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U.S. EPA, Region 8 (ORC-L-C)  
1595 Wynkoop Street  
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RE: Public comment on Proposed Purchaser Agreement between EPA and Scout DAC LLC regarding the Idaho Pole Company Superfund Site in Bozeman, MT

Date: 13 June 2022

Overall, the “Administrative Settlement Agreement for Removal Action and Payment of Response Costs by Prospective Purchaser” appears to be comprehensive and complete, except for any mention of the airborne’s that will be inevitable when the TSA section north of Cedar is removed and relocated to the sections south of Cedar. The Removal Work Plan needs to include CAC airbornes in the scope of work for that reason. In addition, it is incredibly complicated and difficult for neighbors to provide significant or meaningful public comment since it appears all of the health concerns will only be addressed after the city gives a site plan approval. We would like to submit several questions and/or concerns about the documents.

1. There is no mention of any role for the City/County Health Department. Will they be involved in any capacity throughout this process?
2. There are many plans for the work that will only be seen up to 30 days after the City approves a Site Plan. There is no mention of opportunity for public review, access, interpretation, etc. of those plans—specifically:
  - a. Removal Work Plan (describing the activities Purchaser must perform to implement the removal action, as well as any modifications made to the plan);
  - b. Health and Safety Plan (ensuring the protection of the public health and safety during performance of on-site work);
  - c. Sampling and Analysis Plan; and
  - d. Post-Removal Site Control.

This process seems to be a Catch 22 for the residents who are concerned about airbornes. The City staff and Commission have no expertise in this area, and they will defer to the EPA for oversight. Will there be future opportunities for public review and comment that might make a difference for eliminating airborne CAC’s in this process?

3. The contaminants of concern are pentachlorophenol (“PCP”), polycyclic aromatic hydrocarbons (“PAHs”), polychlorinated dibenzo-pdioxins and polychlorinated dibenzofurans (“dioxins/furans”). It would be helpful for the neighbors to have spelled out exactly what the concern is with these contaminants, and what the stakes are for the residents nearby? (A meeting on this topic was promised in 2021, but never happened.)
4. The scope of work needs to address the elimination of airborne CAC’s in the process of removal and relocation. The agreement appears to assume that this primary pathway to ingestion will be dealt with in the Removal Work Plan. However, transparency is of utmost concern with these toxins and needs to be front and center in any agreement with the Purchaser.

5. Progress Reports. Purchaser shall submit monthly written progress reports to EPA and DEQ concerning actions undertaken pursuant to the Settlement Agreement. These reports must also include the developments anticipated during the next reporting period, a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems. Will the public have access to these reports? Ideally these reports would be submitted to the Northeast Neighborhood Association in a timely fashion, to be shared with the neighborhood residents.
6. Final Report. Will this be made public in a timely fashion?
7. The burden of oversight seems to be falling on one person—Roger Hoogerheide—as the Remedial Project Manager (RPM). What happens if Roger can no longer serve as the RPM and someone else takes over? There is an extremely high degree of institutional knowledge (currently held by Roger) that can make or break this agreement. Does another person even exist within the EPA who is equally well versed in the issues with this site?
8. Included in the above-mentioned oversight is the approval of “one or more contractors or subcontractors” to perform the work. Surely there will be dozens if not hundreds of subcontractors that will be involved in this project. Is it possible that EPA (i.e. Roger Hoogerheide) will be able to assess the credentials and approve or disapprove of every contractor and subcontractor?
9. Business Confidential Claims. Purchaser may assert that all or part of a Record provided to EPA and the State is “business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. §9604(e)(7), and 40 C.F.R. § 2.203(b).” This is undefined and a search on the section cited, yielded no clear document. How can the public know if pertinent health information is being hidden? What are the safeguards for the public if a business can hide information?

In closing, this seems on the whole to be a well constructed, good faith document with solid regulatory provisions. The neighborhood would like to see written into the document specific provisions for informing the public as the work progresses.

Thank you for the opportunity to review the Agreement and submit comments.

Sincerely,

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