



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
6TH AND WALNUT STREETS
PHILADELPHIA PENNSYLVANIA 19106

In Reply Refer To: 3EN11

JUN 6 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. J. L. Worstell
Environmental Protection Coordinator
Union Carbide Corporation
P.O. Box 8004
South Charleston, West Virginia 25303

Re: Evaluation of Leak Detection Program, Union Carbide
Corporation, South Charleston, West Virginia
CDS No. 50-0760-10001

Dear Mr. Worstell:

Your request for a waiver of compliance with the vinyl chloride standards (40 CFR Part 61, Subpart F, October 21, 1976) which were promulgated pursuant to Section 112 of the Clean Air Act of 1970 as amended, 42 U.S.C. §1857c-7, for your polyvinyl chloride plant in South Charleston, West Virginia was granted in February 1977.

As the final increments in the waiver draw closer, the Environmental Protection Agency (EPA) needs to assess your progress toward meeting the vinyl chloride standards. At the same time, we will be performing an evaluation of your plant's leak detection and elimination program.

In order to perform this evaluation, we have scheduled an inspection of your facility for June 20, 1978. The inspection will be conducted jointly by EPA and its contractor, GCA Corporation (GCA) of Bedford, Massachusetts. GCA has performed similar work for other EPA offices and has a secrecy agreement as part of its contract. A copy of this agreement is attached for your information.

If you have any questions about the inspection or the use of a contractor, please call me at (215) 597-2847.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Peter Schaul", is written over the typed name.

Peter Schaul
Environmental Engineer
Air Enforcement Branch

Attachment

UCC 104330

The Contracting Officer has determined that during the performance of this contract EPA may furnish confidential business information to the Contractor that EPA obtained under the Clean Air Act (42 U.S.C. 1857 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*), the Safe Drinking Water Act (42 U.S.C. 300f *et seq.*), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 *et seq.*), the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 301 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. 6901 *et seq.*), or the Toxic Substances Control Act (15 U.S.C. 2601 *et seq.*). EPA regulations on confidentiality of business information in 40 CFR Part 2 Subpart B require that the Contractor agree to the Clause entitled "Treatment of Confidential Business Information" before any confidential business information may be furnished to the Contractor.

TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the confidential information only under the following conditions:

(1) The Contractor and Contractor's Employees shall: (i) use the confidential information only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than EPA employees without the prior written approval of the Deputy Associate General Counsel for Contracts and General Administration; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's Employees who will have access to the information, before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of confidential information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(4) The Contractor shall not use any confidential information supplied by EPA or obtained during performance hereunder to compete with any business to which the confidential information relates.

(b) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of confidential business information by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of confidential business information to the subcontractor.

The Contracting Officer has determined that during performance of this contract the Contractor may be required to collect information to perform the work required under this contract. Some of the information may consist of trade secrets or commercial or financial information that would be considered as proprietary or confidential by the business that has the right to the information. The following clause is included in this contract to enable EPA to resolve any claims of confidentiality concerning the information that the Contractor will furnish under this contract. The clause entitled "Treatment of Confidential Business Information" is also included in this contract.

SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the U.S. Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B, 41 Federal Register 36906, September 1, 1976.

(B) If no such claim is made at the time this information is received by [the Contractor], it may be made available to the public by the Environmental Protection Agency without further notice to you.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

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(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

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