

COMMONWEALTH OF MASSACHUSETTS

IN THE MATTER OF SOUTH MIDDLESEX)	BROWNFIELDS COVENANT
NON-PROFIT HOUSING CORPORATION)	NOT TO SUE AGREEMENT
REDEVELOPMENT OF 7 BISHOP STREET,)	
FRAMINGHAM, MASSACHUSETTS)	MassDEP RTN 3-3527

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 South Middlesex Non-Profit Housing Corporation ("SMNPHC"). Collectively, the OAG and SMOC 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 former Avery Dennison manufacturing plant that is located at 7 Bishop Street in Framingham, Massachusetts (the "7 Bishop Street Project" at the "Property"). SMNPHC intends to allow the South Middlesex Opportunity Council ("SMOC") to use the space as its state-wide headquarters.

C. The Parties intend to set forth in this Agreement their respective duties, obligations and understanding so that the Bishop Street Project can contribute to the physical and economic revitalization of an area of Framingham, Massachusetts. The Parties agree that this Agreement, pursuant to G.L. c. 21E, §3A(j)(3), addresses potential claims by the Commonwealth and third parties as to SMNPHC and is predicated upon SMNPHC'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 under common law. This Agreement does not, however, address liability arising under contract law.

D. 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 Framingham, 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. SMNPHC is a Massachusetts non-profit corporation with a principal office at 300 Howard Street, Framingham, Massachusetts. Its purposes include acquiring, holding, selling, leasing and otherwise managing real property for use by the South Middlesex Opportunity Council Inc. ("SMOC"), a Massachusetts non-profit corporation also with a principal office currently at 300 Howard Street, Framingham, Massachusetts, and its affiliates, agents and employees.

III. STATEMENT OF FACT AND LAW

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

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

C. The Property is approximately 4 acres of land at 7 Bishop Street in Framingham, Massachusetts and is bounded by Bishop Street to the west, Clark Street Extension to the north, and it intersects and is bounded by Waverly Street (Rt. 135). The Property has four buildings and two parking lots. The Property is more fully described in Exhibit A, which is attached and incorporated into this Agreement. Solvent and petroleum contamination has been detected in soil and groundwater at the 7 Bishop Street Property.

D. The Massachusetts Department of Environmental Protection ("MassDEP") has received notice of Releases of Oil and/or Hazardous Materials ("OHM") at the Property. MassDEP has assigned Release Tracking Number ("RTN") 3-3527 to those Releases. The areas where OHM have come to be located as a result of the Releases assigned RTN 3-3527 constitute the "Site," as that term is defined at 310 CMR 40.0006. The Site is also the "property addressed" by this Agreement as the term "property addressed" is used at 940 CMR 23.08(1) in the Brownfields Covenant Regulations. The Site is more fully described in Exhibit B, which is attached and incorporated into this Agreement. Exhibit B describes the environmental conditions in detail, including the nature and extent of contamination detected at the Site.

IV. COMMITMENTS AND OBLIGATIONS

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

A. REPRESENTATIONS AND COMMITMENTS BY SMNPHC

1. SMNPHC represents that:
 - a. it is an Eligible Person;
 - b. it is not at the time of execution of this Agreement a person with potential liability for the Site pursuant to G.L. c. 21E;
 - c. it is not now nor has it ever been previously affiliated with any person having potential liability for the Site pursuant to G.L. c. 21E, except as set forth below;
 - d. its involvement with the Site has been limited to:
 - i. evaluating the Property for purposes of acquiring the Property;
 - ii. negotiating to acquire the Property; and
 - iii. communicating with the Commonwealth and federal agencies with respect to the remediation and redevelopment of the Property;
 - e. none of the SMNPHC's activities have caused or contributed to the Release or Threat of Release of OHM at the Site under G.L. c. 21E and/or the MCP; and
 - f. SMNPHC 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 except as described in Exhibit C, which is attached and incorporated into this Agreement.

2. SMNPHC agrees to the following terms and conditions:
 - a. SMNPHC shall endeavor to acquire ownership of the Property and, if it becomes an Owner and/or Operator of the Property, undertake the Project by modifying the existing office space, and allowing SMOC to use the space as its state-wide headquarters. Approximately 150 SMOC employees will be transferred to the 7 Bishop Street Property. SMOC will also run various programs, including counseling, job training, and housing assistance at this location. A full description of the Project is attached as Exhibit D to this Agreement.
 - b. If it becomes an Owner and/or Operator of the Property, SMNPHC shall maintain or arrange for the maintenance of a Permanent Solution as described in the Waiver Completion Statement submitted on July 28, 1998 and the Risk Assessment Review and Clarification letter from Elissa J. Brown, LSP to Joanne Fagan dated April 6, 2012 (collectively the Waiver Completion Statement") for any Release of OHM occurring at the Site, in accordance with G.L. c. 21E, the Standard of Care defined in G.L. c. 21E, and the MCP. If it becomes an Owner and/or Operator of the Property, the SMNPHC shall also cooperate fully with MassDEP. The Waiver Completion Statement is attached as Exhibit E to this Agreement.

c. If it becomes an Owner and/or Operator of the Property, SMNPHC shall immediately after becoming Owner and/or Operator record the Amended Restrictive Covenant ("ARC") in the South Middlesex Registry of Deeds. SMNPHC shall provide a certified registry copy of the recorded ARC which identifies the book or page number to the Commonwealth of Massachusetts. The ARC is attached as Exhibit F to this Agreement. All activities and uses at the Property shall conform to all restrictions and requirements of the ARC.

d. To cooperate fully includes, without limitation:

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

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

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

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

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

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

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

B. COVENANT NOT TO SUE BY THE COMMONWEALTH

1. SMNPHC

Pursuant to G.L. c. 21E, §3A(j)(3), in consideration of the representations and commitments by SMNPHC set forth in Section IV.A of this Agreement, and subject to SMNPHC's compliance with the terms and conditions of this Agreement and the Termination for Cause provisions described below in Section IV.B.5, the Commonwealth covenants not to sue SMNPHC for Response Action costs, contribution, property damage, natural resources damages, or injunctive relief under G.L. c. 21E, or for property damage under the common law,

relating to any Release of OHM occurring at the Site prior to the execution of this Agreement (the "Covered Releases"). The covenant in this Paragraph shall vest on the effective date of this Agreement as defined in Section IV.D.5. This Agreement shall not affect any liability established by contract.

2. Subsequent Owners and/or Operators

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

3. Applicability of the Agreement

This Agreement shall be in effect unless and until the statutory protections available to SMNPHC or Subsequent Owners and/or Operators pursuant to G.L. c. 21E, §5C are in effect. This Agreement is subject to the Termination for Cause provisions described below in Section IV.B.5.

4. Reservations of Rights

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

- a. any Release of OHM at or from the Property that first occurs after the date of execution of this Agreement;
- b. any Release of OHM which SMNPHC or any Subsequent Owner and/or Operator causes, contributes to, or causes to become worse, but if the cause or contribution is that of a Subsequent Owner and/or Operator, such reservation shall affect the liability protection applicable only to such Subsequent Owner and/or Operator and shall not affect SMNPHC's liability protection under this Agreement;
- c. any Release of OHM not discovered when the Waiver Completion Statement was submitted to MassDEP that would have been discovered if an assessment of the Property or portion of the Property covered by or addressed in the Waiver Completion Statement had been performed consistent with the Standard of Care in effect when the Waiver Completion Statement was submitted;
- d. any Release or Threat of Release of OHM from which there is a new Exposure that results from any action or failure to act pursuant to G.L. 21E by SMNPHC, or a Subsequent Owner and/or Operator during SMNPHC'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 SMNPHC's liability protection under this Agreement;

e. any Release of OHM not expressly described as one of the Covered Releases in Section IV.B.1, or Section IV.B.2 of this Agreement;

f. any claims (i) for damages for injury to, destruction of, or loss of natural resources due to a Release of Oil and/or Hazardous Material occurring after the execution of this Agreement, (ii) for exacerbation of injury to, destruction of, or loss of natural resources occurring after the execution of this Agreement, where original injury, destruction or loss of natural resources was due to a Release of Oil and/or Hazardous Material occurring either before or after the execution of this Agreement, (iii) for the costs of any natural resource damage assessment relating to conditions first caused or exacerbated after the execution of this Agreement, and (iv) for damages for injury to, destruction of, or loss of natural resources due to a Release of Oil and/or Hazardous Material not expressly described in Section IV.B.1 or Section IV.B.2 of this Agreement. If, however, injury to, destruction of, or loss of natural resources, or the exacerbation of such conditions, is caused by a Subsequent Owner and/or Operator, this reservation shall affect the liability protection applicable only to such Subsequent Owner and/or Operator, and shall not affect SMNPHC's liability protection.

5. Termination for Cause

a. If the OAG or MassDEP determines that SMNPHC submitted materially false or misleading information as part of their Application to Enter into a Brownfields Covenant Not to Sue Agreement, the OAG may terminate the liability protection offered by this Agreement for the offending party in accordance with Section IV.B.5.d of this Agreement. A statement made by SMNPHC regarding the anticipated benefits or impacts of the proposed Project will not be considered false or misleading for purposes of this section if the statement was asserted in good faith at the time it was made.

b. If the OAG or MassDEP determines that the SMNPHC or a Subsequent Owner and/or Operator has violated the terms and conditions of this Agreement, including, but not limited to, failure to maintain a Permanent Solution in accordance with Section IV.A.2.b of this Agreement, G.L. c. 21E and the MCP, failure to record the ARC as required by this Agreement, or if the OAG or MassDEP determines that the SMNPHC will not acquire ownership of the Property despite endeavoring to do so, the OAG may terminate the liability protection offered by this Agreement in accordance with Section IV.B.5.d of this Agreement. In the event that the liability protection is terminated solely because of a violation by SMNPHC of one or more of the conditions set forth in Section IV.A.2.d.i through Section IV.A.2.d.v of this Agreement, such termination shall affect the liability protection applicable only to SMNPHC. In the event that the liability protection is terminated solely because of a violation by a Subsequent Owner and/or Operator of one or more of the conditions set forth in Section IV.A.2.d.i through Section IV.A.2.d.v of this Agreement, such termination shall affect the liability protection applicable only to the Subsequent Owner and/or Operator and shall not affect SMNPHC's liability protection.

d. Before terminating the liability relief provided by this Agreement, the OAG will provide SMNPHC or a Subsequent Owner and/or Operator, as appropriate, with

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

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

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

1. In consideration of the Commonwealth's covenants not to sue in Section IV.B of this Agreement, SMNPHC 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 any of the Covered Releases; or

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

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

D. CONTRIBUTION PROTECTION AND RIGHTS OF THIRD PARTIES AND AFFECTED THIRD PARTIES

1. With regard to the Covered Releases, SMNPHC and any Subsequent Owner and/or Operator are entitled to the protection G.L. c. 21E §3A(j)(3) provides from claims for contribution, Response Action costs or property damage brought by third parties under G.L. c. 21E, §§ 4 and/or 5, or third party claims brought for property damage claims under the common law, based solely on the status of SMNPHC or any Subsequent Owner and/or Operator as Owner or Operator of the Property and/or the Site, provided that, (1) SMNPHC has provided Affected Third Parties and the public with notice pursuant to G.L. c. 21E, §3A(j)(3) and 940 CMR 23.04(2); and (2) the Response Actions upon which the Waiver Completion Statement submitted to MassDEP pursuant to Section IV.A.2.b or Section IV.A.4.b of this Agreement relies meet the Standard of Care in effect when the Waiver Completion Statement is submitted to MassDEP.

2. Nothing in this Agreement shall relieve SMNPHC of any potential liability that it may have for a Release or Threat of Release of Oil or Hazardous Material: (a) that first begins to occur after the Commonwealth's covenant not to sue SMNPHC included within this Agreement vests; (b) from which there is a new Exposure that results from any action or failure to act by SMNPHC pursuant to G.L. c. 21E during its ownership or operation of the Property; or (c) that violates or is inconsistent with an Activity and Use Limitation established pursuant to G.L. c. 21E and the MCP.

3. This Agreement does not relieve SMNPHC of any liability for those Releases or Threats of Releases of OHM as described in Section IV.B.4. of this Agreement, to the extent applicable to third parties.

4. Nothing in this Agreement shall affect any claims that any third party may have against any party not a signatory to this Agreement, including any and all prior owners of the Property, notwithstanding any contract or agreement between SMNPHC and any prior owners of the Property.

E. GENERAL PROVISIONS

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

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

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

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

5. Effectiveness

The Commonwealth's covenant not to sue SMNPHC, as described in Section IV.B.1 of this Agreement, and the protections from third party claims provided to SMNPHC in Section IV.D, shall be effective as of the date this Agreement is fully executed by all Parties;

IT IS SO AGREED:

OFFICE OF THE ATTORNEY GENERAL

By: Nancy E. Harper
Nancy E. Harper
Assistant Attorney General
Environmental Protection Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Date: 6/26/12

SOUTH MIDDLESEX NON-PROFIT HOUSING CORPORATION

By: [Signature]
Name: James T. Cuddy

Title: Executive Director

Date: 7/9/12

As to protections for the South Middlesex Non-Profit Housing Corporation from claims for natural resource damages:

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS

By: [Signature]
Richard K. Sullivan, Jr.,
Secretary of the Executive Office of Energy and Environmental Affairs
One Hundred Cambridge Street, 9th Floor
Boston, MA 02114

Date: 6/26/12

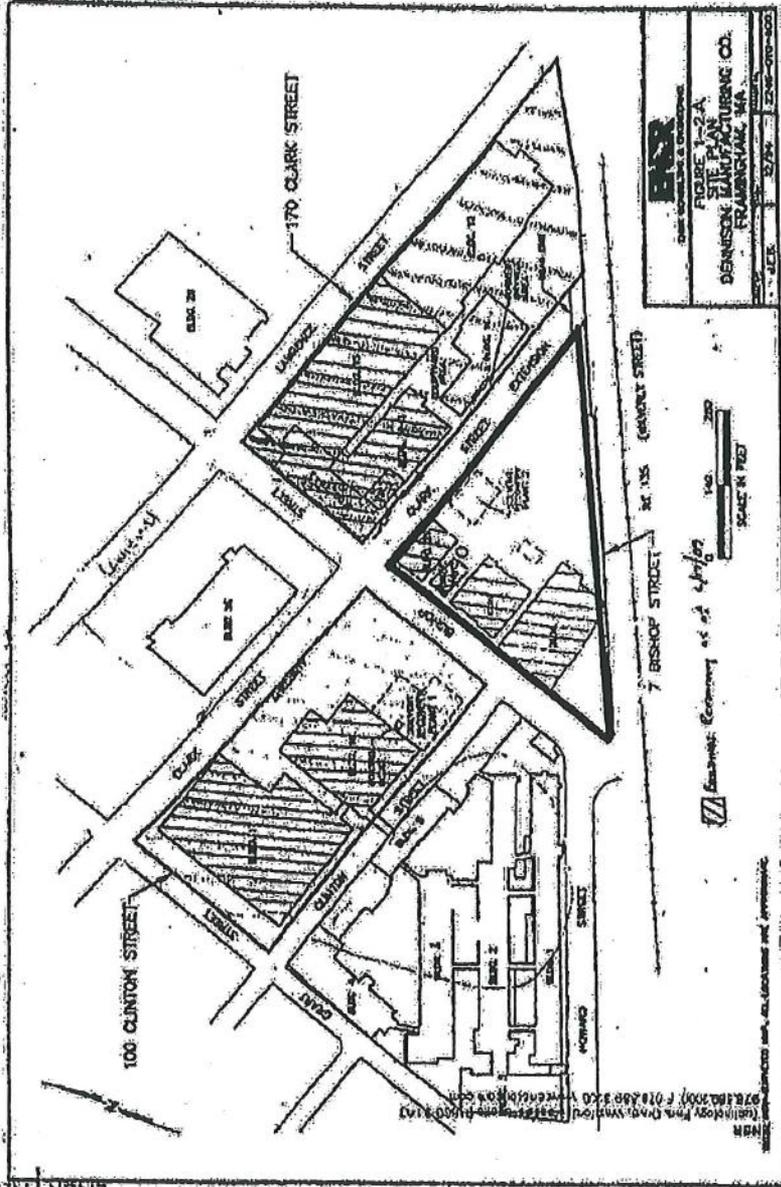
EXHIBIT A

PROPERTY DESCRIPTION

The Property is a four-acre, triangle shaped parcel located between Bishop Street and Clark Street Extension on Waverly Street (Route 135), with four buildings and two parking lots, currently used and owned by Dennison Manufacturing Company d/b/a Avery Dennison Corporation, in Framingham, Massachusetts, known as "7 Bishop Street." The Property is described in deeds recorded in the Southern Middlesex Registry of Deeds as follows: Deed dated December 4, 1913, Book 3845, Page 30; Deed dated April 13, 1911, Book 3595, Page 116; Deed dated January 16, 1907, Book 3278, Page 492 and Deed March 27, 1896, Book 2449, Page 284. Meaning and intending to convey only that property and the buildings thereon known as 7 Bishop Street, Framingham, Massachusetts being bounded by Bishop Street, Clark Street Extension and the Boston and Albany Railroad, and to the middle of the way known as Clark Street Extension, all as shown on Exhibit A-1 attached hereto.

EXHIBIT A-1

ENSR AERTM



ENSR
 ENGINEERING & ARCHITECTURE
 PROJECT #22-A
 DENNISON PLANT REPAIRING CO.
 FRAMINGHAM, MA
 DATE: 12/79

7 BISHOP STREET 36, 135 (GRANDY STREET)
 Estimated Economy of 44%
 SCALE: 1/8" = 1'-0"

ENSR
 278.100.300 / F.018.288.330
 1000 STATE STREET, SUITE 200
 FRAMINGHAM, MA 01901
 (508) 875-1100

EXHIBIT B

SITE DESCRIPTION AND SUMMARY OF ENVIRONMENTAL CONDITIONS

The Site was assigned RTN 3-3527 by the Department of Environmental Protection (DEP) as a result of the detection of solvent and petroleum contamination in soil and groundwater. Contamination was attributed to former operations at the site which included solvent and fuel use and handling. Between 1993 to 1996 comprehensive investigations, including a Phase II Comprehensive Site Assessment (and Method 3 Site Specific Risk Characterization) were completed in connection with areas where releases had occurred. Additional groundwater sampling was conducted in 1997 and 1998.

In July 1998, a Waiver Completion Statement ("WCS") was submitted to DEP the indicating that the Site "posed no significant risk to human health, safety, public welfare or the environment under either current or foreseeable future uses." The WCS indicated that a "permanent solution and a condition of no significant risk, as defined by the 1988 MCP [had] been achieved" and that the "site specific risk characterization assume[d] that the property remains a manufacturing facility therefore a permanent solution as defined by the 1995 MCP 310 CMR 40.0630, had not been established." The risk characterization included a characterization of risk for current and future on-site office workers. Consequently, with restrictions on human access to and contact with hazardous materials in soil and groundwater (see restrictive covenant below), use of the Site for commercial or industrial uses, including use for office purposes, poses no significant risk to human health, public safety, public welfare or the environment. See letter dated April 6, 2012 entitled "7 Bishop Street, Framingham, MA RTN 3-3527, Risk Assessment Review and Clarification" attached as Exhibit B-1.

The "Site" encompasses an area slightly greater than the 7 Bishop Street Property described Exhibit A and includes a portion of Waverly Street near Coolidge Street. It should be noted that there are no impacts detected off the 7 Bishop Street Property, with the exception of a minor (orders of magnitude below applicable standards) acetone concentration detected in groundwater in well PR3D, located on the south side of Waverly Street near Coolidge Street. The disposal site boundary map attached as Exhibit B-2 shows the inferred disposal site limit by the dashed line to account for this detection.

A restrictive covenant, restricting the use of property based on restrictions on human access to and contact with hazardous materials in soil and groundwater and restricting certain activities to the property, was recorded in October 1999. See Exhibit B-3 attached.

A new restrictive covenant, with the same restrictions on use and access, will be recorded at the time of transfer. See Exhibit B-4 attached.

EXHIBIT B-1



AECOM
250 Apollo Drive
Chelmsford, MA 01824

978.905.2100 tel
978.905.2101 fax

April 6, 2012

Ms. Joanne Fagan
Section Chief, Brownfields
MA Department of Environmental Protection
205B Lowell St., Wilmington, MA 01887

**Subject: 7 Bishop Street, Framingham, MA RTN 3-3627
Risk Assessment Review and Clarification**

Dear Ms. Fagan,

When we last spoke, you raised concerns regarding the July 28, 1998 Waiver Completion Statement by Kleo Talladouros, AECOM which stated that the "results of the comprehensive response actions and the risk characterization indicate that the Dennison property located at 7 Bishop Street in Framingham, Massachusetts, poses no significant risk to the human health, safety, public welfare or the environment under either current or foreseeable future uses", but that the site-specific risk characterization assumed that the property remain a *manufacturing* (italics added) facility.

I have reviewed the 1998 risk characterization and believe that this statement does not fully capture the results of the 1998 risk characterization. The 1998 risk characterization supports a determination of no significant risk for commercial activities as well as industrial activities, having included a characterization of risk for on-site office workers, who are "assumed to spend the majority of the workday inside the building in one of the manufacturing areas or offices". For both current and future uses, the risk characterization evaluated the potential risk associated with inhalation of site-related compounds that may volatilize from the groundwater into the building assuming a 70-kg worker breathes indoor air containing volatilized site-related compounds for 8 hours per day, 5 days per week, 50 weeks per year for 25 years. Potential exposure to soil was not evaluated because the property is paved or covered with building structure and soil is thus not accessible. A deed restriction has been implemented to ensure that the soil exposure pathway will continue to be incomplete in the future. With these assumptions, the total potential carcinogenic risk for the on-site worker under current and future site conditions is 4.02×10^{-6} , below the MCP acceptable risk level of 1×10^{-5} and the noncarcinogenic hazard index is 0.45, below the 1998 MCP acceptable total hazard index of 1.0. Therefore, no adverse carcinogenic or noncarcinogenic health effects are likely to occur under the current or future site conditions for the on-site commercial or industrial worker.

South Middlesex Opportunity Counsel (SMOC), the potential buyer of the 7 Bishop Street parcel, has stated their intention to use the property in the same manner in which it uses its present headquarters at 300 Howard St. It is an administrative office use for the management functions of SMOC's many programs as follows:

- Office Space for approximately 190 full and part-time employees
- The parking lot will be used solely as a parking lot.
- The building will house SMOC's:
Administrative Staff
Real Estate Development, Housing Management & Development Staff

Workforce Development, Education & Training Staff
Behavioral Health and Domestic Violence Program Staff
WIC Program Staff
Single Adult & Family Shelter Management Staff
Head Start & Day Care Administrative Staff
Energy & Financial Assistance Staff

SMOC has stated that the exact configuration of programs may change over the years. However they believe that the basic concept is and will remain that of an office building where SMOC's program related administrative staff have offices. All SMOC Day Care and Head Start classrooms are and will be located at other sites. All SMOC Residential Programs are and will be located at other sites. Clients may access the building to meet with staff to coordinate program services, many of which occur at other locations.

Some training and educational programs offered at SMOC's headquarters at 300 Howard St. will be offered at 7 Bishop Street. These are:

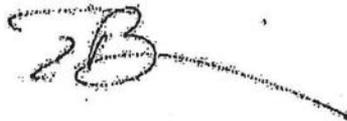
- GED and ESL classes;
- Job-readiness training at the Opportunity Center;
- Computer training courses in the computer learning classroom at the Opportunity Center;
- Parenting and nutritional classes are offered by the WIC Program;

SMOC has further stated that the Behavioral Health staff meets clients on site. There are occasional AA meetings conducted on site. In general, however, client visits to the building are brief, generally less than an hour, except for the specific adult educational programs which sometimes are longer than an hour. By far, the greatest percentage of use is office use by SMOC administrative staff.

It is the opinion of this LSP that the office and training/educational program use is consistent with that of a commercial or industrial office worker identified in the 1998 risk characterization and thus poses No Significant Risk to human health, safety, public welfare or the environment. Therefore, use of the property by SMOC for office purposes is not a change of use that would invalidate the 1998 Waiver Completion Statement.

I hope that this clarifies the issue of risk by commercial workers at 7 Bishop Street and allays any concerns that you may have. If you have any further questions or concerns, please do not hesitate to contact me.

Yours sincerely,



Elissa J. Brown, LSP
Senior Program Director

cc: Bruce Martin, Avery Dennison
Brad Martin, Morrison Mahoney

EXHIBIT B-2

EXHIBIT B-3

46

RESTRICTIVE COVENANT

This Restrictive Covenant is made as of this 21st day of ~~September~~ ^{October}, 1999, by Dennison Manufacturing Company, a Nevada corporation, with a business address of Framingham, Massachusetts ("Grantor").

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain parcels of land located in Framingham, Massachusetts, with the buildings and improvements thereon;

WHEREAS, said parcels of land, which are more particularly described in Exhibit A attached hereto and made a part hereof ("Property") have been used by Grantor in connection with its business operation for several decades;

WHEREAS, the Grantor has performed an environmental assessment of the Property and has determined that the Property is contaminated with various chemical compounds;

WHEREAS, the Property comprises a disposal site as the result of a release of hazardous materials and Grantor has engaged an environmental consultant to characterize the risks to human health and the environment resulting from the contamination discovered at the Property in accordance with applicable Massachusetts regulatory requirements;

WHEREAS, the consultant assumed certain exposure pathways and receptors in performing its work which were based upon (a) the restriction of human access to and contact with hazardous materials in soil and groundwater, and (b) the restriction of certain activities occurring in, on, through, over or under the Property; and

WHEREAS, Grantor desires to restrict the Property as provided herein in order to ensure that future activities at the Property will not result in significant risk to human health and the environment;

NOW, THEREFORE, Grantor hereby imposes, for the benefit of the Grantor and its successors and assigns as owner of the various parcels that comprise the Property, the following restrictions on the Property:

A. Use Restrictions:

1. No portion of the impervious asphalt pavement covering any portion of the Property shall be permanently removed or destroyed;

Duplicate land RES

12.08
296
20-05-05 09:27:11
HSE 11/02/99 09:55:02

2. No building now extant shall be removed without the subsequent placement of a permanent barrier (i.e. another building or asphalt pavement) limiting access to the soils on the Property;
3. Buildings, utilities or other structures shall not be constructed or placed below the surface of the ground without the preparation and implementation of soil management and health and safety plans by qualified professionals;
4. No residential use, or use as a children's school, children's day care, children's playground or other children's recreational uses shall be permitted if such use would result in prolonged or direct contact with subsurface soils;
5. No gardening or agricultural use which would utilize the subsurface soils, particularly the cultivation of food-producing vegetation, shall be permitted;
6. No wells should be installed or use made of the groundwater under the Property; and
7. The following Uses of the Property are expressly permitted:
 - Office use;
 - Warehousing or storage of goods;
 - Shipping and receiving;
 - Parking of vehicles;
 - Assembly of goods;
 - Research and development;
 - Manufacturing;
 - Commercial activities;
 - Retail;
 - Adult education and training;
 - Sales of goods and services;
 - Any non-residential use permitted under zoning and not prohibited in clauses 1 through 6 above; and

Such other activities or uses which, in the opinion of a qualified environmental professional, would present no greater risk of harm to health, safety, public welfare or the environment than the activities and uses set forth in this paragraph.

B. Preservation of Limited Access to Soils.

The Grantor and its successors-in-title shall undertake steps to ensure that activities at the Property are limited so that disturbance of the surface and subsurface soils is restricted. Such steps include:

1. Maintaining the bituminous concrete paving covering the Property except in connection with construction activities or underground utility line installation, repair or maintenance activities. In the event that disturbance of soils must occur for construction activities, utility repair, maintenance or installation purposes, or other purposes, such that workers could be exposed to surface and subsurface soils, a health and safety plan and an excavation plan must be prepared and implemented under the supervision of a qualified environmental professional. Upon completion of construction activities or underground utility line installation, repair or maintenance, soil inaccessibility shall be maintained by replacing the concrete asphalt pavement or other barrier in exposed soil areas; and
2. Maintaining the structural integrity of the existing chain link fence or other comparable means of limiting access to the public.

C. Future Modification of Restriction.

In the event that the Grantor or a successor-in-title performs environmental remediation on the Property to the degree that any of the above restrictions can be modified without (in the opinion of a qualified professional) unacceptable risk to human health, safety, public welfare or the environment, then the above restrictions may be modified to the degree that does not create unacceptable risk (in the opinion of a qualified professional) to human health, safety, public welfare or the environment.

D. Limitation of Liability.

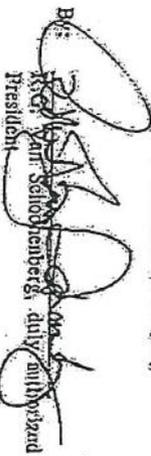
By accepting delivery of a deed to the Property, and in consideration of the delivery and recording of a deed from the Grantor to a third party ("Grantee"), Grantee, for itself and its successors in title, shall be deemed to release and does hereby release Grantor and its parent, predecessors, affiliates, successors and assigns from any and all claims relating to or arising from the environmental condition of the Property including without limitation, all claims or liabilities with respect to federal and state environmental laws, codes, rules and regulations. In addition, the Grantee and its successors-in-title covenant and agree to indemnify Grantor and its parent,

predecessors, affiliates, successors and assigns and hold Grantor harmless from and against any claims relating to the environmental condition of the Property, including without limitation, all claims or liabilities with respect to federal and state environmental laws, codes, rules and regulations.

The above restrictions shall run with the Property and be binding upon any third party and its successors-in-title for the maximum period permitted by law. Each owner of the Property shall be liable under these restrictions only with respect to breaches that occur during his period of ownership.

Witness the execution hereof this 21st day of September, 1999.

Dennison Manufacturing Company

By: 
R.G. Van Schoonenberg, duly authorized
President

By: 
W.H. Smith, duly authorized Treasurer

STATE OF CALIFORNIA

October
September 21, 1999

County of Los Angeles, ss

Then, personally appeared the above-named R.G. Van Schoonenberg, President of Dennison Manufacturing Company, and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me,




Notary Public
My Commission Expires:

3 FIELD OFFICES DENNISONSCHENBERG.COM

EXHIBIT A

The land with buildings thereon located in Framingham, Middlesex County, Massachusetts described as follows:

PARCEL I:

The land with improvements thereon consisting of several parcels bounded by Grant Street, Clark Street, Bishop Street and Clinton Street, Framingham, Massachusetts more particularly described in the following instruments:

1. Registered Land Certificate 11626 recorded with Middlesex South Registry District in Book 78, Page 589;
2. Deed dated August 10, 1920 recorded with Middlesex South Registry of Deeds in Book 4380, Page 1;
3. Deed dated March 27, 1896 recorded with said Registry of Deeds in Book 2449, Page 284; and
4. Deed dated April 13, 1911 recorded with said Registry of Deeds in Book 3596, Page 2.

PARCEL II:

The land with improvements thereon consisting of several parcels bounded by Lawrence Street, Bishop Street, Clark Street Extension and the Boston and Albany Railroad Company more particularly described in the following instruments:

1. Deed dated June 8, 1973 recorded with said Registry of Deeds in Book 12460, Page 47;
 2. Deed dated March 15, 1972 recorded with said Registry of Deeds in Book 12171, Page 715;
 3. Registered Land Certificate 62950 recorded with said Registry District in Book 411, Page 249; and
 4. Registered Land Certificate 130255 recorded with said Registry District in Book 781, Page 105.
-

BK 30829PG037

PARCEL III:

The land with improvements thereon consisting of several parcels bounded by Bishop Street, Clark Street Extension, and the Boston and Albany Railroad more particularly described in the following instruments:

1. Deed dated December 4, 1913 recorded with said Registry of Deeds in Book 3845, Page 30;
2. Deed dated April 11, 1911 recorded with said Registry of Deeds in Book 3596, Page 116;
3. Deed dated January 16, 1907 recorded with said Registry of Deeds in Book 3278, Page 492; and
4. Deed dated March 27, 1896 recorded with said Registry of Deeds in Book 2449, Page 284.

IN WELLS AND COMPANY'S OFFICE

EXHIBIT B-4

RESTRICTIVE COVENANT

This Restrictive Covenant is made as of this __ day of _____, 2012 by South Middlesex Non-Profit Housing Corporation, a Massachusetts non-profit corporation, with a principal business office in Framingham, Massachusetts ("Grantor").

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain parcels of land located in Framingham, Massachusetts, with the buildings and improvements thereon which are more particularly described in Exhibit A attached hereto and made a part hereof ("Property");

WHEREAS, the Property has been used by the prior owner, Dennison Manufacturing Company, d/b/a Avery Dennison Corporation ("Dennison"), in connection with its business operation for several decades;

WHEREAS, the Dennison performed an environmental assessment of the Property and has determined that the Property is contaminated with various chemical compounds;

WHEREAS, the Property comprises a disposal site as the result of a release of hazardous materials and Dennison has engaged an environmental consultant to characterize the risks to human health and the environment resulting from the contamination discovered at the Property in accordance with applicable Massachusetts regulatory requirements;

WHEREAS, the consultant assumed certain exposure pathways and receptors in performing its work which were based upon (a) the restriction of human access to and contact with hazardous materials in soil and groundwater, and (b) the restriction of certain activities occurring in, on, through, over or under the Property, and based on such assumptions and continued restrictions on access and activities, concluded that the Property poses no significant risk to human health, safety, public welfare or the environment under current and future use of the Property for commercial and industrial activities, including use of the Property for office purposes; and

WHEREAS, Grantor desires to restrict the Property as provided herein in order to ensure that future activities at the Property, including use of the Property for commercial and industrial activities, will not result in significant risk to human health and the environment;

NOW, THEREFORE, Grantor hereby imposes, for the benefit of the Grantor and its successors and assigns, the following restrictions on the Property:

A. Use Restrictions:

1. No portion of the impervious asphalt pavement covering any portion of the Property shall be permanently removed or destroyed;
2. No building now extant shall be removed without the subsequent placement of a permanent barrier (i.e. another building or asphalt pavement) limiting access to the soils on the Property;

3. Buildings, utilities or other structures shall not be constructed or placed below the surface of the ground without the preparation and implementation of soil management and health and safety plans by qualified professionals;
4. No residential use, or use as a children's school, children's day care, children's playground or other children's recreational uses shall be permitted;
5. No gardening or agricultural use which would utilize the subsurface soils, particularly the cultivation of food-producing vegetation, shall be permitted;
6. No wells should be installed or use made of the groundwater under the Property; and
7. The following Uses of the Property are expressly permitted:
 - Office use;
 - Warehousing or storage of goods;
 - Shipping and receiving;
 - Parking of vehicles;
 - Assembly of goods;
 - Research and development;
 - Manufacturing;
 - Commercial activities;
 - Retail;
 - Adult education and training;
 - Sales of goods and services;
 - Any non-residential use permitted under zoning and not prohibited in clauses 1 through 6 above; and
 - Such other activities or uses which, in the opinion of a qualified environmental professional, would present no greater risk of harm to health, safety, public welfare or the environment than the activities and uses set forth in this paragraph.

B. Preservation of Limited Access to Soils.

The Grantor and its successors-in-title shall undertake steps to ensure that activities at the Property are limited so that disturbance of the surface and subsurface soils is restricted. Such steps include:

1. Maintaining the bituminous concrete paving covering the Property except in connection with construction activities or underground utility line installation, repair or maintenance activities. In the event that disturbance of soils must occur for construction activities, utility repair, maintenance or installation purposes, or other purposes, such that workers could be exposed to surface and subsurface soils, a health and safety plan and an excavation plan must be prepared and implemented under the supervision of a qualified environmental professional. Upon completion of construction activities or underground utility line installation repair or maintenance, soil inaccessibility shall be maintained by replacing the concrete asphalt pavement or other barrier in exposed soil areas; and
2. Maintaining the structural integrity of the existing chain link fence or other comparable means of limiting access to the public.

C. Future Modification of Restriction.

In the event that the Grantor or a successor-in-title performs environmental remediation on the Property to the degree that any of the above restrictions can be modified without (in the opinion of a qualified professional) unacceptable risk to human health, safety, public welfare or the environment, then the above restrictions may be modified to the degree that does not create unacceptable risk (in the opinion of a qualified professional) to human health, safety, public welfare or the environment.

The above restrictions shall run with the Property and be binding upon any third party and its successors-in-title for the maximum period permitted by law. Each owner of the Property shall be liable under these restrictions only with respect to breaches that occur during its period of ownership.

Witness the execution hereof this __ day of _____, 2012.

SOUTH MIDDLESEX NON-PROFIT
HOUSING CORPORATION

By: _____
Name:
Title:

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this __ day of _____ 2012, before me, the undersigned notary public, personally appeared South Middlesex Non-Profit Housing Corporation, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose. Optional, if needed: (as partner for _____ partnership) (as _____ of _____ corporation), (as _____ of _____ limited liability company), (as attorney in fact for _____).

(official seal)

(type or print name) Notary Public

My commission expires:

EXHIBIT A

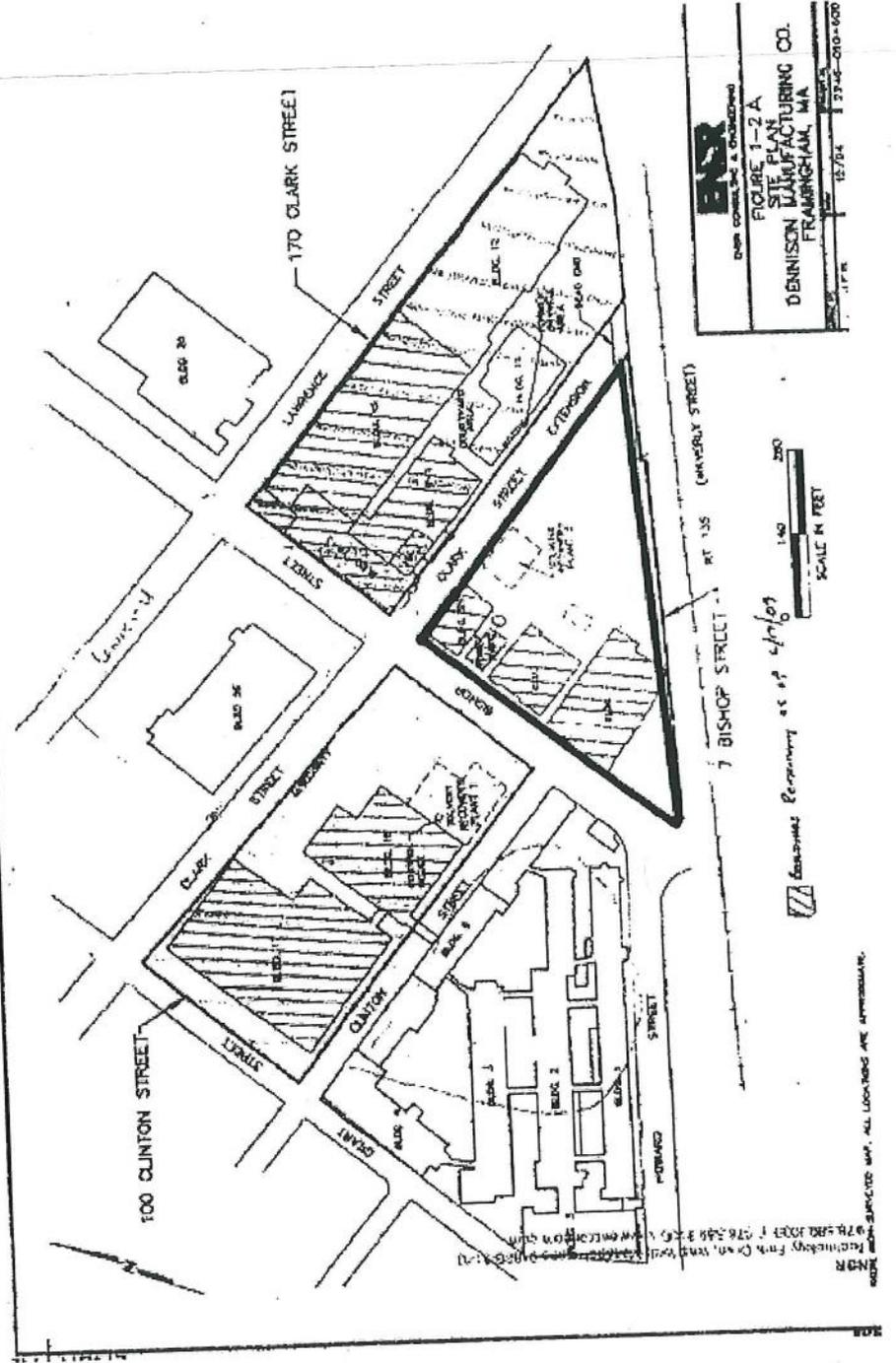
The land with buildings thereon located in Framingham, Middlesex County, Massachusetts described as follows:

PARCEL III:

The land with improvements thereon consisting of several parcels bounded by Bishop Street, Clark Street Extension and the Boston and Albany Railroad Company more particularly described in the following instruments:

1. Deed dated December 4, 1913 recorded with said Registry of Deeds in Book 3845, Page 30;
2. Deed dated April 13, 1911 recorded with said Registry of Deeds in Book 3595, Page 116;
3. Deed dated January 16, 1907 recorded with said Registry of Deeds in Book 3278, Page 492; and
4. Deed dated March 27, 1896 recorded with said Registry of Deeds in Book 2449, Page 284.

Being only that property and the buildings thereon known as 7 Bishop Street, Framingham, Massachusetts being bounded by Bishop Street, Clark Street Extension and the Boston and Albany Railroad, and to the middle of the way known as Clark Street Extension, all as shown on the plan attached hereto.





 DENISON MANUFACTURING CO.

 FRAMINGHAM, MA

 12/7/04

 3745-010-000

Scale in Feet

 0 140 280

4/1/07

 4/1/07

ALL LOCATIONS ARE APPROXIMATE.

EXHIBIT C

ADMINISTRATIVE ENFORCEMENT

57 Mechanics Street, Marlborough, MA RTN 2-018501. SMNPHC is subject to a Notice of Responsibility (“NOR”) and Request for Information (“RFI”) dated February 28, 2012. SMNPHC responded to the RFI on March 9, 2012 and is completing response actions in accordance with the NOR.

17 Ethan Allen Street, Worcester, MA RTN 2-016879 and 2-17655. While this property is owned by the PIP Foundation, Inc. (of which SMOC is the sole member), SMNPHC is the recipient of a January 18, 2012 Notice of Non-compliance (“NON”) with outstanding requirements to submit, by May 1, 2013 a Phase IV Remedy Implementation Plan and, by November 19, 2013 a Response Action Outcome (“RAO”) Statement or, in the alternative, a Tier II Extension, along with a schedule for submission of an RAO Statement within one year of the Tier II Extension.

EXHIBIT D

PROJECT DESCRIPTION

SMNPHC intends to acquire the 7 Bishop Street Property currently used and owned by Dennison Manufacturing d/b/a Avery Dennison Corporation for office space, modify the existing office space, and allow the South Middlesex Opportunity Council (“SMOC”) to use the space as its state-wide headquarters. Approximately 150 SMOC employees will be transferred to the 7 Bishop location. SMOC will also run various programs, including counseling, job training, and housing assistance at this location. See www.smoc.org and Exhibit D-1 attached for a description of these programs.

EXHIBIT D-1

SMOC intends to utilize 7 Bishop Street in the same manner in which it uses its present headquarters at 300 Howard St. It is an administrative office use for the management functions of SMOC's many programs as follows:

- Office Space for approximately 190 full and part-time employees
- The parking lot will be used solely as a parking lot.
- The building will house:
 - SMOC's Administrative Staff
 - SMOC's Housing Management & Development Staff
 - SMOC's Real Estate Development Staff
 - SMOC's Workforce Development Staff
 - SMOC's Education & Training Staff
 - SMOC's Behavioral Health Staff
 - SMOC's Domestic Violence Program Staff
 - SMOC's WIC Program Staff
 - SMOC's Single Adult & Family Shelter Management Staff
 - SMOC's Head Start & Day Care Administrative Staff
 - SMOC's Energy & Financial Assistance Staff

See brochure attached describing SMOC's programs. While the exact configuration of programs may change over the years, the 7 Bishop Street is and will remain an office building where SMOC's program related administrative staff will have offices. All SMOC Day Care and Head Start classrooms are located at other sites. All SMOC Residential Programs are located at other sites. Clients access the building to meet with staff to coordinate program services, many of which occur at other locations.

Some training and educational programs offered at SMOC's headquarters at 300 Howard St. will be offered at 7 Bishop Street. These are:

- GED and ESL classes at the Joan Brack Adult Learning Center;
- Job readiness training workshops (Resume Writing, Communication Skills, Conflict Resolution, etc) at the Opportunity Center;

- Computer training courses (Intro to Computers, Intro to Word, etc) in the computer learning classroom at the Opportunity Center;
- Parenting and nutritional classes are offered by the WIC Program.

The Behavioral Health staff meets clients on site. There are occasional AA meetings conducted on site. In general, however, client visits to the building are brief, generally less than an hour, except for the specific adult educational programs which sometimes are longer than an hour. By far, the greatest percentage of use is office use by SMOC administrative staff.

The property is also subject to a restrictive covenant, provided with the draft BCNTS application, with which, of course, SMOC will strictly comply.

EXHIBIT E

WAIVER COMPLETION STATEMENT



Consulting • Engineering • Remediation

35 Nagog Park
Acton, MA 01720
(978) 635-9500
FAX (978) 635-9180
<http://www.ensr.com>

July 28, 1998

Ms. Patricia Donahue
Department of Environmental Protection
Northeast Regional Office
10 Commerce Way
Woburn, MA 01801

**RE: Waiver Completion Statement Opinion
Dennison Manufacturing Company
7 Bishop Street, Framingham, Massachusetts
DEP Case No. 3-3527**

Dear Ms. Donahue:

On behalf of our client, Avery Dennison Corporation, ENSR Consulting and Engineering (ENSR) is pleased to submit the enclosed Waiver Completion Statement for the above referenced property.

Pursuant to 310 CMR 40.537 of the 1988 Massachusetts Contingency Plan (MCP), Waiver of Approvals for Non-Priority Disposal Sites, comprehensive response actions consisting of a Phase II - Comprehensive Site Assessment and a Method 3b Site Specific Risk Characterization have been completed at the property. These comprehensive response actions have been performed in accordance with the approved waiver application and are consistent with M.G.L. 21E and the 1988 MCP.

Reports detailing the comprehensive response actions and risk characterization entitled "Phase II - Comprehensive Site Assessment - Field Program, 7 Bishop Street, 170 Clark Street, 100 Clinton Street", dated February 1996 and "MCP Phase II Risk Characterization, 7 Bishop Street, Framingham, Massachusetts", dated February 1996, respectively, have been submitted to the DEP - Northeast Regional Office. Please note that the Phase II - Comprehensive Site Assessment - Field Program report, in addition to the subject property, combined assessment data generated from the conduct of field activities at the 100 Clinton Street and 170 Clark Street Avery Dennison properties. These listed properties are located adjacent to the subject property.

The results of the comprehensive response actions and the risk characterization indicate that the Dennison property located at 7 Bishop Street in Framingham, Massachusetts, poses no significant risk to the human health, safety, public welfare or the environment under either current or foreseeable future uses. Therefore, a Permanent Solution and a condition of No Significant Risk, as defined by the 1988 MCP, have been achieved at the property and no further response actions are warranted. The feasibility of attaining or approaching background at the property has not been defined. In addition, the Site Specific Risk Characterization assumes that the property remains a manufacturing facility, therefore a Permanent Solution, as defined by the 1995 MCP, 310 CMR 40.0630, Nonpriority Disposal Sites with a Waivers, has not been established.

Ms. Patricia Donahue
July 28, 1998
Page 2

If you have any questions or require additional information regarding this Waiver Completion Statement, please do not hesitate to contact me at 508-635-9500.

Sincerely,



Kleo T. Taliadouros
Program Manager

KTT/mfm

Attachments

cc. Ms. Roberta L. Macklin, Avery Dennison
Mr. John E. Arnold, Avery Dennison

REMEDIAL RESPONSE ACTION
COMPLETION STATEMENT

Do not send this form in with the application form. Detach this page and reserved it until the remedial response action is completed. At that time, submit this statement to the Department.

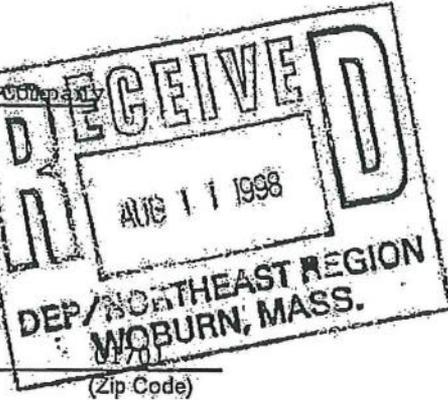
A. SITE INFORMATION

Name of Disposal Site: Dennison Manufacturing Company

DEP Site ID Number: 3-3527

Address: 7 Bishop Street
(Street)

Framingham, MA
(City/Town) (State)



C. STATEMENT OF CONFORMANCE:

I certify that the remedial action for the 7 Bishop Street has been
(Site Name)

completed in accordance with the approval waiver application dated 9/20/93
(Month/Day/Year)

M.G.L.c.21E, and the Massachusetts Contingency Plan.

Andrew Smith 8-9-98
(Signature of Applicant/Date)

D. STATEMENT OF COMPLETION:

Provide an opinion as to whether the remedial response action constitutes a permanent solution under M.G.L.c.21E and provide a basis for that opinion. This opinion must be signed by the applicant and the applicant's consultant.

Please see the attached letter dated _____ . As described in that letter, the response action constitutes a permanent solution.

Andrew Smith 8-9-98 508-634-7009
(Signature of Applicant/Date) (Phone Number)

KLEO TALIADOULOS [Signature] 4/23/98
(Name of Consultant Firm) (Signature of Applicant's Remedial Response Action Consultant/Date)
ENSR Consulting & Engineering



AECOM
250 Apollo Drive
Chelmsford, MA 01824

978.905.2100 tel
978.905.2101 fax

April 6, 2012

Ms. Joanne Fagan
Section Chief, Brownfields
MA Department of Environmental Protection
205B Lowell St., Wilmington, MA 01887

**Subject: 7 Bishop Street, Framingham, MA RTN 3-3527
Risk Assessment Review and Clarification**

Dear Ms. Fagan,

When we last spoke, you raised concerns regarding the July 28, 1998 Waiver Completion Statement by Kleo Talladouros, AECOM which stated that the "results of the comprehensive response actions and the risk characterization indicate that the Dennison property located at 7 Bishop Street in Framingham, Massachusetts, poses no significant risk to the human health, safety, public welfare or the environment under either current or foreseeable future uses", but that the site-specific risk characterization assumed that the property remain a *manufacturing* (lithics added) facility.

I have reviewed the 1996 risk characterization and believe that this statement does not fully capture the results of the 1996 risk characterization. The 1996 risk characterization supports a determination of no significant risk for commercial activities as well as industrial activities, having included a characterization of risk for on-site office workers, who are "assumed to spend the majority of the workday inside the building in one of the manufacturing areas or offices". For both current and future uses, the risk characterization evaluated the potential risk associated with inhalation of site-related compounds that may volatilize from the groundwater into the building assuming a 70-kg worker breathes indoor air containing volatilized site-related compounds for 8 hours per day, 5 days per week, 50 weeks per year for 25 years. Potential exposure to soil was not evaluated because the property is paved or covered with building structure and soil is thus not accessible. A deed restriction has been implemented to ensure that the soil exposure pathway will continue to be incomplete in the future. With these assumptions, the total potential carcinogenic risk for the on-site worker under current and future site conditions is 4.02×10^{-6} , below the MCP acceptable risk level of 1×10^{-5} and the noncarcinogenic hazard index is 0.45, below the 1995 MCP acceptable total hazard index of 1.0. Therefore, no adverse carcinogenic or noncarcinogenic health effects are likely to occur under the current or future site conditions for the on-site commercial or industrial worker.

South Middlesex Opportunity Counsel (SMOC), the potential buyer of the 7 Bishop Street parcel, has stated their intention to use the property in the same manner in which it uses its present headquarters at 300 Howard St. It is an administrative office use for the management functions of SMOC's many programs as follows:

- Office Space for approximately 190 full and part-time employees
- The parking lot will be used solely as a parking lot.
- The building will house SMOC's:
 - Administrative Staff
 - Real Estate Development, Housing Management & Development Staff

Workforce Development, Education & Training Staff
Behavioral Health and Domestic Violence Program Staff
WIC Program Staff
Single Adult & Family Shelter Management Staff
Head Start & Day Care Administrative Staff
Energy & Financial Assistance Staff

SMOC has stated that the exact configuration of programs may change over the years. However they believe that the basic concept is and will remain that of an office building where SMOC's program related administrative staff have offices. All SMOC Day Care and Head Start classrooms are and will be located at other sites. All SMOC Residential Programs are and will be located at other sites. Clients may access the building to meet with staff to coordinate program services, many of which occur at other locations.

Some training and educational programs offered at SMOC's headquarters at 300 Howard St. will be offered at 7 Bishop Street. These are:

- GED and ESL classes;
- Job-readiness training at the Opportunity Center;
- Computer training courses in the computer learning classroom at the Opportunity Center;
- Parenting and nutritional classes are offered by the WIC Program;

SMOC has further stated that the Behavioral Health staff meets clients on site. There are occasional AA meetings conducted on site. In general, however, client visits to the building are brief, generally less than an hour, except for the specific adult educational programs which sometimes are longer than an hour. By far, the greatest percentage of use is office use by SMOC administrative staff.

It is the opinion of this LSP that the office and training/educational program use is consistent with that of a commercial or industrial office worker identified in the 1998 risk characterization and thus poses No Significant Risk to human health, safety, public welfare or the environment. Therefore, use of the property by SMOC for office purposes is not a change of use that would invalidate the 1998 Waiver Completion Statement.

I hope that this clarifies the issue of risk by commercial workers at 7 Bishop Street and allays any concerns that you may have. If you have any further questions or concerns, please do not hesitate to contact me.

Yours sincerely,



Elissa J. Brown, LSP
Senior Program Director

cc: Bruce Martin, Avery Dennison
Brad Martin, Morrison Mahoney

EXHIBIT F

AMENDED RESTRICTIVE COVENANT

RESTRICTIVE COVENANT

This Restrictive Covenant is made as of this ___ day of _____, 2012 by South Middlesex Non-Profit Housing Corporation, a Massachusetts non-profit corporation, with a principal business office in Framingham, Massachusetts ("Grantor").

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain parcels of land located in Framingham, Massachusetts, with the buildings and improvements thereon which are more particularly described in Exhibit A attached hereto and made a part hereof ("Property");

WHEREAS, the Property has been used by the prior owner, Dennison Manufacturing Company, d/b/a Avery Dennison Corporation ("Dennison"), in connection with its business operation for several decades;

WHEREAS, the Dennison performed an environmental assessment of the Property and has determined that the Property is contaminated with various chemical compounds;

WHEREAS, the Property comprises a disposal site as the result of a release of hazardous materials and Dennison has engaged an environmental consultant to characterize the risks to human health and the environment resulting from the contamination discovered at the Property in accordance with applicable Massachusetts regulatory requirements;

WHEREAS, the consultant assumed certain exposure pathways and receptors in performing its work which were based upon (a) the restriction of human access to and contact with hazardous materials in soil and groundwater, and (b) the restriction of certain activities occurring in, on, through, over or under the Property, and based on such assumptions and continued restrictions on access and activities, concluded that the Property poses no significant risk to human health, safety, public welfare or the environment under current and future use of the Property for commercial and industrial activities, including use of the Property for office purposes; and

WHEREAS, Grantor desires to restrict the Property as provided herein in order to ensure that future activities at the Property, including use of the Property for commercial and industrial activities, will not result in significant risk to human health and the environment;

NOW, THEREFORE, Grantor hereby imposes, for the benefit of the Grantor and its successors and assigns, the following restrictions on the Property:

A. Use Restrictions:

1. No portion of the impervious asphalt pavement covering any portion of the Property shall be permanently removed or destroyed;
2. No building now extant shall be removed without the subsequent placement of a permanent barrier (i.e. another building or asphalt pavement) limiting access to the soils on the Property;

3. Buildings, utilities or other structures shall not be constructed or placed below the surface of the ground without the preparation and implementation of soil management and health and safety plans by qualified professionals;
4. No residential use, or use as a children's school, children's day care, children's playground or other children's recreational uses shall be permitted;
5. No gardening or agricultural use which would utilize the subsurface soils, particularly the cultivation of food-producing vegetation, shall be permitted;
6. No wells should be installed or use made of the groundwater under the Property; and
7. The following Uses of the Property are expressly permitted:
 - Office use;
 - Warehousing or storage of goods;
 - Shipping and receiving;
 - Parking of vehicles;
 - Assembly of goods;
 - Research and development;
 - Manufacturing;
 - Commercial activities;
 - Retail;
 - Adult education and training;
 - Sales of goods and services;
 - Any non-residential use permitted under zoning and not prohibited in clauses 1 through 6 above; and
 - Such other activities or uses which, in the opinion of a qualified environmental professional, would present no greater risk of harm to health, safety, public welfare or the environment than the activities and uses set forth in this paragraph.

B. Preservation of Limited Access to Soils.

The Grantor and its successors-in-title shall undertake steps to ensure that activities at the Property are limited so that disturbance of the surface and subsurface soils is restricted. Such steps include:

1. Maintaining the bituminous concrete paving covering the Property except in connection with construction activities or underground utility line installation, repair or maintenance activities. In the event that disturbance of soils must occur for construction activities, utility repair, maintenance or installation purposes, or other purposes, such that workers could be exposed to surface and subsurface soils, a health and safety plan and an excavation plan must be prepared and implemented under the supervision of a qualified environmental professional. Upon completion of construction activities or underground utility line installation repair or maintenance, soil inaccessibility shall be maintained by replacing the concrete asphalt pavement or other barrier in exposed soil areas; and
2. Maintaining the structural integrity of the existing chain link fence or other comparable means of limiting access to the public.

C. Future Modification of Restriction.

In the event that the Grantor or a successor-in-title performs environmental remediation on the Property to the degree that any of the above restrictions can be modified without (in the opinion of a qualified professional) unacceptable risk to human health, safety, public welfare or the environment, then the above restrictions may be modified to the degree that does not create unacceptable risk (in the opinion of a qualified professional) to human health, safety, public welfare or the environment.

The above restrictions shall run with the Property and be binding upon any third party and its successors-in-title for the maximum period permitted by law. Each owner of the Property shall be liable under these restrictions only with respect to breaches that occur during its period of ownership.

Witness the execution hereof this ___ day of _____, 2012.

SOUTH MIDDLESEX NON-PROFIT
HOUSING CORPORATION

By: _____
Name:
Title:

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ___ day of _____ 2012, before me, the undersigned notary public, personally appeared South Middlesex Non-Profit Housing Corporation, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose. Optional, if needed: (as partner for _____ partnership) (as _____ of _____ corporation), (as _____ of _____ limited liability company), (as attorney in fact for _____).

(official seal)

(type or print name) Notary Public

My commission expires:

EXHIBIT A

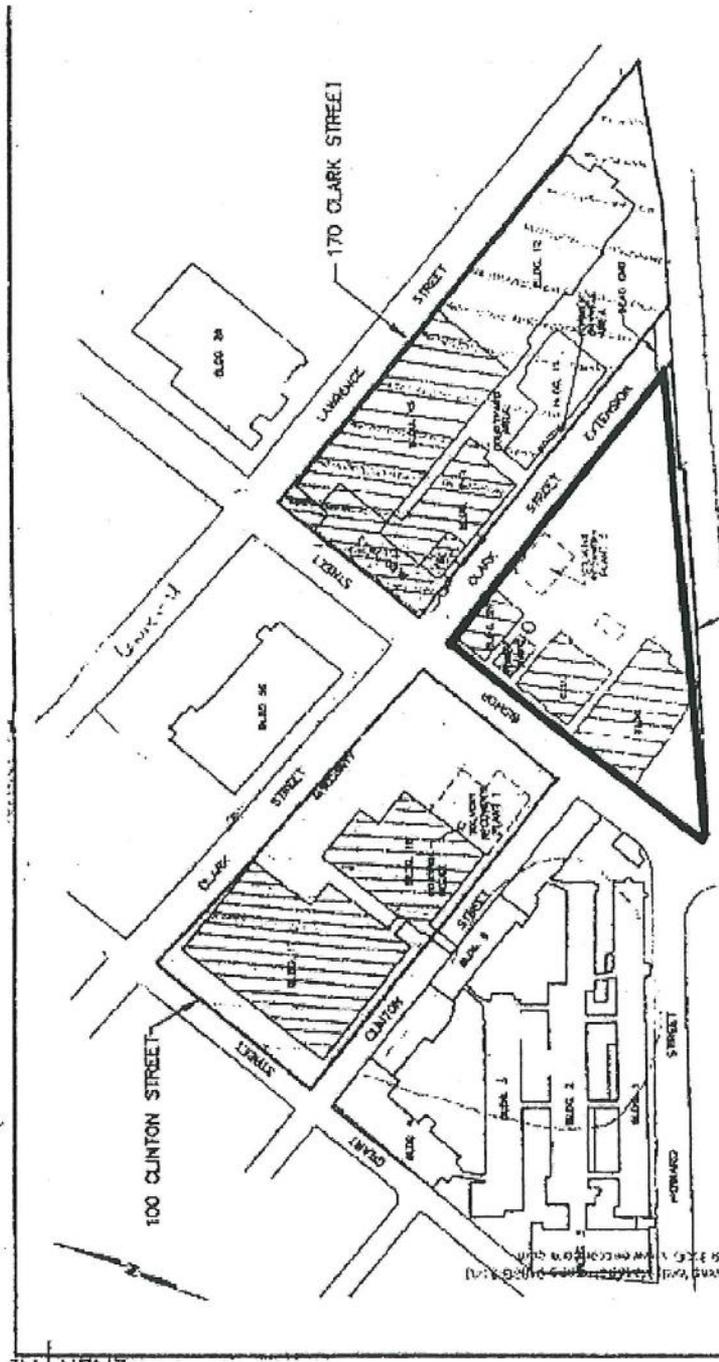
The land with buildings thereon located in Framingham, Middlesex County, Massachusetts described as follows:

PARCEL III:

The land with improvements thereon consisting of several parcels bounded by Bishop Street, Clark Street Extension and the Boston and Albany Railroad Company more particularly described in the following instruments:

1. Deed dated December 4, 1913 recorded with said Registry of Deeds in Book 3845, Page 30;
2. Deed dated April 13, 1911 recorded with said Registry of Deeds in Book 3595, Page 116;
3. Deed dated January 16, 1907 recorded with said Registry of Deeds in Book 3278, Page 492; and
4. Deed dated March 27, 1896 recorded with said Registry of Deeds in Book 2449, Page 284.

Being only that property and the buildings thereon known as 7 Bishop Street, Framingham, Massachusetts being bounded by Bishop Street, Clark Street Extension and the Boston and Albany Railroad, and to the middle of the way known as Clark Street Extension, all as shown on the plan attached hereto.




 DENNISON MANUFACTURING CO.
 FRAMINGHAM, MA
 12/84 3744-010-605

SCALE IN FEET
 0 140 280

[Hatched Box] Buildings Remaining as of 4/1/07

ALL DIMENSIONS ARE APPROXIMATE.