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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
C.A. No. 2184CV00584

COMMONWEALTH OF MASSACHUSETTS,)

Plaintiff,)

v.)

RAY SERVICES, INC., O'REILLY, TALBOT)
& OKUN ASSOCIATES, INC., ALLEGRONE)
CONSTRUCTION CO., INC., and SERVICE)
TRANSPORT GROUP, INC.,)

Defendants.)

CONSENT JUDGMENT BETWEEN
THE COMMONWEALTH OF
MASSACHUSETTS AND
ALLEGRONE CONSTRUCTION
CO., INC.

I. INTRODUCTION

WHEREAS, Plaintiff, the Commonwealth of Massachusetts ("Commonwealth"), acting by and through the Attorney General and the Massachusetts Department of Environmental Protection ("Department"), has filed a Complaint in this action alleging that in March 2019 Allegrone Construction Co., Inc., ("Allegrone") violated the Massachusetts Clean Air Act, G.L. c. 111, §§ 142A-O ("CAA") and its regulations at 310 C.M.R. § 7.15 ("Asbestos Regulations") at the former YMCA building located at 275 Chestnut Street in Springfield, Massachusetts ("Site");

WHEREAS, the Complaint alleges that Allegrone caused, suffered, allowed, or permitted asbestos abatement activity by its abatement subcontractor at the Site that violated the CAA and Asbestos Regulations, including that subcontractor's storage of asbestos-containing waste material in a rusted-through waste storage container located near a parking lot and playground and that subcontractor's removal of asbestos-containing fire-proofing material without wetting

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NOTICE TO THE PROVISIONS OF MASS. R. CIV. P. 17
AND NOTICE SEND TO PARTIES PURSUANT TO THE PRO
VISIONS OF MASS. R. CIV. P. 17 AND 18

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that material and containing the work area or storing that removed material in compliance with the requirements of the Asbestos Regulations;

WHEREAS, the Commonwealth's Complaint seeks injunctive relief and the assessment of civil penalties;

WHEREAS, Allegrone denies the Commonwealth's allegations and denies that it committed the violations in the Commonwealth's Complaint except that it admits that there are sufficient facts for jurisdiction and venue;

WHEREAS, the Commonwealth and Allegrone (collectively, the "Settling Parties") have reached an agreement to resolve the Commonwealth's claims against Allegrone, including an agreement on the amount of a civil penalty;

WHEREAS, the Settling Parties consent to the entry of this Consent Judgment without a trial on any issues and agree that the entry of this Consent Judgment is an appropriate means to resolve this case; and

WHEREAS, the Settling Parties agree that the settlement of this matter has been negotiated in good faith and at arm's length, that implementation of this Consent Judgment will avoid prolonged and complicated litigation between the Settling Parties, and that this Consent Judgment is consistent with the goals of the CAA and the Asbestos Regulations, and in the public interest.

NOW, THEREFORE, based on the Joint Motion of the Settling Parties for Entry of this Consent Judgment, and before taking any testimony and without the adjudication of any issue of fact or law except as provided in Section II (Jurisdiction and Venue), it is **ADJUDGED, ORDERED, AND DECREED**, as follows:

II. JURISDICTION AND VENUE

1. The Superior Court has jurisdiction over the subject matter of this action and over the parties to it pursuant to G.L. c. 12, §§ 5, 5C, 11D, G.L. c. 111, § 142A, and G.L. c. 214, §§ 1, 3. Venue is proper in Suffolk County pursuant to G. L. c. 223, § 5.
2. The Complaint alleges facts, which, if proven, would constitute good and sufficient grounds for the relief set forth in this Consent Judgment.

III. PARTIES BOUND

3. This Consent Judgment shall constitute a binding agreement between the Settling Parties, and Allegrone consents to its entry as a final judgment by the Court and waives all rights of appeal upon its entry on the docket. If the Superior Court declines to enter this Consent Judgment on any ground except one related to form, this Consent Judgment is voidable at the option of any of the Settling Parties within fourteen (14) days of the Court's decision. If, on the other hand, the Superior Court determines that substantive modifications to this Consent Judgment are necessary prior to the Court's entry of it, the Settling Parties shall enter into good faith negotiations to discuss the modifications, and this Consent Judgment shall be void unless the Commonwealth and Allegrone agree otherwise in writing within fourteen (14) days of the Court's decision.
4. The provisions of this Consent Judgment shall apply to and bind Allegrone, and any person or entity acting by, for, or through Allegrone, including Allegrone's managers, directors, officers, supervisors, employees, agents, servants, attorneys-in-fact, successors, and assigns, and those persons in active concert or participation with Allegrone who receive notice of this Consent Judgment.

5. Allegrone shall provide a true copy of this Consent Judgment to all of its managers, directors, officers, supervisors, employees, and agents whose duties might include compliance with any provision of this Consent Judgment. Allegrone shall also provide a copy of this Consent Judgment to any contractor retained to perform asbestos abatement activity on Allegrone's behalf.

6. Allegrone shall not violate this Consent Judgment, and Allegrone shall not allow its officers, directors, agents, servants, attorneys-in-fact, employees, successors, assigns, or contractors to violate this Consent Judgment. In any action to enforce this Consent Judgment, Allegrone shall not raise as a defense the failure by any of its managers, directors, officers, supervisors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Judgment.

7. In addition to any relief specifically provided in this Consent Judgment, Allegrone understands and agrees that violations of this Consent Judgment may be punishable by contempt.

IV. PAYMENT OF CIVIL PENALTIES

8. Allegrone shall pay to the Commonwealth a civil penalty pursuant to the CAA of one-hundred and fifty thousand dollars (\$150,000.00) in the following manner:

(a) Within twenty (20) days of the date that the Court enters this Consent Judgment onto the docket in this matter ("Entry Date"), Allegrone shall pay to the Commonwealth a forty thousand dollars (\$40,000.00);

(b) Within one (1) year of the Entry Date, Allegrone shall pay to the Commonwealth forty thousand dollars (\$40,000.00);

(c) Within two (2) years of the Entry Date, Allegrone shall pay to the Commonwealth thirty thousand dollars (\$30,000.00);

(d) The balance of the civil penalty, being forty thousand dollars (\$40,000.00), shall be suspended ("Suspended Penalty"). The Commonwealth shall waive this Suspended Penalty two (2) years from the Entry Date, provided that Allegrone has complied with all of the terms of this Consent Judgment. If the Commonwealth believes that Allegrone has not complied with all of the terms of this Consent Judgment, then it shall notify Allegrone in writing of that determination and Allegrone shall pay the Suspended Penalty to the Commonwealth within ten (10) days of the written determination, unless Allegrone requests reconsideration of the Commonwealth's determination pursuant to Section VIII (Dispute Resolution). If Allegrone requests reconsideration pursuant to Section VIII (Dispute Resolution) and the Commonwealth's determination ultimately becomes final or is otherwise upheld in whole or in part, Allegrone shall pay the Suspended Penalty to the Commonwealth within fifteen (15) days after the Commonwealth's determination is final or the Court's decision is entered on the docket.

9. Fifty-five thousand dollars (\$55,000.00) of the payment made pursuant to this Paragraph shall be deposited into the Environmental Justice Fund, Section 58 of Chapter 140 of the Acts of 2024, to be used consistent with the purposes of the Fund, to be administered and distributed by the Environmental Protection Division of the Attorney General's Office.

10. Allegrone shall make the above-described civil penalty payments by Electronic Funds Transfer ("EFT") to the Commonwealth of Massachusetts in accordance with current EFT procedures, using the following account information:

Commonwealth of Massachusetts, Office of the Attorney General
ABA#: 011075150
ACCOUNT#: 00088882022
SANTANDER BANK

75 STATE STREET
BOSTON, MA 02109
TIN: 046002284

and shall include the following in the payment information: “EPD, *Commonwealth v. Allegrone Construction Co., Inc.*, SUCV 2184-00584.” Any payments received by the Commonwealth after 4:00 P.M. (Eastern Time) will be credited on the next business day. At the time of payment, Allegrone shall send notice of payment by electronic mail, as set forth below in Section XI (Notices), and shall include in such notice the Payer’s Taxpayer Identification Numbers, the payment information described in this Paragraph, and the amount of the payment.

V. INJUNCTIVE RELIEF

11. For the purposes of this Section V, all terms that are defined by the CAA and the Asbestos Regulations shall have the meaning assigned to them in that act and those regulations.

12. Allegrone shall not cause, suffer, allow, or permit asbestos abatement activity, except in compliance with the CAA and the Asbestos Regulations.

13. For two (2) years from the Entry Date, Allegrone shall ensure that at any work site at which Allegrone performs asbestos abatement activity in the Commonwealth of Massachusetts that there is at least one supervising employee, agent, or consultant present who, during the year prior to such work, has successfully completed an asbestos supervisor training course that meets the requirements of 454 C.M.R. § 28.05(4)(b), and that is approved by the Massachusetts Department of Labor Standards (“DLS”) (“Training Course”) during any portion of the work constituting an asbestos abatement activity. If such supervising employee, agent, or consultant has previously completed a Training Course, then, instead of the Training Course, that individual may during the previous year take an asbestos supervisor retraining course that meets the requirements of 454 C.M.R. § 28.05(5)(b) and that is approved by DLS.

14. On or before April 15, 2025, Allegrone shall submit to the Department, with a copy to the Attorney General, a written certification that Allegrone has at least one supervising employee, agent, or consultant who has completed, within the preceding year, the Training Course, along with supporting documentation from the training provider (e.g., a certification of completion from the trainer). Allegrone may retain or employ an agent, consultant, or contractor for the purpose of complying with this requirement. For each of the two years following the Entry Date, within thirty (30) days of the anniversary date of the Entry Date, Allegrone shall submit to the Department, with a copy to the Attorney General, a written certification that it continues to employ or contract with at least one supervising employee, agent, or consultant who has met the training requirement contained in Paragraph 13, along with supporting documentation from the training provider (e.g., a certification of completion from the trainer) for each such employee.

VI. PRESERVATION OF RECORDS

15. In addition to complying with any other applicable local, State, or federal records preservation requirements, until five (5) years after the Entry Date, Allegrone shall preserve at least one legible copy of all documents in its possession, custody, or control that relate to the performance of Allegrone's obligations under this Consent Judgment. If Allegrone retains or employs any agent, consultant, or contractor for the purpose of complying with the terms of this Consent Judgment, then Allegrone's agreement or contract with the agent, consultant, or contractor shall require such person or persons to provide Allegrone with a copy of such documentation as is necessary to evidence that Allegrone has fulfilled its obligations under this Consent Judgment. This requirement includes electronic documents. Any copies of documents subject to this requirement may be maintained in an electronic format.

VII. INTEREST AND COLLECTIONS

16. If any payment required pursuant to this Consent Judgment is late or not made, Allegrone shall pay interest on any overdue amount for the period of such nonpayment at the annual rate of twelve percent (12%), pursuant to G.L. c. 231, § 6B, computed monthly and shall pay all expenses associated with collection by the Commonwealth of the unpaid amounts and interest for any period of nonpayment after the payment obligation becomes due, including reasonable attorneys' fees.

VIII. DISPUTE RESOLUTION

17. Unless otherwise provided in this Consent Judgment, the Dispute Resolution procedures in this Section shall be the exclusive mechanism for Allegrone to resolve disputes arising under or with respect to this Consent Judgment. These procedures, however, shall not apply to actions by the Commonwealth or the Department to enforce Allegrone's obligations under the Consent Judgment.

18. If Allegrone disagrees with a written determination of the Commonwealth or the Department, then Allegrone may, within thirty (30) days of the date of the determination, request reconsideration of the determination by submitting to the Department, with a copy to the Attorney General, any information or material it believes demonstrates that the Department's or the Commonwealth's determination was erroneous. Unless otherwise provided in this Consent Judgment, Allegrone's failure to submit a request for reconsideration within the period specified in this Paragraph shall constitute a waiver of Allegrone's ability to seek reconsideration and, in that case, the Department's or the Commonwealth's determination shall be final and unreviewable. If, after consideration of a timely request for reconsideration, the Department or the Commonwealth decides to affirm, in whole or in part, the agency's original determination,

then the Department or the Commonwealth shall notify Allegrone of its determination on reconsideration.

19. The Department's or the Commonwealth's determination on reconsideration shall be final unless Allegrone seeks judicial review of the dispute by filing with the Court and serving on the Commonwealth, in accordance with Section XI (Notices), a motion in this case requesting judicial resolution of the dispute within fourteen (14) days of receipt of the Department's or the Commonwealth's determination. In an action for judicial review under this Section, Allegrone shall bear the burden of demonstrating that the Department's or the Commonwealth's determination on reconsideration was arbitrary and capricious or otherwise not in accordance with law. Allegrone's motion and supporting memorandum shall not raise any new issues or be based on new facts or information that Allegrone did not present previously to the Department or the Commonwealth during the dispute resolution process described in this Section.

IX. EFFECT OF CONSENT JUDGMENT

20. Upon compliance with the requirements of this Consent Judgment, (a) this Consent Judgment shall resolve Allegrone's liability for the specific legal claims alleged against it in the Complaint and (b) the Commonwealth shall release Allegrone from liability for the legal claims alleged against Allegrone in the Complaint.

21. Nothing in this Consent Judgment, or any permit or approval issued by the Department: (a) shall bar any action by the Commonwealth on any legal claim not specifically pleaded in the Complaint or for any violations not revealed to the Commonwealth; (b) shall be deemed to excuse noncompliance by Allegrone or any of the persons or entities otherwise bound by this Consent Judgment with any law or regulation; or (c) shall preclude a separate or ancillary action by the Commonwealth to enforce the terms of this Consent Judgment, or any permit or

other approval issued by the Department. The Commonwealth expressly reserves all claims for injunctive relief for violations of all of the statutes and regulations referred to in this Consent Judgment, whether related to the specific legal claims resolved by this Consent Judgment or otherwise.

22. Nothing in this Consent Judgment shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Judgment.

X. MISCELLANEOUS

23. Allegrone understands and agrees that, pursuant to 11 U.S.C. § 523(a)(7), the civil penalty and any other costs or sums that Allegrone may be required to pay under this Consent Judgment are not subject to discharge in any bankruptcy.

24. Allegrone shall pay all expenses, including reasonable attorneys' fees and costs, incurred by the Commonwealth in the enforcement of this Consent Judgment.

25. Allegrone waives entry of findings of fact and conclusions of law pursuant to Rule 52 of the Massachusetts Rules of Civil Procedure.

26. The titles in this Consent Judgment have no independent legal significance and are used merely for the convenience of the Parties.

27. Massachusetts law shall govern the interpretation and enforcement of this Consent Judgment.

28. In computing any period of time under this Consent Judgment, where the last day would fall on a Saturday, Sunday, or State or Federal holiday, the period shall run until the close of business of the next business day.

29. This Consent Judgment shall be effective when the Court enters the Consent Judgment on the docket.

XI. NOTICES

30. Unless otherwise specified in this Consent Judgment, notices and submissions required by this Judgment shall be made in writing by first class mail and electronic mail to the following addresses:

For the Attorney General's Office and the Commonwealth:

Louis Dundin
Assistant Attorney General
Deputy Division Chief
Tracy Triplett
Assistant Attorney General
Environmental Protection Division
Office of the Attorney General
One Ashburton Place, 18th Floor
Boston, MA 02108
Tracy.Triplett@mass.gov
Louis.Dundin@mass.gov

For the Department:

Christine Lebel
Chief Regional Counsel
Western Regional Office
Massachusetts Department of
Environmental Protection
436 Dwight Street, 5th Floor
Springfield, MA 01103
Christine.Lebel@mass.gov

For Allegrone:

James W. Culliton
Berkshire Design Center
150 Pittsfield Road, Suite A
Lenox, MA 01240
jwculliton@allegrone.com

With a copy to:

William E. Martin
Martin Law Offices
36 Cliffwood Street
Lennox, MA 01240
wem@martinlawofficespc.com

Douglas T. Radigan
Prince Lobel Tye LLP
120 Front Street – Suite 830
Worcester, MA 01608

or, to such other place or to the attention of such other individual as a Party may from time to time designate by written notice to the other Party to this Consent Judgment.

XII. INTEGRATION

31. Except as expressly set forth in this Consent Judgment, this Consent Judgment sets forth all of the obligations of the Settling Parties and represents the complete and exclusive statement of the Settling Parties with respect to the terms of the settlement agreement embodied by this Consent Judgment; any other representations, communications, or agreements by or between the Settling Parties shall have no force or effect.

XIII. MODIFICATION

32. The terms of this Consent Judgment may be modified only by a subsequent written agreement signed by the Settling Parties. Where the modification constitutes a material change to any term of this Consent Judgment, it shall be effective only by written approval of the Settling Parties and the approval of the Court. The Commonwealth's decision to extend a deadline in this Consent Judgment shall not constitute a material change for purposes of this Paragraph.

XIV. AUTHORITY OF SIGNATORY

33. The person signing this Consent Judgment on behalf of Allegrone acknowledges:
(a) that they have personally read and understand each of the numbered Paragraphs of this Consent Judgment, including any Appendices attached to it; (b) that, to the extent necessary, Allegrone's managers, directors, officers, and shareholders have consented to Allegrone entering into this Consent Judgment and to its entry as a Final Judgment; and (c) that they are authorized to sign and bind Allegrone to the terms of this Consent Judgment.

XV. RETENTION OF JURISDICTION

34. The Court shall retain jurisdiction over this case for purposes of resolving disputes that arise under this Consent Judgment, entering orders modifying this Consent Judgment, or effectuating or enforcing compliance with the terms of this Consent Judgment and any approvals, or directives issued by the Department pursuant to the terms of this Consent Judgment.

XVI. FINAL JUDGMENT

35. Upon approval and entry of this Consent Judgment by the Court, this Consent Judgment shall constitute a Final Judgment of the Court.

IT IS SO ORDERED. JUDGMENT is hereby entered in accordance with the foregoing.

By the Court:



JUSTICE, SUPERIOR COURT

4/25/25
Date

The Undersigned Parties enter into this Consent Judgment in the matter of
Commonwealth v. Ray Services, Inc., et al., No. 2184CV00584 (Suffolk Superior Court).

FOR THE COMMONWEALTH OF
MASSACHUSETTS

ANDREA JOY CAMPBELL
ATTORNEY GENERAL

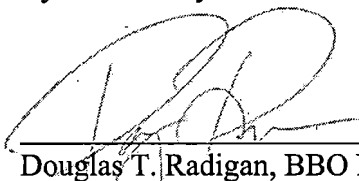
/s/ Tracy Triplett

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Dated: April 2, 2025

FOR ALLEGRONE CONSTRUCTION CO.,
INC.

By its Attorneys



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Dated: April 3, 2025