



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D. C. 20555

JUL 22 1988

George L. Cass
Buchanan Ingersoll
58th Floor, 600 Grant Street
Pittsburgh, PA 15219

Re: Materials license SUB-1357
Docket Number 40-8724

Dear Mr. Cass:

This refers to your letter dated June 23, 1988, in which you reply to a June 13, 1988, Demand For Information issued by the U.S. Nuclear Regulatory Commission (NRC) to Chemetron Corporation (licensee or Chemetron), which is the holder of record of NRC Materials License No. SUB-1357 (the license). The license requires Chemetron to decontaminate a site at 2910 Harvard Avenue, Newburgh Heights, Ohio, and to submit plans to decontaminate a site between 28th and 29th streets at Bert Avenue, Newburgh Heights, Ohio, by October 1, 1988.

In your letter, you state that the Demand For Information is, in effect, a demand for the licensee to expend assets of its bankruptcy estate for the purpose of paying an alleged claim held by the NRC. You then state that the automatic stay provision of 11 U.S.C. § 362 (1982) relieves you of your obligation to provide the information requested in the Demand. I emphasize that Chemetron, as an NRC licensee, continues to be subject to the requirements of the Atomic Energy Act of 1954, as amended, and all other applicable NRC health and safety regulatory requirements. The automatic stay provision explicitly states that it does not apply to a governmental unit's action to enforce its police or regulatory power. 11 U.S.C. § 362(b)(4). The Demand For Information does not request the expenditure of assets to pay any alleged claim. Rather, the Demand For Information requires the licensee to submit to the NRC information pertaining to the status of its plans, if any, to decontaminate the sites for which Chemetron bears responsibility according to its license. The Demand's requirement to submit information rests on § 182 of the Atomic Energy Act of 1954, as amended, 42 U.S.C. § 2232 (1982). Because the NRC requires this information to discharge its statutory duty to protect public health and safety, any expenditure of the bankrupt's assets to reply to the Demand For Information is in satisfaction of its health and safety obligations as an NRC licensee and not as payment toward any alleged claim of the NRC. See Midlantic National Bank v. New Jersey Department of Environmental Protection, 474 U.S. 494 (1986); Penn Terra Ltd. v. Department of Environmental Resources, 733 F.2d 267 (3d Cir. 1984). In any event, the licensee's failure to provide written, sworn answers to the questions posed in the Demand For Information would

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constitute a willfull violation of an NRC requirement which could result in escalated enforcement action against Chemetron. In view of the above, the NRC urges Chemetron to reply to the Demand For Information. If you wish a limited extension of time to reply, you may request one by writing to the Director, Office of Nuclear Material Safety and Safeguards, U.S. Nuclear Regulatory Commission, Washington, D.C. 20555.

In your letter of June 23, 1988, you also state that the current holder of License No. SUB-1357 is Chemetron Investments, Inc., and not Chemetron Corporation as stated in the license. NRC regulations prohibit licensees from alienating their licenses without first obtaining NRC approval for the transfer or assignment. See 10 C.F.R. §§ 40.41(b), 40.46 (1988). NRC regulations do, however, provide simple means for changing a licensee's name. Should the licensee wish to change its name of record, it should file an application for amendment pursuant to 10 C.F.R. § 40.44 (1988). For your convenience, please find enclosed the licensee's request for license renewal dated July 30, 1987, and the revised license the NRC issued in response to this request, which are the most recent licensing documents related to License No. SUB-1357.

Sincerely,

Robert M. Weisman
Counsel for the NRC Staff
Office of the General Counsel

Enclosure: As stated

DISTRIBUTION:

AGCE Subj PDR
AGCE dr VLTharpe
Counsel Info
Counsel Chron
Counsel
Counsel Info
Counsel
CKagan
LRouse
RCunningham
JLieberman
Docket No. 40-8724
bcc: D.Street, DOJ

OFC	OGC <i>Rouse</i>	OGC <i>Goldberg</i>	OE	NMSS <i>Rouse</i>	NMSS <i>Cunningham</i>
NAME	RMWeisman:asi	JGoldberg	JLieberman	LRouse	RCunningham
DATE	07/21/88	07/22/88	07/22/88	07/22/88	07/22/88

9/16/86

ALLEGHENY INTERNATIONAL, INC., F/K/A ALLEGHENY INTERNATIONAL REALTY DEVELOPMENT CORPORATION AND ALLEGHENY INTERNATIONAL ACCEPTANCE CORPORATION; SUNBEAM CORPORATION D/B/A BIDDEFORD TEXTILE COMPANY, HANSON SCALE COMPANY, NORTHERN ELECTRIC COMPANY, OSTER, SPRINGFIELD INSTRUMENT COMPANY, SUNBEAM APPLIANCE COMPANY, SUNBEAM APPLIANCE SERVICE COMPANY, SUNBEAM LEISURE PRODUCTS COMPANY AND F/D/B/A AMCARB COMPANY, AIRCAP MANUFACTURERS COMPANY, CARMET COMPANY, NEOSHO PRODUCTS, PHIL RICH FAN, SUNBEAM CLOCK COMPANY, SUNBEAM OUTDOOR COMPANY; SUNBEAM HOLDINGS, INC.; ALMET/LAWNITE, INC. F/K/A ALMET, INC. AND LAWNITE INC., D/B/A SUN TERRACE CASUAL FURNITURE, GAY PRODUCTS; AND CHEMETRON CORPORATION F/K/A ALCHEM, INC.

Chapter 11 Proceedings

Debtors

MCGEAN-ROHCO, INC.
% ROBERT ZELLNER, SR. V.P.
1250 TERMINAL TOWER
CLEVELAND OH 44113

2. The last date to file and serve written objections to the Disclosure Statement pursuant to Rule 3017(a) is fixed as October 14, 1988. Any written objections shall be filed with the Clerk of this Court.

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and counsel for the Official Committees whose names and addresses are set forth below by Federal Express or other overnight delivery service.

3. Allegheny International, Inc. has transmitted a copy of the Disclosure Statement and Plan to counsel for each of the Committees listed below and to the Securities and Exchange Commission. Any party in interest may obtain a copy by sending a written request accompanied by a check in the amount of \$30 payable to Allegheny International, Inc., P.O. Box 639, Pittsburgh, PA 15230-0639.

Dated: September 16, 1988
Pittsburgh, PA

/s/ Joseph L. Cosetti
The Honorable Joseph L. Cosetti
United States Bankruptcy Judge
Room 1603 - Federal Building
1000 Liberty Avenue
Pittsburgh, PA 15222

BUCHANAN INGERSOLL PROFESSIONAL
CORPORATION
Counsel for the Debtors and
Debtors-In-Possession
58th Floor - 600 Grant Street
Pittsburgh, PA 15219
Attn: M. Bruce McCullough, Esq.

LAMPL, SABLE & MAKOROFF
Counsel for the Committee
of Unsecured Creditors of
Allegheny International, Inc.
710 Fifth Avenue
Pittsburgh, PA 15219
Attn: Robert G. Sable, Esq.

CAMPBELL & LEVINE
Counsel for the Committee of
Unsecured Creditors of Sunbeam
Corporation, Chemetron Corpora-
tion, Sunbeam Holdings, Inc.
and Almet/Lawnlite, Inc.
Suite 3100, Grant Building
Pittsburgh, PA 15219
Attn: Douglas A. Campbell, Esq.

REAVIS & MCGRATH
Counsel for the Committee
of Equity Security Holders
345 Park Avenue
New York, NY 10169
Attn: Gary Blum, Esq.

McGEEAN-ROHCO, INC.
J. A. LUCAS

SEP 26 1988

RECEIVED

GEORGE L. CASS
562-6914

Buchanan Ingersoll
PROFESSIONAL CORPORATION
ATTORNEYS

SIXTH FLOOR • 600 GRANT STREET
PITTSBURGH, PA 15219
412-562-6800
TELEX 999514 (BIPC PQH)
TELECOPIER 412-562-1041

March 3, 1989

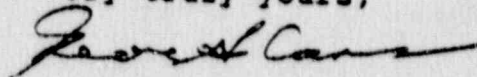
Clerk
United States Bankruptcy Court
for the Western District of
Pennsylvania
Room 1602 Federal Building
1000 Liberty Avenue
Pittsburgh, PA 15222

Re: In Re: Allegheny International, Inc., et al.
Case No. 88-00448

Dear Sir:

Enclosed for filing are the original and three copies of Emergency Motion of Chemetron Investments, Inc. for Leave to Expend Funds to Comply With Obligations Under Atomic Energy Act (42 U.S.C. §§ 2011, et seq.), Proposed Order and Order Setting Date Certain for Response and Hearing on Motion in the above captioned matter.

Very truly yours,



George L. Cass

GLC:jet

Enclosure

cc: Service List No. 3D (w/enc.)

E/19

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

ALLEGHENY INTERNATIONAL,
INC., SUNBEAM CORPORATION,
SUNBEAM HOLDINGS, INC.,
ALMET/LAWNITE, INC., and
CHEMETRON, CORPORATION,
et al.,

Debtors,

Jointly Administered at
Case Number 88-00448

Chapter 11

Motion Number 59-15741

ORDER SETTING DATE CERTAIN
FOR RESPONSE AND HEARING ON MOTION

AND NOW, this 3rd day of March, 1989, a Motion
Emergency Motion of Chemetron Investments, Inc. for Leave
to Expend Funds to Comply with Obligations under
Atomic Energy Act (42 U.S.C. §§ 2011, et seq.), having
been filed in the above-captioned proceeding,

IT IS HEREBY ORDERED THAT:

1. Counsel for the moving party shall IMMEDIATELY SERVE
copies of this Order and the Motion upon all parties from whom
relief is sought and their counsel, and the appropriate Service
List. The Motion and Order shall be served in the manner
provided in Bankruptcy Rule 7004. Counsel for the moving party
shall file the certificate of service.

2. Any response including a consent to the Motion shall
be filed with the Clerk of the Bankruptcy Court and served on
the moving parties and their counsel not later than March 7,
1989.

3. Said Motion is ~~rescheduled~~ for hearing in Room 1603 of
the William S. Moorehead Federal Building, 1000 Liberty
Avenue, Pittsburgh, PA on March 9, 1989, at 10:00 A. .M.,
at which time the Court will dispose of the Motion.

Joseph L. Cosetti

Joseph L. Cosetti
Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:)	Jointly Administered at
ALLEGHENY INTERNATIONAL, INC.)	Case No. 88-00448
ET AL.)	Chapter 11
)	Motion No. 89- <u>1574M</u>
Debtors.)	

EMERGENCY MOTION OF CHEMETRON INVESTMENTS,
INC. FOR LEAVE TO EXPEND FUNDS TO COMPLY
WITH OBLIGATIONS UNDER ATOMIC ENERGY ACT
(42 U.S.C. §§ 2011, ET SEQ)

Chemetron Investments, Inc. ("Chemetron") moves the Court to enter an Order in the form attached granting it leave to expend fund to decontaminate several sites located in Newburgh Heights, Ohio on the following grounds:

1. Chemetron is licensee in the US Nuclear Regulatory Commission Materials License dated October 1, 1987, annexed hereto as Exhibit A.
2. On May 9, 1984 the United States District Court for the Western District of Pennsylvania issued a Consent Decree, annexed hereto as Exhibit B at Civil Action No. 81-044, captioned Chemetron Corporation , Plaintiff v. McGean, Inc., Defendant.
3. The cost of completing the decontamination of the Harvard Avenue site in accordance with the License and the Consent Decree is estimated at between \$400,000 and \$500,000.
4. The Nuclear Regulatory Commission ("NRC") has filed a proof of claim relating to the site, as has McGean.

5. The NRC has stated that it will levy civil penalties in the event work to complete the decontamination of the Harvard Avenue site is not commenced on or before March 14, 1989.

6. Chemetron believes it to be in the best interests of its estate and all parties in interest to comply with the NRC's demands and avoid costly litigation with respect to the scope of the automatic stay and the bankruptcy discharge.

Respectfully Submitted,

Dated: 3-3-89


George L. Cass

BUCHANAN INGERSOLL, P.C.
600 Grant Street
58th Floor
Pittsburgh, PA 15219
(412) 562-8914

Attorneys for Allegheny
International, Inc., et al.

100-103541

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UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

CHEMETRON CORPORATION,
Plaintiff

vs.

McGEAN CHEMICAL COMPANY, INC.,
Defendant

CIVIL ACTION NO. 81-044

CONSENT DECREE

WHEREAS, Chemetron Corporation ("Chemetron") and McGean-Rohco, Inc. ("McGean") are desirous of settling the above-captioned action and fully and finally resolving disputes which have arisen in connection with decontamination of the McGean facility located at 2910 Harvard Avenue, Newburgh Heights, Ohio and the related dump site (hereinafter collectively "the facility");

NOW THEREFORE, without the trial of any issues of fact or law and without the admission of any liability by either party, Chemetron and McGean stipulate and agree that this Court shall, and does hereby, order as follows:

Exhibit B

1. Chemetron shall, through or with the assistance of a third party contractor, decontaminate the aforesaid dump site and that portion of the facility shaded and outlined in red on the site plan attached hereto as Exhibit A, and any other areas to which radioactivity resulting from Chemetron licensed material has spread therefrom (hereinafter collectively "the contaminated property"), for the purpose of securing from the Nuclear Regulatory Commission ("NRC") complete release of the contaminated property for unrestricted use. McGean will not be a party to Chemetron's agreement with such contractor.

2. As part of the decontamination project, Building 21 shall be demolished and the debris from such demolition removed from the facility or comminuted and buried or dispersed in accordance with Chemetron's Decontamination Plan which has been submitted to the NRC. Chemetron has engaged a third party contractor to perform the demolition work pursuant to the agreement attached hereto as Exhibit B. McGean will pay to Chemetron for demolition work, as and when due under Exhibit B, up to and including \$50,000.00, to be paid in cash or its equivalent. Chemetron will bear any costs of such work in excess of \$50,000.00.

3. McGean will cooperate in all reasonable ways necessary for the progress and completion of the decontamination project. McGean understands and agrees that decontamination will be conducted pursuant to NRC Option 1 and

shall grant to Chemetron, its contractors and any subcontractors all access to and use of the facility reasonably necessary to complete the project under such Option, whether for removal of material, movement of material from the dump site to the plant site, disposal or burial of contaminant and debris or otherwise.

4. Any burial and/or dispersion of contaminant and debris shall be confined to the contaminated property and, to the extent possible, shall be confined to the area in which Building 21 currently stands. When completed, such burial and/or dispersion shall not in any way have diminished McGean's present ability, if any, to make use of the railroad tracks running to the west of Building 21, unless such tracks or the railroad bed itself require decontamination. The area in which Building 21 currently stands and any other area in which burial and/or dispersion are conducted shall be cleared of surface debris, leveled and rough-graded by Chemetron or its contractors or subcontractors.

5. Chemetron, its contractors and any subcontractors shall keep McGean fully advised regarding the scheduling of all work to be performed, cooperate with McGean in all reasonable ways to coordinate McGean's use of Building 21 with completion of the decontamination project, permit McGean to remove such personal property as it may desire from said Building, and not unduly interfere with McGean's normal business operations. Chemetron shall also give McGean notice as to the date on which

demolition of Building 21 is to commence not less than seven (7) days prior to such commencement. Once decontamination work hereunder has commenced, the decontamination contractor shall be allowed to control access to and from the contaminated property.

6. The decontamination project shall be completed and the aforesaid NRC release for unrestricted use shall be secured as soon as practical, considering weather restrictions and other matters beyond the control of Chemetron, its contractors and any subcontractors.

7. Within five business days after the date on which McGean is notified by the NRC that the contaminated property has been completely released for unrestricted use, McGean shall have the option either to:

(a) Pay immediately to Chemetron \$50,000.00 in cash or its equivalent; or

(b) Pay immediately to Chemetron \$30,000.00 in cash or its equivalent and thereafter make sixty consecutive payments of \$833.33 to Chemetron, the first such payment to be due and payable thirty-five days after the date of the aforesaid notice and each subsequent payment to be due and payable thirty days after the due date of the prior payment. As security for performance of the obligation to make such deferred payments, McGean shall deliver to Chemetron with the first of such payments an unconditional and

irrevocable letter of credit covering the remaining payments, in form and substance acceptable to Chemetron, issued by a banking institution acceptable to Chemetron.

Except as expressly provided in this paragraph, in paragraph 2 hereof and in connection with those agreements of McGean set forth in Exhibit C hereto, McGean shall not be required to bear any costs or expenses in connection with decontamination of the contaminated property or securing the aforesaid NRC release for unrestricted use.

8. McGean shall defend, indemnify and hold harmless Chemetron, its officers, directors, employees and affiliated and successor companies (the "Chemetron Parties") from and against any and all losses, damages, and out of pocket costs and expenses suffered or incurred subsequent to the date of this Consent Decree by the Chemetron Parties or any of them by reason of or in connection with any claim by NL against Chemetron and/or McGean for unpaid amounts billed to McGean by NL prior to the date of this Consent Decree for decontamination work performed at the facility. The Chemetron Parties will cooperate with counsel chosen by McGean to undertake McGean's defense of the aforesaid claim of NL.

9. Chemetron shall defend, indemnify and hold harmless McGean, its officers, directors, employees and affiliated and successor companies (the "McGean Parties") from and against any and all losses, damages, and out of pocket

costs and expenses suffered or incurred subsequent to the date of this Consent Decree by the McGean Parties or any of them by reason of or in connection with any claim by NL against McGean and/or Chemetron for unpaid amounts billed to Chemetron by NL prior to the date of this Consent Decree for decontamination work performed at the facility. The McGean Parties will cooperate with counsel chosen by Chemetron to undertake Chemetron's defense of the aforesaid claim of NL.

10. Effective with and upon the entry of this Consent Decree, McGean shall be conclusively deemed to have released and discharged Chemetron and its affiliates and their directors, officers, employees, agents, successors and assigns from all claims, counterclaims and causes of action which McGean has or may or can hereafter have for, on account of, or in any way arising out of or relating to the contamination or decontamination of the contaminated property or the subject matter of any claims, counterclaims or causes of action which were or could have been asserted by McGean in the above-captioned action. Such release and discharge, however, shall not encompass any claim arising out of a breach of or failure to perform properly any obligation created or imposed by this Consent Decree.

11. Effective with and upon the entry of this Consent Decree, Chemetron shall be conclusively deemed to have released and discharged McGean and its affiliates and their directors, officers, employees, agents, successors and assigns from all

claims, counterclaims and causes of action which Chemetron has or may or can hereafter have for, on account of, or in any way arising out of or relating to the contamination or decontamination of the contaminated property or the subject matter of any claims, counterclaims or causes of action which were or could have been asserted by Chemetron in the above-captioned action. Such release and discharge, however, shall not encompass any claim arising out of a breach of or failure to perform properly any obligation created or imposed by this Consent Decree.

12. This Court will retain jurisdiction over the above-captioned action in order to ensure that the decontamination project proceeds in a timely fashion and the parties fulfill their obligations hereunder. Chemetron shall supply to both the Court and McGean a copy of the Decontamination Plan furnished to the NRC, and shall keep the Court advised as to the progress of the decontamination project by submitting a written report to the Court, with a copy to McGean, each thirty days after the date hereof. The Court, upon motion or on its own, may take any action against either party hereto or grant such other relief as it deems appropriate in order to ensure compliance with the letter and spirit of this Consent Decree.

13. Notwithstanding the aforesaid retention of jurisdiction, all claims and counterclaims which have heretofore been asserted in the above-captioned action are hereby dismissed of record with prejudice, with each party to bear its own costs and attorneys' fees.

14. This Consent Decree shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto and the rights and obligations of the parties hereto shall not be assigned without the prior written consent of the other party.

15. This Consent Decree has been carefully read and understood by the parties and is executed solely with reference to the terms set forth above, without any other agreement between the parties.

SO ORDERED.

Carol Los Mansmann
United States District Judge

Dated: May 9, 1984

APPROVED AND AGREED:

Bruce A. Americus
Bruce A. Americus
Buchanan Ingersoll
57th Floor
600 Grant Street
Pittsburgh, PA 15219
(412) 562-8800

Attorneys for Chemetron Corporation

Albert J. Knapp
Albert J. Knapp
Michael J. Mahoney
Baker & Hostetler
3200 National City Center
Cleveland, OH 44114
(216) 621-0200

Attorneys for McGean-Rohco, Inc.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:)	Jointly Administered at
)	Case No. 88-00448
ALLEGHENY INTERNATIONAL, INC.)	Chapter 11
ET AL.)	Motion No. 89-_____
)	
Debtors.)	

ORDER OF COURT

At Pittsburgh in the said District on this ____ day of March 1989, it is hereby ORDERED that Chemetron Investment, Inc. is authorized to expend its funds in decontaminating the sites referred to in the Nuclear Regulatory Commission Materials License attached to the Motion as Exhibit A.

UNITED STATES BANKRUPTCY JUDGE

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of the foregoing Emergency Motion of Chemetron Investments, Inc. for Leave to Expend Funds to Comply with Obligations Under Atomic Energy Act (42 U.S.C. §§ 2011, et seq.), proposed Order and Order Setting Date Certain for Response and Hearing on Motion were furnished to the persons listed on Service List No. 3D by U.S. first-class mail, postage prepaid on March 3, 1989:

Stephen I. Goldring
Assistant U.S. Trustee
Western District of Pennsylvania
Room 319, Federal Building
1000 Liberty Avenue
Pittsburgh, PA 15222

Robert G. Sable, Esquire
Lampl, Sable, Makoroff & Libenson
710 Fifth Avenue, Suite 3000
Pittsburgh, PA 15219

David A. Murdoch, Esquire
Kirkpatrick & Lockhart
1500 Oliver Building
Pittsburgh, PA 15222

Douglas A. Campbell, Esquire
Campbell & Levine
Suite 3100, Grant Building
Pittsburgh, PA 15219

John Elwood
Director of Reorganization
Allegheny International, Inc.
Two Oliver Plaza, 18th Floor
Pittsburgh, PA 15222

Richard S. Toder, Esquire
Oalkin, Rodin & Goodman
750 Third Avenue
New York, NY 10017

Denis F. Cronin, Esquire
Wachtell, Lipton, Rosen
& Katz
299 Park Avenue
New York, NY 10017

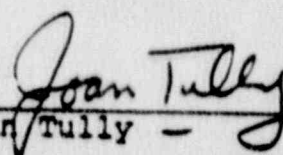
Security Exchange Commission
26 Federal Plaza
New York, NY 10278

Gary L. Blum, Esquire
Reavis & McGrath
345 Park Avenue
New York, NY 10154

Joel Walker, Esquire
Pollard, Walker & Vollmer
1320 Grant Building
Pittsburgh, PA 15219

Richard A. Gitlin, Esquire
Hebb & Gitlin, P.C.
One State Street
Hartford, CT 06103

Marjorie A. Chertok, Esquire
Reavis & McGrath
345 Park Avenue
New York, NY 10154


Joan Tully

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In Re: ALLEGHENY
INTERNATIONAL, INC.) Bankruptcy No. 88000448
Debtor) Adversary No.
) or
Plaintiff,) Motion No.
)
v.)
)
Defendant)

CERTIFICATE OF NECESSITY OF REQUEST FOR EMERGENCY HEARING

I HEREBY CERTIFY, as a member of the Bar of this Court, that I have carefully examined the matter under consideration and to the best of my knowledge, information and belief formed after reasonable inquiry, all allegations are well grounded in fact and all contentions are warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law can be made, that the matter under consideration is not interposed for any improper purpose, such as to harass, or to increase the cost of litigation, and there is just cause to request a consideration of the matter on an emergency basis. I am aware of Federal Rule Civ. Pro. 11 and Bankruptcy Rule 9011 and of the consequences which may result from violations thereof.

I CERTIFY FURTHER that the reason why this matter is an emergency is as follows:

Threat of Civil Penalties by
Administrative Agency of United States of America

I CERTIFY FURTHER that if an emergency hearing is not granted, my client may be damaged as follows:

Imposition of Civil Penalties.

I CERTIFY FURTHER that the necessity of this emergency hearing has not been caused by any lack of due diligence on my part, but has been brought about only by circumstances beyond my control or that of my client.

I CERTIFY FURTHER that the amount of time needed to present information sufficient under applicable law to enable this court to enter an interim order pending a final hearing is
5 min.


Signature

George L. Cass

Typed Name

600 Grant Street

Address

Pittsburgh, PA 15219

(412) 562-1914

Telephone Number

MATERIALS LICENSE

Pursuant to the Atomic Energy Act of 1954, as amended, the Energy Reorganization Act of 1974 (Public Law 93-438) and the Code of Federal Regulations, Chapter I, Parts 30, 31, 32, 33, 34, 35, 40 and 70, and in reliance on statements and representations heretofore made by the licensee, a license is hereby issued authorizing the licensee to receive, acquire, possess, and transfer byproduct, source, and special nuclear material designated below, to use such material for the purpose(s) and at the place(s) designated below. The license shall be deemed to contain the conditions specified in Section 183 of the Atomic Energy Act of 1954, as amended, and subject to all applicable rules, regulations and orders of the Nuclear Regulatory Commission now or hereafter in effect and to all conditions specified below.

Licensee		3. License number	SUB-1357, revised in its entirety
1. Chemetron Corporation		4. Expiration date	October 31, 1989
2. Two Oliver Plaza P. O. Box 456 Pittsburgh, PA 15230		5. Docket or Reference No.	40-8724
6. Byproduct, source, and/or special nuclear material	7. Chemical and/or physical form	8. Maximum amount that licensee may possess at any one time under this license	
Depleted uranium	Uranium oxide	2,000 kg	

9. Authorized Use: For possession only in accordance with the statements, representations, and conditions specified in the applications dated June 28 and November 18, 1983, and July 30, 1987; and supplements dated March 9, 13, and June 28, 1984, for the purpose of decontaminating the facilities and grounds so that they can be released for unrestricted use.
10. Authorized Place of Use: The McGean-Rohco facilities located at 2910 Harvard Avenue, Newburgh Heights, Ohio, and the McGean-Rohco property located between 28th and 29th Streets at Bert Avenue, Newburgh Heights, Ohio.
11. Release of equipment and material for unrestricted use from the facility to offsite areas or from contaminated to clean areas onsite shall be in accordance with the enclosed Annex, "Guidelines for Decontamination of Facilities and Equipment Prior to Release for Unrestricted Use or Termination of Licenses for Byproduct, Source, or Special Nuclear Material," dated August 1987.
12. Within 1 year of the issuance of this license, the licensee shall:
- Decontaminate the facilities and grounds of the Harvard Avenue facility and perform and submit the results of a survey and an evaluation as a basis for a request for unrestricted release for the Harvard Avenue site.

8710074033 (2P)
Exhibit A

MATERIALS LICENSE
SUPPLEMENTARY SHEET

License number

SUB-1357

Docket or Reference number

40-8724

- b. Submit to NRC plans to decontaminate and decommission the property located between 28th and 29th Streets at Bert Avenue.

Enclosure: Annex

FOR THE NUCLEAR REGULATORY COMMISSION

Date: OCT 01 1987

By: *Richard C. Rouse*

Division of Industrial and
Medical Nuclear Safety
Washington, DC 20555