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August 14, 2006

United States Nuclear Regulatory Commission
Attn: Mr. Michael Raddatz, Senior Project Manager
Uranium Processing Section
Fuel Cycle Facilities Branch
Two White Flint North
11545 Rockville Pike
Rockville, Maryland 20852-2738

**RE: R.M.D. Operations, LLC Submission of Financial Assurance Package
for Multi-Site, Performance-Based Service Provider License and
Request for Amendment of September 27, 2005 Request for
Confidentiality Protection for Certain Documents Under 10 CFR §
2.390(a)(4)**

Dear Mike:

By this letter, R.M.D. Operations, LLC (RMD) hereby submits the following financial assurance documentation requested by NRC Staff in support of its application for an NRC multi-site, performance-based service provider license:

1. Affidavit of Duane W. Bollig, Vice-President for Environmental and Government Affairs for RMD;
2. Revised Commercial Contract Prepared in Accordance with Assurances Provided to NRC Staff During July 19, 2006 Teleconference;
3. Draft Standby Trust Agreement Prepared in Accordance with NUREG-1757, Volume 3 Entitled *Consolidated NMSS Decommissioning Guidance - Financial Assurance, Recordkeeping, and Timeliness* (NUREG-1757, Volume 3); and
4. Draft Statement of Intent Prepared in Accordance with NUREG-1757, Volume 3 and Revised to Include Additional Language Per Discussions with NRC Staff

Additionally, RMD requests that its request for confidentiality protection for certain documents contained in its license application dated September 27, 2005 be amended to include all pages of the attached revised commercial contract. In light of the information provided in the attached affidavit and pursuant to 10 CFR § 2.390(a)(4),

RMD hereby requests that RMD's commercial contract be withheld from the public as confidential commercial or financial information. If there are any questions regarding this submission, please do not hesitate to contact us at (202) 496-0780.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'AJT', written over a horizontal line.

Anthony J. Thompson, Esq.
Christopher S. Pugsley, Esq.
Thompson & Simmons, PLLC
COUNSEL TO R.M.D. OPERATIONS,
LLC

Enclosures

R.M.D. OPERATIONS, LLC

**AFFIDAVIT OF DUANE W. BOLLIG
VICE-PRESIDENT FOR ENVIRONMENTAL AND GOVERNMENT
AFFAIRS FOR R.M.D. OPERATIONS, LLC**


1. My name is Duane W. Bollig and I am the Vice-President for Environmental and Government Affairs for R.M.D. Operations, LLC (RMD). I am authorized to execute this affidavit on behalf of RMD and may bind RMD to the statements rendered herein;
2. In September of 2005, RMD submitted an application for a performance-based, multi-site service provider license for uranium water treatment operations to the Nuclear Regulatory Commission (NRC). RMD's license application included an Environmental Report prepared in accordance with NUREG-1748 entitled *Environmental Review Guidance for Licensing Actions Associated with NMSS Programs*, a draft Safety Evaluation Report (SER), and a license application letter that discussed various issues including financial assurance and the potential application of a categorical exclusion to the application pursuant to 10 CFR § 51.33;
3. In the months that have elapsed since RMD submitted its license application, NRC Staff has raised some questions regarding the proper regulatory approach to follow in licensing water treatment facilities engaging in uranium water treatment operations to comply with the Environmental Protection Agency's (EPA's) new uranium in drinking water maximum contaminant level (MCL). These questions have resulted in several discussions between NRC Staff and RMD personnel, as well as the development and submission of an NRC Staff request for guidance to the Commission;
4. Recently, RMD and NRC Staff discussed the final requirements for financial assurance for its requested license. These discussions resulted in additional revisions to RMD's commercial contract to reflect the following premises:
 - a. RMD shall lease the Uranium Removal System and its associated equipment so that ownership and/or control of such equipment and all associated licensed material may be demonstrated;
 - b. RMD shall receive payment directly from its client for the operations and management (O&M) portion of the water treatment service covered by the commercial contract; and
 - c. RMD shall receive payment directly from its client for decommissioning and decontamination (D&D) of the Uranium Removal System and the disposition of all licensed material from the client's facility(ies).

5. Pursuant to NRC regulations, RMD has labeled the attached commercial uranium water treatment contract with the statement “**Confidential Information Submitted Under 10 CFR § 2.390: Proprietary.**”
6. The attached commercial uranium water treatment contract contains trade secrets and/or confidential commercial or financial information, and RMD hereby requests that such contract be withheld from public disclosure;
7. For the following reasons, RMD asserts that the attached commercial uranium water treatment contract should be withheld from public disclosure as trade secrets or confidential commercial or financial information;
 - a. The data and information contained in the above-referenced contract is customarily held in confidence by businesses and other organizations seeking to protect information contained in commercial contracts and to ensure that business negotiations are confidential;
 - b. Corporate aspects of RMD and its relationship within the group of Water Remediation Technology International, LLC companies such as business duties and working contractual agreements or other arrangements are not customarily made available to the public;
 - c. The statements and pricing information regarding RMD’s uranium water treatment program are not available in any public sources;
 - d. Release of the data and information contained in the above-referenced contract would cause substantial commercial harm to RMD for the following reasons; the SDWA’s uranium in drinking water standard does not require compliance until December 2007. As such, RMD is one of the first commercial entities to create and propose to provide a comprehensive “cradle-to-grave” service to CWSs for compliance with this standard, including its pricing model for commercial contracts of substantial length (e.g., 20-40 years). Release of the statements and pricing information contained in the above-referenced commercial uranium water treatment contract would provide RMD’s competitors with a substantial business and economic advantage, as they would be able to review and analyze RMD’s pricing and commercial offerings, as well as the substantial benefits offered to CWSs without expending the financial resources necessary to develop their own marketing analysis.
 - e. Withholding the statements and pricing information designated by RMD for confidentiality protection will not cause any harm to members of the public. Members of the public will gain no tangible benefit from reviewing RMD’s contractual statements and pricing information other than the knowledge that RMD is responsible for all aspects of the safe

management of licensed uranium source material at CWS facilities. However, as stated above, RMD will suffer significant adverse business and economic impacts if these statements and pricing information are released to the public, which includes potential RMD competitors;

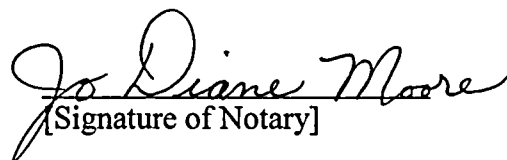
- f. RMD fully understands that withholding the designated data and information does not deprive any independent party from inspecting the confidential information under the terms of an appropriate protective order in the context of an NRC licensing hearing or other administrative proceeding.

I declare on this 10th day of August, 2006, at Wheat Ridge, Colorado, under penalty of perjury that the foregoing is true and correct.

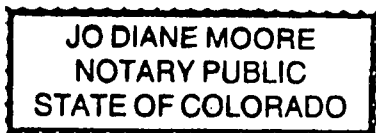

Duane W. Bollig

ACKNOWLEDGEMENT

SUBSCRIBED and SWORN TO before me, the undersigned authority, on August 10, 2006 by Duane W. Bollig.


[Signature of Notary]

[Seal]



My Commission Expires July 6, 2010

Jo Diane Moore
Printed/typed name of Notary

Notary public for the State of Colorado. My commission expires

July 6, 2010