

Quality of Life Compliance Plan

My Comments Follow

Page 12:

“PCB monitoring will initially be performed in the vicinity of potential sources of PCB emissions for two sequential 24-hour periods (i.e., two back-to-back daily events) at the start of each new type of construction activity in each construction season to confirm that representative airborne concentrations for PCBs do not exceed the designated standards.”

Comments:

Airborne PCBs are a direct threat to thousands of residents and visitors each year. Two days of monitoring per year seems woefully inadequate to protect public health.

- The word “initially” is used in the first sentence. Does this suggest subsequent and ongoing monitoring of airborne PCBs will be mandated throughout each construction season? If so, what is the schedule?
- What is the definition of “each new type of construction activity”? This definition should be specified with detailed granularity.
- Such a short window will likely be weather-dependent, and the actual daily activity will likely impact the concentration of airborne PCBs.
- I respectfully suggest much more robust monitoring, and a plan to immediately address airborne PCBs and stop work if necessary to protect public health.
- I also request that a more detailed plan with respect to airborne health and safety risks be developed and distributed. It should include the safety and public health risks.
- The QoL Compliance Plan only requires notification by GE to EPA. It does not mandate notification to local Boards of Health, Town Managers, or Select Boards.
- Finally, I’d like to understand if GE will monitor the long-term health impacts. For example, EPA should require GE to monitor health outcomes over the entire duration of the project, such as cancer rates. We want to understand if the prevalence in the resident population is greater than general-population norms.

Pages 14 and subsequent: multiple sections

“GE may consider the following...”

Comments:

This is frankly a ridiculous promise with regard to particulate matter, airborne PCBs, noise complaints, and odor complaints. The word “may” is a choice, not a condition mandated by EPA. As an example, just now I just now may consider untying my shoes. I did not untie my shoes.

It is used as a qualifier before each and every laundry list of potential actions that could be taken to address the problem. The response to any situation where a maximum level is exceeded should be mandated.

If this is to be an actual Compliance Plan, and not just a promise to “consider,” EPA must mandate in the plan the actual steps to be taken based on likely scenarios that might occur. EPA has conducted hundreds of similar clean-ups before. EPA knows what can go wrong. List the likely points of concern and/or potential failures, and mandate what the responses should be. A promise to consider a response is totally inadequate.

Page 25: Improvements to land owned by governments, nonprofits, or private landowners and subsequent:

“Such discussions and any resulting agreements on recreational enhancements will need to occur at least six months prior to the scheduled completion of work in the associated portion of the remediation area to allow time for development of decommissioning plans by GE’s contractors in coordination with the local government’s or governmental landowner’s design and implementation schedule....”

Comments:

- What is the definition of the “associated portion of the remediation area”? Will this be based on major deadlines, such as completion of the work associated with each reach? Will there be deadlines associated with each property within a reach separately?
- How will GE notify affected parties of the deadlines in question? Do local governments and private parties need to monitor the work schedule, or will there be a process in place to give affected parties a reasonable amount of time to develop a proposal?
- Is there a mandated budget in the overall ROR agreement to go toward these improvements? How will proposals be evaluated, assuming there is a finite amount of grant money available?
- If there is a pre-defined budget how will GE ensure there is a fair distribution schedule for properties remediated on differing schedules?

Pages 27 and subsequent:

“Where such road reconditioning or upgrades include widening or expansion, this evaluation will consider the habitat/ecological impacts of the reconditioning or upgrades.”

Comments:

- How much wider will these rural roads need to be made to accommodate the clean-up?
- Will GE be mandated to seek approval from local Conservation Commissions and the Massachusetts Dept. of Environmental Protection to ensure that local and state wetlands protection laws are followed?
- Once again, the term “consider”. Does this imply that GE may consider, but not actually address, habitat/ecological impacts?

I would like to point out that the Route 7 area of Stockbridge and Lee contain Kampoosa Bog and Agawam Lake, the only two calcareous basin fens in the Commonwealth of Massachusetts. These are home to globally-rare species and in the case of Kampoosa, is a state-designated Area of Critical Environment Concern. GE must be mandated to do more than “consider” its environmental impacts on these critical and exceedingly rare habitats.

Pages 29 and 30: Damage to local infrastructure

“If the stress or damage is attributed to the ROR Remedial Action, GE will discuss with EPA and the affected local municipality, as appropriate, the appropriate steps for maintenance or repair. It is anticipated that, if the stress or damage is attributed to the ROR Remedial Action but is not considered a safety hazard for the public or remedial construction workers, the maintenance/repair will be postponed until after construction is complete. If appropriate, GE will discuss with EPA and the affected local municipality whether pavement preservation tactics should be utilized to extend the life of the pavement through completion of construction.”

Comments:

- Local highway departments are in a far better position than GE to ascertain whether the roads have been impacted. There should be mandated, regularly-scheduled meetings between GE and local governments to review damage to infrastructure.

- The plan once again uses hedging words, mandating only “discussion” and “appropriate steps”. How will the interests of local municipalities be protected. To put this in perspective, three of the five towns were only paid \$1.5 million each. Any impacts on our roads and bridges that are not repaired could easily impact these towns’ budgets by an order of magnitude above said compensation.
- GE’s decision to appeal the 2016 agreement suggests to me that the company’s top priority is to keep the costs of the remediation as low as possible. This plan does not provide enough protections or mandated repairs to protect these towns’ interests.

Respectfully submitted,

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