



HOUSATONIC REST OF RIVER MUNICIPAL COMMITTEE

August 28, 2020

Dean Tagliaferro, EPA Project Manager
GE-Pittsfield/Housatonic River Site
Boston, MA
Submitted via email to R1Housatonic@epa.gov

Re: Comments on the *Rest of River Statement of Work, June 2020*

Dear Mr. Tagliaferro:

The Housatonic Rest of River Municipal Committee hereby submits the following comments on the *Rest of River Statement of Work, June 2020*. The Committee has reviewed the document with the understanding that the document was prepared and submitted prior to EPA's release of the draft permit modification.

Because the Statement of Work (SOW) was issued prior to the end of the public comment period for the Rest of River Draft Permit Modification/Proposed Remedial Action (Permit), the performance standards identified in the SOW may require revision once the Permit is finalized. The Rest of River Municipal Committee reserves its rights to make additional comments should changes to the Permit necessitate changes to the SOW. Further, the SOW does not include the specific details on how the remedy will be implemented. The Rest of River Municipal Committee reserves its rights to comment on each of the specific plans identified in the SOW.

The Housatonic Rest of River Municipal Committee comments on the SOW are attached herewith as Attachment A.

Sincerely,

The Housatonic Rest of River Municipal Committee

ATTACHMENT A
HOUSATONIC REST OF RIVER MUNICIPAL COMMITTEE
Comments on GE's Statement of Work, June 2020
GE/Housatonic River - Rest of River

1. Section 2.2.1 (p. 9) - This section states "In addition, Section II.C of the Settlement Agreement states that for Reach 5A banks that do not require remediation based on the criteria described above, GE will consider supplemental soil removal based on an evaluation of PCB data, erosion potential, adjacent floodplain removal (if any), constructability issues, and the potential impact on downstream PCB transport if such banks should erode."

It is not clear from the above statement what factors will be used to evaluate additional soil removal. In addition, the statement indicates that it is only GE that will consider additional removal based on their evaluation. GE's evaluation should be subject to EPA review and approval with input from the State and local governments.

2. Section 2.2.3 (p. 10) and Section 2.2.5 (p. 14) - These sections of the SOW indicate that GE will implement (if feasible) a hydraulic dredging and/or hydraulic pumping approach, with material from these areas pumped directly to the Upland Disposal Facility "support area." It is unclear how the UDF support area is defined and whether the UDF support area is contained within the UDF Operational Area depicted on Figure 6 of the Permit or whether it is a separate area that has yet to be defined. In addition, it should be clearly established how sediment will be segregated and managed to ensure that only material meeting the acceptance criteria are placed in the UDF if utilizing a hydraulic pumping approach.
3. Section 2.2.4 (pp. 10-11); Section 2.2.6 (pp. 12-13); and Section 2.2.7 (p. 13) - The SOW indicates that a PCB concentration equal to 1% of the post-remediation average PCB concentration will be used as the PCB concentration in capped areas. This appears to be derived from the requirement identified in Section 2.2.9 that a chemical isolation layer be installed sufficient to minimize (reduce by 99%) the flux through the isolation layer. The flux is critical to demonstrating that the PCB concentration standards for capped areas have been met. Post-capping measurements of flux should be required demonstrating that the 99% flux reduction has been achieved and that the 1% post-remediation average PCB concentration is representative. Parameters should be established to distinguish flux through the chemical isolation layer from transport and deposition from upstream contamination.
4. Section 2.2.5 (p. 11) and Section 2.2.7 (p. 14) - The SOW states "If EPA determines during post-construction monitoring that significant concentrations and depths of PCB-impacted sediment have accumulated, GE will remove such accumulated sediment while ensuring the integrity of the engineered cap, where present." EPA should establish the concentrations and depths which would be considered significant per se and trigger a response (without limiting EPA's authority to respond to accumulations below these per se concentrations/depths).
5. Section 2.2.6 (p. 12) - The language within the SOW regarding the Columbia Mill Dam and Eagle Mill Dam Impoundments states "as needed to achieve a spatially weighted average total PCB concentration of 1 mg/kg" whereas the Settlement Agreement (II.E and II.F) states "to achieve an average PCB level of 1 mg/kg or less" for both Impoundments. The language within the SOW should be consistent with the language within the Settlement Agreement.

6. Section 2.3.1 (p. 16) – This section of the SOW places responsibility on GE only if the owners consent and does not specify how consent will be sought. The language within the SOW is not compliant with the Settlement Agreement (Section II.B). The Settlement Agreement states that the Town of Lenox determine whether any of the owners of the 6 properties consent to removal of soil. The Town of Lenox must be involved in this decision due to the fact that the Settlement Agreement obligates the Town to provide half the funds for any clean-up of these properties. State law requires Town appropriation of funds for their share of the clean-up. Hence the Town of Lenox must be involved in deciding which properties get additional cleanup.
7. Section 2.5.1 (p. 17) - The Rest of River Municipal Committee understands the UDF performance standards identified to be minimum requirements that must be achieved for construction of the UDF. The Rest of River Municipal Committee further understands that the design of the UDF will be submitted at a later date and is subject to review and approval by EPA. The Rest of River Municipal Committee reserves its right to evaluate the design.

The SOW provides an open-ended statement regarding how the landfill maximum elevation may be adjusted that is not consistent with the Settlement Agreement (Section III.D). The SOW language should include the language regarding how the seasonally high groundwater is to be determined and the maximum height of the landfill adjusted upward, if necessary.

No mention of the collection, handling and treatment of leachate is included within this section on the Conceptual and Final Design Plans for the UDF. Collection, handling and treatment of leachate should be specifically referenced within the SOW and included within the Conceptual and Final Design Plans for the UDF. As stated above, the Rest of River Municipal Committee reserves its right to evaluate the design.

This section does not include the development of an emergency response plan describing how GE will quickly respond to leaks or failures found at the UDF to make sure that environment and community are protected from such failures. Such a Plan may include step by step actions taken by GE or their consultants or contractors when leaks or failures are found, who within EPA, DEP, local emergency staff and other agencies should be alerted, and when they should be alerted. At a minimum a call down list should be generated, updated and maintained by GE. This should be included within the Conceptual and Final Design Plans for the UDF.

The SOW states that wells within 500 feet of the UDF will be connected the municipal water if the owner desires but does not state that GE is responsible for the cost of such connection as stated in Settlement Agreement (Section III.F). GE should clearly state in the SOW that it is responsible for this cost.

8. Section 4.2.1.8 (p. 29) - This section has references to water uses but makes no mention of water discharges, such as from dewatering sediment or dredge spoils. It is unclear how saturated soil or sediment could be managed in the ways described without removing water at some point.

Further, the Water Withdrawal and Uses Plan does not seem to indicate a broad approach to water withdrawals and uses and an interrelated watershed-wide analysis focused on individual Reach analyses. The analysis should include any potential impacts to downstream Reaches.

9. Section 4.3.1.1 (pp. 35-37) – The Transportation and Disposal Plan does not include consultation with municipalities at an early stage, prior to submittal to EPA, as required in Settlement Agreement (Section II.N). The Off-Site Transportation Plan will, of necessity, impact local and State roads and highways, as well as local residences and sensitive facilities, from the point of origin, even if most of the route is outside of Berkshire County. The On-Site Transportation and Disposal Plan will directly impact local roads and State highways, as well as local residences and sensitive facilities. It is not clear that on-site transport of removed materials from the river and floodplains to dewatering facilities is covered in either of the two Transportation Plans. This should be clarified that this is an element of the On-Site Transportation Plan to be prepared in consultation with the municipalities.
10. Section 4.3.1.3 (pp. 38-40) – This section does not indicate that GE will work with the City and Towns and affected landowners to take reasonable steps to minimize the adverse impact of work activities in relation to the Quality of Life Compliance plan (QOL), as required in the Settlement Agreement (Section II.N). The SOW indicates that GE will coordinate with affected residents or landowners and states that “EPA will solicit input on the QOL Compliance Plan from local governments....” This language reduces GE’s responsibility to work upfront with the local governments and affected landowners, and places that burden on EPA.

This section states that the QOL will be prepared 24 months after the approval of the Overall Strategy and Schedule. This schedule should be moved up and the QOL Plan should be prepared 12 months after the approval of the Overall Strategy and Schedule. The QOL Plan should be made available for EPA comment and review prior to the commencement of any work that would be subject to it. If work subject to the QOL Compliance Plan must commence before the document is finalized, any relevant QOL compliance provisions should be incorporated into the planning to phase deliverables associated with those remedial activities.

In addressing the survey of the condition of local roads the QOL calls for a “photographic survey” of existing condition and indicates that they will be repaired only to a standard “...in order to allow safe public access.” This should be adjusted to make GE’s obligations under the SOW consistent with its obligations under the Settlement Agreement (Section VI.A.3). GE should prepare a plan for how local roads and infrastructure will be surveyed prior to approval of a work plan for any Reach or Subreach. Consultation with local and State officials is necessary with regard to both the physical infrastructure and the operational aspects of impacts on the transportation system including how safe public access will be maintained during use for remediation activities, as well as how the post-remediation analysis and repairs and replacements will occur.

11. Section 4.3.1.4 (p. 40) - This section discusses the site-wide Restoration Coordination Plan and mentions Remedial Area Restoration Work Plans. It is unclear whether the UDF will have its own restoration corrective measure plan, akin to those which will be prepared for the Remediation Areas, or whether provisions for the UDF be covered specifically under the site-wide plan.
12. Section 4.3.1.15 (pp. 41-42) – This section of the SOW states that “The adaptive management process will be implemented to adapt and optimize project activities (i.e., design and construction) to account for lessons learned from work conducted at early stages of the project, new information, changing conditions, new or innovative technologies (if any), and any pilot study results as the project progresses.” This section includes that an Adaptive Management Plan will include: objectives for the adaptive management process, identification of the project components that will be subject to adaptive management, a description of information and data that will be considered

during adaptive management, and a description of the adaptive management assessment and decision-making process. The SOW should clearly identify new, alternative and innovative technologies as a part of the Adaptive Management Plan. A section on new, alternative and innovative technologies within the Adaptive Management Plan should include activities such as pilot studies, facilitating studies to be conducted by third parties, and applying new, alternative and innovative technologies at the UDF.

13. Section 4.3.2 (pp. 42-43) - The Conceptual and Final Design Plans for the UDF within the SOW do not mention designing a groundwater monitoring network. The design of a groundwater monitoring network should be included within the Conceptual and Final Design Plans for the UDF as required in the Settlement Agreement (Section III.G.1).
14. Section 4.3.3.1 (p. 44) - This section discusses updating the Phase IA Cultural Resource Assessment for the Rest of River and preparation of Phase 1B Cultural Resource Survey Work Plans for Remediation Areas. It is unclear whether a Phase 1B Cultural Resource Survey Work Plan will be part of the conceptual design deliverables for the UDF.
15. Section 4.3.3.2 (pp. 46-47) – The Cultural Resources Survey Deliverables does not indicate when affected Tribes will be consulted during this process. The schedule calls for this survey work plan to be submitted concurrently with the conceptual RD/RA Work plan for each Remediation Area. Given the archeology of this area, this may entail considerable field surveying which will extend timeframes. If there are ways to speed this necessary work up, it could keep the clean-up on track.
16. Section 4.5.1 (pp. 51-52) – This section on the Plan for Implementing Future Projects or Work states that this plan is to be submitted within 15 months after approval by EPA of this SOW. Given routine and active projects which may occur, this timeframe should be more immediate and GE should be able to submit a Plan in a much shorter timeframe than proposed (e.g., six months).
17. Section 5.2 (p. 57) – This section states that “The activities described in the UDF Post-Closure Plan will continue until GE proposes, and EPA approves, a modification or termination of the activities described herein.” The Settlement Agreement (Section III.G.3) states that “GE shall be responsible for post-closure activities and monitoring thereafter.” There is no termination of Post-Closure OMM activities allowed in the Settlement Agreement. It should be clarified within the SOW that the UDF Post-Closure Plan may be modified and *specific actions* terminated, and that the UDF Post-Closure Plan will not be terminated. This section should be clarified to be consistent with the language in Section 2.5.1 of the SOW, which states “those activities (inspection, monitoring and maintenance activities) will continue following closure of the UDF to ensure that it functions properly in perpetuity”.
18. Section 5.5 (p. 59) - This section states that GE will consider conducting interim pre- certification inspections and completion reports. GE's decision should be subject to EPA review and approval with input from the community. A process should be in place for resolution should there be disagreement between GE and EPA regarding when or if interim certification(s) are necessary.
19. Section 6 (pp. 62-63) – The Construction Monitoring Plan, QOL Compliance Plan, and Sustainability and Climate Adaptation Plan should be completed before any construction begins in order to properly monitor construction activities, mitigate impacts on quality of life, and make sure the construction has considered any needed adaptations for climate change. The schedules for the QOL

Compliance Plan and Sustainability and Climate Adaptation Plan should be moved up from 24 months to 12 months after EPA approval of GE's SOW if the schedules in the above table are followed.

20. Figure 2. Former Eagle Mill Dam is not shown/listed on Figure 2.
21. The Settlement Agreement (Section III.B.) states that no other sediment, floodplain soils and other Waste Material shall be disposed of at any location in Berkshire County other than the UDF. There is no such prohibition in the SOW. The SOW should contain language identical to the Settlement Agreement.
22. The Settlement Agreement (Section III.H) obligates GE to consult with the Town of Lee before preparing its landfill design submissions. The SOW is silent on this requirement.