

May 3, 2000

Michelle F. Barczak, Asst. District Counsel  
& Ray Pilon, Project Manager  
Department of the Army  
Buffalo District, Corps of Engineers  
1776 Niagara Street  
Buffalo, New York 14207-3199

**Via Facsimile: (716) 879-4292**  
**Without Attachments; Regular**  
**Mail With Attachments**

**FOR PURPOSE OF SETTLEMENT**  
**ALL RIGHTS RESERVED**

K N A U F

K O E G E L

& S H A W

L L P

**Re: Settlement of Damages Caused to Somerset Group Property**  
**During August-December 1998 Asbestos Removal Project**

Dear Michelle and Ray:

On April 19, 2000, I had a very productive conversation with Victor L. Kotwicki, Chief of the Army Corps of Engineers Detroit District Real Estate Division. I reiterated to Mr. Kotwicki on April 19th, as we collectively did at the March 20, 2000 meeting, that we would be willing to separate the asbestos claim settlement issues from the site access agreement. This concession was based on the contingency that separate settlement negotiations on the asbestos claims would proceed.

During the April 12, 2000 Restoration Advisory Board meeting, Michelle explained to me that additional asbestos removal work would not be possible on the Somerset Group site under your current programs and/or due to budget constraints; however, damages caused to the real estate itself could be settled. Michelle was not sure at that time whether a settlement could only take the form of services to restore the damages caused to the site or could be a monetary settlement. On April 19<sup>th</sup>, Mr. Kotwicki confirmed that we could negotiate a monetary settlement and suggested that we prepare this letter setting forth the basis of the asbestos claims and the terms of a proposed monetary settlement.

***I. Basis of Claim***

Under the October 7, 1996 Right of Entry for Environmental Assessment and Response Agreement entered into between the United States of America and Somerset Group, Inc., by its President John Syms, the Government was obligated to "restore the Property, ... replace or remove any pavement or other cover which was damaged ... reconnect any utility lines and facilities which were required to be disconnected or are otherwise disturbed or damaged"; and pursuant to its obligations under the Federal Torts Claim Act (28 U.S.C. 2671, et seq.), "undertake the necessary payment" for any damages caused.

Beginning in August 1998 and continuing through December 1998, Environmental Quality Management, Inc. ("EQMI") and its local subcontractor, Environmental Products & Services, Inc. ("EP&S") performed an asbestos removal project on behalf of the Army Corps of Engineers

PROJ\_1044



Michelle F. Barczak  
and Ray Pilon  
May 3, 2000  
Page 2 of 6

pursuant to an approximately \$1 million contract (namely, Delivery Order 01) executed by the ACOE on August 20, 1997. Portions of the Site were significantly damaged and Somerset Group logged numerous complaints with the Corps, the Contractor and subcontractor during the project about the damages being caused to the property.

On January 8, 1999, shortly after the termination of the project, the Somerset Group sent the Army an invoice for damages. *See Exhibit A.* It listed the items or structures damaged and estimated the cost to repair such damages based on Lewport Construction Inc.'s estimate for such repairs. Since that invoice was sent, Somerset Group obtained estimates for road repair and utility pole repair from outside vendors. These estimates far exceed the estimates originally quoted in the January 8<sup>th</sup> invoice.

On February 1, 1999, Ray sent the invoice to its contractor, EQMI, for consideration. *See Exhibit B.* EQMI has not contacted Mr. Syms since that time.

In a letter dated October 21, 1999, from Ray to John, Ray acknowledged that ten (10) panels of asbestos left on the surface of the ground at the Site should have been removed, certain rocks be removed and the certain roads repaired with 1-inch topcoat. In addition, the letter continues by indicating that the Corps has notified its contractor it is responsible for certain other damages, including repairs to: (a) buildings in Area F; (b) damages tank farm wall in Area E; (c) two (2) water shut off valves; (d) fire hydrant in Area E; (e) cooling water valve in Building 6 courtyard. *See Exhibit C.* While this letter acknowledged certain damages, it was not fully comprehensive of the damages cause during this project. Additional operational violations during the performance of the asbestos project are confirmed in an internal Army Corps of Engineers September 11, 1998 inspector's report. *See Exhibit D.*

Obviously, the quantity of asbestos remaining in not only subsurface but surface soils is still at issue, but is far greater than 10 asbestos-containing panels lying on the surface of the ground. See pictures attached to the March 17, 2000 Right of Entry Agreement correspondence. In addition, the length of damaged roadway described in the Corps October 21<sup>st</sup> letter is far less than the actual roadway impacted. Finally, the list of contractor related items is not complete. In the following section of this correspondence a comprehensive list of all damages caused to the property during the August 1998 - December 1998 asbestos removal project is provided.

## ***II. Assessment of Damages***

Mr. Syms does not want EP&S or EQMI back on his property. A brief review of the damages caused to the property reveal the total disregard these contractors had for the Site and Mr.



Michelle F. Barczak  
and Ray Pilon  
May 3, 2000  
Page 3 of 6

Syms. Therefore, Somerset Group would prefer monetary compensation in lieu of services to repair damages caused to the property during the asbestos removal project. In exchange for a monetary settlement of these claims, Somerset Group shall provide the United States with a release from any future claims associated with these damages. The following damages were caused and Somerset Group believes the settlement amounts listed are fair and reasonable:

<i><b>DAMAGES</b></i>	<i><b>CLAIM</b></i>
2. Subcontractor Hit Building in Area F with an excavator three times (West wall, North East corner and North end). This damage further destroys any potential reuse of the building. The arrow on the first picture reveals wall cracked to the roof line. <i>See Exhibit 1.</i>	\$4,800.00  Estimate reflects value to repair cinder block and structural damage
3. Tank Farm Walls in Area 18-N were damaged and the cement surrounds for two monitoring wells in this area were destroyed by equipment. This damage further destroys the value of the site. <i>See Exhibit 2.</i>	\$3,750.00  Estimate reflects value to repair concrete damage
4. Seven (7) shut-off valves that stuck up out of the ground were driven over with tractors and shut off valves were snapped off and are no longer visible. <i>See Exhibit 3. [NOTE 1: Unfortunately, there is only one picture of this damage because the stems are no longer present; this picture shows part of one of the valve sleeves lying on the ground]. [NOTE 2: Corps' October 21<sup>st</sup> letter states that only five (5) valves were destroyed].</i> Even though there is no potable or non-potable water supplied to the facility at the current time, this damage further eliminates the possibility of water being supplied to the site after the remediation is complete.	\$4,200.00  Estimate reflects value to replace valves
5. One fire hydrant was broken off of its sleeve pipe in Area E and the valves of another fire hydrant in Area 18-N were broken. <i>See Exhibit 4, which only includes the second hydrant.</i> This damage further diminishes the value of the site from being a reusable industrial park with safety controls such as fire hydrants.	\$ 350.00  Estimate is based on verbal quote from Churchill Valve Co.



<b>DAMAGES</b>	<b>CLAIM</b>
6. The sleeve of the Cooling Water Line was snapped off by the subcontractor's equipment and the valve is presently hanging in place. This damage further diminishes the value of the site from being a reusable industrial park. Boron and lithium products were piped through this line according to the as built drawings. <i>[NOTE: There is no photograph attached depicting this damage].</i>	\$ 460.00  Estimate reflects value to replace sleeve and valve
7. The subcontractor intentionally tore down a 16' steel chain link fence and the fence posts that surrounded the power distribution area because the fence allegedly interfered with movement around the site. The fence posts were left on-site in a heap and the fencing material was thrown on another pile of steel parts. <i>See Exhibit 5. [NOTE: Pipes with asbestos wrapping materials are visible in the second photograph].</i>	\$1,600.00  Estimate reflects original value of fencing material and does not reflect current value, which would have been higher
8. A utility pole in this same power distribution area was snapped off at ground level. This damage destroys the source of electrical power in the vicinity of Area F and the main distribution area for electrical power to Area 6. Another utility pole was also damaged. <i>See Exhibit 6.</i>	\$1,800.00 Amount increase from 1/8/99 invoice based on estimate from outside contractor Ferguson Electric Construction Co. Inc. <i>See Exhibit 6.</i>
9. Subcontractors intentionally removed steel that was being stored inside the building in Area 6, pushed the steel into various piles, damaging original steel beams and parts, as well as pallets, in order to sell such material as scrap metal. This work was not necessary to perform under the terms of the contract with the Corps and was done without Somerset Group approval. Mr. Syms, on behalf of Somerset Group and his other businesses, purchased these materials new some years ago. They were rusty but useable before they were pushed into heaps. He did intend to use them someday in the future. The damage to these items has permanently destroyed their usefulness. <i>See Exhibit 7.</i>	\$11,000.00  Estimate is based on original purchase price of steel beams parts and pallets and does not reflect current value, which would have been higher. For example, steel frame pallets were purchased for approx. \$55 each & current price would be approx. \$140





Michelle F. Barczak  
and Ray Pilon  
May 3, 2000  
Page 5 of 6

<b>DAMAGES</b>	<b>CLAIM</b>
<p>10. The roads at the Somerset Group site were paved before the August -December 1998 project was commenced. A significant square footage of roadways was destroyed by the approximately 80-90 trucks that were on-site each day during the project. The total square footage of roadway reflected on the attached Clause Paving repair estimate were torn up throughout the property by track excavators and bulldozers. Dirt was replaced with what was once asphalt and then hydro seeded the site. Grass is now growing on the roads. The Corps October 21<sup>st</sup> correspondence appears to acknowledge damage to two of the roadways with a square footage of 1000' x 20' &amp; 265' x 15'. But this did not include two roads damaged on the East and West side of Area 6, and the continuation back to the main entrance road or two roadways leading from Area 6 into the Area 6 building on each side. <i>See Exhibit 8 (three pages of photographs)</i>. The damaged roadways, which now have grass growing on them add to site maintenance costs and further diminish property value</p>	<p><b>\$131,358.00</b></p> <p>Amount increase from January 8, 1999 invoice based on actual estimate from outside contractor Clause Paving</p>
<p>11. A number of drainage ditches were damaged during the project. Contractors filled in ditches to cross over them and never restored the ditches in accordance with terms of the contract. <i>See Exhibit 9 (page 1)</i>. Contractor also removed one culvert pipe, crushed another and plugged one with wood and other debris. <i>See Exhibit 9 (page 2)</i>. <b><i>Please note that 17 dead frogs were found on April 12, 2000 in the ditch near Building 30 A marked in Exhibit 9. The New York State Department of Environmental Conservation informed Mr. Syms that you were made aware of this situation the day after the discovery on April 13, 2000.</i></b></p>	<p><b>\$18,700.00 + \$6,000.00 to replace culverts not included in January 8, 1999 estimate</b></p>



Michelle F. Barczak  
and Ray Pilon  
May 3, 2000  
Page 6 of 6

<i><b>DAMAGES</b></i>	<i><b>CLAIM</b></i>
12. Two final pictures illustrate the sloppy housing practices of the contractors during the project. <i>See Exhibit 10.</i> The first picture shows the contractors driving over contaminated soil, tracking asbestos around the site. This and other violations of law and regulation are revealed in the Army Corps of Engineers inspector report. <i>See Exhibit D.</i> The second picture is outside of an oil tank borrowed from Somerset Group to store the contractors fuel for their vehicles. The contractors never cleaned the fuel oil spilled during their use of the tanks. The fuel oil may have seeped into the ground through any cracks in the concrete.	Damages from these incidents cannot be calculated until these areas are further investigated. Somerset Group believes the remaining on-site asbestos contamination and any fuel oil contamination should be investigated during the RI and reserve the right to renew any claims associated with the incidents revealed in the final two pictures.
<b>TOTAL:</b>	<b>\$184,018.00</b>

Sincerely,

KNAUF KOEGEL & SHAW, LLP

Linda R. Shaw

LRS/soi

Attachments

pc: Ron Kuis, Esq. (w/ attach.)

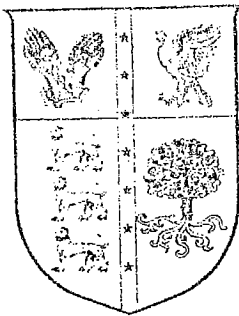
Alan Knauf, Esq. (w/ attach.)

Victor L. Kotwicki (w/ attach)

\\Linda\c\Clients\WWII\_Syms\Asbestos\_Damages.wpd

**EXHIBIT A**

# The Somerset



# Group Inc.

LEW-PORT INDUSTRIAL PARK

Balmer Road, Youngstown, New York 14174  
716 754-4383

Dept. of the Army  
U.S. Army Engineer District  
1776 Niagara St,  
Buffalo, NY 14207

INVOICE NO 10185 SI

INVOICE DATE 1/8/99

TERMS NET

OUR ORDER NO.

YOUR ORDER NO.

Quantity	Description	Amount
1	Repairs to damaged Bldg. Area 'F'	\$ 4,800.00
1	Repairs to damaged Tank Farm Walls Area 'E'	\$ 3,750.00
1	Replacement of 7(seven) water Shut-Off Valves	\$ 4,200.00
1	Repair of Fire Hydrant Area 'E'	\$ 350.00
1	Repair of Cooling Water Line Valve, Bldg. 6 Courtyard	\$ 460.00
1	Replace 16(sixteen) Fence Posts Area 'F'	\$ 1,600.00
1	Replace Utility Pole Area 'F'	\$ 800.00
1	Replace Damaged Steel Sections and Pallets	\$ 11,000.00
1	Repair Roads Damaged Throughout	\$ 30,000.00
1	Restore Drainage Ditches in Areas 'A' 'B' 'C' 'E' 'F' to achieve positive drainage, includes cleaning culverts	\$ 18,700.00
TOTAL		\$ 75,660.00

**EXHIBIT B**

FEB - 1 1999

New York-Pennsylvania Area Office

SUBJECT: Contract No. DACW49-98-D-0003, SPIDT, DO 1 Asbestos Removal Project Phase I & II Somerset Property, Former Lake Ontario Ordnance Works, Lewiston, NY

Environmental Quality Management, Inc.  
1310 Kemper Meadow Drive  
Cincinnati, Ohio 45240

Dear Gentlemen:

On January 12, 1999 we received an invoice (Enclosure 1) and electric bill (Enclosure 2) from the Somerset Group. The invoice detailed repairs necessary to correct damage allegedly caused by your company while doing work on their property under the above referenced document.

I would like to direct your attention to paragraphs I.67 and I.69 of contract DACW49-97-0011. Based on those paragraphs, you are responsible for repairing all damage to the prior existing vegetation, structures, equipment, utilities, and improvements that resulted from your company's actions.

If you have any questions regarding this or any other issue, please contact Mr. Harold Leggett at phone number (716) 879-4289.

Sincerely,

**SIGNED**

David G. Bingert  
Contracting Officer's Representative

Enclosures

**EXHIBIT C**

FACSIMILE TRANSMITTAL HEADER SHEET						
For use of this form, see AR 25-11: the proponent agency is ODISC4						
COMMAND/OFFICE		NAME/OFFICE SYMBOL		OFFICE TELEPHONE NO. (AUTOVON/COMM.)		FAX NO. (AUTOVON/COMM.)
FROM: Ray Pilon		Buffalo District Corps of Engineers Project Management Branch		(716) 879-4146		(716) 879-4195
TO: John Syms		Somerset Group		(716) 754-4383		(716) 754-4385
CLASSIFICATION	PRECEDENCE	NO. PAGES (including this header)	DATE/TIME	MONTH	YEAR	RELEASER'S SIGNATURE
			10/21/99			
REMARKS:						


John:

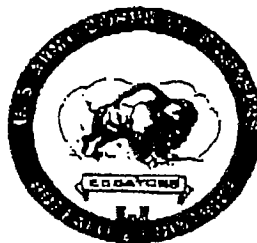
Attached are:

- letter explaining what we are proposing to settle your claims. and
- Right-of-Entry that we need before we can schedule our contractor to come to your site.

Please review these items and call me to discuss.

Thank you.

  
Ray Pilon  
Project Manager



Space below for communications center use only





DEPARTMENT OF THE ARMY  
BUFFALO DISTRICT, CORPS OF ENGINEERS  
1776 NIAGARA STREET  
BUFFALO, NEW YORK 14207-3199

REPLY TO  
ATTENTION OF

Project Management

October 21, 1999

SUBJECT: Asbestos Removal Project, Somerset Property, Former Lake Ontario Ordnance Works, Lewiston, New York - Contract No. DACW49-98-D-0003, SPIDT, Delivery Order 01

Mr. John Syms  
Somerset Group  
1600 Balmer Road  
Youngstown, New York 14174

Dear Mr. Syms:

1. This is further to my letter dated July 16, 1999 concerning the subject contract and proposed corrective actions and payments related to your claims.
2. I am pleased to inform you that we are planning to re-mobilize our contractor in the near future to address some of your concerns.
3. In summary, we plan to:
  - a. Handpick and dispose of transite panel pieces including:
    - About five (5) transite panels located near the loading dock area,
    - About two (2) transite panels located near the old storage tank,
    - About three (3) transite panels located near the entrance gate.
  - b. Remove rocks in Area C and add topsoil and hydroseed as needed.
  - c. Repair roads with 1-inch topcoat. Roads to be repaired consist of the main road into the property from Balmer Road to the north end of Area C, and the road along the north end of Area C from the entrance road to Area B. Dimensions are approximately 1,000 feet by 20 feet; and 265 feet by 15 feet. Also the road that runs east along the north side of Mr. Syms office building requires stone as far as the bend at building 6-01 (approximately 500 feet by 10 feet).
4. You are aware that our Rights-of-Entry (ROE) have expired. Attached is a new Right-of-Entry that we propose to be executed by you to allow us to proceed. I cannot schedule our contractor to mobilize until I receive the ROE. Therefore, please review the ROE and if acceptable, return it to me as soon as possible.

Project Management

SUBJECT: Asbestos Removal Project, Somerset Property, Former Lake Ontario Ordnance Works, Lewiston, New York - Contract No. DACW49-98-D-0003, SPIDT, Delivery Order 01

5. It is also recognized that you have additional claims of damages not specifically identified above. These include:

- a. Repairs to building in Area F,
- b. Repair to damaged tank farm wall in Area E,
- c. Repair or replace two (2) water shut-off valves,
- d. Repair of fire hydrant in Area E,
- e. Repair to cooling water valve in building 6 courtyard.

Our contract requires the contractor to be responsible for these damages and we have directed him to resolve these issues with you as soon as possible

If you have any questions, or require any additional information, please do not hesitate to call me at (716) 879-4146.

Sincerely,

  
Raymond L. Pilon  
Project Manager

Attachment I - Right-of-Entry

10/21/99 14:11 FAX 13 AIRCRAFT OF AIRLINE 40004

DEPARTMENT OF THE ARMY  
RIGHT-OF-ENTRY FOR CONSTRUCTION  
DACW35-9-99-1031

FORMER LAKE ONTARIO ORDNANCE WORKS -  
SOMERSET GROUP, INC., YOUNGSTOWN,  
NEW YORK

DERPFUDS PROGRAM  
PROJECT NO. 2FHENY002504

THE SOMERSET GROUP, INC., hereinafter called the Owner", in consideration of the assistance and advantages to be derived by the Owner, does hereby grant to the UNITED STATES OF AMERICA, hereinafter called "Government", a right-of-entry upon the following terms and conditions:

1. The Owner of said premises hereby grants to the Government an irrevocable right to enter upon the lands, hereinafter described, at any time within a period of two (2) years beginning 20 September 1999 and ending 19 September 2001 to perform surface and subsurface investigations including soil and groundwater sampling and analysis as well as remediation if necessary. The right-of-entry includes the right to perform survey and exploration of areas suspected of containing additional contamination or military materials.
2. The right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided that such ingress and egress is necessary and not otherwise available to the Government; the right to establish work and storage areas, and the right of access to the project site.
3. All tools, equipment, buildings, improvements and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this permit or right-of-entry.
4. The Government shall have the right to patrol and police the lands hereinafter described during the period of this right-of-entry.
5. If any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, in its sole discretion, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any damages other than those provided for herein.

6. The land affected by this Right-of-Entry is located in the State of New York, County of Niagara, and is shown on attached Exhibit "A".

WITNESS MY HAND AND SEAL this      day of      , 1999

WITNESS:

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
SIGNATURE/Title

\_\_\_\_\_(SEAL)  
SIGNATURE/Title

ACCEPTED BY:

VICTOR L. KOTWICKI  
Chief, Real Estate Division  
Detroit District

**EXHIBIT D**

11 September 1998

RESUME OF STAFF VISIT

STAFF OFFICIAL: Vernon W. Griffin, CENAB-EN-HI, (410) 952-3333

PROJECT VISITED: Lake Ontario Ordnance Work, Niagara County, Lewiston, New York

DATE OF VISIT: 09-10 September 98

PRINCIPAL CONTACTS: Justina Wesley, USACE, Baltimore District (410) 962-6714

PURPOSE OF VISIT: To provide site activity observation of asbestos abatement project.

FINDINGS:

Contractors from Environmental Products and Services were observed to be pressure washing the second floor of building 6-01 while other employees glove bagged asbestos containing material (ACM) that existed around piping. ACM, friable and non-friable, was present throughout the building, on the floor, piping and some equipment. It was noticed later that some employees were wearing facial hair that would interfere with the donning of the respirator while working inside building 6-01.

Building 6-01 not enclosed during asbestos abatement allowing the wind and other elements to blow through disturbing the friable asbestos that existed in the building.

Water used for pressure washing building 6-01 not collected or filtered. Water draining from the building and onto the ground, saturating the soil and migrating down hill outside the identified 10 foot soil removal area. This water contains ACM from building 6-01.

Equipment from the building not removed to first floor for wiping and/or washing. Equipment washed in place. No laydown area established.

Asbestos containing mortar not placed in drums during pressure washing of second floor. Mortar just covered with polyethylene and left on first floor.

CENAB-EN-HI (200-1c)

SUBJECT: SUBJECT: Site Activity Observation, Lake Ontario Ordnance Work  
Asbestos Abatement, Lewiston and Porter, Niagara County, New York

Metal shelving, beams, and other miscellaneous, metal that were located in building 6-01 and marked to be kept by the Somerset Group, haphazardly thrown into big piles on the ground outside of building 6-01 without being covered or cleaned.

No soil wetting being performed, not during or after grubbing/clearing areas of vegetation. Areas west and northwest of building 6-01 and an area south of building 30A grubbed/cleared of all trees and vegetation. Soil containing visible, friable ACM, (i.e. crushed transit panels) observed blowing around the site. No perimeter air monitoring being performed. The only air monitoring being conducted was personal and air monitoring in the courtyard of building 6-01.

No decontamination pad constructed for equipment being used in areas where contact with friable ACM is unavoidable.

Equipment not maintained in one certain area or cleaned before being moved around the site through areas that were not identified for soil removal. Equipment, (i.e. fork lifts), used inside building 6-01 observed to be tracking ACM from inside the building to areas 150 feet west of the building to the roll-off locations disposing of collected transit panels. This same equipment also noticed to be tracking ACM to other locations around the outside perimeter of building 6-01 that had not been identified for soil removal. Track hoe also observed going from an area with visible ACM in the soil through areas not identified for soil removal without being cleaned. Track hoe also observed moving from these areas and down a paved road-leaving dirt containing ACM without cleaning it up or wetting the road.

Several areas throughout the site with suspect ACM, (i.e. jackets), along with asbestos containing transit panels and other debris that, per contractor, were not identified as areas that need to be evaluated or cleaned up. The contractor stated that they bid and were awarded the contract on the 90% design, which did not address some of these areas.

Care should be taken to prevent unnecessary exposure to employees and the environment from asbestos fibers that could become airborne during abatement procedures. Inspection of employees should be done at the beginning of each workday to ensure that they are free of hair that will interfere with the donning of the respirator.

CENAB-EN-HI (200-1c)

SUBJECT: SUBJECT: Site Activity Observation, Lake Ontario Ordnance Work  
Asbestos Abatement, Lewiston and Porter, Niagara County, New York

**COMMENTS/RECOMMENDATIONS:**

All contaminated wash water shall be collected and filtered through a HEPA filter prior to discharge to the sewer or to grade. This can be accomplished by creating a bermed area with polyethylene to collect the water before discharge.

All items and equipment stored in building 6-01 shall be removed and decontaminated prior to the start of asbestos abatement. This equipment shall be placed in the laydown area that should be located on the first floor of building 6-01. The laydown area shall have at a minimum, three layers of 6-mil polyethylene within a berm. This equipment shall be labeled or tagged and transported to a temporary storage area. This storage area shall be located at least 100 ft from and soil removal areas and shall be free of asbestos. Removed items shall be tarped.

Bags of mortar will be placed in drums for containment. This is necessary protect and to decrease the further spread of the contamination due to the elements.

Soil containing ACM and other items containing ACM will require controlled wetting down to control potential admissions. The soil should also be wetted down or completely covered while waiting for transport to the landfill.

Decontamination pads should be constructed to clean heavy equipment prior to it leaving contaminated areas for or through "clean" areas. These pads should be constructed in an area where the least possible contact with contamination will occur. This is to prevent the spread of contamination to areas not designated for soil removal.

Roads should be wetted down and/or cleaned free of any contaminated dirt after being used. This is to prevent the spread of contamination and the control of potential admissions.

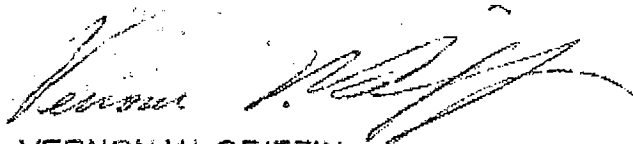


CENAB-EN-HI (200-1c)

SUBJECT: SUBJECT: Site Activity Observation, Lake Ontario Ordnance Work  
Asbestos Abatement, Lewiston and Porter, Niagara County, New York

Roll-off containers should be placed closer to the actual work area so that the equipment will not have to go through areas that are not designated for soil removal when disposing of transit panels and other contaminated debris.

If there are any questions concerning this Resume of Staff Visit, please contact the undersigned at (410) 962-3333.



VERNON W. GRIFFIN  
Environmental Health Technician





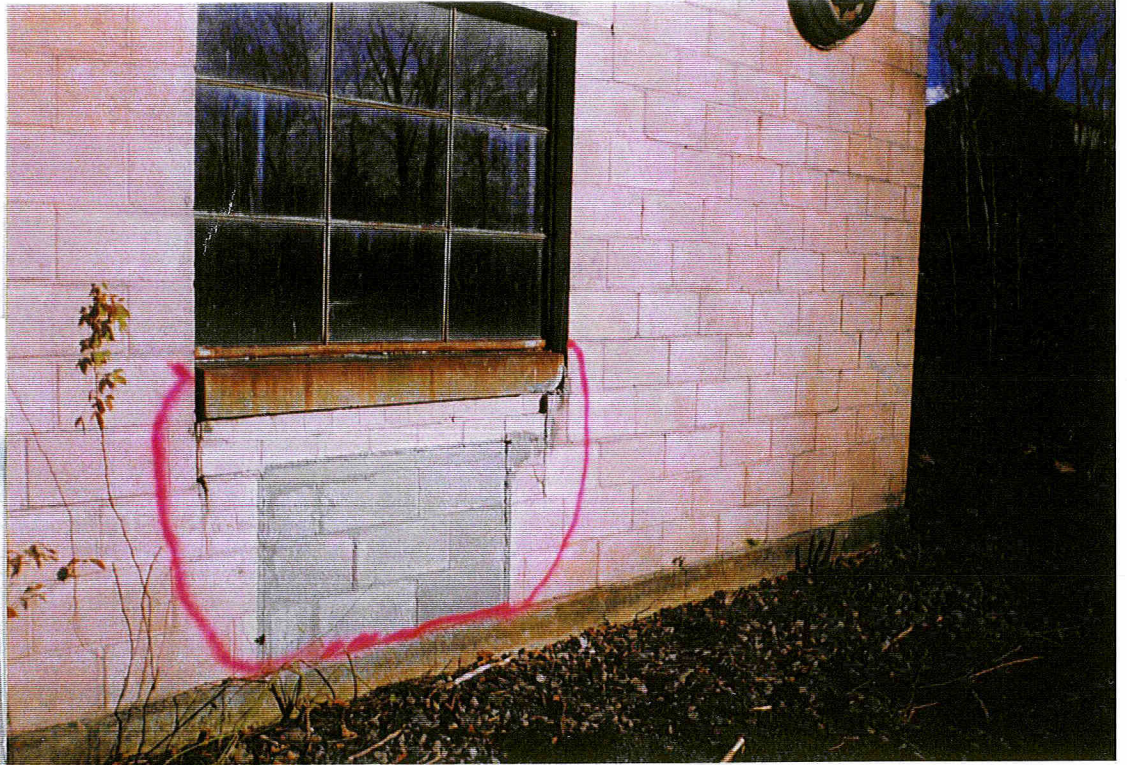


Exhibit 1











Exhibit 2







Exhibit 3







Exhibit 4







Exhibit 5







Exhibit 6







## Exhibit 7

Pallet before Destruction by Contractors



Pallets pushed  
into pile by  
Contractor

Steel Beams Being pulled out of Building in Area 6





## Exhibit 7

### Steel Beams & Parts Being Pushed into a Pile by Contractors Equipment



Another view of  
Material Bent &  
Destroyed



### Container From Scrap Metal Company Rented by Contractors









## Exhibit 8

West View of Road North of Office



View of Road Section East to West North of Office (roads with remaining pavement visible)

East to West  
Road South of  
Office North of  
Area C





## Exhibit 8

Road West Side of Area 6 running  
north to south fence line



Another view of Damaged Road

Damaged Road  
West of Area 6





## Exhibit 8

Damaged Road West  
& North of Area 6



Another view of Damaged  
Road with Truck

Entrance Road Area  
to Building 30A









## Exhibit 9

Flooding from  
Plugged Ditch at  
South Fence Line



View of Plugged Ditch  
South of Bldg. 30A; note  
Debris at East End

*On April 12, 2000, 17 dead  
frogs were found in this  
ditch.*

Flood Area looking  
North; arrows point  
to plugged ditch





## Exhibit 9

Culvert Pipe Pulled  
Out of Ground  
Area C



Crushed Culvert East Side  
of Area 18; note Debris at  
North End Culvert

Close up of Debris  
at North end of  
Culvert Area 18



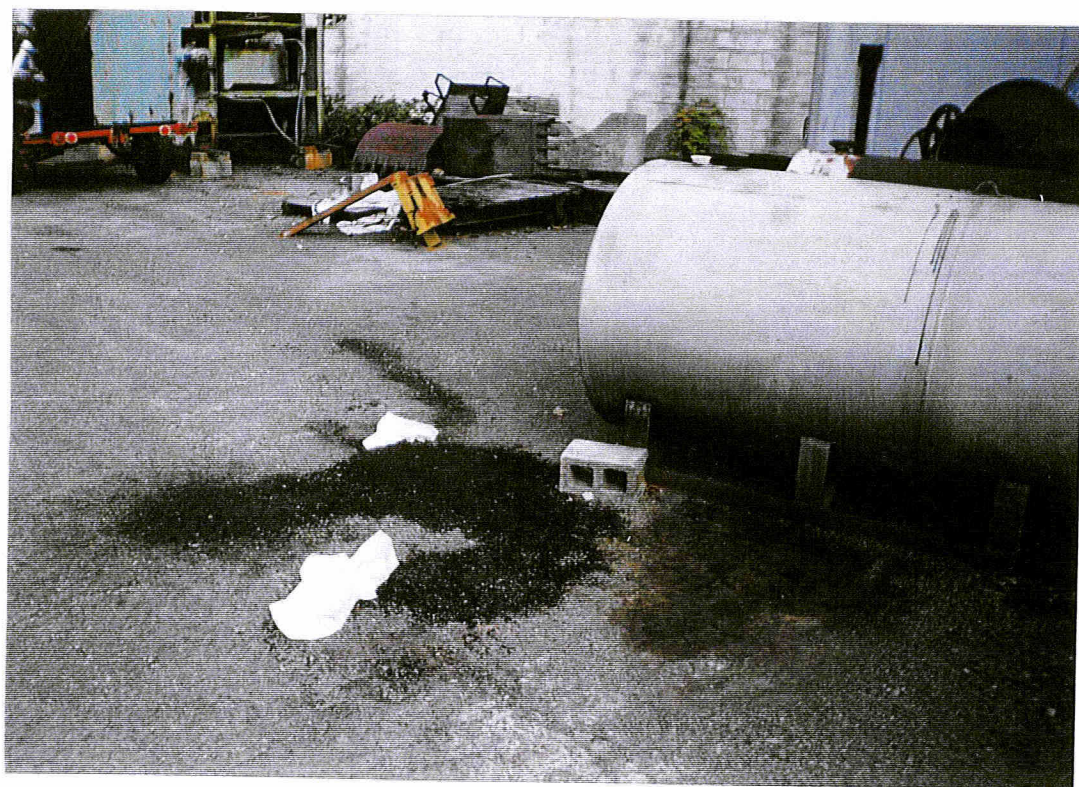






## Exhibit 10

Truck Being Loaded  
on Contaminated  
Ground Area 18



Shot of Fuel Oil Spill  
In Area West of Bldg. 41