



ESTUDIO LEGAL

*Mendoza, Román & Sánchez*

CASOS CIVILES · CRIMINALES · ADMINISTRATIVOS · NOTARÍA

September 23, 2014

To: U.S. Nuclear Regulatory Commission (NRC)  
Materials Security and Industrial Branch  
Division of Nuclear Materials Safety

From: HR Asphalt, Inc.  
c/o José Luis Sánchez Montalvo, Attorney at Law

*K4*  
*030-37814*

REC'D 10/01/14 14:07:12

## REQUEST TO TERMINATE LICENSE

Greetings!

This communication is in regards to the previous communication held on September 9, 2014 and the email received subsequently on September 10, 2014. HR Asphalt, Inc. is formally requesting that the U.S. Nuclear Regulatory Commission (NRC) terminate **license number 52-3132<sup>9004</sup>A-01**. As mentioned in the previous conversation, the two portable gauges have been successfully decommissioned and sent accordingly to Seaman-Nuclear Corp. located in Oak Creek, WI, a licensed third party. (See Attachment I) The gauges were sent from Carolina, PR on August 13, 2014 and were received in Oak Creek, WI on August 15, 2014. (See Attachment II). HR Asphalt, Inc. no longer possesses nor is interested in possessing nuclear material for any general or particular use.



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Furthermore, HR Asphalt, Inc. will be submitting the "Small Entity Status Form" in order to determine if a lower fee is applicable for the fees owed for the period of October 1, 2013 to September 30, 2014.

We request that subsequent communications be directed to the email or postal address described below.

Sincerely,



**José L. Sánchez Montalvo, Attorney at law**

Attorney num. 18,602

P.O. Box 800308

Coto Laurel, PR 00780-0308

[jsanchez@estudiolegalmrs.com](mailto:jsanchez@estudiolegalmrs.com)

(787) 651-3941 – Office

(787) 458-2624 – Mobile



**Expanded Service**  
**International Air Waybill**

For FedEx services worldwide including express freight services, dangerous goods, broker select, and letter of credit.

Friday 08/15/14 10:30 Am - 6:00pm

The World On Time.

**1 From** Please print and press hard.  
 Date 08/10/14 Sender's FedEx Account Number 269125136  
 Sender's Name David Rowe Phone 787-245-7248  
 Company HR Asphalt, Inc  
 Address Paseo de la Fuente  
 Address D-4 Calle Tivoli  
 City San Juan State PR  
 Country USA ZIP Postal Code 00926-6459

**2 To**  
 Recipient's Name \_\_\_\_\_ Phone 414 762 5100  
 Company Seaman Nuclear Corp  
 Address 7315 South First Street  
 Address \_\_\_\_\_  
 City Oak Creek State WI  
 Country USA ZIP Postal Code 53154

Recipient's Tax ID Number for Customs Purposes  
 e.g. GST/RFC/VAT/VEIN/ABN, or as locally required

**3 Shipment Information**  
 Total Packages 2 Total Weight 110  lbs.  kg  
 Shipper's Load and Count/SLAC 2 DIM 64 49 49  in.  cm

Commodity Description	Harmonized Code	Country of Manufacture	Value for Customs
DETAILS REQUIRED: PRINT IN ENGLISH <u>Radioactive Material</u> <u>Type A Package</u> <u>Non Special Form, non</u> <u>Assemble or fissile excepted</u> <u>UN 2915</u>			<u>NCV</u>
		<u>USA</u>	

Has ESI been filed in ASBT?  For U.S. Export Only: Check One  
 No ESI required, value \$2,500 or less per Schedule B Number, no license required (NLR), not subject to ITRR.  
 No ESI required, enter exemption number: \_\_\_\_\_  
 Yes - Enter ASB code of filing election.

Total Declared Value for Carriage NCV  
 Total Value for Customs (Specify Currency) NCV USD

For Completion Instructions, see back of fifth page.

**Questions?**  
 Go to our Web site at [fedex.com](http://fedex.com).  
 or  
 In the U.S., call 1.800.GoFedEx 1.800.483.3339.  
 Outside the U.S., call your local FedEx office.

The terms and conditions of service may vary from country to country. Consult our local office for specific information.  
 Non-Negotiable International Air Waybill • ©1994-2008 FedEx

Not all services and options are available to all destinations.

**4a Express Package Service** Packages up to 150 lbs. / 68 kg  
 FedEx Intl. Priority  
 FedEx Intl. First Available to select locations.  
 FedEx Intl. Economy FedEx Envelope and FedEx Pak (also not available)

**4b Express Freight Service** Packages over 150 lbs. / 68 kg  
 FedEx Intl. Priority Freight  
 FedEx Intl. Economy Freight  
 Tracking Number REQUIRED  
 Please call your local FedEx office to book shipments.

**5 Packaging** \*These unique brown boxes with special pricing are provided by FedEx for FedEx Intl. Priority only.  
 FedEx Envelope  
 FedEx Pak  
 FedEx Box  
 FedEx Tube  
 Other \_\_\_\_\_  
 FedEx 10kg Box\*  
 FedEx 25kg Box\*

**6a Special Handling**  
 HOLD at FedEx Location  
 SATURDAY Delivery Available to select locations for FedEx Intl. Priority and FedEx Intl. Priority Freight only.  
 Does this shipment contain dangerous goods?  No  Yes per attached Shipper's Declaration. A box must be checked / ticked.  
 Yes Shipper's Declaration not required.  
 Dry Ice, 5 UN 1845 \_\_\_\_\_ kg  
 Cargo Aircraft Only  
 Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box.

**6b Broker Selection** Not available with FedEx Intl. First.  Intl. Broker Select To specify a broker other than FedEx.  
 Broker's Name \_\_\_\_\_  
 City / State / Province / Country \_\_\_\_\_  
 ZIP / Postal Code REQUIRED Phone \_\_\_\_\_

**7 Payment** Complete payment options for both transportation charges and duties and taxes.  
**Bill transportation charges to:**  
 Shipper (FedEx Acct. No. in Section 1 will be billed).  
 Recipient  
 Third Party  
 Credit Card  
 Cash / Check / Cheque  
 FedEx Use Only

**Bill duties and taxes to:** ALL shipments may be subject to Customs charges, which FedEx does not estimate prior to clearance.  
 Sender Acct. No. in Section 1 will be billed.  
 Recipient  
 Third Party  
 FedEx Acct. No. \_\_\_\_\_

**8 Your Internal Billing Reference** (FedEx shipment will appear on invoice)  
 OPTIONAL

**9 Required Signature**  
 Use of this Air Waybill constitutes your agreement to the Conditions of Contract on the back of this Air Waybill, and you represent that this shipment does not require a U.S. State Department license. Certain international treaties, including the Warsaw Convention, may apply to this shipment and limit our liability for damage, loss, or delay, as described in the Conditions of Contract.  
**WARNING:** These commodities, technology, or software were exported from the United States in accordance with Export Administration regulations. Diversion contrary to U.S. law prohibited.  
 Sender's Signature: David Rowe  
 This is not authorization to deliver this shipment without a recipient signature.  
 FedEx Courier Receipt: \_\_\_\_\_ Date: \_\_\_\_\_  
 For letter of credit at invoice only.

Ship and track packages at [fedex.com](http://fedex.com)

FedEx Tracking Number 8021 5485 7351 Form ID No. 0425

569

PART 18411 • Rev. Data 11/08  
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RETAIN THIS COPY FOR YOUR RECORDS.

FOLD HERE BEFORE INSERTING IN POLICE.

**SHIPPER'S DECLARATION FOR DANGEROUS GOODS**

(Provide at least three copies to the airline.)

Shipper David Rhoe Paseo de la Fuente D4 Calle Tivoli San Juan, PR 00926-6459 787-245-7248	Air Waybill No. 8021 5485 7351  Page 1 of 1 Pages  Shipper's Reference Number (optional) HR Asphalt Inc
---	--

Consignee Seaman Nuclear Corp 7315 South First Street Oak Creek, WI 53154 414-762-5100	This shipper's declaration was prepared using a FedEx Express template. It must be used ONLY for: * Class 7 radioactive shipments * Shipments using an 023 air waybill (IP1, IXF or ATA service) * Shipments originating from a non-US location
--	--

Two completed and signed copies of this Declaration must be handed to the operator

**WARNING**

Failure to comply with all respects with the applicable Dangerous Goods Regulations may be in breach of the applicable law, subject to legal penalties.

**TRANSPORT DETAILS**

This shipment is within the limitations prescribed for: (delete non applicable)	Airport of Departure SJU		
<table border="1"> <tr> <td><del>PASSENGER AIRCRAFT</del></td> <td>CARGO AIRCRAFT ONLY</td> </tr> </table>	<del>PASSENGER AIRCRAFT</del>	CARGO AIRCRAFT ONLY	
<del>PASSENGER AIRCRAFT</del>	CARGO AIRCRAFT ONLY		
Airport of Destination:			

Shipment type: (delete non-applicable)  
~~XXXXXXXXXX~~ RADIOACTIVE

**NATURE AND QUANTITY OF DANGEROUS GOODS**

Dangerous Goods Identification				Quantity and type of packaging	Packing Inst.	Authorization
UN or IC No.	Proper Shipping Name	Class or Division (Subsidiary Risk)	Pack- ing Group			
UN 2915	Radioactive Materials Type A Package Non-special form non fissile or fissile excepted	7		1 - Grey Plastic Cases 1 source - solid Radium 226 (Ra-226) salt mixed with beryllium x 166.5 MBq 1 Type A Package	Yellow II TI= 0.7 Dim =64x 49 x 49 cm	
UN 2915	Radioactive Materials Type A Package Non-special form non fissile or fissile excepted	7		1 - Grey Plastic Cases 1 source - solid Radium 226 (Ra-226) salt mixed with beryllium x 166.5 MBq 1 Type A Package	Yellow II TI= 0.7 Dim =64x 49 x 49 cm	

**Additional Handling Information**  
 C-200 Serial Number A-552, Security Seal Number 1826706 inside, 1826705 outside  
 C-200 Serial Number L-516, Security Seal Number 1826704 inside, 1826703 outside

I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labelled/placarded, and are in all respects in proper condition for transport according to applicable International and National Governmental Regulations. I declare that all of the applicable air transport requirements have been met.	Name/Title of Signatory David Rhoe/Consultant  Place and Date San Juan, PR August 13, 2014  Signature (see warning above)
787-245-7248, 787-246-6088	Emergency Telephone Number

FOR RADIOACTIVE MATERIAL SHIPMENT ACCEPTABLE FOR PASSENGER AIRCRAFT, THE SHIPMENT CONTAINS RADIOACTIVE MATERIAL INTENDED FOR USE IN OR INCIDENT TO RESEARCH, MEDICAL DIAGNOSIS, OR TREATMENT. ADR EUROPEAN TRANSPORT STATEMENT: CARRIAGE IN ACCORDANCE WITH 1.1.4.2.1

Leak Test Record  
NRC License 52-25430-01

Leak Tested For:	HR Asphalt, Inc.	
Leak Tested By:	David Rhoe	
Standard Source (NIST traceable):	Am-241	Cs-137 NES-139S
Standard Activity (uCi):	1.145	0.105
Standard Date	15-Nov-98	09-Sep-88
Date of the Leak Test:	13-Aug-14	
Decay Activity uCi (from decay chart):	1.11645	0.05769
Standard (dpm):	2478519	1280718
Instrument used to count wipe sample:	Beckman Gamma	
Instrument Model Number:	5500	
Instrument Serial Number:	8044788	
NIST Traceable Standard (cpm):	137666	33675
Counting Efficiency:	0.06	0.26
Counting Efficiency in percentage (%):	5.55	26.29
Counting time (minutes)	1	1
Background (cpm)	141	141
Minimum Detectable Activity:	1.362E-04	2.877E-05

Wipe (Smear) Test: All external or accessible surfaces of the source or housing are wiped with a piece of filter paper or other absorbent material which has been moistened with an appropriate solvent and the activity removed is measured.  
Note: Background counts were not subtracted from wipe test sample to calculate sample activity.

Source ID and Serial Number	Wipe Test	Sample Activity	Gamma Sample Activity
Seaman C-200 L-516	141	0.00114	0.00024

This test reveals that 0.005 microcuries or less was present as removable contamination.  
Should the removable contamination exceed 0.005 microcuries, the source must be removed from use and necessary measures taken according to NRC regulations.

  
David Rhoe Health/Medical Physicist

Leak Test Record  
NRC License 52-25430-01

Leak Tested For:	HR Asphalt, Inc.	
Leak Tested By:	David Rhoe	
Standard Source (NIST tracable):	Am-241	Cs-137 NES-139S
Standard Activity (uCi):	1.145	0.105
Standard Date	15-Nov-98	09-Sep-88
Date of the Leak Test:	13-Aug-14	
Decay Activity uCi (from decay chart):	1.11645	0.05769
Standard (dpm):	2478519	128071.8
Instrument used to count wipe sample:	Beckman Gamma	
Instrument Model Number:	5500	
Instrument Serial Number:	8044788	
NIST Traceable Standard (cpm)	137666	33675
Counting Efficiency:	0.06	0.26
Counting Efficiency in percentage (%):	5.55	26.29
Counting time (minutes)	1	1
Background (cpm)	141	141
Minimum Detectable Activity:	1.362E-04	2.877E-05

Wipe (Smear) Test: All external or accessible surfaces of the source or housing are wiped with a piece of filter paper or other absorbent material which has been moistened with an appropriate solvent and the activity removed is measured.  
Note: Background counts were not subtracted from wipe test sample to calculate sample activity.

Source ID and Serial Number	Wipe Test	Sample Activity	Gamma Sample Activity
Seaman C-200 A-552	169	0.00137	0.00029

This test reveals that 0.005 microcuries or less was present as removable contamination. Should the removable contamination exceed 0.005 microcuries, the source must be removed from use and necessary measures taken according to NRC regulations.

  
David Rhoe Health/Medical Physicist

# Conditions of Contract

**Definitions** On this Air Waybill, "we," "our," "us," and "FedEx" refer to Federal Express Corporation, its subsidiaries and branches, and their respective employees, agents, and independent contractors. "You" and "your" refer to the shipper and its employees, principals, and agents. If your shipment originates outside the United States, your contract of carriage is with the FedEx subsidiary, branch, or independent contractor who originally accepts the shipment from you.

"Package" means any container or envelope that is accepted by us for delivery, including any such items tendered by you utilizing our automated systems, meters, manifests, or waybills. "Shipment" means all packages which are tendered to and accepted by us on a single Air Waybill.

**Agreement to Terms** By giving us your shipment, you agree, regardless of whether you sign the front of this Air Waybill, for yourself or as an agent for and on behalf of any other person having an interest in this shipment, to all terms on this NON-NEGOTIABLE Air Waybill, and as appropriate to all terms in any FedEx transportation agreement between you and FedEx covering this shipment, and in any applicable tariff, and in the current FedEx Service Guide or Standard Conditions of Carriage, of which are available upon request. If there is a conflict between the Air Waybill and the current FedEx Service Guide or Standard Conditions of Carriage, the latter shall control, in that order of precedence. If there is a conflict between the Air Waybill and the Warsaw Convention, the Warsaw Convention will control, in that order of precedence. We are authorized to alter or modify the terms of our agreement. The binding on us when the shipment is accepted; we may mark the employee number as our signature, or our printed name shall constitute our signature of this Air Waybill.

**Your Obligations** You warrant that each article in the shipment is as described on this Air Waybill and any export documents, and is properly marked, addressed, and packed to ensure ordinary care in handling. You are responsible for all charges, including but not limited to, customs and duties, and possible surcharges, related to our prepayment of the same, governmental penalties, and our lawyers' fees and legal costs, related to this shipment.

**Air Carriage Notice** If the carriage of your shipment is by air, the Warsaw Convention (and any of its subsequent amendments and protocols) may be applicable and govern and in most cases, the Warsaw Convention provides information in connection with your shipment.

In certain countries, the Warsaw Convention limits our liability (US\$20 per kilogram) for the equivalent in local currency value for carriage as described below.

There are no stopping places which are agreed at the time of shipment and we reserve the right to route the shipment in any way.

**Road Transport Notice** Shipments transported by road require explicit agreement to do so or not, into or from a country where the Contract for International Carriage of Goods by Road (CMR) applies. The terms and conditions of the CMR, notwithstanding any other terms in this Air Waybill to the contrary, except that the higher of the two sets of conditions shall remain applicable as opposed to the other.

**Limitation of Liability** If not governed by the Warsaw Convention or other international treaties, laws, other governmental regulations, or our maximum liability for loss, damage, delay, shortage, misinformation, or failure to provide information in connection with this Air Waybill to US\$100 per shipment or US\$9.07 per kilogram (or the equivalent in local currency), whichever is greater, for carriage as described below.

If you declare a higher value, you must pay an additional charge of US\$100 (or the equivalent in local currency) of declared value or refer to our rate sheets in effect at the time of shipment for an additional charge. If you declare a higher value for carriage, our maximum liability will be the lesser of your actual damages. We do not provide cargo liability insurance.

**Declared Value Limits** The highest declared value for any FedEx Pak shipment is US\$100 per shipment or US\$9.07 per kilogram (or the equivalent in local currency), whichever is greater.

For other shipments, in particular shipments of extremely high value, the declared value of carriage is limited and depends on the nature of the shipment.

Please check the current FedEx Service Guide, or our Standard Conditions of Carriage, for an explanation of the declared value limits.

If you send more than one package using a single Air Waybill, the declared value of each package will be determined by the declared value of the shipment divided by the number of packages in the shipment.

**Liabilities Not Assumed** SUBJECT TO THE SERVICE CONDITIONS CONTAINED IN THIS AIR WAYBILL, ANY APPLICABLE TARIFF, THE CURRENT FEDEX SERVICE GUIDE, OR OUR STANDARD CONDITIONS OF CARRIAGE, WE WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL, IN EXCESS OF THE DECLARED VALUE OR US\$100 PER SHIPMENT OR US\$9.07 PER KILOGRAM (OR THE EQUIVALENT IN LOCAL CURRENCY), WHICHEVER IS GREATER, WHETHER OR NOT WE KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS.

We will not be liable for your acts or omissions, including but not limited to incorrect declaration of cargo; improper or insufficient packing, securing, marking, or

addressing of the shipment; or for the acts or omissions of the recipient or anyone else with an interest in the shipment. Also, we will not be liable if you or the recipient violates any of the terms of our agreement. We will not be liable for loss, damage, delay, shortage, misdelivery, nondelivery, misinformation, or failure to provide information in connection with shipments of cash, currency, or other prohibited items.

We will not be liable for loss, damage, delay, shortage, misdelivery, nondelivery, misinformation, or failure to provide information in connection with your shipment caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority.

**No Warranties** We make no warranties, express or implied.

**Claim for Loss, Damage, or Delay** ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE ANY APPLICABLE TARIFF, THE CURRENT FEDEX SERVICE GUIDE, OR OUR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS.

The right to damages against us shall be extinguished unless an action is brought within the time limit specified in the applicable tariff, or from the date on which the shipment was delivered to the recipient or to the addressee on any claim until all amounts have been deducted from the delivery record, after which time we will not be liable for loss, damage, or delay.

**FedEx**

MASTER TRK#: Pkg Trk#: 770827346817

MPS 13AUG 15:10  
Emp#: 440897 RTW: STA  
802154857351

Pcs: 2 1 of 1  
Emp#: 440897 RTW: STA  
802154857351

Part # 158287-039 RTW 10/18 00  
the delivery record, after which time we will not be liable for loss, damage, or delay.  
request of governmental authorities.  
shipment instructions, transportation charges, and other fees related to our shipment, and our lawyers' fees and legal costs, pending disposition.  
I appoint you as your agent for the nominal performance of customs formalities (where required) and to provide proper documentation.

Shipper Copy

applicable laws, rules, regulations, and other requirements, such as export, and re-export requirements, or over which your responsibility is complete and attach with such laws, rules, and other requirements or expenses.  
ion charges, and all duties, taxes, and our lawyers' fees.  
agent for you for export formalities and information relating to exportation and criminal penalties, fines or fraudulent statements, including but not limited to 18 USC (p. 2410); or for the violation of

orders, or requirements, such as export, and re-export requirements, or over which your responsibility is complete and attach with such laws, rules, and other requirements or expenses.  
to the extent that it is not overridden. The invalidity or unenforceability of any provision shall not affect any other provision contained or referred to in this Air Waybill.

Unless otherwise indicated, the sender's address indicated on the face of this Air Waybill is the place of execution and the place of departure, and the recipient's address listed on the face of this Air Waybill is the place of destination. Unless otherwise indicated, the first carrier of this shipment is Federal Express Corporation, P.O. Box 727, Memphis, TN 38194, U.S.A.

9/23/2014

Track your package or shipment with FedEx Tracking

FedEx® Tracking

8021 5485 7351

Ship (P/U) date:  
Wed 8/13/2014 3:15 pm

SAN JUAN, PR US



**Delivered**

Signed for by: S SEAMAN

Actual delivery:  
Fri 8/15/2014 2:43 pm

OAK CREEK, WI US

2 Piece shipment

Let us tell you when your shipment arrives. Sign up for delivery notifications ▶

Travel History

▲ Date/Time	Activity	Location
- 8/15/2014 - Friday		
2:43 pm	Delivered	OAK CREEK, WI
10:41 am	On FedEx vehicle for delivery	MILWAUKEE, WI
7:12 am	At local FedEx facility	MILWAUKEE, WI
5:15 am	At destination sort facility	MILWAUKEE, WI
3:51 am	Departed FedEx location	MEMPHIS, TN
- 8/14/2014 - Thursday		
1:08 pm	Arrived at FedEx location	MEMPHIS, TN
- 8/13/2014 - Wednesday		
8:09 pm	Left FedEx origin facility	CAROLINA, PR
3:15 pm	Picked up	CAROLINA, PR

Shipment Facts

<b>Tracking number</b>	8021 5485 7351	<b>Service</b>	FedEx International Economy
<b>Master tracking number</b>	802154857351	<b>Dimensions</b>	25x19x19 in.
<b>Signature services</b>	Indirect signature required	<b>Delivered To</b>	Shipping/Receiving
<b>Total pieces</b>	2	<b>Total shipment weight</b>	110 lbs / 49.9 kgs
<b>Packaging</b>	Your Packaging	<b>Special handling section</b>	Deliver Weekday, Indirect Signature Required
<b>Commodity information section</b>			



**CERTIFIED MAIL™**

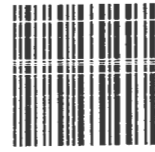


7013 2250 0000 0293 1579



UNITED STATES  
POSTAL SERVICE

1000



19406

U.S. POSTAGE  
PAID  
PONCE, PR  
00717  
SEP 27, 14  
AMOUNT

**\$7.40**

00041029-04

RETURN RECEIPT  
REQUESTED

U.S. Nuclear Regulatory Commission (NPC)  
c/o Steven Courtemanche

Region I

Materials Security and Industrial Branch  
Division of Nuclear Materials Safety  
2100 Renaissance Boulevard, Suite 100  
King of PRUSSIA, Pennsylvania

19406-2713

Estudio Legal Mendoza, Román & Sánchez

P.O. Box 800308

Coto Laurel, P.R.

00780

**FIRST CLASS**

This is to acknowledge the receipt of your letter application dated

09/23/2014, and to inform you that the initial processing which includes an administrative review has been performed.

52-31329-01 (Termination)

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

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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 585015.  
When calling to inquire about this action, please refer to this control number.  
You may call us on (610) 337-5398, or 337-5260.