

sensor

SERVICES, Inc. Radiological & Maintenance Services for Industrial Nuclear Gauging Systems
46200 Messerall Rd., Titusville, PA 16354 (814) 827-8099

February 17, 2005

Dear Ms. Janda,

The following page is intended to provide you with the proper information to insure the Nuclear Regulatory Commission; letter dated January 24, 2005 can/will transfer the ownership of license No. 32-25568-01 and 32-25568-02G to Rodney B. Lake at 46200 Messerall Rd., Titusville, PA 16354. Please advise if there are any deficiencies.

Docket Nos. 0303572, 03036780, 03035773 and 03036782, also Control Nos. 136154, 136155, 136156 and 136157.

Sincerely,



Rodney B. Lake
(814) 827-8099

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RECEIVED
REGION 1

136154, 136155, 136156, 136157

NMSS/RGNI MATERIALS-002

sensor

SERVICES, Inc. Radiological & Maintenance Services for Industrial Nuclear Gauging Systems
46200 Messerall Rd., Titusville, PA 16354 (814) 827-8099

February, 17, 2005

**SUBJECT : SENSOR SERVICES INC. REQUEST FOR ADDITIONAL INFORMATION CONCERNING
CHANGE OF OWNERSHIP, CONTROL NOS. 136154, 136155, 136156 AND 136157.**

Dear Ms. Janda,

1. Provide a complete description of the transaction (transfer of stocks or assets, or merger).

Since January 1, 1994, James L. Wagner was the sole owner of Sensor Services, Inc. (SSI) with Rodney Lake being a field service employee from June 2000 to the present. Effective January 1, 2005, Rodney Lake became the sole owner of SSI as per a written contract (signed and notarized) prior to January 1, 2005. As per this agreement, Rodney Lake assumes total ownership of SSI, including all 3000 shares of stock. James Wagner will be retained as a consultant, on a part time basis, on radiological matters, if needed. A Copy of said is included with this response.

2. Describe any changes in authorized users listed in condition 11. A. of NRC License No. 32-25568-01 or duties that relate to the licensed program. Include training and experience for any new personnel.

The authorized users listed in Condition 11. A. of NRC License 32-25568-01 will be the same.

3. Describe any changes in operating or emergency procedures or equipment that relate to the licensed program.

The change of ownership to Rodney Lake will not necessitate any changes in emergency procedures other than Rodney Lake being the primary contact for any emergency situations.

4. Describe the status of the surveillance program (surveys, calibrations, leak tests, inventories, and accountability requirements) and records at the present time and the expected status at the time that control is to be transferred. Please confirm that the surveillance program is current at the time of transfer, or include an explanation if this is not the case.

At the present, plans are in place for the transfer of records pertaining to surveys and calibration results of test equipment. Leak test analyses will be performed by Rodney Lake at the Titusville office with the customer required documentation being generated by James Wagner in the Sherrill's Ford office. The leak test protocol will not actually change because, since March, 2001 when SSI relocated to North Carolina, the responsibility of processing the leak test analyses has been Rodney Lakes' in the Titusville office.

5. Confirm that all records concerning the safe decommissioning of the facility will be transferred to the transferee or to the NRC, as appropriate. These records include documentation of surveys of ambient radiation levels and fixed and/or removable contamination, including methods and sensitivity.

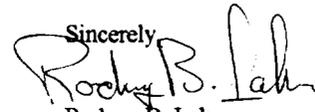
As per SSI's license, SSI cannot, and has not, stored licensed material at its office facilities. Since relocation to North Carolina, the leak test analysis has been performed at the Titusville office so no decommissioning of the Sherrill's Ford office is deemed necessary.

6. Provide documentation that the transferor and transferee agree to transferring agree to transferring control of the licensed material and activity.

SSI does not possess any licensed material. As per documentation concerning transfer of SSI's activities, a copy of the signed and notarized contract, effective January 1, 2005 is included.

7. Confirm that the transferee will abide by all constraints, conditions, requirements and commitments of the transferor or that the transferee will submit a complete description of the proposed licensed program.

It is my intention, Rodney Lake, after having been involved with all of SSI's field procedures and office routines over the past five years, to continue to abide by all the constraints, conditions, requirements and commitments of SSI's NRC license numbers 32-25568-01 & -02G (soon to be license numbers 37-30981-01 & 02G)

Sincerely

Rodney B. Lake

STATE OF NORTH CAROLINA)
)
COUNTY OF CATAWBA)

AGREEMENT

This Agreement made and entered into this the 26th day of DECEMBER, 2004 by and between **JAMES L. WAGNER**, hereinafter "Seller", and **SENSOR SERVICES, INC.**, a corporation organized and existing under and by virtue of the laws of the State of North Carolina, and **RODNEY B. LAKE**, hereinafter "Buyers."

WITNESSETH:

WHEREAS James L. Wagner, Seller, is the sole owner of SENSOR SERVICES, INC.;

WHEREAS James L. Wagner has agreed to sell all his interest in and to SENSOR SERVICES, INC., to Rodney B. Lake, upon the below terms and conditions;

WHEREAS the parties have agreed upon further terms and conditions as set forth here;

NOW, THEREFORE, in consideration of the sum of \$10.00 and other valuable consideration as set out in this agreement, and subject to the terms and conditions of this agreement, the parties agree as follows:

SECTION ONE

1. Seller does hereby give, grant and convey all his right, title and interest in and to SENSOR SERVICES, INC., to Rodney B. Lake, and Seller shall assign his Three Thousand (3,000) shares of stock in Sensor Services, Inc., to Rodney B. Lake.
2. As of January 1, 2005, Rodney B. Lake shall assume all ownership and responsibility of SENSOR SERVICES, INC., (hereinafter referred to as "SSI").

**SECTION TWO
RELEASE**

3. Other than as contained in this Agreement, Rodney B. Lake and SSI hereby release James L. Wagner from any and all responsibility with regard to SSI, and shall hold James L. Wagner harmless from any and all liability, actions, causes of action, and claims with regard to SSI, both prior to and subsequent to January 1, 2005.

**SECTION THREE
ACCOUNTS RECEIVABLE**

4. That any and all accounts receivable as of December 31, 2004, shall be the sole and separate property of James L. Wagner, and shall go to James L. Wagner when received. Rodney B. Lake and SSI shall do everything possible to collect said receivables, including, but not limited to, the institution of legal proceedings. James L. Wagner shall

make a list of all outstanding accounts receivable prior to December 31, 2004.

SECTION FOUR
SERVICE CALLS / COMPENSATION PRIOR TO JANUARY 1, 2005

5. Any and all funds and fees received from service calls that James L. Wagner shall make before January 1, 2005, shall be the sole and separate property of James L. Wagner, and shall be disbursed to James L. Wagner within sixty (60) days of said service call.

6. For all service calls made by Rodney B. Lake, Rodney B. Lake shall be compensated at the rate of Fifty-six and No/100 (\$56.00) Dollars per hour in plant, forty-two and No/100 (\$42.00) Dollars per hour travel, plus 7.65% of the account shall also go to Rod Lake, and the remainder of all funds and fees for each service call shall be disbursed to James L. Wagner. Before December 31, 2004, Rodney B. Lake shall be reimbursed for all incurred expenses for service calls.

7. That after January 1, 2005, James L. Wagner shall continue association with SSI in the role of radiological consultant, interfacing any necessary contact with the NRC and state authorities that SSI reasonably requires. James L. Wagner shall also be responsible for performing all Leak Test Analysis of field collected samples as per the terms and conditions of SSI's NRC license. James L. Wagner shall assume said role for three (3) years and two (2) months from January 1, 2005.

SECTION FIVE
PART-TIME / COMPENSATION

8. James L. Wagner shall work part-time for SSI at a rate of Seventy and No/100 (\$70.00) Dollars per hour in plant time, Fifty-two and No/100 (\$52.00) Dollars per hour travel time, \$0.40 per mile chargeable mileage to customers, and \$0.10 per mile chargeable to SSI for related travel not charged to customers. This arrangement shall be terminable at the will of either party upon sixty (60) day's notice.

9. SSI shall reimburse James L. Wagner for all James L. Wagner's office expenses, supplies, telephone charges, stationery and stamps incurred by James L. Wagner for SSI business.

SECTION SIX
MEDICAL INSURANCE

10. That SSI shall continue medical insurance coverage through Blue Cross/Blue Shield, comparable to that which is currently in effect, for James and Lorene Wagner, through and including March 1, 2008.

SECTION SEVEN
PERSONAL GUARANTEE

11. Rodney B. Lake executes this document individually to personally guarantee the obligations of SSI to James L. Wagner.

SECTION EIGHT
RESOLUTION OF CLAIMS

12. In case of claim of breach of contract by either party, the party so claiming shall notify the other party in writing, indicating the alleged breach and the amount of damages claimed therefor. Prior to the initiation of any lawsuit for breach of this contract, the party so claiming the breach shall give the other fifteen (15) days to cure the breach.

SECTION NINE
INTERPRETATION OF AGREEMENT

13. There are no agreements, warrants or representations, express or applied, except those expressly set forth in this agreement. All agreements, representations and warranties contained in this agreement, and all terms and conditions of this agreement shall apply as of the closing date and shall survive the closing of this transaction.

SECTION TEN
ENTIRE AGREEMENT

14. This Agreement constitutes the sole and entire agreement between the parties hereto, and no modification of this Agreement shall be binding unless in writing and signed by all parties.

SECTION ELEVEN
LEGAL REPRESENTATION

15. It is acknowledged by the Buyers that the Seller secured the legal services of C. Randall Isenhower of the law firm of Sigmon, Sigmon & Isenhower, in Newton, North Carolina, and that said attorney is solely representing the Seller in this matter. The Buyers further agrees that he has freely and voluntarily and of his own accord read all the provisions of this Agreement and agreed to the same. The Buyers have been advised by C. Randall Isenhower and/or the law firm of Sigmon, Sigmon & Isenhower that he has the right to consult an attorney or any other person and take a copy of this Agreement to any attorney and obtain legal advise prior to his execution of the same.

SECTION TWELVE
BINDING AGREEMENT

14. This Agreement is binding on the parties hereto, their heirs, executors, successors, and assigns.

SECTION THIRTEEN
NORTH CAROLINA VENUE

15. This Agreement, and all terms contained herein, shall be governed by, and shall be construed in accordance with, the laws of the State of North Carolina. Any action, suit, claim, or demand regarding this Agreement shall be filed in the court of the State of North Carolina, and North Carolina State Courts shall have jurisdiction to determine all controversies relating to this Agreement.

SECTION FOURTEEN
NOTICES

16. Any notice to be given under this Agreement shall be given in writing and delivered personally or by registered or certified mail, postage prepaid, as follows:

(a) If to buyer, addressed as follows: Rodney B. Lake
46200 Messerall Road
Titusville, PA 16354

(b) If to seller, addressed as follows: JAMES LORENE WAGNER
2757 CAMDEN POINTE DR.
SHERILLS FORD, NC 28673
(828) 478-7388

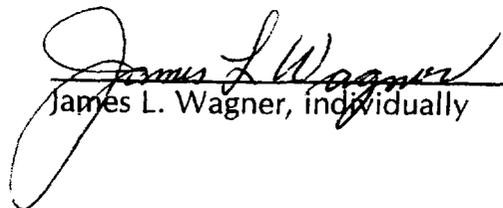
SECTION FIFTEEN
ENFORCEABILITY

17. If any provision of this Agreement is held invalid, or unenforceable, by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

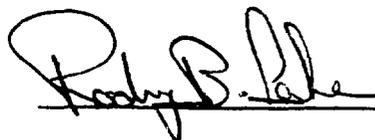
18. This agreement shall inure to the benefit of, and is binding upon, the parties and the parties' heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day and year first above written, in duplicate originals, a copy of which is retained by each party.

SELLER:

 (SEAL)
James L. Wagner, individually

BUYER:

 (SEAL)
Rodney B. Lake, Individually

SENSOR SERVICES, INC.

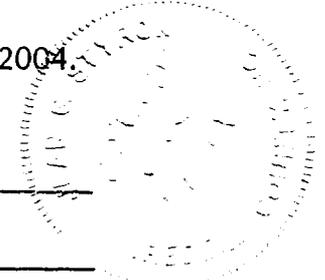
Rodney B. Lake (SEAL)
By: Rodney B. Lake

STATE OF NORTH CAROLINA
CATAWBA COUNTY

I, SEAN G. STYRON the undersigned, a Notary Public of the
Catawba County, North Carolina, certify that JAMES L. WAGER personally came before me
this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 26th day of December, 2004.

Sean G. Styron
Notary Public
My Commission Expires: 8/15/2006



STATE OF PENNSYLVANIA
CRAWFORD COUNTY

I, Debra Lutton the undersigned, a Notary Public of the
~~Crawford~~ ~~Catawba~~ County, ~~North Carolina~~, ^{Pennsylvania} certify that RODNEY B. LAKE personally came before
me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 30th day of December, 2004.

Debra Lutton
Notary Public
My Commission Expires: 2-3-05



NOTARIAL SEAL
Debra Lutton, Notary Public
Titusville, Crawford County
My Commission Expires Feb. 3, 2005

STATE OF ~~NORTH CAROLINA~~ Pennsylvania

COUNTY OF ~~GATAWBA~~ Crawford

I, Debra Lutton, Notary Public of the aforesaid County and State, do hereby certify that RODNEY B. LAKE, personally came before me this day and acknowledged that he is an Officer of Sensor Services, Inc., a North Carolina Corporation, and that he, as an Officer, being authorized to do so, executed the foregoing on behalf of the Corporation.

Witness my hand and notarial seal this the 30th day of December, 2004.

Debra Lutton

Notary Public

My Commission Expires: 2-3-05

