

COMMONWEALTH OF MASSACHUSETTS

IN THE MATTER OF)	BROWNFIELDS COVENANT
)	NOT TO SUE AGREEMENT
THE TOWN OF HOLDEN)	
)	
)	RTNs 2-12816, 2-12031, 2-13658,
)	and 2-15148
REDEVELOPMENT OF)	
)	
18 INDUSTRIAL DRIVE, HOLDEN,)	
MASSACHUSETTS)	
)	
)	

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 the Town of Holden (the "Town"). Collectively, the OAG and the Town 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 the remediation and redevelopment of the approximately 22.89-acre property at 18 Industrial Drive, Holden, Massachusetts (the "Property") into the Town of Holden Department of Public Works facility (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 Holden, Massachusetts. The Parties agree that this Agreement, entered into pursuant to G.L. c. 21E, §3A(j)(3), addresses potential claims by the Commonwealth as to the Town and is predicated upon the Town's compliance with the terms and conditions of this Agreement. This Agreement also addresses potential claims brought by third parties for contribution, response action costs, or property damage pursuant to G.L. c. 21E, §§ 4 and 5 or for property damage claims under common law. This Agreement does not, however, address liability arising under contract law.

D. The Parties agree that the Town's ability to complete 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. The Town's failure to secure independent governmental approvals for the proposed remediation shall not excuse the Town from performance of any term or condition of this Agreement.

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 Holden, 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. The Town is a municipal corporation with its principal place of business at 1204 Main Street, Holden, Massachusetts 01520.

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 that are defined in the Brownfields Covenant Regulations, G.L. c. 21E, or the MCP are capitalized.

C. The Property is an approximately 22.89-acre parcel of land located at and known as 18 Industrial Drive in Holden, Massachusetts. It is located within the Holden Industrial Park and is approximately 250 feet south of the intersection of Industrial Drive and Main Street. Title to the Property is recorded in the Worcester District Registry of Deeds at Book 57355, Page 277. A full description of the Property is attached as Exhibit A and incorporated into this Agreement. Due to the operation of the Property as a metal machining and die manufacturing business until 2006, the Property is contaminated with Oil and Hazardous Material.

D. As a result of prior operations at the Property, there has been a release of Oil into the groundwater and soil at the Property. Testing revealed that the Oil exceeds the Reportable Concentrations in Groundwater-1 standards for both soil and groundwater. As a result of these releases, the prior owner conducted remedial activities at the Property, and on February 27, 2009, submitted a Temporary Solution Statement for the entire Site. The Releases and/or Threats of Release of Oil and/or Hazardous Materials, as those terms are defined at 310 CMR 40.0006, that have been assigned RTNs 2-12816, 2-12031, 2-15148, and 2-13658 constitute the "Covered Releases" for the purposes of this Agreement. The areas where Oil and Hazardous Material have

come to be located as a result of the Covered Releases constitutes the "Site," as that term is defined at 310 CMR 40.0006, for the purposes of this Agreement. The Site is also the "property addressed" by this Agreement as the term "property addressed" is used in 940 CMR 23.08(1) in the Brownfields Covenant Regulations. The Site is more fully described on Exhibit B, including the remedial actions already conducted thereon, which is attached and incorporated into this Agreement.

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 that follow.

A. REPRESENTATIONS AND COMMITMENTS BY THE TOWN

1. The Town represents that:

- a. it is an Eligible Person;
- b. 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;
- c. its involvement with the Site has been limited to:
 - i. negotiating and then accepting title to the Property;
 - ii. communicating with the Commonwealth with respect to the Project and various permitting issues with respect to the Property; and
 - iii. conducting assessment actions at the Site, as described in Exhibit C.
- d. none of its activities has caused or contributed to the Release or Threat of Release of Oil and/or Hazardous Material at the Site under G.L. c. 21E and/or the MCP.
- e. it 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. The Town agrees to the following terms and conditions:

- a. The Town shall endeavor to construct a new Department of Public Works facility on the Property, which will include a garage for storing and servicing equipment, supply storage areas, equipment maintenance and repair areas, locker rooms, office space, and administrative space. The Town may consider using a portion of the Property for the installation

and operation of a solar array facility. The Project is more fully described in a plan which is attached as Exhibit D and incorporated into this Agreement.

b. As Owner and/or Operator of the Property, the Town shall maintain the Temporary Solution for the Site, provided that the Town can demonstrate that it is not feasible achieve a Permanent Solution, pursuant to G. L. c. 21E and the MCP. If the Town cannot demonstrate that it is not feasible to achieve a Permanent Solution for any portion of the Site, the Town shall achieve and maintain a Permanent Solution for such portion of the Site in accordance with G.L. c. 21E, the Standard of Care defined in G.L. c. 21E, and the MCP. For so long as the Temporary Solution remains the remediation status, the Town shall continue to comply with all requirements of G.L. c. 21E and the MCP, including the achievement of a Permanent Solution as and when it becomes feasible pursuant to the G.L. c. 21E and the MCP, including, without limitation, 310 CMR 40.1050.

c. The Town shall cooperate fully with MassDEP and OAG with respect to the Covered Releases and the Site, including, without limitation:

i. providing prompt and reasonable access to the Property to MassDEP for any purpose consistent with G.L. c. 21E and the MCP, and to other persons intending to conduct Response Actions pursuant to 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 people to Oil and/or Hazardous Material, such as by fencing or otherwise preventing access to the Site if appropriate and/or necessary to prevent Exposure or as otherwise required by G.L. c. 21E, the MCP, MassDEP, or a Licensed Site Professional acting on behalf of the Town;

v. taking reasonable steps to contain any further Release or Threat of Release of Oil and/or Hazardous Material from a structure or container at the Site, upon obtaining knowledge of a Release or Threat of Release of Oil and/or Hazardous Material; and

vi. conducting, or causing to be conducted, 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. the Town shall ensure that the Property is operated consistently with any Activity and Use Limitation (“AUL”) recorded with respect thereto.

e. the Town shall provide a copy of this Agreement to any successors and assigns as well as to any lessees, sub-lessees, licensees and sub-licensees of the Town's interests in the Property.

B. COVENANT NOT TO SUE BY THE COMMONWEALTH

1. Covenant as to the Town

Pursuant to G.L. c. 21E, §3A(j)(3), in consideration of the representations and commitments by the Town set forth in Section IV, Paragraph A of this Agreement, and subject to the Town's compliance with the terms and conditions of this Agreement and the Termination for Cause provisions described below in Section IV, Paragraph B, subparagraph 5, the Commonwealth covenants not to sue the Town, pursuant to G.L. c. 21E, for Response Action costs, contribution, property damages, or injunctive relief or for property damage under the common law, relating to the Covered Releases, so long as the Response Actions upon which the Temporary Solution Statement filed with respect to the Covered Releases meet the Standard of Care in effect when the Temporary Solution Statement was submitted to MassDEP. 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 first began ownership or operation of the Property subsequent to the effective date of this Agreement ("Subsequent Owners and/or Operators") pursuant to G.L. c. 21E for Response Action costs, contribution, property damage or injunctive relief, 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 (a) the same terms and conditions as those that apply to the Town and (b) the Subsequent Owner's and/or Operator's covenant not to sue the Commonwealth in Section IV, paragraph C, below.

3. Applicability of the Agreement

This Agreement shall be in effect unless and until the statutory protections available to the Town 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, Paragraph B, subparagraph 5.

4. Reservations of Rights

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

a. any new Release of Oil and/or Hazardous Material at or from the Property that occurs after the date of execution of this Agreement;

b. any Release of Oil and/or Hazardous Material which the Town 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 the Town's liability protection under this Agreement;

c. any Release of Oil and/or Hazardous Material at the Site that has not been discovered when any past Temporary Solution Statement or future Permanent Solution Statement or Temporary Solution Statement is submitted to MassDEP that would have been discovered if an assessment of the releases covered by or addressed in the Temporary Solution Statement had been performed consistent with the Standard of Care in effect when the such Statement was or will be submitted;

d. any Release or Threat of Release of Oil and/or Hazardous Material from which there is a new Exposure that results from any action or failure to act by the Town or a Subsequent Owner and/or Operator during the Town'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 the Town's liability protection under this Agreement;

e. any Release of Oil and/or Hazardous Material not expressly described as one of the Covered Releases; and

f. any claims for damages for injury to, destruction of, or loss of natural resources due to a Release of Oil and/or Hazardous Materials.

5. Termination for Cause

a. If the OAG or MassDEP determines that the Town 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 in accordance with Subparagraph 5.c. below. A statement made by the Town regarding the anticipated benefits or impacts of the proposed Project will not be considered false or misleading for purposes of this Subparagraph if the statement was asserted in good faith at the time it was made.

b. In the event that the OAG or MassDEP determines that the Town has violated the terms and conditions of this Agreement, including but not limited to failing to cooperate in the maintenance of a Temporary or Permanent Solution at the Site in accordance with G.L. c. 21E and the MCP, or failing to cooperate in arranging a timely response to a Notice of Audit Finding or any other notice requiring additional work to achieve and/or maintain a Temporary or Permanent Solution at the Site, the OAG may terminate the liability protection offered by this Agreement in accordance with Subparagraph 5.c., below. In the event 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 the Town's liability protection.

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

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

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

1. In consideration of the Commonwealth's covenants not to sue in Section IV, Paragraph B, the Town 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 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 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 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 the Town's covenants in this Paragraph 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 Paragraph C, such claims and/or causes of action shall have no effect on the rights, benefits, and protections secured under this Agreement for any other entity.

D. PROTECTION FROM THIRD PARTY CLAIMS

With regard to any Covered Releases, so long as the Response Actions upon which the Temporary Solution Statement relies meets the Standard of Care in effect when it was submitted to MassDEP, the Town and any Subsequent Owner or Operator are entitled to the protection that G.L. c. 21E §3A(j)(3) provides from claims for contribution, cost recovery, or equitable share brought by third parties pursuant to G.L. c. 21E, §§ 4 and/or 5, or third party claims brought for property damage claims under common law or G.L. c. 21E, §5, based solely on the status of the Town and/or any Subsequent Owner or Operator as owner or operator of the Property or the Site, provided, however, that the Town has satisfied the notification provisions of G.L. c. 21E, §3A(j)(3), and 940 CMR 23.04(2) and further provided that this paragraph shall not apply to the Release and Indemnity Obligations of the Town as provided in that certain agreement entitled, "Agreement for Donation and Acceptance of Real Property," dated February 15, 2017, entered into by the Town and PCC Specialty Products, LLC, a Delaware limited liability company having an address of 301 Highland Avenue, Jenkintown, PA 19046, or in that certain Declaration of Release and Covenant Not to Sue dated as of June 30, 2017, entered into between the Town and PCC Specialty Products, LLC and recorded at the Worcester District Registry of Deeds in Book 57355, Page 284.

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. The terms of this Agreement shall be effective as of the date it is fully executed by all Parties and when the Town acquires title to the Property.

IT IS SO AGREED:

OFFICE OF THE ATTORNEY GENERAL

By: Nancy E. Harper 12/20/17
Nancy E. Harper
Assistant Attorney General
Deputy Division Chief
Environmental Protection Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108

THE TOWN OF HOLDEN

By: Peter M. Lukes
Peter M. Lukes
Town Manager

Date: 12/8/17

EXHIBIT A

EXHIBIT A

PROPERTY DESCRIPTION

In the Town of Holden, Worcester County, Massachusetts, together with the buildings and improvements located thereon, bounded and described as follows:

PARCEL A:

BEGINNING at the northwesterly corner of land granted to Reed Rolled Thread Die Co., in deed recorded January 26, 1951, Book 3315, Page 251, on the southerly line of right of way of the Boston & Maine R.R.;

THENCE S. 77 degrees 19 minutes 30 seconds E., by said right of way of the Boston & Maine R.R., five hundred seventy and thirteen one-hundredths (570.13) feet to a stake at the corner;

THENCE S. 13 degrees 46 minutes W., by other land of Reed Rolled Thread Die Co. passing through a nail in the face of twin pine trees, one thousand three hundred eighty-nine and eighty-two one-hundredths (1,389.82) feet to a corner;

THENCE N. 58 degrees 35 minutes W., three hundred twenty-four and seven one-hundredths (324.07) feet to an iron pipe in a pile of stones;

THENCE S. 79 degrees 49 minutes W., three hundred and three-tenths (300.30) feet to a corner;

THENCE N. 13 degrees 46 minutes E., one thousand two hundred thirteen and four-tenths (1,213.40) feet to a hornbeam tree;

THENCE N. 17 degrees 46 minutes E., by land now or formerly of one Cole, one hundred eighty-nine and sixty-seven one-hundredths (189.67) feet to Place of Beginning, containing 17.92 acres as shown on Plan Book 179, Plan 139.

Being the same premises described in deed from Lewis S. Toombs to Reed Rolled Thread Die Co. recorded January 26, 1951 in Book 3315, Page 251.

PARCEL B:

BEGINNING at the northeasterly corner of said premises on the southerly line of right of way of the Boston & Maine R.R. and shown on Plan Book 305, Plan 22, which point is 35.08 feet N. 77 degrees 19 minutes 30 seconds W. of land of Albert Zottoli;

THENCE S. 13 degrees 46 minutes W. 191.19 feet to a point;

THENCE S. 13 degrees 46 minutes W. 381.41 feet to a point at land now or formerly of said Zottoli;

THENCE continuing S. 13 degrees 46 minutes W. 182.69 feet to a point;

THENCE N. 76 degrees 14 minutes W. 286.05 feet to a point.

THENCE N. 13 degrees 46 minutes E. by land of Reed Rolled Thread Die Co. 749.84 feet to a corner;

THENCE S. 77 degrees 19 minutes 30 seconds E. by the southerly line of right of way of the Boston & Maine R.R. 286.10 feet to Place of Beginning.

Being the premises described in deed from Lewis S. Toombs to Reed Rolled Thread Die Co. recorded July 30, 1953 in Book 3520, Page 291. Excepting the 2 parcels recorded in Book 4720, Page 241 and including the premises recorded in Book 4720, Page 234.

This instrument creates no new boundaries.

PARCEL C

BEGINNING at the northeasterly corner of the strip herein described; on the westerly side of Industrial Drive (Proposed Street) said point of beginning being 733.63 feet southwesterly of (measured) on the westerly line of Industrial Drive (Proposed Street) a point of curve leading northwesterly to Main Street, the radius of which is 20.0 feet;

THENCE running southeasterly by a curve to the left, the radius of which is 300.0 feet and by the westerly line of Industrial Drive (Proposed Street) 133.35 feet to a point at other land now or formerly of the Worcester Business Development Corporation;

THENCE running N. 76 degrees 14 minutes 00 seconds W., by other land now or formerly of the Worcester Business Development Corporation, 29.15 feet to a point at other land now or formerly of Reed Rolled Thread Die Co.;

THENCE running N. 13 degrees 46 minutes 00 seconds E., by other land now or formerly of Reed Rolled Thread Die Co., 129.0 feet to the point of beginning.

Said strip contains 1,228 square feet of land, all as shown on a plan entitled "Holden Industrial Park, Plan of Industrial Drive and Properties in Holden, Massachusetts owned by the Worcester Business Development corporation", dated August 6, 1968 and drawn by Thompson-Liston Associates, Inc., C.E., recorded in Worcester District Registry of Deeds, Plan Book 322, Plan 110 (said plan has been revised September 20, 1968 and October 1, 1968.)

Parcels A, B & C being the same premises conveyed to Quamco, Inc. by deed of Litton Industrial Products, Inc., dated October 23, 1984 and recorded in Book 8424, Page 97.

Parcels B & C abut Industrial Drive, a public street. See deed of Worcester Business Development Corporation to Town of Holden, dated March 18, 1971 and recorded in Book 5129, Page 331.

PARCEL D

The right and easement for all purposes of a private crossing at grade, including the installation of wires, ducts and pipes for services, in a strip of land in Holden, in the County of Worcester and Commonwealth of Massachusetts, said strip of land being forty (40) feet in width throughout, the easterly line of said strip of land being at Station 364 + 88.66 on the center line of location of the Worcester-Peterboro Branch of the Boston and Maine Railroad, said strip of land containing about three thousand three hundred (3,300) square feet and being shown on a plan marked "Crossing Rights in Holden, Mass., Boston & Maine Railroad – To – Reed Rolled Thread Die Co., J. P. Cronin, Engr. of Design, March, 1951", which said plan is recorded with said Deeds, Plan Book 179, Plan 138, and to which plan reference is hereby made for a further description of the easement herein conveyed.

Being the same premises and subject to the conditions contained in the deed of Boston & Maine Railroad to Reed Rolled Thread Die Co. dated February 25, 1952, and recorded with said Deeds, Book 3402, Page 51.

EXHIBIT B

EXHIBIT C

"Exhibit C"

September 14, 2017

Scope of Work MCP Site Work
Former Reed-Rico Facility
18 Industrial Drive, Holden, MA
RTNs: 2-12028, 2-12031 & 2-13658

Weston & Sampson Engineers, Inc. (Weston & Sampson) is pleased to submit this Scope of Work for the completion of Massachusetts Contingency Plan (MCP) activities at the above-referenced property (the "Site"). The MCP activities are associated with Release Tracking Numbers (RTN) 2-12028, 2-12031 and 2-13658 pertaining to releases of volatile organic compounds, petroleum and metals at the above-referenced location.

The site has been an active disposal site since the initial reporting of a release condition to the Massachusetts Department of Environmental Protection (MassDEP) in 1997. Since that time, numerous investigations have been undertaken and reports have been submitted to MassDEP. The Site currently has three (3) Temporary Solutions filed for the 3 distinct release areas on the property. To maintain compliance with the Massachusetts Contingency Plan (MCP), routine monitoring of site conditions and report filings must be completed throughout the calendar year.

As noted, the property has three disposal sites, the Oil Filtration Room, the Western Area and the Southern Area. For the Town to stay in compliance with applicable regulations, this work must continue uninterrupted. Therefore, we have prepared this scope of work to maintain those actions and MCP compliance.

SCOPE OF WORK

Site Assessment Activities

As part of the Temporary Solutions [originally filed as Class C Response Action Outcome (RAO) Statements] on file for each site, regular site activities are required during each six-month period. All three RTNs are currently on the same reporting and field activity schedule.

Our proposed scope of work includes the continuation of historical activities completed at the since the filing of the Temporary Solutions.

Oil Filtration Room (OFR)

Regular activities conducted at the OFR include periodic gauging of perimeter monitoring wells and basement floor and wall holes, and manual non-aqueous phase liquid (NAPL) recovery.

Weston & Sampson will perform periodic OFR perimeter well gauging and manual NAPL recovery activities on 6 wells located in this area. Any NAPL identified will be purged and placed into drums. We will arrange for the delivery of new drums (we assume the old drums have been removed with the transfer of the property) to be placed in the basement of the OFR consistent with historical practices. The floor cores in the basement of the OFR will be gauged and checked for the visual presence of NAPL during the periodic Site visits. Manual recovery of NAPL via portable vacuum may be completed as necessary for those holes exhibiting visual evidence of NAPL; the sump will also be monitored for the presence of NAPL and manual recovery will be performed as needed. Any NAPL recovered from the floor cores during each event will be placed in the drums pending off-site disposal. In addition to the manual recovery of NAPL from the floor cores, absorbent socks and pads will be monitored and changed as necessary.

These activities will be conducted 4 times per year, or once per quarter.

Western Area (WA)

This area does not require much activity during each reporting period with only semi-annual groundwater monitoring conducted on a few monitoring wells.

Weston & Sampson will perform semi-annual groundwater gauging and sampling rounds of WA wells MW-203, MW-204 and MW-205. The samples will be laboratory analyzed for extractable petroleum hydrocarbons (EPH) with target polycyclic aromatic hydrocarbons (PAHs) and dissolved metals (arsenic, barium, and total chromium). Groundwater sampling events will be staggered to collect groundwater samples during periods of high and low water tables.

Monitoring wells will be sampled using EPA low-flow purging and sampling protocols with a peristaltic pump and dedicated polyethylene tubing. A multi-meter with a flow-through cell will be used to monitor groundwater parameters [(DO, pH, temperature, specific conductance (SC), and oxidation-reduction potential (ORP)] and turbidity. Once stable readings are achieved, groundwater samples will be collected from the wells and preserved using the appropriate laboratory containers. The samples will be placed on ice pending transport under chain of custody to the ESS Laboratory in Cranston, Rhode Island.

We also recommend disposal of the oil drums at the end of each year. For this proposal, we have assumed the generation of one 55-gallon drum of oily water and associated coordination and disposal paperwork preparation.

Southern Area (SA)

This area does not require much activity during each reporting period with only post-injection groundwater monitoring conducted on several monitoring wells. As you are aware, the previous owner's consultant recently submitted a Release Abatement Measure (RAM) Completion Report detailing the results of the remedial injection program undertaken in the last couple of years. As is required by regulation, post-injection groundwater monitoring is required following the completion of any injection program for a stipulated length of time depending on site conditions. Since the program just recently ended, it is unclear how long that time frame will be for the SA. However, as more data are collected and analyzed, a definitive time frame may be ascertainable.

Weston & Sampson will perform semi-annual groundwater gauging and sampling rounds of SA wells MW-202SA, GZ-307OW, GZA-308OW, GZ-402OW and GZ-303OW. The samples will be laboratory analyzed for EPH with target PAHs and volatile petroleum hydrocarbons (VPH) with target volatile organic compounds (VOC). Groundwater sampling events will be staggered to collect groundwater samples during periods of high and low water tables.

Monitoring wells will be sampled using EPA low-flow purging and sampling protocols with a peristaltic pump and dedicated polyethylene tubing. A multi-meter with a flow-through cell will be used to monitor groundwater parameters (DO, temperature, SC, and ORP) and turbidity. Once stable readings are achieved, groundwater samples will be collected from the wells and preserved using the appropriate laboratory containers. Groundwater will also be monitored to assess the presence of residual hydrogen peroxide from the injections events using Lamotte® test strips (range 0, 15, 20, 50 and 90); pH will also be measured using a dedicated pH tester. The samples will be placed on ice pending transport under chain of custody to the ESS Laboratory in Cranston, Rhode Island.

MCP Report Preparation

Post Temporary Solution Status Reports for the OFR, WA, and SA Sites must be submitted semi-annually to MassDEP. Weston & Sampson will prepare and submit the Post Temporary Solution Status Reports as one document. Reports have typically been submitted to MassDEP in April and October each year. We anticipate keeping that schedule once we get up and running; with the town's recent taking of the property, it is unlikely that the schedule will allow for an October 2017 submittal, but we will endeavor to complete the work as soon as practical we are granted approval of this scope of work.

Prior to submittal to MassDEP, we will provide you with a DRAFT report for your review and comment. We will also coordinate with you to setup your eDEP account, MassDEP's electronic database, prior to the submittal of both documents if you currently do not have an eDEP account.

We will also prepare Tier II Extension and/or Transfer documents as required to be ready to continue response actions at the site. It should be noted that these documents are not required to continue the monitoring and

gauging activities proposed herein as monitoring activities are not considered response actions. Valid Tier II Permits will be required once the Town decides to proceed with response actions at the site. There is a 45-day lead time to file the Tier II Permit Extension documents. Response actions include active remedial activities such as soil excavation or addition injection treatment rounds.

NOTICE TO PROCEED

We look forward to the opportunity to work on this project. If you have any questions on this scope of work, please do not hesitate to contact Kenneth Gendron at (508) 479-2924 or gendronk@wseinc.com. Please sign the Notice to Proceed below and email to parnasj@wseinc.com if this proposal is acceptable to you.

Sincerely,
WESTON & SAMPSON ENGINEERS, INC.



Frank M. Ricciardi, PE, LSP
Vice President



Kenneth J. Gendron, PG, LSP
Project Manager

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EXHIBIT D

EXHIBIT D

PROJECT DESCRIPTION

The Town of Holden (“Town”) intends to use the property located at 18 Industrial Drive for a variety of municipal purposes. The primary use of this property will be for the construction of a Department of Public Works (DPW) facility. The DPW facility is currently programmed to consist of a building of approximately 64,000 square feet (sf).

This building will function as a combined structure for:

- 1) the storage of DPW vehicles and equipment
- 2) vehicle wash bay
- 3) maintenance facilities for the entire Town of Holden vehicle and equipment fleet
- 4) workshop areas for the different field divisions of the DPW
- 5) crew muster, training, and locker rooms
- 6) office areas for division foreman
- 7) office and storage areas for the administrative and engineering functions of the DPW

Additional uses for the building may include the space for the Town’s local access community television offices and studio spaces.

The areas surrounding the new building will be improved for use for:

- 1) a diesel and gasoline fuel storage and dispensing area for Town vehicles and equipment
- 2) construction of a salt storage shed adequate for approximately 4,000 tons of salt
- 3) parking for employees and visitors
- 4) storage areas for materials such as pipe, hydrants, concrete blocks, earth materials (processed and unprocessed)
- 5) partially covered storage areas for miscellaneous equipment (e.g. plows)
- 6) emergency generators for onsite operations

Remaining land areas of the property may be used for a variety of different municipal uses. At this time, possible uses may include a solar array farm, playing fields for baseball/softball, storage areas for other Town departments, and/or school bus storage facility.