

09/14

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
C.A. NO. 2184CV01934 **A**

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

ROGER SADOSKI, JR. and
SOUTH DEERFIELD WATER
SUPPLY DISTRICT,

Defendants.

9/10/2021

e-filed KG

JOINT MOTION FOR ENTRY OF CONSENT JUDGMENTS

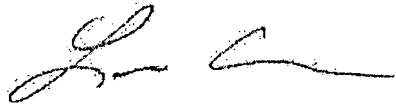
Plaintiff the Commonwealth of Massachusetts and Defendants Roger Sadoski, Jr., and South Deerfield Water Supply District jointly move this Court for entry of Final Judgment pursuant to Mass. R. of Civ. P. 58(a) in the form submitted with this Motion.

Respectfully Submitted,

FOR COMMONWEALTH OF
MASSACHUSETTS

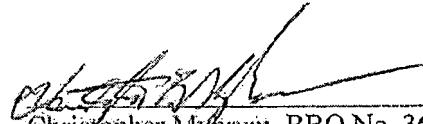
By its attorneys:

MAURA HEALEY
ATTORNEY GENERAL



Laila Atta, BBO No. 682996
Assistant Attorney General
Energy and Environment Bureau
Office of the Attorney General
One Ashburton Place
Boston, MA 02108
(413) 523-7713
laila.l.atta@mass.gov
Date: 8/26/2021

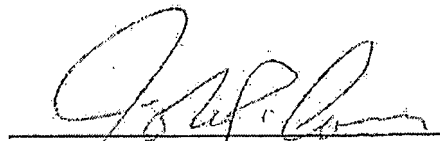
FOR ROGER SADOSKI, JR.



Christopher Myhrum, BBO No. 365980
Law Office of Christopher B. Myhrum
1500 Main Street, Suite 2010
P.O. Box 15407
Springfield, MA 01115-5407
(413) 342-4145
Chrismyhrum@Myhrumlaw.com

Date: 9/3/2021

FOR SOUTH DEERFIELD WATER
SUPPLY DISTRICT



John P. Connor, BBO No. 566927
Stobierski & Connor
377 Main St.
Greenfield, MA 01301
(413) 774-2867
jconnor@stobierski.com

Dated: 8/31/21

Attachment A

NOTIFY 4

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
C.A. NO. 2184CV01934

A

COMMONWEALTH OF
MASSACHUSETTS,

Plaintiff,

v.

ROGER SADOSKI, JR. and
SOUTH DEERFIELD WATER SUPPLY
DISTRICT,

Defendants.

CONSENT JUDGMENT BETWEEN
THE COMMONWEALTH OF
MASSACHUSETTS AND ROGER
SADOSKI, JR.

I. INTRODUCTION

WHEREAS, Plaintiff, the Commonwealth of Massachusetts ("Commonwealth"), acting by and through the Attorney General and the Massachusetts Department of Environmental Protection ("Department"), has filed a Complaint in this action alleging that the Defendants Roger Sadoski, Jr. ("Sadoski") and the South Deerfield Water Supply District ("SDWSD") (hereinafter, collectively, the "Defendants") have violated the Massachusetts Safe Drinking Water Act, G. L. c. 111, § 160 ("SDWA"), and its regulations, 310 C.M.R. §§ 22.00 *et seq.*, at the SDWSD, and violated the Massachusetts Clean Air Act, G. L. c. 111, §§ 142A-O ("CAA") and its regulations, 310 C.M.R. 7.00 *et seq.*, at Long Plain Road in South Deerfield, Massachusetts ("the Site");

WHEREAS, the Complaint alleges that the Defendants: operated a public water supply system and repeatedly submitted false and incomplete monthly Turbidity Individual Filter

JUDGMENT ENTERED ON DOCKET Sept. 22 20 21
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 50(a)
AND NOTICE SENT TO PARTIES PURSUANT TO THE PRO-
VISIONS OF MASS. R. CIV. P. 77(d) AS FOLLOWS

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Monitoring ("TIFM") and Compliance Determination ("CD") reports to the Department; failed to report SDWSD's true turbidity and residual disinfectant measurements as required by the TIFM Reports and CD Reports; failed to report when SDWSD's monitoring system did not record measurements for turbidity and residual disinfectant or when high levels of turbidity or low levels of residual disinfectant triggered notification to the Department; and suffered, caused, permitted, and allowed illegal removal and handling of asbestos containing material, without performing the work consistent with regulatory safety requirements and creating a condition of air pollution;

WHEREAS, the Commonwealth's Complaint seeks injunctive relief and the assessment of civil penalties;

WHEREAS, the Commonwealth and Sadoski (collectively, the "Parties") have reached an agreement to resolve the Commonwealth's claims against Sadoski, including an agreement on the amount of a civil penalty and injunctive relief;

WHEREAS, Sadoski admits no liability for the claims set forth in the Commonwealth's Complaint and takes exception to allegations made therein;

WHEREAS, the Parties consent to the entry of this Consent Judgment without a trial on any issues and agree that the entry of this Consent Judgment is an appropriate means to resolve this case; and

WHEREAS, the Parties agree that the settlement of this matter has been negotiated in good faith and at arm's length, that implementation of this Consent Judgment will avoid prolonged and complicated litigation between the Parties, and that this Consent Judgment is consistent with the goals of the SDWA and the CAA, and is in the public interest.

NOW, THEREFORE, based on the Joint Motion of the Parties for Entry of this Consent Judgment, after due consideration thereof, Sadoski having expressly consented hereto without

admitting to wrongdoing or liability and before taking any testimony and without the adjudication of any issue of fact or law except as provided in Section II (Jurisdiction and Venue), it is **ADJUDGED, ORDERED, AND DECREED**, as follows:

II. JURISDICTION AND VENUE

1. The Superior Court has jurisdiction over the subject matter of this action and over the parties to it pursuant to G. L. c. 12, §§ 5 and 5D, G. L. c. 111, §§ 142A-O and 160, and G. L. c. 214, §§ 1 and 3. Venue is proper in Suffolk County pursuant to G. L. c. 223, § 5.

2. The Complaint alleges facts, which, though disputed, if proven, would constitute good and sufficient grounds for the relief set forth in this Consent Judgment.

III. PARTIES BOUND

3. This Consent Judgment shall constitute a binding agreement between the Parties, and Sadoski consents to its entry as a final judgment by the Court and waives all rights of appeal upon its entry on the docket. If the Superior Court declines to enter this Consent Judgment on any ground except one related to form, this Consent Judgment is voidable at the option of either Party within fourteen (14) days of the Court's decision. If, on the other hand, the Superior Court determines that substantive modifications to this Consent Judgment are necessary prior to the Court's entry of it, the Parties shall enter into good faith negotiations to discuss the modifications, and this Consent Judgment shall be void unless the Commonwealth and Sadoski agree otherwise in writing within fourteen (14) days of the Court's decision.

4. The provisions of this Consent Judgment shall apply to and bind Sadoski and any person or entity acting by, for, or through Sadoski.

5. Sadoski shall not violate this Consent Judgment. In any action to enforce this Consent Judgment, Sadoski shall not raise as a defense the failure by any person or entity acting

by, for, in active concert, or participation with Sadoski to take any actions necessary to comply with the provisions of this Consent Judgment.

6. In addition to any relief specifically provided in this Consent Judgment, Sadoski understands and agrees that violations of this Consent Judgment may be punishable by contempt.

IV. PAYMENT OF CIVIL PENALTIES

7. Sadoski shall pay to the Commonwealth a civil penalty pursuant to the SDWA and the CAA of two-hundred thousand dollars (\$200,000.00) within sixty days of entry of this Consent Judgment ("Entry Date").

8. Sadoski shall make the above-described civil penalty payment by Electronic Funds Transfer ("EFT") to the Commonwealth of Massachusetts in accordance with current EFT procedures, using the following account information:

Commonwealth of Massachusetts, Office of Attorney General
ABA#: 011075150
ACCOUNT#: 00088882022
SANTANDER BANK
75 STATE STREET
BOSTON, MA 02109
TIN: 046002284

and shall include the following in the payment information: "EPD, *Commonwealth v. Roger Sadoski, Jr. and South Deerfield Water Supply District.*" Any payments received by the Commonwealth after 4:00 P.M. (Eastern Time) will be credited on the next business day. At the time of payment, Sadoski shall send notice that such payment has been made to the Commonwealth by electronic mail as set forth below in Section XI (Notices) and shall include all of the payment information stated in this Paragraph in addition to the amount of the payment.

V. INJUNCTIVE RELIEF

9. On or before the Entry Date, Sadoski shall surrender his professional water license, and his right to renew said license, and is enjoined from any public water supply

professional involvement, either volunteer or paid, including, but not limited to working as a public water supply operator (federal, state, local, municipal, or private), commissioner, water board member, or Board of Public Works on a permanent, full-time, part-time, or emergency basis;

10. Sadoski shall surrender his professional water license by delivering all physical copies of his license and/or certificates of registration to the Drinking Water Board at the following address:

Karen Brann

Drinking Water Board

Division of Professional Licensure

1000 Washington Street

Boston, MA 02118-6100

11. Within thirty (30) days from the Entry Date, Sadoski shall provide notification to the Division of Professional Licensure ("Division") that he has surrendered his professional water license as part of a settlement of *Commonwealth v. Roger Sadoski, Jr. and South Deerfield Water Supply District* with the Office of the Attorney General; and

12. Within forty-five (45) days of the Entry Date, Sadoski shall submit to the Department and the Office of the Attorney General, as set forth below in Section IX (Notices), written verification with supporting documentation of his license surrender, including the date that he surrendered the license. Additionally, Sadoski shall provide the Department and the Office of the Attorney General with a copy of the notification that he submitted to the Division as required in Paragraph 10 of this Consent Judgment.

13. Notifications to the Division, the Department, and the Office of the Attorney General, as required by Paragraphs 10 through 12 of this Consent Judgment, shall bear a certification of its accuracy, under penalties of perjury, signed by Sadoski.

VI. INTEREST AND COLLECTIONS

14. If payment required pursuant to this Consent Judgment is late or not made, Sadoski shall pay interest on any overdue amount for the period of such nonpayment at the rate of twelve percent (12%) pursuant to G. L. c. 231, § 6B, computed monthly, and shall pay all expenses associated with collection by the Commonwealth of the unpaid amounts and interest for any period of nonpayment after the payment obligation becomes due, including reasonable attorneys' fees.

VII. EFFECT OF CONSENT JUDGMENT

15. Upon compliance with the requirements of this Consent Judgment, (a) this Consent Judgment shall resolve Sadoski's liability for the specific legal claims alleged against him in the Complaint, and (b) the Commonwealth shall release Sadoski for liability for the specific legal claims alleged against him in the Complaint.

16. Nothing in this Consent Judgment, or any permit or approval issued by the Department relative to the Site: (a) shall bar any action by the Commonwealth on any legal claim not specifically pleaded in the Complaint or for any violations not revealed to the Commonwealth; (b) shall be deemed to excuse noncompliance by Sadoski or any of the persons or entities otherwise bound by this Consent Judgment with any law or regulation; or (c) shall preclude a separate or ancillary action by the Commonwealth to enforce the terms of this Consent Judgment or any permit or other approval issued by the Department relative to the Site.

17. Nothing in this Consent Judgment shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Judgment.

VIII. MISCELLANEOUS

18. Sadoski understands and agrees that, pursuant to 11 U.S.C. § 523(a)(7), the civil penalty and any other costs or sums that Sadoski may be required to pay under this Consent Judgment are not subject to discharge in any bankruptcy.

19. Sadoski shall pay all expenses, including reasonable attorneys' fees and costs, if any, incurred by the Commonwealth in the enforcement of this Consent Judgment.

20. Sadoski waives entry of findings of fact and conclusions of law pursuant to Rule 52 of the Massachusetts Rules of Civil Procedure. The Commonwealth and Sadoski will not challenge or appeal the entry of the Consent Judgment, or the Court's jurisdiction to enter and enforce the Consent Judgment.

21. The titles in this Consent Judgment have no independent legal significance and are used merely for the convenience of the Parties.

22. Massachusetts law shall govern the interpretation and enforcement of this Consent Judgment.

23. Nothing in this Consent Judgment shall be construed to bar, diminish, adjudicate or in any way affect any legal or equitable rights the Commonwealth may have to take additional administrative or legal action against Sadoski with respect to any future violations of the laws or regulations of the Commonwealth or any violations that have not been revealed to the Commonwealth.

24. In computing any period of time under this Consent Judgment, where the last day would fall on a Saturday, Sunday, or State or Federal holiday, the period shall run until the close of business of the next business day.

25. The Commonwealth, acting through either the Office of the Attorney General or the Department, may extend any deadline as either determines is appropriate by giving Sadoski written notice.

IX. NOTICES

26. Unless otherwise specified in this Consent Judgment, notices and submissions required by this Consent Judgment shall be made in writing by first class mail to the following addresses:

For the Attorney General's Office and the Commonwealth:

Laila L. Atta
Assistant Attorney General
Energy and Environmental Bureau
Office of the Attorney General
One Ashburton Place, 19th Floor
Boston, MA 02108
(413) 523-7713
laila.l.atta@mass.gov

For the Department:

Christine LeBel
Chief Regional Counsel
Western Regional Office
Department of Environmental Protection
436 Dwight Street
Springfield, MA 01103
(413) 755-2136
christine.lebel@mass.gov

For Sadoski:

Christopher B. Myhrum
Attorney for Sadoski
Law Office of Christopher B. Myhrum
1500 Main Street, Suite 2010
P.O. Box 15407
Springfield, MA 01115-5407
(413) 342-4145
chrismyhrum@myhrumlaw.com

or, to such other place or to the attention of such other individual as a Party may from time to time designate by written notice to the other Party to this Consent Judgment.

X. INTEGRATION

27. Except as expressly set forth in this Consent Judgment, this Consent Judgment sets forth all of the obligations of the Parties and represents the complete and exclusive statement

of the Parties with respect to the terms of this Consent Judgment; any other representations, communications, or agreements by or between the Parties shall have no force and effect.

XI. AUTHORITY OF SIGNATORY

28. The person signing this Consent Judgment on behalf of Sadoski acknowledges that he or she has personally read and understands each of the numbered Paragraphs of this Consent Judgment and that he or she is authorized to sign and bind Sadoski to the terms of this Consent Judgment.

XII. RETENTION OF JURISDICTION

29. The Court shall retain jurisdiction over this case for purposes of resolving disputes that arise under this Consent Judgment, entering orders modifying this Consent Judgment, or effectuating or enforcing compliance with the terms of this Consent Judgment.

XIII. FINAL JUDGMENT

30. Upon approval and entry of this Consent Judgment by the Court, this Consent Judgment shall constitute a Final Judgment of the Court.

IT IS SO ORDERED. JUDGMENT is hereby entered in accordance with the foregoing.


Justice, Superior Court

9/15/2021
Date

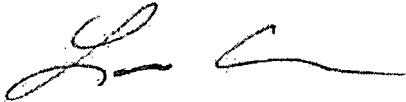
Attest: _____
Assistant Clerk

Date

The Undersigned Parties stipulate and agree to this Consent Judgment in the matter of *Commonwealth v. Roger Sadoski, Jr. and South Deerfield Water Supply District* (Suffolk Superior Court).

FOR THE COMMONWEALTH OF
MASSACHUSETTS

MAURA HEALEY
ATTORNEY GENERAL



Laila Atta, BBO No. 682996
Assistant Attorney General
Energy and Environment Bureau
Office of the Attorney General
One Ashburton Place, 19th Floor
Boston, MA 02108
(413) 523-7713
laila.l.atta@mass.gov

Dated: August 4, 2021

FOR ROGER SADOSKI, JR.



Christopher Myhrum, BBO No. 365980
Law Office of Christopher B. Myhrum
1500 Main Street, Suite 2010
P.O. Box 15407
Springfield, MA 01115-5407
(413) 342-4145
Chrismyhrum@Myhrumlaw.com

Dated: August 5, 2021

Attachment B

NOTIFY

5

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT

C.A. NO. 2184CV01934 A

COMMONWEALTH OF
MASSACHUSETTS,

Plaintiff,

v.

ROGER SADOSKI, JR. and
SOUTH DEERFIELD WATER SUPPLY
DISTRICT,

Defendants.

CONSENT JUDGMENT BETWEEN
THE COMMONWEALTH OF
MASSACHUSETTS AND SOUTH
DEERFIELD WATER SUPPLY
DISTRICT

I. INTRODUCTION

WHEREAS, Plaintiff, the Commonwealth of Massachusetts (the "Commonwealth"), acting by and through the Attorney General and the Massachusetts Department of Environmental Protection (the "Department"), has filed a Complaint in this action alleging that the Defendants Roger Sadoski, Jr. ("Sadoski") and South Deerfield Water Supply District ("SDWSD") (hereinafter, collectively, the "Defendants") violated the Massachusetts Safe Drinking Water Act, G. L. c. 111, § 160 ("SDWA"), and its regulations, 310 C.M.R. §§ 22.00 *et seq.*, at SDWSD, and violated the Massachusetts Clean Air Act, G. L. c. 111, §§ 142A-O ("CAA") and its regulations, 310 C.M.R. 7.00 *et seq.*, at Long Plain Road in South Deerfield, Massachusetts ("the Site");

JUDGMENT ENTERED ON DOCKET Sept. 27, 2021
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 58(a)
AND NOTICE SENT TO PARTIES PURSUANT TO THE PRO-
VISIONS OF MASS. R. CIV. P. 77(d) AS FOLLOWS

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JPS
S+C

WHEREAS, the Complaint alleges that the Defendants: operated a public water supply system and repeatedly submitted false and incomplete monthly Turbidity Individual Filter Monitoring ("TIFM") and Compliance Determination ("CD") reports to the Department; failed to report SDWSD's true turbidity and residual disinfectant measurements as required by the TIFM Reports and CD Reports; failed to report when SDWSD's monitoring system did not record measurements for turbidity and residual disinfectant or when high levels of turbidity or low levels of residual disinfectant triggered notification to DEP; and suffered, caused, permitted, and allowed illegal removal and handling of asbestos containing material, without performing the work consistent with regulatory safety requirements and creating a condition of air pollution;

WHEREAS, the Commonwealth's Complaint seeks injunctive relief;

WHEREAS, the Commonwealth and SDWSD (collectively, the "Parties") have reached an agreement to resolve the Commonwealth's claims against SDWSD, including an agreement on the injunctive relief;

WHEREAS, SDWSD admits no liability for the claims set forth in the Commonwealth's Complaint and takes exception to certain allegations made therein;

WHEREAS, the Parties consent to the entry of this Consent Judgment without a trial on any issues and agree that the entry of this Consent Judgment is an appropriate means to resolve this case; and

WHEREAS, the Parties agree that the settlement of this matter has been negotiated in good faith and at arm's length, that implementation of this Consent Judgment will avoid prolonged and complicated litigation between the Parties, and that this Consent Judgment is consistent with the goals of the SDWA, CAA, and is in the public interest.

NOW, THEREFORE, based on the Joint Motion of the Parties for Entry of this Consent Judgment, after due consideration thereof, SDWSD having expressly consented hereto without admitting to wrongdoing or liability and before taking any testimony and without the adjudication of any issue of fact or law except as provided in Section II (Jurisdiction and Venue), it is **ADJUDGED, ORDERED, AND DECREED**, as follows:

II. JURISDICTION AND VENUE

1. The Superior Court has jurisdiction over the subject matter of this action and over the parties to it pursuant to G. L. c. 12, §§ 5 and 5D, G. L. c. 111, §§ 142A-O and 160, and G. L. c. 214, §§ 1 and 3. Venue is proper in Suffolk County pursuant to G. L. c. 223, § 5.

2. The Complaint alleges facts, which, though disputed, if proven, would constitute good and sufficient grounds for the relief set forth in this Consent Judgment.

III. PARTIES BOUND

3. This Consent Judgment shall constitute a binding agreement between the Parties, and SDWSD consents to its entry as a final judgment by the Court and waives all rights of appeal upon its entry on the docket. If the Superior Court declines to enter this Consent Judgment on any ground except one related to form, this Consent Judgment is voidable at the option of either Party within fourteen (14) days of the Court's decision. If, on the other hand, the Superior Court determines that substantive modifications to this Consent Judgment are necessary prior to the Court's entry of it, the Parties shall enter into good faith negotiations to discuss the modifications, and this Consent Judgment shall be void unless the Commonwealth and SDWSD agree otherwise in writing within fourteen (14) days of the Court's decision.

4. The provisions of this Consent Judgment shall apply to and bind SDWSD, and any person or entity acting by, for, or through SDWSD, including their commissioners, directors,

officers, managers, supervisors, employees, agents, servants, attorneys-in-fact, successors, assigns, contractors, and those persons in active concert or participation with SDWSD who receive notice of this Consent Judgment.

5. SDWSD shall not violate this Consent Judgment and SDWSD shall not allow their commissioners, officers, directors, managers, supervisors, employees, agents, servants, attorneys-in-fact, successors, assigns, contractors, or persons in active concert or participation with SDWSD to violate this Consent Judgment. In any action to enforce this Consent Judgment, SDWSD shall not raise as a defense the failure by any of its commissioners, officers, directors, managers, supervisors, employees, agents, servants, attorneys-in-fact, successors, assigns, contractors, or persons in active concert or participation with SDWSD to take any actions necessary to comply with the provisions of this Consent Judgment. SDWSD shall provide a copy of this Consent Judgment to any contractors, subcontractors, or other agents SDWSD may hire or retain to perform work required by this Consent Judgment.

6. In addition to any relief specifically provided in this Consent Judgment, SDWSD understands and agrees that violations of this Consent Judgment may be punishable by contempt.

IV. INJUNCTIVE RELIEF

7. For the purposes of this Section IV, all words defined in 310 C.M.R. §§ 7.15 and 22.00 shall have the meanings ascribed to them in those regulations unless otherwise stated.

8. SDWSD shall not violate the SDWA or its asbestos regulations at 310 C.M.R. §§ 22.00, *et seq.*

9. SDWSD shall not violate the CAA or its asbestos regulations at 310 C.M.R. § 7.15.

A. Training Requirements

10. SDWSD shall increase employee training to ensure compliance with the SDWA and the CAA. SDWSD shall comply with this requirement in the following manner:

- a. Within fifteen (15) days following the entry of this Consent Judgment ("Entry Date"), SDWSD shall submit to the Department and the Office of the Attorney General all employee training certifications for the present year.
- b. After reviewing the employee training certifications, the Department and/or the Office of the Attorney General may identify in writing additional training and/or courses relevant to SDWSD's compliance with the SDWA and the CAA ("Training List").
- c. Within thirty (30) days after completion of all training required by the Training List, but in no event later than one hundred and twenty (120) days after receipt of the Training List, SDWSD shall submit to the Department and the Office of the Attorney General a sworn certification that each of the SDWSD employees has successfully completed the training required by the Training List and shall provide supporting documentation from the training provider (e.g., a certification of completion from the trainer).
- d. Within ninety (90) days of the Entry Date, SDWSD shall submit to the Department and the Office of the Attorney General a sworn certification that each of the SDWSD employees has successfully completed the Asbestos Cement Water Pipe Specialized Initial Training, as described at

454 C.M.R. § 28.05(9), conducted by a training provider accredited by the Massachusetts Department of Labor Standards ("DLS"), along with supporting documentation from the training provider (e.g., a certification of completion from the trainer).

B. Water Quality Audit Requirements

11. SDWSD shall verify and continue calibration of SDWSD's water quality monitoring equipment in the following manner:

- a. Within fifteen (15) days of the Entry Date, SDWSD shall submit to the Department in writing, for consideration and approval, the identity and contact information of a qualified third-party auditor ("Water Quality Auditor") SDWSD seeks to hire to perform calibration of SDWSD's water quality monitoring equipment within the water distribution system. For the purposes of this Consent Judgment, all references to the SDWSD "water distribution system" are as that term is defined in 310 C.M.R. § 22.02, and shall include the pumping stations, storage tanks, and reservoirs of the public water supply. If the Department disapproves of any proposed auditor, SDWSD shall promptly propose an alternative, but in any event, no later than seven (7) days from the Department's disapproval.
- b. Within thirty (30) days of the Entry Date, SDWSD shall submit to the Department and the Office of the Attorney General documentation regarding an independent third-party auditor's calibration of SDWSD's water quality monitoring equipment within the water distribution system for calendar year 2021.

- c. Starting ninety (90) days from the Department's approval of the Water Quality Auditor, SDWSD's water quality monitoring equipment shall be calibrated by the Water Quality Auditor.
- d. Within fifteen (15) days after the Water Quality Auditor calibrates SDWSD's water quality monitoring equipment, SDWSD shall submit to the Department and the Office of the Attorney General documentation from the Water Quality Auditor verifying the Water Quality Auditor's calibration of SDWSD's water quality monitoring equipment.
- e. The Water Quality Auditor will calibrate SDWSD's water quality monitoring equipment once annually for a period of two (2) years. Only the Water Quality Auditor shall perform calibration of SDWSD's water quality monitoring equipment during this time.

12. SDWSD shall increase chlorine, bacteria, and turbidity sampling in the following manner:

- a. Within fifteen (15) days of the Entry Date, SDWSD shall submit to the Department in writing, for consideration and approval, the identity and contact information of a qualified third-party testing laboratory ("Water Testing Laboratory") SDWSD seeks to hire to perform regular sampling and testing of the chlorine, bacteria, and turbidity within the SDWSD water distribution system. If the Department disapproves of any proposed testing laboratory, SDWSD shall promptly propose an alternative, but in any event, no later than seven (7) days from the Department's disapproval.

- b. Starting thirty (30) days from the Department's approval of the Water Testing Laboratory, SDWSD shall perform additional monthly chlorine, bacteria, and turbidity sampling and testing within the SDWSD water distribution system. This chlorine, bacteria, and turbidity sampling and testing must be performed by the Water Testing Laboratory.
- c. Within fifteen (15) days from receipt of monthly sampling and/or testing reports from the sampling described in the previous sub-paragraph, SDWSD shall submit to the Department and the Office of the Attorney General all such sampling and testing reports along with all supporting documentation.
- d. The increased chlorine, bacteria, and turbidity sampling described in this paragraph shall last for a period of thirty-six (36) months from the date of the Department's approval of the Water Testing Laboratory.

13. SDWSD shall perform a monthly analysis of SDWSD's Supervisory Control and Data Acquisition (SCADA) System in the following manner:

- a. Within fifteen (15) days of the Entry Date, SDWSD shall submit to the Department, for consideration and approval, a qualified third-party auditor ("SCADA Auditor") SDWSD seeks to hire to perform a monthly analysis of SDWSD's SCADA System's internal, electronically recorded logs and records for any inconsistencies in violation of 310 C.M.R. §§ 22.00 *et seq.* If the Department rejects SDWSD's proposed auditor, SDWSD shall promptly propose an alternative, but in any event, within seven (7) days of the Department's disapproval.

- b. Starting thirty (30) days from the Department's approval of the SCADA Auditor, the SCADA Auditor shall begin the monthly analysis of the SCADA logs.
- c. Within fifteen (15) days from its receipt of each monthly SCADA Auditor's analysis report, SDWSD shall submit to the Department and the Office of the Attorney General each analysis report along with its supporting documentation.
- d. Monthly analysis of SDWSD's SCADA System shall last for a period of thirty-six (36) months from the date of the Department's approval of the SCADA Auditor.

14. SDWSD acknowledges that the Water Quality Audit Requirements contained in the paragraphs 11 through 13 do not satisfy any of the requirements in 310 C.M.R. §§ 22.00 *et seq.* and that any requirements of 310 C.M.R. §§ 22.00 *et seq.* will still apply to, and must be completed by, SDWSD within the time limitations imposed by 310 C.M.R. §§ 22.00 *et seq.*

C. Asbestos Audit Requirements

15. Within thirty (30) days of the Entry Date, SDWSD shall submit to the Department and to the Office of the Attorney General a written asbestos survey report (the "Report") that includes updated information identifying and describing the locations of asbestos-containing pipes or other asbestos-containing material in the water distribution system. If the Department or the Office of the Attorney General notifies SDWSD of any deficiency in the Report, SDWSD shall correct and resubmit the report within ten (10) days of notification.

16. Whenever SDWSD is required to notify the Department pursuant to 310 C.M.R. § 7.15, SDWSD shall include all information, including information contained in the Asbestos

Notification Form, regarding any renovation, abatement, or demolition of any asbestos-containing pipes or other asbestos-containing material conducted in the SDWSD system in SDWSD's operator log. All abatement activities must be conducted in accordance with 310 C.M.R. § 7.15 and all applicable federal laws and regulations.

17. SDWSD shall perform increased asbestos sampling, separate and in addition to all sampling required by 310 C.M.R. § 22.06 and approved by the Department for SDWSD, in the following manner:

- a. Within fifteen (15) days of the Entry Date, SDWSD shall submit to the Department, for consideration and approval, the name and contact information of a qualified third-party testing laboratory ("Asbestos Testing Laboratory") SDWSD seeks to hire to perform this increased annual asbestos sampling and testing, separate and in addition to all sampling required by 310 C.M.R. § 22.06. If the Department rejects SDWSD's proposed testing laboratory, SDWSD shall promptly propose an alternative, but in any event, within seven (7) days of the Department's disapproval.
- b. Within fifteen (15) days of the Entry Date, SDWSD shall submit to the Department, for consideration and approval, two additional locations, known to contain asbestos pipe, in which SDWSD proposes to perform annual asbestos sampling ("Asbestos Sample Locations"). If the Department rejects SDWSD's proposed locations, SDWSD shall promptly propose an alternative, but in any event, within seven (7) days of the Department's disapproval.

- c. Starting within thirty (30) days of the Department's approval of the Asbestos Testing Laboratory and Asbestos Sample Locations, SDWSD shall ensure that the Asbestos Testing Laboratory performs sampling at least annually in the Asbestos Sample Locations.
- d. Additional asbestos sampling shall continue for a period of thirty-six (36) months from the date of the initial sample conducted by the Asbestos Testing Laboratory.
- e. SDWSD shall maintain and preserve all documentation of this additional asbestos sampling for a period of five (5) years from the Entry Date and shall provide it to the Department upon request.
- f. SDWSD shall comply with all Department regulations and requirements related to any asbestos waiver filed by SDWSD.

18. SDWSD acknowledges that the Asbestos Audit Requirements contained in paragraphs 15 through 17 do not satisfy the requirements in 310 C.M.R. §§ 7.15 or 22.00 *et seq.* and that all requirements of 310 C.M.R. §§ 7.15 or 22.00 *et seq.* still apply to, and must be completed by, SDWSD within the time limitations imposed by 310 C.M.R. §§ 7.15 or 22.00 *et seq.*

D. Plan Requirements

19. Within two hundred and forty (240) days of the Entry Date, SDWSD shall submit to the Department and to the Office of the Attorney General an updated Capital Improvement Plan, Asset Management Plan, and Rate Study, all as defined and referenced in chapter 11 of the Department Guidelines for Public Water Systems.

E. Corrosion Control Treatment Requirements

20. SDWSD shall take further action on optimal corrosion control treatment within the SDWSD water distribution system in the following manner:

- a. Within thirty (30) days of the Entry Date, SDWSD shall submit to the Department and to the Office of the Attorney General the independent third-party certified professional engineering study of the SDWSD water distribution system for optimal pH levels within the system ("Engineering Study").
- b. Within ninety (90) days of the Entry Date, SDWSD shall commence installation of optimal corrosion control treatment in compliance with the Engineering Study.
- c. SDWSD shall complete installation of pH treatment in compliance with the Engineering Study by December 31, 2021.

F. Certification

21. All reports and other written information that Section IV of this Consent Judgment require SDWSD to submit shall contain an attachment, signed by an authorized individual with authority to bind SDWSD, with the following certification:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments to it, and that this document and its attachments were prepared either by me personally or under my direction or supervision in a manner designed to ensure the reliability, completeness, and accuracy of the information. I further certify that I have asked the individual(s) who prepared the document and all attachments to it whether, and the individual(s) has(have) confirmed

that, the information in this document and all attachments to it is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing and willful submission of a materially false statement.

V. FORCE MAJEURE

22. Any request to extend the deadlines set forth in Section IV (Injunctive Relief) shall be made in writing to the Department, with a copy to the Attorney General, prior to the expiration of the deadline. Upon receipt of a timely request for an extension under this paragraph, the Department may, in its discretion, grant additional time if it is persuaded that the delay in performance is the result of circumstances beyond SDWSD's control. The Department shall not unreasonably withhold or condition an extension, but in the event the Department does withhold an extension, SDWSD shall bear the burden of demonstrating that (a) the delay in performance is the result of circumstances beyond its control and (b) the delay could not have been prevented or avoided by the reasonable exercise of due care, foresight, or due diligence on the part of SDWSD. In its written notice of delay to the Department, SDWSD shall state the anticipated length of delay, the cause of the delay, and the steps or measures it will take to prevent or minimize the delay. SDWSD shall adopt reasonable measures to avoid or minimize the delay. SDWSD's failure to comply with the notice requirements of this paragraph shall constitute waiver of its right to request an extension of time with regard to any delay, and a waiver of any right to relief from the deadlines in Section IV (Injunctive Relief). Except as excused by the Department pursuant to this paragraph, delay on the part of SDWSD's contractors, subcontractors, or consultants shall be attributable to SDWSD and financial inability or increased costs shall not constitute a force majeure condition. If the Parties are unable to reach

an agreement on differences about a delay by informal negotiation or other mutually agreeable means of dispute resolution, then SDWSD may seek review of the Department's determination in Suffolk Superior Court and SDWSD shall bear the burden of demonstrating that the Department's determination was arbitrary and capricious or otherwise not in accordance with law.

VI. EFFECT OF CONSENT JUDGMENT

23. Upon compliance with the requirements of this Consent Judgment, (a) this Consent Judgment shall resolve SDWSD's liability for the specific legal claims alleged against it in the Complaint, and (b) the Commonwealth shall release SDWSD for liability for the specific legal claims alleged against SDWSD in the Complaint.

24. Nothing in this Consent Judgment, or any permit or approval issued by the Department relative to the Site: (a) shall bar any action by the Commonwealth on any legal claim not specifically pleaded in the Complaint or for any violations not revealed to the Commonwealth; (b) shall be deemed to excuse noncompliance by SDWSD or any of the persons or entities otherwise bound by this Consent Judgment with any law or regulation; or (c) shall preclude a separate or ancillary action by the Commonwealth to enforce the terms of this Consent Judgment or any permit or other approval issued by the Department relative to the Site. The Commonwealth expressly reserves all claims for injunctive relief for violations of all of the statutes and regulations referred to in this Consent Judgment, whether related to the specific legal claims resolved by this Consent Judgment or otherwise.

25. Nothing in this Consent Judgment shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Judgment.

VII. MISCELLANEOUS

26. SDWSD understands and agrees that, pursuant to 11 U.S.C. § 523(a)(7), the civil penalty and any other costs or sums that SDWSD may be required to pay under this Consent Judgment are not subject to discharge in any bankruptcy.

27. SDWSD shall pay all expenses, including reasonable attorneys' fees and costs, incurred by the Commonwealth in the enforcement of this Consent Judgment.

28. SDWSD waives entry of findings of fact and conclusions of law pursuant to Rule 52 of the Massachusetts Rules of Civil Procedure. SDWSD will not challenge or appeal the entry of the Consent Judgment, or the Court's jurisdiction to enter and enforce the Consent Judgment.

29. The titles in this Consent Judgment have no independent legal significance and are used merely for the convenience of the Parties.

30. Massachusetts law shall govern the interpretation and enforcement of this Consent Judgment.

31. Nothing in this Consent Judgment shall be construed to bar, diminish, adjudicate or in any way affect any legal or equitable rights the Commonwealth may have to take additional administrative or legal action against SDWSD with respect to any future violations of the laws or regulations of the Commonwealth or any violations that have not been revealed to the Commonwealth.

32. In computing any period of time under this Consent Judgment, where the last day would fall on a Saturday, Sunday, or State or Federal holiday, the period shall run until the close of business of the next business day.

33. The Commonwealth, acting through either the Office of the Attorney General or the Department, may extend any deadline as either determines is appropriate by giving SDWSD written notice.

VIII. NOTICES

34. Unless otherwise specified in this Consent Judgment, notices and submissions required by this Consent Judgment shall be made in writing by first class mail to the following addresses:

For the Attorney General's Office and the Commonwealth:

Laila L. Atta
Assistant Attorney General
Energy and Environmental Bureau
Office of the Attorney General
One Ashburton Place, 19th Floor
Boston, MA 02108
(413) 523-7713
laila.l.atta@mass.gov

For the Department:

Christine LeBel
Chief Regional Counsel
Western Regional Office
Department of Environmental Protection
436 Dwight Street
Springfield, MA 01103
(413) 755-2136
christine.lebel@mass.gov

For SDWSD:

John P. Connor
Attorney for SDWSD
Stobierski & Connor
377 Main St.
Greenfield, MA 01301
(413) 774-2867
jconnor@stobierski.com

or, to such other place or to the attention of such other individual as a Party may from time to time designate by written notice to the other Party to this Consent Judgment.

IX. INTEGRATION

35. Except as expressly set forth in this Consent Judgment, this Consent Judgment sets forth all of the obligations of the Parties and represents the complete and exclusive statement of the Parties with respect to the terms of this Consent Judgment; any other representations, communications or agreements by or between the Parties shall have no force and effect.

X. AUTHORITY OF SIGNATORY

36. The person signing this Consent Judgment on behalf of SDWSD acknowledges: (a) that he or she has personally read and understands each of the numbered paragraphs of this Consent Judgment; (b) that, to the extent necessary, each of SDWSD's directors, officers, managers, and shareholders have consented to that company's entering into this Consent Judgment and to its entry as a Final Judgment; and (c) that he or she is authorized to sign and bind SDWSD to the terms of this Consent Judgment.

XI. RETENTION OF JURISDICTION

37. The Court shall retain jurisdiction over this case for purposes of resolving disputes that arise under this Consent Judgment, entering orders modifying this Consent Judgment, or effectuating or enforcing compliance with the terms of this Consent Judgment and any permits, approvals, or directives issued by the Department pursuant to the terms of this Consent Judgment.

XII. FINAL JUDGMENT

38. Upon approval and entry of this Consent Judgment by the Court, this Consent Judgment shall constitute a Final Judgment of the Court.

IT IS SO ORDERED. JUDGMENT is hereby entered in accordance with the foregoing.


Justice, Superior Court

9/15/2021
Date

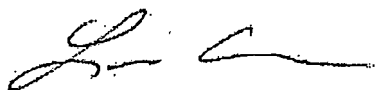
Attest: _____
Assistant Clerk

Date

The Undersigned Parties stipulate and agree to this Consent Judgment in the matter of *Commonwealth v. Roger Sadoski, Jr. and South Deerfield Water Supply District* (Suffolk Superior Court).

FOR THE COMMONWEALTH OF
MASSACHUSETTS


MAURA HEALEY
ATTORNEY GENERAL



Laila Atta, BBO No. 682996
Assistant Attorney General
Energy and Environmental Bureau
Office of the Attorney General
One Ashburton Place, 19th Floor
Boston, MA 02108
(413) 523-7713
laila.l.atta@mass.gov

Dated: August 4, 2021

FOR SOUTH DEERFIELD WATER
SUPPLY DISTRICT



John P. Connor, BBO No. 566927
Stobierski & Connor
377 Main St.
Greenfield, MA 01301
(413) 774-2867
jconnor@stobierski.com

Dated: Aug. 5, 2021