



March 4, 2024

U.S. NRC Region I
RAM Licensing Program
475 Allendale Rd., Suite 102
King of Prussia, PA 19406-1415
Attn: Randolph C. Ragland, Jr., CHP
Senior Health Physicist
Randolph.Ragland@nrc.gov

**Re: Request for Approval of Transfer of Control: Clearon Corp
Radioactive Materials License Number: 47-24837-01**

To Whom It May Concern:

I write on behalf of Clearon Corp. ("**Clearon**"), which holds the above-referenced radioactive materials license (License Number 47-24837-01, or the "**License**") issued by the U.S. Nuclear Regulatory Commission ("**NRC**").

The purpose of this notice is to request NRC approval for the transfer of control of the License. Effective July 31, 2023 (the "**Effective Date**"), Clearon merged into Innovative Water Care LLC ("**IWC**"). IWC is the surviving entity. A diagram of the pre- and post-merger organizational chart is enclosed as **Exhibit A**.

For the avoidance of doubt, there will be no change to the management and operational staff who control and conduct the activities covered by the License (the "**Licensed Program**"). In addition, there will be no changes to the Licensed Program as a result of the merger. However, pursuant to 10 C.F.R § 30.34(b) and the NRC Consolidated Guidance About Materials Licenses, NUREG-1556 Volume 15 ("**NRC Guidance**"), we understand that a licensee must notify the NRC if it anticipates a possible transfer of control for purposes of obtaining NRC consent to the transfer. Accordingly, please accept this letter as notice to the NRC as such notice.

In order to facilitate review of the transfer of control, the information required to obtain consent to a transfer of control, as described in Appendix E of the NRC Guidance, is set forth in **Exhibit B**. Certifications from Clearon and IWC regarding the merger's impact on the Licensed Program are included as **Exhibit C** and **Exhibit D**, respectively.

Thank you for your attention to this matter. If you have any questions or require any additional information regarding the merger, please contact Joe Unger at 740-606-8440.

Sincerely,

A handwritten signature in black ink that reads "Ray Stuart". The signature is fluid and cursive, with the first name "Ray" and last name "Stuart" clearly legible.

Ray Stuart, Plant Manager

EXHIBIT A

Pre- and Post-Merger Diagram

Pre-Merger



Post-Merger



EXHIBIT B

NUREG-1556 Volume 15, Appendix E Information Required for Approval of Transfer of Control

1. **Describe any planned changes in the organization, including but not limited to, transfer of stocks or assets and mergers, change in members on Board of Directors, etc. Provide the new licensee name, mailing address, and contact information, including phone numbers. Clearly identify when the amendment request is due to a name change only.**

Effective July 31, 2023 (the “**Effective Date**”), Clearon Corp. (“**Clearon**” and “**Licensee**”) merged into Innovative Water Care LLC (“**IWC**”). IWC is the surviving entity. A diagram of the pre- and post-merger organizational chart is enclosed as Exhibit A.

For the avoidance of doubt, there will be no change to the management and operational staff who control and conduct the activities covered by the License (the “**Licensed Program**”). In addition, there will be no changes to the Licensed Program as a result of the merger. The Licensed Program will be conducted at the same location and Licensee’s personnel, equipment, and operations will also remain the same.

2. **Describe any changes in personnel or duties that relate to the licensed program. Include training and experience for new personnel and any changes in the training program.**

IWC will retain the same management for the activities contemplated under the License. There will be no changes in personnel named in the License or the duties that relate to the Licensed Program as a result of the merger.

3. **Describe any changes in the location, facilities, equipment, radiation safety program, use, possession, waste management, or other procedures that relate to the licensed program.**

There will be no changes in the location, facilities, equipment, radiation safety program, use, possession, waste management, or procedures relating to the Licensed Program. The management and operations of the Licensed Program will not change as a result of the merger.

4. **Describe the status of the licensee’s facilities, equipment, and radiation safety program, including any known contamination and whether decontamination will occur prior to transfer. Include the status of calibrations, leak tests, area surveys, wipe tests, training, quality control, and related records.**

The Licensed Program facilities, equipment, and radiation safety program are currently in compliance and are expected to remain in compliance. There will be no changes to the Licensed Program facilities, equipment, and radiation safety program. All required surveillance has been performed, documented, and reviewed, and all current conditions and surveillance practices will be maintained. The surveillance program will continue to be completed with daily and monthly quality control evaluations, and information documenting those evaluations will be shared at quarterly meetings and reviewed by the physicist. Wipe tests and surveys are, and will continue to be, completed per the guidelines and documented within the quality program. All calibration, leak tests, and surveys are documented and retained, and the process will not be altered.

There is no known contamination of Licensed Program facilities or equipment. No decontamination is necessary.

5. **If current decommissioning funding plans (DFP) will be changed as a result of the transfer, the revised DFP should be submitted. If other financial assurance documents will be changed as a result of the transfer, confirm that all financial assurance instruments associated with the license will be held in the transferee's name before the license is transferred, and as required by 10 CFR 30.35(f), the licensee must, within 30 days, submit financial instruments reflecting such changes.**

This item is not applicable to the Licensed Program. Licensee is not required to maintain decommissioning funding plans or provide financial assurance under the License.

6. **Confirm that all records concerning the safe and effective decommissioning of the facility will be transferred to the transferee or to NRC, as appropriate. These records include documentation of surveys of ambient radiation levels and fixed and/or removable contamination, including methods and sensitivity.**

No decommissioning of the facility will occur, and upon any future decommissioning of the facility, the records concerning the safe and effective decommissioning of the facility are on file and will remain so.

7. **Confirm that both transferor and transferee agree to transferring control of the licensed material and activity, and the conditions of transfer, and that the transferee has been made aware of any open inspection items and its responsibility for possible resulting enforcement actions.**

Confirmed.

8. **Confirm that the transferee will abide by all constraints, conditions, requirements, representations, and commitments of the transferor or that the transferee will submit a complete description of the proposed licensed program.**

Confirmed.

9. **The transferee, in the case of fuel cycle facilities, shall provide documentation showing that it is financially qualified to conduct normal operations. The information can be in the form of income statements and balance sheet forecasts.**

This is not applicable to Licensee because Licensee does not hold a license for a fuel cycle facility.

EXHIBIT C

Certification by Licensee and Transferor

Effective July 31, 2023 (the “**Effective Date**”), Clearon Corp. (“**Clearon**” and “**Licensee**”) merged into Innovative Water Care LLC (“**IWC**”). IWC is the surviving entity.

For the avoidance of doubt, there will be no change to the management and operational staff who control and conduct the activities covered by the License (the “**Licensed Program**”). In addition, there will be no changes to the Licensed Program as a result of the merger. The Licensed Program will continue to operate at the same location and the personnel, equipment, and operations will also remain the same.

By our signatures below, we confirm the following regarding Questions 4, 5, and 6 of the NRC’s Requested Information to Approve a Transfer of Control:

Licensee confirms that all records concerning the safe and effective decommissioning of the facility are on file and will remain so prior to, upon, and after closing the merger. These records include documentation of surveys of ambient radiation levels and fixed and/or removable contamination, including methods and sensitivity; and

Clearon agrees to the transfer of control of the licensed material and activity, and the conditions of such transfer, and IWC, as owner of the Licensed Program upon and after the merger, has been made aware of any open inspection items and its responsibility for possible resulting enforcement actions.

LICENSEE

Clearon Corp.



Name Ray Stuart
Title Plant Manager

EXHIBIT D

Certification by IWC (as Transferee)

Effective July 31, 2023 (the "Effective Date"), Clearon Corp. ("Clearon" and "Licensee") merged into Innovative Water Care LLC ("IWC"). IWC is the surviving entity.

For the avoidance of doubt, there will be no change to the management and operational staff who control and conduct the activities covered by the License (the "Licensed Program"). In addition, there will be no changes to the Licensed Program as a result of the merger. The Licensed Program will continue to operate at the same location and the personnel, equipment, and operations will also remain the same.

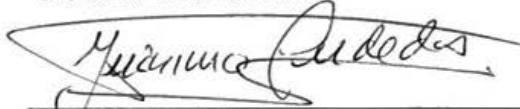
By my signature below, I confirm the following in response to Questions 5, 6, and 7 of the NRC's Requested Information to Approve a Transfer of Control:

IWC, as owner of the Licensed Program upon and after the merger, agrees to the transfer of control of the licensed material and activity, and the conditions of such transfer, and has been made aware of any open inspection items and its responsibility for possible resulting enforcement actions;

IWC, as owner of the Licensed Program upon and after the merger, additionally agrees the Licensed Program will continue to abide by all constraints, conditions, requirements, representations, and commitments of Licensee under its ownership; and

To the best of my knowledge and on behalf of IWC, I concur with all statements and commitments made in this request for transfer of control.

Innovative Water Care LLC



Name Jeronimo Seisdodos
Title – VP Supply Chain - IWC