



CONNECTICUT YANKEE ATOMIC POWER COMPANY

HADDAM NECK PLANT
362 INJUN HOLLOW ROAD • EAST HAMPTON, CT 06424-3099

FEB - 7 2006
CY-06-025

Laura Katz Smith
Curator for Business, Railroad and Labor Collections
Thomas J. Dodd Research Center
University of Connecticut
405 Babbage Road Unit 1205
Storrs, CT 06269-1205

Subject: Connecticut Yankee Historical Records Donation

Dear Ms. Smith:

As a condition of accepting the Connecticut Yankee (CY) License Termination Plan, the State of Connecticut requested that CY consult with the Thomas J. Dodd Research Center at the University of Connecticut (Storrs) (UCONN) concerning the potential archiving of pertinent documents, plans and photographs of the Haddam Neck Plant¹. Please find attached a signed Memorandum of Understanding between UCONN and CY for the purpose of agreeing to the terms under which CY will donate certain materials to UCONN.

If you have any questions, please don't hesitate to call me at (860) 267-3938.

Sincerely,

Gerard van Noorden 2-7-06
Gerard van Noorden Date
Regulatory Affairs Manager

cc: (with attachment)
Dr. D. Poirier, Connecticut Commission on Culture and Tourism
T. B. Smith, NRC Project Manager, Haddam Neck Plant
Dr. E. L. Wilds, Jr., Director, CT DEP Radiation Division

Attachment: Memorandum of Understanding between the Thomas J. Dodd Research Center at the University of Connecticut and Connecticut Yankee Atomic Power Company

¹ State of Connecticut – Connecticut Historical Commission (CHC) Letter from Dawn Maddox, CHC, to Ms. Charlotte E. Abrams, NRC, dated January 8, 2001

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE THOMAS J. DODD RESEARCH CENTER AT THE UNIVERSITY OF CT
AND
CONNECTICUT YANKEE ATOMIC POWER COMPANY

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is entered into as of this 25th day of January, 2006, by and between CONNECTICUT YANKEE ATOMIC POWER COMPANY, a Connecticut corporation ("CY"), and THE THOMAS J. DODD RESEARCH CENTER AT THE UNIVERSITY OF CT ("UCONN").

WHEREAS, as a condition of accepting the CY License Termination Plan, the State of Connecticut requested that CY consult with UCONN concerning the potential archiving of pertinent documents, plans and photographs of the Haddam Neck Plant;

WHEREAS, CY has in good faith consulted with UCONN concerning this matter and has agreed to donate certain items as described below;

NOW, THEREFORE, in consideration of the foregoing matters and the mutual agreements herein contained, the parties hereto, agree as follows:

- 1) **CY plant design drawings set:** CY shall donate a set of plant design drawings in the aperture card format. CY shall donate an index for these drawings, in paper format. CY shall remove drawings of a sensitive or proprietary nature, such as drawings designated as "Safeguards" drawings, prior to donating the records.
- 2) **CY plant historical records (microfilm/Optical Disk format):** Due to the nature of the microfilm/Optical Disk record set and associated indexing, and potential liability due to inadvertent release to the public of proprietary, confidential or sensitive information, microfilm/Optical Disks and the associated database will not be part of the donation to UCONN.
- 3) **CY plant historical records (paper):** Documentation is available at the site that is suitable for donation, such as ALARA reports, Plant Information Books, Systems Categorization Manuals, Environmental Reports, Regulatory Affairs files, Log Books, etc. This documentation is routinely identified in the documentation assessment process that is ongoing as personnel, projects and facilities are being demobilized, and includes a wide range of documentation types and time periods, from the construction of the plant to the current demolition activities.

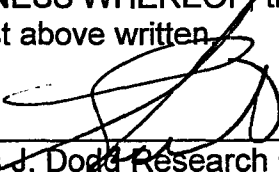
In this process, those items that are intact, finished products shall be designated for donation, as opposed to loose, working files. CY shall collect any such documentation, ensure the absence of any confidential, proprietary or sensitive materials, and donate these to UCONN.

- 4) **Photographs (historical paper and current digital):** CY shall make a good faith effort to gather any photographs that may be available at site, and donate them. Photos may be in paper form (i.e., photographic prints), in digital form (JPG or TIF format), or mounted on placards/panels. Any available indexing/captioning will be donated along with the photographs.
- 5) **Employee newsletters (such as the "CY Today" and predecessor/similar newsletters):** CY shall make a good faith effort to gather any employee newsletters that may be available at site, and donate them. These may be in paper form or in digital form. Any available indexing/captioning will be donated along with the newsletters.
- 6) **Scrapbooks of news clippings related to CY :** There are some scrapbooks compiled that contain news clippings for stories that related to CY. CY shall make a good faith effort to gather these and donate them. These will be donated as is, with existing indexing/captioning.
- 7) **Plaques, Other:** There are some plaques that denote historical achievements of CY. These will be donated to UCONN. A plastic model of the CY reactor vessel, approximately 3 feet in diameter and 7 feet tall, shall be donated to UCONN.
- 8) CY, at its discretion and in consultation with UCONN, will determine when donations will be made.
- 9) In cases where CY is providing hardware to provide indexing, reading, and/or printing capability, CY shall not be responsible for any ongoing repairs and/or maintenance of these items.
- 10) CY may provide the record items in metal cabinets or in boxes, as available, at the option of CY.
- 11) The line of demarcation, beyond which CY will cease adding to the records that will be donated, will be at the conclusion of the decommissioning project, as determined by CY.

- 12) CY may donate the above records/item in whole, or in part, at its discretion in consultation with the UCONN.
- 13) The initial donation shall be made using the University of Connecticut, University Libraries, "Deed of Gift" form. This fully signed and executed form will accompany the initial donation, and the terms of this form will also apply to all subsequent donations. There will be only one executed "Deed of Gift" form. Any subsequent donations may be made by memo, with reference to the original executed "Deed of Gift" form.
- 14) The "Deed of Gift" form shall be signed by the President of CY, or designee, the owner of the records at the time of donation.
- 15) CY makes no express or implied warranty or representation of any kind whatsoever regarding the items donated, including but not limited to merchantability, fitness for any particular purpose, design or condition of the donated items, quality or capacity of the donated items, workmanship or compliance of the donated items with the requirements of any law, rule, specification or contract pertaining thereto, patent infringement or latent defect. UCONN accepts the donated items on an "AS IS/WHERE IS" basis and releases CY from any and all liability associated with the donated items.
- 16) On the "Deed of Gift" form, CY may select the "[] return to donor" option, so that should the University of Connecticut decide not to retain the records in the future, they would be offered to CY prior to disposal. CY would then have the option of accepting the return of the records, or directing the UCONN to dispose of the items, at the option of CY.
- 17) In the case of the donation of the items as listed above, CY shall make a reasonable effort to gather all available items of interest, and donate those, but cannot ensure that complete sets of these items can be compiled.
- 18) CY shall have ongoing access to the donated materials on an equal basis with other users.
- 19) In cases where CY is providing electronic files, such as Adobe pdf files or a Microsoft Access database, the licensed software required to use these files is the responsibility of UCONN.

- 20) Acceptance of Connecticut Yankee materials for preservation at the Thomas J. Dodd Research Center shall be at the discretion of its professional staff in consultation with CY staff, and shall be made prior to delivery. Decisions shall be based on such criteria as:
- Value for current and future historical research
 - Physical condition of the records
 - Whether specific categories of material are relatively complete
 - Whether material types will require extensive or costly preservation treatment
- 21) CY will be responsible for transporting selected materials from their site to the Thomas J. Dodd Research Center, Storrs, Connecticut (UCONN). CY will be responsible to unload the materials at UCONN, at the designated receiving area only. UCONN is thereafter responsible for moving the materials from the receiving area to the area(s) designated for storage of the materials.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.



Thomas J. Dodd Research Center
University of Connecticut
Duly Authorized Representative

Date: 1/20/2006



Connecticut Yankee Atomic Power Company
Duly Authorized Representative

Date: 1-25-06