



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Northeast Regional Office • 205B Lowell Street, Wilmington MA 01887 • 978-694-3200

Charles D. Baker
Governor

Matthew A. Beaton
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Commissioner

November 23, 2016

City of Lawrence
City Hall
200 Common Street, Room 309
Lawrence, MA 01840
Attention: The Honorable Daniel Rivera, Mayor of Lawrence

RE: Lawrence – 207 Marston Street
Request for Access

Dear Mayor Rivera:

The Massachusetts Department of Environmental Protection (MassDEP) requests your consent for MassDEP personnel and/or its contractors to access the property located at 207 Marston Street in Lawrence (the Property). The Property is a "Site" in accordance with M.G.L. c. 21E and the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the "MCP"), to which MassDEP has assigned Release Tracking Number 3-18126. The reason MassDEP is requesting access is to conduct a land survey of the southern property line, and possibly a portion of the eastern property line, at the Property. The survey is needed to enable installation of fencing necessary to restrict access to the Property due to elevated levels of polychlorinated biphenyls (PCBs) and heavy metals in soil. The proposed work addressed by this Request for Access is limited to the land survey, however. Depending upon the results of the survey, MassDEP may be required to return to the Property to complete additional land survey activities. You will be given reasonable advance notice in the event that MassDEP is required to return to the Property to conduct additional activities.

A description of the land survey activities, and potential impacts to your property, is attached to this letter. The results of the survey will be provided to you upon completion of the work.

Section 8 of the Massachusetts Oil and Hazardous Material Release Prevention and Response Act ("M.G.L. c. 21E") authorizes MassDEP personnel and/or its contractors at reasonable times and upon reasonable notice to enter any property for purposes of assessment, containment and/or removal of oil and/or hazardous material which MassDEP deems necessary for the protection of public health, safety, welfare, or the environment. In exercising this access authority, MassDEP routinely requests permission to enter private property.

Enclosed with this letter are duplicate copies of a Standard Access and Consent to Enter Property Agreement setting forth the proposed work to be performed at 207 Marston Street, Lawrence. Please read the enclosed Agreement carefully. If you have any questions after reading the Agreement, please contact Joanne Fagan at 978-694-3390. Once you understand the scope of the project, your agreement to allow MassDEP personnel and/or its contractors to enter the property in order to perform such work should be documented by signing one of the two Agreements and returning it to this office. The other copy may be retained for your records. Since MassDEP would like to begin the work on Wednesday, November 30, 2016, we ask that the agreement be returned to the address cited in the letterhead by November 29, 2016.

We thank you in advance for your cooperation in this matter.

Very truly yours,

A handwritten signature in black ink that reads "Joanne Fagan". The signature is written in a cursive, flowing style.

Joanne Fagan
Section Chief, Brownfields
Bureau of Waste Site Cleanup

COMMONWEALTH OF MASSACHUSETTS
MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION

ACCESS AND CONSENT TO ENTER PROPERTY AGREEMENT

City of Lawrence
207 Marston Street
RTN #3-18126

Statutory Authority: The Massachusetts Department of Environmental Protection, its employees, agents, and/or contractors (collectively "MassDEP") require 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"), the City of Lawrence ("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 207 Marston Street, Lawrence, MA and is referenced in a Deed recorded December 14, 1998 in the North Essex Registry of Deeds at Book 5274, Page 321 and Final Judgment in Tax Lien Case, *City of Lawrence vs. American Recycling of Massachusetts, Inc.*, Case No. 11 TL 142259 recorded May 9, 2016 at North Essex Registry of Deeds at Book 14621, Page 125. The parcel of land is a "Site" in accordance with 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: 3-18126.

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:

This project will consist of a land survey of the entire southern property line of the Site and may extend along a portion of the eastern property line, if needed. The property boundary will be marked in the field using semi-permanent survey markers, such as rebar enhanced with spray paint and/or flagging. The work will be conducted by MassDEP personnel and/or a state contractor.

Timing and Duration of Work Activities: The work activities described above will begin on or after November 30, 2016. 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 be between the hours of 8:00 a.m. and 5:00 p.m., for a duration of one to two days. Depending upon the results of initial work activities, MassDEP may need to return to the Site to complete additional land survey activities, 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 December 9, 2016.

Availability of Land Survey Results/Reports: All public documents relating to the proposed work activities may be reviewed electronically through access to MassDEP's website at: <http://www.mass.gov/dep/cleanup/index.htm> and searching the "Searchable Waste Site List" by the RTN referenced above. In addition, the Owner will be provided with a copy of all related reports generated as a result of this project.

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 an interest in property 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.

City of Lawrence



Mayor Daniel Rivera
City Hall, 200 Common Street
Lawrence, MA 01840

Date: 11/23/16