

COMMONWEALTH OF MASSACHUSETTS

<hr/>		)
IN THE MATTER OF	)	
82 COMMERCIAL STREET, LLC'S	)	BROWNFIELDS COVENANT
REDEVELOPMENT OF 82 COMMERCIAL	)	NOT TO SUE AGREEMENT
STREET AND 72 COMMERCIAL STREET,	)	
ADAMS, MASSACHUSETTS	)	
	)	MassDEP RTN 1-15732
	)	
<hr/>	)	

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 82 Commercial Street, LLC (“82 Commercial”). Collectively, the OAG and 82 Commercial 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 1.8 acre parcel located at 72 and 82 Commercial Street in Adams, 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 Adams, Massachusetts. The Parties agree that this Agreement, pursuant to G.L. c. 21E, § 3A(j)(3), addresses potential claims by the Commonwealth and third parties for contribution, Response Action costs or property damage pursuant to G.L. c. 21E or for property damage under common law as to 82 Commercial. This Agreement also addresses potential claims by the Commonwealth for natural resources damages. This Agreement is predicated upon 82 Commercial’s compliance with the terms and conditions of this agreement.

D. The Parties agree that 82 Commercial’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. 82 Commercial’s failure to secure independent governmental approvals for the Project shall not excuse 82 Commercial 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 Adams, 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. 82 Commercial is a limited liability company with its principal place of business in Adams, Massachusetts. 82 Commercial 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 1.8-acre parcel located at 82 Commercial Street and 72 Commercial Street in Adams, Massachusetts. The Property was used as a textile mill from approximately 1884 until 1948. In addition, a portion of the Property was used as an automotive service station from 1937 until 1987. From about 1948 until 2008, Adams Laundry and Dry Cleaning Company, Inc. ("ALADCO") performed dry cleaning operations on the Property. In 2005, D & S Linen Services, Inc., which is affiliated with 82 Commercial Street, purchased the assets of ALADCO, but did not purchase the Property. D & S Linen Services, Inc. has submitted an eligible person certification. The Property is more fully described in Exhibit A, which is attached to and incorporated into this Agreement. The principal chemicals of concern at the Property are Number 6 fuel oil and perchloroethylene.

D. The Massachusetts Department of Environmental Protection ("MassDEP") has received notice of Releases of Oil and/or Hazardous Materials ("OHM") at the property. The area where OHM have come to be located as a result of the Releases was assigned Release Tracking Number ("RTN") 1-15732 and constitutes the "Site," as that term is defined at 310 CMR 40.0006, and which is likewise referred to as the "Site" for the purposes of the Agreement. The 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 Site, as well as the Response Actions undertaken at the Site and the regulatory status of the Response Action Outcome Statement ("RAO") assigned to



the Site. Exhibit C describes the RAO as well as the Immediate Response Action (“IRA”) in detail.

#### 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 82 COMMERCIAL

1. 82 Commercial 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 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 Site pursuant to G.L. c. 21E, except for D & S Linen Services, Inc., and as set forth below;
- d. its involvement with the 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 82 Commercial’s activities has caused or contributed to the Release or Threat of Release of OHM at the Site under G.L. c. 21E and/or the MCP; and
- f. 82 Commercial 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. 82 Commercial agrees to the following terms and conditions:

- a. 82 Commercial 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 expansion of the current onsite linen service and laundry business, which is planned to include a 7,000 sq. ft. addition to the north side of the facility located at 82

Commercial St., Adams, MA. The Project also involves removal of the truck repair garage at 72 Commercial St., and incorporation of a maintenance garage, which will likely consist of a single story metal building.

The redevelopment of the Project is expected to provide both immediate and long-term public benefits. The expansion of the business is expected to provide an additional 4-5 full time permanent employee positions per year. Further, the removal of the garage building at 72 Commercial St. and the new addition is expected to improve the aesthetic beauty and vitality of Adams.

b. If it becomes an Owner and/or Operator of the Property, 82 Commercial shall carry 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, 82 Commercial shall also cooperate fully with MassDEP.

c. To cooperate fully includes, without limitation:

i. providing prompt and reasonable access to any portion of the Site owned or operated by 82 Commercial 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 Site or portion of the Site under 82 Commercial's control, such as (1) by fencing or otherwise preventing access to the Site if appropriate and/or necessary to prevent Exposure, (2) using construction techniques designed to eliminate or mitigate the potential for exposure from vapor intrusion into the proposed building addition, and (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 82 Commercial'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;

vi. maintaining the Temporary Solution at the Site; and



vii. conducting Response Actions at the Site in accordance with G.L. c. 21E, the Standard of Care defined in G.L. c. 21E, and the MCP.

d. 82 Commercial shall operate the Property consistent with any Activity and Use Limitation recorded for the Property.

e. 82 Commercial shall provide a copy of this Agreement to any successors, assigns, lessees or licensees of 82 Commercial's ownership or operational interests in any portion of the Property ("Subsequent Owners and/or Operators").

f. After acquiring title, 82 Commercial shall submit an Eligible Person Certification Transmittal Form, BWSC207D, to MassDEP.

## B. COVENANT NOT TO SUE BY THE COMMONWEALTH

### 1. 82 Commercial

Pursuant to G.L. c. 21E, § 3A(j)(3), in consideration of the representations and commitments by 82 Commercial set forth in Section IV.A. of this Agreement, and subject to 82 Commercial'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 82 Commercial for Response Action costs, contribution, property damage, natural resources damages 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 RTN for the 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, natural resources damages or injunctive relief under G.L. c. 21E, or for property damage under the common law, related 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 82 Commercial 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 82 Commercial or Subsequent Owners and/or Operators for Response Action costs, contribution, property damage, natural resources damages 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 Site prior to the execution of this Agreement shall remain

in effect unless and until the statutory protections available to 82 Commercial 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. Reservation 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 82 Commercial 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 82 Commercial's liability protection under this Agreement;

c. any Release of OHM not discovered when any past or future RAO or Remedy Operations Status ("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. c. 21E by 82 Commercial or a Subsequent Owner and/or Operator during 82 Commercial 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 82 Commercial'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 occurring after the execution of this Agreement, (ii) for exacerbation of injury to, destruction of, or loss of natural resources occurring after the execution of this Agreement, where original injury, destruction or loss of natural resources was due to a Release of Oil and/or Hazardous Material occurring either before or after the execution of this Agreement, (iii) for the costs of any natural resource damage assessment relating to conditions first caused or exacerbated after the execution of this Agreement, and (iv) for damages for injury to, destruction of, or loss of natural resources due to a Release of Oil and/or Hazardous Material that is not a Covered Release. If, however, injury to, destruction of, or loss of natural resources, or the exacerbation of such conditions, is caused by a Subsequent Owner and/or Operator, this reservation shall affect the liability protection applicable



only to such Subsequent Owner and/or Operator, and shall not affect 82 Commercial's liability protection.

5. Termination for Cause

a. If the OAG or MassDEP determines that 82 Commercial 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 the Agreement for the offending party in accordance with Section IV.B.5.c. of this Agreement. A statement made by 82 Commercial 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 82 Commercial 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 MassDEP in accordance with Section IV.A.2.c. of this Agreement, failure to comply with 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 82 Commercial will not acquire ownership of the Property or complete the Project despite endeavoring to do so, or a Temporary Solution is not maintained in accordance with G.L. c. 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 82 Commercial's liability protection.

c. Before terminating the liability relief provided by this Agreement, the OAG will provide 82 Commercial 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 82 Commercial 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 82 Commercial or a Subsequent Owner and/or Operator might otherwise have pursuant to G.L. c. 21E.

C. COVENANT NOT TO SUE BY 82 COMMERCIAL 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, 82 Commercial 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 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 the 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 Site and/or the Property;

d. any claims or causes of action for interference with contracts, business relations or economic advantage based on 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 82 Commercial’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. CONTRIBUTION PROTECTION AND RIGHTS OF AFFECTED THIRD PARTIES

With regard to the Covered Releases, 82 Commercial and any Subsequent Owner and/or Operator are entitled to the protection G.L. c. 21E §3A(j)(3) provides from claims for contribution, Response Action costs or property damage brought by third parties under G.L. c. 21E, §§ 4 and/or 5, or third party claims brought for property damage claims under common law, based solely on the status of 82 Commercial or any Subsequent Owner and/or Operator as Owner or Operator of the Property and/or the Site provided that: 82 Commercial has provided Affected Third Parties and the public with notice pursuant to G.L. c. 21E, §3A(j)(3) and 940 CMR 23.04(2); and the Response Actions upon which any RAO Statement submitted to MassDEP pursuant to Section IV.A.2.b of this Agreement meets the Standard of Care in effect when the RAO Statement is submitted to MassDEP.

#### E. 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 82 Commercial acquires title to the Property.

In the matter of 82 Commercial Street, LLC  
Brownfields Covenant Not To Sue Agreement

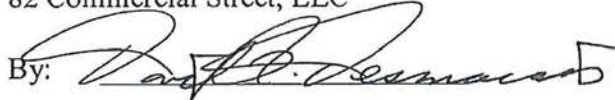
IT IS SO AGREED:

OFFICE OF THE ATTORNEY GENERAL

By: \_\_\_\_\_  
John Beling  
Assistant Attorney General  
Environmental Protection Division  
Office of the Attorney General

Date: \_\_\_\_\_

82 Commercial Street, LLC

By:  \_\_\_\_\_

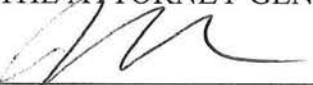
Date: 5/22/2014



In the matter of 82 Commercial Street, 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: 5/22/14

82 Commercial Street, LLC

By: \_\_\_\_\_

Date: \_\_\_\_\_

In the matter of 82 Commercial Street, LLC  
Brownfields Covenant Not To Sue Agreement

As to protections for 82 Commercial Street from claims for natural resource damages:

COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS

By:

  
Richard R. Sullivan  
Secretary of Energy and Environmental Affairs

Date:

5/22/14



## Exhibit A

### **Environmental Conditions at the ALADCO Property 82 Commercial Street Adams, Massachusetts**

#### **History**

The ALADCO property is a 1.8 acre property located on Route 8 on the south side of Adams Massachusetts. The Hoosic River runs along the northeast side of the property through a flood control channel. The main building on the property was build sometime before 1884 ant it was operated as a textile mill from that time until 1948. ALADCO began its laundry operations after the textile business moved out and these operations have continued to the present time.

The smaller site building was used as an automotive service station from 1937 until 1987. Since that time it has been used as a maintenance building for servicing ALADCO vehicles.

#### **Environmental Conditions**

As a result of historical operations there were two environmental conditions that resulted in the need for cleanups at the property. The first of these dates from the period when a type of oil called Number 6 fuel oil was used to run the facility's boilers. Number 6 oil is very viscous and it must be heated at all times to keep it thin enough so that it would flow through piping. After its use was discontinued it was discovered that this oil had been slowly leaking into the ground as the result of a leak in an underground pipe.

Cleaning up the spilled oil required the removal of thousands of tons of oil contaminated soil from under the parking lot and under the main building. This spilled oil was successfully remediated and no longer is a problem.

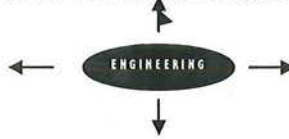
The second environmental issue was a result of the use of dry cleaning solvent (perchloroethylene or perc). Although dry cleaning was never a big part of ALADCO's operations, some did take place at the property until 2008. Spills of perc occurred in the building and this perc got down to the soil under the building. Once under the building the perc dissolved into groundwater and was carried to the north under the parking lot. Although most of the perc stayed on the ALADCO property, a small amount flowed under the river. The attached map shows the extent of perc at the property.

The recent cleanup of perc under the building is expected to improve environmental conditions over time. Environmental conditions are considered to be safe and stable at this time.

Exhibit B

Environmental Safety Health Geotechnical

**O'Reilly, Talbot & Okun**  
[ A S S O C I A T E S ]



69 Milk Street  
Suite 218  
Westborough, MA 01581  
Tel 508 366 6409  
Fax 508 366 9826  
[www.oto-env.com](http://www.oto-env.com)

## **SUMMARY OF THE FIVE YEAR OPERATING PLAN FOR THE ALADCO CLASS C RAO**

This is a summary of the five year plan to maintain the Class C RAO for the ALADCO property at 82 Commercial Street, Adams, MA, RTN 1-15732. There are three elements to the plan:

1. Operation and maintenance of the Soil Vacuum Extraction/ Groundwater Sparging System (the "SVE/AS system");
2. Groundwater monitoring; and
3. Indoor air monitoring.

### **The SVE/AS System Operation**

The SVE/AS remedial system will continue to operate at the Site. The objectives are to limit vapor intrusion to indoor air and to remediate impacted soil and groundwater below the ALADCO building. Maintenance visits to evaluate operation of the system will be performed quarterly, with follow-up as needed to address maintenance issues. System effectiveness will be assessed by the measurement of the sub-slab vacuum as outlined by MassDEP's vapor intrusion guidance.

### **Groundwater Monitoring**

An annual groundwater monitoring program will be used to evaluate changes in subsurface conditions. We anticipate sampling exterior monitoring wells MW-9, MT-28, MT-27, MT-20, MT-22, MT-30, MT-31 and MT-32 as has been performed quarterly for the past three years. Monitoring reports will be submitted to MassDEP as required by the MCP.

### **Indoor Air Monitoring**

Annually, the SVE/AS will be shut down for a period of time, the indoor air will be permitted to equilibrate, and indoor air samples will be collected to assess if the SVE/AS system is still required to limit vapor intrusion into the building. This assessment will be undertaken in accordance with MassDEP guidance that is current at the time the testing is performed.

If this testing demonstrates that the SVE/AS system is no longer required to limit vapor intrusion (in accordance with MassDEP criteria), then its use will be discontinued. Under these circumstances the possibility of achieving a permanent solution will also be assessed.



Exhibit C

**O'Reilly, Talbot & Okun**  
[ ASSOCIATES ]



69 Milk Street  
Suite 218  
Westborough, MA 01581  
Tel 508 366 6409  
Fax 508 366 9826  
www.oto-env.com

April 8, 2013  
File No. J5129-01-01

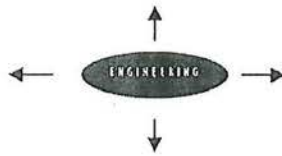
**Prepared For:**

Adams Laundry and Dry Cleaning Company, Inc.  
131 Orchard Street  
Adams, MA 01220

IRA and Phase IV Completion Reports &  
Class C-1 Response Action Outcome  
82 Commercial Street  
Adams, MA  
RTN 1-15732

**Prepared By:**

O'Reilly, Talbot & Okun Associates, Inc.  
69 Milk Street, Suite 218  
Westborough, Massachusetts 01581



## Table of Contents

1.0 INTRODUCTION	Page 1
2.0 STATUS OF IRA AND SIGNIFICANT NEW INFORMATION	Page 2
2.1 GROUNDWATER MONITORING	Page 2
2.2 SOIL GAS MONITORING	Page 3
2.3 INDOOR AIR MONITORING	Page 3
3.0 DETAILS ON MANAGEMENT OF REMEDIATION WASTE	Page 4
4.0 MONITORING DATA	Page 4
5.0 OTHER INFORMATION REQUIRED BY DEP	Page 5
6.0 IRA COMPLETION REPORT	Page 5
7.0 PHASE IV COMPLETION STATEMENT	Page 6
8.0 CLASS C-1 RESPONSE ACTION OUTCOME STATEMENT	Page 6
8.1 FEASIBILITY OF REACHING A PERMANENT SOLUTION	Page 7
8.2 SUBSTANTIAL HAZARD EVALUATION	Page 7
8.3 CONCEPTUAL SITE MODEL, DATA USABILITY	Page 9
8.4 PLAN OF DEFINITIVE AND ENTERPRISING STEPS	Page 13
9.0 CONCLUSIONS	Page 13

### TABLES

Table 1	Soil Analytical Results
Table 2	Groundwater Analytical Results
Table 3	Sub-Slab Soil Gas Analytical
Table 4	Indoor Air Analytical Data

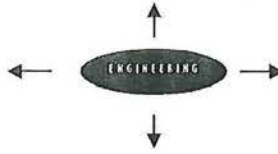
### FIGURES

Figure 1	Site Locus
Figure 2	Site Plan – PCE and VC Concentrations in Groundwater, RAO Limits
Figure 3	Sub-Slab Soil Gas Concentrations, Locations

### APPENDICES

Appendix A	Limitations
Appendix B	Laboratory Reports
Appendix C	Substantial Hazard Shortform
Appendix D	Public Notice Letters





This report is subject to the Limitations included in Appendix A.

## 2.0 STATUS OF IRA AND SIGNIFICANT NEW INFORMATION

Previous reports have described the installation and testing associated with the sub slab soil vapor extraction/air sparging (SVE/AS) system installed below the ALADCO building during the months of May and June, 2011, and began operation on June 20, 2011. The objective of the SVE/AS system is to reduce tetrachloroethylene (PCE) concentrations within the ambient air of the ALADCO building while removing PCE from the soil and groundwater beneath the building.

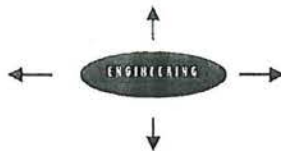
Activities performed at the Site in the time period covered by this Status Report include the following:

1. Our September, 2012 IRA/Phase IV Status Report indicated that the sparge portion of the SVE/AS system had been turned off in May, 2012 but that it would be restarted following maintenance of the blower associated with the sparge component of the SVE/AS system. Following the maintenance of the blower, the sparge portion of the SVE/AS system was restarted on November 20, 2012;
2. Groundwater monitoring was performed on November 27, 2012;
3. Soil gas samples were collected from certain sub-slab monitoring points on November 27, 2012; and
4. Indoor air samples were collected on the ground and first floors on November 27, 2012.

Results of the groundwater, soil gas and indoor air testing are described below in Sections 2.1 through 2.3.

### 2.1 GROUNDWATER MONITORING

On November 27<sup>th</sup>, 2012 O'Reilly, Talbot & Okun Associates (OTO) conducted quarterly sampling of select interior and exterior groundwater monitoring wells at the Site. Four of the interior groundwater monitoring wells were sampled (OTO-102, OTO-105, OTO-106 and OTO-108). In addition, we attempted to sample each of the eight exterior groundwater monitoring wells we have been sampling quarterly (MW-9, MT-28, MT-27, MT-20, MT-22, MT-30, MT-31 and MT-32). Each of these wells was sampled except MT-20 and MT-32 which were dry. Groundwater samples were collected with single use bailers following removal of three to five volumes of standing water from each well. The groundwater samples were stored in an iced cooler and transported to Con-Test laboratory (Con-Test) in East Longmeadow, MA for analysis for Volatile Or-



in the July 19, 2012 MassDEP Tier II Extension Approval for the Site. The Interim Deadline required results of indoor air monitoring to be submitted to MassDEP by January 31, 2013, and the results were submitted via eDEP on January 29<sup>th</sup>, 2013.

The results of the indoor air monitoring are summarized in attached Table 4. The laboratory report containing the air sampling results is attached in Appendix B. One sample was collected from the ground floor work area (the lowest level) and a second sample was collected from the first floor work area. The samples were collected from approximately five feet above the floor into summa canisters which were filled using flow controllers set to allow the sample containers to fill over an eight hour period. The soil vapor extraction / air sparging (SVE/AS) remedial system was in operation at the time of sample collection. Following collection, the sample containers were transported to ConTest Laboratory for analysis for project specific chlorinated volatile organic compounds (CVOCs) using EPA Method TO-15. As shown, results of air sampling and analysis indicate indoor air CVOC concentrations are below MassDEP's Commercial/Industrial Threshold Values.

Previous air sample data is also summarized in Table 4. Data collected in 2009 prompted Immediate Response Actions consisting of ventilation of the building, followed by installation of the SVE/AS remedial system, which began operation on June 20, 2011. The March 29, 2010 results were collected during increased air ventilation and show significant improvement over the initial 2009 sample results. One indoor air sample was collected in February 2012 from the ground floor work area over an eight hour period (February 15, 2012) after installation and operation of the SVE/AS remedial system. The February 2012 sample results also show CVOC concentration which are below MassDEP's Commercial/Industrial Threshold Values.

The indoor air sample results from February and November, 2012 collected during winter heating conditions each indicate concentrations of CVOCs which are below MassDEP's Commercial/Industrial Threshold Values. These data indicate that the SVE/AS system is controlling potential vapor intrusion of CVOCs at the Site.

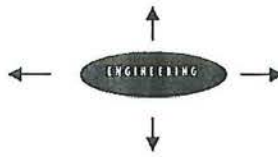
### **3.0 DETAILS ON MANAGEMENT OF REMEDIATION WASTE**

No remediation waste has been generated during this reporting period at the Site.

### **4.0 MONITORING DATA**

Groundwater and soil gas monitoring data have been described in Section 2.0 and incorporated into the attached project tables where appropriate. The laboratory reports for these analyses are included in Appendix B.





6. A description of any ongoing activities related to the IRA to be conducted at the site.

The elements required in an IRA Completion report are contained in earlier sections of this report or incorporated by reference to earlier reports. We conclude that the investigation and analyses of Site soil, groundwater, soil gas and indoor air has resulted in an understanding of the IRA condition which has enabled OTO to remediate and control the Site release through installation of the SVE/AS system. As such, it is appropriate to close the IRA at this time and continue to operate the SVE/AS system under the Class C-1 RAO.

#### **7.0 PHASE IV COMPLETION STATEMENT**

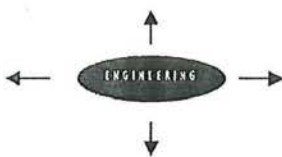
A Phase IV completion report for the SVE/AS system was included in our August 2011 Revised Phase II/III and IV report. This included details on the system installation and an as-built plan.

Section 310 CMR 40.0879 indicates that Phase IV Completion Statements shall include the LSP Opinions and Potentially Responsible Party certifications included in the MassDEP transmittal form included with this submittal and submitted through the eDEP process. The referenced MCP section also requires an indication as to whether any activities under Phase V will be conducted as part of the implementation of the Comprehensive Remedial Action. As stated in Section 6.0, ALADCO intends to continue to operate the SVE/AS system under a Class C-1 RAO.

#### **8.0 CLASS C-1 RESPONSE ACTION OUTCOME STATEMENT**

OTO has prepared this Class C-1 RAO Statement for the release condition at the ALADCO facility located at 82 Commercial Street in Adams, Massachusetts (RTN 1-15732). Section 310 CMR 40.1051(1) of the MCP indicates that Class C-1 RAO's are appropriate for release Sites where it is concluded that a Permanent Solution is not feasible, but that a condition of No Substantial Hazard exists. The RAO statement needs to include a discussion of the feasibility of reaching a Permanent Solution, a Substantial Hazard Evaluation, a data representativeness and usability assessment and a plan describing Definitive and Enterprising steps to be taken towards achieving a Permanent Solution. A periodic review of the Temporary Solution needs to be conducted every fifth year after the date of filing the Class C RAO. The organization of this RAO Statement is as follows:

1. Section 8.1 contains a discussion of the feasibility of reaching a Permanent Solution;



groundwater. Resampling of the suspected locations of these contaminants by OTO did not confirm their presence and we do not consider metals to be COCs at the Site.

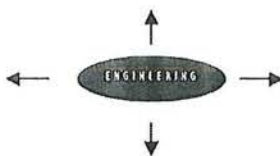
The dissolved phase gasoline was found to be sourced either from a former on-Site pump island, an off-site source, but most likely from some combination of the two. As described in our Phase II/III/IV report, the extent of the gasoline release relative to the applicable Method 1 GW-2/GW-3 standard has been adequately defined and in our opinion does not need to be remediated to reach a condition of No Significant Risk. There are no current complete exposure pathways to the dissolved phase gasoline, and therefore it is not included in the Substantial Hazard evaluation.

A No. 6 fuel oil release which resulted in the excavation and off-site disposal of 5,384 tons of impacted soil is believed to have originated from a former 10,000 gallon underground storage tank (UST). This remedial work was performed by MT in 2007 in the northeastern portion of the Site. The excavation was extended to approximately 18 feet below grade, approximately two feet below the groundwater table. Excavation dewatering was performed to facilitate this remedial effort. MT's excavation limit samples indicate No. 6 fuel oil impacted soils were significantly reduced in volume, although some remains at the Site. OTO performed borings in February 2011 adjacent to monitoring well MT-19 where the presence of No. 6 oil nonaqueous phase liquid (NAPL) was suspected. Results from these borings indicate that the No. 6 oil remaining at the Site following the 2007 excavation does not meet the MCP definition of NAPL. In our opinion further remediation of the oil is not required to achieve a condition of No Significant Risk, and no current exposures to the No. 6 oil exist, and it is therefore not included in our Substantial Hazard evaluation.

Chlorinated solvent impacts at the Site likely originated from the former dry cleaning operations that ended in 2008. Results of recent indoor air, soil gas and groundwater testing are discussed in Section 2.0 and summarized in the attached tables. Results of analysis of soil encountered below the ALADCO building were included in our Revised Phase II/III/IV report. These data were collected in 2010 and 2011 prior to installation of the SVE/AS system.

The known exposure to Site COCs are worker exposures to chlorinated solvents in indoor air. As shown in attached Table 4, indoor air analytical results for chlorinated solvents collected during worst case winter heating conditions in February 2012 and November 2012 with the SVE/AS system operating are below MassDEP commercial/industrial threshold values. To perform a quantitative evaluation of this current exposure we used the MassDEP shortform for an office worker, student or teacher. A copy of the shortform is attached in Appendix C and shows a hazard index of 0.1 and excess life time cancer risk of 4E-06, below Substantial Hazard levels specified in the MCP as 1 and 1E-05, respectively.





2010 and 2011 by OTO indicates a general north to northeast groundwater flow direction at the Site. The Site groundwater gauging indicated that surface water from the Hoosic River recharges Site groundwater at the southeast corner of the Site, where groundwater is only several feet below floor grade. Relative elevation gauging of surface water in the Hoosic River and groundwater in monitoring wells adjacent to the Hoosic River suggest groundwater flows under the Hoosic River, which has a concrete bottom at this section of the channel. This groundwater flow pattern is depicted on plans attached to the March 2010 OTO Status Report.

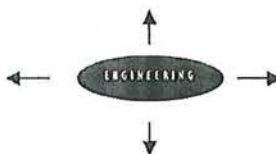
As described in Section 8.2, the COCs at the Site are dissolved phase gasoline, No. 6 fuel oil and chlorinated solvents (principally PCE). The gasoline is sourced from a former pump island which was located immediately west of the Site garage building, an up-gradient source or some combination of the two. The No. 6 fuel oil was sourced from a former 10,000 gallon UST at the Site, and the PCE is sourced from a release or releases associated with former dry cleaning operations. The gasoline and No. 6 fuel oil have been assessed and remediated to the extent feasible and would likely be able to achieve a Permanent Solution. The PCE impacts at the Site are driving continued remedial response activities, and are therefore the subject of the CSM.

Dry cleaning activities were performed in the northwestern portion of the ground floor of the ALADCO building and ceased in June 2008. The release is believed to be attributable to spills at this location. Groundwater is located approximately six to eight feet below the ground floor at this location. Spilled solvent is thought to have reached the subsurface through cracks or floor penetrations, flowed downward to the underlying groundwater table and moved with groundwater to its present plume configuration. Technical justification for not performing deep explorations to perform vertical Site characterization was presented in our September 2011 Revised Phase II/III/IV Report. Given this CSM, the primary current exposure of concern is potential vapor inhalation by Site workers. Potential future exposures of concern would be vapor inhalation by Site workers, utility workers and residents if the Site were to ever become a residential property. We do not believe a risk of exposure is present for environmental receptors in the Hoosic River, given the fact that no GW-3 standards have been exceeded.

### 8.3.2 Data Representativeness

As shown on Figures 2 and 3, groundwater and soil gas monitoring has been extensive at the Site in both the source area and downgradient, including off-site locations north of the Hoosic River. We therefore believe that the number and location of explorations are adequate to define the extent of the release, and we see no significant data gaps.

In addition, quarterly groundwater monitoring has been performed for three years between December 2009 and November 2012 to both define the extent of the release and monitor improvements in groundwater quality since starting the SVE/AS system. That



Laboratory control samples (LCS) recoveries were within acceptance limits with the following exceptions:

- The compounds dichlorodifluoromethane (Freon 12) and methylene chloride were below and above (respectively) percent recovery limits for the May 2012 groundwater sample results;
- The compounds 1,2-dibromo-3-chloropropane (DBCP), 2,2-dichloropropane, bromoform, and carbon disulfide were below percent recovery limits in the August, 2012 groundwater sample results; and
- The compounds acetone, 2-butanone (MEK), methylene chloride, bromomethane, 2-hexanone (MBK), tetrachloroethylene, and tert-butyl ethyl ether (TBEE) were above percent recovery limits in the November 2012 groundwater sample results.

These findings indicate possible low bias (for compounds below percent recovery limits) or high bias (for compounds above percent recovery limits). Of the indicated compounds, only tetrachloroethylene, which was above percent recovery limits in the November 2012 samples, is a contaminant of concern (COC) at the Site. However, tetrachloroethylene or PCE has been detected in numerous previous analyses and is the primary COC at the Site. This finding is conservative, since a high bias indicates the actual sample result could be lower; therefore the data is useable for project purposes.

Laboratory control sample duplicate (LCSD) results compared well (low relative percent differences or RPD) indicating acceptable laboratory precision with the following exceptions:

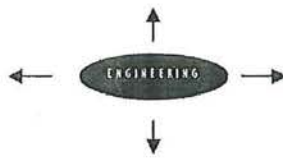
- The RPD for the compounds acetone and bromomethane were above the acceptable RPD for the August 2012 groundwater samples; and
- The RPD for the compounds 2-butanone (MEK) and naphthalene, were above the acceptable RPD for the November 2012 groundwater samples.

However, these compounds are not COCs for this project, so that data usability is not affected.

Surrogate spikes are compounds added to each sample to evaluate sample-specific effects. Surrogates are evaluated based on their percent recovery (%R) which is optimally 100%, indicating the lab detected the entire amount of spike added to the sample. Surrogate %Rs were within acceptance limits, indicating good accuracy for each of the analyses.

Based on the above information, the data are found to be of acceptable accuracy and precision, and are useable for project purposes.

**O'Reilly, Talbot & Okun**  
| A S S O C I A T E S |



wards achieving a Permanent Solution. The boundaries of the RAO are shown on Figure 2. Copies of public notice letters are attached in Appendix D.