

JUN 12 1992

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License No.: 20-08256-01  
Control No.: 114461

Docket No.: 030-01898

Forsyth Dental Center  
ATTN: John D. Heeley, BLS, MSHS  
Radiation Safety Officer  
Forsyth Institute for Research and  
Advanced Study in Dentistry  
140 Fenway  
Boston, Massachusetts 02115

Dear Mr. Heeley:

Subject: Financial Assurance for Decommissioning

This refers to your submittal regarding financial assurance for decommissioning dated February 26, 1991, and a subsequent submittal dated May 15, 1992.

We have reviewed these submittals and have no further questions at this time. If you have further questions, please contact Eric H. Reber of my staff at (215) 337-5276.

Your cooperation with us is appreciated.

Sincerely,

Original Signed By:  
John D. Kinneman  
John D. Kinneman, Chief  
Site Decommissioning Management  
Program Task Force  
Division of Radiation Safety  
and Safeguards

91 JUN 22 P 2:01  
RECEIVED

RLDRSS  
Reber/gcb

RLDRSS  
Kinneman

5/8/92

6/11/92

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## FORSYTH DENTAL CENTER

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140 FENWAY  
BOSTON, MASSACHUSETTS 02115

TELEPHONE: (617) 262-8200  
FAX: (617) 262-7321

030-01898

FORSYTH INSTITUTE FOR RESEARCH AND  
ADVANCED STUDY IN DENTISTRY

FORSYTH SCHOOL FOR DENTAL HYGIENISTS

FORSYTH DENTAL INFIRMARY

May 15, 1992

Mr. Eric Reiber  
Nuclear Regulatory Commission  
Region 1 Office  
475 Allendale Road  
King of Prussia, PA 19406

Reference: License No. 20-08256-01

Dear Mr. Reiber:

Mr. John D. Heeley, Forsyth's Radiation Safety Officer has advised me that you need another escrow agreement with original signatures and evidence that the funds are, in fact, earmarked in connection with the above-referenced license.

In this regard, I enclose the requested escrow agreement and a copy of the escrow account, established in accordance with the agreement with the First National Bank of Boston (Bank of Boston) as of June 30, 1991.

If I can be of further assistance, please let me know.

Very truly yours,

*Arthur D. Marcotti*

Arthur D. Marcotti  
Assistant Treasurer/Controller

ENCLOSURES

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114461

MAY 18 1992



# FORSYTH DENTAL CENTER

140 FENWAY  
BOSTON, MASSACHUSETTS 02115

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FAX: (617) 262-4021

FORSYTH INSTITUTE FOR RESEARCH AND  
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FORSYTH SCHOOL FOR DENTAL HYGIENISTS

FORSYTH DENTAL INFIRMARY

## ESCROW NUMBER 6-03494-4

### Paragraph 1. Establishment of Escrow Account

It is agreed between the parties that Forsyth Dental Infirmary For Children (D/B/A Forsyth Dental Center), licensee, has elected to establish an escrow account with the First National Bank of Boston (Bank of Boston), 100 Federal Street, Boston, MA 02110, to provide financial assurance for decommissioning of the facility in the amount of \$150,000

### Paragraph 2. Description of Property in Escrow Account

It is hereby acknowledged by the parties that one hundred fifty thousand dollars (\$150,000) has been delivered to the escrow agent and will remain in the escrow account created by this agreement until one of the two conditions stated in Paragraph 3 of this agreement has been satisfied.

Forsyth Dental Center warrants to and agrees with the Bank of Boston that, unless otherwise expressly set forth in this Agreement: there is no security interest in the property in the escrow account or any part thereof; no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the escrow account or any part thereof; and the escrow agent shall have no responsibility at any time to ascertain whether or not any security interest exists or to file any financing statement under the Uniform Commercial Code with respect to the escrow account or any part thereof.

### Paragraph 3. Conditions of Escrow Agreement

The property described in Paragraph 2, above, will remain in the escrow account created by this agreement until one of the two following conditions has been satisfied: (1) the decommissioning activities required by 10 CFR 30 have been completed, the license has been terminated, the facility site is available for unrestricted use for any public or private purpose, and the escrow account has been terminated by joint notice, in writing, from Forsyth Dental Center and the U.S. Nuclear Regulatory Commission (NRC); or (2) the escrow agent, the Bank of Boston, has been notified by the NRC, in writing, that the licensee,

Forsyth Dental Center, has defaulted on the agreed obligation to carry out the decommissioning for the above listed facility.

Paragraph 4. Disbursement of Property in Escrow Account

The Bank of Boston shall make payments from the escrow account upon the presentation of a certificate duly executed by the President of the Forsyth Dental Center attesting to the occurrence of the events, and in the form set forth in the attached Specimen Certificate, and upon presentation of a certification 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 Forsyth Dental Center's intent to withdraw funds from the escrow account.

No withdrawal from the account can exceed the interest earned less any expenses unless NRC approval is attached.

Or upon the Bank of Boston receiving written notification of licensee's default from the NRC, the Bank of Boston shall make payments from the escrow account as the NRC shall direct, in writing, to provide for the payment of the costs of the required decommissioning activities covered by this agreement. The escrow agent shall reimburse the licensee or other persons as specified by the NRC from the escrow account for expenses for required activities in such amounts as the NRC shall direct in writing. In addition, the escrow agent shall refund to Forsyth Dental Center such amounts as the NRC specifies, in writing. Upon refund, such funds shall no longer constitute part of the escrow account as described in paragraph 2, above.

Paragraph 5. Irrevocability

It is also agreed between the parties that this escrow became irrevocable upon delivery to the Bank of Boston, the escrow agent, and will remain irrevocable and in full force and effect until the occurrence of one of the conditions described in Paragraph 3, above.

Paragraph 6. Powers of the Escrow Agent

The only powers and duties of the escrow agent shall be to hold the escrow property and to invest and dispose of it in accordance with the terms of this agreement.

### Escrow Account Management

The escrow agent shall invest the property held in escrow hereunder as a single fund in accordance with general investment policies and guidelines which the Forsyth Dental Center may communicate in writing to the escrow agent from time to time, subject, however, to the provisions of the escrow account; the escrow agent shall discharge its duties with respect to the escrow account solely in the interest of NRC and with the care, skill, prudence, and diligence, under the circumstances then prevailing, that persons of prudence, acting in like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims; except that:

- (a) Securities or other obligations of the licensee, or any other owner or operator of the licensed facility, 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 government;
- (b) The escrow agent is authorized to invest the escrow account in time or demand deposits to the extent insured by an agency of the Federal government; and
- (c) The escrow agent is authorized to hold cash, awaiting investment or distribution uninvested, for a reasonable time and without liability for the payment of interest thereon.
- (d) Any and all income generated by the escrow account less applicable account expenses may be remitted to the Forsyth Dental Center.

### Express Power of the Escrow Agent

Without in any way limiting the powers and discretion conferred upon the escrow agent by other provisions of this agreement or by law, the escrow agent is expressly authorized and empowered:

- (a) To register any securities held in the escrow account in its own name and to hold any security in bearer form or in book entry, or to deposit or arrange for the deposit of any securities issued by the U.S. Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the escrow agent shall at all times show that all such securities are part of the escrow account;
- (b) To deposit any cash in the escrow account in interest-bearing accounts or savings certificates to the extent insured by an agency of the Federal government;



- (c) To pay taxes, from the account, of any kind that may be assessed or levied against the escrow account and all brokerage commissions incurred by the escrow account.

Paragraph 7. Annual Valuation

After delivery has been made into this escrow account, the escrow agent shall annually on June 30, furnish to the licensee and to the NRC a statement confirming the value of the escrow account. Any securities in the account shall be valued at market value as of no more than 60 days before the anniversary date of the establishment of the escrow account. The failure of the licensee to object in writing to the escrow agent within 90 days after the statement has been furnished to the licensee shall constitute a conclusively binding assent by the licensee, barring the licensee from asserting any claim or liability against the escrow agent with respect to the matters disclosed in the statement.

Paragraph 8. Successor Escrow Agent

Upon 90 days prior notice to the NRC and the licensee, Forsyth Dental Center, the escrow agent may resign; upon 90 days notice to the NRC and the escrow agent, the licensee, Forsyth Dental Center, may replace the escrow agent upon 30 days prior notice to the NRC; provided that such resignation or replacement is not effective until the escrow agent has appointed a successor escrow agent and this successor accepts the appointment. The successor escrow agent shall have the same powers and duties as those conferred upon the escrow agent under this agreement. Upon the successor's acceptance of the appointment, the escrow agent shall assign, transfer, and pay over to the successor the funds and properties then constituting the escrow account. If for any reason the licensee cannot or does not act in the event of the resignation of the escrow agent, the escrow agent may apply to a court of competent jurisdiction for the appointment of a successor, or for instructions. The successor escrow agent shall specify the date on which it assumes administration of the escrow account in a writing sent to the licensee, NRC, and the current escrow agent by certified mail 10 days before the change becomes effective. Any expenses incurred by the escrow agent as a result of any of the acts contemplated by this paragraph shall be paid as provided in Paragraph 10 of this agreement.

Paragraph 9. Instructions to the Escrow Agent

All orders, requests, and instructions from the licensee to the escrow agent shall be in writing, signed by such persons as are signatories to this agreement, or such other designees as the licensee or NRC may designate in writing. All orders, requests, and instructions from the NRC shall be in writing, signed by the designees of the NRC. The escrow agent shall be fully protected

in acting in accordance with such orders, requests, and instructions. The escrow agent 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 licensee or the NRC under this agreement has occurred. The escrow agent shall have no duty to act in the absence of such orders, requests, and instructions from the licensee and/or the NRC, except as provided in this agreement.

Paragraph 10. Compensation and Expenses of the Escrow Agent

The fee of the escrow agent for its services in establishing the escrow account shall be \$ 0, payable at the time of the execution of this agreement, to be borne by Forsyth Dental Center, licensee.

Expenses of the escrow agent for the administration of the escrow account, the compensation of the escrow agent for services subsequent to the establishing of the escrow account to the extent not paid directly by the licensee, and all other proper charges and disbursements shall be paid from the escrow account.

Paragraph 11. Amendment to this Agreement

This agreement may be amended by an instrument in writing executed by the licensee and the escrow agent provided that the licensee has given 30 days prior notice to the NRC.

Paragraph 12. Termination

This agreement can be terminated by written notice of termination to the escrow agent signed by Forsyth Dental Center, licensee, and NRC, or by the NRC alone, if the licensee has ceased to exist.

Paragraph 13. Interpretation

This escrow agreement constitutes the entire agreement between Forsyth Dental Center and Bank of Boston with respect to the subject matter hereof. The escrow agent shall not be bound by any other agreement or contract entered into by Forsyth Dental Center with respect to the subject matter hereof and the only document that may be referenced in case of ambiguity in this escrow agreement is the licensing agreement between Forsyth Dental Center and the United States Nuclear Regulatory Commission, or its successor.

Paragraph 14. Acceptance of Appointment by Escrow Agent

Bank of Boston, 100 Federal Street, Boston, MA. 02110 does hereby acknowledge its appointment by Forsyth Dental Center, the licensee, to serve as escrow agent for the escrow account created under this agreement and agrees to carry out its obligations and duties as stated in this escrow agreement.

Paragraph 15. Severability

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

Paragraph 16.

This agreement shall not become effective (and the escrow agent shall have no responsibility hereunder except to return the escrow property to the Forsyth Dental Center) until the escrow agent shall have received the following and shall have advised Forsyth Dental Center in writing that the same are in form and substance satisfactory to the escrow agent:

Certified resolution of its Board of Directors authorizing the making and performance of this Agreement;

Certificate as to the names and specimen signatures of its officers or representative authorized to sign this Agreement and notices, instructions and other communications hereunder.

(Signatures and positions of the designees of the licensee and the escrow agent.)

First National bank of Boston

Forsyth Dental Infirmary for Children

By [Signature]

By [Signature]

Name Donna A. Oliva

Name STEPHEN E. MOORE

Title Vice President

Title PRESIDENT

Date: 2/22/91

Witness by Notary Public

DONNA A. OLIVA  
Notary Public

My Commission Expires May 6, 1994

[Signature]

I HEREBY CERTIFY THAT  
STEPHEN E. MOORE  
DID PERSONALLY APPEAR BEFORE  
ME ON THIS 15th DAY OF FEB. 1991

[Signature]

ARTHUR D. MARCOTTE  
Notary Public  
My Commission Expires April 18, 1997





# FORSYTH DENTAL CENTER

FORSYTH INSTITUTE FOR RESEARCH AND  
ADVANCED STUDY IN DENTISTRY

FORSYTH SCHOOL FOR DENTAL HYGIENISTS

FORSYTH DENTAL INFIRMARY

140 FENWAY  
BOSTON, MASSACHUSETTS 02115

TELEPHONE: (617) 262-5200  
FAX: (617) 262-4021

Bank of Boston  
100 Federal Street  
Boston, MA 02110

Attention: Escrow Division

Gentlemen:

In accordance with the terms of the Agreement with you dated February 1, 1991, I, Stephen E. Moore, President of Forsyth Dental Center, hereby certify that the following events have occurred:

1. Forsyth Dental Center is required to commence the decommissioning of its facility located at 140 Fenway, Boston, MA 02115 (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 Forsyth Dental Center has adopted the attached resolution authorizing the commencing of the decommissioning.

\_\_\_\_\_  
President of Forsyth Dental Center

\_\_\_\_\_  
Date

INVESTMENT PORTFOLIO

ACCOUNT NUMBER  
6034946

FORSYTH DENTAL-NUCLEAR REG ESC A/C

AS OF JUNE 30, 1991

PAGE 3

PAR VALUE/ SHARES	DESCRIPTION	FED TAX COST	UNIT PRICE	NET VALUE	ESTIMATED ANNUAL INCOME	YLD AT HWT
CASH EQUIVALENTS						
HONEY MARKET OWN BANK-TAXABLE						
150,000	HONEY MARKET SHEEP ACCOUNT	150,000.00	1.00	150,000.00	8,452.50	5.63
	TOTAL	150,000.00		150,000.00	8,452.50	5.63
	TOTAL CASH EQUIVALENTS	150,000.00		150,000.00	8,452.50	5.63

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5/7/92

NRC FORM 218 (4-78) NRCM 8249		U.S. NUCLEAR REGULATORY COMMISSION		DATE <u>5/5/92</u>
TELEPHONE OR VERBAL CONVERSATION RECORD				TIME <u>8:45</u> <span style="margin-left: 20px;"><input type="checkbox"/> A.M.</span> <span style="margin-left: 20px;"><input checked="" type="checkbox"/> P.M.</span>
<input type="checkbox"/> INCOMING CALL		<input type="checkbox"/> OUTGOING CALL		<input type="checkbox"/> VISIT
PERSON CALLING	OFFICE/ADDRESS	PHONE NUMBER   EXTENSION		
Eric H. Reber	Region I	(215) 337-5276		
PERSON CALLED	OFFICE/ADDRESS	PHONE NUMBER   EXTENSION		
<i>John Healy</i>		(617) 262-5200		
CONVERSATION				
SUBJECT <i>Finder - see attached</i>				
SUMMARY <i>5/5/92 - left message</i> <i>5/7/92 - spoke with him and</i> <i>discussed the attached - he said</i> <i>that it probably wouldn't be</i> <i>a problem.</i>				
REFERRED TO:		<input type="checkbox"/> ADVISE ME OF ACTION TAKEN.		
ACTION REQUESTED				
ACTION TAKEN		INITIALS		
		DATE		
		INITIALS		
		DATE		

Forsyth Dental Center 20-08256-01

1. Please provide originally signed and executed copies of the Escrow Agreement and associated documents.
2. Please provide evidence, such as a bank statement that Escrow Account No. 6-03494-4 has been funded.
3. Confirm that \$150,000 is the appropriate finass

*this is the appropriate amount*



# FORSYTH DENTAL CENTER

140 FENWAY  
BOSTON, MASSACHUSETTS 02115

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FORSYTH INSTITUTE FOR RESEARCH AND  
ADVANCED STUDY IN DENTISTRY

FORSYTH SCHOOL FOR DENTAL HYGIENISTS

FORSYTH DENTAL INFIRMARY

February 26, 1991

Mr. John Kinneman  
Nuclear Regulatory Commission  
Region 1 Office  
475 Allendale Road  
King of Prussia, PA 19406

Subject: License No. 20-0000-01

Dear Mr. Kinneman:

Enclosed is the original, signed copy of Forsyth Dental Center's escrow agreement with the Bank of Boston in accordance with Nuclear Regulatory Commission Policy. This original document is the follow-up of the draft I faxed to you on February 22, 1991.

If I can be of further assistance in this matter, please contact me or John D. Heeley, Forsyth's Safety Officer.

Very truly yours,

*Arthur D. Marcotti*

Arthur D. Marcotti  
Assistant Treasurer/Controller

kmb

ENCLOSURE

RECEIVED BY LFMS	
Date	4/25/91
Log	62-232
By	AK
Date Completed	4/25/91

FEE NOT REQUIRED

*FILE IN 90-38*

114461

"OFFICIAL RECORD COPY"

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MAR 01 1991



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FORSYTH DENTAL INFIRMARY

## ESCROW NUMBER 6-03494-4

### Paragraph 1. Establishment of Escrow Account

It is agreed between the parties that Forsyth Dental Infirmary For Children (D/B/A Forsyth Dental Center), licensee, has elected to establish an escrow account with the First National Bank of Boston (Bank of Boston), 100 Federal Street, Boston, MA 02110, to provide financial assurance for decommissioning of the facility in the amount of \$150,000.

### Paragraph 2. Description of Property in Escrow Account

It is hereby acknowledged by the parties that one hundred fifty thousand dollars (\$150,000) has been delivered to the escrow agent and will remain in the escrow account created by this agreement until one of the two conditions stated in Paragraph 3 of this agreement has been satisfied.

Forsyth Dental Center warrants to and agrees with the Bank of Boston that, unless otherwise expressly set forth in this Agreement: there is no security interest in the property in the escrow account or any part thereof; no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the escrow account or any part thereof; and the escrow agent shall have no responsibility at any time to ascertain whether or not any security interest exists or to file any financing statement under the Uniform Commercial Code with respect to the escrow account or any part thereof.

### Paragraph 3. Conditions of Escrow Agreement

The property described in Paragraph 2, above, will remain in the escrow account created by this agreement until one of the two following conditions has been satisfied: (1) the decommissioning activities required by 10 CFR 30 have been completed, the license has been terminated, the facility site is available for unrestricted use for any public or private purpose, and the escrow account has been terminated by joint notice, in writing, from Forsyth Dental Center and the U.S. Nuclear Regulatory Commission (NRC); or (2) the escrow agent, the Bank of Boston, has been notified by the NRC, in writing, that the licensee,



Forsyth Dental Center, has defaulted on the agreed obligation to carry out the decommissioning for the above listed facility.

Paragraph 4. Disbursement of Property in Escrow Account

The Bank of Boston shall make payments from the escrow account upon the presentation of a certificate duly executed by the President of the Forsyth Dental Center attesting to the occurrence of the events, and in the form set forth in the attached Specimen Certificate, and upon presentation of a certification 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 Forsyth Dental Center's intent to withdraw funds from the escrow account.

No withdrawal from the account can exceed the interest earned less any expenses unless NRC approval is attached.

Or upon the Bank of Boston receiving written notification of licensee's default from the NRC, the Bank of Boston shall make payments from the escrow account as the NRC shall direct, in writing, to provide for the payment of the costs of the required decommissioning activities covered by this agreement. The escrow agent shall reimburse the licensee or other persons as specified by the NRC from the escrow account for expenses for required activities in such amounts as the NRC shall direct in writing. In addition, the escrow agent shall refund to Forsyth Dental Center such amounts as the NRC specifies, in writing. Upon refund, such funds shall no longer constitute part of the escrow account as described in paragraph 2, above.

Paragraph 5. Irrevocability

It is also agreed between the parties that this escrow became irrevocable upon delivery to the Bank of Boston, the escrow agent, and will remain irrevocable and in full force and effect until the occurrence of one of the conditions described in Paragraph 3, above.

Paragraph 6. Powers of the Escrow Agent

The only powers and duties of the escrow agent shall be to hold the escrow property and to invest and dispose of it in accordance with the terms of this agreement.

### Escrow Account Management

The escrow agent shall invest the property held in escrow hereunder as a single fund in accordance with general investment policies and guidelines which the Forsyth Dental Center may communicate in writing to the escrow agent from time to time, subject, however, to the provisions of the escrow account; the escrow agent shall discharge its duties with respect to the escrow account solely in the interest of NRC and with the care, skill, prudence, and diligence, under the circumstances then prevailing, that persons of prudence, acting in like capacity, and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims; except that:

- (a) Securities or other obligations of the licensee, or any other owner or operator of the licensed facility, 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 government;
- (b) The escrow agent is authorized to invest the escrow account in time or demand deposits to the extent insured by an agency of the Federal government; and
- (c) The escrow agent is authorized to hold cash, awaiting investment or distribution uninvested, for a reasonable time and without liability for the payment of interest thereon.
- (d) Any and all income generated by the escrow account less applicable account expenses may be remitted to the Forsyth Dental Center.

### Express Power of the Escrow Agent

Without in any way limiting the powers and discretion conferred upon the escrow agent by other provisions of this agreement or by law, the escrow agent is expressly authorized and empowered:

- (a) To register any securities held in the escrow account in its own name and to hold any security in bearer form or in book entry, or to deposit or arrange for the deposit of any securities issued by the U.S. Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the escrow agent shall at all times show that all such securities are part of the escrow account;
- (b) To deposit any cash in the escrow account in interest-bearing accounts or savings certificates to the extent insured by an agency of the Federal government;

- (c) To pay taxes, from the account, of any kind that may be assessed or levied against the escrow account and all brokerage commissions incurred by the escrow account.

Paragraph 7. Annual Valuation

After delivery has been made into this escrow account, the escrow agent shall annually on June 30, furnish to the licensee and to the NRC a statement confirming the value of the escrow account. Any securities in the account shall be valued at market value as of no more than 60 days before the anniversary date of the establishment of the escrow account. The failure of the licensee to object in writing to the escrow agent within 90 days after the statement has been furnished to the licensee shall constitute a conclusively binding assent by the licensee, barring the licensee from asserting any claim or liability against the escrow agent with respect to the matters disclosed in the statement.

Paragraph 8. Successor Escrow Agent

Upon 90 days prior notice to the NRC and the licensee, Forsyth Dental Center, the escrow agent may resign; upon 90 days notice to the NRC and the escrow agent, the licensee, Forsyth Dental Center, may replace the escrow agent upon 30 days prior notice to the NRC; provided that such resignation or replacement is not effective until the escrow agent has appointed a successor escrow agent and this successor accepts the appointment. The successor escrow agent shall have the same powers and duties as those conferred upon the escrow agent under this agreement. Upon the successor's acceptance of the appointment, the escrow agent shall assign, transfer, and pay over to the successor the funds and properties then constituting the escrow account. If for any reason the licensee cannot or does not act in the event of the resignation of the escrow agent, the escrow agent may apply to a court of competent jurisdiction for the appointment of a successor, or for instructions. The successor escrow agent shall specify the date on which it assumes administration of the escrow account in a writing sent to the licensee, NRC, and the current escrow agent by certified mail 10 days before the change becomes effective. Any expenses incurred by the escrow agent as a result of any of the acts contemplated by this paragraph shall be paid as provided in Paragraph 10 of this agreement.

Paragraph 9. Instructions to the Escrow Agent

All orders, requests, and instructions from the licensee to the escrow agent shall be in writing, signed by such persons as are signatories to this agreement, or such other designees as the licensee or NRC may designate in writing. All orders, requests, and instructions from the NRC shall be in writing, signed by the designees of the NRC. The escrow agent shall be fully protected

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in acting in accordance with such orders, requests, and instructions. The escrow agent 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 licensee or the NRC under this agreement has occurred. The escrow agent shall have no duty to act in the absence of such orders, requests, and instructions from the licensee and/or the NRC, except as provided in this agreement.

Paragraph 10. Compensation and Expenses of the Escrow Agent

The fee of the escrow agent for its services in establishing the escrow account shall be \$ 0, payable at the time of the execution of this agreement, to be borne by Forsyth Dental Center, licensee.

Expenses of the escrow agent for the administration of the escrow account, the compensation of the escrow agent for services subsequent to the establishing of the escrow account to the extent not paid directly by the licensee, and all other proper charges and disbursements shall be paid from the escrow account.

Paragraph 11. Amendment to this Agreement

This agreement may be amended by an instrument in writing executed by the licensee and the escrow agent provided that the licensee has given 30 days prior notice to the NRC.

Paragraph 12. Termination

This agreement can be terminated by written notice of termination to the escrow agent signed by Forsyth Dental Center, licensee, and NRC, or by the NRC alone, if the licensee has ceased to exist.

Paragraph 13. Interpretation

This escrow agreement constitutes the entire agreement between Forsyth Dental Center and Bank of Boston with respect to the subject matter hereof. The escrow agent shall not be bound by any other agreement or contract entered into by Forsyth Dental Center with respect to the subject matter hereof and the only document that may be referenced in case of ambiguity in this escrow agreement is the licensing agreement between Forsyth Dental Center and the United States Nuclear Regulatory Commission, or its successor.

Paragraph 14. Acceptance of Appointment by Escrow Agent

Bank of Boston, 100 Federal Street, Boston, MA. 02110 does hereby acknowledge its appointment by Forsyth Dental Center, the licensee, to serve as escrow agent for the escrow account created under this agreement and agrees to carry out its obligations and duties as stated in this escrow agreement.

Paragraph 15. Severability

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

Paragraph 16.

This agreement shall not become effective (and the escrow agent shall have no responsibility hereunder except to return the escrow property to the Forsyth Dental Center) until the escrow agent shall have received the following and shall have advised Forsyth Dental Center in writing that the same are in form and substance satisfactory to the escrow agent:

Certified resolution of its Board of Directors authorizing the making and performance of this Agreement;

Certificate as to the names and specimen signatures of its officers or representative authorized to sign this Agreement and notices, instructions and other communications hereunder.

(Signatures and positions of the designees of the licensee and the escrow agent.)

First National bank of Boston

Forsyth Dental Infirmary for Children

By [Signature]

By [Signature]

Name [Signature]

Name STEPHEN E. MOORE

Title Vice President

Title PRESIDENT

Date: 2/24/91

Witness by Notary Public

I HEREBY CERTIFY THAT  
STEPHEN E. MOORE  
DID PERSONALLY APPEAR BEFORE  
ME ON THIS 15th DAY OF FEB. 1991

DONNA A. OLIVA  
Notary Public  
My Commission Expires May 8, 1994

[Signature]

[Signature]

MY COMMISSION EXPIRES APRIL 18, 1997





# FORSYTH DENTAL CENTER

140 FENWAY  
BOSTON, MASSACHUSETTS 02115

TELEPHONE (617) 262-5200  
FAX (617) 262-4021

FORSYTH INSTITUTE FOR RESEARCH AND  
ADVANCED STUDY IN DENTISTRY  
FORSYTH SCHOOL FOR DENTAL HYGIENISTS  
FORSYTH DENTAL INFIRMARY

Bank of Boston  
100 Federal Street  
Boston, MA 02110

Attention: Escrow Division

Gentlemen:

In accordance with the terms of the Agreement with you dated February 1, 1991, I, Stephen E. Moore, President of Forsyth Dental Center, hereby certify that the following events have occurred:

1. Forsyth Dental Center is required to commence the decommissioning of its facility located at 140 Fenway, Boston, MA 02115 (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 Forsyth Dental Center has adopted the attached resolution authorizing the commencing of the decommissioning.

\_\_\_\_\_  
President of Forsyth Dental Center

\_\_\_\_\_  
Date



BETWEEN:

LICENSE FEE MANAGEMENT BRANCH, ARM  
AND  
REGIONAL LICENSING SECTIONS

(FOR LFMS USE)  
INFORMATION FROM LTS

PROGRAM CODE: 03620

STATUS CODE: 0

FEE CATEGORY: 3M

EXP. DATE: 19930930

FEE COMMENTS:

LICENSE FEE TRANSMITTAL

A. REGION

1. APPLICATION ATTACHED

APPLICANT/LICENSEE: FORSYTH DENTAL CENTER

RECEIVED DATE: 910301

DOCKET NO: 3001893

CONTROL NO.: 114461

LICENSE NO.: 20-08256-01

ACTION TYPE: AMENDMENT

2. FEE ATTACHED

AMOUNT: /

CHECK NO.: /

3. COMMENTS

SIGNED  
DATE

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

1. FEE CATEGORY AND AMOUNT: 3M

~~FEE NOT REQUIRED~~

2. CORRECT FEE PAID. APPLICATION MAY BE PROCESSED FOR:

AMENDMENT

RENEWAL

LICENSE

3. OTHER

SIGNED  
DATE