



Westinghouse Electric Company LLC
Columbia Fuel Site
5801 Bluff Road
Hopkins, South Carolina 29061-9121
USA

Director, Office of Nuclear Material Safety and
Safeguards
U. S. Nuclear Regulatory Commission
Document Control Desk
11555 Rockville Pike
Rockville, Maryland 20852-2738

Direct tel: 803-647-1994
e-mail: popeah@westinghouse.com
Your ref: SNM-1107
Our ref: LTR-RAC-20-24

March 4, 2020

SUBJECT: Submittal of Amendment to Trust Agreement for License Number SNM-1107, Payment Surety Bonds for SNM-1107, and Certification of Financial Assurance for SNM-1107 (Proprietary/Non-Proprietary)

Enclosed are the proprietary and non-proprietary versions of the amendment to the "Trust Agreement for License Number SNM-1107" ("Agreement") and the proprietary and non-proprietary versions of the "Payment Surety Bonds for SNM-1107" ("Bonds"). Additionally, a proprietary Certification of Financial Assurance for SNM-1107 and recent bank statement for the trust fund is included. These enclosures are considered proprietary in their entirety, and non-proprietary versions are not submitted.

This submittal contains proprietary information of Westinghouse Electric Company LLC ("Westinghouse"). In conformance with the requirements of 10 CFR Section 2.390, as amended, of the Nuclear Regulatory Commission's ("Commission's") regulations, we are enclosing with this submittal an Affidavit. The Affidavit sets forth the basis on which the information identified as proprietary may be withheld from public disclosure by the Commission.

Correspondence with respect to the proprietary aspects of this submittal or the Westinghouse Affidavit should reference AW-20-5010 and should be addressed to Annette Pope, Director, Organizational Effectiveness, Westinghouse Columbia Fuel Fabrication Facility, 5801 Bluff Road, Hopkins, South Carolina 29061-9121.

A handwritten signature in black ink that reads "Annette Pope".

Annette Pope, Director
Organizational Effectiveness
Westinghouse Columbia Fuel Fabrication Facility

cc: w/o enclosure
Mr. Thomas Vukovinsky (NRC)
Ms. Marilyn Diaz (NRC)

Enclosures

1. Affidavit AW-20-5010
2. Amendment No. 2 to Trust Agreement for License Number SNM-110 (Proprietary)
3. Amendment No. 2 to Trust Agreement for License Number SNM-110 (Non-Proprietary)
4. Payment Surety Bonds for SNM-1107 (Proprietary)
5. Payment Surety Bonds for SNM-1107 (Non-Proprietary)
6. Recent trust bank statement (Proprietary)
7. Certification of Financial Assurance for SNM-1107 (Proprietary)

AFFIDAVIT

STATE OF SOUTH CAROLINA:

COUNTY OF RICHLAND:

- (1) I, Annette Pope, have been specifically delegated and authorized to apply for withholding and execute this Affidavit on behalf of Westinghouse Electric Company LLC (Westinghouse).
- (2) I am requesting the proprietary portions of LTR-RAC-20-24 be withheld from public disclosure under 10 CFR 2.390.
- (3) I have personal knowledge of the criteria and procedures utilized by Westinghouse in designating information as a trade secret, privileged, or as confidential commercial or financial information.
- (4) Pursuant to 10 CFR 2.390, the following is furnished for consideration by the Commission in determining whether the information sought to be withheld from public disclosure should be withheld.
 - (i) The information sought to be withheld from public disclosure is owned and has been held in confidence by Westinghouse and is not customarily disclosed to the public.
 - (ii) Public disclosure of this proprietary information is likely to cause substantial harm to the competitive position of Westinghouse because it would enhance the ability of competitors to provide similar technical evaluation justifications and licensing defense services for commercial power reactors without commensurate expenses. Also, public disclosure of the information would enable others to use the information to meet NRC requirements for licensing documentation without purchasing the right to use the information.
- (5) Westinghouse has policies in place to identify proprietary information. Under that system, information is held in confidence if it falls in one or more of several types, the release of which might result in the loss of an existing or potential competitive advantage, as follows:

AFFIDAVIT

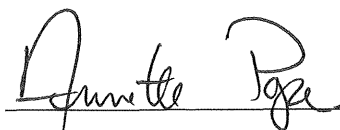
- (a) The information reveals the distinguishing aspects of a process (or component, structure, tool, method, etc.) where prevention of its use by any of Westinghouse's competitors without license from Westinghouse constitutes a competitive economic advantage over other companies.
 - (b) It consists of supporting data, including test data, relative to a process (or component, structure, tool, method, etc.), the application of which data secures a competitive economic advantage (e.g., by optimization or improved marketability).
 - (c) Its use by a competitor would reduce his expenditure of resources or improve his competitive position in the design, manufacture, shipment, installation, assurance of quality, or licensing a similar product.
 - (d) It reveals cost or price information, production capacities, budget levels, or commercial strategies of Westinghouse, its customers or suppliers.
 - (e) It reveals aspects of past, present, or future Westinghouse or customer funded development plans and programs of potential commercial value to Westinghouse.
 - (f) It contains patentable ideas, for which patent protection may be desirable.
- (6) The attached documents are bracketed and marked to indicate the bases for withholding. The justification for withholding is indicated in both versions by means of lower case letters (a) through (f) located as a superscript immediately following the brackets enclosing each item of information being identified as proprietary or in the margin opposite such information. These lower case letters refer to the types of information Westinghouse customarily holds in confidence identified in Sections (5)(a) through (f) of this Affidavit.

I declare that the averments of fact set forth in this Affidavit are true and correct to the best of my knowledge, information, and belief.

AFFIDAVIT

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: March 4, 2020



Annette Pope, Director
Organizational Effectiveness

Enclosure 3

Amendment No. 2 to Trust Agreement for License Number SNM-1107

(Non-Proprietary)

**Westinghouse Electric Company
1000 Westinghouse Drive
Cranberry Township, PA 16066**

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AMENDMENT NO. 2 TO
STANDBY TRUST AGREEMENT

The STANDBY TRUST AGREEMENT (the "Agreement") originally made and entered into as of the 30th day of December 2016 by and between Westinghouse Electric Company LLC, a Delaware Limited Liability Company (herein referred to as the "Grantor") and [],^{a,c} as the "Trustee", is hereby amended by this Amendment No. 2 as follows:

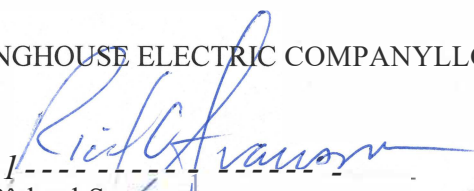
1. All references to STANDBY TRUST AGREEMENT are replaced with TRUST AGREEMENT.
2. The existing Schedule A is replaced with the Schedule A to this Amendment No. 2.
3. The existing Schedule B is replaced with the Schedule B to this Amendment No. 2.
4. Except as set forth herein, the Agreement shall remain in full force and effect.

IN WITNESS WHERE OF, the parties have caused Amendment No. 2 to the Trust Agreement to be executed by their respective officers duly authorized and the corporate or company seals to be hereto affixed and attested as of this 4th day of March 2020.

ATTEST:



WESTINGHOUSE ELECTRIC COMPANY LLC

By: 
Name: Richard Swanson
Title: Assistant Secretary



ATTEST:

[]^{a,c}

AGREED TO AND ACCEPTED:

U.S. NUCLEAR REGULATORY COMMISSION

By: -----

Name:

Title:

AMENDMENT NO. 2 TO
STANDBY TRUST AGREEMENT

The STANDBY TRUST AGREEMENT (the "Agreement") originally made and entered into as of the 30th day of December 2016 by and between Westinghouse Electric Company LLC, a Delaware Limited Liability Company (herein referred to as the "Grantor") and [_____],^{a,c} as the "Trustee", is hereby amended by this Amendment No. 2 as follows:

1. All references to STANDBY TRUST AGREEMENT are replaced with TRUST AGREEMENT.
2. The existing Schedule A is replaced with the Schedule A to this Amendment No. 2.
3. The existing Schedule B is replaced with the Schedule B to this Amendment No. 2.
4. Except as set forth herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused Amendment No. 2 to the Trust Agreement to be executed by their respective officers duly authorized and the corporate or company seals to be hereto affixed and attested as of this 4th day of March 2020.

ATTEST:

WESTINGHOUSE ELECTRIC COMPANY LLC

By: _____
Name: Daniel Sumner
Title: Chief Financial Officer

[_____]^{a,c}

AGREED TO AND ACCEPTED:

U.S. NUCLEAR REGULATORY COMMISSION

By: _____
Name:
Title:

Schedule A

This agreement demonstrates financial assurance⁽¹⁾ for the following cost estimates or prescribed amounts for the following licensed activities.

U.S. Nuclear Regulatory Commission License Number(s)	Name and Address of Licensee	Address of Licensee Activity	Cost Estimates for Regulatory Assurances Demonstrated by this Letter of Credit
SNM-1107	Westinghouse Electric Company LLC Columbia Fuel Fabrication Facility 5801 Bluff Road, Hopkins, SC 29061	Nuclear Fuel Fabrication Facility 5801 Bluff Road, Hopkins, SC 29061	[] ^{a,c}
Totals			[]

The cost estimate listed here was last adjusted and approved by the NRC on February 6, 2020 (SNM-1107).

(1) Financial assurance values referred in (10CFR 30.35, 40.36, and 70.25); decommissioning costs are based on the Decommissioning Funding Plans (DFPs) for the licensed activities.

Schedule B

Evidence of Financial Assurance - The Grantor utilizes a fully funded Standby Trust Fund

<u>Evidence by Surety Bond No.</u>	<u>Issuing Institution of Surety Bond(1)</u>	<u>Dollar Amount and License Number</u>
] a,c
SURETY BOND TOTAL		[] a,c
] a,c
FINANCIAL ASSURANCE TOTAL		[] a,c

¹Beneficiary of Surety Bonds is Nuclear Regulatory Commission

²As of February 29, 2020, the account value is [] a,c

Enclosure 5

Payment Surety Bonds for SNM-1107

(Non-Proprietary)

**Westinghouse Electric Company
1000 Westinghouse Drive
Cranberry Township, PA 16066**

**© 2020 Westinghouse Electric Company LLC
All Rights Reserved**

Payment Surety Bond

Date bond executed: February 26, 2020

Effective date: Feb 28, 2020

Principal: Westinghouse Electric Company LLC
Columbia Fuel Site
5801 Bluff Road, Hopkins, SC 29061-9121

Type of organization: Limited Liability Company

State of incorporation: Delaware

NRC License Numbers: License Number SNM-1107

Name and Address of Facility: Columbia Fuel Fabrication Facility Site
5801 Bluff Road, Hopkins, SC 29061-9121

Amount Guaranteed for Decommissioning: [] a,c

Surety: [] a,c

Type of organization: Corporation

State of Incorporation: Delaware

Licensed to write Surety in the State of South Carolina

Surety's bond number: [] a,c

Total penal sum of bond: [] a,c

Know All Persons By These Presents, That we, the Principal and Surety hereto, are firmly bound to the U.S. Nuclear Regulatory Commission (hereinafter called NRC) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

WHEREAS, the U.S. Nuclear Regulatory Commission, 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 70, applicable to the Principal, which require that a license holder or an applicant for a facility license provide financial assurance that funds will be available when needed for facility decommissioning;

Now, Therefore, the conditions of the obligation are such that if the Principal shall faithfully, before the beginning of decommissioning of each facility identified above, fund the standby trust fund in the amount(s) identified above for the facility;

Or, if the Principal shall fund the standby trust fund in such amount(s) after an order to begin facility decommissioning is issued by NRC, or a U.S. District Court or other court of competent jurisdiction;

Or, if the Principal shall provide alternate financial assurance and obtain NRC's written approval of such assurance, within 30 days after the date a notice of cancellation from the Surety is received by both the Principal and NRC, then this obligation shall be null and void; otherwise it is to remain in full force and effect.

The Surety shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by NRC that the Principal has failed to perform as guaranteed by this bond, the Surety shall place funds in the amount guaranteed for the facility into the standby trust fund.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety hereunder exceed the amount of said penal sum.

The Surety may cancel the bond by sending notice of cancellation by certified mail to the Principal and to NRC provided, however, that cancellation shall not occur during the 90 days beginning on the date of receipt of the notice of cancellation by both the Principal and NRC, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to NRC and to the Surety 90 days prior to the proposed date of termination, provided, however, that no such notice shall become effective until the Surety receives written authorization for termination of the bond from NRC.

The Principal and Surety hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new amount, provided that the penal sum does not increase by more than 20 percent in any one year, and no decrease in the penal sum takes place without the written permission of NRC.

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

In Witness Whereof, the Principal and Surety have executed this financial guarantee bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond a, behalf of the Principal and Surety

Principal

Westinghouse Electric Company LLC



Name: Daniel Sumner

Title: Chief Financial Officer

[Corporate seal]

[Large empty rectangular box for signature or stamp]

a,c

Bond premium: [] a,c



[] a,c

STATUTORY BALANCE SHEET
DECEMBER 31, 2018
(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds
Common & Preferred Stocks
Cash & Short Term Investments
Premiums Receivable
Other Assets

Total Admitted Assets

Liabilities & Surplus

Loss & LAE Reserves
Unearned Premium Reserves
Other Liabilities

Total Liabilities

Common Stock
Preferred Stock
Additional Paid up Capital
Unassigned Surplus

Total Policyholders' Surplus

Total Liabilities & Surplus

[] a,c

[] a,c

Payment Surety Bond

Date bond executed: February 26, 2020
Effective date: Feb 28, 2020
Principal: Westinghouse Electric Company LLC
Columbia Fuel Site
5801 Bluff Road, Hopkins, SC 29061-9121
Type of organization: Limited Liability Company
State of incorporation: Delaware
NRC License Numbers: License Number SNM-1107
Name and Address of Facility: Columbia Fuel Fabrication Facility Site
5801 Bluff Road, Hopkins, SC 29061-9121

Amount Guaranteed for Decommissioning: [] a,c

Surety: [] a,c

Type of organization: Corporation

State of Incorporation: Texas

Licensed to write Surety in the State of South Carolina

Surety's bond number: [] a,c

Total penal sum of bond: [] a,c

Know All Persans By These Presents, That we, the Principal and Surety hereto, are firmly bound to the U.S. Nuclear Regulatory Commission (hereinafter called NRC) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

WHEREAS, the U.S. Nuclear Regulatory Commission, 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 70, applicable to the Principal, which require that a license holder or an applicant for a facility license provide financial assurance that funds will be available when needed for facility decommissioning;

Now, Therefore, the conditions of the obligation are such that if the Principal shall faithfully, before the beginning of decommissioning of each facility identified above, fund the standby trust fund in the amount(s) identified above for the facility;

Or, if the Principal shall fund the standby trust fund in such amount(s) after an order to begin facility decommissioning is issued by NRC, or a U.S. District Court or other court of competent jurisdiction;

Or, if the Principal shall provide alternate financial assurance and obtain NRC's written approval of such assurance, within 30 days after the date a notice of cancellation from the Surety is received by both the Principal and NRC, then this obligation shall be null and void; otherwise it is to remain in full force and effect.

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The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety

Principal

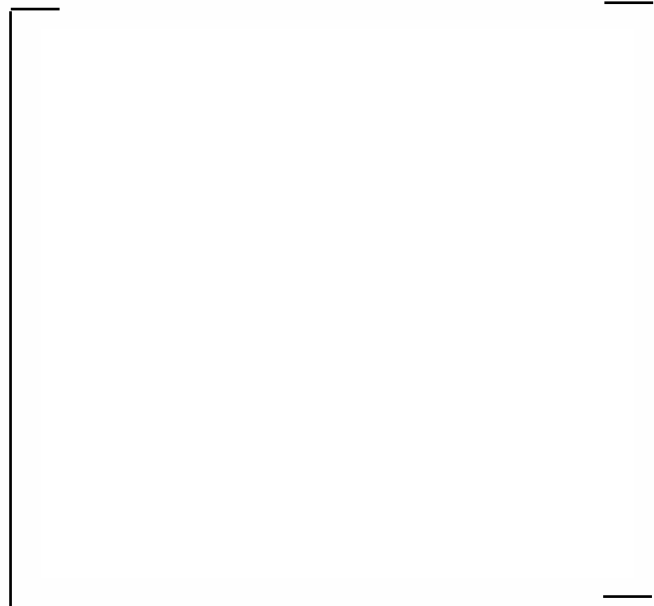
Westinghouse Electric Company LLC



Name: Daniel Sumner

Title: Chief Financial Officer

[Corporate seal]



a,c

Bond premium: [] a,c

[] a,c
STATUTORY STATEMENT OF FINANCIAL CONDITION
December 31, 2018

Assets

Bonds
Common stocks
Cash and short term Investments
Other invested assets
Premiums in course of collection
Amounts recoverable from reinsurers
Other assets
Total Assets

Liabilities

Reserve for lasses and adjustment expenses
Commissions payable, contingent commissions and other similar charges
Unearned premiums
Ceded reinsurance premiums payable
Amounts withheld or retained by company for account of others
Payable to parent, subsidiaries and affiliates
Retroactive Reinsurance
Reserve for taxes, expenses and other liabilities
Total Liabilities

Surplus as regards pollyholders

Total Surplus and Liabilities

a,c

a,c