



U.S. ENVIRONMENTAL PROTECTION AGENCY
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What They Are Saying: EPA and Stakeholders' Agreement To Achieve Faster and More Complete Cleanup of Housatonic River in Berkshire County

LENOX, Mass. – Today, U.S. Environmental Protection Agency (EPA) Regional Administrator Dennis Deziel and local officials and stakeholders unveiled an agreement to expand and expedite cleaning the “Rest of River” portion of the Housatonic River in western Massachusetts. The agreement will result in a faster and more comprehensive removal of contaminated sediment from the river, addresses many concerns raised by citizens and local officials, and will provide major economic benefits for communities in Berkshire County. Here's what elected officials and stakeholders are saying...

State of Connecticut

“Connecticut has a strong interest in the expeditious removal of PCBs from the Housatonic River. The proposed clean-up will benefit the river ecosystem, the species that rely on the river, and all citizens of the Housatonic River Valley from Pittsfield to Long Island Sound,” **said Katie Dykes, Commissioner of Connecticut Department of Energy and Environmental Conservation.** “We are pleased there is a significant step forward being taken today.”

Attorney General William Tong: “After years of negotiation and mediation, this settlement continues to hold General Electric accountable for a prompt and effective clean-up of the Housatonic River impacted by PCB contamination from GE's Pittsfield, Massachusetts plant. We are pleased this agreement addresses our biota and downstream transport concerns and includes additional PCB testing, erosion impact evaluation, and potential adjacent floodplain removal, as well as provisions regarding future work. We will continue to closely monitor all required work with our partners at DEEP, EPA and in Massachusetts to ensure the health and safety of this important river.”

City of Pittsfield

“The City of Pittsfield is pleased to be a part of this landmark partnership that, through mutual commitments by all parties, has resolved a 20-year quandary between GE and the EPA. With this settlement agreement, we will embark on a comprehensive and protective cleanup of the Housatonic River that will restore the river for present and future generations, while minimizing disruption to nearby neighborhoods in the city. Additionally, the agreement will result in the cleanup of residential properties and yield multiple investments that will support the ongoing revitalization of the Tyler

Street area, as well future economic development initiatives in the city. As a whole, the settlement agreement symbolizes a collaborative effort that has resulted in a very real and viable solution toward the restoration of one of Berkshire County's most prized natural gems, and has the potential to be used as a model in addressing similar matters of environmental contamination."

Town of Lee

"As a mother, a grandmother and, god willing, someday a great grandmother - I want to be able to say I'm leaving the future generations of not only my own family but those families of our community with a cleaner safer Housatonic River and this settlement accomplishes that goal." – **Patricia Carlino, Lee Select Board**

Town of Lenox

"The partners in this mediation are reaching the end of a long, fraught, and deliberative process that I know our committee views with pride and relief. If EPA had not provided us this opportunity for mediation — and had not GE changed their attitude and direction, had they not stepped up to the table with a new willingness to negotiate — Pittsfield and the five Towns would be facing a potential nightmare of litigation and the cleanup that resulted. All of us wish the river had never been poisoned, but we now have the best chance we have had to mitigate that sad reality and launch a better future for our river communities." - **Channing Gibson, Town of Lenox**

Town of Stockbridge

"Most of us emphasized the community commitment to the river and to each other. That spirit is what I will long remember and what our towns should hear more of." – **Steve Shatz, Stockbridge**

Town of Great Barrington

"The Town of Great Barrington enthusiastically supports this Settlement Agreement. After many decades of wondering if, how, and when the Rest of River would be cleaned up, we now have a path forward to accomplish this important project. With this Agreement, the Rest of River Towns have achieved a better cleanup than many thought possible, and we have achieved important additional benefits for our communities. In Great Barrington we will see the Rising Pond site preserved, and we now hope that the Rising Mill can be fully utilized to meet our Town's economic development goals." – **Christopher Rembold, Great Barrington Assistant Town Manager Director of Planning and Community Development**

Town of Sheffield

"When told the EAB hadn't ruled in favor of the EPA and required GE to send all PCB contamination out of state, I wondered how the five Rest of River towns, with a combined population of less than 25,000, would ever protect the health of our communities and the environment. However EAB eventually ruled, I knew we would have to fight GE through the appeal process, and given the political climate, the courts and potential costs, what were our chances of winning? When EPA Region 1 proposed mediation, I never envisioned what we have in fact collectively accomplished - we have protected our communities and the environment, our first priority. Every step of the way, we made decisions we felt were in the best interests of our collective towns. We have made sure the most contaminated PCB

soils and sediments will be identified, isolated and go out of state. We have achieved a better and more thorough cleanup. We, and our residents, will be involved when cleanup decisions are made and we have gotten significant economic benefits for our residents. Not everyone will be pleased but those who are not need to realize we could have ended up with three landfills holding all the PCB contaminants and none of these benefits." – **Rene Wood, Sheffield Select Board**

General Electric Corp.

"This agreement makes good on our longstanding commitment to a comprehensive cleanup of the Housatonic River that fully protects the environment. This plan brings certainty to the parties, exceeds the cleanup requirements of the Consent Decree, and provides local communities with additional financial and land resources for development. We look forward to working with our partners to implement this project without delay." -- **Roger Martella, Director, Environment, Health & Safety, GE**

Berkshire Environmental Action Team

"We feel that this agreement is our best opportunity to have a much more thorough remediation to protect the environment for wildlife," said **Jane Winn, Executive Director of Berkshire Environmental Action Team (BEAT)**. "We are pleased that there will be a pilot study of vernal pool remediation. Amphibians who use vernal pools for breeding appear to be especially sensitive to PCBs, so we feel it is important to remediate these unique habitats carefully."

Massachusetts Audubon Society

"We feel this mediation agreement is the most protective option with regard to both human health and the environment," said **Gary Clayton, President of Mass Audubon**, the state's largest nature conservation nonprofit and owner of Canoe Meadows Wildlife Sanctuary in Pittsfield. "Residents who have long felt the environmental impacts of this pollution can now be assured that substantive remediation will at last begin, for people and nature."

More information on the Negotiated Agreement and EPA's efforts to address contamination in the Housatonic River: <https://www.epa.gov/ge-housatonic>

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Rest of River Municipalities of Great Barrington, Lee, Lenox, Sheffield & Stockbridge

Statement

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- Background, the Municipal Committee, Mediation and Settlement
- Statement on Housatonic Rest of River Settlement Agreement



Rest of River Municipalities of Great Barrington, Lee, Lenox, Sheffield & Stockbridge

Statement on Housatonic Rest of River Settlement Agreement

The Towns of Great Barrington, Lee, Lenox, Sheffield and Stockbridge, known as the Rest of River municipalities, have signed a Settlement Agreement to enhance and accelerate the cleanup of PCB contamination in the Housatonic River flowing through their towns, as well as settled the difficult issue of sediment and soil disposal. Also signing this Agreement are GE, EPA, City of Pittsfield, State of Connecticut, Mass Audubon Society, the Berkshire Environmental Action Team (BEAT) and C. Jeffrey Cook. The Settlement Agreement is the result of years of working with EPA on the 2016 Permit, ongoing litigation and a year of intense mediation. The Settlement Agreement obligates EPA Region 1 to issue a new RCRA permit with a new "Rest of River" cleanup plan that is described in the agreement and it obligates the other parties (including GE and the five towns) not to appeal this permit to the Environmental Appeals Board.

The Rest of River municipalities fully understand not all residents will be pleased with this Settlement Agreement; some residents have wanted a complete river cleanup, others wanted less and some wanted none at all. Still others hope for future technologies to non-invasively clean the river. The discussion has gone on for over twenty years. The Rest of River municipalities have had to grapple with what was before them, including legal, political and financial realities. The Rest of River municipalities feel the Settlement Agreement is in the best interests of all their communities. The public will have ample opportunity to comment during the public comment period once EPA releases its draft revised Permit.

Background, the Municipal Committee, Mediation and Settlement

BRIEF HISTORY OF THE HOUSATONIC RIVER CLEANUP

In 1999, after years of legal wrangling, EPA, GE and the City of Pittsfield signed a settlement to clean-up the former GE site in Pittsfield and the first two miles of river from the plant site to the confluence of the East and West Branches of the Housatonic. This settlement was approved by the U.S. District Court in Springfield in 2000 and became known as the Consent Decree. Three unique features of the Consent Decree have impacted the Rest of River cleanup:

1. Only Pittsfield, none of the towns south of Pittsfield or other stakeholders, had any involvement in negotiating the terms of the Consent Decree.



2. All decisions about how the remainder of the Housatonic River would be cleaned up were put off to a later time. The remaining 149 miles to Long Island Sound was termed "the Rest of River" in the Consent Decree.
3. A provision stipulating that the selection of the Housatonic River site and cleanup plan would not be governed by the Federal Superfund Law provided all parties, including GE, legal appeal options that would not have been available if the cleanup had been a Superfund site.

REST OF RIVER MUNICIPAL COMMITTEE

The Rest of River Municipal Committee was created in 2013 to advocate common Housatonic River cleanup goals for the Rest of River to the EPA. It is governed by an Inter-Governmental Agreement (IGA) signed by each municipality. Committee members are appointed by their respective executive authorities. The Berkshire Regional Planning Commission has provided technical, fiduciary, facilitation and coordination assistance. The IGA authorized the Committee to represent the collective interests of the municipalities during development of the 2016 Permit and any potential subsequent actions.

Consisting initially of Pittsfield, Great Barrington, Lee, Lenox, Sheffield and Stockbridge, this was the first time all the Massachusetts municipalities on the Housatonic River directly impacted by the cleanup spoke with one voice. This single voice focus gave the Committee attention, access and a presence previously only afforded to Pittsfield. Before the 2016 Revised Permit was issued, the Committee sought to influence what would be in the EPA's Permit governing the Rest of River cleanup. Pittsfield left the Committee in October 2016.

In order to effectively participate in the permit process, the Committee hired legal counsel, Hagens Berman, and exercised its rights as a party commenting on the Permit and subsequently appealed the permit before the EPA's Environmental Appeals Board (EAB). The key issue before the EAB for the municipalities was whether there would be one or more in-county hazardous waste landfills.

The Committee has worked together for over six years and will continue to do so during the EPA's rewrite of the 2016 Revised Permit, the public comment period, final issuance of the new Permit and during all phases of the River cleanup.



WHY THE REST OF RIVER MUNICIPALITIES ELECTED TO JOIN THE EPA SPONSORED MEDIATION

1) Why?

The Committee felt it was important to enter into mediation and listen to what both GE and EPA Region 1 had to say. As almost all the parties with legal standing had agreed to enter mediation, if the Committee did not, it would not be able to influence decisions that might be agreed to during mediation. The Committee knew it could leave mediation at any time if they felt the proposed mediation was bogus.

2) EPA DC has changed significantly in recent years.

EPA Headquarters in Washington has told its regional offices to get stalled cleanups, such as the Rest of River cleanup, resolved. Concerns have continued to increase over a Washington dictated cleanup solution and cleanup control being taken away from EPA Region 1 staff.

3) General Electric appeared willing to negotiate.

The Committee was given to believe GE wanted to negotiate. This provided the Rest of River towns an opportunity to negotiate a cleanup settlement where they could directly shape its terms. Given the political climate, it was felt this was likely a one-time opportunity.

4) Threat of an adverse EAB decision.

The key issue before the Environmental Appeals Board (EAB) is whether all PCB soils and sediments would be disposed of in up to three landfills in southern Berkshire County. GE's position is yes; the municipalities and EPA Region 1 positions are to ship the waste out of state to a federally licensed landfill. No one knows what this decision will be in this winner take all matter.

5) The prospect of ongoing litigation all the way to the U.S. Supreme Court.

When EPA first issued a "Rest of River" cleanup plan in 2016, GE was required to ship all waste removed from the River to an out-of-State facility. GE successfully appealed this decision to the EPA Environmental Appeals Board, which ordered EPA to reconsider disposing of the waste in any of three landfills proposed by GE in Berkshire County. When the parties entered mediation, it was clear that any decision by EPA to stick with out-of-State disposal would be appealed again by GE, and that any decision to opt for in-State disposal might require an appeal by the five Towns—possibly without any support from EPA. These appeals would not necessarily have stopped at the EAB, because GE had a right to appeal from the EAB to a federal appeals court and could even have pursued an appeal from there to the U.S. Supreme Court. Paying for such an appeal would require



an annual appropriation by each of the towns on an ongoing basis, which cannot be guaranteed. Such costs were estimated to be up to a million dollars.

6) There were many Rest of River cleanup issues to resolve.

The cleanup will encompass numerous socio-economic and logistical issues in addition to the PCB soil and sediment disposal question before the EAB, which was seen as an all or nothing decision. Mediation provided an opportunity to raise and negotiate these issues rather than have them either excluded or dictated to the impacted communities. Mediation was seen as a way to get more protections and engagement than provided in the 2016 Revised Permit and normally afforded municipalities in an EPA cleanup.

7) As the Executive Authority, the Select Board for each of the five towns made the decision to enter mediation.

Only the Select Boards may do so, just as only the Select Boards have the authority to approve any legally binding resulting settlement agreement to come out of mediation. The Committee was in place to represent the towns in the mediation process and had years of experience working on Rest of River cleanup issues as a group, as well as with the EPA.

THE PRIORITIES OF THE REST OF RIVER MUNICIPAL COMMITTEE DURING THE MEDIATION

1) If a landfill were dictated, would public health and safety and the environment be protected?

At the start of mediation, the Committee made it clear to EPA that if it was not satisfied that a landfill containing PCBs would be protective of public health, safety and the environment, it would not continue negotiating towards a settlement. In addition, the Committee wanted to make sure no materials from other cleanup sites or from the earlier Housatonic River cleanup would be disposed of at a new landfill. Using the Towns' legal funds, ESS, an environmental consultant, was hired to ensure those goals were reached. The landfill, as designed and specified in the Settlement Agreement, meets those standards.

2) Ensure, if there was to be any local landfill, that it be limited to only one site – eliminating two of the three sites proposed by GE. The Settlement Agreement eliminates all consideration of the landfills adjacent to Rising Pond in Great Barrington and off Forest Street in East Lee. The Lane site, since it was already heavily disturbed and adjoined the areas containing the largest amount of contaminated sediment to be removed, clearly was the most logical.



- 3) **More cleanup.** The Committee insisted on greater cleanup to include additional cleanup behind down-stream dams, backwaters, and additional sediments and soils. Due to concerns over long term reliability and the potential for subsequent re-contamination, the Committee asked for a significant reduction in the capping of contaminated sediments and increased sediment removal. These goals have been achieved.
- 4) **Protect public infrastructure during 15+ years of clean-up and landfill operations and closure.** The clean-up will occur in areas accessible only by local roads, some of which were never built to carry large volumes of heavy vehicles and are in fragile condition. Road, bridge, and culvert reconstruction costs can be extremely significant. A specified methodology to determine damage caused by GE during clean-up activities, and an agreement that GE will repair or replace infrastructure it damages, is in the Settlement Agreement.
- 5) **Ensure local input into how the clean-up proceeds.** The Towns wanted as much local input and control over how clean-up activities were performed in each town as possible. While federal law gives EPA the final say in decisions about the clean-up and exactly how it happens, the Settlement Agreement gives the municipalities, as well as affected property owners and neighborhoods, greater opportunities to review and provide input into these EPA decisions.
- 6) **Enhance public access to and enjoyment of the River.** GE has committed to work with municipalities and the State on improving opportunities for a variety of outdoor recreation facilities. Since they must construct access roads and staging areas throughout the areas being cleaned-up there will be lower cost and impact opportunities to provide such facilities as clean-up is completed in various sections.
- 7) **Receive compensation for the impacts of the contamination and clean-up.** Municipalities face substantial impacts due to the river clean-up. The Settlement Agreement, in providing \$55 million to the five Towns, provides substantial compensation that would not be there but for the Agreement.
- 8) **Release GE owned or controlled properties in Great Barrington from restrictions on future use.** A 149 acre parcel owned by GE adjacent to Rising Pond in Great Barrington will be donated to the Town or its designee and use restrictions on the former Rising Paper Mill (now Hazen Paper) in Housatonic will be released by GE, allowing fuller use of the mill.



WHY THE REST OF RIVER MUNICIPALITIES SIGNED THE SETTLEMENT AGREEMENT

- 1) The Rest of River Committee directly negotiated the terms of the Settlement Agreement for their towns, which is preferable to a solution dictated to them by EPA, the Environmental Appeals Board, or a federal court.
- 2) By compromising on the disposal of PCB sediments and soils, the following were gained: greater clean-up of PCB contamination; strengthened and defined sampling and averaging techniques; additional safeguards for the communities; and additional community input on how the clean-up will be accomplished. The improvements in the Agreement are significantly better than what was in the 2016 Revised Permit and would be lost if no Agreement were reached. GE might have prevailed on the landfill issue before the Environmental Appeals Board or federal court and then all the contaminated soil and sediment would have been placed in a landfill in the County, without any of the benefits in the Agreement.
- 3) In addition to the numerous benefits and guarantees provided to the municipalities, it gets the Rest of River cleanup started after more than 20 years of uncertainty and delay since the 1999 Consent Decree. Continued appeals potential litigation would have continued the uncertainty and very expensive.
- 4) Makes significant improvements to the 2016 Revised Permit, has major new benefits, and eliminates the possibility of litigation between the Towns and GE and/or EPA. These would disappear without a Settlement Agreement. The Rest of River towns would not get this opportunity again and they felt they had significantly improved their citizens' current and future position, say and outcomes in the Rest of River cleanup.
- 5) The benefits negotiated by other parties to the Settlement Agreement, such as the City of Pittsfield, Mass Audubon and BEAT, provide economic development, improved recreational opportunities and an improved Rest of River cleanup.



Highlights and related specifics of the Settlement Agreement are:

1. MORE RIVER CLEANUP

GE has agreed to remove more PCBs. The volume of contaminated material to be removed under the Settlement Agreement will likely be higher than the volume estimated under the 2016 Permit cleanup, depending upon what is discovered in the course of cleanup. Additional contaminated sediments will be removed behind five downstream dams and two obsolete dams will be removed. The additional sediment removal is expected to reduce the contaminated areas to be covered with a cap by almost 100 acres, or one-third of the estimated 300 acres of capping in the 2016 Permit. More specifically:

- a. GE has agreed to remove contaminated soil from 22 floodplain residential properties in Pittsfield and, if the owners agree, an additional six residential properties in Lenox.
- b. Based on additional sampling, GE will evaluate and consider additional contaminated bank removal in Reaches 5A (Pittsfield) and 5B (northern portions of Lenox).
- c. GE will conduct additional cleanup at Mass Audubon's Canoe Meadows property.
- d. GE will remove contaminated sediments to a level of no more than 1 part per million (ppm) in Reach 5C in Lenox, eliminating approximately 57 acres of capping required by the 2016 Permit.
- e. GE will remove contaminated sediments to a level of no more than 1 ppm behind the Columbia Mill Dam (Lee), remove the dam, which is no longer used, and eliminate up to 10 acres of capping required by the 2016 Permit.
- f. GE will remove contaminated sediments behind the remnants of the Eagle Mill Dam (Lee) to a level of no more than 1 ppm and remove the remnants of the dam, which is no longer used, and eliminate up to 8 acres of capping required by the 2016 Permit.
- g. GE will remove sufficient contaminated sediments behind the Willow Mill Dam (Lee) and Glendale Dam (Stockbridge) to reduce capping required in the 2016 Permit from up to 20 acres to no more than 9.5 acres, eliminating up to 10.5 acres of capping.
- h. GE will remove sufficient contaminated sediments behind the Rising Pond Dam (Great Barrington) to reduce capping required in the 2016 Permit from up to 41 acres to no more than 31 acres, eliminating up to 10 acres of capping.
- i. EPA's new Permit will broaden the approach to remediation of vernal pools, testing methods for excavation and restoration of vernal pools and use of innovative non-invasive methods such as use of activated carbon; future remediation will be based on how successful each method performed.
- j. GE will discuss with EPA the storm drainage system on the PEDAs site.
- k. All other cleanup requirements in the 2016 Permit be retained.



2. DISPOSAL SOLUTION: OUT OF STATE DISPOSAL & UPLAND DISPOSAL FACILITY

The Parties agreed to a portion of the Lane Construction sand and gravel pit (Northern Lee) becoming a landfill for certain soils and sediments from the River, eliminating any possibility of a landfill at two other local sites previously under GE's consideration next to Rising Pond in Great Barrington and Forest Street in Lee. The Lane site will accept soils only if their average PCB concentration is below 50 parts per million (ppm), and sediments only if their average concentration is 25 ppm or less.

The most contaminated soils and sediments will be shipped out of state for disposal. The Upland Disposal Facility will be constructed with more stringent design features required for landfills containing highly contaminated soils. GE will be responsible for its permanent monitoring and maintenance. The requirements for the construction, operation, and maintenance of the Upland Disposal Facility are:

- a. A portion of the Lane Construction sand and gravel pit in northern Lee will become a landfill ("Upland Disposal Facility") for soils and sediments from Reach 5A (Pittsfield), 5C (portion of Lenox), Woods Pond, backwaters and from behind the five downstream dams. To be eligible for disposal in this landfill, soils must have PCB contamination levels averaging less than 50 mg/kg PCBs (50 ppm) and sediments must have PCB contamination levels averaging 25 mg/kg for river sediments. In addition, all sediment from Reach 5B will be disposed of out of state. The Agreement outlines a protocol for determining which materials can/cannot be disposed of in the Upland Disposal Facility.
- b. A minimum of 100,000 cubic yards of PCB-contaminated sediment and soils must be disposed of out of State, including all sediments and soils exceeding the standards allowing for disposal at the Upland Disposal Site.
- c. A more defined/delineated PCB sampling and averaging methodology has been agreed to, providing greater specificity in identifying contamination to be removed as well as when it will need to be shipped out of state.
- d. The landfill will not accept PCB waste in the form of intact drums, capacitors, or containers, or non-PCB material classified as federal RCRA hazardous waste.
- e. GE will not pursue other possible hazardous waste landfills which had been proposed adjacent to Rising Pond (Great Barrington) and on Forest Street (East Lee).
- f. The landfill will be strictly limited to material removed during the Rest of River Clean-up and no material from any other project or site will go into this landfill.



- g. The landfill will have a maximum design capacity of 1.3 million cubic yards and a maximum landfill area of 20 acres. It is also expected to have a maximum elevation of 1,099 feet above mean sea level (the highest current elevation on the site is about 1,040 feet). Any excess materials must be shipped out of state to a properly licensed facility.
- h. The landfill will be designed with a double liner, the bottom of which must be at least 15 feet above the seasonal high-water table; leachate collection system; and low-permeability multi-layer cap and vegetation.
- i. GE will pay the installation costs of connecting any non-community or private water supply wells within 500 feet of the landfill to a public water supply, unless the well owner does not consent to the connection.
- j. GE will install a groundwater monitoring network around the landfill to monitor for PCBs.
- k. GE is responsible for landfill inspections, maintenance, and groundwater sampling and shall remain responsible after the clean-up is complete and the landfill closed. GE is also responsible for closure and capping of the landfill as directed by EPA.
- l. The landfill design will include a stormwater management system to control surface runoff.
- m. GE shall include in its landfill design submissions one or more proposals (based on GE's consultations with the Town of Lee) describing how GE will prepare the site for potential re-use once the landfill is capped.

3. MORE RESEARCH

EPA will facilitate continuing efforts towards the identification of opportunities to apply existing and potential future research resources to PCB treatment technologies. These opportunities may include soliciting research opportunities for research institutions and/or small businesses to target relevant technologies. GE and EPA will continue to explore current and future technology developments and will, where appropriate, collaborate on on-site technology demonstration efforts and pilot studies and, consistent with the Adaptive Management requirement in the 2016 Permit, consider their applicability at the Housatonic River site.

4. REDUCED LOCAL CLEANUP IMPACT & ENHANCED COORDINATION

The Agreement calls for substantive steps to address potential adverse cleanup impacts on the communities and provide assistance to local stakeholders in reviewing cleanup plans as they are developed, including the following:

- a. GE shall implement, if feasible, hydraulic dredging and/or hydraulic pumping of contaminated material removed from Reach 5C, Woods Pond, and potentially backwaters in those areas. GE



estimates this could result in a 55% reduction in trucks hauling contaminated soil and sediment in Lee and Lenox.

- b. GE is required to consult with local officials and affected stakeholders in developing scopes of work regarding work activities, schedules and traffic routes and to describe such consultations in work plans submitted to EPA.
- c. GE is required to submit a Quality of Life Compliance Plan to EPA for review and approval. Five areas must be addressed in this Plan: noise, air, odor and light; recreational activities; road use and transport-related impacts; coordination with impacted residents/landowners; and community health and safety. EPA will seek input on the Plan from local governments, impacted residents/landowners, neighborhoods in the vicinity of the clean-up, and other interested stakeholders prior to approval of work activities, schedule and traffic routes.
- d. The Quality of Life Compliance Plan will consider methods to reduce residential impacts of transport of waste material through residential areas.
- e. The Quality of Life Plan will include documentation regarding how GE will repair any damage to roads and infrastructure used in the cleanup.
- f. EPA will provide consulting contractor support for technical assistance to the City of Pittsfield and the Towns of Lenox, Lee, Stockbridge, Great Barrington, and Sheffield. The contractor, funded by EPA, may provide support for the communities' oversight of the work and providing information back to the community on that work.

5. ECONOMIC DEVELOPMENT & COMMUNITY BENEFITS

A significant economic development package has been committed to the five Rest of River municipalities and other signers of the Settlement Agreement, including the City of Pittsfield and Mass Audubon.

- a. GE is providing \$55 million to the Rest of River Towns of Great Barrington, Lee, Lenox, Sheffield and Stockbridge, who have determined the distribution of these funds amongst themselves. The Towns' funds will be placed in an interest-earning escrow account and released to the Towns upon final approval of a new EPA Permit that substantially conforms to the terms of the Settlement Agreement and after all potential legal appeals, if any, are concluded.
- b. GE is donating a 149-acre site adjacent to Rising Pond to the Town of Great Barrington or its designee for conservation and/or development.
- c. GE is releasing use limitations on the Hazen Paper Mill site in Great Barrington.
- d. GE commits to prioritize use of local labor to the extent feasible and economical.



- e. GE will work cooperatively with the City, Towns and State to facilitate their enhancement of recreational activities in the Rest of River corridor.
- f. GE will coordinate with municipalities regarding the upgrade of stormwater conveyances as the cleanup work is progressing.
- g. GE will evaluate roads prior to starting work and repair any damage to roads or infrastructure they cause. GE shall document the pre-existing condition of any municipal road to be used during remediation prior to any transport of materials or starting any work, as well as document the condition of other visible infrastructure (bridges, culverts, etc.).
- h. After completion of remediation activities affecting a specific road, GE will document the then-existing condition of the road and associated infrastructure. GE will repair/replace any damage caused by GE, which will meet current State or Federal standards.

6. IMMEDIATE START TO WORK ON REST OF RIVER CLEANUP

GE will start to investigate and design the cleanup plan to speed up beginning the Rest of River cleanup while EPA finalizes the new Permit. Proposed changes to the new Permit that governs the cleanup will be released for public comment later this year.

ADDITIONAL INFORMATION

While all parties to the Settlement Agreement have retained the right to withdraw from the Settlement Agreement and litigate if the EPA's new Permit does not substantially conform to the terms of the Settlement Agreement, all parties to the Settlement Agreement have agreed not to challenge the new Permit if it does conform substantially to the Settlement Agreement.

The Rest of River municipalities have agreed that the GE compensation, to be placed in an interest earning Escrow Account, will be distributed as follows:

- 1) Each town will receive reimbursement for all of its financial contributions to this effort;
- 2) A portion of these funds will be set aside as a reserve fund to pay for future legal and technical services as needed during the cleanup process; and
- 3) Remaining funds: 45.90904% each to the Towns of Lee and Lenox and 2.7273% each to the Towns of Great Barrington, Sheffield and Stockbridge.

Beyond the Settlement Agreement, there are several additional steps to be completed.

- The Rest of River municipalities will hold one or more public informational sessions to explain the Settlement Agreement and answer questions.



- As the Settlement Agreement includes a number of modifications to EPA's 2016 Permit, the EPA will work to modify the Permit to incorporate the contents of the Settlement Agreement.
- EPA will then present those revisions to the 2016 Permit to the public for comment during a public comment period.
- After considering and responding to received public comments, EPA will finalize and issue a revised Permit, which will govern the Housatonic River cleanup.
- EPA has stated it hopes to complete the revisions, solicit public comment (including a public meeting and hearing), and finalize a Revised Permit during 2020 or early 2021.
- Detailed Scopes of Work will be developed and subject to stakeholder review prior to approval. They spell out the details for each step of the clean-up, including sensitive items such as air quality monitoring, transport of PCBs downriver due to clean-up activities, impacts of the cleanup process itself, and how those will be monitored and managed.

Contact Information:

Town of Great Barrington: Chris Rembold; crembold@townofgb.org; 413-528-1619x 108

Town of Lee: Patricia Carlino; persbank12@roadrunner.com; 413-441-6441

Town of Lenox: Channing Gibson; channing.gibson@mc.com; 310-968-4333

Town of Sheffield: Rene Wood; renecwood@aol.com; 413-248-1172

Town of Stockbridge: Steve Shatz; stephenshatz@gmail.com; 413-530-5680

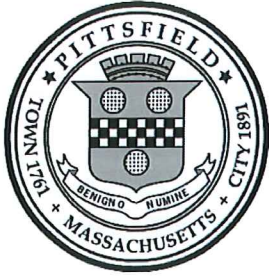
Public information sessions:

Wednesday, February 19, 2020 - 6:00 pm

Lee High School
300 Greylock Street
Lee, MA

Thursday February 20, 2020: 6:00 pm

Monument Mountain High School
600 Stockbridge Road
Great Barrington, MA



THE CITY OF PITTSFIELD OFFICE OF THE MAYOR

70 Allen Street, Pittsfield, MA 01201
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Rest of River Settlement City of Pittsfield Statement

The City of Pittsfield is pleased to be a part of this landmark partnership that, through mutual commitments by all parties, has resolved a 20-year quandary between GE and the EPA. With this settlement agreement, we will embark on a comprehensive and protective cleanup of the Housatonic River that will restore the river for present and future generations, while minimizing disruption to nearby neighborhoods in the city.

Additionally, the agreement will result in the cleanup of residential properties and yield multiple investments that will support the ongoing revitalization of the Tyler Street area, as well future economic development initiatives in the city. As a whole, the settlement agreement symbolizes a collaborative effort that has resulted in a very real and viable solution toward the restoration of one of Berkshire County's most prized natural gems, and has the potential to be used as a model in addressing similar matters of environmental contamination.

Community Benefits

- 22 floodplain properties to be remediated to higher, residential, cleanup standards;
- Requirements to minimize impacts to neighborhoods in Pittsfield and impose restriction on the transport of cleanup material over residential streets;
- Increased coordination of with local officials, neighborhoods, and residents;
- An estimated 240,000 cubic yards of sediment and soil to be removed in Pittsfield from the river and adjacent floodplain;
- All cleanup materials to be disposed of outside of Pittsfield;
- Before the remediation work begins and after it is completed, GE will inventory and document the conditions of the roads impacted by the removal of the sediment and will restore any significant damage attributable to remediation;
- GE will work cooperatively with City officials to enhance recreational activities such as improved access to the river for canoeing;
- Mitigation of discharges from GE's remaining storm water system in Pittsfield;
- Additional cleanup at the heavily used portion of Canoe Meadows; and
- Commitment by GE and EPA to continue to evaluate innovative technologies.

Proposed Aesthetic Improvements

- GE will make aesthetic improvements on GE property within 12 months including enhancing the visual appearance of buildings south of Tyler Street (including removing exterior equipment such as pipe trestle over RR tracks and vent stacks along Tyler Street), removal of barbed wire from some fencing, and landscaping on GE property south of East Street;
- GE will remove pavement and landscape 3 parking lots on Tyler Street/Tyler Street Extension and potentially donate that land to the City;
- GE will donate the parking lot and building on Woodlawn Avenue to the City of Pittsfield or its designee; and
- GE will meet with City two time per year to discuss continued maintenance, eventual demolition of vacant buildings south of Tyler Street, and potential aesthetic improvements to GE-owned property in the area.

Economic Development Benefit - GE to provide \$8M to the City Economic Development Fund



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Protecting the environment for wildlife in support of the natural world that sustains us all.

BEAT feels that this agreement is our best opportunity to have a much more thorough remediation to protect the environment for wildlife.

Right now the river is the toxic waste dump allowing PCBs to spread to the air, water, land, and up the food web, PCBs last forever¹ and they are getting into everything². This agreement requires the removal of 100 acres more PCB contamination than the previous permit that we appealed.

BEAT and allies will always keep fighting to have the dumps in Berkshires county and beyond thoroughly remediated as alternative technologies become available, and in this agreement EPA has committed in writing to “identifying opportunities to apply existing and potential future research resources to PCB treatment technologies”.

EPA has committed to soliciting input and working with all stakeholders as the cleanup design progresses. We hope all interested parties will provide their input as this process moves forward.

Without mediation agreement -

- EPA files with the Environmental Appeals Board (EAB) restating their position that there should not be any dumps in the Berkshires
- The EAB might, or might not, uphold EPA's decision after about 1 year delay
- General Electric Company (GE) will definitely take any decision saying no dumps in the Berkshires to federal court resulting in a 3-7 year delay
- We think that in federal court, it would be an uphill battle that if we lose could result in one, two, or three dumps in the Berkshires with one of those allowing high-level toxic waste

With the mediation agreement -

- there will be one low-level toxic waste dump in the Berkshires that will be designed as if it were for high-level waste, but only allow low-level waste from this remediation.
- the new permit is still subject to a regulatory public comment process, but it is likely that the remediation will begin much sooner than without the mediation agreement. GE will begin investigation and design work immediately.
- there will be only one dump, 1,500 feet from the river, next to two existing dumps, in an area that has been highly disturbed. The dump will be built at least 15 feet above seasonal high groundwater level to specifications for a high-level TSCA waste dump with double liner, cap, leachate collection, alarm, and groundwater monitoring between the dump and the river.
- GE will pay to have anyone who lives within 500 feet of the dump connected to town water (especially good in that there are two unlined dumps nearby.)
- GE will work with the town to prepare the surface of the dump for use in a manner the town decides
- A minimum of 100,000 cubic yards of PCB-contaminated sediment, riverbank soils, and/or floodplain soils shall be disposed of out of State.
- Remediate an additional 22 to 28 properties in the floodplain to residential standards

1 PCBs have a very long half-life, especially the highly chlorinated PCBs that are in the Housatonic River watershed

2 PCBs found in tree bark near the Hudson river shows PCBs in the air, and PCBs found in Inuit people and marine animals in the Arctic show PCBs high up the food web

- remove contaminated material (>1ppm PCB) instead of capping over it on approximately 57 acres in reach 5C
- contaminated sediment down to 1ppm behind the Columbia Mill Dam will be removed rather than left in place and capped over, and the dam itself will be removed. This will eliminate up to 10 more acres of leaving contamination in place and capping over it.
- contaminated sediment down to 1ppm behind the Eagle Mill Dam will be removed rather than left in place and capped over, and the dam itself will be removed. This will eliminate up to 8 more acres of leaving contamination in place and capping over it.
- about 10 more acres of contaminated sediment will be removed rather than capped over behind the Willow Mill Dam and Glendale impoundment.
- There will be a pilot study on up to ten vernal pools using either traditional excavation and restoration techniques or amendments such as activated carbon. Before the study, GE shall collect baseline data including water and soil chemistry and a range of taxa and shall submit a plan that proposes criteria for success. This study will then be monitored and the results used to determine how to proceed with remediation of the rest of the vernal pools. EPA will coordinate with the affected municipality and interested stakeholders on the Vernal Pools to be remediated pursuant to this Settlement Agreement.
- Remediation of Reach 5C and Woods Pond is planned to be done by hydraulic dredging and piped directly to the upland disposal facility.
- There will be a Quality of Life Plan that will address: noise, air, odor, light; recreational activities; road use and transport - related impacts; coordination with impacted residents/landowners; and community health and safety. Input from the towns and the public as well as affected landowners will be sought during the development of this plan.
- Mass Audubon won changes on how Canoe Meadows is to be remediated and compensation for their loss of use.
- GE will work with EPA to find a way to bring the PEDAs site into compliance with the proposed new National Pollutant Discharge Elimination System (NPDES) permit – this would eliminate detectable levels of PCBs from continuing to go into Silver Lake and from there the Housatonic River above most of the remediation.
- When stormwater conveyances are located, GE will notify the municipality. To the extent that said municipality wants to upgrade said conveyances, GE will coordinate with the municipality regarding said upgrade so long as it will not delay remedial action.
- Alternative Technologies and Adaptive Management - "The EPA will facilitate opportunities for research and testing of innovative treatment and other technologies and approaches for reducing PCB toxicity and/or concentrations in excavated soil and/or sediment before, during, or after disposal in a landfill. These opportunities may include: (1) reviewing recent and new research; (2) identifying opportunities to apply existing and potential future research resources to PCB treatment technologies, through EPA and/or other Federal research programs; and (3) encouraging solicitations for research opportunities for research institutions and/or small businesses to target relevant technologies. The research may focus on soil and sediment removed (or to be removed) from the Housatonic River or similar sites to ensure potential applicability to the permit/selected remedy. GE and EPA will continue to explore current and future technology developments and, where appropriate, will collaborate on on-site technology demonstration efforts and pilot studies, and, consistent with the adaptive management requirements in the Final Permit together, will consider the applicability of promising research at the Housatonic Rest of River site."
- GE shall prioritize the use of local labor for the Rest of River Remedial Action to the extent feasible and economical.
- EPA has committed to soliciting input and working with all stakeholders, specifically including Native American Tribes, as the cleanup design progresses.



HOUSATONIC RIVER CLEANUP STATEMENT

Mass Audubon envisions a future in which an unpolluted Housatonic River ecosystem provides ecological, recreational, and economic benefits to the communities along its banks, from Pittsfield to Long Island Sound. Mass Audubon has signed a Settlement Agreement to expedite the removal of PCBs from the Housatonic River and floodplain that is protective of human health and the environment.

Background

Since its founding in 1896, Mass Audubon has worked tirelessly to protect the nature of Massachusetts. Today Mass Audubon protects more than 38,000 acres of land throughout Massachusetts, protecting birds and other wildlife, and making nature accessible to all. As Massachusetts' largest nature conservation nonprofit, we welcome more than a half million visitors a year to our wildlife sanctuaries and 20 nature centers. Through education, advocacy at the national, state, and local levels, conservation research, and land conservation Mass Audubon continues to work toward our mission of protecting the nature of Massachusetts for people and wildlife for today and future generations.

For several decades, up through the 1970s, General Electric (GE) manufactured and serviced electrical transformers containing toxic and persistent PCB chemicals. During those years, GE polluted the Housatonic River and surrounding lands with hundreds of tons of PCBs, persistent toxic chemicals which pose threats to human health and wildlife.

Why did Mass Audubon enter mediation?

Efforts to mitigate this environmental disaster have been ongoing since the 1980s, through a long planning process that includes an administrative consent decree, planning documents that Mass Audubon and the public have commented on, and most recently, appeals to the EPA Environmental Appeals Board (EAB). Mass Audubon submitted an amicus brief in the EAB process. Mass Audubon participated in a confidential mediation process with the EPA, GE, the affected communities, and other environmental groups because we feel strongly that the Housatonic River Valley features tremendous ecological, scenic, tourism, and community values and it is vital that these be protected and restored. The mediation process offered an opportunity to avoid a lengthy and costly litigation, possibly all the way to the U.S. Supreme Court. One outcome of litigation may have resulted in up to three landfills containing high levels of PCBs in Berkshire County. Both outcomes of litigation would have resulted in a remediation that was less protective of human health and the environment than the Settlement Agreement.

Mass Audubon's remediation priorities

Mass Audubon is in support of this Settlement Agreement because it will expedite a more thorough cleanup of the Housatonic River than what was in the previous permit, and better addresses the impacted communities' interests. Mass Audubon's interest in the cleanup has always included ensuring that it proceeds in a timely manner and is sufficiently protective of both human and ecological health. Mass Audubon also supports the agreement's commitment to further research on innovative technologies that could treat PCBs in the future.





Mass Audubon supports the hybrid disposal approach that removes the most contaminated material out of state to a licensed facility with the remainder consolidated in a lined Upland Disposal Facility. The location and design of the Upland Disposal Facility will safely contain the low level PCBs, preventing them from re-entering the environment. This approach will also allow for hydraulic pumping of sediments, eliminating 50,000 truck trips from the roads of Lee and Lenox Dale.

Mass Audubon's interests in this cleanup extend beyond general regional environmental concerns. The organization is a directly impacted landowner. Canoe Meadows Wildlife Sanctuary is located on the river in Pittsfield, at the head of the "Rest of River" (RoR) where the main cleanup will begin. This 250-acre sanctuary contains habitats that support numerous rare and common species of plants and animals. It welcomes more than 10,000 visitors annually to enjoy passive recreation activities and environmental education programs.

Details about how the work will be undertaken on Mass Audubon's property including issues of access, provision for ongoing use of the sanctuary by Mass Audubon and our visitors, and post-cleanup restoration of habitats and trails will be addressed in an upcoming Access Agreement. The Settlement Agreement results in a more thorough cleanup of Canoe Meadows Wildlife Sanctuary, including more overall removal of PCBs and remediation in recreational areas.

Mass Audubon will receive \$500,000 in financial compensation to support direct and indirect costs due to the remediation on its property and use of its property to conduct other remediation activities. These costs include ecological management of Canoe Meadows Wildlife Sanctuary and educational and recreational programming at the sanctuary. The compensation Mass Audubon will receive from this agreement will in no way fully compensate all past and future expenses and damages incurred by the organization, but it is an improvement over the permit, which did not address Mass Audubon's property interests.

Mass Audubon has agreed that a portion of Canoe Meadows Wildlife Sanctuary can be used to facilitate the remediation of the sanctuary as well as other floodplain soils and Housatonic River sediments on nearby properties. The agreement will include provisions relating to the ecological restoration of Canoe Meadows Wildlife Sanctuary as well as human-made infrastructure affected by the remediation, including but not limited to the boardwalk, walking trails, and public parking lot. Ecological restoration will include management for invasive plant species.

The agreement will also ensure continued recreational activities on walking trails and other areas of Canoe Meadows Wildlife Sanctuary that will not be affected by the remediation. This will include the provision of an alternate public parking lot and construction and maintenance of alternate connecting walking trails.

Mass Audubon looks forward to continuing to work together with the EPA, the towns of Great Barrington, Lee, Lenox, Sheffield and Stockbridge, the City of Pittsfield, environmental groups and residents to restore a healthy Housatonic River ecosystem that can be enjoyed by future generations of Berkshire residents and visitors.

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