

RECEIVED DEC 02 1996
Olin BRASS

215 Piedmont Street • Waterbury, CT 06720 • Phone: (203) 597-5000 • FAX: (203) 597-5032

transfer
SOMERS Thin Strip

To: Susan Greene

September 25, 1996

Director of Nuclear Material Safety and Safeguards
U. S. Nuclear Regulatory Commission
Washington, DC 20555

Dear Sir:

Enclosed is a copy of the paperwork detailing the transfer of the radioactive source #6367LV to Intergrated Industrial Systems of Yalesville, Connecticut. This source, used in a thickness measuring device, was replaced with source #1423LQ.

Our understanding of the regulation agrees with the letter attached by the Oak Ridge National Laboratory, "No report is required if the device is transferred to the Specific licensee in order to obtain a replacement device".

Should you need any further information, please feel free to contact me at 203-597-5033.

Yours truly,

Mark A. Toege
Mark A. Toege
Manager Engineering
Somers Thin Strip

MAF/dg

envradia

11/1
NE03

9901110210 960925
PDR RC *
SSD PDR

Bloomington IL • Bryan OH • Cuba MO • East Alton IL • Indianapolis IN • New Haven CT • Waterbury CT

O L I N C O R P O R A T I O N

OAK RIDGE NATIONAL LABORATORY
MANAGED BY LOCKHEED MARTIN ENERGY RESEARCH CORPORATION
FOR THE U.S. DEPARTMENT OF ENERGY

1080 COMMERCE PARK
OAK RIDGE, TN 37830

Health Sciences Research Division
PHONE: (423) 574-6425
FAX: (423) 574-9886
E-MAIL: H1B@ornl.gov

September 16, 1996

**OLIN SOMERS DIVISION
ATTN: MARK FOEGE
215 PIEDMONT
WATERBURY, CT 06720**

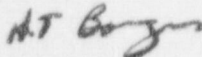
MODEL SU-S3, DEVICE 6367LV RETURNED TO INTERGRATED INDUSTRIAL SYSTEMS ON 6/24/96, SERIAL NO. 1423LQ

Our office works with the Nuclear Regulatory Commission in recording information from material transfer reports. Concerning your general domestic license for byproduct material issued pursuant to 10 CFR 31.5, the following discrepancies were found:

X You are required to submit a report within 30 days of the transfer of a device containing byproduct material to a specific licensee. The report is required by 10 CFR 31.5(c)(8) which states: "Except as provided in paragraph (c)(9) of this section, shall transfer or dispose of the device containing byproduct material only by transfer to a person holding a specific license pursuant to parts 30 and 32 of this chapter or from an Agreement State, to receive the device and within 30 days after transfer of a device to a specific licensee shall furnish to the Director of Nuclear Material Safety and Safeguards, U.S. Nuclear Regulatory Commission, Washington, DC 20555, a report containing identification of the device by manufacturer's name and model number and the name and address of the person receiving the device. No report is required if the device is transferred to the specific licensee in order to obtain a replacement device." We have notified the Director of Nuclear Material Safety and Safeguards (NMSS), U.S. Nuclear Regulatory Commission (NRC) that this report has not been submitted. Please submit a report in accordance with 10 CFR 31.5(c)(8) and also send a letter of explanation to the Director of NMSS.

_____ You are required to submit a report within 30 days of the transfer of a device containing byproduct material to another general licensee. This report is required by 10 CFR 31.5(c)(9) which states: "Shall transfer the device to another general licensee only: (i) Where the device remains in use at a particular location. In such case the transferor shall give the transferee a copy of this section and any safety documents identified in the label of the device and within 30 days of the transfer, report to the Director of Nuclear Material Safety and Safeguards, U.S. Nuclear Regulatory Commission, Washington, DC 20555, the manufacturer's name and model number of device transferred, the name and address of the transferee, and the name and/or position of an individual who may constitute a point of contact between the Commission and the transferee; or, (ii) Where the device is held in storage in the original shipping container at its intended location of use prior to initial use by a general licensee." We have notified the Director of Nuclear Material Safety and Safeguards (NMSS), U.S. Nuclear Regulatory Commission (NRC) that this report has not been submitted. Please submit a report in accordance with 10 CFR 31.5(c)(9) and also send a letter of explanation to the Director of NMSS.

Sincerely,



Tim Borges, Ph.D.

c: Director of Nuclear Material Safety and Safeguards, U.S. Nuclear Regulatory Commission

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RECEIVED

SEP 23 1996

ENGINEERING

INTEROFFICE MEMO



TO: File
FROM: Mark Foege

AT
AT Waterbury

DATE June 25, 1996
COPY TO

SUBJECT: 13 Mill LFE Source Change

On June 24, 1996 the source on #13 Mill right LFE gauge was found to be defective. I2S changed the source. The Old source # was 6367LV, the New source # is 1423LQ.



Brass Division

No. S25689

PURCHASE ORDER

Metals Research Lab.

Somers Thin Strip

DATE OF ORDER

06/25/96

TO • INTEGRATED INDUSTRIAL SYSTEMS
 • 475 MAIN STREET
 • YALESVILLE CT 06492
 •
 •

(SELLER)

DELIVER TO • SOMERS THIN STRIP
 • 94 BALDWIN AVENUE
 • GATE #2
 • WATERBURY CT 06706
 •

IMPORTANT: READ ALL INSTRUCTIONS. TERMS AND
 CONDITIONS ON FACE AND REVERSE SIDES.

BUYER'S ORDER NUMBER MUST APPEAR ON ALL PACKAGES, SHIPPING
 DOCUMENTS, INVOICES AND CORRESPONDENCE. QUANTITY, UNIT AND
 BUYER'S CODE NUMBER AS SHOWN BELOW MUST APPEAR ON INVOICES
 AND PACKING LISTS.

MAIL INVOICES IN DUPLICATE AND PROOF OF SHIPMENT TO
 ACCOUNTING DEPARTMENT AT:
 SOMERS THIN STRIP/BRASS DIVISION
 215 PIEDMONT STREET
 P.O. BOX 270
 WATERBURY, CT 06720-0270

SHIP VIA	SELLER'S QUOTE NO. OR DATE	DELIVERY DATE
UPS		06/25/96
F.O.B.	TERMS	CONNECTICUT SALES TAX
SHIPPING POINT	NET 30 DAYS	6.00

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	ACCOUNTING CHARGE NO.
1	1	EA	FIFF RADIO ACTIVE SOURCE FOR LFE SOURCE MOD SS-3A RADIO ACTIVE UNIT S/N 1423LQ SOURCE S/N 6367LV REMOVED & TAKEN BY I2S PERSON RIGHT SIDE OF #13 MILL KAK	14600.00	6113-260
			TAX	876.00	
			TOTAL	\$15476.00	

INSTRUCTIONS TO SELLER:

This Purchase Order is issued subject to and expressly
 conditional on your acceptance of all terms and conditions
 on the face and on the reverse side hereof and any supple-
 mental conditions attached hereto.

BY BRIAN WEYEL

ORIGINAL

OLIN BRASS

TERMS AND CONDITIONS

1. **DEFINITION:** "Materials" as used in this Order means materials, equipment and any other articles covered by this Order.
2. **CONTRACT:** (a) This Order constitutes the entire contract between the parties. Acceptance is limited to the terms hereof and Buyer hereby objects to any additional or revised terms proposed by Seller. No revision, in addition to this Order or any of its terms and conditions shall be effective (whether or not in Seller's acknowledgment or other form) unless agreed to in writing by Buyer. Shipment of any of the Materials constitutes acceptance of all the terms and conditions hereof whether or not Seller has acknowledged this Order.
(b) In the event of any inconsistency between these printed terms and conditions, and the face hereof or any supplemental conditions attached hereto, the face or such supplemental conditions shall prevail.
(c) Buyer shall have the right to make changes within the general scope of this Order, but no additional charge will be allowed unless authorized in writing by Buyer. If such changes affect the delivery schedule or the amount to be paid by Buyer, Seller shall notify Buyer immediately and negotiate an adjustment.
3. **PRICE:** This Order shall not be filled at higher prices than specified herein. If price is omitted, the Materials shall be billed at price last quoted or paid, or at the prevailing market price on the date of this Order, whichever is lower.
4. **DELIVERY:** Time is of the essence. If Seller fails to make shipment or delivery when due, or if Late shipment or delivery is made which is not in all respects in accord with this Order (including time of shipment or delivery), Buyer reserves the right to reject such delivery and, if Buyer so elects, Buyer may treat this Order as repudiated by Seller and cancel it or any outstanding deliveries hereunder, without prejudice to Buyer's rights to claim damages, or to enforce any other remedy provided by law. All expenses of transportation and storage, if any, resulting therefrom shall be for Seller's account.
5. **INSPECTION:** Buyer shall have the right to inspect at Seller's plant or following receipt, at its election, any and all Materials and to reject those which do not conform to Buyer's specifications, or, if not so specified, which do not conform to standard specifications. All costs incurred and damages sustained by Buyer as a result of rejections made under the provisions hereof shall be for Seller's account and Buyer may return such Materials at Seller's expense. Materials are subject to Buyer's inspection notwithstanding prior payment.
6. **WARRANTY:** All Materials and their packaging shall conform with the description by which they are ordered herein and shall be in all respects suitable for the particular purpose or use for which they are purchased by Buyer. If the Seller knows or has reason to know the purpose or use, Seller warrants all Materials furnished and/or installed by it hereunder to be new and not used or reconditioned (unless otherwise specified in this Order) and free from defects in materials or workmanship. At Buyer's option, Seller shall repair or replace without cost to Buyer any defective Materials and upon failure to do so within a reasonable time under usual practice, after three days' prior written notice, Buyer may do so at Seller's expense.
7. **FOOD AND DRUG GUARANTY:** If this Order relates to the purchase of any food, drug, or cosmetic, or substance, the intended use of which results or may reasonably be expected to result, directly or indirectly, in its becoming a component or otherwise affecting the characteristics of any food (including any substance intended for use in producing, manufacturing, packing, processing, preparing, treating, packaging, transporting, or holding food), Seller hereby guarantees that the article comprising each shipment or other delivery now or hereafter made by Seller to Buyer, as of the date of such shipment or delivery, is not adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable State laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the above Act, and not an article which may not, under the provisions of Section 454 and 505 of said Act, be introduced into interstate commerce.
8. **THIRD PARTY CLAIMS:** Seller agrees to hold harmless and indemnify Buyer from any and all claims, liabilities, losses, costs, and expenses including reasonable attorneys' fees, arising out of any alleged death or injury to any person, or any alleged damage or loss of property resulting or claimed to result from any actual or claimed defect in the materials sold under this Order.
9. **PACKING:** Buyer is not responsible for any charge for packing, boxing, storage or cartage.
10. **EXCUSABLE DELAYS:** Neither party shall be liable for any delay or failure of performance due solely to strikes, fires, or other causes beyond its control and without its fault or negligence, provided that the party subject to such cause shall have given written notice thereof to the other as soon as the same could be anticipated, and if it could not be anticipated, promptly following the commencement thereof. If Seller should be unable, due to such a cause, to meet all of its delivery commitments for the Materials ordered herein as they become due, Seller shall not discriminate against Buyer or in favor of any other customer in making deliveries of such Materials. Seller shall use its best efforts to anticipate the effect of such cause and mitigate the effect of such cause and to make deliveries as expeditiously as possible. However, if Buyer believes that the delay or anticipated delay in Seller's deliveries may impair its ability to meet its production schedules or may otherwise interfere with its operations, Buyer may at its option, and without liability to Seller, cancel outstanding deliveries hereunder wholly or in part. Notwithstanding any provision of this Order, Seller agrees it will not claim impracticability to excuse its performance, whether by reason of Section 2-615 of the Uniform Commercial Code, usage of trade or otherwise.
11. **TITLE AND RISK OF LOSS:** Title to, and risk of loss of, Materials shall rest upon Seller until such Materials are delivered at the F.O.B., or other point specified in the Order, or at point therein designated where the passes, or, if no such point is given, then until they are delivered to a public carrier consigned to Buyer, or are delivered to Buyer, whichever delivery shall occur first, provided, however, that in the case of deliveries by barge or ship, title and risk of loss will pass when the Materials are unloaded into Buyer's tanks, bins, or other storage facilities. If Materials purchased are of an explosive, inflammable, toxic, hazardous or otherwise dangerous nature, Seller shall hold Buyer harmless against any claims asserted against Buyer on account of any personal injury and property damages caused by such Materials, or by the transportation or handling thereof, prior to the completion of unloading at Buyer's plant or warehouse.
12. **INSURANCE ON MATERIALS:** Seller shall not insure the Materials for Buyer's account unless the terms of this Order so require.
13. **INFRINGEMENT:** It is anticipated that the Materials will be possessed, used and/or sold by the Buyer and/or its customers. If by reason of any of these acts a suit is brought or threatened for infringement of any patent on the Materials, their manufacture or use, or for infringement of any trademark, trade name or copyright, Seller shall at its own expense defend such suit and indemnify Buyer and its customers against all loss and expense in connection with such suit or threatened suit, including awards of damages, costs and attorney's fees.
14. **LABOR:** If this Order covers the performance of labor and/or supervision of installation on Buyer's premises, Seller agrees to indemnify and protect Buyer against all claims and liabilities for injury or damage to any person or property arising out of the performance of this Order. Seller will furnish Buyer a certificate or other satisfactory evidence of insurance to the effect that Seller has and will maintain while on Buyer's premises adequate insurance coverage (including public liability and property damage, automobile liability and workmen's compensation) in such amounts and with such insurance companies as are satisfactory to Buyer. Seller also agrees that it, its employees, agents, and subcontractors, will comply with all of Buyer's safety and other rules covering outside contractors while on Buyer's premises.
15. **TAXES:** Unless otherwise provided herein, prices shown on this Order include all taxes not expressly imposed by law on the Buyer of the Materials ordered hereunder.
16. **COMPLIANCE WITH LAW:** In the performance of this Order, Seller shall comply with all applicable laws, ordinances, rules and regulations, Federal, State and Local. Seller certifies to Buyer that the Materials were produced in compliance with all applicable requirements of the Fair Labor Standards Act of 1938, as amended, including the requirements as to records. The Equal Employment Opportunity clause prescribed by Executive Order No. 11246 of Sept. 24, 1965, as amended from time to time, the Affirmative Action for Handicapped Workers clause prescribed by the Rehabilitation Act of 1973, as amended, and the Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause prescribed by the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended, (as incorporated herein, unless this transaction is exempt), and Seller agrees to submit reports, certificates and other documents required of subcontractors by such Executive Order, and the aforementioned Acts, and the rules, regulations and relevant orders issued under the authority of any of the foregoing, if required by applicable regulations, a copy of said clause(s) is attached as a supplement hereto and made a part thereof.
17. **DESIGNS, TOOLS, DIES, ETC.:** (a) All designs, drawings, blueprints, tools, dies, patterns or printing plates required to perform this Order, furnished by or paid for by Buyer, shall be the property of Buyer, and Seller shall return the same to Buyer at the latter's request upon completion or cancellation of the Order, and they shall not be copied or used by Seller other than in filling orders from Buyer without Buyer's written consent.
(b) Unless otherwise agreed herein, Seller at its cost shall supply all material, equipment, tool, and facilities required to perform this Order. Any material, equipment, tools or other property furnished by Buyer or specifically paid for by it shall be Buyer's property, shall be used only in filling orders from Buyer and may on demand be removed by Buyer without charge. Seller shall use such property at its own risk and shall be responsible for all loss of or damage to the same while in Seller's custody. Seller shall at its cost store and maintain all such property in good condition and repair. Buyer makes no warranties of any nature with respect to any such property, which is furnished "AS IS".
18. **ASSIGNMENT:** No assignment of this Order or of monies due or to become due hereunder shall be made without prior written consent of Buyer.
19. **INSOLVENCY:** Buyer may cancel this Order if Seller files a voluntary petition under any Federal or State Bankruptcy Act, or is adjudicated a bankrupt or if Seller becomes insolvent or commits an act of bankruptcy.

NEOUS
ING ORDER

SOMERS Thin Strip/Brass Group

215 Piedmont Street, Waterbury, CT 06720

Olin

Miscellaneous
SHIPPING ORDER NO.
0779

SHIP TO: INTEGRATED INDUSTRIAL SYSTEMS

475 MSIN ST

YAESVILLE, CT 06492-1723

BILLED TO:

SHIP VIA: THEIR TRUCK

SHIPPING CHARGES TO BE PAID BY

☐ OLIN CORPORATION

☒ RECIPIENT OF GOODS

CASES

1

WEIGHT

CAR NO.

B/L NO.

INVOICE DATE

TERMS

ORDER NO.

S25689

DATE OF SHIPMENT

6/24/96

QUANTITY	UNIT	DESCRIPTION AND REASON FOR SHIPMENT	QUANTITY SHIPPED	UNIT PRICE	AMOUNT DUE
1	1	<p>Radiation source</p> <p>S/N 6367LV</p> <p>REMOVED AND TAKEN BY RECEIPIENT 11 23</p>			

FAX TRANSMITTAL SHEET

Intergrated Industrial Systems, Inc.

Celebrating Over 20 Years of Continued Growth

475 Main Street, Yalesville, CT U.S.A. 06492-1723

Telephone: 203.265.5684 FAX: 203.284.1819

If any problems occur during transmission, please call Extension 121 at the number listed above.

FAX # 203.597.5067

Number of Pages: 2

ATT: Mr. Mark Foege

Company: Olin Somers Division

From: Mr. R. S. Stevens

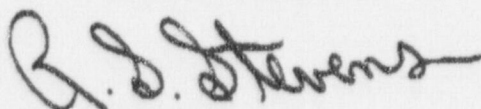
Date: 25 September 1996

Message:

Dear Mark,

Enclosed is our quarterly report to the U S N R C. showing delivery of source number 1423LQ. It also indicates that source 6367LV, which it replaced, was returned to I²S for proper recycling. If you should have any further questions or require assistance regarding this matter, please bring it to my personal attention. As always, we're here to help.

Sincerely Yours,



R. S. Stevens

Radiation Program Director

INTERGRATED INDUSTRIAL SYSTEMS

TRANSFER OF DEVICES TO GENERAL AND/OR SPECIFIC LICENSEES

PAGE 1 OF 1

LICENSE 06-21253-02G

Period 04/01/95 TO 06/30/96

Transferred To:	Frame Type	SOURCE		Isotope	Strength mCi	Date
		Model	Serial			
Olin Indianapolis South Holt Street Indianapolis, IN 46251 Contact: Kathryn Smith PH: 317.244.2461 Spec. Lic. #13-26078-01 Device 0066LX returned to Intergrated Industrial Sys. for proper recycling	C	SU-S3	1422LQ	Am241	1000	05/06/96
Olin Somers Division 215 Piedmont Waterbury, CT 06720 Contact: Mark Foege PH: 860.597.5000 Device 6367LV returned to Intergrated Industrial Sys. for proper recycling	C	SU-S3	1423LQ	Am241	1000	06/24/96