

April 16, 2012

Materials Licensing Section
US Nuclear Regulatory Commission, Region III
2443 Warrenville Road, Suite 210
Lisle IL 60532-4352

To Whom it May Concern:

Attached please find my request to terminate license 24-08334-02. If additional information is needed to support this request, please let me know.

Best Regards,



Kathryn Phillips, RSO

Telephone: 314-982-2806

Fax: 314-982-1078

E-mail: Kathryn.phillips@purina.nestle.com

RECEIVED APR 19 2012

CERTIFICATE OF DISPOSITION OF MATERIALS

Estimated burden per response to comply with this mandatory collection request: 30 minutes. This submittal is used by NRC as part of the basis for its determination that the facility is released for unrestricted use. Send comments regarding burden estimate to the Information Services Branch (T-5 F53), U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001, or by internet e-mail to Infocollects.Resource@nrc.gov, and to the Desk Officer, Office of Information and Regulatory Affairs, NEOB-10202, (3150-0028), Office of Management and Budget, Washington, DC 20503. If a means used to impose an information collection does not display a currently valid OMB control number, the NRC may not conduct or sponsor, and a person is not required to respond to, the information collection.

LICENSEE NAME AND ADDRESS

Ralston Purina Company
Checkerboard Square
St. Louis, MO 63164

LICENSE NUMBER

24-08334-02

DOCKET NUMBER

030-05105

LICENSE EXPIRATION DATE

May 31, 2012

A. LICENSE STATUS (Check the appropriate box)

- ☐ This license has expired. ☒ This license has not yet expired; please terminate it.

B. DISPOSAL OF RADIOACTIVE MATERIAL

(Check the appropriate boxes and complete as necessary. If additional space is needed, provide attachments)

The licensee, or any individual executing this certificate on behalf of the licensee, certifies that:

- ☐ 1. No radioactive materials have ever been procured or possessed by the licensee under this license.
- ☒ 2. All activities authorized by this license have ceased, and all radioactive materials procured and/or possessed by the licensee under this license number cited above have been disposed of in the following manner.
- ☒ a. Transfer of radioactive materials to the licensee listed below:
R. M. Wester and Associates, Inc. License No: 24-20091-01
- ☐ b. Disposal of radioactive materials:
- ☐ 1. Directly by the licensee:
- ☐ 2. By licensed disposal site:
- ☐ 3. By waste contractor:
- ☐ c. All radioactive materials have been removed such that any remaining residual radioactivity is within the limits of 10 CFR Part 20, Subpart E, and is ALARA.

C. SURVEYS PERFORMED AND REPORTED

- ☐ 1. A radiation survey was conducted by the licensee. The survey confirms:
- ☐ a. the absence of licensed radioactive materials
- ☐ b. that any remaining residual radioactivity is within the limits of 10 CFR 20, Subpart E, and is ALARA.
- ☐ 2. A copy of the radiation survey results:
- ☐ a. is attached; or ☐ b. is not attached (Provide explanation); or ☐ c. was forwarded to NRC on: _____ Date _____
- ☒ 3. A radiation survey is not required as only sealed sources were ever possessed under this license, and
- ☒ a. The results of the latest leak test are attached; and/or ☒ b. No leaking sources have ever been identified.

The person to be contacted regarding the information provided on this form:

NAME	TITLE	TELEPHONE (include Area Code)	E-MAIL ADDRESS
Katheryn S. Phillips	Radiation Safety Officer	314-982-2806	kathryn.phillips@purina.nestle.com

Mail all future correspondence regarding this license to:

Ralston Purina Company, Checkerboard Square, St. Louis, MO 63164

C. CERTIFYING OFFICIAL

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

PRINTED NAME AND TITLE	SIGNATURE	DATE
Kathryn Phillips / RSO		4-16-2012

WARNING: FALSE STATEMENTS IN THIS CERTIFICATE MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL PENALTIES. NRC REGULATIONS REQUIRE THAT SUBMISSIONS TO THE NRC BE COMPLETE AND ACCURATE IN ALL MATERIAL RESPECT. 18 U.S.C. SECTION 1001 MAKES IT A CRIMINAL OFFENSE TO MAKE A WILLFULLY FALSE STATEMENT OR REPRESENTATION TO ANY DEPARTMENT OR AGENCY OF THE UNITED STATES AS TO ANY MATTER WITHIN ITS JURISDICTION.

CERTIFICATE OF DISPOSITION OF MATERIALS

PLEASE READ THESE INSTRUCTIONS BEFORE COMPLETING NRC FORM 314.

Subpart E of 10 CFR Part 20 establishes the radiological criteria for license terminations/decommissioning of facilities licensed under 10 CFR Parts 30, 40, 50, 60, 61, 70, and 72, as well as other facilities subject to the Commission's jurisdiction under the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974, as amended.

INSTRUCTIONS

Section B, Item 2.

Licensees should describe the specific radioactive material transfer actions. If radioactive wastes were generated in terminating this license, the licensee should describe the disposal actions taken, including the disposition of low-level radioactive waste, mixed waste, greater-than-Class-C waste, and sealed sources.

Section B, Item 2.a.

The information provided concerning the transfer of radioactive material to another licensee should specify the date of the transfer, the name of the licensee recipient, an individual contact name and telephone number for the licensee recipient, and the recipient's NRC or Agreement State license number.

Section B, Item 2.b.

For disposal of radioactive materials, licensees should describe the specific disposal method or procedure (e.g., decay-in-storage). For those cases when radioactive materials are disposed of by a licensed disposal site or by a waste contractor, the licensee should specify the name, address, and telephone number of the licensed disposal site operator or waste contractor.

Section B, Item 2.c.

"Residual radioactivity," as defined in 10 CFR 20.1003, means radioactivity in 'areas' (structures, materials, soils, etc.) remaining as a result of activities (licensed and unlicensed) under the licensee's control from sources used by the licensee, excluding background radiation. ALARA is defined in 10 CFR 20.1003.

FILE CERTIFICATES AS FOLLOWS:

IF YOU ARE LOCATED IN:

ALABAMA, CONNECTICUT, DELAWARE, DISTRICT OF COLUMBIA, FLORIDA, GEORGIA, KENTUCKY, MAINE, MARYLAND, MASSACHUSETTS, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, NORTH CAROLINA, PENNSYLVANIA, PUERTO RICO, RHODE ISLAND, SOUTH CAROLINA, TENNESSEE, VERMONT, VIRGINIA, VIRGIN ISLANDS, OR WEST VIRGINIA, SEND CERTIFICATES TO:

LICENSING ASSISTANT SECTION
NUCLEAR MATERIALS SAFETY BRANCH
U.S. NUCLEAR REGULATORY COMMISSION, REGION I
475 ALLENDALE ROAD
KING OF PRUSSIA, PA 19406-1415

ILLINOIS, INDIANA, IOWA, MICHIGAN, MINNESOTA, MISSOURI, OHIO, OR WISCONSIN, SEND CERTIFICATES TO:

MATERIALS LICENSING SECTION
U.S. NUCLEAR REGULATORY COMMISSION, REGION III
2443 WARRENVILLE ROAD, SUITE 210
LISLE, IL 60532-4352

IF YOU ARE LOCATED IN:

ALASKA, ARIZONA, ARKANSAS, CALIFORNIA, COLORADO, HAWAII, IDAHO, KANSAS, LOUISIANA, MISSISSIPPI, MONTANA, NEBRASKA, NEVADA, NEW MEXICO, NORTH DAKOTA, OKLAHOMA, OREGON, PACIFIC TRUST TERRITORIES, SOUTH DAKOTA, TEXAS, UTAH, WASHINGTON, OR WYOMING, SEND CERTIFICATES TO:

MATERIAL RADIATION PROTECTION SECTION
U. S. NUCLEAR REGULATORY COMMISSION, REGION IV
1600 E. LAMAR BOULEVARD
ARLINGTON, TX 76011-4511

R. M. WESTER & ASSOCIATES, INC.

215 INDACOM DRIVE - ST. PETERS, MISSOURI 63376

www.rmwester.com

(636) 928-9628 - FAX 928-9857

RADIOACTIVE SEALED SOURCE LEAK TEST REPORT

Test Date: November 30, 2011 Analytical Date: December 1, 2011

Source Identification:

Radionuclide:	<u>Ni-63</u>	Activity:	<u>15 milliCuries</u>
Manufacturer:	<u>Varian</u>	Model No.:	<u>N/A</u>
Mach. S/N:	<u>N/A</u>	Source S/N:	<u>A11084</u>

Sample Submitted by: Kathy Phillips

Facility: Nestle Purina

Address: Checkerboard Square

Mail Stop 3N

St. Louis, MO 63164

The identified sealed source listed above has been tested for leakage of radioactive materials as required by the United States Nuclear Regulatory Commission. The analysis of the wipe material used in testing the sealed source reveals the presence of $\leq 3.23 \times 10^{-5}$ μCi of loose contamination.


(XX) This source is acceptable for continued use.

() This source has been found to have a level of loose contamination greater than 0.005 μCi of removable radioactive materials, and should be removed from service immediately.

(N/A) Operational and performance check of shutter mechanism satisfactory.

Next Leak Test Date: On or before May 30, 2012

Analysis by: Kenneth Barnes

Reviewed by: Kevin McCann 

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RADIOACTIVE SEALED SOURCE LEAK TEST REPORT

Test Date: November 30, 2011 Analytical Date: December 1, 2011

Source Identification:

Radionuclide:	<u>Ni-63</u>	Activity:	<u>15 milliCuries</u>
Manufacturer:	<u>Varian</u>	Model No.:	<u>N/A</u>
Mach. S/N:	<u>21183</u>	Source S/N:	<u>A11085</u>

Sample Submitted by: Kathryn Phillips

Facility: Nestle Purina

Address: Checkerboard Square

Mail Stop 3N

St. Louis, MO

63164

The identified sealed source listed above has been tested for leakage of radioactive materials as required by the United States Nuclear Regulatory Commission. The analysis of the wipe material used in testing the sealed source reveals the presence of $\leq 3.23 \times 10^{-5}$ μCi of loose contamination.

(XX) This source is acceptable for continued use.

() This source has been found to have a level of loose contamination greater than 0.005 μCi of removable radioactive materials, and should be removed from service immediately.

(N/A) Operational and performance check of shutter mechanism satisfactory.

Next Leak Test Date: On or before May 30, 2012

Analysis by: Kenneth Barnes

Reviewed by: Kevin McCann



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RADIOACTIVE SEALED SOURCE LEAK TEST REPORT

Test Date: November 30, 2011 Analytical Date: December 1, 2011

Source Identification:

Radionuclide:	<u>Ni-63</u>	Activity:	<u>8 milliCuries</u>
Manufacturer:	<u>Varian</u>	Model No.:	<u>N/A</u>
Mach. S/N:	<u>16120</u>	Source S/N:	<u>A9427</u>

Sample Submitted by: Kathryn Phillips

Facility: Nestle Purina

Address: Checkerboard Square

Mail Stop 3N

St. Louis, MO

63164

The identified sealed source listed above has been tested for leakage of radioactive materials as required by the United States Nuclear Regulatory Commission. The analysis of the wipe material used in testing the sealed source reveals the presence of $\leq 3.23 \times 10^{-5}$ μCi of loose contamination.

(XX) This source is acceptable for continued use.

() This source has been found to have a level of loose contamination greater than 0.005 μCi of removable radioactive materials, and should be removed from service immediately.

(N/A) Operational and performance check of shutter mechanism satisfactory.

Next Leak Test Date: On or before May 30, 2012

Analysis by: Kenneth Barnes

Reviewed by: Kevin McCann



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www.rmwester.com

(636) 928-9628 - FAX 928-9857

RADIOACTIVE SEALED SOURCE LEAK TEST REPORT

Test Date: November 30, 2011 Analytical Date: December 1, 2011

Source Identification:

Radionuclide:	<u>Ni-63</u>	Activity:	<u>15 milliCuries</u>
Manufacturer:	<u>Hewlett Packard</u>	Model No.:	<u>N/A</u>
Mach. S/N:	<u>2728A13357</u>	Source S/N:	<u>L5162</u>

Sample Submitted by: Kathryn Phillips

Facility: Nestle Purina

Address: Checkerboard Square

Mail Stop 3N

St. Louis, MO 63164

The identified sealed source listed above has been tested for leakage of radioactive materials as required by the United States Nuclear Regulatory Commission. The analysis of the wipe material used in testing the sealed source reveals the presence of $\leq 3.23 \times 10^{-5}$ μCi of loose contamination.

- (XX) This source is acceptable for continued use.
- () This source has been found to have a level of loose contamination greater than 0.005 μCi of removable radioactive materials, and should be removed from service immediately.
- (N/A) Operational and performance check of shutter mechanism satisfactory.

Next Leak Test Date: On or before May 30, 2012

Analysis by: Kenneth Barnes

Reviewed by: Kevin McCann 

THIS MEMORANDUM

is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, not a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No. _____

Carrier **R M Wester and Associates Inc**

SCAC _____

Carrier's No. _____

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request; and all applicable state and federal regulations;

at **Checkerboard Square, St Louis MO**, date **4/12/12** from **NP Analytical Laboratories**

the Property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to delivery at said destination, if on its route, or otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said Property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said Property that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO:		FROM:	
Consignee R M Wester and Associates Inc		Shipper NP Analytical Laboratories	
Street 215 Indacom Drive		Street Checkerboard Square	
Destination St Peters MO Zip 63376		Origin St Louis MO Zip 63164	
Route Major Roads and Highways			
Delivering Carrier		Vehicle Number	U.S. DOT Hazmat Reg. No.

Number and Type of Packages	HM	I.D. Number	Description of Articles	Hazard Class	Pkg. Grp.	Total Quantity (mass, volume, or activity)	Weight (subject to correction)	Class or Rate
1 box	X	UN2911	Radioactive Material, excepted package-instruments or articles	7			10 lbs	
			ERG 161					
			Four (4) Ni-63 ECD's					
			3 Varian:					
			SN A11084, 0.555 GBq (15 mCi)					
			SN A11085, 0.555 GBq (15 mCi) and					
			SN A9427, 0.296 GBq (8 mCi)					
			1 Hewlett Packard:					
			SN L5162, 0.555 GBq (15 mCi)					
			Total Activity= 1.961 GBq (53 mCi)					

Remit COD to:

Address:

City: _____ State: _____ Zip: _____

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ _____ Per _____

NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c)(1)(A) and (B).

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Per _____

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

COD AMT:

\$ _____

TOTAL CHARGES:

\$ _____

COD FEE:Prepaid ☐Collect ☐ \$ _____**FREIGHT CHARGES:**☐ Prepaid ☐ Collect**PLACARDS REQUIRED**

none

PLACARDS SUPPLIED

DRIVER'S SIGNATURE:

☐ BY SHIPPER ☐ BY CARRIERSHIPPER: **NP Analytical Laboratories**PER: **Kory Soller** DATE: **4/12/12**CARRIER: **NP Analytical Laboratories**PER: **Kory Soller** DATE: **4/12/12****EMERGENCY RESPONSE****TELEPHONE NUMBER: 636-928-9628****OFFEROR'S NAME OR****ERI CONTRACT NUMBER:**

CONTAINS HAZARDOUS MATERIALS

CONTAINS HAZARDOUS MATERIALS

TERMS AND CONDITIONS

By giving the carrier the property described in this bill of lading (the "Property"), you agree to all of the terms of this bill of lading.

Section 1 Limitations of Liability

- (a) The carrier or party in possession of the Property shall be liable as at common law for any loss of or damage to such Property, except as hereinafter provided.
- (b) The carrier shall not be liable for loss of, damage to or delay in delivery of the Property:
 - (i) caused by an act of God, the public enemy, the authority of law, or any act or default by you and/or the owner of the Property, or for natural shrinkage.
 - (ii) occurring while the Property is stopped and held in transit at your request or that of any other party entitled to make such request.
 - (iii) resulting from a defect or vice in the Property, or from riots or strikes.
- (c) To the extent permitted under the Carmack Amendment, the liability of the carrier for the Property may be limited to a value established by written or electronic declaration by you or by written agreement between the carrier and you. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

Section 2 Filing of Claims

- (a) Claims against the carrier for loss of or damage to the Property must be filed in writing with the carrier issuing this bill of lading within nine months after delivery of the Property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. All causes of action must be instituted within two years following the date when written notice is given by the carrier to you that the carrier has disallowed the claim or any part or parts thereof specified in the notice. If your claim or action is not filed or instituted properly in accordance with the foregoing provisions, the carrier shall not be liable, and such claims may not be paid.
- (b) The carrier shall have the full benefit of any insurance that may have been effected upon or on account of the Property in the event that the carrier is liable for loss of or damage to the Property.

Section 3 Method of Transportation

Except as expressly agreed in writing by the parties to this bill of lading, the carrier is not bound to transport the Property by any particular motor vehicle, or in time for any particular market or otherwise than with reasonable dispatch. The carrier shall have the right in case of physical necessity to forward said Property by any carrier or route between the point of shipment and the point of destination.

Section 4 Responsibility for Property

- (a) If the Property is not removed by the party entitled to receive it within the free time allowed by tariffs or classifications upon which the rate is based, (such free time to be computed as therein provided), the carrier may notify the receiving party of the arrival of the Property at the destination or at the port of export (if intended for export). The carrier, in its discretion, may store the Property in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner. The stored Property will be subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. The carrier's responsibility shall be that of a warehouseman only.
- (b) Except as provided in subparagraph 4(c) below, if the Property is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the Property at public auction to the highest bidder, at such place as may be designated by the carrier. Prior to any such sale, the carrier shall use commercially reasonable efforts to notify you that the Property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if you do not arrange for an alternative disposition.

- (c) If the Property is perishable and is refused by the consignee or party entitled to receive it at the destination location, or said consignee or party entitled to receive it shall fail to receive promptly, the carrier, may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale. Prior to selling the Property, the carrier shall use commercially reasonable efforts to notify you of the refusal of the Property or the failure to receive it, and request instructions regarding disposition of the Property.
- (d) If the procedure described in subsection (b) and (c) is not commercially reasonable, the carrier may, at its option, sell the Property under such circumstances and in such manner as may be authorized by law.
- (e) The carrier shall apply the proceeds of any sale made under this section to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the Property, if proper care of the same requires special expense. If following payment of the preceding there is a balance, such balance shall be paid to the owner of the Property sold hereunder.
- (f) If you direct the carrier to deliver the Property to a location where there is no regularly appointed freight agent, the carrier shall not be liable for any loss or damage to Property occurring at such location after the Property has been unloaded at such location.

Section 5 Valuable Items

- (a) The carrier's liability in connection with the Property is limited to the lesser of the amount of your actual damages or the declared value stipulated by the carrier on the face of this bill of lading plus any freight charges paid by you.
- (b) The carrier shall not be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

Section 6 Joint Liability for Hazardous Goods

You, and if you are an agent, any owner of the Property, shall be jointly and severally liable for and indemnify the carrier against all loss or damage caused by the shipment of explosives, dangerous or hazardous goods without giving prior written notice to the carrier of their nature. At the discretion of the carrier, any such goods may be warehoused at your and the owner's risk and expense or destroyed without compensation.

Section 7 Freight Charges and Payment

- (a) You are primarily responsible for the freight and all other lawful charges, unless you stipulate in writing in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier makes delivery without requiring such payment. If you provide erroneous information that results in the shipment being reconsigned or diverted to a location other than the location identified in the original bill of lading, you shall be liable for such additional charges. The respective liability of you and the consignee for additional charges provided for herein shall be pursuant to 49 U.S.C. § 13706.
- (b) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of charges at time of shipment. If upon inspection the carrier determines that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

Section 8 Effect of Shipper Signature

If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Section 9 Transport by Water

If all or any part of the Property is carried by water over any part of said route and any loss of or damage to the Property occurs while it is in the custody of the carrier providing the water carriage, the liability of such carrier shall be determined by that carrier's bill of lading and by the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to all of the terms and provisions of, and all the exemptions from liability contained in the Harter Act or the Carriage of Goods By Sea Act, as applicable.

N-PAL
N-P ANALYTICAL
LABORATORIES

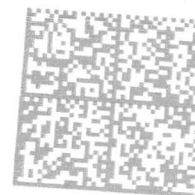


A Nestlé Purina PetCare Company
Checkerboard Square
St. Louis, MO 63164

CERTIFIED MAIL™



7008 1140 0002 5288 7966



Hasler

016H26524199

\$05.95

04/16/2012

Mailed From 63102
US POSTAGE

Materials Licensing Section
US Nuclear Regulatory Commission, Region III
2443 Warrenville Road, Suite 210
Lisle IL 60532-4352

6053234352 0021

