



Advantage Engineering

Geotechnical and Environmental Engineers

October 11th, 2006

Ms. Kathy Dolce Modes
U.S. NRC Region I
475 Allendale Road
King of Prussia, PA 19406

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REGION I
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**RE: Ownership Transfer of Current Materials License
NRC License No. 37-30704-01
Docket No. 030-35895**

Dear Ms. Modes:

This letter concerns the change/transfer of ownership from "Advantage Engineering, LLC" to "Schoor DePalma Inc." and "Schoor DePalma Inc. DBA Advantage Engineering." The licensee name will be the only item that needs to be changed.

Attached are the responses to NUREG – 1556, Vol. 1, Rev. 1, Appendix C.

I trust that this is the information you require. Should you have any questions or require additional information, please do not hesitate to contact the undersigned.

Sincerely,
ADVANTAGE ENGINEERING, LLC

Daniel R. Schauble, Jr.
Director of Geotechnical Services

Edward L. Balsavage, P.E.
Radiation Safety Officer
President

139591

NMSS/RGNI MATERIALS-C02

7584 Morris Ct., Ste. 200 A
Allentown, PA 18106
610-366-7120
610-366-7121 (Fax)

910 Century Drive
Mechanicsburg, PA 17055
717-458-0800
717-458-0801 (Fax)

127-A Gaither Drive
Mt. Laurel, NJ 08054
856-231-0800
856-231-9949 (Fax)

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1. "Schoor DePalma Inc." and "Schoor DePalma d.b.a. Advantage Engineering".
2. No change to contacts or telephone numbers.
3. No change.
4. Transferor will continue business as usual as "Schoor DePalma Inc. d.b.a. Advantage Engineering".
5. On August 11, 2006, an Asset Purchase Agreement was executed by and among the following parties:

Sellers:

- Advantage Engineering, LLC, a Pennsylvania limited liability company
- Advantage Engineering of New Jersey, LLC, a New Jersey limited liability company
- Edward L. Balsavage, individually

Buyer:

- Schoor DePalma, Inc., a New Jersey corporation

The Buyer Schoor DePalma Inc. purchased substantially all of the assets used by the Sellers in the conduct of their business, all in accordance with the terms and subject to the conditions contained in the Asset Purchase Agreement.

This Agreement included the Purchase of the NRC Licensed material; however the transfer of such material is not effective until all required Regulatory Approvals with respect to such transfer have been obtained, including the transfer of the NRC license from Advantage to Schoor DePalma Inc..

6. No change.
7. No change.
8. No change
9. All surveillance items and records are current.
10. No change.
11. Facilities will remain in operation. There is no contamination and the successor assumes full liability for the decontamination of the facility, should it ever be required.
12. There are no decontamination plans required for this transfer.

The transferor (Advantage Engineering) will transfer the devices listed on the existing NRC Materials License to Transferee (Schoor DePalma).

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13. Schoor DePalma Inc. agrees to abide by all commitments and representations previously made to the NRC by the transferor. These include but are not limited to: maintaining decommissioning records required by 10 CFR 30.35(g), implementing decontamination activities and decommissioning of the site, and completing corrective actions for the open inspection items and enforcement actions (if applicable).
14. The Transferor and the Transferee have agreed to the change in ownership and control of the licensed material and activity and any conditions of transfer. This Agreement is contained in the Asset Purchase Agreement dated August 11, 2006. Transferee is aware of any open inspection items and upon transfer of the license will assume responsibility for resulting enforcement actions as required by the Asset Purchase Agreement.
15. Transferee Schoor DePalma Inc. agrees to abide by all constraints, conditions, requirements, representations, and commitments identified in the existing license.

Appendix C

Information Needed for Change of Ownership or Control Application

Licensees must provide full information and obtain NRC's prior written consent before transferring ownership or control of the license; some licensees refer to this as "transferring the license." Licensees must provide the following information concerning changes of ownership or control by the applicant (transferor and/or transferee, as appropriate). If any items are not applicable, licensees must so state.

1. The new name of the licensed organization. If there is no change, the licensee should so state.
2. The new licensee contact and telephone number(s) to facilitate communications.
3. Any change in personnel having control over licensed activities (e.g., officers of a corporation) and any change in personnel named in the license such as RSO, authorized users, or any other persons identified in previous license applications as responsible for radiation safety or use of licensed material. The licensee should include information concerning the qualifications, training, and responsibilities of new individuals.
4. An indication of whether the transferor will remain in non-licensed business without the license.
5. A complete, clear description of the transaction, including any transfer of stocks or assets, mergers, etc., so that legal counsel is able, when necessary, to differentiate between name changes and changes of ownership.
6. A complete description of any planned changes in organization, location, facility, equipment, or procedures (i.e., changes in operating or emergency procedures).
7. A detailed description of any changes in the use, possession, location, or storage of the licensed materials.
8. Any changes in organization, location, facilities, equipment, procedures, or personnel that would require a license amendment even without the change of ownership.
9. An indication of whether all surveillance items and records (e.g., calibrations, leak tests, surveys, inventories, and accountability requirements) will be current at the time of transfer. Provide a description of the status of all surveillance requirements and records.
10. Confirmation that all records concerning the safe and effective decommissioning of the facility, pursuant to 10 CFR 30.35(g), 40.36(f), 70.25(g), and 72.30(d); public dose; and waste disposal by release to sewers, incineration, radioactive material spills, and on-site burials, have been transferred to the new licensee, if licensed activities will continue at the same location, or to NRC for license terminations.
11. A description of the status of the facility. Specifically, the presence or absence of contamination should be documented. If contamination is present, will decontamination occur before transfer? If not, does the successor company agree to assume full liability for the decontamination of the facility or site?

APPENDIX C

12. A description of any decontamination plans, including financial assurance arrangements of the transferee, as specified in 10 CFR 30.35, 40.36, and 70.25. Include information about how the transferee and transferor propose to divide the transferor's assets, and responsibility for any cleanup needed at the time of transfer.
13. Confirmation that the transferee agrees to abide by all commitments and representations previously made to NRC by the transferor. These include, but are not limited to: maintaining decommissioning records required by 10 CFR 30.35(g), implementing decontamination activities and decommissioning of the site, and completing corrective actions for open inspection items and enforcement actions.

With regard to contamination of facilities and equipment, the transferee should confirm, in writing, that it accepts full liability for the site, and it should provide evidence of adequate resources to fund decommissioning; or the transferor should provide a commitment to decontaminate the facility before change of control or ownership.

With regard to open inspection items, etc., the transferee should confirm, in writing, that it accepts full responsibility for open inspection items and/or any resulting enforcement actions; or the transferee proposes alternative measures for meeting the requirements; or the transferor provides a commitment to close out all such actions with NRC before license transfer.

14. Documentation that the transferor and transferee agree to the change in ownership or control of the licensed material and activity, and the conditions of transfer; and the transferee is made aware of all open inspection items and its responsibility for possible resulting enforcement actions.
15. A commitment by the transferee to abide by all constraints, conditions, requirements, representations, and commitments identified in the existing license. If not, the transferee must provide a description of its program, to ensure compliance with the license and regulations.

References: The information above is contained in IN-89-25, Revision 1, "Unauthorized Transfer of Ownership or Control of Licensed Activities." See the Notice of Availability (on the inside front cover of this report) to obtain copies.

This is to acknowledge the receipt of your letter/application dated

10/11/2006, and to inform you that the initial processing which includes an administrative review has been performed.

Amendment 37-30704-01 There were no administrative omissions. Your application was assigned to a technical reviewer. Please note that the technical review may identify additional omissions or require additional information.

Please provide to this office within 30 days of your receipt of this card

A copy of your action has been forwarded to our License Fee & Accounts Receivable Branch, who will contact you separately if there is a fee issue involved.

Your action has been assigned **Mail Control Number** 139581.
When calling to inquire about this action, please refer to this control number.
You may call us on (610) 337-5398, or 337-5260.