

From: "Fred Nelson" <fnelson.atkey01@att.state.ut.us>
To: <MES@nrc.gov> Maria Schwartz
Date: 12/18/01 2:52PM
Subject: Re: Added language for Release Agreement

a. was intended to apply to Atlas records and c. was to apply to the Trustee's records. We could perhaps add to a. "of the Atlas Corporation".

>>> "Maria Schwartz" <MES@nrc.gov> 12/18/01 12:44PM >>>
 Fred,

What is the difference between a. and c. ??

Maria

>>> "Fred Nelson" <FNELSON.ATKEY01@att.state.ut.us> 12/18/01 02:27PM >>>
 David,

Per our conversation this morning, it is understood that PWC has no objection to adding the whereas language concerning the letter from PWC to DOE and making the changes to Paragraph 4. As an alternative to paragraph 3, it is proposed that the following language be included in the Receipt and Release Agreement. This language has not been reviewed by NRC. Also to be included will be the following language concerning the records. I am copying NRC at the same time I am sending you this language so that parties can review it and be ready to discuss it in tomorrow's conference call:

Add two paragraphs:

"3. It is recognized by the Trustee, NRC, and the State, that the responsibilities and liabilities of the Trust, Trustee, NRC and the State are identified in the Trust Agreement and any future issues in that regard will be resolved by reference to the language in the Trust Agreement. "

"5. The NRC and the State direct that:

a. All technical and operations related records shall be transferred to the U.S. Department of Energy, Grand Junction Office.

b. All personnel related records, including employee dosimetry records, shall be delivered to the Utah Department of Environmental Quality at the following address:

Mr. Dan Brentel
 Director, Human Resource Management
 Utah Department of Environmental Quality
 168 North 1950 West
 Salt Lake City, UT 84114-4810

c. All technical and operations related records of the Trustee not already provided to DOE shall be transferred immediately to the U.S. Department of Energy, Grand Junction Office.

d. All remaining records can be destroyed or returned to the Atlas Corporation.
 The Trustee assumes no further responsibility for the Atlas Corporation records."

B/3

Whereas William B. Abington, in his capacity as Trustee, has sent a letter to the Department of Energy notifying it that any payments due to the Trust from the DOE Title X program are to be deposited in the escrow created and approved by the State and NRC rather than sent to the Trustee

RECEIPT AND RELEASE AGREEMENT

Sept 10, 2001

WHEREAS, on December 1, 1999, a trust was created by and between Atlas Corporation, a Delaware corporation, as Trustor, and William B. Abington, a Partner in PricewaterhouseCoopers LLP, Trustee, for the benefit of the State of Utah ("the State") and the United States, on behalf of the U.S. Nuclear Regulatory Commission ("NRC"); and

WHEREAS, William B. Abington, Partner, PricewaterhouseCoopers, LLP ("the Trustee") has served as trustee of the Moab Mill Reclamation Trust ("the Trust") since the date of its inception; and

WHEREAS, pursuant to Paragraph 8.01 of said trust, the Trustee may resign by written instrument delivered to the State and NRC, as co-beneficiaries; and

WHEREAS, pursuant to Paragraph 9.02 of said trust, the State and NRC acknowledged in writing that any balance of the Trust Estate, less final trust administration expenses ("the Assets," listed at Attachment A hereto), shall be distributed to an escrow created and approved by the State and NRC for use as the State and NRC shall direct; and

WHEREAS, William B. Abington, in his capacity as Trustee, distributed the Assets to the escrow on _____, 2001.

NOW, THEREFORE, in consideration of the foregoing:

1. The State and NRC hereby acknowledge receipt of the Assets from William B. Abington, in his capacity as Trustee.
2. The Trustee hereby resigns the office of Trustee, effective _____, 2001, and the State and NRC consent to such resignation and acknowledge that William B. Abington has no responsibility for the administration of the Moab Mill Reclamation Trust after such date.

"3. It is recognized by the Trustee, NRC, and the State, that the responsibilities and liabilities of the Trust. Trustee, NRC and the State are identified in the Trust Agreement and any future issues in that regard will be resolved by reference to the language in the Trust Agreement. "

~~3. The State and NRC individually agree to release and to indemnify and to hold harmless William B. Abington and PricewaterhouseCoopers LLP for any and all claims, rights, duties, obligations and additional assessments or charges against William B. Abington, personally and/or in his capacity as Trustee, PricewaterhouseCoopers LLP, and/or the Moab Mill Reclamation Trust that may arise in respect of William B. Abington's administration of said trust as Trustee, whether of taxes, interest, penalties or otherwise, or arising under any federal, state or local law or regulation, except for any arising from William B. Abington's gross negligence or bad faith~~ *breach of fiduciary responsibilities. duty.*

4. From the date of this agreement forward, William B. Abington agrees to forward to the escrow any monies or assets received belonging to the Trust, whether received in the name of the Trust or its representative, and ~~the State~~ *forward to the NRC and the State* agrees to ~~pay~~ any invoices received relating to the Trust, whether received in the name of the Trust or its representative.

"5. The NRC and the State direct that:
a. All technical and operations related records shall be transferred to the U.S. Department of Energy, Grand Junction Office. *of the Atlas Corporation*
b. All personnel related records, including employee dosimetry records, shall be delivered to the Utah Department of Environmental Quality at the following address:
Mr. Dan Brentel
Director, Human Resource Management
Utah Department of Environmental Quality
168 North 1950 West
Salt Lake City, UT 84114-4810
c. All technical and operations related records of the Trustee not already provided to DOE shall be transferred immediately to the U.S. Department of Energy, Grand Junction Office.
d. All remaining records can be destroyed or returned to the Atlas Corporation.
The Trustee assumes no further responsibility for the Atlas Corporation records."

By: _____

By: _____

Title: _____

Title: _____