



REPLY TO:
SPRING HOUSE TECHNICAL CENTER
727 NORRISTOWN ROAD
P.O. BOX 904
SPRING HOUSE, PA 19477-0904
(215) 641-7000

January 10, 2006

Betsy Ulrich
Commercial and R&D Branch
Division of Nuclear Materials Safety, Region I
U.S. Nuclear Regulatory Commission
475 Allendale Road
King of Prussia, PA 19406-1415

MS 16
J-6

03006021

**Re: New Letter of Credit for License No. 37-01665-01 (Control No. 137564)
Letter, Ulrich to Rothman, dated September 27, 2005**

Dear Ms. Ulrich:

I am returning a new letter of credit, issued by SANPAOLO IMI, for our license financial assurance. We have listed the Richmond Street facility on the LOC, but it is in the process of being removed from the license. I believe that we have complied with the requests of the reference letter. Our Vince Lord has been working with Dennis Lawyer to resolve problems with the original LOC.

If you have any questions, please contact me.

Sincerely,

Alan M. Rothman, Ph.D.
Radiation Safety Officer
Spring House Technical Center
Rohm and Haas Company

Phone: (215) 641-7229
FAX: (215) 641-7254
e-mail: arothman@rohmmaas.com

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NMSS/ROHM MATERIALS-002

New York Branch
245 Park Avenue 35th FL
New York, NY 10167

Tel (212) 692-3000
Fax (212) 692-3179
SWIFT IBSPUS33

Page: <u>1/2</u>	Irrevocable Letter of Credit	L/C Number: [REDACTED]
Place and date of issue: <u>NEW YORK 12/01/2005</u>		
Date and place of expiry: <u>03/31/2007 NEW YORK</u>		
Applicant: ROHM AND HAAS COMPANY SPRING HOUSE TECHNICAL CENTER, 727 NORRISTOWN ROAD, P.O. BOX 904, SPRING HOUSE PA 19477	Beneficiary: U.S. NUCLEAR REGULATORY COMMISSION WASHINGTON, DC 20555	

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [REDACTED]

THIS CREDIT EXPIRES MARCH 31, 2007 AND IS AUTOMATICALLY RENEWABLE.

ISSUED TO: U.S. NUCLEAR REGULATORY COMMISSION
WASHINGTON, DC 20555

RE: NRC LICENSE NUMBER 37-01665-01
DOCKET NUMBER 030-06021

DEAR SIR OR MADAM:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. [REDACTED] IN YOUR FAVOR, AT THE REQUEST AND FOR THE ACCOUNT OF ROHM AND HAAS COMPANY, SPRING HOUSE TECHNICAL CENTER, 727 NORRISTOWN ROAD, P.O. BOX 904, SPRING HOUSE PA 19477, AND UP TO THE AGGREGATE AMOUNT OF U.S. DOLLARS \$1,125,000.00 (ONE-MILLION ONE-HUNDRED-TWENTY-FIVE-THOUSAND DOLLARS AND NO CENTS), AVAILABLE UPON PRESENTATION OF:

- (1) YOUR SIGHT DRAFT, BEARING REFERENCE TO THIS LETTER OF CREDIT NO. [REDACTED] AND
- (2) YOUR SIGNED STATEMENT READING AS FOLLOWS: "I CERTIFY THAT THE AMOUNT OF THE DRAFT IS PAYABLE PURSUANT TO REGULATIONS ISSUED UNDER AUTHORITY OF THE U.S. NUCLEAR REGULATORY COMMISSION."

THIS LETTER OF CREDIT IS ISSUED IN ACCORDANCE WITH REGULATIONS ISSUED UNDER THE AUTHORITY OF THE U.S. NUCLEAR REGULATORY COMMISSION (NRC), AN AGENCY OF THE U.S. GOVERNMENT, PURSUANT TO THE ATOMIC ENERGY ACT OF 1954, AS AMENDED, AND THE ENERGY REORGANIZATION ACT OF 1974. THE NRC HAS PROMULGATED REGULATIONS IN TITLE 10, CHAPTER I OF THE CODE OF FEDERAL REGULATIONS, PART 30, WHICH REQUIRE THAT A HOLDER OF, OR AN APPLICANT FOR, A MATERIALS LICENSE ISSUED UNDER 10 CFR PART 30 PROVIDE ASSURANCE THAT FUNDS WILL BE AVAILABLE WHEN NEEDED FOR DECOMMISSIONING.

THIS LETTER OF CREDIT IS EFFECTIVE AS OF DECEMBER 1, 2005 AND SHALL EXPIRE ON MARCH 31, 2007, BUT SUCH EXPIRATION DATE SHALL BE AUTOMATICALLY EXTENDED FOR A PERIOD OF 1 YEAR ON MARCH 31, 2007 AND ON EACH SUCCESSIVE EXPIRATION DATE, UNLESS, AT LEAST 90 DAYS BEFORE THE CURRENT EXPIRATION DATE, WE NOTIFY BOTH YOU AND ROHM AND HAAS COMPANY, BY CERTIFIED MAIL, AS SHOWN ON THE SIGNED RETURN RECEIPTS. IF ROHM AND HAAS COMPANY IS UNABLE TO SECURE ALTERNATIVE FINANCIAL ASSURANCE TO REPLACE THIS LETTER OF CREDIT WITHIN 30 DAYS OF NOTIFICATION OF CANCELLATION, THE NRC MAY DRAW UPON THE FULL VALUE OF THIS LETTER OF CREDIT PRIOR TO CANCELLATION. THE BANK SHALL GIVE IMMEDIATE NOTICE TO THE APPLICANT AND THE NRC OF ANY NOTICE RECEIVED OR ACTION FILED ALLEGING (1) THE INSOLVENCY OR BANKRUPTCY OF THE FINANCIAL INSTITUTION OR (2) ANY VIOLATION OF REGULATORY REQUIREMENTS THAT COULD RESULT IN SUSPENSION OR REVOCATION OF THE BANK'S CHARTER OR LICENSE TO DO BUSINESS. THE FINANCIAL INSTITUTION ALSO SHALL GIVE IMMEDIATE NOTICE IF THE BANK, FOR ANY REASON, BECOMES UNABLE TO FULFILL ITS OBLIGATION UNDER THE LETTER OF CREDIT.

WHENEVER THIS LETTER OF CREDIT IS DRAWN ON UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT, WE SHALL DULY HONOR SUCH DRAFT UPON ITS PRESENTATION TO US WITHIN 30 DAYS, AND WE SHALL DEPOSIT THE AMOUNT OF THE DRAFT DIRECTLY INTO THE STANDBY TRUST FUND OF ROHM AND HAAS COMPANY, ACCOUNT NO. [REDACTED] HELD WITH WACHOVIA, N.A., IN ACCORDANCE WITH YOUR INSTRUCTIONS.

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New York Branch
245 Park Avenue 35th FL
New York, NY 10167

Tel (212) 692-3000
Fax (212) 692-3179
SWIFT IBSPUS33

Page: <u>2/2</u> Place and date of issue: <u>NEW YORK 12/01/2005</u> Date and place of expiry: <u>03/31/2007 NEW YORK</u>	Irrevocable Letter of Credit L/C Number: 
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WHENEVER THIS LETTER OF CREDIT IS DRAWN ON, UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT, WE SHALL DULY HONOR SUCH DRAFT UPON ITS PRESENTATION TO US WITHIN 30 DAYS, AND WE SHALL DEPOSIT THE AMOUNT OF THE DRAFT DIRECTLY INTO THE STANDBY TRUST FUND OF ROHM AND HAAS COMPANY IN ACCORDANCE WITH YOUR INSTRUCTIONS.

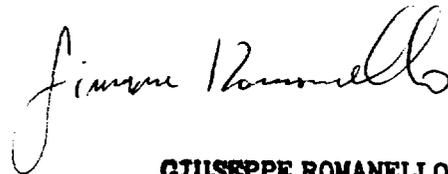
EACH DRAFT MUST BEAR ON ITS FACE THE CLAUSE: "DRAWN UNDER LETTER OF CREDIT NO. , DATED 12/1/2005, AND THE TOTAL OF THIS DRAFT AND ALL OTHER DRAFTS PREVIOUSLY DRAWN UNDER THIS LETTER OF CREDIT DOES NOT EXCEED US\$1,125,000.00."

THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

SANPAOLO IMI S.P.A. IS A FEDERAL BRANCH LICENSED AND REGULATED UNDER THE OFFICE OF THE COMPTROLLER OF THE CURRENCY(OCC)



KENNETH LEISENRING
ASST. VICE PRESIDENT



GIUSEPPE ROMANELLO
VICE PRESIDENT

Schedule A

This Agreement demonstrates financial assurance for the following cost estimates or certification amounts for the following licensed activities:

U.S. NUCLEAR REGULATORY COMMISSION LICENSE NUMBER(S)	NAME AND ADDRESS OF LICENSEE	ADDRESS OF LICENSED ACTIVITY	COST ESTIMATES FOR REGULATORY ASSURANCES DEMONSTRATED BY THIS AGREEMENT
37-01665-01	Rohm and Haas Company	Spring House	\$1,125,000.00
Docket Number 030-06021	Spring House Technical Center 727 Norristown Road P.O. Box 904 Spring House PA 19477	Technical Center, Norristown and McKean Roads Spring House PA 19477 and Rohm and Haas Philadelphia Plant, 5000 Richmond Street, Philadelphia PA 19137	

The cost estimates listed here were last adjusted and approved by NRC on September 20, 2004.

Schedule B

DOLLAR AMOUNT - \$1,125,000.00
AS EVIDENCED BY – Letter of Credit Number [REDACTED] issued December 1, 2005 by
SANPAOLO IMI, 245 Park Avenue, New York, NY 10167

Schedule C

Wachovia Bank, N. A., Charlotte NC 28288, % Stacy Mitchell, 215-670-6317
Trustee's fees shall be \$1,125.00 per year.

CERTIFICATE OF EVENTS

Wachovia Bank, N.A.
301 S College St.
Charlotte, NC 28288
Attention: Trust Division

Gentlemen:

In accordance with the terms of the Agreement with you dated _____,
I, _____, Secretary of Rohm and Haas Company, hereby certify that the following
events have occurred:

- 1. Rohm and Haas Company Spring House Technical Center is required to commence the decommissioning of its facilities located at Spring House Technical Center, 727 Norristown Road, Spring House PA 19477 and Rohm and Haas Philadelphia Plant, 5000 Richmond Street, Philadelphia PA 19137 (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 Rohm and Haas Company has adopted the attached resolution authorizing the commencement of the decommissioning.

Secretary of Rohm and Haas Company

Date _____

CERTIFICATE OF RESOLUTION

I, _____, do hereby certify that I am Secretary of Rohm and Haas Company, a Delaware corporation, and that the resolution listed below was duly adopted at a meeting of this Corporation's Board of Directors on _____, 20____.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of this Corporation this day of _____, 20____.

Secretary

RESOLVED, that this Board of Directors hereby authorizes the President, or such other employee of the Company as he may designate, to commence decommissioning activities at Rohm and Haas Company, 727 Norristown Rd, Spring House PA 19477 and Rohm and Haas Philadelphia Plant, 5000 Richmond Street, Philadelphia PA 19137 in accordance with the terms and conditions described to this Board of Directors at this meeting and with such other terms and conditions as the President shall approve with and upon the advice of Counsel.

STANDBY TRUST AGREEMENT

TRUST AGREEMENT, the Agreement entered into as of July 30, 2005 by and between Rohm and Haas Company, a Delaware corporation, herein referred to as the "Grantor," and Wachovia Bank N. A., Charlotte, NC 28288, the "Trustee."

WHEREAS, the U.S. Nuclear Regulatory Commission (NRC), 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. These regulations, applicable to the Grantor, require that a holder of, or an applicant for, a materials license issued pursuant to 10 CFR Part 30 provide assurance that funds will be available when needed for required decommissioning activities.

WHEREAS, the Grantor has elected to use a letter of credit to provide all of such financial assurance for the facilities identified herein; and

WHEREAS, when payment is made under a letter of credit, this standby trust shall be used for the receipt of such payment; and

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this Agreement, and the Trustee is willing to act as trustee;

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

- (a) The term "Grantor" means the NRC licensee who enters into this Agreement and any successors or assigns of the Grantor.
- (b) The term "Trustee" means the trustee who enters into this Agreement and any successor trustee.

Section 2. Costs of Decommissioning. This Agreement pertains to the costs of decommissioning the materials and activities identified in License Number 37-01665-01 issued pursuant to 10 CFR Part 30, as shown in Schedule A.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a standby trust fund (the Fund) for the benefit of NRC. The Grantor and the Trustee intend that no third party shall have access to the Fund except as provided herein.

Section 4. Payments Constituting the Fund. Payments made to the Trustee for the Fund shall consist of cash, securities, or other liquid assets acceptable to the Trustee. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee are referred to as the "Fund," together with all earnings and profits thereon, less any payments or distributions made by the Trustee

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Section 19. Interpretation and Severability. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement. 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 parties have caused this Agreement to be executed by the respective officers duly authorized and the incorporate seals to be hereunto affixed and attested as of the date first written above.

Rohm and Haas Company

[Signature of representative of Grantor]

Vice President and Chief Financial Officer

[Title]

[Signature of representative of Grantor]

Treasurer

[Title]

ATTEST:

Assistant Secretary

[Seal]



Wachovia Bank, N. A.
Charlotte, NC 28288

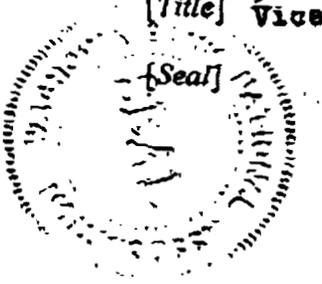
[Signature of representative of Trustee]

[Title]

ATTEST:

[Title] Vice President

[Seal]



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