

COMMONWEALTH OF MASSACHUSETTS

IN THE MATTER OF)	BROWNFIELDS COVENANT
)	NOT TO SUE AGREEMENT
TOWN OF WEST SPRINGFIELD)	
)	RTN – 1-18846
REDEVELOPMENT/ OF)	
964 MAIN ST.)	
WEST SPRINGFIELD, MA)	
)	
)	
)	

I. STATEMENT OF PURPOSE

A. This Agreement is made and entered into by and between the Office of the Attorney General (the “OAG”) on behalf of the Commonwealth of Massachusetts (the “Commonwealth”), and the Town of West Springfield (the “Town”). Collectively, the OAG and the Town are referred to as the “Parties.”

B. This Agreement is entered into pursuant to the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, as amended and codified in Massachusetts General Laws Chapter 21E (“G.L. c. 21E”), and the OAG’s Brownfields Covenant Not to Sue Agreement Regulations at 940 CMR 23.00 (“Brownfields Covenant Regulations”), with reference to the Massachusetts Contingency Plan, 310 CMR 40.0000 (the “MCP”). This Agreement relates to the remediation and redevelopment of the approximately .64-acre property at 964 Main Street in West Springfield, Massachusetts (the “Property”) to demolish the building damaged by the 2011 tornado and market the Property for commercial and/or industrial reuse (the “Project”).

C. The Parties intend to set forth in this Agreement their respective duties, obligations and understanding so that the Project can contribute to the physical and economic revitalization of an area of West Springfield, Massachusetts. The Parties agree that this Agreement, pursuant to G.L. c. 21E, §3A(j)(3), addresses potential claims by the Commonwealth as to the Town and is predicated upon the Town’s compliance with the terms and conditions of this Agreement. This Agreement also addresses potential claims brought by third parties for contribution, response action costs, or property damage pursuant to G.L. c. 21E, §§ 4 and 5 or for property damage claims under common law. This Agreement does not, however, address liability arising under contract law.

D. The Parties agree that the Town's ability to complete the Project may be contingent upon independent approval processes of other departments, agencies, and instrumentalities of the federal, state, and local governments. Nothing in this Agreement should be construed as an endorsement by the OAG of the proposed Project for such approval processes. The Town's failure to secure independent governmental approvals for the proposed remediation shall not excuse it from performance of any term or condition of this Agreement.

E. The Commonwealth believes that this Agreement is fair, consistent with G.L. c. 21E, and in the public interest and has entered into this Agreement as part of an effort to revitalize an area of West Springfield, Massachusetts.

II. THE PARTIES

A. The OAG is a duly constituted agency of the Commonwealth of Massachusetts charged with the legal representation of the Commonwealth and maintains offices at One Ashburton Place, Boston, Massachusetts 02108. Included within the OAG's authority is the authority to enter into Brownfields Covenant Not to Sue Agreements pursuant to G.L. c. 21E, §3A(j)(3).

B. The Town of West Springfield is a municipal corporation with a principal place of business at 26 Central Street, West Springfield, Massachusetts.

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, or the MCP are capitalized.

C. The Property is an approximately .64-acre parcel in West Springfield, Massachusetts. The Property was the former location of the Standard Plating Co., Inc., and the 11,000 square foot building was significantly damaged in the 2011 tornado and is currently abandoned. Title to the Property is recorded in the Hampden County Registry of Deeds at Book 4312, Page 110. A full description of the Property is attached as Exhibit A and incorporated into this Agreement. The Assessor's Map of the Property is attached as Exhibit B and incorporated into this Agreement. Due to former manufacturing operations at the Property, the Property is contaminated with Oil and Hazardous Material.

D. In August 2012, the MassDEP assigned RTN 1-18846 to the Site for a threat of a release condition at the abandoned Property. Subsequently, Standard Plating, Inc. submitted a Phase I Tier Classification Report, dated March 17, 2014, indicating that elevated concentrations of heavy metals (plating metals), petroleum, and volatile organic compounds (VOCs) impacted

soil at the Site and that elevated concentrations of total metals impacted groundwater at the Site. Between September 2014 and February 2015, the Town conducted a due diligence investigation at the abandoned facility and measured light non-aqueous phase liquid (LNAPL) in a monitoring well at a thickness greater than 0.5 inches, which triggered a 72-hour reporting condition. The Town submitted a Phase II Comprehensive Site Assessment and IRA Plan in March 2015. The findings from the Method 1 Risk Characterization indicate that a condition of No Significant Risk does not exist and further response actions are warranted to achieve a Permanent Solution and/or Temporary Solution. In May 2015, the Town submitted a Phase III-Feasibility Study and IV Remedy Implementation Plan. The selected Remedial Action for the Site consists of contaminated soil excavation of shallow and subsurface soils, with stabilization of leachable metals in the excavated soils before off-site disposal, limited pump and treat of groundwater, and implementation of ISCR (In-situ Chemical Reduction) during excavation activities. The Releases and/or Threats of Release of Oil and/or Hazardous Materials, as those terms are defined at 310 CMR 40.0006, that have been assigned RTN 1-18846 constitute the "Covered Releases" for the purposes of this Agreement. The areas where Oil and Hazardous Material have come to be located as a result of the Covered Releases constitutes the "Site," as that term is defined at 310 CMR 40.0006, for the purposes of this Agreement. The Site is also the "property addressed" by this Agreement as the term "property addressed" is used in 940 CMR 23.08(1) in the Brownfields Covenant Regulations. The Site is more fully described on Exhibit C, including the remedial actions already conducted thereon, which is attached and incorporated into this Agreement.

IV. COMMITMENTS AND OBLIGATIONS

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

A. REPRESENTATIONS AND COMMITMENTS BY THE TOWN

1. The Town represents that:
 - a. it is an Eligible Person;
 - b. it is not now nor has it ever been previously affiliated with any person having potential liability for the Site pursuant to G.L. c. 21E;
 - c. its involvement with the Site has been limited to:
 - i. negotiating to purchase the Property;
 - ii. communicating with the Commonwealth and local authorities with respect to the Project and various permitting issues with respect to the Property; and
 - iii. conducting assessment actions at the Site, as described in Exhibit C.

d. none of its activities has caused or contributed to the Release or Threat of Release of Oil and/or Hazardous Material at the Site under G.L. c. 21E and/or the MCP.

e. it is not at the time of execution of this Agreement subject to any outstanding administrative or judicial environmental enforcement action arising under any applicable federal, state or local law or regulation.

2. The Town agrees to the following terms and conditions:

a. The Town shall make good faith efforts to acquire ownership of the Property. The Town shall market the Property for development in an effort to rehabilitate the area of West Springfield that was damaged by the 2011 tornado pursuant to a draft request for proposals which is attached as Exhibit D and incorporated into this Agreement.

b. The Town shall achieve and maintain a Permanent Solution or a Temporary Solution for the Site pursuant to G.L. c. 21E and the MCP. The Town shall submit a Permanent Solution Statement, or, if applicable, a Temporary Solution Statement, provided it can demonstrate that it is not feasible to achieve a Permanent Solution with respect to the Site, pursuant to G.L. c. 21E and the MCP, describing such Permanent Solution or Temporary Solution, as applicable, in accordance with G.L. c. 21E, the Standard of Care defined in G.L. c. 21E, and the MCP. The Town shall achieve and maintain either a Permanent Solution or a Temporary Solution for the Site, as applicable. The Town shall submit a Temporary Solution Statement or Permanent Solution Statement describing such Temporary Solution or Permanent Solution, as applicable, in accordance with G.L. c. 21E, the Standard of Care defined in G.L. c. 21E, and the MCP. For so long as the Temporary Solution remains the remediation status the Town shall continue to comply with all requirements of G.L. c. 21E and the MCP, including the achievement of a Permanent Solution as and when it becomes feasible pursuant to the G.L. c. 21E and the MCP, including, without limitation, 310 CMR 40.1050.

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

i. providing prompt and reasonable access to the Property to MassDEP for any purpose consistent with G.L. c. 21E and the MCP, and to other persons intending to conduct Response Actions pursuant to G.L. c. 21E and the MCP;

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

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

iv. taking reasonable steps to prevent the Exposure of people to Oil and/or Hazardous Material, such as by fencing or otherwise preventing access to the Site if

appropriate and/or necessary to prevent Exposure or as otherwise required by G.L. c. 21E, the MCP, MassDEP, or a Licensed Site Professional acting on behalf of the Town;

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

vi. conducting, or causing to be conducted, Response Actions at the Site in accordance with G.L. c. 21E, the Standard of Care defined in G.L. c. 21E, and the MCP.

d. The Town shall ensure that the Property is operated consistently with any Activity and Use Limitation (“AUL”) recorded with respect thereto.

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

B. COVENANT NOT TO SUE BY THE COMMONWEALTH

1. Covenant as to the Town

Pursuant to G.L. c. 21E, §3A(j)(3), in consideration of the representations and commitments by the Town set forth in Section IV, Paragraph A of this Agreement, and subject to the Town’s compliance with the terms and conditions of this Agreement and the Termination for Cause provisions described below in Section IV, Paragraph B, subparagraph 5, the Commonwealth covenants not to sue the Town, pursuant to G.L. c. 21E, for Response Action costs, contribution, property damage, natural resource damages, or injunctive relief or for property damage under the common law, relating to the Covered Releases, so long as the Response Actions upon which the Permanent Solution Statement, and, if applicable, Temporary Solution Statement, filed or to be filed with respect to the Covered Releases meet the Standard of Care in effect when the Permanent Solution Statement, and, if applicable, Temporary Solution Statement, was submitted to MassDEP. This Agreement shall not affect any liability established by contract.

2. Subsequent Owners and/or Operators

The Commonwealth also covenants not to sue Eligible Persons who first began ownership or operation of the Property, or who become lessees or licensees of the Town, subsequent to the effective date of this Agreement (“Subsequent Owners and/or Operators”) pursuant to G.L. c. 21E for Response Action costs, contribution, property damage, natural resource damages, or injunctive relief, or for property damage under the common law relating to the Covered Releases. The liability relief available to Subsequent Owners and/or Operators shall be subject to (a) the same terms and conditions as those that apply to the Town and (b) the

Subsequent Owner's and/or Operator's covenant not to sue the Commonwealth in Section IV, paragraph C, below.

3. Applicability of the Agreement

This Agreement shall be in effect unless and until the statutory protections available to the Town or Subsequent Owners and/or Operators pursuant to G.L. c. 21E, §5C are in effect. Protections in this Agreement from claims for natural resource damages shall not be affected if the statutory protections available under G.L. c. 21E, §5C are in effect. This Agreement is subject to the Termination for Cause provisions described below in Section IV, Paragraph B, subparagraph 5.

4. Reservations of Rights

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

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

b. any Release of Oil and/or Hazardous Material that the Town causes, contributes to, or causes to become worse, but if the cause or contribution is that of a Subsequent Owner and/or Operator, such reservation shall affect the liability protection applicable only to such Subsequent Owner and/or Operator and shall not affect the Town's liability protection under this Agreement;

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

d. any Release or Threat of Release of Oil and/or Hazardous Material from which there is a new Exposure that results from any action or failure to act by the Town or a Subsequent Owner and/or Operator during the Town's or a Subsequent Owner's and/or Operator's ownership or operation of the Property, but if the action or failure to act is that of a Subsequent Owner and/or Operator, such reservation shall affect the liability protection applicable only to such Subsequent Owner and/or Operator and shall not affect the Town's liability protection under this Agreement;

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

f. any claims (i) for damages for injury to, destruction of, or loss of natural resources due to a Release of Oil and/or Hazardous Material occurring after the execution of this Agreement, (ii) for exacerbation of injury to, destruction of, or loss of natural resources occurring after the execution of this Agreement, where original injury, destruction or loss of

natural resources was due to a Release of Oil and/or Hazardous Material occurring either before or after the execution of this Agreement, (iii) for the costs of any natural resource damage assessment relating to conditions first caused or exacerbated after the execution of this Agreement, and (iv) for damages for injury to, destruction of, or loss of natural resources due to a Release of Oil and/or Hazardous Material that is not a Covered Release. If, however, injury to, destruction of, or loss of natural resources, or the exacerbation of such conditions, is caused by a Subsequent Owner and/or Operator, this reservation shall affect the liability protection applicable only to such Subsequent Owner and/or Operator, and shall not affect the Town's liability protection.

5. Termination for Cause

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

b. In the event that the OAG or MassDEP determines that the Town has violated the terms and conditions of this Agreement, including but not limited to failing to complete the Project as described herein, failing to achieve and maintain a Permanent Solution at the Site in accordance with G.L. c. 21E and the MCP, or, if applicable, failing to achieve and maintain a Temporary Solution for the Site in accordance with G.L. c. 21E and the MCP, or, failing to cooperate in arranging a timely response to a Notice of Audit Finding or any other notice requiring additional work to achieve and/or maintain a Temporary or Permanent Solution at the Site, the OAG may terminate the liability protection offered by this Agreement in accordance with Subparagraph 5.c., below. In the event the liability protection is terminated solely because of a violation by a Subsequent Owner and/or Operator of one or more of the conditions set forth in Section IV.A.2.c.i through Section IV. A.2.c.vi of this Agreement, such termination shall affect the liability protection applicable only to the Subsequent Owner and/or Operator and shall not affect the Town's liability protection.

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

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

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

1. In consideration of the Commonwealth's covenants not to sue in Section IV, Paragraph B, the Town covenants not to sue and not to assert any claims or causes of action against the Commonwealth, including any department, agency, or instrumentality, and its authorized officers, employees, or representatives with respect to the following matters as they relate to the Site or this Agreement:

a. any direct or indirect claims for reimbursement, recovery, injunctive relief, contribution or equitable share of response costs or for property damage pursuant to G.L. c. 21E in connection with any of the Covered Releases;

b. any claims for "takings" under the Fifth Amendment to the United States Constitution, under the Massachusetts Constitution, or under G.L. c. 79 based on the argument that, with respect to a Covered Release, the requirements of Chapter 21E, the MCP, or the requirements of this Agreement constitute a taking;

c. any claims for monetary damages arising out of response actions at the Site and/or the Property;

d. any claims or causes of action for interference with contracts, business relations or economic advantage based upon the conduct of MassDEP pursuant to Chapter 21E prior to the date of this Agreement concerning the Covered Releases; or

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

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

D. PROTECTION FROM THIRD PARTY CLAIMS

With regard to any Covered Releases, so long as the Response Actions upon which the RAO Statement (or relevant Statement) relies meets the Standard of Care in effect when it was submitted to MassDEP, the Town and any Subsequent Owner or Operator are entitled to the protection G.L. c. 21E §3A(j)(3) provides from claims for contribution, cost recovery, or equitable share brought by third parties pursuant to G.L. c. 21E, §§ 4 and/or 5, or third party claims brought for property damage claims under common law or G.L. c. 21E, §5, based solely on the status of the Town and/or any Subsequent Owner or Operator as owner or

operator of the Property or the Site, provided, however that the Town has satisfied the notification provisions of G.L. c. 21E, §3A(j)(3), and 940 CMR 23.04(2).

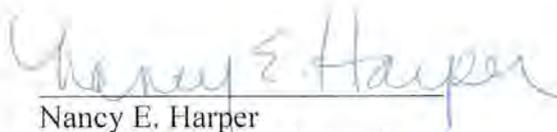
E. GENERAL PROVISIONS

1. This Agreement may be modified only upon the written consent of all Parties.
2. If any court of competent jurisdiction finds any term or condition of this Agreement or its application to any person or circumstance unenforceable, the remainder of this Agreement shall not be affected and each remaining term and provision shall be valid and enforceable to the full extent permitted by law.
3. Each Party warrants and represents to the others that it has the authority to enter into this Agreement and to carry out its terms and conditions.
4. This Agreement may be fully executed by all Parties in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
5. The terms of this Agreement shall be effective as of the date it is fully executed by all Parties and when the Town acquires title to the Property.

IT IS SO AGREED:

OFFICE OF THE ATTORNEY GENERAL
MAURA HEALEY
ATTORNEY GENERAL

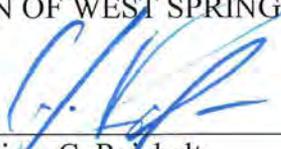
By:



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

THE TOWN OF WEST SPRINGFIELD

By:



William C. Reichelt
Mayor

Date:

4/3/16

Approved as to Form:

By:



Kate R. O'Brien
Town Attorney

In the matter of the Town of West Springfield
Brownfields Covenant Not To Sue Agreement

As to protections for the Town of West Springfield from claims for natural resource damages:

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS

By: 
Matthew Beaton
Secretary of Energy and Environmental Affairs

Date: 5/18/16

Exhibit A

The land in West Springfield, said County of Hampden bounded and described as follows:

Beginning in the southwesterly line of that section of Main Street formerly known as Meadow Street and at a point in said line distant northwesterly 170.83 feet from its intersection with the northerly line of New Bridge Street; thence southwesterly at right angles with the street line just mentioned a distance of 180 feet to the end of the course at the northeasterly line of Cook Street; thence in a northwesterly direction at right angles with the course just described a distance of 100 feet by the northeasterly line of Cook Street to the end of the course at land of one Theresa M. Briggs; thence in a northeasterly direction by land of said Briggs and by land now or formerly of Thomas J. Murray and Frances E. Murray a distance of 180 feet to the end of the course at the line of Main Street previously mentioned; thence by said southwesterly line of Main Street by a line at right angles with the last mentioned course a distance of 100 feet to the point of beginning, containing an area of 18,000 square feet.

Excepting therefrom the land taken by the Town of West Springfield to widen the highway from 40 feet to 60 feet in 1923, described in a deed from Horace Smith to the Inhabitants of the Town of West Springfield, dated June 10, 1881 and recorded in Hampden County Registry of Deeds in Book 383, Page 429.

Subject to restrictions of record if in force and applicable.

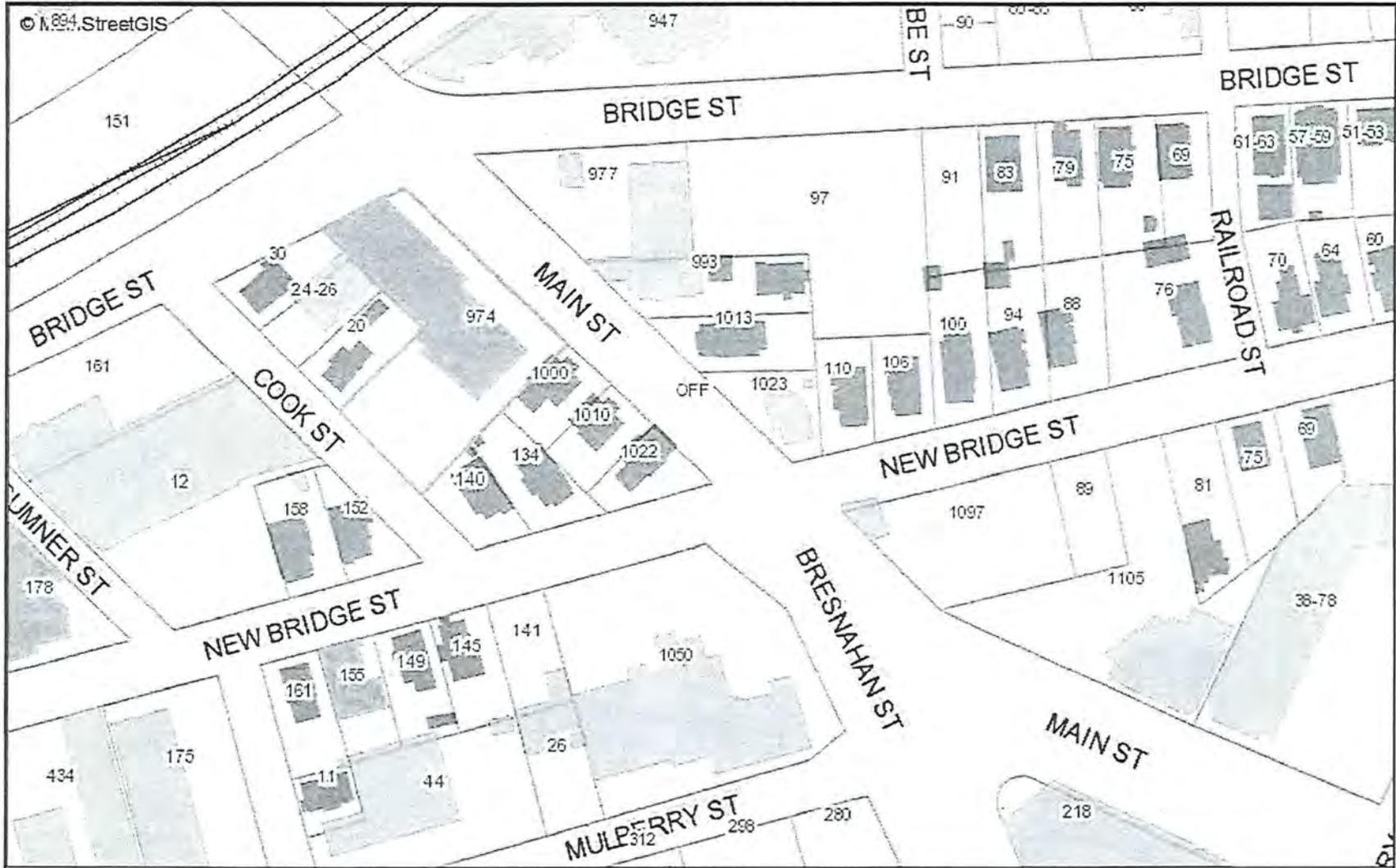
And, beginning at the intersection of the westerly line of Main Street (formerly known as Meadow Street) as established by the Taking of Land by the Inhabitants of the County of Hampden recorded in Hampden County Registry of Deeds, Book 1083, Page 39, with the southerly line of Bridge Street as now laid out, and running thence Southerly along the westerly line of Main Street as established by said Taking, ninety-four and 8/100 (94.08) feet to land now or formerly of the Inhabitants of the Town of West Springfield; thence Westerly along last named land eighty (80) feet to land formerly of Horace Smith; thence Northerly along land formerly of said Smith one hundred twenty (120) feet, more or less to the southerly line of Bridge Street eighty-four and 24/100 (84.24) feet, more or less to the point of departure. Being all of lot #1 (one) as shown on a plan of lots recorded in Hampden County Registry of Deeds, Book 267, Page 601, except that portion conveyed by Horace Smith to the Inhabitants of the Town of West Springfield as set forth in instrument recorded in said Registry of Deeds, Book 374, Page 30, and that portion taken by the Inhabitants of the County of Hampden, by taking recorded in said Registry of Deeds, Book 1083, Page 39; and all of lot #2 (two) on said plan. Except that Portion taken by the Inhabitants of the County of Hampden, by taking recorded in said Registry of Deeds, Book 1083, Page 39.

Subject to restrictions of record if in force and applicable.

Being the same premises conveyed to Standard Plating, Inc. by deed of Keeley Brothers Plating Company, Inc., dated August 23, 1976 and recorded in Hampden County Registry of Deeds in Book 4312, Page 110.

EXHIBIT B

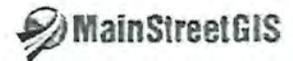
EXHIBIT B



1 in = 131.33 ft

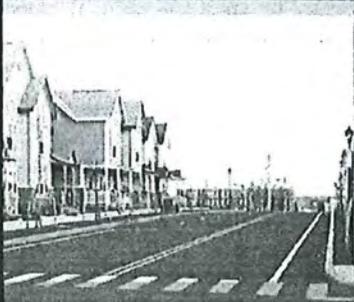
Printed on 4/13/2015
Last update: Property information 2/1/2015, GIS parcel lines 1/1/2015

This map is for informational purposes only. It is not for appraisal of, description of, or conveyance of land. The Town of West Springfield, Massachusetts and MainStreetGIS assume no legal responsibility for the information contained herein.



MainStreetGIS, LLC
www.mainstreetgis.com

EXHIBIT C



Tigna & Bond

974 Main Street
West Springfield, Massachusetts

Phase II Environmental Conditions Report

Prepared For:

Town of West Springfield

January 2015

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Section 1

Introduction

Tighe & Bond has prepared this *Phase II Environmental Conditions Report* to describe the subsurface investigations and hazardous building materials inventory work we completed for the former Standard Plating facility located at 974 Main Street, West Springfield, Massachusetts (the site). This report was prepared in accordance with our Agreement with the Town of West Springfield (the Town) dated September 8, 2014, and our Amendment No. 1 (October 23, 2014) and Amendment No. 2 (December 8, 2014). For reference, a USGS Site Locus Map, MassGIS Priority Resource Map, and an Orthophotograph Plan are provided as Figures 1, 2, and 3 in Appendix A, respectively.

In August 2012, the Massachusetts Department of Environmental Protection (MassDEP) assigned Release Tracking Number (RTN) 1-18846 to the site for a threat of a release condition at the abandoned facility. Under a Unilateral Administrative Order (UAO) from MassDEP, the current site owner (i.e., the Responsible Party) had a limited subsurface investigation conducted at the site. In general, those findings indicated that site soils were impacted by elevated concentrations of heavy metals (plating metals), petroleum and volatile organic compounds (VOCs), and that site groundwater was impacted by elevated concentrations of total metals. These findings were reported to MassDEP in a Phase I Tier Classification report submittal (dated March 17, 2014) for RTN 1-18846 under the Massachusetts Contingency Plan (MCP; 310 CMR 40.0000). Under the UAO, the site owner also had drums and containers of oil or hazardous materials (OHM) removed from the site, and readily accessible asbestos-containing materials (ACM) were also reportedly removed from the building.

In April 2014, Tighe & Bond completed a *Summary of Limited Phase I Findings* memorandum for the site on behalf of the Town. That memorandum summarized our findings from an environmental due diligence assessment, which was limited to a site reconnaissance visit and a background review of records relative to the site history and documented environmental conditions at the site.

As part of our Phase II investigations, Tighe & Bond completed additional subsurface investigations at the site, as well as a hazardous building materials survey and sampling program. From these investigations, the extent of environmental impacts at the site has been further delineated and the ACM/hazardous building materials remaining at the abandoned facility have been identified. Based on these findings, we have developed a Conceptual Demolition and Cleanup Plan (with a Conceptual Opinion of Probable Costs) for addressing the environmental impacts, for the abatement of ACM/hazardous building materials, and for building demolition.

Please note that this report is not intended to meet the requirements for a Phase II Comprehensive Site Assessment (or Phase III or Phase IV submittals) for the site RTN 1-18846 in accordance with the MCP. However, the contents of this report can be used to help meet those requirements for future MCP submittals by the Responsible Party or by the Town.

Section 2

Site Description

General site description and site history information were reviewed in the March Phase I report and in the April 2014 "due diligence" memorandum. That information is summarized in the sections below and updated where appropriate. A Site Plan based on a 1985 building plan, on West Springfield Assessor's information, and on MassGIS property information is provided as Figure 4 in Appendix A.

2.1 Current Site Conditions

2.1.1 General Description

The site consists of approximately 0.61 acres of land currently improved by an approximate 11,000 square foot one-story slab-on-grade factory building. The building was significantly damaged by the tornado of June 2011 and by subsequent storm events. The facility is currently abandoned.

When in operation, most of the building floor space was generally used for manufacturing, with an office area off the front entrance. Previous site plans indicate that Standard Plating used the northeastern portion of the building for plating, the northwestern portion for painting, and the southern portion for plating. There are several floor drains or floor drain pits throughout the former manufacturing areas. The current site owner indicated that the drain pits on the north end of building were periodically pumped out for discharge to their wastewater treatment system that was located on the southeastern portion of the building. The drain lines and pits on the southern portion of the facility apparently drained directly to that former treatment system. Beneath the office portion of the building there is a small basement area that contains an abandoned boiler system. The southwestern (rear) portion of the building was destroyed during recent the storm events, and was subsequently demolished. The approximate layout of the remaining concrete foundation of that former building area is shown on Figure 4.

The exterior portions of the site property are covered by asphalt, except for an area covered by overgrown grass and shrub vegetation on the southeastern portion of the property, off Main Street. In that area, there is also a pad-mounted electrical transformer unit. An above ground storage tank (AST) is located on the exterior portion of the site, off the rear portion of the building (see Figure 4).

The site is serviced by municipal water and sewer, and by underground electric and natural gas.

During our recent Phase II field investigations, other observations of interest included the following:

- There was evidence of homeless activity in the former office area.
- There was a fairly large area of pooled rainwater up to six inches (or greater) in depth on the concrete floor on the northeastern portion of the building from the leaking roof over this area. There was also pooled rainwater in some of the floor drain pits on the southern/southwestern portion of the site.

2.1.2 Surrounding Resources Areas

According to MassGIS mapping (see Figure 2), the site is located within a Non-Potential Drinking Water Source Area. A Protected and Recreational Open Space is located to the northeast of the site across Main and Bridge Streets. No other listed "resource" areas are mapped within 500 feet of the site.

2.1.3 Surrounding Properties Description

The subject site parcel is abutted by residential properties to the south, southwest, and west. Immediately abutting the site building to the west is another commercial building occupied by Service First Industrial Cleaners. Further to the west across Cook Street is Father & Sons (auto) Collision Repair Center. To the immediate north of the site across Bridge Street is an elevated railroad line. To the east of the site across Main Street is an abandoned commercial building formerly occupied by a Cumberland Farms gasoline station. Further to the northeast across Main and Bridge Streets is a large commercial building occupied by West Springfield Auto Parts.

2.1.4 Site Mapping and Hydrogeological

As shown on Figure 1, the site is situated at approximately 50 feet above mean sea level, and site area topography is generally flat. The nearest surface water body, the southerly flowing Connecticut River, is located approximately 750 feet to the east/northeast of the site.

Based on our subsurface investigation findings, the site is generally underlain by urban fill material to depths of four feet below surface grade (BSG), with deeper fill in some areas where building debris (e.g., brick) was also identified. The native overburden soils encountered beneath the fill are generally described as fine sand to silt, followed by coarser sand to at least 20 feet BSG.

The depth to the groundwater table in the overburden aquifer was measured between approximately 12 and 15 feet BSG in site monitoring wells. There is evidence that the groundwater table may fluctuate two or more feet during higher groundwater conditions, as further described in Section 3. The groundwater flow direction at the site is generally to the northeast at a very shallow gradient, as also further described below.

2.2 Site History Overview

2.2.1 Summary of Historical Site Uses

Based on our previous investigations, it is our understanding that the site was used for plating operations beginning circa 1944, and Standard Plating Co began operations at the site circa 1976.

During our previous investigations, historical Sanborn Fire Insurance Maps for the years 1896, 1911, 1931, 1950, and 1970, and aerial photographs for the years 1957, 1969, 1970, 1980, 1991, 1997, 2002, 2006, 2008, 2010 and 2012 were reviewed.

An overview summary of the Sanborn mapping is as follows:

- On the 1896 and 1911 maps, the northern portion of the site property is improved by a dwelling, and the southern portion of the site property is improved by a separate school building.

- On the 1931 map, the northern portion of the site is improved by a building labeled as "Auto Sales and Service Station." Four gasoline tanks are located on the front portion of that structure, off of Main Street. On the 1931 map, the southern portion of the site property is still improved by a separate school building.
- On the 1950 map, the school building on the southern portion of the site is no longer present, and the building on the northern portion of the site is expanded onto the southern portion of the site. There are no gasoline tanks shown on the 1950 map, and the site building is labeled as "Plating Works." An "auto body works" shop is also shown in the commercial building that immediately abuts the site building to the west.
- The 1970 map is similar to the 1950 map, except that the abutting (off-site) commercial building use is not identified.

The aerial photographs indicate that the site building was apparently expanded further to the southwest by at least 1991. This is the portion of the building that was demolished after the 2011 storm events.

2.2.2 Summary Site Regulatory History

On August 30, 2012, MassDEP assigned RTN 1-18846 to the site for a threat of a release due to there being various unsecured acids and sludge, containers of oil and asbestos throughout the abandoned facility. Under a UAO from MassDEP, the current site owner had drums and containers of oil or hazardous materials (OHM) and limited volume of readily accessible asbestos-containing materials (ACM) removed from the building. Also in accordance with the UAO requirements, the current site owner had a limited subsurface investigation conducted at the site, which was completed by Tighe & Bond. In general, those findings indicated that site soils were impacted by concentrations of metals and petroleum compounds above applicable Reportable Concentrations in site soils, triggering a 120-day reporting threshold under the MCP. Site groundwater was impacted by concentrations of total metals above Reportable Concentrations. These findings were reported to MassDEP in a March 2014 Phase I Tier Classification submittal for RTN 1-18846 under the MCP. With that submittal, a Phase II Comprehensive Site Assessment (CSA) for RTN 1-18846 is now due by March 2017 in accordance with the MCP.

Prior to beginning drilling activities at the site (see Section 3 below), the groundwater table in the three existing wells was gauged by Tighe & Bond personnel using a water level indicator. Since there was evidence of separate phase floating oil in well MW-1, Tighe & Bond used an oil/water interface probe on September 29, 2014 and measured greater than 0.5 inches of light non-aqueous phase liquid (LNAPL) in that well, triggering a 72-hour reporting condition in accordance with 310 CMR 40.0313(1). On September 30, 2014, Tighe & Bond verbally notified MassDEP of this discovery (with site owner approval). On October 7, 2014, MassDEP issued a letter to Standard Plating indicating that an Immediate Response Action (IRA) Condition was triggered by this discovery, and that this condition would be tracked by MassDEP under the existing RTN 1-18846. In accordance with the MCP, an IRA Plan or IRA Completion Statement was due to MassDEP within 60 days of the release notification (i.e., by November 29, 2014).

During the course of our Phase II investigation in October 2014, MassDEP contacted Paul Beaulieu of Tighe & Bond as part of an internal review of the Phase I report submittal for RTN 1-18846. [Note: Mr. Beaulieu served as the Licensed Site Professional (LSP) for

the Phase I submittal on behalf of the current site owner.] One of the concerns MassDEP noted for the site was the potential for cyanide impacts to site soils and/or groundwater, which was addressed during the scope of services performed under our October 23, 2014 Amendment No. 1 Agreement. No correspondence regarding this Internal review was issued for RTN 1-18846 by MassDEP.

On December 19, 2014, MassDEP issued a Notice of Noncompliance (NON-WE-14-3085) to the current site owner (Standard Plating) for failure to submit an IRA Plan (or Completion Statement) under RTN 1-18846 for the LNAPL issue. The NON letter set a deadline date of March 22, 2015 for that submittal.

2.3 Identification of Soil and Groundwater Categories

As discussed, the site is a listed disposal site under the MCP. In accordance with 310 CMR 40.0930, categories of soils and groundwater for use in the characterization of risk (under the Method 1 approach) posed by a release site are reviewed below.

2.3.1 Soil Categories

Three soil classifications for use in risk characterizations have been developed by MassDEP based on the following characteristics of exposure potential: soil accessibility, frequency of exposure to soil, and intensity of exposure to soil. Based on the relative degree of importance of each of these factors, soils are classified as S-1, S-2 or S-3 soils. Category S-1 soils represent the greatest exposure potential while category S-3 soils represent the least.

The exposure potentials are based upon children's and adults' frequency of use of the area (high, low or not present), the intensity of the use (high or low) and the accessibility of the soils (accessible, potentially accessible or isolated). These criteria are listed in 310 CMR 40.0900(4).

Since the property is currently vacant and with the vast majority of the site occupied by a building or covered by pavement or concrete foundation (which restricts access to the soils), site soils meet the S-3 soil category. However, future potential exposures to site soils are not currently restricted by an Activity Use and Limitation (AUL) on the property deed in accordance with the MCP. Therefore, all site soils are considered to be a "potential exposure pathway," and comparison of soil results to the S-1 soil category standards are used to be protective of future unrestricted uses.

2.3.2 Groundwater Categories

Groundwater is classified according to the following potential exposures:

- GW-1: Groundwater which includes potential or current sources of drinking water.
- GW-2: Groundwater which is considered to be a source of oil or hazardous material vapors to indoor air. It includes locations where the average annual depth of the groundwater table is less than 15 feet below grade and where compounds of concern are detected within 30 feet of an occupied building.
- GW-3: Groundwater at all disposal sites, based on the potential for compounds of concern to be a source of discharge to surface water.

Groundwater may be classified as one or more of these categories for a particular site.

Since all groundwater has the potential to discharge to surface water, all groundwater is considered to be category GW-3. Criteria for inclusion in GW-1 are listed in 310 CMR 40.0932(4). A review of the criteria in that section indicates that the site does not meet the criteria for a GW-1 area because the site is not located in a Current or Potential Drinking Water Source Area (see Figure 2 in Appendix A for reference). Since site groundwater is situated less than 15 feet below grade, category GW-2 applies to groundwater situated within 30 feet of occupied buildings at the disposal site. Under current conditions, GW-2 only applies to on-site monitoring wells that are located within 30 feet of off-site buildings, including occupied residences and the commercial building abutting the site.

2.4 Summary of Earlier Phase I Investigation

In summary, earlier Phase I subsurface investigations involved the following:

- The advancement of 10 soil borings (B-1 through B-10) on the interior and exterior portions of the site.
- The installation of three shallow groundwater monitoring wells (MW-1, MW-2 and MW-3).
- The submittal of 24 soil samples for laboratory analysis of one or more of the following: MCP 14 metals, hexavalent chromium, extractable petroleum hydrocarbons (EPH) with target polynuclear aromatic hydrocarbons (PAHs), volatile organic compounds (VOCs), and/or volatile petroleum hydrocarbons (VPH).
- The submittal of three groundwater samples for laboratory analysis of one or more of the following: MCP 14 metals (total), EPH, VOCs and/or VPH.

Based on the earlier Phase I report site plan (with some modifications), the approximate locations of the earlier soil borings and existing monitoring wells are shown on Figure 4.

2.4.1 Summary of Earlier Phase I Soil Results

The earlier Phase I soil results are summarized in Table 2-1 provided in Appendix B. Within the table, soil results are compared to Method 1, S-1 and S-3 standards. It should be noted that since the submittal of the Phase I report to MassDEP in March 2014, the Method 1 standards for some site contaminants were revised during the June 2014 modifications to the MCP, and the current Method 1 standards are used in Table 2-1. In the table, soil results are also compared to Method 3 Upper Concentration Limits (UCLs) in accordance with the MCP.

As summarized in Table 2-1, one or more EPH carbon ranges (and target PAHs), one or more VPH carbon ranges (and target analytes), cadmium, chromium (total and hexavalent chromium), lead, nickel, zinc, and two VOCs (naphthalene and trichloroethylene - TCE) were detected above Method 1 standards in site soils. This included exceedances of applicable S-3 soil standards in several samples. In addition, one EPH carbon range was detected above a Method 3 UCL value in boring sample B-1 (10-12'). In general, the EPH/VPH impacts were identified in soils at depths near or below the groundwater table interval on the northern portion of the site, and the metals impacts were identified in shallow soils beneath the north/northeastern portion of the building and in shallow soils beneath the southern portion of the building.

2.4.2 Summary of Earlier Phase I Groundwater Results

The earlier Phase I groundwater results are summarized in Table 2-2 provided in Appendix B. Within the table, groundwater results are compared to applicable Method 1 standards. Similar to the soil discussion, the Method 1 standards used in Table 2-2 are consistent with the current (June 2014) version of the MCP. In the table, groundwater results are also compared to Method 3 UCLs.

As summarized in Table 2-2, total concentrations of cadmium, chromium, and nickel were detected above GW-3 standards in one or more of the monitoring wells. In addition nickel was detected above Method 3 UCLs in all three monitoring wells, and chromium was detected above the Method 3 UCL in well MW-2. TCE was detected at the GW-2 standard of 5 microgram per liter ($\mu\text{g/L}$) in well MW-3, and several VOCs were detected above laboratory reporting limits (but below GW-2 and GW-3 standards) in well MW-1. EPH and VPH were not detected above Method 1 standards in site groundwater.

Section 3

Subsurface Investigations and Results

Our Phase II subsurface investigation involved a drilling program, ground penetrating radar (GPS) survey, and soil and groundwater sampling.

3.1 Drilling Program

Martin Geo-Environmental (Martin Geo) of Belchertown, Massachusetts conducted drilling activities under Tighe & Bond observation. The first drilling event was conducted on the site between September 26 and October 1, 2014. A second drilling event was conducted on the site on October 24, 2014 in accordance with our Amendment No. 1 Agreement. Another drilling event was conducted off the site in public right-of-way (ROW) areas on December 23, 2014 in accordance with our Amendment No. 2 Agreement. Prior to the drilling events, the site was pre-marked and Dig-safe was notified. The Town DPW was also notified for marking water and sewer lines, and Tighe & Bond obtained street occupancy permits from the DPW for drilling work that was performed off the site property and within the public way.

During the first two drilling events, Tighe & Bond personnel surveyed the locations of the soil borings and monitoring wells by tying off from site building features. Those approximate drilling locations are shown on Figure 4. The approximate locations of monitoring wells installed during the December 23, 2014 drilling event in public ROW areas along Bridge Street, Global Street, and New Bridge Street are shown on Figure 5 based on aerial features. For reference, Figure 5 also shows municipal utility information from the Town's GIS database.

3.1.1 Boring Advancement

During each event, boring advancement was conducted using tracked-mounted Geoprobe® 6610DT vibratory direct-push drill rig unit. Boring advancement occurred at a total of 35 locations, identified as borings B-11 through B-32 and monitoring well borings MW-4 through MW-15.

On the interior portions of the site building, there were some areas where the drill rig unit could not access due to overhead obstructions, low ceiling areas and/or roof damage (safely issue), especially along the west/northwestern portion of the building. Two borings (B-24 and B-25) were ultimately advanced in lower ceiling areas using a hand-operated pneumatic hammer (see Figure 4). The area of pooled rainwater on the northeastern portion of the building also limited drilling in this area.

On the exterior portions of the site, there were many areas where underground utilities were marked onto the property off Bridge Street and Main Street (e.g., electrical lines to the transformer box unit on the site), which also limited our drilling options in some areas.

For the off-site monitoring well installations completed during the December 23, 2014 drilling event, there were several underground utilities within the public ROW that also affected the selection of the drilling locations. In addition, a monitoring well was scheduled to be installed along Railroad Street ROW during this event. However,

underground utilities were ultimately marked on both sides and center portions of this roadway, and this well location was abandoned.

3.1.2 Soil Sampling

During boring advancement, soil samples were collected continuously in four-foot intervals using micro liners. The soil samples were used to log stratigraphy for identifying potential contamination. For borings B-24 and B-25, the pneumatic hammer was used to continuously drive a split-spoon sampler in two-foot increments for collection of soil samples at shallow depths beneath the concrete floor in those two boring areas. Table 3-1 provided in Appendix B includes a general description of the stratigraphy encountered in each of the on-site borings. [Note: For the borings advanced for well installations in public ROWs during the December 23, 2014 drilling event, soil samples were only collected for the purpose of determining depth to groundwater for the well installations.

As summarized, evidence of urban fill containing coal/ash and brick were encountered in several borings, including in borings advanced on the southern portion of the site where an earlier school building was located. In general, the native overburden soils encountered beneath the fill are described as fine sand to silt, followed by coarser sand to at least 20 feet BSG (maximum depth of any soil boring).

During the initial drilling event, soil samples were screened in the field for VOCs using a photolization detector (PID). PID readings are summarized in Table 3-1. As summarized, PID readings above 100 parts per million (ppm) were detected in one or more soil samples collected from depths near or below the groundwater table interval in borings MW-5, B-15, B-16, B-17, B-18, MW-6, MW-10 and MW-11. As shown on Figure 4, each of these borings was advanced on the northern portion of the site where visual and/or olfactory evidence of petroleum contamination was also observed in soils, as summarized in Table 3-1.

From the borings, select soil samples were submitted for one or more of the following laboratory analysis: total metals of concern, including cadmium, chromium, nickel, lead, and zinc (29 samples); hexavalent chromium (29 samples); EPH with target PAHs (13 samples); VPH with target analytes (4 samples); VOCs (8 samples); and total cyanide and physiologically available cyanide (PAC; 4 samples). In general, the goal of the soil sampling program was to further characterize site impacts, and to further delineate the horizontal and/or vertical extent of those impacts on the site.

As indicated, several of the soil samples with highest PID readings were submitted for EPH, VPH and/or VOCs analysis. In the area of earlier Phase I soil boring sample B-4 (0-4') where TCE was detected above Method 1 standards, select soil samples collected from shallow depths were also submitted for VOC analysis. Select soil samples collected from shallow depths where urban fill was identified were also submitted for EPH analysis. For metals analysis, several samples collected from the upper four-foot interval were selected because of earlier Phase I findings indicated shallow metals impacts, and select samples collected from depths greater than four feet BSG were also selected to further delineate vertical metals impacts. Select soils samples collected from shallow depths where elevated metals were detected were also selected for total cyanide and PAC analysis.

Soil samples B-15 (0-4') and B-15 (12'-16'), which had the two highest total chromium results in site soil samples, were resubmitted for toxicity characteristic leaching

procedure (TCLP) analysis for chromium. Sample B-16 (0-4'), which had the highest cadmium result in site soil samples, was resubmitted for TCLP analysis for cadmium. In each case, the total metals result was above the theoretical level at which the TCLP criteria may be exceeded for hazardous waste classification (also known as the 20 times rule for toxicity). See Section 3.4.1 below for further discussion on total metals results in site soils.

3.1.3 Monitoring Well Installations

Borings MW-4 through MW-15 were completed as groundwater monitoring wells. In addition, monitoring well MW-1A was installed immediately adjacent to the existing monitoring well MW-1 where LNAPL was gauged. As shown on Figure 4, several of the monitoring wells were installed along the perimeter of the property (and near abutting off-site buildings) to help delineate the extent of potential groundwater impacts (and potential vapor intrusion issues) off the site.

Each well was completed with two-inch diameter, Schedule 40 PVC riser and 10 feet of 0.010-inch slotted well screen set across the groundwater table as encountered during drilling. In well MW-1A, a 12-foot section of well screen was used. Each well was completed at the surface with a flush-mounted road box cemented in place. The approximate depths of where the well screens were set in each well are summarized in Table 3-2 provided in Appendix B.

3.2 Groundwater Penetrating Radar Survey

Accurate Mark Out, LLC (Accurate), a subsidiary of Martin Geo, performed a limited GPR survey at the site on October 24, 2014 under Tighe & Bond observation. In general, GPR directs high frequency pulses of electromagnetic energy into the subsurface. When an interface, void, UST or pipe is encountered, a portion of the energy is reflected back to an antenna and converted to a visual form of interpretation.

GPR survey was conducted using a 400 MHz antenna, scanning to an approximate depth of 10 feet BSG. The area scanned was delineated using an approximate two-foot interval grid pattern, with multiple scans in a north-south and east-west directions performed. The focus of the GPR survey was on the northern, interior portion of the site building where there was evidence of petroleum contamination in subsurface soils, and where 1931 Sanborn mapping indicated that two gasoline tanks were located. At the time of the GPR survey, the pooled rainwater on the floor was fairly large from recent rain events, which limited the GPR survey that could be performed in this area. Three abutting vent-type pipes that are attached to an interior concrete support column were noted near the western/northwestern edge of where the pooled water in on the floor. An inspection on the roof of the building conducted by Tighe & Bond on October 16, 2014 (as part of hazardous building material survey) had indicated that these pipes were consistent with typical UST vents. GPR survey was also conducted on the eastern, exterior portion of the site building where two other gasoline tanks were generally shown on 1931 Sanborn map.

On October 28, 2014, Accurate revisited the site and reported that the pooled rainwater on the northeastern portion of the site building was slightly diminished in size, and they performed additional (limited) GPR in this area.

A summary of the GPR survey findings is as follows:

- An anomaly with characteristics consistent with a UST was identified on the northeastern, exterior portion of the site, near the corner of Main Street and Bridge Street. This anomaly measured approximately eight feet by 10 feet, and began approximately three feet below grade. A suspect pipe was traced from that area into the site building, toward the northern most vent pipe.
- An anomaly with characteristics consistent with a UST was identified on the northeastern, interior portion of the building where the pooled rainwater was located. The anomaly measured approximately four feet by 18 feet. Those dimensions are more consistent with and/or suggest that there may be two abutting tanks rather than one tank in this location.
- An anomaly with characteristics consistent with a tank grave (i.e., former tank location) was identified on the eastern, exterior portion of the site near the front office entrance. On the interior portion of the site, a suspect pipe was traced from the former boiler room in the basement (beneath the office area) toward the front (east) of the building in that same general vicinity.
- An anomaly with characteristics consistent with a UST was identified on the southeastern, exterior portion of the site in the grass area to the immediate east of well MW-3. This anomaly measured approximately four feet by five feet, and began approximately three feet below grade.

The general areas where subsurface anomalies were identified during the GPR survey are shown on Figure 4.

3.3 Groundwater Sampling

Tighe & Bond personnel conducted groundwater sampling at the site on October 10 and October 24, 2014. Tighe & Bond personnel also conducted groundwater sampling for the off-site monitoring wells MW-13 through MW-15 on December 23, 2014.

3.3.1 Limited Survey and Groundwater Elevation Measurements

Prior to October 10 and October 24, 2014 sampling events, Tighe & Bond measured the depth to groundwater (and LNAPL, if present) in each site monitoring well using the interface probe. During the December 23, 2014 event, a water level indicator was used to measure depth to groundwater in wells MW-3, and MW-10 through MW-15. An interface probe was also used in well MW-10 for gauging for LNAPL. Tighe & Bond also surveyed the elevations of each monitoring well at the ground surface and the top of the PVC riser using an arbitrary benchmark elevation of 100 feet (see Figure 4 for reference). The surveyed elevation data for the wells is summarized in Table 3-2 provided in Appendix B. Using the surveyed elevation data, groundwater elevations were calculated for each well for the groundwater monitoring events (see Table 3-2).

During the first two sampling events, the difference in calculated groundwater elevations was minimal (less than 0.4 feet) in the site monitoring wells, which indicates that groundwater flow across the site is at a very shallow gradient. In general, groundwater elevations were slightly higher in the interior monitoring wells. This may have been a function of the infiltration of pooled rainwater into the nearby drain pits and suspect (leaking) drain lines. Also during both events, the lowest groundwater elevations were, in general, measured in wells MW-11 and MW-12 on the northeastern portion of the site.

During the December 23, 2014 event, the difference in calculated groundwater elevations was also minimal (less than 0.3 feet) between the on-site and off-site

monitoring wells that were gauged. This includes wells MW-13 (at 85.18 feet) and MW-15 (at 85.24 feet) situated greater than 400 feet to the east/northeast and east/southeast of the site property, respectively (see Figure 5). These two off-site wells had the two lowest groundwater elevations, which further indicates that the groundwater flow across the site area is generally to the east/northeast at a very shallow gradient. In addition to the generally flat topography in the site area, another contributing factor for the very shallow groundwater gradient may be the limited infiltration of storm water into the underlying aquifer because the vast majority of this site area is covered by buildings or impervious surfaces.

Lastly, during the October 24, 2014 sampling event, LNAPL at a thickness of 1.72 feet was gauged in interior well MW-1. LNAPL was also gauged at 0.39 feet in the adjacent well MW-1A during this event. LNAPL was not identified in the other on-site monitoring wells (or in MW-10) during this event. During the October 10, 2014 sampling event, the interface probe was faulty, so a measurement of LNAPL in well MW-1/MW-1A could not be recorded accurately. However, there was no evidence LNAPL in the other site wells sampled during that event. During the December 23, 2014 sampling event, LNAPL was not identified in well MW-10. No interior wells were gauged during the December 23, 2014 sampling event.

3.3.2 Low Flow Purging and Sampling

During the October 10, 2014 sampling event, groundwater samples were collected from the existing wells MW-2 and MW-3, and from the newly installed wells MW-1A, and MW-4 through MW-12. The groundwater samples were collected in general compliance with U.S. Environmental Protection Agency's Region I Low Stress (low-flow) Purging and Sampling Procedure. During low flow purging of the wells, field measurements for pH, conductivity, ORP, DO, and temperature were monitored using a Horiba® water quality meter and a flow-through cell. Turbidity was measured separately using a Turbidimeter. Low flow purging of the wells occurred for at least 30 minutes before sampling occurred.

During the October 24, 2014 sampling event, groundwater samples were collected from wells MW-1A, MW-2, MW-3, MW4, MW-9, MW-10, and MW-11. Low-flow purging occurred for at least 20 minutes, and during low flow purging turbidity was measured.

Between the two events, groundwater samples were submitted for the following laboratory analyses: dissolved metals of concern, including cadmium (9 samples), chromium (9 samples), nickel (9 samples), lead (2 samples) and zinc (2 samples); hexavalent chromium (6 samples); EPH with target PAHs (6 samples); VPH with target analytes (3 samples); VOCs (8 samples); and total cyanide and PAC (5 samples). [Note: Groundwater samples were filtered in the field using 0.45 micron in-line filters prior to sample collection for analysis of dissolved metals.]

During the December 23, 2014 sampling event, groundwater samples were collected from the newly installed off-site wells MW-13, MW-14, and MW-15 using low-flow procedures. During this event, a groundwater sample was also collected from well MW-10 located in the public ROW sidewalk area adjacent (north) of the site building. The samples were each submitted for laboratory analysis of dissolved cadmium, chromium and nickel, hexavalent chromium, and PAC.

3.3.3 Stormwater Culvert Sampling

During the October 24, 2014 sampling event, Tighe & Bond also collected a water sample from the underground stormwater culvert system that runs from west to east

along Bridge Street. A culvert access structure is situated to the north of the site building in Bridge Street, to the immediate west of the intersection with Main Street (see Figure 3 for reference). Based on groundwater flow direction, this culvert access location is considered to be cross-gradient to downgradient of the site. In general, this stormwater culvert system is approximately 10-feet wide, and constructed of concrete at this location. From this access structure, the depths to the surface of the water flowing in the culvert and the depth to the bottom of the culvert were at approximately 8.5 feet BSG and 13.5 feet BSG, respectively (see Table 3-2 for surveyed elevation information). These measurements indicate that the stormwater culvert is set below the depth of the groundwater table, but it is unclear at this time if this system intercepts and/or receives groundwater through seepage.

The water sample was collected using a peristaltic pump. This sample was submitted for laboratory analysis of total metals of concern (including cadmium, chromium, nickel, lead and zinc), hexavalent chromium, and total cyanide and PAC.

3.4 Laboratory Results

Soil and groundwater samples were submitted to Contest Analytical Laboratory (Contest) of East Longmeadow, Massachusetts for laboratory analysis. Copies of the laboratory reports are provided in Appendix C.

3.4.1 Soil Results

Table 3-3 provided in Appendix B summarizes the laboratory results for the 47 soil samples collected from the site as part of our Phase II investigations. Within the table, soil results are compared to Method 1 standards and to Method 3 UCLs.

A summary of the soil results is as follows:

Metals: One or more metals were detected above Method 1 standards in nine of the 29 samples submitted for metals analysis, including cadmium (in two samples), hexavalent chromium (in one sample), calculated trivalent chromium (in one sample), and nickel (in five samples). Many of metals results exceeded the applicable S-3 soil standards, but no metal result was detected above Method 3 UCL values.

EPH: One or more EPH carbon ranges were detected above Method 1 standards in samples B-15 (8-12'), B-16 (12-15'), MW-6 (10-12'), and MW-10 (8-12'), with the highest concentrations (above S-3 standards) detected in MW-10 (8-12') collected in the boring advanced in the sidewalk area to the immediate north of well MW-1A. No EPH carbon ranges or target PAHs were detected Method 1 standards in the other nine samples submitted for analysis.

VPH: C₉-C₁₀ aromatics were detected above the S-3 standard of 500 mg/kg in samples B-17 (9-12'), MW-5 (12-16'), and MW-10 (8-12'). No VPH carbon range or target analyte was detected Method 1 standards in sample B-16 (12-15').

VOCs: TCE was detected at 2.2 mg/kg in sample B-14 (0-4'), which is above the S-1/GW-2 and S-3/GW-2 standard of 0.3 mg/kg. No other VOC was detected above Method 1 standards in the eight samples submitted for VOC analysis.

Cyanide: Total cyanide ranged between non-detect and 81 mg/kg in the four samples submitted for cyanide analysis. These results are less than the Method 1, S-1 standard of 100 mg/kg. PAC was not detected above laboratory reporting limits in the four soil samples.

The TCLP results for the selected soil samples submitted for TCLP analysis are summarized in Table 3-3(B) provided in Appendix B. As shown, TCLP for cadmium was detected above the regulatory hazardous waste level of 1 milligram per liter (mg/L) in soil sample B-16 (0-4'). TCLP chromium was not detected above the regulatory hazardous waste level of 5 mg/L in the two other samples.

3.4.2 Groundwater Results

Table 3-4 provided in Appendix B summarizes the laboratory results for the 23 groundwater samples collected as part of our Phase II investigations. Within the table, groundwater results are compared to Method 1 standards and to Method 3 UCLs. For comparison, Table 3-4 also includes the earlier Phase I groundwater results from wells MW-1, MW-2 and MW-3.

A summary of the groundwater results is as follows:

Metals: Dissolved cadmium, chromium, and/or nickel were detected above GW-3 standards in each of the on-site monitoring wells sampled for metals, including in wells MW-3 and MW-11 situated on the eastern (downgradient) portion of the site. During the October 10th sampling event, dissolved nickel was detected above the UCL value of 200 µg/L in wells MW-2, MW-3 and MW-4, dissolved chromium was detected above the UCL value of 3,000 µg/L in wells MW-2 and MW-10, and dissolved cadmium was above the UCL value of 50 µg/L in well MW-4 during that event. During the December 26th event, dissolved chromium was one order of magnitude lower in well MW-10. For the off-site wells MW-13, MW-14, and MW-15, dissolved cadmium and chromium were not detected above laboratory reporting limits, and dissolved nickel was detected below GW-3 standards in wells MW-13 and MW-14.

During the October 10th sampling event, total hexavalent chromium was detected above the GW-3 standard of 300 µg/L in wells MW-2, MW-3 and MW-10, and the concentration of 16,000 µg/L in well MW-2 is also above the Method 3 UCL of 3,000 µg/L. During the December 26th event, total hexavalent chromium was not detected above laboratory reporting limits in well MW-10, or in the off-site wells MW-13, MW-14, and MW-15. The significant difference in hexavalent chromium in the exterior well MW-10 during the two events may be a function of turbidity in the well.

EPH: Several EPH carbon ranges and target PAHs were detected in wells MW-1A, MW-5, MW-6, MW-10, and MW-11 on the north/northeastern portion of the site. However, EPH carbon ranges and/or target PAHs were not detected above GW-2 or GW-3 standards in any of the samples submitted for analysis, including well MW-1A where LNPAL was gauged. The highest EPH carbon ranges were detected in exterior well MW-10 located immediately to the north of well MW-1A, and the site building.

VPH: Several VPH carbon ranges and target analytes were detected in wells MW-1a, MW-6, and MW-11, but no concentration was detected above GW-2 or GW-3 standards in these three samples.

VOCs: Consistent with the earlier Phase I results, several VOCs were detected above laboratory reporting limits in site groundwater, but no VOC was detected above GW-2 or GW-3 standards in the eight samples submitted for this analysis. TCE was detected above laboratory reporting limits in two of the eight samples, with the highest result of 4.4 µg/L in "upgradient" well MW-7 slightly below the GW-2 standard of 5 µg/L.

Cyanide: Total cyanide was detected above the GW-3 standard of 30 µg/L in well MW-1A, but PAC was not detected above laboratory reporting limits in this well. In well MW-11 situated downgradient of MW-1A, total cyanide was detected slightly below the GW-3 standard, but PAC was not detected above laboratory reporting limits. PAC was detected above laboratory reporting limits (but below the GW-3 standard of 30 µg/L) in well MW-10 situated nearby to wells MW-1A and MW-11. In the off-site wells MW-13, MW-14, and MW-15, PAC was not detected above laboratory reporting limits.

Also, in the water sample collected from the stormwater culvert system in Bridge Street during the October 24th event, no metals or cyanide (total or PAC) were detected above laboratory reporting limits.

3.5 Further Discussion

Between the earlier Phase I findings and our additional Phase II findings, the extent of environmental impacts at the site has been fairly well delineated, and potential sources of the contamination have been identified. An overview of the findings and other concerns to be addressed is further discussed below:

- It is estimated that approximately 800 cubic yards of soils are impacted by metals at concentrations greater than Method 1 standards. These impacted soils are generally situated in the top four or five feet below the concrete floor in two areas of concern, including on the north/northeastern portion of the site building, and across much of the southern portion of the site building including the eastern portion of the remnant concrete foundation. In the majority of these soils, the applicable S-3 soil standards were exceeded in addition to the more stringent S-1 standards. It is likely that previous infiltration of metal finishing solutions through the concrete floor and to nearby floor drain pits in those areas caused the impacts to these shallow soils.
- Based on TCLP results, at least some portion of the 800 cubic yards of metals impacted soils would likely be characterized as hazardous waste once generated (i.e., excavated for off-site disposal). The percentage of those soils is unknown based on the limited TCLP data. However, since TCLP exceedances were detected in only one of the three of the highest metal sample results, it is likely that the majority of these soils will not be characterized as hazardous waste.
- It is estimated that approximately 500 cubic yards of subsurface soils are impacted by EPH and/VPH concentrations greater than Method 1 standards. These impacted soils are generally situated between eight and 16 feet BSG

(conservative depth range) on the northern portion of the site. In the majority of these soils, the applicable S-3 soil standards were exceeded in addition to the more stringent S-1 standards. A source of the petroleum impacts may be the abandoned UST(s) beneath the floor on the northeastern portion of the building. The detections of petroleum contamination in subsurface soils in boring MW-6 on the northwestern portion of the site building may also be a function of impacts from the abutting (off-site) property which was previously identified as an "auto body works" shop on a 1950 Sanborn map.

- Based on the dimensions of the suspect tanks identified during the GPR survey, preliminary estimates of their capacities is as follows:
 - 4,000 gallons for the suspect UST on the northeastern exterior portion of the site
 - 1,000 gallons each for the two suspect USTs identified on the northeastern, interior portion of the building
 - 500 gallons for the suspect UST identified on the southeastern, exterior portion of the site in the grass area to the immediate east of well MW-3

Based on earlier Sanborn mapping, these tanks may be associated with former building uses (the auto service station) and other former site building (former school building).

- The LNAPL in well MW-1/MW-1A appears to be isolated to only that well location on the northeastern portion of the site building. Since LNAPL was not identified in other nearby or downgradient monitoring wells and based on the potential age of that LNAPL (i.e., if it is associated with abandoned gasoline USTs from the 1930s), initial indications are that the LNAPL plume is not expanding.
- In monitoring wells on the northern portion of the building (and to the immediate north of the building) and in monitoring wells on the south/southwestern portion of the building, metals in groundwater exceed Method 3 UCLs. As discussed, these two areas are consistent with where elevated metals were also detected in soils beneath the concrete floor. The likely sources of the groundwater contamination are the floor drain pits in those immediate areas, as it is assumed that they leaked to the subsurface environment.

In other monitoring wells on the site property, metals concentrations were one to two orders of magnitude lower, but still above Method 1, GW-3 standards in several of the wells. Total cyanide also exceeded GW-3 standards in one interior well. However, in the downgradient monitoring wells installed to the east of the site, metals (and cyanide) were either not detected above laboratory reporting limits or were below GW-3 standards. Since the GW-3 standards are protective of potential surface water impacts through groundwater discharge, it is important to note that the nearest surface water body (i.e., the Connecticut River) is located approximately 750 feet to the east/northeast of the site. Since GW-3 standards for the metals of concern (and cyanide) were not exceeded in the downgradient off-site wells, there is no apparent threat to the surface water from the site release and the delineation of the impacts to groundwater has been completed.

Section 4

Hazardous Building Material Survey

Our hazardous building material survey included sampling of concrete floor surfaces, surveying and sampling of ACM, and conducting an inventory of oil and/or hazardous materials (OHM) within the building.

4.1 Concrete Sampling and Results

During the drilling event, the concrete floor material that was drilled through at five of the boring locations (borings B-13, B-15, B-24, MW-4, and MW-5) was ultimately crushed and submitted for laboratory analysis. Each sample was generally collected from the total thickness of the concrete floor. The concrete at the MW-5 location had a yellow staining (indicative of potential chromium impacts), while the other concrete samples were generally not stained. Each of the five samples was submitted for laboratory analysis of cadmium, chromium (total), hexavalent chromium, lead and nickel.

On October 10, 2014, Tighe & Bond personnel collected concrete samples CS-1 through CS-4 from four additional locations where there was more evidence of yellow or yellow/green staining at the surface (See Figure 4 for reference). Concrete samples CS-1 and CS-2 were collected from areas to the immediate northeast and southwest of well MW-1A, respectively. In this general floor area, the concrete also appeared to be petroleum stained. Concrete samples CS-3 and CS-4 were collected from the exterior concrete slab on the southwestern portion of the site. In the CS-3 sample area, some of the concrete was also black in color. Each of these four concrete samples was crushed and submitted for laboratory analysis of metals of concern. In addition, samples CS-1 and CS-3 were submitted for polychlorinated biphenyls (PCB) analysis.

The concrete samples were submitted to Contest. The laboratory report is provided in Appendix C. Table 4-1 provided in Appendix B summarizes the concrete sample results. Within the table, concrete results are compared to MCP Method 3 UCLs for reference purpose only (i.e., MCP regulations are not applicable to building materials). As summarized in Table 4-1, total chromium and hexavalent chromium were detected above Method 3 UCLs of 10,000 mg/kg and 2,000 mg/kg, respectively, in three of the samples, and nickel was detected above the Method 3 UCL of 10,000 mg/kg in one of the samples. These chromium results were also well above the theoretical level at which TCLP criteria may be exceeded for hazardous waste classification. Lead was also detected above the theoretical level of 100 mg/kg in five of the concrete samples, and cadmium was detected above the theoretical level of 20 mg/kg in two of the concrete samples.

Following those results, select samples with high metals concentrations were re-submitted for TCLP analysis. This included four samples for TCLP chromium, two samples for TCLP lead, and two samples for TCLP cadmium analysis. TCLP results are also summarized in Table 4-1. As shown, TCLP chromium was detected above the regulatory hazardous waste level of 5 mg/L in concrete samples CS-1 and CSMW-5.

Based on these findings, it is estimated that approximately 80 cubic yards of concrete are impacted by "elevated" concentrations of metals. Consistent with other site findings, these elevated impacts to concrete flooring areas are where underlying soils

are also impacted by elevated metals in two areas. Based on TCLP results, it appears that some of the concrete (estimated 25%) would be characterized as hazardous waste.

4.2 ACM Survey and Abatement Schedule

Between October 10 and October 16, 2014, our Massachusetts licensed asbestos inspectors re-surveyed the site building to determine what ACM remains following the owner's earlier removal actions under MassDEP's UAO. In general, our findings were that only limited (if any) ACM previously identified had been removed during those response actions.

Also during this inspection, a survey for the presence or absence of ACM was conducted in inaccessible areas (e.g., underlying layers of roofing material, concealed pipe chases behind walls, etc.) not previously surveyed during our earlier inspections. During these efforts, 12 additional bulk samples of presumed ACM were collected and submitted for polarized light microscopy with dispersion staining (PLM) analysis. The laboratory report is provided in Appendix C, and includes our earlier lab report from our earlier (2102) inspection.

Based on our survey and sampling program, an Asbestos Abatement Schedule was developed for the building and is provided as Table 4-2 in Appendix B. In general, the bulk of the ACM identified is in roofing material, floor tiles in office area, in basement boiler room.

4.3 Inventory of Other OHM

Also as part of our building inspection efforts, we conducted an inventory of oils and hazardous materials (OHM) remaining in the site building. Based on our inspection, a Hazardous Building Materials Inventory was developed and is provided as Table 4-3 provided in Appendix B. In general, these materials included a limited volume of containers of OHM, limited volumes of hazardous building materials (e.g., fluorescent light tubes, ballasts, air conditioners), approximately 500 gallons of fuel remaining in the AST off the rear portion of the building, and medical waste associated with needles observed in the former office area where there is evidence of homeless activity.

Section 5

Conceptual Remediation Work Plan

Based on our findings to date and our general understanding of the Town's potential redevelopment plans (and other concerns) for the site, our conceptual remediation work plan includes the following:

- upfront MCP reporting
- development of public bid documents for building demolition and site remediation
- abatement and demolition
- tank removals
- soil remediation
- groundwater remediation
- engineering/LSP services during demolition and remediation
- project closeout

A summary overview of the task items and our Conceptual Opinion of Probable Costs is provided as Table 5-1 in Appendix B. A brief overview discussion of the tasks listed is also presented below.

Task 1 - Upfront MCP Reporting

An IRA Plan and a Phase II CSA are due for site RTN 1-18846 on March 22, 2015 (under the NON) and on March 2017, respectively. Prior to site remediation, a Phase III remedial alternatives evaluation submittal and a Phase IV remedy implementation plan submittal are also required for RTN 1-18846 per the MCP.

Prior to MCP reporting and bid documents development (see Task 2 below), we recommend that upfront pilot programs be conducted to evaluate the effectiveness of stabilization of leachable metals in soils scheduled for off-site disposal (see Task 5 below) and for the in-situ groundwater remediation program (see Task 6 below). Those results will be incorporated into the MCP submittals and bid document.

Task 2 - Development of Public Bid Documents and Bidding Assistance

Following MCP submittals, a specification package for abatement, building demolition, UST removals, and soil and groundwater remediation would be prepared for contractor bidding. For demolition preparation, additional upfront research on utility lines would be required for determining where/how utilities would be disconnected at the site. It is assumed that contractor bidding would be conducted through a public bid process, and we have included effort for assisting the Town with the bidding phase under this task.

Task 3 - Abatement and Demolition

Under Task 3, the sub-task items include ACM abatement, removal of other OHM from the building, building demolition, separate management and handling of the metals-impacted concrete flooring. We also include an assumed costs for utility disconnects under this task.

It should be also noted that if the soils immediately beneath the existing foundation floor area were exposed at the surface, an Imminent Hazard condition would potentially be triggered due to the high concentrations of metals in "accessible soils" within 500 feet of a

residence, in accordance with the MCP. Therefore, building demolition and/or foundation removal work should be planned in conjunction with remedial response actions.

Task 4 - Tank Removals

At this time, it is not clear how many abandoned USTs are located on the site and, if present, what remains in those tanks for contents. Therefore, we conservatively estimate that there are four USTs on the site with total capacity of approximately 6,500 gallons as discussed earlier, and that 2,000 gallons of hazardous (e.g., ignitable) product remains in those tanks. It is possible that additional tanks could be discovered following building demolition and site remediation.

Task 5 – Soil Remediation

Based on our impacted soil volume estimates and some other conservative assumptions, Table 5-1 includes an opinion of probable costs for conducting excavation, stabilization (as needed), characterization, transportation and off-site disposal of the impacted soils. This task also includes backfilling of the excavation with imported off-site borrow fill.

It should also be noted that stabilization (to reduce leachable concentrations) of metals-impacted concrete that does not pass TCLP may also be conducted if it is determined to be a more cost effective (and if feasible) solution than having that concrete disposed as a hazardous waste (see Task 3F costs).

Task 6 –Groundwater Remediation

At this time, the conceptual approach for remediation of the metals impacts in site groundwater in the two primary areas of concern within the site building is to conduct limited pumping of contaminated groundwater for on-site treatment and disposal (i.e., on-site infiltration), as well to conduct in-situ groundwater remediation. Both of these groundwater remedial approaches would be performed during the contaminated soil excavation activities (Task 5), with the in-situ treatment being used to help precipitate out the metals from the impacted groundwater before being removed in the soils. The goal of the groundwater remediation program is to remove the LNAPL in the well MW-1 area and to lower metals concentrations to below Method 3 UCLs in groundwater in the two hot spot areas, as well as to remove the "source" of those groundwater impacts through the removal of the impacted soils under Task 5.

Task 7 – Engineering/LSP Services during Demolition and Remediation

Engineering/LSP consulting and on-site observations services will be provided during abatement and demolition, tank removals, soil remediation, and groundwater remediation. This includes laboratory analysis for confirmatory samples collected during these programs.

Task 8 – Project Closeout

Project closeout will include a documentation package containing a summary of site observations, progress photographs, contractor information, permits, bills-of-lading, waste shipment records and air sampling results (for ACM removal). Project closeout will also include final MCP reporting. Prior to final MCP reporting, replacement wells will be installed in the two hot spot areas and re-sampled.

At this time, it is conservatively assumed that the soil cleanup program will not meet the more stringent Method 1, S-1 soil standards, and therefore an Activity Use and Limitation (AUL) may be need to be placed on the property deed to restrict future site uses to non-residential. This will require a surveyed plan for the AUL recording. In conjunction with the placement of the AUL on the property deed, the site release will be

closed out with a Phase IV Completion Statement and a Permanent Solution Statement under the MCP.

Total Project Costs

Our opinion of probable costs for the completion of Tasks 1 through 8 is approximately \$679,000, which includes a 10% contingency to account for unforeseen conditions. Also included in Table 5-1 is the upfront assessment and "*Phase II Environmental Conditions Report*" costs of \$62,300 that is being completed under our current contract with the Town. With that upfront Phase II costs factored in, the total estimated project costs is approximately \$741,000 (which includes the contingency).

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practices and applicable standards (such as ASTM, AAI, etc.) and then applicable state and Federal regulations, as may be further described in the report and/or the Agreement, Tighe & Bond does not assume responsibility for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of its services.

6. The assessment presented in each report is based solely upon information obtained or received prior to issuance of the report, including a limited number of subsurface explorations (if performed) made on the dates indicated. If additional environmental or other relevant information is developed at a later date, Client agrees to bring such information to the attention of Tighe & Bond promptly. Upon evaluation of such information, Tighe & Bond reserves the right to recommend modification of this report and its conclusions.
7. If groundwater samples are collected for analysis or water level measurements are made in monitoring wells, such results/observations are provided as representative of conditions at the times stated in this report. Fluctuations in groundwater elevation may occur due to variations in precipitation cycle and multiple other factors, which may influence the concentrations of constituents present in the groundwater. Should additional data become available in the future, such data should be provided to Tighe & Bond for review and Tighe & Bond reserves the right to recommend modification of this report and its conclusions.
8. Except as may be noted specifically within the text of a report, no laboratory testing is performed as part of a site assessment. If such analyses have been conducted by an outside laboratory, Tighe & Bond may rely upon the analyses or data provided, and makes no representation that an independent evaluation of the reliability of such testing has been conducted, with the exception of reviewing standard quality assurance/quality control data that may have been provided with the test results.
9. Although chemical analyses may be performed for specific parameters at specific locations during the course of a site assessment, as described in a report, the results are not definitive regarding the presence of the parameters at other concentrations or the absence of the parameters at other locations on the site. Additional chemical constituents not included in the list of analyzed parameters for a study may be present in soil and/or ground water at a site, and Tighe & Bond assumes no responsibility for chemical constituents or parameters not analyzed.

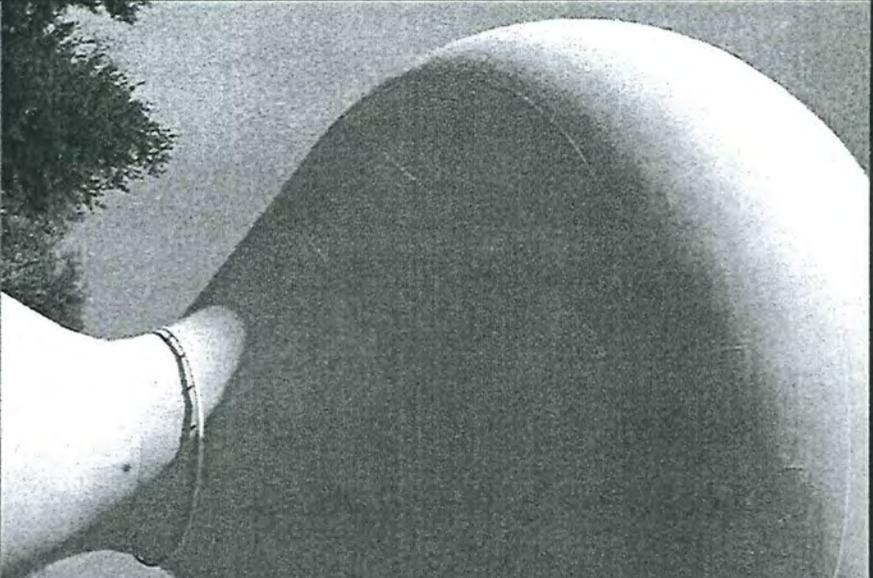
If included, any database search is conducted under the Notice of Disclaimer/Waiver of Liability included in the database search report.

Section 6

Limitations

Each report and any and all work product provided in connection with the performance of each environmental site assessment is subject to the following conditions:

1. Each report is prepared on behalf of and for the exclusive use of Town of West Springfield (Client) and is subject to and issued in accordance with the Agreement and the provisions thereof. Each report and any findings contained therein shall not, in whole or in part, be provided to or used by any other person, firm, entity or governmental agency in whole or in part, without the prior written consent of Client and Tighe & Bond. However, Tighe & Bond acknowledges and agrees that, subject to the Limitations set forth herein and prior written approval by Tighe & Bond, a report may be provided to specific financial institutions, attorneys, title insurers, lessees and/or governmental agencies identified by Client at or about the time of issuance of a report in connection with the conveyance, mortgaging, leasing, or similar transaction involving the real property which is the subject matter of a report and any work product. Use of a report for any purpose by any persons, firm, entity, or governmental agency shall be deemed acceptance of the restrictions and conditions contained therein, these Limitations and the provisions of Tighe & Bond's Agreement with Client. No warranty, express or implied, is made by way of Tighe & Bond's performance of services or providing an environmental site assessment, including but not limited to any warranty with the contents of a report or with any and all work product.
2. In preparing a report, Tighe & Bond, Inc. may rely on certain information provided by governmental agencies or personnel as well as information and/or representations provided by other persons, firms, or entities, and on information in the files of governmental agencies made available to Tighe & Bond at the time of the site assessment. To the extent that such information, representations, or files may be inaccurate, missing, incomplete or not provided to Tighe & Bond, Tighe & Bond is not responsible. Although there may be some degree of overlap in the information provided by these various sources, Tighe & Bond does not assume responsibility for independently verifying the accuracy, authenticity, or completeness of any and all information reviewed by or received from others during the course of the site assessment.
3. Unless otherwise noted, a survey (which includes observations, sampling and analysis) for the presence of asbestos-containing materials, mold and/or lead-based paint is not conducted as part of an assessment.
4. No attempt is made to assess the compliance status of any past or present Owner or Operator of a site with any Federal, state, or local laws or regulations, unless specifically indicated otherwise in writing.
5. Findings, observations, and conclusions presented in each report, including but not limited to the extent of any subsurface explorations or other tests performed by Tighe & Bond, are limited by the scope of services outlined in the Agreement, which may establish schedule and/or budgetary constraints for an environmental assessment or phase thereof. Furthermore, while it is anticipated that each assessment will be performed in accordance with generally accepted professional



Tighe & Bond

APPENDIX A

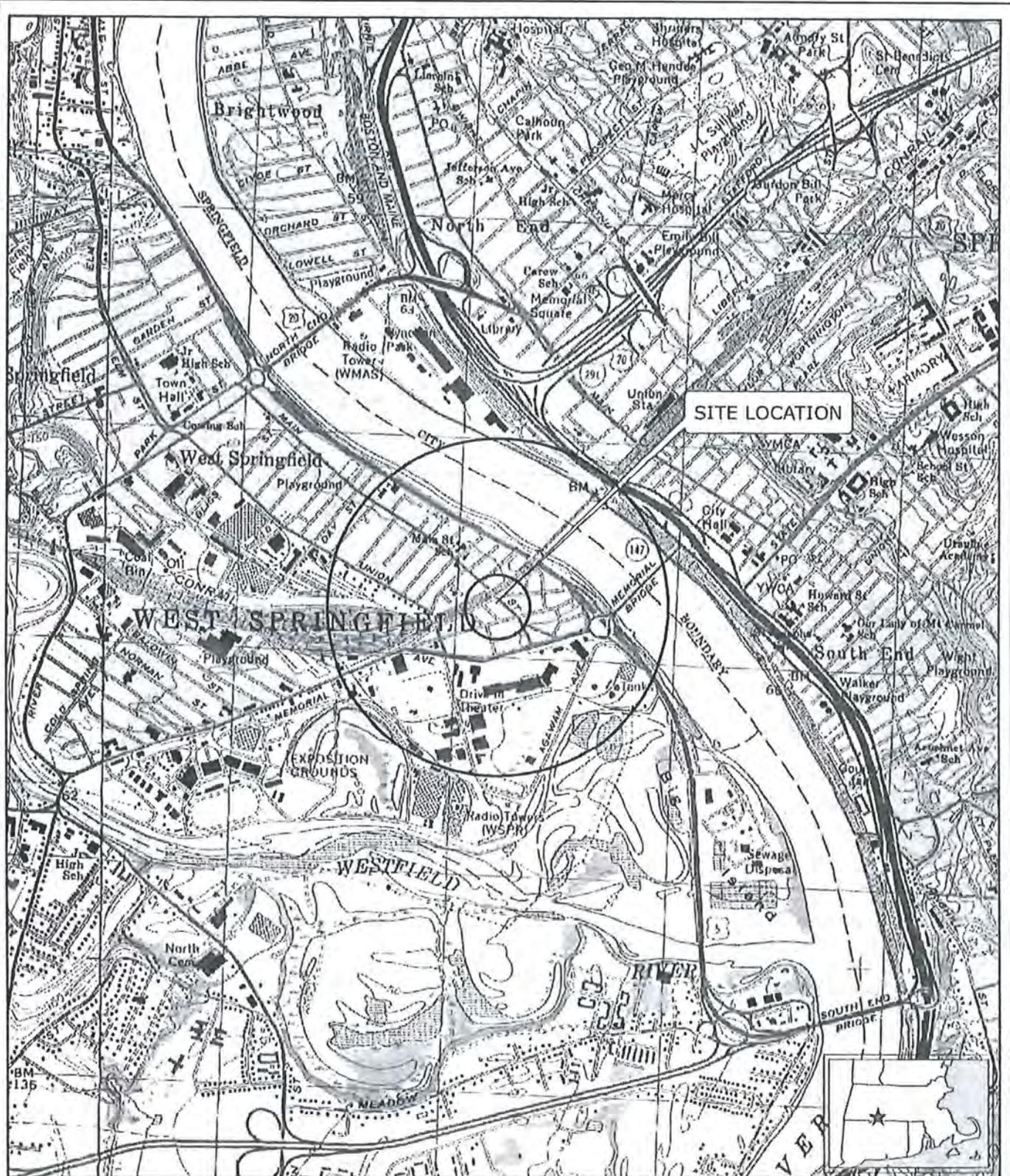
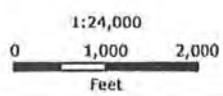


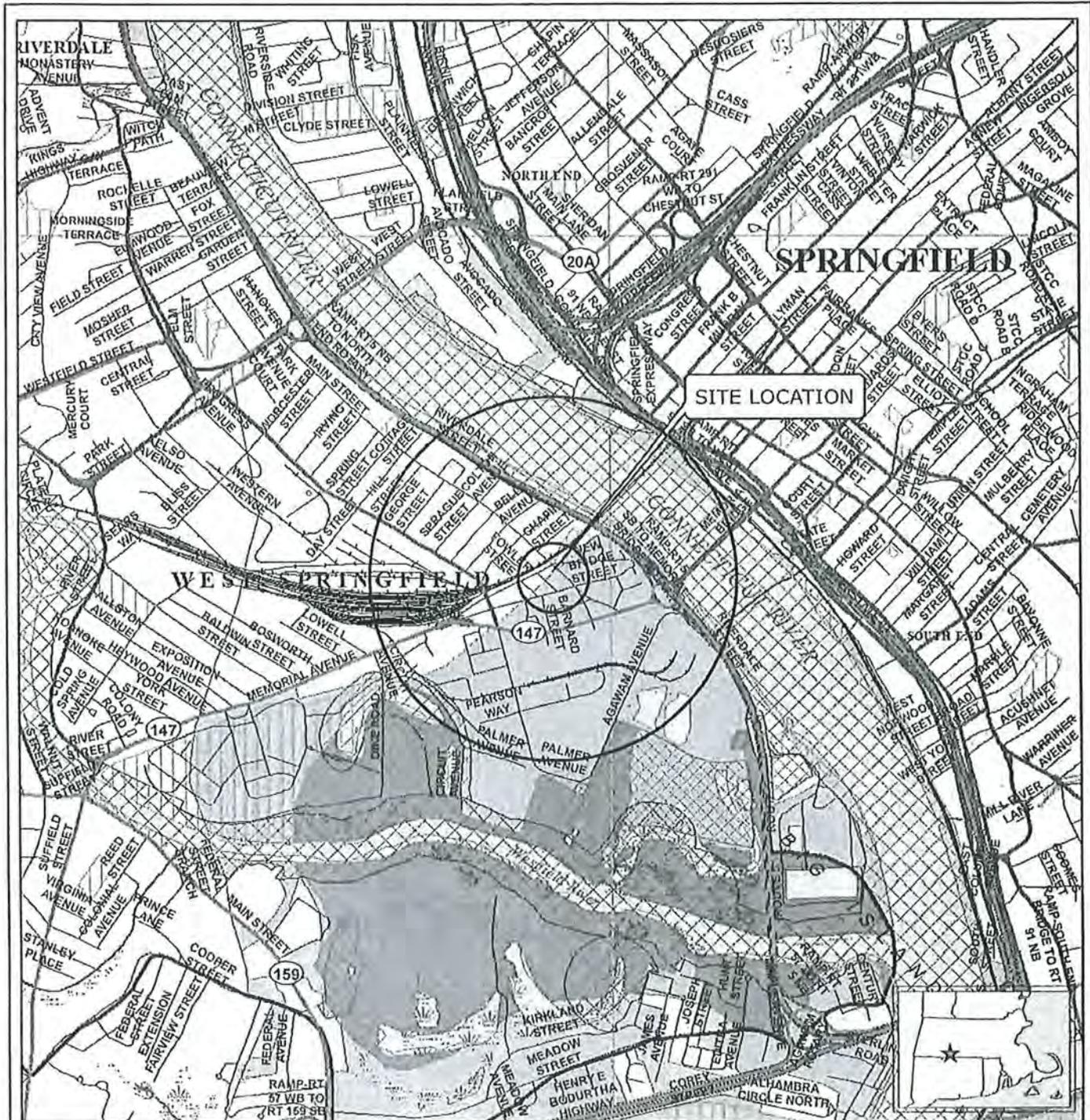
FIGURE 1
SITE LOCATION MAP
 Former Standard Plating Facility
 974 Main Street
 West Springfield, Massachusetts

Tighe & Bond
 CONSULTING ENGINEERS
 125 WASHINGTON STREET
 WEST SPRINGFIELD, MASSACHUSETTS 01196

Based on USGS Topographic Map for
 Springfield South, 11A Quadrangle, Revised 1979.
 Circles indicate 500-foot and half-mile radii



September 2014

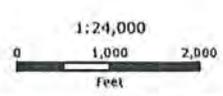


LEGEND

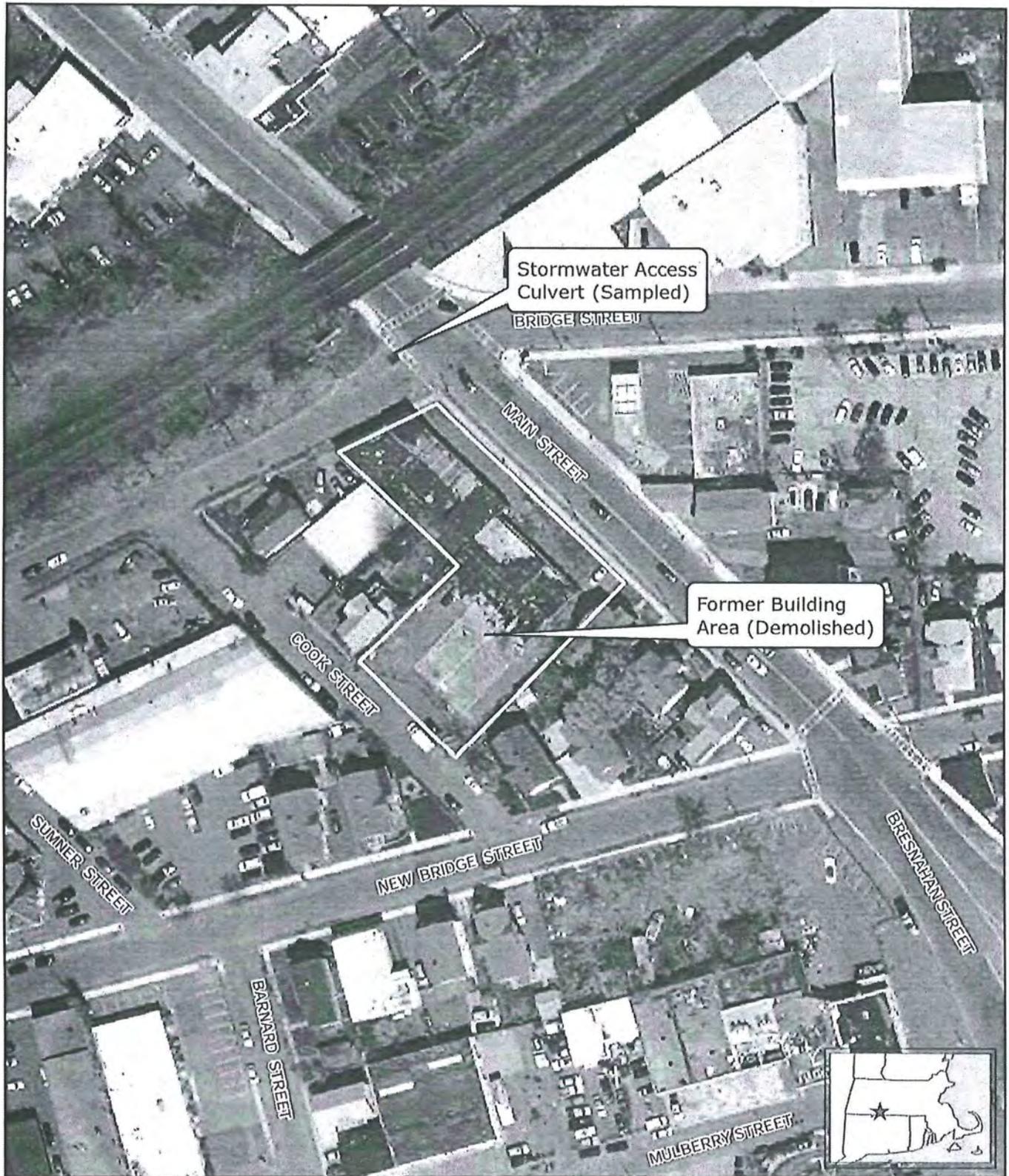
- | | | | |
|--|---------------------------------------------------------|--|----------------------------------------|
| | NHESP Certified Vernal Pools | | Solid Waste Landfill |
| | NHESP Potential Vernal Pools | | Public Surface Water Supply (PSWS) |
| | Community Public Water Supply - Surface Water | | Inland Wetlands (MA DEP) |
| | Community Public Water Supply - Groundwater | | Coastal Wetlands (MA DEP) |
| | Non-Community Non-Transient Public Water Supply | | Waterbodies |
| | Non-Community Transient Public Water Supply | | Major Drainage Basin |
| | Non-Potential Drinking Water Source Area - High Yield | | Sub Drainage Basin |
| | Non-Potential Drinking Water Source Area - Medium Yield | | Limited Access Highway |
| | Potentially Productive Medium Yield Aquifer | | Multi-Lane Highway, NOT Limited Access |
| | Potentially Productive High Yield Aquifer | | Other Numbered Highway |
| | EPA Designated Sole Source Aquifer | | Major Road - Collector |
| | DEP Approved Wellhead Protection Area (Zone II) | | Minor Street or Road |
| | DEP Interim Wellhead Protection Area (IWPA) | | Town Boundary |
| | NHESP Priority Habitats for Rare Species | | County Boundary |
| | NHESP Estimated Habitats for Rare Wildlife | | Quad Sheet Boundary |
| | Public Surface Water Supply Protection Area (Zone A) | | Track or Trail |
| | Protected and Recreational Open Space | | Town |
| | Area of Critical Environmental Concern (ACEC) | | Powerline |
| | | | Pipeline |
| | | | Aqueduct |

FIGURE 2
PRIORITY RESOURCE MAP
 Former Standard Plating Facility
 974 Main Street
 West Springfield, Massachusetts

Data source: Office of Geographic and Environmental Information (MassGIS), Commonwealth of Massachusetts Executive Office of Environmental Affairs.
 Circles indicate 500-foot and half-mile radii.
 Data valid as of February 2014.



September 2014



Legend

Parcel Boundary



Based on MassGIS Color Orthophotography (2013)



FIGURE 3

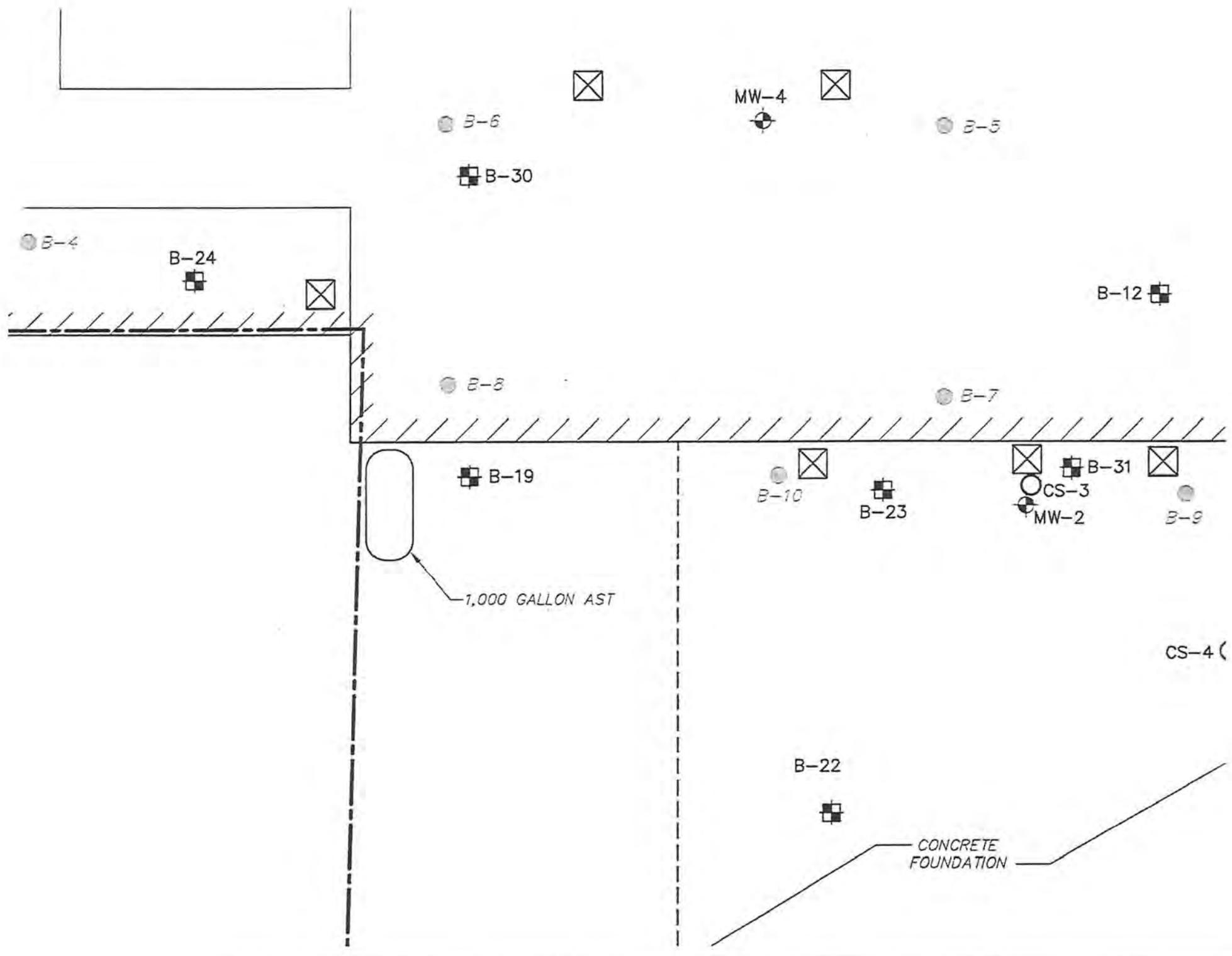
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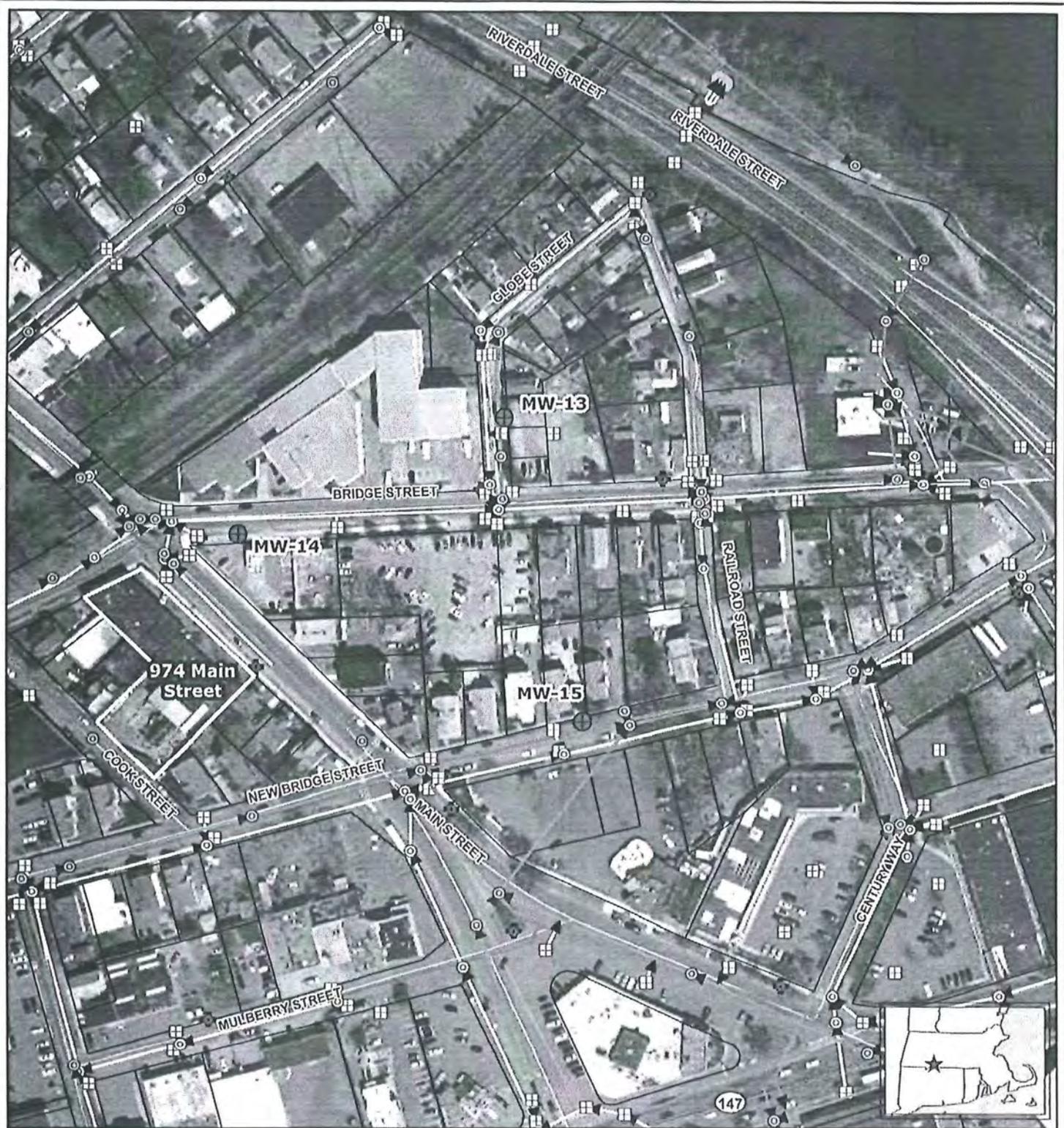
Former Standard Plating Facility

974 Main Street

West Springfield, Massachusetts

November 2014





Legend

- Off-Site Monitoring Well Location (Approximate)
- ⊕ Tornado Damaged Property
- ⊙ Sewer Manhole
- Sewer Main
- ⊙ Storm Manhole
- ⊠ Catch Basin
- ▶ Storm Drain
- ⊙ Outfall
- ⊕ Hydrant
- Water Main
- ▭ Parcel Boundary

**FIGURE 5
OFF-SITE MONITORING
WELLS PLAN**

Former Standard Plating Facility
974 Main Street
West Springfield, Massachusetts

December 2014

Tighe & Bond
Civil & Environmental Engineers
Environmental Scientists

Based on MassGIS Color Orthophotography (2013)

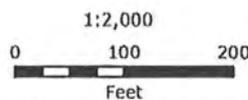
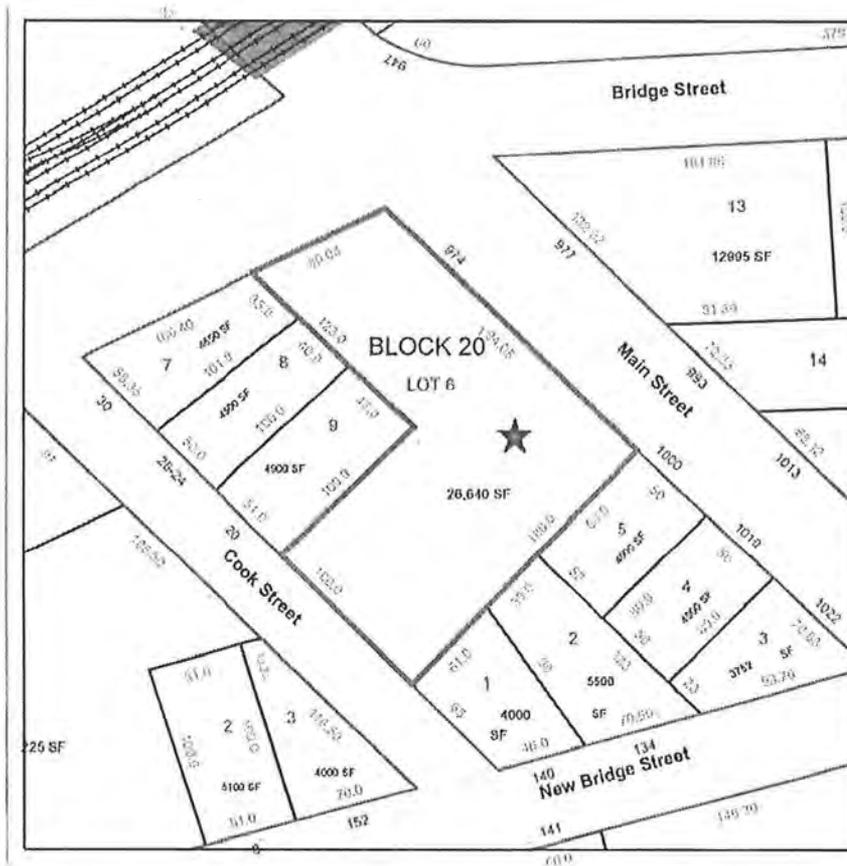


EXHIBIT D

EXHIBIT D

Town of West Springfield

West Springfield Redevelopment Authority



Request for Proposals

**Property Disposition and Redevelopment Opportunity
974 Main Street
West Springfield, Massachusetts**

**DRAFT #2
03-01-2016**

EXHIBIT D

West Springfield Redevelopment Authority
Property Disposition and Redevelopment Opportunity
974 Main Street

Request for Proposals

Page

- I. General Information and Proposal Submission Requirements
- II. Property Description
- III. Proposal Evaluation and Selection Criteria
- IV. Proposal Offer
- V. Rule for Award
- VI. Additional Contract Terms and Conditions

ATTACHMENT A - PROPOSAL FORMS

ATTACHMENT B - MAP OF PROPERTY AND DEED

ATTACHMENT C – DECLARATION OF SURPLUS PROPERTY

ATTACHMENT D - DISCLOSURE OF BENEFICIAL INTERESTS

ATTACHMENT E – PROPERTY DISPOSTION AGREEMENT

West Springfield Redevelopment Authority
c/o Sandra Wrona, Deputy Accountant/Procurement Agent
Town of West Springfield
J. Edward Christian Municipal Office Building
Municipal Finance Office, Suite 1
26 Central Street
West Springfield, MA 01089

Telephone: (413) 263-3028
FAX: (413) 263-3029
Email: swrona@west-springfield.ma.us

EXHIBIT D

ADVERTISEMENT

West Springfield Redevelopment Authority
c/o Sandra Wrona, Deputy Accountant/Procurement Agent
Town of West Springfield
Municipal Finance Office, Suite 1
J. Edward Christian Municipal Office Building
26 Central Street
West Springfield, MA 01089

Sealed proposals ("Proposal(s)") for the redevelopment of a 26,660 square-foot (.61 acre) commercial parcel of land (the "Property") known as 974 Main Street, West Springfield, MA 01089 will be accepted by the Town of West Springfield Procurement Agent acting on behalf of the West Springfield Redevelopment Authority (the "Authority"), until TBD p.m. on TBD, 2016.

This proposed redevelopment project consists of the disposition and subsequent redevelopment of the Property (as shown on the Town of West Springfield Assessor's Map 118, Block 20, Lot 6). The Property was formerly owned by Standard Plating Company, Inc. and was the site of an 11,400-square-foot manufacturing building, which has been demolished by the Town. A deed in lieu of foreclosure in connection with the property was granted to the Town of West Springfield on TBD. The Town subsequently transferred the Property to the West Springfield Redevelopment Authority on TBD.

The Property is currently zoned Business A and is located at the southeast entrance to the Merrick neighborhood. It is located roughly 600 feet north of Memorial Avenue which serves as a major entry point to the Merrick area from the south. Memorial Avenue also connects to Interstate 91.

The Authority is seeking a qualified developer who offers the highest and best use redevelopment of the Property that is consistent with realistic market opportunities, that provides the greatest direct or indirect financial and/or cultural benefit to the Town/Authority through its sale and return of the Property to the tax rolls, that is compatible with surrounding residential uses, and that can be achieved in a timely manner.

A Request for Proposals ("RFP") is located on the Town of West Springfield's internet website at www.townofwestspringfield.org under "City Departments: Procurement," or may be obtained electronically by contacting the Procurement Agent at swrona@west-springfield.ma.us.

Direct any questions exclusively to Sandra Wrona,
Deputy Town Accountant/Procurement Agent
Phone (413) 263-3028
FAX: (413) 263-3029

EXHIBIT D

I. General Information and Proposal Submission Requirements

A. Time and Date Proposals Must be Submitted:

Sealed proposals ("Proposals") for the redevelopment of the subject property, as described below ("the Property"), will be received in the West Springfield Municipal Finance Office until TBD p.m. on TBD, 2016. NO PROPOSALS WILL BE ACCEPTED AFTER THE TIME AND DATE SPECIFIED.

All proposals shall be sealed and addressed to:

WEST SPRINGFIELD REDEVELOPMENT AUTHORITY
c/o Sandra Wrona, Deputy Accountant/Procurement Agent
Town of West Springfield
Municipal Finance Office, Suite 1
J. Edward Christian Municipal Office Building
26 Central Street
West Springfield, MA 01089

B. Maximum Time for Proposal Acceptance:

A redeveloper for the Property will be selected within forty-five (45) days after the Proposal submission deadline. The time for the selection may be extended for up to forty-five (45) additional days at the sole discretion of the Authority.

C. Addenda:

If any changes are made to this Request for Proposals ("RFP"), addenda will be issued by the Authority. Such addenda will be mailed, emailed, or faxed to all bidders on record as having signed out the RFP.

D. Questions from Prospective Bidders:

Questions concerning this RFP must be submitted in writing to: Sandra Wrona (at the address above) before TBD p.m. on TBD, 2016. Questions may be delivered, mailed, emailed or faxed. Written responses to the questions so received will be mailed, emailed, or faxed to all bidders on record as having signed out the RFP ("Proposer(s)").

E. Modifying or Withdrawing Proposals:

At any time before the time and date set for the submission of Proposals, a Proposer may request the Authority to withdraw or modify its Proposal. Such a request must be made in writing by a person with authority to do so as identified on the RFP Cover Page, provided his or her identity is made known and a receipt is signed for the Proposal. All Proposal modifications shall be made in writing, executed and submitted in the same form and manner as the original Proposal. Any Proposal or modification of a Proposal received at the office

EXHIBIT D

designated in this RFP after the exact time specified for Proposal receipt will not be considered.

F. Right To Cancel or Reject Proposals:

The Authority may cancel this RFP, waive any informality of any Proposal, or reject in whole or in part any and all Proposals, if the Authority determines that cancellation or rejection serves the best interest of the Authority. The Authority's decision on all such matters shall be final.

G. Proposed Acquisition Price:

The proposed price for the acquisition of the Property that is submitted in response to this RFP must remain firm for forty-five (45) days following the Proposal submission. In the event that the Authority extends the period for the consideration of proposals by forty-five (45) days, the deposit period shall also be extended for forty-five (45) days.

H. Deposit:

All Proposers shall submit a certified check or money order made payable to the West Springfield Redevelopment Authority equal to xxx percent of the Proposed Purchase Price, or \$xxxx, whichever is greater, together with their proposal submission. The \$xxxxx deposit will be returned to the Proposer if not selected as the preferred applicant.

I. Unexpected Closures:

If, at the time of the scheduled submission deadline, the Town of West Springfield Municipal Office Building is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the Proposal submission deadline will be postponed until 10:00 a.m. on the next normal business day. Proposals will then be accepted until that new date and time.

J. Copies of the Proposal:

The Proposer shall submit one (1) original and five (5) paper copies, and one (1) electronic version (in PDF format on a CD-ROM or flash drive) of their Proposal.

K. Proposal Envelope:

The Proposal envelope should be clearly marked: "West Springfield Redevelopment Authority, RFP for Disposition and Redevelopment of 974 Main Street, Proposal Submission Date: TBD, 2016."

L. Complete Proposals:

Complete Proposals shall include the following:

1. A letter of transmittal signed by the individual authorized to negotiate for and contractually bind the proposing entity that includes a brief summary of the Proposal with the Proposer's name, mailing address, contact person, telephone, fax number and email

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address.

2. A description of the Proposer's background, experience, and references relative to similar projects including names and telephone numbers. Identify all major partners, stockholders or principals in the proposed redevelopment project and their relevant background. Resumes of key personnel and/or professional firms on the development team should be included.
3. A written Proposal for the development of the Property, which includes relevant technical design and/or project management documents. Examples include, but are not limited to, documents providing the following:
 - i. A narrative description of the proposed development project, including a preliminary site plan and elevations (if available),
 - ii. A preliminary financial plan for the project including sources and uses of funds, a construction budget, an operating pro-forma (if available), and a marketing plan (if applicable).
 - iii. A project schedule including proposed timeline for implementation of proposed development plan, including start and completion dates of construction,
 - iv. Evidence of financial feasibility, including evidence of Proposer's ability to secure any necessary financing to complete the proposed development project,
 - v. The price offered for the acquisition of the Property,
 - vi. A list of comparable projects completed within the past five (5) years. List the project type, location, size, ownership entity, development costs, financing mechanism, any municipal subsidiary received, current status, and reference's contact name and telephone number(s), and
 - vii. Disclosure of any and all commitments, financial incentives or regulatory waivers to be requested from the Town or any other public entity must be clearly stated along with the status of such commitments and/or waivers.
4. Proposers **must submit** the following with their Proposals (forms provided):
 - i. Completed Non-Collusion Certificate,
 - ii. Completed Tax Compliance Certification,
 - iii. Price Proposal Form, and
 - iv. Beneficial Interest Form (see below)
5. The successful Proposer must comply with all applicable Massachusetts General Laws and file a notice of beneficial interest (form provided) with the Authority as part of the proposal. No award shall be made to any Proposer that fails to submit this information.

M. Selection process:

The developer selection process will generally involve:

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1. The submission of proposals fully responsive to the RFP,
2. A determination of proposal completeness,
3. A review of complete and responsive proposals the Authority based on the evaluation criteria set forth below,
4. Interviews with the Authority and the designated Review Committee,
5. The designation of a "Preferred Developer" by the Authority,
6. The negotiation and execution of a "Project Development Agreement" between the selected developer and the Authority specifying the terms of the sale and for the redevelopment of the Property, and
7. The fulfillment of the terms of the Project Development Agreement by the developer.

II. Property Description

A. General description:

The West Springfield Redevelopment Authority (the Authority), acting through the Town of West Springfield Procurement Office, is seeking Proposals for the sale and redevelopment of Authority-owned property at 974 Main Street (the Property). The property has been declared to be surplus. The Authority is interested in promoting the beneficial use of this otherwise dormant property, subject to all current zoning requirements, including but not limited to the requirements of the Memorial Corridor Overlay District.

The Authority is seeking the developer who submits the most advantageous Proposal consistent with the selection criteria and Proposal requirements set forth in this RFP and who demonstrates the ability to perform as proposed in a timely fashion.

While the financial benefits of a Proposal are important to the selection of a developer, the Authority will consider the broader indirect benefits such as taxes, jobs, etc., to be realized from the redevelopment project to be important as well and will consider all the evaluation criteria set forth below.

The Property being offered will be sold in "as is" condition. Although information regarding the Property is taken from reliable sources, such information has not been verified in all cases and no representation or warranty is made or implied as to its accuracy. The Authority has not made or does make any representation or warranty as to any matter affecting or relating to the Property, including, but not limited to, its physical condition. The selected Proposer acknowledges that no such representation or warranty has been made and agrees to acquire the Property from the Authority in "as is" condition.

Prospective developers should undertake their own reviews and reach their own conclusions concerning, zoning, title and survey matters, required approvals, physical conditions, environmental conditions, reuse potential, utility services, and development, leasehold, legal and all other development considerations. Proposers are responsible for making their own determinations of existing conditions.

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B. Property Overview:

The Property consists of a 26,660-square-foot (.61 acre) commercial parcel (formerly the site of Standard Plating Company) known as 974 Main Street, West Springfield, MA 01089. The Property is shown on the Town of West Springfield Assessor's Map 118, Block 20, Lot 6.

The Property was formerly owned by Standard Plating Company, Inc. and contained an 11,400-square-foot manufacturing building, which since has been demolished by the Town. A deed for the Property was granted to the Town of West Springfield in lieu of foreclosure on TBD. The Town subsequently transferred the Property to the West Springfield Redevelopment Authority on TBD. Copies of said deeds are provided in Attachment B.

The Property, zoned Business A, is located at the southeast entrance to the Merrick neighborhood. It is roughly 600 feet north of Memorial Avenue, a major entry point into the Merrick area from the south. Memorial Avenue also connects to Interstate 91 via the Memorial Bridge (which also connects the Town of West Springfield to the City of Springfield). The Property has frontage on three public ways: Main Street, Bridge Street and Cook Street.

The purpose of the Business A District is to provide areas for a wide range of retail uses/services and commercial activities of higher densities along primary roads to serve as business highway corridors within West Springfield. However, the Authority is seeking a development project that is compatible with its redevelopment goals (see Section D) and encouraged uses (See Section E) detailed below.

Certain land uses that are allowed under Business A will not be entertained as possible re-uses for the Property. These prohibited re-uses include parking as a principal use, automotive repair, automobile dealership, gas station and establishments with drive-through services (banks, retail or otherwise). Prohibited uses are detailed in Section F below. Also, re-use is subject to the provisions of the Memorial Corridor Over District.

The Authority is the owner of the Property and is not aware of any title encumbrance related to the Property other than the rights, easements, and restrictions specifically set forth in the deed, or otherwise described in Attachment D. In particular, the Property is subject to an "Activity and Use Limitation" that specifies the allowable and prohibited use of the property relating to the environmental cleanup of the Property. Please see Section C below for additional details.

C. Environmental Status:

Prior to 1911, the Property had been partially used as a school. Subsequently, an automotive service station occupied the Property to at least the 1930s. By the 1940s, the Property was occupied by a metals plating facility and that use continued through 2011.

The former owner, Standard Plating Co. Inc., conducted limited subsurface investigation in November 2012, which indicated that soils on the Property were impacted by elevated

EXHIBIT D

concentrations of heavy metals, petroleum and volatile organic compounds. Elevated concentrations of metals were also detected in site groundwater. The Massachusetts Department of Environmental Protection (Mass DEP) assigned Release Tracking Number (RTN) 1-18846 to the Property.

The consulting firm of Tighe & Bond, under contract to the Town of West Springfield, conducted additional site investigations between September and December 2014. Using federal funding, the Town subsequently moved forward with plans to demolish the abandoned building and to remediate the site, with cleanup response actions to occur in conjunction with and/or immediately following demolition. Prior to demolition and remediation, the Town took ownership to the property and entered into a "Brownfields Covenant Not to Sue" with the Massachusetts Attorney General pursuant to its plans to cleanup the site for redevelopment.

In preparation for the future redevelopment of the Property, the Town demolished the dilapidated site building and performed additional response actions to address environmental contamination.

The remediation plan implemented by the Town included the removal of suspect Underground Storage Tanks (UST's), the removal of metals-impacted and petroleum-impacted soils for off-site disposal, limited pumping of contaminated groundwater for on-site treatment and disposal, in-situ groundwater (and soil) remediation, and backfilling and compaction of the excavation areas.

The extent of environmental impacts at the Property has been fairly well delineated; potential sources of the contamination were identified and a remediation plan has been implemented. The Proposer should refer to the link below and carefully review all the relevant reports.

Link to environmental information on Mass DEP File viewer:

http://public.dep.state.ma.us/SearchableSites2/Site_Info.aspx?textfield RTN=1-0018846&searchType=ALL&CurrentPage=1

In addition, copies of reports commissioned by the Town are available for review during normal business hours. Please contact Joseph Laplante, Community Development Director, at jlaplante@west-springfield.ma.us to schedule an appointment to review these Town reports.

Proposers should conduct their own review and assessment of all the reports completed to date and/or the environmental conditions of the Property, as the selected developer will be necessarily involved in its remediation.

D. Redevelopment Goals:

The Authority has established the following goals for the redevelopment of the Property:

1. To redevelop the Property in a manner that adds to the quality of the Merrick neighborhood.

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V. Proposal Offer

The Property is being offered for sale. The attached Attachment A Offer Price Proposal Form must be filled out in its entirety. The amount offered with terms must be included. If the offer is based on an appraisal, a copy of the appraisal must be submitted with the Proposal.

VI. Rule for Award

The most advantageous Proposal from a responsive and responsible Proposer(s), taking into consideration price and all other evaluation criteria set forth in the solicitation, will be selected. The Authority reserves the right to investigate the financial capability, integrity, experience, and quality of performance of any proposer, including all major partners, stockholders or principals.

VIII. Additional Terms and Conditions

- A. The Authority reserves the right to reject any and all Proposals, or parts of Proposals, waive informalities, and to award contracts which are in the best interest of the Authority. The Authority shall take action upon the RFP within forty-five (45) business days after the submission of Proposals.
- B. The Authority reserves the right to interview or to seek additional information from any applicant after opening the Proposals but before entering into a Project Development Agreement, to reject any Proposal if it deems it to be in the best interests of the Authority. Pre-award negotiations may also be conducted with the selected Proposer.
- C. The Authority anticipates that it will invite select Proposers to discuss their proposals in person prior to making a final decision.
- D. All Proposals will become the sole property of the Authority.
- E. No contract shall be created merely by the selection of a Proposal by the Authority.
- F. The successful Proposer will be required to execute a Property Disposition Agreement with the Authority in a form substantially as set forth in Attachment E within thirty days from the date of notice of acceptance of a Proposal or within such further time as the Authority agrees.
- G. Proposals that are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions will be rejected by the Deputy Accountant/Purchasing Agent. Conditional proposals will not be accepted.
- H. Proposers are subject to all current zoning, building restrictions and controls. Proposers must be current on all taxes, fines, fees and other debts or liabilities that they may have with the Town of West Springfield. Any Proposer with a significant history of non-compliance with code enforcement will be automatically disqualified.

EXHIBIT D

ATTACHMENT A – PROPOSAL FORMS

TOWN OF WEST SPRINGFIELD - PRICE PROPOSAL FORM

The undersigned Proposer certifies that he has carefully examined the RFP, including the attached exhibits and all addenda, and it proposes and agrees that it will contract with the Authority to purchase the Property for the amount and terms described therein in the manner and time set forth therein for the prices set forth on the table. The Proposer certifies that the information contained in this Price Proposal is current, truthful and complete.

Dated this _____ day of _____, 2016

Offered Purchase Price/Terms for Property: _____

Signature of Proposer: _____

Name of Proposer: _____

State of Incorporation: _____

Business Address: _____

Town/State/Zip: _____

Telephone: _____ FAX: _____

If a corporation is submitting this Proposal, the proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed and attested to by the clerk. A certificate of the clerk of the corporation evidencing the officer's authority to execute the proposal shall be attached. If the proposal is being submitted by a partnership, a general partner shall execute it in the partnership name. If this Proposal is being submitted by a Joint Venture, it shall be executed by all Joint Venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

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PROPOSAL SIGNATURES PAGE

Signature for Individual

Name of Company

Telephone Number

Name and Title of Individual Authorized to Sign

Fax Number

Signature

Date

Signature for Partnerships (must be signed by ALL general partners)

Name of Partnership

Date

Name and Title of Partner

Signature

Name and Title of Partner

Signature

Name and Title of Partner

Signature

Telephone Number of Company Offices

Fax Number of Company Offices

Use additional sheet if necessary

EXHIBIT D

PROPOSAL SIGNATURES PAGE CONTINUED

Signatures for Corporation

Name of Corporation

Date

Printed Name and Title of Duly
Authorized Company Officer

Signature

Corporate Seal (affix below)

Telephone Number

Fax Number

E-Mail Address

FID Number

Signature of Clerk

Please furnish the following additional information:

Incorporated in what state? _____

President: _____

Treasurer: _____

Secretary: _____

If you are a foreign (out of state) corporation, are you registered with the Secretary of the Commonwealth in accordance with the provisions of M.G.L. Chapter 156D § 15.03? _____

If you are selected for this disposition, you are required, under M.G.L. Chapter 30 §391, to obtain from the Secretary of State, Foreign Corporation Section, a certificate stating that your corporation is registered, and to furnish said certificate to the Town of West Springfield before award.

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CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting proposal or proposal

Name of business

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of person submitting proposal or proposal

Name of business

EXHIBIT D

ATTACHMENT B

MAP OF PROPERTY AND PROPERTY DEEDS

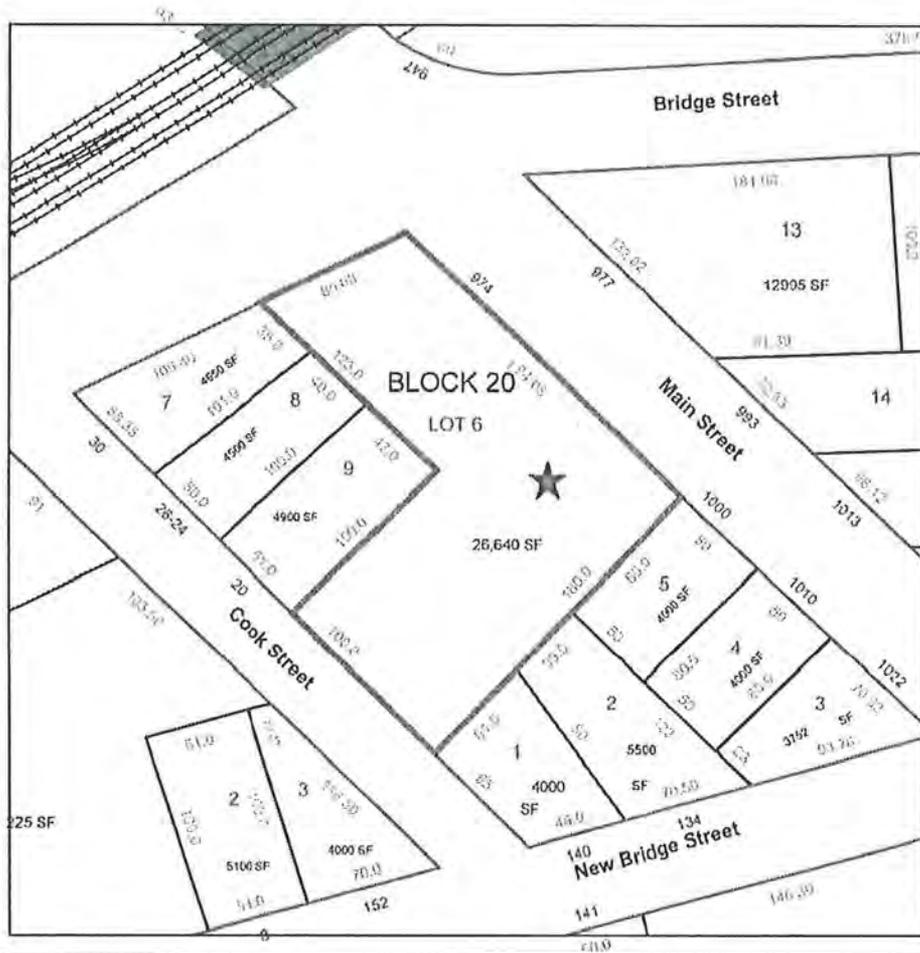


EXHIBIT D

ATTACHMENT C

DECLARATION OF SURPLUS PROPERTY

EXHIBIT D

ATTACHMENT D

DISCLOSURE OF BENEFICIAL INTERESTS

DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

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DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

- (1) REAL PROPERTY:
- (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:
- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:
- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):
- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):

<input type="checkbox"/> Lessor/Landlord	<input type="checkbox"/> Lessee/Tenant
<input type="checkbox"/> Seller/Grantor	<input type="checkbox"/> Buyer/Grantee
<input type="checkbox"/> Other (Please describe): _____	
- (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

- (7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):
- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been

EXHIBIT D

DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER

EXHIBIT D

ATTACHMENT E

**WEST SPRINGFIELD REDEVELOPMENT AUTHORITY
PROPERTY DISPOSTION AGREEMENT**