



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

## Department of Environmental Protection

Southeast Regional Office • 20 Riverside Drive, Lakeville MA 02347 • 508-946-2700

Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor

Matthew A. Beaton  
Secretary

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Commissioner

September 27, 2018

Ms. Lisa C. Foley  
20 Talbot Drive  
Norton, MA, 02766

RE: **NORTON**  
Release Tracking Number **4-0025855**  
Former Reed & Barton Facility  
20 Talbot Drive  
**REQUEST FOR ACCESS**

Dear Ms. Foley:

The Massachusetts Department of Environmental Protection (MassDEP or the Department), Bureau of Waste Site Cleanup is tasked with ensuring the cleanup of oil and hazardous material releases pursuant to the Massachusetts Oil and Hazardous Material Release Prevention and Response Act (M.G.L. Chapter 21E). The law is implemented through regulations known as the Massachusetts Contingency Plan (310 CMR 40.0000 et seq. – the MCP). Both M.G.L. c. 21E and the MCP require the performance of response actions to provide for the protection of harm to health, safety, public welfare and the environment which may result from releases and/or threats of releases of oil and/or hazardous material at disposal sites.

MassDEP is currently performing response actions pertaining to a release of chlorinated solvents and metals from the property located at 47 Elm Street, Norton, Massachusetts (the Site). The Site is the location of the former Reed & Barton facility. Previous assessments performed by MassDEP at the Site have identified chlorinated solvents and metals in the groundwater in the immediate vicinity of the Site.

MassDEP was informed by the U.S. Environmental Protection Agency (EPA) that EPA received an e-mail from you dated September 22, 2018 in which you indicated concern for the water quality of the drinking water well servicing your residence due to the well's proximity to the Site. MassDEP requests access to your property to obtain a water sample from your well for volatile organic compounds (VOC) and metals. To enable MassDEP to conduct this sampling, MassDEP is required to obtain a signed access agreement from you.

Upon receipt of the analytical data, MassDEP will provide you with a copy of the results along with a letter explaining the results.

This information is available in alternate format. Contact Michelle Waters-Ekanem, Director of Diversity/Civil Rights at 617-292-5751.

TTY# MassRelay Service 1-800-439-2370

MassDEP Website: [www.mass.gov/dep](http://www.mass.gov/dep)

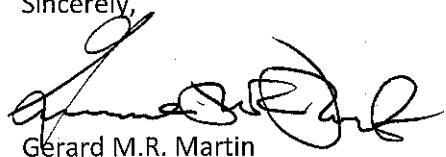
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Enclosed with this letter is an access agreement that further explains the proposed work. MassDEP requests that you read the agreement and the attached "Frequently Asked Questions" handout carefully. Please sign the access agreement and return it to MassDEP, 20 Riverside Drive, Lakeville,, MA 02347, attention: Elliot Jacobs. Upon receipt of the signed access agreement, MassDEP will be able to finalize the schedule for the work at your Property.

Information relative to the private drinking water well at your property (such as total depth, screened interval, pumping rate, etc.) could assist MassDEP with evaluating potential impacts to your well. If you could provide the information at the time the sample is collected it would be appreciated.

Please feel free to contact Elliott Jacobs at any time with any questions regarding the schedule, the process, or the enclosed form. Mr. Jacobs may be reached by telephone at (508) 946-2786 or by email at [Elliot.Jacobs@state.ma.us](mailto:Elliot.Jacobs@state.ma.us). Thank you for your cooperation.

Sincerely,



Gerard M.R. Martin  
Deputy Regional Director  
Bureau of Waste Site Cleanup

M/EJ

Enclosed: Access and Consent to Enter Property Agreement

CERTIFIED MAIL #  
RETURN RECEIPT REQUESTED

Ec: Town of Norton  
Michael Yunits, Town Administrator  
Norton Board of Health

DEP-SERO  
Elliott Jacobs

**COMMONWEALTH OF MASSACHUSETTS  
MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**ACCESS AND CONSENT TO ENTER PROPERTY AGREEMENT**

**Lisa C. Foley  
20 Talbot Drive, Norton, Massachusetts  
RTN # 4-0025855**

**Statutory Authority:** The Massachusetts Department of Environmental Protection, its employees, agents, and/or contractors (collectively MassDEP) is requesting access to a parcel of land, identified below, for the purpose of performing certain investigative, removal, response and/or remedial actions pursuant to the authority of M.G.L. c. 21E, §§ 4 and 8. Through execution of this Access And Consent to Enter Property Agreement ("Agreement"), Lisa C. Foley (**Owner**) acknowledges MassDEP's authority to enter the property pursuant to M.G.L. c. 21E, § 8 to perform activities to protect the public health, safety, welfare and the environment, and will allow MassDEP access to this parcel of land to perform these activities in accordance with the terms and conditions set forth below.

**Property Description:** The parcel of land covered by this Agreement is located at **20 Talbot Drive in Norton, Massachusetts** and is referenced in a **Deed recorded on May 30, 1997 in the Bristol Registry of Deeds at Book 7157/Page 125**. The parcel of land is located near the former Reed & Barton facility at 47 Elm Street, which is a "Site" as defined by M.G.L. c. 21E and the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the "MCP"), and is identified by MassDEP Release Tracking Number, **RTN: 4-0025855**.

**Proposed Scope of Work:** The activities to be performed by MassDEP will be undertaken in accordance with M.G.L. c. 21E and the MCP. The scope of work proposed by MassDEP may include, but may not be limited to, the following activities in order to investigate, address and/or eliminate any risks to public health, safety, welfare and the environment associated with the release or threat of release of oil and/or hazardous materials at the Site:

The collection of a sample from your private water supply well for lab analysis for volatile organic compounds (VOCs) and the fourteen MCP metals metals.

**Timing and Duration of Work Activities:** The work activities described above will begin after the Owner's execution of this Agreement. MassDEP will provide reasonable advance notice to the Owner of the exact date and time for the commencement of work activities. It is anticipated that work activities will occur between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday. Depending upon the results of initial work activities, MassDEP may need to return to the Site to perform additional tap water sampling, and the Owner acknowledges through execution of this Agreement MassDEP's right to return and access the Site to perform any required additional or periodic work activities. MassDEP will provide reasonable advance notice to the Owner of the specific date(s) and time(s) for the performance of any additional or periodic work activities.

**Term of Agreement:** It is anticipated that all work associated with this Agreement, including any/all additional or periodic work activities (if applicable), will be completed by MassDEP by no later than **October 30, 2018**.

**Availability of Sampling Results/Reports:** All public documents relating to the proposed work activities, including all sampling analysis data and related reports, may be reviewed electronically, at MassDEP's website: <https://eeaonline.eea.state.ma.us/portal#!/search/wastesite> by searching the "Searchable Waste Site List" by the RTN referenced above. In addition, pursuant to 310 CMR 40.1403(10), the Owner will be provided with a copy of all analytical data and related reports generated as a result of this project within thirty (30) days of the date the sample results are issued to MassDEP by the analytical laboratory.

**Site Responsibility/Certificate(s) of Insurance:** In executing this Agreement, the Owner understands that MassDEP will exercise reasonable efforts to minimize disruption of the usual, daily activities at the Property while performing work activities under this Agreement, and will make reasonable efforts to restore the areas of the Site where the work activities occurred to its prior condition. Upon execution of this Agreement, the Owner may obtain upon request a Certificate of Insurance from each MassDEP contractor who will be performing work on the Site. The Owner will otherwise continue to be responsible for all other liability and insurance obligations related to the Site.

**No Conveyance of Property Interest:** In executing this Agreement, the Owner understands that this Agreement is not intended to convey a property interest to MassDEP.

**Access Authorization:** By executing this Agreement below, the Owner hereby grants access to MassDEP, its employees, authorized agents and/or contractors to enter the Site for the purpose of performing the above-referenced work activities.

**Requirement of Written Revocation of Access:** In executing this Agreement, the Owner also acknowledges and agrees that, in the event that the Owner seeks to revoke this Agreement, the Owner shall provide MassDEP with a written notice revoking this Access Agreement at least forty-eight (48) hours prior to MassDEP's cessation of work activities.

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Lisa C. Foley  
20 Talbot Drive, Norton, MA 02766

Date: \_\_\_\_\_