

11-09-2010

DATE

This is to acknowledge the receipt of your letter/application dated 10-11-2010, and to inform you that the initial processing, which includes an administrative review, has been performed.

There were no administrative omissions. Your application will be assigned to a technical reviewer. Please note that the technical review may identify other omissions or require additional information.

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

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The action you requested is normally processed within 90 days.

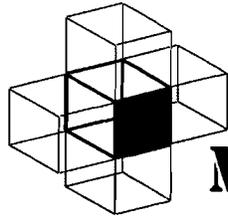
A copy of your action has been forwarded to our License Fee & Accounts Receivable Branch, who will contact you separately if there is a fee issue involved.

Your action has been assigned **Mail Control Number** 573786.  
When calling to inquire about this action, please refer to this mail control number.  
You may call me at (817) 860-8103.

Sincerely,



Licensing Assistant



**MISKO, INC.**

**3000 WRIGHT ROAD SUITE B, IDAHO FALLS, IDAHO 83401**

Native American Owned Business, DBE

RECEIVED

OCT 18 2010

DNMS

Date: October 11, 2010

NUCLEAR MATERIALS LICENSING SECTION  
U.S. Nuclear Regulatory Commission, Region IV  
611 Ryan Plaza Drive, Suite 400  
Arlington, TX 76011-8064

ATTN: Licensing Assistant

### **Information Needed for Change of Ownership**

Docket# 030-38005  
License # 11-29341-01

We are requesting an expedited amendment to our materials license stated above, due to projected growth within our company.

- 1) The new name of the licensed organization.

*There will be no change in the name of our organization (MISKO, Inc.).*

- 2) The new licensee contact and telephone number(s) to facilitate communications.

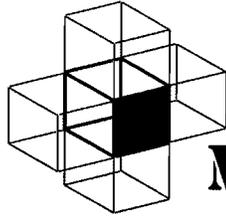
*There will be no change in the licensee contact or telephone number(s) to facilitate communications.*

- 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 person 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.

*Stuart R. Gokey will become President of MISKO, Inc. Rick Gokey will become Vice President of construction and Michael Maher will become Vice President of Testing, and Karen Gokey will be Secretary. Michael Maher will remain RSO and in responsible charge of all radiation safety and the use of licensed materials. All individuals responsible for the radiation safety and the use of the licensed material will be trained as stated in the original license.*

- 4) An indication of whether the transferor will remain in non-licensed business without the license.

*Rick Gokey will remain within the company as Vice President of Construction.*



# MISKO, INC.

**3000 WRIGHT ROAD SUITE B, IDAHO FALLS, IDAHO 83401**

Native American Owned Business, DBE

- 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.

*Stuart Gokey is making a cash purchase of 80% of all stocks and assets from Rick Gokey that pertain to MISKO, Inc. Rick Gokey and Karen Gokey will retain the remaining 20% of stocks and assets. MISKO, Inc. will remain the name of the organization.*

- 6) A complete description of any planned changes in organization, location, facility, equipment, or procedures (i.e., changes in operating or emergency procedures).

*MISKO, Inc. will be operated by a new majority owner; however, the staff will remain the same. MISKO's facility will remain the same, as well as all operating and emergency procedures that are already in place.*

- 7) A detailed description of any changes in the use, possession, location, or storage of the licensed materials.

*There will be no changes in the use, possession, location, or storage of the licensed materials.*

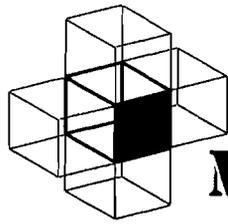
- 8) Any changes in organization, location, facilities, equipment, procedures, or personnel that would require a license amendment even without the change of ownership.

*There will be no other 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.

*All surveillance items and records (e.g., calibrations, leak tests, surveys, inventories, and accountability requirements) will be current at the time of transfer of ownership. All records are current at this time and will remain with the RSO.*

- 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, incinerators, radioactive material spills, and on-site burials, have been transferred to the new licensee, if license activities will continue at the same location, or to NRC for license terminations.



# MISKO, INC.

**3000 WRIGHT ROAD SUITE B, IDAHO FALLS, IDAHO 83401**

Native American Owned Business, DBE

*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, incinerators, radioactive material spills, and on-site burials, will be transferred to the new licensee.*

- 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?

*The facility will remain the same under the new ownership. The new ownership agrees to assume full liability for the decontamination of the facility when the time may arise. MISKO will continue to operate as it did before the transfer.*

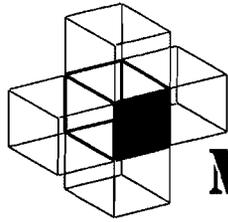
- 12) A description of any decontamination plans, including financial assurance arrangements of the transferee, as specified in 10 CFR 30.35, 40.36, and 70.25. Include information about how the transferee and transferor propose to divide the transferor's assets, and responsibility for any cleanup needed at the time of transfer.

*There are no decontamination plans in effect for the transfer of ownership. The transferor's assets will be divided as described in line item #5 of this document. The facility will remain the same and operations will continue as they did prior to the 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.

*The transferee 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 when and if the need arises, and completing corrective actions for open inspection items and enforcement actions. The transferee agrees to take full liability of the facility, and any open inspection items and/or any resulting enforcement actions.*

- 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 the transfer; and the transferee is made aware of all open inspection items and its responsibility for possible resulting enforcement actions.



# MISKO, INC.

**3000 WRIGHT ROAD SUITE B, IDAHO FALLS, IDAHO 83401**

Native American Owned Business, DBE

*By signing this amendment, the transferor and transferee agree to the change of ownership or control of the licensed material and activity, and the conditions of the 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.

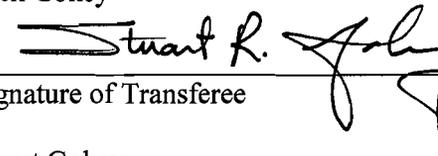
*By signing this change in ownership document, the transferee agrees to abide by all constraints, conditions, requirements, representations, and commitments identified in the existing license.*

Attached is a copy of the new corporate organizational chart. This organizational chart shall be part of this document and identified as Exhibit A. If you have any additional questions or need further clarification, please call Michael Maher at 208-227-4094. Thank you in advance for your efforts to expedite this Materials License Amendment.

  
 \_\_\_\_\_  
 Signature of Transferor

10/11/10  
 \_\_\_\_\_  
 Date

Rick Gokey

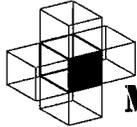
  
 \_\_\_\_\_  
 Signature of Transferee

10/11/10  
 \_\_\_\_\_  
 Date

Stuart Gokey

Attachment: Exhibit A (organizational flow chart)

- CC: Rick Gokey  
 Stuart Gokey  
 Karen Gokey  
 Michael Maher  
 Shanna Stewart



**MISKO, INC.**

**3000 WRIGHT ROAD SUITE B, IDAHO FALLS, IDAHO 83401**

Native American Owned Business, DBE, HUBZone

## ORGANIZATION CHART

Stuart R. Gokey	President
Rick R. Gokey	Vice President – Construction
Mike Maher	Vice President – Testing
Karen Gokey	Secretary

BETWEEN:

Accounts Receivable/Payable  
and  
Regional Licensing Branches

[ FOR ARPB USE ]  
INFORMATION FROM LTS

Program Code: 03121  
Status Code: Pending Amendment  
Fee Category: 3P  
Exp. Date:  
Fee Comments:  
Decom Fin Assur Req: N

### License Fee Worksheet - License Fee Transmittal

#### A. REGION

##### 1. APPLICATION ATTACHED

Applicant/Licensee: MISKO, INC.  
Received Date: 10/18/2010  
Docket Number: 3038005  
Mail Control Number: 573786  
License Number: 11-29341-01  
Action Type: Amendment

##### 2. FEE ATTACHED

Amount: \_\_\_\_\_

Check No.: \_\_\_\_\_

##### 3. COMMENTS

Signed: \_\_\_\_\_

*Colleen Murnahan*

Date: \_\_\_\_\_

10-29-2010

#### B. LICENSE FEE MANAGEMENT BRANCH (Check when milestone 03 is entered / / )

1. Fee Category and Amount: \_\_\_\_\_

2. Correct Fee Paid. Application may be processed for:

Amendment: \_\_\_\_\_

Renewal: \_\_\_\_\_

License: \_\_\_\_\_

3. OTHER \_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

7)

PARCEL EXPRESS  
2081 542-5400  
1795 W. BROADWAY  
IDENB FALLS ID 83402

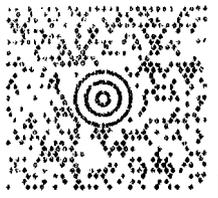
0.2 LBS LTR

1 OF 1

SHIP TO:

U.S. NUCLEAR REGULATORY COMMISSION,  
(208) 522-3188  
ATTN: LICENSING ASSISTANT  
611 RYAN PLAZA DRIVE SUITE 400  
ARLINGTON TX 76011

073110



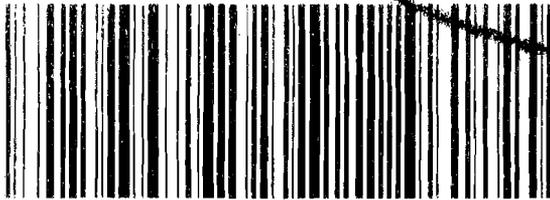
TX 760 0-10



UPS NEXT DAY AIR

TRACKING #: 1Z 810 5XW 01 4889 7128

1



BILLING: P/P

REF 1:PM PKG ID 134561

REF 2:FROM Misko INC MICHAEL MAHER

US 12 0 17

LP2844 09 0A 10:2010



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