

PUBLIC

MAR 02 1994

ABB Process Automation
ATTN: John R. Dukes
650 Ackerman Road
Box 02650
Columbus, OH 43202

License No. 34-00255-03

030-05610

Dear Mr. Dukes:

We have reviewed your decommissioning financial assurance submittal dated August 6, 1990 and subsequent submittals dated October 21, 1991, November 27, 1991, December 2, 1991, December 16, 1991, June 2, 1992, June 12, 1992, and August 23, 1993. 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) 829-9830.

Sincerely,

Original Signed By
Cassandra F. Frazier
Nuclear Materials Licensing Section

080065

RIII
Frazier/bt
03/1/94

RIII
Madera
3/2/94

9403110247 940302
PDR ADDCK 03005610
C PDR

300109 ML
30
DT

93-13

BETWEEN:

LICENSE FEE MANAGEMENT BRANCH, ARM
AND
REGIONAL LICENSING SECTIONS

PROGRAM CODE: 03211
STATUS CODE: 0
FEE CATEGORY: 3A 3N 2C
EXP. DATE: 19940131
FEE COMMENTS: SER/NO WASTE 9/80 MEM
DECOM FIN ASSUR REQD: N
!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!

LICENSE FEE TRANSMITTAL

A. REGION

1. APPLICATION ATTACHED
APPLICANT/LICENSEE: ABB PROCESS AUTOMATION, INC.
RECEIVED DATE: 900806
DOCKET NO: 3005610
CONTROL NO.: 300109
LICENSE NO.: 34-00255-03
ACTION TYPE: AMENDMENT

2. FEE ATTACHED
AMOUNT: 0
CHECK NO.: 2

3. COMMENTS

SIGNED Deborah S. Hersey
DATE 7-13-83

B. LICENSE FEE MANAGEMENT BRANCH (CHECK WHEN MILESTONE 03 IS ENTERED /__!)

1. FEE CATEGORY AND AMOUNT: _____

2. CORRECT FEE PAID. APPLICATION MAY BE PROCESSED FOR:
AMENDMENT _____
RENEWAL _____
LICENSE _____

3. OTHER _____

SIGNED _____
DATE _____



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

93-13
00109

MEMORANDUM FOR: John Madera, Chief
Materials Licensing Section
Division of Radiation Safety
and Safeguards, Region III

FEB. 18 1994

FROM: Louis M. Bykoski
Decommissioning and Regulatory
Issues Branch, LLWM/NMSS

SUBJECT: THE OFFICE OF GENERAL COUNSEL AND CONTRACTOR COMMENTS
ON NONSTANDARD FINANCIAL ASSURANCE SUBMITTALS

Our contractor, ICF Incorporated, and OGC have reviewed and provided comments on two Region III nonstandard assurance submittals sent to us for review. Included in this mailing are:

1. Alliant Techsystems; and
2. ABB Process Automation

The ICF comments are presented in two parts. The first part deals with specific recommendations to current deficiencies. The second part (Other Issues) provides a discussion of changes to the standard wording that are acceptable and are not considered to be deficiencies. The OGC comments include additional deficiencies that need to be corrected by the licensee and comments for our internal use.

You should carefully review the comments before preparing the deficiency letter. We have enclosed more specific information to help you sort and consolidate the ICF and OGC comments.

Should you have any further questions with regard to the comments, please call me on (301) 504-2572 or David Futoma of OGC on (301) 504-1621.

Louis M. Bykoski
Decommissioning and Regulatory
Issues Branch
Division of Low-Level Waste Management
and Decommissioning, NMSS

Enclosure: As stated

FEB 23 1994

LIST OF INSTRUCTIONS

93-13
00109

FEB 18 1994

ABB PROCESS AUTOMATION

In reviewing the comments, the reviewer will note that there will be some overlap between ICF and OGC comments. The following comments should be included in the basis for the deficiency letter:

1. ICF comments 1 through 8 plus last paragraph.
2. All OGC comments.

All other comments and discussions are for reviewer information.

MEMO TO: Louis M. Bykoski, NMSS
FROM: OGC
RE: REVIEW OF NONSTANDARD SUBMITTALS

FEB 18 1994

ABB Process Automation: No legal objection to ICF recommendation that the letter of credit and standby trust is satisfactory.



ICF INCORPORATED

December 30, 1993

To: Dr. Lou Bykoski, NMSS/NRC

From: Martin Marchaterre, Craig Dean, and John Collier, ICF Incorporated

Subject: Review of Letter of Credit and Standby Trust Agreement Submitted
by ABB Process Automation

ABB Process Automation in Columbus, Ohio, submitted additional materials in support of its certification of financial assurance, using a letter of credit and standby trust agreement, to assure decommissioning costs of \$75,000 for license 34-00255-03 issued under 10 CFR Part 30.¹ ICF reviewed the licensee's previous submissions and reported several recommendations to NRC in memoranda dated November 6, 1990 and April 10, 1992.

Upon review of this submission, ICF recommends that NRC Region III accept the letter of credit and standby trust agreement because they comply with the requirements in *Regulatory Guide 3.66* "Standard Format and Content of Financial Assurance Mechanisms Required for Decommissioning Under 10 CFR Parts 30, 40, 70, and 72" (June 1990).

Apart from editorial and non-substantive changes to the standard wording provided in *Regulatory Guide 3.66*, the following modifications are noteworthy:

- (a) Schedule A of the standby trust agreement is missing the following line recommended in *Regulatory Guide 3.66*: "The cost estimates listed here were last adjusted and approved by the NRC on ____." This statement is intended to assist the trustee in evaluating the information in Schedule A, but is not critical to the trust's effectiveness because NRC will evaluate whether the certification amount is acceptable and ensure that Schedule A is accurate.
- (b) The Specimen Certificate of Events does not include a signature blank for the Secretary of the licensee. The text of the certificate, however, makes a reference that the Secretary will be the party certifying when decommissioning has commenced and will be signing the certificate of events.

Finally, the Region should ensure that documents submitted by the licensee are originally signed duplicates, as recommended in *Regulatory Guide*

¹ ICF assumes that NRC has verified that the certification amount is acceptable under 10 CFR 30.35.

3.66. Unless the documents have been properly signed, NRC cannot be certain that the financial assurance mechanism is enforceable. Because ICF does not possess the original submissions, we cannot verify compliance with these requirements.

attachments

APPENDIX C

CHECKLIST FOR SUBMISSION OF SURETY/INSURANCE/PARENT COMPANY GUARANTEE

A. - Check Appropriate Form of Surety/Insurance/Guarantee

- Surety Bond
- Letter of Credit
- Line of Credit
- Parent Company Guarantee/Financial Test*
- Insurance

B. Check Documents Submitted for Surety/Insurance/Guarantee

1. Surety Bond
 - Surety Bond
 - Standby Trust Agreement
 - Acknowledgement
2. Letter of Credit
 - Letter of Credit *provided in a previous submission*
 - Standby Trust Agreement *provided in a previous submission*
 - Acknowledgement
3. Line of Credit
 - Verification
 - Standby Trust Agreement
 - Acknowledgement
4. Parent Company Guarantee
 - Letter from Chief Executive Officer of Applicant or Licensee
 - Letter from Chief Financial Officer of Parent Company
 - Financial Test: Alternative [I or II]
 - Auditor's Special Report and Attached Schedule
 - Corporate Guarantee
 - Standby Trust Agreement
 - Acknowledgement
5. Insurance
 - Certificate of Insurance
 - Standby Trust Agreement
 - Acknowledgement

May not be used in combination with any other instrument.

UNCHANGED

EXHIBIT 3-7

CHECKLIST OF CRITERIA FOR REVIEW OF LETTERS OF CREDIT

- Copy of corporate by-laws or other evidence indicating that parties signing the financial instrument (for the applicant) are authorized to represent the organization in the transaction.
- Evidence that the financial instrument is an originally signed duplicate (e.g., an executed copy of the instrument).
- Evidence that the financial institution is regulated by Federal or State agency (e.g., member of FDIC, Federal Reserve System, etc.).
- The instrument must be entitled a letter of credit.
- The letter should be limited in amount.
- The letter of credit must contain a specified expiration date or be written for a definite term.
- The issuer's obligation to pay the beneficiary should arise only upon presentation of a draft or other documents specified in the letter of credit.
- The bank must not be called upon to determine a question of fact or law at issue between the licensee and the Commission or State regulatory agency.
- The licensee should have an unqualified obligation to reimburse the issuer for payments made under the letter of credit.

EXHIBIT 3-5

CHECKLIST OF CRITERIA FOR REVIEW OF TRUST AGREEMENTS^a

- ✓ • Copy of corporate by-laws or other evidence indicating that parties signing the financial instrument (for the applicant) are authorized to represent the organization in the transaction.

*Requires
will verify*

- Evidence that the financial instrument is an originally signed duplicate (e.g., an executed copy of the instrument).

✓

- Evidence that the financial institution has authority to act as a trustee.

*Standard
wording*

- Purpose of trust ("whereas" clauses).

1. Description

- Grantor or grantors (introductory paragraph).

- ✓ 1. Names
✓ 2. Addresses

- Trustee or trustees.

- ✓ 1. Names and addresses
✓ 2. Bank or corporate trustee (introductory paragraph)

- Identification of facilities and cost estimates (Section 2).^b

^aAdapted from 17A Am Jur Legal Forms 2d (Rev) §251.94.

^bReferences are to recommended wording for trust agreements provided in Section 4.

EXHIBIT 3-5 (continued)

Standard
wording

- Words of transfer, conveyance, and delivery in trust (Section 3).
- Payments constituting the trust fund (Section 4).
- Duration of trust.
- Description of trust property.
 1. Property described in attached schedule (Schedule B)
 2. Cash
 3. Stock and other securities
- Additions to trust.
- Distribution of trust principal (Section 5).
 1. Disbursement to licensee upon proper certification
 2. Payment for activities at NRC's direction in writing
 3. Refund to grantor at NRC's specification in writing after completion of decommissioning activities
- Trust management (Sections 6-8).
 1. Discretionary powers
 2. Fiduciary duty
 3. Commingling and investment
 4. Sale or exchange of trust property
 5. Scope of investments
 6. Express powers of trustee
 7. Borrowing money and encumbering trust assets
- (Optional provisions)

EXHIBIT 3-5 (continued)

8. Insurance
9. Operation of business
10. Compromise of claims

Standard wording

- Taxes and expenses (Section 9).
- Annual valuation (Section 10).
- Advice of counsel (Section 11).
- Authority, compensation, and tenure of trustees (Sections 12-14).
 1. Trustee compensation
 2. Successor trustee
 3. Instructions to trustee
- Amendment of agreement (Section 15).
- Irrevocability and termination (Section 16).
- Immunity and indemnification (Section 17).
- Law to govern construction and operation of trust (Section 18).
- Interpretation and severability (Section 19).
- Date (signature block).
- Signatures (signature block).
- Acknowledgements, seals or attestations, if necessary or desired (witness by notary public).
- Acceptance of trust by trustee or trustees (acknowledgment).

9213

SEP 23 1993

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

FROM: John R. Madera, 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 ABB Process Automation, Inc., License Number 34-00255-03. They have submitted a response to our deficiency letter dated May 27, 1992(enclosed) which requires contractor review.

We appreciate your efforts in resolving these issues. If you have any questions please contact Cassandra Frazier of my staff at FTS 388-5704.

John R. Madera, Chief
Materials Licensing Section
Nuclear Materials Safety
Branch, DRSS

- Enclosures: 1. Region III May 27, 1992 letter
2. Licensee financial assurance submittals

RIII *[Signature]*
Frazier
09/24/93

RIII *[Signature]*
Madera
09/24/93



UNITED STATES
NUCLEAR REGULATORY COMMISSION
REGION III
799 ROOSEVELT ROAD
GLEN ELLYN, ILLINOIS 60137

MAY 27 1992

Rec'd 6-1-92

920

92-13

ABB Process Automation Inc.
ATTN: John R. Dukes
650 Ackerman Road
Columbus, OH 43202

Dear Mr. Dukes:

We have reviewed your Letter of Credit and Standby Trust Agreement submitted September 26, 1991, and find that we require additional information and/or corrections as follows:

- (1) Identify the Trustee's Full Address (Regulatory Guide 3.66, Page 4-18)

The standby trust agreement does not specify the address of the trustee, as recommended in Regulatory Guide 3.66, page 4-18. As a result, NRC may not be able to communicate readily with the trustee (e.g., authorize payment for required decommissioning activities). Modify the standby trust agreement to identify the address of the trustee.

- (2) Modify Section 5, Paragraph 2 of the Standby Trust Agreement so that the Licensee Cannot Withdraw More Than 10 Percent of the Outstanding Balance of the Trust Without NRC Approval

As submitted, the standby trust agreement allows withdrawal from the trust fund of up to 100 percent of the outstanding balance or \$75,000, whichever is greater, without NRC approval. This withdrawal limit exceeds the 10 percent level specified in NRC guidance by \$67,500. Section 5 of the submitted standby trust agreement should be modified to comply with the lower level recommended by NRC.

- (3) Revise Section 5 of the Standby Trust Agreement to Include Missing Language Specifying Reimbursements from the Fund (Regulatory Guide 3.66, Page 4-19)

The reimbursement provision in section 5 of the standby trust agreement appears to contain a typographical error. In general, the section uses the wording recommended in Regulatory Guide 3.66, page 4-19, but the document omitted the following underlined clause: "The Trustee shall reimburse the Grantor or other persons as specified by the NRC, or State agency, from the Fund for expenditures for required activities in such amounts as the NRC, or State agencies shall direct in writing. . ." The underlined phrase is intended to limit reimbursements to costs of required decommissioning activities, as directed in writing by NRC or a State agency. Revise section 5 of the standby trust agreement to include the recommended phrase.

- (4) Submit Schedules A and C of the Standby Trust Agreement Regulatory Guide 3.66, Page 4-26)

MAY 27 1992

The standby trust agreement does not include Schedules A and C. Section 2 of the standby trust agreement does not reference Schedule A, as recommended in Regulatory Guide 3.66, page 4-18, and the agreement does not include a Schedule A listing the most recent certification amount, the facility address, the NRC license number, and the licensee's name and address. Schedule A assists the trustee in determining if funds should be distributed for a specific facility. Schedule C, which is not included in the submission or referenced in section 12 of the agreement as recommended in Regulatory Guide 3.66, should state the trustee's compensation for serving as trustee. Submit these schedules, as recommended in Regulatory Guide 3.66, page 4-26.

- (5) Submit a Specimen Certificate of Events and a Specimen Certificate of Resolution with the Standby Trust Agreement (Regulatory Guide 3.66, Pages 4-24 and 4-25)

The submission does not include a specimen certificate of events or a specimen certificate of resolution with the standby trust agreement. Section 5 of the standby trust agreement refers to a specimen certificate of events that is to be attached to the trust agreement. The recommended wording for the specimen certificate of events (see Regulatory Guide 3.66, page 4-24) refers to an attached certificate of resolution. Without the specimen certificates, NRC cannot ensure that the trustee will release decommissioning funds only upon receiving appropriate instructions. In addition, without a specimen certificate of resolution to reference, the trustee may not be able to determine the validity of future resolutions authorizing commencement of decommissioning activities and payments from the trust. Submit the specimen certificates (which should contain blank spaces for dates and signatures until decommissioning activities have commenced) worded similarly to the specimen certificates on page 4-24 and page 4-25 of Regulatory Guide 3.66.

- (6) Submit Evidence Indicating that the Party Signing the Standby Trust Agreement for the Licensee is Authorized to Represent the Company (Regulatory Guide 3.66, Page 3-14)

The submission does not include evidence indicating that the party signing the mechanism for the licensee is authorized to represent the licensee in the standby trust agreement, as recommended in Regulatory Guide 3.66, page 3-14. Evidence of authority to represent the licensee is necessary to ensure the validity and enforceability of the mechanism. Submit a copy of your corporate by-laws or other evidence indicating that the party signing the standby trust agreement is authorized to do so.

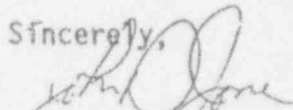
Finally, documents submitted must be originally signed duplicates, as recommended in Regulatory Guide 3.66. Unless the documents have been properly signed, NRC cannot be certain that the financial assurance mechanisms are enforceable.

MAY 27 1992

We will continue our review of your application upon receipt of this information. Please reply in duplicate, within 15 days, and refer to Control Number 00109.

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

Sincerely,



John D. Jones,
Materials Licensing Section



August 23, 1993

U.S. NUCLEAR REGULATORY COMMISSION
ATTN: Cassandra F. Frazier
Nuclear Materials Licensing Section
Region III
799 Roosevelt Road
Glen Ellyn, Illinois 60137-5927

Dear Ms. Frazier :

In our telephone conversation on August 18, 1993 you indicated that the USNRC has lost the files that Region III was maintaining on the updating of our decommissioning financial assurance documentation in 1992. I understand that the individuals at the Commission that we were dealing with at that time are no longer with Region III. I also informed you that our local attorney, who handled the updating activities, is no longer with ABB Process Automation. Our legal support now comes from the Office of General Counsel of our parent corporation in Stamford, Conn. As you requested, I have enclosed photocopies of the principal documents from my personal files as follows:

- * Letter of 16 December 1991 from our attorney, James Dunn, to Cassandra F. Frazier, USNRC Region III
- * Letter of May 27, 1992 from John D. Jones, USNRC Region III, to John R. Dukes, ABB Process Automation
- * Letter of June 2, 1992 from John R. Dukes to John D. Jones
- * Twelve page letter of June 12, 1992 from James Dunn to John D. Jones with the additional signed documents requested by the USNRC
- * Two page letter of June 12, 1992 from James Dunn to John D. Jones with hand-written note of 6/15/92 that Mr. Jones' secretary had received the packet of original documents from Federal Express
- * Letter of August 12, 1993 from John R. Dukes to Cassandra F. Frazier

From the review of my files and telephone notes on the subject, the following additional information may be of help to you in locating the lost files at the USNRC.

- * During the first week of June 1992 our attorney, James Dunn, was working with the bank and trust company on satisfying the new USNRC requests.

RECEIVED

ABB Process Automation Inc.

AUG 25 1993

AUG 25 1993

- * On the morning of June 11, 1992 Mike McCann initiated a conference call to me with USNRC staffers John Jones and Kevin Null regarding the USNRC's May 27, 1992 request.
- * During the afternoon of June 11, 1992 James Dunn and I had two additional telephone conference calls with Mr. McCann to try clarify final details in satisfying the USNRC requests. Mr. McCann asked that we direct further effort to Mr. Jones who was not available that afternoon.
- * On the morning of June 12, 1992 copies of our responses were FAX'd to Mr. Jones by our attorney, Mr. Dunn, and the trust company officer, Mr. Stephen von Clausburg.
- * At 11:20 am June 12, 1992, James Dunn and I had a conference call with Mr. Jones. He confirmed receipt of the FAX's and reported that he saw no problems with our submission but that additional review will have to be made by Mr. McCann.
- * On June 15, 1992 Mr. Jones' secretary (Debbie) confirmed receipt of the packet of "original" signed documents from the courier.
- * On July 1, 1992 I had a telephone call from Mr. Jones in which he reported that on the decommissioning financial assurance issue, "Everything is in order now after the 12 June 1992 letter". Then we discussed a different subject.

As you can see, both Mr. Jones and Mr. McCann were involved in the decommissioning financial assurance amendment issues after your earlier involvement in 1991. Hopefully, you will be able to find the missing file and the original signed documents among their files.

Please let me know if you have any further questions.

Sincerely,



John R. Dukes, Manager
Nucleonics and Radiological Operations

cc: Corporate Counsel
ROC file

[NRC82393]JRD



August 12, 1993

U.S. NUCLEAR REGULATORY COMMISSION
ATTN: Cassandra F. Frazier
Nuclear Materials Licensing Section
Region III
799 Roosevelt Road
Glen Ellyn, Illinois 60137-5927

Dear Ms. Frazier:

We have received your letter of August 5, 1993 concerning decommissioning financial assurance information which we have previously submitted. Your letter is almost identical, word-for-word, to a letter we received from your co-worker in the Nuclear Materials Licensing Section, Mr. John D. Jones, dated May 27, 1992.

Our attorney, Mr. James Dunn, and our trust company officer, Mr. Stephen von Clausburg, responded in full to Mr. Jones' request by FAX on June 11, 1992 and all of the original copies of the amendments were delivered by courier immediately thereafter. Receipt of these originals was confirmed in a telephone conversation with Mr. Jones' secretary, Debbie, on June 15, 1992.

I can send you copies of the documents if you need them but you will have to see Mr. Jones for the original documents. I tried to reach you by telephone to discuss this but was informed that you are not in the office this week. If you have any further questions please contact me.

Sincerely,

John R. Dukes, Manager
Nucleonics and Radiological Operations

cc: Jim Dunn
ROC file

[NRC81293]JRD

RECEIVED

ABB Process Automation Inc.

AUG 16 1993

AUG 0 5 1993

ABB Process Automation, Inc.
ATTN: John R. Dukes
Manager
650 Ackerman Road, Box 02650
Columbus, OH 43202

Dear Mr. Dukes:

We have reviewed your responses dated December 2, 1991, and received dated December 17, 1991, and find that it does not contain adequate information for decommissioning. We will need you to submit the following additional supporting documentation:

1. Identify the Trustee's Full Address (Regulatory Guide 3.66, Page 4-18)

Your standby trust agreement did not specify the address of the trustee, as recommended in Regulatory Guide 3.66, page 4-18. As a result, NRC may not be able to communicate readily with the trustee (e.g., authorize payment for required decommissioning activities). Please modify the standby trust agreement to identify the address of the trustee.

2. Modify Section 2, Paragraph 2 of the Standby Trust Agreement so that you the Licensee Cannot Withdraw More Than 10 Percent of the Outstanding Balance of the Trust Without NRC Approval

As submitted, the standby trust agreement allows withdrawal from the trust fund of up to 100 percent of the outstanding balance or \$75,000, whichever is greater, without NRC approval. This withdrawal limit exceeds the 10 percent level specified in NRC guidance by \$67,500. Section 5 of the submitted standby trust agreement should be modified to comply with the lower level recommended by NRC. This change will allow NRC to more closely monitor your decommissioning.

3. Revise Section 5 of the Standby Trust Agreement to Include Missing Language Specifying Reimbursements from the Fund (Regulatory Guide 3.66, Page 4-19)

The reimbursement provision in Section 5 of the standby trust agreement appears to contain a typographical error. In general, the section uses the wording recommended in Regulatory Guide 3.66, page 4-19, but you omitted the following underlined clause: "The Trustee shall reimburse the Grantor or other persons as specified by the NRC, or State agency, from the Fund for expenditures for required activities in such amounts as the NRC, or State agency, shall direct in writing . . ." The underlined phrase is intended to limit reimbursements to costs of required decommissioning activities, as directed in writing by NRC or a State agency. Please revise Section 5 of the standby trust agreement to include the recommended phrase.

P

4. Submit Schedules A and C of the Standby Trust Agreement (Regulatory Guide 3.66, Page 4-16)

The standby trust agreement does not include Schedules A and C. Section 2 of the standby trust agreement does not reference Schedule A, as referenced in Regulatory Guide 3.66, page 4-18, and the agreement does not include a Schedule A listing the most recent certification amount, the facility address, the NRC license number, and your name and address. Schedule A assists the trustee in determining if funds should be distributed for a specific facility. Schedule C, which is not included in the submission or referenced in Section 12 of the agreement as recommended in Regulatory Guide 3.66, should state the trustee's compensation for serving as trustee. Submit these schedules, as stated in Regulatory Guide 3.66, page 4-26.

5. Submit a Specimen Certificate of Events and a Specimen Certificate of Resolution with the Standby Trust Agreement (Regulatory Guide 3.66, Pages 4-24 and 4-25)

The submission does not include a specimen certificate of events or a specimen certificate of resolution with the standby trust agreement. Section 5 of the standby trust agreement refers to a specimen certificate of events that is to be attached to the trust agreement. The recommended wording for the specimen certificate of events (see Regulatory Guide 3.66, page 4-24) refers to an attached certificate of resolution. Without the specimen certificates, NRC cannot ensure that the trustee will release decommissioning funds only upon receiving appropriate instructions. In addition, without a specimen certificate of resolution to reference, the trustee may not be able to determine the validity of future resolutions authorizing commencement of decommissioning activities and payments from the trust. Provide specimen certificates (which should contain blank spaces for dates and signatures until decommissioning activities have commenced) worded similarly to the specimen certificates on page 4-24 and 4-25 of Regulatory Guide 3.66.

6. Submit Evidence Indicating that the Party signing the Standby Trust Agreement for the Licensee is Authorized to Represent the Company (Regulatory Guide 3.66, Page 3-14)

The submission does not include evidence indicating that the party signing the mechanism for the licensee is authorized to represent the licensee in the standby trust agreement, as stated in Regulatory Guide 3.66, page 3-14. Evidence of authority to represent the licensee is necessary to ensure the validity and enforceability of the mechanism. Submit a copy of your corporate by-laws or other.

7. Submit A Revised Letter of Credit Addressed to NRC Headquarters

The Letter of Credit is currently addressed to the Region III office in Glen Ellyn, Illinois, which will require the Region, rather than headquarter to draw on the mechanism. The mechanism should be drawn by

AUG 05 1993

our headquarters office. Therefore, please submit a revised letter of credit addressed to Headquarters: U.S. Nuclear Regulatory Commission, Washington, D.C., 20555-001.

Please ensure that the above documents submitted are originally signed duplicates. Unless the documents have been properly signed, NRC cannot be certain that the financial assurance mechanisms are 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 Number 00109.

Sincerely,

Cassandra F. Frazier
Nuclear Materials Licensing Section

Enclosure: Regulatory Guide 3.66

R111

Frazier/jaw
08/ /93

7/6/93

93-13

John:

As per our telephone conversation,
enclosed is:

- (1) your incoming, to me, package
dated Jan 30, 1992.
- (2) my outgoing (to McCann) package
dated May 13, 1992.

Hope it helps,

Jan

504-2572

ABB Process Automation

JUL 9 1993

CONTROL NO. 00109

James Alistair Dunn
General Counsel

12 June, 1992

Mr. John D. Jones
United States Nuclear
Regulatory Commission
Region III
799 Roosevelt Road
Glen Ellyn, Illinois 60139

Via Facsimile Transmission
(708) 790 5665 or
(708) 790 5693

Re: ABB Process Automation Inc.
Control Number 00109
Standby Trust Agreement
Amendment

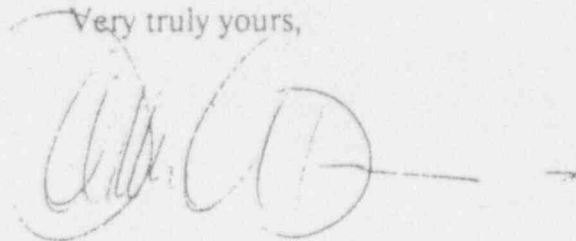
Dear Mr. Jones:

We understand that you have now received by courier the original, above referenced documents forwarded with my letter to you of 12 June, 1992.

That being the case, would you please be so kind as to confirm by return letter that ABB Process Automation has properly complied with NRC requirements, and that the documents are in proper order, as well as other matters noted in that letter, among them that the response has been timely made, and that a Notice of Violation is not proper and will not be issued.

Thank you for your consideration and assistance with this matter, and with kindest regards I remain,

Very truly yours,



JAD/msw

ABB Process Automation Inc.

6/15/92
Leanea Wagner confirmed
by telecon with "Debbie"
(his secretary) that "the
originals had been
received Fed Express and
she will give them to
John this AM."

QRO
Yellow sticky in Dunn's file

Mr. John D. Jones
12 June, 1992
Page 2

cc: Jack Dukes
Don Stephens
45579/radiopol
Docket 15 Jun 92
Chronological



James Alistair Dunn
General Counsel

12 June, 1992

Mr. John D. Jones
United States Nuclear
Regulatory Commission
Region III
799 Roosevelt Road
Glen Ellyn, Illinois 60139

Via Facsimile Transmission
(708) 790 5665 or
(708) 790 5693

Please hand deliver
immediately

Re: ABB Process Automation Inc.
Control Number 00109
Standby Trust Agreement
Amendment

Dear Mr. Jones:

Your letter of 27 May, 1992, was received by the above referenced Licensee on 1 June, 1992. The initial response was posted to you on 2 June, 1992. This letter provides the balance of the information you requested. The period for response referred to in your letter has not yet expired.

The particular matters raised in your letter are accomplish as follows:

1. The Trustee's full address has been added to the introductory section of the Standby Trust Agreement (the "Trust") by the Amendment of Standby Trust Agreement (the "Amendment");
2. Paragraph 2 of Section 5 of the Trust has been amended to limit withdrawals from the fund to ten percent of the outstanding balance of the Fund or seven thousand five hundred dollars, whichever is greater;

ABB Process Automation Inc.

3. The second sentence of Paragraph 3 of Section 5 of the Trust is hereby amended to add the language omitted by typographical error;
4. Schedules A and C have been provided;
5. The Specimen Certificate of Events and Specimen Certificate of Resolution have been provided;
6. A Certificate of Responsibility of the signatory officer of the Licensee has been provided; and

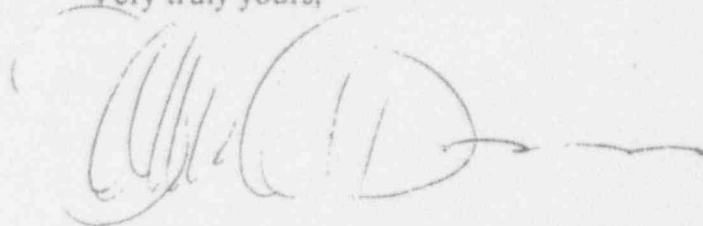
The original of the duly sworn Affidavit of Steve von Clausburg, Trust Officer of Bank One Ohio Trust Company, N.A., Trustee, which executed the Trust was provided to Ms. Cassandra F. Frazier, Materials Licensing Section, USNRC, Region III by letter dated 16 December, 1991. That Affidavit is self-authenticating and is sufficient to prove the Trust.

The above referenced documents will follow this Facsimile Transmission by ordinary US mail. As with the Trust itself, you will receive an accompanying original of a duly sworn Affidavit of Bank One Ohio Trust Company, N.A., Trustee, documenting the Amendment.

We are given to understand by a telephone conference with Mr. Michael McCann that, because the foregoing response has been timely made, a Notice of Violation is not proper and will not be issued.

Thank you for your consideration and assistance with this matter, and with kindest regards I remain,

Very truly yours,



JAD/msw

Enclosures

cc: Jack Dukes
Don Stephens
45579/radiopol
Docket 15 Jun 92
Chronological

Amendment of Standby Trust Agreement

This Amendment of Standby Trust Agreement is entered into as of 11 June, 1992, by and between ABB Process Automation Inc., 650 Ackerman Road, Post Office Box 02650, Columbus, Ohio 43202, an Ohio corporation, herein referred to as the "Grantor", and Bank One Ohio Trust Company, N.A., 9th Floor, 100 East Broad Street, Columbus, Ohio 43271, the "Trustee".

The parties hereto have, effective 10 December, 1991, entered into a Standby Trust Agreement (the "Trust"). By this Amendment of Standby Trust Agreement ("Amendment") the parties amend the Trust in the following particulars:

Parties

The introductory section of the Trust is hereby amended to read as follows:

This "Agreement", entered into as of 10 December, 1991, by and between ABB Process Automation Inc., 650 Ackerman Road, Post Office Box 02650, Columbus, Ohio 43202, an Ohio corporation, herein referred to as the "Grantor", and Bank One Ohio Trust Company, N.A., 9th Floor, 100 East Broad Street, Columbus, Ohio 43271, the "Trustee".

5. Payment for Required Activities Specified in the Plan

Paragraph 2 of Section 5 of the Trust is hereby amended to read as follows:

No withdrawal from the fund can exceed ~~one-hundred~~ ten percent of the outstanding balance of the Fund or ~~seventy-five-seven~~ thousand five hundred dollars, whichever is greater, unless NRC approval is attached.

The second sentence of Paragraph 3 of Section 5 of the Trust is hereby amended to read as follows:

The Trustee shall reimburse the Grantor or other persons as specified by the NRC, or State agency, from the Fund for expenditures for required activities in such amounts as the NRC, or State agencies shall direct in writing.

Ratification

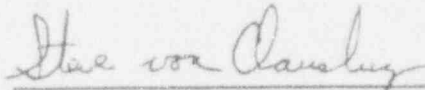
In all other respects the Trust is hereby approved, ratified and confirmed.

Execution

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

Trustee

Bank One Ohio Trust Company, N.A.



By Steve von Clausburg
Trust Officer

Grantor

ABB Process Automation Inc.



By John R. Dukes
Manager, Nucleonics &
Radiological Operations
Engineering

Acknowledgement

STATE OF OHIO
COUNTY OF FRANKLIN } SS:

On this 12 day of June, 1992, before me, a Notary Public in and for the State aforesaid, personally came Steve von Clausburg, who, being duly sworn, did depose and say that he is the Trust Officer of Bank One Ohio Trust Company, N.A., national banking association, Trustee, which executed the above instrument; that he knows the seal of said association; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the association, and that he signed his name thereto by like order.

Kristine H. Krenik

Notary Public
My Commission Expires: KRISTINE H. KRENIK
Notary Public, State of Ohio
My Commission Expires 1-31-95



AFFIDAVIT

STATE OF OHIO
COUNTY OF FRANKLIN } SS:

I, Steve von Clausburg, being duly cautioned and sworn, depose and state that:


1. The document attached hereto is a true and correct copy of the Amendment of Standby Trust Agreement originally signed by the parties thereto.

FURTHER AFFIANT SAYETH NAUGHT:

Steve von Clausburg
By: Steve von Clausburg
Title: Trust Officer
Date: 12 June, 1992

Acknowledgement

Sworn to before me and subscribed in my presence by the said Steve von Clausburg on 12 June, 1992.

Kristine H. Krenik
Notary Public  KRISTINE H. KRENIK
Notary Public, State of Ohio
My Commission Expires 1-31-95

Schedule A

Facility list for which financial assurance
is demonstrated by this Agreement

NRC Identification Number	Name, Address	Current Closure and/or Post-Closure Cost Estimate
34-00255-03	ABB Process Automation Inc. 650 Ackerman Road Post Office Box 02650 Columbus, Ohio 43202	\$75,000.00

Schedule C

Fees to be Paid to Trustee

In accordance with the attached Compensation Agreement, the Trustee will be paid the following fees:

Annual Fee, First Year	\$300
Annual Fee, Second and Succeeding Years	70
Processing Charge for Payments in accordance with Section 5	\$75

COMPENSATION AGREEMENT

For its services as Trustee or Successor Trustee of the Standby Trust entered into on December 11, 1991 between ABB Process Automation, Inc. and BANK ONE OHIO TRUST COMPANY, NA, as Trustee, said Trustee is entitled to receive annual compensation as set forth below:

- First Year: \$300.00
- Second and Succeeding Years: \$150.00
- There will be a processing charge of \$75.00 in the event that the Trustee is required to make payments pursuant to Section 5.

The Trustee reserves the right to modify this Compensation Agreement from time to time.



Grantor John (Jack) R. Dukes
Manager of Nucleonics and
Radiological Operations

Specimen Certificate of Events

date»

Trust Department
Bank One Ohio Trust Company, N.A.
9th Floor
100 East Broad Street
Columbus, Ohio 43271

Re: Certificate of Events

Gentlemen:

In accordance with the terms of the Agreement with you dated 10 December, 1991, I, _____, Secretary of ABB Process Automation Inc., hereby certify that the following events have occurred:

1. ABB Process Automation Inc. is required to commence the decommissioning of its facility located at 650 Ackerman Road, Post Office Box 02650, Columbus, Ohio 43202 (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 Board of Directors of ABB Process Automation Inc. has adopted the attached resolution authorizing the commencement of the Decommissioning.

Very truly yours,

Specimen Certificate of Resolution

I, _____, do hereby certify that I am Secretary of ABB Process Automation Inc., an Ohio corporation, and that the resolution listed below was duly adopted at a meeting or by action without meeting by unanimous written consent of this Corporation's Board of Directors on _____, 19 ____.

RESOLVED, that this Board of Directors hereby authorizes the President, or such other employce of the Company as he may designate, to commence decommissioning activities at the ABB Process Automation Inc. facility located at 650 Ackerman Road, Columbus, Ohio 43202, in accordance with the terms and conditions described to this Board of Directors and with such other terms and conditions as the President shall approve with and upon the advice of Counsel.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of this Corporation this ____ day of _____, 19 __.

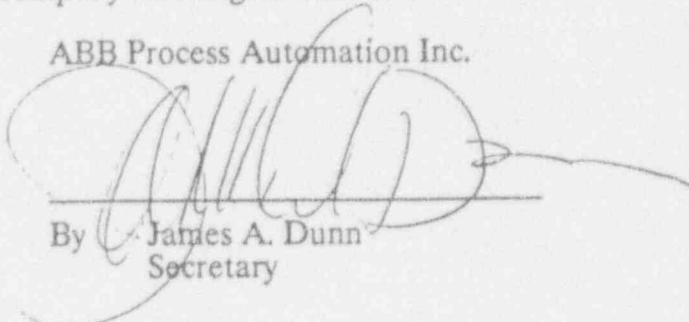
ABB Process Automation Inc.

By: _____
Secretary

Certificate of Responsibility

I, James A. Dunn, do hereby certify that I am Secretary of ABB Process Automation Inc., an Ohio corporation, that I have reviewed the relevant business records of said corporation with respect to the subject matter of this instrument, and, based upon such review, that Mr. John R. Dukes, who is the signatory officer of said corporation with respect to the Standby Trust Agreement, effective 10 December, 1991, (the "Trust") by and between ABB Process Automation Inc., an Ohio corporation and holder of United States Nuclear Regulatory Commission License Number 34-00255-03, and Bank One Ohio Trust Company N.A., and with respect to the Amendment of Standby Trust Agreement (the "Amendment"), is the Manager of Nucleonics & Radiological Operations Engineering and that in such capacity manages and controls, and has full responsibility for actions on all company radiological matters.

ABB Process Automation Inc.



By James A. Dunn
Secretary



June 2, 1992

U.S. Nuclear Regulatory Commission
Region III
Attn: John D. Jones
Materials Licensing Section
799 Roosevelt Road
Glen Ellyn, Illinois 60137

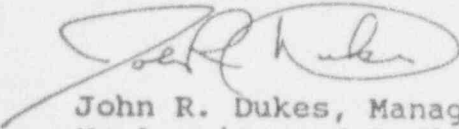
Control Number 00109

Dear Mr. Jones:

Your letter of May 27, 1992 concerning our Letter of Credit and Standby Trust Agreement submitted September 26, 1991 was received June 1, 1992.

This has been delivered to our corporate attorney for the additional information and changes you are now requesting. He will be working with our financial institution to affect the changes and will submit the updated documentation to you when it is completed.

Sincerely,



John R. Dukes, Manager
Nucleonics and Radiological Operations

encl: duplicate copy

cc: J. Dunn
ROC File

[NRC6292B]JRD

ABB Process Automation Inc.

Rec'd 6-1-92
GRD



UNITED STATES
NUCLEAR REGULATORY COMMISSION
REGION III
799 ROOSEVELT ROAD
GLEN ELLYN, ILLINOIS 60137

MAY 27 1992

ABB Process Automation Inc.
ATTN: John R. Dukes
650 Ackerman Road
Columbus, OH 43202

Dear Mr. Dukes:

We have reviewed your Letter of Credit and Standby Trust Agreement submitted September 26, 1991, and find that we require additional information and/or corrections as follows:

- (1) Identify the Trustee's Full Address (Regulatory Guide 3.66, Page 4-18)

The standby trust agreement does not specify the address of the trustee, as recommended in Regulatory Guide 3.66, page 4-18. As a result, NRC may not be able to communicate readily with the trustee (e.g., authorize payment for required decommissioning activities). Modify the standby trust agreement to identify the address of the trustee.

- (2) Modify Section 5, Paragraph 2 of the Standby Trust Agreement so that the Licensee Cannot Withdraw More Than 10 Percent of the Outstanding Balance of the Trust Without NRC Approval

As submitted, the standby trust agreement allows withdrawal from the trust fund of up to 100 percent of the outstanding balance or \$75,000, whichever is greater, without NRC approval. This withdrawal limit exceeds the 10 percent level specified in NRC guidance by \$67,500. Section 5 of the submitted standby trust agreement should be modified to comply with the lower level recommended by NRC.

- (3) Revise Section 5 of the Standby Trust Agreement to Include Missing Language Specifying Reimbursements from the Fund (Regulatory Guide 3.66, Page 4-19)

The reimbursement provision in section 5 of the standby trust agreement appears to contain a typographical error. In general, the section uses the wording recommended in Regulatory Guide 3.66, page 4-19, but the document omitted the following underlined clause: "The Trustee shall reimburse the Grantor or other persons as specified by the NRC, or State agency, from the Fund for expenditures for required activities in such amounts as the NRC, or State agencies shall direct in writing. . ." The underlined phrase is intended to limit reimbursements to costs of required decommissioning activities, as directed in writing by NRC or a State agency. Revise section 5 of the standby trust agreement to include the recommended phrase.

- (4) Submit Schedules A and C of the Standby Trust Agreement Regulatory Guide 3.66, Page 4-26)

MAY 27 1992

The standby trust agreement does not include Schedules A and C. Section 2 of the standby trust agreement does not reference Schedule A, as recommended in Regulatory Guide 3.66, page 4-18, and the agreement does not include a Schedule A listing the most recent certification amount, the facility address, the NRC license number, and the licensee's name and address. Schedule A assists the trustee in determining if funds should be distributed for a specific facility. Schedule C, which is not included in the submission or referenced in section 12 of the agreement as recommended in Regulatory Guide 3.66, should state the trustee's compensation for serving as trustee. Submit these schedules, as recommended in Regulatory Guide 3.66, page 4-26.

- (5) Submit a Specimen Certificate of Events and a Specimen Certificate of Resolution with the Standby Trust Agreement (Regulatory Guide 3.66, Pages 4-24 and 4-25)

The submission does not include a specimen certificate of events or a specimen certificate of resolution with the standby trust agreement. Section 5 of the standby trust agreement refers to a specimen certificate of events that is to be attached to the trust agreement. The recommended wording for the specimen certificate of events (see Regulatory Guide 3.66, page 4-24) refers to an attached certificate of resolution. Without the specimen certificates, NRC cannot ensure that the trustee will release decommissioning funds only upon receiving appropriate instructions. In addition, without a specimen certificate of resolution to reference, the trustee may not be able to determine the validity of future resolutions authorizing commencement of decommissioning activities and payments from the trust. Submit the specimen certificates (which should contain blank spaces for dates and signatures until decommissioning activities have commenced) worded similarly to the specimen certificates on page 4-24 and page 4-25 of Regulatory Guide 3.66.

- (6) Submit Evidence Indicating that the Party Signing the Standby Trust Agreement for the Licensee is Authorized to Represent the Company (Regulatory Guide 3.66, Page 3-14)

The submission does not include evidence indicating that the party signing the mechanism for the licensee is authorized to represent the licensee in the standby trust agreement, as recommended in Regulatory Guide 3.66, page 3-14. Evidence of authority to represent the licensee is necessary to ensure the validity and enforceability of the mechanism. Submit a copy of your corporate by-laws or other evidence indicating that the party signing the standby trust agreement is authorized to do so.

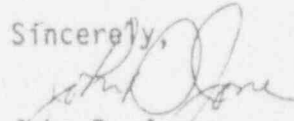
Finally, documents submitted must be originally signed duplicates, as recommended in Regulatory Guide 3.66. Unless the documents have been properly signed, NRC cannot be certain that the financial assurance mechanisms are enforceable.

MAY 27 1992

We will continue our review of your application upon receipt of this information. Please reply in duplicate, within 15 days, and refer to Control Number 00109.

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

Sincerely,



John D. Jones.
Materials Licensing Section

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

MAY 13 1992

FROM: Louis M. Bykoski
Decommissioning and Regulatory
Issues Branch
Division of Low-Level Waste Management
and Decommissioning, NMSS

SUBJECT: THE OFFICE OF GENERAL COUNSEL AND CONTRACTOR COMMENTS
ON NONSTANDARD FINANCIAL ASSURANCE SUBMITTALS

Our contractor, ICF Incorporated, and OGC have reviewed and provided comments on three Region III nonstandard financial assurance submittals sent to us for review. The following licensees are included in the mailing:

1. ABB Process Automation (letter of credit);
2. Harper Hospital (escrow agreement); and
3. Washington University DFP - trust agreement).

The ICF comments are presented in two parts. The first part deals with specific recommendations to current deficiencies. The second part (Other Issues provides a discussion of changes to the standard wording that are acceptable and are not considered to be deficiencies. The OGC comments include additional deficiencies that need to be corrected by the licensee and comments for our internal use.

You should carefully review the comments before preparing the deficiency letter. We have enclosed more specific information to help you sort and consolidate the ICF and OGC comments.

Should you have any further questions with regard to the comments, please call me on FTS 8-301-504-2572 or David Futoma of OGC on FTS 8-301-504-1621.

^(S)
Louis M. Bykoski
Decommissioning and Regulatory
Issues Branch
Division of Low-Level Waste Management
and Decommissioning, NMSS

Enclosures: As stated

Distribution:	Central File#	NMSS r/f	LLDR r/f	LLWM r/f
PLohaus	JSurmeier	BBrach	RBangart	LBykoski
JAustin	MWeber	TCJohnson		

PDR YES NO Category: Proprietary or CF Only
ACNW YES NO

OFC :LLDR	:LLDR	:LLDR :
NAME: LBykoski/cv	:TCJohnson	:JAustin :
DATE: 5/13/92	: 5/13/92	: 5/13/92 :

MAY 13 1982

LIST OF INSTRUCTIONS

ABB PROCESS AUTOMATION

In reviewing the comments the reviewer will note that there will be some overlap between ICF and OGC comments. The following comments should be included in the basis for the deficiency letter:

1. ICF comments 1 through 6 plus last paragraph.

2. All OGC comments.

All other comments and discussions are for reviewer information.

CONTROL NO. 00109

MEMO TO: Louis M. Bykoski, NMSS
FROM: OGC
RE: REVIEW OF NONSTANDARD SUBMITTALS

ABB Process Automation: No legal objection to ICF recommendations (1)-(6), and comments under the heading "Other Issues." However, in item (c) of "Other Issues" we recommend, as noted on page 4-33 of Regulatory Guide 3.66, that the letter of credit be addressed to NRC Headquarters in Washington, D.C., rather than to NRC Region III in Glen Ellyn, Illinois.

Finally, as noted in the ICF submittals, the Region should ensure that the documents submitted by the licensee are originally signed duplicates, to ensure the NRC that the financial assurance mechanisms are enforceable.



ICF INCORPORATED

April 10, 1992

To: Dr. Lou Bykoski, NMSS/NRC

From: Vijetha Dasappa, David Mitamura, and John Collier, ICF
Incorporated

Subject: Review of Letter of Credit and Standby Trust Agreement Submitted
by ABB Process Automation

ABB Process Automation Inc. in Columbus, Ohio, submitted a certification of financial assurance, letter of credit, and standby trust agreement to assure decommissioning costs of \$75,000 for license 34-00255-03 issued under 10 CFR Part 30.¹ In addition, the licensee submitted evidence that Skandinaviska Enskilda Banken is authorized to issue letters of credit in the United States. ICF confirmed this authority with the New York Department of Banking. Upon review of the submission, ICF recommends that NRC Region III require the licensee to modify the submission in the following ways:

- (1) Identify the trustee's full address (*Regulatory Guide 3.66*, page 4-18);
- (2) Modify section 5, paragraph 2 of the standby trust agreement so that the licensee cannot withdraw more than 10 percent of the outstanding balance of the trust without NRC approval (NMSS letter addressing withdrawal limits, August 7, 1990);
- (3) Revise section 5 of the standby trust agreement to include missing language specifying reimbursements from the fund (*Regulatory Guide 3.66*, page 4-19);
- (4) Submit schedules A and C of the standby trust agreement (*Regulatory Guide 3.66*, page 4-26);
- (5) Submit a specimen certificate of events and a specimen certificate of resolution with the standby trust agreement (*Regulatory Guide 3.66*, pages 4-24 and 4-25); and
- (6) Submit evidence indicating that the party signing the standby trust agreement for the licensee is authorized to represent the company (*Regulatory Guide 3.66*, page 3-14).

These recommendations and other issues are discussed below.

¹ ICF reviewed the licensee's original submission and reported several recommendations to NRC in a memorandum dated November 6, 1990.

- (1) Identify the Trustee's Full Address (*Regulatory Guide 3.66, Page 4-18*)

The standby trust agreement does not specify the address of the trustee, as recommended in *Regulatory Guide 3.66, page 4-18*. As a result, NRC may not be able to communicate readily with the trustee (e.g., authorize payment for required decommissioning activities). ICF recommends that NRC require the licensee to modify the standby trust agreement to identify the address of the trustee.

- (2) Modify Section 5, Paragraph 2 of the Standby Trust Agreement so that the Licensee Cannot Withdraw More Than 10 Percent of the Outstanding Balance of the Trust Without NRC Approval (NMSS Letter Addressing Withdrawal Limits, August 7, 1990)

As submitted, the standby trust agreement allows withdrawal from the trust fund of up to 100 percent of the outstanding balance or \$75,000, whichever is greater, without NRC approval. This withdrawal limit exceeds the 10 percent level specified in NRC guidance by \$67,500.² ICF recommends that section 5 of the submitted standby trust agreement be modified to comply with the lower level recommended by NRC. This change will allow NRC to more closely monitor the licensee's decommissioning.

- (3) Revise Section 5 of the Standby Trust Agreement to Include Missing Language Specifying Reimbursements from the Fund (*Regulatory Guide 3.66, Page 4-19*)

The reimbursement provision in section 5 of the standby trust agreement appears to contain a typographical error. In general, the section uses the wording recommended in *Regulatory Guide 3.66, page 4-19*, but the licensee omitted the following underlined clause: "The Trustee shall reimburse the Grantor or other persons as specified by the NRC, or State agency, from the Fund for expenditures for required activities in such amounts as the NRC, or State agency, shall direct in writing. . ." The underlined phrase is intended to limit reimbursements to costs of required decommissioning activities, as directed in writing by NRC or a State agency. ICF recommends that NRC require the licensee to revise section 5 of the standby trust agreement to include the recommended phrase.

² "Response to Question Related to the Trust Fund Mechanism," from Timothy Johnson, NMSS/NRC to Karen Davis, St. Louis University, August 7, 1990. Although this guidance applies to a stand-alone trust fund, we assume NRC would give the same response to the same question regarding a standby trust fund.

- (4) Submit Schedules A and C of the Standby Trust Agreement (*Regulatory Guide 3.66*, Page 4-26)

The standby trust agreement does not include Schedules A and C.³ Section 2 of the standby trust agreement does not reference Schedule A, as recommended in *Regulatory Guide 3.66*, page 4-18, and the agreement does not include a Schedule A listing the most recent certification amount, the facility address, the NRC license number, and the licensee's name and address. Schedule A assists the trustee in determining if funds should be distributed for a specific facility. Schedule C, which is not included in the submission or referenced in section 12 of the agreement as recommended in *Regulatory Guide 3.66*, should state the trustee's compensation for serving as trustee. ICF recommends that NRC require the licensee to submit these schedules, as recommended in *Regulatory Guide 3.66*, page 4-26.

- (5) Submit a Specimen Certificate of Events and a Specimen Certificate of Resolution with the Standby Trust Agreement (*Regulatory Guide 3.66*, Pages 4-24 and 4-25)

The submission does not include a specimen certificate of events or a specimen certificate of resolution with the standby trust agreement. Section 5 of the standby trust agreement refers to a specimen certificate of events that is to be attached to the trust agreement. The recommended wording for the specimen certificate of events (see *Regulatory Guide 3.66*, page 4-24) refers to an attached certificate of resolution. Without the specimen certificates, NRC cannot ensure that the trustee will release decommissioning funds only upon receiving appropriate instructions. In addition, without a specimen certificate of resolution to reference, the trustee may not be able to determine the validity of future resolutions authorizing commencement of decommissioning activities and payments from the trust. NRC should require the specimen certificates (which should contain blank spaces for dates and signatures until decommissioning activities have commenced) worded similarly to the specimen certificates on page 4-24 and page 4-25 of *Regulatory Guide 3.66*.

- (6) Submit Evidence Indicating that the Party Signing the Standby Trust Agreement for the Licensee is Authorized to Represent the Company (*Regulatory Guide 3.66*, Page 3-14)

The submission does not include evidence indicating that the party signing the mechanism for the licensee is authorized to represent the licensee in the standby trust agreement, as recommended in *Regulatory Guide 3.06*, page 3-14. Evidence of authority to represent the licensee is necessary to ensure the validity and enforceability of the mechanism. ICF recommends that NRC require the licensee to submit a copy of the corporate by-laws or other

³ Although the standby trust agreement also does not include Schedule B, the information that should be contained in Schedule B is included in section 4 of the standby trust agreement. (See Other Issue (d))

evidence indicating that the party signing the standby trust agreement is authorized to do so.

Other Issues

Apart from editorial and non-substantive changes to the standard wording provided in *Regulatory Guide 3.66*, the following modifications are noteworthy:

- (a) Paragraph 3 on page 2 of the letter of credit specifies the wording of the draft needed to withdraw funds under the letter of credit; however, the paragraph omits the maximum aggregate withdrawal limit of \$75,000. This omission, however, does not detract from the effectiveness or enforceability of the mechanism, and NRC may use the current statement to withdraw funds, if needed.
- (b) The letter of credit does not identify the titles of the officers who signed the letter of credit for the issuer. Although titles may help identify the parties who signed the mechanism, their omission does not affect the effectiveness or enforceability of the letter of credit.
- (c) The letter of credit is addressed to the NRC Region III office in Glen Ellyn, Illinois. *Regulatory Guide 3.66*, page 4-33, recommends that the letter of credit be addressed to NRC Headquarters in Washington, D.C. This difference does not affect the validity or enforceability of the mechanism. It will, however, require the Region, rather than Headquarters, to draw on the mechanism, if needed.
- (d) The licensee's standby trust fund does not include a Schedule B or a reference to Schedule B in Section 4 of the agreement, as recommended by *Regulatory Guide 3.66*, page 4-19. The recommended wording for Section 4 includes a description of Schedule B:

"Payment made to the Trustee for the Fund shall consist of cash, securities, or other liquid assets acceptable to the Trustee. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto."

Section 4 of the submitted standby trust agreement, however, states:

"Payments made to the Trustee for the Fund shall consist of cash, securities, or other liquid assets acceptable to the Trustee. The Fund is established initially as consisting of five dollars in

United States currency, which is acceptable to the Trustee."

Thus, Schedule B is not important in this case because section 4 of the agreement contains the required information, and because the agreement does not reference the "missing" schedule.

Finally, the Region should ensure that documents submitted by the licensee are originally signed duplicates, as recommended in *Regulatory Guide* 3.66. Unless the documents have been properly signed, NRC cannot be certain that the financial assurance mechanisms are enforceable. Because ICF does not possess the original submissions, we cannot verify compliance with these requirements.

attachments

APPENDIX A
CHECKLIST FOR DECOMMISSIONING FINANCIAL ASSURANCE

NAME OF LICENSEE OR APPLICANT ABB PROCESS AUTOMATION INC.
MAILING ADDRESS 650 ACKERMAN ROAD
COLUMBUS, OHIO 43202

A. Licensee Part (check one of the following):

- Part 30 Licensee or Applicant _____ Part 70 Licensee or Applicant
_____ Part 40 Licensee or Applicant _____ Part 72 Licensee or Applicant

B. Check appropriate item in each category (if applicable)

1. _____ Date of Financial Assurance Submission
2. _____ Public Entity
_____ Private Entity
3. Certification of Financial Assurance (\$ 75,000)
_____ Decommissioning Funding Plan
4. (a) _____ Prepayment Option (See Appendix B)
_____ Trust Fund
_____ Escrow Account
_____ Certificate of Deposit
_____ Government Fund
_____ Deposit of Government Securities
(b) Surety/Insurance/Other Guarantee (See Appendix C)
_____ Surety bond
 Letter of Credit
_____ Line of Credit
_____ Parent Company Guarantee/Financial Test*
(c) External Sinking Fund, Sinking Account and Surety/
Insurance (See Appendix D)
_____ Trust Fund
_____ Escrow Account
_____ Certificate of Deposit
_____ Government Fund
_____ Deposit of Government Securities
 Surety Bond
 Letter of Credit
_____ Line of Credit
(d) _____ Statement of Intent (public entities only)

*May not be used in combination with any other instrument.

APPENDIX C

CHECKLIST FOR SUBMISSION OF SURETY/INSURANCE/PARENT COMPANY GUARANTEE

A. Check Appropriate Form of Surety/Insurance/Guarantee

- Surety Bond
- Letter of Credit
- Line of Credit
- Parent Company Guarantee/Financial Test*
- Insurance

B. Check Documents Submitted for Surety/Insurance/Guarantee

1. Surety Bond
 - Surety Bond
 - Standby Trust Agreement
 - Acknowledgement
2. Letter of Credit
 - Letter of Credit
 - Standby Trust Agreement
 - Acknowledgement
3. Line of Credit
 - Verification
 - Standby Trust Agreement
 - Acknowledgement
4. Parent Company Guarantee
 - Letter from Chief Executive Officer of Applicant or Licensee
 - Letter from Chief Financial Officer of Parent Company
 - Financial Test: Alternative [I or II]
 - Auditor's Special Report and Attached Schedule
 - Corporate Guarantee
 - Standby Trust Agreement
 - Acknowledgement
5. Insurance
 - Certificate of Insurance
 - Standby Trust Agreement
 - Acknowledgement

May not be used in combination with any other instrument.

EXHIBIT 3-5

CHECKLIST OF CRITERIA FOR REVIEW OF TRUST AGREEMENTS^a

- Copy of corporate by-laws or other evidence indicating that parties signing the financial instrument (for the applicant) are authorized to represent the organization in the transaction.

*To be verified
by Region*
✓

Evidence that the financial instrument is an originally signed duplicate (e.g., an executed copy of the instrument).

Evidence that the financial institution has authority to act as a trustee. *Bank One Ohio*

- ✓ Purpose of trust ("whereas" clauses).

1. Description

- ✓ Grantor or grantors (introductory paragraph).

1. Names
2. Addresses

- Trustee or trustees.

- 1. Names and addresses *Address of trustee is missing*
- ✓ 2. Bank or corporate trustee (introductory paragraph)

- Identification of facilities and cost estimates (Section 2).^b *See Schedule "A" is missing*

^aAdapted from 17A Am Jur Legal Forms 21 (Rev) §251.94.

^bReferences are to recommended wording for trust agreements provided in Section 4.

EXHIBIT 3-5 (continued)

- ✓ • Words of transfer, conveyance, and delivery in trust (Section 3).
- Payments constituting the trust fund (Section 4). *Schedule "B" is missing*
- ✓ • Duration of trust.
- Description of trust property.
 1. Property described in attached schedule (Schedule B) *Schedule "B" is missing*
 2. Cash
 3. Stock and other securities
- Additions to trust.
- ✓ • Distribution of trust principal (Section 5).
 - ✓ 1. Disbursement to licensee upon proper certification
 - ✓ 2. Payment for activities at NRC's direction in writing
 - ✓ 3. Refund to grantor at NRC's specification in writing after completion of decommissioning activities
- ✓ • Trust management (Sections 6-8).
 - ✓ 1. Discretionary powers
 - ✓ 2. Fiduciary duty
 - ✓ 3. Commingling and investment
 - ✓ 4. Sale or exchange of trust property
 - ✓ 5. Scope of investments
 - ✓ 6. Express powers of trustee
 - ✓ 7. Borrowing money and encumbering trust assets
- ✓ • (Optional provisions)

EXHIBIT 3-5 (continued)

- ✓ Words of transfer, conveyance, and delivery in trust (Section 3).
- Payments constituting the trust fund (Section 4). *Schedule "B" is missing*
- ✓ Duration of trust.
 - Description of trust property.
 1. Property described in attached schedule (Schedule B) *Schedule "B" is missing*
 2. Cash
 3. Stock and other securities
 - Additions to trust.
- ✓ Distribution of trust principal (Section 5).
 - ✓ 1. Disbursement to licensee upon proper certification
 - ✓ 2. Payment for activities at NRC's direction in writing
 - ✓ 3. Refund to grantor at NRC's specification in writing after completion of decommissioning activities
- ✓ Trust management (Sections 6-8).
 - ✓ 1. Discretionary powers
 - ✓ 2. Fiduciary duty
 - ✓ 3. Commingling and investment
 - ✓ 4. Sale or exchange of trust property
 - ✓ 5. Scope of investments
 - ✓ 6. Express powers of trustee
 - ✓ 7. Borrowing money and encumbering trust assets
- ✓ (Optional provisions)

EXHIBIT 3-5 (continued)

- 8. Insurance
- 9. Operation of business
- 10. Compromise of claims

✓ Taxes and expenses (Section 9).

✓ Annual valuation (Section 10).

✓ Advice of counsel (Section 11).

✓ Authority, compensation, and tenure of trustees (Sections 12-14).

1. Trustee compensation

Schedule "c" is missing

2. Successor trustee

3. Instructions to trustee

✓ Amendment of agreement (Section 15).

✓ Irrevocability and termination (Section 16).

✓ Immunity and indemnification (Section 17).

✓ Law to govern construction and operation of trust (Section 18).

✓ Interpretation and severability (Section 19).

✓ Date (signature block).

✓ Signatures (signature block).

✓ Acknowledgements, seals or attestations, if necessary or desired (witness by notary public).

✓ Acceptance of trust by trustee or trustees (acknowledgment).

None Specimen Certificates



UNITED STATES
NUCLEAR REGULATORY COMMISSION
REGION III
799 ROOSEVELT ROAD
GLEN ELLYN, ILLINOIS 60137

See 2/6

JAN 9 0 10

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 Process Automation Business, Inc. License No. 34-00255-03. They have submitted a response to our deficiency letter dated September 26, 1991 (enclosed) which requires contractor review.

We appreciate your efforts in resolving these issues. If you have any questions please contact Cassandra Frazier of my staff at FTS 388-5704.

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

- Enclosures: 1. Region III Sept. 26, 1991 letter
2. Licensee financial assurance submittals

STANDBY TRUST AGREEMENT

Parties

This "Agreement", entered into as of 10 December, 1991, by and between ABB Process Automation Inc., an Ohio corporation, herein referred to as the "Grantor", and Bank One Ohio Trust Company, N.A., the "Trustee".

Recitals

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

Whereas, the Grantor has elected to use a "Letter of Credit" to provide all of such financial assurance for the facilities identified herein;

Whereas, when payment is made under a "Letter of Credit", this standby trust shall be used for the receipt of such payment; and

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

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

1. Definitions.

As used in this Agreement:

- (a) The term "Grantor" means the NRC licensee who enters into this Agreement and any successors or assigns of the Grantor.
- (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

2. Costs of Decommissioning

This Agreement pertains to the costs of decommissioning the materials and activities identified in License Number 34-00255-03 issued pursuant to 10 CFR Part 30.

3. *Establishment of Fund*

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

4. *Payments Constituting the Fund*

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

Schedule
B

ok?

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

The Trustee shall make payments from the Fund to the Grantor upon presentation to the Trustee of the following:

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

α?

No withdrawal from the fund can exceed one hundred percent of the outstanding balance of the Fund or seventy five thousand dollars, whichever is greater, unless NRC approval is attached.

In the event of the Grantor's default or inability to direct decommissioning activities, the trustee shall make payments from the Fund as the NRC shall direct, in writing, to provide for the payment of the costs of required activities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the NRC, or State agency, shall direct in writing. In addition, the

Trustee shall refund to the Grantor such amounts as the NRC specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

6. *Trust Management*

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

- (a) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, (15 U.S.C. 80a-2.(a)), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;
- (b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal government, and in obligations of the Federal Government such as GNMA, FNMA, and FHLM bonds and certificates or State and Municipal bonds rated BBB or higher by Standard and Poors or BAA or higher by Moody's Investment Services; and
- (c) For a reasonable time, not to exceed 60 days, the Trustee is authorized to hold uninvested cash, awaiting investment or distribution without liability for the payment of interest thereon.

7. *Commingling and Investment*

The Trustee is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and,
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, (15 U.S.C. 80a-1 et seq.), including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

8. *Express Powers of Trustee*

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

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale, as necessary to allow duly authorized withdrawals at the joint request of the Grantor and the NRC or to reinvest in securities at the direction of the Grantor;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, to reinvest interest payments and funds from matured and redeemed instruments, to file proper forms concerning securities held in the Fund in a timely fashion with appropriate government agencies, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;
- (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal government; and,
- (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

9. *Taxes and Expenses*

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

10. *Annual Valuation*

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

11. *Advice of Counsel*

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

12. *Trustee Compensation*

The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing with the Grantor.

13. *Successor Trustee*

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

14. *Instructions to the Trustee*

All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are signatories to this Agreement or such other designees as the Grantor may designate in writing. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. If the NRC or State agency issues orders, requests, or instructions to the Trustee these shall be in writing, signed by the NRC, or State agency, or their designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instruction. The Trustee 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 Grantor or the NRC, or State agency, hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or the NRC, or State agency, except as provided for herein.

15. *Amendment of Agreement*

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

16. *Irrevocability and Termination*

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

17. *Immunity and Indemnification*

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

18. *Choice of Law*

This Agreement shall be administered, construed, and enforced according to the laws of the State of Ohio.

19. *Interpretation and Severability*

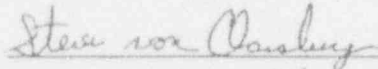
As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement. If any part of this Agreement is invalid, it shall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

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

Dated as of 10 December, 1991

Trustee

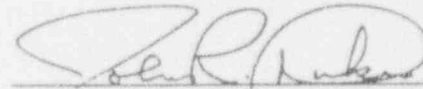
Bank One Ohio Trust Company, N.A.



By Steve van Clausburg
Title Trust officer

Grantor

ABB Process Automation Inc.



By John (Jack) R. Dukes
Title Manager of Nucleonics and
Radiological Operations

Acknowledgement

STATE OF OHIO
COUNTY OF FRANKLIN } SS:

On this 10th day of December, 1991, before me, a Notary Public in and for the State aforesaid, personally came Steve von Clausburg, who, being duly sworn, did depose and say that he is the Trust Officer of Bank One Ohio Trust Company, N.A., national banking association, Trustee, which executed the above instrument; that he knows the seal of said association; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the association, and that he signed his name thereto by like order.



KRISTINE H. KRENIK
Notary Public, State of Ohio
My Commission Expires 1-31-95

Kristine H. Krenik
Notary Public
My Commission Expires:

AFFIDAVIT

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

I, Steve von Clausburg, being duly cautioned and sworn, depose and state that:

1. The document attached hereto is a true and correct copy of the Standby Trust Agreement originally signed by the parties thereto.

FURTHER AFFIANT SAYETH NAUGHT:

Steve von Clausburg
By: Steve von Clausburg
Title: Trust Officer
Date: 10th December, 1991

Acknowledgement

Sworn to before me and subscribed in my presence by the said Steve von Clausburg on 10th December, 1991.



KRISTINE H. KRENIK
Notary Public, State of Ohio
My Commission Expires 1-31-95

Kristine H. Krenik
Notary Public

DEC 17 1991



James Alistair Dunn
General Counsel

16 December, 1991

Ms. Cassandra F. Frazier
Materials Licensing Section
United States Nuclear Regulatory
Commission, Region III
799 Roosevelt Road
Glen Ellyn, Illinois 60139

Re: Financial Assurance
Standby Trust Agreement
ABB Process Automation Inc.
Control Number 00109

Dear Ms. Frazier:

This letter is further to our conversations of 27 November and 11 December, 1991, regarding your letter of 26 September, 1991, to Mr. John R. Dukes.

Please be advised that the Trustee is today sending to you via Federal Express, first, a notarized copy of the Standby Trust Agreement between ABB Process Automation Inc., and Bank One Ohio Trust Company, N.A. and, second, an affidavit attesting that the document is a true copy of the original. This fulfills your requests number 2 of your 26 September letter; satisfaction of requests numbered 1, 3, and 4 was the subject of my earlier letters.

Should you have any questions, please feel free to call at your convenience. With kindest regards I remain,

Very truly yours,

JAD/msw

ABB Process Automation Inc.

Ms. Cassandra F. Frazier
16 December, 1991
Page 2

cc: Steve von Clausburg
Jack Dukes
Don Stephens
45579/radiopol
Docket 19 Dec 91
Chronological



James Alistair Dunn
General Counsel

2 December, 1991

Ms. Cassandra F. Frazier
Materials Licensing Section
United States Nuclear Regulatory
Commission, Region III
799 Roosevelt Road
Glen Ellen, Illinois 60139

Re: Certification of Financial Assurance
ABB Process Automation Inc.
Control Number 00109

Dear Ms. Frazier:

This letter is further to our conversation of 27 November, 1991,
regarding your letter of 26 September, 1991, to Mr. John R. Dukes.

Please find enclosed, first, a notarized copy of the Letter of
Credit attesting to be a true copy of the original and, second, documentation
from Skandinaviska Enskilda Banken Corporation attesting as to its authority
to issue Letters of Credit and as to the regulation of its Letter of Credit op-
erations by both federal and state agencies. This fulfills your requests num-
bered 3 and 4 or your 26 September letter; satisfaction of request number 1
was the subject of my earlier letters.

Should you have any questions, please feel free to call at your
convenience. With kindest regards I remain,

Very truly yours,

JAD/msw

cc: Jack Dukes
Don Stephens
45579/radiopol
Docket 5 Dec 91
Chronological

RECEIVED

DEC 04 1991

REGION III

DEC 4 1991

ABB Process Automation Inc.



Skandinaviska Enskilda Banken Corporation

November 29, 1991

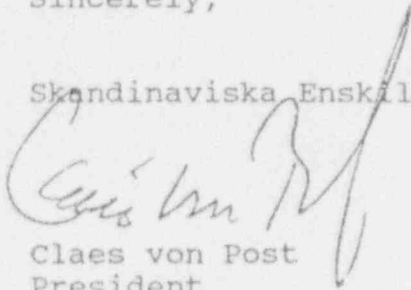
United States Nuclear Regulatory Commission
Region III
799 Roosevelt Road
Glen Ellyn, Illinois

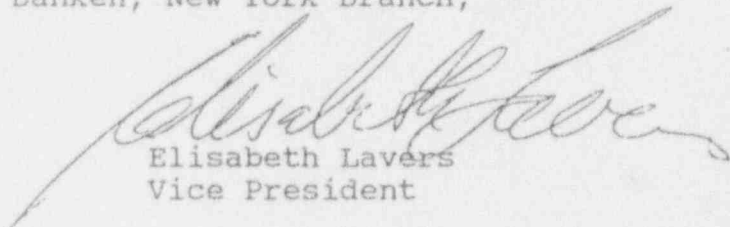
Dear Sirs,

This is to confirm that the Skandinaviska Enskilda Banken, New York Branch, is a branch of the Skandinaviska Enskilda Banken, Stockholm, Sweden, and that it is duly authorized to issue Letters of Credit and that our Letters of Credit operation is regulated and examined by applicable Federal and New York State agencies.

Sincerely,

Skandinaviska Enskilda Banken, New York Branch,


Claes von Post
President


Elisabeth Lavers
Vice President

THE FINANCIAL SUPERVISORY AUTHORITY

Corporate Registration No. 302032-9081
 Business name Skandinaviska Enskilda Banken
 Address S-106 40 STOCKHOLM
 Charter granted 17.12.1971 extended on 15.8.1990
 Registered Office the Board's registered office is situated in Stockholm

The Board comprises the following members

Ahlström, Göran Gunnarsson, 361117-7514, direktör, Malmö kommun,
 Andersson, Nils Rune, 441014-3350, direktör, Trelleborgs kommun,
 Cavalli-Björkman, Hans Gustaf Conrad, 280629-2435, ekon dr, Malmö kommun,
 Daun, John Tore, 291117-4155, direktör, Göteborgs kommun,
 Gustafsson, Sten, 230713-1231, ekon dr, Linköpings kommun,
 Gyllenhammar, Pehr Gustaf, 350428-5218, med dr, Göteborgs kommun,
 Haak, Bengt Bertil Oskar, 251010-0379, direktör, Lidingö kommun,
 Johnson, Antonia Margaret Axelson, 430906-0509, direktör, Stockholms kommun,
 Olsson, Curt Gunnar, 270820-3530, bankdirektör, Stockholms kommun,
 Ramfors, Bo Carl Einar, 360602-3590, bankdirektör, Göteborgs kommun,
 Sahlberg, Karl-Erik, 280330-0496, direktör, Perstorps kommun,
 Sahlén, Mauritz, 350614-6616, direktör, Göteborgs kommun,
 Söderberg, Sven, 280430-0495, generalkonsul, Danderyds kommun,
 Wachtmeister, Knut, 240724-3712, ledamot av riksdagen, greve, Lunds kommun,
 Wachtmeister, Thomas Axel Wilhelm, 311023-1630, direktör, Danderyds kommun,
 Wallenberg, Peter, 260529-0275, ekon dr, Värmdö kommun,
 Westerberg, Karin Margareta, 240310-5204, fil dr, Göteborgs kommun and
 Öberg, Lars Gunnar, 360319-0335, direktör, Stockholms kommun.

with

Barnekow, Rutger Adolf Alfred, 350321-5018, bankdirektör, Stockholms kommun,
 Berggren, Bo Erik Gunnar, 360811-7713, tekn dr, Faluns kommun,
 Bertilsson, Per Olof Bertil, 260708-3579, direktör, Helsingborgs kommun,
 Borelius, Sven Johan, 280227-1235, direktör, Stockholms kommun,
 Bystedt, Petrus Gösta, 290514-7837, direktör, Lidingö kommun,
 Kylberg, Lars Vilhelm, 400306-5713, direktör, Sollentuna kommun,
 Lundberg, Karl Martin, 380404-8530, direktör, Göteborgs kommun,
 Mogren, Håkan Lars, 440917-1271, tekn dr, Stockholms kommun,
 Persson, Carl Stefan Erding, 471004-0090, direktör, Danderyds kommun,
 Skoog, Sven Gunnar Edvin, 351126-4511, direktör, Malmö kommun,
 Troedsson, Ingegerd, 290605-1202, förste vice talman, fru, Enköpings kommun and
 Wikman, Ulf, 280429-0217, direktör, Danderyds kommun.

as deputy members.

Besides the Board, the following persons, any two jointly, are entitled to sign on behalf of the Company, viz.:

The members of the Board

Gyllenhammar, Pehr Gustaf, 350428-5218, med dr, Göteborgs kommun,
 Olsson, Curt Gunnar, 270820-3530, bankdirektör, Stockholms kommun,
 Ramfors, Bo Carl Einar, 360602-3590, bankdirektör, Göteborgs kommun,
 Sahlberg, Karl-Erik, 280330-0496, direktör, Perstorps kommun and
 Wallenberg, Peter, 260529-0275, ekon dr, Värmdö kommun

The deputy member of the Board

Barnekow, Rutger Adolf Alfred, 350321-5018, bankdirektör, Stockholms kommun,

CERTIFICATE OF REGISTRATION
1991-07-22*Board members appointed by the Government:*

Andersson, Leif Arnold, 380825-5214, ordf i Göteborgs stads fastighetskontor,
 Göteborgs kommun and
 Oskarsson, Ingegärd José, 320317-2824, f d ledamot av riksdagen,
 Alvesta kommun and
 Pettersson, Nils Lennart, 360410-5597, ledamot av riksdagen, Lunds kommun.

Board members appointed in accordance with the law on Board Representation for private sector employees:

Blom, Rolf Ingemar, 320109-9474, bankdirektör, Stockholms kommun,
 Karlsson, Rolf Göran, 530918-4850, bankkamrer, Orust kommun

with

Ahlborn, Lars Christer Östen, 411031-3998, bankkamrer, Malmö kommun,
 Cronsjö, Hjärdís Lucia, 390304-0842, banktjänsteman, Stockholms kommun,

*as deputy members.**as well as*

Abrahamson, Anders Ivar Tord, 440622-3315, direktör, Lidingö kommun,
 Ahlqvist, Per Olof Ferdinand, 370129-4336, direktör, London,
 Andersson, Erik Yngve, 420924-8410, direktör, Stockholms kommun,
 Andersson, Leif Åke, 420130-4534, direktör, Täby kommun,
 Ardhede, Kjell Valter, 440618-5217, direktör, Härryda kommun,
 Aurell, Björn Gunnar, 421201-5434, direktör, Göteborgs kommun,
 Ballard, Rodney Derek, 510603, direktör, Hong Kong,
 Berggren, Hans Olov, 450915-0753, direktör, Malmö kommun,
 Bergström, Hans Olof Oskar, 300710-0393, direktör, Stockholms kommun,
 Björkman, Sven Ingvarson, 490523-5174, direktör, London,
 Blennow, Rutger Arvid Ingemarsson, 490304-2937, direktör, Nacka kommun,
 Borg, Krister Ivar Rudolf, 421120-6117, direktör, Stockholms kommun,
 Bylund, Bertil Gotthard, 290930-0515, direktör, Stockholms kommun,
 Catalano, Elisabeth Monica, 520903-0358, direktör, New York,
 Cavalli-Björkman, Magnus, 570210-3994, direktör, Singapore,
 Classon, Anders Gustaf, 340405-0555, direktör, Uppsala kommun,
 Cullemo, Sven Tommy, 450604-0031, direktör, Le Vésinet, Frankrike,
 Dyrssen, Gustaf Gerhard Peder Nils, 420502-0490, direktör, Stockholms kommun,
 Egstam, Lars Gustaf, 521224-0112, direktör, Stockholms kommun,
 Ektander, Fredrik Gustav, 530730-1993, direktör, Hong Kong,
 Erneholm, Stefan Berndt, 500309-0072, direktör, Stockholms kommun,
 Fern, Jan Lennart, 440107-4317, direktör, Singapore,
 Flismark, Björn Åke, 480128-0290, direktör, Sollentuna kommun,
 Fredholm, Ulf Karl, 290227-0814, direktör, Stockholms kommun,
 Glöck, Thomas, 420812-3952, direktör, Stockholms kommun,
 Hagkvist, Kurt Vilhelm, 340816-4634, direktör, Kungsbacka kommun.

Hälvor, Anders Christian, 520229-7019, direktör, Sjörsbacka kommun.
Hamilton, Carl-Diedric Hugo Gustaf, 480907-86, direktör, Nacka kommun.
Hansson, Bo Arne, 520124-3977, kamrer, Malmö kommun.
Hansson, Rolf Lennart, 471004-3995, direktör, Malmö kommun.
Hedenström, Bengt Anders, 450905-0557, direktör, Stockholms kommun.
Hellmers, Hjalmar Ulf, 360319-4378, direktör, Danderyds kommun.
Hesse, Claes Gustaf, 441217-0813, kamrer, Stockholms kommun.
Hjällgren, Charles Gunnar, 440914-0813, direktör, Hong Kong.
Holmdin, Lars Johan Arvid, 300227-1017, direktör, Upplands Väsby kommun.
Holmquist, Anders Håkan, 361218-5099, direktör, Göteborgs kommun.
Holtback, John Roger, 450216-3014, direktör, Göteborgs kommun.
Hood, Hakon Tomas, 430328-7116, direktör, Lerums kommun.
Höglund, Lennart Gustaf, 330706-0818, direktör, Stockholms kommun.
Isacson, Lars Henrik, 440128-4577, direktör, Stockholms kommun.
Jancid, Lars Urban, 450927-6657, direktör, Täby kommun.
Jansson, Ingrid Margareta, 300418-0286, direktör, Stockholms kommun.
Jarlöv, Sven Gunnar, 341122-5430, direktör, Danderyds kommun.
Jarmar, Anders Ivan, 490116-1952, direktör, Stockholms kommun.
Jeansson, Per-Jan Åke, 310408-2932, direktör, Ekerö kommun.
Jedlöv, Erik Arnoid, 360215-5719, direktör, Stockholms kommun.
Johansson, Leif Göran, 380708-4516, direktör, Danderyds kommun.
Karlén, Jörgen Otto, 490316-1190, kamrer, Paris.
Kjellberg, Lars-Jonas, 351024-1411, bankjurist, Mölndals kommun.
Kjellman, Rolf Carl Axel, 390920-4152, direktör, Vellinge kommun.
Larsson, Hans-Erik Christen, 410809-2737, direktör, Vellinge kommun.
Larsson, Josef Bertil, 430317-4833, direktör, Lerums kommun.
Larsson, Mats Åke Elis, 490902-7933, direktör, Stockholms kommun.
Lavers, Barbro Elisabeth, 471116-5128, direktör, Stamford, Connecticut, USA.
Lindberg, Gunnar, 460809-2658, direktör, Westport, Connecticut, USA.
Lindblad, Lars Helle, 330730-5213, direktör, Göteborgs kommun.
Ljungkvist, Hans Erik, 521020-8210, direktör, Partille kommun.
Lundin, André Christer, 510102-5111, direktör, Singapore.
Löwendahl, Nils Bertil, 371004-4813, direktör, Kungälv kommun.
Löwenhielm, Carl Fredrik Wilhelm, 420903-0818, direktör, Stockholms kommun.
Magnusson, Gunnar David, 350328-5912, direktör, Göteborgs kommun.
Mattsson, Per Alvat, 420720-0330, direktör, Nacka kommun.
Myhrman, Bo Olof Walter, 360716-6414, direktör, Kungälv kommun.
Nilsson, Björn Sten Göran, 541209-7015, direktör, Uppsala kommun.
Nordström, Lars Göran, 430826-1934, direktör, Uppsala kommun.
Norrdell, Carl-Axel Bertil, 250708-6417, direktör, Stockholms kommun.

Norstedt, Stig Oskar, 311220-1338, kamrer, Bärby kommun.
Nyberg, Anton Theodor, 300101-5412, direktör, Mölndals kommun.
Odemyr, Hans Kenneth, 300101-0337, direktör, Nacka kommun.
Peterson, Carl Magnus Walter, 340621-5834, direktör, Singapore.
Pettersson, Björn Carl-Gustav, 500206-6974, direktör, Stockholms kommun.
von Post, Claes Axel Wilhelm Mauritz, 411101-0536, direktör, New York.
Pålsson, Hans Emil, 321114-3932, direktör, Lunds kommun.
Rasmussen, Bo Vilhelm Arvid, 390223-0352, direktör, London.
Ringblom, Nils Erland, 440520-9455, direktör, Stockholms kommun.
Ringström, Hanse Torsten Einar, 484413-0351, direktör, Hong Kong.
Rydell, Sven Anders Peter, 481101-2790, direktör, Malmö kommun.
Rönbeck, Per Gunnar, 290305-4134, direktör, Malmö kommun.
Samuelsson, Rut Annika, 440221-3026, direktör, Göteborgs kommun.
Samuelsson, Tore Sven, 431104-5019, direktör, Göteborgs kommun.
Schönong, Henning, 390421-2911, direktör, Vellinge kommun.
Segelberg, Per Erik, 320720-1298, direktör, Stockholms kommun.
Siling, Jan Gustav, 440703-0214, direktör, Stockholms kommun.
Skogsberg, Karl Evert, 360704-6210, direktör, Stockholms kommun.
Smith, Bengt Anders Sigfrid, 430417-3992, direktör, Göteborgs kommun.
Smith, Carl Johan Haraldsson, 460329-0836, direktör, Stockholms kommun.
Stålhand, Johan Christoffer, 390304-0495, direktör, Danderyds kommun.
Sundvik, Carl Anders, 470916-0115, direktör, Nacka kommun.
Söderström, Sven Tomas, 440306-6931, direktör, Stockholms kommun.
Tallroth, Eva Maria, 480829-3528, direktör, Hong Kong.
Tingsvik, Karl-Erik Ivar, 380316-2639, direktör, Stockholms kommun.
Treschow, Christine-Charlotte Gabrielle, 461125-3925, direktör, Ekerö kommun.
Turesson, Hans Bertil, 320417-3912, direktör, Lunds kommun.
Ugander, Staffan Sven Olof, 381026-3552, direktör, Järfälla kommun.
Westström, Kitty Vera Birgitta, 370731-2108, direktör, Stockholms kommun.
Westerberg, Sten Boson Björn, 390321-0494, direktör, Värmdö kommun.
Wettring, Kjell-Owe, 430630-1039, direktör, Järfälla kommun.
Wikström, Nils Peter, 430526-7850, direktör, Stockholms kommun.
Winroth, Gerhard Pontus Knutson, 451212-0512, direktör, Danderyds kommun.
Wrangel von Brehmer, Otto Vilhelm, 431204-3518, direktör, Malmö kommun.
Wulf, Agneta Elisabeth, 520707-3361, kamrer, Lerums kommun.
Zarelius, Agneta Eva Maria, 380329-5447, kamrer, Solna kommun.
Åmell, Bo William, 500604-0058, direktör, Le Vésinet, Frankrike.
Åhnebrink, Lars Bo, 460724-5059, direktör, Malmö kommun and
Ögren, John Arne, 301111-7532, direktör, Stockholms kommun.

This is to certify that, according to the bank register kept with the Financial Supervisory Authority, the above particulars regarding the composition of the Board and signing on behalf of the Company are based on reports registered until this day.

On behalf of the Financial Supervisory Authority

(signed): Elisabeth Holmqvist

Certified true translation of the original document in Swedish.

Stockholm, 6 August, 1991


Rolf Di Stefano

AUGUST 1, 1990

IRREVOCABLE STANDBY LETTER OF CREDIT NO. S-4826

U.S. NUCLEAR REGULATORY COMMISSION
REGION 3
OFFICE OF INSPECTION AND ENFORCEMENT
799 ROOSEVELT ROAD
GLEN ELLYN, IL. 60137

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. S-4826 IN YOUR FAVOR, AT THE REQUEST AND FOR THE ACCOUNT OF ABB PROCESS AUTOMATION INC., 650 ACKERMAN ROAD, COLUMBUS, OHIO 43202 UP TO THE AGGREGATE AMOUNT OF SEVENTY FIVE THOUSAND DOLLARS, U.S. DOLLARS \$75,000.00, AVAILABLE UPON PRESENTATION OF:

- (1) YOUR SIGHT DRAFT, BEARING REFERENCE TO THIS LETTER OF CREDIT NO. S-4826 AND
- (2) YOUR SIGNED STATEMENT READING AS FOLLOWS: "I CERTIFY THAT THE AMOUNT OF THE DRAFT IS PAYABLE PURSUANT TO REGULATIONS ISSUED UNDER AUTHORITY OF THE NRC PURSUANT TO 10 CFR PART 30".

THIS LETTER OF CREDIT IS ISSUED IN ACCORDANCE WITH REGULATIONS ISSUED UNDER THE AUTHORITY OF THE U.S. NUCLEAR REGULATORY COMMISSION (NRC), AN AGENCY OF THE U.S. GOVERNMENT, PURSUANT TO THE ATOMIC ENERGY ACT OF 1954, AS AMENDED, AND THE ENERGY REORGANIZATION ACT OF 1974. THE 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 LICENSE ISSUED UNDER 10 CFR PART 30, PROVIDE ASSURANCE THAT FUNDS WILL BE AVAILABLE WHEN NEEDED FOR DECOMMISSIONING.

THIS LETTER OF CREDIT IS EFFECTIVE AS OF JULY 27, 1990 AND SHALL EXPIRE ON JULY 28, 1991, BUT SUCH EXPIRATION DATE SHALL BE AUTOMATICALLY EXTENDED FOR A PERIOD OF AT LEAST 1 YEAR ON JULY 28, 1991 AND ON EACH SUCCESSIVE EXPIRATION DATE, UNLESS, AT LEAST 90 DAYS BEFORE THE CURRENT EXPIRATION DATE, WE NOTIFY BOTH YOU AND ABB PROCESS AUTOMATION INC., BY CERTIFIED MAIL, AS SHOWN ON THE SIGNED RETURN RECEIPTS. IF ABB PROCESS AUTOMATION INC., IS UNABLE TO SECURE ALTERNATIVE FINANCIAL ASSURANCE TO REPLACE THIS LETTER OF

PAGE 1 OF 2

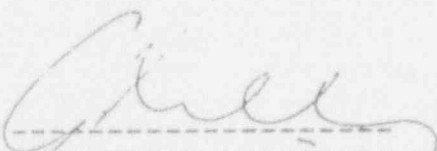
SKANDINAVISKA ENSKILDA BANKEN NEW YORK
IRREVOCABLE STANDBY LETTER OF CREDIT S-4826
AUGUST 1, 1990

CREDIT WITHIN 30 DAYS OF NOTIFICATION OF CANCELLATION THE NRC MAY DRAW UPON THE FULL VALUE OF THIS LETTER OF CREDIT PRIOR TO CANCELLATION. THE BANK SHALL GIVE IMMEDIATE NOTICE TO THE APPLICANT AND "NRC" OF ANY NOTICE RECEIVED OR ACTION FILED ALLEGING (1) THE INSOLVENCY OR BANKRUPTCY OF THE FINANCIAL INSTITUTION OR (2) ANY VIOLATIONS OF REGULATORY REQUIREMENTS THAT COULD RESULT IN SUSPENSION OR REVOCATION OF THE BANK'S CHARTER OR LICENSE TO DO BUSINESS. THE FINANCIAL INSTITUTION ALSO SHALL GIVE IMMEDIATE NOTICE IF THE BANK, FOR ANY REASON, BECOMES UNABLE TO FULFILL ITS OBLIGATIONS UNDER THE LETTER OF CREDIT.

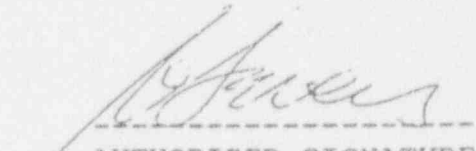
WHENEVER THIS LETTER OF CREDIT IS DRAWN ON UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT, WE SHALL DULY HONOR SUCH DRAFT UPON ITS PRESENTATION TO US WITHIN 30 DAYS, AND WE SHALL DEPOSIT THE AMOUNT OF THE DRAFT DIRECTLY INTO THE STANDBY TRUST FUND OF ABB PROCESS AUTOMATION INC. IN ACCORDANCE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

EACH DRAFT MUST BEAR ON ITS FACE THE CLAUSE: "DRAWN UNDER LETTER OF CREDIT NO. S-4826, DATED AUGUST 1, 1990, AND THE TOTAL OF THIS DRAFT AND ALL OTHER DRAFTS PREVIOUSLY DRAWN UNDER THIS LETTER OF CREDIT DOES NOT EXCEED.

THE CREDIT IS SUBJECT TO UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, (1983 REVISION) INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 400.



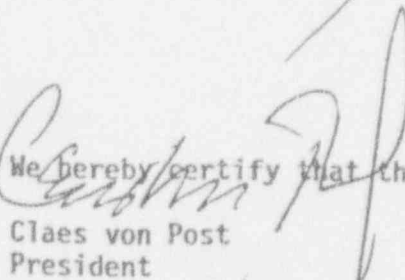
AUTHORIZED SIGNATURE

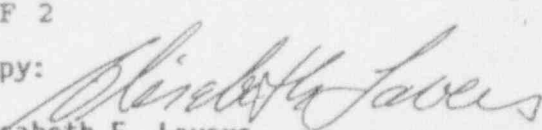


AUTHORIZED SIGNATURE

PAGE 2 OF 2

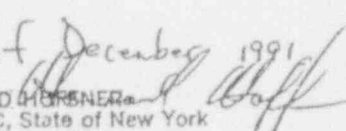
We hereby certify that this is a true copy:


Claes von Post
President


Elisabeth E. Lavers
Vice President

Skandinaviska Enskilda Banken, New York.

Sworn before me this 2nd day of December 1991


HOWARD HENSNER
NOTARY PUBLIC, State of New York
No. 60-4904238
Qualified in Westchester County
Commission Expires: 8/31/92



James Alistair Dunn
General Counsel

27 November, 1991

Ms. Cassandra F. Frazier
Materials Licensing Section
United States Nuclear Regulatory
Commission, Region III
799 Roosevelt Road
Glen Ellen, Illinois 60139

Re: Certification of Financial Assurance
ABB Process Automation Inc.
Control Number 00109

Dear Ms. Frazier:

This letter is further to our conversation of today regarding your letter of 26 September, 1991, to Mr. John R. Dukes.

Please find enclosed both a revised Certification of Financial Assurance citing the amount of the Letter of Credit, as well as an affidavit attesting to the original certificate.

Should you have any questions, please feel free to call at your convenience. With kindest regards I remain,

Very truly yours,

JAD/msw

cc: Jack Dukes
Don Stephens
45579/radiopol
Docket 25 Oct 91
Chronological

RECEIVED

DEC 03 1991

REGION III

DEC 3 1991

ABB Process Automation Inc.



Certification of Financial Assurance

Principal: ABB Process Automation Inc.
650 Ackerman Road
Columbus, Ohio 43202

NRC License Number: 34-00255-03
ABB Process Automation Inc.
650 Ackerman Road
Columbus, Ohio 43202

Issued to: United States Nuclear Regulatory Commission

This is to certify that ABB Process Automation Inc. is licensed to possess the amounts and types of material listed at Exhibit A hereto.

This is to further certify that financial assurance in the amount prescribed by 10 CFR Part 30, viz., Seventy Five Thousand Dollars (\$75,000.00) has been obtained for the purpose of decommissioning.

ABB Process Automation Inc.

By: Donald C. Stephens
Title: Radiation Safety Officer
Date: 27 November, 1991

Acknowledgement

Sworn to before me and subscribed in my presence by the said Donald C. Stephens on 27 November, 1991.

James A. Dunn, Attorney at Law, Notary Public; My Commission Does Not Expire; Ohio Revised Code Sec. 147.03.

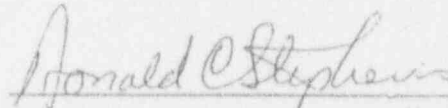
AFFIDAVIT

STATE OF OHIO }
COUNTY OF FRANKLIN } SS:

I, Donald C. Stephens, being duly cautioned and sworn, depose and state that:

1. The document attached hereto is a true and correct copy of the Certification of Financial Assurance originally signed by me on 21 October, 1991.


FURTHER AFFIANT SAYETH NAUGHT:



By: Donald C. Stephens
Title: Radiation Safety Officer
Date: 27 November, 1991

Acknowledgement

Sworn to before me and subscribed in my presence by the said Donald C. Stephens on 27 November, 1991.



James A. Dunn, Attorney at Law, Notary Public; My Commission Does Not Expire; Ohio Revised Code Sec. 147.03.



Certification of Financial Assurance

Principal: ABB Process Automation Inc.
650 Ackerman Road
Columbus, Ohio 43202

NRC License Number: 34-00255-03
ABB Process Automation Inc.
650 Ackerman Road
Columbus, Ohio 43202

Issued to: United States Nuclear Regulatory Commission

This is to certify that ABB Process Automation Inc. is licensed to possess the amounts and types of material listed at Exhibit A hereto.

This is to further certify that financial assurance in the amount prescribed by 10 CFR Part 30 has been obtained for the purpose of decommissioning.

ABB Process Automation Inc.

By: Donald C. Stephens
Title: Radiation Safety Officer
Date: 21 October, 1991



James Alistair Dunn
General Counsel

21 October, 1991

Ms. Cassandra F. Frazier
Materials Licensing Section
United States Nuclear Regulatory
Commission, Region III
799 Roosevelt Road
Glen Ellen, Illinois 60139

Re: Certification of Financial Assurance

Dear Ms. Frazier:

This letter is in response to yours of 26 September, 1991, to Mr. John R. Dukes.

Please find enclosed, pursuant to paragraph 1. of your letter, the above referenced Certification of Financial Assurance. The Certification has been prepared in accordance with the United States Nuclear Regulatory Commission Regulatory Guide 3.66 dated June, 1990.

As to the other matters addressed by your letter, request has been made to the appropriate offices and you may anticipate a reply in the very near future.

Should you have any questions, please feel free to call at your convenience. With kindest regards I remain,

Very truly yours,

JAD/msw

cc: Jack Dukes
Don Stephens
45579/radiopol
Docket 25 Oct 91
Chronological

OCT 24 1991

RECEIVED

OCT 24 1991

ABB Process Automation Inc.

REGION III
614/261-2172



Certification of Financial Assurance

Principal: ABB Process Automation Inc.
650 Ackerman Road
Columbus, Ohio 43202

NRC License Number: 34-00255-03
ABB Process Automation Inc.
650 Ackerman Road
Columbus, Ohio 43202

Issued to: United States Nuclear Regulatory Commission

This is to certify that ABB Process Automation Inc. is licensed to possess the amounts and types of material listed at Exhibit A hereto.

This is to further certify that financial assurance in the amount prescribed by 10 CFR Part 30 has been obtained for the purpose of decommissioning.

ABB Process Automation Inc.

By: Donald C. Stephens
Title: Radiation Safety Officer
Date: 21 October, 1991

MATERIALS LICENSE
SUPPLEMENTARY SHEET

License number

34-00255-03

Docket or Reference number

030-05610

Amendment No. 52

CORRECTED COPY

Process Automation Business, Inc.
610 Ackerman Road
Columbus, OH 43202

In accordance with letter dated June 15, 1989, License Number 34-00255-03 is amended as follows:

Items 6., 7., 8. and 9. are amended to read:

6. Byproduct, source, and/or special nuclear material

7. Chemical and/or physical form

8. Maximum amount that licensee may possess at any one time under this license

A. Any byproduct material with Atomic Nos. 3 through 83, inclusive

A. Sealed sources (which have been designated under ANSI 77C43333)

A. Not to exceed 5 curies per source. Total not to exceed 100 curies.

B. Americium-241

B. Sealed sources (which have been evaluated and approved by the Commission under Provisions of Section 32.210 of 10 CFR Part 32 or an Agreement State)

B. Not to exceed 5 curies per source. Total not to exceed 20 curies

C. Curium-244

C. Sealed sources (which have been evaluated and approved by the Commission under Provisions of Section 32.210 of 10 CFR Part 32 or an Agreement State)

C. Not to exceed 5 curies per source. Total not to exceed 20 curies

Exhibit A
Page 1

COPY

MATERIALS LICENSE
SUPPLEMENTARY SHEET

License number

34-00255-03

Docket or Reference number

030-05610

Amendment No. 52

CORRECTED COPY

6. Byproduct, source, and/or special nuclear material

7. Chemical and/or physical form

8. Maximum amount that licensee may possess at any one time under this license

D. Any byproduct material with Atomic Numbers 3 through 83, inclusive

D. Sealed sources (which have been evaluated and approved by the Commission under provisions of Section 32.210 of 10 CFR Part 32 or an Agreement State)

D. Not to exceed 10 curies per radionuclide, except:

Cesium-137	100 curies
Cobalt-60	100 curies
Krypton-85	500 curies
Strontium-90	300 curies
Promethium-147	100 curies

Total not to exceed 900 curies.

E. Americium-241

E. Sealed sources (which have been evaluated and approved by the Commission under provisions of Section 32.210 of 10 CFR Part 32 or an Agreement State)

E. Not to exceed 3 curies per source. Total not to exceed 200 curies.

F. Curium-244

F. Sealed sources (which have been evaluated and approved by the Commission under provisions of Section 32.210 of 10 CFR Part 32 or an Agreement State).

F. Not to exceed 1 curie per source. Total not to exceed 50 curies.

G. Hydrogen-3

G. Sealed sources or tritiated foils

G. 20 curies

H. Depleted uranium

H. Plated shielding

H. 50 kilograms

I. Krypton-85

I. Gas in cylinders

I. 500 curies.

9. Authorized Use

A. through C. For research and development of gauging, measuring, and control devices.

Exhibit A
Page 2

COPY