

## STEP 2

### Town of Middleborough Community Preservation Committee Application for Community Preservation Funding

#### A. COVER SHEET

1. PROJECT NAME: Shoe Shop Place

#### 2. APPLICANT INFORMATION

Project Sponsor or Organization: The Neighborhood Corporation

Contact Person: Dean E. Harrison

Address: 120 Ingell Street

City: State: Zip: Taunton, MA 02780

Daytime Phone: Fax: 508.821.9347 (office) 508.813.1388 (cell) 508.821.3257(fax)

E-mail: Website: [dean@neighborhoodcorp.org](mailto:dean@neighborhoodcorp.org) [www.neighborhoodcorp.org](http://www.neighborhoodcorp.org)

Property Owner (if different from Applicant) Robert P. Carter Trustee

Contact Name: Steve Dixon

Address: 126 Highland Street

City: State: Zip: Middleboro, MA 02346

E-mail:

#### 3. PROJECT INFORMATION

CPA Category (Please check all that apply):

\_\_\_ Open Space # of acres \_\_\_

X Historic Preservation

\_\_\_ Recreation # of acres \_\_\_

X Affordable Housing # of units 24

Project Location/Address: 151 Peirce Street

Middleborough Assessors Map: 50K Block: \_\_\_\_\_ Lot: 4513

Brief Project Description: The historic renovation and rehabilitation of the former Leonard, Shaw and Dean Factory into 24 new rental units.

4. AMOUNT OF CPA FUNDING REQUESTED: \$40,000.00

TOTAL PROJECT COST: \$8,435,368.00

CPA AS PERCENTAGE OF TOTAL PROJECT COST: **0.47%**

#### For CPC Use

Date Received \_\_\_\_\_ Funding Recommendation \_\_\_\_\_

Date Application Deemed Complete \_\_\_\_\_

Public Hearing \_\_\_\_\_

## B. PROJECT NARRATIVE - SEE ATTACHMENT A

To assist the CPC in reviewing your application in a fair, equitable, and efficient manner, please provide a thorough project description, addressing each of the following points in the order indicated. Use separate sheets as needed and number each point to correspond with the section headings below.

1. **Goals and Description:** Provide a detailed project description, including but not limited to:
  - a. Project goals;
  - b. Description of project activities and outcomes and the property involved and its proposed use;
  - c. Indication of how the project is eligible for CPA funding;
  - d. Description of the project applicant and any project partners.
2. **Community Need:** Indicate what community need(s) the project will address and how these are consistent with Town policy and plans. Refer specifically to the Community Preservation Plan, existing Town plans, and/or other publicly vetted priority-setting planning documents. Describe the ways that the project will benefit the Town.
3. **Community Support and Outreach:** Describe the nature and level of support for this project. Show how the project will foster long-term stewardship and generate a community ethic through citizen involvement. Provide information on the methods that will be used to disseminate information on the project and how it will endeavor to encourage and/or serve as a model for other local projects. Submit at least 3 letters, petitions, or other documentations of support.
4. **Credentials:** Identify the members of the project team and their roles, qualifications, and technical expertise. Explain how the project applicant and any partners are qualified to conduct the scope and scale of the proposed project and indicate prior experience with similar projects. Identify the professional standards that will be followed if construction, restoration, or rehabilitation is proposed. Note that historic preservation proposals must include the services of a qualified credentialed preservation professional to oversee all preservation and restoration activity and ensure compliance with Massachusetts Historic Commission standards.
5. **Maintenance and Ongoing Costs:** If ongoing maintenance or other ongoing costs are required for the project, indicate how it will be funded. If no costs are anticipated, the application should include this information
6. **Success Factors:** Describe how the project's success will be measured. Indicate the specific method(s) that will be used to evaluate each project outcome. Identify any significant barriers to complete the projected outcomes and specify how these would be addressed.
7. **Project Permits & Approvals:** Provide documentation as required:
  - a. **Control of Site:** Provide documentation that the applicant has control over the site, such as a Purchase and Sales Agreement, option, or deed. If the applicant does not have site control, explain how public benefits will be protected in perpetuity. If the applicant is not, or will not be, the owner of record, submit a certification of project approval by the owner.
  - b. **Deed Restrictions:** Identify the present owner and attach a copy of the deed up to present owner. In addition, identify the entity that will be holding rights to enforce the restriction. In order for a project's funding to be distributed fully, an applicant must have filed with the CPC a copy of the appropriate deed restriction
  - c. **Hazardous Materials:** Provide evidence that the proposed project site is free of known hazardous materials, or if there are known hazardous materials please indicate the proposed plan for remediation. 3

- d. Environmental Concerns: Identify all known wetlands, floodplains, and/or any natural resource limitation that occur within the project boundaries.
- e. Evidence of Historic Significance [for historic preservation projects]: An applicant must provide evidence that the historic resource is listed or eligible for listing on the Massachusetts State Register of Historic Places or obtain a letter from the Middleborough Historic Commission ["MHC"] that the historic resource is locally significant. The applicant must also obtain a letter from the MHC indicating the MHC has reviewed and endorsed the proposal. The applicant should submit a draft project proposal to the MHC in order to be reviewed at a monthly MHC meeting prior to submission to CPC.
- f. Permitting: Indicate any further actions that will be required to complete the project, such as environmental assessments, zoning or other approvals, agreement on terms of any required conservation, affordability, or historic preservation restrictions, and any other known barriers to moving forward. Present evidence that the project does not violate any zoning ordinances, covenants, restrictions, or other laws or regulations and that the project will expeditiously meet environmental and other permitting requirements, so that on-the-ground activities will begin within the first 12 months after the project's start date. Evidence of consultation with the Conservation Commission, DPW, Park Dept., Planning Board, Historical Commission, Select Board, etc. where applicable, is strongly recommended.

List below any permits needed for the project. Provide copies of permits already acquired. (Applicants are responsible for all costs associated with permitting, including, but not limited to abutter mailings and advertising.)

Name of Permit	Filed (Y/N)	Date Filed	Date Obtained
_____			
_____			
_____			
_____			
_____			
_____			

**C. PROJECT BUDGET, FUNDING, & TIMELINE - SEE ATTACHMENT B**

1. **Project Budget:** State the total budget for this project, and how CPA funds will be spent. Applicants are reminded that they must adhere to the Commonwealth of Massachusetts's Procurement Policy. All non government applicants should review the draft Grant Agreement to ensure that all potential project costs are eligible for CPA funding, e.g. CPA funds may not be used for maintenance.

Provide a detailed itemization of all project expenses, such as personnel, consultants, contracted services, equipment, and supplies. For each item, specify in parentheses how the expense was calculated, e.g. (# of hrs. x cost/hr.) Applicants should obtain quotes for project costs when possible; if not, indicate where cost estimates have been used. For each item, identify whether CPA funds or other funding will be used, and note where applicant and/or partner in-kind contributions will cover non-CPA fundable expenses such as administration.

Use table below or include as a separate attachment.

Expense Item	Total	CPA	Other
TOTAL			

2. **Other Funding:** Describe efforts to secure other funding. Indicate what additional funding sources are available, committed or pending. Include commitment letters, if available. Complete the table below and include applicant and/or partner in-kind contributions.

Source of other funds	Amount	Funding requested (Y/N)	Funding secured (Y/N)

**3. Total Project Funding:**

If the proposal is part of a multi-phase project, please indicate below the projected project costs and funding sources for the additional phases to completion.

<b>Fiscal Year</b>	<b>Total Project Cost</b>	<b>CPA Funds to be Requested</b>	<b>Other Funding</b>
2013	_____	_____	_____
2014	_____	_____	_____
2015	_____	_____	_____
2016	_____	_____	_____
<b>TOTAL</b>	_____	_____	_____

**4. Timeline and Grant Disbursement Schedule:** Provide a detailed schedule for project implementation, including all activities and key milestones. Indicate the total funding as well as CPA and other funding that will be required to complete each activity or milestone.

Project start date: May 2013

Use table below or include as a separate attachment.

<b>Activity</b>	<b>Date Completed</b>	<b>Total Funding</b>	<b>CPA</b>	<b>Other</b>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**D. SUPPORTING DOCUMENTS & APPLICANT CERTIFICATION**

**1. Supporting Documents:** Check off all attachments included:

**A. Minimum Submission Requirements**

**All Projects**

- Support letters [three or more] – **ATTACHMENT H**
- Names and addresses of project architects, contractors, and/or consultants  
**ATTACHMENT I**
- For projects on Town property: Letter of approval from Town Manager and/or appropriate department head
- Non-CPA funding commitment letters - **ATTACHMENT J**

**Historic Preservation Projects**

For Historic Preservation Projects:

- Evidence property/site is on State Register of Historic Places or is eligible for the State Register, OR - **ATTACHMENT F**
- Middleborough Historic Commission (MHC) letter of certification of significant historical, archeological, architectural, and/or cultural value.
- Letter from the MHC indicating the project proposal has been reviewed and endorsed by the MHC. - **ATTACHMENT F**

**Projects that include acquisition and/or rehabilitation of land, buildings, and other real property**

- Evidence of Site Control [Purchase and Sales Agreement, Option, Deed, License, Lease, etc.] **ATTACHMENT D**
- Appraisal [for acquisitions]
- Assessor's map showing location of the project - **ATTACHMENT K**
- Permits already obtained - **ATTACHMENT G**

**B. Additional Supporting Documents**

- Photographs, renderings, or design plans, if applicable - **ATTACHMENT L**
- Preliminary architectural plans and specifications for new construction or rehabilitation, if applicable - **ATTACHMENT M**
- Historic structure report or existing condition reports - **ATTACHMENT N**
- Other information or documents. Please list.

**2. Applicant Certification**

I hereby certify that the foregoing and attached information is true and accurate to the best of my knowledge. I further certify that I have reviewed the attached Community Preservation Fund Appropriation Payment, Accounting & Procurement Policy and for non-government applicants, the attached draft Grant Agreement and hereby affirm that if the foregoing application is funded, the applicant is prepared to execute and abide by the terms of these documents.

Applicant's Name 

By Authorized Representative DEAN E. HARRISON, EXECUTIVE DIRECTOR

Date: 11/1/2012

**E. CERTIFICATE OF AUTHORITY & LIST OF OFFICERS AND DIRECTORS**

**GRANT AGREEMENT #:**

**APPLICANT: The Neighborhood Corporation**

I hereby certify that I am the Clerk/Secretary of: The Neighborhood Corporation  
*(Print Name of Corporation)*

and that Dean E. Harrison is the  
*(Print name of Officer who signs the Grant Agreement)*

duly elected of said corporation; Executive Director  
*(Print title of Officer who signs the Grant Agreement)*

and that September 19, 2012 on at a duly authorized meeting of the Board of Directors  
*(date of Meeting)*  
of said Corporation, at which a duly authorized quorum of the Directors were present and  
acting, or waived notice, that Dean E. Harrison  
*(Print name and title of Officer signing Grant Agreement)*

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf  
of said corporation, and affix it Corporate Seal thereto, and such execution of any contract of obligation  
in this corporation's name on its behalf, with or without the Corporate Seal, shall be valid and binding  
upon this corporation; and that the above vote has not been amended or rescinded and remains in full  
force and effect as of the date set forth below.

Attest: \_\_\_\_\_

*(Signature of Clerk/Secretary)*

Name: Alison Robles

*(Printed or typed name of Clerk/Secretary)*

Date: October 30, 2012

NOTE: THE DATE OF THE VOTE AUTHORIZING OFFICER TO SIGN GRANT AGREEMENT  
MUST BE BEFORE THE DATE THE OFFICER ACTUALLY SIGNS THE GRANT AGREEMENT.  
THIS CERTIFICATE MUST ALSO BE EXECUTED BEFORE THE OFFICER SIGNS THE GRANT  
AGREEMENT. PLEASE ATTACH A LIST OF OFFICER AND DIRECTORS OF THE  
CORPORATION

- This Form is to be used by corporations, trusts and associations who are applying for CPA Funds.



## THE NEIGHBORHOOD CORPORATION

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### Board of Directors 2011-2012

Lawrence Silvia, *President*

Joseph Norte, *Vice President*

Michael Mattos, *Treasurer*

Alison Robles, *Clerk*

Judy Bigelow-Costa

Stacia Brackett

Barbara Cardoza

Julie Chapman

Rosanne Dupont

Kalliopi Karageorgos

John McCaul

Thomas Percy

Lois Sacco

Richard Shafer

Carl Sylvester

William Tokarz

Steven Turner

Mary Fraga, *Charter Member*

Al Machado, *Charter Member*

Honorable Patricia Haddad (State Representative, Weir Area), *Ex- Officio*

Dean E. Harrison, *Executive Director*

Niko Phillips-Dias, *Community Relations Director*

Jennie Strojny, *Financial Manager*



**F. STATE TAX CERTIFICATION**

**GRANT AGREEMENT #:**

**APPLICANT: The Neighborhood Corporation**

Pursuant to Massachusetts General Laws Chapter 62C, Section 49A, I certify under the penalties of perjury that, **The Neighborhood Corporation**  
*(name of Recipient receiving the Grant)*

to the best of my knowledge and belief, has filed all Massachusetts tax returns and paid all Massachusetts and Town of Middleborough Taxes and Fees as required under law.

Signature:  \_\_\_\_\_

Name of Recipient: **The Neighborhood Corporation**

Federal Tax ID # or Social Security #: 22-2506850

Date: November 1, 2012

**G. AFFADAVIT**

**GRANT AGREEMENT #:**

**APPLICANT: The Neighborhood Corporation**

I, Dean E. Harrison, under the penalties of perjury do hereby state and affirm that:

1. On November 1, 2012, I signed the attached Project Submission & Application For Funding (hereinafter "the Application") seeking funding from the Town of Middleborough's Community Preservation Fund as the Authorized Representative of

**The Neighborhood Corporation** (hereinafter "the Applicant" ); and

2. Neither I, nor the Applicant, nor any person or entity who would receive funding as a result of the Application has ever been convicted of:

- (a) a crime involving the willful and malicious setting of a fire, or
- (b) a crime involving the aiding, counseling, or procuring of a willful and malicious setting of a fire, or
- (c) a crime involving the fraudulent filing of a claim for fire insurance; and

3. Neither I, nor the Applicant, as of this date, owe the Town of Middleborough any monies in the form of previously incurred real estate taxes, water/sewer charges, motor vehicle excise taxes, personal property taxes, parking tickets or any other indebtedness, or

4. I owe \$ 0.00, (please state dollar amount and source of indebtedness - if nothing owed insert \$0.00), and if delinquent,

- \_\_\_\_\_ I have filed in good faith, an application for an abatement of such amount which is pending, or
- \_\_\_\_\_ a petition before the Appellate Tax Board is pending, or
- \_\_\_\_\_ an Installment Payment Agreement with the treasurer of the Town which is current and not in default; and

5. Neither I, nor the Applicant, nor any person who would gain equity as a result of funding of the project described in the Application, has ever been convicted of violating any code, statute or bylaw regarding conditions of human habitation within the last three (3) years; and

6. Neither I, nor the Applicant, nor any person who would gain equity as a result of funding the project described in the Application, has ever been the owner of any property in the Town of Middleborough for which the Town has foreclosed the right of redemption as a result of failure to pay real estate taxes, water/sewer charges or any other indebtedness .

7. Neither I, nor the Applicant, nor any person who would gain equity as a result of funding the project described in the Application nor any person who would gain equity in the project described in the Application, is employed by the Town, or a member of a Board or Commission of the Town of Middleborough or if so:

- (a) In what capacity?

(b) In what department?

I understand that in the event any of the foregoing statements are untrue, all CPA funding of the project described in the attached Project Submission & Funding Request will be forfeited and if any monies have been distributed pursuant to Town Meeting approval of this Funding request, then all such sums shall be immediately due and payable to the Town of Middleborough.

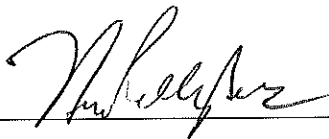
The undersigned swears under the penalties of perjuries that this Affidavit is complete and accurate in all respects.

SIGNATURE 

PRINT OR TYPE NAME: Dean E. Harrison

ADDRESS: 120 Ingell Street, Taunton, MA 02780

TELEPHONE #: 508.821.9347

WITNESS 

- This Affidavit must be signed by the individual(s) or organizations(s) applying for Community Preservation Funding. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized representative of that corporation or legal entity.

## H. MEMORANDUM OF UNDERSTANDING

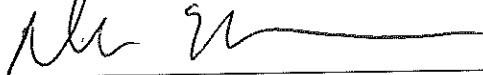
**GRANT AGREEMENT #:**  
**APPLICANT:**

I understand that there are certain conditions and responsibilities involved in receiving CPA funding.

My signature below indicates that I have read the following conditions and agree to follow them if my application is recommended to and approved by Town Meeting:

1. I understand that the funding process follows procedures described in the Community Preservation Act, M.G.L. Ch. 44B and that this places certain restrictions on how payments may be made.
2. In order to acknowledge the Community Preservation Act, and thus the contributions of the Middleborough taxpayers, I will:
  - Order, pay for and place a temporary "Community Preservation Works" sign or banner in front of the project. The Community Preservation Committee will provide the approved design. Approximate cost for the banner is generally \$250 - \$300.
  - Acknowledge the contributions of the Community Preservation Act in all press releases, newsletters, and other publicity.
  - Include recognition of the Community Preservation Act if a permanent plaque or sign is placed on the project.
3. If requested, I will supply the Community Preservation Committee with quarterly financial up-dates on the project.
4. I acknowledge that a deed restriction may be required. If needed, I will assist in the process of obtaining the required deed restriction to help protect the property in perpetuity.

Dean E. Harrison  
Print Name

  
Signature

November 1, 2012  
Date

**ATTACHMENT A**

**PROJECT NARRATIVE**

**TOWN OF MIDDLEBOROUGH  
APPLICATION FOR  
COMMUNITY PRESERVATION ELIGIBILITY**

**PROJECT NARRATIVE**

Shoe Shop Place is the planned historic renovation and rehabilitation of the former Leonard, Shaw and Dean Shoe Factory located at 151 Peirce Street in the downtown neighborhood. The factory is a compilation of three, three-story wood frame buildings constructed between 1896 and 1911. Constructed in a U-shaped plan the buildings have low-pitched roofs, stone foundations, long band of double-hung, six-over-six wood sash windows (many of which have been removed) and a wood overhang cornice. The building designed and housed the Leonard, Shaw and Dean Inc. who was one of the two largest shoe manufacturers in the community. Shoe production was Middleborough's biggest industry at the turn of the 20<sup>th</sup> century and continued at this site until the late 1930's. At the height of production, the factory employed 150 workers. The factory was sold to Winthrop Atkins Company, was used to manufacture photo mounts and then advertising products. The Bays State Specialty Company moved into the factory in 1950 and operated there until 2001. The building has sat vacant since then and has been a blight on the surrounding residential neighborhood just north of the town's center.

The rehabilitation of the Leonard, Shaw, and Dean Shoe Factory will create much needed units of affordable rental housing. This building which has an elevator will provide easy access for elderly and handicapped. Proposed plans included the removal of asbestos siding and replacing with new siding, removing a few small, post 1949 structures and adding about 2400 square feet of new construction on existing out-building footprints and the replacement of missing windows with historically accurate replicas. The project has received approval for both Part I and Part II from the Massachusetts Historical Commission and the National Park Service. The Massachusetts Historical Commission has awarded \$900,000 of State Historic Rehabilitation Tax Credits. The project is eligible for Federal Historic Rehabilitation Tax Credits so all work will be compliant with the Secretary of Interior's Standards for Rehabilitation.

The rehabilitation and adaptive reuse of the factory will remedy long-blighted buildings in the neighborhood, provide high-quality affordable housing and will preserve a part of Middleborough's industrial heritage. The project also conforms to the town's smart growth plans as it is within walking distances to downtown and has easy access to the commuter rail. In addition, it will create approximately 30 construction jobs and 3 permanent jobs with an overall \$8 million investment into the community. The project has received an approved comprehensive permit from the Town.

- 1. Goals and Description:** The project goals are the planned historic renovation and rehabilitation of the former Leonard, Shaw and Dean Shoe Factory located at 151 Peirce Street in the downtown neighborhood. The rehabilitation and adaptive reuse of the factory will remedy long-blighted buildings in the neighborhood, provide high-quality affordable housing and will preserve a part of Middleborough's industrial heritage.

Proposed plans included the removal of asbestos siding and replacing with new historically approved clapped siding, removing a few small, post 1949 structures and adding about 2400 square feet of new construction on existing out-building footprints and the replacement of over 90% of the missing windows with historically accurate replicas. The rehabilitation of the Leonard, Shaw, and Dean Shoe Factory will create much needed units of affordable rental housing. This building which has an elevator will provide easy access for elderly and handicapped.

The Shoe Shop Place project is eligible for CPA funding per the Town of Middleborough Community Preservation Committee, Application for Community Preservation Funding Guideline A. Definitions and Allowable Purposes. More specifically, the purpose of the project under the guidelines will acquire, preserve create, support and rehabilitate and restore.

The project applicant is The Neighborhood Corporation which a 501 (C) (3) nonprofit Community Development Corporation (CDC). The mission of the Neighborhood Corporation is to address community and economic development needs, especially those of moderate and low income families and individuals, in the Greater Taunton area. The focus of the Neighborhood Corporation is towards, neighborhood revitalization, creating affordable housing opportunities, commercial revitalization, the removal of slums and blight conditions, increasing employment opportunities for low-income persons, promoting small business growth, fostering community safety, youth leadership, environmental protection, and neighborhood empowerment.

- 2. Community Need:** The Shoe Shop project will address the community needs outlined in the Community Preservation Plan. More specifically the project will meet a number of the goals under Historic Preservation and Affordable Housing.

Regarding Historic Preservation, the project will address the following goal:

Goal 1: Acquire, preserve, rehabilitate and/or restore and provide permanent protection for historic, cultural, architectural or archaeological resources of significance, especially those that are threatened

Since the involvement by the Neighborhood Corporation on the project, the property has received approval for both Part I and Part II from the Massachusetts Historical Commission and the National Park Service. The Massachusetts Historical Commission has awarded \$1,100,000 of State Historic Rehabilitation Tax Credits. The project is eligible for approximately 1,238,600 of Federal Historic Rehabilitation Tax Credits so all work will be consistent with the Secretary of Interior's Standards for Rehabilitation.

Regarding Affordable Housing, the project will address the following goals:

Goal 1: Meet local housing needs among eligible low and moderate incomes, while promoting diversity and the stability of individuals and families living in Middleborough.

Goal 3: Ensure that new community housing is harmonious with the existing community.

Goal 4: Maintain the rural, residential and historic character of the town.

Goal 5: Work towards meeting the 10% State 40B standard for community housing.

Goal 6: Leverage other public and private resources to the greatest extent possible.

Shoe Shop Place has received a "friendly" comprehensive permit from the Middleborough Zoning Board of Appeals for the development of 24 rental units which allows all the units to be counted towards the Town's 10%. Currently the project has secured the following additional resources;

- Massachusetts Historical Commission has awarded \$1,100,000 of State Historic Rehabilitation Tax Credits.
- Federal Historic Rehabilitation Tax Credits in the amount of approximately \$1,238,600.
- Greater Attleboro Taunton HOME Consortium has awarded \$100,000 of Federal HOME funds.

In addition to the Community Preservation Plan, the Shoe Shop project is consistent with other town planning documents, including but not limited to the Master Plan, Community Development Plan, Historic Preservation Plan, Affordable Housing Plan and Housing Production Plan.



**3. Community Support and Outreach:** Shoe Shop Place has enjoyed tremendous support from the local community, town, state, and federal officials. Please find support letters from the following:

- Town of Middleborough, Charles J. Cristello, Town Manager and Jane M. Kudcey, Office of Economic and Community Development
- Judy Bigelow-Costa, President, Middleborough on the Move
- Greater Attleboro/Taunton HOME Consortium
- Congressman Barney Frank
- State Senator Marc R. Pacheco
- State Representative Patricia Haddad

The Town of Middleborough has supported the rehabilitation of the Shoe Shop Place Mill conversion from the beginning. The Town approved a “Friendly” Comprehensive Permit to convert the Mill into a 30-unit condominium development and has approved an amendment to the permit to allow our proposed project of a 24-unit rental development. During the permitting process there were numerous public hearings to solicit input from the neighbors and the surrounding abutters which resulted in changes and modification to the original proposals. Also, the project has been presented to the public and the community at various public meetings held by the Historic Commission, Community Preservation Committee and the Greater Attleboro HOME Consortium. The following Town departments and community organization have provided input and been part of the outreach for the project.

- Office of Economic and Community Development
- Middleborough Historic Commission.
- Planning Department
- Building Commission
- Middleborough On the Move
- Greater Attleboro Taunton HOME Consortium

In addition, the Town of was also instrumental with having the Neighborhood Corporation become involved in the project in the first place. After the Town realized that the project was not proceeding under the proposed 30-unit condominium because the current developer’s were having difficulty obtaining the necessary financing, the Director of the Office of Economic and Community Development contacted the Neighborhood Corporation to become involved with the development. Furthermore, they were involved in the initial meeting between the previous developer and the Neighborhood Corporation.

4. **Credentials:** The project applicant is The Neighborhood Corporation which a 501 (C) (3) nonprofit Community Development Corporation (CDC). The mission of the Neighborhood Corporation is to address community and economic development needs, especially those of moderate and low income families and individuals, in the Greater Taunton area. The Neighborhood Corporation has undertaken integrated approaches towards redeveloping and revitalizing neighborhoods. Accomplishments include:

- **Robertson on the River Mill Conversion**, the \$15-million redevelopment of an historic mill located on the Taunton River. Construction of 64 units of affordable housing and 18,000 SF of small business incubator space was completed in October 2005. The Project won the National Park Service award for Historic Preservation.
- **Baron Lofts**, the reuse and redevelopment of the blighted Baron Brother Furniture building in downtown Taunton. The rehabilitation into 6 mixed-income loft style units, art gallery and office space. The investment in the project is in excess of \$1.5 million. The development was completed in October 2012
- **Weir Riverfront Park**, developed where abandoned hazardous lots once stood. The Neighborhood Corporation developed the Park's design, obtained funds and donations for its construction, and members committed hundreds of volunteer hours to the project.

In addition, the Executive Director of the Neighborhood Corporation has over 24 years in the real estate development and financing. He has experience in the historic renovation and rehabilitation of abandoned building. (see attachment C)

We have retained a historic consultant, Dianne L. Siergiey who has extensive expertizes on Historic Preservation. Ms. Siergiey has been a preservation planner since 1979 and a preservation and development consultant since 1982. Clients have included Massachusetts municipalities, state agencies, both for-profit and not-for profit, private developers and historical societies. Her special expertise is to combine common historic preservation planning mechanisms, including historic surveys and National Register nominations with various incentives including historic preservation tax credits and low income housing tax credits.

She has completed community-wide surveys and inventories of historic and cultural resources in Leominster, Winchendon, Ashburnham, Whately and Eastham, Massachusetts and area surveys in Lawrence, Salem, Conway, Groveland and Acton, Massachusetts. Having established a successful relationship with community leaders in Leominster and Winchendon, National Register nomination projects were devised on the basis of Ms. Siergiey's recommendations. In these and other cases, she was retained to complete the task. Dianne L. Siergiey has also been contracted to undertake survey work by the Massachusetts Historical Commission.

She has been instrumental on the Shoe Shop Place project by completing the requirements necessary to obtain the Part 1 and Part 2 approvals from the Massachusetts Historic Commission and the National Park Service and. She will be responsible for the preservation and restoration activity during construction and the completion of Part 3. Her resume and credentials are included in attachment C.

- 5. Maintenance and Ongoing Costs:** The proposed development has sources from the development and operating budgets available for the future maintenance of the historical nature of the building .
- 6. Success Factors:** The success of the project will be measured by completing the project and obtain the Certificate of Occupancy from the Town of Middleborough. Also, upon receipt of Part 3 from Massachusetts Historical Commission and the National Park Service. Part 3 will confirm that all the construction and rehabilitation complies with the Secretary of Interior's Standards for Rehabilitation.
- 7. Project Permits and Approvals:**
  - a. Site Control – The applicant has an executed Purchase and Sales Agreement with the current owner. (see attachment D)
  - b. Deed Restriction – The applicant will purchase the property prior to any of the CPC funds being disbursed. At that time the applicant will provide a new deed with the current ownership and a proper deed restriction.
  - c. Hazardous Materials – See the attached information from the Environmental Site Assessment. (see attachment E)
  - d. Environmental Concerns – There are no wetlands, floodplains, and/or any natural limitations that occur within the project boundaries.
  - e. Evidence of Historic Significance – Attached are the following to support the project as historic significant. (see attachment F)
    - National Park Service – Part 1
    - National Park Service – Part 2
    - Letter from Middleborough Historic Commission
  - f. Permitting – There are no further permitting approvals required from Local, State or Federal Agencies. As previously stated, the project has an approved Comprehensive Permit from the Zoning Board of Appeals. In addition, the project has letter from the local building commissioner regarding the ready to issue building permit for the project. (see attachment G)

**ATTACHMENT B**

**PROJECT BUDGET, FUNDING AND**

**TIMELINE**

**TOWN OF MIDDLEBOROUGH  
APPLICATION FOR  
COMMUNITY PRESERVATION ELIGIBILITY**

**PROJECT BUDGET, FUNDING AND TIMELINE**

- 1. Project Budget:** The CPC funds will be used to cover a portion of the construction costs that are project eligible and that are directly related to the historic rehabilitation and renovations. (see attachment B)
  
- 2. Other Funding:** The applicant has been able to secure additional funding to complete the project which includes the Historic Tax Credit Equity, LIHTC Equity, Local HOME funds, Construction Loan and Permanent Loan. (see attachment B)
  
- 3. Total Project Funding:** The proposal is not part of a multi-phase project and all CPC funds will be disbursed within one fiscal year (2013).
  
- 4. Timeline and Grant Disbursement Schedule:** The proposed timeline for the applicant to acquire the land, complete historic rehabilitations and renovations, obtain Certificate of Occupancy, and obtain Part 3 approval from the National Park service is anticipated to be completed within 18 months from the date of acquisition. (see attachment B).

<b>LEONARD, SHAW &amp; DEAN SHOE FACTORY/SHOE SHOP PLACE</b> <b>CPC APPLICATION</b> <b>TOWN OF MIDDLEBOROUGH</b> <b>DEVELOPMENT PROFORMA - USES OF FUNDS</b> <b>NOVEMBER 1, 2012</b>	<b>24 UNITS</b>
--	-----------------

<u>USES</u>	<u>Project Total</u>	<u>CPA</u>	<u>OTHER</u>
<b><u>Acquisition</u></b>			
Land - Estimated Value	95,000		95,000
Carrying Cost	50,000		50,000
<u>Building - Residential</u>	<u>600,000</u>		<u>600,000</u>
Subtotal: Site Acquisition Expense	<b>\$ 745,000</b>		<b>\$ 745,000</b>
<b><u>Construction</u></b>			
Direct Construction - Residential	\$ 4,805,505	\$ 40,000	\$ 4,765,505
Number of Square Feet	30,000		
Cost per Square Foot	\$160		
<u>Construction Contingency</u>	10.00% <u>480,550</u>	<u>0</u>	<u>480,550</u>
Subtotal: Construction Costs	<b>\$ 5,286,055</b>	<b>\$ 40,000</b>	<b>\$ 5,286,055</b>
<b><u>General Development Costs</u></b>			
Architect & Engineering (Site & Civil)	255,000		255,000
Permits & Surveys - ALTA Survey	240,000		240,000
Environmental Engineer/Site Investigation	25,000		25,000
Legal - Borrower	200,000		200,000
Title & Recording	60,000		60,000
Accounting & Cost Cert.	30,000		30,000
Marketing & Rent-up	70,000		70,000
Real Estate Taxes During Construction	25,000		25,000
Insurance - Property, Liability, Builder's Risk	75,000		75,000
Appraisal & Market Study	10,000		10,000
Construction Interest	150,000		150,000
Historic Preservation Consultant	25,000		25,000
Inspecting Engineer (Lender)	20,000		20,000
Fee: Construction Lender/Bridge Financing	50,000		50,000
Fee: DHCD	38,000		38,000
Capitalized Oper. & Debt Reserve	68,477		68,477
Other: Personal Property	45,000		45,000
Other: Rent-up Deficit	90,000		90,000
<u>Soft Cost Contingency</u>	<u>50,000</u>		<u>50,000</u>
Subtotal: General Development Costs	<b>\$ 1,526,477</b>		<b>\$ 1,526,477</b>
<b>Subtotal: Acquisition, Construction &amp; GDC</b>	<b>\$ 7,557,532</b>		<b>\$ 7,557,532</b>
<b><u>Other Project Expenses</u></b>			
Development Consultant	75,000		75,000
Developer Profit	401,328		401,328
<u>Developer Overhead</u>	<u>401,328</u>		<u>401,328</u>
Subtotal: Developer's Proceeds	<b>\$ 877,656</b>		<b>\$ 877,656</b>
<b>TOTAL DEVELOPMENT COSTS</b>	<b>\$ 8,435,188</b>	<b>\$ 40,000</b>	<b>\$ 8,435,188</b>

LEONARD, SHAW & DEAN SHOE FACTORY/SHOE SHOP PLAC 24 UNITS  
 CPC APPLICATION  
 DEVELOPMENT PROFORMA - SOURCES OF FUNDS  
 NOVEMBER 1, 2012

<u>SOURCES OF CAPITAL</u>	<u>TOTAL</u>	<u>Funding Requested</u>	<u>Funding Secured</u>
Amortizing Debt			
MHP Fund	1,500,000	Yes	Yes
Subsidized Debt			
Local HOME (Greater Attleboro/Taunton HOME Consortium)	100,000	Yes	Yes
Local CPA Funds	40,000	Yes	No
<u>Affordable Housing Trust Fund</u>	<u>647,550</u>	Yes	No
Subtotal - Subsidized Debt	787,550		
Developer's Funding			
Federal Low Income Housing Tax Credit	3,985,200	Yes	Yes
Massachusetts Historic Tax Credits	924,000	Yes	Yes
<u>Federal Historic Tax Credit</u>	<u>1,238,438</u>	Yes	Yes
Subtotal - Tax Credit Equity	6,147,638		
<b>TOTAL SOURCES OF CAPITAL</b>	<b>8,435,188</b>		

**LEONARD, SHAW & DEAN SHOE FACTORYISHOE SHOP PLACE 24 UNITS**

**CPC APPLICATION**

**TOWN OF MIDDLEBOROUGH**

**DEVELOPMENT PROFORMA - TIMELINE AND GRANT DISBURSEMENT**

**NOVEMBER 1, 2012**

**Development Schedule:**

	Date Completed	Total Funding	CPA	Other
Application Date	11/1/2012	0	0	0
Acquisition/Construction Loan Closing	05/2013	1,956,624	0	1,956,624
Construction Start	05/2013	264,303	0	264,303
50% Construction Completion	12/2014	2,378,725	40,000	2,338,725
Construction Completion	04/2014	2,410,160	0	2,410,160
Certificate of Occupancy	06/2014	416,951	0	416,951
National Park Service - Part 3	07/2014	340,627	0	340,627
Sustained Occupancy	09/2014	372,062	0	372,062
Permanent Loan Closing	11/2014	295,736	0	295,736
		<b>\$ 8,435,188</b>	<b>\$ 40,000</b>	<b>\$ 8,395,188</b>



**ATTACHMENT C**

**APPLICANT'S/ HISTORIC  
CONSULTANT'S CREDENTIALS**

# The Neighborhood Corporation Overview 2012

## ORGANIZATION OVERVIEW

### Mission Statement

The Neighborhood Corporation is a nonprofit Community Development Corporation (CDC). The mission of the Neighborhood Corporation is to address community and economic development needs, especially those of low-income families and individuals, in the Greater Taunton area. The focus of the Neighborhood Corporation is towards creating affordable housing opportunities, commercial revitalization, the removal of slums and blight conditions, increasing employment opportunities for low-income persons, promoting small business growth, fostering community safety, youth leadership, environmental protection, and neighborhood empowerment.

### About the Neighborhood Corporation

Founded in 1979 by a small group of neighborhood residents concerned about the neglected status and image of Taunton's Weir Village, the Neighborhood Corporation (formally named the WEIR Corporation) has undertaken integrated approaches towards redeveloping and revitalizing the neighborhood. Accomplishments include:

- **Robertson on the River Mill Conversion**, the \$15-million redevelopment of an historic mill located on the Taunton River. Construction of 64 units of affordable housing and 18,000 SF of small business incubator space was completed in October 2005. All residential and commercial spaces are currently rented at full capacity.
- **Weir Riverfront Park**, developed where abandoned hazardous lots once stood. The Neighborhood Corporation developed the Park's design, obtained funds and donations for its construction, and members committed hundreds of volunteer hours to the project.
- **Village Townhouses Affordable Homeownership Project**. In December 2006, the Neighborhood Corporation purchased a blighted, six-unit multi-family building located in Taunton's Weir Village, reconstructed on the site five townhouse-style condominiums affordable to first-time homebuyers. All five condominiums sold to first-time homebuyers as of March 2009.

In addition, the Neighborhood Corporation has taken a leadership role on many projects which enhance quality of life and promote economic growth in the community, including administration of **Façade Improvement Grants**, sponsorship of an **Historic Mural, Signage, and Lamppost Banners** in the Weir Village commercial district, advocacy for a **Community Police Substation**, awarding of annual **Neighborhood Corporation Scholarships** to college-bound seniors, and organization of the **Taunton River Festival**, a popular annual event attended by thousands of residents and visitors.

# The Neighborhood Corporation Overview 2012

## Housing Activities Narrative 2012

### *Baron Brother Lofts: 6 unit mixed-income rental development and Art Gallery, Taunton, MA:*

The Neighborhood Corporation most recent endeavor in downtown Taunton is the ***Baron Lofts, containing 6 mixed-income rental units, art gallery, office space, urban plaza and off street parking.*** The Neighborhood Corporation (TNC) in partnership with Taunton Business Improvement District (BID) has targeted the downtown area, specifically, vacant blighted buildings that will directly impact the revitalization of the core of the city of Taunton. Prior to the acquisition in December 2011, the Baron Brother Furniture building, located at 8 Trescott Street, had been vacant and boarded up since 2005 and the adjacent lot on 32 Main Street, has been blighted and overgrown with vegetation since a fire destroyed the building in the late 1990s. The Baron Lofts is the first private investment of new mixed-used development in many years and is seen as a catalyst to the long-term revitalization of downtown Taunton. The residential component consists of a mix of affordable and market rate units which are providing much needed "work force" housing to the downtown area. The project consists of the creation of 5 one-bedroom urban loft-style apartments on the second floor and 1 one-bedroom handicap accessible unit on the first floor. The commercial space on the first floor will host the downtown's first art gallery and studio space and the balance consisting of office space. The project is a keystone for the long term vision of "work force" housing and the creative economy movement the City of Taunton. The investment in the project is in excess of \$1.5 million.

Funding for Baron Lofts was through a combination of funding from conventional bank financing thru Bristol County Saving Bank, Neighborhood Stabilization Program (NSP) funds thru Massachusetts Housing Investment Corporation (MHIC) and Taunton/Attleboro HOME Consortium funding. Malloch Construction and Clearwater Architects are members of the development team working with TNC and the BID on the project. The construction of the Baron Lofts was completed in September 2012 with residential and commercial occupancy in October 2012.

### *Shoe Shop Place, Middleboro, MA:*

Shoe Shop Place is located just off Main Street in downtown Middleboro, MA. The property is currently a three story vacant mill building set in the middle of a residential block. It is a blighted property in the neighborhood of Middleboro and has had a negative impact on the economic revitalization of the neighborhood. The Neighborhood Corporation currently has a purchase and sale on the property and working with a private developer to partner in the development of the property to create 24 one, two and three bedroom affordable units. A friendly comprehensive permit for rental units was approved by the town of Middleborough's zoning board of appeals. The project has been awarded \$1,100,000 in Massachusetts Historic Tax Credits. In addition, the project has received federal historic approval from the National Park Service. The project has received approval from DHCD to submit for funding in One-Stop Funding Round for fall 2012.

## The Neighborhood Corporation Overview 2012

### ***Greening a Brownfield-(former Nu Brite Facility) Redevelopment, Taunton, MA:***

The Neighborhood Corporation has been pursuing the redevelopment the former Nu Brite property of several years. The former owners were not interested in development of the property and were uncooperative in effective cleanup of the property. We were able to gain site control in 2007, and have been working with EPA and Mass DEP to complete the appropriate cleanup of this brownfield property. The clean-up efforts have been completed through funding from the Neighborhood Corporation and EPA grants on 4 of the 5 parcels. The 5<sup>th</sup> parcel is scheduled to be completed by Spring 2013. Our vision for reuse development is to model a green design focus for this affordable housing effort.

Currently, we are working with a L.E.E.D certified architect firm to have an integrated green design strategy for this project. We will pursue LEED for Homes and LEED for Neighborhood Development certification. The environmentally clean portion of the land has been sub-divided for development of housing on the residential portion of the property. The project would create 12 new affordable rental units with a focus on tracking energy usage post development to quantify benefits in making affordable housing cost effective for renters post development.

***Downtown Taunton-Union Block Redevelopment:*** Based on the Downtown Taunton Redevelopment Study in 2009 (study focused on housing projects that benefit the revitalization of downtown Taunton with a priority for the rehab and conversion of former second-floor downtown retail space into apartments.). Currently we have received zoning approval, completed the proposed conceptual plans, submitted pre-application for funding and completed the environmental review for the development. Over the next year we will continue with predevelopment work to create approximately 30 new affordable housing units and 15,000 square feet of commercial space within the Union Block. This development will be in partnership with Taunton Business Improvement District (BID) given the projects location in the center of downtown Taunton.

### ***Downtown Taunton Acquisition and Rehabilitation Initiative:***

This new initiative was created in partnership with the Taunton Business Improvement District (BID) to focus on foreclosed, vacant and distressed properties in the downtown district for acquisition and rehabilitation for quality rental and first time home buyers. Most recently, we have been award a \$211,000 grant from the Massachusetts Attorney General's Office, under the HomeCorps Partnership, Municipal and Community Restoration Grant in. The Grant will help to support the initiative in creating additional housing units in Taunton.

**Dean E, Harrison**  
212 Fisher Street, 6A  
North Attleborough, MA 02760  
508.316.1467 (home)  
508.813.1388 (cell)

**SKILL SUMMARY**

Senior manager with extensive experience in real estate development. Skilled in securing federal, state, and local regulatory land-use approvals. Experienced in obtaining financing for multifamily housing from financial institutions and investment partners. Excellent background in design, construction, scheduling, and budgeting.

**EXPERIENCE**

(2009 -Present)

**The Neighborhood Corporation, Taunton, MA**

*Executive Director*

- Responsible for the overall administration of the Corporation.
- Directing its daily operation, and executing the directives and policies of the Board.
- Serves as the chief program administrator and project manager, which includes overall management of CDC finance administration, staff management, operational budgets, and fundraising and reporting to the Board of Directors.
- Duties include strategic plan development, housing pipeline development, and financial feasibility studies as well as housing development program management.

(2004 -2009)

**Dean E. Harrison, Consultant, Wrentham, MA**

*Owner*

- Provide consulting to newly form 501 (c) (3) regarding the planning development and financing affordable housing opportunities.
- Acquire and permit real estate developments in the Commonwealth.
- Negotiate, analyze, and underwrite real estate development through various State agencies and financial institutions.
- Provide consulting services to developers, and governmental bodies regarding zoning, financing and monitoring of affordable housing using various State Housing programs.

(1994-2004)

**The Gatehouse Companies, Mansfield, MA**

*Vice President*

- Managed and monitored ongoing real estate division regarding the developing and financing of multifamily housing totaling over \$206 million.
- Negotiated, analyzed, and underwrote real estate transactions for various investment partners and financial institutions.
- Underwrote financing of multifamily housing developments utilizing multiple federal and state housing subsidies.
- Generated narrative and financial reports for distribution to State agencies, financial institutions and equity partners.

(1988-1994)

**Rhode Island Housing and Mortgage Finance Corporation, Providence, RI**  
*Assistant Development Officer*

- Review, analyze, and underwrite tax credit proposals seeking resources through the state's competitive funding cycle under its Qualified Allocation Plan.
- Provide technical assistance to developers, property managers, and other quasi-public agencies and governmental bodies regarding program guidelines and industry practices.
- Compile and complete required IRS documentation to ensure accurate and timely compliance with Section 42 of the Internal Revenue Code.
- Perform administrative tasks associated with monitoring program activity to protect the state's annual tax credits allocation.

**EDUCATION**

**UNIVERSITY OF RHODE ISLAND, Kingston, RI**  
**Bachelor of Resource Development - May 1987**  
Major: Landscape Architecture  
G.P.A. 3.00

**COMPUTER  
SKILLS**

**Microsoft Word, Excel, WordPerfect, and Lotus 1-2-3**

Development List\*

<u>Name/Location</u>	<u>Resident Profile</u>	<u># of Units</u>	<u>Financing</u>	<u>Development Cost</u>
Baron Lofts Apts. Taunton, MA	Family	6	Neighborhood Stabilization Funds GATHC HOME Funds Bristol County Saving Bank	\$1,500,000
Barrington Cove Apts. Barrington, RI	Elderly	60	Rhode Island Housing and Mortgage Finance Corp.	\$6,422,028
Brook Ave Cooperatives Boston, MA	Family	36	MHIC/MHP Commonwealth of Massachusetts City of Boston	\$7,150,000
Cedar Forest Apts. Tampa, FL	Family	200	Neighborhood Landing Partners, Inc. Florida Housing Finance Corporation Hillsborough County	\$14,597,773
Cherry Hill II Plymouth, MA	Elderly	35	Massachusetts Housing Partnership Commonwealth of Massachusetts Rockland Trust Bank.	\$12,162,045
Chestnut Farm Apartments Raynham, MA (Comprehensive Permit)	Family	240	MassMutual Commonwealth of Massachusetts John Hancock	\$32,365,000
The Crossings at Indian Run Stuart, FL	Family	344	Florida Housing Finance Agency First Union National Bank	\$23,551,018
Franklin Commons Apartments Franklin, MA (Comprehensive Permit)	Family	96	MHIC/MHP Commonwealth of Massachusetts John Hancock	\$14,315,000
The Groves Middleborough, MA (Comprehensive Permit)	Family (Condominiums)	52	Rockland Trust Bank.	\$11,846,421
Nantucket Bay Apartments Temple Terrace, FL	Elderly	180	First Housing Development Corp. Florida Housing Finance Corp. Hillsborough County	\$12,488,918
Newport Landing Apartments Tampa, Florida	Family	122	Neighborhood Lending Partners, Inc. Florida Housing Finance Corporation Hillsborough County	\$11,614,343
The Preserve Walpole, MA (Comprehensive Permit)	Family	300	MassHousing Commonwealth of Massachusetts	\$44,859,138
The Residences at the Grove Middleborough, MA (Comprehensive Permit)	Family	36	Massachusetts Housing Partnership Commonwealth of Massachusetts Rockland Trust Bank.	\$7,485,000
The Rosemary Village Scattered Sites West Palm Beach, FL	Family (Single Family Homes)	53	First Housing Development Corp. City of West Palm Beach	\$6,247,838
Springbrook Commons Apts. West Palm Beach, FL	Family	144	Boston Capital Mortgage Corp. Florida Housing Finance Agency	\$10,569,860
Williams Landing Apartments Tampa, FL	Family	144	Neighborhood Lending Partners, Inc. Florida Housing Finance Corporation Hillsborough County	\$11,323,337
Willow Trace Apartments Plainville, MA (Comprehensive Permit)	Family	88	First Union National Bank Commonwealth of Massachusetts	<u>\$10,506,202</u>
<b>Totals</b>		<b>2,136</b>		<b>\$239,003,921</b>

**HISTORIC PROPERTIES**

<u>Name/Location</u>	<u>Resident Profile</u>	<u># of Units</u>	<u>Financing</u>	<u>Development Cost</u>
Barrington Cove Apartments Barrington, RI	Elderly	60	Rhode Island Housing and Mortgage Finance Corp	\$ 6,422,028
Carlton Court Apts Providence, RI	Elderly	46	Rhode Island Housing and Mortgage Finance Corp	\$ 2,492,979
Clarke School Apartments Newport, RI	Elderly	56	Rhode Island Housing and Mortgage Finance Corp	\$ 5,499,605
<b>Total</b>		<b>162</b>		<b>\$14,414,612</b>

Note: Acquisition, permitting, financing and construction. All developments are LIHTC projects except noted or for sale developments.

**SPECIALIZED HOUSING - NON-PROFIT**

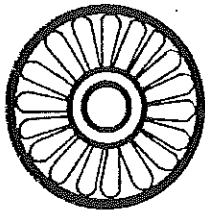
The Arc of Fall River Scattered Sites	Special needs	19	MassHousing, DMH, DMR	\$ 1,645,000
Cape Head injured Person's Housing Hyannis, MA	Head Injury	20 <b>39</b>	MassHousing, HIF, AHTF Bank North	\$ 1,956,000 <b>\$ 3,601,000</b>

**MASSACHUSETTS HOUSING PARTNERSHIP**

**40B Technical Assistancess**

<u>Community</u>	<u>Retained by:</u>	<u>Community Type</u>	Total Financing	Total Units
Northborough	MHP	Condominiums	\$257,019,533	2,337
Scituate	MHP	Condominiums		
Hingham - 2 projects	MHP - 1, Town - 1	Condominiums	Total Massachusetts Units	928
Grafton - 3 projects	MHP - 1, Town - 2	Condominiums		
Duxbury	MHP	Condominiums		
Douglas	MHP	Condominiums		
Yarmouth	MHP	Condominiums		
Berkley	MHP	Condominiums		
North Dartmouth	MHP	Condominiums		
Hamilton	Town	Condominiums		
Lynnfield	Town	Condominiums		





## COMMONWEAL COLLABORATIVE

66 WEST STREET, LEOMINSTER, MASSACHUSETTS 01453  
Telephone: 978/537-6414 Facsimile: 978/537-8056  
Email: CommonColl@aol.com

### DIANNE L. SIERGIEJ

Ms. Siergiej has been a preservation planner since 1979 and a preservation and development consultant since 1982. Clients have included Massachusetts municipalities, state agencies, both for-profit and not-for profit, private developers and historical societies. Her special expertise is to combine common historic preservation planning mechanisms, including historic surveys and National Register nominations with various incentives including historic preservation tax credits and low income housing tax credits.

She has completed community-wide surveys and inventories of historic and cultural resources in Leominster, Winchendon, Ashburnham, Whately and Eastham, Massachusetts and area surveys in Lawrence, Salem, Conway, Groveland and Acton, Massachusetts. Having established a successful relationship with community leaders in Leominster and Winchendon, National Register nomination projects were devised on the basis of Ms. Siergiej's recommendations. In these and other cases, she was retained to complete the task. Dianne L. Siergiej has also been contracted to undertake survey work by the Massachusetts Historical Commission.

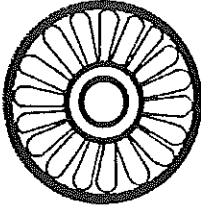
Dianne L. Siergiej has been very active in the preparation of Historic Preservation Certification Applications to access tax credits to be used in the financing of the adaptive use of historic structures. In this field, her talent is to devise solutions to the sometimes conflicting requirements of the developer with the guidelines of the Secretary of the Interior's Standards for Rehabilitation.

As chairman of the Building Committee of Immigrant City Archives/Lawrence History Center, the historical society of Lawrence, Massachusetts, Dianne L. Siergiej managed the raising of funds as well as project development, design and construction for the installation of an elevator and other rehabilitation efforts at the former Essex Company Headquarters, the property of the society.

Ms. Siergiej participated in an adaptive use study of Stillwater Farm, Sterling for the Metropolitan District Commission, Division of Watershed Management and Architectural Conservation Trust (ACT) for Massachusetts (subsequently, part of Historic Massachusetts Inc.). She also worked on the Modified Historic Structures Report for the Blackstone Canal State Heritage Park.

This broad-based experience has provided Dianne Siergiej with a comprehensive understanding of the interrelationship of various historic preservation planning mechanisms with commonly utilized tools for economic and community development. This perspective allows the client access to the interactions of these programs and the ability to combine them effectively.

Preservation Awards have been made by the Massachusetts Historical Commission to several certified rehabilitation projects in which Ms. Siergiej served as preservation consultant. In addition, in recognition of her service in preservation, housing development and volunteerism, Dianne Siergiej was honored at the Twin XVI Annual Tribute to Women of Achievement in Business and Industry in the Merrimack Valley.



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DIANNE L. SIERGIEJ

### SELECT LIST OF HISTORIC PRESERVATION PROJECTS

#### Preservation Planning

##### **National Register Nominations:**

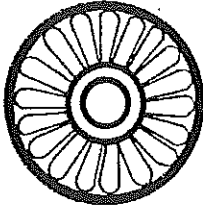
Monument Square Historic District, Leominster, Massachusetts  
Westminster Village/Academy Hill Historic District, Westminster, Massachusetts  
Old Centre Historic District, Winchendon, Massachusetts  
Heywood Wakefield Buildings, Gardner, Massachusetts  
Ezra Wood-Levy Warner Place, Westminster, Massachusetts  
Murdock School, Winchendon, Massachusetts  
Winchendon Village Historic District, Winchendon, Massachusetts  
Lower Roxbury Historic District, Boston, Massachusetts  
South Washington Historic District, North Attleborough, Massachusetts  
Attleborough Falls Gasholder Building, North Attleborough, Massachusetts  
High, Church and Gould Streets Historic District, North Attleborough, Massachusetts  
The Riviera, 270 Huntington Avenue, Boston, Massachusetts  
Reed-Wood Place, Littleton, Massachusetts  
The Peabody, Dorchester, Massachusetts  
Whitman Mills, New Bedford, Massachusetts  
Hibernian Hall, Boston, Massachusetts

##### **Community-Wide Surveys of Historic Assets:**

Leominster, Massachusetts  
Winchendon, Massachusetts  
Ashburnham, Massachusetts  
Whately, Massachusetts  
Eastham, Massachusetts  
Littleton, Massachusetts  
Groveland, Massachusetts

##### **Section 106 Environmental Reviews:**

Central Hardware, Fitchburg, Massachusetts (De-certification)  
Hampton Avenue Housing, Northampton, Massachusetts  
F.A. Whitney Carriage Factory, Leominster, Massachusetts  
Porter Reed House and Jonathan Holmes House Kingston, Massachusetts  
Archaeological Survey and Site Examination: Willowbend, Mashpee, Massachusetts  
Scattered Site Housing Developments in Fall River and New Bedford, Massachusetts  
Crocker Bank Building, Turners Falls, Massachusetts  
Cutlery Block, Turners Falls, Massachusetts  
Upham's Corner Market, Dorchester, Massachusetts



# COMMONWEAL COLLABORATIVE

66 WEST STREET, LEOMINSTER, MASSACHUSETTS 01453  
Telephone: 978/537-6414 Facsimile: 978/537-8056  
Email: CommonColl@aol.com

DIANNE L. SIERGIEJ

## STATEMENT OF QUALIFICATIONS

### PROFESSIONAL EXPERIENCE

#### Preservation and Development Consultant

Commonweal Collaborative

Prepared numerous successful Historic Preservation Certification Applications to secure federal historic preservation tax credits to be used in equity funding of development projects.

Completed Survey and Planning projects of historical assets conforming to the standards of the Massachusetts Historical Commission in the City of Leominster, MA and in the Towns of Winchendon, Ashburnham, Whately, Eastham, Salem, Littleton, Groveland and Athol Massachusetts. Projects were undertaken in conjunction with local historical commissions and local government officials.

Wrote multiple successful nominations to the National Register of Historic Places for both historic districts and individual properties.

Prepared Section 106 Environmental Review packages and guided local government agencies and private developers through the process at both the state and Federal level.

Researched and prepared the Modified Historic Structures Report for the Blackstone Canal State Heritage Park.

Supervised the undertaking of the archaeological investigation of the Willowbend Development in Mashpee, MA.

Prepared successful grant applications for various state and Federal financing programs including: "One-Stop" Affordable Housing Finance Application, Proposal for Pre-development Assistance Funding to the Massachusetts Development Finance Agency, Urban Development Action Grant (UDAG), Community Development Block Grant (CDBG), Community Development Action Grant (CDAG), Housing Development Grant (HoDAG), and State Housing Assistance for Rental Production (SHARP).

Provided preservation, development, financing, administration and project management services for a rehabilitation project at Immigrant City Archives, Lawrence MA utilizing Massachusetts Preservation Projects Fund and CDBG funding.

#### Preservation Planner

Montachusett Regional Planning Commission  
Fitchburg, Massachusetts

Provided technical assistance to local historical commissions on surveying historic properties, preparing National Register Nominations, establishing and administering Local Historic Districts, and initiating the adaptive use process. Project was funded in part by the Massachusetts Historical Commission.

Secured funding for both Survey and Planning (S & P) and Acquisition and Development (A & D) projects from the Massachusetts Historical Commission.

**ATTACHMENT D**

**SITE CONTROL**

## EXTENSION FOR TIME OF PERFORMANCE

The parties to the Purchase & Sale, dated February 8, 2010 between Shoe Shop Place LLC and The Neighborhood Corporation, for the sale of the premises known as and numbered 151 Pierce St, Middleboro, MA Lot 4513, Map 50K hereby agree to extend the date for performance, pursuant to Paragraph 9, Section 1 to December 31, 2012, unless Buyer elects to close prior to that date. If the Buyer has not closed prior to December 31, 2012, Buyer agrees to take title to the property and Seller agrees to hold a Promissory Note and Mortgage on the full purchase price of the property. The Promissory Note and Mortgage shall be on the following terms and conditions:

1. Interest shall accrue at the rate of 0.25% per annum
2. The maturity date of the Promissory Note shall be 120 days from the date of execution of the note. There should be no penalty for the early payment of the promissory note either in part or in full.
3. Buyer shall grant to the Seller a first Mortgage on the property to secure the Promissory Note, which mortgage shall be in the standard Fannie Mae commercial form, and which mortgage shall contain a "due on sale" provision.
4. As additional security, at the time of the closing the Buyer shall execute a Deed in Lieu of Foreclosure and will deposit the deed with Robert J Mather, Esquire as Escrow Agent. In the event that the note shall not be paid in full on or before the maturity date, the Escrow Agent is hereby authorized to record the Deed in Lieu of Foreclosure at the Plymouth County Registry of Deeds.
5. Buyer shall bear the cost and expense of drafting the Promissory Note, Mortgage, Deed in Lieu of Foreclosure and escrow agreement, which amount shall not exceed \$500.00. Buyer shall also bear the cost and expense of recording the Mortgage at the Plymouth County Registry of Deeds.

As consideration for the extension, the Buyer will compensate the Seller as follows.

1. Buyer agrees to Release the two (2) previous \$10,000 (total of \$20,000) deposits to the Seller that are being held in escrow. The execution of this extension agreement and delivery of a copy of the executed agreement to Escrow Agent, Robert J. Mather, Esquire, shall be considered to be an irrevocable order authorizing the Escrow Agent to immediately release the funds to Seller; and

2. Beginning June 30, 2012 and continuing by the 30<sup>th</sup> of every month thereafter, Buyer shall compensate the Seller and additional \$1,750 for each month extension for a portion of the Sell's carrying costs for the property. The extension payment is non-refundable and is not credited towards the purchase price.

3. By November 30, 2012 the buyer will provide the following documents, in either electronic or hard copy format to be held by Attorney Robert J. Mather.

All architectural and engineering drawings

Most recent environmental report

Most recent DHCD application, less any personal financial statements


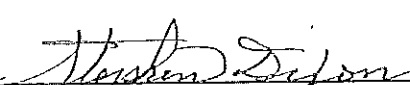
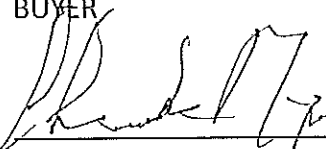
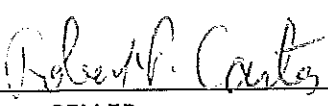
Most recent appraisal

4. Buyer will release these documents to the seller for use by the seller if the buyer is not able to proceed with construction of the project.

5. Buyer will provide a certificate of insurance for a minimum of \$695,000 with Shoe Shop Place LLC and 151 Pierce St. Realty Trust named as additional insured's on the policy.

6. Buyer will have the building monitored by Watch 24 for the life of the mortgage held by the seller.

In all other respects the terms of the Purchase and Sale Agreement remain unchanged.

	7/19/12		7/19/12
BUYER	DATE	SELLER MANAGER	DATE
	7/19/12		7/19/12
SELLER	DATE	SELLER	DATE

## PURCHASE AND SALE AGREEMENT

This 8th day of February, 2010

1.     SELLER:             Shoe Shop Place LLC  
  
          ADDRESS:        126 Highland Street, Middleborough, Massachusetts 02346
2.     BUYER:             The Neighborhood Corporation  
  
          ADDRESS:        120 Ingell Street, Taunton, Massachusetts 02780

SELLER hereby agrees to sell and the BUYER agrees to buy, upon the terms hereinafter set forth, the premises described in Paragraph 3 below (the "Premises").

3.     **PREMISES DESCRIPTION:**

A certain parcel of land, containing .78 acres more or less, being real property identified as Lot 4513, Map 50K, (151 Pierce Street, Middleborough, MA) as shown on Form A attached hereto, along with any buildings and improvements thereon, as well as development rights for the Premises.

4.     **TITLE DEED:**

- (1)     The Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or a nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided (provided said nominee shall be approved by the SELLER, which approval shall not be unreasonably withheld), which deed shall convey a good and clear record and marketable and insurable title thereto, free from encumbrances and claimed rights of third parties, except:
  - (a)     Provisions of federal, state and local laws, ordinances, by-laws and rules regulating the use of land, including, but not limited to, environmental, building, zoning, and health laws, if any, applicable as of the date of this Agreement; and
  - (b)     Real estate taxes for the then current year which are not yet due and payable; and
  - (c)     Any liens for municipal betterments assessed after the date of this Agreement.

- (d) Terms and conditions of an agreement between 151 Pierce Street Realty Trust and Pierce Street Realty Trust, a copy of which is attached hereto as Exhibit No. 1.
- (e) Easements, restrictions, agreements, and other matters of record, if any, insofar as now in force and applicable, providing the same do not interfere with the proposed use of the premises by the Buyer.

The Premises are to be conveyed by the SELLER with any permits and/or approvals, and the benefits flowing therefrom, issued by the Town of Middleborough, among other things, the Comprehensive Permit issued on November 10, 2005 and the extension granted by the ZBA on April 23, 2009 for the development of the Premises.

- (2) Any matter or practice arising under or relating to this Agreement which is the subject of a practice standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.
- (3) It is understood and agreed by the parties that the Premises shall not be in conformity with the title provision of this Agreement unless:
  - (a) no building, structure or improvement of any kind encroaches upon or under the Premises;
  - (b) the Premises abut a public way, duly laid out or accepted as such by the Town of Middleborough; and
  - (c) title to the Premises is insurable for the benefit of the BUYER by a recognized title insurance company at normal premium rates on a standard American Land Title Association form currently in use, subject only to those printed exceptions to title normally included in the "jacket" to such form and any exceptions set forth in paragraph 4 (1) of this Agreement.

5. **REGISTERED TITLE:**

In addition to the foregoing, if the title to the Premises is registered, the deed shall be in a form sufficient to entitle the BUYER to a Certificate of Title of the Premises, and the SELLER shall deliver with the deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.



6. **PURCHASE PRICE:**

The agreed purchase price for the Premises is \$695,000.00 plus other good and valuable consideration ("the Purchase Price"), which, except for the Deposit, shall be paid at the time of delivery of the deed by a certified check, treasurer's check, cashier's check, attorney's conveyancing account check (in each case drawn on a Massachusetts bank or credit union) or by federal funds wire transfer.

7. **DEPOSITS:**

- (1) Buyer will deposit \$10,000 with Seller's Attorney Robert J. Mather, the escrow agent, upon signing the Purchase and Sale Agreement. Such deposit will become non-refundable at the end of the due diligence period referred to in Paragraph 8 below, unless Buyer terminates prior to that date.
- (2) Buyer will deposit an additional \$10,000 non-refundable deposit will be paid 14 days after the end of the due diligence period referred to in Paragraph 8 below.
- (3) Notwithstanding the above, all deposits will become due and non-refundable upon receipt of conditional reservation of Low-Income Housing Tax Credits, if received prior to the end of the due diligence period. Buyer agrees to notify Seller in writing within 5 days of its receipt of the tax credits.
- (4) In the event that the BUYER fails to close, as provided in Paragraph 9. below, the SELLER shall be entitled to retain any refundable or non-refundable Deposits as liquidated damages, which shall be the SELLER's sole remedy at equity and law. In the event that the SELLER is not able to deliver good and clear title, as provided in Paragraph 4 above and Paragraph 11. below, the Deposits shall be returned by the SELLER to the BUYER.

8. **DUE DILIGENCE:**

For the period ending 90 days after signing of the Purchase and Sale Agreement, Buyer will have the right to complete their due diligence with all aspects of the Property and Seller agrees to allow Buyer and their authorized representatives full access to the Property at reasonable times and upon 24 hours prior notice. If within such period Buyer is dissatisfied with the results of its review, it may terminate this agreement without recourse to either party, provided Buyer gives Seller written notice of its intention to terminate this agreement within such 90 day period. Buyer shall provide to the Seller within the due diligence period a copy of the Agreement between the Buyer and a for-profit development partner to complete the development. The Buyer shall provide a Letter from a bank for commitment of financing worthiness of the project or a Letter providing the net worth of the for profit development partner. In addition, the Seller shall receive

copies of any reports, market studies, financial commitments, or any other information that would be of value to the seller in the event that the buyer fails to complete the sale.

9. **THE CLOSING:**

- (1) The deed is to be delivered and the balance of the Purchase Price paid at the Time of Closing and at the following Place of Closing:

Time of Closing: 10:00 o'clock A.M., December 31, 2010, unless the parties agree in writing an earlier date.

Place of Closing: Plymouth County Registry of Deeds, unless the parties agree to a different location.

- (2) Whenever in this Agreement reference is made to the Closing, or the Date of Closing, such reference shall be to the date set forth hereinabove, as the same may be extended pursuant to the provisions of this Agreement.
- (3) The Buyer may extend the Closing Date for 2 (6) six-month period upon the delivery of an additional \$10,000 non-refundable deposit for each such period. The extension deposits will not be credited against the purchase price. Buyer may designate a nominee to take title to the property in its place, such as a limited partnership or a limited liability company. It is agreed that time is of the essence of this Agreement.

10. **POSSESSION AND CONDITION OF PREMISES:**

Full possession of the Premises free of all tenants and occupants is to be delivered at the Date and Time of Closing. The Premises shall then be (a) in conformity with all land use laws and applicable codes; and (b) in compliance with the provisions of Paragraph 4. hereinabove. In the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition either pay over or assign without recourse to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration or if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the Buyer a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

**11. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM:**

If the SELLER shall be unable to convey title or to deliver possession of the Premises, as required hereunder, or if at the Time of Closing the Premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, and the time for performance hereof shall be extended for a period of thirty (30) days.

**12. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM:**

If at the expiration of any such extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then, at the BUYER's option all obligations of all parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto.

**13. BUYER'S ELECTION TO ACCEPT TITLE:**

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the Premises in their then condition and to pay therefore the purchase price without deduction (except for such amount as shall be required to remove all mortgages, attachments and other encumbrances which secure the payment of money which have not been removed by SELLER), in which case the SELLER shall convey such title.

**14. ACCEPTANCE OF DEED:**

The acceptance of a deed by the BUYER, or its nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed or reserved to a time after the Closing.

**15. USE OF PURCHASE MONEY TO CLEAR TITLE:**

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the Closing, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments necessary for this purpose are recorded by and at the expense of the SELLER at the Time of Closing or at such later time as shall be reasonably acceptable to the BUYER, and provided further, with respect to discharges of mortgages from insurance companies, banks and credit unions, such discharges may be recorded within a reasonable time after the recording of the deed.

16. **ADDITIONAL DOCUMENTS:**

At the Closing, SELLER shall execute and deliver:

- (1) Affidavits and indemnities with respect to parties in possession and mechanic's liens to induce BUYER's title insurance company to issue lender's and owner's policies of title insurance without exception for those matters;
- (2) An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, the SELLER's United States taxpayer identification number, that the SELLER is not a foreign person, and the SELLER's address;
- (3) Internal Revenue Service Form W-8 or Form W-9, as applicable, with SELLER's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Service and stating SELLER is not subject to back-up withholding;
- (4) Any other documents as are customarily required by a buyer, a buyer's attorney, a buyer's lender, and a buyer's title insurance company.

17. **ADJUSTMENTS:**

Real estate taxes for the then current year, shall be apportioned as of the Date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by the Purchaser at the Closing. All references to the "then current year" and like references with respect to real estate taxes payable in respect of the Premises shall be construed to mean the then current fiscal tax period within which such taxes are payable.

18. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES:**

If the amount of real estate taxes is not known at the Time of Closing, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment, at the request of either party, as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

19. IMPROVEMENTS AND DEVELOPMENT COSTS

Buyer and Seller acknowledge that all improvements and development costs are included in the purchase price. The SELLER shall provide a detailed listing and description of which to the BUYER.

20. NO BROKERAGE:

Each party represents and warrants to the other that no person is entitled to any brokerage fee or commission with respect to the transactions contemplated by this Agreement, and each party agrees to indemnify and hold the other party harmless with respect to any claims for brokerage fees or commissions based upon the conduct of the indemnifying party.

21. NOTICES:

Whenever, by the terms of this Agreement, notice shall or may be given to the SELLER or to the BUYER, such notice shall be in writing and shall be delivered in hand or sent by Federal Express or other recognized overnight delivery service or by registered or certified mail, postage prepaid, to the respective addresses set forth in Paragraphs 1. and 2. hereinabove, or to such other address or addresses as may from time to time hereafter be designated by like notice. Any such notice shall be deemed given when so delivered in hand or, if sent by Federal Express or other recognized overnight delivery service, on the next business day after deposit with said delivery service, or, if so mailed, five (5) business days after deposit with the U.S. Postal Service. In addition, any notices shall also be sent to Seller's Attorney, Robert Mather, Esq. 98 East Grove Street, Middleboro, MA 02346

22. POST CLOSING ADJUSTMENTS:

If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within two months of the Closing Date to the party to be charged, then such party agrees to make a payment to correct the error or omission

23. **HAZARDOUS MATERIALS:**

The BUYER may, at its option, engage an environmental consultant to perform a so-called Phase I study of the Premises prior to exercise of the Option described herein, in order to determine whether or not a release of Hazardous Materials has occurred or is likely to occur at the Premises. As used in this Agreement, "Hazardous Materials" shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority. If it is the opinion of the person or entity engaged to conduct such environmental assessment that oil or hazardous materials as defined in the Massachusetts Hazardous Waste Management Act M.G.L. c. 21C or the Massachusetts Super Fund Law, M.G.L. c. 21E do exist at the premises or in the groundwater, then the Buyer, at its sole option, shall have the right to terminate this agreement by notifying Seller in writing prior to that date which is 90 days from the execution of this Agreement, whereupon any payments made under this Agreement with interest shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto shall be entitled to copies of all reports and/or certifications prepared for relative to the existence of hazardous materials. The Buyer shall pay for the cost of any such environmental assessment. Notwithstanding the above, in the event that the environmental assessment does detect the presence of hazardous materials, the Seller shall have the option to remove the hazardous materials from the site, provided that any such removal shall be conducted pursuant to the rules and regulations of the Department of Environmental Protection, and that subsequent to any such removal a new environmental assessment report is obtained by Seller. In the event that Seller does so elect to conduct such removal, the time for performance hereunder shall be extended for sixty (60) days upon written notice from Seller to Buyer. In addition, Buyer and Seller agreed that the property contains Asbestos.

24. **CONSTRUCTION OF AGREEMENT:**

This instrument, executed in multiple counterpart copies is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. All offers and agreements made prior to this Agreement are hereby discharged and all further obligations of the parties are contained only in this Agreement. If two or more persons are named herein as either the SELLER or the BUYER their obligations hereunder shall be joint and several. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

25. NO RECORDING:

If the BUYER either makes an assignment of its rights under this Agreement or records a copy of this Agreement with the Plymouth County Registry of Deeds or Plymouth Registry District of the Land Court, the SELLER at its option may declare SELLER's obligations hereunder to be null and void and may deem the BUYER to be in default of its obligations hereunder. The designation of a title nominee (with SELLER's consent) pursuant to Paragraph 4.(1) herein shall not be deemed an assignment by the BUYER within the meaning of this paragraph.

26. BUYER TO PERFORM TITLE EXAM.

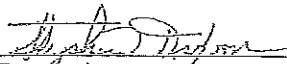
Buyer agrees to complete its title examination on the premises within sixty days after the expiration of the Due Diligence Period set forth in Paragraph 3 a) ii) above. Before the expiration of the sixty-day period, the Buyer shall notify the Seller of any encumbrances or liens that must be removed from the property and any other objections to title that would prevent the Seller from conveying title in accordance with the provisions of Paragraph 8. In the event that the Buyer shall fail to so notify the Seller, then the Buyer shall be deemed to accept such title as the Seller may deliver, and waives any objections to title. This provision shall not apply to any liens or encumbrances that may affect the property after the date of notification from Buyer to Seller or after the sixty-day period in the event that no such notification is sent by Buyer.

27. EFFECTIVE DATE OF EXECUTION

The date of execution of this Agreement shall be considered the later date of execution by all of the signatories set forth below.

28. The Seller, Shoe Shop Place, LLC does not currently hold record title to the property. Record title is in the name of 151 Pierce Street Realty Trust, which is a related entity to the Seller. Seller warrants that it has the authority to enter into this Purchase and Sale Agreement and to bind the sale of this property. At the time of the closing hereunder title to the property shall be in the name of Shoe Shop Place, LLC.

SELLER: Shoe Shop Place LLC

  
By: MANAGER  
Its:

DATE: 2/10/10

By: [Handwritten Signature]  
Its:

DATE: 2/13/10

Robert P. Lewis

DATE: 2/15/10

By:  
Its:

BUYER: The Neighborhood Corporation

[Handwritten Signature]

DATE: 2/8/10

By: Dean E. Harrison  
Its: Executive Director



**ATTACHMENT E**

**SITE ASSESSMENT**

October 9, 2012

The Neighborhood Corporation  
120 Ingell Street  
Taunton, Massachusetts 02780

**SUBJECT: Phase I & II Environmental Site Assessment Update**  
151 Peirce Street  
Middleborough, Massachusetts

To Whom It May Concern:

On April 22, 2011 Resource Controls issued an ASTM Phase I and II Environmental Site Assessment Report for the property located at 151 Peirce Street, in the Town of Middleborough, Massachusetts (the Subject Property). The Phase I and Phase II were conducted in accordance with ASTM Practice E 1527-05 and E 1903-97, "Standard Guide for Environmental Site Assessments: Phase II Environmental Site Assessment Process," published February 1998 (re-approved 2002), and the scope and budget established by the client.

The assessment revealed no evidence of recognized environmental conditions in connection with the Subject Property except for the following:

- The Subject Property was historically utilized for manufacturing and printing.
- Printing operations historically conducted at the Subject Property involved the use of various volatile organic solvents, including cyclohexane, toluene, and xylene.
- One (1) UST was formerly located at the Subject Property. Documentation pertaining to the condition of the tank and surrounding soil was not available to Resource Controls.
- Results of a limited ACM inspection of the Subject Property indicated that one sample of suspect ACM from the Subject Property building contained 2% chrysotile.
- Laboratory analytical results of soil samples collected from the Subject Property reported EPH and VOC concentrations to be below laboratory reporting limits and the applicable MCP reportable concentrations.
- Laboratory analytical results for groundwater samples collected from MW-4 indicated concentrations of trichloroethylene at 1.8 ug/L and tetrachloroethylene at 2.3 ug/L. No contaminants of concern were detected in the groundwater samples collected from the Subject Property in excess of the applicable Massachusetts Contingency Plan (MCP) reportable concentrations.

**Environmental Consulting · Engineering · Construction Management**

Based on the proceeding, Resource Controls recommended no further assessment activities. However, prior to demolition, all materials positively identified or presumed to be asbestos-containing should be removed by a licensed asbestos contractor and disposed of in accordance with federal, state, and local regulations.

Since the submittal of the ASTM Phase I and II ESA report, the property has remained vacant and, according to a Subject Property representative, no known activities have been conducted on the property that would change the findings and conclusions of the April 22, 2011 report. As such, the findings and conclusions of the report are valid to date.

If you have any questions, please feel free to contact the undersigned at (401) 728-6860.

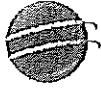
Very truly yours,

**RESOURCE CONTROL ASSOCIATES, INC.**



---

Mark J. Hulse  
Vice President and Principal Scientist



**Resource Controls**  
Proven Environmental & Engineering Solutions

**ASTM PHASE I & II ENVIRONMENTAL  
SITE ASSESSMENT REPORT**

151 Peirce Street  
Middleborough, Massachusetts

Some attachments have been removed to  
reduce file size for emailing.

Trusted Advisors

**Prepared for:**

Neighborhood Corporation  
120 Ingell Street  
Taunton, Massachusetts 02780

**Prepared by:**

Resource Control Associates, Inc.  
378 Page Street, Unit 10  
Stoughton, Massachusetts 02072

**April 22, 2011**

**Environmental Consulting  
Engineering  
Construction Management**

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## 1.0 INTRODUCTION

On January 28, 2011, Neighborhood Corporation engaged Resource Control Associates, Inc. (Resource Controls) to conduct a Phase I Environmental Site Assessment (ESA) of 151 Peirce Street, located in the Town of Middleborough, Massachusetts (the Subject Property). The purpose of this assessment was to inspect and evaluate the Subject Property and surrounding properties for "Recognized Environmental Conditions."

"Recognized Environmental Conditions" shall be defined as the presence or likely presence of any hazardous substances or petroleum products on the property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include de minimis conditions that generally do not present a threat to human health or the environment and that generally would not be the subject of a notification and/or enforcement action if brought to the attention of appropriate governmental agencies.

On January 28, 2011, Resource Controls was contracted to complete limited asbestos-containing materials survey at the Subject Property. The purpose of this survey was to gain a general understanding of the suspect asbestos-containing materials present in the Subject Property building and to develop a cost opinion for the abatement of the identified asbestos-containing materials..

On April 1, 2011, Resource Controls was contracted to complete an ASTM Phase II Environmental Site Assessment for the Subject Property. The purpose of this assessment was to determine whether potential environmental conditions of concern associated with the current or historic use of the Subject Property or surrounding area, which were identified during Phase I ESA activities, had impacted the subsurface environment.

This report was generated based upon a reasonable and knowledgeable review of evidence found in accordance with normally accepted industry standards, state and federal protocols, and within the scope and budget established by the client. Assessment activities were conducted in accordance with the American Society for Testing & Materials (ASTM) Practice E-1527-05, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," published November, 2005; the ASTM Practice E 1903-97, "Standard Guide for Environmental Site Assessments: Phase II Environmental Site Assessment Process," published February 1998 (re-approved 2002); and our contracts dated January 24, 2011 and March 30, 2011.

Timothy Fletcher, Master Technician for Resource Controls, and Shauna Edson, Environmental Scientist for Resource Controls, completed a Phase I ESA site inspection and limited asbestos-containing materials survey on February 17, 2011. The following Resource Controls employees authored this report: Shauna Edson, Tim Fletcher, Julie V. Freshman, Environmental Scientist and Mark J. House, Vice President and Principal Scientist.

## 2.0 SUMMARY OF PREVIOUS ENVIRONMENTAL SITE ASSESSMENTS

No previous environmental site assessments were made available to Resource Controls during this investigation.

### 3.0 SITE DESCRIPTION

Please refer to the maps located in the Figures section of this report. Subject Property photographs are included in Appendix A.

#### 3.1 Location, Legal Description and Ownership

##### 3.1.1 Site Location

The Subject Property, located at 151 Peirce Street in the Town of Middleborough, Massachusetts, is depicted on the Assessor's Tax Map No. 50K as Lots 4513 and 3774. The Subject Property consists of a total land area of approximately 29,185 square feet (0.67 acres). Assessor's field cards for both lots of the Subject Property are included within Appendix B (Supporting Documentation).

A Locus Map showing the location of the Subject Property is included as Figure 1, and a Site Sketch showing the existing Subject Property and lot designation is included as Figure 2.

##### 3.1.2 Legal Description

A copy of the legal property description for the Subject Property is included within Appendix B (Supporting Documentation).

##### 3.1.3 Current Site Owner(s)

According to chain of title information provided by the Middleborough Tax Assessor's Office, the current owner of the Subject Property is 151 Peirce Street Realty Trust. 151 Peirce Street Realty Trust acquired both lots of the Subject Property on February 20, 2002.

#### 3.2 Site and Vicinity General Characteristics

##### 3.2.1 Zoning

According to a Zoning Map of the Town of Middleborough dated 2008, the Subject Property is zoned "GU" (General Use).

##### 3.2.2 County

The Subject Property is located within Plymouth County, Massachusetts.

##### 3.2.3 Latitude and Longitude

The Environmental Data Resources, Inc. (EDR) Report (Appendix C) defines the Subject Property's location as follows:

Latitude (North): 41.895900 - 41° 53' 45.2"  
Latitude (West): 70.912300 - 70° 54' 44.3"

UTM Easting/X: 341,362 Meters  
UTM Northing/Y: 4,629,773 Meters



### 3.3 Current Use of the Property

#### 3.3.1 Site Occupants

The Subject Property is currently vacant and has been since it was purchased by the Carter 2001 Exchange Trust in 2001. Bay State Specialty, the prior occupant of the Subject Property, utilized the building for the printing of custom promotional items.

### 3.4 Description of Structures, Roads, Other Improvements on the Site

#### 3.4.1 Structures, Roads and Other Improvements

A wood-framed building with asbestos shingle siding (the Subject Property building), constructed in approximately 1896, occupies the central and southeastern portions of the Subject Property. Major additions to the building were constructed in approximately 1905 and 1911, with smaller additions built after approximately 1925. Refer to Figure 2 (Site Plan) for the orientation of the Subject Property building. The remainder of the Subject Property consists of paved parking and vegetated areas.

#### 3.4.2 Heating/Cooling System

The Subject Property building is heated by steam radiators and baseboard heaters, which are connected to a boiler fueled by natural gas. The heating system is not currently active. No cooling system is currently present in the building.

#### 3.4.3 Sewage Disposal

The Subject Property is served by the municipal sewer system. The date of initial sewer connection was not available at the Middleborough Department of Public Works office.

#### 3.4.4 Source of Potable Water

The Subject Property is served by the municipal water supply and has been connected since May 13, 1896. Documentation obtained from the Middleborough Department of Public Works is included within Appendix B (Supporting Documentation).

#### 3.4.5 Electricity/Telephone Service

The Subject Property is served by aboveground electric and telephone lines.

### 3.5 Current Uses of Adjoining Properties

- North: Residential properties.
- South: Peirce Street beyond which lies residential properties.
- East: Rice Street beyond which lies residential properties.
- West: Residential properties.

## 4.0 USER PROVIDED INFORMATION

The User (Neighborhood Corporation) was provided with a User Questionnaire; the following sections summarize the information provided by Mr. Dean Harrison, Executive Director of Neighborhood Corporation, on February 28, 2011.

#### **4.1 Title Records**

Mr. Harrison did not provide title records to Resource Controls.

#### **4.2 Environmental Liens or Activity and Use Limitations**

Mr. Harrison is not aware of any environmental liens and/or activity and use limitations that have been filed or recorded against the site and/or in a registry.

#### **4.3 Specialized Knowledge**

Mr. Harrison does not have specialized knowledge or experience related to the property or nearby properties.

#### **4.4 Commonly Known or Reasonably Ascertainable Information**

Mr. Harrison provided the following information related to commonly known or reasonably ascertainable information about the Subject Property:

- Mr. Harrison is only aware of the past uses of the Subject Property that were noted in Sections 3.3.1 and 7.1.
- Mr. Harrison is not aware of specific chemicals that are present or once were present at the Subject Property.
- Mr. Harrison is not aware of any spills or other chemical releases that have taken place at the Subject Property.
- Mr. Harrison is not aware of any environmental cleanups that have taken place at the Subject Property.

#### **4.5 Valuation Reduction for Environmental Issues**

Mr. Harrison believes that the purchase price of the Subject Property is consistent with fair market value.

#### **4.6 Owner, Property Manager and Occupant Information**

Refer to Sections 3.0 and 7.0 for information regarding the owner and occupant of the Subject Property.

#### **4.7 Reason for Performing Phase I**

Mr. Harrison stated that the Phase I ESA was performed for financing purposes. In addition, the Phase I ESA was performed for the purpose of evaluating the Subject Property for recognized environmental conditions as identified by evidence of the presence and/or possible threat of a release of oil or hazardous substance on or near the Subject Property.

#### **4.8 Other**

Mr. Harrison provided Resource Controls with a summary of the Subject Property building construction and use history. The summary, as well as a copy of the questionnaire filed out by Mr. Harrison, is included in Appendix B (Supporting Documentation).

## 5.0 RECORDS REVIEW

### 5.1 Standard Environmental Record Sources

Resource Controls reviewed an environmental database report obtained from EDR on February 2, 2011. The information from the environmental database report is summarized below:

Federal Database Lists	Radius (Miles)	Sites Within Search Radius
National Priority List (NPL) Sites	1.00	0
Delisted NPL Sites	0.50	0
Comprehensive Environmental Response Compensation Liability Information System (CERCLIS) Sites	0.50	0
CERCLIS No Further Remedial Action Planned (NFRAP) Sites	0.50	1
Resource Conservation and Recovery Act (RCRA) CORRACTS Facilities	1.0	0
Resource Conservation and Recovery Act (RCRA) Treatment, Storage and Disposal (TSD) Facilities	0.50	0
RCRA Small and Large Quantity Hazardous Waste Generators (GEN)	Property and Adjoining Properties	0
Institutional Control/Engineering Control Registries	Property Only	0
ERNS	Property Only	0

The Subject Property was not listed on any federal databases. Based on a review of the database report, none of the above-noted sites appear to represent recognized environmental conditions.

State and/or Tribal Database Lists	Radius (Miles)	Sites Within Search Radius
Hazardous Waste Sites	1.0	32
Spills	0.50	12
Releases	0.50	24
Landfill and/or Solid Waste Disposal Sites	0.50	0
Leaking Underground Storage Tank (LUST) Sites	0.50	8
Registered Storage Tank Sites	Property and Adjoining Properties	3
Institutional Control/Engineering Control Registries	Property Only	0
Voluntary Cleanup Sites	0.50	0
Brownfield Sites	0.50	1

The Subject Property is not listed on any of the above-noted State databases. Based on a review of the database report, none the above-noted sites appear to represent recognized environmental conditions.

A manifest was listed in the EDR Database Report for Bay State Specialty, a former occupant of the Subject Property. According to the manifest (document ID NYA8487495), three (3) 55-gallon drums of liquid were removed from the Subject Property in 1989 and transported to an incineration facility. No additional information concerning this manifest was available in the EDR Database Report. A copy of the EDR Database Report is included as Appendix C.

## 5.2 Additional Environmental Records Sources

### 5.2.1 Department of Health/Environmental Division

The Middleborough Health Department did not have any records indicating a release of oil or hazardous materials or the presence of a septic system at the Subject Property. According to the Middleborough Health Department, no private wells are located within a 0.5-mile radius of the Subject Property.

### 5.2.2 Fire Department

The Middleborough Fire Department provided Resource Controls with the following records relating to the storage and/or use of oil and/or hazardous materials (OHM) on the Subject Property:

- A permit dated February 19, 1974 for the installation of a 6,000-gallon gasoline underground storage tank (UST) was on file for 151 Peirce Street (Former Map U-56 , Lot 87). The assessor's lot designations in Middleborough have changed since 1974. According to personnel of the Middleborough Assessor's Office, Map U-56, Lot 87 corresponds to the property currently identified as Map 50K, Lot 4542, which is the vacant property located to the south of the Subject Property across Peirce Street. Based on this information, it is unlikely that the gasoline UST was located on the Subject Property. The tank was reportedly used for fueling vehicles. No records documenting the removal of this gasoline UST were in the file for 151 Peirce Street.
- A 5,000-gallon No. 2 fuel oil UST was reportedly installed at the Subject Property on or about December 6, 1979 and removed on August 26, 1987. This UST was used as a fuel source for heating the building.
- Additional information regarding former USTs at the Subject Property can be found in Section 6.3.4.
- An OSHA inspection in 1991 was conducted to study exposure to OHM at the Subject Property. Chemicals listed as being used at the Subject Property at the time include cyclohexane, toluene, zylene, methyl-ethyl ketone (MEK), and equivalent hexane.

No records of fire incidents or releases of OHM are on file for the Subject Property. Documentation obtained from the Middleborough Fire Department is included in Appendix B (Supporting Documentation).

### 5.2.3 Planning Department

No records of the storage and/or use of OHM on the Subject Property were available at the Middleborough Planning Department.

### 5.2.4 Building Permit/Inspection Department

Resource Controls reviewed building records for the Subject Property at the Middleborough Building Department. No records of the storage and/or use of OHM on the Subject Property were available. The following table summarizes information obtained from the Middleborough Building Department:

Date	Description
January 3, 1990	Plan of Land, 151 Peirce Street
May 13, 1997	Notice of insurance claim for loss to building (vandals removed copper).
June 27, 1997	Inspection report, permit needed for roof replacement.
November 4, 1999	Note in file: the existing building at Peirce and Oak Streets is for sale, Bay State Specialty is moving to a new location.
February 11, 2000	Plumbing work, gas fitting for boilers.
May 12, 2003	Proposed plans for condominiums at Subject Property.
March 3, 2005	Petition to zoning board for appeal of parking buffer, announcement of hearing.
March 23, 2005	Zoning appeal of parking buffer for Shoe Shop Place, LLC
November 18, 2005	Amended zoning board decision, request was approved.
November 19, 2008	Plumbing work, water closet, sink, bathroom, and washing machine.

Documentation obtained from the Middleborough Building Department is included in Appendix B (Supporting Documentation).

#### 5.2.5 Local Electric Utility Companies (for records relating to PCBs)

One pole-mounted electrical transformer was noted in the courtyard on the southeastern side of the Subject Property building. Based on the apparent age of the transformer (less than ten years), it is considered unlikely to contain PCBs. As such, no electric utility company was contacted as part of this investigation.

### 5.3 Physical Setting Source(s)

#### 5.3.1 USGS 7.5-Minute Topographic Map

The Subject Property is represented on the Bridgewater, Massachusetts United States Geological Survey (USGS) 7.5 x 7.5 minute topographic map, dated 1977. Information obtained from this map indicates that the Subject Property topography is relatively flat. Groundwater within the vicinity of the Subject Property is inferred to flow to the northeast towards the Nemasket River. A copy of the USGS topographic map has been included as Figure 1 (Locus Map).

#### 5.3.2 Surficial Geology

According to information obtained from the Office of Geographic Information (MassGIS), Commonwealth of Massachusetts Information Technology Division (MassGIS) Surficial Geology datalayer, the Subject Property area is underlain by glacial moraine deposits.

#### 5.3.3 Soil

According to information obtained from the U.S. Department of Agriculture Web Soil Survey, referenced on February 28, 2011, soils beneath the Subject Property consist of the Montauk Urban Land Complex, described as well-drained soils on gently-sloping glacial moraine deposits.

### 5.4 Historical Use Information on the Subject Property and Adjoining Properties

#### 5.4.1 Aerial Photographs

Resource Controls received historical aerial photographs (dated 1960, 1974, 1977, 1986, 1992, 1995, and 2006) in an Aerial Photograph Decade Package from EDR on February 2, 2011. Resource Controls also reviewed aerial photographs available for download through MassGIS. The following table summarizes the information obtained from the aerial photographs:

Year	Summary of Aerial Photographs
1960 - 2008	The Subject Property building appears in its current configuration. Surrounding properties appear similar to present conditions.

Copies of the 1960, 1974, 1995, and 2008 aerial photographs have been included as Figure 3. The EDR Aerial Photograph Decade Package is included in Appendix B (Supporting Documentation).

#### 5.4.2 Fire Insurance Maps

Resource Controls received historic Sanborn fire insurance maps from EDR on February 2, 2011. The following table summarizes the information obtained from the Sanborn maps:

Year	Summary of Sanborn Maps
1896	The Subject Property building is shown as being built for occupation by the Leonard and Shaw shoe factory. A boiler is depicted in the current boiler room of the Subject Property building, and a 60-foot brick chimney is shown adjacent to the boiler room. No address number is listed for the Subject Property. Rice Street is not depicted on this map. Surrounding properties are residential dwellings.
1901	The Subject Property building is occupied by the Leonard, Shaw and Dean shoe factory. The building is served by electric lights, wood and coal for fuel, and steam for power and heat. A cement shed is depicted to the northeast of the main building. Rice Street is depicted immediately southeast of the Subject Property. Surrounding properties are residential dwellings.
1906	The Subject Property building has been added onto since 1901, an elevator is shown in the center of the building, and the fuel source is listed as only coal. The cement shed is now labeled as a house, and a second shed has been built in the southeastern portion of the Subject Property. A dwelling has been developed on the adjacent property to the north of the Subject Property along Rice Street.
1912	A significant addition has been built on the northern portion of the Subject Property building. A coal bin is shown attached to the shed in the southeastern portion of the Subject Property. A 50-horsepower Dynamo engine for generating electrical power is depicted in the engine room, and power for the building is listed as both steam and electrical. A dwelling has been developed on the adjacent property to the northwest of the Subject Property.
1925	The cement house is no longer depicted at the Subject Property. A store has been developed at the property to the south across Peirce Street. The address numbers along Peirce Street have been changed since 1912; the Subject Property is listed as 151 Peirce Street.
1949	The Subject Property is occupied by Winthrop-Atkins Company and used for manufacturing photo mounts. The Subject Property building is powered by electricity, heated by steam and fueled by coal. A brick enclosed elevator has been added on the southwest corner of the Subject Property building. The store across Peirce Street is no longer depicted.
1965	An addition has been built onto the boiler room in the central portion of the Subject Property building, and a second addition has been constructed on northern inside corner of the building. The fuel source is listed as oil, and the coal bin is no longer shown on the Subject Property.

Copies of the above-noted Sanborn Maps have been included as Figure 4. The EDR Sanborn Fire Insurance Map Report is included in Appendix B (Supporting Documentation).

#### 5.4.3 Property Tax Files

Resource Controls researched chain of title information provided by the Town of Middleborough Tax Assessor's Office and the Plymouth County Registry of Deeds. The following table summarizes the former owners of the Subject Property:

Owner	Date	Book/Page
Winthrop-Atkins Company, Inc.	1937	Unknown
Solomon Zeldman, Nominee, Bay State Specialty Company, Inc.	August 30, 1973	3928 / 223
Devon Realty, Ltd.	December 30, 1975	4127 / 241
James G. Moore, Trustee, Bay State Associates Trust	January 16, 1990	9562 / 171
Exchange Authority, LLP, Trustee, Carter 2001 Exchange Trust	July 12, 2001	20176 / 178
Robert P. Carter, Trustee, 151 Peirce Street Realty Trust	February 20, 2002	21568 / 10

#### 5.4.4 USGS Topographic Maps

Resource Controls reviewed historical USGS topographic maps dated 1893, 1940 and 1950 of the Subject Property and vicinity. No recognized environmental conditions were discovered during the review of these maps. The topography of the Subject Property and surrounding area appears to be unchanged from the current topography, which appears relatively flat.

As previously noted, Resource Controls reviewed a USGS map dated 1977 of the Subject Property and vicinity. No recognized environmental conditions were discovered during the review of this map. The topography of the Subject Property and surrounding area appears to be relatively flat.

Copies of the 1893, 1940, 1950, and 1977 USGS topographic maps have been included as Figure 5A, Figure 5B, Figure 5C, and Figure 1, respectively.

#### 5.4.5 Local Street Directories

Resource Controls reviewed historical City Directories at the Middleborough Public Library on February 17, 2011. Directories were available for the years 1889, 1895, 1899, 1901, 1904-05, 1906, 1916-17, 1928-29, and 1934. The following table summarizes the information obtained from the City Directories:

Year	151 Peirce Street
1889	Address not listed.
1895	Address not listed; Leonard & Shaw listed on Clifford Street.
1899 - 1921	Leonard, Dean and Shaw Company, shoe manufacturing
1928-29	Dalton Shoe Company, Leonard Shaw and Dean Inc., shoe manufacturing
1934	John E. Lucey Shoe Company

#### 5.4.6 Building Department Records

Building Department records pertaining to the Subject Property were discussed in Section 5.2.4.

#### 5.4.7 Historic Use of Oil and/or Hazardous Materials (OHMs) on the Property

Site assessment activities revealed that the following OHMs were historically utilized on the Subject Property:

- No. 2 fuel oil
- Gasoline
- Cyclohexane
- Toluene
- Xylene
- Methyl-ethyl ketone
- Equivalent hexane

Additional OHMs may have been used at the Subject Property as part of photo mount manufacturing operations while the building was occupied by Winthrop-Atkins Company, Inc. from 1937 to 1973.

#### 5.4.8 Historical water Supply Wells or Septic Systems on the Property

No evidence of the existence of historic water supply wells on the Subject Property was discovered during this investigation. As previously mentioned, the Subject Property has been connected to the municipal water system since May 13, 1896.

No evidence of the existence of historic septic systems on the Subject Property was discovered during this investigation. However, the Subject Property is served by the municipal sewer system, and the date of initial sewer connection was not available at the Middleborough Department of Public Works office.

#### 5.4.9 Area History

The subject area has historically been utilized for residential development.

### 6.0 **SITE RECONNAISSANCE**

Timothy Fletcher, Master Technician for Resource Controls, and Shauna Edson, Environmental Scientist for Resource Controls, completed a Phase I ESA site reconnaissance of the Subject Property on February 17, 2011. Mr. Dean Harrison, Executive Director of Neighborhood Corporation, was present during the site reconnaissance.

#### 6.1 **Methodology and Limiting Conditions**

The periphery of the Subject Property was visually and/or physically observed, as well as the periphery of the Subject Property building. The Subject Property was viewed from all adjacent public thoroughfares. Accessible common areas, maintenance and repair areas, and a representative sample of occupant spaces were visually and/or physically observed within the interior of the Subject Property building.

#### 6.2 **General Site Setting**

##### 6.2.1 Surface Water Characteristics

- Site Topography: Based on the site reconnaissance conducted by Resource Controls on February 17, 2011, the Subject Property exhibits relatively flat topography.
- Surface Water Bodies: No surface water bodies are located on the Subject Property. The nearest surface water body is the Nemasket River, located approximately 3,200 feet to the northeast of the Subject Property.
- Runoff, Stormwater Drainages/Discharges: The majority of the Subject Property is covered by the Subject Property building and paved areas. No catch basins were noted the Subject Property. Stormwater which falls on the paved surface of the west side of the Subject Property is expected to follow the surface grading, flow to Peirce Street and into the municipal stormwater system by way of catch basins located along the roadway.

The majority of stormwater which falls on the unpaved area of the eastern portion of the Subject Property is expected to infiltrate the subsurface environment.



## 6.2.2 Groundwater Characteristics

- Groundwater Classification: Groundwater categories summarized in the MCP (310 CMR 40.0932) are based on the potential for three types of exposure. More than one groundwater category may apply to a single site. The Subject Property does not fall within a Current or Potential Drinking Water Source Area, and therefore the groundwater category of "GW-1" does not apply. The depth to groundwater at the Subject Property is unknown; if the depth to groundwater at the Subject Property is less than 15 feet below grade, the groundwater category "GW-2" applies within 30 feet of occupied buildings. The groundwater category of "GW-3" applies to all groundwater in Massachusetts, and therefore, applies to the Subject Property.
- Wells, Springs or Seeps: No wells, springs or seeps were discovered by Resource Controls during the site reconnaissance or are known to exist at the Subject Property.
- Approximate/Estimated Depth to Groundwater: Based on the regional topography and the distance to the Nemasket River, the depth to groundwater at the Subject Property is estimated to be between 10 and 15 feet below grade.
- General Utilization of Groundwater Within 0.5 Miles of the Site: According to information gathered from the Middleborough Health Department, no public wells exist within a half-mile radius of the Subject Property. The Subject Property does not fall within a groundwater aquifer or groundwater recharge area.
- Inferred Groundwater Flow Direction: Based on subsurface investigation activities completed by Resource Controls in April 2011, groundwater beneath the Subject Property flows towards the southwest.

## 6.3 Exterior and Interior Observations

### 6.3.1 Physical Characteristics and Exterior Observations

- As previously mentioned in Section 3.4, the Subject Property consists of one wood-frame building with asbestos shingle siding, constructed in approximately 1896, and paved and unpaved areas.
- The Subject Property building is three (3) stories with a partial basement and fieldstone foundation.

### 6.3.2 Interior Inspection

The following is a summary of the interior of the Subject Property building, which consists of an area of approximately 30,052 square feet:

- The Subject Property building was constructed in sections and is divided into several distinct areas: the main work floors, the office area, the boiler room, and the engine room.
- All areas of the Subject Property are currently vacant. Most windows, except in a portion of the third floor, have been removed and boarded over; the framed panes are being stored in the building.
- The southern portion of the first floor was formerly used as office space. The engine room and boiler room are located in the central portion of the Subject Property building. The remaining areas of the first floor and both upper floors are vacant work areas.

- A screen printing room was noted on the first floor in the western portion of the building. Small, empty containers of paints and printing materials were noted in this room.
- The Subject Property building has mostly hardwood floors, with tile floors in a few limited areas. Potentially asbestos-containing insulation was noted on exposed pipes throughout the building.
- The Subject Property building is heated by steam radiators and baseboard heaters, which are connected to a boiler fueled by natural gas. The heating system is currently inactive.

### 6.3.3 Use of Oil and/or Hazardous Materials

Aside from small containers of printing materials in the screen printing room, Resource Controls did not observe any evidence of the use of OHMs at the Subject Property during the site reconnaissance.

### 6.3.4 Underground and Aboveground Storage Tanks (USTs and ASTs)

The following table summarizes the UST formerly located on the Subject Property:

Volume (gal.)	Contents	Location	Installation Date	Removal Date	Purpose	Tank Material
5,000 UST	No. 2 fuel oil	Unknown	12/6/1979	8/26/1987	Heating	Steel

According to interviews with Mr. Harold Atkins of the Winthrop-Atkins Company (former Subject Property owner), and Mr. Dick Keyo of Bay State Specialty (current Subject Property co-owner), the 5,000-gallon No. 2 fuel oil UST was located along the northwest exterior wall of the Subject Property building, as depicted on Figure 2. The UST was removed from the Subject Property in 1987; no stained soil, holes in the tank, or other evidence of a release of oil or hazardous materials were reportedly observed during the removal. No environmental report was prepared documenting the condition of the UST and surrounding soil upon the removal of the tank.

As stated in Section 5.2.2, a permit dated February 19, 1974 was on-file at the Middleborough Fire Department for the installation of a 6,000-gallon gasoline UST at the address 151 Peirce Street. The permit lists the property as assessor's Map U-56, Lot 87. The assessor's lot designations in Middleborough have changed since 1974. According to personnel of the Middleborough Assessor's Office, Map U-56, Lot 87 corresponds to the property currently identified as Map 50K, Lot 4542, which is the vacant property located to the south of the Subject Property across Peirce Street. Based on this information, it is unlikely that the gasoline UST was located on the Subject Property.

No other evidence of the existence of USTs or ASTs on the Subject Property was discovered during site assessment activities. According to the UST data layer downloaded from the MassGIS website, the UST facility ID associated with the Subject Property is 13792. The Massachusetts Department of Environmental Protection (MassDEP) had no records or information concerning USTs or ASTs at the Subject Property.

### 6.3.5 Floor Drains/Sumps/Drywells/Lagoons/Pits/Ponds/Etc.

Two (2) floor drains were observed in restrooms of the Subject Property building. According to Mr. Carter, former Subject Property owner, these drains discharge into the municipal sewer system.

No drywells, lagoons, pits and/or ponds were observed during the site reconnaissance.

### 6.3.6 Polychlorinated Biphenyls (PCBs)

Fluorescent lighting ballasts were noted throughout the Subject Property building. Based on the model number of the ballasts and the manufacturer's information, the ballasts do not contain PCBs. One pole-mounted electrical transformer was noted in the courtyard on the southeastern side of the Subject Property building. Based on the apparent age of the transformer, less than ten years, it is considered unlikely to contain PCBs. No other potentially PCB-containing electrical equipment was noted at the Subject Property.

### 6.3.7 Dumping of OHMs, Debris or Construction Materials

No evidence of dumping was observed during the site reconnaissance.

### 6.3.8 Stressed Vegetation or Staining

No areas of unseasonably stressed vegetation or staining were observed during the site reconnaissance.

## 7.0 INTERVIEWS

### 7.1 Interview with Owner/Site Manager/Occupant

On February 17, 2011, Timothy Fletcher and Shauna Edson with Resource Controls interviewed Mr. Dean Harrison, Executive Director for Neighborhood Corporation. Information provided by Mr. Harrison has been included in numerous sections throughout this report. The following is a summary of additional information provided by Mr. Harrison:

- Shoe manufacturing operations at the Subject Property included cutting, stitching, bottoming, packing and shipping. All raw materials were brought to the facility for assembly; no fabrication was conducted on-site.
- The Subject Property building is served by an automatic sprinkler system.
- The freight elevator is on a cable and has no hydraulic components.

### 7.2 Interview with Past owner and Occupant

Shauna Edson of Resource Controls interviewed Mr. Robert Carter (current Subject Property owner and occupant) on March 2, 2011. Mr. Carter provided the following information:

- The building has been vacant since Mr. Carter purchased the Subject Property in 2001.
- The floor drains in the restrooms are connected to the municipal sewer system.
- No asbestos-containing materials or lead-based paint inspections or abatements have been previously conducted in the Subject Property building.
- The fluorescent lights in the building were installed prior to 2001.

Mr. Harold Atkins of the Winthrop-Atkins Company (former Subject Property owner), and Mr. Dick Keyo of Bay State Specialty (current Subject Property co-owner) were interviewed by Resource Controls personnel on March 29, 2011. Information obtained during these interviews was included in Section 6.3.4.

## 8.0 SUBSURFACE INVESTIGATION

### 8.1 Rationale for Work Scope

The Phase I ESA identified the following recognized environmental conditions at the Subject Property:

- The Subject Property was historically utilized for manufacturing and printing.
- Printing operations historically conducted at the Subject Property involved the use of various volatile organic solvents, including cyclohexane, toluene, and xylene.
- One (1) UST was formerly located at the Subject Property. Documentation pertaining to the condition of the tank and surrounding soil was not available to Resource Controls.
- Results of a limited ACM inspection of the Subject Property indicated that one sample of suspect ACM from the Subject Property building contained 2% chrysotile.

To further investigate these concerns, Resource Controls developed a scope of work for subsurface investigation to characterize soil and groundwater conditions at the Subject Property.

### 8.2 Pre-Drilling Activities

Activities conducted prior to the subsurface investigation included a mark out of the proposed locations of each soil boring, contacting "DigSafe" and the Town of Middleborough to mark out underground utilities in the vicinity of the Subject Property, preparation of a site-specific Health and Safety Plan, and coordination of field activities with the property representative and subcontractors.

### 8.3 Drilling and Monitoring Well Installation

On April 8, 2011, Resource Controls conducted a subsurface investigation that included the installation of five (5) soil borings, four (4) of which were completed as groundwater monitoring wells, field screening of subsurface soil, and laboratory analysis of selected soil and groundwater samples. Soil boring and monitoring well locations were selected to address recognized environmental conditions identified during Phase I assessment activities and to maximize coverage of the Site. The locations of the soil borings and monitoring wells are depicted on the Site Plan (Figure 2).

New England Geotech of Rhode Island utilized Geoprobe™ "direct-push" methods to install the borings. The soil borings were advanced to a depth of approximately 15 feet below grade. Drilling logs, which include lithologic descriptions, photoionization detector (PID) results and well construction details, are included as Appendix D. Lithologic descriptions were based on soil collected continuously from each boring using dedicated acetate soil sampling liners.

The monitoring wells were constructed of one-inch diameter, thread-coupled PVC materials. A ten-foot length of machine-cut, 0.01-inch slot well screen was installed at approximately five feet below the observed water table elevation to obtain an adequate and representative water supply for future well sampling activities. The monitoring wells were cement-grouted into place and completed with locking gripper caps and flush-mounted road boxes to limit surface water intrusions. Following installation, the monitoring wells were developed by removing five (5) well volumes of water from the well with a peristaltic pump.

#### 8.4 Soil Sampling and Analysis

Each soil sample was field screened for the presence of volatile organic vapors using a 10.6 eV PID in accordance with the Jar Headspace Method. Readings are documented on the drilling logs included in Appendix D.

Based on field observations, headspace screening results, and proximity to locations of identified environmental conditions of concern, selected soil samples from borings B-1, B-2, B-3, and B-5 were submitted for laboratory analysis of extractable petroleum hydrocarbons (EPH) with target polycyclic aromatic hydrocarbons (PAH) by MassDEP method 97-12. Additionally, one soil sample from boring B-4 was submitted for laboratory analysis of volatile organic hydrocarbons (VOCs) by EPA method 8260B. The soil samples were collected in clean containers provided by the laboratory. All soil samples were labeled in the field and transported to the laboratory under standard chain-of-custody protocol.

Laboratory analytical results reported EPH and VOC concentrations for all soil samples to be below laboratory reporting limits; as such, soil samples collected from the Subject Property did not indicate the presence of contaminants of concern above the applicable Massachusetts Contingency Plan (MCP) reportable concentrations. Soil analytical results are summarized in Table 1. A copy of the laboratory report is included as Appendix F.

#### 8.5 Groundwater Sampling and Analysis

On April 14, 2011, groundwater samples were collected from monitoring wells MW-1 through MW-4. Resource Controls utilized a peristaltic pump and dedicated polyethylene tubing to collect the groundwater samples from each well. Prior to sampling, a minimum of three (3) well volumes was purged from each of the monitoring wells.

Samples collected from monitoring wells MW-1 through MW-4 were submitted for laboratory analysis of volatile organic compounds by EPA Methods 8260B. Samples were collected in clean containers provided by the laboratory. All groundwater samples were labeled in the field and transported to the laboratory under standard chain-of-custody protocol.

Laboratory analytical results for groundwater samples collected from MW-4 indicated concentrations of trichloroethylene at 1.8 ug/L and tetrachloroethylene at 2.3 ug/L. No contaminants of concern were detected in the groundwater samples collected from the Subject Property in excess of the applicable Massachusetts Contingency Plan (MCP) reportable concentrations. Groundwater analytical results are summarized in Table 2. A copy of the laboratory report is included as Appendix F.

#### 8.6 Site Hydrogeology

On April 14, 2011, Resource Controls gauged the depth to the water table at the Subject Property and surveyed the top of casing elevation (TOC) of each monitoring well. The monitoring well TOC elevations were surveyed to an arbitrary benchmark elevation of 100.00 feet. Based on well gauging data, depth to groundwater at the Subject Property ranges from approximately 4.21 feet to 7.71 feet below grade, and the inferred groundwater flow direction is to the southwest. A well monitoring form documenting the gauging event is included as Appendix E. A Water Table Elevation Contour Plan is included as Figure 6.

## 9.0 LIMITED ASBESTOS-CONTAINING MATERIALS INSPECTION

### 9.1 Rationale for Work Scope

Based on the age, construction and former use of the Subject Property building, it was deemed likely that asbestos-containing materials (ACM) are present in the building. The abatement and management of ACM could potentially represent a significant cost during the demolition or renovation of the building.

### 9.2 Limited ACM Inspection

The limited ACM inspection was completed during the site reconnaissance on February 17, 2011. Representative samples were collected from suspect ACM found during the inspection. The inspection was performed by Mr. Timothy Fletcher, an EPA-accredited and MADLWD-certified Asbestos Inspector (AI061753).

All samples of suspect ACM were submitted to *Proscience Analytical Services, Inc.* of Woburn, Massachusetts under proper chain of custody and analyzed by EPA-600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples. Laboratory certifications are included as Appendix D.

The suspect ACM sampled consists of the following:

*Window glazing, sub-floor paper, black exterior wall weatherproofing paper, asphaltic shingles beneath cementitious siding, tape/joint compound on ceilings, cloth wrap electrical wire insulation, black resilient flooring, black insulation paper, black stairwell mastic, green resilient flooring, plaster, skim coat, and yellow flooring adhesive.*

Several materials were observed that are presumed to be asbestos-containing. These materials include: Aircell pipe insulation, mudded pipe fittings, sink condensate coating, and exterior cementitious shingle siding. Wet-wrapped pipe insulation and mudded fittings were visible in the crawl space beneath the southeast corner of the Subject Property building.

Additionally, materials that were not within the scope of this sampling effort included the fire doors to the boiler room and the materials comprising the roof system. The metal fire doors to the boiler room may contain an asbestos insulation based upon the age and condition. The roof system was not sampled due to accessibility and the desire to maintain the integrity of the system. These materials should be presumed to be asbestos-containing until sampling is performed to demonstrate an asbestos concentration of <1%.

Some locations of pipe insulation include significantly damaged areas. In particular, the boiler room has visible damaged insulation on the ground. The damaged insulation and debris should be properly removed and the boiler room cleaned by a licensed abatement contractor. Fiberglass insulation was observed on the boiler. Other materials that may exist, but would require selective demolition to access, could include packing, gasketing, and caulking.

Weatherproofing along the foundation was not observed; however, there is the potential for this material to exist on foundation surfaces below grade or those surfaces inaccessible to being viewed due to snow accumulation. There did not appear to be adhesive associated with the carpeting on the first floor; however, other flooring materials may be present beneath it.

The following summary table presents materials presumed to contain  $\geq 1\%$  asbestos. Photographs of several of the confirmed and presumed ACM are included within Appendix A.

Sample ID	Description	Location	Asbestos Type and Concentration	Estimated Quantity
05	Black resilient flooring	3 <sup>rd</sup> Floor former bathroom	2% Chrysotile	<200 SF
NA	Air-cell pipe insulation	3 <sup>rd</sup> Floor, boiler room	Presumed	270 LF
NA	Mudded pipe fittings	3 <sup>rd</sup> Floor, crawl spaces, boiler room	Presumed	42 LF
NA	Sink condensate coating	Throughout	Presumed	3
NA	Cementitious shingle siding	Exterior	Presumed	14,500 SF
NA	Contaminated debris	3 <sup>rd</sup> Floor, boiler room, crawl spaces	Presumed	650 SF
NA	Wet-wrapped pipe insulation	Crawl spaces	Presumed	120 LF
NA	Fire Doors	Boiler room	Presumed	85 SF
NA	Sheetrock	1 <sup>st</sup> Floor outside wall of paint/spray room	Presumed	120 SF
NA	VFT, black	Stairwell	Presumed	285 SF
NA	VFT, white 12"x12"	2 <sup>nd</sup> Floor, on green resilient flooring	Presumed	160 SF
NA	Boiler components	Boiler room	Presumed	1 EA

### 9.3 Abatement Cost Opinion

The cost opinion for the removal of the known and presumed ACM is approximately \$69,800.00. The results of additional sampling and analysis may indicate that some of these presumed materials contain <1% asbestos and do not need to be abated.

Prior to demolition, all materials positively identified or presumed to be asbestos-containing should be removed by a licensed asbestos contractor and disposed of in accordance with federal, state, and local regulations.

### 10.0 DATA GAPS

The following is a summary of the data gaps encountered during the completion of this Phase I ESA:

- No documented information was found to indicate the locations of the No. 2 fuel oil UST formerly used at the Site, and no documentation was on record regarding the condition of the UST upon removal.
- Title records were not provided to Resource Controls by the User.
- The labeling on the fluorescent lighting ballasts in the building did not indicate a manufacture date or whether the ballasts contained PCBs.

Resource Controls consulted various sources of information to address the above-noted data gaps including interviews with knowledgeable personnel and a review of local and state records.

## 11.0 FINDINGS

Based on assessment activities conducted at the Subject Property, Resource Controls has identified the following environmentally significant findings:

- The Subject Property has been vacant since 2001 and was historically utilized for shoe assembly and packaging, manufacturing of photo mounts, and custom screen printing of promotional items. Printing operations included the use of various volatile organic solvents, including cyclohexane, toluene, and xylene.
- One (1) 5,000-gallon No. 2 fuel oil UST was formerly located at the Subject Property. Documentation pertaining to the condition of the tank and surrounding soil upon removal was not available to Resource Controls at the time of this investigation.
- The building is heated by steam radiators and baseboard heaters powered by natural gas. The building was historically heated with a boiler fueled by wood, coal, and later by No. 2 fuel oil.
- The Subject Property is not listed on any federal or state hazardous waste site databases.
- The Subject Property is served by municipal water and sewer services and by aboveground electric and telephone lines.
- Resource Controls conducted a limited ACM inspection of the Subject Property building on February 17, 2011. A total of 43 samples of building materials suspected to be ACM were collected from the Subject Property building. One sample was found to contain 2% chrysotile.
- Resource Controls conducted a subsurface investigation on the Subject Property in April 2011, which included the installation of five (5) soil borings, four of which were completed as groundwater monitoring wells, field screening of subsurface soil, and laboratory analysis of selected soil and groundwater samples.
- Laboratory analytical results of soil samples collected from the Subject Property reported EPH and VOC concentrations to be below laboratory reporting limits and the applicable MCP reportable concentrations.
- Laboratory analytical results for groundwater samples collected from MW-4 indicated concentrations of trichloroethylene at 1.8 ug/L and tetrachloroethylene at 2.3 ug/L. No contaminants of concern were detected in the groundwater samples collected from the Subject Property in excess of the applicable Massachusetts Contingency Plan (MCP) reportable concentrations.
- Based on well gauging data, depth to groundwater at the Subject Property ranges from approximately 4.21 feet to 7.71 feet below grade, and the inferred groundwater flow direction is to the southwest.



## 12.0 CONCLUSIONS AND RECOMMENDATIONS

Resource Controls has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E 1527-05, and our contract dated January 24, 2011, of 151 Peirce Street, in the Town of Middleborough, Massachusetts (the Subject Property). Any exceptions to, or deletions from, this practice are described in Section 12.0 of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the Subject Property except for the following:

- The Subject Property was historically utilized for manufacturing and printing.
- Printing operations historically conducted at the Subject Property involved the use of various volatile organic solvents, including cyclohexane, toluene, and xylene.
- One (1) UST was formerly located at the Subject Property. Documentation pertaining to the condition of the tank and surrounding soil was not available to Resource Controls.
- Results of a limited ACM inspection of the Subject Property indicated that one sample of suspect ACM from the Subject Property building contained 2% chrysotile.
- The cost opinion for the removal of the known and presumed ACM is approximately \$69,800.00. The results of additional sampling and analysis may indicate that some of these presumed materials contain <1% asbestos and do not need to be abated.

Based on the above-noted recognized environmental conditions, Resource Controls conducted a Phase II Environmental Site Assessment in conformance with the ASTM Practice E 1903-97, "Standard Guide for Environmental Site Assessments: Phase II Environmental Site Assessment Process," published February 1998 (re-approved 2002), and the scope and budget established by the client. The following is a summary of the Phase II ESA activities:

- Laboratory analytical results of soil samples collected from the Subject Property reported EPH and VOC concentrations to be below laboratory reporting limits and the applicable MCP reportable concentrations.
- Laboratory analytical results for groundwater samples collected from MW-4 indicated concentrations of trichloroethylene at 1.8 ug/L and tetrachloroethylene at 2.3 ug/L. No contaminants of concern were detected in the groundwater samples collected from the Subject Property in excess of the applicable Massachusetts Contingency Plan (MCP) reportable concentrations.

Based on the proceeding, Resource Controls recommends no further assessment activities. However, prior to demolition, all materials positively identified or presumed to be asbestos-containing should be removed by a licensed asbestos contractor and disposed of in accordance with federal, state, and local regulations.

Resource Controls is available to assist with the implementation of the above noted recommendations.