



# Rensselaer

VICE PRESIDENT FOR FINANCE AND  
CHIEF FINANCIAL OFFICER

August 31, 2010

U.S. Nuclear Regulatory Commission

ATTN: Document Control Desk

Washington, DC 20555

I am the Chief Financial Officer of Rensselaer Polytechnic Institute, a nonprofit university. This letter is in support of this firm's use of the self-guarantee financial test to demonstrate financial assurance, as specified in 10 CFR Part 30. This firm has no parent company holding majority control of its voting stock.

This firm guarantees, through the self-guarantee submitted to demonstrate compliance under 10 CFR Part 30, the decommissioning of the following facilities owned or operated by this firm. The current cost estimates or certified amounts for decommissioning, so guaranteed, are shown for each facility:

<u>Name of Facility</u>	<u>License Number</u>	<u>Location of Facility</u>	<u>Current Cost Estimates</u>
Rensselaer Polytechnic Institute Reactor Critical Facility	CX-22	Schenectady, NY	\$450,000

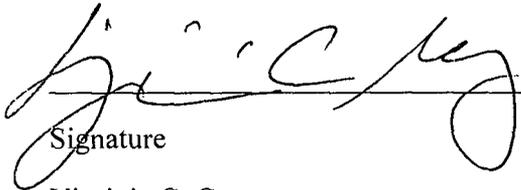
I hereby certify that Rensselaer Polytechnic Institute is currently a going concern, and that it possesses positive tangible net worth in the amount of \$535,034,000 as of June 30, 2009.

This fiscal year of this firm ends on June 30. The figures for the following items marked with an asterisk are derived from this firm's independently audited, year-end financial statements and footnotes for the latest completed fiscal year, ended June 30, 2009. A copy of this firm's most recent financial statements is enclosed.

This is not required to file a Form 10-K with the U.S. Securities and Exchange Commission for the latest fiscal year.

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This firm satisfies the following self-guarantee test: Rensselaer Polytechnic Institute current bond rating for its most recent uninsured, uncollateralized, and unencumbered bond issuance is A as issued by Standard and Poors. I hereby certify that the content of this letter is true and correct to the best of my knowledge.

 8/31/10  
Signature Date

Virginia C. Gregg  
Vice President of Finance and Chief Financial Officer



# Rensselaer

## SELF-GUARANTEE

Guarantee made this August 27, 2010 by Rensselaer Polytechnic Institute, a nonprofit university organized under the laws of the State of New York, herein referred to as "guarantor," to the U.S. Nuclear Regulatory Commission (NRC), beneficiary, on behalf of ourselves as licensee.

### Recitals

The guarantor has full authority and capacity to enter into this self-guarantee.

This self-guarantee is being issued to comply with regulations issued by 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. 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 pursuant to 10 CFR Part 30 provide assurance that funds will be available when needed for required decommissioning activities.

The self-guarantee is issued to provide financial assurance for decommissioning activities for the Rensselaer Polytechnic Institute Reactor Critical Facility, located at 1492 Erie Boulevard, Schenectady, NY, and operated under Facility Operating License No. CX-22, as required by 10 CFR Part 30. The decommissioning costs for these activities are as follows: \$450,000.

The guarantor meets or exceeds the following financial test criteria regarding bond rating and agrees to comply with all notification requirements as specified in 10 CFR Part 30 and Appendix E to 10 CFR Part 30.

The guarantor meets the following self-guarantee test:

- (a) A current rating for its most recent uninsured, uncollateralized, and unencumbered bond issuance of AAA, AA, or A as issued by Standard & Poor's, or Aaa, Aa, or A as issued by Moody's.
5. The guarantor does not have a parent company holding majority control of its voting stock.
6. Decommissioning activities as used below refer to the activities required by 10 CFR Part 30 for decommissioning of the facilities identified above.
7. Pursuant to the guarantor's authority to enter into this guarantee, the guarantor guarantees to NRC that the guarantor shall
  - (a) carry out the required decommissioning activities, as required by License No. CX-22 or

(b) set up a trust fund in favor of the above identified beneficiary in the amount of the current cost estimates for these activities.

8. The guarantor agrees to submit revised financial statements, financial test data, and an auditor's special report and reconciling schedule annually within 90 days of the close of its fiscal year.

9. The guarantor agrees that if, at the end of any fiscal year before termination of this self-guarantee, it fails to meet the self-guarantee financial test criteria, it shall send within 90 days of the end of the fiscal year, by certified mail, notice to NRC that it intends to provide alternative financial assurance as specified in 10 CFR Part 30. Within 120 days after the end of the fiscal year, the guarantor shall establish such financial assurance.

10. The guarantor also agrees to notify the beneficiary promptly if the ownership of the licensed activity is transferred, and to maintain this guarantee until the new licensee provides alternative financial assurance acceptable to the beneficiary.

11. The guarantor agrees that if it determines, at any time other than as described in Recital 9, that it no longer meets the self-guarantee financial test criteria or it is disallowed from continuing as a self-guarantor, it shall establish alternative financial assurance as specified in 10 CFR Part 30, 40, 70, or 72, as applicable, within 30 days.

12. The guarantor, as well as its successors and assigns, agrees to remain bound jointly and severally under this guarantee notwithstanding any or all of the following: amendment or modification of the license or NRC-approved decommissioning funding plan for that facility, the extension or reduction of the time of performance of required activities, or any other modification or alteration of an obligation of the licensee pursuant to 10 CFR Part 30.

13. The guarantor agrees that it shall be liable for all litigation costs incurred by the beneficiary, NRC, in any successful effort to enforce the agreement against the guarantor.

14. The guarantor agrees to remain bound under this self-guarantee for as long as it, as licensee, must comply with the applicable financial assurance requirements of 10 CFR Part 30, for the previously listed facilities, except that the guarantor may cancel this self-guarantee by sending notice by certified mail to NRC, such cancellation to become effective not before an alternative financial assurance mechanism has been put in place by the guarantor.

15. The guarantor agrees that if it, as licensee, fails to provide alternative financial assurance as specified in 10 CFR Part 30, as applicable, and obtain written approval of such assurance from NRC within 90 days after a notice of cancellation by the guarantor is received by NRC from the guarantor, the guarantor shall make full payment under the self-guarantee.

16. The guarantor expressly waives notice of acceptance of this self-guarantee by NRC. The guarantor also expressly waives notice of amendments or modifications of the decommissioning requirements.

17. If the guarantor files financial reports with the U.S. Securities and Exchange Commission, then it shall promptly submit them to its independent auditor and to NRC during each year in which this self-guarantee is in effect.

18. The guarantor agrees that if, at any time before termination of this self-guarantee, its most recent bond issuance ceases to be rated in the category of "A" or above by either Standard & Poor's or Moody's, it shall provide notice in writing of such fact to NRC within 20 days after publication of the change by the rating service.

I hereby certify that this self-guarantee is true and correct to the best of my knowledge.

Effective date: 8/27/10

Rensselaer Polytechnic Institute

  
Signature

Virginia C. Gregg  
VP of Finance and Chief Financial Officer

Signature of witness or notary: Laura J. Salvati

SELF-GUARANTEED FINANCIAL TEST

1. Current bond rating of most recent uninsured, uncollateralized, and unencumbered issuance of this institution

Rating   A          

Name of rating service  Standard and Poor's

2. Date of issuance of bond  April 20, 2010          

3. Date of maturity of bond  September 1, 2040          

 Yes      No 

4. Is the rating specified on line 1 "A" or better?             X

**Report of Independent Accountants**

To the Management of Rensselaer Polytechnic Institute:

We have performed the procedures enumerated below, which were agreed to by management of Rensselaer Polytechnic Institute (the "Institute") and the U.S. Nuclear Regulatory Commission (NRC), solely to assist the specified parties in evaluating the Institute's compliance with the standards per NRC's financial assurance regulations, 10 CFR Part 30. Management is responsible for the Institute's compliance with those requirements. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Procedure	Finding
1. Calculate the Institute's tangible net worth by subtracting the "Total liabilities" from the "Total assets" on the audited consolidated statement of financial position of Rensselaer Polytechnic Institute as of June 30, 2009. Agree the calculated tangible net worth amount to the CFO letter for Operating License No. CX-22 submitted to NRC.	1. We calculated the tangible net worth of \$535,034,000 by subtracting the amount of \$954,634,000 in the row "Total liabilities" from the amount of \$1,489,668,000 in the row "Total assets" on page 2, the statement of financial position, of the audited consolidated financial statements of Rensselaer Polytechnic Institute as of June 30, 2009. We agreed this tangible net worth amount to the CFO letter to NRC dated August 31, 2010 without exception.

We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on the Institute's tangible net worth or compliance with the NRC's regulations. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of management of Rensselaer Polytechnic Institute and the U.S. Nuclear Regulatory Commission (NRC) and is not intended to be and should not be used by anyone other than these specified parties.

*PricewaterhouseCoopers LLP*

August 31, 2010