

## ALLIANCE FOR BASE CLEANUP

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### **RE: Comments on Proposed Massachusetts Military Reservation (MMR) Lease Extension**

Given the past record of the military at MMR, The Alliance for Base Cleanup is against extending the MMR lease.

On July 8, 2003 we filed a petition with the Secretary of Environmental Affairs asking for an Environmental Impact Report (EIR) on the lease extension. We argue in that petition that given the environmental damage documented to date at the Massachusetts Military Reservation, submission of an EIR is essential to avoid potential impacts on the environment which could result from an additional twenty-five years of operations by the military at this site.

The petition includes many of the following concerns. We feel that all the points below should be addressed before any discussion of a lease extension proceeds.

--The proponent argues that the lease extension will ensure cleanup of the MMR. This implies a threat that if the extension is denied the cleanup will not proceed. The public should be informed that the cleanup of the MMR is required by law, regardless of the extension.

--No alternatives to the lease extension have been provided. Such information should be provided in an EIR.

--The lease extension is being sought for several projects, one of which is to transform the base into a Northeast Regional Homeland Security Training Center. This project is presently in a feasibility study stage, but promises to be a huge development. Environmental review of both the lease extension and this project should take place at the

same time -- when the project has been deemed feasible and is officially proposed. This project will require review through both the Massachusetts and the National Environmental Policy Acts.

--The Department of Defense, which has 23 years remaining on its current lease, has not proven a compelling need for the lease to be extended, whereas the public, which has suffered massive contamination of its aquifer by past military activities, has valid reasons not to extend the lease.

--It is not clear why the lease extension should include the current lease on Camp Edwards, a 15,135 acre area on which, in order to protect the Upper Cape aquifer, future construction has been prohibited.

--The current lease allows the military to construct and renovate buildings and roads "and any other work considered necessary by the Government to carry out its requirements" (Article 5). This clause allows the military's "requirements" to override concerns about drinking water supplies and the environment.

--The new lease has been posted to the Massachusetts National Guard Web site, but the public is not given any means of understanding it. There has been no attempt by military and state promoters of the extension to provide an objective explanation to the public as to what the new lease means. We have simply been directed to a Web site where we can view, as of now, fourteen separate files of legal language. Not everyone has access to the Web, and even if they did it is difficult for them to understand even what the legal language means. It needs to be explained. Questions which the public might have need to be answered. There is no forum proposed where this might occur.

--The new lease states in several places that the Commonwealth believes the extension would be "in the best interests of the people of the Commonwealth, including those living in the communities surrounding the Massachusetts Military Reservation." No justification is provided for this statement. Considering the massive contamination of the Upper Cape aquifer caused by the Massachusetts Military Reservation, we would argue that the lease extension is not in the best interests of the communities surrounding the MMR.

--The Department of the Army has recently claimed "sovereign immunity" to the Commonwealth's Massachusetts Contingency Plan -- the so-called "21E" state environmental laws and regulations, as they apply to environmental cleanup, base-wide. At the same time, the Department of Defense is promoting legislation in Congress -- the "Readiness and Range Preservation Initiative" -- which would allow DoD to circumvent certain provisions in basic federal environmental laws established under the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation, and Liability Act. These actions make it clear that, for the military, "readiness" and training take priority over environmental statutes. A similar attitude led to the wide-ranging damage we are dealing with at the MMR today. Under such circumstances, how can a lease extension be contemplated? Why isn't the Commonwealth seeking instead to revoke the lease?

--"Public meetings" seem to have become a concept whereby, for two hours, state and military officials will allow public concerns to be aired, with no follow-up, and no response to those concerns. It is the same for written public comments. The state has set up a corrupt process in which citizens are being directed to give comments to the same officials who are promoting the lease extension. This is not meaningful public involvement. A meeting held by Secretaries Flynn and Foy and a Pentagon official in Falmouth on June 30 is one example. The meeting was completely promotional in nature. There was no offer on the part of the state or proponent to act in any way on comments they might receive.

Comments at the June 30 meeting have been totally ignored in the Web document. The lease was posted because of protests at the June 30 meeting that people did not even have a copy of it to read. But none of the other concerns voiced at that meeting have been addressed. Our appeal to EOECA for an Environmental Impact Review would assure at least the formality of information being provided, of public involvement, and of a procedure for response by the proponent.

--In the lease document as proposed, there is no provision for DoD reimbursement to the town of Bourne for educating children of military families, or "impact aid." The DoD has failed to reimburse Bourne for many years. Public concerns about this issue have been ignored.

--There has not been sufficient time for meaningful information to be gathered as to whether the military has met new environmental performance standards at MMR. The Environmental Management Commission, established to protect the Upper Cape Water Supply Reserve, has not had time to analyze the military's environmental performance to date, nor to develop adequate guidelines and benchmarks to assess the cumulative impacts of military training on the Upper Cape's sole-source aquifer.

--The Supplemental Agreement No. 2 to Lease No. DACA 51-5-77-127 states that "the extended availability of the leased premises for training activities consistent with the Memorandum of Agreement and with Supplemental Agreement No. 1 would be consistent with the imperative to ensure the permanent protection of the drinking water supply and wildlife habitat. "

Since the Environmental Management Commission has not yet established specific guidelines or assessment methods, this is an unsupported statement that relies on circular logic that is not protective of the interests of Cape Cod residents.

--There is no reason given as to why Department of Defense needs for construction planning have been put before our need to know what the DoD's construction plans are, and what the impact of 48 more years of their use of the base might be?

--No lease extension discussions should proceed until the military provides a sufficient rationale for continued training of any sort on the northern 15,135 acres of the MMR, now called the Upper Cape Water Supply Reserve. The Water Supply Reserve is Cape

Cod's equivalent of the Quabbin Reservoir. Military training would not be allowed at the Quabbin. Why should it be allowed here?

--No information is provided on exactly what the proposed "Center for Homeland Security" actually is, yet this Center is the main reason the military seeks the lease extension.

--No lease discussions should proceed without the military taking responsibility for perchlorate coming from the base, as, for example, in the current case of a family with a polluted well near the Cape Cod Canal. In June, the military ignored a Notice of Responsibility from the state to provide clean water to this family. Apparently due to national liability issues, the military does not recognize the state health advisory level for perchlorate in drinking water of 1 part per billion. This issue applies not just to one family in Bourne, but is base-wide.

The military is thus in the position of opposing environmental regulations of the Commonwealth while seeking a lease extension on the basis of environmental compliance. This is not consistent with the claim in the proposed lease agreement that the Commonwealth and the Government "have established a constructive and productive relationship concerning the management and remediation of the leased property." This is but one in a long history of cases where of the military has not acted in good faith with either the Commonwealth or the people living in the communities.

--The address of the Commonwealth, and the "Lessor" named in the proposed lease documents, is the Massachusetts National Guard Headquarters in Milford, Massachusetts. This implies that an agent funded by and subordinate to the Department of Defense represents and speaks for the Commonwealth, to the exclusion of numerous other agencies and representatives closer to the public interest, not to mention the citizens themselves.

--There is no explanation as to why the Center for Homeland Security has to be at the MMR. Any fair presentation would include a weighing of other alternatives. Could the Center be located somewhere else? Would the alternative of turning Camp Edwards into a non-military wildlife reserve be preferable?

Given the existence of alternative training sites, the sensitivity of the Upper Caper's sole-source aquifer, and the state's interest in protecting the water supply and habitat, it is unclear why a lease extension should be even be considered.

--There is no requirement in the lease that the military pay the four towns occupied by the base for all past and future water supplies lost to base pollution.

--There is no requirement in the lease whereby the military will clean up all past and yet-to-be-discovered pollution at MMR.

--Discussion of the lease extension should not go forward until there is a strict guarantee that the military, under both CERCLA and Safe Drinking Water Act investigations and cleanups, will treat all contaminated water to non-detect levels, without exception.

--There is no language to enable the Commonwealth to terminate the lease if, in the Commonwealth's opinion, the military doesn't meet certain requirements. The military, on the other hand, may terminate its lease with only one month's notice. This is unacceptable.

--There is no explanation of why the Department of Defense, which has an annual budget of nearly \$400 billion, is asked to pay a pittance for the rent of 22, 000 acres of state land. Until the mid-70's the rent was \$1/ year ; then it was changed to \$72,000/year, or \$3.27/ acre. Yet DoD is unable to make payments in lieu of taxes, or impact aid, to Bourne, and it has yet to make good on its promise of providing the towns with new water supplies totalling 10 million gallons/day. The town of Bourne is now forced to distribute water with low levels of perchlorate from the base because of the lack of an alternate water supply.

--There is no provision for meaningful public involvement in a lease extension for PAVE PAWS, once study information for that facility comes in. The promise of a one-shot "public meeting" on PAVE PAWS, like the one we had on June 30th for the all-MMR lease, is not enough.

--There is no evaluation of the environmental costs to date to residents of Cape Cod which military activities at the MMR are responsible for. These costs would be part of any fair presentation to the public who are being asked to weigh the military's future use of Cape Cod land well into the future.

--An assessment of natural resource damages has yet to be completed. An up-to-date assessment of health effects from base pollution has not been done. If the Commonwealth represented the interests of Upper Cape residents, it would require such work to be done, and it would weigh the results of such work in its evaluation of a lease extension.

To date, the public involvement process on the lease extension has been a sham. The Commonwealth has declared what is in the best interests of the people living in the communities around the MMR without even bothering to seriously consult that community, or deal with it in a fair and democratic manner.

Sincerely,

Richard Hugus  
James Kinney.

Alliance for Base Cleanup

