

OH. 6-2

THE AEROSPACE CORPORATION

B2908

INTEROFFICE CORRESPONDENCE

TO: FILE

cc: E. Vierzba

7963-02.81.aw.07
DATE: 19 January 1981

SUBJECT: Status Investigation of Air Force Plant #36,
Evandale, Ohio

22771
FROM: A. Wallo
BLDG: ROOM:
EXT:

This letter is to indicate for the record that the following data relating to the status of the subject site was obtained from Mr. Holocher of GE, (513) 243-3868, on January 12, 1981. He indicated Air Force Plant #36 was part of the whole G.E. Evandale plant. It was located on the south end and made-up less than one quarter of the facility.

About 1/4 of plant #36 is still contaminated, primarily the areas known as buildings C and D. General Electric is attempting to purchase the other 3/4's of the facility for use by its Airforce Engine Group. They are presently using it for jet engine production. The contaminated portion of the plant is being maintained by G.E. under contract to the Air Force. He estimated it involved about 80 people.

Mr. Holocher said that a decontamination effort was initiated with funding from the Air Force; however, due to unexpected problems both technical and funding oriented as well as unclear standards the effort was terminated. He also stated that he believed another decontamination effort was being planned.

Mr. Holocher recommended that the Air Force be contacted for more information. He recommended Mr. Homer Watson, Wright Paterson Air Force Base, as a starting point.

AW/mb

File # 2.24.6

AIR FORCE PLANT 36, EVENDALE, OHIO

~ 1977

From 1961 through June 30, 1970, the AEC occupied Buildings C and D and certain other smaller auxiliary structures at AF Plant 36, Evendale, Ohio, under use permit from the Air Force. The use permit was allowed to expire under its own terms and custody of the facilities was returned to the Air Force as of June 30, 1970.

AEC operations involved source and special nuclear materials and residual contamination remains in about 20% of these buildings. A contamination survey report was prepared by GE prior to termination of its AEC contract but the report is not comprehensive enough to permit a very good estimate of decontamination costs. The report was transmitted from S. R. Sapirie to Martin Biles by memorandum entitled "Evendale Contamination," dated October 21, 1969. No decontamination has been undertaken by AEC. Present use of the facilities by the Air Force is under appropriate AEC license.

GE still in Evendale (12/10/80)

Status of plant 36 unknown

Need to follow up

2.24.6

JUN 11 1970

Lyall E. Johnson, Acting Director
Division of Materials Licensing

APPLICATION OF GENERAL ELECTRIC COMPANY FOR REGULATORY
LICENSES RE EVENDALE FACILITY

At a meeting on June 5, 1970, which you attended along with representatives from OS, RDT, OC, OGC, DC, OR, Air Force, NASA, and GE, the subject matter was discussed. Also discussed were the following related matters:

- a. That the existing AEC Contract No. AT(40-1)-2847 with GE was in process of termination (see DC TWX to OR, dated May 21, 1970).
- b. That the facility is owned by Air Force but is currently under a Use Permit to AEC.
- c. That AEC has advised Air Force that AEC has no further need for the facility and will relinquish its Use Permit (see AEC letter to Secretary of Air Force, dated May 28, 1970).
- d. That the facility is contaminated with radioactive materials and any future possessor or user (either Air Force or GE, etc.) must have an appropriate license or licenses.
- e. That Air Force has no need for the facility.
- f. That GE has proposed to enter into good-faith negotiations with the Government for the purchase of the facility and the equipment therein which equipment is also in part contaminated.
- g. That Air Force looks with favor on such an ultimate disposition of the facility and equipment; and Air Force would accept transfer to it of AEC-owned equipment and would propose to excess the entire facility (with equipment) as a package to GSA with a view toward sale on a negotiated basis to GE.

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- h. That pending resolution of such negotiations, Air Force would continue to permit GE to occupy and use the facility, etc., by adding same to the existing facility contract it has with GE at the same location.
- i. That NASA is interested in having the GE expertise remain intact and that GE continue to have the use of the facility in connection with NASA programs.
- j. That the responsibility for facility contamination and decontamination (if decontamination ever became necessary to meet an existing Federal need) is not clear since the facility was originally contaminated under a joint Air Force-AEC program prior to the AEC Use Permit use.
- k. That expenditure of large sums of Federal funds to decontaminate absent a known or anticipated Federal need would not be warranted; and that, although the Air Force Use Permit requires restoration, a serious question exists as to whether any decontamination by AEC would not constitute restoration and the expenditure of funds by AEC therefor be prohibited under decisions of the Comptroller General.
- l. That GE has submitted to Director of Regulation, AEC, its applications for some four licenses.

Within the framework of the above, you explained LGR policy of issuing licenses (assuming all other requirements met) only upon appropriate assurance that the licensee or some other responsible entity would assume the facility "cleanup" or decontamination function at the expiration or revocation of the license, etc. You pointed out that the purchase negotiations might fail, and the licensed activity be discontinued, etc., leaving no clearly identifiable entity responsible for safeguarding or cleaning up the contaminated facility. You also stated that under LGR policy GE would need to assume responsibility for ultimate "cleanup" of the facility. GE indicated that it had no present obligation to "cleanup" the facility and that it would not be agreeable to assuming this costly obligation as a non-owner under the temporary facilities contract arrangement which might be cancelled by Air Force or be of other short duration.

DC, OR, and Air Force representatives pointed out that should sales negotiations with GE fail and GE no longer be occupying the premises for the conduct of a licensed activity, the facility would still be a Government-owned facility and the responsibility for "cleanup" of the facility would then revert to the same status as now exists. It was agreed between Air Force and AEC that should sales negotiations, etc., break down or fail, Air Force and AEC would then negotiate in good faith to resolve the questions of joint or several responsibility for "cleanup" and/or health and safety surveillance or standby, or other ultimate use or disposition of the facility as might then be appropriate in terms of Air Force or other Government need for its use. In short, if GE or some other licensed owner or operator does not acquire the facility, the Air Force and AEC would then address themselves to the same questions and problems which exist today and would require prompt resolution were not GE proposing to negotiate with the Government for the purchase of the property.

The ability of GE to obtain the necessary licenses is of course a controlling factor in going forward with the above proposed arrangement. GE and Air Force must coordinate the receipt of any licenses issued to GE and the Air Force issuance of its facility contract amendment. We are hopeful of having the existing AEC contract closed out by June 30, 1970, and the property back in Air Force and/or GE possession. You indicated the above AEC-Air Force understanding, should GE purchase negotiations fail, would satisfy the Materials Licensing policy requirement. If you still concur, please see that the license approval is expedited and advise me in order that I can notify the Air Force. Should you have any further questions, I would appreciate being advised as quickly as possible.

- bcc:
- AGNO
- SAAGMO
- OGC-3 (Hiestand, Roberts, Engelhardt)
- CONS
- RDT
- OAGMR
- OC
- OS
- OR-2 (McCauley & McCasland)
- Mgr., CA

APPROVED FOR SIGNATURE

Robert A. Kohler
Deputy Director
Division of Contracts

Joseph E. Joers, Asst. Dep. for Sys. & Prod, Dept. of AF, Wash.D.C. 20530

OFFICE	DC:DD	DC:RTR	OGC		
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X5175 DATE	6/11/70	6/11/70	6/12/70		