

MAY 15 1992

Minnesota Mining & Manufacturing Co.  
ATTN: Robert G. Wissink, Manager  
Health Physics Services  
3M Center  
St. Paul, MN 55101

License Numbers: 22-00057-06;  
22-00067-07; and  
22-0057-61

Dear Mr. Wissink:

We have reviewed your decommissioning financial assurance submittal dated July 18, 1990 and subsequent submittals dated September 27, 1991 and April 17, 1992. Within the scope of our review, no further deficiencies were identified. A copy of this information will be placed in your license file.

If you have any questions or require clarification on any of the information stated above, you may contact us at (708) 790-5625.

Sincerely,

Original Signed By  
John R. Madera  
Materials Licensing Section

9310200300 930515  
PDR ADDCK 03004951  
C PDR

RIII  
*JRM*  
Madera/mc  
5/13/92

RIII  
*McCann*  
McCann 5/14/92

*any SD '90  
00034*

*00034*

(FOR LFMS USE)  
INFORMATION FROM LTS

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: PROGRAM CODE: 03211  
: STATUS CODE: 0  
: FEE CATEGORY: 3A 3B 1D  
: EXP. DATE: 19920531  
: FEE COMMENTS: 1D ADDED 6/30/89
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COMMENTS: 1P ADDED 6/30  
.....  
check 3M Stange

APPLICANT/LICENSEE: MINNESOTA MINING & MFG. CO.  
RECEIVED DATE: 900726  
DOCKET NO: 3004951  
CONTROL NO.: 300034  
LICENSE NO.: 22-00057-06  
ACTION TYPE: AMENDMENT

950.00  
- 619.779  
\$320 applied

SIGNED P. Duttaff  
DATE 8-6-90

CHECK WHEN MILESTON  
(3N) 346/D

AMENDMENT  
RENEWAL  
LICENSE

SIGNED \_\_\_\_\_  
DATE \_\_\_\_\_

300036 = 22-00057-61 38  
300035 = 22-00057-07 3

~~CONFIDENTIAL~~



April 17, 1992

U. S. Nuclear Regulatory Commission  
Region III  
799 Roosevelt Road  
Glen Ellyn, IL 60137

Attention: Ms. Cassandra F. Frazier  
Materials Licensing Section

Dear Ms. Frazier:

Subject: Certification of Financial Assurance - NRC  
Licenses 22-00057-06, 22-00057-07 and 22-00057-61,  
NRC Control Numbers 00034, 00035 and 00036.

This letter is in response to your letter dated March 13, 1992 received in our office on March 19, 1992. Responses are in accordance with the question numbering of your letter.

1. Escrow Agreement Paragraph 4.

Enclosed as Attachment A is one signed original and one copy of 3M's revised Escrow Agreement with Norwest Bank Minnesota, N.A.. Paragraph 4 has been modified to fill in the blanks of the phrase pertaining to the fund withdrawal provision.

2. Escrow Agreement Paragraph 8.

Paragraph 8 of the Escrow Agreement has been modified to correctly identify the licensee as 3M and to include the omitted phrase recommended by the NRC.

3.a. Escrow Agreement Paragraph 17.

The first sentence of Paragraph 17 in the original agreement has been amended to protect the escrow agent only if acting with care, prudence, and diligence, as well as good faith.

3.b. Escrow Agreement Paragraph 17,

The second sentence of Paragraph 17 in the original agreement that indemnified the escrow agent and provided for the payment of defense expenses incurred by the escrow agent has now been deleted.

4. Verification of Escrow Agent Receipt of Certified Resolution and Certificate of Names and Specimen Signatures.

RECEIVED

APR 22 1992

REGION III

Ms. Cassandra F. Frazier  
U.S. Nuclear Regulatory Commission  
Page 2  
April 17, 1992

Attachment B contains one signed original and one copy of the letter of transmittal of the subject documents from 3M to the Escrow Agent and Attachment C contains one signed original and one copy of the letter acknowledging receipt and satisfaction by the Escrow Agent.

5. Specimen of Certificate of Events


Two copies of a specimen Certificate of Events is enclosed as Attachment D. The scope of the July 25, 1990 resolution of the 3M Board of Directors Executive Committee referenced and attached to the specimen Certificate of Events is sufficiently broad to preclude the need for a separate resolution at the time decommissioning is to commence.

6. Licensee Authorized Representative

Enclosed as Attachment E are two copies of evidence that Dwight A. Peterson, 3M Vice President and Treasurer, is authorized to enter into an escrow agreement for 3M. The original has been retained by Norwest Bank Minnesota, N.A. as shown in Attachments B and C.

Should you have questions regarding this letter and enclosures, please contact Duane C. Hall of this office at 612/733-7316.

Sincerely,

  
Robert G. Wissink, Manager  
Health Physics Services

RGW/DCH/ckm

Enclosures

finasl.doc



ATTACHMENT A

REVISED ESCROW AGREEMENT  
Dated April 10, 1992

## ESCROW NUMBER \_\_\_\_\_

### Paragraph 1. Establishment of Escrow Account

It is agreed between the parties that Minnesota Mining and Manufacturing Company, licensee, has elected to establish an escrow account with Norwest Bank Minnesota, National Association, Sixth Street and Marquette Avenue, Minneapolis, Minnesota, a national banking association (herein referred to as the "Escrow Agent"), to provide financial assurance for decommissioning of the facility(ies) in the amounts shown below:

<u>Name of Facility</u>	<u>Location of Facility</u>	<u>Certified Amounts for Decommissioning</u>
New Brighton Plant NRC License 22-00057-06	TCAAP Site New Brighton, MN	\$750,000
R & D Labs NRC License 22-00057-07	St. Paul, MN	\$750,000
Gamma Sterilizer NRC License 22-00057-61	Brookings, SD	<u>\$ 75,000</u>
		TOTAL: \$1,575,000

### Paragraph 2. Description of Property in Escrow Account

It is hereby acknowledged by the parties that U. S. Treasury Securities with a value of One Million Five Hundred Seventy Five Thousand Dollars (\$1,575,000) or like amount of cash, or any combination of such securities and cash in such amount, has (have) been delivered to escrow and will remain in the escrow account created by this agreement until one of the two conditions stated in Paragraph 3 of this agreement has been satisfied.

Minnesota Mining and Manufacturing Company ("3M") warrants to and agrees with Escrow Agent that, unless otherwise expressly set forth in this Agreement: there is no security interest in the property in the escrow account or any part thereof; no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the escrow account or any part thereof; and the escrow agent shall have no responsibility at any time to ascertain whether or not any security interest exists or to file any financing statement under the Uniform Commercial Code with respect to the escrow account or any part thereof.

Paragraph 3. Conditions of Escrow Agreement

The property described in Paragraph 2, above, will remain in the escrow account created by this agreement until one of the two following conditions has been satisfied: (1) the decommissioning activities required by 10 CFR 30 have been completed, the license has been terminated, the facility site is available for unrestricted use for any public or private purpose, and the escrow account has been terminated by joint notice, in writing, from 3M and the U. S. Nuclear Regulatory Commission; or (2) the escrow agent, Norwest Bank Minnesota, N.A., has been notified by the U. S. Nuclear Regulatory Commission, in writing, that the licensee, 3M, has defaulted on the agreed obligation to carry out the decommissioning for the above listed facility(ies).

Paragraph 4. Disbursement of Property in Escrow Account

The Escrow Agent shall make payments from the escrow account upon presentation of a certificate duly executed by the Secretary of 3M attesting to the occurrence of the events, and in the form set forth in the attached Specimen Certificate, and upon presentation of a certificate attesting to the following conditions:

- (1) that decommissioning is proceeding pursuant to the an NRC-approved plan,
- (2) that the funds withdrawn will be expended for activities undertaken pursuant to that plan, and
- (3) that the NRC has been given 30 days prior notice of 3M's intent to withdraw funds from the escrow account.

No withdrawal from the account can exceed ten percent (10%) of the outstanding balance of the escrow account or \$157,500.00, whichever is greater, unless NRC approval is attached.

Or upon Escrow Agent receiving written notification of licensee's default from the U. S. Nuclear Regulatory Commission ("NRC"), Escrow Agent shall make payments from the escrow account as the NRC shall direct, in writing, to provide for the payment of the costs of the required decommissioning activities covered by this agreement. The escrow agent shall reimburse the licensee or other persons as specified by the NRC from the escrow account for expenses for required activities in such amounts as the NRC shall direct in writing. In addition, the escrow agent shall refund to 3M such amounts as the NRC specifies, in writing. Upon refund, such funds shall no longer constitute part of the escrow account as described in Paragraph 2, above.

Paragraph 5. Irrevocability

It is also agreed between the parties that this escrow became irrevocable upon delivery to Norwest Bank Minnesota, N.A., the escrow agent, and will remain irrevocable and in full force and effect until the occurrence of one of the conditions described in Paragraph 3, above.

Paragraph 6. Powers of the Escrow Agent

The only powers and duties of the escrow agent shall be to hold the escrow property and to invest and dispose of it in accordance with the terms of this agreement.

Escrow Account Management

The escrow agent shall invest and reinvest the principal and income of the escrow account and keep the escrow account invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which 3M may communicate in writing to the escrow agent from time to time, subject, however, to the provisions of the escrow account; the escrow agent shall discharge its duties with respect to the escrow account solely in the interest of NRC and with the care, skill, prudence, and diligence, under the circumstances then prevailing, that persons of prudence, acting in like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims; except that:

- (a) Securities or other obligations of the licensee, or any other owner or operator of the licensed facility(ies), or any of their affiliates as defined in the Investment Company Act of 1940, as amended (15U.S.C.80A-2(a)), shall not be acquired or held, unless they are securities or other obligations of the Federal government;
- (b) The escrow agent, is authorized to invest the escrow account in time or demand deposits to the extent insured by an agency of the Federal government; and
- (c) The escrow agent is authorized to hold cash, awaiting investment or distribution uninvested, for a reasonable time and without liability for the payment of interest thereon.

### Express Power of the Escrow Agent

Without in any way limiting the powers and discretion conferred upon the escrow agent by other provisions of this agreement or by law, the escrow agent is expressly authorized and empowered:

- (a) To register any securities held in the escrow account in its own name and to hold any security in bearer form or in book entry, 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 escrow agent shall at all times show that all such securities are part of the escrow account;
- (b) To deposit any cash in the escrow account in interest-bearing accounts or savings certificates to the extent insured by an agency of the Federal government;
- (c) To pay taxes, from the account, of any kind that may be assessed or levied against the escrow account and all brokerage commissions incurred by the escrow account.

### Paragraph 7.           Annual Valuation

After delivery has been made into this escrow account, the escrow agent shall annually, at least 30 days before the anniversary date of receipt of the property into the escrow account, furnish to the licensee and to the NRC a statement confirming the value of the escrow account. Any securities in the account shall be valued at market value as of no more than 60 days before the anniversary date of the establishment of the escrow account. The failure of the licensee to object in writing to the escrow agent within 90 days after the statement has been furnished to the licensee shall constitute a conclusively binding assent by the licensee, barring the licensee from asserting any claim or liability against the escrow agent with respect to the matters disclosed in the statement.

### Paragraph 8.           Successor Escrow Agent

Upon 90 days prior notice to the NRC and the licensee, 3M, Norwest Bank Minnesota, N.A., the escrow agent may resign; upon 90 days notice to the NRC and the escrow agent, the licensee, 3M, may replace the escrow agent upon 30 days prior notice to the NRC; provided that such resignation or replacement is not effective until the escrow agent has appointed a successor escrow agent and



this successor accepts the appointment. The successor escrow agent shall have the same powers and duties as those conferred upon the escrow agent under this agreement. Upon the successor's acceptance of the appointment, the escrow agent shall assign, transfer, and pay over to the successor the funds and properties then constituting the escrow account. If for any reason the licensee cannot or does not act in the event of the resignation of the escrow agent, the escrow agent may apply to a court of competent jurisdiction for the appointment of a successor, or for instructions. The successor escrow agent shall specify the date on which it assumes administration of the escrow account in a writing sent to the licensee, the NRC, and the current escrow agent by certified mail 10 days before the change becomes effective. Any expenses incurred by the escrow agent as a result of any of the acts contemplated by this paragraph shall be paid as provided in Paragraph 10 of this agreement.

Paragraph 9. Instructions to the Escrow Agent

All orders, requests, and instructions from the licensee to the escrow agent shall be in writing, signed by such persons as are signatories to this agreement, or such other designees as the licensee or the NRC may designate in writing. All orders, requests, and instructions from the NRC shall be in writing, signed by the designees of the NRC. The escrow agent shall be fully protected in acting in accordance with such orders, requests, and instructions. The escrow agent shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the licensee or the NRC under this agreement has occurred. The escrow agent shall have no duty to act in the absence of such orders, requests, and instructions from the licensee and/or the NRC, except as provided in this agreement.

Paragraph 10. Compensation and Expenses of the Escrow Agent.

The Escrow Agent shall be entitled to reasonable compensation for its services in accordance with "Schedule A" attached hereto and incorporated by reference, and shall be payable by licensee, 3M.

Paragraph 11. Amendment to this Agreement

This agreement may be amended by an instrument in writing executed by the licensee and the escrow agent provided that the licensee has given 30 days prior notice to the NRC.

Paragraph 12. Termination

This agreement can be terminated by written notice of termination to the escrow agent signed by 3M, licensee, and the NRC, or by the NRC alone, if the licensee has ceased to exist.

Paragraph 13. Interpretation

This escrow agreement constitutes the entire agreement between 3M and Norwest Bank Minnesota, N.A. The escrow agent shall not be bound by any other agreement or contract entered into by 3M and the only document that may be referenced in case of ambiguity in this escrow agreement is the licensing agreement between 3M and the United States Nuclear Regulatory Commission, or its successor.

Paragraph 14. Acceptance of Appointment by Escrow Agent

Norwest Bank Minnesota, N.A., Sixth Street and Marquette Avenue, Minneapolis, Minnesota does hereby acknowledge its appointment by 3M, the licensee, to serve as escrow agent for the escrow account created under this agreement and agrees to carry out its obligations and duties as stated in this escrow agreement.

Paragraph 15. Severability

If any part of this agreement is invalid, it shall not affect the remaining provisions that will remain valid and enforceable.

Paragraph 16.

This agreement shall not become effective and the escrow agent shall have no responsibility hereunder except to return the escrow property to 3M until the escrow agent shall have received the following and shall have advised 3M in writing that the same are in form and substance satisfactory to the escrow agent:

Certified resolution of its Board of Directors authorizing the making and performance of this Agreement;

Certified as to the names and specimen signatures of its officers or representative authorized to sign this Agreement and notices, instructions and other communications hereunder.

Paragraph 17.

The Escrow Agent shall not incur liability of any nature in connection with any action or omission, made in good faith and in accordance with the performance standards of care, skill, prudence,

and diligence enumerated in Paragraph 6, in the administration of this escrow, or in carrying out any directions by the Licensee, or the NRC, issued in accordance with this Agreement.

NORWEST BANK MINNESOTA, N.A.

MINNESOTA MINING AND  
MANUFACTURING COMPANY

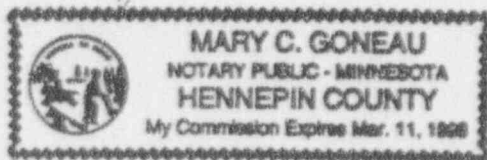
By *Daniel J. Mroz*  
Name Daniel J. Mroz  
Title Officer

By *Dwight A. Peterson*  
Name Dwight A. Peterson  
Title Vice President and Treasurer

Date April 10, 1992

Witness by Notary Public

*Mary C. Goneau*



SCHEDULE "A"

ESCROW FEE SCHEDULE

ACCEPTANCE FEE:

A one-time fee of \$250.00 payable upon the opening of the account.

ADMINISTRATION FEE:

An annual charge of \$1,000.00 per year or any portion of a 12-month period thereof. This fee is payable upon the opening of the account and annually thereafter. This charge is not prorated for the first year.

ASSET HOLDINGS/SAFEKEEPING FEE:

An annual charge of .15% of the market value of the assets. This fee is prorated for periods of less than one year.

No charge for Prime Value Money Market Fund assets other than those disclosed in the Fund prospectus.

TRANSACTION FEE:

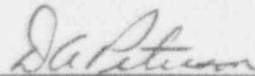
\$30.00 per asset transaction which includes purchases/sales/calls/maturities or deposits/withdrawals of assets.

\$10.00 per money movement such as checks, wires, and internal account transfers.

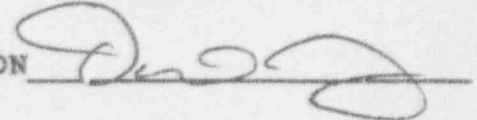
No charge for Prime Value Money Market Fund transactions other than those disclosed in the Fund prospectus.

For any other transaction not previously described, a charge will be made to commensurate with the nature of the transaction, at the time of the transaction.

MINNESOTA MINING AND MANUFACTURING COMPANY



NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION



**INVESTMENT MANAGEMENT:**


A annual charge to be determined with the client depending on the requirements and investment guidelines provided.

**EXTRAORDINARY SERVICES:**

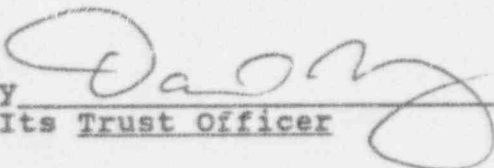
For any services other than those covered by the aforementioned, a special per hour charge will be made to commensurate with the character of the service, time required and responsibility involved. Such services include but are not limited to excessive administrative time, attendance at closings, specialized reports and record-keeping, unusual certifications, 1099 tax reporting or audits, etc.

**FEE SCHEDULE IS SUBJECT TO ANNUAL REVIEW AND ADJUSTMENT.**

**MINNESOTA MINING AND MANUFACTURING COMPANY**

By   
Its Vice President and Treasurer

**NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION**

By   
Its Trust Officer

DANIEL J. MRUZ  
Trust Officer

escrscha.ajc



ATTACHMENT B

3M TRANSMITTAL LETTER TO NORWEST BANK MINNESOTA, N.A.  
April 10, 1992

Office of General Counsel

Roger P. Smith

Assistant General Counsel and  
Assistant Secretary

**3M**

April 10, 1992

Mr. Daniel J. Mruz  
Trust Officer  
Trust and Custody  
Norwest Bank Minnesota, N.A.  
Sixth Street and Marquette Avenue  
Minneapolis, MN 55479-0001

Re: Escrow Agreement between  
Norwest Bank Minnesota, N.A. and  
Minnesota Mining and Manufacturing Company

Dear Mr. Mruz:

Enclosed for your signature on behalf of Norwest Bank Minnesota, N.A. are two copies of an Escrow Agreement between Norwest Bank Minnesota, N.A., acting as Escrow Agent, and Minnesota Mining and Manufacturing Company (3M), licensee. This Agreement is to provide financial assurance for decommissioning activities for NRC Licenses 22-00057-06, 22-00057-07, and 22-00057-61. Dwight A. Peterson has executed this Agreement on behalf of 3M. Please retain one copy of this Agreement and return one copy to 3M.

Also enclosed is a certified copy of a resolution of the Executive Committee of the Board of Directors of 3M authorizing the proper officers of 3M to act in this matter on behalf of the Corporation and further certifying that the officer executing the Escrow Agreement on behalf of 3M has been duly elected by the Board of Directors, and a specimen Certificate of Events.

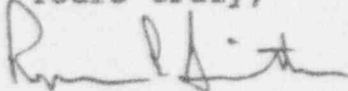
Minnesota Mining and  
Manufacturing Company

PO Box 33428  
St. Paul, Minnesota 55133-3428  
612/733 7643  
612/736 9469 Facsimile

Mr. Daniel J. Mruz  
Page Two  
April 10, 1992

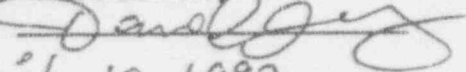
Please acknowledge receipt of these two documents by signing the enclosed copy of this letter and return the copy to me for submission to the NRC. The NRC staff has requested proof of receipt by Norwest of the appropriate documents.

Yours truly,



Roger P. Smith

NORWEST BANK MINNESOTA, N.A.

Received by 

Date

April 10, 1992

DANIEL J. MRUZ  
Trust Officer

ATTACHMENT C

NORWEST BANK MINNESOTA, N.A. ACKNOWLEDGEMENT LETTER  
April 10, 1992



Norwest Bank Minnesota, N.A.  
Norwest Center  
Sixth and Marquette  
Minneapolis, Minnesota 55479-0001  
612/667-1234

April 10, 1992

Mr. Roger P. Smith  
3M Office of General Counsel  
P. O. Box 33428  
St. Paul, MN 55133-3428

Re: 3M Company Nuclear Regulatory Commission Decommissioning Escrow  
Account #636797003

Dear Roger:

You are hereby informed that Norwest Bank Minnesota, N. A. has received the following three documents, and that they are all satisfactory to us as escrow agent:

- a) A certified resolution of 3M's Board of Directors authorizing the making and performance of the escrow agreement; and
- b) A certificate of the names and specimen signatures of 3M's representatives who are authorized to sign the escrow agreement and notices, instructions, and other communications under the agreement; and
- c) A original executed copy of the escrow agreement with the required NRC modifications.

If you have any questions in regards to this matter please contact me at (612) 667-8843.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Daniel J. Mruz', written in a cursive style.

Daniel J. Mruz  
Trust officer

enclosures



ATTACHMENT D

SPECIMEN CERTIFICATE OF EVENTS

**3M**

Norwest Bank Minnesota, N.A.  
Sixth Street and Marquette Avenue  
Minneapolis, MN 55479-0001

Attention: Escrow Division

In accordance with the terms of the Agreement with you dated \_\_\_\_\_, I, Arlo D. Levi, Vice President and Secretary of Minnesota Mining and Manufacturing Company (3M), hereby certify that the following events have occurred:

1. 3M is required to commence the decommissioning of its facilities located at New Brighton, Minnesota; St. Paul, Minnesota; and Brookings, South Dakota (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 Executive Committee of the Board of Directors of 3M has adopted the attached resolution authorizing the commencing of the decommissioning.

Arlo D. Levi  
Vice President  
and Secretary of  
MINNESOTA MINING AND  
MANUFACTURING COMPANY



Date: \_\_\_\_\_

WHEREAS:

1) This Corporation has been licensed by the U.S. Nuclear Regulatory Commission to own and operate facilities in New Brighton, Minnesota, Brookings, South Dakota, and St. Paul, Minnesota;

2) The Nuclear Regulatory Commission, pursuant to the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974, has promulgated regulations in Title 10, Chapter I of the Code of Federal Regulations, Part 30, which require that a holder of a materials license issued pursuant to 10 CFR Part 30 provide assurance that funds will be available when needed for required decommissioning; and

3) The Nuclear Regulatory Commission will accept a guarantee of this Corporation as financial assurance for decommissioning activities, pursuant to 10 CFR Part 30, in recognition of this Corporation's qualifying with financial criteria set forth in 10 CFR Part 30;

RESOLVED, That:

The proper officers be and they hereby are authorized to execute and deliver on behalf of this Corporation the guarantee by this Corporation of the payment of expenses of decommissioning activities at the facilities covered by licenses now or hereafter received from the U.S. Nuclear Regulatory Commission and to perform all acts and do all things necessary or appropriate in connection with the execution, delivery, and compliance with the terms of the guarantee required by 10 CFR Part 30 or to produce and deliver such alternative financial assurances as may be required or appropriate in compliance with the provisions of 10 CFR Part 30.


ATTACHMENT E


EVIDENCE OF AUTHORITY TO REPRESENT 3M

CERTIFIED COPY OF RESOLUTION  
OF  
THE EXECUTIVE COMMITTEE OF  
THE BOARD OF DIRECTORS OF  
MINNESOTA MINING AND MANUFACTURING COMPANY  
A DELAWARE CORPORATION

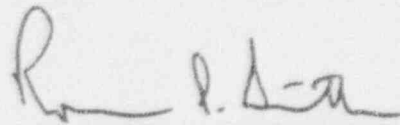
I, the undersigned, Assistant Secretary of Minnesota Mining and Manufacturing Company, a corporation duly organized and existing under the laws of Delaware, and having its principal place of business in Saint Paul, Minnesota, hereby CERTIFY that the attached is a true copy of a certain resolution duly adopted by the Executive Committee of the Board of Directors of the said corporation in accordance with the Bylaws at, and recorded in the minutes of, a meeting of the said Executive Committee duly held on July 15, 1990, and not subsequently rescinded or modified.

I further CERTIFY that each of the following has been duly elected by the Board of Directors and is now legally holding the office set forth after his name and as an officer is the appropriate named party to sign any and all documents including an Escrow Agreement required to carry out the intent of the attached certain resolution:

  
Dwight A. Peterson  
Vice President and Treasurer

  
Arlo D. Levi  
Secretary

IN WITNESS WHEREOF, I have hereunto set my hand and attached the corporate seal of said corporation this 9<sup>th</sup> day of April, 1992.

  
Roger P. Smith  
Assistant Secretary

[SEAL]



WHEREAS:

1) This Corporation has been licensed by the U.S. Nuclear Regulatory Commission to own and operate facilities in New Brighton, Minnesota, Brookings, South Dakota, and St. Paul, Minnesota;

2) The Nuclear Regulatory Commission, pursuant to the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974, has promulgated regulations in Title 10, Chapter I of the Code of Federal Regulations, Part 30, which require that a holder of a materials license issued pursuant to 10 CFR Part 30 provide assurance that funds will be available when needed for required decommissioning; and

3) The Nuclear Regulatory Commission will accept a guarantee of this Corporation as financial assurance for decommissioning activities, pursuant to 10 CFR Part 30, in recognition of this Corporation's qualifying with financial criteria set forth in 10 CFR Part 30;

RESOLVED, That:

The proper officers be and they hereby are authorized to execute and deliver on behalf of this Corporation the guarantee by this Corporation of the payment of expenses of decommissioning activities at the facilities covered by licenses now or hereafter received from the U.S. Nuclear Regulatory Commission and to perform all acts and do all things necessary or appropriate in connection with the execution, delivery, and compliance with the terms of the guarantee required by 10 CFR Part 30 or to produce and deliver such alternative financial assurances as may be required or appropriate in compliance with the provisions of 10 CFR Part 30.

MAR 13 1992

Minnesota Mining & MFG. Co.  
ATTN: Robert G. Wissink, Manager  
Health Physics Services  
3M Center, BLDG. 220-2E-02  
St. Paul, MN 55144

Dear Mr. Wissink:

We have reviewed your letter dated September 27, 1991 regarding additional information on financial assurance for decommissioning activities for License Nos. 22-00057-06, 22-00057-07, and 22-00057-61, and find that we will need you to submit the following additional information:

1. Modify Paragraph 4 of the Escrow Agreement so that you Cannot Withdraw More than 10 Percent of the Outstanding Balance Without NRC Approval.

You did not fill in the blanks in the following provision of paragraph 4: "No withdrawal from the account can exceed \_\_\_\_ percent of the outstanding balance of the escrow account or \_\_\_\_ dollars, whichever is greater, unless NRC approval is attached." NRC guidance specifies that the appropriate level to complete the blanks is 10 percent, meaning that no more than 10 percent of the outstanding balance of the trust may be withdrawn at a time to pay for decommissioning activities without written approval from NRC. This provision provides NRC greater opportunity to monitor your decommissioning spending by requiring NRC approval for withdrawals larger than the specified amount. Please revise your escrow agreement to fill in the blanks of the withdrawal provision.

2. Modify Paragraph 8 of the Escrow Agreement to More Closely Match the Recommended Wording of Regulatory Guide 3.66, "Standard Format and Content of Financial Assurance Mechanisms Required For Decommissioning Under 10 CFR Parts 30, 40, 70, and 72," (Page 4-5).

Paragraph 8 contains provisions for replacing the escrow agent, and the timing for doing so. Paragraph 8 of the submitted escrow agreement incorrectly identifies the licensee as "Norwest Bank Minnesota, N.A." You also omitted the recommended phrase that is underlined in the following sentence:

The licensee, 3M may replace the escrow agent . . . provided that such resignation or replacement is not effective until the escrow agent has appointed a successor escrow agent and this successor accepts the appointment.

MAR 13 1992

The omitted phrase ensures that there will never be a time when an escrow agent is not responsible for the escrow. Without the phrase a gap could occur between the resignation of one escrow agency and acceptance of the appointment by a successor agent. Please modify paragraph 8 of the escrow agreement to correctly identify the licensee and to include the omitted phrase.

3. Delete the Phrase in the Escrow Agreement that Provides for the Payment of Defense Expenses Incurred by the Escrow Agent.

- a. The submitted escrow agreement includes an additional paragraph that provides, in part, that:

The Escrow Agent shall not incur liability to any nature in connection with any act or omission, made in good faith, in the administration of this escrow, or in carrying out any directions by the Licensee, or the NRC, issued in accordance with this Agreement.

This requirement restates the protection afforded to the escrow agent if it acts according to instructions. It adds protection for acts or omissions made in "good faith." Ordinarily, a requirement of "good faith" is coupled with a requirement that the fiduciary agent act as least with ordinary care, skill, and prudence. Paragraph 6 of the escrow agreement includes a requirement that the escrow agent:

Discharge its duties . . . with the care, skill, prudence, and diligence, under the circumstances then prevailing, that persons of prudence, acting in like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims.

Please amend the additional clause to protect the escrow agent only if it acts with care, skill, prudence, and diligence, as well as good faith.

- b. Second, the submitted escrow agreement, in the same additional paragraph as stated above goes on to provide that:

The Escrow Agent shall be indemnified and saved harmless by the Licensee or from the escrow, or both, from and against any and all liability to which the Escrow Agent 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 Licensee fails to provide such defense.

MAR 13 1992

Minnesota Mining & MFG. Co.

3

This paragraph indemnifies the escrow agent and allows the escrow agent to receive funds from the escrow to pay expenses incurred in the escrow agent's defense. The recommended escrow agreement in Regulatory Guide 3.66 does not contain an indemnification or provide for coverage of defense costs. The indemnification and provision for the payment of defense expenses incurred by the escrow agent could drain the escrow account and adversely affect its ability to assure the costs of decommissioning. Therefore, delete the phrase in the escrow agreement that indemnifies the escrow agent and provides for the payment of defense expenses incurred by the escrow agent.

4. Verify that the Escrow Agent has Received a Certified Resolution and a Certificate of Names and Specimen Signatures (Regulatory Guide 3.66, Page 4-7).

Under paragraph 16 of the submitted escrow agreement and the recommended wording in Regulatory Guide 3.66, page 4-7, the escrow agreement is not effective until the escrow agent notifies you in writing that he or she has received the following two documents, and that they are satisfactory to the escrow agent:

- a. A certified resolution of your Board of Directors authorizing the making and performance of the escrow agreement; and
- b. A certificate of the names and specimen signatures of your officers or representatives who are authorized to sign the escrow agreement and notices, instructions, and other communications under the agreement.

The submission contains no evidence that the escrow agent has received these documents.

5. Submit a specimen Certificate of Events and a Specimen Certificate of Resolution to Commence Decommissioning (Regulatory Guide 3.66, Pages 4-8 and 4-9).

The submission does not include a specimen certificate of events or a specimen certificate of resolution. Paragraph 4 of the escrow agreement refers to the specimen certificate of event, which references, in turn, the specimen certificate of resolution to commence decommissioning. The specimen certificates provide the required format for instructing the trustee to release decommissioning funds from the trust. Your specimen certificates (which should contain blank spaces for dates and signatures until decommissioning activities have commenced) must be worded similarly to the specimen certificates on pages 4-8 and 4-9 of Regulatory Guide 3.66. Without the specimen certificates, NRC cannot be sure that the escrow agent will only release decommissioning funds upon receiving appropriate instructions. In addition, the escrow agent may not be able to determine

MAR 13 1992

the validity of future resolutions authorizing commencement of decommissioning activities and payments from the escrow. This could delay implementation of decommissioning activities, despite the financial assurance.

6. Submit Evidence that the Party Signing the Escrow Agreement for the Licensee is Authorized to Represent the Company (Regulatory Guide 3.66, Page 3-5).

The submission does not include evidence indicating that the party signing the mechanism is authorized to enter into an escrow agreement for the licensee. Evidence of authority to represent you the licensee is necessary to ensure the validity and enforceability of the mechanism. Submit a copy of the corporate by-laws or other evidence indicating that the party signing the escrow agreement is authorized to do so.

Please ensure that all documents submitted are originally signed duplicates. Unless the documents have been properly signed, NRC cannot be certain that the financial assurance mechanism is enforceable.

If you have any questions or require clarification on any of the information stated above, you may contact us at (708) 790-5625.

We will continue our review of your application upon receipt of this information. Please reply in duplicate, within 30 days, and refer to Control Numbers 00034, 00035 and 00036.

Sincerely,

Original Signed By  
Cassandra F. Frazier  
Materials Licensing Section

Enclosure: Regulatory Guide 3.66

RIII

Frazier/jaw  
03/11/92

NOV 01 1991

MEMORANDUM FOR: Dr. Louis Bykoski, Project Officer, Regulatory Branch,  
Division of Low Level Waste Management & Decommissioning,  
Office of Nuclear Material Safety and Safeguards

FROM: George M. McCann, Chief, Materials Licensing Section, Nuclear  
Materials Safety Branch, Division of Radiation Safety and  
Safeguards, Region III

SUBJECT: REQUEST FOR ASSISTANCE IN PROCESSING AND REVIEW OF  
NONSTANDARD FINANCIAL ASSURANCE SUBMITTALS RELATED  
TO THE DECOMMISSIONING RULE

Enclosed for your review is one financial assurance submittal from a  
Region III licensee. The licensee is Minnesota Mining & Mfg. Co., NRC License  
Nos. 22-00057-06, 22-00057-07 and 22-00057-61. They have submitted additional  
information on financial assurance for decommissioning activities, as  
requested by NRC in letter dated July 31, 1991, and will require contractor  
review.

We appreciate your efforts in resolving these issues. If you have any  
questions please contact Cassandra Frazier of my staff at FTS 388-5507.

George M. McCann, Chief  
Materials Licensing Section  
Nuclear Materials Safety  
Branch, DRSS

Enclosures:

1. Licensee Financial  
Assurance Submittal
2. NRC letter dtd July 31, 1991

RJII

McCann/ms  
10/1/91

11/1



Office of General Counsel

Roger P. Smith

Assistant General Counsel and  
Assistant Secretary

3M

September 27, 1991

U. S. Nuclear Regulatory Commission  
Region III  
799 Roosevelt Road  
Glen Ellyn, Illinois 60137

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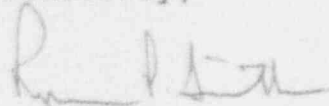
Re: Certification of Financial Assurance - NRC  
Licenses 22-00057-06, 22-00057-07, 22-00057-61

Further to Mr. Wissink's cover letter hereto, \$1,575,000 was placed into Escrow Account No. 636 797 003, with Norwest Bank Minnesota, N.A. at approximately 10:00 a.m., Friday, September 27, 1991. These funds are being invested into a fund of exclusively U.S. Government securities, all of which was approved by phone advice from Mr. Michael Finkelstein, Trial Attorney with the NRC in Rockville, Maryland.

We note that the Regulatory Guide 3.66 does not address specifically the blanks left in Paragraph 4, which involve withdrawals from the escrow account without NRC approval. We assume that NRC personnel will determine these amounts and communicate this information to us so that we can finalize our agreements with Norwest Bank. We also assume that NRC personnel will give an assigned number to this escrow arrangement, as per the heading to the first page.

Please notify us appropriately.

Sincerely,



Roger P. Smith

RPS:ajc  
nrc-rps#4.ltr

Enclosure

Minnesota Mining and  
Manufacturing Company

PO Box 33428  
St. Paul, Minnesota 55133-3428  
612/733 7643  
612/736 9469 Facsimile

RECEIVED  
SEP 30 1991  
REGION III

SEP 30 1991

3M General Offices

3M Center  
St. Paul, Minnesota 55144-1000  
612/733 1110

September 26, 1991

**3M**

U. S. Nuclear Regulatory Commission  
Region III  
Glen Ellyn, Illinois 60137

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Re: Certification of Financial Assurance - NRC  
Licenses 22-00057-06, 22-00057-07, 22-00057-61

Further to our letter of July 8, 1990, we are enclosing further documentation of financial assurance for decommissioning activities for the subject licenses in accordance with the provisions of 10 CFR30.35.

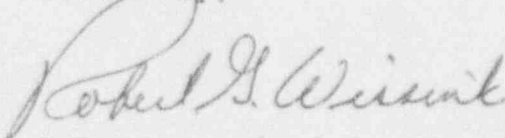
We are enclosing herewith, in substitution for the Corporate Guarantee forwarded in our letter of July 18, 1990, an executed Escrow Agreement whereby Norwest Bank Minnesota, N.A. agrees to hold the financial assurance totalling \$1,575,000 in accordance with terms set forth in the suggested format incorporated in the Commission's Regulatory Guide 3.66 (Task DG-3002, June 1990).

Please note that the only substantive changes from the format incorporated in the subject Regulatory Guide are as follows:

- (1) Paragraph 10 has been amended to provide a somewhat different mechanism for the payment by the licensee, 3M, of the fees of the escrow agent; and
- (2) Paragraph 17 has been added at the request of the escrow agent, Norwest Bank, and is typical of conventional terms for escrow arrangements.

Should you have questions regarding this letter and enclosure, please contact Duane C. Hall of this office at 612-733-7316.

Sincerely,



Robert G. Wissink, Manager  
Health Physics Services

Enclosure  
us-nrc.ltr

## ESCROW NUMBER \_\_\_\_\_

### Paragraph 1. Establishment of Escrow Account

It is agreed between the parties that Minnesota Mining and Manufacturing Company, licensee, has elected to establish an escrow account with Norwest Bank Minnesota, National Association, Sixth Street and Marquette Avenue, Minneapolis, Minnesota, a national banking association (herein referred to as the "Escrow Agent"), to provide financial assurance for decommissioning of the facility(ies) in the amounts shown below:

<u>Name of Facility</u>	<u>Location of Facility</u>	<u>Certified Amounts for Decommissioning</u>
New Brighton Plant NRC License 22-00057-06	TCAAP Site New Brighton, MN	\$750,000
R & D Labs NRC License 22-00057-07	St. Paul, MN	\$750,000
Gamma Sterilizer NRC License 22-00057-61	Brookings, SD	<u>\$ 75,000</u>

TOTAL: \$1,575,000

### Paragraph 2. Description of Property in Escrow Account

It is hereby acknowledged by the parties that U. S. Treasury Securities with a value of One Million Five Hundred Seventy Five Thousand Dollars (\$1,575,000) or like amount of cash, or any combination of such securities and cash in such amount, has (have) been delivered to escrow and will remain in the escrow account created by this agreement until one of the two conditions stated in Paragraph 3 of this agreement has been satisfied.

Minnesota Mining and Manufacturing Company ("3M") warrants to and agrees with Escrow Agent that, unless otherwise expressly set forth in this Agreement: there is no security interest in the property in the escrow account or any part thereof; no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the escrow account or any part thereof; and the escrow agent shall have no responsibility at any time to ascertain whether or not any security interest exists or to file any financing statement under the Uniform Commercial Code with respect to the escrow account or any part thereof.

Paragraph 3.     Conditions of Escrow Agreement

The property described in Paragraph 2, above, will remain in the escrow account created by this agreement until one of the two following conditions has been satisfied: (1) the decommissioning activities required by 10 CFR 30 have been completed, the license has been terminated, the facility site is available for unrestricted use for any public or private purpose, and the escrow account has been terminated by joint notice, in writing, from 3M and the U. S. Nuclear Regulatory Commission; or (2) the escrow agent, Norwest Bank Minnesota, N.A., has been notified by the U. S. Nuclear Regulatory Commission, in writing, that the licensee, 3M, has defaulted on the agreed obligation to carry out the decommissioning for the above listed facility(ies).

Paragraph 4     Disbursement of Property in Escrow Account

The Escrow Agent shall make payments from the escrow account upon presentation of a certificate duly executed by the Secretary of 3M attesting to the occurrence of the events, and in the form set forth in the attached Specimen Certificate, and upon presentation of a certificate attesting to the following conditions:

- (1) that decommissioning is proceeding pursuant to the an NRC-approved plan,
- (2) that the funds withdrawn will be expended for activities undertaken pursuant to that plan, and
- (3) that the NRC has been given 30 days prior notice of 3M's intent to withdraw funds from the escrow account.

No withdrawal from the account can exceed \_\_\_\_ percent of the outstanding balance of the escrow account or \_\_\_\_\_ dollars, whichever is greater, unless NRC approval is attached.

Or upon Escrow Agent receiving written notification of licensee's default from the U. S. Nuclear Regulatory Commission ("NRC"), Escrow Agent shall make payments from the escrow account as the NRC shall direct, in writing, to provide for the payment of the costs of the required decommissioning activities covered by this agreement. The escrow agent shall reimburse the licensee or other persons as specified by the NRC from the escrow account for expenses for required activities in such amounts as the NRC shall direct in writing. In addition, the escrow agent shall refund to 3M such amounts as the NRC specifies, in writing. Upon refund, such funds shall no longer constitute part of the escrow account as described in Paragraph 2, above.

Paragraph 5. Irrevocability

It is also agreed between the parties that this escrow became irrevocable upon delivery to Norwest Bank Minnesota, N.A., the escrow agent, and will remain irrevocable and in full force and effect until the occurrence of one of the conditions described in Paragraph 3, above.

Paragraph 6. Powers of the Escrow Agent

The only powers and duties of the escrow agent shall be to hold the escrow property and to invest and dispose of it in accordance with the terms of this agreement.

Escrow Account Management

The escrow agent shall invest and reinvest the principal and income of the escrow account and keep the escrow account invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which 3M may communicate in writing to the escrow agent from time to time, subject, however, to the provisions of the escrow account; the escrow agent shall discharge its duties with respect to the escrow account solely in the interest of NRC and with the care, skill, prudence, and diligence, under the circumstances then prevailing, that persons of prudence, acting in like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims; except that:

- (a) Securities or other obligations of the licensee, or any other owner or operator of the licensed facility(ies), or any of their affiliates as defined in the Investment Company Act of 1940, as amended (15U.S.C.80A-2(a)), shall not be acquired or held, unless they are securities or other obligations of the Federal government;
- (b) The escrow agent, is authorized to invest the escrow account in time or demand deposits to the extent insured by an agency of the Federal government; and
- (c) The escrow agent is authorized to hold cash, awaiting investment or distribution uninvested, for a reasonable time and without liability for the payment of interest thereon.



### Express Power of the Escrow Agent

Without in any way limiting the powers and discretion conferred upon the escrow agent by other provisions of this agreement or by law, the escrow agent is expressly authorized and empowered:

- (a) To register any securities held in the escrow account in its own name and to hold any security in bearer form or in book entry, 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 escrow agent shall at all times show that all such securities are part of the escrow account;
- (b) To deposit any cash in the escrow account in interest-bearing accounts or savings certificates to the extent insured by an agency of the Federal government;
- (c) To pay taxes, from the account, of any kind that may be assessed or levied against the escrow account and all brokerage commissions incurred by the escrow account.

### Paragraph 7. Annual Valuation

After delivery has been made into this escrow account, the escrow agent shall annually, at least 30 days before the anniversary date of receipt of the property into the escrow account, furnish to the licensee and to the NRC a statement confirming the value of the escrow account. Any securities in the account shall be valued at market value as of no more than 60 days before the anniversary date of the establishment of the escrow account. The failure of the licensee to object in writing to the escrow agent within 90 days after the statement has been furnished to the licensee shall constitute a conclusively binding assent by the licensee, barring the licensee from asserting any claim or liability against the escrow agent with respect to the matters disclosed in the statement.

### Paragraph 8. Successor Escrow Agent

Upon 90 days prior notice to the NRC and the licensee, Norwest Bank Minnesota, N.A., the escrow agent may resign; upon 90 days notice to the NRC and the escrow agent, the licensee, 3M, may replace the escrow agent upon 30 days prior notice to the NRC; appointed a successor escrow agent and this successor accepts the appointment. The successor escrow agent shall have the same powers and duties as those conferred upon the escrow agent under this agreement. Upon the successor's acceptance of the appointment, the escrow agent shall assign, transfer, and pay over to the successor the funds and



properties then constituting the escrow account. If for any reason the licensee cannot or does not act in the event of the resignation of the escrow agent, the escrow agent may apply to a court of competent jurisdiction for the appointment of a successor, or for instructions. The successor escrow agent shall specify the date on which it assumes administration of the escrow account in a writing sent to the licensee, the NRC, and the current escrow agent by certified mail 10 days before the change becomes effective. Any expenses incurred by the escrow agent as a result of any of the acts contemplated by this paragraph shall be paid as provided in Paragraph 10 of this agreement.

Paragraph 9. Instructions to the Escrow Agent

All orders, requests, and instructions from the licensee to the escrow agent shall be in writing, signed by such persons as are signatories to this agreement, or such other designees as the licensee or the NRC may designate in writing. All orders, requests, and instructions from the NRC shall be in writing, signed by the designees of the NRC. The escrow agent shall be fully protected in acting in accordance with such orders, requests, and instructions. The escrow agent shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the licensee or the NRC under this agreement has occurred. The escrow agent shall have no duty to act in the absence of such orders, requests, and instructions from the licensee and/or the NRC, except as provided in this agreement.

Paragraph 10. Compensation and Expenses of the Escrow Agent.

The Escrow Agent shall be entitled to reasonable compensation for its services in accordance with "Schedule A" attached hereto and incorporated by reference, and shall be payable by licensee, 3M.

Paragraph 11. Amendment to this Agreement

This agreement may be amended by an instrument in writing executed by the licensee and the escrow provided that the licensee has given 30 days prior notice to the NRC.

Paragraph 12. Termination

This agreement can be terminated by written notice of termination to the escrow agent signed by 3M, licensee, and the NRC, or by the NRC alone, if the licensee has ceased to exist.

Paragraph 13. Interpretation

This escrow agreement constitutes the entire agreement between 3M and Norwest Bank Minnesota, N.A. The escrow agent shall not be bound by any other agreement or contract entered into by 3M and the only document that may be referenced in case of ambiguity in this escrow agreement is the licensing agreement between 3M and the United States Nuclear Regulatory Commission, or its successor.

Paragraph 14 Acceptance of Appointment by Escrow Agent

Norwest Bank Minnesota, N.A., Sixth Street and Marquette Avenue, Minneapolis, Minnesota does hereby acknowledge its appointment by 3M, the licensee, to serve as escrow agent for the escrow account created under this agreement and agrees to carry out its obligations and duties as stated in this escrow agreement.

Paragraph 15 Severability

If any part of this agreement is invalid, it shall not affect the remaining provisions that will remain valid and enforceable.

Paragraph 16

This agreement shall not become effective and the escrow agent shall have no responsibility hereunder except to return the escrow property to 3M until the escrow agent shall have received the following and shall have advised 3M in writing that the same are in form and substance satisfactory to the escrow agent:

Certified resolution of its Board of Directors authorizing the making and performance of this Agreement;

Certified as to the names and specimen signatures of its officers or representative authorized to sign this Agreement and notices, instructions and other communications hereunder.

Paragraph 17

The Escrow Agent shall not incur liability of any nature in connection with any act or omission, made in good faith, in the administration of this escrow, or in carrying out any directions by the Licensee, or the NRC, issued in accordance with this Agreement. The Escrow Agent shall be indemnified and saved harmless by the Licensee or from the escrow, or both, from and against any and all liability to which the Escrow Agent 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 Licensee fails to provide such defense.

3M General Offices

3M Center  
St. Paul, Minnesota 55144-1000  
612/733 1110

September 26, 1991

**3M**

U. S. Nuclear Regulatory Commission  
Region III  
Glen Ellyn, Illinois 60137

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Re: Certification of Financial Assurance - NRC  
Licenses 22-00057-06, 22-00057-07, 22-00057-61

Further to our letter of July 8, 1990, we are enclosing further documentation of financial assurance for decommissioning activities for the subject licenses in accordance with the provisions of 10 CFR30.35.

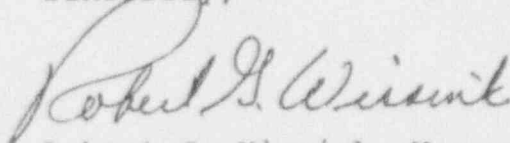
We are enclosing herewith, in substitution for the Corporate Guarantee forwarded in our letter of July 18, 1990, an executed Escrow Agreement whereby Norwest Bank Minnesota, N.A. agrees to hold the financial assurance totalling \$1,575,000 in accordance with terms set forth in the suggested format incorporated in the Commission's Regulatory Guide 3.66 (Task DG-3002, June 1990).

Please note that the only substantive changes from the format incorporated in the subject Regulatory Guide are as follows:

- (1) Paragraph 10 has been amended to provide a somewhat different mechanism for the payment by the licensee, 3M, of the fees of the escrow agent; and
- (2) Paragraph 17 has been added at the request of the escrow agent, Norwest Bank, and is typical of conventional terms for escrow arrangements.

Should you have questions regarding this letter and enclosure, please contact Duane C. Hall of this office at 612-733-7316.

Sincerely,



Robert G. Wissink, Manager  
Health Physics Services

Enclosure  
us-nrc.ltr

Norwest Bank Minnesota, N.A.

By *Daniel J. Mruz*  
Name Daniel J. Mruz  
Title Trust Officer

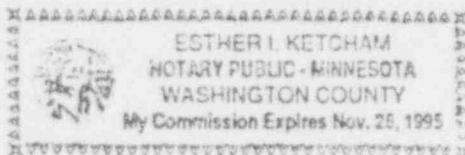
Date 9-27-91

Minnesota Mining and  
Manufacturing Company

By *D.A. Peterson*  
Name D.A. Peterson  
Title VP & Trust

Witness by Notary Public

*Esther I. Ketcham*



SCHEDULE "A"

ESCROW FEE SCHEDULE

ACCEPTANCE FEE:

A one-time fee of \$250.00 payable upon the opening of the account.

ADMINISTRATION FEE:

An annual charge of \$1,000.00 per year or any portion of a 12-month period thereof. This fee is payable upon the opening of the account and annually thereafter. This charge is not prorated for the first year.

ASSET HOLDINGS/SAFEKEEPING FEE:

An annual charge of .15% of the market value of the assets. This fee is prorated for periods of less than one year.

No charge for Prime Value Money Market Fund assets other than those disclosed in the Fund prospectus.

TRANSACTION FEE:

\$30.00 per asset transaction which includes purchases/sales/calls/maturities or deposits/withdrawals of assets.

\$10.00 per money movement such as checks, wires, and internal account transfers.

No charge for Prime Value Money Market Fund transactions other than those disclosed in the Fund prospectus.

For any other transaction not previously described, a charge will be made to commensurate with the nature of the transaction, at the time of the transaction.

MINNESOTA MINING AND MANUFACTURING COMPANY

NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION



**INVESTMENT MANAGEMENT:**

A annual charge to be determined with the client depending on the requirements and investment guidelines provided.

**EXTRAORDINARY SERVICES:**

For any services other than those covered by the aforementioned, a special per hour charge will be made to commensurate with the character of the service, time required and responsibility involved. Such services include but are not limited to excessive administrative time, attendance at closings, specialized reports and record-keeping, unusual certifications, 1099 tax reporting or audits, etc.

FEE SCHEDULE IS SUBJECT TO ANNUAL REVIEW AND ADJUSTMENT.

**MINNESOTA MINING AND MANUFACTURING COMPANY**

D.A. Peterson

By

Its

**NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION**

By

Its Trust Officer

Daniel J. Mruz

Trust Officer

escrscha.ajc



F

JUL 31 1991

Minnesota Mining & MFG. Co.  
ATTN: Robert G. Wissink, Manager  
Health Physics Services  
3M Center, BLDG. 220-2E-02  
St. Paul, MN 55144

Gentlemen:

We have reviewed your submitted parent guarantee to provide financial assurance for decommissioning for NRC License Numbers 22-00057-07, 22-00057-06 and 22-00057-61 dated July 26, 1990. It appears that your financial assurance is a self-guarantee. However, the parent subsidiary relationship is not evident, since you are the licensee and not a subsidiary of 3M.

Section 30.35(f)(2) of 10 CFR Part 30, authorizes the use of only a "parent company guarantee," which must "guarantee that decommissioning costs will be paid should the licensee default." The preamble to the decommissioning rule explains that "use of the (parent company guarantee) provides assurance in that the company will provide an independent commitment beyond that of the licensee to expend funds".

Therefore, a parent-subsidiary relationship must exist between a guarantor and a licensee in order for the parent guarantee to be valid. In order to use the parent guarantee mechanism, you must provide evidence in the form of incorporation agreements (i.e., copies of submissions to the appropriate state corporation commission) or certified corporate resolution, certifying that you and your parent guarantor are separate and distinct corporate entities. Please clarify that a parent-subsidiary relationship exists for which the parent guarantee mechanism is allowed, or submit an alternate method of financial assurance. Enclosed is Regulatory Guide 3.66 entitled, "Standard Format and Content Of Financial Assurance Mechanisms Required For Decommissioning Under 10 CFR Parts 30, 40, 70, and 72 for further assistance.

If it is determined that you are eligible to use the parent guarantee method, than your submission must be modified to include the following information:

1. Please submit documentation of a standby trust agreement to support your parent company guarantee. The standby trust fund is utilized as a mechanism to accept monies collected under the terms of the parent company guarantee. Section 30.35(f)(2)(ii) of 10 CFR Part 30, requires that a surety bond "must be payable to a trust established for

decommissioning costs. For recommended wording for a standby trust fund, refer to Regulatory Guide 3.66.

2. Submit a schedule attachment to your independent auditors special report. The schedule should corroborate the financial test numbers contained in the chief financial officer's letter with amounts in the financial statements of the parent company. The schedule should ensure that the numbers used to demonstrate the ability to pass the financial test reflect the actual financial results of the guarantor. For guidance on format of the schedule, please refer to Regulatory Guide 3.66.
3. Please resubmit the guarantee agreement and have it duly notarized as stated in Regulatory Guide 3.66. Unless the documents have been signed and notarized, NRC cannot be certain that your financial assurance mechanism will be enforceable.

If you have any questions or require clarification on any of the information stated above, you may contact us at (708) 790-5625.

We will continue our review of your letter upon receipt of this information. Please reply in duplicate, within 60 days, and refer to Control Numbers 00034, 00035, and 00036.

Sincerely,

Cassandra F. Frazier  
Materials Licensing Section

Enclosures:

1. Regulatory Guide 3.66
2. 10 CFR Part 30

RIII

CF 7/21/91  
Frazier/cf

3M General Offices

3M Center  
St. Paul, Minnesota 55144-1000  
612/733 1110

July 18, 1990

U. S. Nuclear Regulatory Commission  
Region III  
Glen Ellyn, Illinois 60137

Log	3M
Remitter	any 50
Check No.	619779
Amount	\$950
Fee Category	3N/3A/ID
Type of Fee	
Date Check Rec'd.	8/14/90
Date Completed	
By:	

Re: Certification of Financial Assurance NRC  
Licenses 22-00057-06, 22-00057-07, 22-00057-61

This letter and attached documents provide certification of financial assurance for decommissioning activities for the subject licenses in accordance with the provisions of 10CFR30.35. A check for \$950.00 covering amendment fees for the three licenses (\$180.00 for 22-00057-06, \$400.00 for 22-00057-07, and \$370.00 for 22-00057-61) is enclosed.

AMOUNT OF FINANCIAL ASSURANCE

For licenses 22-00057-06 and 22-00057-07, we are providing certification of financial assurance of \$750,000 for each license in accordance with the provisions of 10CFR30.35(c)(2). At the time of renewal for these licenses (May, 1992 for 22-00057-06 and October, 1993 for 22-00057-07), decommissioning funding plans will be filed in accordance with provisions of the regulations.

For license 22-00057-61, we are providing certification of financial assurance for \$75,000 in accordance with the provisions of 10CFR30.35(c)(3) and (d).

METHOD OF FINANCIAL ASSURANCE

We are providing certification of financial assurance in accordance with the Corporate Guarantee method. Although 3M's organizational structure does not exactly fit the parent/subsidiary company structure as outlined in Revision 1 of NUREG-1336 and the Draft Regulatory Guide issued in January 1990, we feel that this method is appropriate for 3M to use.

RECEIVED

JUL 26 1990

REGION III

JUL 26 1990

CONTROL NO. 00034

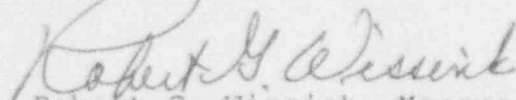
Activities of the three subject NRC licenses are conducted by only three of the many 3M independent operating divisions and units grouped into four business sectors whose activities are directed by the 3M Chief Executive Officer and Board of Directors. As such, 3M is in at least as strong, if not stronger, position to financially assure its commitments than if the licensed activities were conducted by "subsidiaries" of 3M.

Attached in support of 3M's corporate guarantee are:

1. A completed "Certification of Financial Assurance" form for each license adapted from NUREG-1336 Exhibit 1-1.
2. A letter from 3M's Chief Executive Officer adapted from NUREG-1336 paragraph 4.7.1.
3. A letter from 3M's Chief Financial Officer adapted from NUREG-1336 paragraph 4.7.2 including (a) a completed financial test form adapted from NUREG-1336 paragraph 4.7.3 and (b) an Auditor's Report adapted from NUREG-1336 paragraph 4.7.5.
4. Other documents as required by NUREG-1336 Exhibit 3-8.

Should you have questions regarding this letter and attached documents, please contact Duane C. Hall of this office at 612-733-7316.

Sincerely,

  
Robert G. Wissink, Manager  
Health Physics Services

Enclosures

CERTIFICATION OF FINANCIAL ASSURANCE

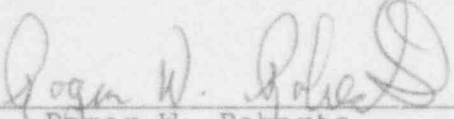
PRINCIPAL: Minnesota Mining and Manufacturing Company  
3M Center, 220-2E-02  
St. Paul, MN 55144

FACILITY: New Brighton Plant  
Twin Cities Army Ammunition Plant Site (TCAAP)  
New Brighton, MN 55112

LICENSE NO.: NRC 22-00057-06

ISSUED TO: U.S. Nuclear Regulatory Commission

This is to certify that Minnesota Mining and Manufacturing Company is licensed to possess byproduct radioactive materials as specified in NRC License No. 22-00057-06, and that financial assurance in the amount prescribed by 10CFR30, \$750,000, has been obtained for the purpose of decommissioning.

  
\_\_\_\_\_  
Roger W. Roberts  
Senior Vice President, Finance

[SEAL]

Date: July 17, 1990

CONTROL NO. 00034



CERTIFICATION OF FINANCIAL ASSURANCE

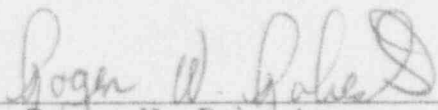
PRINCIPAL: Minnesota Mining and Manufacturing Company  
3M Center, 220-2E-02  
St. Paul, MN 55144

FACILITY: Research and Development Laboratories  
St. Paul, Maplewood, Woodbury, and Oakdale, MN

LICENSE NO.: NRC 22-00057-07

ISSUED TO: U.S. Nuclear Regulatory Commission

This is to certify that Minnesota Mining and Manufacturing Company is licensed to possess byproduct radioactive materials as specified in NRC License No. 22-00057-07, and that financial assurance in the amount prescribed by 10CFR30, \$750,000, has been obtained for the purpose of decommissioning.

  
\_\_\_\_\_  
Roger W. Roberts  
Senior Vice President, Finance

[SEAL]

Date: July 17, 1990

CONTROL NO. 00034



CERTIFICATION OF FINANCIAL ASSURANCE

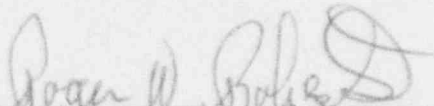
PRINCIPAL: Minnesota Mining and Manufacturing Company  
3M Center  
St. Paul, MN 55144

FACILITY: Gamma Sterilizer  
601 22nd Avenue South  
Brookings, SD 57006

LICENSE NO.: NRC 22-00057-61

ISSUED TO: U.S. Nuclear Regulatory Commission

This is to certify that Minnesota Mining and Manufacturing Company is licensed to possess byproduct radioactive materials as specified in NRC License No. 22-00057-61, and that financial assurance in the amount prescribed by 10CFR30, \$75,000, has been obtained for the purpose of decommissioning.



Roger W. Roberts  
Senior Vice President, Finance

[SEAL]

Date: July 17, 1990

3M General Offices

3M Center  
St. Paul, Minnesota 55144-1000  
612/733 1110

July 17, 1990

**3M**

U.S. Nuclear Regulatory Commission  
Region III  
Glen Ellyn, Illinois 60137

---

I am the Chief Executive Officer of Minnesota Mining and Manufacturing Company, dba as "3M", a Delaware corporation, with principal offices at 3M Center, St. Paul, Minnesota 55144. This letter is in support of 3M's use of the financial test to demonstrate financial assurance, as specified in 10CFR30.

I hereby certify that 3M is currently a going concern, and that it possesses positive tangible net worth in an amount in excess of \$5,000,000,000.00.

3M is required to file a Form 10-K with the U.S. Securities and Exchange Commission for the latest fiscal year. This fiscal year ends on December 31.

I hereby certify that the content of this letter is true and correct to the best of my knowledge.

MINNESOTA MINING AND  
MANUFACTURING COMPANY



---

Allen F. Jacobson  
Chairman of the Board and  
Chief Executive Officer

July 17, 1990



U. S. Nuclear Regulatory Commission  
Region III  
Glen Ellyn, IL 60137

Gentlemen:

I am the chief financial officer of Minnesota Mining and Manufacturing Company, dba as "3M", a Delaware corporation, with principal offices at 3M Center, St. Paul, MN 55144. This letter is in support of 3M's use of the financial test to demonstrate financial assurance, as specified in 10CFR30.

3M guarantees, through the corporate guarantee submitted to demonstrate compliance under 10CFR30, the decommissioning of the following facilities owned and operated by 3M. The current certified amounts for decommissioning, so guaranteed, are shown for each facility:

<u>Name of Facility</u>	<u>Location of Facility</u>	<u>Certified Amounts for Decommissioning</u>
New Brighton Plant NRC License 22-00057-06	TCAAP Site New Brighton, MN	\$750,000
R & D Labs NRC License 22-00057-07	St. Paul, MN	\$750,000
Gamma Sterilizer NRC License 22-00057-61	Brookings, SD	\$ 75,000

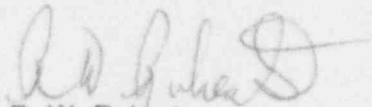
**FINANCIAL TEST: ALTERNATIVE I - 12/31/1989**

1. Certified amounts for decommissioning	<u>\$1,575,000</u>
2. Total liabilities	<u>\$4.4 billion</u>
3. Tangible net worth	<u>\$5.0 billion</u>
4. Net worth	<u>\$5.4 billion</u>
5. Current assets	<u>\$5.4 billion</u>
6. Current liabilities	<u>\$2.7 billion</u>
7. Net working capital (line 5 minus line 6)	<u>\$2.7 billion</u>
8. The sum of net income plus depreciation, depletion and amortization	<u>\$2.0 billion</u>
9. Total assets in U. S. (required only if less than 90% of firm's assets are located in the U.S.)	<u>\$5.0 billion</u>

U. S. Nuclear Regulatory Commission  
July 17, 1990  
Page 2

	<u>Yes</u>	<u>No</u>
10. Is line 3 at least \$10 million?	<u>X</u>	—
11. Is line 3 at least 6 times line 1?	<u>X</u>	—
12. Is line 7 at least 6 times line 1?	<u>X</u>	—
13. Are at least 90% of firm's assets located in the U.S.?		
If not complete line 14.	—	<u>X</u>
14. Is line 9 at least 6 times line 1?	<u>X</u>	—
(Guarantor must meet two of the following three ratios)		
15. Is line 2 divided by line 4 less than 2.0?	<u>X</u>	—
16. Is line 8 divided by line 2 greater than 0.1?	<u>X</u>	—
17. Is line 5 divided by line 6 greater than 1.5?	<u>X</u>	—

I hereby certify that the content of this letter is true and correct to the best of my knowledge.



R. W. Roberts  
Senior Vice President, Finance

July 17, 1990

To Minnesota Mining and Manufacturing Company:

We have audited the consolidated balance sheets of Minnesota Mining and Manufacturing Company and consolidated subsidiaries (the Company) as of December 31, 1989 and 1988 and the related consolidated statements of income and cash flows for each of the three years in the period ended December 31, 1989. These financial statements are included in the Company's Annual Report for the year ended December 1989; and, further a copy of our report with respect thereto, dated February 5, 1990, is attached.

In connection with the Company's filing under the reporting requirements for the use of the financial test to demonstrate financial assurance, as specified in 10CFR30:

1. We have read the letter from Mr. Roger W. Roberts, Senior Vice President, Finance of the Company, dated July 17, 1990, submitted in accordance with the aforementioned reporting requirements and performed the following procedures with respect to specified data therein:

Specified Data in LetterProcedures and Findings

- a. No. 2 - "Total Liabilities"

We compared the amount per the letter of \$4.4 billion to the sum of the amounts of total current liabilities, deferred income taxes, other liabilities, and long-term debt appearing in the Company's December, 31, 1989 balance sheet referred to above and found them to be in agreement, after rounding.

- b. No. 3 - "Tangible Net Worth"

We compared the amount per the letter of \$5.0 billion with the difference between the amounts of Stockholders' Equity - net and other assets, which are intangible in nature, appearing in the Company's

December 31, 1989 balance sheet referred to above and found them to be in agreement, after rounding.

c. No. 4 - "Net Worth"

We compared the amount per the letter of \$5.4 billion with the Stockholders' Equity - net, appearing in the Company's December 31, 1989 balance sheet referred to above and found them to be in agreement, after rounding.

d. No 5 - "Current Assets"

We compared the amount per the letter of \$5.4 billion with the total current assets appearing in the Company's December 31, 1989 balance sheet referred to above and found them to be in agreement, after rounding.

e. No. 6 - "Current Liabilities"

We compared the amount per the letter of \$2.7 billion with the total current liabilities appearing in the Company's December 31, 1989 balance sheet referred to above and found them to be in agreement, after rounding.

f. No. 7 - "Net Working Capital"

We compared the amount per the letter of \$2.7 billion with the difference between the amounts of total current assets and total current liabilities appearing in the Company's December 31, 1989 balance sheet referred to above and found them to be in agreement, after rounding.

g. No. 8 - "The sum of net income, plus depreciation, depletion and amortization"

We compared the amount per the letter of \$2.0 billion with the sum of the amounts of net income, depreciation and amortization appearing in the Company's December 31,

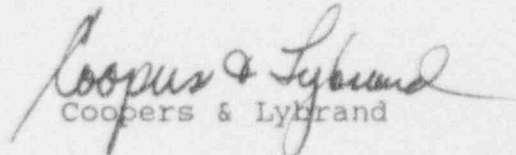


1989 financial statements referred to above and found them to be in agreement, after rounding.

h. No. 9 - "Total Assets in U.S."

We compared the amount per the letter of \$5.0 billion (identifiable assets, exclusive of certain corporate assets, primarily cash and cash equivalents, other securities, certain other current assets, and investments) with the United States identifiable assets amount appearing in the Performance by Geographic Areas footnote to the Company's December 31, 1989 financial statements referred to above and found them to be in agreement, after rounding.

2. In connection with the procedures referred to above, no matters came to our attention which caused us to believe that the specified data, as discussed above in 1.a. through h. should be adjusted. This letter relates only to the accounts and items specified above and does not extend to the other disclosures in the aforementioned letter, dated July 17, 1990.
3. This report is intended solely for the information and use of the Minnesota Mining and Manufacturing Company and the U.S. Nuclear Regulatory Commission and should not be used for any other purposes.

  
Coopers & Lybrand

AA4-U-11

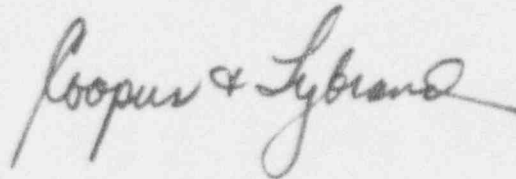
Report of Independent Certified Public Accountants

To the Stockholders of Minnesota Mining and Manufacturing Company:

We have audited the consolidated balance sheets of Minnesota Mining and Manufacturing Company and consolidated subsidiaries as of December 31, 1989 and 1988, and the related consolidated statements of income and cash flow for each of the three years in the period ended December 31, 1989. These financial statements are the responsibility of the company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above (1989 Annual Report, pages 32, 34, 36 and 38 to 41) present fairly, in all material respects, the consolidated financial position of Minnesota Mining and Manufacturing Company and consolidated subsidiaries as of December 31, 1989 and 1988, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 1989, in conformity with generally accepted accounting principles.



St. Paul, Minnesota  
February 5, 1990

AA1-D-21

CONTROL NO. 00034

## PARENT COMPANY GUARANTEE

Guarantee made this 26th day of July, 1990, by Minnesota Mining and Manufacturing Company, a corporation organized under the laws of the State of Delaware, herein referred to as "guarantor," to the U.S. Nuclear Regulatory Commission ("NRC"), obligee.

### Recitals

1. The guarantor has full authority and capacity to enter into this guarantee under its Bylaws, Restated Certificate of Incorporation, and the laws of the State of Delaware, its State of incorporation. Guarantor has approval from the Executive Committee of its Board of Directors to enter into this guarantee.
2. This guarantee is being issued to comply with regulations issued by the 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 pursuant to 10 CFR Part 30 provide assurance that funds will be available when needed for required decommissioning activities.
3. The guarantee is issued to provide financial assurance for decommissioning activities for the New Brighton Plant, Research & Development Laboratories (St. Paul, Maplewood, Woodbury, and Oakdale, Minnesota), and the Gamma Sterilizer facilities at Brookings, South Dakota, as required by 10 CFR Part 30. The decommissioning costs for which are as follows: \$750,000; \$750,000; and \$75,000, respectively.
4. The guarantor meets or exceeds the following financial test criteria 10 CFR Part 30, Financial Test Alternative I and agrees to comply with all notification requirements as specified in 10 CFR Part 30.

The guarantor shall meet one of the following two financial tests:

- (a) (i) A current rating of its most recent bond issuance of AAA, AA, A, or BBB as issued by Standard and Poor's, or Aaa, Aa, A, or Baa as rated by Moody's; and
- (ii) Tangible net worth is at least \$10 million and at least six times the current decommissioning cost estimate; and
- (iii) Assets located in the United States amounting to at least 90 percent of its total assets or at least six times the current decommissioning cost.

or

- (b) (i) Net working capital and tangible net worth each at least six times the current decommissioning cost estimates; and
  - (ii) Assets located in the United States amounting to at least 90 percent of its total assets or at least six times the amount of the current decommissioning cost estimates; and
  - (iii) Meets two of the following three ratios: a ratio of total liabilities to net worth less than 2.0; a ratio of the sum of net income plus depreciation, depletion, and amortization to total liabilities that is greater than 0.1; and a ratio of current assets to current liabilities that is greater than 1.5; and
  - (iv) Tangible net worth of at least \$10 million.
- 5. The guarantor is the corporate entity properly licensed to own and operate the New Brighton Plant; the Research & Development Laboratories at St. Paul, Maplewood, Woodbury, and Oakdale, Minnesota; and the Gamma Sterilizer Facility at Brookings, South Dakota, under the respective License Numbers of NRC 22-00057-06; NRC 22-00057-07; and NRC 22-00057-61.
  - 6. Decommissioning activities as used below refers to the activities required by 10 CFR Part 30 for decommissioning of facilities identified above.
  - 7. For value received and pursuant to the authority conferred upon the guarantor by the Executive Committee of its Board of Directors, the guarantor guarantees to the NRC that if the licensee fails to perform the required decommissioning activities, as required by License Numbers NRC 22-00057-06, NRC 22-00057-07, and NRC 22-00057-61, the guarantor shall
    - (a) carry out the required activities, or
    - (b) set up a trust fund in favor of the above identified beneficiary in the amount of these current cost estimates for these activities.
  - 8. The guarantor agrees to submit revised financial statements, financial test data, and a special auditor's report and reconciling schedule annually within 90 days of the close of the parent guarantor's fiscal year.
  - 9. The guarantor agrees that if, at the end of any fiscal year before termination of this guarantee, it fails to

meet the financial test criteria, the licensee shall send within 90 days of the end of the fiscal year, by certified mail, notice to the NRC that the licensee intends to provide alternative financial assurance as specified in 10 CFR Part 30. Within 120 days after the end of the fiscal year, the guarantor shall establish such financial assurance if the licensee has not done so.

10. The guarantor also agrees to notify the beneficiary promptly if the ownership of the license or the parent firm is transferred and to maintain this guarantee until the new parent firm or the license provides alternative financial assurance acceptable to the beneficiary.
11. The guarantor agrees that within 30 days after it determines that it no longer meets the financial test criteria or it is disallowed from continuing as a guarantor for the facility under License Numbers 22-00057-06, 22-00057-07, and 22-00057-61, it shall establish an alternative financial assurance as specified in 10 CFR Part 30, in the name of licensee.
12. The guarantor as well as its successors and assigns agree to remain bound jointly and severally under this guarantee notwithstanding any or all of the following: amendment or modification of license or NRC-approved decommissioning funding plan for that facility, the extension or reduction of the time of performance of required activities, or any other modification or alteration of an obligation of the licensee pursuant to 10 CFR Part 30.
13. The guarantor agrees that all bound parties shall be jointly and severally liable for all litigation costs incurred by the beneficiary licensee in any successful effort to enforce the agreement against the guarantor.
14. The guarantor agrees to remain bound under this guarantee for as long as licensee must comply with the applicable financial assurance requirements of 10 CFR Part 30 for the previously listed facilities, except that the guarantor may cancel this guarantee by sending notice by certified mail to the NRC and to licensee, such cancellation to become effective no earlier than 120 days after receipt of such notice by both the NRC and licensee as evidenced by the return receipts.
15. The guarantor agrees that if licensee fails to provide alternative financial assurance as specified in 10 CFR Part 30, as applicable, and obtain written approval of such assurance from the NRC within 90 days after a notice of cancellation by the guarantor is received by both the NRC and licensee from the guarantor, the guarantor shall provide such alternative financial assurance in the name of licensee or make full payment under the guarantee.

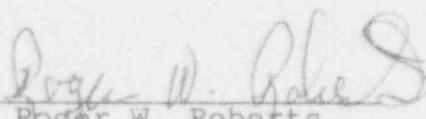


16. The guarantor expressly waives notice of acceptance of this guarantee by the NRC or by licensee. The guarantor also expressly waives notice of amendments or modification of the decommissioning requirements and of amendments or modifications of the license.
17. If the guarantor files financial reports with the U.S. Securities and Exchange Commission, then it shall promptly submit them to the NRC during each year in which this guarantee is in effect.

I hereby certify that this guarantee is true and correct to the best of my knowledge.

Effective Date: July 26, 1990

MINNESOTA MINING AND  
MANUFACTURING COMPANY

  
Roger W. Roberts  
Senior Vice President,  
Finance

WITNESS:







UNITED STATES  
NUCLEAR REGULATORY COMMISSION  
WASHINGTON, D. C. 20555

DEC 14 1990

Minnesota Mining & Manufacturing  
ATTN: Robert G. Wissink  
3M Center  
St. Paul, MN 55144-1000

REFUND OF APPLICATION FEE

1. BACKGROUND:

Check Received August 10, 1990  
Application Dated July 18, 1990  
Check Number 619779  
Check Amount \$950

2. REFUND:

Amount \$950

This refund is now being processed and will be sent as soon as possible.

3. REASON FOR REFUND:

Fee for application dated July 18, 1990, for License Nos. 22-00057-06, 22-00057-07 and 22-00057-61 is being refunded in accordance with Information Notice 90-38, Supplement 1.

NOTE: ENCLOSED IS A COPY OF THE MAY 23, 1990 FEDERAL REGISTER NOTICE CONTAINING THE COMMISSION'S REVISED FEE REGULATIONS WHICH WENT INTO EFFECT JULY 2, 1990. IF YOU HAVE ANY QUESTIONS CONCERNING THE FEES TO BE SUBMITTED WITH FUTURE APPLICATIONS, PLEASE CONTACT US AT 301-492-4650.

*M 47*  
Maurice Messier *89 11/14/90*  
License Fee and Debt Collection Branch  
Division of Accounting and Finance  
Office of the Controller

Enclosure: May 23, 1990  
Federal Register notice