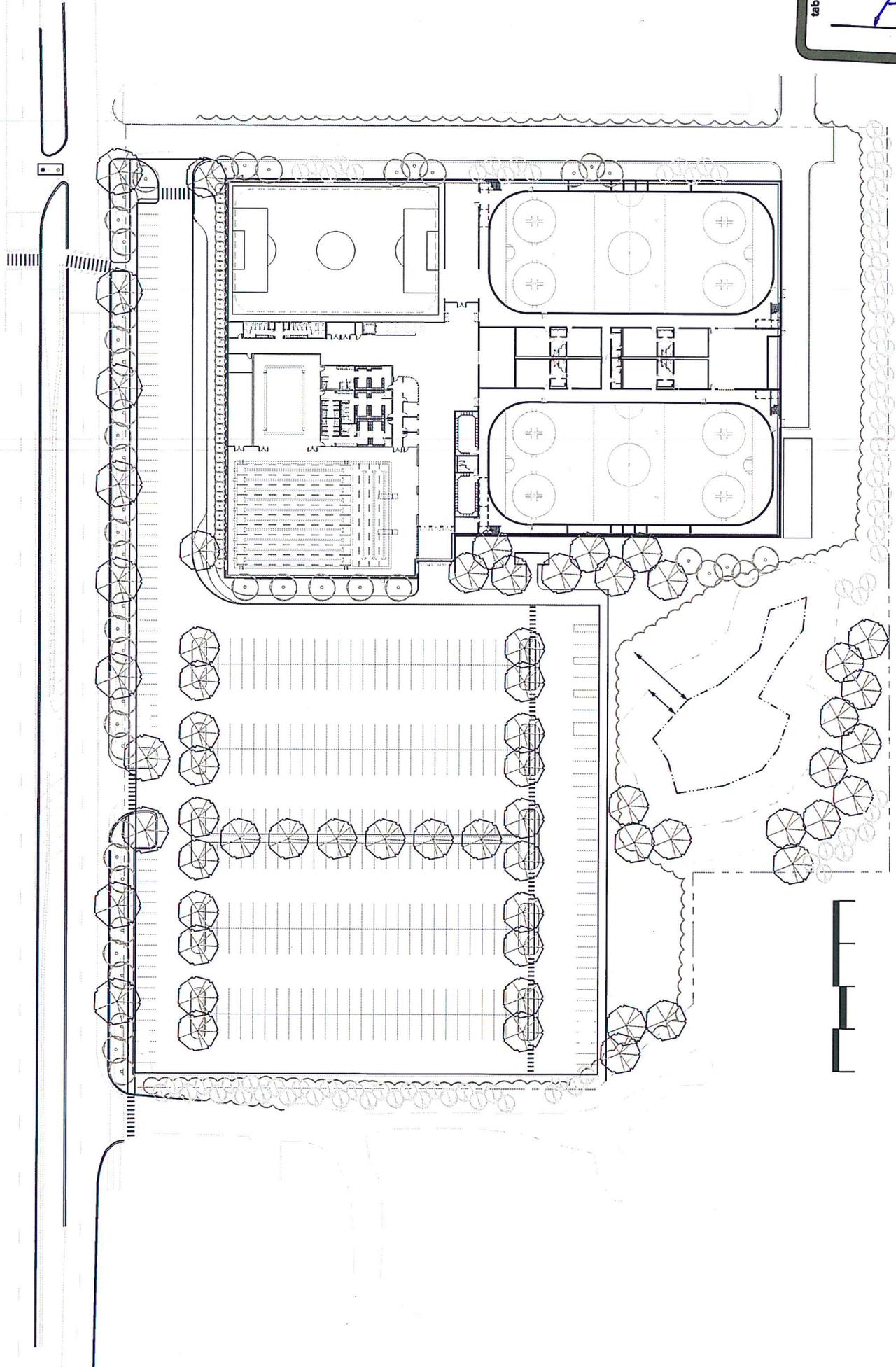




EXHIBIT

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### Schedule of Performance

April 3, 2017	Special Town Meeting
April 13, 2017	Planning Board Submission <i>(Concurrent Conservation Filing TBD)</i>
June 5, 2017	Planning Board Hearing
August 15, 2017	Entitlements
September 1, 2017	Order steel
September 15, 2017	Groundbreaking deadline
October 1, 2017	Erosion control, clear / gruc, stockpile
November 1, 2017	Foundations
December 1, 2017	Steel erection
January 15, 2018	Building enclosure
March 1, 2018	Traffic improvements begin
April 15, 2018	Commence MEP
June 15, 2018	Commence Specialties (pool / rink)
August 15, 2018	Ice make
September 1, 2018	Partial Cert of Occupancy

September 30, 2014

David J. Hickey, P.E.  
Town Engineer  
Department of Public Works  
2 Municipal Way  
Wellesley Hills, MA 02481

RE: Updated Due Diligence Investigation Results Report  
Saint James the Great Church, 900 Worcester Street, Wellesley, MA

Dear Mr. Hickey:

Environmental Partners Group, Inc. (Environmental Partners) performed a Phase I ESA of the St. James the Great Church and Rectory property located at 900 Worcester Street in Wellesley, MA in 2012. This assessment was performed in support of a potential property transaction. The ESA recommended that additional assessment activities be performed at the property related to the following areas:

1. Exterior subsurface soil/fill material and groundwater quality;
2. Geotechnical evaluation of soil characteristic.
3. Onsite isolated wetlands issues associated with property re-development; and
4. Costs associated with demolition of the onsite buildings (former church and rectory)

In July, August and September 2014, Environmental Partners performed additional assessment activities at the St. James the Great Church Property to address these areas of concern. A site locus plan is attached as Figure 1. This letter report summarizes the results of the supplemental field investigations, which were performed in accordance with Environmental Partners scope of work dated August 1, 2014.

Previous work performed at the site consists of:

- Building and Site Walkover/Sampling/Interview/Memo/Meetings
- Records Review and Database Search
- Phase 1 Report
- Wetlands Delineation
- Geophysical GPR/EM Survey
- Site Existing Conditions Survey
- Pre-Demolition Sampling for PCBs, Lead and Asbestos

## SITE DESCRIPTION

The St. James the Great Church property is a 7.85-acre property is located at 900-910 Worcester Street. The subject Property is abutted by Worcester Street to the north, Dale Street to the west, various residential properties to the south, and a commercial office property to the east. Residential and conservation property adjoins the subject Property across Worcester Street. Residential and municipal property adjoins the subject Property across Dale Street (refer to Figure 1). The northerly side of the site

is flat, and contains a large parking lot and two structures, a church and rectory, with walkways. The southerly side of the parcel is undeveloped, and includes a pooling area for drainage from the parking lot and a hillside that ascends rapidly towards the south and the cul-de-sac of Bayview Road. The site ranges in elevation from about 127 to about 167 feet, with a small isolated wetland area in the south-central area of the property.

## **SCOPE OF WORK**

This scope of work includes execution of an Exterior Due Diligence Investigation; addresses potential site potential associated with isolated onsite wetlands; and provides order of magnitude demolition costs for the church and rectory buildings and foundations. The following tasks were performed to address these areas of concern.

- Task 1: Install and Sample Soil Borings and Test Pits
- Task 2: Geotechnical Investigation
- Task 3: Groundwater Sampling and Testing
- Task 4: ANRAD Filing/Hearing
- Task 5: UST Removal/LSP Oversight
- Task 6: Solicit Contractors and Prepare Preliminary Demolition Costs

### ***Soil Borings/Monitoring Wells, Test Pits and Groundwater Sampling***

On July 23, 2014, Environmental Partners provided oversight of the drilling of three soil borings, each of which was completed as a groundwater monitoring well; and excavation of five test pits. The test pits were located based on the results of a geophysical survey of the site performed in 2012, which including a ground penetrating radar (GPR) and resistivity survey by Radar Solutions International and originally recommended further investigation of 14 locations where subsurface anomalies were identified. The geophysical survey was summarized in a report dated September 18, 2012.

The soil borings/monitoring wells were installed by Northern Drilling Company of Northborough, MA using a Geoprobe Drilling rig and continuous soil samples were collected from the ground surface to a depth of 30 feet below ground surface (bgs). Soil samples were screened in the field for total volatile organic compounds (VOCs) using a photo-ionization detector (PID) and for metals using an x-ray fluorescence analyzer (XRF). Soil samples were screened and submitted for laboratory analysis in accordance with the following protocol approved by the Town and the Roman Catholic Arch Diocese of Boston (RCAB):

- Each soil sample was inspected for the presence of ash/fill material and screened using the following instruments:
  - PID using the DEP's Jar Headspace Method
  - XRF Analyzer Thermo NITON XRF Analyzer XL3T600 (or equivalent) for Metals
- If VOC Headspace screening readings were above 10 ppm/v and/or the soils exhibit an unnatural odor, then a sample was submitted to a DEP-certified laboratory for VOC analysis (EPA Method 8260B).

- If the soils were stained/discolored or contain ash-like material, a sample was submitted to a DEP-certified laboratory for semi-volatile organic compound (SVOC) analysis (EPA Method 8270)
- If the metals concentrations detected by the XRF analyzer indicated concentrations of metals potentially above the Massachusetts Contingency Plan (MCP) 310 CMR 40.0000 Subpart P RCS-1 reportable concentrations, then the soil sample was submitted to a DEP-certified laboratory for analysis of those specific metals.

Based on the presence of wetlands south of the on-site parking lot, it is assumed that groundwater flow is towards the south-southwest. Three 2-inch diameter Schedule 40 PVC monitoring wells were installed at the site. In accordance with the scope of work, groundwater from these wells was sampled for VOCs by Method 8260B, RCRA 8 metals and PCBs. In addition, a groundwater sample from MW-2 was analyzed for SVOC by Method 8270, because SVOCs were detected in the soil sample from this boring.

On September 18 and 19, 2014 Environmental Partners provided oversight of additional test pit excavations. The test pits were selected based on additional geophysical anomalies and were excavated by the Town of Wellesley DPW. Soil sampling and screening protocol were the same as used in the first round of test pits.

#### ***Geotechnical***

A hockey rink and/or a swimming pool are being considered for construction on the site if purchased by the Town. On August 6, 2014, Environmental Partners provided oversight of the advance of one "geotechnical boring" (B-4) to a depth of 36 feet bgs and collected documentation of the geotechnical characteristics of the soils. The boring was installed using drive and wash drilling method. Blow counts were recorded and soil samples were collected every five feet (0-36 feet bgs) from split spoon samples advanced from the drill rig. One sample was submitted to ESS Laboratory for sieve analysis.

#### ***ANRAD Filing/Hearing***

Wetlands delineation and flagging was performed in 2012 and is summarized in a report dated November 23, 2012. The wetlands flags were surveyed by the Town of Wellesley in support of filing an ANRAD filing with the Wellesley Wetlands Protection Committee (WPC). Mr. Steve Ivas, with Ivas Environmental, performed the following work

- Prepare an ANRAD, which would include Transmittal Form WPA Form 4A, the description of wetlands/supporting field data, and the mapped survey of the wetland resource areas.
- File the ANRAD with the Wellesley Natural Resource Committee (NRC)/ WPC and present the ANAD for their review at a public hearing. Mr. Ivas conducted a separate site walkover with the WPC following submittal of the ANRAD but before the hearing. All site abutters were notified via certified mail and publish notice of the public hearing in the local newspaper.

#### ***UST Removal/LSP Oversight***

Mr. Wes Stinson with Environmental Partners was onsite to observe and document site conditions on behalf of the Town during the removal of the two heating oil underground storage tanks (USTs) serving the church and rectory. The USTs were removed on August 14, 2014 by Earthwork Industries hired and

managed on-site by Tetra Tech, Inc. (Tetra Tech) under contract with RCAB. Mr. John Fury with Tetra Tech, the LSP representing the RCAB, directed the tank removal, observed site conditions and screened soils using the DEP jar headspace method. The tank graves were screened/sampled in accordance with the Massachusetts Department of Environmental Protection's policy document: *Commonwealth of Massachusetts UST Closure Assessment Manual* (DEP Policy #WSC-402-96) dated April 9, 1996.

### ***Solicit Contractors and Prepare Preliminary Demolition Costs***

Environmental Partners worked with the Town to develop a preliminary demolition cost estimate for the church and rectory. This work included:

1. Compile existing site background information and preparing a scope of work to be submitted to potential demolition contractors.
2. Soliciting three contractors to provide demolition cost estimates to remove the building and foundations for the church and rectory buildings; including meeting with each contractor individually at the site to review existing conditions.
3. Review and tabulate contractor bids and prepare a brief memo to be submitted to the Town with an evaluation of the quotes.

### ***Supplemental Test Pits***

Based on the results of the test pits and soil borings installed in July 2014, a supplemental phase of test pits was conducted on September 18 and 19, 2014 to further evaluate anomalies identified in the geophysical survey. The supplemental phase of test pits was performed using the same sampling and testing procedures as the initial phase of test pits.

## **RESULTS**

### ***Install and Sample Soil Borings and Test Pits – July 23, 2014***

Three soil borings and five test pits were installed at the site as shown on Figure 2. Environmental Partners prepared detailed soil boring and test pit logs describing the lithology and evidence of soil contamination, which are included in Attachment A. Test Pit photographs are included in Attachment B.

Observed subsurface geology consists of the following:

- 3 - 6 inches below ground surface (bgs) – sandy loam soil or pavement.
- 0.5 feet bgs to between 3 and 7 feet bgs – fill material consisting of coarse sand and gravel with some medium and fine sand and silt. Evidence of urban fill is observed within this layer of material, including bottles, bricks, wire mesh, and a drum.
- A dark brown/black silty clay layer with pieces of trees and roots was observed at all test pit locations, with the top of the layer located at a depth ranging from 3 feet bgs at TP-2 to 7 feet bgs at TP-7 and ranged in thickness from 1 to greater than 3 feet thick. The layer had an organic/septic odor and is likely associated with a former low spot that has since been filled in with sand, silt, gravel and refuse.
- Beneath the dark silty clay layer the subsurface geology consists of mixed medium to coarse sand, gravel, and silty fine sand to a depth of 30 feet bgs.

Depth to water in the borings and test pits ranged from 8 – 9 feet bgs TP-6 and TP-7; to 6 – 7 feet at B-2/MW-2 and B-3/MW-3 at the northeast corner of the property; to 4 – 5.5 feet in test pits in the parking area in the central and western portions of the site (TP-1, TP-2 and TP-4) and 3.25 feet bgs at B-1/MW-1 located at the southwest corner of the paved area. The Town surveyed the monitoring wells and Environmental Partners gauged the depth to water in the three monitoring wells on August 5, 2014. Figure 3 is a groundwater flow map based on these three wells and shows groundwater flow towards the west-southwest. This water table configuration is consistent with the west-southwest end of the property being located within the 100-year flood zone and the fact that this portion of the property periodically floods.

Figure 2 shows significant observations at soil boring and test pit locations. Following is a summary of these observations:

- A crushed drum was observed at TP-2 that contained a black oily sludge material, with strong chemical/petroleum odor. Mr. Ray Johnson with TetraTech was onsite during the test pit activities and observed the condition of the drum. The oily sludge material was limited to the the drum and not observed in adjacent soils; therefore, a sample of the oily sludge was not submitted for laboratory analysis and the drum was excavated and hauled to the DPW facility in Wellesley. The soils adjacent to and beneath the area of the drum were screened with a PID, but did not exceed 10 ppm, which is the screening criteria above which samples are submitted for laboratory analysis.
- Wire mesh material, a wire cable, and bricks were observed at TP-4.
- Observations at TP-2 and TP-4 indicate urban fill at the site.
- The test pits were located based on the results of the 2012 geophysical survey, which identified resistivity and GPR anomalies (Figure 2). The presence of metal objects at these two mapped geophysical anomalies confirms that the GPR and resistivity data can be useful for identifying potential subsurface disposal areas.

In accordance with the Scope of Work, soil samples from each boring and test pit were screened in the field for total VOCs with a PID and metals using a field XRF. The field XRF results are summarized in attached Table 1. PID headspace screening results are compiled on the soil boring and test pit logs included in Attachment A.

PID readings above 10 ppm were identified in the following soil samples and as a result, samples were submitted for laboratory analysis of VOCs by EPA Method 8260B:

B2-S1	14.2 ppm
B2- S2	12.4 ppm

Discoloration and unnatural odors were observed in the following test pit soil samples

TP2-S2	Dark color and chemical odor
TP6-S4	Gray color and septic odor

These samples were submitted for laboratory analysis of VOCs and SVOCs.

The soil XRF and laboratory results were compared with the Massachusetts Contingency Plan (MCP) 310 CMR 40.0000 Subpart P RCS-1 soil reportable concentrations. RCS-1 soil reportable concentrations are applicable at the site, because the property is located within 500 feet of residential dwellings along Lexington Road. As shown in Table 1, the following soil samples had elevated levels of metals based on field XRF screening:

- B3-S1B Lead – 426 mg/kg (RCS-1 = 200 mg/kg)
- TP7-S2 Copper – 1181 mg/kg (RCS-1 = 1000 mg/kg);
- TP2-S2 Arsenic – 20 mg/kg (RCS-1 = 20 mg/kg)

Soil samples were submitted for laboratory analysis in accordance with the August 1, 2014 scope of work. The following soil samples were submitted to ESS Laboratory in Cranston, RI, a Massachusetts State Certified Laboratory, for analysis. Laboratory analytical reports are included in Attachment C.

- B3-S1B Lead
- TP7-S2 Copper
- TP2-S2 VOCs, SVOCs and Arsenic
- B2-S1 VOCs and SVOCs
- B2-S2 VOCs
- TP6-S4 VOCs and SVOCs

The following table summarizes compounds/elements detected in site soil samples above RCS-1 reportable concentrations. This table includes the field XRF and laboratory analytical results and the RCS-1 standards.

*Summary of Field XRF and Laboratory Analytical Results*

<i>Analyte</i>	<i>RCS-1 Reportable Concentration</i>	<i>Sample ID</i>	<i>XRF/Lab Results</i>
2-Methylnaphthalene	0.7	B2-S1	1.32
Acenaphthylene	1		3.54
Benzo(a)pyrene	2		5.02
Phenanthrene	10		13.9
Naphthalene	10		22.1
Lead	200	B3-S1B	426 / 291 *
Copper	1000	TP7-S2	1181 / 2900 *
Arsenic	20	TP2-S2	20 / 5.6 *

\* XRF Results/Laboratory Results

As shown above, SVOCs were detected at B2-S1 associated with a 3-inch thick layer of dark sandy material (possibly ash material), located approximately 18 inches below ground surface (bgs). The SVOCs detected, polycyclic aromatic hydrocarbons (PAHs), are commonly associated with petroleum constituents, urban fill, and ash material.

Arsenic was detected at TP2-S2 using the field XRF at the RCS-1 reportable concentration of 20 mg/kg. Laboratory analysis of this sample detected 5.6 mg/kg of arsenic, which is less than the RCS-1 value.

Lead was detected in soil sample B3-S1B located 20-34 inches bgs. Field XRF results from this sample had measured lead concentrations of 426 mg/kg and the laboratory results were 291 mg/kg. The RCS-1 reportable concentration for lead in soils is 200 mg/kg. This sample was collected from fill material. The concentrations of lead based on XRF screening in other samples from the same interval in B3 (12 - 34 inches bgs) were as follows: B3-S1A (93 mg/kg) and B3-S1C (27 mg/kg). As a screening evaluation, the average lead concentration from the interval from 12 - 36 inches bgs is 182 mg/kg, which is less than the RCS-1 reportable concentration of 200 mg/kg, suggesting that these lead concentrations do not pose a significant risk.

Copper was detected in soil sample TP7-S2 from a depth of 4-6 feet bgs. Field XRF (1181 mg/kg) and laboratory confirmation test results (2900 mg/kg) were both above the RCS-1 standard for copper of 1,000 mg/kg. A Coke bottle was present at TP-7 from a depth between 1-4 feet bgs, indicating historic urban fill in the vicinity of at TP-7. Additional samples within this interval were not analyzed for metals. Samples from the intervals above and below were non-detect for metals using the XRF. Additional soil samples were collected from this interval in the supplemental round of test pits (see below) to evaluate the nature and extent of copper in soils.

The detections of lead and copper above RCS-1 reportable concentrations at a single location at the site indicate that these metals are present in isolated occurrences and are not indicative of a site wide metals issue. Both samples were collected from fill material.

#### ***Supplemental Test Pit Results – September 18 and 19, 2014***

A total of eight supplemental test pits (shown on Figure 2) were excavated to evaluate additional anomalies identified on the geophysical survey. Figure 2 also summarizes significant observations at the test pit locations. Following is a summary of these observations:

- A crushed drum and wire cable was observed at TP2-1. The drum contained sludge like material with a slight chemical odor. A sample of the oily sludge was not analyzed at the laboratory. The drum and wire cable were excavated and stored onsite.
- Observations at TP2-1, TP2-4, TP2-5, and TP2-8 indicate disposal of urban fill at the site, including wire, cable, metal weights, wood waste, bricks etc.
- The presence of metal objects at four of these mapped geophysical anomalies further confirms that the GPR and resistivity data can be useful for identifying potential subsurface disposal areas.

A three-inch thick layer of ash material was observed in a split spoon samples from B-2/MW-2 at a depth of approximately 18 inches bgs. A series of shallow pits were excavated to the north, south, east and west of B-2, to a depth of approximately 3 feet bgs to evaluate the vertical and lateral extent of this ash layer. No ash material was observed in any of the areas excavated, indicating that the ash material is only located in the immediate vicinity of boring B-2/MW-2. It's possible that the layer was a crushed up piece of asphalt. Because this ash layer could not be located in any of the additional test pits areas, no further assessment or remedial activities are required.

During the initial round of test pits, copper was measured in a soil sample from TP-7 at a concentration of 2900 mg/Kg from a depth of 4 to 6 feet bgs. An offset test pit to TP-7 was excavated to a depth of six

feet bgs, to evaluate the extent of copper in the soils above the RCS-1 standard of 1,000 mg/Kg. Soil samples from a depth of 4 and 5 feet bgs were analyzed in the field with the XRF and copper was below instrument detection limits in both samples. The XRF resolution for these two samples was  $\pm 31$  and  $\pm 33$  mg/Kg respectively. The XRF resolution value was used to calculate a conservative average copper concentration in the area of TP-7 from a depth of 4 to 6 feet bgs. The calculated average copper concentration in the area of TP-7 is 988 mg/Kg which is below the RCS-1 concentration of 1,000 mg/Kg. Environmental Partners does not recommend additional assessment or remediation activities in this area.

### ***Groundwater Results***

The applicable reportable concentration for groundwater at the site is RCGW-1 because the site is located in an area designated as a medium yield aquifer.

Groundwater samples were collected on August 5, 2014 from monitoring wells MW-1, MW-2 and MW-3 and analyzed for VOCs and RCRA 8 Metals. In addition, groundwater from MW-2 was also analyzed for SVOCs, because soil sample laboratory results from this location indicated the presence of SVOC compounds (PAHs) in soil. All groundwater samples were collected with a dedicated bailer using conventional purging and sampling methods. On August 20, 2014 wells MW-1, MW-2 and MW-3 were sampled for PCBs and well MW-2 was resampled for SVOCs using low flow purge and sampling techniques to reduce sample turbidity. Groundwater samples were submitted to ESS Laboratory for analyses and analytical reports are included in Attachment C.

VOCs and PCBs were below method detection limits in all three wells. Groundwater samples for filtered metals were below the RCGW-1 reportable concentrations for all RCRA 8 metals (arsenic, barium, cadmium, chromium, mercury, lead, selenium, and silver). Concentrations of lead were detected in the total metals samples at all three locations above the RCGW-1 standard of 200  $\mu\text{g/L}$ ; however the detections of lead in the total metals samples are likely associated with suspended sediment in the sample and not dissolved in groundwater.

PAHs were detected at monitoring well MW-2 above RCGW-1 reportable concentrations, including benzo(a)anthracene, benzo(a)pyrene, and indeno(1,2,3-cd)pyrene. These compounds were also detected in the soil sample from B-2. This well was resampled on August 21, 2014 using low flow purge and sampling protocols and all SVOC compounds were below method detection limits; suggesting that the PAHs detected in earlier groundwater sample were associated with suspended sediment in the sample and not dissolved in groundwater.

### ***Geotechnical Results***

On August 6, 2014 Northern Drilling Services installed one geotechnical boring at the southeast corner of the property as shown on Figure 2. The lithology in the geotechnical boring is summarized below.

*Summary of Geotechnical Result and Subsurface Lithology*

<i>Depth (feet)</i>	<i>Blow Counts</i>	<i>Description</i>
0 – 2	1-3-8-6	TOP SOIL and LOAM – tan fine sand
4 – 6	4-3-5-9	Coarse SAND, with some medium to fine silty sand
9 – 11	4-5-4-5 4-3-4-6	Coarse SAND and GRAVEL with some silt
14 – 16	4-4-4-5	Coarse SAND with some silt
19 – 21 24 – 26	4-4-4-6 4-3-3-5	Coarse SAND and GRAVEL with some silt
29 – 31	4-3-3-5	Medium SAND with some gravel
34 – 36	5-6-8-9	Fine to medium SAND

As shown above, subsurface geology consists primarily of unconsolidated sand with some gravel. Blow counts indicate soft material that is easily excavated. Average blow counts in B-3 are 8 blows/foot; indicating an approximate allowable bearing pressure of 1 ton per square foot (TSF) at this location.

Dewatering will likely be required during construction. Some soil amendment may be required for development; however, additional subsurface data will be required based on the final building structure and location.

A composite sample from 9 - 16 feet was submitted to ESS Laboratory for standard sieve analysis. The sieve analysis reported is included in Attachment C. Sieve analyses indicate that the material consist of 33.1% gravel, 64% sand and 2.9% fines.

***ANRAD Filing/Hearing***

The site includes one locally-jurisdictional Isolated Vegetated Wetland (IVW), and a Commonwealth jurisdictional Bordering Land Subject to Flooding (BLSF). There are other wetland resources that are just outside their respective jurisdictional distances from the subject site. These include two reaches of a Perennial Stream, Boulder Brook (s lightly more than 200 feet) and two Bordering Vegetated Wetlands (BVWs) on the north side of Worcester Street. These two BVWs are just over 100 feet north of the site, across the Worcester Street (Route 9) State Highway Layout.

Mr. Steve Ivas prepared an ANRAD package for St. James the Great Church property at 900 Worcester Street, which is included as Attachment D. This ANRAD included the following items:

- Cover letter,
- WPA Form 4A,
- ANRAD Wetland Fee Transmittal Form,
- ANRAD Filing Fee Statement,
- Update of the 2012 Letter Report for site based on recent topographic survey,
- Presentation of USGS StreamStats data and watershed figure,
- Abutters list and notification to abutters,

- Site plan by the Town of Wellesley, and
- Processing ANRAD packages and greencards (42 count).

Seven copies of the ANRAD were submitted to Town of Wellesley Wetlands Protection Committee/Natural Resources Commission on July 23, 2014 and the plan was reviewed with NRC Director J. Bowser.

The wetland resource delineation flags at the isolated wetland on subject site from 2012 were replaced where needed prior to meeting with the WPC. On August 4, 2014, Mr. Ivas met with three representatives of the Town of Wellesley WPC at the 900 Worcester Street site, (R. Collins, C. Siple, and J. S. Waugh) and with Town Engineer D. Hickey to review the Isolated Wetland on site.

The ANRAD was presented to the WPC in Public Hearing on August 7, 2013. The WPC closed the ANRAD Public Hearing and stated that they will issue an ORAD with no changes to the flag locations and no peer review required.

### ***UST Removal and Oversight***

Mr. Wes Stinson with Environmental Partners was onsite to oversee the excavation and removal of two USTs on the property, a 2000 gallon fuel oil UST that serviced the church and a 500-gallon fuel oil UST that serviced the rectory. The scope of work and results of the UST removal activities are summarized in a report by Tetra Tech *Underground Storage Tank Closure Report 900-910 Worcester Street, Wellesley, Massachusetts* and dated September 19, 2014, a copy of which is included in Attachment E. A summary of these activities and results are provided below.

Mr. John Fury with Tetra Tech used a MiniRae PID with 10.6 eV lamp (calibrated with isobutylene to report to benzene) to perform jar headspace analysis on soil samples from the tank appurtenances and grave. The following table summarizes the total VOC PID headspace screening results performed by Tetra Tech.

*Summary of UST Screening and Sampling Results*

<b><i>Tank</i></b>	<b><i>Location</i></b>	<b><i>PID Reading (ppm)</i></b>	<b><i>Laboratory Samples</i></b>
2000-gallon UST near Church	Building Wall below fuel return	ND	No
	Y fitting adjacent to tank	ND	No
	North Sidewall – 8 feet	6.0	No
	North Sidewall – 8.5 feet	92.2	Yes
	Composite 4 sidewalls and bottom	2.2	Yes
500-gallon UST near Rectory	Composite 4 sidewalls and bottom	0.0	Yes

VOC PID hits were detected along the north sidewall of the 2000-gallon UST and TetraTech submitted two samples for laboratory analysis. TetraTech also submitted one composite sample from the 500-gallon UST for laboratory analysis. All laboratory samples were analyzed for extractable petroleum

hydrocarbons (EPH) with PAHs and volatile petroleum hydrocarbons (VPH) with petroleum target volatile organic compounds. EPH and VPH compounds were detected from the 2000-gallon UST excavation and trace concentrations of one EPH range (C19-C36 Aliphatic) compound was detected from the 500-gallon UST excavation. All compounds detected were below RCS-1 reportable concentrations. Tetra Tech concluded that no further assessment or remedial activities related to the two USTs are warranted.

### ***Solicit Contractors and Prepare Preliminary Demolition Costs***

Environmental Partners solicited preliminary cost estimates from three demolition contractors, NASDI LLC, S&R Corporation, and Charter Environmental. Existing background information provided to these contractors consisted of the following information:

- Summary of Work.
- Building Inspection Report dated November 2013.
- Site Plan showing entire parcel.
- ESA Report dated August, 2012.

A site walkover was conducted by Environmental Partners on Tuesday August 12, 2014. Each Contractor had an allocated time slot of approximately 1 hour to walk the church and rectory buildings. Mr. Paul Morin with RCAB was on site all day assisting with building access. The demolition contractors toured both buildings, collected photographs, and collected rough measurements to help with their budgetary numbers.

Budgetary estimates were provided to Environmental Partners by all three Contractors by Friday August 15, 2014. Environmental Partners reviewed and tabulated the budgetary estimates and prepared a letter report summarizing the demolition costs, a copy of which is included in Attachment F. A tabulated summary of the budget quotes are provided below.

#### *Summary of Demolition Costs*

<i>Item</i>	<i>NASDI</i>	<i>Charter Environmental</i>	<i>S&amp;R Corporation</i>
Abatement	\$318,500.00	\$400,000.00	\$480,000.00
Demolition & disposal	\$302,900.00	\$570,000.00	325,000.00
Erosion Controls	-	-	\$6,000.00
Backfill Foundation to Finish Grade	\$117,500	-	
Temporary Security Fence	-	-	\$17,500.00
<b>Total</b>	<b>\$738,900.00</b>	<b>\$970,000.00*</b>	<b>\$828,500.00</b>

Note: Charter has provided a lower price of \$890,000.00 and an upset limit of \$970,000.00. EPG used the upset price in this table.

It is our understanding that the Town is developing a preliminary demolition budget estimate as part of the due diligence phase of this project. It should be noted that the purpose of these budgetary estimates is to provide the Town with a general guideline in support of this due diligence process, and detailed plans

and specifications for demolition and asbestos abatement must be prepared, and a formal bid process must be implemented before entering into a building demolition contract. The extent of the abatement work at this time is not fully known until demolition and abatement work is well underway, therefore, Environmental Partners recommends that the Town carry an additional 25% budget contingency to the highest budget price and additional budget for engineering services.

## **CONCLUSIONS AND RECOMMENDATIONS**

The St. James the Great Church property is a 7.85-acre property is located at 900-910 Worcester Street. The northerly side of the site is flat, and contains a large parking lot and two structures, a church and rectory, with walkways. The southerly side of the parcel is undeveloped, and includes a pooling area for drainage from the parking lot and a hillside that ascends rapidly towards the south and the cul-de-sac of Bayview Road. The site ranges in elevation from about 127 to about 167 feet, with a small isolated wetland area in the south-central area of the property.

Environmental Partners performed a Phase I ESA of the St. James the Great Church property in 2012, in support of a potential property transaction. The ESA recommended that additional assessment activities be performed at the property related to the following areas:

1. Exterior subsurface soil/fill material and groundwater quality;
2. Onsite isolated wetlands issues associated with property re-development; and
3. Costs associated with demolition of the onsite buildings (former church and rectory)

This assessment addressed these additional areas of concern. Conclusions and recommendations for each of these areas are presented below.

### ***Exterior Due Diligence***

Three soil borings/monitoring well and five test pits were installed at the St. James the Great Church property to evaluate subsurface conditions at the site and identify potential areas of environmental concern.

1. *Conclusion:* Soil borings and test pits were installed at the site to identify areas of potential environmental concern. The test pits were located based on geophysical anomalies identified during the initial Phase I ESA. A crushed drum with oily sludge was found at TP-2 and TP2-1 and wire mesh and brick material was found in TP-4, suggesting that historic disposal of urban fill has occurred at the site. The test pits were located based on geophysical anomalies. The presence metal debris at TP-2, TP-4, TP2-1, TP2-4, TP2-5, and TP2-8 indicates that the GPR and resistivity surveys have the potential to identify areas of urban fill and potential areas of environmental concern. Other geophysical anomalies were identified in the Phase I ESA, but only a limited number of anomalies were evaluated with test pits under this scope of work.

In summary, the shallow site soils between depths of 1 to 6 feet bgs appear to contain elements of urban fill in random locations. These materials will likely require off-site disposal as part of any demolition or reuse plan.

*Recommendation:* A contingency should be carried in any re-development budget to allow for off-site disposal of urban fill.

2. *Conclusion:* A gray/black sandy layer, possibly ash material, was observed at B-2/MW-2 at a depth of approximately 18 inches bgs. PAH compounds were detected in this soil sample above applicable MCP the reportable concentrations. Additional supplemental excavation was performed in the vicinity of B-2 to evaluate the extent of ash material; however, ash material was not encountered in any of the test pits indicating that the PAHs in soils is limited to the immediate vicinity of B-2 and may be related to a buried and crushed piece of asphalt associated with the former church.

*Recommendation:* No additional assessment or remedial activities are recommended for this area.

3. *Conclusion:* Lead and copper were detected in soils above applicable RCS-1 reportable concentrations at locations B-3 and TP-7, respectively. These were isolated detections, suggesting that metals in soil are not a widespread issue at the site. An offset test pit was excavated adjacent to TP-7 to evaluate the extent of copper in the fill material. Copper was not detected in soil samples collected from the same interval as TP-7. The average lead and copper concentrations in the fill material at B-3 and TP-7, respectively, are below the RCS-1 standards.

*Recommendation:* No additional assessment or remedial activities are recommended for this area.

4. *Conclusion:* A geotechnical boring was installed at the southeast corner of the property. Blow counts averaged 8 blows/foot; indicating an estimated allowable bearing capacity of 1 TSF at this location. Possible soil amendment may be required for property development.

*Recommendation:* Additional subsurface data will likely be required for development, depending upon the structure and location.

5. *Conclusion:* Groundwater was sampled for VOCs, PCBs, RCRA 8 metals, and SVOCs (MW-2 only). VOCs and PCBs were not detected above method detection limits at all locations. Groundwater samples were turbid. RCRA 8 metals were below method detection limits at all locations in the filtered metals samples. Concentrations of lead were detected in the total metals samples; however the detections of lead in the total metals sample is likely associated with sample turbidity and not dissolved in groundwater. PAHs were detected at MW-2 above reportable concentrations; however, the same compounds were also detected in the soil sample from B-2. This well was resampled using low flow purge and sampling protocols and all SVOC compounds were below method detection limits; suggesting that the PAHs detected in earlier groundwater sample were associated with suspended sediment in the sample and not dissolved in groundwater.

*Recommendation:* No additional work is recommended at this time with respect to groundwater quality.

6. *Conclusion:* Two fuel oil USTs (a 2,000-gallon and a 500-gallon) were removed from the site by Earthwork Industries under the supervision of TetraTech. PID screening of soils for VOCs were non detect for the 500-gallon UST that serviced the rectory. VOC PID hits (maximum 92.2 ppm) were measured along the north sidewall of the 2,000-gallon UST that serviced the church. Two soil samples from the 2,000-gallon UST and one sample from the 500-gallon UST were submitted for laboratory confirmation analysis of EPH with PAHs and VPH with VOCs. The

concentrations of petroleum compounds detected in soils were below RCS-1 reportable concentrations.

*Recommendation:* No additional work is recommended in the vicinity of the former fuel oil USTs.

### ***Onsite Wetlands***

*Conclusion:* The site includes one locally-jurisdictional IVW, and a Commonwealth jurisdictional BLSF. An ANRAD package was prepared and submitted for the St. James the Great Church property. The wetland resource delineation flagging at the IVW and BLSF were reviewed by the Wellesley WPC on August 4, 2014. The ANRAD was presented to the WPC in Public Hearing on August 7, 2013. The WPC closed the ANRAD Public Hearing and stated that they will issue an ORAD with no changes to the flag locations and no peer review required.

*Recommendations:* No additional work is recommended for the onsite wetlands. Any site development plans will require consideration of the jurisdictional wetlands identified.

### ***Preliminary Demolition Costs***

*Conclusions:* Preliminary demolition budget estimates were solicited from three contractors as part of this due diligence. The purpose of these budgetary estimates is to provide the Town with a general guideline in support of this due diligence process. Environmental Partners compiled existing site background information and a summary of work description for demolition of the onsite church and rectory buildings and the documents were emailed to the following three demolition contractors: NASDI LLC, S&R Corporation, and Charter Environmental. Preliminary demolition cost estimates from these three contractors ranged from \$738,900 to \$970,000.

*Recommendations:* Detailed plans and specifications for demolition and asbestos abatement must be prepared, and a formal bid process must be implemented before entering into a building demolition contract. The extent of the abatement work at this time is not fully known until demolition and abatement work is well underway, therefore Environmental Partners recommends that the Town carries an additional 25% budget contingency to the highest budget price and additional budget for engineering services

### ***LIMITATIONS***

The report is based upon application of scientific principles and professional judgment to certain facts with resultant subjective interpretations. Professional judgments expressed herein are based on the facts currently available within the limits of the existing data, scope of work, budget and schedule. To the extent that the client desires more definitive conclusions than are warranted by the currently available facts, it is Environmental Partners Group, Inc. specific intent that the conclusions and recommendations stated herein provide guidance and not necessarily a firm course of action except where explicitly stated. EPG makes no warranties, expressed or implied, including, without limitation, any warranties as to merchantability or fitness for a particular purpose.

Mr. David Hickey, P.E.  
September 30, 2014

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We appreciate the opportunity to work with the Town on this project. If you have any questions or need additional information regarding this report, please feel free to e-mail or call either Paul Gabriel at (617) 657-0250 / [pfg@envpartners.com](mailto:pfg@envpartners.com) or Ann Marie Petricca at (617) 657-0299 / [amp@envpartners.com](mailto:amp@envpartners.com).

Very truly yours,  
ENVIRONMENTAL PARTNERS GROUP, INC.



Paul F. Gabriel, P.E. LSP  
*Principal*



Ann Marie Petricca, C.P.G.  
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Attachments: Figures 1 – 4  
Table 1

Attachment A – Soil Boring and Test Pit Logs

Attachment B – Test Pit and UST Photographs

Attachment C – Laboratory Analytical Reports

Attachment D – ANRAD Filing, dated July 21, 2014

Attachment E – Underground Storage Tank Closure Report

Attachment F – Demolition Cost Summary Letter Report, dated August 15, 2014

*Permanent Solution  
Statement  
900 Worcester Street Property  
Wellesley, MA*

*Prepared for:  
Town of Wellesley*



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**November 16, 2015**

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Appendix A	BWSC104 Permanent and Temporary Solution Statement
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Appendix B	Boring and Test Pit Logs
Appendix C	Laboratory Analytical Reports

# 1 INTRODUCTION

Environmental Partners Group, Inc. (Environmental Partners) has prepared this Permanent Solution Statement (PSS) on behalf of the Town of Wellesley in order to comply with the requirements of the Massachusetts Contingency Plan (MCP), 310 CMR 40.0424 for the 900 Worcester Street property (herein referred to as the “Site”) in Wellesley, Massachusetts. This report describes the response actions that have been completed and presents the data that supports the “No Significant Risk” determination and the filing of a Permanent Solution Statement. A copy of the BWSC104 Permanent and Temporary Solution Statement is included in Appendix A. A copy of the notification letter to the Chief Municipal Officer and Wellesley Board of Health is included in Appendix B.

## 1.1 Property Description and Surrounding Receptors

The Site consists of approximately 8 acres located at 900-910 Worcester Street in Wellesley, Massachusetts. The Site is abutted by Worcester Street to the north, beyond which are residential and conservation property; Dale Street to the west, beyond which are residential and municipal properties; various residential properties to the south; and a commercial office property to the east.

A Site Locus, Figure 1-1, depicts the general location of the Site with coordinates of Latitude N 42° 18' 17.64" and Longitude W 71° 19' 5.16". According to the Bureau of Waste Site Cleanup (BWSC) site scoring map, presented as Figure 1-2, the Site lies within a FEMA 100 year flood plain, medium yield aquifer, and freshwater wetlands areas. The Site is also located within 0.5 miles of certified and potential vernal pools to the southeast and northwest, Zone II Wellhead Protection Area (WPA) to the southeast, and community groundwater wells to the southeast. In addition, Morses Pond is located to the southwest of the property.

## 1.2 Site Description

The northerly side of the property is flat, and contains a large parking lot and two structures, a former church and rectory, with walkways. The church and rectory are scheduled for demolition in Fall 2015. The southerly side of the parcel is undeveloped, and includes a low-lying area for drainage from the parking lot and a hillside that ascends rapidly towards the south and the cul-de-sac of Bayview Road. The developed portion of the site is situated at an elevation of approximately 124 feet above sea level. In general, the site is at a slightly higher elevation than Worcester Street and slopes to the south and away

from Worcester Street. The site drops steeply along the south side to a small isolated wetland area in the south-central area of the property. The property is owned by the Town of Wellesley.

### **1.3 Potentially Responsible Parties Conducting Response Actions**

Responsible Party: Town of Wellesley  
20 Municipal Way  
Wellesley, MA 02481  
Telephone: (781) 235-7600  
Contact: Mr. David Hickey  
Town Engineer

Licensed Site Professional: Mr. Paul F. Gabriel, P.E., LSP  
LSP Registration Number: 9244  
Environmental Partners Group, Inc.  
1900 Crown Colony Drive, Suite 402  
Quincy, MA 02169  
Telephone: (617) 657-0200

## **2 RELEASE HISTORY AND CONCEPTUAL SITE MODEL**

### **2.1 Release History**

Three soil borings were conducted along with five test pits at the Site on July 23, 2014. These were performed during the Phase II Investigation, in support of a potential purchase of the Site. During these assessment activities, a concentration of lead was detected above the RCS-1 reportable concentration at boring location B-3 (20-34 inches bgs). Boring B-3 is located to the southwest of the rectory, at the corner of the lawn area as shown in Figure 2-1. RCS-1 soil reportable concentrations are applicable at the Site, because the Site is located within 500 feet of residential dwellings along Lexington Road to the north.

As a result of the lead concentration above RCS-1, a Release Notification Form was submitted to the DEP on November 24, 2014 and was assigned a Release Tracking Number (RTN) 3-0032556.

### **2.2 Conceptual Site Model**

Results of the Phase II Investigation indicate that the detection of lead above the RCS-1 reportable concentrations at location B-3 is an isolated occurrence and that lead in soil is not detected above RCS-1 Reportable Concentrations in other areas of the Site. Lead concentrations were not detected above RCS-1 standards at any other boring or test pit location (3 borings and 13 test pits). At location B-3, lead concentrations above RCS-1 were only detected between 20-34 inches below ground surface. The average concentration between 12-36 inches at this location was 137 mg/kg, which is below the RCS-1 standards. A layer of Historic Fill material as defined in 310 CMR 40.0006 is present from between 0.5 to 7 feet bgs as discussed in Section 2.4.1.

### **2.3 Phase II Investigation**

#### **2.3.1 Introduction**

Environmental Partners performed a Phase I ESA of the Site located at 900 Worcester Street in Wellesley, MA in 2012. As part of the Phase I ESA, a geophysical survey was performed by Radar Solutions International (Radar Solutions) to evaluate subsurface conditions in the open areas around the church buildings. The geophysical survey included a ground penetrating radar (GPR) and resistivity survey. Radar Solutions recommended further investigation of 14 locations where subsurface anomalies were identified. These anomalies were identified in the parking lot area on the west and south sides of the

property, as well as in grassy and paved areas to the north and east of the church building. The Phase I ESA recommended that additional assessment activities be performed at the property including exterior subsurface soil/fill material and groundwater quality.

In July and August 2014, Environmental Partners performed additional assessment activities at the Site to address these areas of concern.

The following tasks were performed to address the areas of concern discovered during the Phase I ESA:

- Install and Sample 3 Soil Borings and 12 Test Pits
- Geotechnical Investigation (1 Boring Location)
- Groundwater Sampling and Testing

### **2.3.2 Soil Boring/Monitoring Wells, Test Pits and Groundwater Sampling**

On July 23, 2014, Environmental Partners provided oversight of the drilling of three soil borings, each of which was completed as a groundwater monitoring well; and excavation of five test pits. The test pits were located based on the results of a geophysical survey of the site performed in 2012.

The soil borings/monitoring wells were installed to evaluate conditions on the upgradient and downgradient areas of the property. The soil borings/monitoring wells were installed by Northern Drilling Company of Northborough, MA using a Geoprobe Drilling rig and continuous soil samples were collected from the ground surface to a depth of 20 feet below ground surface (bgs). Soil samples were screened in the field for total volatile organic compounds (VOCs) using a photo-ionization detector (PID) and analyzed for metals using a handheld Innov X Delta x-ray fluorescence analyzer (XRF) analyzer. This work was performed under an ASTM Phase I and supplementary Phase II scope of work, which was agreed upon by the seller. Soil samples were submitted for laboratory analysis in accordance with the following protocol.

- Each soil sample was inspected for the presence of ash/fill material and screened using the following instruments:
  - PID using the DEP's Jar Headspace Method
  - Handheld XRF Analyzer for Metals
- If VOC Headspace screening readings were above 10 ppm/v and/or the soils exhibit an unnatural odor, then a sample was submitted to a DEP-certified laboratory for VOC analysis (EPA Method 8260B).

- If the soils were stained/discolored or contain ash-like material, a sample was submitted to a DEP-certified laboratory for semi-volatile organic compound (SVOC) analysis (EPA Method 8270)
- If the metals concentrations detected by the XRF analyzer indicated concentrations of metals above the MCP 310 CMR 40.0000 Subpart P RCS-1 reportable concentrations, then the soil sample was submitted to a DEP-certified laboratory for analysis of those specific metals.

Based on the presence of wetlands south of the on-site parking lot, it is assumed that groundwater flow is towards the west-southwest. Three 2-inch diameter Schedule 40 PVC monitoring wells were installed at the site. Groundwater from these wells was sampled for VOCs by Method 8260B, RCRA 8 metals and PCBs. In addition, a groundwater sample from MW-2 was analyzed for SVOC by Method 8270, because SVOCs were detected in a soil sample from this boring.

Based on the results of the initial test pits, soil borings and monitoring well sampling, a second round of test pits were excavated on September 18, 2014.

## **2.4 Phase II Investigation Results**

### **2.4.1 Soil Borings and Test Pits**

The three soil borings and initial five test pits were installed at the site in July 2014, as shown on Figure 2-1. Environmental Partners prepared detailed soil boring and test pit logs describing the lithology and evidence of soil contamination, which are included in Appendix C.

Observed subsurface geology consists of the following:

- 3 - 6 inches below ground surface (bgs) – sandy loam soil or pavement.
- 0.5 feet bgs to between 3 and 7 feet bgs – fill material consisting of coarse sand and gravel with some medium and fine sand and silt. Evidence of urban historic disposal/fill is observed within this layer of material, including bottles, bricks, wire mesh, and a drum.
- A dark brown/black silty clay layer with pieces of trees and roots was observed at all test pit locations, with the top of the layer located at a depth ranging from 3 feet bgs at TP-2 to 7 feet bgs at TP-7 and ranged in thickness from 1 to greater than 3 feet thick. The layer had an organic/septic odor and is likely associated with a former low spot that has since been filled in with sand, silt, gravel and refuse.
- Beneath the dark silty clay layer the subsurface geology consists of mixed medium to coarse sand, gravel, and silty fine sand to a depth of 30 feet bgs.

As summarized below, the fill material identified between 0.5 to 7 feet bgs is considered to be Historic Fill as defined in 310 CMR 40.0006.

- a) Historic aerial photographs indicate that the fill material was emplaced prior to construction of the church in 1946.
- b) The fill material is composed primarily of construction debris and other solid waste and reworked soils.
- c) The fill material does not contain oil or hazardous materials originating from operations or activities at the location of the emplacement;
- d) The fill material is not and does not contain a generated hazardous waste;
- e) The fill material does not contain chemical production waste, manufacturing waste, or waste from processing of metal or mineral ores, residues, slag or tailings; and
- f) The fill material does not contain waste material disposed in a municipal solid waste dump, burning dump, landfill, waste lagoon or other waste disposal location.

Depth to water in the borings and test pits ranged from 8 – 9 feet bgs at TP-6 and TP-7; to 6 – 7 feet at B-2/MW-2 and B-3/MW-3 at the northeast corner of the property; to 4 – 5.5 feet in test pits in the parking area in the central and western portions of the site (TP-1, TP-2 and TP-4) and 3.25 feet bgs at B-1/MW-1 located at the southwest corner of the paved area. The Town surveyed the monitoring wells and Environmental Partners gauged the depth to water in the three monitoring wells on August 5, 2014. Figure 2-2 is a groundwater flow map based on these three wells and shows groundwater flow towards the west-southwest. This water table configuration is consistent with the west-southwest corner of the property being located within the 100-year flood zone and the fact that this portion of the property periodically floods.

In accordance with the Scope of Work, soil samples from each boring and test pit were screened in the field for total VOCs with a PID and analyzed for metals using a handheld XRF analyzer. The XRF results are summarized in attached Table 2-1. PID headspace screening results are compiled on the soil boring and test pit logs included in Appendix C.

PID readings above 10 ppm were identified in the following soil samples and as a result, samples were submitted for laboratory analysis of VOCs by EPA Method 8260B:

- B2-S1            14.2 ppm
- B2- S2           12.4 ppm

Discoloration and unnatural odors were observed in the following test pit soil samples

- TP2-S2 Dark color and chemical odor
- TP6-S4 Gray color and septic odor

These samples were submitted for laboratory analysis of VOCs and SVOCs.

The soil XRF and laboratory results were compared with the RCS-1 soil reportable concentrations, because the property is located within 500 feet of residential dwellings along Lexington Road. As shown in Table 2-1, the following soil samples had elevated levels of metals based on handheld XRF analyses:

- B3-S1B Lead – 426 mg/kg (RCS-1 = 200 mg/kg)
- TP7-S2 Copper – 1181 mg/kg (RCS-1 = 1000 mg/kg);
- TP2-S2 Arsenic – 20 mg/kg (RCS-1 = 20 mg/kg)

Soil samples were submitted for laboratory analysis in accordance with the August 1, 2014 scope of work. The following soil samples were submitted to ESS Laboratory in Cranston, RI, a Massachusetts State Certified Laboratory, for analysis. Laboratory analytical reports are included in Appendix D.

- B3-S1B Lead
- TP7-S2 Copper
- TP2-S2 VOCs, SVOCs and Arsenic
- B2-S1 VOCs and SVOCs
- B2-S2 VOCs
- TP6-S4 VOCs and SVOCs

The following Table 2-2 summarizes compounds/elements detected in site soil samples above RCS-1 reportable concentrations. This table includes the handheld XRF and laboratory analytical results and the RCS-1 standards.

Table 2-2. Summary of Handheld XRF and Laboratory Analytical Results

<i>Analyte</i>	<i>RCS-1 Reportable Concentration</i>	<i>Sample ID</i>	<i>Sample Depth (feet bgs)</i>	<i>XRF Results</i>	<i>Lab Results</i>
2-Methylnaphthalene	0.7	B2-S1	0-3'	nt	1.32
Acenaphthylene	1			nt	3.54
Benzo(a)pyrene	2			nt	5.02
Phenanthrene	10			nt	13.9
Naphthalene	10			nt	22.1
Lead	200	B3-S1B	2-3'	426	291
Copper	1000	TP7-S2	4-6'	1181	2900
Arsenic	20	TP2-S2	2.5-3'	20	5.6

All results in mg/Kg  
nt = not tested

As shown above, SVOCs were detected at B2-S1 associated with a 3-inch thick layer of dark sandy material (possibly asphalt or ash material), located approximately 18 inches below ground surface (bgs). The SVOCs detected, polycyclic aromatic hydrocarbons (PAHs) are commonly associated with asphalt, petroleum constituents, urban fill, and ash material.

Arsenic was detected at TP2-S2 using the handheld XRF at the RCS-1 reportable concentration of 20 mg/kg. Confirmatory laboratory analysis of this sample detected 5.6 mg/Kg of arsenic, which is less than the RCS-1 value.

Lead was detected in soil sample B3-S1B located 20-34 inches bgs. Handheld XRF results from this sample had measured lead concentrations of 426 mg/kg and the laboratory results were 291 mg/kg. The RCS-1 reportable concentration for lead in soils is 200 mg/kg. This sample was collected from fill material within the former wetland area. The concentrations of lead based on XRF analyses in other samples from the same interval in B3 (12 - 34 inches bgs) were as follows: B3-S1A (93 mg/Kg at 12-20 inches bgs) and B3-S1C (27 mg/Kg at 27-34 inches bgs). As a site screening evaluation, the average lead concentration from the interval from 12 - 36 inches bgs is 137 mg/Kg, which is less than the RCS-1 Reportable Concentration of 200 mg/kg, suggesting that these lead concentrations do not pose a significant risk.

Copper was detected in soil sample TP7-S2 from a depth of 4-6 feet bgs. Handheld XRF (1181 mg/kg) and laboratory confirmation test results (2900 mg/kg) were both above the RCS-1 standard for copper of 1,000 mg/kg. A Coke bottle was present at TP-7 from a depth between 1-4 feet bgs, indicating historic urban fill in this area. Additional samples within this interval were not analyzed for metals. Samples from the intervals above and below were non-detect for metals using the handheld XRF.

The detections of lead and copper above RCS-1 reportable concentrations at a single location at the site indicate that these metals are present in isolated occurrences and not indicative of a site wide metals issue. Both samples were collected from fill material.

#### **2.4.2 Supplemental Test Pits**

A second round of test pits was excavated in September 2014, to further evaluate some of the areas of concern identified during the July 2014 test pits and soil borings. Additional test pits were also excavated to evaluate some geophysical anomalies not evaluated in July 2014. A total of eight additional test pits were excavated.

A three-inch thick layer of ash or crushed asphalt material was observed in the Geoprobe sample from B-2/MW-2 at a depth of approximately 18 inches bgs. A series of shallow pits were excavated to the north, south, east and west of B-2, to a depth of approximately 3 feet bgs to evaluate the vertical and lateral extent of this ash layer. No ash or asphalt material was observed in any of the areas excavated, indicating that the ash material is only located in the immediate vicinity of boring B-2/MW-2. It's possible that the layer was a crushed up piece of asphalt. Because this ash/asphalt layer could not be located in any of the additional test pits areas, no further assessment or remedial activities were required.

During the initial round of test pits, copper was measured in a soil sample from TP-7 at a concentration of 2900 mg/Kg from a depth of 4 to 6 feet bgs. TP-7 was backfilled after excavation and sampling and, therefore, additional test pits and sampling could not be performed at the same location. An offset test pit to TP-7 was excavated to a depth of six feet bgs, TP-2-7 as shown on Figure 2-1, to evaluate the extent of copper in the soils above the RCS-1 standard of 1,000 mg/Kg. Soil samples from depths of 4 feet and 5 feet bgs were analyzed in the field with the XRF and copper was below instrument detection limits in both samples. The XRF resolution for these two samples was  $\pm 31$  and  $\pm 33$  mg/Kg respectively. These results indicate that the detection of copper was an isolated point and could not be reproduced. The XRF resolution value was used to calculate a conservative average copper concentration in the area of TP-7 from a depth of 4 to 6 feet bgs. The calculated average copper concentration in the area of TP-7 is 988 mg/Kg which is below the RCS-1 concentration of 1,000 mg/Kg. Based on these concentrations, the detection of copper did not require notification to DEP and no further assessment or remedial activities were required.

The second phase of test pits that were excavated to evaluate additional geophysical anomalies (TP-2-1, TP-2-2, TP-2-3, TP-2-4, TP-2-5, and TP-2-6) did not identify any, MCP Reportable Conditions, adverse subsurface conditions or additional areas with elevated metals or VOCs based on screening results.

The concentrations of lead detected at B2/S-1 (426 mg/Kg with the field XRF analyzer and 291mg/Kg laboratory analyses) exceeded the RCS-1 were reported to DEP on November 24, 2014. The lead concentrations in soils are addressed under this Permanent Solution Statement.

### **2.4.3 Groundwater Results**

The applicable reportable concentration for groundwater at the site is RCGW-1 because the site is located in an area designated as a medium yield aquifer.

Groundwater samples were collected on August 5, 2014 from monitoring wells MW-1, MW-2 and MW-3 and analyzed for VOCs and RCRA 8 Metals (total and dissolved). In addition, groundwater from MW-2 was also analyzed for SVOCs, because soil sample laboratory results from this location indicated the presence of SVOC compounds (PAHs) in soil. All groundwater samples were collected with a dedicated bailer using conventional purging and sampling methods. On August 20, 2014 wells MW-1, MW-2 and MW-3 were sampled for PCBs and well MW-2 was resampled for SVOCs using low flow purge and sampling techniques to reduce sample turbidity. Groundwater samples were submitted to ESS Laboratory for analyses and analytical reports are included in Appendix D.

VOCs and PCBs were below method detection limits in all three wells. Groundwater samples for filtered (dissolved) metals were below the RCGW-1 reportable concentrations for all RCRA 8 metals (arsenic, barium, cadmium, chromium, mercury, lead, selenium, and silver). Concentrations of lead were detected in the total metals samples at all three locations above the RCGW-1 standard of 0.01 mg/L; however the detections of lead in the total metals samples are attributed to suspended sediment in the sample, as the samples were very turbid. The filtered groundwater metals samples are more representative of groundwater quality at the site.

PAHs were detected at monitoring well MW-2 above RCGW-1 reportable concentrations, including benzo(a)anthracene, benzo(a)pyrene, and indeno(1,2,3-cd)pyrene. These compounds were also detected in the soil sample from B-2. This well was resampled on August 21, 2014 using low flow purge and sampling protocols and all SVOC compounds were below method detection limits. The low flow samples are more representative of groundwater quality. The PAHs detected in the earlier groundwater sample are attributed to sediment in the sample and not dissolved or mobile in groundwater.

### **3 NATURE AND EXTENT OF CONTAMINATION**

The scope of this Permanent Solution Statement focuses on the detection of lead at location B-3. The source of the lead concentration at boring location B-3 is attributed to the Historic Fill material at this location. Lead was not detected above reportable concentrations at either of the other two borings or 13 test pits, 74 soil samples total, including sample locations in close proximity to B-3 as well as upgradient and downgradient of B-3. These comprehensive sampling results indicate that this lead detected at B-3 is an isolated occurrence.

Arsenic was detected at TP2-S2 using the handheld XRF at the RCS-1 reportable concentration of 20 mg/kg. Confirmatory laboratory analysis of this sample detected 5.6 mg/Kg of arsenic, which is less than the RCS-1 value. Therefore, arsenic is not identified as a contaminant of concern at the site.

The concentrations of PAHs and copper in soils could not be reproduced or verified and, if present, appear to be isolated; as such, these detections did not require reporting under the MCP.

The applicable reportable concentration for groundwater at the Site is RCGW-1 because it is located in an area designated as a medium yield aquifer. Groundwater samples were collected at three monitoring well locations (MW-1, MW-2, MW-3), as shown on Figure 2-1. Based on representative groundwater data (i.e., samples without a matrix interference), groundwater quality at the site does not exceed reportable concentrations.

Therefore, this risk characterization addresses the release of lead in soil only.

#### **3.1 Soil**

Lead at location B-3 is the only analyte detected above RCS-1 Reportable Concentrations, based on data considered usable and representative. Impacted soils, as documented at located B3-S1B, are located at a depth between 20-34 inches bgs. The following table summarizes the vertical distribution of lead in soils at B3.

**Table 3-1 Summary of Lead Concentrations in Soil at Boring B3**

<i>Sample ID</i>	<i>Sample Depth (inches)</i>	<i>Concentration (mg/Kg)</i>	
		<i>XRF Lead</i>	<i>Lab Lead</i>
<i>S-1/GW-1</i>		200	200
B3-S1A	12-20	93	
B3-S1B	20-34	426	291
B3-S1C	27-34	27	
B3-S2A	60-78	34	
B3-S2B	78-100	< 15	

As indicated in the above table, based on sample results from B3-S1B, the laboratory analytical results are lower than measured with the handheld XRF analyzer, indicating that the XRF results for lead may be biased high. The average lead concentration in soil from B3 from 0-3 feet bgs is 137 mg/Kg (using the laboratory results from B3-S1B combined with the XRF data).

The following table summarizes the concentrations of lead detected in soils site-wide from a depth of 0-3 feet bgs.

**Table 3-2 Summary of Lead Concentrations in Soil 0-3 feet bgs**

Sample ID	Sample Depth (feet)	XRF Lead	Lab Lead
		Concentration (mg/Kg)	
<i>S-1/GW-1</i>		200	200
B1-S1A	0-3'	24	-
B1-S1B		65	-
B1-S1C		18	-
B1-S1D		13	-
B2-S1	0-2.5'	42	-
B3-S1A	0-3'	93	-
B3-S1B		426	291
B3-S1C		27	-
TP7-S1	1'-4'	17	-
TP1-S1	10"-3'	79	-
TP6-S1	0-6"	15	-
TP2-S1	0.4'-1'	44	-
TP2-S2	2.5'-3'	118	-
TP4-S1	3"-2'	46	-
TP4-S2	2'-2.5'	14	-
TP 2-2-1	3"-1'	17	-
TP 2-2-2	1'-28"	18	-
TP 2-3-1	4"-2'	44	-
TP 2-5-1	4"-16"	26	-
TP 2-5-2	16"-32"	26	-
TP 2-6-1	4"-16"	72	-
TP 2-6-2	16"-32"	13	-
TP 2-7-1	2"-9"	28	-
TP 2-8-1	2"-19"	26	-

**Average 49.00 \*\***

\*\* Average calculated using B3-S1B laboratory results

As shown in the above table, at a depth of 0-3 feet bgs, across the site, lead concentrations are less than 200 in all 24 samples except B3-S1B. The site-wide average concentration of lead in soils 0-3 feet bgs, is 49 mg/Kg. Based on all XRF data collected site-wide for lead in soils above the water table (Table 2-1), the average lead concentration across the site is 31 mg/Kg. DEP published background concentration for lead in "natural" soil is 100 mg/Kg (DEP, 1992). The average concentration of lead in soils from 0-3 feet bgs and site-wide is less than this published background concentration.

### 3.2 Groundwater

All three monitoring wells (MW-1, MW-2, MW-3) were found to have concentrations of all contaminants below the GCGW-1, therefore groundwater is not included in this release.

### **3.3 Contaminant Fate and Transport**

The contaminant of concern at the Site is lead in soils. Lead levels in soil are relatively stable, with little expectation that significant changes will occur over time. Lead levels in soil tend to be relatively constant because lead does not degrade or volatilize, and because lead usually does not migrate extensively through soil. Since lead tends to be relatively stable, we can assume that the area of contamination will remain isolated over time.

## 4 REPRESENTATIVENESS AND DATA USABILITY EVALUATION

### 4.1 Representativeness Evaluation

This section presents the evaluation of the Site data for representativeness pursuant to supporting the PSS presented herein and in general accordance with DEP Policy #WSC-07-350, *MCP Representativeness Evaluations and Data Usability Assessments*.

#### 4.1.1 Conceptual Site Model (CSM)

##### Disposal Site History:

According to historical records reviewed the Site was formerly a residential property used by James Maffei in the mid-1920's. In the mid-late 1920's, Mr. Maffei applied for several licenses for the storage of fuel and to use his property for industrial purposes (sand, gravel, and concrete production; refer to Section 2.6.7). It is unclear whether the exact location for those uses was within the Site limits as Mr. Maffei's property limits south of Worcester Street extended beyond the limits of the Site. The potential development of the Site and the surrounding area for industrial/commercial use may have altered the topography (refer to Section 2.7.1). From 1947 to 2012, the property was owned and operated by the Roman Catholic Archdiocese of Boston.

##### Geology/Hydrogeology

The geology and hydrogeology are summarized in Section 4.3.

##### Contaminant Sources and Types

The contaminant of concern identified at the site is an isolated detection of lead in soil above RCS-1 Reportable Concentrations. The lead in soils is associated with Historic Fill material deposited at the site by a previous owner.

#### 4.1.2 Use of Field Testing/Screening Data

Field analysis for metals was performed with a handheld Innov X Delta XRF analyzer to characterize nature and extent of metals, and lead in particular, in soils. Comparison of XRF analyses for lead with laboratory analyses indicate that the XRF analyses may be conservative and biased high. The delineation of lead concentrations across the site is based primarily on field XRF analyses. A statistical analysis of the lead concentrations detected in soils using the XRF and laboratory data is presented in Table 4-1.

These data are based on XRF analyses, except where laboratory data are available, in which case the laboratory lead concentration is used. As shown on Table 4-1, the average concentration of lead in soils across the site and in the 0-3 foot depth interval is 31 mg/Kg and 49 mg/Kg, respectively. The upper 95 percent confidence level for lead concentrations in soils across the site and within the 0-3 foot depth interval is 42 mg/Kg and 72 mg/Kg, respectively. As indicated, even at the upper 95 percent confidence level, the concentrations of lead are below the DEP background levels for lead in soils of 100 mg/Kg (DEP, 1992).

#### **4.1.3 Sampling Rationale/Number, Spatial Distribution and Handling of Samples**

Given the conceptual site model, the soil sampling and analysis plan focused on the following objectives:

- 1 evaluation of geophysical anomalies associated with fill material;
- 2 spatially distribution of borings and test pits to evaluate representative portions of the Site both vertically (from the ground surface to the water table) and laterally; and
- 3 evaluation of groundwater quality upgradient of the property and downgradient of the property at the east and west end of the Site.

The sampling plan was designed to evaluate potential disposal areas ensuring that the release did not migrate beyond the Site limits, while also being robust enough to evaluate conditions within the Site boundaries. The vertical and spatial distribution of samples, including field and laboratory analyses, is considered adequate to evaluate Site conditions.

#### **4.1.4 Temporal Distribution of Samples**

Given that the COC is lead and the source of lead in soil is associated with fill material that has been at the Site since pre-1947, no increase/seasonal variability of the concentrations of contaminants are anticipated. Hence temporal sampling was not warranted for this site.

#### **4.1.5 Completeness/Inconsistency and Uncertainty**

No data gaps were identified following a review of the data.

#### **4.1.6 Information Considered Unrepresentative**

Data considered unrepresentative of current site conditions are the detection of copper at TP-7 and the detection of SVOCs at B-1. As discussed in Section 2.4.2, additional excavation in the vicinity of B-1 did not find any more asphalt or indications of SVOCs, therefore, that sample is considered unrepresentative. Copper was detected with the XRF above RCS-1 Reportable Concentrations at location TP-7. As

discussed in Section 2.4.2, an offset test pit was excavation to test for copper and copper was not detected above instrument detection limits.

Total metals concentrations in groundwater are considered unrepresentative. Total metals samples were cloudy and turbid and the detection of metals in the unfiltered water samples from MW-1, MW-2 and MW-3 is likely due to suspended sediment in the sample and not representative of groundwater quality or what may be mobile in groundwater. Metals concentrations in the filtered metals samples were below method detection limits in all three monitoring wells, with the exception of barium; which was detected at concentrations approximately two orders of magnitude below the MCP GW-1 and GW-3 standards.

## **4.2 Data Usability**

The data provided with this PSS was evaluated for usability in accordance with the MCP.

### **4.2.1 Presumptive Certainty**

As indicated in the laboratory reports supporting this PSS, the analytical laboratory has indicated that the conditions for Presumptive Certainty under applicable provisions of the MCP and DEP policy guidance were met. The laboratory provided the necessary Analytical Method Report Certification Forms, case narratives, and QA/QC data reporting; these were included in the laboratory reports provided with previous MCP submittals and in the laboratory reports provided in Appendix D.

### **4.2.2 Data Quality**

In an effort to verify that the data collected were suitable for use in the Site characterization, Environmental Partners reviewed the laboratory analytical report generated as part of the assessment activities. This data usability review included the report narrative, surrogate recovery results and the “MCP Analytical Method Report Certification Form” included in the data package. Surrogate recoveries for the specific analyses were reported as being within the range specified in the analytical methods. The certification form included with the analytical data package indicated that:

- Samples were received by the laboratory in a condition consistent with the Chain of Custody and consistent with required preservation methods.
- Analytical data met all the requirements for Presumptive Certainty, as described in Section 2.0 of the DEP document CAM VII A.
- Environmental Partners elected to have the analytical laboratory report only target metals detected in the field screening.
- All QC performance standards and recommendations for the specified methods were achieved, or data not meeting the appropriate performance standards were discussed in the case narrative. No

QC performance issues were identified in the individual analyses performed. No performance issues meeting the DEP Rejection Criteria set forth in Appendix IV of DEP Policy #WSC-07-350 were identified in all of the analytical data collected.

In addition, Environmental Partners compared the laboratory reporting limits and XRF error limits for all analytes with the applicable MCP Method 1 Risk Standards. The comparison indicated that the analytical data were sufficiently sensitive and usable in support of risk characterization and the PSS.

Field XRF data (with the exception of the one location where a sample was submitted for laboratory analysis, in which case the laboratory data was used) are used to evaluate the lead concentrations in soils across the site and in the 0-3 foot depth interval and to develop EPC for lead in soil and to evaluate lead concentrations in site soils with respect to DEP background concentrations. Statistical analyses were performed on the XRF data to evaluate the UCL 95 for the average concentration of lead in soils across the site and in the 0-3 foot depth interval. The UCL 95 for lead concentrations in soil under both scenarios is less than 100 mg/Kg, which is the DEP background concentration for lead in soil.

#### **4.2.3 Conclusion**

Based on the information provided in the laboratory analytical reports, the required QA/QC procedures were followed, and all performance/acceptance standards for the required QA/QC procedures were achieved unless otherwise noted. Review of error limits and statistical analyses of the XRF data indicate that the XRF analyses are representative and usable. Environmental Partners reviewed the laboratory reports and XRF data and concludes that the soil and groundwater data collected at the Site (with the exception of the data determined to be unrepresentative):

- Meet the requirements for presumptive certainty as described in the DEP (WSC-CAMVII A) policy for the acquisition and reporting of analytical data,
- Are acceptable for use in the Site characterization and conducting response actions under the MCP at this site, and
- Are deemed usable in support of an LSP opinion for this site.

## 5 RISK CHARACTERIZATION

In accordance with 310 CMR 40.1000, a Risk Characterization was performed to establish whether a level of “No Significant Risk” to health, safety, public welfare and the environment has been achieved at the disposal site for current conditions and any reasonable foreseeable use.

Of the three Risk Characterization Methods available, Method 1 was used for human health and is applicable because:

- The contaminant of concern (COC) remains in soil and is not likely to migrate at potentially significant concentrations to an environmental medium such as sediments, surface water, or ambient or indoor air;
- Promulgated MCP Method 1 Standards (310 CMR 40.0970 through 40.0979) exist for the COC;
- There are no COCs that bioaccumulate.

### 5.1 Identification of Applicable Soil and Groundwater Categories

#### 5.1.1 Soil

MassDEP has established categories S-1, S-2 and S-3 for soil pursuant to 310 CMR 40.0933. Soil categories are selected on the basis of the receptor's potential for exposure. Soil categories are determined by evaluating the accessibility of the soil in combination with the frequency and intensity of use by adults and children. Frequency of use is described as "high, low, or not present." Intensity of use is described as "high or low", and accessibility is described as "accessible, potentially accessible, or isolated." The Town recently purchased the Site and uses for the property are undetermined; therefore, for purposes of this Risk Characterization unrestricted future use of the property is used for evaluating potential exposure to lead in soil. Under current and foreseeable activities and uses the applicable soil categories are determined as follows:

- *Frequency of Use*: The property is no longer in use, therefore Adult and Children Frequency of Use are considered “Low” for current use. Future Site use is based on unrestricted conditions and is considered “High” Frequency of Use.
- *Intensity of Use*: Current intensity of use is considered “Low” and future use is considered “High”.
- *Accessibility*: The impacted soil is located in a grassy area southwest of the rectory. For current and future unrestricted use the soil would be considered accessible.

Under current and future use is the applicable soil category S-1 applies.

### **5.1.2 Groundwater**

MassDEP has designated Categories GW-1, GW-2 and GW-3 for groundwater pursuant to 310 CMR 40.0932. These categories describe the potential for three types of exposure. One or more categories may apply to a given site. Site groundwater is categorized as follows.

Category GW-1 applies if groundwater is within any of the following areas:

- Current Drinking Water Source Areas; or Potential Drinking Water Source Areas

Category GW-2 applies if groundwater is within:

- 30 feet of an occupied building or structure and the average annual depth to groundwater is 15 feet or less.

Category GW-3 applies:

- Groundwater at all locations is considered category GW-3, with groundwater discharge to surface water.

The Site is located within a current or potential drinking water source area; therefore, GW-1 applies to the Site. Groundwater was detected at less than 15 feet below the ground surface; therefore, for unrestricted site use, GW-2 would apply. As such the applicable groundwater categories GW-1, GW-2 and GW-3 were used for this risk characterization.

## **5.2 Identification of Contaminant of Concern**

Lead is the contaminant of concern (COC) at the Site, with concentrations detected in soils at levels above background.

## **5.3 Identification of Exposure Points and Exposure Point Concentrations**

### **5.3.1 Soil**

Exposure Points for soil are defined by “the vertical and horizontal distribution of the material in soil in combination with the soil category (ies) determined to be applicable” (310 CMR 40.0973(3)(b)). As noted, lead was detected in one Geoprobe sample from boring B-3 at a depth of 20-34 inches bgs. The Exposure Point has been identified at the Site, conservatively assumed to include the interval from 0-36 inches bgs in the vicinity of B3 (rather than an average across the site). Environmental Partners used the arithmetic average of the concentrations detected at location B-3 between 0-36 inches bgs, as the EPC for these COCs.

### 5.3.2 Groundwater

Groundwater analysis indicated no detectable concentrations of dissolved lead above Method 1 GW-1, GW-2 or GW-3 standards during the Phase II Site Investigation. Therefore groundwater has a condition of no significant risk.

### 5.4 Exposure Point Concentrations and Method 1 Standard Comparison

EPC was determined using the arithmetic average of site data at boring location B-3 from 0-36 inches bgs, as calculated in Section 3.1 and shown as follows.

**Table 5-1. Calculation of Exposure Point Concentration for Soil**

<i>Sample ID</i>	<i>Sample Depth (inches)</i>	<i>Concentration (mg/Kg)</i>	
		<i>XRF Lead</i>	<i>Lab Lead</i>
<i>S-1/GW-1</i>		200	200
B3-S1A	12-20	93	291
B3-S1B	20-34		
B3-S1C	27-34	27	
Arithmetic Average		137	

As indicated above, the arithmetic average was calculated using laboratory data, as available (sample B-3/S-1B) and XRF results for other samples over the 0-36 inch interval. The calculated EPC for lead at B-3 is 137 mg/Kg. The following table summarizes the applicable MCP Method 1 Soil Standards promulgated for lead (the COC) compared to the soil EPC.

**Table 5-2. Comparison of EPC and Method 1 Standards**

<i>Contaminant of Concern</i>	<i>Exposure Point Concentration (mg/Kg)</i>	<i>S-1/GW-1 (mg/Kg)</i>	<i>S-1/GW-2 (mg/Kg)</i>	<i>S-1/GW-3 (mg/Kg)</i>	<i>UCL (mg/Kg)</i>
Lead	137	200	200	200	6,000

As shown above, the soil EPC for lead at the site is below the applicable MCP Method 1 Standards for lead in soil.

Pursuant to the MCP, a condition of No Significant Risk exists without restrictions since the EPC is less than the application MCP Method 1 Risk Standards.

## **5.5 Activity and Use Limitations**

Soil EPCs for each exposure point are less than applicable MCP Method 1 Standards and UCLs as shown in Table 4-1 above. Therefore, the implementations of an Activity and Use Limitations (AUL) is not required to achieve or maintain a level of No Significant Risk pursuant to 310 CMR 40.1012 (2)(2)(a).

## **5.6 Characterization of Risk of Harm to Public Welfare**

The MCP defines two purposes for conducting a characterization of risk to public welfare: (a) to identify and evaluate nuisance conditions that may be localized, and (b) to identify and evaluate significant community effects. The characterization of risk to public welfare considers effects that are or may result from the presence of residual contamination or the implementation of a proposed remedial alternative (310 CMR 40.0994).

The characterization of the risk of harm to public welfare considers the site, receptor, and exposure information, as well as data collected pursuant to the response action(s) being performed.

The characterization of risk of harm to public welfare also considers such factors as the existence of nuisance conditions, loss of active or passive property use(s), and any non-pecuniary effects not otherwise considered in the characterization of risk of harm to health, safety, and the environment, but which may accrue due to the degradation of public resources directly attributable to the release or threat of release of OHM or the remedial alternative (310 CMR 40.0994(2)).

The risk of harm to public welfare is characterized by comparing the concentration of each OHM to the Upper Concentration Limits in Soil and Groundwater or UCLs [as defined in 310 CMR 40.0996]. In addition, a level of no significant risk of harm to public welfare exists or has been achieved, if no nuisance conditions, such as noxious odors, persist. The detection of lead in soil (Table 4-1) do not exceed the numerical UCLs.

Based on current site conditions, with impacted soils in the top three feet, the Site has not been shown to possess an odor at close range or other nuisance condition.

Therefore, there is No Significant Risk to public welfare at the Site under current and foreseeable future conditions.

## **5.7 Characterization of Risk of Harm to Safety**

Risk of Harm to Safety was evaluated pursuant to 310 CMR 40.0960. The conditions at the Site have been reviewed to assess whether any conditions associated with the lead release exists or may exist in the foreseeable future or could pose a threat of physical harm or bodily injury to people. Based on all available data from the Site, there is no evidence that the site conditions do or will pose a significant risk of harm or safety.

## **5.8 Risk to the Environment**

Pursuant to 310 CMR 40.0955(3), the risk of harm to the environment shall be characterized based on the data collected pursuant to the response action being performed and the site, receptor, and exposure information identified in 310 CMR 40.0995. The following conditions shall constitute an Imminent Hazard to the environment: (a) evidence of stressed biota attributable to the release at the disposal site, including, without limitation, fish kills or abiotic conditions; or (b) a release to the environment of oil or hazardous material which produces immediate or acute adverse impacts to freshwater or saltwater fish populations. As noted above, the lead release is isolated and not likely to migrate at potentially significant concentrations to an environmental medium; therefore, there is no risk to the environment.

## **5.9 Risk Characterization Conclusion**

This Method 1 Risk Characterization concludes that the Site poses No Significant Risk of harm to health, public welfare, or the environment. As discussed previously, Environmental Partners believes that the sampling program documented in this report is sufficiently representative and the data are sufficiently usable to show that no EPCs exceed the applicable MCP Method 1 Risk Standards.

## **6 PERMANENT SOLUTION STATEMENT**

### **6.1 General**

Environmental Partners has prepared this Permanent Solution Statement on behalf of the Town of Wellesley in order to comply with requirements of the Massachusetts Contingency Plan (MCP), 310 Code of Massachusetts Regulations (CMR) 40.000.

The Risk Characterization determined that a level of No Significant Risk exists at the Site and that a Permanent Solution without restrictions has been achieved.

The data meets the requirements of a Permanent Solution Statement under 310 CMR 40.1036(2). These requirements are as follows:

- A Permanent Solution has been achieved (no further action required);
- There are no conditions associated with this Permanent Solution Statement;
- No uncontrolled sources remain on the Site;
- The level of lead in the environment has not been reduced to background; and
- No Activity and Use Limitation was required to maintain a level of No Significant Risk.
- A copy of the Permanent Solution Statement Transmittal Form (BWSC-104) is being submitted to the DEP along with this report.

Pursuant to 310 CMR 40.1403 (3)(f), the Chief Municipal Officer and the Board of Health of the Town of Wellesley have been notified that a Permanent Solution has been achieved at the Site and how to obtain a copy of the report.

### **6.2 Feasibility of Restoration to Background**

The MCP (310 CMR 40.0860) requires that a Permanent Solution be implemented at each release site “to the extent feasible” to achieve or approach background. As defined in 310 CMR 40.0006, background concentrations of oil or hazardous materials are defined as, “those levels of oil and or hazardous material that would exist in the absence of the disposal site of concern, including both Natural Background and Anthropogenic Background.”

If background is not achieved, the MCP requires justification that reducing contamination to or approaching background is infeasible by meeting one or more of the exemptions listed in 310 CMR 40.0860(5). Following remedial actions, background conditions must be achieved unless one or more of the following criteria are met:

- The alternative is not technologically feasible, as specified in 310 CMR 40.0860(6); or
- The costs of conducting, or the risks resulting from the response action would not be justified by the benefits, considering such factors as potential damage to human health or the environment, costs of environmental restoration, long-term operation and maintenance costs, and non-pecuniary values; or,
- Individuals with the expertise needed to effectively implement the alternative would not be available, regardless of the arrangements made for securing their services; or,
- The alternative would necessitate land disposal other than at the site itself and no off-site facility is available in the Commonwealth or in other states that is in full compliance with all applicable federal and state regulatory requirements; or,
- An alternative is selected for a portion of a disposal site for which the source of the oil and/or hazardous material is not located thereon, and the elimination or control of such source cannot currently be achieved by the party conducting the response actions at that portion of the site.

When determining the feasibility of restoring all areas of the site to background levels, a Benefit-Cost Evaluation was used as outlined in DEP's policy guidance (MassDEP, 2004). In accordance with section 9.3.3.4 of this policy, in cases where it is technically feasible to achieve background conditions it will be considered feasible to conduct remedial actions to approach background conditions if the additional costs to remediate beyond No Significant Risk are equal to or less than 20 percent of the cost to remediate to No Significant Risk.

The detection of lead above the S-1 Standard is associated with Historic Fill material deposited at the Site and was not reproduced at any other sample location across the Site. These concentrations are considered to be Anthropogenic Background conditions in accordance with 310 CMR 40.0006. As indicated with the presence of copper at TP-7 and lead at B-3, the detection of metals above S-1 Standards is sporadic and isolated. Concentrations of lead above the S-1 Standard were not identified at any other location. It is not feasible to excavate to background, because the lead is in the soil fill material that was backfilled throughout the site. The average lead concentration in soils across the site and in the 0-3 foot depth interval across the site are 31 mg/Kg and 49 mg/Kg, respectively and statistically the UCL 95 for lead concentration in soils across the site and in the 0-3 foot depth interval are 42 mg/Kg and 72 mg/Kg. These results indicate that the concentrations of lead in soils across the site are below the DEP background concentration for lead in soil of 100 mg/Kg.

The available alternative is to excavate the fill material. As the volume excavated is directly proportional to costs (cost of excavation/treatment and disposal), it is considered infeasible to reduce contaminant

concentrations to background levels from a cost-benefit analysis, especially considering that the average concentrations across the Site were less than half of the S-1 Standard.

## 7 LSP OPINION AND CERTIFICATION

310 CMR 40.1056(1)(h) Opinion from LSP requires that, except where specifically exempted by the Department based upon the Department's level of involvement in the oversight of response actions at the site or disposal site, a Permanent Solution Statement must include an Opinion from a Licensed Site Professional as to whether the requirements of the applicable category of Permanent Solution specified in 310 CMR 40.1000 have been met;

It is the opinion of the LSP of Record that the requirements of a Permanent Solution with No Conditions as specified in 310 CMR 40.1056(2) have been met at the site, including:

- The requirements of 310 CMR 40.1040(1) and 40.1041(1) have been achieved;
- A level of No Significant Risk has been achieved and will be maintained for all current and foreseeable future use of the Site, without relying on Conditions set forth in 310 CMR 40.1013 or the application of an AUL set forth in 310 CMR 40.1012;
- Concentrations in soil do not exceed UCLs;
- Concentrations in soil are as close as feasible to DEP (DEP, 2002) background concentrations;
- Sources of contaminants in soil have been eliminated; and
- Threats of release have been eliminated.

The seal and signature of Paul F. Gabriel, the LSP who is submitting this Permanent Solution Statement is provided on the Permanent Solution Statement transmittal forms.

## 8 LIMITATIONS

Laboratory analyses were performed for parameters discovered during field analysis. However, additional chemical constituents not searched for during the Site investigation may be present in soil and/or groundwater at the Site. Chemical conditions reported reflect conditions only at the locations tested at the time of testing and within the limitations of the methods used. Such conditions can vary from area to area and from time to time. No warranty is expressed or implied that chemical conditions other than those reported do not exist within the Site.

This report includes information that was provided by other parties. Environmental Partners has attempted to corroborate information provided by others; however, the complete verification of such information is not possible.

## 9 References

Massachusetts Department of Environmental Protection (DEP), 1992, *Background Levels of Polycyclic Aromatic Hydrocarbons and Metals in Soil*.

## ***TABLES***

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**Table 1. Summary of XRF Field Analyses (mg/Kg)**

St. James the Great Church  
Wellesley, MA

Sample ID	Date Sampled	Sample Depth (feet bgs)	As	Pb	Ba	Cd	Cr	Hg	Ni	Ag	Zn	Cu	Se	Co
RCS-1			20	200	1000	70	100	20	600	100	1000	1000	400	500
B1-S1A	7/23/2014	0-3'	-	24	-	-	-	-	-	-	19	-	-	-
B1-S1A Dup			-	23	-	-	-	-	-	-	35	-	-	-
B1-S1B			-	65	-	-	-	-	-	-	71	-	7	-
B1-S1C		-	18	522	-	-	-	-	-	40	-	-	-	-
B1-S1D		-	-	-	-	-	-	-	-	31	-	-	-	-
B1-S2A		5'-8.5'	-	-	-	-	-	-	-	47	-	-	-	250
B1-S2B			-	-	-	-	-	-	-	54	-	-	-	-
B1-S3			10'-12'	-	-	-	-	-	-	49	-	-	-	-
B2-S1		7/23/2014	0-2.5'	-	42	-	-	-	-	-	-	54	-	-
B2-S2A	-		22	-	-	-	-	-	-	-	41	-	-	-
B2-S2B	5'-8.5'		-	14	-	-	-	-	-	-	31	-	-	-
B2-S2C	-		-	-	-	-	-	-	-	-	20	-	-	-
B3-S1A	7/23/2014	0-3'	-	93	-	-	-	-	-	-	43	-	-	-
B3-S1B			-	426	-	-	-	-	69	-	149	-	-	-
B3-S1C			-	27	-	-	-	-	-	-	59	48	-	-
B3-S2A		5'-8'	-	34	-	-	-	-	-	-	82	48	-	373
B3-S2B			-	-	-	-	-	-	-	-	59	-	-	-
B3-S3A			-	-	434	-	-	-	-	-	16	-	-	-
B3-S3B		10'-13'	-	18	-	-	-	-	77	-	32	-	-	-
B3-S3C			-	-	-	-	-	-	-	-	-	-	-	-
B3-S3D			-	16	-	-	-	-	-	-	46	-	-	-
B3-S4A		15'-18'	-	-	-	-	-	-	-	-	34	-	-	-
B3-S4B			11	-	-	-	-	-	-	-	-	-	-	-
B3-S4C			-	-	-	-	-	-	-	-	-	-	-	-
B3-S4C	-		-	-	-	-	-	-	-	-	24	-	-	-
TP7-S1	7/23/2014	1'-4'	-	17	-	-	-	-	-	-	-	-	-	-
TP7-S2		4'-6'	-	20	-	-	-	18	-	-	68	1181	-	251
TP7-S3		6'	-	18	-	-	-	-	-	-	23	-	-	-
TP7-S4		9'	-	26	-	-	-	-	-	-	42	-	-	-
TP-7 Offset S1 4'	7/23/2014	4'	-	18	-	-	-	-	-	-	36	-	-	-
TP-7 Offset S2 5'		5'	-	24	-	-	-	-	-	-	33	-	-	-
TP1-S1	7/23/2014	10"-3'	-	79	-	-	-	-	-	-	95	39	-	217
TP1-S2		3'-4'	-	19	-	-	-	-	-	-	20	-	-	-
TP1-S3		4'-5'	-	-	-	-	-	-	-	-	27	-	-	321
TP6-S1	7/23/2014	0-6"	-	15	-	-	-	-	-	-	18	-	-	-
TP6-S2		3-4'	-	-	-	-	-	-	-	-	23	-	-	-
TP6-S3		4'-5'	-	23	-	-	-	-	-	-	30	78	-	-
TP6-S4		5'-6'	-	22	-	-	-	-	-	-	15	-	-	-
TP6-S5		7'-9'	-	18	-	-	-	-	-	-	-	48	-	-
TP2-S1	7/23/2014	0.4'-1'	-	44	-	-	-	-	-	-	55	-	-	-
TP2-S2		2.5'-3'	20	118	-	-	-	-	-	-	107	-	-	-
TP2-S3		3'-4.5'	-	25	-	-	-	-	-	-	38	-	-	-
TP2-S4		4.5'-6'	-	29	-	-	-	-	-	-	31	-	-	-
TP4-S1	7/23/2014	3"-2'	-	46	-	-	-	-	-	-	48	-	-	-
TP4-S2		2'-2.5'	-	-	-	-	-	-	-	-	33	-	-	-
TP4-S3		4.5'-5'	-	32	-	-	-	-	-	-	36	-	-	-
TP-7 Offset S1 4'	7/23/2014	4'	-	18	-	-	-	-	-	-	36	-	-	-
TP-7 Offset S2 5'		5'	-	24	-	-	-	-	-	-	33	-	-	-
TP 2-1-1	9/18/2014	4'	-	14	-	-	-	-	-	-	30	-	-	-
TP 2-1-2		55"	-	-	-	-	-	-	-	-	18	-	-	-
TP 2-1-3		4.5'	-	-	-	-	-	-	-	-	16	-	-	-
TP 2-1-4		4'	-	28	-	-	-	-	-	-	391	-	-	-
TP 2-1-5		5'-6'	-	15	-	-	-	-	-	-	76	-	-	-
TP 2-2-1	9/18/2014	3"-1'	-	17	-	-	-	-	-	-	34	-	-	-
TP 2-2-2		1'-28"	-	18	-	-	-	-	-	-	17	-	-	-
TP 2-2-3		28"-40"	-	32	-	-	-	-	-	-	43	-	-	-
TP 2-2-4		40"-48"	-	16	-	-	-	-	-	-	33	-	-	-
TP 2-2-5		48"-66"	-	16	-	-	-	-	-	-	34	-	-	-
TP 2-3-1	9/18/2014	4"-2'	-	44	-	-	-	-	-	-	61	42	-	-
TP 2-3-2		2'-42"	-	23	-	-	-	-	-	-	39	-	-	-
TP 2-3-3		42"-54"	-	42	-	-	-	-	-	-	36	-	-	-
TP 2-4-1	9/18/2014	3'-4'	-	15	-	-	-	-	-	-	87	-	-	-
TP 2-4-2		48"-54"	-	23	-	-	-	-	-	-	39	-	-	-
TP 2-5-1	9/18/2014	4"-16"	16	26	-	-	-	-	-	-	52	-	-	-
TP 2-5-2		16"-32"	-	26	-	-	-	-	-	-	40	-	-	-
TP 2-5-3		32"-44"	-	17	-	-	-	-	-	-	21	-	-	-
TP 2-5-4		44"-60"	-	14	-	-	-	-	-	-	22	-	-	-
TP 2-6-1	9/18/2014	4"-16"	-	72	-	-	-	-	-	-	107	55	-	-
TP 2-6-2		16"-32"	-	13	-	-	-	-	-	-	39	-	-	-
TP 2-6-3		3'-4'	-	20	-	-	-	-	-	-	18	-	-	-
TP 2-7-1	9/19/2014	2"-9"	-	28	-	-	-	-	-	-	33	-	-	-
TP 2-7-2		9"-5'	-	37	-	-	-	-	-	-	31	-	-	-
TP 2-7-3		4'-5'	-	25	-	-	-	-	-	-	25	-	-	-
TP 2-8-1	9/18/2014	2"-19"	-	26	-	-	-	-	-	-	33	-	-	-
TP 2-8-2		19"-54"	-	25	-	-	-	-	-	-	55	-	-	-
TP 2-8-3		58"-64"	-	16	-	-	-	-	-	-	60	-	-	-
TP 2-8-4		64"-68"	-	18	-	-	-	-	-	-	31	-	-	-

Notes:

"-" Not detected above instrument detection limit.

Table 4-1. Analysis of XRF Data

St. James the Great Church  
Wellesley, MA

Site-Wide XRF Analyses for Lead

Sample ID	Date	Sample Depth (feet)	Lead Conc. mg/Kg
			200
RCS-1			
B1-S1A			24
B1-S1A Dup			23
B1-S1B	7/23/2014	0-3'	65
B1-S1C			18
B1-S1D			13
B1-S2A			12
B1-S2B			14
B1-S3		10'-12'	13
B2-S1	7/23/2014	0-2.5'	42
B2-S2A			22
B2-S2B		5'-8.5'	14
B2-S2C			12
B3-S1A	7/23/2014	0-3'	93
B3-S1B *			426
B3-S1C			27
B3-S2A		5'-8'	34
B3-S2B			15
B3-S3A			13
B3-S3B		10'-13'	18
B3-S3C			13
B3-S3D			16
B3-S4A		15'-18'	13
B3-S4B			11
B3-S4C			13
TP7-S1		7/23/2014	1'-4'
TP7-S2	4'-6'		20
TP7-S3	6'		18
TP7-S4	9'		26
TP-7 Offset S1	7/23/2014	4'	18
TP-7 Offset S2		5'	24
TP1-S1	7/23/2014	10'-9'	79
TP1-S2		3'-4'	19
TP1-S3		4'-5'	15
TP6-S1	7/23/2014	0-6"	15
TP6-S2		3-4'	13
TP6-S3		4'-5'	23
TP6-S4		5'-6'	22
TP6-S5		7'-9'	18
TP2-S1	7/23/2014	0.4'-1'	44
TP2-S2		2.5'-3'	118
TP2-S3		3'-4.5'	25
TP2-S4		4.5'-6'	29
TP4-S1	7/23/2014	3"-2'	46
TP4-S2		2'-2.5'	14
TP4-S3		4.5'-5'	32
TP 2-1-1	9/18/2014	4'	14
TP 2-1-2		55"	11
TP 2-1-3		4.5'	12
TP 2-1-4		4'	28
TP 2-1-5		5'-6'	15
TP 2-2-1	9/18/2014	3"-1'	17
TP 2-2-2		1'-28"	18
TP 2-2-3		28"-40"	32
TP 2-2-4		40"-48"	16
TP 2-2-5		48"-66"	16
TP 2-3-1	9/18/2014	4"-2'	44
TP 2-3-2		2'-42"	23
TP 2-3-3		42"-54"	42
TP 2-4-1	9/18/2014	3'-4'	15
TP 2-4-2		48"-54"	23
TP 2-5-1	9/18/2014	4"-16"	26
TP 2-5-2		16"-32"	26
TP 2-5-3		32"-44"	17
TP 2-5-4		44"-60"	14
TP 2-6-1	9/18/2014	4"-16"	72
TP 2-6-2		16"-32"	13
TP 2-6-3		3'-4'	20
TP 2-7-1	9/19/2014	2"-9"	28
TP 2-7-2		9"-5'	37
TP 2-7-3		4'-5'	25
TP 2-8-1	9/18/2014	2"-19"	26
TP 2-8-2		19"-54"	25
TP 2-8-3		58"-64"	16
TP 2-8-4		64"-68"	18
Average			31
Std. Deviation			50
Count			74
Confidence			11
95% UCL			42

Notes:

- 13 - Not detected above instrument detection limit - Values in light gray / italic are the instrument detection limit
- \* - Lead concentration reported is laboratory analytical results and not field XRF data.

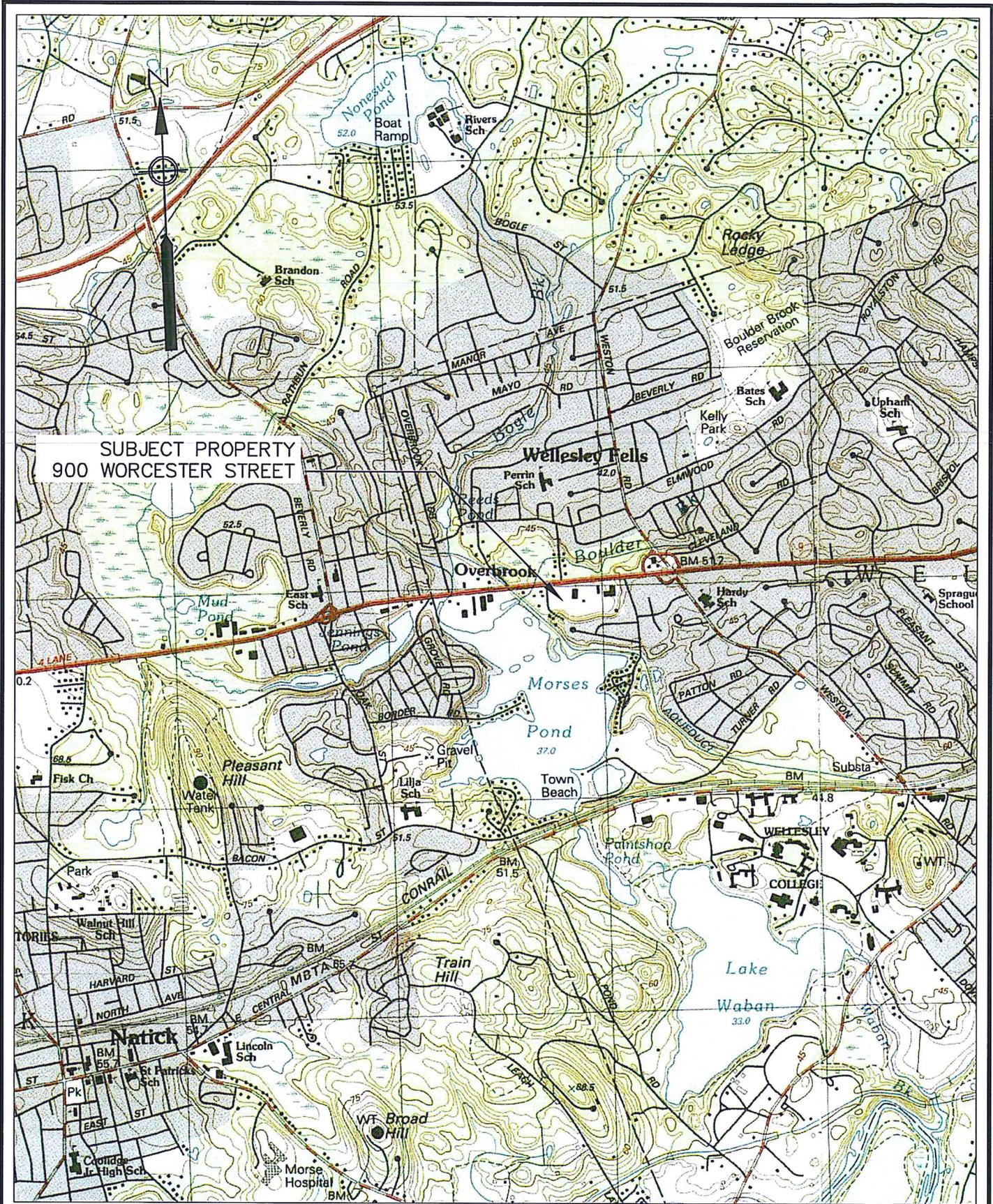
Site-Wide XRF Analyses for Lead (0-3 feet bgs)

Sample ID	Date	Sample Depth (feet)	XRF Lead	Lab Lead
			Concentration (mg/Kg)	
S-1/GW-1			200	200
B1-S1A	7/23/2014	0-3'	24	-
B1-S1B			65	-
B1-S1C			18	-
B1-S1D			13	-
B2-S1			42	-
B3-S1A	7/23/2014	0-3'	93	-
B3-S1B			426	291
B3-S1C			27	-
TP7-S1	7/23/2014	1'-4'	17	-
TP1-S1	7/23/2014	10"-3'	79	-
TP6-S1	7/23/2014	0-6"	15	-
TP2-S1	7/23/2014	0.4'-1'	44	-
TP2-S2		2.5'-3'	118	-
TP4-S1	7/23/2014	3"-2'	46	-
TP4-S2		2'-2.5'	14	-
TP 2-2-1	9/18/2014	3"-1'	17	-
TP 2-2-2		1'-28"	18	-
TP 2-3-1	9/18/2014	4"-2'	44	-
TP 2-5-1	9/18/2014	4"-16"	26	-
TP 2-5-2		16"-32"	26	-
TP 2-6-1	9/18/2014	4"-16"	72	-
TP 2-6-2		16"-32"	13	-
TP 2-7-1	9/19/2014	2"-9"	28	-
TP 2-8-1	9/18/2014	2"-19"	26	-
			Average	49 **
			Std Deviation	59
			Count	24
			Confidence	23
			95% UCL	72

\*\* Laboratory data (291 mg/Kg) used for Lead Concentration at B3-S1B

***FIGURES***

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DRAWING.DWG

**Figure 1-1. Site Locus**

**900 WORCESTER STREET  
 WELLESLEY, MA**

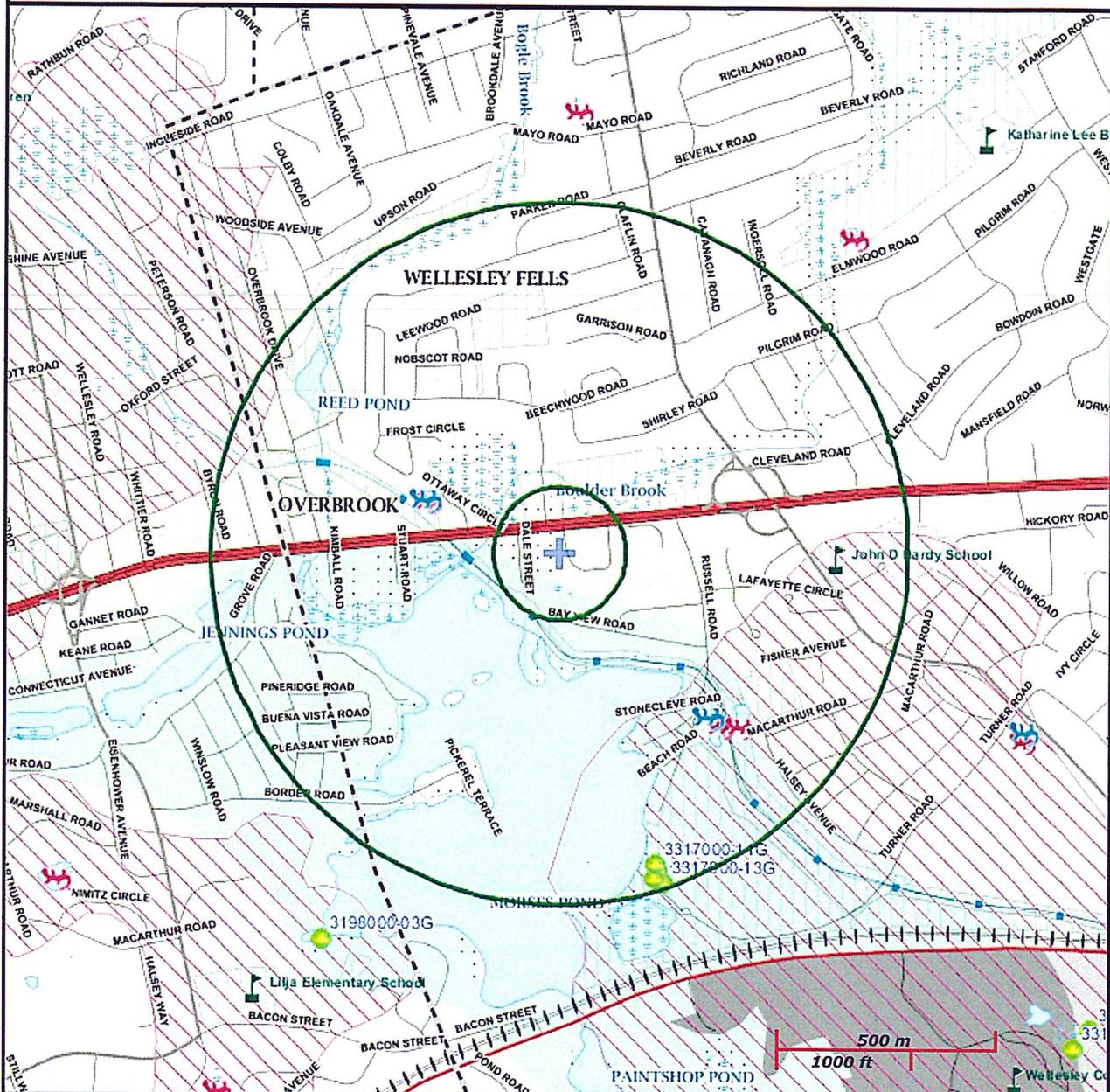
# MassDEP - Bureau of Waste Site Cleanup

## Site Information:

900 WORCESTER STREET WELLESLEY, MA

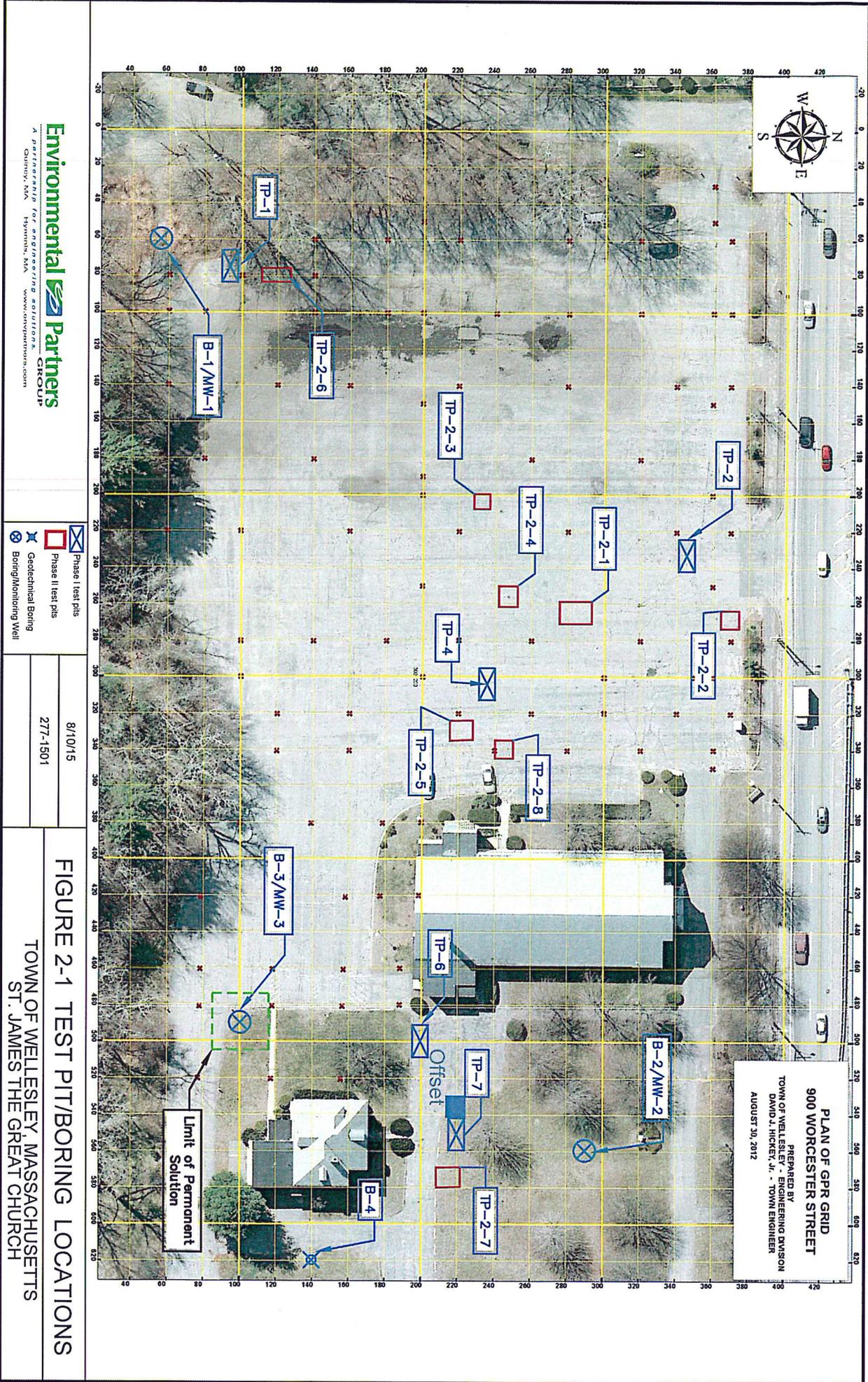
NAD83 UTM Meters:  
4686172mN, 308886mE (Zone: 19)  
May 19, 2015

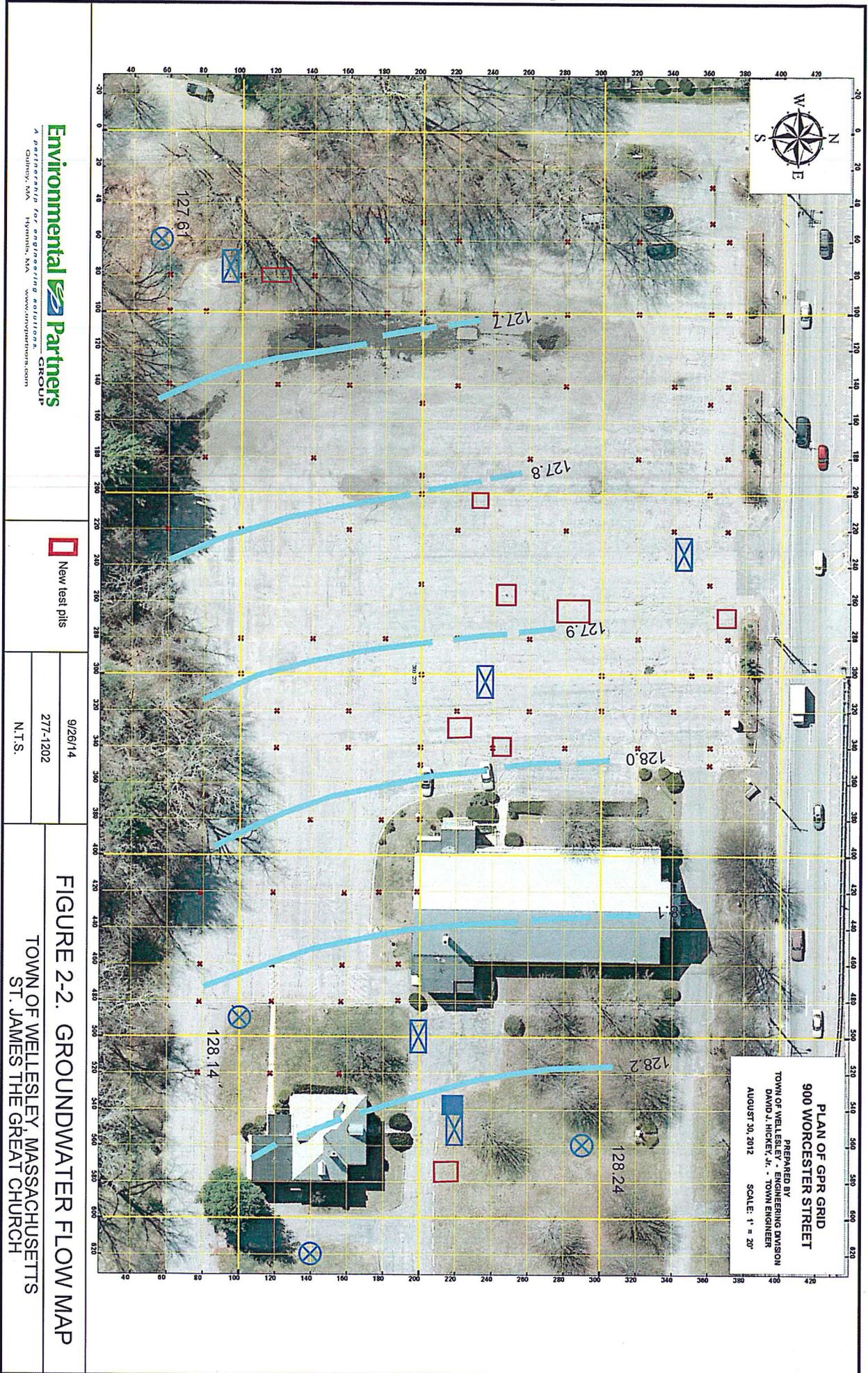
The information shown is the best available at the date of printing. However, it may be incomplete. The responsible party and LSP are ultimately responsible for ascertaining the true conditions surrounding the site. Metadata for data layers shown on this map can be found at: <http://www.mass.gov/mgis/>.



Roads: Limited Access, Divided, Other Hwy, Major Road, Minor Road, Track, Trail	PWS Protection Areas: Zone II, IWPA, Zone A
Boundaries: Town, County, DEP Region; Train; Powerline; Pipeline; Aqueduct	Hydrography: Open Water, PWS Reservoir, Tidal Flat
Basins: Major, PWS; Streams: Perennial, Intermittent, Man Made Shore, Dam	Wetlands: Freshwater, Saltwater, Cranberry Bog
Aquifers: Medium Yield, High Yield, EPA Sole Source	FEMA 100yr Floodplain; Protected Open Space; ACEC
Non Potential Drinking Water Source Area: Medium, High (Yield)	Est. Rare Wetland Wildlife Hab; Vernal Pool: Cert., Potential
	Solid Waste Landfill; PWS: Com. GW, SW, Emerg., Non-Com.

Figure 1-2. MCP Priority Resource Map (500 feet & 0.5 Mile Radii)





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 New test pits

9/26/14  
 277-1202  
 N.T.S.

**FIGURE 2-2. GROUNDWATER FLOW MAP**  
 TOWN OF WELLESLEY, MASSACHUSETTS  
 ST. JAMES THE GREAT CHURCH

**PLAN OF GPR GRID**  
 900 WORCESTER STREET  
 PREPARED BY  
 TOWN OF WELLESLEY - ENGINEERING DIVISION  
 DAVID J. HICKEY, JR. - TOWN ENGINEER  
 AUGUST 30, 2012 SCALE: 1" = 20'

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
Rink 1	Rink 2	Rink 1	Rink 2	Rink 1	Rink 2	Rink 1	Rink 2	Rink 1	Rink 2	Rink 1	Rink 2	Rink 1	Rink 2
6:10 AM 7:25 AM 8:00 AM 9:10 AM 10:20 AM 11:30 AM 12:40 PM 3:00 PM 4:10 PM 5:20 PM 6:30 PM 7:40 PM 8:50 PM 10:00 PM 11:10 PM	6:10 AM 7:25 AM 8:10 AM 9:20 AM 10:30 AM 11:40 AM 12:50 AM 1:30 PM 3:20 PM 4:30 PM 5:40 PM 6:50 PM 8:00 PM 9:10 PM 10:20 PM 11:30 PM	ADULT ADULT ADULT ADULT ADULT ADULT ADULT ADULT ADULT ADULT ADULT ADULT ADULT ADULT ADULT											

LTS = Learn to skate (rink run)  
 SKILLS = Honkey Skills (rink run)  
 PUBLIC = Public Skate (rink run)  
 LTPH = Learn to Play Hockey (rink run)  
 FS = Figure Skating (rink run)  
 PRIVATE = Private lessons (rink run)

WYH = Wellesley Youth Hockey  
 WWS = Wellesley High School  
 DHS = Dana Hall School  
 ADULT = Adult Hockey (rink run)



Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
Rink 1	Rink 2	Rink 1	Rink 2	Rink 1	Rink 2	Rink 1	Rink 2	Rink 1	Rink 2	Rink 1	Rink 2	Rink 1	Rink 2
6:10 AM 7:25 AM 8:00 AM 9:10 AM 10:20 AM 11:30 AM 12:40 PM 1:30 PM 3:00 PM 4:10 PM 5:20 PM 6:30 PM 7:40 PM 8:50 PM 10:00 PM 11:30 PM	6:10 AM 7:25 AM 8:10 AM 9:20 AM 10:30 AM 11:40 AM 12:50 PM 1:30 PM 3:20 PM 4:30 PM 5:40 PM 6:50 PM 8:00 PM 9:10 PM 10:20 PM 11:30 PM	PRIVATE PRIVATE PRIVATE PRIVATE PRIVATE PRIVATE PRIVATE PRIVATE PRIVATE PRIVATE PRIVATE PRIVATE PRIVATE PRIVATE PRIVATE PRIVATE											

LTS = Learn to skate (rink run)  
 SKILLS = Hockey Skills (rink run)  
 PUBLIC = Public Skate (rink run)  
 LTPH = Learn to Play Hockey (rink run)  
 FS = Figure Skating (rink run)  
 PRIVATE = Private lessons (rink run)

WYH = Wellesley Youth Hockey  
 DHS = Dana Hall School  
 ADULT = Adult Hockey (rink run)



**Wellesley Sports Center-Aquatics**  
Teaching/Fitness Pool  
50' x 25'  
School Year

Teaching and Fitness Pool has 4 lanes plus open space showing as Station 5 in this Schedu Depth ranges from 3' to 4'

Time	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday		
	Lanes 1	Lanes 2	Space	Lanes 1	Lanes 2	Space	Lanes 1	Lanes 2	Space	Lanes 1	Lanes 2	Space									
6:00 AM	Open Rec	Lap Swim	Open Rec	Open Rec	Lap Swim	Open Rec	Lap Swim	Open Rec	Lap Swim	Open Rec	Lap Swim	Open Rec	Lap Sw	Open Rec	Lap Sw	Open Rec	Lap Sw	Open Rec			
6:30 AM																					
7:00 AM																					
7:30 AM																					
8:00 AM																					
8:30 AM	Fitness	Open	Rec	Fitness	Open	Rec	Pre-Team, Program														
9:00 AM																					
9:30 AM																					
10:00 AM	Lessons			Lessons			Lessons			Lessons			Lessons								
10:30 AM																					
11:00 AM																					
11:30 AM																					
12:00 PM	Fitness			Fitness			Fitness			Fitness			Fitness								
12:30 PM																					
1:00 PM	Commun Program			Commun Program																	
1:30 PM																					
2:00 PM																					
2:30 PM																					
3:00 PM	lessons			lessons			lessons			lessons			lessons								
3:30 PM																					
4:00 PM																					
4:30 PM																					
5:00 PM	Special Needs			Special Needs																	
5:30 PM																					
6:00 PM	Pre-Team			Pre-Team			Pre-Team			Pre-Team			Pre-Team								
6:30 PM																					
7:00 PM																					
7:30 PM																					
8:00 PM																					
8:30 PM																					
9:00 PM																					
9:30 PM																					
10:00 PM																					

C O L O R K E Y

Special Needs
Outside Team Rental
Cambridge Masters & Triathlon
Wellesley High School Team
Pre-Team Program
Diving
Open Family Recreation
Outside Water Polo Club Team
Rental/Income
Fitness Programming
Community Programming & Open Swim
General Lap Lanes
Swim Lessons
Wellesley Summer Rec Team
Community Programming
Camp Programming

**Wellesley Sports Center-Aquatics**  
Teaching/Fitness Pool  
50' x 25'  
Summer

Teaching and Fitness Pool has 4 lanes plus open space showing as Station 5 in this Schedule.

Time	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday		
	Lanes 1	Lanes 2	Lanes 3	Leisure Space	Lanes 1	Lanes 2	Lanes 3	Leisure Space	Lanes 1	Lanes 2	Lanes 3	Leisure Space	Lanes 1	Lanes 2	Lanes 3	Leisure Space	Lanes 1	Lanes 2	Lanes 3	Leisure Space	
6:00 AM	Lap Swim				Lap Swim				Lap Swim				Lap Swim				Lap Swim				
6:30 AM																					
7:00 AM																					
7:30 AM																					
8:00 AM	Summer Rec	Open			Summer Rec	Open			Summer Rec	Open			Summer Rec	Open			Summer Rec				
8:30 AM	Rec				Rec				Rec				Rec								
9:00 AM																					
9:30 AM																					
10:00 AM	Pre-Team				Pre-Team				Pre-Team				Pre-Team				Pre-Team				
10:30 AM																					
11:00 AM	Lessons				Lessons				Lessons				Lessons				Lessons				
11:30 AM																					
12:00 PM																					
12:30 PM																					
1:00 PM	Summer				Summer				Summer				Summer				Summer				
1:30 PM	Senior Program	Camp			Senior Program	Camp			Senior Program	Camp			Senior Program	Camp			Senior Program	Camp			
2:00 PM																					
2:30 PM																					
3:00 PM	Fitness				Fitness				Fitness				Fitness				Fitness				
3:30 PM																					
4:00 PM																					
4:30 PM	Lessons				Lessons				Lessons				Lessons				Lessons				
5:00 PM	Spec Needs				Spec Needs				Spec Needs				Spec Needs				Spec Needs				
5:30 PM																					
6:00 PM	Lap Swim				Lap Swim				Lap Swim				Lap Swim				Lap Swim				
6:30 PM																					
7:00 PM																					
7:30 PM																					
8:00 PM																					
8:30 PM																					
9:00 PM																					
9:30 PM																					
10:00 PM																					

NOTE: Community and Swim lesson time can also be used for elementary school lesson program

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  - K
  - E
  - Y
- Special Needs
  - Outside Team Rental
  - Cambridge Masters & Triathlon
  - Wellesley High School Team
  - Pre-Team Program
  - Diving
  - Open Family Recreation
  - Outside Water Polo Club Team
  - Rental/Income
  - Fitness Programming
  - Community Programming & Open Swim
  - General Lap Lanes
  - Swim Lessons
  - Wellesley Summer Rec Team
  - Community Programming
  - Camp Programming

Wellesley Swim Association      Therapy & Rehab      Senior Programming      Camp Programming

**Wellesley Sports Center-Aquatics  
102' (25 yard) x 75' Main Pool with Bulkhead**

School Year  
Weekdays

NOTE: Pool 1 & 2 are main pool divided by Bulkhead

	POOL 1 4.0-5.0' deep			POOL 2 5.5' to 13' deep									
	1	2	3	1	2	3	4	5	6	7	8	9	10
5:00 AM	LapSwim			Club Team Training									
6:00 AM	LapSwim			Rental				Masters Group					
7:00 AM	Open Rec	or		Lap Swim								Deep	
8:00 AM	Open Rec	Comm										Water Fitness	
9:00 AM													
10:00 AM													
11:00 AM													
12:00 PM	Fitness Program												
1:00 PM	Lap Lanes												
2:00 PM													
3:00 PM													
4:00 PM													
5:00 PM													
6:00 PM													
7:00 PM													
8:00 PM													
9:00 PM													
10:00 PM													

**Config.** Pool 2 lanes are lengthwise  
Pool 1 lanes are cross pool

**C O L O R K E Y**

Special Needs
Outside Team or Program Rental
Cambridge Masters & Triathlon
Wellesley High School Team
Pre-Team Program
Diving
Open Family Recreation
Outside Water Polo Club Team
Rental/Income
Fitness Programming
Community Programming & Open Swim
General Lap Lanes
Swim Lessons
Wellesley Summer Rec Team
Camp Programming
Senior Programming
Therapy & Rehab
Wellesley Swim Association

# Wellesley Sports Center-Aquatics 102' (25 yard) x 75' Main Pool with Bulkhead

School Year  
Weekend-Saturday

NOTE: Pool 1 & 2 are main pool divided by Bulkhead

	POOL 1 4.0'-5.0' deep			POOL 2 5.5' to 13' deep									
	1	2	3	1	2	3	4	5	6	7	8	9	10
5:00 AM													
6:00 AM	Lap Lanes			Outside Team Rental									
7:00 AM								Masters Program and Triathlon					
8:00 AM													
9:00 AM			Less	Wellesley HS Swim Team							WHS Diving		
10:00 AM													
11:00 AM				Pre-Team Programming							Deep Water Fitness		
12:00 PM				Lap Swim									
1:00 PM	Community Programming or Open Swim										Open Rec in Deep water		
2:00 PM													
3:00 PM													
4:00 PM													
5:00 PM													
6:00 PM													
7:00 PM	Lap Swim												
8:00 PM													
9:00 PM													
10:00 PM													

Sunday can be flexible

**Config.** Pool 2 lanes are lengthwise  
Pool 1 lanes are cross pool

Special Needs
Outside Team or Program Rental
Cambridge Masters & Triathlon
Wellesley High School Team
Pre-Team Program
Diving
Open Family Recreation
Outside Water Polo Club Team
Rental/Income
Fitness Programming
Community Programming & Open Swim
General Lap Lanes
Swim Lessons
Wellesley Summer Rec Team
Camp
Programming Senior
Programming

C O L O R K E Y

Therapy & Rehab

**Wellesley Sports Center-Aquatics**  
**102' (25 yard) x 75' Main Pool with Bulkhead**

Summer  
Weekdays

NOTE: Pool 1 & 2 are main pool divided by Bulkhead

	POOL 1 4.0'-5.0' deep			POOL 2 5.5' to 13' deep									
	1	2	3	1	2	3	4	5	6	7	8	9	10
5:00 AM													
6:00 AM								Masters Swim and Triathlon					
7:00 AM								Outside Team Rental					
8:00 AM													
9:00 AM								Summer Rec Team			Diving		
10:00 AM													
11:00 AM											Deep Water Fitness		
12:00 PM								Summer Camp Programming					
1:00 PM										Open Recreation			
2:00 PM													
3:00 PM													
4:00 PM													
5:00 PM											Open Rec		
6:00 PM											Masters & Triathlon		
7:00 PM													
8:00 PM													
9:00 PM													
10:00 PM													

Config. Pool 2 lanes are lengthwise  
Pool 1 lanes are cross pool

Special Needs
Outside Team or Program Rental
Cambridge Masters & Triathlon
Wellesley High School Team
Pre-Team Program
Diving
Open Family Recreation
Outside Water Polo Club Team
Rental/Income
Fitness Programming
Community Programming & Open Swim
General Lap Lanes
Swim Lessons
Wellesley Summer Rec Team
Camp Programming Senior
Programming

C O L O R K E Y

Therapy & Rehab

**Wellesley Sports Center-Aquatics  
102' (25 yard) x 75' Main Pool with Bulkhead**

Summer  
Weekend-Saturday

NOTE: Pool 1 & 2 are main pool divided by Bulkhead

	POOL 1 4.0'-5.0' deep			POOL 2 5.5' to 13' deep									
	1	2	3	1	2	3	4	5	6	7	8	9	10
5:00 AM													
6:00 AM													
7:00 AM	Lap Lanes									Masters Swimming			
8:00 AM													
9:00 AM													
10:00 AM										Summer Rec			
11:00 AM										Diving			
12:00 PM	Lessons												
1:00 PM													
2:00 PM													
3:00 PM													
4:00 PM													
5:00 PM											Diving Club		
6:00 PM										Outside Club Swim or Water Polo			
7:00 PM													
8:00 PM													
9:00 PM													
10:00 PM													

Sunday can be flexible  
Config. Pool 2 lanes are lengthwise  
Pool 1 lanes are cross pool

Special Needs
Outside Team or Program Rental
Cambridge Masters & Triathlon
Wellesley High School Team
Pre-Team Program
Diving
Open Family Recreation
Outside Water Polo Club Team
Rental/Income
Fitness Programming
Community Programming & Open Swim
General Lap Lanes
Swim Lessons
Wellesley Summer Rec Team
Camp Programming
Senior Programming
Therapy & Rehab

C O L O R K E Y



### SURFACE LICENSE AGREEMENT

LICENSEE:	Town of Wellesley, for its boys and girls high school hockey program
Agent:	
Address:	
Phone:	
Email:	

LICENSOR:	Wellesley Sports Center, LLC, by its Manager, ESG Associates Inc.
Agent:	Brian DeVellis, President of ESG Associates, Manager of Wellesley Sports Center, Inc.
Address:	41 North Road – Suite 203 Bedford, MA 01730
Phone:	617 855-9210
Email:	<a href="mailto:brian@devellis.net">brian@devellis.net</a>

This agreement by and between Wellesley Sports Center, LLC, hereinafter referred to as the LICENSOR, and the entity named herein, hereinafter referred to as the LICENSEE to use the facility named herein, hereinafter referred to as ice / turf / pool facility or simply "the facility", for normal and customary sports activities, including soccer, lacrosse, swimming, hockey games, and practice on the dates and times listed in preceding documents (schedule of ice time and invoice) to this agreement. This agreement shall become effective upon LICENSEE'S signing and remain in full force and effect until the conclusion of the final reserved ice time listed in all attachments.

In the case of multiple season rentals, all times listed in separate agreements are hereby inclusive of one another and cannot be executed independently. LICENSEE shall bear the duty to distribute to all members, invitees and guests, the "Code of Conduct" enforced by LICENSOR at the facility.

This agreement and subsequent use of the ice skating facility is subject to the following terms and conditions:

- AUTHORIZED FACILITY USE:** This agreement authorizes the LICENSEE along with its members, invitees and guests to use the entire surface, up to two team changing rooms where applicable, all spectator seating that is designated as open for use, as well as other common areas of the facility that are open to the public. Use of other facility amenities such as sound system, meeting rooms, etc may be requested in advance by LICENSEE but are not a part of this agreement and no assurance is made either explicitly or implicitly that said amenities will be available for use during the time of the rental ice time.
- AUTHORIZED PARTICIPANTS:** Only LICENSEE'S members, invitees and guests are authorized by this agreement to use the ice surface or team changing rooms during the times covered by this agreement. Use of the facility by anyone other than named LICENSEE, is strictly prohibited. This practice will result in forfeiture of LICENSEE'S right granted herein to use the facility and LICENSEE shall be liable to pay for all contracted ice time that is forfeited as a result of this breach of agreement.
- RENTAL FEES CHARGED:** LICENSEE shall pay an hourly rental fee for the time specified in preceding documents. LICENSEE shall be responsible to pay for all ice times listed in preceding documents regardless of whether or not LICENSEE or its members use any of the times covered by this agreement, except in the instance of a mechanical failure or other occurrence beyond the control of the LICENSEE that prevents the use of the facility for recreational activities. In the case of multiple season rentals, all surface times listed in separate agreements are hereby inclusive of one another and cannot be executed independently. See Rider A attached hereto as to Preferred Times and the Rental Rates to be charged for surface time.
- CANCELLATION:** LICENSEE hereby acknowledges that the reserved surface time in this agreement may be canceled by Licensor due to reasons of mechanical or power failure or other causes beyond the reasonable control of Licensor. LICENSEE shall be excused from performance hereunder only during such times as the surface and ancillary facilities are not provided by LICENSOR as required herein. The cancelling party will provide advance notice of cancellation to the other whenever possible. LICENSEE will be provided the option of selecting make-up hours of their choosing, as available to replace, the canceled hours or a refund for time lost, if LICENSEE paid for those hours in advance and elects not to make up the time.
- LICENSOR'S DUTIES:** LICENSOR'S ice surface duties shall include resurfacing of the ice surface prior to LICENSEE'S use, one resurface per hour reserved (i.e. for two hour high school varsity hockey games, an additional resurfacing will be completed after the second period / for a collegiate game, resurfacing may be provided between periods if time allows) the supply of two goal nets for hockey use if required, and LICENSEE'S use of up to two team changing rooms if requested (LICENSEE must provide a set of car keys or other surety to receive a team room key); pool duties shall include chemical balancing and cleanliness, temperature control and lane structuring; turf duties shall include the supply of two goal nets for soccer, lacrosse or field hockey use if required.

LICENSEE shall be responsible for any articles, belongings, or valuables left unattended or unsecured in team rooms. LICENSEE shall promptly pay LICENSOR for all reasonable costs associated with repairs required as the result of vandalism or abuse of any part of the

facility by LICENSEE along with its members, invitees and guests.

6. **RESERVATION OF RIGHTS:** LICENSOR reserves all rights not expressly granted to LICENSEE, including, but not limited to the right to conduct commercial activities at the facility (such as selling or renting ice skates and accessories, selling of any apparel and services as well as all sales of food and drink). LICENSOR reserves the right to deny or rescind facility use or entry privileges to any person that fails to comply with the posted facility rules and code of conduct.
7. **GENERAL ADMISSION RECEIPTS:** LICENSEE'S use of the facility for any event at which a general or spectator admission fee is charged shall be preceded by at least 30 days notice to the LICENSOR. As to all varsity high school events involving spectator admission, but Licensee shall pay LICENSOR's reasonable additional janitorial and related costs, including extra zamboni time if needed. The LICENSEE shall be required to pay for surface time used for the event and shall provide adequate security and pay directly for any police or fire department detail required for such events.
8. **RESPONSIBILITY FOR SAFETY:** LICENSEE shall be responsible to inspect team room before each use and shall make LICENSOR aware of any potential hazards or defects prior to said use. Moreover, LICENSEE shall be responsible to provide and pay for all crowd control and/or security and emergency personnel required by ordinance or deemed reasonably necessary by LICENSOR during the time of use and extending to such time as all LICENSEE members, guests, invitees and visitors have departed the property.
9. **ASSUMPTION OF RISK:** LICENSEE along with its members, invitees and guests using the surface, for any purpose, under this agreement, assumes all risk and danger incidental to the surface activity. These risks and dangers include, but are not limited to tripping, slips, falls, cuts by skate blades, injury from flying pucks in the ice area as well as the spectator areas, hockey sticks, and collisions with other participants.

Licensee for itself and for each of its members and other persons who will use the facilities under or through Licensee hereby accepts and assumes all risks of accident or damage or injury to Licensee or to persons using under it or through it. Licensee for itself and for all its members and persons under it, hereby releases and agrees to hold harmless the Wellesley Sports Center LLC and ESG Associates Inc., its officers, employees, and assignees from injury claim or damage sustained or alleged to have been sustained by any person's by virtue of act or admissions of Licensee or persons using under or through it or its members. Licensee further agrees to provide adequate supervision of all persons using the facilities under and through Licensee.

10. **INSURANCE:** LICENSEE shall purchase and maintain Public Liability Insurance during the full term of this license and provide LICENSOR with a Certificate of Insurance at the time this agreement is executed. The insurance shall name Wellesley Sports Center LLC and ESG Associates Inc., as additional insured. The insurance shall have limits as called for in the LICENSOR Lease with the Town of Wellesley. This insurance policy shall provide 30 days Notice to cancellation or reduction in coverage; surety shall provide LICENSOR with written notice.
11. **PROMOTIONAL ACTIVITY:** LICENSEE shall not conduct any promotional activity or advertise any event at the facility without the prior written consent of LICENSOR. The LICENSEE shall not announce, advertise or in any manner promote a program or activity in connection with this ice reservation until the agreement is executed (including the return of required deposit).
12. **DISPUTE RESOLUTION:** All claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement or breach thereof shall be submitted for resolution to a court of competent jurisdiction in Norfolk County, Massachusetts, unless otherwise agreed by the Parties. No such action shall be brought, however, until the Parties have endeavored to negotiate in good faith any such claim, dispute or other matter in question.
13. **BINDING EFFECT:** This agreement shall be binding upon the LICENSOR and LICENSEE, together with their successors, heirs and assigns.
14. **ENTIRE AGREEMENT:** This agreement may only be modified or amended by a separate written addendum that is signed by both parties and attached to the agreement. Any stricken, additional, or contrary terms and conditions proposed by LICENSEE are expressly rejected by LICENSOR, and shall not become a part of this agreement unless such stricken, additional, or contrary terms are expressly incorporated by addendum issued and signed by the LICENSOR. The entire agreement will not become effective until and unless the agreement is fully signed and executed by a duly authorized agent of LICENSEE and LICENSOR and any and all deposit or payment requests are received.
15. **SEVERABILITY:** If any portion of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court or arbitrator finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
16. **WAIVER:** The failure of either party to enforce any provisions of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.
17. **SCHEDULE:** LICENSOR hereby agrees to allow LICENSEE to use the surface according to the attached Exhibit 1. SCHEDULE

18. **PURPOSE:** For considerations herein provided, LICENSEE agrees to use and pay for same in accordance herewith, and abide by all rules and regulations of the Management governing the use of the facility for LICENSEE intended purpose.
19. **TERM:** The TERM of this CONTRACT shall be five (5) Years, at which time the parties are free to renegotiate extensions at their choosing.
20. **RENTAL RATE:** LICENSEE agrees to pay the time allocated on the SCHEDULE at the rate of **\$330.00 / hour / sheet** for the first year of the Term and then subject to escalation in accordance with Rider A.
21. **FAILURE TO USE:** Failure of LICENSEE to use the facilities contracted for shall not relieve LICENSEE of the payment obligation therefore, unless released in written notice by LICENSOR or its designee ESG Associates Inc.
22. **DAMAGE:** LICENSOR may inspect the facility, including the locker-room / changing-room facilities to be used by LICENSEE before and after use by LICENSEE or members of LICENSEE's organization. LICENSOR will provide LICENSEE with written notice of any damage to the facility that LICENSOR believes was caused by LICENSEE or members of LICENSEE's organization or invitees and LICENSEE will have the opportunity to inspect and respond to LICENSOR within fourteen (14) days of receipt of said notice. If the Parties agree that the facility was damaged by LICENSEE or members of LICENSEE's organization or if LICENSEE fails to respond to LICENSOR's notice within fourteen (14) days of receipt of such notice, LICENSOR may refer such damage to the LICENSOR's facility management for repair. LICENSEE agrees to reimburse LICENSOR for the reasonable costs of such repairs. If the Parties agree, each acting reasonably, that any damage to the facility was caused by the malicious or reckless behavior of any individual or group within LICENSEE's organization, LICENSOR shall have the right to bar such individual or group from entry to, or participation in, future activities. LICENSEE for itself and each of its members understands that the possession and/or consumption of alcoholic beverages on the grounds or within the facility are strictly prohibited.
23. **LOCKER ROOM:** LICENSEE shall be provided, if final approved plans allow, at a cost of \$7,500 per season per locker room, with one permanent in-season locker room for male and one permanent in-season locker room for female LICENSEE teams (that is, a permanent boys locker room and a permanent girls locker room, for the season, will each cost \$7,500). LICENSEE shall also be entitled to the use of in-season Locker Rooms for male and female players of opposing teams during scheduled events at no additional cost.
24. **PROMOTIONAL OPPORTUNITIES:** LICENSOR shall provide LICENSEE a Promotional Inventory list detailing various advertising and merchandising opportunities that LICENSOR shall share revenue generated 50/50 NET with LICENSEE produced by LICENSEE's efforts.
25. **MISCELLANEOUS:**
  - a. LICENSEE agrees that LICENSOR anticipates opening date September 1, 2018.
  - b. This Agreement is being executed pursuant to and in accordance with M.G.L. c. 30B.
  - c. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the LICENSEE, nor any participant with the LICENSEE, shall be personally liable to the LICENSOR hereunder, for the LICENSEE's payment obligations or otherwise, the LICENSOR hereby agreeing to look solely to the assets of the LICENSEE for the satisfaction of any liability of the LICENSEE hereunder. In no event shall the LICENSEE ever be liable to the LICENSOR for indirect, incidental or consequential damages.
  - d. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the LICENSOR, nor any participant with the LICENSOR, shall be personally liable to the LICENSEE hereunder, for the LICENSOR's obligations hereunder, the LICENSEE hereby agreeing to look solely to the assets of the LICENSOR for the satisfaction of any liability of the LICENSOR hereunder. In no event shall the LICENSOR ever be liable to the LICENSEE for indirect, incidental or consequential damages.

IN WITNESS WHEREOF, the parties to this agreement hereto set their hands and seals on the date and year first above written:

LICENSEE: \_\_\_\_\_

LICENSOR: WELLESLEY SPORTS GROUP, LLC  
BY: ESG Associates Inc., its Manager

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_ Brian DeVellis, President

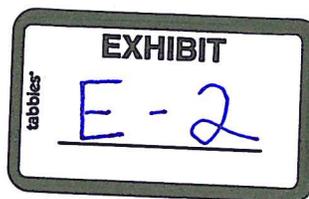
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RIDER A TO SURFACE LICENSE AGREEMENT

The LICENSOR shall provide the following:

Preferred hockey rink use time in favor of the Town of Wellesley, its schools, Wellesley Youth Hockey, Dana Hall School, and any successor organizations (collectively, the "Town Hockey Users") as provided herein and in the Hockey Use Schedule attached hereto as Exhibit Rider A-1. The Town or other Town Hockey Users, as the case may be, shall be charged market rate for use of these facilities, which shall initially be \$330 per hour per sheet of ice and thereafter shall be calculated by taking the mean average of comparable facilities (taking into consideration the age and size of the facilities and their respective community demographics as compared to the rinks provided by Tenant). Initially, the following is a list of applicable comparable facilities: New England Sports Village (Attleboro) and Ice House (Canton). This list of comparable facilities may be changed by the parties upon mutual agreement. The Hockey Use Schedule is established annually on March 15<sup>th</sup> for the following hockey season (for the purposes hereof, a hockey season shall be September 1 through the following March 31 of any given school year) in the following manner: (i) the Town Hockey Users shall be entitled to the same number of hours as the previous year, or fewer if requested by the Town Hockey Users, but shall not be entitled to an increase in hours from the previous season without the approval of the Tenant, such approval not to be unreasonably withheld; (ii) March 15 represents the cut-off date by which the Town Hockey Users may request a change to the Hockey Use Schedule for the next following season; and (iii) if no change is requested by March 15, the previous season's schedule shall remain in place for the following season.

Exhibit 1 – SCHEDULE



### SURFACE LICENSE AGREEMENT

LICENSEE:	Town of Wellesley, for its boys and girls high school swimming programs
Agent:	
Address:	
Phone:	
Email:	

LICENSOR:	Wellesley Sports Center, LLC, by its Manager, ESG Associates Inc.
Agent:	Brian DeVellis, President of ESG Associates, Manager of Wellesley Sports Center, Inc.
Address:	41 North Road – Suite 203 Bedford, MA 01730
Phone:	617 855-9210
Email:	<a href="mailto:brian@devellis.net">brian@devellis.net</a>

This agreement by and between **Wellesley Sports Center, LLC**, hereinafter referred to as the LICENSOR, and the entity named herein, hereinafter referred to as the LICENSEE to use the facility named herein, hereinafter referred to as ice / turf / pool facility or simply "the facility", for normal and customary sports activities, including soccer, lacrosse, swimming, hockey games, and practice on the dates and times listed in preceding documents (schedule of ice time and invoice) to this agreement. This agreement shall become effective upon LICENSEE'S signing and remain in full force and effect until the conclusion of the final reserved ice time listed in all attachments.

In the case of multiple season rentals, all times listed in separate agreements are hereby inclusive of one another and cannot be executed independently. LICENSEE shall bear the duty to distribute to all members, invitees and guests, the "Code of Conduct" enforced by LICENSOR at the facility.

This agreement and subsequent use of the ice skating facility is subject to the following terms and conditions:

- AUTHORIZED FACILITY USE:** This agreement authorizes the LICENSEE along with its members, invitees and guests to use the entire surface, up to two team changing rooms where applicable, all spectator seating that is designated as open for use, as well as other common areas of the facility that are open to the public. Use of other facility amenities such as sound system, meeting rooms, etc may be requested in advance by LICENSEE but are not a part of this agreement and no assurance is made either explicitly or implicitly that said amenities will be available for use during the time of the rental ice time.
- AUTHORIZED PARTICIPANTS:** Only LICENSEE'S members, invitees and guests are authorized by this agreement to use the ice surface or team changing rooms during the times covered by this agreement. Use of the facility by anyone other than named LICENSEE, is strictly prohibited. This practice will result in forfeiture of LICENSEE'S right granted herein to use the facility and LICENSEE shall be liable to pay for all contracted ice time that is forfeited as a result of this breach of agreement.
- RENTAL FEES CHARGED:** LICENSEE shall pay an hourly rental fee for the time specified in preceding documents. LICENSEE shall be responsible to pay for all ice times listed in preceding documents regardless of whether or not LICENSEE or its members use any of the times covered by this agreement, except in the instance of a mechanical failure or other occurrence beyond the control of the LICENSEE that prevents the use of the facility for recreational activities. In the case of multiple season rentals, all surface times listed in separate agreements are hereby inclusive of one another and cannot be executed independently. See Rider A attached hereto as to Preferred Times and the Rental Rates to be charged for surface time.
- CANCELLATION:** LICENSEE hereby acknowledges that the reserved surface time in this agreement may be canceled by Licensor due to reasons of mechanical or power failure or other causes beyond the reasonable control of Licensor. LICENSEE shall be excused from performance hereunder only during such times as the surface and ancillary facilities are not provided by LICENSOR as required herein. The cancelling party will provide advance notice of cancellation to the other whenever possible. LICENSEE will be provided the option of selecting make-up hours of their choosing, as available to replace, the canceled hours or a refund for time lost, if LICENSEE paid for those hours in advance and elects not to make up the time.
- LICENSOR'S DUTIES:** LICENSOR'S ice surface duties shall include resurfacing of the ice surface prior to LICENSEE'S use, one resurface per hour reserved (i.e. for two hour high school varsity hockey games, an additional resurfacing will be completed after the second period / for a collegiate game, resurfacing may be provided between periods if time allows) the supply of two goal nets for hockey use if required, and LICENSEE'S use of up to two team changing rooms if requested (LICENSEE must provide a set of car keys or other surety to receive a team room key); pool duties shall include chemical balancing and cleanliness, temperature control and lane structuring; turf duties shall include the supply of two goal nets for soccer, lacrosse or field hockey use if required.

LICENSEE shall be responsible for any articles, belongings, or valuables left unattended or unsecured in team rooms. LICENSEE shall promptly pay LICENSOR for all reasonable costs associated with repairs required as the result of vandalism or abuse of any part of the

facility by LICENSEE along with its members, invitees and guests.

6. **RESERVATION OF RIGHTS:** LICENSOR reserves all rights not expressly granted to LICENSEE, including, but not limited to the right to conduct commercial activities at the facility (such as selling or renting ice skates and accessories, selling of any apparel and services as well as all sales of food and drink). LICENSOR reserves the right to deny or rescind facility use or entry privileges to any person that fails to comply with the posted facility rules and code of conduct.
7. **GENERAL ADMISSION RECEIPTS:** LICENSEE'S use of the facility for any event at which a general or spectator admission fee is charged shall be preceded by at least 30 days notice to the LICENSOR. As to all varsity high school events with spectator admission the Licensee shall pay LICENSOR's reasonable additional janitorial and related costs. The LICENSEE shall be required to pay for surface (pool) time used for the event and shall provide adequate security and pay directly for any police or fire department detail required for such events.
8. **RESPONSIBILITY FOR SAFETY:** LICENSEE shall be responsible to inspect team room before each use and shall make LICENSOR aware of any potential hazards or defects prior to said use. Moreover, LICENSEE shall be responsible to provide and pay for all crowd control and/or security and emergency personnel required by ordinance or deemed reasonably necessary by LICENSOR during the time of use and extending to such time as all LICENSEE members, guests, invitees and visitors have departed the property.
9. **ASSUMPTION OF RISK:** LICENSEE along with its members, invitees and guests using the surface, for any purpose, under this agreement, assumes all risk and danger incidental to the surface activity. These risks and dangers include, but are not limited to tripping, slips, falls, cuts by skate blades, injury from flying pucks in the ice area as well as the spectator areas, hockey sticks, and collisions with other participants.

Licensee for itself and for each of its members and other persons who will use the facilities under or through Licensee hereby accepts and assumes all risks of accident or damage or injury to Licensee or to persons using under it or through it. Licensee for itself and for all its members and persons under it, hereby releases and agrees to hold harmless the Wellesley Sports Center LLC and ESG Associates Inc., its officers, employees, and assignees from injury claim or damage sustained or alleged to have been sustained by any person's by virtue of act or admissions of Licensee or persons using under or through it or its members. Licensee further agrees to provide adequate supervision of all persons using the facilities under and through Licensee.

10. **INSURANCE:** LICENSEE shall purchase and maintain Public Liability Insurance during the full term of this license and provide LICENSOR with a Certificate of Insurance at the time this agreement is executed. The insurance shall name Wellesley Sports Center LLC and ESG Associates Inc., as additional insured. The insurance shall have limits as called for in the LICENSOR Lease with the Town of Wellesley. This insurance policy shall provide 30 days Notice to cancellation or reduction in coverage; surety shall provide LICENSOR with written notice.
11. **PROMOTIONAL ACTIVITY:** LICENSEE shall not conduct any promotional activity or advertise any event at the facility without the prior written consent of LICENSOR. The LICENSEE shall not announce, advertise or in any manner promote a program or activity in connection with this ice reservation until the agreement is executed (including the return of required deposit).
12. **DISPUTE RESOLUTION:** All claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement or breach thereof shall be submitted for resolution to a court of competent jurisdiction in Norfolk County, Massachusetts, unless otherwise agreed by the Parties. No such action shall be brought, however, until the Parties have endeavored to negotiate in good faith any such claim, dispute or other matter in question.
13. **BINDING EFFECT:** This agreement shall be binding upon the LICENSOR and LICENSEE, together with their successors, heirs and assigns.
14. **ENTIRE AGREEMENT:** This agreement may only be modified or amended by a separate written addendum that is signed by both parties and attached to the agreement. Any stricken, additional, or contrary terms and conditions proposed by LICENSEE are expressly rejected by LICENSOR, and shall not become a part of this agreement unless such stricken, additional, or contrary terms are expressly incorporated by addendum issued and signed by the LICENSOR. The entire agreement will not become effective until and unless the agreement is fully signed and executed by a duly authorized agent of LICENSEE and LICENSOR and any and all deposit or payment requests are received.
15. **SEVERABILITY:** If any portion of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court or arbitrator finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
16. **WAIVER:** The failure of either party to enforce any provisions of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.
17. **SCHEDULE:** LICENSOR hereby agrees to allow LICENSEE to use the surface according to the attached Exhibit 1. SCHEDULE
18. **PURPOSE:** For considerations herein provided, LICENSEE agrees to use and pay for same in accordance herewith, and abide by all rules

and regulations of the Management governing the use of the facility for LICENSEE intended purpose.

19. **TERM:** The TERM of this CONTRACT shall be five (5) Years, at which time the parties are free to renegotiate extensions at their choosing.
20. **RENTAL RATE:** LICENSEE shall be charged market rate for use of these facilities, which shall initially be \$30 per hour per lane.
21. **FAILURE TO USE:** Failure of LICENSEE to use the facilities contracted for shall not relieve LICENSEE of the payment obligation therefore, unless released in written notice by LICENSOR or its designee ESG Associates Inc.
22. **DAMAGE:** LICENSOR may inspect the facility, including the locker-room / changing-room facilities to be used by LICENSEE before and after use by LICENSEE or members of LICENSEE's organization. LICENSOR will provide LICENSEE with written notice of any damage to the facility that LICENSOR believes was caused by LICENSEE or members of LICENSEE's organization or invitees and LICENSEE will have the opportunity to inspect and respond to LICENSOR within fourteen (14) days of receipt of said notice. If the Parties agree that the facility was damaged by LICENSEE or members of LICENSEE's organization or if LICENSEE fails to respond to LICENSOR's notice within fourteen (14) days of receipt of such notice, LICENSOR may refer such damage to the LICENSOR's facility management for repair. LICENSEE agrees to reimburse LICENSOR for the reasonable costs of such repairs. If the Parties agree, each acting reasonably, that any damage to the facility was caused by the malicious or reckless behavior of any individual or group within LICENSEE's organization, LICENSOR shall have the right to bar such individual or group from entry to, or participation in, future activities. LICENSEE for itself and each of its members understands that the possession and/or consumption of alcoholic beverages on the grounds or within the facility are strictly prohibited.
23. **LOCKER ROOM:** LICENSEE shall be entitled to use of an in-season locker room facility for each of male and female participants during scheduled pool times and shall also be entitled to the use of in-season Locker Rooms for male and female players of opposing teams during scheduled events at no additional cost.
24. **PROMOTIONAL OPPORTUNITIES:** LICENSOR shall provide LICENSEE a Promotional Inventory list detailing various advertising and merchandising opportunities that LICENSOR shall share revenue generated 50/50 NET with LICENSEE produced by LICENSEE's efforts.
25. **MISCELLANEOUS:**
  - a. LICENSEE agrees that LICENSOR anticipates opening date September 1, 2018.
  - b. This Agreement is being executed pursuant to and in accordance with M.G.L. c. 30B.
  - c. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the LICENSEE, nor any participant with the LICENSEE, shall be personally liable to the LICENSOR hereunder, for the LICENSEE's payment obligations or otherwise, the LICENSOR hereby agreeing to look solely to the assets of the LICENSEE for the satisfaction of any liability of the LICENSEE hereunder. In no event shall the LICENSEE ever be liable to the LICENSOR for indirect, incidental or consequential damages.
  - d. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the LICENSOR, nor any participant with the LICENSOR, shall be personally liable to the LICENSEE hereunder, for the LICENSOR's obligations hereunder, the LICENSEE hereby agreeing to look solely to the assets of the LICENSOR for the satisfaction of any liability of the LICENSOR hereunder. In no event shall the LICENSOR ever be liable to the LICENSEE for indirect, incidental or consequential damages.

IN WITNESS WHEREOF, the parties to this agreement hereto set their hands and seals on the date and year first above written:

LICENSEE: \_\_\_\_\_

LICENSOR: WELLESLEY SPORTS GROUP, LLC  
BY: ESG Associates Inc., its Manager

By: \_\_\_\_\_  
Brian DeVellis, President

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RIDER A TO SURFACE LICENSE AGREEMENT

The LICENSOR shall provide the following:

Preferred pool use time in favor of the Town of Wellesley, its schools, the Wellesley Swim Association, and any successor organizations (collectively, the "Town Pool Users") as provided herein and in the Pool Use Schedule attached hereto as Exhibit Rider A-2. The Town or other Town Pool users, as the case may be, shall be charged market rate for use of these facilities, which shall initially be \$30 per hour per lane. The Pool Use Schedule is established annually on March 15<sup>th</sup> for the following swimming season (which swimming season, for the purposes hereof, is defined as September 1 through the following March 31 of each school year) in the following manner: (i) the Town Pool Users shall be entitled to the same number of hours as the previous year, or fewer if requested by the Town Pool Users, but shall not be entitled to an increase in hours from the previous year without the approval of the Tenant, such approval not to be unreasonably withheld; (ii) March 15 represents a cut-off date by which the Town Pool Users may request a change to the Pool Use Schedule for the following season; and (iii) if no change is requested by March 15, the previous year's schedule shall remain in place for the following season.

Exhibit 1 – SCHEDULE