annually at a rate which is at least equal to the rate determined by the formula stated in 10 C.F.R. § 50.75(c)(2) when the latest information available is used.

The Department further certifies that deposits will be made into the trust fund in an amount or amounts which are necessary to maintain a calendar year funding level at or above 3.16% of the multiplicative product of (A) and (B); where: (A) is the latest adjusted/escalated value for the required NRC minimum amount; and (B) is the fractional result obtained by dividing (C) by (D); where (C) is the number of years, and any portion thereof, between November 15, 1982 (issuance date of the License) and the end of the calendar year for which the amount is being calculated, and (D) is the number of years, and any portion thereof, between November 15, 1982 and October 18, 2013 (expiration date of the License).

Signed: Darrell L. Ament

Name: Darrell L. Ament
Title: Acting Public Utilities General Manager
Address: 200 S. Anaheim Blvd.
City: Anaheim, California 92805
Telephone No.: (714) 999-5177

STATE OF CALIFORNIA

COUNTY OF ORANGE

I, Darrell L. Ament, represent that I am Acting Public Utilities General Manager, that the foregoing certification regarding decommissioning funds for San Onofre Unit 2 has been signed by me on behalf of the City of Anaheim with full authority to do so, that I have read such certification and know its contents, and that to the best of my knowledge and belief, the statements made herein are true and correct.

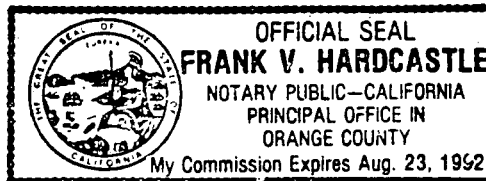
Darrell L. Ament
Darrell L. Ament
Acting Public Utilities
General Manager

Sworn To Before Me This 25th Day of JULY, 1990.

Frank V. Hardcastle
Notary Public

My Commission Expires

AUG. 23, 1992



STATE OF CALIFORNIA

COUNTY OF ORANGE

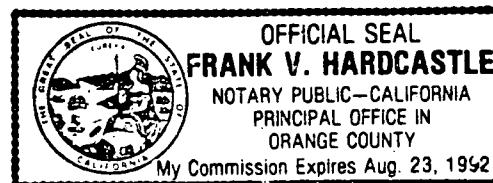
I, Darrell L. Ament, represent that I am Acting Public Utilities General Manager, that the foregoing certification regarding decommissioning funds for San Onofre Unit 3 has been signed by me on behalf of the City of Anaheim with full authority to do so, that I have read such certification and know its contents, and that to the best of my knowledge and belief, the statements made are true and correct.

Darrell L. Ament
Darrell L. Ament
Acting Public Utilities
General Manager

Sworn To Before Me This 25th Day of JULY, 1990

Frank V. Hardcastle
Notary Public

My Commission Expires
AUG. 23, 1992



DECOMMISSIONING TRUST FUND AGREEMENT

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2
3 THIS DECOMMISSIONING TRUST FUND AGREEMENT (the Agreement) is
4 entered into as of _____ by and between the
5 CITY OF ANAHEIM, a municipal corporation created pursuant to the
6 laws of the State of California, herein referred to as "Grantor",
7 and _____
8 [Name and address of a national bank or Trustee]
9 herein referred to as "Trustee".

R E C I T A L S :

10 WHEREAS, the United States Nuclear Regulatory Commission
11 (NRC), an agency of the United States Government, pursuant to the
12 Atomic Energy Act of 1954, as amended, and the Energy
13 Reorganization Act of 1974, has promulgated regulations in Title
14 10, Chapter I of the Code of federal Regulations, Part 50, which
15 Regulations require that a holder of, or an applicant for a license
16 issued pursuant to 10 CFR Part 50 provide assurance that funds will
17 be available when needed for required decommissioning activities;
18 and

19 WHEREAS, Grantor is an owner of an undivided 3.16 ownership
20 interest in Units 2 and 3 at the San Onofre Nuclear Generating
21 Station (SONGS 2 and 3); and

22 WHEREAS, the Grantor has elected to use a trust fund to
23 provide all of such financial assurance for the facilities at SONGS
24 2 and 3; and

25 WHEREAS, the Grantor has selected the Trustee to be the
26 trustee under this Agreement, and the Trustee is willing to act as
27 trustee.

28 NOW, THEREFORE, the Grantor and the Trustee agree as follows:

1 Section 1: Definitions. As used in this Agreement:

2 A. The term "Grantor" means the City of Anaheim and its
3 successors or assigns.

4 B. The term "Trustee" means the Trustee who enters into this
5 Agreement and any successor Trustee.

6 Section 2: Costs of Decommissioning. This Agreement
7 pertains to the costs of decommissioning the facility identified
8 in License Number _____ issued pursuant to 10 CFR
9 Part 50 as shown in Schedule A attached hereto.

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

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

28

1 Section 5: Payment for Required Activities Specified in
2 the Plan. The Trustee shall make payments from the Fund to the
3 Grantor upon presentation to the Trustee of the following:

4 A. A certificate duly executed by the City Clerk of the
5 Grantor attesting to the occurrence of the events, and in the form
6 set forth in the Specimen Certificate of Events attached as
7 Schedule C; and

8 B. A certificate attesting to the following conditions:

- 9 1. That decommissioning is proceeding pursuant to an
10 NRC-approved plan;
- 11 2. That the funds withdrawn will be expended for
12 activities undertaken pursuant to that Plan; and
- 13 3. That the NRC has been given thirty (30) days prior
14 notice of City of Anaheim's intent to withdraw funds
15 from the escrow fund.

16 In the event of the Grantor's default or inability to direct
17 decommissioning activities, the Trustee shall make payments from
18 the Fund as the NRC shall direct, in writing, to provide for the
19 payment of the costs of required activities covered by this
20 Agreement. The Trustee shall reimburse the Grantor or other
21 persons as specified by the NRC, from the Fund for expenditures for
22 required activities in such amounts as the NRC shall direct in
23 writing. In addition, the Trustee shall refund to the Grantor such
24 amounts as the NRC specifies in writing. Upon refund, such funds
25 shall no longer constitute part of the Fund as defined herein.

26 Section 6: Trust Management. The Trustee shall invest
27 and reinvest the principal and income of the Fund and keep the Fund
28 invested as a single fund, without distinction between principal

1 and income, in accordance with general investment policies and
2 guidelines which the Grantor may communicate in writing to the
3 Trustee from time to time, subject, however, to the provisions of
4 this Section. In investing, reinvesting, exchanging, selling, and
5 managing the Fund, the Trustee shall discharge its duties with
6 respect to the Fund solely in the interest of the beneficiary and
7 with the care, skill, prudence, and diligence under the
8 circumstances then prevailing which persons of prudence, acting in
9 a like capacity and familiar with such matters, would use in the
10 conduct of an enterprise of a like character and with like aims;
11 except that:

12 A. Securities or other obligations of the Grantor, or any
13 other owner or operator of the facilities, or any of their
14 affiliates as defined in the Investment Company Act of 1940, as
15 amended (15 U.S.C. 80A-2(a)), shall not be acquired or held, unless
16 they are securities or other obligations of the Federal or a State
17 government;

18 B. The Trustee is authorized to invest the Fund in those
19 investments authorized by law for Grantor, including, but not
20 limited to, those referred to in Section 53631 (or its successor)
21 of the California Government Code.

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

24 A. Subject to the provisions of Section 6, to transfer from
25 time to time any or all of the assets of the Fund to any common,
26 commingled, or collective trust fund created by the Trustee in
27 which the Fund is eligible to participate, subject to all of the
28 provisions thereof, to be commingled with the assets of other

1 trusts participating therein.

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

6 A. To sell, exchange, convey, transfer, or otherwise dispose
7 of any property held by it, by public or private sale, as necessary
8 for prudent management of the Fund;

9 B. To make, execute, acknowledge, and deliver any and all
10 documents of transfer and conveyance and any and all other
11 instruments that may be necessary or appropriate to carry out the
12 powers herein granted;

13 C. To register any securities held in the Fund in its own
14 name, or in the name of a nominee, and to hold any security in
15 bearer form or in book entry, or to combine certificates
16 representing such securities with certificates of the same issue
17 held by the Trustee in other fiduciary capacities, to reinvest
18 interest payments and funds from matured and redeemed instruments,
19 to file proper forms concerning securities held in the Fund in a
20 timely fashion with appropriate government agencies, or to deposit
21 or arrange for the deposit of such securities in a qualified
22 central depository even though, when so deposited, such securities
23 may be merged and held in bulk in the name of the nominee or such
24 depository with other securities deposited therein by another
25 person, or to deposit or arrange for the deposit of any securities
26 issued by the United States Government, or any agency or
27 instrumentality thereof, with a Federal Reserve Bank, but the books
28 and records of the Trustee shall at all times show that all such

1 securities are part of the Fund;

2 D. To deposit any cash in the Fund in interest-bearing
3 accounts maintained or savings certificates issued by the Trustee,
4 in its separate corporate capacity, or in any other banking
5 institution affiliated with the Trustee, to the extent insured by
6 an agency of the Federal Government; and

7 E. To compromise or otherwise adjust all claims in favor of
8 or against the Fund.

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

18 Section 10: Annual Valuation. After payment has been made
19 into this trust fund, the Trustee shall annually, at least thirty
20 (30) days before the anniversary date of receipt of payment into
21 the trust fund, furnish to the Grantor and to the NRC a statement
22 confirming the value of the Trust. Any securities in the Fund
23 shall be valued at market value as of no more than sixty (60) days
24 before the anniversary date of the establishment of the Fund. The
25 failure of the Grantor to object in writing to the Trustee within
26 ninety (90) days after the statement has been furnished to the
27 Grantor and the NRC shall constitute a conclusively binding assent
28 by the Grantor, barring the Grantor from asserting any claim or

1 liability against the Trustee with respect to the matters disclosed
2 in the statement.

3 Section 11: Advice of Counsel. The Trustee may from time
4 to time consult with counsel, who may be counsel to the Grantor,
5 with respect to any question arising as to the construction of this
6 Agreement or any action to be taken hereunder. The Trustee shall
7 be fully protected, to the extent permitted by law, in acting on
8 the advice of counsel.

9 Section 12: Trustee Compensation. The Trustee shall be
10 entitled to reasonable compensation for its services as agreed upon
11 in writing from time to time with the Grantor. Initially, such
12 compensation shall be \$ _____ [insert amount of
13 compensation].

14 Section 13: Successor Trustee. Upon ninety (90) days
15 notice to the Grantor and the NRC, the Trustee may resign; upon
16 ninety (90) days notice to the NRC and the Trustee, the Grantor may
17 replace the Trustee; but such resignation or replacement shall not
18 be effective until the Grantor has appointed a successor Trustee
19 and this successor accepts the appointment. The successor Trustee
20 shall have the same powers and duties as those conferred upon the
21 Trustee hereunder. Upon the successor Trustee's acceptance of the
22 appointment, the Trustee shall assign, transfer, and pay over to
23 the successor Trustee the funds and properties then constituting
24 the Fund. If for any reason the Grantor cannot or does not act in
25 the event of the resignation of the Trustee, the Trustee may apply
26 to a court of competent jurisdiction for the appointment of a
27 successor Trustee or for instructions. The successor Trustee shall
28 specify the date on which it assumes administration of the trust

1 in a writing sent to the Grantor and the NRC and the present
2 Trustee by certified mail ten (10) days before such change becomes
3 effective. Any expenses incurred by the Trustee as a result of any
4 of the acts contemplated by this Section shall be paid as provided
5 in Section 9.

6 Section 14: Instructions to the Trustee. All orders,
7 requests, and instructions by the Grantor to the Trustee shall be
8 in writing, signed by such persons as are signatories to this
9 Agreement or such other designees as the Grantor may designate in
10 writing. The Trustee shall be fully protected in acting without
11 inquiry in accordance with the Grantor's orders, requests, and
12 instructions. If the NRC issues orders, requests, or instructions
13 to the Trustee there shall be in writing, signed by the NRC, or its
14 designee, and the Trustee shall act and shall be fully protected
15 in acting in accordance with such orders, requests and
16 instructions. The Trustee shall have the right to assume, in the
17 absence of written notice to the contrary, that no event
18 constituting a change or a termination of the authority of any
19 person to act on behalf of the Grantor or the NRC hereunder has
20 occurred. The Trustee shall have no duty to act in the absence of
21 such orders, requests and instructions from the Grantor or the NRC,
22 except as provided for herein.

23 Section 15: Amendment of Agreement. This Agreement may be
24 amended by an instrument in writing executed by the Grantor and the
25 Trustee or by the Trustee and the NRC if the Grantor ceases to
26 exist.

27 Section 16: Irrevocability and Termination. Subject to
28 the right of the parties to amend this Agreement as provided in

1 Section 15, this trust shall be irrevocable and shall continue
2 until terminated at the written agreement of the Grantor, the
3 Trustee, and the NRC, or by the Trustee and the NRC, if the Grantor
4 ceases to exist. Upon termination of the trust, all remaining
5 trust property, less final trust administration expenses, shall be
6 delivered to the Grantor or its successor.

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

17 Section 18: This Agreement shall be administered, construed
18 and enforced according to the laws of the State of California.

19 Section 19: Interpretation and Severability. As used in
20 this Agreement, words in the singular include the plural and words
21 in the plural include the singular.

22 The descriptive headings for each section of this Agreement
23 shall not affect the interpretation or the legal efficacy of this
24 Agreement. If any part of this Agreement is invalid, it shall not
25 affect the remaining provisions which will remain valid and
26 enforceable.

27 IN WITNESS WHEREOF, the Parties have caused this Agreement to
28 be executed by the respective officers duly authorized as of the

1 date first written above.

2

CITY OF ANAHEIM

3

By _____
Mayor

4

5 ATTEST:

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Name of Trustee

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By _____
Signature of Representative

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Title

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(C\388A)
6/19/90

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SCHEDULE A

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

<u>U.S. NUCLEAR REGULATORY COMMISSION LICENSE NO.</u>	<u>NAME AND ADDRESS OF LICENSE</u>	<u>ADDRESS OF LICENSED ACTIVITY</u>	<u>COST ESTIMATES FOR REGULATORY ASSURANCES DEMONSTRATED BY THIS AGREEMENT</u>
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The cost estimates listed here were last adjusted and approved by the NRC on _____.

SCHEDULE B

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SCHEDULE C

SPECIMEN CERTIFICATE OF EVENTS

[Insert name and address of Trustee]

Attention: Trust Division

Gentlemen:

In accordance with the terms of the Agreement between the City of Anaheim and _____ [insert name of Trustee] dated _____, I, _____, City Clerk of the City of Anaheim, hereby certify that the following events have occurred:

1. The City of Anaheim is required to commence the decommissioning of its facility located at [insert location of facility] (hereinafter called the 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 City Council of the City of Anaheim has adopted the attached Resolution authorizing the commencement of the decommissioning.

City Clerk of the City of Anaheim

Date: _____

ACCELERATED DISTRIBUTION DEMONSTRATION SYSTEM

REGULATORY INFORMATION DISTRIBUTION SYSTEM (RIDS)

ACCESSION NBR: 9008100064 DOC. DATE: 90/07/24 NOTARIZED: YES DOCKET #
 FACIL: 50-206 San Onofre Nuclear Station, Unit 1, Southern Californ 05000206
 50-361 San Onofre Nuclear Station, Unit 2, Southern Californ 05000361
 50-362 San Onofre Nuclear Station, Unit 3, Southern Californ 05000362

AUTH. NAME AUTHOR AFFILIATION
 AMENT, D.L. Anaheim, CA
 RECIP. NAME RECIPIENT AFFILIATION
 Region 5, Ofc of the Director

SUBJECT: Forwards rept assuring availability of funds for decommissioning facilities.

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NOTES: License Exp date in accordance with 10CFR2,2.109. 05000206

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	KOKAJKO, L.	1		1				
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	AEOD/DEIIB	1		1	AEOD/TPAD	1		1
	DEDRO	1		1	NRR MORISSEAU, D	1		1
	NRR SHANKMAN, S	1		1	NRR/DLPQ/LPEB10	1		1
	NRR/DOEA DIR. 11	1		1	NRR/DREP/PEPB9D	1		1
	NRR/DRIS/DIR	1		1	NRR/DST/DIR 8E2	1		1
	NRR/PMAS/ILRB12	1		1	NUDOCS-ABSTRACT	1		1
	OE DTR	1		1	OGC/HDS2	1		1
	<u>REG FILE</u> 02	1		1	RGN5 FILE 01	1		1
EXTERNAL:	LPDR	2		2	NRC PDR	1		1
	NSIC	1		1				

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