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February 27, 2017

Transmitted via electronic mail to:  
[ClerkofBoard@aqmd.gov](mailto:ClerkofBoard@aqmd.gov)

Board Members  
South Coast AQMD Hearing Board

Re: Order for Abatement, Case No. 137-76, in the matter of *South Coast Air Quality Management District vs. Southern California Gas Company, Aliso Canyon Storage Facility*

Honorable Board Members:

On behalf of the Porter Ranch Neighborhood Council,<sup>1</sup> I urge you to vote NO on terminating the Order for Abatement (Case No. 137-76) on the grounds that 1) the Health Study agreed to in the settlement agreement does not meet the minimum requirements of the Health Study stipulated in the Order and 2) that the agreement lacks any evidence that the \$1M allocation is commensurate with the scope of the health study stated in the agreement.

**1. Adequacy of the Health Study Scope defined in the Settlement Agreement**

The following is a direct quote from the Order for Abatement under the requirements of the Health Study (Page 10):

*“SoCalGas shall provide the District ... a written commitment for funding ... to conduct a health study on the potential impacts of the exposure to the constituents of the natural gas released from the Facility relating to the Well leak, including but not limited to tetrahydrothiophene and tertiary-butyl mercaptan, potentially affecting the nearby community. The health study shall also analyze any impacts from any odor suppressants or neutralizers, and their byproducts, if any, used to mitigate odors in the nearby community.”*

<sup>1</sup> The opinions expressed in this document are those of the Porter Ranch Neighborhood Council, and not necessarily those of the City of Los Angeles.

However, the settlement agreement limits the scope of the study to the following three activities:

1. *Use mathematical models to estimate the concentrations of chemicals in the community that may have emanated from the facility during the release*
2. *Conduct a verbal survey of the community*
3. *Using outcomes of other studies and reported literature, opine on whether the health symptoms reported by the members of the community under item 2 could be related to the levels projected in item 1.*

It does not take much to see that the three activities listed in the settlement agreement do not rise to the minimum requirements set by the Order. Specifically, the order requires that the Study include an *assessment of the impacts of the exposure*, and not just to quantify that exposure and opine about it. An assessment of the impacts of exposure requires an examination of the health and symptoms of exposed individuals by a medical professional, and not just a survey of symptoms reported by residents.

Moreover, the Order requires that the study evaluates the impact of exposure to “...*the constituents of the natural gas released from the Facility relating to the Well leak...*”. This requirement can only be met if SoCalGas identified the constituents of the natural gas released from the Facility between October 23 2015 and end of February 2016. These include chemicals that came up with the gas, as well as any and all chemicals that were used by SoCalGas to unsuccessfully stop the leak, which were discharged into the air with the gas as noted by SoCalGas. The settlement agreement does not identify these chemicals, and does not clearly state that all of these chemicals will be identified by the Gas Company in advance of the health study. Without this list, the health study cannot be conducted as required by the Order.

## ***2. Lack of Evidence that the Allocated Funding is Commensurate with the Scope of the Health Study***

The settlement agreement fails to demonstrate that the \$1M funding level set for the health study was commensurate even with the inadequate scope identified in the agreement. Since this study is supposed to be conducted by an independent third party, no where in the agreement does it state that a third party has been consulted on the cost of completing the scope identified in the agreement. Without a clear proposal from the entity that will conduct the study, the \$1M stated in the agreement is arbitrary and, therefore, does not meet the minimum requirements for a commitment to fund the study as stated.

Based on the above, the Board must see that the requirements of the Order for Abatement have not yet been satisfied, and therefore must vote NO on terminating the Order. Furthermore, the Neighborhood Council strongly urges the Board to exercise its authority

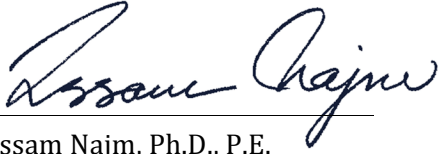
Porter Ranch Neighborhood Council

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over the proceeding by nullifying the Settlement Agreement between the two parties, and instructing the two parties to return to the negotiations table.

Respectfully Yours,

Porter Ranch Neighborhood Council

A handwritten signature in black ink, appearing to read "Issam Najm", written over a horizontal line.

Issam Najm, Ph.D., P.E.  
Board President

cc: PRNC Board Members  
State Senator Henry Stern, 27<sup>th</sup> District  
Los Angeles County Supervisor Kathryn Barger  
Los Angeles City Councilmember Mitchell Englander  
Los Angeles City Mayor Eric Garcetti