EPA.

PLAINTIFF'S EXHIBIT WH-875

PENGAD-Bayonne, N.J.

0-201

From Maintenance & Services

WIN

Date June 20, 1980

Subject

RECEIVED

JUN 23 1980

SAFETY DEPT.

To Messrs. D. H. Mullins
H. W. Hosford
D. R. Pease
B. R. Smelstoys
W. A. Davis
M. P. Whittington
M. J. Ferris

cc: O. F. McLeod
D. A. Arnott
J. M. Wasko
R. W. Gordon
W. C. Whitmore

Attached is a copy of an agreement of a fine worked out with DER on asbestos and open burning in the K&L-Building demolition project.

We are proceeding and paying the fine and have deducted the $1,000 from the final bill of the contractor with his concurrence since our specification and notices required he comply with this law.

Please note in item 7, the DER keep a record and have a very strong hammer to force us to be more vigilant even though they agree to a voluntary settlement. Each time it happens, they reserve the right to take action on violations of the past. As an example, they used the incident in 1978, during the strike, when we had the problem with the boiler in assessing the fine. This points out the fact that we must also police the contractors that they are complying with the law.

G. L. Bartsch

G. L. Bartsch, Manager
Maintenance & Services

/rmk
Attachment

Discard Date:

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COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES
1875 New Hope Street
Norristown, PA 19401
215 631-2415

May 23, 1980

Mr. William C. Whitmore, Manager
Plant Engineering Department
Westinghouse Electric Corp.
Power Generation Group, Steam Turbine Division
Lester Branch Box 9175
Philadelphia, PA 19113

Dear Mr. Whitmore:

In accordance with applicable provisions of the Pennsylvania Air Pollution Control Act as they apply to Westinghouse Electric Corporation ("Westinghouse") located in Lester, Delaware County, Pennsylvania, the following agreement has been concluded.

1. On January 16, 1980 a representative of the Pennsylvania Department of Environmental Resources ("DER") observed a demolition operation at Westinghouse's K & L Building, which is located at the company's Lester, PA facility. Demolition had over-run the part of the building from which asbestos pipe insulation had already been stripped. A sample of the insulation material was taken from the floor debris and laboratory analysis confirmed that it contained asbestos. On the same date, open burning was observed near the demolition project. As part of a salvage operation, insulation was being burned off heavy-gauge copper wire in two 55 gallon drums.

2. On January 21, 1980 DER received written notification from Haines and Kibblehouse, Inc. that stripping of asbestos from the K & L Building began on January 8, 1980. This written notice was not submitted to DER at least 10 days before the demolition work began and failed to provide much of the information required of such notices.

3. On January 31, 1980 a follow-up visit was made to the K & L Building by DER. Dry insulation containing asbestos (confirmed by laboratory

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analysis) was again found in the debris on the floor of the building, indicating that inadequate wetting of the material was taking place prior to bagging.

4. DER has determined that the demolition and open burning operations described in Paragraphs 1, 2 and 3 above were conducted in violation of Sections 124.3 and 129.14(a) of the Department's Rules and Regulations and Section 8 of the Air Pollution Control Act.

5. On April 3, 1980 representatives of the Department and Westinghouse met in Norristown to discuss the demolition and open burning operations at the K & L Building which occurred in January, 1980. Both parties agreed to voluntarily settle any claims for violations of the Pennsylvania Air Pollution Control Act and the Rules and Regulations promulgated thereunder resulting from these operations on the basis of Westinghouse's payment of One Thousand Dollars ($1000.00) to the Clean Air Fund of Pennsylvania.

6. Westinghouse shall make payment of the total amount due within ten (10) days after execution of this Letter-Agreement. All checks shall be made payable to the "Clean Air Fund of Pennsylvania" and be forwarded to:

Mr. Michael F. Robinson, Director
Administrative Services
Bureau of Air Quality Control
18th Floor, Fulton Building
200 North Third Street
Harrisburg, PA 17120

Payment shall be accompanied by form number ER-AQ-3, a copy of which is attached hereto.

7. So long as Westinghouse executes this Letter-Agreement and makes the required $1000 payment within the specified time period, the Department agrees that it will not institute any action at law or in equity against Westinghouse for violations of the Pennsylvania Air Pollution Control Act or the Rules and Regulations promulgated thereunder as specified in Paragraphs 1 through 4 above. If, however, Westinghouse fails to comply with the provisions of this Letter-Agreement, the Department reserves all rights to institute appropriate action for said violations. Further, the Department reserves all rights to take action for any violation by Westinghouse that occurred subsequent to January 31, 1980.

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I believe this Letter-Agreement accurately reflects the terms agreed upon at our meeting with Westinghouse representatives on April 3, 1980. Therefore, please have an authorized representative of the company execute and return two (2) signed copies of the agreement to me within ten (10) days of receipt. I will return a copy to Westinghouse after signing the agreement for the Department.

FOR: COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES

DATE

N. RAO KONA
REGIONAL AIR POLLUTION CONTROL ENGINEER

Westinghouse Electric Corporation, intending to be legally bound, hereby agrees to the terms and conditions of this Letter-Agreement.

FOR: WESTINGHOUSE ELECTRIC CORPORATION

6/24/80
DATE

George L Bartch
NAME

Manager Maintenance Services
TITLE

4R99

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