

COMMONWEALTH OF MASSACHUSETTS

IN THE MATTER OF)	
RENAISSANCE STATION, LLC'S)	BROWNFIELDS COVENANT
REDEVELOPMENT OF 75 SOUTH MAIN)	NOT TO SUE AGREEMENT
STREET, ATTLEBORO, MASSACHUSETTS)	
)	MassDEP RTNS
)	4-228, 4-14970, 4-22928
)	

I. STATEMENT OF PURPOSE

A. This Agreement is made and entered into by and between the Office of the Attorney General (the "OAG") on behalf of the Commonwealth of Massachusetts (the "Commonwealth") and Renaissance Station, LLC, and its members ("Renaissance"). Collectively, the OAG and Renaissance are referred to as the "Parties."

B. This Agreement is entered into pursuant to the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, as amended and codified in Massachusetts General Laws Chapter 21E ("G.L. c. 21E"), and the OAG's Brownfields Covenant Not to Sue Agreement Regulations at 940 CMR 23.00 ("Brownfields Covenant Regulations"), with reference to the Massachusetts Contingency Plan, 310 CMR 40.0000 (the "MCP"). This Agreement relates to an approximately 1.4 acre parcel located at 75 South Main Street in Attleboro, Massachusetts, and its remediation and redevelopment (the "Project").

C. The Parties intend to set forth in this Agreement their respective duties, obligations and understanding so that the Project can contribute to the physical and economic revitalization of an area of Attleboro, Massachusetts. The Parties agree that this Agreement, pursuant to G.L. c. 21E, § 3A(j)(3), addresses potential claims by the Commonwealth as to Renaissance and is predicated upon the Renaissance's compliance with the terms and conditions of this Agreement.

D. The Parties agree that Renaissance's ability to conduct the Project may be contingent upon independent approval processes of other departments, agencies and instrumentalities of the federal, state and local governments. Nothing in this Agreement should be construed as an endorsement by the OAG of the proposed project for such approval processes. Renaissance's failure to secure independent governmental approvals for the Project shall not excuse Renaissance from performance of any requirements of G.L. c. 21E and the MCP.

E. The Commonwealth believes that this Agreement is fair, consistent with G.L. c. 21E and in the public interest, and has entered into this Agreement as part of an effort to revitalize an area of Attleboro, Massachusetts.

II. THE PARTIES

A. The OAG is a duly constituted agency of the Commonwealth of Massachusetts charged with the legal representation of the Commonwealth and maintains offices at One Ashburton Place, Boston, Massachusetts 02108. Included within the OAG's authority is the authority to enter into Brownfields Covenant Not to Sue Agreements pursuant to G.L. c. 21E, § 3A(j)(3).

B. Renaissance is a limited liability company with its principal place of business in Mansfield, Massachusetts. Renaissance shall undertake the Project as discussed in Section IV.A.2. of this Agreement.

III. STATEMENT OF FACT AND LAW

A. The Commonwealth enters into this Agreement pursuant to its authority under G.L. c. 21E, § 3A(j)(3), and the Brownfields Covenant Regulations.

B. Unless otherwise expressly provided, terms used in this Agreement which are defined in the Brownfields Covenant Regulations shall have the meaning assigned to them under such regulations. Terms not defined in the Brownfields Covenant Regulations, but defined under G.L. c. 21E and/or the MCP, shall have the meaning assigned to them under G.L. c. 21E and/or the MCP. Terms used in this Agreement which are defined in the Brownfields Covenant Regulations, G.L. c. 21E, the MCP, as well as those defined in this Agreement, are capitalized.

C. The Property is an approximate 1.4-acre parcel located at 75 South Main Street in Attleboro, Massachusetts. The most recent uses of the Property were operations by Automatic Machine Products ("AMP"), which manufactured screw machine products for various applications, including refrigeration and heating systems, and which operated from approximately 1925 until 2007. The Property is presently owned by the Attleboro Redevelopment Authority ("ARA"), which acquired the Property in 2009. The Property is more fully described in Exhibit A, which is attached and incorporated into this Agreement. The principal chemicals of concern at the Property are trichloroethylene ("TCE") and petroleum hydrocarbons.

D. The Massachusetts Department of Environmental Protection ("MassDEP") has received notice of Releases of Oil and/or Hazardous Materials ("OHM") at the Property. The areas where OHM have come to be located as a result of the Releases were assigned Release Tracking Numbers ("RTNs") 4-228, 4-14970 and 4-22928 and constitute the "Site," as that term is defined at 310 CMR 40.0006, and which is known as the "AMP North Site" for the purposes of this Agreement. The AMP North Site is also the "property addressed" by this Agreement as the term "property addressed" is used at 940 CMR 23.08(1) in the Brownfields Covenant Regulations. The AMP North Site is more fully described in Exhibit B, which is attached and incorporated into this Agreement. Exhibit B describes the environmental conditions in detail, including the nature and extent of contamination detected at the AMP North Site, as well as the Response Actions undertaken at the AMP North Site and the regulatory status of each Response Action Outcome Statement ("RAO") assigned to the AMP North Site.

IV. COMMITMENTS AND OBLIGATIONS

In consideration of the representations made and promises exchanged by and between the Parties, each of them covenants and agrees to the terms and conditions which follow.

A. REPRESENTATIONS AND COMMITMENTS BY Renaissance

1. Renaissance represents that:
 - a. it is an Eligible Person;
 - b. it is not at the time of execution of this Agreement a person with potential liability for the AMP North Site pursuant to G.L. c. 21E;
 - c. it is not now nor has it ever been previously affiliated with any person having potential liability for the AMP North Site pursuant to G.L. c. 21E, except as set forth below;
 - d. its involvement with the AMP North Site has been limited to:
 - i. evaluating the Property for purposes of acquiring the Property;
 - ii. negotiating an agreement to acquire the Property; and
 - iii. communicating with the Commonwealth and local authorities with respect to the remediation and redevelopment of the Property;
 - e. none of Renaissance's activities has caused or contributed to the Release or Threat of Release of OHM at the AMP North Site under G.L. c. 21E and/or the MCP; and
 - f. Renaissance is not at the time of execution of this Agreement subject to any outstanding administrative or judicial environmental enforcement action arising under any applicable federal, state or local law or regulation.
2. Renaissance agrees to the following terms and conditions:
 - a. Renaissance shall endeavor to acquire ownership of the Property and, if it becomes an Owner and/or Operator of the Property, undertake the Project.

The Project involves the construction of a seven-story building. The lowest story constitutes parking, which is located below grade. The first story will contain 6,000 square feet of retail area, as well as certain amenities such as an exercise room and meeting rooms to serve the upper five floors. The upper five floors will consist of 80 one and two bedroom apartments.

There will be five units of affordable housing contained within this project. Three of the units will be designated for tenants who earn an income of not more than 120% of the median household income and two of the units will be designated for tenants who earn an income of not more the 50% of the median household income. The project also has been the recipient of an NSP-3 grant by the Federal Government through the City of Attleboro Community Development Program.

The redevelopment of the Property is expected to provide both immediate and long-term public benefits. Once the building is opened, the retail portion of the project is anticipated to create 10-15 new jobs. In addition, the management of the building will provide another 2-3 jobs. This project will increase tax revenue to the City of Attleboro substantially, as the current owner, the Attleboro Redevelopment Authority, is not a taxed entity. The covenant applicant, Renaissance, will be fully taxable. The building is expected to have an assessed value in excess of \$9 million.

The Attleboro Redevelopment Authority and the Greater Attleboro Taunton Regional Transit Authority (GATRA) are well underway with the redevelopment of the section of Attleboro abutting the Attleboro train station. The Property is part of the Brownfields Support Team Downtown Attleboro Redevelopment Project, and is the first parcel covered by that project to be released for redevelopment to a private developer. This building is expected to be the cornerstone of the redevelopment of downtown Attleboro. The Mayor of Attleboro, the Municipal Council of Attleboro, and the ARA all view this project as an exciting first step in redeveloping this area. Support for this project has been overwhelming from all municipal officials, as well as the public. The project has received variances and special permits from the Zoning Board of Appeals, an Order of Conditions, a Local Wetland Permit and a Stormwater Management Permit from the Attleboro Conservation Commission, and a Major Site Plan Review Permit from the Attleboro Planning Board.

b. If it becomes an Owner and/or Operator of the Property, Renaissance shall cooperate fully with the ARA in carrying out all Response Actions in accordance with G.L. c. 21E, the Standard of Care defined in G.L. c. 21E, and the MCP. If it becomes an Owner and/or Operator of the Property, Renaissance shall also cooperate fully with MassDEP.

c. To cooperate fully includes, without limitation:

i. providing prompt and reasonable access to any portion of the AMP North Site owned or operated by Renaissance to MassDEP for any purpose consistent with G.L. c. 21E and the MCP;

ii. complying with the Release notification provisions established by G.L. c. 21E and the MCP;

iii. responding in a timely manner to any request made by the MassDEP or OAG to produce information as required pursuant to G.L. c. 21E;

iv. taking reasonable steps to prevent the Exposure of OHM to people at the AMP North Site or portion of the AMP North Site under Renaissance's control, such as (1) by fencing or otherwise preventing access to the AMP North Site if appropriate and/or necessary to prevent Exposure, or (2) by taking action as otherwise required by G.L. c. 21E, the MCP or MassDEP;

v. containing any further Release or Threat of Release of OHM from a structure or container under Renaissance's control, to the extent necessary under, and in accordance with, G.L. c. 21E and MCP, upon obtaining knowledge of a Release or Threat of Release of OHM; and

vi. to the extent Renaissance conducts, or causes to be conducted, Response Actions at the AMP North Site, doing so in accordance with G.L. c. 21E, the Standard of Care defined in G.L. c. 21E, and the MCP.

d. Renaissance shall operate the Property consistent with any AUL recorded for the Property.

e. Renaissance shall provide a copy of this Agreement to any successors, assigns, lessees or licensees of Renaissance's ownership or operational interests in any portion of the Property ("Subsequent Owners and/or Operators").

B. COVENANT NOT TO SUE BY THE COMMONWEALTH

1. Renaissance

Pursuant to G.L. c. 21E, § 3A(j)(3), in consideration of the representations and commitments by Renaissance set forth in Section IV.A. of this Agreement, and subject to Renaissance's compliance with the terms and conditions of this Agreement and the Termination for Cause provisions described below in Section IV.B.5., the Commonwealth covenants not to sue Renaissance for Response Action costs, contribution, property damage or injunctive relief under G.L. c. 21E, or for property damage under the common law, relating to any Release of OHM covered by the RTNs for the AMP North Site described in Section III.D (the "Covered Releases"). This Agreement shall not affect any liability established by contract.

2. Subsequent Owners and/or Operators

The Commonwealth also covenants not to sue Eligible Persons who are Subsequent Owners and/or Operators, as defined in Section IV.A.2.e. of this Agreement, for Response Action costs, contribution, property damage or injunctive relief under G.L. c. 21E, or for property damage under the common law, relating to the Covered Releases. The liability relief available to Subsequent Owners and/or Operators shall be subject to the same terms and conditions as those that apply to Renaissance and the Subsequent Owner's and/or Operator's covenant not to sue the Commonwealth in Section IV.C. of this Agreement.

3. Applicability of the Agreement

After the applicable Effective Date, as set forth in Section IV.D.5., the Commonwealth's covenant not to sue Renaissance or Subsequent Owners and/or Operators for Response Action costs, contribution, property damage or injunctive relief under G.L. c. 21E, or for property damage under the common law, relating to any Release of OHM occurring at the AMP North Site prior to the execution of this Agreement shall remain in effect unless and until the statutory protections available to Renaissance or Subsequent Owners and/or Operators pursuant to G.L. c. 21E, § 5C are in effect. This Agreement is subject to the Termination for Cause provisions described below in Section IV.B.5.

4. Reservations of Rights

The Commonwealth's covenants in this Agreement shall not apply to:

- a. any Release of OHM at or from the Property that first occurs after the date of execution of this Agreement;
- b. any Release of OHM which Renaissance or any Subsequent Owner and/or Operator causes, contributes to, or causes to become worse, but if the cause or contribution is that of a Subsequent Owner and/or Operator, such reservation shall affect the liability protection applicable only to such Subsequent Owner and/or Operator and shall not affect Renaissance's liability protection under this Agreement;
- c. any Release of OHM not discovered when any past or future RAO or ROS Statement is or was submitted to MassDEP that would have been discovered if an assessment of the Property or portion of the Property covered by or addressed in the RAO or ROS Statement had been performed consistent with the Standard of Care in effect when the RAO or ROS Statement was submitted;
- d. any Release or Threat of Release of OHM from which there is a new Exposure that results from any action or failure to act pursuant to G.L. 21E by Renaissance or a Subsequent Owner and/or Operator during Renaissance's or a Subsequent Owner's and/or Operator's ownership or operation of the Property, but if the action or failure to act is that of a Subsequent Owner and/or Operator, such reservation shall affect the liability protection applicable only to such Subsequent Owner and/or Operator and shall not affect Renaissance's liability protection under this Agreement;
- e. any Release of OHM not expressly described as one of the Covered Releases in Section IV.B.1. of this Agreement;
- f. any claims (i) for damages for injury to, destruction of, or loss of natural resources due to a Release of Oil and/or Hazardous Material.

5. Termination for Cause

- a. If the OAG or MassDEP determines that Renaissance submitted materially false or misleading information as part of its Application to Enter into a Brownfields

Covenant Not to Sue Agreement, the OAG may terminate the liability protection offered by this Agreement for the offending party in accordance with Section IV.B.5.c. of this Agreement. A statement made by Renaissance regarding the anticipated benefits or impacts of the proposed Project will not be considered false or misleading for purposes of this section if the statement was asserted in good faith at the time it was made.

b. If the OAG or MassDEP determines that Renaissance or a Subsequent Owner and/or Operator has violated the terms and conditions of this Agreement, including, but not limited to, failure to cooperate with the ARA in accordance with Section IV.A.2.b. of this Agreement, G.L. c. 21E and the MCP, failure to arrange for a timely response to a Notice of Audit Finding or any other notice requiring additional work to achieve and/or maintain a Permanent Solution or Remedy Operation Status, or failure to perform Response Actions in accordance with the Standard of Care, or if the OAG or MassDEP determines that Renaissance will not acquire ownership of the Property or complete the Project despite endeavoring to do so, or a Permanent Solution or Remedy Operation Status is not achieved or maintained in accordance with G.L. 21E or the MCP, the OAG may terminate the liability protection offered by this Agreement in accordance with Section IV.B.5.c. of this Agreement. In the event that the liability protection is terminated solely because of a violation by a Subsequent Owner and/or Operator of one or more of the conditions set forth in Section IV.A.2.c.i. through Section IV.A.2.c.vi. of this Agreement, such termination shall affect the liability protection applicable only to the Subsequent Owner and/or Operator and shall not affect Renaissance's liability protection.

c. Before terminating the liability relief provided by this Agreement, the OAG will provide Renaissance or a Subsequent Owner and/or Operator, as appropriate, with written notice of the proposed basis for, and a 60-day opportunity to comment on, the proposed termination. If the OAG, in its sole reasonable discretion, deems it appropriate, the notice from the OAG shall provide a reasonable period of time for Renaissance or a Subsequent Owner and/or Operator, as appropriate, to cure any ongoing violation in lieu of termination of the liability relief provided by this Agreement.

d. Termination of liability relief pursuant to this section shall not affect any defense that Renaissance or a Subsequent Owner and/or Operator might otherwise have pursuant to G.L. c. 21E.

C. COVENANT NOT TO SUE BY RENAISSANCE AND ANY SUBSEQUENT OWNER AND/OR OPERATOR

1. In consideration of the Commonwealth's covenants not to sue in Section IV.B. of this Agreement, Renaissance covenants not to sue and not to assert any claims or causes of action against the Commonwealth, including any department, agency, or instrumentality, and its authorized officers, employees, or representatives with respect to the following matters as they relate to the AMP North Site or this Agreement:

a. any direct or indirect claims for reimbursement, recovery, injunctive relief, contribution or equitable share of response costs or for property damage pursuant to G.L. c. 21E in connection with any of the Covered Releases;

b. any claims for "takings" under the Fifth Amendment to the United States Constitution, under the Massachusetts Constitution, or under G.L. c. 79 based on the argument that, with respect to a Covered Release, the requirements of Chapter 21E, the MCP, or the requirements of this Agreement constitute a taking;

c. any claims for monetary damages arising out of Response Actions at the AMP North Site and/or the Property;

d. any claims or causes of action for interference with contracts, business relations or economic advantage based upon the conduct of MassDEP pursuant to Chapter 21E prior to the date of this Agreement concerning any of the Covered Releases; or

e. any claims for costs, attorneys' fees, other fees or expenses incurred in connection with the Covered Releases.

2. Subsequent Owners and/or Operators shall be bound by Renaissance's covenants in this Section IV.C. In the event that, despite these covenants, a Subsequent Owner and/or Operator asserts any claims or causes of action against the Commonwealth, including any department, agency, or instrumentality, and its authorized officers, employees, or representatives with respect to the claims listed in this Section IV.C., such claims or causes of action shall have no effect on the rights, benefits, and protections secured under this Agreement for any other entity.

D. GENERAL PROVISIONS

1. This Agreement may be modified only upon the written consent of all Parties.

2. If any court of competent jurisdiction finds any term or condition of this Agreement or its application to any person or circumstance unenforceable, the remainder of this Agreement shall not be affected and each remaining term and provision shall be valid and enforceable to the full extent permitted by law.

3. Each Party warrants and represents to the others that it has the authority to enter into this Agreement and to carry out its terms and conditions.

4. This Agreement may be fully executed by all Parties in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

5. Effectiveness

The terms of this Agreement shall be effective as of the date Renaissance acquires title to the Property.

In the matter of Renaissance Station, LLC
Brownfields Covenant Not To Sue Agreement

IT IS SO AGREED:

OFFICE OF THE ATTORNEY GENERAL

By: 

John Beling
Assistant Attorney General
Environmental Protection Division
Office of the Attorney General

Date: 10/30/13

Renaissance Station, LLC

By: 

John F. D. Jacob: duly authorized

Date: 10/30/13

EXHIBIT A

The Property is a vacant parcel of land in Attleboro, Bristol County, Massachusetts situated on the northerly side of Wall Street (the "Property") shown as "Parcel 1", "Parcel 2" and "Parcel 3" on a plan entitled "Subdivision Plan, Wall Street and South Main Street, Attleboro, Massachusetts prepared for Attleboro Redevelopment Authority" dated October 9, 2012 by Nitch Engineering, a copy of which is attached hereto. According to said plan, Parcel 1 contains 49,980+/- square feet, Parcel 2 contains 4,276+/- square feet and Parcel 3 contains 1,222+/- square feet. Parcels 2 and 3 are subject to an easement for all purposes of a public way. The sidelines of Wall Street will be re-aligned by the City of Attleboro and after such realignment Parcel 2 will be laid out and accepted as part of the public way and Parcel 3 will be discontinued as part of the public way. The Project shall be constructed on Parcels 1 and 3. The Property was owned by the Automatic Machine Products Company (Automatic Machines). The original site is located on the north and south sides of Wall Street in Attleboro. This development is only for the "AMP North" site, i.e. the North side of Wall Street (the property as defined above).

10/02/2012 11:14

10/02/2012 11:14

MASSACHUSETTS STATE PLANNING BOARD

PB 488
Pg 49

FOR REGISTRY USE ONLY

APPROVAL UNDER SUBDIVISION CONTROL LAW NOT REQUIRED

ATTLEBORO PLANNING BOARD

[Signature]

DATE: 2/20/13

PLANNING BOARD ENDORSEMENT IS NOT A DETERMINATION AS TO THE CONFORMANCE WITH THE ZONING ORDINANCE.

NO DETERMINATION OF COMPLIANCE WITH ZONING REQUIREMENT HAS BEEN MADE OR INTENDED BY THIS ENDORSEMENT.

PLANNING BOARD ENDORSEMENT SHALL NOT BE CONSTRUED AS EITHER AN ENDORSEMENT OR APPROVAL OF ZONING LOT AREA REQUIREMENTS.

NOTE: PARCELS 2 & 3 ARE NOT BUILDING LOTS.

THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.



DEED REFERENCE: BOOK 17817, PAGE 202
PLAN REFERENCE: PLAN BOOK 34, PAGE 32



PAUL S. LEBRON, PLS
MASSACHUSETTS REG. NO. 30783

Oct. 9, 2011

TEN MILE RIVER

SOUTH MAIN STREET

WALL STREET

PARCEL 1
REMAINING LAND
AREA=48,280.25 SF.

N/F
CHRISTOPHER HOUSE OF ATTLEBORO

R=74.00'
L=8.22'
CH=107.85'
CH L=8.81'

R=111.35'
L=53.75'
CH=117.81'
CH L=30.00'
CH L=30.34'

R=111.35'
L=53.75'
CH=117.81'
CH L=30.00'
CH L=30.34'

PARCEL 3
LAND TO BE DEEDED IN THE FUTURE TO THE ATTLEBORO REDEVELOPMENT AUTHORITY FROM THE CITY OF ATTLEBORO UPON ADOPTION OF THE RELOCATION OF WALL STREET
AREA=1,222.57 SF.

PARCEL 2
LAND TO BE DEEDED TO THE CITY OF ATTLEBORO FOR PARKING PURPOSES
AREA=1,175.57 SF.

GRAPHIC SCALE
20 10 0 20 40 80
SCALE: 1"=20'



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- GIS

PROJECT # 8431	FILE: 8431_210101.dwg	SCALE: 1"=20'	DATE: OCTOBER 9, 2012	PROJECT MANAGER: A.M.	FIELD BOOK: -	DRAFTED BY: P.M.	CHECKED BY:
REV.	COMMENTS	DATE					

SUBDIVISION PLAN
WALL STREET & SOUTH MAIN STREET
ATTLEBORO, MASSACHUSETTS

PREPARED FOR:
ATTLEBORO REDEVELOPMENT AUTHORITY
c/o CITY HALL, 77 PARK STREET, ATTLEBORO, MASSACHUSETTS 02703

SHEET:
EX-1
OF 1 REV

EXHIBIT B

The Massachusetts Department of Environmental Protection ("MassDEP") has assigned four Release Tracking Numbers ("RTNs") to track environmental response actions at the Property (also referred to as the "AMP North Site" in this Exhibit), one of which was superseded. One additional RTN has been issued to track response actions associated with a release at the AMP South Site, which appears to have impacted the Property. The following is a summary of each known RTN and the regulatory status of each listed release:

RTN 4-228 (1987)

On January 15, 1987, in response to a sheen observed on the Ten Mile River, the Department of Environmental Quality and Engineering (now MassDEP), listed the Automatic Machine Products ("AMP") North Site as a Location to be Investigated ("LTBI"). The MassDEP subsequently issued RTN 4-228 to track environmental response actions. In December of 1996, RTN 4-228 was closed via implementation of an Activity and Use Limitation ("AUL") and submission of a Class A-3 Response Action Outcome ("RAO") to the MassDEP. The AUL initially restricted future exposure to soil beneath the former compressor room, and was amended in 2002 to include the entire AMP North property.

RTN 4-14970 (1999)

In 1999, during the in-place closure of two 10,000 gallon underground storage tanks (one used to store cutting oil and the other to store No. 2 fuel oil) located on the southwestern portion of the Property, petroleum hydrocarbons were detected in soil at concentrations greater than the applicable Massachusetts Contingency Plan ("MCP") Reportable Concentrations. In addition, light non-aqueous phase liquid ("LNAPL") was detected in a monitoring well located in the vicinity of the tanks. MassDEP was notified of this release and RTN 4-14970 was assigned to track environmental response actions. During the assessment to delineate the full extent of petroleum contamination, LNAPL was detected in another monitoring well in the north-eastern portion of the site. It was concluded that the source of this LNAPL was likely the former gasoline station and garage located on this portion of the site. The MassDEP was notified, and RTN 4-16938 was assigned to track environmental response actions. RTN 4-16938 was subsequently linked to RTN 4-14970.

Phase II, III, and IV Reports associated with RTN 4-14970 were submitted to the MassDEP on AMP's behalf by Lincoln Environmental and LFR Levine-Fricke, Inc. ("LFR") between 2003 and 2007. The risk characterization included in the Phase II Comprehensive Site Assessment concluded that concentrations of volatile petroleum hydrocarbons ("VPH") in soil at depths greater than 10 feet below grade (fbg) were greater than the MCP Method 1 S-1 Soil Standards, however, the Phase II Report concluded that human exposure to the soil was limited since the impacted soil was greater than 10 feet deep and inaccessible due to the building footprint and asphalt parking lot. In addition, exposure to soil was administratively restricted by the previously implemented AUL. Therefore, it was concluded that soil conditions posed No Significant Risk so long as the AUL remains in effect. However, given that the concentrations of VPH,

extractable petroleum hydrocarbons (“EPH”), and volatile organic compounds (“VOCs”) in groundwater samples collected from several monitoring wells throughout the AMP North Site were greater than the MCP Method 1 GW-2 Groundwater Standards, it was concluded that additional response actions were warranted.

LFR, on behalf of AMP, installed a series of injection wells and implemented an in situ bioremediation remedy in 2005. MicroSorb® was injected in September and October of 2005 in an effort to reduce concentrations of EPH, VPH, and VOCs impacting Site groundwater. Groundwater monitoring continued until 2006, and based on the monitoring data, LFR concluded that the remedy was performing as planned and that biodegradation was occurring. Due to AMP’s financial difficulties, the necessary response actions were not taken after April of 2007.

The Attleboro Redevelopment Authority (“ARA”) became owner of the site in 2009 and the building was demolished and removed in 2010.

RTN 4-22928 (2010)

On behalf of the ARA, Environmental Strategies and Management (“ES&M”) completed a site investigation across the AMP North and AMP South sites in the summer of 2010. During this investigation, trichloroethylene (“TCE”) was detected in a groundwater sample collected from monitoring well ESM-42 at a concentration greater than the MCP Reportable Concentration. Monitoring well ESM-42 was installed near the location of the former degreaser that AMP historically used to clean machined parts. The ARA notified the MassDEP on January 24, 2011, and RTN 4-22928 was assigned to track subsequent environmental response actions. This RTN (along with all other RTNs for the AMP North Site) was included in a Special Project Designation application that was submitted to MassDEP in January 2011. The approved Special Project allows for the consolidation of MCP timelines and submittal requirements for several sites that comprise the Downtown Attleboro Redevelopment project, including all the RTNs assigned to the AMP North Site.

A Phase IV Remedy Implementation Plan (RIP) was submitted to MassDEP on behalf of the ARA in August 2012, and a Phase IV RIP Addendum was submitted to the MassDEP in September 2012. The RIP presented plans for the installation of a soil vapor extraction system to reduce TCE concentrations in unsaturated soil in the area around the former degreaser (Area 2) to less than 0.3 mg/Kg. This reduction in the concentration of TCE would accommodate the off-site reuse of soil at a facility owned by the City of Attleboro. The RIP Addendum presented plans for an in-situ chemical oxidation program to reduce concentrations of VPH in soil and groundwater in area of the former gasoline station (Area 1) to meet MCP Method 1 Standards. Sodium persulfate, activated with sodium hydroxide, was the selected remedial additive. The remedial plan specified the use of a “push/pull” technique whereby groundwater from the impacted zone would be removed, mixed with persulfate, and then re-injected. The goal of this remedial approach was to promote contact between the oxidant solution and the residual petroleum hydrocarbons in soil and groundwater which would result in a reduction of the residual contaminant

concentrations, and to minimize water table mounding and possible off-site contaminant migration.

A Phase II Comprehensive Site Assessment Addendum ("Phase II Addendum Report") was submitted to the MassDEP in March 2013. The Phase II Addendum Report included updated information regarding the nature and extent of contamination at the AMP North property. Elevated concentrations of petroleum hydrocarbons and TCE were detected in groundwater samples collected from several locations on the AMP North property during a groundwater sampling event conducted in September 2012. TCE was also detected at a concentration exceeding the MCP GW-2 Method 1 Groundwater Standard in a groundwater sample collected from monitoring well ESM-69 installed at the abutting property, the Christopher Heights assisted living facility.

A Phase IV Final Inspection Report and Completion Report ("Phase IV Completion Report"), and Phase V Status Report, was submitted to the MassDEP in June 2013. The Phase IV Completion Report documented the construction and implementation of in-situ chemical oxidation and SVE programs, and post-remediation assessment data. Soil sampling conducted in March and April 2013 indicated that select areas of soil did not meet the remediation goals (MCP Method 1 S-1 Soil Standards), and approximately 1,500 cubic yards of soil was placed in two aboveground stockpiles, pending further proposed SVE remediation. A RAM Plan was submitted to provide framework for the management of soil during redevelopment activities.

Groundwater samples collected from several wells in January 2013 revealed concentrations of TCE, at concentrations greater than the MCP Method 1 GW-2 Groundwater Standards, in several monitoring wells (including off-site monitoring well ESM-69). It is noted that GW-2 standards do not apply to the AMP North property at this time because the property is currently vacant. The proposed redevelopment plans specify that a sub-grade parking area with ventilation will be constructed below the new building at the property and the operation of the ventilation system will be operated to eliminate future vapor intrusion pathway concerns and vapor barriers/passive sub-slab ventilation systems will be installed beneath the elevator shaft and stairwells.

RTN 4-23890 (2010) – (Off-Site Release)

On March 1, 2012, a reportable thickness of LNAPL was detected in monitoring well ESM-47, which is located on the AMP South site. The MassDEP was notified and assigned RTN 4-23890 to track environmental response actions. ARA submitted a Phase III/IV Report for RTN 4-23890 to the MassDEP in April 2013. Information included in the Phase III/IV Report for RTN 4-23890 indicates that the source of petroleum impact associated with RTN 4-23890 appears to be the AMP South Site; however, the extent of impact associated with RTN 4-23890 extends onto the AMP North Site. The Phase III/IV included initiation of a soil vapor extraction program on both the AMP North and South Sites. It is anticipated that the soil vapor extraction system will be activated in the Fall of 2013.



