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twin city testing
corporation

662 CROMWELL AVENUE
ST. PAUL, MN 55114
PHONE 612/645-3601

October 23, 1992

Mr. Kevin G. Null
Material Licensing Section
Nuclear Regulatory Commission
Region III
709 Roosevelt Road
Springfield, Illinois 60167

RE: Surety Bond for TCT St. Louis Location
Material License #14-17183-02

Dear Kevin:

Twin City Testing, in order to secure more favorable terms, has changed its
surety company.

Therefore, I am purchasing a replacement bond for the Safety Bond you currently
have on file.

Please review this new bond number 0083 from AXIOM Insurance Company. If
acceptable please return the old Safety bond to my attention at your earliest
convenience.

If you have any comments or questions please let me know. My direct dial number
is 612/645-3600.

Sincerely,

TWIN CITY TESTING CORPORATION

Margaret (Peg) Lindner
Contracts Administrator

/s/

enc.

cc: Amy TCT-St Louis
Jim Workman Chemistry V.P.

RECEIVED

OCT 28 1992

REGION III 1992

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PDR ADOCK 0301947B
C PDR

A member of the HHH group of companies

CONTROL NO. 00181



233 MAIN STREET • P.O. BOX 2350 • NEW BRITAIN, CT 06050-2350 • (203) 724-2000

PAYMENT SURETY BOND

Bond No. 3652

Date bond executed: September 25, 1992

Effective date: October 9, 1992

Principal: Twin City Testing Corporation
1908 Innerbelt Business Center Dr.
St. Louis, MO 63114

Type of organization: Corporation

State of incorporation: Minnesota

NRC License Number, Name and address of facility, and amount(s) for decommission activity guaranteed by this bond: #24-1 152-02 Twin City Testing Corp., 1908 Innerbelt Business Center Dr., St. Louis, MO 63114.

Surety(ies) [name(s) and business address(es)]

ACSTAR Insurance Company
233 Main Street
New Britain, CT 06050

Type of organization: Corporation

State of incorporation: Illinois

Surety's qualification in jurisdiction where licensed facility(ies) is (are located).

Surety's bond number: 3652

Total penal sum of bond: \$150,000

Know all persons by these presents, That we, the Principal and Surety(ies) 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 Sureties 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.

CONTROL NO. 00181

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 [30, 40, 70, or 72], 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 "the NRC" or a U.S. district court or other court of competent jurisdiction;

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

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

The liability of the Surety(ies) 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(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the "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 the "NRC", as evidenced by the return receipts.

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

The Principal and Surety(ies), in writing, 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 the "NRC", and Surety(ies).

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 Principal and Surety(ies) have executed this financial guarantee bond and have affixed their seals on the date set forth above.

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

Principal TWIN CITY TESTING CORPORATION

[Signature(s)] 

[Name(s)] Garry P. Hoden

[Title(s)] Assistant Secretary

[Corporate seal]

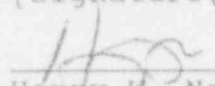
Corporate Surety(ies)

ACSTAR Insurance Company, 233 Main Street, New Britain, CT 06050

State of incorporation: Illinois

Liability limit: \$150,000

[Signature(s)]


Henry W. Nozko, Jr. - President

[Corporate seal]

[For every co-surety, provide signature(s), corporate seal, and other information in the same manner as for Surety(ies) above.]

Bond premium: \$3,750.00

Know all men by these presents: That ACS1st Insurance Company, a corporation of the State of Illinois, having its principal office in the City of New Britain, Connecticut, pursuant to the following Resolution, which was adopted by the Board of Directors of the said Company on July 7, 1988, to wit:

RESOLVED, That the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the Chairman, the President, the Vice President and General Counsel, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto, and that the Chairman or President may appoint and authorize any other Officer (elected or appointed) of the Company, and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
- (2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
- (3) The signature of the Chairman or the President of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying officer and the seal of the Company may be affixed by a facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
- (4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.

does hereby nominate, constitute and appoint

Henry W. Kozko, Sr., Henry W. Kozko, Jr., Robert H. Frazer,
David A. Price, William J. Dykas, Bryan R. Marsh

each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding FIVE MILLION DOLLARS (\$5,000,000.00) each, and the execution of such writings in pursuance of these presents, such be as binding upon said Company, as fully and amply, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, Henry W. Nozko, Sr., Chairman and Henry W. Nozko, Jr., President, have hereunto subscribed their names and affixed the corporate seal of the **ACSTAR INSURANCE COMPANY** this 1st day of April 1990.

ACSTAR Insurance Company

By Henry W. Norko
Henry W. Norko, Sr., Chairman

by Henry W. Nozko, Jr.
Henry W. Nozko, Jr., President

NEW BRITAIN

COUNTY OF HARTFORD

On this 1st day of April A.D. 1990, before me, a Notary Public of the State of Connecticut came, Henry W. Nozko, Sr., Chairman and Henry W. Nozko, Jr., President of the **ACSTAR Insurance Company**, to me personally known to be the individuals and officers who executed the preceding instrument, and they acknowledged that they executed the same, and the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and their signatures were duly affixed by the authority and direction of the said corporation, and the Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of New Britain the day and year first above written.

I, the undersigned, Secretary or Assistant Secretary of **ACSTAR Insurance Company**, do hereby certify that the original POWER OF ATTORNEY of which this document is a true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary, or Assistant Secretary and affixed the corporate seal of the Corporation, this 25th day of September, 1912

Robert H. Frazer

Secretary

OR

Margaret S. McKibbin

Asst. Secretary

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