



Pfizer Inc
Environmental, Health & Safety

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September 15, 2011

Mr. Kevin Null
Nuclear Materials Licensing Section
Nuclear Regulatory Commission, Region III
2443 Warrenville Road, Suite 210
Lisle, IL 60532-4352

Dear Mr. Null:

Pharmacia & Upjohn Company LLC (a subsidiary of Pfizer Inc.) wishes to amend its NRC byproduct material license 21-00182-03 by reducing its possession limits for unsealed radioactive materials below the amounts prescribed in 10 CFR 30.35 requiring a decommissioning funding plan. In addition, Pharmacia & Upjohn Company LLC is asking that the condition permitting on-site incineration of its radioactive waste be removed from the license. The on-site incinerator was decommissioned by Pharmacia & Upjohn Company LLC and the NRC in 2007.

Attached please find further details regarding these requested changes and any updates to the pertinent sections of previously submitted byproduct material license information. Please feel free to contact me if you should have any questions concerning these requested changes.

Sincerely,

A handwritten signature in black ink that reads "Timothy L. Popp".

Timothy L. Popp
Radiation Safety Officer

TLP11016

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Attachment 1

The following is a list of the requested changes to NRC Material License 21-00182-03 and/or to any of the license requirements in the documents listed in Condition 23 of NRC Material License 21-00182-03.

1. Revise the NRC Byproduct Materials License Possession Limits

Refer to conditions 6, 7, 8, 9 and 19 of NRC Material License 21-00182-03 and Enclosure 2 of the Materials License Application dated December 12, 2004.

Pharmacia & Upjohn Company LLC wishes to reduce its NRC byproduct materials license possession limits for unsealed radioactive materials below the amounts prescribed in 10 CFR 30.35 requiring a decommissioning funding plan. The broad possession limit for byproduct materials with atomic numbers 1-83 would be eliminated. Instead, isotopes P-32, P-33, S-35, I-125 and I-131 would be limited to 150 milliCuries each and the possession limit for H-3 and C-14 would be reduced to 20 Curies and 8 Curies respectively. The possession limits for sealed radioactive materials would remain unchanged.

In consideration of the new proposed license limits, it will not be necessary to further restrict the possession limits below the limits specified in 10 CFR 30.72 for an emergency plan as required by Condition 19 of the NRC Material License since it will no longer be possible to exceed the 10 CFR 30.72 limits. If appropriate, Condition 19 should be removed from the NRC materials license at this time.

See the new Enclosure 2 document attached to this request.

2. Remove Condition 21 of the NRC Byproduct Materials License

Refer to Condition 21 A & B of NRC Material License 21-00182-03 and amendment request letter dated August 22, 2007 referenced in Condition 23 of NRC Materials License 21-00182-03 (NRC License Amendment 67).

Condition 21 permits the disposal of radioactive material by on-site incineration. However, the incinerator was dismantled by Pharmacia & Upjohn Company LLC and officially decommissioned by the NRC in 2007 (Refer to the letter dated August 22, 2007 referenced in Condition 23 of the NRC materials license). Condition 21 should probably have been removed from the materials license at the time the incinerator was decommissioned.

New Enclosure 2 Document

Radioactive Material (Type, Form and Use)

Byproduct, source, and/or special nuclear material	Chemical and/or physical form	Maximum amount that licensee may possess at any one time under this license
A. P-32, P-33, S-35, I-125, I-131	A. Any	A. Not to exceed 150 millicuries per radionuclide.
B. H-3	B. Any	B. 20 curies
C. C-14	C. Any	C. 8 curies
D. Americium-241	D. Sealed sources (An evaluated source which has been registered with the NRC or an agreement State in accordance with 10 CFR 32.210)	D. Not to exceed 150 millicuries per source. Not to exceed 1 curie total.
E. Nickel-63	E. Plated or foil sources (Any source which has been evaluated by the NRC or an Agreement State in accordance with 10 CFR 32.210)	E. No single source to exceed 25 millicuries. Not to exceed 1 curie total
F. Cesium-137	F. Sealed sources (Any source which has been evaluated by the NRC or an Agreement State in accordance with 10 CFR 32.210)	F. No single source to exceed 150 millicuries. Not to exceed 1 curie total

Authorized Use:

- A, B and C. For pharmaceutical research and development as defined in Section 30.4, 10 CFR Part 30, including animal studies.
- D. To be used as sources for calibration and standardization of radiation detection instrumentation, and in NRC approved source holders for measurements of flow, level and/or density of materials.
- E. To be used in gas chromatographs for sample analysis.
- F. To be used in NRC approved source holders for measurements of flow, level and/or density of materials.

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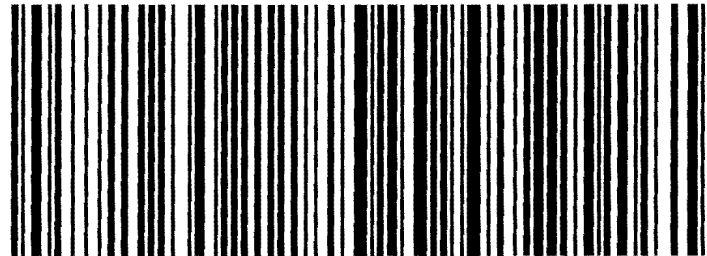
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