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23 December 2015

Texas Low Level Radioactive Waste Disposal Compact Commission  
333 Guadalupe St #3-240  
Austin, Texas, 78701

CC: [administration@tllrwdcc.org](mailto:administration@tllrwdcc.org)

In Re: Application to import Waste from RAM services, Two Rivers, WI.

Please find an application to import radioactive waste into the Compact Waste Facility. The waste will be intact industrial gauging devices, sealed source capsules, and calibration & reference sources. The waste will be packaged in a form that conforms to the acceptance criteria of the Texas Commission on Environmental Quality.

Please find enclosed the following items:

Annex A  
Annex B  
RAM Services Wisconsin radioactive materials license

On behalf of RAM Services, I wish to thank you for considering our request.

Sincerely,

A handwritten signature in blue ink that reads "Jerry Wiza". The signature is written in a cursive, flowing style.

Jerry Wiza,  
President

Figure: 31 TAC §675.23(e)(1)

**ANNEX A**

**TLLRWDCC §675.23—IMPORTATION FORM**

**TEXAS LOW-LEVEL RADIOACTIVE WASTE DISPOSAL COMPACT COMMISSION APPLICATION FOR IMPORTATION OF NON-PARTY LOW-LEVEL RADIOACTIVE WASTE (NOTE: PURSUANT TO TEXAS HEALTH AND SAFETY CODE, §401.207(j), THIS PETITION MUST BE COMPLETED BY APPROPRIATE REPRESENTATIVES OF THE DEPARTMENT OF DEFENSE OR THE GENERATOR OF THE WASTE UNLESS THE GENERATOR IS A SMALL QUANTITY GENERATOR AS DEFINED IN 31 TAC §675.20(19), IN WHICH CASE THE PETITION MAY BE SUBMITTED BY AN APPROPRIATELY LICENSED BROKER) (Article III, Sec. 3.05(7) of the Compact)**

**I. Applicant Information:**

Entity Name: RAM SERVICES, INC.

Contact Person, Title: JERRY WIZA, President

Phone: 920-686-3889

Email: JWIZA@RAMSERVICESINC.COM

Website: http://www.ramservicesinc.com/

Business Address: 510 COUNTY HIGHWAY V

TWO RIVERS, WI 54241

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Mailing Address: SAME

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Is applicant:

- Generator
- Broker
  - Licensed Waste Processor
  - Licensed Waste Collector
- Department of Defense

**II. Generator Specifications:**

A. Generator type:

- Industrial
- Academic/Research
- Medical
- Utility
- Government

B. Is waste from a "small quantity generator"?

- Yes
- No

**III. Agreement Period:**

Import applications generally will be granted only in single fiscal-year increments. If you are seeking a term that would extend beyond the end of a current fiscal year, please explain the unusual circumstances that would justify a deviation from this general rule?

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**IV. Waste proposed for importation:**

**Waste Volume (Cubic Feet):** 25 cubic feet total from a number of small generators.

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**Waste Radioactivity (Curies):** 48 curies total

**Waste Classification:**

- Class A,
- Class B, and/or
- Class C

**Waste Form**

- Stable
- Unstable

Does the proposed waste consist solely of sealed sources?

- No.
- Yes.

Compact and/or unaffiliated state, territory, possession, or district of the United States where the waste was generated (please list):

All states including PR and DC, except for the states that are members of the Northwest Compact.

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**Waste Description:** \_SEALED SOURCES AND INDUSTRIAL DEVICES IN CONCRETE, GENERALLY CLASS B OR C

WASTE

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## V. Compliance

Does Applicant have any unresolved violation(s), complaint(s), unpaid fee(s), or past due report(s) with the Texas Low-Level Radioactive Waste Disposal Compact Commission?

- No.
- Yes. Please explain and attach applicable documents.

Does Applicant have any unresolved violation(s), complaint(s), unpaid fee(s), or past due reports associated with radioactive waste receipt, storage, handling, management, processing, or transportation pending with any other regulatory agency with jurisdiction to regulate radioactive material including, without limitation, the Texas Commission on Environmental Quality (TCEQ)?

- No.
- Yes. Please explain and attach applicable documents.

## VI. Certifications

Applicant hereby certifies\* the following:

- The information provided herein is complete, accurate, and correct.
- The waste proposed for importation is not waste of international origin.
- The low-level radioactive waste for which this Import Application is submitted will be packaged and shipped in accordance with applicable state and federal regulations and is acceptable for disposal at the Compact Facility.
- The person submitting this Import Application is authorized by the Applicant to commit Applicant to each and every obligation and condition set forth herein and in the Agreement for Importation of Non-Party Compact Waste. A copy of a written document containing such authorization must be attached to this Import Application.
- Applicant has delivered to the specified disposal facility and TCEQ a copy of this Application for Importation of Compact Waste (along with any supplement or amendment thereto).

\* If any box is left unchecked, the Commission will assume that requirement was not met.

**VII. Authorized Signatory:**

Jerry Wiza

Print or type name

Signature



President

Title

December 23, 2015

Date

**VIII. ATTACHMENTS:**

(Attachments should include all applicable licenses, authorizations, and other materials needed or useful to fully explain the Import Application.)

RAM SERVICES INC Radioactive Material License State of Wisconsin

**Texas Low-Level Radioactive Waste Disposal Compact Commission**  
**RAM Services Import Application**  
**Annex B – Term Sheet**

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(Minimum terms that must be addressed in any Waste Importation Agreement offered to the Texas Low-Level Radioactive Waste Disposal Compact Commission in connection with an Application to Import Waste).

**A. The proposed beginning and ending dates.**

RAM Services requests that the Agreement remain in force from 01 MARCH 2016 through 31 DECEMBER 2016

**B. Compliance with all applicable federal and state laws and rules including, without limitation, Texas Health and Safety Code (THSC), Chapter 403.**

RAM Services shall comply with the Texas Health and Safety Code Chapter 403 §8.03 without limitation and with all other applicable state and federal laws, rules, and regulations.

**C. Liability for applicants' own acts, omissions, conduct, and relationships in accordance with applicable law.**

RAM Services shall be responsible for its own acts, conduct, omissions, and relationships in the conduct of these operations.

**D. Acknowledgment that the Commission under any circumstances may amend or revoke the agreement with prior notice and that under emergency circumstances the Commission may suspend authorization to import with such notice as it is able to give under the circumstances.**

RAM Services acknowledges that the Commission may, with reasonable prior notice, amend or revoke any agreement for importation of waste and, under emergency conditions, may suspend the agreement with such notice as is possible.

**E. Agreement shall not be assignable or transferable to any other person.**

The Agreement between RAM Services and the TLRWDCC shall not be transferable to any other party.

**F. Agreement is subject to receipt by the Compact Facility Operator and the Commission of written certification from the Texas Commission on Environmental Quality (TCEQ) prior to the acceptance of Generator's Nonparty Compact Waste that the waste to be imported is authorized for disposal under the Compact Facility license.**

This Agreement is subject to receipt by the Compact Waste Facility Operator and the TLRWDCC of written certification by the TCEQ prior to acceptance of the waste that the waste to be imported is authorized for disposal at the Compact Waste Facility.

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**G. A description of the characteristics of the waste proposed for importation including (but not limited to) volume, type, physical form, total radioactivity, and radionuclide-specific activities.**

The waste proposed for importation into the Compact Waste Facility shall include intact industrial gauging devices, sealed source capsules extracted from such devices, and sealed calibration and reference sources from academic, medical, and industrial institutions.

The exact details of each waste shipment will not be completely determined until after the waste is obtained and packaged for disposal. The waste will be sealed sources from small waste generators, the majority of which will be Cs-137 and Co-60. The total of all shipments covered by this import application will be equal to or less than 25 curies.

The waste shall be packaged in steel drums lined with concrete as required by the disposal site operator, TLLRWDC, and TCEQ. The drum configurations will vary from 10 to 55 gallons. Prior to shipment, RAM Services will provide a complete accounting of all isotopes and their activities in the waste profile as well as the Radioactive Shipment Manifest which is supplied to WCS, TCEQ and DSHS and contains all details required by this item.

Some of the drums may require lead shielding in order to obtain radiation levels within U.S. Department of Transportation limits. Also, some of the intact devices contain lead shielding because the capsule could not be removed. RAM Services will obtain prior approval for disposal of the lead shielding.

**H. A representation by the applicant that it has disclosed:**

**(1) The existence of unresolved violations pending against the applicant with any other regulatory agency with jurisdiction to regulate radioactive material.**

**(2) The existence of any unresolved violation(s), complaint(s), unpaid fee(s), or past due report(s) that the applicant has with the Commission.**

**(3) The existence of any unresolved violation(s), complaint(s), unpaid fee(s), or past due reports that the applicant has with any other regulatory body, including, without limitation, the TCEQ.**

RAM Services has no unresolved violations pending from any jurisdiction on any matter involving radioactive material. RAM Services is not aware of any violations, complaints, or unpaid fees from the TLLRWDC or reports past due to the TLLRWDC. RAM Services is not aware of any unresolved violations, complaints or past due reports to any other regulatory body including, without limitation the TCEQ.

**I. An acknowledgement that a misrepresentation with respect to an item listed in H may result in the cancellation of the agreement.**

RAM Services acknowledges that any misrepresentation in Item H may result in the cancellation of the Agreement.

**J. The obligation to report immediately to the Commission any allegation of the violation of any law, rule or regulation related to the storage, shipment or treatment of any form of radioactive material.**



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RAM Services shall immediately report to the Commission any allegation of the violation of any law, rule, or regulation related to the storage, treatment, or transportation of radioactive material.

**K. A provision acknowledging the right of the Commission to audit or cause to be audited compliance with the agreement.**

RAM Services acknowledges that the TLLRWDC or its agent has the right to audit compliance with the Agreement.

**L. Agreement to comply to the extent applicable with the rules related to commingling adopted by the TCEQ in coordination with the Commission pursuant to THSC, §401.207(k).**

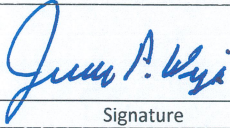
RAM Services shall comply with the rules relating to comingling of party and non-party waste adopted by the TLLRWDC or the TCEQ.

**M. An affirmation that no waste of international origin shall ever be included in the materials to be imported to the Compact facility.**

No waste of international origin, as currently defined by the TLLRWDC and the TCEQ, shall ever be included in waste shipped by RAM Services to the Compact Waste Facility.

**N. Any other matter required by 31 TAC §675.23 to be included in the agreement.**

RAM Services has/will obtain Authorizations from the Generators whose waste is proposed for shipment to the Compact Waste Facility to permit RAM Services to act as its agent and broker. RAM Services has/will obtain an export permit from the compact from which the waste originated. These shall be submitted in a timely manner to the TLLRWDC, the TCEQ, and the Compact Waste Facility Operator for approval prior to shipment.

For RAM Services, Inc.		
Jerry Wiza, President		23 December 2015
Name	Signature	Date

For the Commission		
Name	Signature	Date



STATE OF WISCONSIN  
DEPARTMENT OF HEALTH SERVICES

**RADIOACTIVE MATERIALS LICENSE**

Under s.254.365, Wisconsin Statutes and Chapter DHS 157, Wisconsin Administrative Code, and in reliance on statements and representations made by the licensee, a license is issued authorizing the licensee to receive, acquire, possess and transfer radioactive material designated below; to use the material for the purpose(s) and at the place(s) designated below; and to deliver or transfer the material to persons authorized to receive it in accordance with Chapter DHS 157, Wisconsin Administrative Code. This license is subject to all applicable rules and orders of the Wisconsin Department of Health Services (DHS) including Chapter DHS 157, Wisconsin Administrative Code now or hereafter in effect, and to any conditions specified below.

Licensee Name and Address  1. RAM Services, Incorporated  2. 510 County Hwy V Two Rivers, WI 54241	<b>In accordance with application dated February 28, 2015,</b> 3. License Number: 071-1234-01 <b>is renewed in its entirety to read as follows:</b>  4. Amendment No.: 26  5. Expiration Date: <b>June 30, 2020</b>
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6. Radioactive material:	7. Chemical and/or physical form:	8. Maximum amount of radioactive materials that the licensee may possess at any one time under this license:	9. Authorized Use:
A. Any radioactive material	A. Sealed source registered either with NRC under 10 CFR 32.210 or with an Agreement State.	A. No single source to exceed the maximum activity specified on the certificate of registration issued by NRC or an Agreement State.	A. Handling at customers' facilities incident to installation, relocation, removal, servicing, packaging or shipping of gauging devices.
B. Any radioactive material	B. Any	B. As needed	B. For possession only at customers' facilities incident to wipe/smear collection, leak testing of sealed sources, decontamination of facilities, waste packaging or environmental samples.

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C. Any radioactive material except special nuclear material in quantities sufficient to form a critical mass	C. Any	C. No single source to exceed the maximum activity specified on the certificate of registration issued by NRC or an Agreement State.	C. Handling or overencapsulation of sealed sources or leaking sources not in devices incident to removal, packaging and shipping.
D. Any radioactive material	D. Analytical samples	D. Not to exceed 10 millicuries per radionuclide and 100 millicuries total	D. For analysis of licensee and customer leak test samples.
E. Any radioactive material	E. Liquid samples	E. Not to exceed 50 times DHS 157, Appendix F limits per nuclide	E. Possession of quench standards and customer liquid waste samples for analysis.
F. Cesium-137	F. Sealed source registered under 10 CFR 32.210 or with an Agreement State and incorporated in a compatible device as specified in Item 9.F.	F. One source not to exceed 600 millicuries	F. For use in a J.L. Shepherd Model 28-6A irradiator for calibrating licensee's and customer's survey instruments.
G. Depleted Uranium	G. Solid metal	G. 2500 kilograms	G. For use as shielding for sealed sources.
H. Any radioactive material except special nuclear material in quantities sufficient to form a critical mass	H. Sealed source	H. Not to exceed 1 curie per nuclide except as follows: Americium/Americium-241:Be: 20 curies Cesium-137: 65 curies Krypton-85: 10 curies Promethium-147: 20 curies Strontium-90: 17 curies Cobalt-60: 10 curies Hydrogen-3: 400 curies Nickel-63: 20 curies Iron-55: 3 curies Plutonium: 200 grams	H. For receipt, possession, storage, packaging of sealed sources incident to transfer to license-authorized recipients or a licensed disposal site or to QSA Global as described in letter dated December 4, 2013.
I. Any radioactive material except special nuclear material	I. Unsealed form	I. Not to exceed 100 times DHS 157, Appendix I limit per nuclide and sum of ratios may not exceed 1 ("unity")	I. For receipt, possession and storage as prepackaged waste incident to transfer to a licensed processor or licensed disposal site.

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J. Pm-147 and Fe-55	J. Sealed source registered either with NRC under 10 CFR 32.210 or with an Agreement State.	J. Total possession limit not to exceed 20 curies for either nuclide	J. For source replacement at client facilities as described in the letter dated December 20, 2010.
K. Any radioactive material	K. Analytical samples	K. 0.1 microcurie per isotope; total possession limit 1 microcurie	K. For analysis of the licensee's and clients' samples by gamma spectroscopy for isotopic or activity determinations.
L. Depleted Uranium	L. Solid metal	L. 30000 kilograms	L. For repackaging for disposal, transfer or return to the generator.
M. Strontium-90	M. Sealed Source: Eckert & Ziegler Isotope Products model SIF.D1	M. 57.5 millicuries per source. Total possession not to exceed 1 Curie.	M through N: For possession, use, and source capsule exchange of the Electronic Systems, Inc. model ISOSINT gauge incidental to distribution to general licensees.
N. Krypton-85	N. Eckert & Ziegler Isotope Products model KAC.D3 or KAC.D4	N. 1,150 millicuries per source. Total possession not to exceed 20 Curies.	
O. Californium-252	O. Sealed sources: Frontier Technology Corporation model FTC-100S and QSA Global model CVN.CY9	O. 43.5 millicuries	O. For possession, use, and source capsule exchange of Real Time Instruments model Allscan gauges.

CONDITIONS

10. A. Licensed material in Subitems 6.A. and 6.B. may only be used at temporary jobsites of the licensee anywhere in Wisconsin where the Department of Health Services maintains jurisdiction for regulating the use of licensed material.
- B. Licensed material in Subitems 6.D. through 6.F. may be stored and used only at the licensee's facilities located at 510 County Highway V, Two Rivers.
- C. Licensed material in Subitems 6.C., 6.G., 6.J. through 6.O. may be used or stored at the licensee's facilities located at 510 County Highway V, Two Rivers, or at temporary jobsites of the licensee anywhere in Wisconsin where the Department of Health Services maintains jurisdiction for regulating the use of licensed material.

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- D. Licensed material in Subitem 6.H. may be received, stored and packaged only at the licensee's facilities located at 510 County Highway V, Two Rivers, incident to transfer to license-authorized recipients or a licensed disposal site.
- E. Licensed material in Subitem 6.I. may be received and stored only at the licensee's facilities located at 510 County Highway V, Two Rivers, incident to transfer to a licensed disposal site.
11. A. The Radiation Safety Officer for this license is Jerry P. Wiza.  
B. **The alternate Radiation Safety Officer for this license is Rick Parlato.**
12. A. **Licensed material listed in Item 6.A. or 6.C. shall be used by, or under the supervision and in the physical presence of, Jerry P. Wiza, Rick Parlato, or Rusty Barrett, using procedures submitted in the application dated February 28, 2015.**  
B. **Licensed material listed in 6.B. or 6.D. through 6.O. shall be used by, or under the supervision and in the physical presence of Jerry P. Wiza or Rick Parlato, using procedures submitted in application dated the February 28, 2015 and letter dated December 20, 2010.**  
C. **Licensed material listed in Item 6.D. or 6.E. shall be used by, or under the supervision and in the physical presence of Jerry P. Wiza or Rick Parlato and may be used by Virginia Parlato under the supervision of the RSO or ARSO using procedures submitted in the application dated February 28, 2015.**
13. The licensee is authorized to transport licensed material in accordance with the provisions of Chapter DHS 157, 'Radiation Protection', Subchapter XIII, 'Transportation'.
14. The licensee shall conduct a physical inventory every 6 months, or at other intervals approved by DHS, to account for all sources and/or devices received and possessed under the license. Records of inventories shall be maintained for 5 years from the date of each inventory and shall include the radionuclides, quantities, manufacturer's name and model numbers, location of sealed sources and/or devices, and the date of the inventory.
15. Sealed sources or detector cells shall not be opened or altered by the licensee.
16. The licensee shall conduct a physical inventory every 6 months, or at other intervals approved by DHS, to account for all unsealed radioactive material received and possessed under the license. Records of inventories shall be maintained for 5 years from the date of each inventory and shall include the radionuclides, quantities, locations, and the date of the inventory.
17. **The licensee may not possess any radioactive waste authorized under Subitems 6.H. or 6.I. or radioactive material authorized under Subitem 6.J. for periods greater than 365 days without specific written DHS approval.**
18. Sealed sources authorized under Subitem 6.H., when possessed in accordance with the QSA Global letter dated December 4, 2013, may be possessed for periods greater than 180 days.
19. The licensee is authorized to overencapsulate sealed sources (excluding special nuclear material) using Special Form Certificates USA/0695/S-96 or USA/0696/S-96 at client facilities or at the licensee's facility according to the procedures submitted with the application dated April 5, 2011.

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20. The licensee is authorized to receive sealed source replacement capsules of Pm-147 and Fe-55 from the source manufacturer at the address listed in Item 2 of the license and exchange the capsules at the client's facility in accordance with the letter dated December 20, 2010.
21. The licensee may collect radioactive sources authorized under Subitem 6.H. in accordance with letter dated June 4, 2012 for disposal through the Off-site Source Recovery Project (OSRP). The licensee will confirm acceptability of these radioactive sources with OSRP prior to receipt.
22. In addition to the possession limits in Item 8, the licensee shall further restrict the possession of licensed material to quantities below the minimum limit specified in DHS 157.15 for establishing decommissioning financial assurance.
23. Except as specifically provided otherwise in this license, the licensee shall conduct its program in accordance with the statements, representations, and procedures contained in the documents, including any enclosures, listed below. Chapter DHS 157, 'Radiation Protection' shall govern unless the statements, representations, and procedures in the licensee's application and correspondence are more restrictive than the rule.
  - A. Letter dated December 20, 2010 and signed by Jerry Wiza.
  - B. Letter dated June 4, 2012 and signed by Jerry Wiza.
  - C. **Letter dated December 18, 2013 and signed by Jerry Wiza.**
  - D. **Letter, with attachments, dated September 8, 2014 and signed by Jerry Wiza.**
  - E. **Application with attachments dated February 28, 2015 and signed by Jerry Wiza.**
  - F. **Letter with attachments dated May 20, 2015 and signed by Jerry Wiza.**
  - G. **Letter with attachments dated June 17, 2015 and signed by Jerry Wiza.**
24. The licensee shall inform the Supervisor of the Radioactive Materials Program in writing at P.O. Box 2659, Madison, WI 53701-2659, upon anticipation of receipt of quantities at or above the limits specified in Table 1, Radionuclides of Concern.
25. The licensee shall comply with the requirements described in the Department letter dated November 11, 2005 and attached document entitled "Increased Controls for Licensees that Possess Sources Containing Radioactive Material Quantities of Concern." The licensee shall complete the implementation of said requirements within 6 months from the issuance of the license amendment or the first day that radionuclides in quantities of concern are possessed at or above the limits specified in Table 1 of the attachment, whichever is later. Within 30 days after the implementation of the requirements of this condition, the licensee shall notify the Department in writing that it has completed the requirements of this condition.

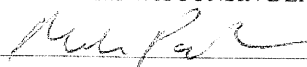
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26. The licensee shall comply with the requirements described in the Department letter dated May 12, 2008. The licensee shall complete implementation of requirements by November 8, 2008. The licensee shall notify this office when they have achieved full compliance with the requirements described in the letter. The notification shall be made within twenty-five (25) days after full compliance has been achieved. This notification shall include a certification that the Trustworthiness and Reliability (T&R) Official (and any subsequent T&R Official) is themselves deemed trustworthy and reliable by the Licensee as required in paragraph B.2. The licensee shall notify this office within 24 hours if the results from a criminal history records check indicate that an individual is identified on the FBI's Terrorist Screening Data Base.

FOR THE WISCONSIN DEPARTMENT OF HEALTH SERVICES



SIGNATURE

Materials Program Supervisor

12/15/2015

DATE