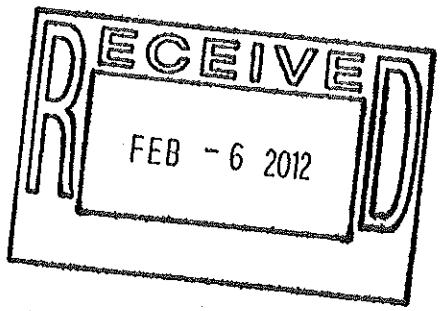
**Commonwealth of Massachusetts**
**County of Worcester**
**The Superior Court**

Civil Docket **WOCV2011-00537**

RE: Franklin Office Park Realty Corp v Kimmell Commissioner

TO: Louis M Dundin, Esquire
Mass Atty General's Office
ENVIROMENTAL Protection DIV.
1 Ashburton Place
Boston, MA 02108




**CLERK'S NOTICE**

This is to notify you that in the above referenced case the Court's action on **02/01/2012**:

*RE: Plff's MOTION for Judgment on pleadings; Plff's Memo of Law in support of Motion; Commonwealths's Opposition to Motion & Cert of Compliance under Rule 9A filed by Att Karen L Stern*

**is as follows:**

**Motion (P#11) ALLOWED (John S. McCann, Justice) Notices mailed 2/1/2012**

Dated at Worcester, Massachusetts this 1st day of February, 2012.

Dennis P. McManus, Esq.,
Clerk of the Courts

BY:

Joanne C. Herring
Assistant Clerk

Telephone: 508-831-2357 (session Clerk) or 508-831-2348

Copies mailed 02/01/2012

**Disabled individuals who need handicap accommodations should contact the Administrative Office of the Superior Court at (617) 788-8130** -- cvdresult_2.wpd 1675808 motallow marchand

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss.

SUPERIOR COURT
CIVIL ACTION
NO. 11-0537

FRANKLIN OFFICE PARK
REALTY CORP.,
Plaintiff

vs.

KENNETH KIMMELL, COMMISSIONER
OF THE MASSACHUSETTS DEPARTMENT
OF ENVIRONMENTAL PROTECTION,
Defendant

## MEMORANDUM AND ORDER FOR JUDGMENT

## INTRODUCTION

The plaintiff Franklin Office Park Realty Corp. is represented by William E. Bernstein, Esq. and Karen L. Stern, Esq. Kenneth Kimmell, Commissioner of the Massachusetts Department of Environmental Protection, is represented by Louis M. Dundin, Assistant Attorney General.

## PROCEDURAL BACKGROUND

The petition is a G. L. c. 30A, § 14 petition for judicial review of a Final Decision issued by the Massachusetts Department of Environmental Protection (DEP).

Franklin Office Park Realty Corp. (Franklin) petitions against the DEP's assessment of a civil administrative penalty against it in the amount of $18,225.00. The assessment is for alleged violations of the Massachusetts Clean Air Act (MCAA) involving the alleged illegal handling and disposal of asbestos at Franklin's property involving the removal of roof shingles from a three-story

residential building (building) located at the property then owned by Franklin at 21 Hastings Street, Mendon, Massachusetts (Site). Franklin's complaint seeks judicial review of the final decision of the Commissioner of the DEP following an administrative appeal filed by Franklin suggesting that the Final Decision and Order for Administrative Penalty should be vacated for the reasons that the Final Decision is:

(a) arbitrary or capricious, an abuse of discretion, or otherwise not in accordance with law;

(b) in excess of statutory authority or jurisdiction of the agency;

(c) unsupported by substantial evidence;

(d) made upon unlawful procedure; and

(e) based on an error of law.

## FACTUAL BACKGROUND

The Administrative Record (AR) and the Hearing Officer establish the following facts, which this court accepts:

Kevin P. Meehan (Meehan) is the president, treasurer and sole stockholder of Franklin. Franklin has no employees.

Meehan attended, but did not graduate from, Worcester Vocational Technical High School, which was called Boy's Trade School when he attended. His last year there was 1979. He has not attended any school since that time.

At all times in question, Meehan personally owned and operated three separate automobile dealerships located in Mendon, Massachusetts. These three businesses consisted of his primary occupation. In addition to those businesses, he also owns and operates through various entities

various parcels of real estate in Massachusetts, most of which have buildings on them. Most of his real estate holdings are primarily commercial. Meehan has never dealt with asbestos in his career. He has no training or knowledge relating to asbestos. There was no evidence before the DEP that Meehan had any background whatsoever in asbestos.

Meehan's real estate holdings, including the real estate owned by Franklin at the Site, have been and are managed by Meehan Realty Management Company (Management Company). The employees of Management Company manage the properties. Management Company collects rents and it is responsible for repairs and maintenance of all of the real estate owned by Meehan and his separate entities.

On October 21, 2008, Franklin bought the Site, which consisted of a three-family home and a commercial garage.

Two to three weeks after Franklin purchased the property, Meehan became aware that there was a leak in the back portion of the roof of the three-family home. He investigated the leak. He observed that many of the shingles were curled; that the shingles had pieces broken off; and, on the top part of the roof, tar was visible. He concluded that the three-family home needed new roof shingles. He commenced a search to find a roofer to do the work. Jonathan Orton (Orton) was an employee of Management Company. Orton holds a Massachusetts Construction Supervisor's License from the Massachusetts Department of Public Safety. A Construction Supervisor is charged with insuring compliance with the State Building Code, including compliance with the DEP's statutes and regulations concerning asbestos and construction debris disposal.

Orton multitasked on behalf of Franklin. One such task was to find a roofer. Orton consulted with Manny Jordao (Jordao).

Jordao is a Brazilian immigrant who came to the United States. He worked for many years through August of 2009 in one of Meehan's dealerships, Imperial Chevrolet. That dealership was located in Milford, Massachusetts, where Jordao cleaned cars. Eventually and while working there, Jordao started his own business including a landscape business and a plowing business. Since August 14, 2009, Jordao worked in his own businesses on a full-time basis. During the years, Jordao's landscape company and snow plowing company were hired and continued to be hired as independent contractors to do landscaping and plowing work for several of the real estate entities owned by Meehan. Meehan sponsored Jordao for citizenship and Jordao eventually became a United States citizen. Meehan never had any financial interest in any of the businesses owned or operated by Jordao.

Jordao recommended roofers to Orton. Orton spoke with several roofers, including those recommended by Jordao. Among those recommended by Jordao was an Ecuadorian roofing crew, F & G Roofing and Siding (F & G). Jordao represented to Orton that F & G were good roofers; they would do the job quickly; and they were reasonably priced. He indicated that they spoke Portuguese and not English and Jordao offered to speak to them on behalf of Meehan. Jordao did speak with them and relayed to Orton what the price would be. Management Company agreed and engaged F & G as independent contractors to remove the existing asphalt shingles from the building and to dispose of the old asphalt shingles. They would then replace the old shingles with new asphalt shingles which Management Company supplied to F & G and had delivered to the Site.

In relation to the whole project, Orton also performed the task of securing a building permit for the project. On November 19, 2008, Franklin, through the efforts of Orton, obtained a building permit, No. W08-262 (Permit), from Thomas D. Hackenson (Hackenson), the Building Inspector for

the Town of Mendon. The Permit allowed for the removal of the asphalt shingles from the roof of the building in question and allowed replacement of them with new asphalt shingles. The Permit was obtained by Orton as an employee of Management Company.

Coincidentally, Hackenson was not only the Building Inspector for the Town of Mendon, but also a State Building Inspector. Hackenson also owned the Site in question with his wife from 1966 to 1971. Notwithstanding the fact that he owned the building for five years, he did not know that there was anything but asphalt shingles on the roof because otherwise, he would not have issued a building permit for the removal of asphalt shingles. The Permit explicitly stated that the work must comply with the State Building Code and with the DEP's and U.S. Environmental Protection Agency's requirements.

The agreement between F & G and Franklin was not a written contract, but rather an oral contract agreed to through Jordao's translation. Orton on behalf of Franklin would orally instruct F & G about what work was to be done. He is also the one who delivered the shingles to F & G that were to be used on the property. Orton was also the one who regularly inspected the work.

Jordao, in addition to recommending F & G and providing translation services for Orton, also rented a "roll-off container" for the containment and disposal of the demolition debris on behalf of Franklin. F & G did not have the ability to arrange for a container without paying cash up front. F & G contacted Jordao. Jordao had an account with container company New England Recycling (NER). Jordao arranged to have the container delivered to the Site on his account. Jordao paid NER for the delivery, use, and removal of the container at the Site. He was reimbursed for that payment by F & G. Neither Meehan, Franklin, nor Management Company paid Jordao or any of Jordao's companies for anything related to the work on the building, that is the container or the removal of

the container from the Site. Jordao's company was listed as the "customer" of NER. An employee was listed as the contact person with NER.

Meehan never knew or suspected that the roofing shingles contained asbestos. There is no evidence that Franklin knew the roof shingles contained asbestos prior to the shingles being removed. He was only informed subsequently that they contained asbestos as will be set forth hereinafter.

During the removal process, F & G removed the old roof shingles and placed new roof shingles onto the building. The old shingles were placed into the container. The removal process occurred sometime between November 20 and November 25, 2008. The container was not covered, sealed, or labeled as required by MCAA regulations. Either F & G or an employee of Management Company called NER to pick up the container for disposal. NER is not an approved site for asbestos waste disposal.

The DEP acknowledges that there is no evidence that F & G had any experience in asbestos or that F & G knew the shingles contained asbestos prior to the discovery later at NER when the shingles were at that Taunton facility. Nor was there evidence that F & G acted with malicious intent.

In the latter days of November 2008, NER made visual observations of the roofing waste in the container. That was sufficient to raise NER's suspicion about the presence of asbestos. NER subsequently tested for asbestos, which test proved to be positive.

NER called Franklin and spoke to Meehan, who was informed that NER had taken the container of old roof shingles to its Taunton facility, tested the old roof shingles, and found that some contained asbestos, and further that NER had not dumped the roof shingles and they were still in the

original container. NER told Franklin (Meehan) that they were bringing the container back to the Site. NER contacted the DEP on November 26, 2008 and reported Franklin's improper waste disposal. Samples of the Franklin waste material were tested by the DEP and by NER, which testing established that the waste contained 15 to 30 times the minimal asbestos levels required to trigger classification as asbestos-containing waste under the MCAA.

Immediately after Franklin (Meehan) was contacted by NER, Meehan called Robert Berger (Berger) of Capital Environmental (Capital), an environmental consultant. Meehan told Berger what had happened. Meehan indicated he did not want any problems and that Franklin was willing to pay a premium to have the roof shingles disposed of properly and as quickly as possible. Berger informed Meehan that he did not do that work but would arrange to have appropriate companies take care of the disposal and that he would coordinate it and make certain that it was done quickly and properly. Berger did do that. Franklin hired those recommended by Berger. Over the course of two days, 850 bags of Franklin's asbestos-containing waste were properly sealed, labeled, and disposed.

The DEP agreed that once Franklin received information that the shingles contained asbestos, Franklin acted expeditiously and properly in the handling and disposal of the asbestos-containing shingles. The DEP concedes that there is no evidence that Franklin intended to violate the law. The DEP concedes that there is no evidence that Franklin had any knowledge of the applicable legal requirements. The DEP admits that there was no written notice to Franklin or any representatives of Franklin of noncompliance with the DEP's asbestos regulations prior to the DEP's assessment of a civil administrative penalty pursuant to G. L. c. 21A, § 16. The basis for the lack of notice was the DEP's conclusion that Franklin's noncompliance was "willful and not the result of error." G. L.

c. 21A, § 16 (noncompliance that falls into this category does not require prior notice of penalty).

The DEP subsequently issued a Penalty Assessment Notice (PAN) to Franklin and assessed a penalty of $18,225.00 for four violations of the MCAA and its regulations as follows: (1) failing to notify the DEP of a demolition/renovation project involving asbestos-containing material; (2) failing to properly seal the container of asbestos-containing waste, risking exposure to the public; (3) failing to label the waste container with a proper asbestos warning; and (4) disposing or contracting for the disposal of asbestos-containing waste at an unapproved facility.

It is clear from the Hearing Officer's findings that the test he utilized found that Meehan, Orton, and F & G, on behalf of Franklin, each should have known about the presence of the shingles. The Hearing Officer further declined to credit that F & G was an independent contractor.

Franklin timely appealed the PAN to this court. The parties disagree over the proper interpretation of "willful and not the result of error" contained in G. L. c. 21A, § 16.

## ISSUES PRESENTED

(1) Should the court defer to the DEP's interpretation of its own statute and regulations because it has been consistently held for over twenty years and because the legislature has implicitly adopted it?

(2) Were Franklin's actions willful and were its actions the result of error within the context of G. L. c. 21A, § 16 and 310 Code Mass. Regs. § 5.14 even if Franklin's interpretation is correct because the Hearing Officer found that it knew or should have known of the presence of asbestos?

## DISCUSSION

### I. Standard of Review

Pursuant to G. L. c. 30A, a court may reverse, remand, or modify an agency decision if the substantial rights of any party have been prejudiced because the agency's decision was not supported by substantial evidence or was a result of an error of law.[1] See G. L. c. 30A, § 14(7)(e). Under the substantial evidence test, the court determines "whether, within the record developed before the administrative agency, there is such evidence as a reasonable mind might accept as adequate to support the agency's conclusion." Seagram Distillers Co. v. Alcoholic Beverages Control Comm'n, 401 Mass. 713, 721 (1988); see also G. L. c. 30A, § 1(6) (defining substantial evidence). If there is substantial evidence, the court must affirm the agency's decision "even though [it] might have reached a different result if placed in the position of the agency." Seagram Distillers Co., 401 Mass. at 721. Judicial review is confined to the administrative record. See G. L. c. 30A, § 14(5).

In reviewing an agency decision, the court must give due weight to the experience, technical competence, and specialized knowledge of the agency, and may not substitute its own judgment for that of the agency. See G. L. c. 30A, § 14(7); Flint v. Commissioner of Pub. Welfare, 412 Mass. 416, 420 (1992); Southern Worcester County Reg'l Vocational Sch. Dist. v. Labor Relations Comm'n, 386 Mass. 414, 420–421 (1982). The court "must apply all rational presumptions in favor of the validity of the administrative action," Consolidated Cigar Corp. v. Department of Pub. Health, 372 Mass. 844, 855 (1977), and may not engage in a de novo determination of the facts, see Vaspourakan, Ltd. v. Alcoholic Beverages Control Comm'n, 401 Mass. 347, 351 (1987). The party

---

[1] In its judgment on the pleadings motion, Franklin asserts that the DEP's decision is improper based on five different bases under G. L. c. 30A, § 14, but it essentially argues only substantial evidence and error of law.

appealing an administrative decision under G. L. c. 30A bears the burden of demonstrating its invalidity. See Merisme v. Board of Appeals on Motor Vehicle Liab. Policies & Bonds, 27 Mass. App. Ct. 470, 474 (1989).

II. Analysis

1. Should the court defer to the DEP's interpretation of its own statute and regulations because it has been consistently held for over twenty years and because the legislature has implicitly adopted it?

General Laws c. 21A, § 16 addresses the DEP's power to assess civil administrative penalties for failures "to comply with any provision of any regulation, order, license or approval issued or adopted by the [DEP], or of any law which the [DEP] has the authority or responsibility to enforce." The DEP must give the violator written notice of and reasonable time to cure the violation prior to the assessment of a penalty, except in six listed circumstances. See G. L. c. 21A, § 16. One of these circumstances–which is the basis of the parties' disagreement here–is when the failure to comply "was willful and not the result of error." Id.

The DEP has long interpreted "willful and not the result of error" as meaning that the underlying act that resulted in the violation was intended, not that the actor intended to violate the applicable law. See, e.g., In the Matter of Accutech Insulation & Contracting, Inc., 2009 WL 6315266 at *4-5 (Mass. Dept. Env. Prot. Nov. 18, 2009), and cases cited ("willful" means "the intent to do the act that resulted in the violation and nothing more"). Based on this interpretation, the DEP did not give Franklin notice of its violations before assessing a civil administrative penalty against it.

The DEP asserts that its interpretation of "willful and not the result of error" is entitled to deference first because it has applied that interpretation consistently for many years. It cites Connery

v. Commissioner of Correction, 414 Mass. 1009 (1993), in support of its assertion. Connery states that "[s]ignificance in interpretation may be given to a consistent, long continued administrative application of an ambiguous statute . . . especially if the interpretation is contemporaneous with the enactment." Id. at 1010. The cases that Connery cites, however, rely on administrative interpretations that were contemporaneous with the enactment of the statute in question. See, e.g., Commissioner of Revenue v. SCA Disposal Servs. of New England, Inc., 383 Mass. 734, 737-738 (1981) (noting policy statement issued nine months after statute's enactment); Lowell Gas Co. v. Commissioner of Corps. & Taxation, 377 Mass. 255, 256-257, 262 (1979) (noting ruling issued within one year of statute's enactment); Cleary v. Cardullo's, Inc., 347 Mass. 337, 343 (1964) (noting testimony that agency had interpreted statute certain way since its enactment).

"The basis for affording the contemporaneous interpretation deference is that the interpretation was made close to the time the Legislature enacted the statute and may represent 'understanding of the public regarding the enactment,'" Connery, 414 Mass. at 1010 (citation omitted). Here, the DEP did not interpret "willful and not the result of error" until almost three years after G. L. c. 21A, § 16 was enacted. Thus, the interpretation was not contemporaneous with § 16's enactment and it is therefore not entitled to significant weight on that basis. See Director of Div. of Employment Security v. Roman Catholic Bishop of Springfield, 383 Mass. 501, 504-505 (1981) (opinion issued approximately two years after statute's amendment not contemporaneous with amendment and not entitled to deference).

The DEP also argues that its interpretation is entitled to weight because the Legislature has implicitly adopted the interpretation by not overruling it in a series of amendments to G. L. c. 21A, § 16. See St. 2008, c. 298, § 5; St. 2004, c. 251, §§ 3-6; St. 1998, c. 206, §§ 1-4; St. 1990, c. 177,

§ 43. See also Falmouth v. Civil Serv. Comm'n, 447 Mass. 814, 820 n.8 (2006), citing McCarty's Case, 445 Mass. 361, 366 (2005) ("[W]e may presume that the Legislature has been aware of the commission's adoption of the postmark rule during the last twenty-five years. The absence of any legislative objection whatsoever during that time is telling" (internal citation omitted).). While the court recognizes this principle of deference, it also recognizes the general principles that statutory interpretation is a de novo question for courts and "an incorrect interpretation of a statute by an administrative agency is entitled to no deference."[2] Town Fair Tire Ctrs., Inc. v. Commissioner of Revenue, 454 Mass. 601, 605 (2009). The court concludes that the DEP's interpretation of "willful and not the result of error" is incorrect and unreasonable, and not entitled to deference.

As Franklin notes, under the DEP's interpretation of "willful and not the result of error," anyone who violates an environmental law solely by acting with intention to undertake the conduct could be assessed a penalty without notice or an opportunity to cure the violation, regardless of his/her knowledge, intent, or good faith regarding the violation. As such, the willfulness exception applies to almost all violative conduct, leaving the notice requirement applicable to a very limited category of conduct. In fact, the Hearing Officer in his recommended decision and the DEP in an opposition memorandum filed with the court give examples of conduct that would incur notice under § 16, i.e., conduct that is not willful or conduct that is not the result of error. These examples--which include sending advance notice to the wrong address, incorrectly sealing asbestos-containing material due to mismarked sealant, or knocking asbestos shingles off a house by accidentally driving a car

[2] The court also recognizes that while an agency's interpretation of its own governing law is entitled to deference in general, "this principle is deference, not abdication, and courts will not hesitate to overrule agency interpretations when those interpretations are arbitrary, unreasonable, or inconsistent with the plain terms of the [governing law] itself." Warcewicz v. Department of Envtl. Protection, 410 Mass. 548, 550 (1991).

into the house–show the high level of inadvertence required of conduct that is entitled to notice. Even the DEP's witness at the adjudicatory hearing testified that he "can't really think" of a violation that would not be willful under the DEP's interpretation of § 16 (AR415).[3]

If the Legislature intended that any purposeful conduct constituting a violation should not be entitled to notice, surely it would have made "willful and not the result of error" the basic standard in § 16, not an enumerated exception to notice. The DEP's interpretation of that language essentially renders null the distinction in § 16 between conduct that receives notice and conduct that does not receive notice. See Wolfe v. Gormally, 440 Mass. 699, 704 (2004) ("A basic tenet of statutory construction requires that a statute be construed so that effect is given to all its provisions, so that no part will be inoperative or superfluous" (citation and internal quotations omitted).).

The DEP further asserts that "a word gains meaning from others with which it is associated." Commonwealth v. Gallant, 453 Mass. 535, 542 (2009). The court concludes, however, that this principle actually supports the unreasonableness of the DEP's interpretation of § 16. The other categories of conduct enumerated in § 16 as exempt from the notice requirement all involve egregious conduct. For example, other exceptions include a pattern of noncompliance, conduct that resulted in "significant impact on public health, safety, welfare or the environment," and "knowingly making, or causing any person to make, a false, inaccurate, incomplete or misleading statement in a document submitted to or required to be kept by the [DEP]." G. L. c. 21A, § 16. Intentionally undertaking conduct that constitutes a violation without knowledge of the violation or the intent to violate the law, i.e., the DEP's interpretation of "willful and not the result of error," is not similarly

---

[3] The witness suggested the housing shingles example the court noted above, testifying further that "I – I've been trying to think of some unintentional way that it would happen. That's about the best I can come up with" (AR428).

egregious. Violating a law with intent or knowledge, on the other hand, is similarly egregious.

For these reasons, the court concludes that G. L. c. 21A, § 16's "willful and not the result of error" language may only be interpreted to mean that the violator must have knowledge that his conduct will or may constitute a violation of applicable environmental standards.[4]

2. Were Franklin's actions willful and were its actions the result of error within the context of G. L. c. 21A, § 16 and 310 Code Mass. Regs. § 5.14 even if Franklin's interpretation is correct because the Hearing Officer found that it knew or should have known of the presence of asbestos?

Having determined the correct interpretation of G. L. c. 21, § 16's "willful and not the result of error" language, the court now must determine whether the Hearing Officer correctly found that Franklin's violation was willful. The court concludes that he did not.

It is clear from the administrative record and the Hearing Officer's decision that no one associated with Franklin and/or the roofing project knew that the shingles contained asbestos. Despite this evidence (or rather, lack thereof), the Hearing Officer found that Franklin, through Meehan, Orton, Jordao, and F & G, "knew or should have known that the roofing shingles and other roofing materials could contain asbestos" (AR581). There is certainly not substantial evidence to support the Hearing Officer's determination of actual knowledge. As for his determination that Franklin (again, through Meehan, Orton, Jordao, and F & G) should have known of the presence of asbestos, regardless of the accuracy of this determination, the court concludes that this finding is insufficient to support a § 16 non-noticed penalty under the correct interpretation of "willful and not the result of error," which requires knowledge of the violation.

The Final Decision is therefore improper based on both a lack of substantial evidence and

---

[4] If the actor has knowledge that his conduct may violate the law, he has a duty to investigate and insure that there will be no violation.

an error of law, and it must be reversed.

**ORDER**

Based on the foregoing, it is hereby **ORDERED** that the motion for judgment on the pleadings of Franklin Office Park Realty Corp. be **ALLOWED**, and the Final Decision of the Massachusetts Department of Environmental Protection affirming the civil administrative penalty in the amount of $18,225.00 be **REVERSED**.

John S. McCann

Justice of the Superior Court

DATED: February 1, 2012

## Hartley, Anne (DEP)

**From:** Adam Brodsky [adam@brodskylaw.com]
**Sent:** Monday, February 06, 2012 10:11 AM
**To:** Hartley, Anne (DEP)
**Subject:** Matter of The Jan Companies, Inc. Docket No. 97-069 Final Decision April 14, 1999

Anne

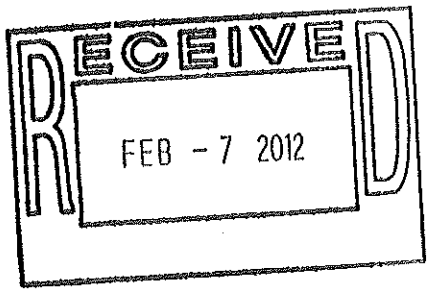
I'm sorry to bother you but do you have a complete copy of this 1997 Bonney Cashin decision? The copy on the Social Library website is missing pages (the key pages that I need to see) and the decisions on your website do not go back far enough. Thank you.

Regards,
Adam

Adam J. Brodsky
Adam J. Brodsky Attorney at Law
100 Recreation Park Drive
Suite 201
Hingham, MA 02043
Tel. (781) 340-6900
Fax. (781) 340-6902
adam@brodskylaw.com
www.brodskylaw.com

## Munster, Bridget (DEP)

**From:** Giorlandino, Salvatore (DEP)
**Sent:** Monday, February 06, 2012 1:03 PM
**To:** Hartley, Anne (DEP); Munster, Bridget (DEP)
**Subject:** FW: franklin office park hearing
**Attachments:** Clerk's Notice Memo and Order.pdf




Salvatore M. Giorlandino
Chief Presiding Officer
Massachusetts Department of Environmental Protection
Office of Appeals and Dispute Resolution
One Winter Street, 2nd Floor
Boston, MA 02108
Telephone: (617) 556-1003
Fax: (617) 574-6880
E-mail: salvatore.giorlandino@state.ma.us

---

**From:** Dingle, Mike (DEP)
**Sent:** Monday, February 06, 2012 12:58 PM
**To:** Giorlandino, Salvatore (DEP); Jones, Timothy (DEP)
**Subject:** FW: franklin office park hearing

fyi

---