

**COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In the matter of:

WHEELABRATOR SAUGUS INC.

Enforcement Document Number:

00004392

Issuing Bureau: BAW

Issuing Region/Office: NERO

Issuing Program: SW

Primary Program Cited: SW

FMF/Program ID # 39704

ELEVENTH AMENDMENT TO ADMINISTRATIVE CONSENT ORDER

I. THE PARTIES

1. The Department of Environmental Protection ("Department" or "MassDEP") is a duly constituted agency of the Commonwealth of Massachusetts established pursuant to M.G.L. c. 21A, § 7. MassDEP maintains its principal office at One Winter Street, Boston, Massachusetts 02108, and its Northeast Regional Office at 205 Lowell St, Wilmington, MA 01887.
2. Wheelabrator Saugus Inc. ("Respondent") (formerly known as Refuse Energy Systems Company) is a foreign corporation registered in the Commonwealth whose principal office is located at 100 Arboretum Drive, Suite 310, Portsmouth, NH 03801. WSI's mailing address for purposes of this Consent Order is 100 Arboretum Drive, Suite 310, Portsmouth NH 03801.

II. STATEMENT OF FACTS AND LAW

3. MassDEP is responsible for the implementation and enforcement of M.G.L. c. 111, §§150A and 150A½ and the Solid Waste Management Regulations at 310 CMR 19.000. MassDEP has authority under M.G.L. c. 21A, § 16 and the Administrative Penalty Regulations at 310 CMR 5.00 to assess civil administrative penalties to persons in noncompliance with the laws and regulations set forth above.
4. The following facts have led the Department to issue this Eleventh Amendment to Administrative Consent Order ("Eleventh Amendment"):
 - A. Respondent owns and operates the Wheelabrator Saugus Energy from Waste (EfW) facility. Adjacent to the EfW facility is the Saugus Ash Monofill (Landfill) which is

dedicated to accepting ash residue from the EFW facility.

- B. On June 29, 1989, the Department issued, and Respondent consented to, an Administrative Consent Order, as amended by instruments dated (i) January 18, 1991, (ii) January 18, 1994, (iii) March 15, 1994, (iv) February 20, 1996, (v) May 16, 1996, (vi) May 28, 1996, (vii) August 13, 1996, (viii) November 12, 2002, (ix) May 23, 2008, and (x) January 9, 2015 ("the Amended Consent Order").
- C. As required by Paragraph 8 of the Amended Consent Order, Respondent has previously submitted a Final Engineering Plan and various amendments to the Department, the Department has approved such plan and amendments, and Respondent has constructed and operated the Landfill in accordance with such approvals. The Amended Consent Order mandates a Final Engineering Plan that provides for a final cover slope of not less than two percent (2%), and no greater than three horizontal to one vertical (3:1), unless a lesser percent or greater horizontal to vertical ratio is approved by the Department, and a maximum height at the Landfill of 50 feet MSL.
- D. In the May 23, 2008 amendment to the Amended Consent Order, the Department and Respondent agreed to adjust the grade of a portion of the interior slope of the Landfill while maintaining a final cover slope throughout the Landfill of not less than two percent and no greater than three horizontal to one vertical, without adjusting the maximum height of the Landfill. Respondent has implemented that change on the approved portion of the interior slope and the Department acknowledges that Respondent has previously fully funded the mitigation commitment set forth in Paragraph 8.C.(1)(d) of the Amended Consent Order.
- E. Pursuant to the Massachusetts Environmental Policy Act (MEPA), in the summer of 2016 Respondent submitted an Environmental Notification Form (ENF) to the Secretary of Energy and Environmental Affairs seeking review of a proposal to further adjust interior slopes of the Landfill. Following a site visit and public review and comment, on August 5, 2016, the Secretary issued a Certificate on the ENF concluding that the ENF had adequately defined the project and identified measures to mitigate impacts and that the proposal could proceed to permitting.
- F. On April 21, 2017, Respondent submitted an application to the Department for a Major Permit Modification to the Landfill's solid waste permit, seeking revisions to the Final Engineering Plan ("the Application"). The proposed modification would allow for an adjustment to additional areas of the interior slope of the Landfill consistent with the MEPA ENF description such that existing final cover materials previously placed on interior slopes would be removed and additional ash would be deposited on certain interior slopes within the Landfill while maintaining a final cover slope of not less than two percent (2%), and no greater than three horizontal to one vertical (3:1), with no change to the maximum height of 50 feet MSL. If permitted, these modifications would allow Respondent to maximize the use of the disposal capacity available at the Landfill

while maintaining compliance with all performance requirements of the Amended Consent Order and the Department's regulations.

- G. The Department finds that the implementation of the provisions contained herein would constitute all feasible means to minimize and mitigate environmental impacts that may result from the continuation of ash landfill operations at the Landfill if the Department approves the modification of the FEP in accordance with 310 CMR 19.033.
- H. This Amendment documents the procedure for modification of the FEP, if authorized by the Department in response to Respondent's pending permit modification application in accordance with 310 CMR 19.033, and provides mitigation for such continued use of the Landfill, if so authorized.

III. DISPOSITION AND ORDER

For the reasons set forth above, MassDEP hereby issues, and Respondent hereby consents to, this amendment to the Amended Consent Order:

5. The parties have agreed to enter into this Eleventh Amendment because they agree that it is in their own interests, and in the public interest, to proceed promptly with the actions called for herein rather than to expend additional time and resources litigating the matters set forth above. Respondent enters into this Eleventh Amendment without admitting or denying the facts or allegations set forth herein. However, Respondent agrees not to contest such facts and allegations for purposes of the issuance or enforcement of this Eleventh Amendment.

6. MassDEP's authority to issue this Eleventh Amendment is conferred by the statutes and regulations cited in Part II of this Eleventh Amendment.

7. MassDEP and Respondent agree to amend the Amended Consent Order as follows:

- A. Paragraph 8 of the Amended Consent Order, is hereby amended by inserting after Paragraph 8.C.(1)(k) the following Paragraph 8.C.(1)(l) through Paragraph 8.C.(1)(t):

(l) Within 30 days following the later to occur of (a) the Department's issuance of a final decision approving the Application (if any) and the expiration of all applicable appeal periods without any challenge to the decision, and (b) if any legal action is filed challenging the Department's final decision approving the Application, following any final judicial decision upholding the Department's final decision, Respondent shall elect to proceed with the work described in the Department's final decision by issuing a written notice to proceed to the Department and to the Saugus Board of Health, indicating that Respondent has elected to proceed with the work described in the Department's final decision (the "Notice to Proceed"). If Respondent does not elect to proceed with such work by filing the Notice to Proceed within such 30-day period, the Department's final decision approving the Application shall be deemed null and void and Respondent's Application shall be deemed to

have been withdrawn. If Respondent elects to proceed with the work within such 30-day period, Respondent shall thereafter provide to the Department, to hold in trust pursuant to M.G.L. c.6A, § 6, or any other applicable law, or to any entity or entities designated by the Department, upon reasonable notice and as directed or approved by the Department, a total of two million five hundred thousand dollars (\$2,500,000.00) (hereinafter “the 2017 Rumney Marshes Account”), adjusted as set forth in Paragraph 8.C.(1)(n) below, for work related to the preservation, restoration or conservation of the Rumney Marshes Area of Environmental Concern (“the Mitigation Commitment”). All funds to be provided shall be paid in accordance with the provisions of Paragraph 8.C.(1)(r), Paragraph 8.C.(1)(t) and Paragraph 8.C.(1)(u) below.

(m) The Department will have sole discretion to select one or more projects for funding consistent with the purposes of the 2017 Rumney Marshes Account, as set forth in Paragraph 8.C.(1)(l) above. As of the date of execution of this Eleventh Amendment, the Department intends, but it is not bound, to use the 2017 Rumney Marshes Account to fund the implementation of a Department-approved Phase IV Remedy Implementation Plan for the so-called Dewey Daggett landfill site adjacent to the Landfill in Saugus, Massachusetts (the “Daggett Site”), in accordance with M.G.L. c. 21E and the Massachusetts Contingency Plan, 310 CMR 40.0000 (hereinafter “the Daggett Site Remedy Implementation Project” or “the Project”).¹ Respondent shall in no event be required to undertake any portion of the work required to complete the Project other than to provide funding as set forth in Paragraphs 8.C.(1)(l) above and Paragraph 8.C.(1)(t) and Paragraph 8.C.(1)(u) below and to process and/or dispose of an estimated 13,600 cu. yds. of soil and refuse at the Facility and/or Landfill as set forth in Paragraph 8.C.(1)(o) below. Notwithstanding the foregoing, the Department reserves the right to use the 2017 Rumney Marshes Account to fund one or more alternate projects consistent with the purposes of the 2017 Rumney Marshes Account in lieu of the Daggett Site Remedy Implementation Project.

(n) The 2017 Rumney Marshes Account, as reduced by any expenditures to such date, shall be multiplied by an annual escalation factor that is adjusted as of January 1 of each year, commencing on January 1, 2019, in accordance with the following formula:

¹ In May 2002, after public notice and opportunity for comment, the Executive Office of Environmental Affairs issued the final *Rumney Marshes Area of Critical Environmental Concern: Salt Marsh Restoration Plan* (“the SMRP”), prepared by the Massachusetts Department of Environmental Management Areas of Critical Environmental Concern Program on behalf of the Rumney Marshes ACEC Salt Marsh Restoration Task Group (“Task Group”), an inter-agency working group of municipal, state and federal officials, and representatives from local advocacy groups. The SMRP highlights, amongst other restoration projects, the need for aggressive action to stabilize the slope of the Dewey Daggett Landfill to improve water quality in the Pines River.

[Balance of 2017 Rumney Marshes Account remaining as of January 1] x [1 + (Δ CPI)]
where Δ CPI shall be:

$$\frac{CPI_X - CPI_{BASE}}{CPI_{BASE}}$$

and where:

CPI = CPI Urban Wage Earners and Clerical Workers - Northeast Urban;
CPI_{BASE} = Previous year's CPI as of January; and
CPI_X = The CPI published for January in each adjustment year.

The "2017 Rumney Marshes Account" shall mean such amount as escalated in accordance with this paragraph.

(o) Without limiting the foregoing, if the Department undertakes the Daggett Site Remedy Implementation Plan Project, Respondent agrees to process and/or dispose of an estimated 13,600 cu. yds. of soil and refuse at the Facility and/or Landfill, provided such processing and/or disposal is approved by the Department and in accordance with the Department's directions, such material to be removed during construction of the armored bank system, and from downgradient areas where refuse has eroded and migrated into the intertidal zone of the Pines River, in accordance with a Department-approved Phase IV Remedy Implementation Plan at the Daggett Site. To the extent such soil and refuse excavated from the Daggett Site during the Project are actually processed at the Facility and/or disposed of in the Landfill, the costs incurred by Respondent to process and/or dispose of such material will not be counted towards the amount of funding Respondent has agreed to make available for the Project but will in all other respects be considered part of the Mitigation Commitment.

(p) In accordance with M.G.L. c. 21E, § 5, the Department hereby acknowledges that the Department does not consider Respondent liable under M.G.L. c. 21E for the release or threat of release of any oil or hazardous material currently present at the Daggett Site, and the Department does not intend that Respondent or any affiliates of Respondent carrying out requirements of this Amended Consent Order become liable under M.G.L. c. 21E by virtue of providing funding to the Department or to any third party as directed by the Department which may be used to pay for response actions at the Daggett Site or by processing and/or disposing of an estimated 13,600 cu. yds. of soil and refuse at the Facility and/or Landfill in accordance with the Department's directions.

(q) In the event the Department denies the Application, or the Department's final decision granting the Application is either voided or remanded following completion of judicial review, or Respondent elects not to proceed with the work described in the Department's final decision on the Application, Respondent shall not be required to make any payments towards the Mitigation Commitment pursuant to Paragraph 8.C.(1)(l), and in such event Respondent shall have no obligations under Paragraphs 8.C.(1)(l) – 8.C.(1)(o) and

8.C.(1)(t).

(r) The parties agree that Respondent shall have no obligation with respect to the Daggett Site Remedy Implementation Project following the issuance of the Notice to Proceed other than the Mitigation Commitment funding requirement specified in Paragraph 8.C.(1)(l) above, and the disposal requirement specified in Paragraph 8.C.(1)(o) above. Notwithstanding any other provision of the Eleventh Amendment, in the event Respondent is prohibited by any order or decision of a court of competent jurisdiction from using all or any portion of the additional Landfill disposal capacity intended to be created by the Application (the "Additional Landfill Space"), and provided such event is beyond the control and, solely in the case of any order or decision resulting or arising from an action or claim filed by a federal or state governmental authority, without the fault of Respondent, (i) Respondent's future obligation to provide the funding contemplated by Paragraph 8.C.(1)(l) above will be deemed reduced by an amount that is proportional to any reduction in use of the Additional Landfill Space that results from such order, action or decision, and (ii) Respondent's future obligation to dispose of soil and refuse from the Daggett Site as contemplated by Paragraph 8.C.(1)(o) will be suspended as of the effective date of such order, action or decision; provided, however, that nothing herein shall be construed to require the Commonwealth of Massachusetts or the Department or any state government employees to indemnify Respondent for any past payments made in excess of such proportional amount.

(s) The Department agrees consistent with Paragraph 8.C.(1)(p) above that Respondent and any affiliates of Respondent carrying out requirements of the Amended Consent Order are not, and will not become, parties liable to the Commonwealth under M.G.L. c.21E, Section 5, or any other law, with respect to the Site by virtue of their activities undertaken in good faith to address the requirements of this Amended Consent Order and any other directions from the Department. Notwithstanding any other provision of the Amended Consent Order to the contrary, no provision of the Eleventh Amendment to the Amended Consent Order should be construed to relieve any other person who is liable to the Commonwealth under M.G.L. c. 21E, or any other law, for the Department's response action costs, or for damages for injury to and for destruction or loss of natural resources, of any such liability. In the event that, subsequent to the effective date of this Amendment, the Department recovers any or all of the costs incurred in carrying out the Project from any other person or entity liable for such costs under M.G.L. c. 21E, or any other law, regardless of the Department's access to or use of the Mitigation Commitment rather than traditional sources of government funding for such work, then any such sum so recovered, up to the amount actually expended from the Mitigation Commitment, may be held in trust pursuant to M.G.L. c. 6A, § 6, or in accordance with other applicable law, and from which both principal and interest may be used either to compensate the Department for its costs or to fund other mitigation measures related to the preservation, restoration or conservation of the Rumney Marshes ACEC, to the extent authorized by law.

(t) Notwithstanding Paragraph 8.C.(1)(l), in the event the Department issues a final decision that grants the Application, then thirty (30) days or more after the date of such decision, as directed by the Department, Respondent agrees to provide funding up to one hundred thousand dollars (\$100,000), for work related to implementation of the Daggett Site Remedy Implementation Project as such costs are incurred. Such payments shall be provided to any government or private entity, third party engineering firm(s) or environmental consultant(s) within 21 days of receipt of a written request for payment. All such funds to be provided shall be paid in accordance with the provisions of Paragraph 8.C.(1)(u) below. The 2017 Rumney Marshes Account shall be reduced by the amount of any such payments.

(u) The Department agrees to provide written notice to Respondent in the event the Department exercises its right to use the 2017 Rumney Marshes Account to fund one or more alternate projects consistent with the purposes of the 2017 Rumney Marshes Account in lieu of the Daggett Site Remedy Implementation Project (the "Election Notice"). Such notice may be provided to Respondent no earlier than the later to occur of (i) the Department's receipt of a Notice to Proceed from Respondent as set forth in Paragraph 8.C.(1)(l), and (ii) the completion of the work on the initial evaluation of the Daggett Site Remedy Implementation Project contemplated for the funding provided in Paragraph 8.C.(1)(t). Provided the timing of such Election Notice complies with the prior sentence, such notice may be given either before or after the Department commences the Daggett Site Remedy Implementation Project as provided by this Eleventh Amendment. If the Department uses the 2017 Rumney Marshes Account to fund the Daggett Site Remedy Implementation Project, then Respondent agrees to provide funding up to the balance of the 2017 Rumney Marshes Account, adjusted as set forth in Paragraph 8.C.(1)(n) above, as such costs are incurred. Such payments shall be provided to any government or private entity, third party engineering firm(s) or environmental consultant(s) within 21 days of receipt of a written request for payment. If the Department decides to use the 2017 Rumney Marshes Account to fund one or more alternate projects in lieu of undertaking or completing the Daggett Site Remedy Implementation Project, then Respondent agrees to pay the remaining balance of the 2017 Rumney Marshes Account, as reduced by any expenditures to date, in two equal payments. The first payment will be paid within 60 days of the date of the Election Notice and the second payment will be paid within 365 days of such date. The Department shall hold such amounts in trust pursuant to M.G.L. c. 6A, § 6, or in accordance with other applicable law, and from which both principal and interest may be expended for work related to the preservation, restoration or conservation of the Rumney Marshes ACEC by the Commissioner of the Department or the Secretary of Environmental Affairs.

The Department's requests for payment shall be made in writing and sent by United States mail, postage prepaid, to Plant Manager, Wheelabrator Saugus Inc., 100 Salem Turnpike, Saugus, MA 01906, or to any other address provided to the Department by Respondent pursuant to the notice provisions of this Eleventh Amendment.

Respondent agrees to document all credits to the Mitigation Commitment and to maintain a current accounting ledger that itemizes the transactions posted in order by date and provides an aggregate total of the amounts spent. Respondent agrees to send the Department photocopies or portable document format files of such documentation and accounting ledger, upon request, as follows:

To the Department's Northeast Regional office:

Regional Director
MassDEP
Northeast Regional Office
205B Lowell Street
Wilmington, MA 01887

Alternatively, such submittals may be sent electronically to an address specified by the Regional Director in writing.

8. This Eleventh Amendment shall be deemed incorporated into the Amended Consent Order, which in all other respects shall remain in full force and effect, and shall be enforceable thereunder.

9. Unless submitted via eDEP or except as otherwise provided herein, all notices, submittals and other communications required by this Eleventh Amendment shall be directed to:

Solid Waste Section Chief
MassDEP
Northeast Regional Office
205B Lowell Street
Wilmington, MA 01887

Such notices, submittals and other communications shall be considered delivered by Respondent upon receipt by the Department.

10. Actions required by this Eleventh Amendment shall be taken in accordance with all applicable federal, state, and local laws, regulations and approvals. This Eleventh Amendment shall not be construed as, nor operate as, relieving Respondent or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals.

11. Respondent understands, and hereby waives, its right to an adjudicatory hearing before the Department on, and judicial review of, the issuance and terms of this Eleventh Amendment and to notice of any such rights of review. This waiver does not extend to any other order issued by the Department.

12. This Eleventh Amendment may be modified only by written agreement of the parties hereto.

13. The Department hereby determines, and Respondent hereby agrees, that any deadlines set forth in this Eleventh Amendment constitute reasonable periods of time for Respondent to take the actions described.

14. The provisions of this Eleventh Amendment are severable, and if any provision of this Eleventh Amendment or the application thereof is held invalid, such invalidity shall not affect the validity of other provisions of this Eleventh Amendment, or the application of such other provisions, which can be given effect without the invalid provision or application, provided however, that the Department shall have the discretion to void this Eleventh Amendment in the event of any such invalidity.

15. Nothing in this Eleventh Amendment shall be construed or operate as barring, diminishing, adjudicating or in any way affecting (i) any legal or equitable right of the Department to issue any additional order or to seek any other relief with respect to the subject matter covered by this Eleventh Amendment, or (ii) any legal or equitable right of the Department to pursue any other claim, action, suit, cause of action, or demand which the Department may have with respect to the subject matter covered by this Eleventh Amendment, including, without limitation, any action to: (a) enforce this Eleventh Amendment in an administrative or judicial proceeding; (b) recover from parties other than the Respondent costs incurred by the Department in connection with response actions conducted at the Daggett Site; and (c) recover from parties other than the Respondent damages for injury to and for destruction or loss of natural resources pursuant to M.G.L. c. 21E, § 5 or 42 U.S.C. 9601, et seq. To the extent that the Department seeks to pursue other claims, actions, suits, causes of action or demands against Respondent, Respondent reserves all rights that it may have to appeal or defend itself. Notwithstanding the foregoing, the Department agrees that it will not seek to obtain further mitigation costs from Respondent for the authorization addressed in the Application beyond those identified in this Eleventh Amendment, provided that Respondent satisfies the terms and conditions of this Eleventh Amendment.

16. This Eleventh Amendment shall not be construed or operate as barring, diminishing, adjudicating, or in any way affecting, any legal or equitable right of the Department or Respondent with respect to any subject matter not covered by this Eleventh Amendment.

17. This Eleventh Amendment shall be binding upon Respondent and upon Respondent's successors and assigns. Respondent shall not violate this Eleventh Amendment and shall not allow or suffer Respondent's members, managers, employees, agents, Respondents or consultants to violate this Eleventh Amendment. Until Respondent has fully complied with this Eleventh Amendment, Respondent shall provide a copy of this Eleventh Amendment to each successor or assignee at such time that any succession or assignment occurs.

18. If Respondent violates Paragraphs 8.C.(1)(l) through 8.C.(1)(o) of the Amended Consent Order, Respondent shall pay stipulated civil administrative penalties to the Commonwealth as follows: (i) for any late payment required by the Eleventh Amendment, in the amount of \$100.00 per day for each day each such violation continues; (ii) for any other obligation in the Eleventh Amendment, Respondent shall pay stipulated civil administrative penalties in the following amounts:

<u>Period of Violation</u>	<u>Penalty per day</u>
1 st through 15 th days	\$250 per day
16 th through 30 th days	\$500 per day
31 st day and thereafter	\$1,000 per day.

Stipulated civil administrative penalties shall begin to accrue on the day a violation occurs and shall continue to accrue until the day Respondent corrects the violation or completes performance, whichever is applicable. Stipulated civil administrative penalties shall accrue regardless of whether the Department has notified Respondent of a violation or act of noncompliance. All stipulated civil administrative penalties accruing under this Eleventh Amendment shall be paid within thirty (30) days of the date the Department issues Respondent a written demand for payment. If simultaneous violations occur, separate penalties shall accrue for separate violations of this Eleventh Amendment. The payment of stipulated civil administrative penalties shall not alter in any way Respondent's obligation to complete performance as required by this Eleventh Amendment. The Department reserves its right to elect to pursue alternative remedies and alternative civil and criminal penalties which may be available by reason of Respondent's failure to comply with the requirements of this Eleventh Amendment. In the event the Department collects alternative civil administrative penalties, Respondent shall not be required to pay stipulated civil administrative penalties pursuant to this Eleventh Amendment for the same violations.

Respondent reserves whatever rights it may have to contest the Department's determination that Respondent failed to comply with this Eleventh Amendment and/or to contest the accuracy of the Department's calculation of the amount of the stipulated civil administrative penalty. Upon exhaustion of such rights, if any, Respondent agrees to assent to the entry of a court judgment if such court judgment is necessary to execute a claim for stipulated penalties under this Eleventh Amendment.

19. Failure on the part of the Department to complain of any action or inaction on the part of Respondent shall not constitute a waiver by the Department of any of its rights under this Eleventh Amendment. Further, no waiver by the Department of any provision of this Eleventh Amendment shall be construed as a waiver of any other provision of this Eleventh Amendment.

20. To the extent authorized by the current owner, Respondent agrees to provide the Department, and the Department's employees and contractors, access at all reasonable times to the Landfill for purposes of conducting any activity related to its oversight of this Eleventh Amendment provided that prior to any such contractors accessing the Landfill, such contractors

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shall provide to Respondent such indemnification and insurance as Respondent may reasonably require. Notwithstanding any provision of this Eleventh Amendment, the Department retains all of its access authorities and rights under applicable state and federal law.

21. This Eleventh Amendment may be executed in one or more counterpart originals, all of which when executed shall constitute a single Eleventh Amendment.

22. The undersigned certify that they are full authorized to enter into the terms and conditions of this Eleventh Amendment and to legally bind the party on whose behalf they are signing this Eleventh Amendment.

23. This Eleventh Amendment shall become effective on the date that it is executed by the Department.

NO FURTHER TEXT APPEARS ON THIS PAGE.

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Consented To:

WHEELABRATOR SAUGUS INC.

By:  _____

Michael F. O'Friel
Senior Vice President and General Counsel
100 Arboretum Drive, Suite 310
Portsmouth NH 03801
Federal Employer Identification No. 13-2740971

Date: *April 9, 2018*

Issued By:

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:  _____

Eric Worrall, Regional Director
MassDEP
Northeast Regional Office
205B Lowell Street
Wilmington, MA 01887

Date: *4/9/18*