



**Westinghouse
Electric Corporation**

11 Stanwix Street
Pittsburgh Pennsylvania 15222-1384

VIA FEDERAL EXPRESS

January 14, 1997

Mr. Yoshiro Tokiwa
Toxics Programs Officer
Senior Environmental Employment (SEE) Program
75 Hawthorne Street (A-4-4)
San Francisco, CA 94105

RE: Westinghouse Electric Corporation
Docket No. TSCA-09-013

Dear Mr. Tokiwa:

Attached is the executed Fourth Amendment to the Consent Agreement and Final Order for the Westinghouse Emeryville Site. As requested, two copies have also been executed. We are planning to conduct our annual sampling in May of this year and will notify you in advance of our mobilization date.

If you have any questions please contact me at (412) 642-5851.

Sincerely,

Gordon T. Taylor
Principal Engineer
Environmental Remediation
Law and Environmental Affairs

Attachments

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION IX

In re:

WESTINGHOUSE ELECTRIC
CORPORATION,
Respondent.

Docket TSCA-09-013

FOURTH AMENDMENT TO
CONSENT AGREEMENT
AND FINAL ORDER

The Consent Agreement and Final Order pertaining to the above-entitled administrative enforcement action, filed with the Regional Hearing Clerk, Region IX, on October 30, 1984, with three subsequent amendments not counting this Fourth Amendment is hereby amended as follows:

Paragraph H which was added to Article V by the Third Amendment to this Consent Agreement and Final Order, is further amended as follows:

H. Groundwater Monitoring Program

(1) Respondent shall immediately implement a groundwater monitoring program ("Program") to confirm the integrity of the slurry wall. Pursuant to the Program, all monitoring wells heretofore sampled on a bi-monthly basis pursuant to Paragraph A.7 of Article V of the Order (the "Wells") shall henceforth be sampled on an annual basis to determine (1) PCB concentration in the groundwater, and (2) water level in the Wells. The sampling event shall take place between the months of March and May of each year.

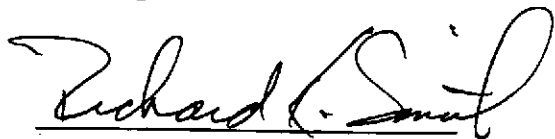
(2) The Complainant and Respondent ("Parties") are

further subject to the provisions of Paragraphs A.7.c(2) through A.7.c(5), inclusive, of Article V of the Order, to the extent that such provisions may be applicable to the Program; provided, however, that any reference to bi-monthly monitoring is understood to pertain to annual monitoring pursuant to the foregoing Paragraph (1).

(3) Respondent shall not be precluded by the Order or this Amendment thereto, from taking such further groundwater samples from the Wells or conducting such further analyses as Respondent shall deem prudent or necessary. The annual groundwater monitoring program shall continue as delineated above until such time as the Parties agree to a revision of said plan.

Except for the amendment set forth herein above, the Consent Agreement and Final Order and the three amendments thereto shall remain in all other respects unchanged.

Dated: 1-14-97



Richard K. Smith
Manager, Environmental Engineering
and Project Management
Westinghouse Electric Corporation

Dated: _____

David P. Howekamp
Director, Air and Toxics Division
U. S. Environmental Protection
Agency, Region IX

IT IS HEREBY ORDERED that this Fourth Amendment to Consent Agreement and Final Order (Docket TSCA-09-013C) be entered. This Fourth Amendment to Consent Agreement and Final Order shall become effective immediately.

Dated: _____

Steven Anderson
Regional Judicial Officer
U. S. Environmental Protection
Agency, Region IX

IN THE MATTER OF WESTINGHOUSE ELECTRIC CORPORATION, Respondent
Docket No. TSCA-09-013

CERTIFICATE OF SERVICE

I hereby certify that the original of the foregoing Fourth Amendment to the Consent Agreement and Final Order Docket No. TSCA-09-013 was filed with the Regional Hearing Clerk, Environmental Protection Agency, Region 9, and that a copy was sent by First Class Mail to:

Gordon T. Taylor
Principal Engineer
Environmental Remediation
Law and Environmental Affairs
Westinghouse Electric Corporation
11 Stanwix Street
Pittsburgh, PA 15222-1384

and to:

Tom Gandesbury
CA Regional Water Quality Control Board
San Francisco Bay Region
2101 Webster St., Suite 500
Oakland, CA 94612

Dated

United States Environmental Protection
Agency, Region IX

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION IX

In the Matter of)
) Docket TSCA-09-013
WESTINGHOUSE ELECTRIC)
CORPORATION,) THIRD AMENDMENT TO
) CONSENT AGREEMENT
) AND FINAL ORDER
_____Respondent._____)

The Consent Agreement and Final Order pertaining to the above-captioned matter, filed with the Regional Hearing Clerk, Region IX, on October 30, 1984, the First Amendment to which was filed on February 28, 1985, and the Second Amendment to which became effective on August 28, 1985, is further amended as follows:

1. Notwithstanding any provisions of the Consent Agreement and Final Order, as amended (the "Order"), to the contrary, Complainant hereby agrees that Respondent has adequately and completely fulfilled any and all obligations pursuant to Article V, Paragraph A.7 thereof, as set forth in the Second Amendment to Consent Agreement and Final Order, and that Respondent shall have no other or further obligations thereunder, except as expressly provided herein.

2. Furthermore, the Order is amended to add Paragraph H to Article V as follows:

H. Groundwater Monitoring Program

(1) Respondent shall immediately implement a groundwater monitoring program ("Program") to confirm the integrity of the slurry wall. Pursuant to the Program, all monitoring wells heretofore sampled on a bi-monthly basis pursuant to Paragraph A.7 of Article V of the Order (the "Wells") shall henceforth be sampled on a semi-annual basis to determine (1) PCB concentration in the groundwater, and (2) water level in the Wells. One sampling event shall take place between the months of March and May of each year, and a second sampling event shall take place between the

months of September and November of the same year. After Complainant and Respondent (the "Parties") have received the results of the sampling event which is to take place between the months of September and November of 1994, the Parties shall review the data generated during the Program and shall attempt to determine by agreement whether the Program should continue. If it is decided to continue the Program, then the Parties should agree on the manner in which the groundwater monitoring Program should be continued.

In the event that the Parties cannot so agree within ninety (90) days of the date of such sampling event, either Party may request the Chief Administrative Law Judge of EPA to appoint an Administrative Law Judge (ALJ) who will act as an independent third party in resolving the dispute.

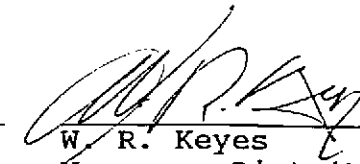
The Parties shall present their respective position(s) to the ALJ in the format and terms as ordered and be bound by the ALJ's decision issued in resolution of the matter.

(2) The Parties are further subject to the provisions of Paragraphs A.7.c(2) through A.7.c(5), inclusive, of Article V of the Order, to the extent that such provisions may be applicable to the Program; provided, however, that any reference to bi-monthly monitoring is understood to pertain to semi-annual monitoring pursuant to the foregoing Paragraph (1).

(3) Respondent shall not be precluded by the Order or this Amendment thereto, from taking such further groundwater samples from the Wells or conducting such further analyses as Respondent shall deem prudent or necessary. The semi-annual groundwater monitoring program shall continue as delineated above until such time as the Parties agree to a revision of said plan.

Dated:

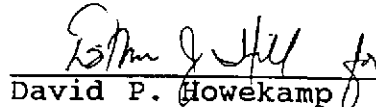
August 1, 1991



W. R. Keyes
Manager, Distribution Services,
Fleet and Facilities
Westinghouse Electric Corporation

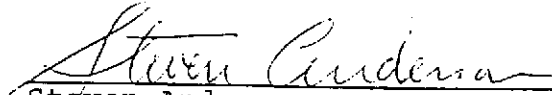
Dated:

9/5/91


David P. Howekamp
Director, Air and Toxics Division
U. S. Environmental Protection
Agency, Region IX

IT IS HEREBY ORDERED that this Third Amendment to Consent Agreement and Final Order (Docket TSCA-09-013C) be entered. This Third Amendment to Consent Agreement and Final Order shall become effective immediately.

Dated: 9-6-91



Steven Anderson
Regional Judicial Officer
U. S. Environmental Protection Agency
Region IX

1
2
3
4
5
6
7
8
9
10
11
12
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 9

In the Matter of) Docket TSCA-09-013C
WESTINGHOUSE ELECTRIC)
CORPORATION,) SECOND AMENDMENT TO
Respondent.) CONSENT AGREEMENT
AND
FINAL ORDER

The Consent Agreement and Final Order pertaining to the above-entitled matter, filed with the Regional Hearing Clerk, Region 9, on October 30, 1984, the first amendment to which was filed on February 28, 1985, is further amended as follows:

1. Article V of the Consent Agreement and Final Order commencing on page 3, line 21 and extending through page 8, line 15, including Attachment Number Three is hereby deleted and the following is substituted therefor:

Respondent agrees to undertake the following measures on the grounds west of the facility building (See Item 1.(a), Stipulated Facts, Attachment Number One to the Consent Agreement and Final Order):

A. Respondent shall develop Exterior Remedial Plans, Specifications and Procedures containing details on the following:

1 1. A site plan based upon existing and available
2 analytical results that identifies the areas from which
3 soils are to be removed, the location of a slurry cutoff
4 trench and the area to be covered by an engineered cap.

5 2. An excavation plan to remove PCB materials in
6 concentrations equal to or in excess of 50 ppm as identified
7 by the sampling techniques employed under this Consent
8 Agreement and Final Order per Amended Attachment Number
9 Three, Item B, for that portion of the site identified in
10 the site plan laying outside of the slurry cutoff trench
11 and place the excavated soils on the inside of the slurry
12 cutoff trench. In the event the excavated soil quantity
13 exceeds the design volume for placement inside the proposed
14 containment area, the excess material, with priority given
15 to areas of highest concentrations, will be removed from the
16 site¹ to a licensed off-site disposal area. The excavated
17 area will be backfilled with imported clean compacted fill
18 material with at least the top two feet backfilled with
19 compacted clay.

20 3. Sampling, collecting, compositing and handling
21 methods in accordance with Amended Attachment Number Three,
22 Item B.

23 4. The slurry cutoff trench shall be constructed
24 in a manner to encircle the area identified in the Exterior
25 Remedial Plans, Specifications and Procedures. The slurry
26 cutoff trench shall be a minimum of 2-1/2 feet thick, will
27

28 1./ The word "site" as used herein is interchangeable
with the word "facility" Article I, page 2, line 8.

1 consist of a low-permeability (maximum hydraulic conductivity
2 of 1×10^{-7} cm/sec) soil-bentonite-water mixture keyed into
3 the "Old Bay Mud"² aquitard encountered at depths of 32 to
4 36 feet at the site.

5 5. The area within the slurry cutoff trench
6 shall be covered with an engineered cap consisting of:

- 7 a) A low-permeability layer, constructed with
8 either a twelve inch layer of clay with a
9 maximum hydraulic conductivity of 1×10^{-7}
10 cm/sec or a twelve inch clay layer with a
11 maximum hydraulic conductivity of 1×10^{-6}
12 cm/sec with an additional, impermeable,
13 synthetic membrane;
14 b) An intermediate drainage layer, and;
15 c) An overlying asphalt layer.

16 The design of the cap shall be based upon a review of the
17 California Administrative Code (Title 23, Chapter 3, Subchapter
18 15, Section 2581). The top surface shall be graded in such
19 a manner so as to drain water away from the capped area to
20 existing drainage pathways.

21 6. The hydraulic effectiveness of the as-con-
22 structed slurry wall cutoff trench shall be "proof-tested"
23 to ensure that the slurry wall was constructed according
24 to specifications. The testing shall include the following
25 activities:

26 ///

27 2./ See discussion of Old Bay Mud, Woodward Clyde
28 Interim Report dated April 9, 1985, at page 5.

1 a) At least one set of pumping wells shall
2 be placed 5-7 feet from the outside edge of the slurry
3 wall and completed in the shallow and deep aquifers.
4 These wells shall be pumped continuously for 96 hours,
5 with the intent of pumping at a constant rate, that will
6 give the maximum drop in water levels in the pumping
7 wells without dewatering these wells. At least one
8 set of piezometers shall be placed 5-7 feet away from
9 the inside wall of the slurry wall, immediately adjacent
10 to the pumping wells. At least one piezometer shall
11 be constructed in both the shallow and deep aquifers.
12 A set of "background" piezometers shall be constructed
13 within the area enclosed by the slurry wall at the
14 greatest distance away from the pumping wells as possible
15 A "background" piezometer shall be completed in both
16 the shallow and deep aquifers. Hydraulic head values
17 shall be determined in all piezometers and pumping
18 wells throughout the duration of the 96 hour pump tests.
19 The hydraulic head measurements in all wells and piezo-
20 meters shall be made to the nearest one-one hundredth
21 of a foot and shall be reported as feet above or below
22 mean sea level. EPA shall designate the location of
23 the wells and piezometers after completion of the
24 slurry wall. Hydraulic head data, well/piezometer
25 construction diagrams, lithologic logs, pumping rate
26 data, and survey elevation and location information
27 for each well/piezometer shall be submitted to EPA
28 within 60 days of the completion of the slurry wall.

1 This data will be evaluated by EPA and significant
2 declines in hydraulic head values in the piezometers
3 adjacent to the pumping wells when compared to the
4 hydraulic head values from the "background" piezometers
5 shall be viewed as evidence that the slurry wall is
6 not functioning as designed.

7 b) In addition to the active hydraulic test
8 described in 6.a), the as-constructed slurry wall
9 hydraulic conductivity shall be tested to ensure that
10 the 1×10^{-7} cm/sec hydraulic conductivity given in
11 the construction specification is met. To test this,
12 intact vertical cores shall be taken every 100 feet
13 along the slurry wall at a minimum depth of 15 feet.
14 From these vertical cores, intact horizontal cores
15 shall be obtained and tested in the laboratory to
16 determine their hydraulic conductivity. The labora-
17 tory procedure shall be agreed upon by both EPA and
18 Westinghouse and shall employ ground water from within
19 the slurry wall as the permeant. The laboratory
20 test data and results shall be supplied to EPA within
21 60 days of completion of the slurry wall. This
22 data will be evaluated by EPA and if the laboratory
23 hydraulic conductivity results of any given sample is
24 significantly greater than 1×10^{-7} cm/sec then this
25 shall be viewed as evidence that the slurry wall was
26 not constructed as specified.

27 7. A post construction monitoring program
28 including a plan to monitor flow gradients and ground water

1 quality in the two possible aquifers located above the
2 Old Bay Mud².

3 a) Locations: Ground water quality monitoring
4 wells shall be located so as to measure whether PCBs
5 are migrating from within the slurry wall and shall be
6 based on the preliminary estimated ground water flow
7 direction at the site. Six sets of double nested
8 ground water monitoring wells shall be installed at
9 the site. Of these six sets, one set of wells shall be
10 placed near each of the four corners of the site, one
11 intermediate set of wells shall be placed between the
12 corners of the site along the west side of the property
13 line, and one set of wells shall be placed east of the
14 site utilizing W-24³. In addition, two shallow, single
15 nested wells shall be placed at intermediate positions
16 between the corners of the site, one on each of the
17 north and south sides of the site.

18 b) Construction: The wells shall be designed
19 and installed in accordance with the document published
20 by the United States Environmental Protection Agency
21 (EPA) April 29, 1983, entitled "Draft RCRA Permit
22 Writer's Manual, Ground Water Protections" at Chapter 4.
23 The filter pack used on the ground water monitoring
24 wells shall not extend beyond two feet above the top
25 of the well screen.

26 ///

27
28 3./ Monitoring Well 24 located on east side of concrete pad
at the site.

1 c) Sampling:

2 (1) The initial ground water monitoring
3 plan shall cover a four year period of time and shall
4 include both water quality and water level measurements
5 to be taken on a bi-monthly basis. At the end of the
6 four year period, the Complainant and Respondent,
7 respectively, shall review the water quality and water
8 level data obtained. The ground water monitoring
9 program may be revised based upon information obtained
10 as a result of the four year data and estimations of
11 ground water flow directions and velocities. The
12 program as revised by Respondent shall include sampling
13 locations, frequencies and evaluative methods for the
14 remaining time period that the PCB contamination will
15 remain on the site. The program as revised shall be
16 subject to Complainant's concurrence and prior approval.

17 (2) Samples shall be filtered and analyzed
18 for PCBs in accordance with EPA Test Method 8080.

19 (3) The plan shall contain detailed
20 sampling and analytical protocol. The plan shall also
21 include QC/QA requirements based upon a review of the
22 "Laboratory Data Validation, Functional Guidelines For
23 Evaluating Organics Analyses," EPA Technical Directive
24 Document No. HQ-8410-01, which will cover, at a minimum,
25 sample stability, analytical instrument performance,
26 possible sample contamination, identification and
27 quantification of the analyte in the sample analyzed,
28 precision of the analysis, and the accuracy of the

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

results reported.

(4) Prior to sampling Respondent shall give Complainant two weeks advance notice with specific dates and locations. Respondent shall provide Complainant with the results of the sample analysis within one month of sample collection. Complainant reserves the right to either take duplicate samples or split samples for independent analysis.

(5) Within two consecutive calendar weeks after receipt of the sampling results, Respondent shall review the results and provide complainant the results of any increases in concentration over a one-time bi-monthly monitoring period, or an accumulation in concentration over all previous bi-monthly monitoring periods required under Article V.A.C.(1), above, of PCBs of 7.5 ppb or more (the existence of an unusual occurrence). Complainant may review the sampling results provided by Respondent in paragraph (4) above, and notify Respondent of the statistical method used in reviewing the results and any unusual occurrence found. Within thirty consecutive days after notification of a finding of the existence of an unusual occurrence by either Complainant or Respondent, Respondent shall submit to Complainant for review and approval, an assessment plan which addresses the underlying causes of the unusual occurrence and a schedule for implementation of the plan. Within 120 days of approval of the assessment plan, Respondent shall submit for review

1 and approval the results of the assessment plan and
2 a remedial action plan which addresses the causes of
3 the unusual occurrence determined in the assessment
4 plan results. In the event that Complainant upon
5 review of Respondent's remedial action plan, finds
6 the plan to be unacceptable, Complainant shall notify
7 Respondent setting forth the specific reasons for
8 finding the plan unacceptable. Within fifteen con-
9 secutive working days after receipt by Respondent
10 of Complainant's finding that Respondent's plan is
11 unacceptable, Respondent shall submit to Complainant a
12 remedial action plan which shall address the specific
13 concerns set out by Complainant for finding the initial
14 plan unacceptable. If the Complainant determines that
15 the unusual occurrence is a result of material from
16 within the slurry wall and if the migration of PCBs
17 from within the slurry wall cannot be reversed by
18 repair of the slurry wall itself in order to satisfy
19 the performance requirements set forth in Article V.A.5.
20 above, then Respondent shall excavate that portion of
21 the site within the slurry wall in accordance with the
22 compliance schedule in the Consent Agreement and Final
23 Order signed October 30, 1984. This schedule shall be
24 revised to reflect current time frames.

25 8. Respondent shall develop an inspection and
26 maintenance program to ensure that the integrity of the
27 engineered cap is retained for the remaining time period
28 that the PCB contamination will remain on the site. This

1 program will contain inspection frequencies and required
2 maintenance actions. In addition, this program will
3 contain emergency procedures in the event that the condition
4 of the engineered cap ceases to meet the requirements set
5 forth in Article V.A.5. above.

6 B. Respondent shall submit the Exterior Remedial
7 Plans, Specifications and Procedures for the excavation and
8 encapsulation project for the grounds west of the facility
9 building for Complainant's review and comment within thirty
10 consecutive days after the filing of this Second Amendment
11 to Consent Agreement and Final Order. Respondent shall
12 submit a response to all of Complainant's comments and
13 questions concerning the Exterior Plans and Specifications
14 within 15 consecutive days of their receipt by Respondent.
15 Respondent shall select a contractor to undertake the work,
16 within thirty consecutive days after this Second Amendment
17 to Consent Agreement and Final Order is entered.

18 C. Within one hundred and twenty days after execution
19 of this Second Amendment to Consent Agreement and Final
20 Order, Respondent shall complete the excavation and slurry
21 cutoff trench capping project. In the event of any delay
22 in the execution of the work to be performed under this
23 Consent Agreement and Final Order Complainant may extend
24 the time for Respondent's performance provided that,
25 Respondent has notified Complainant as soon as practicable
26 and provided further, that Respondent can demonstrate to
27 Complainant's reasonable satisfaction that the cause of
28 noncompliance was beyond Respondent's reasonable control.

1 D. Within thirty days of completion of the construc-
2 tion portion of the work, Respondent shall provide a post
3 construction report including a review of changes to the
4 Exterior Remedial Plans, Specifications and Procedures
5 made during actual construction. Respondent shall then
6 certify to Complainant that all construction was accomp-
7 lished in accordance with this Second Amendment to Consent
8 Agreement and Final Order. Upon receipt of Complainant's
9 acknowledgement of the completion of the work in accordance
10 with the Exterior Remedial Plans, Specifications and
11 Procedures as amended by this paragraph, Respondent shall
12 commence construction of the post construction ground
13 water monitoring system. Within one month of commencement
14 of the post construction ground water monitoring system,
15 Respondent shall begin the sampling program as required
16 under Article V.A.7.(c).

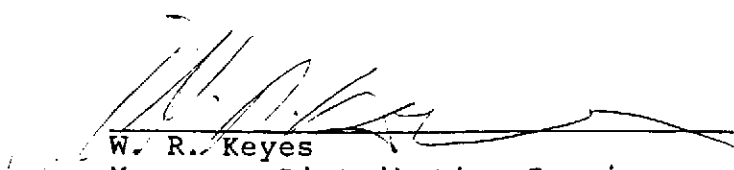
17 E. In the event that at any time while the Consent
18 Agreement and Final Order, as amended, is in effect the
19 direction of ground water flow changes as indicated by
20 water level measurements, Complainant shall be notified
21 of such event in writing as soon as practicable but in
no case more than two weeks after discovery by Respondent
of such event. Within thirty days after notification of
24 Complainant of the change in ground water flow, Repondent
25 shall submit to Complainant for concurrence, a plan for
26 system modification which shall meet the requirements of
27 this Article V.A.7.(a) above.

28 ///

1 F. Post cleanup use of the site shall be consistent
2 with the uses of the adjacent land as of the date of
3 execution of this Second Amendment to Consent Agreement
4 and Final Order by Respondent.

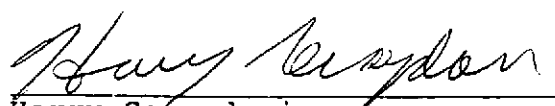
5 G. A copy of this Consent Agreement and Final Order
6 including all amendments, shall be filed with the County
7 Recorder's Office, Alameda County, California in the manner
8 set forth in the California Health and Safety Code Section
9 25230 as notice to the whole world of the presence of PCB
10 materials in concentrations greater than 50 ppm in the soil
11 at the site and that the obligations imposed upon Respondent
12 in this Second Amendment to Consent Agreement and Final
13 Order are intended to run with the land, touch and concern
14 the land. The recording instructions set forth in Section
15 25230(a)(1) shall be followed in recording this document
16 except the Complainant shall be substituted for the "depart-
17 ment" for the purposes of the grantee index. In the event
18 of alienation of the fee, Respondent shall remain a guarantor
19 of the performance of the obligations set out in this Article
20 V, Second Amendment to Consent Agreement and Final Order.
21 Complainant shall be notified of sale of the property, or
22 portions of the property by Respondent.

23 Date: August 16, 1985

24
25
26 
27 W. R. Keyes
28 Manager, Distribution Services,
Fleet and Facilities
Westinghouse Electric Corporation

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

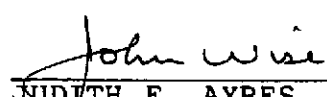
Date: 8/27/85



Harry Sefaydarian
Director, Toxics and Waste
Management Division
U. S. Environmental Protection
Agency, Region 9

IT IS HEREBY ORDERED that this Second Amendment to
Consent Agreement and Final Order (Docket No. TSCA-09-013C)
be entered. This Second Amendment to Consent Agreement
and Final Order shall become effective immediately.

Date: 8.28.85, 1985



for JUDITH E. AYRES
Regional Administrator
United States Environmental
Protection Agency
Region 9

///
///
///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY

In re:) Docket No. TSCA-09-013C
)
WESTINGHOUSE ELECTRIC CORPORATION) AMENDMENT TO CONSENT
) AGREEMENT AND
Respondent.) FINAL ORDER

The Consent Agreement and Order between Region 9, Environ-
mental Protection Agency (EPA) and Westinghouse Electric Cor-
poration (Westinghouse), executed on October 22, 1984, per
Harry Seraydarian, Director, Toxics and Waste Management Division,
Region 9, EPA, is hereby amended by striking the period at
page 8, line 20, following "Order", and adding the following:
; provided, however, that Respondent shall not be
deemed to be in default under subpart V., D., of
this Consent Agreement and Order by reason of its
suspending excavation, removal, back-fill and all
other site cleanup work on or after December 7, 1984
in conformance with the attached "Temporary Site
Closure Plan", so long as Respondent resumes said

1/23/85

TEMPORARY SITE CLOSURE PLAN

The goal of the Temporary Site Closure Plan is to ensure that contaminated areas of the Westinghouse, Emeryville site which have been exposed through excavation are properly contained and will not result in any off-site migration of PCBs. The runoff of surface waters from the site shall contain concentrations of PCBs at less than 2 ppb. Solid materials are to be screened for evidence of PCB contamination and the disposal shall be regulated in accordance with 40 CFR 761.60.

The descriptions of the areas worked are based on the grid system shown on the attached drawing.

Excavation of contaminated material has taken place in the following areas:

- C-2, C-3, C-4, C-5, D-2, D-3, D-4, D-5, E-2, E-3, E-4, E-5, F-2, F-3, F-4, F-5, G-2, G-3, G-4, G-5, H-2, H-3, H-4, H-5, I-2, I-3, I-4, I-5, J-2, J-3, J-4, J-5.

The following areas have been excavated down to clean soil levels as specified in the consent agreement:

- C-2, C-3, C-4, C-5, D-2, D-3, D-4, D-5.

These areas will be backfilled to a grade which will facilitate drainage. Drainage shall be directed towards the southwestern property line adjacent to quadrants A-8 thru A-18. Clean material from an off-site borrow source will be used.

In the area where truck loading occurred and contaminated soil may have been dropped during the loading operation, approximately two inches of the gravel base will be removed and stockpiled with other contaminated material. Approximately ten inches of gravel will remain in this area.

Contaminated material which is currently stockpiled on site will be placed in excavated areas which have not been excavated down to uncontaminated soil. After this backfilling has occurred, areas in which contaminated soil are exposed will be covered with visqueen plastic to reduce infiltration. The plastic will be secured using sand bags or clean fill material.

In areas where railroad track has been removed in the contaminated areas near the north side of the site, ties which have not been removed will remain in place to prevent further disturbance of the soil. Where track and ties have been removed in the middle of the site, backfill will be placed on the rail bed to bring this area to a grade which will facilitate drainage and reduce erosion. Drainage will be directed towards the southwestern portion of the site adjacent to quadrants A-8 thru A-18.

Westinghouse Electric Corporation shall install a system of sediment traps and filters to be strategically placed along the western property line across the major surface water runoff flow paths leaving the site.

Surface water and sediment samples* will be taken and analyzed for PCBs after each of the first five rainfall events from runoff that has temporarily ponded behind the sediment traps and filters. Samples will be taken and analyzed monthly thereafter.

In the event that surface water sample results** for a sampling location indicate that the concentration of PCBs in the water is equal to or greater than 2 ppb, Westinghouse Electric Corporation will initiate actions in consultation with EPA representatives to ensure that surface water runoff containing PCBs equal to or greater than 2 ppb will not leave the site. These actions could include covering the contaminated areas of the site with plastic. Where possible, surface water run-on will be diverted around the site, or procedures will be implemented to direct surface water run-on over the plastic to avoid contact of water with the contaminated soils. The effectiveness of the corrective actions will subsequently be monitored.

Sediments in the traps determined to contain PCB concentrations equal to or greater than 50 ppm will be collected and properly shipped and disposed of at an EPA approved facility. Any surface water leaving the site must pass through a properly maintained filter cloth.

Selected soil areas on site will be hydromulched and seeded to encourage growth of grass to prevent erosion.

The fence and gate at the site entrance will be restored and the gate will be locked.

A fence will be placed along the property line north of the Westinghouse building to prevent entrance to the site from the adjoining property in the area of the old rail bed.

* Either one sample or three triplicate samples may be collected.
** In the event that three samples are taken, if the analysis results for two of the three samples is equal to or greater than 2 ppb, then the corrective actions described in this paragraph will be initiated by the Westinghouse Electric Corporation.