

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

TLA-HOLBROOK LLC,

Plaintiff,

v.

TOWN OF HOLBROOK,
MASSACHUSETTS, TOWN OF
HOLBROOK SELECT BOARD, TOWN
OF HOLBROOK PLANNING BOARD,
TOWN OF HOLBROOK
CONSERVATION COMMISSION,
CATHERINE GOLDRICK, PATRICIA
CONWAY, PAMELA CAMPANELLA,
WILLIAM CONRAD, CHRISTOPHER
EDDINGTON, KIMBERLY ALLARD,
ERIC HELFER, RICHARD COOMBS,
FRANK DUGGAN, JOHN RUSSO,
BRIAN LUTZ, and ZACHARY KONTRA
individually and in their official capacity as
current or former agents or officials of the
Town of Holbrook; and KEVIN COSTA,
DAVID REILLY, WILLIAM WATKINS,
CHRISTOPHER GOLDEN, BRIAN
DONOVAN, CHRISTOPHER LADE,
FRED WHITE, and WILLIAM FORTE in
their official capacity as current or former
agents or officials of the Town of Holbrook,

Defendants.

Case No. _____

COMPLAINT

TLA-Holbrook LLC (“TLA”) seeks to construct a much-needed municipal solid waste transfer station in Holbrook, Massachusetts, and brings this action to address the concerted conduct of Holbrook politicians and municipal board members to thwart TLA’s lawful efforts to construct this critical infrastructure. This action follows nearly two decades of exhaustive permitting efforts, good-faith cooperation, and repeated accommodations, during which

Defendants engaged in egregious bad-faith conduct, including pretextual denials of routine permits for independent political gain. Specifically, TLA seeks to secure redress for the Defendants' violations of TLA's federally granted civil rights, enforce its rights under contract, and obtain compensation for the taking of its real property: the site to construct and operate a 1,000 tons-per-day transfer station anticipated to be worth in excess of \$75 million in profits over its operating life.

This is far more than a routine zoning disagreement. TLA entered into a binding Lease and Host Community Agreement with the Town of Holbrook to redevelop a contaminated parcel at 3 Phillips Road (the site of the former Holbrook Chemical Company and now owned by Holbrook through a tax taking) and build a modern municipal solid waste transfer facility at 1, 3, and 6 Phillips Road. Under the Lease Agreement, which residents of Holbrook broadly supported through multiple town-wide votes, the Town would receive substantial economic and community benefits, such as monthly payments tied to facility operations, free residential municipal solid waste services, and remediation of the contaminated property.

TLA worked diligently over many years to secure the state and municipal permits required to develop the proposed transfer station at the site. After receiving those permits – including several from the Town – TLA faced prolonged delay in constructing the Project attributable to events outside its control: TLA successfully defended against multiple abutter appeals brought by the Town of Randolph in both Massachusetts Superior Court and Appeals Court and then faced additional delay while awaiting MassDEP's issuance of the Authorization to Construct.

When MassDEP finally issued the Authorization to Construct and TLA was prepared to begin work, the Town's posture shifted as local politics turned from supportive to obstructive.

TLA's project became a central campaign issue for Town of Holbrook Select Board candidates, and several candidates ran, and won, on platforms expressly and strongly opposed to the Project.

What followed was not an even-handed or fair review of TLA's applications for required municipal permits. The Town's boards refused reasonable extension requests for previously issued approvals, forcing TLA to reapply for permits for substantially the same Project. TLA was then subject to drawn-out, illegal, unfair, and inconsistent treatment at the hands of the Holbrook Conservation Commission and Holbrook Planning Board, all instigated by the Select Board. For example, after a total of 18 public hearings and four site walks, the Commission denied TLA's application for a wetlands permit, despite its prior approval of the same Project only a few years earlier. The Commission improperly and arbitrarily denied TLA's permit application for reasons that completely disregarded the substantial and unrebutted expert evidence TLA provided.

The Planning Board followed a similar pattern: holding 10 public hearings, receiving extensive expert opinions, and requiring TLA to submit written responses to more than 150 questions, many of which were duplicative or already answered in TLA's application materials. Despite TLA proposing conditions that the Planning Board previously agreed to in 2019, the Planning Board denied TLA's site plan application, claiming TLA applied for the wrong permit.

The Town itself also escalated its efforts to stop TLA's project development. On April 4, 2025, it sent a letter to TLA purporting to terminate the Lease Agreement, asserting it was "no longer valid," even though it had been in place and relied on by the parties without objection for nearly 16 years, and despite express, contractual limitations on the Town's termination rights. Trying to understand the Town's new opposition to its Project, TLA submitted a public records request regarding inter-board communications about the Project, to which the Town projected it had more than 20,000 responsive documents. Despite good-faith efforts to narrow its request, to

date, the Town has failed to meet its production deadlines and provide TLA with a meaningful substantive response to its request.

These events did not occur in isolation. This treatment was a coordinated and outcome-driven effort, spearheaded by members of the Select Board, who historically opposed the Project and urged the Commission, the Planning Board, and the Town to reject TLA's Project, whether they had legal grounds to do so or not.

Defendants' actions constitute a startling abuse of government power: they coordinated denials of previously granted municipal approvals, imposed unpredictable and overly burdensome permitting requirements, and pressured members of public boards to deny permit applications on pretextual bases, regardless of the evidentiary record, legal standards, and the Town's contractual obligations. TLA brings this action to ensure the protection of its civil rights, enforce the Town's contractual obligations, and obtain just compensation for the illegal taking of its property interests.

PARTIES

1. Plaintiff TLA-Holbrook LLC ("TLA") is a Delaware corporation with a principal place of business in Massachusetts located at 40 Shawmut Road, Canton, Norfolk County, Massachusetts 02021.

2. Defendant Town of Holbrook (the "Town") is a municipality located in Norfolk County, Massachusetts. The Town's address is Holbrook Town Hall, 50 North Franklin Street, Holbrook, Norfolk County, Massachusetts 02343.

3. Defendant Town of Holbrook Select Board (the "Select Board") is a municipal board of the Town of Holbrook authorized to contract with private parties on behalf of the Town under the Holbrook General By-Laws. The Select Board's address is Holbrook Town Hall, 50 North Franklin Street, Holbrook, Norfolk County, Massachusetts 02343.

4. Defendant Town of Holbrook Planning Board (the “Planning Board”) is a municipal board of the Town responsible for reviewing and issuing, among other permits, site plan approvals under the Holbrook Zoning By-Laws. The Planning Board’s address is Holbrook Town Hall, 50 North Franklin Street, Holbrook, Norfolk County, Massachusetts 02343.

5. Defendant Town of Holbrook Conservation Commission (the “Commission”) is a municipal board of the Town of Holbrook with responsibility for reviewing and issuing orders of condition under the Holbrook Wetlands Protection By-Laws and the Massachusetts Wetlands Protection Act, M.G.L. c. 131, § 40. The Commission’s address is Holbrook Town Hall, 50 North Franklin Street, Holbrook, Norfolk County, Massachusetts 02343.

6. Defendant Patricia Conway is the Chair of the Select Board and is named individually and in her official capacity. Ms. Conway resides at 1 Westdale Road, Holbrook, Norfolk County, Massachusetts 02343.

7. Defendant Catherine “Katie” Goldrick is the Clerk, and former Chair, of the Select Board and is named individually and in her official capacity. Ms. Goldrick resides at 18 Johns Avenue, Holbrook, Norfolk County, Massachusetts 02343.

8. Defendant Kevin Costa is the Vice-Chair of the Select Board and is named in his official capacity. Mr. Costa resides at 8 S Shore Road, Holbrook, Norfolk County, Massachusetts 02343.¹

9. Defendant Pamela Campanella is a member of the Select Board and is named individually and in her official capacity. Ms. Campanella resides at 16 Spring Lane, Holbrook, Norfolk County, Massachusetts 02343.

¹ TLA names the Select Board, Planning Board, and Commission members in their official capacity and only lists members in their personal capacity for whom it has information or belief that they directed or participated in the collusive efforts to violate TLA’s fundamental rights.

10. Defendant David Reilly was a member of the Select Board in 2023 and is named in his official capacity. Mr. Reilly resides at 71 Juniper Road, Holbrook, Norfolk County, Massachusetts 02343.

11. Defendant William Watkins was a member of the Select Board in 2023 and is named in his official capacity. Mr. Watkins resides at 11 W Shore Road, Holbrook, Norfolk County, Massachusetts 02343.

12. Defendant Christopher J. Lade is a member of the Select Board, was a member of the Planning Board from 2021 to 2025, and is named in his official capacity. Mr. Lade resides at 101 Abington Avenue, Holbrook, Norfolk County, Massachusetts 02343.

13. Defendant Brian Donovan was a member of the Planning Board from 2018 to 2024 and Chair of the Planning Board from 2024 to 2025 and is named in his official capacity. Mr. Donovan resides at 109 Roberts Avenue, Holbrook, Norfolk County, Massachusetts 02343.

14. Defendant Eric Helfer is the Vice-Chair of the Planning Board and is named individually and in his official capacity. Mr. Helfer resides at 81 Blair Road, Holbrook, Norfolk County, Massachusetts 02343.

15. Defendant Christopher Eddington is the Chair of the Planning Board and is named individually and in his official capacity. Mr. Eddington resides at 52 Linfield Street, Holbrook, Norfolk County, Massachusetts 02343.

16. Defendant Kimberly A. Allard is the Clerk of the Planning Board and is named individually and in her official capacity. Ms. Allard resides at 440 Weymouth Street, Holbrook, Norfolk County, Massachusetts 02343.

17. Defendant Christopher Golden was the Chair of the Planning Board in 2023 and is named in his official capacity. Mr. Golden resides at 3 Kenmar Drive, Holbrook, Norfolk County, Massachusetts 02343.

18. Defendant William Conrad is a member of the Planning Board, was formerly a member and Chair of the Commission from 2023 to 2025, and is named individually and in his official capacity. Mr. Conrad resides at 78 Stevens Drive, Holbrook, Norfolk County, Massachusetts 02343.

19. Defendant Richard Coombs is a member of the Commission and is named individually and in his official capacity. Mr. Coombs resides at 28 E Shore Road, Holbrook, Norfolk County, Massachusetts 02343.

20. Defendant Frank Duggan is a member of the Commission and is named individually and in his official capacity. Mr. Duggan resides at 155 Belcher Street, Holbrook, Norfolk County, Massachusetts 02343.

21. Defendant John Russo is the Vice-Chair of the Commission and is named individually and in his official capacity. Mr. Russo resides at 15 Orchard Street, Holbrook, Norfolk County, Massachusetts 02343.

22. Defendant Brian Lutz is a member of the Commission and is named individually and in his official capacity. Mr. Lutz resides at 26 Sherrick Avenue, Holbrook, Norfolk County, Massachusetts 02343.

23. Defendant Zachary Kontra is a member of the Commission and is named individually and in his official capacity. Mr. Kontra resides at 19 Cottage Street, Holbrook, Norfolk County, Massachusetts 02343.

24. Defendant Fred White is the Chair of the Commission and is named in his official capacity. Mr. White resides at 34 Elm Avenue, Holbrook, Norfolk County, Massachusetts 02343.

25. Defendant William Forte is a former member and Chair of the Commission in 2023 and is named in his official capacity. Mr. Forte resides at 1 Hamilton Way, Holbrook, Norfolk County, Massachusetts 02343.

JURISDICTION AND VENUE

26. This Court has subject matter jurisdiction over federal civil rights claims under 42 U.S.C. § 1983, and supplemental jurisdiction over state law claims under 28 U.S.C. § 1367(a).

27. This Court is the proper venue for this matter pursuant to 28 U.S.C. § 1391 because the Town of Holbrook and the property in dispute are located in the Commonwealth of Massachusetts.

28. This Court has personal jurisdiction over the parties because each has its principal place of business or is domiciled in Massachusetts.

FACTUAL ALLEGATIONS

The Town of Holbrook Seeks Development of Waste Transfer Station

29. In 2005, members of the Holbrook Select Board approached Jack Walsh and Mike Gustin following their launch of Champion City Recovery, a construction and demolition waste transfer facility, located in nearby Brockton, Massachusetts.

30. Based on the success of the Champion City project, the Select Board members sought to discuss the prospect of developing a municipal solid waste transfer station at 3 Phillips Road, Holbrook (the “Project”).

31. 3 Phillips Road is located in the Town’s Industrial Zoning District near the intersection of Phillips Road and Mear Road on the west side of Holbrook, with the

Massachusetts Bay Transit Authority's commuter rail to the west, the Baird & McGuire Superfund Site to the south, the Cochato River to the east, and industrial properties along Phillips Road to the north.

32. At that time, 3 Phillips Road was owned by the Holbrook Chemical Company, a defunct corporation that owed substantial real estate taxes. The Select Board was aware of the deteriorated condition of 3 Phillips Road, including the need for remediation and the presence of dilapidated, unusable structures.

33. In order to pursue this project, Mr. Walsh and Mr. Gustin formed Holbrook Environmental Logistic Partnerships ("HELP"), in which they served as managers.

34. Following a series of discussions and negotiations, HELP and the Town reached an agreement in principle that Holbrook would obtain title to 3 Phillips Road through a tax taking proceeding and then lease that property to HELP for the purpose of building and operating a transfer station.

35. The property at 3 Phillips Road is a MassDEP-listed contaminated site under the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E.

36. On June 28, 2005, the Commonwealth of Massachusetts awarded the Holbrook Chemical Company's property at 3 Phillips Road to the Town because of unpaid taxes and the Town assumed liability for site clean-up.

37. The cost of remediation of the contamination at the property has been estimated at approximately \$2 million.

38. On May 15, 2006, at Holbrook's Annual Town Meeting, the Town voted to authorize the Select Board to lease 3 Phillips Road to HELP for the development and construction of a municipal solid waste-by-rail transfer station.

39. Then, in a townwide referendum, Holbrook residents overwhelmingly voted to authorize the Select Board to negotiate and enter a lease and host community agreement on behalf of the Town for HELP to develop the Project on the Property.

40. On February 19, 2009, the Select Board entered into the Lease and Host Community Agreement with HELP (the "Lease Agreement"). A true and accurate copy of the Lease Agreement is attached as Exhibit 1.

41. On March 26, 2009, HELP assigned its leasehold interest to TLA, as permitted by Section 17.1 of the Lease Agreement.

42. HELP and the Town entered into the Lease Agreement for the express purpose of "constructing and operating a commercial solid waste transfer, management and recycling facility," as stated in Section 2.1 of the Lease Agreement.

43. Pursuant to Sections 3.1, 3.2, and 6.3 of the Lease Agreement, the lease is for a duration of 20 years, with the right to four successive extensions of five years each, beginning once the transfer station is licensed to operate and accept 1,000 tons of municipal solid waste per day.

44. Under Section 5 of the Lease Agreement, TLA also accepted the responsibility of remediating the contamination on the Property, including conducting necessary preliminary assessments as required by the Massachusetts Contingency Plan.²

² TLA has diligently advanced the Site through Phases I, II, III, and IV of the Massachusetts Contingency Plan, which includes completion of site investigation, comprehensive assessment, remedy selection, and development of a Remedy Implementation Plan. These efforts reflect TLA's substantial investment in and commitment to achieving regulatory compliance and site remediation.

45. Section 4.3 of the Lease Agreement states (emphasis added):

Town agrees to cooperate with Tenant in procuring the Permits and Rail Access, to the extent such cooperation does not constitute a conflict of interest. Town shall review any and all applications for Permits with impartial consideration and in accordance with all applicable statutes and/or bylaws. Tenant shall assume fully all obligations under any such approvals and permits and releases, hold harmless and indemnify Town from all liabilities thereof except as limited by the last sentence of Section 5.2 hereof. Tenant shall use its commercial good faith and diligent efforts to obtain the Permits and Rail Access within thirty-six (36) months from the Lease Execution Date (the "Permit Period"). The failure of Tenant to obtain the Permits or Rail Access within said Permit Period shall not be grounds for termination of this Lease if the delay is caused by the lack of timely action by any permit granting authority or the appeal of any regulatory decisions or approvals necessary to commence construction and operate the Facility and Tenant diligently prosecutes or defends any such appeals.

46. Section 4.3 requires the Town to “cooperate” with TLA and act with “impartial consideration” in reviewing TLA’s local permit applications.

47. Furthermore, under Section 4.3, the Town is barred from terminating the Lease Agreement if “the delay is caused by the lack of timely action by any permit granting authority or the appeal of any regulatory decisions or approvals necessary to commence construction.”

48. Section 3.4 of the Lease Agreement states (emphasis added):

Subject to Section 4.3 hereof, the parties agree that if the Permits and Rail Access (defined in Article IV below) have not been obtained within thirty-six (36) months from the Lease Execution Date; if the Facility construction has not been commenced within six (6) months from the date the Permits and Rail Access are obtained; or if the Facility has not been completed within twenty-four (24) months from the date the Permits are obtained, the Town may elect to terminate this Lease upon ninety (90) days' written notice to the Tenant; provided, however, that if the Permits and Rail Access are obtained, the Facility construction is commenced or the Facility has been completed within such ninety (90) day period, whichever is applicable, such termination notice shall be null and void, and this Lease shall continue in full force and effect. *Notwithstanding the foregoing, the Town agrees that it will not seek to terminate the Lease under this Section 3.4 during any period in which the Tenant has made substantial progress towards obtaining the Permits and Rail Access and/or constructing the Facility, and is actively and in good faith seeking final approval of the Permits and Rail Access and/or diligently pursuing completion of the Facility consistent with Section 4.3 hereof.*

49. Thus, pursuant to Section 3.4 of the Lease Agreement, the Town is prohibited from terminating the Lease Agreement during any period in which TLA “has made substantive progress” towards obtaining permits and is “in good faith seeking final approval” of permits.

50. Section 17.1 of the Lease Agreement allows TLA to assign or sublease the Property with written consent from the Town, which “shall not be unreasonably withheld.”

51. The Town’s departments, boards, and committees were made aware of these provisions of the Lease Agreement through TLA’s explicit references or attachments to their filings, including in applications to the Planning Board and the Commission.

The Importance and Economics of Solid Waste Infrastructure

52. A municipal solid waste transfer station is a critical infrastructure facility that receives municipal solid waste from haulers, then transfers it by rail car to out-of-state disposal or processing facilities. Transfer stations are commonly used to manage the ever-dwindling options for solid waste disposal in Massachusetts and provide lower cost and more efficient options for movement of waste and recycling materials by rail.

53. The development of a transfer station typically requires significant upfront capital investment in site preparation, permitting, and infrastructure.

54. Transfer stations generate revenue primarily through “tipping fees,” which are fees charged to waste haulers based on the volume or weight of waste delivered to the facility. These tipping fees are a standard industry mechanism for covering operating costs and generating profit.

55. In addition to tipping fees, transfer stations may generate revenue from service agreements with municipalities or commercial waste generators.

56. Because revenue is directly tied to the amount of waste received, transfer stations are economically viable when located in areas with sufficient waste generation and transportation demand, like Massachusetts, which has not permitted a new landfill in the last decade, and projected that “landfill capacity for municipal solid waste . . . [will] decline to *virtually zero* by [2030].”³

57. The economic feasibility of such a project depends on long-term site control, predictable and uniform regulatory treatment, and the ability to collect tipping fees over time to recover those capital costs.

58. Pursuant to Section 6 of the Lease Agreement, TLA provided and continues to provide economic benefits to the Town and its residents in the form of monthly payments of \$2,000 during the permitting and construction process. After the facility is in operation, TLA will provide “tipping fees” calculated based on the tonnage of waste received and free curbside trash pick-up and recycling drop-off for residents.

59. To date, TLA has paid the Town more than \$350,000 under the Lease Agreement. The Town began to reject payments in April 2025, so TLA now deposits those monthly payments into an escrow account.

60. Through the Lease Agreement, TLA reasonably anticipated generating on average over half a million dollars in revenue for the Town each year while in operation over its expected 40-year lifespan.

61. Upon information and belief, based on the number of residents in the Town of Holbrook and the cost of the private municipal trash pick-up for which residents currently pay,

³ Massachusetts Department of Environmental Protection, *2030 Solid Waste Master Plan: Working Together Toward Zero Waste*, at 3 (Oct. 2021), <https://www.mass.gov/doc/2030-solid-waste-master-plan-working-together-toward-zero-waste/download> (emphasis added).

TLA would save the Town of Holbrook's residents, collectively, over \$4 million dollars per year in free trash disposal.

62. TLA also reasonably expected that the value of the Property once permitted and prior to construction would be in excess of \$25 million; with a post-constructed value in excess of \$60 million.

63. The anticipated revenue from tipping fees and related operations formed the economic basis for HELP's proposed investment in the Property. Without the ability to operate a transfer station at 3 Phillips Road, HELP would not have otherwise agreed to remediate the Town's contaminated property.

TLA Diligently Pursued All Applicable Permits

64. Pursuant to the Lease Agreement, TLA began permitting a 1,000 tons-per-day transfer station project at 3 Phillips Road in 2009. Over time, TLA has come to lease two additional parcels of adjacent land to use for the Project at 1 and 6 Phillips Road in Holbrook (collectively with 3 Phillips Road, the "Property"), which are owned by One Phillips Development Trust and Six Phillips Road Trust, respectively.

65. As discussed below, TLA has diligently sought the necessary permits and approvals for the Project from the Town's municipal boards, including a Site Assignment from the Holbrook Board of Health, Site Plan Approval from the Holbrook Planning Board, a Special Permit from the Holbrook Zoning Board of Appeals, and an Order of Conditions from the Holbrook Conservation Commission. At times, TLA has also required the Holbrook Select Board's approval to file permit applications in its capacity as the owner of 3 Phillips Road. TLA also sought and received permits or approvals from MassDEP, including a Site Suitability Report and Authorization to Construct, as well as a determination from and Massachusetts Executive

Office of Energy and Environmental Affairs' MEPA Office that the Project did not require further review under the Massachusetts Environmental Policy Act, M.G.L. c. 30, § 61; 310 CMR 11.00 *et seq.*

66. During the initial permitting of the Project, Holbrook municipal boards worked cooperatively and in accordance with the laws and regulations governing their review of this Project and any project.

67. However, during this period, the adjacent Town of Randolph opposed the Project and sought to disrupt or defeat TLA's permit applications. Randolph opposed the Project at Holbrook municipal hearings and appealed their decisions. In each instance, Randolph's challenges were defeated in front of municipal permitting authorities and in subsequent appeals to Land Court, Superior Court, and ultimately the Appeals Court.

68. TLA initially received Special Permits for the Project from the Holbrook Zoning Board of Appeals on September 9, 2009, and again on March 9, 2010.

69. TLA then began the significant process of obtaining a Site Suitability Report from MassDEP and a Site Assignment from the Holbrook Board of Health.

70. Under Massachusetts law, developers of a solid waste transfer station must obtain a site assignment pursuant to M.G.L. c. 111, § 150A. This requires an extensive application to MassDEP in which the applicant presents evidence of compliance with 19 site suitability criteria. If the MassDEP agrees that the site is suitable for the proposal solid waste project, it will issue a Site Suitability Report approving the project. The applicant then must apply to the local board of health for its portion of the site assignment process, which includes presenting evidence on the same 19 site suitability criteria. The board of health proceedings are quasi-judicial and include a hearing officer and live cross-examination. *See* M.G.L. c. 111, § 150A; 310 CMR 16.40.

71. On April 25, 2017, TLA submitted its site suitability application to MassDEP.

72. After providing public notice, receiving written and verbal public comments, and meeting with Holbrook officials, MassDEP ultimately determined that the site met all relevant criteria, issuing a Report on Suitability for Site Assignment for TLA's Project.

73. On November 10, 2017, after extensive hearings on the Project's potential impact on public health, safety, and the environment, TLA then received a Site Assignment from the Board of Health that imposed 65 conditions on the Project. A true and accurate copy of the site assignment is attached as Exhibit 2. Though contested on appeal by Randolph, the Massachusetts courts repeatedly affirmed the Holbrook Board of Health's decision to approve the site assignment as valid and supported by substantial evidence. *See generally Town of Randolph Bd. of Health & Town of Randolph v. Town of Holbrook Bd. of Health & TLA-Holbrook LLC*, Dkt. No. 1782-CV-01597, 2021 WL 5113800 (Mass. Super. Ct. Oct. 16, 2020), *aff'd*, Dkt. No. 20-P-1423 (Mass. App. Ct. Oct. 29, 2021).

74. In 2019, TLA made a minor modification to the Project's design, and, after several detailed hearings, the Board of Health issued a second approval for this Project. A true and accurate copy of the minor modification approval is attached as Exhibit 3.

75. Because of design changes to the Project throughout the Site Assignment process, TLA was required to file two new Special Permit applications to the Holbrook Zoning Board of Appeals.

76. These applications were subject to four public hearings and were thoroughly reviewed by Civil and Environmental Consultants, Inc., the peer review engineering consultant for the Holbrook Zoning Board of Appeals and the Town.

77. On August 13, 2019, the Zoning Board of Appeals unanimously approved TLA's two Special Permits, which remain valid today.

78. Simultaneously, TLA sought site plan approval from the Planning Board under Section 10.6 of the Holbrook Zoning By-Laws. The Planning Board's review evaluated the Project's land use and design to ensure adequate protection of the Town's cultural, economic, and historic resources, preservation property values, promotion of community attractiveness, and prevention of incompatible or substandard development. Holbrook Zoning By-Laws, § 10.6.1.

79. Importantly, a site plan approval cannot be denied unless it presents an issue so intractable that it could admit of no reasonable solution—in other words, that no reasonable condition would address that issue.

80. On August 19, 2019, the Planning Board constructively granted TLA's site plan approval application because the Massachusetts Superior Court found that the Planning Board's decision was untimely filed with the Town Clerk as required by the Section 10.6.13 of the Zoning By-Laws (the "2019 Site Plan Approval"). *See TLA-Holbrook LLC v. Town of Holbrook Planning Bd.*, Dkt. No. 1982-CV-1297 (Mass. Super. Ct. Oct. 16, 2020).

81. On November 11, 2020, TLA and the Planning Board entered a negotiated Stipulation Regarding Planning Board Conditions for the Project, which included 34 site plan conditions that would govern the Project's development and operation. A true and accurate copy of the stipulation is attached as Exhibit 4.

82. TLA also sought a permit under the Massachusetts Wetlands Protection Act and Holbrook Wetlands Protection By-Laws because part of the Project is sited within a wetlands buffer zone. *See* M.G.L. c. 131, § 40; 310 CMR § 10.00; Holbrook Wetlands Protection By-Laws, § 11-7.

83. The Massachusetts Wetlands Protection Act is implemented by both MassDEP and local conservation commissions, requiring projects to submit a notice of intent (i.e., a specific application under the Wetlands Protection Act) and comply with the statute, regulations, and local wetlands by-laws. In general, a local conservation commission is the initial permitting authority for a project. The conservation commission holds a public hearing on the notice of intent. In making its decision, a conservation commission must timely issue a permit to the applicant, either approving, conditioning, or denying a project. This permit is called an “order of conditions.”

84. On June 15, 2020, the Commission issued an order of conditions for the Project under DEP File No. 182-0517 (the “2020 Order of Conditions”), including a waiver of Section 4 of the Holbrook Wetlands Protection By-Law (the “Tree By-Law”). The 2020 Order of Conditions was set to expire after three years.

85. By the end of 2020, TLA was poised to begin construction on the Project as soon as MassDEP issued an Authorization to Construct (“ATC”), subject only to a ministerial building permit.

86. The ATC application requires full construction plans and drawings that are well beyond the plans and drawings required for local permitting, site suitability, and site assignment. These plans are only drafted after local permitting is complete to reduce the need for costly and time-consuming revisions that may be prompted by changes in the project design during local permitting.

87. On August 13, 2021, TLA applied to MassDEP for an ATC.

88. By its own regulations, MassDEP is obligated to issue a decision on the ATC within 60 days of the close of the public comment period. 310 CMR § 4.10(4)(g)3.e. That deadline was December 26, 2022. *Id.*; 310 CMR § 19.005.

89. Nearly 11 months after MassDEP's deadline had passed, on November 10, 2023, MassDEP finally issued an ATC, one day prior to the expiration of the 2019 Site Plan Approval and several months after the 2020 Order of Conditions expired.

Holbrook's Politicians Turn Against the Transfer Station Project

90. At the time the Town's municipal boards initially reviewed and approved the Project, the Town's elected leadership publicly supported the Project or, at minimum, did not openly oppose it.

91. As TLA awaited an ATC from MassDEP, however, the composition of the Town's Select Board materially changed following local elections in which opposition to TLA's Project became a central campaign issue.

92. Upon information and belief, several individuals who currently serve on the Select Board, including Ms. Conway, Ms. Goldrick, and Ms. Campanella, ran for office on platforms that expressly opposed the Project.

93. Upon information and belief, during their respective campaigns, these Select Board members publicly criticized the Project and aligned themselves with organized opposition to it, including through campaign messaging.

94. For example, in an interview with The Patriot Ledger, Ms. Campanella credited her public opposition to TLA's Project as the reason why she won a seat on the Select Board. A true and accurate copy of the article is attached as Exhibit 5.

95. The Town's posture toward the Project shifted dramatically following the elections of Ms. Campanella, Ms. Conway, and Ms. Goldrick. Extensions of previously approved permits were denied on pretextual grounds. Previously granted permits were denied for the identical project. Select Board members pressured members of other municipal boards to deny projects. The Town sought new lawyers to direct new methods to obstruct the Project.

96. Even when TLA sought signatures from the Town in their capacity as owner of 3 Phillips Road, such as for requests under the Notices of Activity and Use Limitations (NAULs) to begin remediation of the Property, the Select Board refused to cooperate.

The Conservation Commission Unjustifiably Reversed its Position on the Project.

97. On June 12, 2023, before the 2020 Order of Conditions expired, TLA submitted an extension request to the Commission pursuant to the Wetlands Protection Act and Holbrook Wetlands Protection By-Laws due to the unavoidable delays resulting from MassDEP's late issuance of the Project's ATC. On July 17, 2023, the Commission voted to deny the extension request without a valid legal basis.⁴ The Commission did not issue a written decision for their denial.

98. On November 20, 2024, the Massachusetts Permit Extension Act extended TLA's 2020 Order of Conditions by operation of law for an additional eight months, under which TLA could not have feasibly completed construction of the Project. *See* G.L. c. 238, § 280.

99. On May 16, 2025, to protect its substantial rights, TLA submitted a second extension request to extend the 2020 Order of Conditions. On June 9, 2025, the Commission again voted to deny the request without or valid legal basis. The Commission did not issue a written decision for their denial.

⁴ *See TLA-Holbrook LLC v Town of Holbrook Conservation Commission*, No. 23-cv-839 (Mass. Super. Ct. Sept. 6, 2023) (dismissed as moot).

100. TLA appealed both unlawful extension denials in Massachusetts state court.⁵

101. In the meantime, TLA pursued a new order of conditions for the Project from the Commission. On September 23, 2023, TLA filed another notice of intent with the Commission under DEP File No. 182-0557 (the “2023 Notice of Intent”), which included substantially the same application materials that were previously approved under the 2020 Order of Conditions.

102. On October 7, 2024, after 15 public hearings on the Project and three site walks of the Property, the Commission was unable to take a valid vote on the 2023 Notice of Intent because the Commission had failed to ensure that it maintained a quorum of eligible commissioners who had not missed more than one meeting to vote on the project.

103. TLA and the Commission agreed to allow TLA to withdraw its 2023 Notice of Intent and re-file the same notice of intent and application materials, to ensure that the Commission could legally vote on the Project.

104. On October 8, 2024, TLA withdrew the 2023 Notice of Intent.

105. On October 28, 2024, TLA filed with the Commission another Notice of Intent for the same Project under DEP File No. 182-0562 (the “2024 Notice of Intent”), which was substantially the same as the 2020 Order of Conditions and the 2023 Notice of Intent.

106. The Commission held three more public hearings on the 2024 Notice of Intent on November 18, 2024, December 9, 2024, and January 13, 2025, and a site walk on November 22, 2024.

107. During these public hearings, TLA re-presented the same application materials for the Project and responded to questions from the Commission and the public.

⁵ TLA challenged the Commission’s extension request denials in Massachusetts Superior Court. *See TLA-Holbrook LLC v Town of Holbrook Conservation Commission*, No. 23-cv-839 (Mass. Super. Ct. Sept. 6, 2023) (dismissed as moot); *TLA-Holbrook LLC v Town of Holbrook Conservation Commission*, No. 25-cv-753 (Mass. Super. Ct. July 14, 2025) (pending).

108. On January 13, 2025, the Commission closed the public hearing and voted 6-to-1 to deny an order of conditions for the Project under both the Massachusetts Wetland Protection Act and the Holbrook Wetlands Protection By-Laws.

109. On January 31, 2025, the Chair of the Commission mailed to TLA a purported written decision to deny an order of conditions, which was not signed by a majority of the commissioners. A true and accurate copy of the decision is attached as Exhibit 6. The failure of the majority of the Commissions to sign the decision rendered it invalid.

110. The Commission later, on March 5, 2025, issued another version of its decision. This time it was signed by the required majority of Commissioners but was outside the statutorily required timeframe for issuance of a decision and, therefore, also invalid.

111. The Commission claimed the Project did not comply with the Massachusetts Wetlands Protection Act because it “WILL alter and adversely affect Resource Areas under the Act . . . and that the work as proposed CANNOT be conditioned to meet the performance standards so as not to have significant or cumulative effects upon the interests of the Act . . .” *See id.*, at p. 3.

112. TLA appealed the Commission’s decision to MassDEP, requesting a Superseding Order of Conditions.

113. MassDEP issued a Superseding Order of Conditions in favor of TLA on February 6, 2026. A true and accurate copy of the Superseding Order of Conditions is attached as Exhibit 7.

114. The Commission did not appeal the Superseding Order of Conditions; during the March 16, 2026 Commission hearing, Mr. White, acting as Chair, acknowledged that the

decision not to appeal was influenced by town counsel's opinion that an appeal would have a low likelihood of success.

115. The Commission additionally denied the 2024 Notice of Intent on the basis that the Project does not satisfy the Tree By-Law contained in its local wetland bylaws.

116. The Tree By-Law at issue states:

In no case shall more than 50% of the tree cover be removed for any 100-foot long section of Buffer Zone, except in case of hardship where the applicant can demonstrate that no reasonable alternative exists. Tree cover is measured, for purposes of this section, as the basal area of trees with a 5-inch or greater DBH (diameter at breast height).

A true and accurate copy of the Holbrook Wetlands Protection By-Law, § 11-7 is attached as Exhibit 8.

117. The Commission failed to apply the plain language of the Tree By-Law and instead relied on criteria nowhere in the Holbrook Wetlands Protection By-Law, including speculative, unsubstantiated considerations concerning replanting feasibility, soil conditions, and the perceived ability to grow replacement trees elsewhere on the site:

TLA's Proposal violates Section 11-7: Section 4, of the Town of Holbrook's By-law, stated above. TLA's Proposal removes more than 50% of the trees for any 100-foot-long section of Buffer Zone.

Any hardship claim made by TLA that would exempt them from this By-law is also negated, by the fact that there is no space available on the site with soil/water conditions conducive to the growth of healthy specimens of the trees proposed to be removed.

Exhibit 6, at 8.

118. The Commission's reliance on such unfounded considerations constituted an unlawful rewriting of the Tree By-Law and an abandonment of the standards adopted by the Holbrook Wetlands Protection By-Laws.

119. The Commission further acted arbitrarily by ignoring substantial, unrebutted expert evidence in the administrative record demonstrating the absence of reasonable alternatives and the necessity of the proposed design for the transfer station to be sited near rail access.

120. Specifically, TLA provided evidence showing that the location and configuration of the proposed rail infrastructure is dictated by existing rail lines, operational safety requirements, and site constraints, and that no reasonable alternative would reduce tree removal while still allowing the Project to function.

121. Even under the Commission's incorrect interpretation of the Tree By-Law, the Commission's denial is internally inconsistent and lacks any rational basis because it acknowledges site constraints that prevent successful replanting while simultaneously using those same constraints as grounds to deny TLA an exception based on hardship relief.

122. The Commission's application of the Tree By-Law in this instance represents a dramatic departure from its prior treatment of this same Project, which included prior approval of tree removal associated with TLA's 2020 Order of Conditions, without any material change in the relevant facts or governing standards.

123. While the Commission was reviewing and coming to a decision on TLA's Project, the Commission granted an exemption for a different applicant's project that was similarly in violation of the same Tree By-Law.

124. At least one Commissioner expressed his concern that denying TLA's Project on this basis would be an unfair and inconsistent application of the Tree By-Law.

125. The Commission's denial reflects an *ad hoc*, selective, and outcome-driven approach to enforcement of the Tree By-Law, rather than a uniform and consistent application of established standards.

126. TLA challenged the Commission's denial under the local wetlands By-Law, which is currently pending before the Superior Court. *See TLA-Holbrook LLC v. Town of Holbrook Conservation Commission*, No. 25-CV-257 (Mass. Super. Ct. Mar. 5, 2025).

127. Following the Commission's denial, the Commission listed TLA on its agenda for its public meeting on February 24, 2025, but did not inform TLA that its project would be discussed.

128. Moreover, the Commission's failure to initially maintain a quorum for the 2023 Notice of Intent was a violation of the Commission's own originating statute, highlighting their failure to cooperate with even the most basic procedures.

129. Upon information and belief, the Commission denied TLA's 2024 Notice of Intent to ensure that the project would not be permitted to proceed, not based on the applicable Tree By-Law or the evidentiary record.

The Planning Board Arbitrarily Denied TLA's Site Plan Application.

130. On November 10, 2023, TLA submitted a request to the Planning Board to extend the Project's construction deadline in the 2019 Site Plan Approval due to MassDEP's substantially delayed issuance of the ATC.

131. On December 12, 2023, the Planning Board denied TLA's extension request.

132. The extension request denial forced TLA to file a new site plan approval application (the "2024 Site Plan Application") with the Planning Board on August 12, 2024, which included substantially the same application materials that were previously approved by both local agencies.

133. The Holbrook Zoning By-Laws required the Planning Board to file its site plan decision or extension with the Town Clerk within 90 days of receiving an application for site plan approval. Holbrook Zoning By-Laws, § 10.6.13.

134. TLA agreed to three extensions of the Planning Board's site plan review period on November 1, 2024, January 17, 2025, and February 22, 2025, so long as the Planning Board agreed to review the 2024 Site Plan Application in good faith.

135. The Planning Board held a series of 10 public hearings to consider the 2024 Site Plan Application on September 10, 2024, October 22, 2024, November 4, 2024, November 19, 2024, December 17, 2024, January 21, 2025, January 29, 2025, February 11, 2025, February 25, 2025, and March 4, 2025.

136. During the public hearings, the Planning Board heard multiple oral presentations by TLA's engineers and experts: Laura Bugay, P.E., of Green Seal Environmental, Inc., the Project's engineer of record; Robert J. Michaud, P.E., of MDM Transportation Consultants, Inc., the Project's traffic engineer; Marc C. Wallace, QEP, INCE, of Tech Environmental, Inc., the Project's air quality, odor, and sound expert; and Luke Mitchell of VHB Engineering, Surveying, Landscape Architecture and Geology, P.C., the Project's fiscal impact analyst.

137. During the public hearings, TLA responded to questions from the Planning Board and public.

138. In collaboration with the Project's engineer of record, TLA laboriously provided the Planning Board with more than 150 written responses to numerous – often duplicative – questions following the hearings. Many of these questions asked for information contained in TLA's original application or repeated previously asked and answered questions. Additionally, TLA often directed the Planning Board to corresponding pertinent information in the 2024 Site

Plan Application or supplemented the 2024 Site Plan Application with material necessary for the record.

139. The Project also received a third-party's review on behalf of the Planning Board from Susan E. Carter, P.E., LEED AP, of PLACES Associates, Inc. ("PLACES"). PLACES also engaged Dr. Kim Eric Hazarvatian, Ph.D., P.E., P.T.O.E., of TEPP LLC to review TLA's expert report and analysis on traffic. Dr. Hazarvatian agreed with the findings of TLA's traffic analysis.

140. TLA paid for the Planning Board's third-party reviewers, consistent with typical practice.

141. The Planning Board received written comment letters and heard oral reports about the Project from PLACES.

142. TLA's engineer addressed all comments raised by PLACES to its satisfaction.

143. On February 11, 2025, TLA provided the Planning Board with a set of proposed conditions to the site plan approval, which included all conditions previously approved by the Planning Board under its 2019 Site Plan Approval.

144. The proposed conditions were the primary focus of the last two public hearings on February 25, 2025 and March 4, 2025.

145. On February 24, 2025, February 26, 2025, and March 4, 2025, TLA and the Planning Board exchanged detailed revisions to the proposed site plan conditions.

146. After numerous hearings on TLA's 2024 Site Plan Application, the Planning Board – for the first time – took the position that TLA had filed the wrong application and should first seek a special permit to obtain a waiver for the Project's hours of operation.

147. TLA disagreed with the Planning Board's interpretation that the Zoning By-Laws, or General By-Laws, required TLA to obtain a special permit.

148. The Planning Board's *own* third-party reviewer, PLACES, and TLA each suggested that the parties take additional time to assess the legality of the Planning Board's proposition that a special permit was necessary for the Project.

149. TLA and PLACES alternatively requested that, rather than an outright denial, the Planning Board impose a condition requiring any necessary special permits be obtained prior to commencing work.

150. The Planning Board rejected both requests.

151. The Planning Board closed the public hearing and voted three-to-two to deny the 2024 Site Plan Application, instructing TLA to first apply for a special permit from the Planning Board and resubmit another application for site plan approval.

152. At the final Planning Board hearing on March 4, 2025, Mr. Helfer strongly suggested TLA withdraw its 2024 Site Plan Application.

153. The Planning Board's decision came more than 200 days after TLA filed the 2024 Site Plan Application, despite the 90-day requirement imposed by the Holbrook Zoning By-Laws.

154. In their decision, the Planning Board did not identify any intractable issues with the 2024 Site Plan Application, nor did they impose reasonable conditions on the Project.⁶

155. Upon information and belief, the Planning Board denied TLA's application not based on the applicable review criteria or the evidentiary record, but to ensure that the Project would not be permitted to proceed.

⁶ TLA challenged the Planning Board's denial, which is currently pending before the Land Court. *See TLA-Holbrook LLC v. Town of Holbrook Planning Board et al.*, No. 25-MISC-000224 (RBF) (Mass. Land. Ct. Mar. 28, 2025).

The Town Unlawfully Attempted to Terminate the Lease Agreement.

156. On January 29, 2025, during a continuation of a public hearing without TLA present, the Planning Board expressly stated the Lease Agreement was valid and legally binding.

157. At this meeting, Planning Board members acknowledged that – at the Select Board’s request – the Town’s counsel, David DeLuca of Murphy, Hesse, Toomey, & Lehane, LLP, reviewed the Lease Agreement and confirmed its validity.

158. During the January 29, 2025 Planning Board hearing, Ms. Allard acknowledged “I know [TLA is] not here to discuss it . . . I mean, I get that we’re bound to this Host Agreement. I also get that agreements are broken. . . I can’t co-sign someone’s bad decision.”⁷ Ms. Allard further stated she was “not looking to play dirty pool, *but* there is a provision in that Lease Agreement that said they had three years to get their permits and if they didn’t the agreement is null and void. Maybe there is something better.” Ms. Allard looked to Ms. Goldrick and said, “I mean, that is the Select Board, right?” *Id.* at 2:11-2:12 (emphasis added).

159. In response to a Planning Board member’s clarification that Town counsel already “reviewed and confirmed” the Lease Agreement was “still valid,” Ms. Allard looked to Ms. Goldrick and said “well, maybe we need to find a different opinion.” *Id.* at 2:13. Ms. Goldrick responded, “good point.” *Id.*

160. At the same January 29 hearing, Ms. Goldrick said she was “so proud” of the Planning Board for its critical review of the Project, expressed disdain for the Lease Agreement, and asked the Planning Board to consider those factors when making its decision.

161. In addition, Mr. Conrad of the Commission made a public comment that he hoped would inspire the Planning Board to deny the Project’s permit and the Select Board to terminate

⁷ See Town of Holbrook Planning Board: 1/29/25, at 2:08-2:09, <https://reflect-holbrook.cablecast.tv/CablecastPublicSite/show/5716?site=1>.

the Lease Agreement, stating: “Short but hopefully inspirational . . . I think we just got to buck up and figure out what we gotta do to try to stop them. I know it’s gonna be tough. I mean, this is 20 years in the making.”⁸

162. Upon information and belief, the Town then sought alternative legal counsel that would agree to further the Select Board’s goal of terminating the Lease Agreement and stopping the Project’s development.⁹

163. On April 4, 2025, the Town sent a letter to TLA terminating the Lease Agreement in its entirety, asserting that the Lease Agreement was “no longer valid.” A true and accurate copy of the letter is attached as Exhibit 9.

164. The Town’s letter does not refer to Section 3.4 of the Lease Agreement, nor does it refute that TLA “has made substantial progress towards obtaining . . . and is actively and in good faith seeking” the necessary approvals for the Project as required under Section 3.4.

165. On April 23, 2025, TLA promptly responded to the Town’s letter explaining that the Lease Agreement was legally valid when it was executed and remains valid, and that the Town’s actions constituted a breach of contract. A true and accurate copy of the response letter is attached as Exhibit 10.

166. Meanwhile, under M.G.L. c. 40A, § 17 and the Holbrook Zoning By-Laws, TLA appealed the Planning Board’s decision to deny the 2024 Site Plan Application as unlawful and in bad faith, seeking declaratory relief and damages from the Massachusetts Land Court. *See supra* ¶ 154 note 6.

⁸ Town of Holbrook Planning Board: 1/29/25, at 2:22:00-2:23:00, <https://reflect-holbrook.cablecast.tv/CablecastPublicSite/show/5716?site=1>. TLA can have a transcript of this hearing prepared at the Court’s request.

⁹ Town of Holbrook Planning Board: 1/29/25, at 2:08:00-2:13:00, <https://reflect-holbrook.cablecast.tv/CablecastPublicSite/show/5716?site=1>.

167. During the pendency of this appeal, at an open Select Board meeting on July 2, 2025, the Select Board discussed the pending Land Court action and expressed a need for a letter “regarding the TLA situation.” The Select Board moved for Ms. Goldrick to write the letter “outlining why it’s not in the best interest of Holbrook to have TLA present, incorporating, health, financial, and other relevant matters.” A true and accurate copy of the Select Board minutes is attached as Exhibit 11.

168. Ms. Goldrick submitted an affidavit in support of the Planning Board’s Cross-Motion for Summary Judgment in the Land Court,¹⁰ stating the Lease Agreement “no longer meets the needs of the Town or its residents.” A true and accurate copy of the affidavit is attached as Exhibit 12.

169. The Planning Board’s Cross-Motion for Summary Judgment reiterated the claims in the Select Board’s April 4, 2025 letter and argued that the Lease Agreement is void.

170. In its opposition response, TLA pointed out that Ms. Goldrick was not a signatory to the Lease Agreement, she improperly inserted the Select Board’s current motives into the Lease Agreement, and that regardless, her individual views cannot serve as a substitute for the collective vote of the Town in 2008. The affidavit also included several factual inaccuracies, which TLA raised in the Land Court.

171. As of the date of this filing, the Land Court matter remains pending before the court on cross-motions for summary judgment.

¹⁰ Defendants’ Memorandum in Support of their Opposition to TLA-Holbrook LLC’s Motion for Partial Summary Judgment and Defendants’ Cross-Motion for Summary Judgment, *TLA-Holbrook LLC v. Town of Holbrook Planning Board et al.*, No. 25-MISC-000224 (RBF) (Mass. Land. Ct. Mar. 28, 2025).

The Select Board Pressured the Town's Local Boards to Block TLA's Project.

172. Within a few months of each other, the Commission denied the 2024 Notice of Intent, the Planning Board denied the 2024 Site Plan Approval, and the Select Board attempted to terminate the Lease Agreement.

173. Together, these actions signaled a drastic departure from the Town's previous endorsement of the Project and collectively show the coordinated efforts between the Defendants to deny TLA's Project.

174. At a public hearing before the Commission, on March 25, 2024, Mr. Forte, who was the Chair of the Commission at the time, expressed serious concern about other boards' interference with TLA's Project and the outcome of the Commission's proceeding.

175. Laura Bugay, TLA's project engineer, further confirmed coordination among the Town's local boards after speaking directly with Mr. Forte and Mr. White, the current Chair of the Commission. A true and accurate copy of Ms. Bugay's sworn affidavit recounting these conversations is attached as Exhibit 13.

176. In a telephone call with Ms. Bugay, Mr. Forte confirmed his comments during the March 25, 2024 public meeting about board interference were directed at the Select Board.

177. According to Mr. Forte, the Select Board devised a plan "stomp out" TLA's Project, primarily driven by two new members who were vehemently "anti-transfer station."

178. Mr. Forte ultimately left the Commission as a result of this interference and collusion by the Select Board.

179. The Select Board then intentionally filled the Commission with appointed individuals who opposed TLA's Project.

180. According to Mr. White, the Select Board and the Commission had multiple closed-door conversations, which he describes as “collusion.” During these meetings, the Select Board repeatedly urged the Commission to deny the Project.

181. Ms. Goldrick, as the Select Board Chair in 2024, pushed Mr. Conrad, the Commission Chair in 2024, to deny TLA’s Project.

182. The Select Board also pressured Mr. Frank Duggan, a member of the Commission, to vote against TLA’s Project using Mr. Duggan’s need for municipal approval of his own project in Holbrook, Massachusetts as leverage against him.

183. At a Commission hearing on October 9, 2024, Mr. Conrad admitted to discussing TLA’s Project with the Select Board outside appropriate public channels, and recognized that in doing so, he committed a “faux pas.”

184. At that time, it was common for the Chair of the Commission and the Chair of the Select Board to act without permission of their respective boards.

185. In a concerted effort to influence the Planning Board and the Commission’s decision-making process, Ms. Goldrick, Ms. Conway, and Ms. Campanella, attended the Planning Board and Commission hearings and publicly opposed the Project. These individuals addressed matters outside their professional expertise, often making illogical, unfounded comparisons and claims in a manner that appeared intended to inflame public sentiment and exert undue pressure on the Planning Board and the Commission.

186. At the end of the Planning Board hearing on January 29, 2025, the Planning Board continued to deliberate the Project and the Lease Agreement without TLA present. At this meeting, members of the Select Board and Commission made public comments in opposition to

the Project. None of these conversations or comments were recorded in the Planning Board's meeting minutes.

187. At this hearing, Ms. Goldrick of the Select Board participated in conversations related to the Lease Agreement's value to the Town, praised the Planning Board for its critical questioning of the Project, and stated: "We know this [Project] will affect us for generations, if we do accept this."¹¹

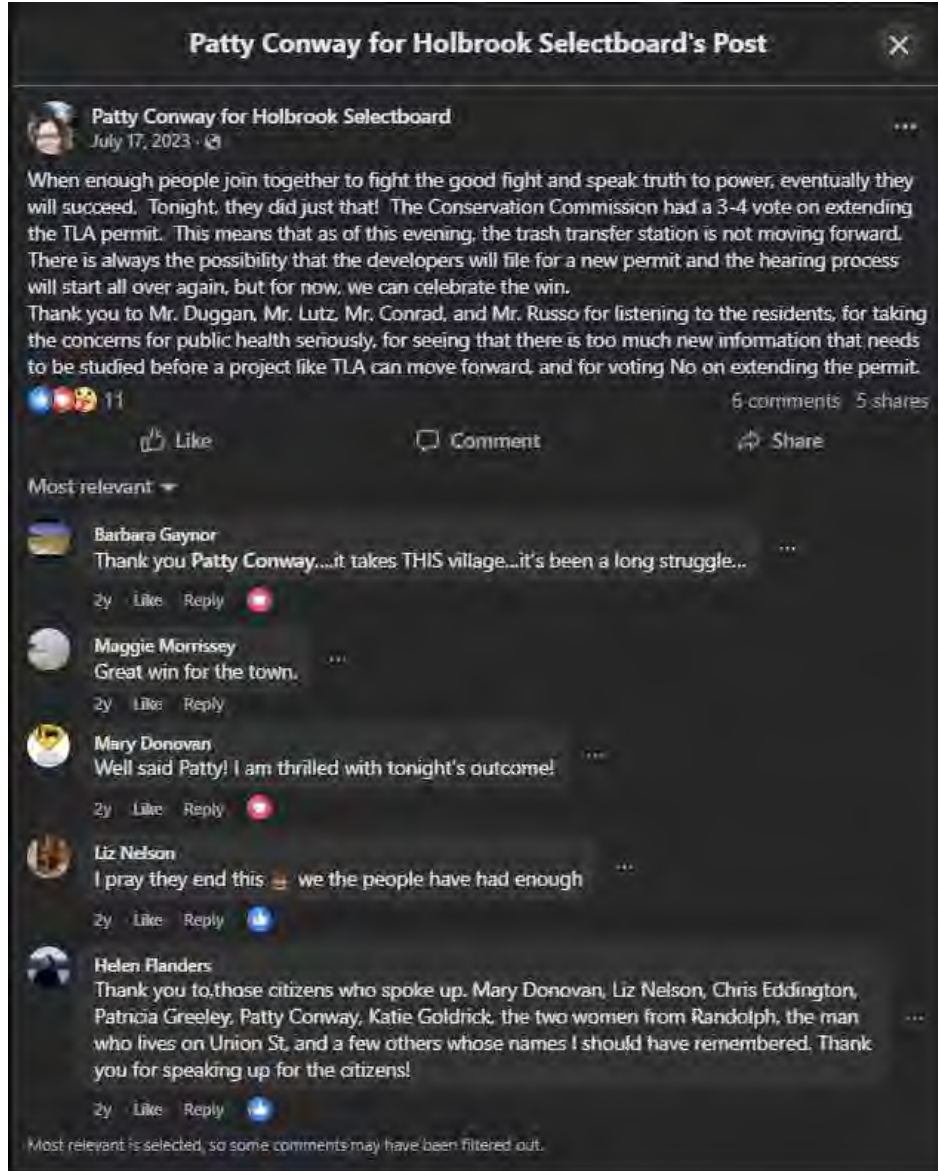
188. In addition, while the Project was pending before the Planning Board, Mr. Eddington, outside of public hearings and his fellow Planning Board members, sought affirmation from Ms. Conway on denying TLA's application for site plan approval, stating "[w]ith ConCom denying. I'm assuming the PB should cancel the TLA request." A true and accurate copy of this text message exchange is attached as Exhibit 14.

189. Ms. Goldrick, Ms. Conway, and Ms. Campanella publicly campaigned for their positions on the Select Board based on their opposition to TLA's Project. *Supra* ¶¶ 91-93.

190. Ms. Goldrick, Ms. Conway, and Ms. Campanella also exerted pressure through messaging disseminated on social media platforms, such as Facebook.

¹¹ Town of Holbrook Planning Board: 1/29/25, at 2:13:00, <https://reflect-holbrook.cablecast.tv/CablecastPublicSite/show/5716?site=1>.

191. For instance, Ms. Conway posted the following on Facebook:



192. Posts, such as this one, go well beyond neutral discussion of land use policy and instead framed the Project as something the Commission and the Planning Board should defeat.

193. Upon information and belief, Ms. Goldrick, Ms. Conway, and Ms. Campanella also opposed TLA's Project in a private Facebook group.¹²

¹² Stop Holbrook Transfer Station, Facebook Page, <https://www.facebook.com/groups/764218747118366> (last visited Feb. 11, 2026).

194. On September 22, 2025, TLA submitted a public records request to the Town regarding inter-board communications between members of the Select Board, Planning Board, Commission, and other municipal employees related to TLA's Project. A true and accurate copy of the request is attached as Exhibit 15.

195. The Town estimated it had more than 20,000 responsive documents, revealing extensive communication between the boards. The Town estimated that responding to TLA's request would cost \$25,000 and take more than 1,000 hours. A true and accurate copy of the response is attached as Exhibit 16.

196. The Town's extreme cost and time estimates for responding to the request were meant to impede TLA's collection of information that would be damaging to the Town and other named Defendants.

197. Determined to further obstruct TLA's permitting efforts and contrary to the Town's public records obligations under M.G.L. c. 66 § 10, the Town insisted that it could not meet its deadline for document production, forcing TLA to further limit the scope of their public records request to 2,000 documents.

198. The Town and TLA then agreed that the Town would respond to TLA's public records request as follows:

- By January 9, 2026, the Town agreed to review 1,000 documents and produce any that were deemed responsive to TLA's request, including any documents with lawful redactions and a privilege log.
- By January 30, 2026, the Town agreed to review an additional 500 documents and produce any that were deemed responsive to TLA's request, including any documents with lawful redactions and an updated privilege log.
- By February 16, 2026, the Town agreed to review all remaining documents and produce any that were deemed responsive to TLA's request, including any documents with lawful redactions and an updated

privilege log, and to produce any other records necessary to complete TLA's request.

199. The Town failed to comply with the production timelines: it ignored the January 30 and February 16 deadlines and TLA's multiple requests for status reports. To date, the Town has only produced 352 documents.

200. The Town, Select Board, Planning Board, Commission, and certain members of those boards deliberately conspired to violate and violated TLA's civil rights, breached the Lease Agreement, and took TLA's property without just compensation, all in furtherance of the politically motivated goal of preventing TLA from developing its legal Project.

COUNTS

201. All counts herein are pled in the alternative.

COUNT I — SUBSTANTIVE DUE PROCESS

(Against the Town of Holbrook, and Kevin Costa, David Reilly, William Watkins, Christopher Lade, Brian Donovan, Christopher Golden, Fred White, William Forte in their Official Capacity, and Patricia Conway, Catherine Goldrick, Pamela Campanella, Eric Helfer, Christopher Eddington, Kimberly Allard, William Conrad, Richard Coombs, Frank Duggan, John Russo, Brian Lutz, Zachary Kontra in their Individual and Official Capacity)

202. TLA incorporates by reference each and every allegation set forth above as if set forth fully here.

203. TLA has a property interest in its leases at 1, 3, and 6 Phillips Road, including the right to use and enjoy each property for a lawful purpose for which all requisite permits had previously been issued that is protected by the Fourteenth Amendment to the United States Constitution and 42 U.S.C. § 1983.

204. As a lessee, TLA is entitled to the right to use and enjoy these properties.

205. Acting under color of state law, the Town and members of the Planning Board, Commission, and Select Board deprived TLA of its protected property interests through conduct that was conscience-shocking in violation of the Fourteenth Amendment.

206. This conduct included but is not limited to:

- a. Reversing prior permit approvals without any material change in law or facts;
- b. Imposing shifting, inconsistent, and pretextual requirements;
- c. Conducting proceedings in a hostile and adversarial manner, constituting a fundamental procedural irregularity that deprived TLA of any meaningful opportunity for fair consideration; and
- d. Instituting delays by failing to hold a quorum and failing to read application materials.

207. Collectively, the actions of the Town and members of the Planning Board, Commission, and Select Board constituted a systemic denial of process for TLA with a goal of gaining political advantages for blocking the Project. This amounts to an abuse of governmental power so egregious and divorced from legitimate regulatory purposes as to “shock the conscience.”

208. Upon information and belief, the Town’s actions were undertaken pursuant to a municipal policy or custom with the goal of denying TLA’s Project. This policy or custom was instituted and directed by the Select Board, whose members exercised authority over the Town’s land-use and contractual affairs, and acted as final policymakers for the Town.

209. Upon information and belief, following public opposition to the Project, the Select Board communicated both openly and improperly behind closed doors with members of

the Planning Board and Commission and made clear that the Town opposed the Project and did not want it to proceed, irrespective of the Project's compliance with applicable regulations.

210. TLA suffered damages in the form of legal fees, permitting fees, rental payments, and lost profits as a result of the Town's actions.

COUNT II — EQUAL PROTECTION

(Against the Town of Holbrook, and Kevin Costa, David Reilly, William Watkins, Christopher Lade, Brian Donovan, Christopher Golden, Fred White, William Forte each in their Official Capacity, and Patricia Conway, Catherine Goldrick, Pamela Campanella, Eric Helfer, Christopher Eddington, Kimberly Allard, William Conrad, Richard Coombs, Frank Duggan, John Russo, Brian Lutz, Zachary Kontra each in their Individual and Official Capacity)

211. TLA incorporates by reference each and every allegation set forth above as if set forth fully here.

212. TLA has a property interest in its leases at 1, 3, and 6 Phillips Road, including the right to use and enjoy each property for any lawful purpose including for which all requisite permits had previously been issued that is protected by the Fourteenth Amendment to the United States Constitution and 42 U.S.C. § 1983.

213. As a lessee, TLA is entitled to the right to use and enjoy these properties, including as a transfer station as permitted by the Holbrook Zoning By-Laws and Lease Agreement.

214. Acting under color of state law, the Town and members of the Planning Board, Commission, and Select Board deprived TLA of its protected property interests through intentional and arbitrary discrimination in violation of the equal protection clause of the Fourteenth Amendment.

215. Upon information and belief, the Town's actions were undertaken pursuant to a municipal policy or custom with the goal of denying TLA's Project. This policy or custom was

instituted and directed by the Select Board, whose members exercised authority over the Town's land-use and contractual affairs and acted as final policymakers for the Town.

216. Upon information and belief, following public opposition to the project, the Select Board communicated both openly and improperly behind closed doors with members of the Planning Board and Commission and made clear that the Town opposed the Project and did not want it to proceed, irrespective of the Project's compliance with applicable regulations.

217. In response to this direction and pressure from the Select Board, the Planning Board and the Commission treated TLA's applications differently than similarly situated applicants by denying permits that were previously granted for the *exact same project*.

218. In addition, around the same time period that the Commission was reviewing and coming to a decision on TLA's Project, the Commission granted an exemption for a different applicant's project that was similarly in violation of the same Tree By-Law. At least one Commissioner expressed his concern that denying TLA's Project on this basis would be an unequal application of the Tree By-Law.

219. Moreover, the Planning Board and the Commission lacked a rational explanation for their unfair treatment of TLA.

220. Over the course of the Project's history, there have been no material changes to Holbrook's by-laws or standards that would suggest there is a rational basis for the Town's treatment of TLA.

221. No rational explanation has been given for Defendants' abrupt change in treatment.

222. Upon information and belief, Defendants acted with malice and/or bad faith toward TLA by subjecting them to overly harsh and burdensome reviews of their permit

applications as indicated by the excessive hearings and site walks, unnecessary quorum issues, and duplicative questions asked.

223. Defendants intentionally and wrongfully singled out TLA for adverse treatment based on their bad faith opposition to the Project and Town policy to deny the Project, which amounted to a gross abuse of power by which the Town predetermined that TLA's permit applications would be rejected.

224. TLA suffered damages in the form of legal fees, permitting fees, rental payments, and lost profits as a result of the Town's actions.

**COUNT III — REGULATORY TAKING
(Against the Town of Holbrook)**

225. TLA incorporates by reference each and every allegation set forth above as if set forth fully here.

226. TLA has a property interest in its leases at 1, 3, and 6 Phillips Road, including the right to use and enjoy each property for a lawful purpose.

227. TLA's property interest is protected from being "taken for public use, without just compensation" by the Fifth Amendment to the United States Constitution (as applied to state and local actors through the Fourteenth Amendment) and 42 U.S.C. § 1983, and Article 10 of the Declaration of Rights of the Constitution of Massachusetts.

228. The Town violated the Fifth and Fourteenth Amendment and Article 10 by substantially reducing the value of TLA's properties from a multi-million-dollar transfer station to an empty lot, such that it amounted to a taking.

229. The Town's extraordinary delay in granting permits for the Project is also a regulatory taking of the Property.

230. The Town's pretextual decision to block the Project, regardless of the material facts, constitutes a permanent deprivation of the economic value of the Property. Even without the Project, TLA is still responsible for the cleanup of the Property under Chapter 21E and would cost TLA more than \$2 million to remediate.

231. TLA reasonably expected to build a 1,000 ton-per-day transfer station as agreed to between TLA and the Town of Holbrook and memorialized in the Lease Agreement.

232. TLA reasonably expected that the Project would take 36 months to permit, as approximated by Section 3.4 of the Lease Agreement, and made investment-backed decisions to continue to seek permits from the Town.

233. Despite expressly contracting with TLA for the operation of transfer station, the Town made an abrupt about-face to thwart the Project.

234. The Town's coordinated actions to block the Project serve no legitimate purpose and are effectively an unlawful ban on transfer stations in the Town of Holbrook.

235. The Town's efforts permanently deprive TLA of its Project and, ultimately, amount to a taking of TLA's leased properties altogether.

236. The Town's unconstitutional taking of TLA's leased properties caused actual harm to TLA by significantly depreciating the value and limiting the usage of their properties.

**COUNT IV — MASSACHUSETTS CIVIL RIGHTS ACT (MCRA)
(Against Patricia Conway, Catherine Goldrick, Pamela Campanella, Eric Helfer,
Christopher Eddington, Kimberly Allard, William Conrad, Richard Coombs, Frank
Duggan, John Russo, Brian Lutz, Zachary Kontra each in their Individual Capacity)**

237. TLA incorporates by reference each and every allegation set forth above as if set forth fully here.

238. TLA has a property interest in its leases at 1, 3, and 6 Phillips Road, including the right to use and enjoy each property for a lawful purpose for which all requisite permits had

previously been issued, that is protected by Articles 1, 2, and 10 of the Declaration of Rights of the Constitution of Massachusetts.

239. Defendants interfered or attempted to interfere with TLA's right to their property by denying and obstructing permits, attempting to terminate the Lease Agreement, and opposing the Project in bad faith.

240. Defendants' interference was an attempt to coerce TLA into abandoning the Project altogether.

241. TLA suffered damages in the form of legal fees, permitting fees, rental payments, and lost profits as a result of the Town's actions.

COUNT V — BREACH OF CONTRACT
(Against the Town of Holbrook and the Select Board)

242. TLA incorporates by reference each and every allegation set forth above as if set forth fully here.

243. The Lease Agreement between TLA and the Town of Holbrook is a valid, binding, and enforceable contract.

244. At all times, TLA was ready, willing, and able to perform its duties under the Lease Agreement. TLA substantially performed its contractual duties, including by paying all required monthly lease payments and diligently pursuing the permits necessary to construct and operate the agreed upon transfer station.

245. Section 3.4 of the Lease Agreement strictly limits the Town's ability to terminate the Lease Agreement during any period in which TLA has made substantive progress toward obtaining permits and is acting in good faith to secure final approvals.

246. The Town, without a valid basis to terminate, attempted to void the Lease Agreement through its April 4, 2025 letter and again in its motion for summary judgment briefing with the Land Court.

247. By seeking to terminate the Lease Agreement on an unenumerated basis, the Town breached Section 3.4 of the Lease Agreement.

248. In addition, Section 4.3 of the Lease Agreement requires the Town to cooperate with TLA's permitting efforts and to ensure that permit applications receive impartial consideration.

249. The Town, acting through its agents, the Select Board, Commission, and Planning Board, breached Section 4.3 of the Lease Agreement by failing to cooperate with TLA's permitting efforts and by interfering with the permitting process.

250. Specifically, the Town, acting through and at the direction or inducement of the Select Board, improperly influenced the Planning Board and Commission to deny TLA's 2024 Site Plan Approval and 2024 Notice of Intent, respectively.

251. The Town, through the Commission, further failed to cooperate with TLA's permitting efforts by knowingly convening hearings without a quorum, thereby delaying and obstructing TLA's ability to obtain required approvals by failing to hold the necessary number of voting commissioners.

252. The Town, through the Planning Board and the Commission, also breached Section 4.3 of the Lease Agreement by failing to exercise impartial consideration in reviewing TLA's permit requests.

253. Rather than acting as neutral permit-granting authorities, the Planning Board and Commission acted in a manner reflecting bias and predetermined opposition to TLA's Project.

254. The Town's actions constituted material breaches of the Lease Agreement and deprived TLA of the benefit of its bargain.

255. As a direct and proximate result of the Town's breaches, TLA suffered substantial damages, including but not limited to:

- a. Lost profits associated with the approximately forty-year lease term contemplated by the Lease Agreement;
- b. Legal fees and costs incurred in challenging the improper denials of permits; and
- c. Out-of-pocket expenses associated with repeated and duplicative permitting efforts.

256. TLA is entitled to all available remedies at law and in equity, including compensatory damages, consequential damages, attorneys' fees where permitted, and such other relief as the Court deems just and proper.

**COUNT VI — BREACH OF THE IMPLIED COVENANT OF
GOOD FAITH AND FAIR DEALING
(Against the Town of Holbrook and the Select Board)**

257. TLA incorporates by reference each and every allegation set forth above as if set forth fully here.

258. Implied in every contract in Massachusetts, including the Lease Agreement between the Town and TLA, is a covenant of good faith and fair dealing.

259. The Town and Select Board violated TLA's reasonable expectations concerning the obligations of the Lease Agreement.

260. The Town and Select Board's acts or omissions, as set forth above in the above Counts, destroyed or injured TLA's right to "receive the fruits" of the Lease Agreement.

261. Based on the totality of the circumstances, the Town and Select Board acted with a lack of good faith, if not with bad faith, when it failed to uphold its contractual obligations; for example, by failing to conduct impartial reviews of TLA's permit applications, improperly inducing its local boards to deny TLA's permits, unduly delaying or obstructing TLA's permitting activities, and repudiating the Lease Agreement.

262. The Town and Select Board's breach of the implied covenant of good faith and fair dealing caused damage to TLA, including financial damages as TLA has been forced to incur substantial costs related to its Project permitting.

263. TLA is entitled to all available remedies at law and in equity as necessary and appropriate.

**COUNT VII — MASSACHUSETTS CONSUMER PROTECTION ACT (CH. 93A)
(Against the Town of Holbrook)**

264. TLA incorporates by reference each and every allegation set forth above as if set forth fully here.

265. The Town engaged in trade or commerce by entering into the Lease Agreement with TLA, a business entity, for the Property at 3 Phillips Road.

266. The Town used unfair or deceptive acts or practices to terminate the Lease Agreement by failing to comply with Section 3.4 which prevents the Town from seeking to terminate the lease if TLA "has made substantial progress towards obtaining . . . and is actively and in good faith seeking" the necessary approvals for the Project.

267. The Town was motivated by an ulterior motive of denying TLA's Project because of political animus, as demonstrated by the collusion between the Select Board, the Planning Board, and the Commission to block the Project.

268. The Town's actions caused damage to TLA, including, but not limited to, lost profits anticipated under the Lease Agreement, legal fees and costs from challenging permit denials, and out-of-pocket expenses from permitting efforts.

COUNT VIII — TORTIOUS INTERFERENCE
(Against Catherine Goldrick, Patricia Conway, and Pamela Campanella Individually)

269. TLA incorporates by reference each and every allegation set forth above as if set forth fully here.

270. The Lease Agreement between TLA and the Town of Holbrook is a valid, binding, and enforceable contract.

271. Alternatively, TLA and the Town had an actual business relationship in which TLA made regular payments to the Town, and a prospective business relationship in which TLA would provide monetary and non-monetary benefits to the Town in exchange for use of the Property for the development of its Project.

272. Ms. Goldrick, Ms. Conway, and Ms. Campanella, using their influence as Select Board members, knowingly induced the Town to sever its contract and/or relationship with TLA.

273. Ms. Goldrick, Ms. Conway, and Ms. Campanella repeatedly sowed doubt regarding TLA's trustworthiness, made statements that conveyed animus towards TLA, and contributed to unprecedented delays to force the Town to re-evaluate the Lease Agreement.

274. Upon information and belief, Ms. Goldrick, Ms. Conway, and Ms. Campanella intentionally interfered with TLA's Project through "improper motive or means" by attempting to block the Project for their own political gain and coordinating efforts with the Planning Board and Commission to find a pretextual basis to deny TLA's permits.

275. Ms. Goldrick, Ms. Conway, and Ms. Campanella also pressured municipal boards to deny permits in an effort to demonstrate that the Project would never be approved, and, thus, the Town should terminate the Lease Agreement.

276. Ms. Goldrick, Ms. Conway, and Ms. Campanella caused harm to TLA by interfering in TLA's contract and/or business relationship with Town.

277. This harm included the market value of the Property and Project under the Lease Agreement, monthly lease payments, and all fees and costs associated with challenging the improper permit denials.

**COUNT IX – MASSACHUSETTS CIVIL CONSPIRACY
(Against Catherine Goldrick, Patricia Conway, Pamela Campanella, Christopher Eddington, Kimberly Allard, Eric Helfer, and William Conrad individually)**

278. TLA incorporates by reference each and every allegation set forth above as if set forth fully here.

279. TLA alleges the Defendants engaged in two types of civil conspiracy under Massachusetts law: “concerted action conspiracy” and “true conspiracy.”

280. Ms. Goldrick, Ms. Conway, Ms. Campanella, Mr. Eddington, Mr. Helfer, Ms. Allard, and Mr. Conrad engaged in a concerted action conspiracy when they agreed to act in concert and join together in an unlawful and unfair manner, pursuant to a common plan to violate TLA's civil rights and to tortiously interfere with TLA's contract with the Town to stop the Project's development.

281. Upon information and belief, each defendant knew, or upon reasonable judgment should have known, about the other Defendants' conduct, the common tortious scheme, and its purpose.

282. Upon information and belief, each defendant substantially assisted or encouraged the other Defendants to achieve the common plan, knowing that such assistance contributed to

the common plan to violate TLA's civil rights and tortiously interfere with TLA's contract and business relationship with the Town.

283. Upon information and belief, members of the Select Board and Commission unlawfully colluded to stop TLA's Project.

284. At the January 29, 2025 Planning Board hearing, without TLA present, Ms. Allard acknowledged the Town was "bound" to the Lease Agreement, and that she "get[s] that agreements are broken." *See supra* ¶ 158, note 7 at 2:08-2:09. Ms. Allard stated she was "not looking to play dirty pool, *but*" immediately followed up with ideas on how get out of the contract while encouraging Ms. Goldrick of the Select Board, who was present at the meeting, to take such action. *Id.* at 2:12-2:13.

285. In response to a Planning Board member's clarification that Town counsel already "reviewed and confirmed" the Lease Agreement was "still valid," Ms. Allard looked to Ms. Goldrick and said "well, maybe we need to find a different opinion." *Id.* at 2:13. Ms. Goldrick responded, "good point." *Id.*

286. At the same January 29 hearing, without TLA present, Mr. Conrad encouraged members of his Commission, Planning Board, and Select Board to stop TLA's Project, stating "*we* gotta buck up and figure out what *we* gotta do to try to stop them." *Supra* ¶ 161, note 8 at 2:23 (emphasis added). Two days later Mr. Conrad issued an unlawful denial of TLA's wetlands permit.

287. As a result, each defendant is jointly and severally liable for the wrongful acts of the other Defendants.

288. Moreover, this combination of Defendants – as leaders and members of the Select Board, Planning Board, and Commission – engaged in a "true conspiracy" because they held a

“peculiar power of coercion” over TLA, since they had TLA’s business and financial future in their hands, and wrongfully exercised that power to get TLA to stop its transfer station permitting and development activity in the Town.

289. The Defendants’ conspiratorial acts have caused harm to TLA by interfering in TLA’s contract and/or business relationship with Town, preventing TLA from developing the Project, enjoying its property rights, and resulting in substantial monetary losses.

290. This harm includes the market value of the Property and Project under the Lease Agreement, monthly lease payments, and all fees and costs associated with challenging the improper permit denials.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff TLA-Holbrook LLC respectfully requests that this Court enter judgment in its favor and grant the following relief:

Declaratory Relief

1. Declare that the Town’s April 4, 2025 letter’s attempted termination of the Lease and Host Community Agreement is invalid and constitutes a breach of contract and good faith and fair dealing;

2. Declare that Defendants’ actions, policies, and customs as alleged herein violated Plaintiff’s rights under the United States Constitution and 42 U.S.C. § 1983;

3. Declare that the Town’s actions effected a taking of Plaintiff’s property without just compensation in violation of the Fifth and Fourteenth Amendments to the United States Constitution and Article 10 of the Massachusetts Declaration of Rights;

Injunctive and Equitable Relief

4. Enter preliminary and permanent injunctive relief prohibiting the Town, its boards, officers, agents, employees, and all persons acting in concert with them from:
 - a. Enforcing or giving effect to the purported termination of the Lease Agreement;
 - b. Interfering with Plaintiff's contractual rights under the Lease Agreement;
 - c. Denying or obstructing Plaintiff's permit applications for the Project in violation of constitutional or contractual obligations;
5. Order specific performance of the Lease Agreement, including compliance with Sections 3.4 and 4.3;

Monetary Relief Against the Town of Holbrook and Defendants in Their Official Capacity

6. Award compensatory damages, including but not limited to lost profits, consequential damages, out-of-pocket costs, and diminution in value of Plaintiff's leasehold interests, in an amount to be determined by the jury;
7. Award just compensation for the taking of Plaintiff's property interest;
8. Award multiple damages as permitted under M.G.L. c. 93A, to the extent applicable;

Monetary Relief Against the Individual Defendants in Their Individual Capacities

9. Award compensatory damages in an amount to be determined by the jury;
10. Award punitive damages as permitted by law;

Fees, Costs and Interest

11. Award reasonable attorneys' fees and costs pursuant to 42 U.S.C. § 1988, the Massachusetts Civil Rights Act (M.G.L. c. 12, § 11I), M.G.L. c. 93A (if applicable), and any other applicable law;

12. Award pre- and post-judgment interest as permitted by law;

Other Relief

13. Grant such further relief as the Court deems necessary and proper.

TRIAL BY JURY IS DEMANDED ON ALL JURY-TRIABLE ISSUES

TLA HOLBROOK LLC,
By its attorneys,

/s/ Michael S. Campinell
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March 23, 2026

EXHIBIT 1

**LEASE
AND HOST COMMUNITY AGREEMENT**

This Lease and Host Community Agreement (the "Lease") is entered into on this 19TH day of February, 2009 (the "Lease Execution Date"), by and between the Town of Holbrook, Massachusetts, acting through its Board of Selectmen, having an address of 50 North Franklin Street, Holbrook, Massachusetts 02343 (the "Town"), and Holbrook Environmental Logistical Partnership, LLC, a Massachusetts limited liability company, having an address of 300 Centre Street, Holbrook, Massachusetts 02343 (the "Tenant").

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree as follows:

I. PREMISES

1.1. Premises. Pursuant to the authority granted under Article 19 of the May 15, 2006 Annual Town Meeting, the affirmative vote on Question 2 of the Town wide election held April 1, 2008, and the general powers of the Board of Selectmen, the Town hereby leases to Tenant, and Tenant hereby leases from the Town, the property known and numbered as 3 Phillips Road, Holbrook, Massachusetts containing approximately 11 acres of land and depicted on Exhibit A attached hereto (the "Premises").

1.2. Condition of Premises. The Premises are delivered to Tenant and Tenant accepts the Premises in their present condition, "as is," it being agreed that Tenant has had an opportunity to examine and inspect the Premises in all respects, that the Town has made no representations or warranties of any kind with respect thereto and that the Town shall have no obligation to do any work on, or make any improvements to or with respect to, the Premises or the condition thereof pursuant to this Lease. Notwithstanding the foregoing, the parties acknowledge that Tenant has conducted an inspection of the Premises, and determined the Premises:

(a) is the location of a Disposal Site in accordance with the Massachusetts Contingency Plan ("MCP"), RTN #4-3024519 due to the documented historical presence of bis (2-ethylhexyl) phthalate, lead, C11-C22 aromatic hydrocarbons and beryllium found in soil samples; and

(b) is the location of additional contaminants, attributable to the same historical activities, designated by the Massachusetts Department of Environmental Protection as RTN #4-0019944.

II. PERMITTED USES; QUIET ENJOYMENT AND TITLE POLICY

2.1 Permitted Uses. Tenant shall use the Premises for the purpose of constructing and operating thereon a commercial solid waste transfer, management and recycling facility for the transfer of 1000 tons per day (“TPD”) of municipal solid waste (“MSW”) (the “Facility”) and for all uses incidental to the purposes stated herein including, but not limited to, related business uses; the use or razing of existing buildings located on the Premises; the use and development of rail lines located on the Premises including the construction and use of one or more rail spurs, access by contractors, consultants, other personnel, motor vehicles, and heavy equipment; the storage of equipment and materials; the baling, shredding, recycling and sorting of waste and for any and all purposes related to its use as a solid waste transfer, management and recycling facility (the “Permitted Uses”).

2.2 Quiet Enjoyment. Town agrees that Tenant, upon paying the Rent defined herein and on performing the other terms of this Lease, shall peaceably and quietly hold and enjoy the Premises during the Term of this Lease and any Extension Period (as defined below) without hindrance, interruption, disturbance or interference from Town or any person claiming an interest in the Premises by or through Town, and with all rights, privileges set forth herein and for the Permitted Uses.

2.3 Condition Precedent Regarding Falvey. As a condition precedent to Tenant’s obligations under this Lease, Tenant and Falvey Steel Castings, Inc. (“Falvey”) shall have entered into a sublease of a portion of the Premises on terms acceptable to Tenant.

2.4 Leasehold Title Policy. The Tenant’s obligations under this Lease are expressly conditioned upon its receipt of a leasehold title insurance commitment (the “Commitment”) prepared by a title insurance company (the “Title Company”) reasonably acceptable to Tenant naming Tenant as the proposed insured and committing to insure Tenant’s leasehold estate created under the terms of this Lease, subject only to such matters and exceptions that are reasonably acceptable to Tenant (the “Permitted Exceptions”). Tenant shall obtain the Commitment, at its sole cost and expense, within fifteen (15) days after the Lease Execution Date. Tenant shall have fifteen (15) days after receipt of the Commitment (the “Title Review Deadline”) to examine the Commitment. Tenant shall, on or before the Title Review Deadline, provide written objections, if any, to Landlord as to exceptions listed in the Commitment. If title is found to be objectionable to Tenant, Tenant shall notify Landlord in writing on or before the Title Review Deadline as to those matters to which it objects (“Tenant’s Title Objection Notice”). Landlord shall have fifteen (15) days after the date of receipt of such Tenant’s Title Objection Notice to notify Tenant in writing whether Landlord is willing or able to cure the objections (“Landlord’s Title Objection Response”). If Landlord fails timely to provide Landlord’s Title Objection Response, or if Landlord’s Title Objection Response indicates that Landlord is unable or unwilling to cure any or all of Tenant’s objections on or prior to ninety (90) days after the Lease Execution Date, then Tenant shall have the option of either (a) terminating this Lease or (b) waiving such objection(s) and proceeding with its obligations under this Lease. Notwithstanding the foregoing, Landlord shall have an obligation to cure or cause to be removed any exceptions that can be cured solely by the payment of money (i.e., taxes due and payable, mortgages or other encumbrances, mechanics’ or construction liens, etc. but excluding any fines

or monies due in consequence of the presence of hazardous materials at the Premises), shall deliver evidence of Landlord's status, power, and authority as required by the Title Company, shall execute and deliver an owner's and nonforeign affidavit and any other document reasonably required by the Title Company as a condition to the issuance of the title policy. Promptly after the execution of this Lease, the Town will deliver to Tenant copies of any prior policies or title commitments in its possession with respect to the Premises; however, the Town does not guarantee the accuracy of those documents and Tenant shall not be entitled to rely thereon. The cost of any title insurance premiums or other costs charged in connection with the issuance of the title policy shall be paid by Tenant.

III. TERM

3.1. Term of Lease. This Lease shall be effective as of the Lease Execution Date and shall supercede all previous agreements between the parties, including the License Agreement dated January 3, 2006. The Lease shall terminate twenty (20) years from the Rent Commencement Date as defined in Section 6.3, unless sooner terminated as expressly provided herein. A "Lease Year" shall be each successive twelve (12) month period commencing either (i) on the Rent Commencement Date, if the Rent Commencement Date is the first day of a month, or else (ii) the first day of the first full month following the Rent Commencement Date. If the Rent Commencement Date is other than the first day of a month, then the Term of the Lease shall be extended by the number of days between the Rent Commencement Date and the first day of the next full month. Any such partial month at the beginning of the Term shall be included in the first Lease Year, with the result that the first Lease Year may in fact include twelve (12) consecutive months, plus a partial month, and that the expiration of the Lease shall occur on the last day of a month.

3.2. Extension Periods. Tenant shall have the right to extend the Term of this Lease for twenty (20) years, for four (4) successive periods of five (5) years (each, an "Extension Period"), upon the same terms and conditions as set forth herein, so long as Tenant gives Town at least three (3) months' notice of its intention to exercise said right, and there has been no default under the Lease.

3.3. Application for Permits. Tenant shall exercise good faith and due diligence in applying for the Permits, defined in Article IV below, and time shall be of the essence in this provision. The parties acknowledge that it is impractical to apply for all Permits concurrently. Tenant shall, no later than ninety (90) days from the Lease Execution Date, apply for that permit recommended by Tenant's Licensed Site Professional as the optimal initial permit to be sought in the sequence of permits necessary for the construction of the Facility. Thereafter, Tenant shall apply for the remaining Permits, in accordance with the recommendation of Tenant's Licensed Site Professional, in a timely manner, exercising good faith and due diligence as required hereunder. Tenant shall provide the Town with copies of all applications and submittals and update the Town on a monthly basis as to the status of the permitting process.

3.4. Early Termination. Subject to Section 4.3 hereof, the parties agree that if the Permits and Rail Access (defined in Article IV below) have not been obtained within thirty-six (36) months from the Lease Execution Date; if the Facility construction has not been commenced

within six (6) months from the date the Permits and Rail Access are obtained; or if the Facility has not been completed within twenty-four (24) months from the date the Permits are obtained, the Town may elect to terminate this Lease upon ninety (90) days' written notice to the Tenant; provided, however, that if the Permits and Rail Access are obtained, the Facility construction is commenced or the Facility has been completed within such ninety (90) day period, whichever is applicable, such termination notice shall be null and void, and this Lease shall continue in full force and effect. Notwithstanding the foregoing, the Town agrees that it will not seek to terminate the Lease under this Section 3.4 during any period in which the Tenant has made substantial progress towards obtaining the Permits and Rail Access and/or constructing the Facility, and is actively and in good faith seeking final approval of the Permits and Rail Access and/or diligently pursuing completion of the Facility consistent with Section 4.3 hereof.

IV. PERMITS AND RAIL ACCESS

4.1. Permits. The obligations of Tenant to construct and operate the Facility, pay Rent, and provide the benefits referenced herein are contingent on Tenant's obtaining the following permits and approvals necessary to construct and operate the Facility (referred to, collectively, as the "Permits"), except to the extent otherwise specifically provided herein:

(a) *MA DEP/EOEEA Approvals*: obtaining from the Massachusetts Department of Environmental Protection ("MA DEP") and the Executive Office of Energy and Environmental Affairs ("EOEEA") all permits and approvals necessary for the construction and operation of a solid waste management and recycling facility, including but not limited to the following approvals:

- Certificate from the Secretary of the Executive Office of Energy and Environmental Affairs under MEPA
- MA DEP Site Suitability Approval under 310 CMR 16.00
- MA DEP authorization to Construct under 310 CMR 19.00
- MA DEP authorization to Operate under 310 CMR 19.00

(b) *EPA Approvals*: obtaining from the United States Environmental Protection Agency ("EPA") the following approvals:

- Amendments to Record of Decision ("ROD") issued by EPA regarding the abutting Baird and Maguire Superfund Site, as necessary or required.

(c) *Local Approvals*:

- Site Assignment approval under 310 CMR 16.00 and approval from the Holbrook Board of Health.
- Building Permit issued under Massachusetts Building Code, as applicable.

- Site Plan review by the Holbrook Planning Board.
- Land use or zoning approvals issued under G.L. c.40A and/or local zoning or non-zoning bylaws, as applicable.
- Order of Conditions issued under the Massachusetts Wetlands Protection Act and local wetland bylaw, as applicable.

4.2 Rail Access. The obligations of Tenant to construct and operate the Facility, pay Rent, and provide all other benefits referenced herein are contingent on Tenant obtaining all necessary approvals from CSX Transportation, Inc. ("CSX") or such other rail carrier or carriers that may have authority to connect a rail spur to its existing track abutting the Premises and to enter into a side track agreement with CSX or such other rail carrier which is satisfactory to the Tenant for the operation of the rail spur during the term of this Lease (collectively, "Rail Access").

4.3. Permitting Period/Appeals. Town agrees to cooperate with Tenant in procuring the Permits and Rail Access, to the extent such cooperation does not constitute a conflict of interest. Town shall review any and all applications for Permits with impartial consideration and in accordance with all applicable statutes and/or bylaws. Tenant shall assume fully all obligations under any such approvals and permits and releases, hold harmless and indemnify Town from all liabilities thereof except as limited by the last sentence of Section 5.2 hereof. Tenant shall use its commercial good faith and diligent efforts to obtain the Permits and Rail Access within thirty-six (36) months from the Lease Execution Date (the "Permit Period"). The failure of Tenant to obtain the Permits or Rail Access within said Permit Period shall not be grounds for termination of this Lease if the delay is caused by the lack of timely action by any permit granting authority or the appeal of any regulatory decisions or approvals necessary to commence construction and operate the Facility and Tenant diligently prosecutes or defends any such appeals. Notwithstanding the foregoing, the parties may mutually agree to extend said Permit Period. If Tenant, despite its diligent and good faith efforts, fails to obtain the Permits and Rail Access within thirty-six (36) months from the Lease Execution Date and any extensions thereof, this Lease may be terminated by the Town or Tenant by giving the other at least ninety (90) days' prior written notice, whereupon all obligations under this Lease shall terminate, except those that are identified to survive the expiration or termination of this Lease. In such event, Tenant shall provide Town with copies of any and all documentation, including, but not limited to, reports, assessments, analyses, plans and applications to governmental agencies, generated by Tenant or third parties, related to obtaining the Permits.

Notwithstanding the foregoing, the Town shall in no event be required to join in or become a party to any proceedings in which it will oppose the Commonwealth of Massachusetts or any agency, authority, branch, division, office or subdivision of or for the Commonwealth of Massachusetts, nor shall the Town be required in connection with any such proceeding or otherwise to oppose in any way any policy previously established by the Town nor to take a position inconsistent with a position previously taken and made public by the Town. Tenant

acknowledges and agrees that the Town cannot guarantee that any Permit shall be granted and Town shall incur no liability for Tenant's failure to obtain any required Permit.

4.4. Relation to Approvals. In the event that any final permit or approval includes a condition which is inconsistent with any condition of this Lease, the more restrictive condition shall govern. No action by any local Board with jurisdiction over the Facility shall be deemed a breach of this Lease. Nothing contained herein shall be construed as preventing Tenant from terminating this Lease pursuant to Section 3.4, nor preventing Tenant from appealing any adverse decision relating to permits and approvals necessary for the construction and operation of the Facility.

4.5. Reports. During the Permit Period, every three months, the Tenant shall submit to the Town a written report or appear before the Board of Selectmen to verbally report on what progress has been made by Tenant in obtaining the Permits, specifying the Permits applied for, what steps Tenant has taken to obtain said Permits, the next steps to be taken, and such other information as the Town may reasonably require.

V. REMEDIATION

5.1. Remediation. Immediately after the Lease Execution Date, Tenant shall retain a Licensed Site Professional ("LSP") and shall authorize the LSP to develop a schedule for site remediation in cooperation with the Town, shall deliver to the Town a copy of that certain proposal, dated December 19, 2008, prepared by Woodard & Curran (the "Proposal") for Tenant concerning the preparation of a Phase I Initial Site Investigation and Tier Classification Submittal for the Premises, and shall direct Woodard & Curran to complete the work set forth in the Proposal at Tenant's expense. Further, Tenant shall take action to secure the Premises, including the installation and/or maintenance of fencing as necessary, to prevent access other than to Tenant, and to take reasonable actions to contain any further release of oil or hazardous material from the Premises. Upon obtaining the Permits and the Rail Access referenced in Section IV, the Tenant shall undertake such response actions as necessary to attain a level of "no significant risk" at the Premises in accordance with the MCP (collectively, the "Remediation"). Tenant shall cooperate with the Town in reviewing and responding to any order issued or administrative action taken by MA DEP with respect to the Premises regardless of when such order is issued or action is taken. Notwithstanding the foregoing obligations, the parties acknowledge that Tenant's obligation to begin and to complete the Remediation is contingent upon Tenant obtaining the Permits and Rail Access referenced under Article IV of this Lease.

5.2. Performance and Payment Bond. Upon obtaining the Permits and Rail Access referenced in Article IV, the Tenant shall furnish either a standing letter of credit to provide security in amounts and in form acceptable to the Town and which can be drawn upon by the Town, or a Performance Bond, naming the Town as the obligee/owner, in an amount at least equal to one hundred percent (100%) of the contract price, which contract price shall be based on an itemized cost estimate prepared by a licensed site professional retained and paid by the Tenant ("LSP"), as security for the faithful performance of the contract for the Remediation ("Contract Price"), and also a Payment Bond in an amount not less than one hundred percent (100%) of the Contract Price as security for the payment of all persons performing labor on the project under

the contract to remediate the environmental conditions on the Premises. The Town shall have thirty (30) days from receiving written notification of the proposed amounts of the letter of credit or Performance Bond and the Payment Bond, to object that the amount or amounts are not adequate, and retain an environmental consultant or other appropriate expert, at its own expense, who shall assess the adequacy of said amount(s). In the event this consultant and the LSP are not able to agree on the amounts, a third, independent consultant shall be agreed upon by the Town and the Tenant, compensation for whom shall be shared equally by the parties, whose assessment as to the amounts of the letter of credit or Performance Bond and the Payment Bond shall control. The amount of the letter of credit or the Performance Bond and the Payment Bond shall increase commensurate with any increase in the amount of the contract price of the cost of completing the Remediation. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law, and in a commercially reasonable form acceptable to the Town. The Town shall have the right to use the letter of credit or the Performance and Payment Bond(s) in the event the Tenant fails to complete the Remediation. It is expressly acknowledged and agreed that the Tenant shall have no obligation to pay any Civil Administration Penalty that may be assessed against the Town or any other cost or expense related thereto as a result of its failure to take any action required under that certain Notice of Noncompliance, dated May 5, 2008, regarding the Premises, which was issued to the Town by the MA DEP, except to the extent that such failure is caused by Tenant's negligence or willful misconduct.

5.3. Conduct. During the Remediation, Tenant shall procure all necessary permits before undertaking any work on the Premises, and shall cause all such work to be performed in a good and workmanlike manner as required under applicable permits and consistent with the standards required thereunder. Tenant shall undertake the Remediation with due diligence and good faith in accordance with the requirements of MA DEP, and/or as stated in any applicable order or Administrative Consent Order ("ACO") relative to the Premises, as well as the requirements of the MCP. Tenant shall install fencing and other safety devices necessary to ensure the safety of persons on the Premises, adjacent property owners and their property and the general public. Tenant shall at all times comply with all applicable local, state and federal rules, regulations, statutes and by-laws. Upon obtaining the Permits and Rail Access referenced in Article IV and until the Remediation is complete, Tenant shall submit to the Town a report every three months prepared by the LSP specifying the actions taken during such period, the amount of the Contract Price, the steps that need to be taken to complete the Remediation, and such other information as the Town may reasonably require.

5.4 Satisfaction of Obligation for Remediation and Monitoring. Tenant's obligation to complete the Remediation shall be deemed satisfied upon a Class A, Class B or better Response Action Outcome ("RAO") having been achieved, and a Response Action Outcome Statement ("RAO Statement") having been submitted to the MA DEP by the LSP for the Disposal Site identified in RTN #4-3024519 confirming that the Remediation has been completed in compliance with the MCP. Upon achievement of a Class A, Class B or better RAO and submission of the RAO Statement, Tenant's obligation to maintain the letter of credit or Performance Bond and Payment Bond, as required in Section 5.2 herein, shall terminate, and Town shall deliver the originals of such documents and provide such other cooperation as is necessary to cause the termination or release of the letter of credit or Performance Bond and

Payment Bond, as the case may be. In the event that the Lease is terminated after Tenant becomes obligated to begin the Remediation, but prior to the date on which the RAO has been achieved, Tenant's obligations under Section 5.1 shall continue until the earlier of (a) the date on which the RAO shall have been achieved or (b) the date on which Town relets, sells or otherwise transfers possession of all or substantially all of the Premises to another person or entity. Notwithstanding the satisfaction of its Remediation obligations, during the Term of the Lease, Tenant shall remain obligated to conduct any and all monitoring of and/or continuing activities at the Premises required by MA DEP or US EPA, which obligation shall survive an early termination of the Lease (for a period equal to the amount of Term remaining in the absence of such early termination) only if such early termination is a result of a default or breach by Tenant under Section XVI or otherwise. Notwithstanding the foregoing, the parties acknowledge that Tenant's obligation to undertake and complete the Remediation is contingent upon Tenant obtaining the Permits and Rail Access referenced under Article IV of this Lease.

VI. RENT

6.1. Triple Net Lease. The Town and Tenant acknowledge and agree that this is an absolute triple net lease, and Tenant shall have the sole responsibility with regard to maintaining and operating the Premises. All payments of Rent shall be absolutely net to the Town so that this Lease shall yield to the Town the Rent herein specified in each year during the Term of this Lease free of any ad valorem real property taxes, taxes, assessments, charges, impositions or deductions of any kind charged, assessed or imposed on or against the Premises. The Town shall not be expected or required to pay any such charge, assessment or imposition, or furnish any services to the Premises or be under any obligation or liability hereunder. All costs, expenses and obligations of any kind relating to the maintenance of the Premises, including without limitation all alterations, repairs, restoration, reconstruction and replacements as hereinafter provided, which may arise or become due during the Term hereof, shall be paid by Tenant at Tenant's sole cost and expense. The Premises being Town owned land, real estate taxes will not be assessed against the property and neither party will be responsible for payment of same. Tenant will be responsible for all other taxes related to the Premises including personal property taxes.

6.2. Payment of Rent. Tenant covenants and agrees to pay the Town, without notice or demand therefore and without any deduction or set-off whatsoever, except as expressly otherwise provided herein, the Rent, as such term is defined below.

6.3. Rent Commencement Date. Tenant's obligation to pay Rent (defined below) shall commence on the Rent Commencement Date (the "Rent Commencement Date"). The Rent Commencement Date shall begin on the date all Permits and the Rail Access required for the operation of the Facility have been obtained and the Facility has been constructed and been duly licensed to operate and accept 1000 tons of waste per day. Payment of Base Rent shall be made in accordance with the provisions of Section 6.11 herein.

6.4. Rent. Beginning on the Rent Commencement Date, Tenant shall pay the Town the following fees based on each ton of waste that is delivered to and accepted by the Facility (other than waste which the Tenant is required to collect or receive without charge to the Town in

accordance with Section 6.8 hereof (“Holbrook Residents’ Waste’)) during the term of this Lease (collectively, “Base Rent”) in accordance with the following schedule:

Years 1-5:	\$1.00 Per Ton	
Years 6-20:	TPD	Fee Payable Per Ton
	0 to 400	\$1.00
	401 to 800	\$2.00
	801 to 1,000	\$3.00

The daily tonnage amounts and the respective fees payable per ton as set forth in the preceding schedule shall not include any amounts attributable to the Holbrook Residents’ Waste.

6.5. Rent Escalation. At the 7th anniversary of the Rent Commencement Date, the Base Rent shall escalate and shall escalate each Lease Year thereafter on the anniversary of the Rent Commencement Date by an amount determined by multiplying the percentage increase in the Consumer Price Index (“CPI”) for the previous year by the previous Lease Year’s fee. The CPI is hereby defined to be the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Urban Consumers, Boston Metropolitan Area (“CPI-U”). For example, if the CPI increases by 10% over the sixth Lease Year, the Rent for the seventh Lease Year shall be increased by 10%, per ton of waste. In no event shall the Rent for a Lease Year be less than the Rent for the previous Lease Year.

6.6 Consultant Fee. Tenant shall, upon execution of this Lease, pay in full to the Town costs of the Town’s consultant engaged to review and advise the Town on the business terms contained in this Lease; provided that, Tenant’s payment obligations hereunder are limited to \$6,105.

6.7. Falvey Sublease Payments. To the extent that a sublease is entered into between Tenant and Falvey, the sublease rent in the amount required under the sublease shall be deposited in an interest-bearing escrow account for the entire period of the sublease, including any extensions thereof, and may be used by Tenant to pay for reasonable and documented expenses directly related to Falvey’s use of the subleased premises. In the event that eviction proceedings must be undertaken to remove Falvey from the Premises at the conclusion of the sublease, including any extensions thereof, funds may be drawn from the escrow account to satisfy the costs of such eviction process. At the conclusion of any necessary eviction process, any remaining funds in the escrow account shall be released to the Town. To the extent that such funds are insufficient to satisfy the costs of such eviction process, Tenant shall deduct the additional costs thereof from rent owed to the Town under this Lease until all costs of eviction have been satisfied. Tenant shall use all reasonable measures to manage the costs of said eviction process. Should no eviction process be required to remove Falvey from the Premises at the conclusion of the sublease, including any extensions thereof, any amounts remaining in the above-referenced escrow account shall be released to the Town. Upon conclusion of the sublease, including any extensions thereof, and the vacating of the Premises by Falvey, Tenant shall continue to pay to the Town the amount of \$2,000.00 per month until such time as the Facility is in operation.

6.8. Disposal of Waste and Recyclables.

(a) As additional consideration for this Lease, Tenant shall, commencing on the later of the (i) date on which the Town's current contract for the disposal of waste terminates or is terminated and (ii) the date on which Tenant has obtained all authorizations necessary for the operation of the Facility and the Facility is eligible to accept residential solid waste, provide the Town with the following solid waste disposal services: (for the purposes of this Section 6.8, the "Town" shall include only the physical boundaries of the Town as in existence as of the date hereof):

(i) The Town may direct all of its residential solid waste to the Facility at no cost to the Town;

(ii) Tenant shall provide for the weekly collection of Town's residential and municipal solid waste at no cost to the Town;

(iii) Tenant will provide a manned residential and recycling drop off area for normal household residential waste, recyclables, yard waste, and certain bulky items provided all such waste, recyclables and items are generated by residents of Holbrook. The Tenant reserves the right to place reasonable limitations on the type and amount of yard waste and bulky items to be disposed of, per household, by residents of the Town. Without limiting the specificity of the foregoing, this benefit shall not include commercial waste generated from any business located within the limits of the Town or MSW from those sources set forth in subsection (c) below; and

(iv) Tenant shall provide for curbside recycling collection and disposal, every other week, at no cost to the Town. This benefit shall not include commercial waste from any business in the Town.

(b) In the event Tenant temporarily ceases to operate the Facility during the Term of this Lease, for any reason whatsoever, Tenant shall continue to collect all Holbrook residential solid waste and recyclables, and provide an alternate disposal site for residential waste and recyclables, at Tenant's sole cost.

(c) Residential solid waste shall not include waste emanating from apartment buildings, condominiums and multi-family homes containing more than ~~three~~ **four** units.

(d) The parties fully understand that the Tenant will be accepting waste from sources outside the Town of Holbrook and that it may continue to accept such waste at the Facility so long as Tenant fulfills its obligations to Town to dispose of the Town's waste in accordance with the foregoing provisions of this Section 6.8.

(e) The parties agree to negotiate with due diligence and in good faith to execute a separate, detailed residential and municipal solid waste collection and recycling agreement prior to the commencement of operations at the Facility. Such agreement shall more specifically set forth the terms and conditions set forth in this Section 6.8 regarding the obligations of the

Tenant, and shall, among other things, provide for the Tenant's delivery of a performance bond or other form of surety in a commercially reasonable form acceptable to the Town as security for the Tenant's performance of its obligations set forth in this Section 6.8. Collection of residential and municipal solid waste shall be limited as follows:

1. all residential homes (approximately 3,200 residential stops) – weekly
2. apartment complexes and residential condominiums of up to four units each – weekly
3. Holbrook Court Housing Complex – weekly
4. public schools (three) – weekly or as otherwise directed by the Superintendent of Public Works
5. municipal buildings (five) – weekly
6. residential condominiums – weekly
7. public solid waste collection containers at Holbrook Playground (including the Sean Joyce Field) and Brookville Playground – weekly
8. public safety building – weekly
9. public solid waste collection containers located in or around Holbrook Square (no more than six) - weekly

6.9. Other Charges. In addition to paying the Base Rent, Tenant shall also bear, pay, and discharge any and all general and special assessments, duties, fees or charges, water rates, sewer charges, and all other utilities or other charges of every kind and nature, including governmental or other impositions, charged, levied, assessed, or imposed, whether by federal, state, town, or any other public authority, during the Term hereof, in relation to the Premises, the improvements made thereon, and/or Tenant's use and operation of the Facility (the "Other Charges").

6.10. Rent. The Base Rent and all other fees, expenses and other payments required to be made by Tenant under this Lease are referred to collectively, as "Rent."

6.11. Payment of Base Rent. Base Rent for waste shall be paid, in arrears, on the 30th day of each month following the Rent Commencement Date. All other payments due hereunder shall be paid within thirty (30) days of receipt of an invoice from the Town, or as otherwise due if payable to a third party.

6.12. Interest. Any payment of Rent that is not received by the due date shall bear interest from the date due until paid at the lesser of 18% per annum or the maximum lawful rate of interest.

VII. ACCESS TO PREMISES

With the exception of Rail Access, subject to any regulatory and/or permitting requirements, access to and egress from the Premises shall be solely along the roads, streets and trails as shown on Exhibit B, attached hereto, and incorporated herein. If ingress and egress is ever denied to Tenant by action or inaction of the Town, Rent shall abate, Tenant's obligations

under this Lease shall be suspended, and the Town and Tenant shall diligently work together to restore access to the Premises

VIII. UTILITIES

8.1. Installation of Utilities. Tenant acknowledges that the Town shall have no obligation to provide utilities to the Premises, and agrees that Tenant shall be responsible, at its sole cost and expense, for installing and providing utilities to serve the Facility. The Town agrees to cooperate with Tenant in granting licenses or easements to public utility companies and other appropriate entities, easements over, under and through the Premises as may be required by such companies and entities in connection with the servicing of the Premises, including, without limitation, easements required for electric, water, sanitary sewer, storm water drainage, and telephone and telecommunications service. Tenant shall have the right, at its sole expense, to connect to all common utilities and to enter into agreements with utility and similar service companies and providers as are required in order to service the Premises, and may do so in its name, in the Town's name, or in both of their names. Tenant covenants and agrees to hold the Town harmless from any costs, fees and/or charges incurred in connection herewith, and to pay on demand any and all costs incurred by the Town for utilities and similar services.

8.2. Payment of Utilities. Tenant shall contract directly with applicable providers for all utilities to be supplied to the Premises, and pay the bills therefor promptly upon receipt of the same. Tenant shall, if requested by the Town, provide the Town with evidence of payment of utilities. If Tenant fails to pay the same when due, the Town shall have the right, but not the obligation, to pay the same, and to charge Tenant the costs thereof, which shall be paid promptly by Tenant upon demand. The Town shall have the same remedies as to nonpayment of utility charges as it has for nonpayment of Rent.

IX. CONSTRUCTION OBLIGATIONS

9.1. General Provisions Governing Construction of Facility and Other Improvements. The following provisions shall apply to the construction of the Facility, and any other improvements made on or to the Premises any time during the Term of this Lease (collectively, the "Improvements"):

- (a) No contractor shall commence construction of any Improvements until all permits, certificates, and approvals required by law for the commencement of such construction have been issued. Tenant, upon the Town's request, shall deliver to the Town copies of all such permits, certificates and approvals.
- (b) Once commenced, the construction of the Improvements shall be prosecuted with diligence.
- (c) Each contractor shall warrant to Tenant and the Town that all materials and fixtures furnished by such contractor will be new, and that all construction work will be of good quality, free from faults and defects. Construction work not

conforming to these requirements may be considered defective and not in conformity with the terms of this Lease.

- (d) Each contractor shall be obligated at all times to keep the Premises reasonably free from accumulation of construction-related waste materials or rubbish caused by its operations. At the completion of the contractor's work, the contractor shall remove all waste materials and rubbish from the Premises as well as all tools, construction equipment, and surplus materials. If any contractor fails to comply with these provisions, it shall be the responsibility of Tenant to do so.
- (e) Each contractor under a contract with Tenant shall be required to furnish and keep in force a performance bond and a labor and materials payment bond in an amount sufficient to guarantee the faithful performance of its obligations under such contract and to pay all obligations arising in connection therewith, which bond shall name the Town as the owner.

9.2. Insurance. In addition to Tenant carrying the insurance required under Article XIV, when any construction of the Improvements is in progress, Tenant shall require its contractors to maintain (i) worker's compensation insurance in the amounts required by law (or reasonably comparable insurance if such insurance is no longer available), (ii) builder's risk (or such reasonably comparable insurance) insurance on an "all risk" basis (including collapse) insuring against casualty to such construction for full replacement value of the Improvements to be constructed and the equipment, supplies and materials furnished and stored, (iii) automobile liability insurance in the minimum amounts required by law with limits of liability not less than \$1,000,000 per occurrence for property damage and \$2,000,000 combined single limit, (iv) Employer's Liability Insurance affording protection in the amount of not less than \$500,000 per occurrence, (v) commercial general liability with a limit of not less than \$1,000,000 per occurrence and \$3,000,000 combined single limit.

9.3. Mechanic's Liens and Other Encumbrances. Tenant shall not suffer or permit any mechanic's or other liens to be filed or placed or to exist against the Town's interest in the Premises or against Tenant's interest in the Improvements by reason of work, labor, services, or materials supplied or claimed to have been supplied to Tenant or anyone claiming by, through or under Tenant. If any such mechanic's lien shall at any time be filed against the Premises, Tenant shall cause the same to be discharged of record or by appropriate proceedings have such lien replaced with a bond or otherwise removed of record within sixty (60) days after notice from the Town. If Tenant shall fail to discharge such liens within such period or fail to furnish such security, then the Town may, but shall not be obligated to, discharge the same by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law, and Tenant agrees to reimburse the Town promptly upon demand for all costs, expenses and other sums of money in connection therewith as Rent, with interest. All materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter who contract with Tenant for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Property are hereby charged with notice that they must look exclusively to Tenant to obtain payment for same.

9.4. Payment for Improvements. Tenant shall be responsible for undertaking and completing the Improvements at its sole cost and expense. Tenant acknowledges and agrees that the Town shall not be liable for any costs, expenses, fees, and any other charges associated with the Improvements or Tenant's use of the Premises, or otherwise.

9.5. Quality of Work. Tenant shall cause all the Improvements to be constructed in a good and workmanlike manner, employing materials of prime quality, consistent with the requirements of the applicable permitting authorities.

9.6. Provision of As-Built Plans. Upon completion of the Improvements, and in the event of any modification to the Improvements, Tenant shall provide Town with as-built plans accurately depicting the work done to the Premises.

9.7. Compliance with Laws, Regulations, and Codes. Tenant shall undertake any and all Improvements in compliance with all applicable federal, state or local laws, regulations, codes and bylaws.

9.8. Compliance with the Town's Rules and Regulations. Tenant and Tenant's employees, agents, customers, invitees and licensees shall observe and comply with all reasonable rules and regulations as established from time to time by the Town with respect to the manner of conducting business in the Premises and the upkeep and the use of the Premises.

9.9. Ownership of Improvements. During the Term, including any Extension Period of this Lease, the Facility, and all other improvements erected, constructed, installed or placed upon the Premises by Tenant, or at the expense of Tenant, shall automatically vest in and belong to Tenant. Without limiting the generality of the foregoing, during the Term of this Lease, Tenant alone shall be entitled, to the extent permitted by law, to claim investment credits, depreciation and other tax benefits for all purposes on the Improvements, on all machinery, equipment and trade fixtures and all additions, alterations, replacements and substitutions now or hereafter constructed, installed or placed by Tenant upon the Premises. Subject to the limitations set forth in Articles XIV and XV and the rights granted to the Tenant in Article XX hereof, upon the termination of the Lease, title to the Facility shall automatically pass to, vest in and become the property of the Town. Tenant shall promptly execute any and all documents necessary to the transfer of such title.

X. MAINTENANCE AND OPERATION

10.1. Maintenance. Except for the Town's remediation obligations existing as of the date hereof (which Tenant shall be required to undertake upon the issuance of the Permits and Rail Access in accordance with Section 5.1 hereof), Tenant acknowledges that the Town shall have no obligation to maintain the Premises. Tenant agrees that it shall be solely responsible for maintaining the Premises in good order and condition throughout the Term of this Lease, all at its sole cost and expense. Tenant shall be responsible for plowing and removing snow and ice from the Premises. Tenant hereby releases the Town from any obligation imposed by law upon landlords generally for such removal of snow and ice, and shall indemnify, defend and save harmless the Town from any and all liability for claims arising out of Tenant's failure to

adequately maintain the Premises in a safe condition consistent with all laws, rules or regulations applicable to the use of the Premises and the operation of the Facility.

10.2. Failure to Maintain. If Tenant shall fail to keep the Premises in the condition required herein, or if repairs are required to be made by Tenant pursuant to the terms hereof, within thirty (30) days after notice by the Town (or without notice in any emergency, immediately threatening life or property), the Town shall have the right (but shall not be obligated) to make such repairs, replacements or perform maintenance work or any other work required of Tenant pursuant to this Lease and charge the reasonable cost thereof to Tenant as Rent, with interest.

XI. FINANCING

11.1. Mortgage of Leasehold Interest. Tenant may mortgage its leasehold interest in the Premises only in accordance with the following:

- (a) The Town acknowledges that Tenant may seek construction and permanent financing to enable Tenant to construct and operate the Facility, and undertake other improvements on the Premises. Tenant agrees that, at no time during the term of this Lease shall the Premises, or Tenant's leasehold interest therein, be mortgaged to finance the development of any other project(s) undertaken by Tenant, or for the benefit of any entity associated with Tenant. The Town further acknowledges that a permanent lender or lenders and a construction lender or lenders will look to this Lease as security for any funds it may lend to Tenant and, accordingly, may require Tenant to mortgage its leasehold estate in the Premises. Consequently, Tenant may mortgage or otherwise encumber the leasehold estate created by this Lease under one or more leasehold mortgages and assign this Lease as security for such mortgage or mortgages, in accordance with the provisions of this Section, subject to prior approval of the Town, which approval may not be unreasonably withheld. Any and all such mortgage(s) shall mature no later than the last day of the Term of this Lease, and shall be a leasehold mortgage only. It is expressly understood and agreed that Tenant has no right to mortgage or otherwise encumber the fee title to the Premises. Any lender of Tenant who is granted a mortgage of Tenant's leasehold interest shall be referred to as a "Mortgagee." The Town shall execute and deliver all documents reasonably and customarily required by such Mortgagee or Mortgagee's attorney or by the title company insuring the mortgage or by any combination of them, specifically including subordination documents if a notice of lease is recorded and appropriate estoppel certificates. The mortgage may contain language to the effect that the Town executes the mortgage solely for the purpose of acknowledging encumbering of the leasehold estate and shall contain language stating that the Town does not assume any personal liability whatsoever for the payment of any note secured by the mortgage or for the performance of any other provisions of said note or mortgage.

- (b) In the event Tenant receives notice of any assignment of any mortgage or in the event of a change of address of a Mortgagee or of an assignee of the mortgage, notice of any new name and address shall be given to Town within ten (10) days of Tenant's receipt of such notice. After Town has received notice of a mortgage from a Mortgagee, Tenant shall provide Town with copies of the note or other obligation secured by the mortgage and of any other documents pertinent to the mortgage. Tenant shall also provide Town with copies of each amendment or other modification or supplement to the mortgage or related instruments.
- (c) In the event Tenant is in default under its agreement with a Mortgagee, Town and Tenant expressly agree that the Mortgagee shall be entitled to enter upon the Premises, to perform such curative acts as may be necessary, and to operate and manage the Premises, subject to any and all existing laws, regulations, conditions or restrictions, either in its own name or right or on behalf of Tenant, subject to the terms of this Lease. Prior notice of such entry shall be provided to Town and Tenant shall include such condition in any mortgage in relation to the Premises. Nothing herein contained shall require any Mortgagee or its designee, as a condition to its exercise of rights hereunder, to cure any default of Tenant that may not reasonably be cured by such Mortgagee or designee in order to comply with the provisions of this Section.
- (d) Each Mortgagee shall enjoy the rights granted under this Section until such time as its loan to Tenant is repaid and the mortgage or mortgages securing such payment is released. Each Mortgagee shall be entitled, but not required, to exercise such rights within its sole discretion.
- (e) Tenant, at any time and from time to time, may refinance its investment in the Premises and any Improvements and may assign its interest under this Lease as security for any such refinancing, subject to the same restrictions as set out above in this Section. Each refinancing lender shall be entitled to become a Mortgagee and to exercise all of the rights and privileges granted to a Mortgagee under the terms of this Lease. Nothing in this paragraph or this Lease shall limit Tenant's rights or discretion with respect to construction financing for Improvements.
- (f) Notwithstanding anything to the contrary contained herein, Tenant shall use its best efforts to deliver to the Town any document Town is required to execute hereunder not less than thirty (30) days from the date such document is required to be executed by Town.

XII. HAZARDOUS MATERIALS

12.1. Hazardous Materials Activities. Except for the materials currently on the Premises and subject to Remediation as contemplated in Section 5.1 hereof, Tenant shall not cause any hazardous materials or toxic wastes, hazardous or toxic substances or hazardous or toxic materials (collectively "Hazardous Materials") to be used, generated, stored or disposed of on, under or about, or transported to or from the Premises (collectively "Hazardous Materials")

Activities”) without first receiving the Board of Health’s written consent, which may be withheld for any reason or revoked at any time. If the Board of Health consents to any such Hazardous Materials Activities, Tenant shall conduct them in compliance with all applicable regulations, as hereinafter defined, using all necessary and appropriate precautions, and shall not cause or permit any release or threat of release of Hazardous Materials. In the event of a release or threat of release of any Hazardous Materials on account of any Hazardous Materials Activities of Tenant or its employees, agents, contractors, licensees or invitees (“Hazardous Waste Incident”), Tenant shall conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up the release or eliminate the threat of release in accordance with all applicable legal requirements. The Town shall not be liable to Tenant under this Lease for any Hazardous Materials Activities by Tenant, Tenant’s employees, agents, contractors, licensees or invitees or any other third-party, whether or not consented to by the Town.

For purposes of this Lease, Hazardous Materials shall include, but not be limited to, gasoline of all types and all substances defined as “hazardous substances”, “toxic substances”, “oil” or “hazardous wastes” in any federal, state or applicable local statute now or hereinafter enacted concerning Hazardous Materials, or in any regulation adopted or publication promulgated pursuant to said statutes.

Prior to using, storing or maintaining any Hazardous Materials on or about the Premises, Tenant shall provide the Board of Health with a list of the types and quantities thereof, and shall update such list as necessary for continued accuracy. Tenant shall also provide the Board of Health with a copy of any Hazardous Materials inventory statement required by any applicable regulations, and any update filed in accordance with any applicable regulations. If Tenant’s activities violate or create a risk of violation of any regulation, Tenant shall cease such activities immediately upon notice from the Board of Health. Tenant shall notify the Board of Health immediately by telephone and in writing of any release or discharge of Hazardous Materials or of any condition constituting a threat of release of Hazardous Materials. The Board of Health may (but shall not be obligated to) enter upon the Premises at any time during the Term of this Lease to inspect Tenant’s compliance herewith, and may disclose any violation of any regulation to any governmental agency with jurisdiction.

Nothing herein shall prohibit Tenant from using minimal amounts of oil, solvents, or other substances which may constitute Hazardous Materials in carrying out Tenant’s obligations under this Lease, or in operating the Facility upon the Premises in accordance with this Lease, provided that such use is in compliance with all regulations and shall be subject to all of the other provisions of this Lease. Any use of the Premises to conduct household hazardous waste collection shall be subject to the prior written approval of the Board of Health.

12.2. Indemnification for Hazardous Materials Incident. Tenant shall indemnify and hold the Town and its boards, officers, employees, and agents harmless from all claims, damages, costs and liabilities incurred by the Town arising out of a Hazardous Materials Incident, which indemnity will survive the expiration or termination of this Lease.

12.3. Site Assessment. The Town reserves the right to conduct a reasonable and necessary site assessment of the Premises at any time during the Term of this Lease; provided that a representative of Tenant shall have the right to accompany any representative of the Town on any such site assessment. The Town shall, however, provide Tenant with reasonable prior written notice of its intended entry on the Premises for the purpose of conducting such assessment and shall not unreasonably interfere with Tenant's use of the Premises during such assessment. The Town shall bear all expenses related to such assessment. If, however, the results of such assessment indicate there exists on the Premises any environmental condition that constitutes a release or threat of release of oil or Hazardous Materials as defined above, which is caused by the Tenant, or its agents, employees, contractors, representatives and licensees, and will require the expenditure of money to effect a cleanup or other remedial efforts, then, in that event Tenant shall reimburse the Town for all reasonable and necessary costs incurred for such assessment, and shall promptly undertake such cleanup or other remedial action at its sole expense subject to the terms of this indemnity.

12.4. Notice of Release or Threatened Release. Upon obtaining knowledge of any release or threatened release of oil or hazardous or toxic materials on or from the Premises, Tenant shall immediately notify the Town of such release or threatened release of oil or hazardous or toxic materials, whether or not such release or threatened release is caused by Tenant or its agents, employees, contractors, representatives and licensees. Failure to so notify the Town shall be deemed a material breach of the Lease for which the Town may terminate the Lease.

12.5. Breach. Failure of Tenant to undertake any and all obligations required of Tenant under the provisions of this Article XII shall be deemed a material breach of the Lease for which the Town may terminate the Lease.

XIII. INDEMNIFICATION, RELEASE

Tenant agrees to release, indemnify, save, defend and hold harmless the Town and any person or persons in privity of estate or contract with the Town, with respect to the Premises, from and against any and all liabilities, claims, demands, losses, costs, forfeitures, or damages, and all out-of-pocket expenses, including reasonable legal fees and court costs of whatever nature, arising from any act, omission or negligence of Tenant, Tenant's contractors, licensees, agents, servants, employees, customers, and invitees, or anyone claiming by, through or under Tenant, or arising, directly or indirectly, from any accident, injury or damage whatsoever, however caused, to any person, or to the property of any person, during the Term of this Lease, and thereafter, so long as Tenant or any person claiming under Tenant uses any part of the Premises, to the extent such accident, injury or damage results from or is caused by any intentional act, omission or negligence on the part of or in the use of the Premises by Tenant or Tenant's contractors, licensees, agents, servants, employees, customers, or invitees, or anyone claiming by, through or under Tenant, or the operation of the Facility, unless such liability is determined to be directly attributable to the Town's negligence or intentional acts.

The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding

brought thereon, including attorneys' fees, and the defense thereof with counsel acceptable to the Town or counsel selected by an insurance company which has accepted liability for any such claim.

Notwithstanding anything herein to the contrary, Tenant shall have no obligation to indemnify and hold harmless Town for or in connection with any liabilities, claims, demands, losses, costs, forfeitures or damages arising from or related to the use or possession of the Premises by Falvey, or to any act or negligence of Falvey or its employees, licensees, agents or invitees. As a condition precedent to the effectiveness of the foregoing provision, the language set forth on Schedule XIII hereto, with only those modifications as are acceptable to Town, shall be included in the sublease to Falvey.

To the maximum extent this Lease may be made effective according to law, Tenant agrees to use and occupy the Premises at the Tenant's own risk, and the Town shall have no responsibility or liability for any loss or damage to fixtures or other personal property of Tenant or any person claiming by, through or under Tenant.

XIV. INSURANCE; DAMAGE AND RESTORATION

14.1 Tenant's Insurance Obligation. During the Term of this Lease, Tenant shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained, policies of insurance for the benefit of the parties, in the amounts, and in the manner and form set forth in this Section; provided, however, that no coverage provided for herein shall be reduced without the prior written approval of the Town. The kinds and amounts of such insurance coverage shall not be less than the kinds and amounts designated herein, and Tenant agrees that the stipulation herein of the kinds and minimum amounts of insurance coverage, or the acceptance by the Town of Certificates of Insurance indicating the kinds and limits of coverage shall in no way limit the liability of Tenant to any such kinds and amounts of insurance coverage.

14.2. Acceptable Insurers. The insurance required hereunder shall be underwritten with an insurance company or companies licensed to write such insurance in the Commonwealth of Massachusetts and acceptable to the Town. Where no insurer so licensed in Massachusetts will provide the required coverage, the insurer shall, at minimum, be approved to do business in Massachusetts (listed on the current "White List") of the Massachusetts Insurance Department.

14.3. Required Coverages. The insurance required shall consist of the following:

- (a) Commercial General Liability policy on a per occurrence basis endorsed to include broad form comprehensive general liability with a combined single limit of liability of not less than \$3,000,000; or a Commercial General Liability policy on an occurrence basis with a general aggregate limit of not less than \$3,000,000, a Products/Completed Operations aggregate limit of not less than \$1,000,000, and a limit of liability each occurrence of not less than \$3,000,000.

- (b) Automobile Liability and Property Damage insurance for any auto including but not limiting coverage to owned, non-owned and hired automobiles in the amount of \$2,000,000 each accident for bodily injury and property damage.
- (c) Commercial Property policy covering the Facility and other Improvements on the Premises, in an amount equal to at least one hundred percent (100%) of the replacement cost of the Facility and such other Improvements.
- (d) Workers' Compensation Insurance as required by law and Employer's Liability insurance for at least the amounts of liability for bodily injury by accident of \$1,000,000 for each accident; bodily injury by disease each employee of \$1,000,000; and bodily injury by disease policy limit of \$1,000,000, or such greater amount as may be required from time to time by the laws of the Commonwealth of Massachusetts.

14.4. Increases in Coverage. On the 5th anniversary of the Lease Execution Date, and every five years thereafter, or upon the Town's reasonable request which shall occur not more often than once every three years, the limits of any of the above-mentioned insurance coverages shall be increased at the written request of the Town to amounts reasonably requested by the Town, but not to exceed the amounts of coverage generally maintained at the time in question for similar businesses or properties in Massachusetts.

14.5. Other Matters. The Town shall be named as an additional insured on all insurance policies. All required insurance shall be written with such companies qualified to do business in Massachusetts, as Tenant shall select and the Town shall approve, which approval the Town agrees not to withhold unreasonably. Tenant shall provide and agrees that its insurance coverage and all other required insurance coverages from other parties shall be primary insurance, as respects the Town. Certificates of all policies procured by Tenant in compliance with its obligations under this Lease shall be delivered to the Town within 30 days of the Lease Execution Date, and annually on the anniversary of the Lease Execution Date and at such other times as the Town shall reasonably request. The insurance coverage shall contain a provision which prohibits the cancellation, non-renewal and/or any changes or material alterations in the coverage without providing thirty (30) days prior notice to the Town.

Tenant shall require that the Town be named as an additional insured on all Tenant's contractor's, subcontractor's and independent contractor's insurance, excluding Workers' Compensation. Tenant and its contractors, subcontractors and independent contractors and their insurers shall, to the extent permitted by their approved insurers, waive all rights of subrogation against the Town, and its officers, agents, servants, and employees for losses arising from work performed by each. Any insurance or self-insurance that the Town elects to maintain shall be excess of Tenant's insurance and from other parties' insurance and shall not contribute to it.

14.6. Restoration. In the event of physical damage to or destruction of any of the Facility at any time standing on the Premises, Tenant shall have rights and obligations regarding the repair, replacement, and rebuilding (collectively, "restoration") of the damaged or destroyed Facility, and the proceeds of insurance shall be applied, as follows:

- (a) Subject to Tenant's right to terminate as provided in this Lease, Tenant shall restore any such damage or destruction if the estimated cost of restoration does not exceed 25% of the then current market value of the Premises, and the remaining term of this Lease is five (5) years or more from the date of such damage or destruction. The proceeds of insurance shall be used to pay for such restoration, but Tenant's obligation to restore pursuant to the foregoing sentence shall not be limited by the amount of any such insurance proceeds. Any proceeds of insurance remaining after the completion of and payment for such restoration shall be deposited in a capital improvement fund to be maintained by Tenant throughout the Term of this Lease. Tenant shall provide the Town an accounting of the expenditure of any and all such insurance proceeds as provided for below. Any restoration to be performed by Tenant shall be approved by the Town prior to commencement of work.
- (b) In the event the cost of any restoration shall exceed 25% of the then current market value of the Premises, and the remaining term of the Lease is less than five (5) years, Lessee may terminate this Lease in accordance with the terms hereof, but only after the delivery to the Town of any and all insurance proceeds payable to make the necessary restoration as a result of the casualty in question.
- (c) Tenant shall provide the Town a written report detailing all insurance proceeds received by Tenant in relation to any and all claims for damage or destruction including copies of all correspondence from and to the insurer relative thereto. Copies of any and all reports to adjusters, or other assessment of the extent of damage or destruction shall be provided to the Town. All insurance proceeds shall be deposited in a separate account, and shall be identified and accounted for separately. Current status of any and all such accounts shall be reported to the Town monthly beginning on the thirtieth (30) day after receipt of the proceeds, along with a written report as to the status of any restoration. Tenant shall release monies maintained by it to pay the cost of restoration in accordance with the foregoing subsections (a) and (b). Any monies maintained by Tenant after the completion of any payment for such restoration shall be the property of Tenant if the restoration is being made pursuant to subsection (a) shall be maintained in a capital improvement fund as provided above. Any monies received in excess of the amount necessary for a restoration pursuant to subsection (b) shall be released to Tenant.
- (d) In the event that any such damage or destruction occurs as a result of the negligent or willful act or omission of Tenant, or of any subtenant, assignee or licensee of Tenant, Tenant shall be responsible for the full restoration of the damaged or destroyed Facility regardless of the cost thereof, the amount of available insurance proceeds, or the time remaining on the Term of this Lease.

XV. TAKING

15.1. Taking. If a substantial part of the Premises shall be taken by any governmental authority for any public or quasi-public use under governmental law or by right of eminent domain and such taking would materially interfere with the use of the Premises by Tenant for the purposes contemplated by this Lease, then the Lease may be terminated by either the Town or Tenant. A taking shall be deemed to “materially interfere” with the use of the Premises if the Facility no longer has the ability to handle, on an average, 1000 tons of MSW per day, measured over a sixty (60) day period. The Town or Tenant shall make such election by giving the other party written notice within sixty (60) days after the event giving rise to a right to terminate. Any such termination shall be effective thirty (30) days after the date of notice thereof. Absent a taking constituting a “material interference” with the use of the Premises, the Lease shall not be terminated by either party.

15.2. Material Interference. In the event neither Town nor Tenant exercises its right to terminate the Lease under Section 15.1, if a taking materially interferes with Tenant’s use and occupancy of any part of the Premises, a just portion of the Rent shall be abated from the date the Premises or such lesser part are rendered unusable until the date when the Premises (or in the case of a partial taking, what remains thereof) shall be put in proper condition for use and occupancy. Tenant shall receive a permanent abatement of Rent to the extent that all or any part of the Premises cannot be so used and occupied for the balance of the Term of this Lease.

15.3. Right to Damages. In case of any such taking, whether of all or any part of the Premises, and regardless of whether this Lease survives, the award allocated to the underlying fee simple title to the Premises shall belong to the Town and the award, if any, for loss of business and/or for the taking of Tenant’s fixtures and personal property within the Premises paid for by Tenant and the value of the Improvements to the Premises made by Tenant and for relocation expenses shall belong to Tenant. Tenant shall be entitled to make claim in its own name to the condemning authority for the value of said fixtures and personal property and loss of business.

Tenant shall have the right to claim and recover from the condemning authority, but not from the Town, such compensation as may be separately awarded or recoverable by Tenant in Tenant’s own right on account of any and all damage to Tenant’s leasehold interest, to Tenant’s business by reason of the condemnation, and for or on account of any cost or loss to which Tenant might be put in removing Lessee’s merchandise, furniture, fixtures, leasehold improvements and equipment.

XVI. DEFAULT, TERMINATION, AND SURRENDER

16.1. Default. If any of the following occurs, Tenant shall be in default under the terms and provisions of this Lease, and the Town may terminate this Lease in accordance with Section 16.2 and require Tenant to vacate and surrender possession of the Premises:

- (a) The revocation of any permit or approval necessary for the operation of the Facility;

- (b) The failure of Tenant to pay Rent when due;
- (c) The filing by Tenant of a voluntary petition, or the filing against Tenant of an involuntary petition, in bankruptcy or insolvency or adjudication of bankruptcy or insolvency of Tenant, or the filing by Tenant of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act, or any other present or future applicable federal, state, or other statute or law, or the assignment by Tenant for the benefit of creditors, or appointment of a Trustee, receiver, or liquidator of all or any part of the assets of Tenant, and within one hundred twenty (120) days after the commencement of any such proceeding against Tenant, such proceeding shall not have been dismissed, or if, within one hundred twenty (120) days after the appointment of any trustee, receiver, or liquidator of Tenant or of all or any part of Tenant's property, without the consent or acquiescence of Tenant, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against Tenant or any of Tenant's property pursuant to which the Premises shall be taken or occupied or attempted to be taken or occupied;
- (d) Failure by Tenant to pay any and/or all general and special assessments, duties, water rates, sewer charges, other utility charges, or fees of every kind and nature that Tenant is required to pay,
- (e) Failure by Tenant to remove from the Premises and/or Improvements of any liens (other than liens necessary to obtain financing of the Facility and other Improvements) in any way arising out of or in any way connected with the construction or operation of the Premises;
- (f) Failure by Tenant to provide the Town with the required Certificates of Insurance evidencing those coverages required pursuant to this Lease;
- (g) The assignment of all or any portion of Tenant's interest in this Lease without the Town's prior written consent;
- (h) Tenant's commission or sufferance of substantial waste to the Premises. For purposes of this Lease "substantial waste" shall be defined as intentional damage to the Premises or to the Improvements, which results in a permanent diminution to the property equal to at least 10% property's net worth;
- (i) The persistent failure of Tenant to comply with laws, rules and regulations applicable to the Facility, the non-compliance with which could have a material effect upon the Facility or the Premises. For purposes of this subparagraph, "persistent failure" shall mean that the Town has followed the procedures set forth in Section 16.2 on at least three (3) occasions within a one year period;

- (j) The abandonment or cessation of operation of the Facility by Tenant at any time during the Lease Term. For purposes of this subparagraph, abandonment or cessation of operations shall mean a 25% or greater reduction in disposal of waste for a period in excess of sixty (60) days;
- (k) Failure to make any payment to any Mortgagee beyond any cure period; and
- (l) The failure of Tenant to perform or comply with any of the other material terms or provisions contained in this Lease to be performed by Tenant.

16.2. Notice and Opportunity to Cure. Notwithstanding the foregoing, the Town shall not have the right to terminate this Lease pursuant to any provision of this Article 16 if Tenant shall commence to take actions to remedy its failure to perform or comply within thirty (30) days after the Town shall have given written notification to Tenant of such failure, or, in the case of a failure which cannot with due diligence be remedied within a period of said thirty (30) days, Tenant shall (i) promptly advise the Town of Tenant's intention to institute all steps necessary to remedy such situation which can be taken with reasonable diligence, (ii) within the thirty (30) days begin to determine the actions necessary to remedy the failure, and (iii) thereafter diligently prosecute the same to completion within such time after the notice of default as shall be reasonable under the circumstances. Notwithstanding the foregoing, Tenant must cure any monetary default hereunder no later than ten (10) days from the date it receives written notice from the Town of any such monetary default. Except as set forth above, no mention in this Lease of any specific right or remedy shall preclude the Town from exercising any other right, or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either in law or in equity.

16.3. Default Due to Bankruptcy. Notwithstanding the provisions of Section 16.2 above, the Town shall not have the right to terminate this Lease in an event of default under Section 16.1(c) of this Lease if no application is made in any proceedings for a reformation or recasting of this Lease, or for any change in any of the provisions of this Lease, and if the trustee, receiver, or similar custodian of Tenant's property, shall duly perform all of the terms of this Lease, including the payment of Rent when due.

16.4. Town's Right to Enter. It is understood and agreed by the parties that, as the owner of the Premises, the Town has the right to protect the Premises from damage and deterioration due to lack of diligence by Tenant. In recognition thereof, the Town shall have the right to enter upon the Premises to inspect said Premises thereon at all reasonable times; provided that, a representative of Tenant shall have the right to accompany any representative of the Town on any such inspection. If Tenant fails to perform or comply with any of the terms or provisions contained in this Lease to be performed or complied with by Tenant, other than a failure to pay rent or an event of bankruptcy, and, after written notification from the Town, fails to cure such default within the permitted period, the Town may, at its option, and in addition to any other remedies which may be available to it, enter the Premises and effect the cure with or without prior notice to Tenant. Such entering shall not cause or constitute a termination or cancellation of this Lease or an interference with Tenant's possession of the Premises. The

Town shall have the right to do all things reasonably necessary to accomplish the work required. The cost and expense of such work shall be payable to the Town by Tenant on demand.

16.5. Surrender. Upon the expiration of the term of this Lease or upon the effective date of termination of this Lease, Tenant shall peaceably and quietly leave, surrender, and yield to the Town the Premises, the Facility (including all fixtures thereon). Title to the Facility and all permanent improvements thereon shall vest in the Town. Tenant shall promptly execute any and all documents necessary to the transfer of such title. Tenant may only remove such personal property and other machinery and equipment not attached or affixed to the Premises. Tenant shall, at its own expense, repair any and all damage to the Premises resulting from or caused by the removal of such property. The provisions of this Section 16.5 shall survive the expiration or sooner termination of this Lease. At least three (3) months prior to the expiration of this Lease, in accordance with this Section 16.5, Tenant shall provide the Town with an inventory of all personal property that Tenant intends to remove. The Town shall not be liable or responsible for any loss of or damage to any personalty owned or held by or for Tenant, which may be on the Premises or in the Improvements when the Town takes possession of it, or required to account for any such personalty. Any such personalty shall be considered abandoned by Tenant, and title thereto shall vest in the Town upon the date of expiration of this Lease, unless otherwise provided by the parties in writing prior to such expiration or termination. In the event of the expiration or other termination of this Lease, Tenant shall, to the extent permitted by law, assign or otherwise transfer the Permits to the Town, along with all other licenses, permits and approvals necessary for the use and operation of the Facility, and all warranties. If application to any governmental agency is necessary for such transfer, Tenant shall initiate any such proceeding and shall assist the Town throughout such proceeding, even if such proceeding continues after the expiration or termination of this Lease.

XVII. ASSIGNMENT, SUBLEASE

17.1. Prohibition Against Assignment and Sublease. Tenant shall not assign, transfer, convey, sublet, encumber or dispose of this Lease or any part thereof, or transfer its right, title or interest in the whole or any part of the Premises, or enter into any agreement with any entity or person, to exercise management control over the operations authorized hereunder or any part thereof (referred to, collectively, as a "Transfer"), without the prior written consent of the Town, which shall not be unreasonably withheld. Any purported Transfer not agreed to by the Town or conforming to the following provisions of this Section shall be void and without legal effect. If the Town consents to a proposed assignment, then the proposed transferee shall deliver to the Town a written agreement whereby it expressly assumes Tenant's obligations hereunder. The Town's consent to any Transfer shall not waive the Town's rights as to any subsequent Transfers. Notwithstanding the foregoing, the Town expressly agrees to the assignment of this Lease to TLA-Holbrook LLC, a Delaware limited liability company ("TLA-Holbrook"). By its execution of this Lease, the Town acknowledges and approves of TLA-Holbrook's becoming the Tenant under this Lease upon the Town's receipt of notice of assignment ("Notice of Assignment") without the requirement of any future action on the part of the Town, which Notice of Assignment shall be executed by TLA-Holbrook, and pursuant to which TLA-Holbrook shall assume any and all obligations of Tenant under this Lease. The Town further agrees that it will

execute an acknowledgment of the assignment of the Lease if requested to do so by either the Tenant or TLA-Holbrook, and that such assignment may be recorded in the Norfolk County Registry of Deeds.

17.2. Merger and Consolidation. Notwithstanding any of the foregoing, in the event Tenant merges with, is acquired by, or is otherwise consolidated into another corporation or entity, Tenant shall have the right, with prior written notice to the Town and subject to the following conditions, to assign Tenant's interest in this Lease to the resulting merged or consolidated corporation or other entity ("assignee") provided (i) the assignee shall succeed to the business, goodwill and all or substantially all of the assets of Tenant, (ii) Tenant shall continue to employ the key personnel working on the Facility and maintain all of the capacity and qualifications related to the Lease which it had at the time the Lease was awarded, (iii) Tenant shall deliver to the Town prior to execution by the Tenant a copy of the instrument by which the assignment of this Lease to said assignee will be effectuated, and (iv) the assignee shall execute, acknowledge and deliver to the Town an agreement, in form reasonably satisfactory to the Town, assuming the observance and performance of all of the terms, covenants and conditions of this Lease on Tenant's part to be observed and/or performed.

17.3. Ability to Sublease. As contemplated in Section 2.3 hereof, Tenant may enter into a sublease with Falvey for a portion of the Premises. Additionally, Tenant may enter into a sublease for a portion of the Premises with any third party; provided that, any such sublease does not interfere with Tenant's obligations hereunder, and is subject to prior approval by the Town, which approval shall not be unreasonably withheld, conditioned or delayed. Any rents received by Tenant under any sublease permitted hereunder may be retained by Tenant, provided that Tenant makes payment to the Town in the amount of 25% of the gross rents payable under any sublease. Notwithstanding the foregoing, in the event Tenant enters into a sublease with an entity having common ownership or common management with Tenant, Tenant shall be entitled to retain all rent collected.

XVIII. ACCOUNTING, REPORTING, and INSPECTIONS

18.1. Access to Records. Tenant shall maintain all books, records and other compilations of data that Tenant has which pertain to the performance of the provisions and requirements of this Lease, including without limitation all original invoices and payment schedules relating to the operation of the Facility, all trucking records, weight slips, and any and all other documents pertaining to the amount of waste handled at the Facility per day (the "Supporting Documentation"). With the payment of Rent each month, Tenant shall provide the Town with a report summarizing the total amount of waste that was actually handled at the Premises during the past month (the "Monthly Report"). Tenant shall provide the Town with such additional information and a copy of the Supporting Documentation as to allow the Town to accurately determine the same. No later than thirty (30) days from the termination of a Lease Year, Tenant shall submit an annual report providing a detailed analysis of, together with a copy of, the Supporting Documentation, pertaining to the amount of waste handled at the Facility during the past Lease Year (the "Annual Report"). The Monthly Reports and the Annual Reports are referred to, collectively, as the "Reports." Tenant agrees to preserve such Reports for a period of at least three years or longer, if required by law, following the close of each Lease Year.

18.2. Duty to Provide Information. Tenant shall furnish to the Town, within a reasonable time, any information which the Town may reasonably request which is relevant to determine whether Tenant is complying with the terms of this Lease.

18.3. Inspection. Tenant shall at all reasonable times allow the Town, and its employees, agents and representatives, to inspect and audit the Supporting Documentation and the Reports. In the event the Town is not satisfied with any Report submitted by Tenant, the Town shall have the right to have its auditors make a special audit of all Supporting Documentation and other books and records, wherever located, pertaining to the amount of waste accepted at the Premises during the period in question. If such Reports are found to be incorrect to an extent of more than two percent (2%) over the figures submitted by Tenant, Tenant shall pay for such audit. Tenant shall promptly pay to the Town any deficiency which is established by such audit.

18.4. Treble Damages. In the event the Town, through its inspection of the Supporting Documentation, an audit, or otherwise, determines that the Tenant has provided intentionally misleading or fraudulent information relative to the amount of waste handled at the Facility, Tenant shall pay Landlord the amount due, plus treble said amount as a penalty.

XIX. MISCELLANEOUS

19.1. Notice of Lease. At the request of Tenant, the Town promptly shall execute and deliver a Notice of Lease, in form and substance acceptable to Tenant in its sole discretion, which Notice will contain the information required by statute as well as such additional information as Tenant and/or the Town may choose. Tenant, or the Town at its option and expense, may record such Notice of Lease or a copy of this Lease in the Norfolk County Registry of Deeds.

19.2. Status of The Town. The Town shall in no event be construed, held, or become, in any way or for any purpose, a partner of, associate of, or joint venturer with Tenant or any party associated with Tenant in the conduct of its business or otherwise. Tenant, its officers, agents, servants and/or employees shall in no event be construed, held or become, in any way or for any purpose, agents, servants, employees or independent contractors of the Town.

19.3. Exercise of Regulatory Jurisdiction. Nothing contained in this Lease shall be construed to limit the authority of the Town or the Board of Health to take any enforcement or other action authorized by law with respect to the Facility, specifically including, without limitation, any enforcement action under Massachusetts General Laws Chapter 111, Section 150A, and any action to abate a nuisance or to address a condition that threatens the public health, safety or welfare.

19.4. Notice. All notices or other communications to be given or conveyed to Tenant shall be delivered or sent by certified mail, return receipt requested, addressed to Tenant at the address listed above in the Preamble and at the Facility. All notices or other communications to be given or conveyed to the Town, including the Board of Health and any other boards and officers, shall be delivered or sent by certified mail, return receipt requested, addressed to the

address set forth in the Preamble, with a copy to: Mark R. Reich, Esq., Kopelman and Paige, P.C., 101 Arch Street, Boston, MA 02110. Any notices or other communications to be given or conveyed to the Tenant shall be delivered or sent by certified mail, return receipt requested, addressed to the address set forth in the Preamble, with a copy to: William F. Merrigan, Esq., Merrigan & Merrigan, 10 Forbes Road, #110, Braintree, MA 02184. Any party hereto may change its address for purposes of giving notice or conveying communications by notice given to the other parties in the manner herein provided.

19.5. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns, including all successors to Tenant as owners or operators of the Facility. Subject to Article XVII of this Lease, Tenant further agrees that it will not sell, lease, or otherwise dispose of the Facility to any person or entity that intends to continue the operations thereof, without first obtaining the written agreement of such person or entity to be bound by this Lease.

19.6. Force Majeure. No party shall be liable for its failure, in whole or in part, to perform hereunder (except for the obligation to pay Rent (other than Base Rent)) due to conditions beyond its reasonable control, including, but not limited to, strike, fire, storm, act of God, injunction or the requirement to comply with any law, regulation or order of any governmental body or instrumentality.

19.7. Amendment of or Modification to Agreement. This Lease sets forth the entire Agreement between the parties, and may be amended or modified only by a written instrument executed by the duly authorized officials and officers, as the case may be, of the Town and Tenant.

19.8. Severability. If any provision of this Agreement is determined to be invalid or unenforceable for any reason, it shall be interpreted or construed to the extent possible so as to accord it maximum effect, and the remaining provisions of this Agreement shall remain in full force and effect without alteration, except as the context may require.

19.9. Entire Agreement. This Lease constitutes the entire agreement between the parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties with respect to the subject matter hereof and thereof. No agreement or understanding varying or extending the same shall be binding upon either party unless in writing signed by both parties.

19.10. Captions. The captions or headings in this Lease are for purposes of reference only and shall not limit or define the meaning hereof.

19.11. Counterparts. This Lease may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

19.12. Governing Law. This Lease is to be governed by the laws of the Commonwealth of Massachusetts. The parties agree to bring any action to enforce the terms of this Lease in the appropriate court of the Commonwealth of Massachusetts.

XX. RIGHTS UPON OFFER OF PREMISES

20.1 Right of First Offer. Subject to the provisions of Section 20.2, in the event the Town determines to offer for sale, or otherwise transfer all or a portion of the Premises ("Transfer the Premises"), the Town shall first offer to Transfer the Premises to the Tenant at a price to be determined by mutual agreement of the parties. In the event that Tenant and the Town are unable to come to a mutual agreement regarding the purported Transfer of the Premises within sixty (60) days following the Town's notice of its intent to Transfer the Premises, the Town may proceed with its offer; provided however, that no such Transfer of the Premises may be effected which will affect the rights of the Tenant hereunder. Without limiting the generality of the foregoing, any such Transfer of the Premises or mortgage of the Premises by the Town shall be specifically subordinated to the terms of this Lease, and Tenant's interest herein shall be protected by a recordable non-disturbance agreement in form and substance satisfactory to Tenant.

20.2. Applicability of Chapter 30B. In the event the Town determines to offer the Premises for sale or other disposition, and the sale or other disposition is subject to Chapter 30B, the Tenant's rights under Section 20.1 shall be extinguished. Town shall nevertheless give notice to Tenant of the Town's intention to sell or dispose of the Premises, including providing a copy of any Request for Proposals issued in connection with such proposed sale or other disposition. Tenant shall, if it so elects, submit a proposal in response to the Request for Proposals, which proposal shall be considered in accordance with the standards and factors set forth in the Request for Proposals. The failure of the Town to give the notice to the Tenant of its intention to sell or otherwise dispose of the Premises shall not void, or make voidable, the conveyance of the Premises to a third party.

XXI. REPRESENTATIONS

21.1. Hours of Operation. The Tenant agrees that the hours of operation for the purpose of accepting materials will be from 6:00 a.m. to 6:00 p.m., Monday through Saturday. Additional on-site operations may be undertaken until no later than 9:00 p.m. Notwithstanding the foregoing restrictions, the Town agrees that Tenant may conduct operations at the Facility at any time which is necessary for its compliance with maintenance and other standards imposed by the Permits. The Facility will be closed on Sundays and major holidays. The parties acknowledge that workers will be on the Premises to open and close the Facility approximately one hour before and one hour after normal operating hours. All operations shall be subject to any requirements imposed under the permits and approvals issued by Town's Board of Health and Planning Board, or any other regulatory entity with authority thereto.

21.2. Transfer Station Purposes. The Tenant agrees that the Facility will, under no circumstances, burn waste, now or in the future. The Tenant agrees that the Facility will not serve as a hazardous waste transfer station. The Tenant agrees that the primary purpose of the Facility will be that of a solid waste transfer and recycling facility.

21.3. Baling System. Subject to the contingencies contained herein, the Tenant agrees to construct and implement odor mitigation and baling system that effectively wraps and bundles waste prior to rail car transit.

21.4. No Federal Surface Transportation Exemption. The Tenant agrees not to apply for a so-called "federal surface transportation railroad exemption," now or in the future, and further agrees to remain subject to local jurisdiction throughout the Lease Term, and any extension thereof.

21.5. Truck Access Routes. Except for Tenant's obligations to pick up trash and meet its obligations to the Town under Section 6.8 hereof, the Tenant agrees to route truck traffic to the Facility in a manner that utilizes main access roads to the maximum extent possible.

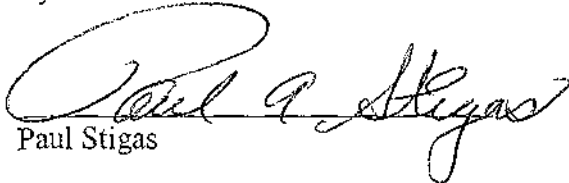
21.6. Mitigation Systems and Policies. The Tenant agrees to implement odor, noise, litter, security and pest mitigation systems and policies.

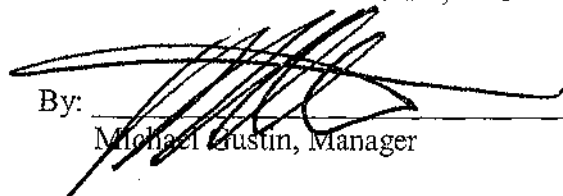
21.7. No Gypsum Recycling. The Tenant agrees not to operate a gypsum recycling facility on the Premises.

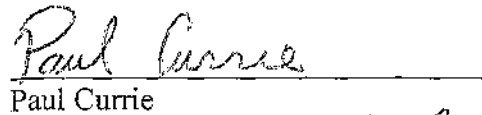
Executed as a document under seal this 19TH day of February, 2009.

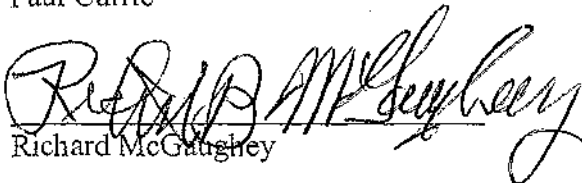
TOWN OF HOLBROOK,
By its Board of Selectmen

HOLBROOK ENVIRONMENTAL
LOGISTICAL PARTNERSHIP, LLC


Paul Stigas

By: 
Michael Austin, Manager


Paul Currie


Richard McGaughey

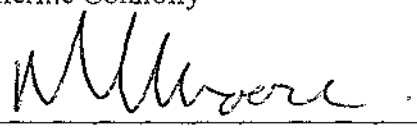
Katherine Connolly

Matthew Moore

EXHIBIT A
PROPERTY DESCRIPTION

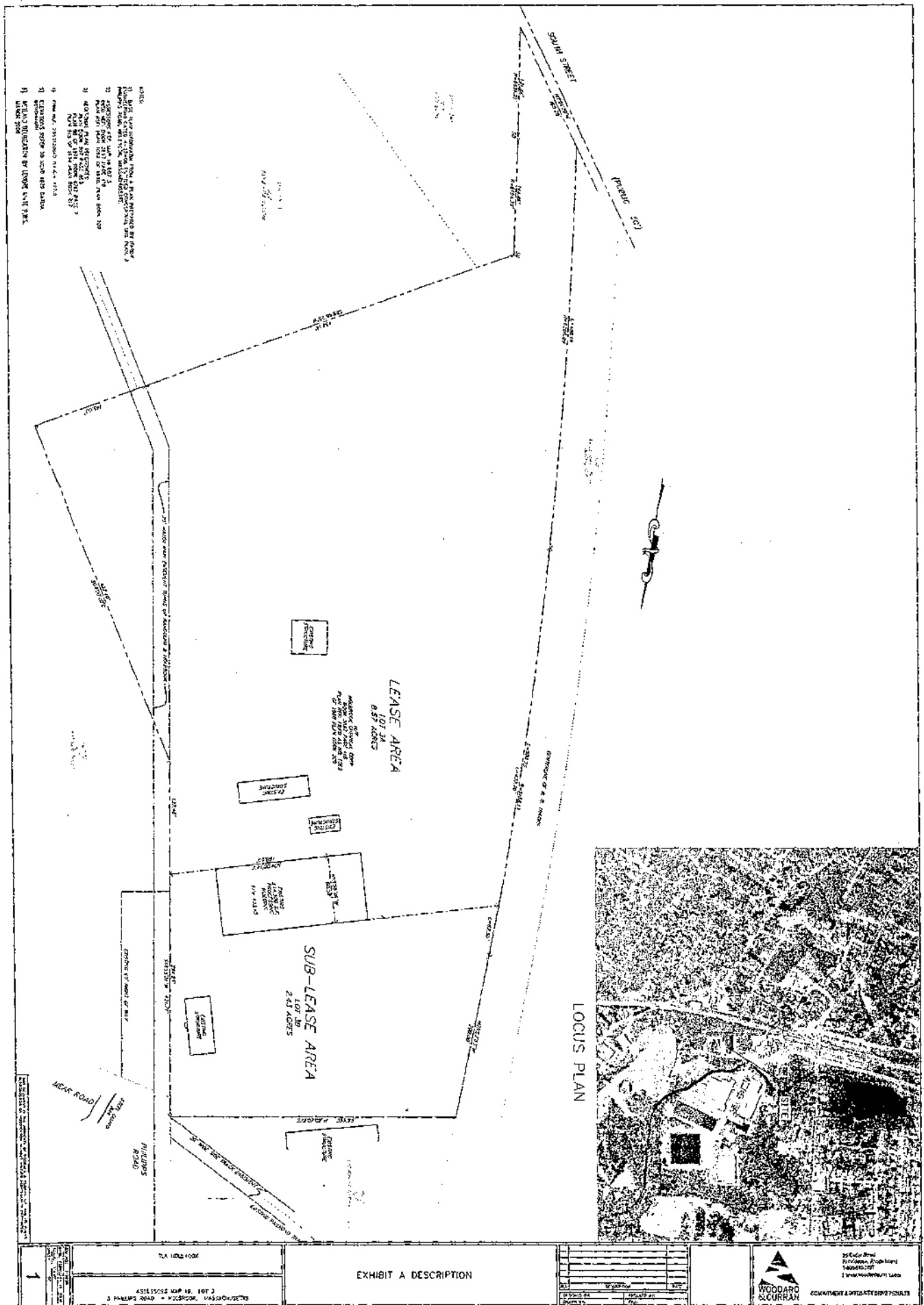
Holbrook, MA

That certain parcel of land situated in Holbrook in the County of Norfolk and Commonwealth of Massachusetts, being shown on a plan entitled: "Plan of Land Holbrook, Mass.", dated June 1, 1960 prepared by Joseph Selwyn - Civil Engineer, which plan is recorded in the Norfolk County Registry of Deeds as plan #1062 of 1960 in Book 209, bounded and described as follows:

Beginning at a stone bound marking the intersection of the easterly location line of South Street, Holbrook, as laid out in March 1927 by the Norfolk County Commissioners, and the easterly location line of the Middleboro Branch of the Old Colony Railroad right of way;
thence running northerly along said railroad location line along an arc of radius 6266.89 for a distance of 488.18 feet to a point of common curvature and the beginning of another arc;
thence along said second arc of radius 5168.17, a distance of 500.25 feet to a point of tangency on said railroad location sideline;
thence running N29-57-53E, a distance of 200.00 feet;
thence turning and running S72-07-02E, a distance of 355.93 feet by land now or formerly of Peerless Realty Company to a proposed street;
thence turning and running along the westerly layout line of said proposed street S18-15-31W, a distance of 431.71 feet to an angle point in said westerly location line;
thence turning and running S4-00-10E along said location line a distance of 437.49 feet;
thence turning and running S88-46-25W, a distance of 145 feet to an existing iron pipe marking the northeasterly corner of the land now or formerly of Baird & McGuire, Inc;
thence continuing along the same course a distance of 486.14 feet to a concrete bound marking the northwesterly corner of land now or formerly of said Baird & McGuire, Inc;
thence turning and running on a curve of 6194.39 radius, a distance of 144.86 feet;
thence deflecting to the left on a curve of 8651.21 radius, a distance of 132.03 feet to a point on the easterly location line of the aforementioned South Street; thence turning and running along said easterly location line N7-21-30W, a distance of 160.78 feet to the point of beginning; containing a total of approximately 11 acres.

Together with a common right of way twenty feet wide beginning on Water Street and continuing along on the land of Peerless Realty Company as shown on Plan recorded in Plan Book 208, Page 293, Norfolk Deeds, and referred to in deed from Peerless Realty Company to The Portland Chemical Works, Incorporated, dated March 11, 1960, and recorded with Norfolk Deeds, Book 3802, Page 579.

3 PHILLIPS RD.



- NOTES:
- 1) SEE THE ATTACHED PLOT PLAN FOR A DESCRIPTION OF THE PROPERTY AND THE LOCATION OF THE PROPERTY.
 - 2) THE PROPERTY IS LOCATED AT THE CORNER OF SOUTH STREET AND PARK STREET.
 - 3) THE PROPERTY IS BOUNDARY BY THE CITY OF BOSTON.
 - 4) THE PROPERTY IS BOUNDARY BY THE CITY OF BOSTON.
 - 5) THE PROPERTY IS BOUNDARY BY THE CITY OF BOSTON.
 - 6) THE PROPERTY IS BOUNDARY BY THE CITY OF BOSTON.
 - 7) THE PROPERTY IS BOUNDARY BY THE CITY OF BOSTON.
 - 8) THE PROPERTY IS BOUNDARY BY THE CITY OF BOSTON.
 - 9) THE PROPERTY IS BOUNDARY BY THE CITY OF BOSTON.
 - 10) THE PROPERTY IS BOUNDARY BY THE CITY OF BOSTON.

1	<p>4515 SOUTH MAP 18, LOT 2 3 PARKERS ROAD - BOSTON, MASSACHUSETTS</p>	<p>EXHIBIT A DESCRIPTION</p>	<p>WOODARD & CURRAN 25 CORNHILL BOSTON, MASSACHUSETTS 02108 TEL: 617.552.3000 FAX: 617.552.3001 WWW.WOODARD-CURRAN.COM</p>
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EXHIBIT 2

TOWN OF HOLBROOK BOARD OF HEALTH

In the Matter of:

TLA-HOLBROOK, LLC
3 and 6 Phillips Road, Holbrook

Public Hearing On Application
for Site Assignment
Transmittal Number: #X273727
Report Number No. 133-003-A

SITE ASSIGNMENT DECISION

The Town of Holbrook Board of Health (“Board”) hereby issues a site assignment pursuant to 310 CMR 16.00 for a municipal solid waste transfer station proposed by TLA-Holbrook LLC (“TLA” or the “Applicant”) to be located on the properties at 3 and 6 Phillips Road, Holbrook, MA (the “Site”). This site assignment is subject to the conditions set forth herein.

I. THE PROPOSED FACILITY AND SITE

The Applicant proposes to construct and operate a state-of-the-art municipal solid waste handling and transfer facility (the “Facility”) on the Site. The Site consists of two parcels of land totaling 14.85 acres: an 11.17-acre lot owned by the Town of Holbrook, located at 3 Phillips Road, and an adjacent 3.68-acre lot, located at 6 Phillips Road. The Applicant currently leases the 11.17-acre lot from Holbrook pursuant to a Lease and Host Community Agreement and certain assigns of the Lease to Applicant. The Applicant also leases the 3.68-acre lot, which will not be developed or used as part of Facility operations other than the construction and use of an access road. The proposed Site is located in an industrial park in the Holbrook Industrial District. Approximately 2.1 acres of the 3 Phillips Road property is part of the Baird & McGuire Superfund Site, which is administered by U.S. EPA and the Massachusetts Department of Environmental Protection. Further, a portion of the 3 Phillips Road parcel is a state-listed Tier 2

disposal site, which will be remediated under the Massachusetts Contingency Plan (MCP) as part of the development of the Facility.

The proposed Facility will include an approximately 22,300-square-foot municipal solid waste transfer building, a rail yard, scale house and associated scales, parking areas, and usage of portions of an existing warehouse and office building. Municipal solid waste (MSW) will be delivered by truck. Additionally, a resident drop-off area, available exclusively to the residents of the Town of Holbrook, will be constructed to allow residents to unload normal household residential waste, recyclables, yard waste, and certain bulky items.

The Facility will accept incoming MSW six days per week, Monday through Friday from 6:00 am until 5:30 pm and Saturday from 6:00 am until 1:00 pm. Other on-site activities (e.g., outbound loading, cleanup, and maintenance) may occur until 9:00 pm Monday through Friday and until 4:00 pm on Saturday. The Facility will have a daily maximum capacity of 1,000 tons of MSW; the maximum annual capacity could be approximately 312,000 tons per rolling calendar year.

The Site will contain two waste handling areas: the MSW Transfer Building and a compactor for the residential waste drop-off area. All unloading, handling, and loading onto railcars and/or trucks will occur entirely within the MSW Transfer Building. Additionally, the MSW Transfer Building will include tipping and inspection areas, temporary waste storage areas, and outbound rail and truck loading areas. As proposed, MSW will be transferred from the Facility primarily by rail car, and secondarily by truck, for disposal or recycling at various locations throughout the country.

Construction of the Facility will involve various changes to the Site. Certain existing buildings and aboveground storage tanks will be demolished. The Applicant will also relocate

existing underground utilities on the Site. An existing office building and existing metal warehouse building – part of which will be demolished – will be renovated and reused as part of the Facility. Additionally, the design plans will incorporate a series of catch basins, drainage manholes, under-drains, bioretention areas, and subsurface infiltration systems. The design plans will comply with the Massachusetts Stormwater Policy and are subject to local permitting, additional design by the Applicant, and approval by MassDEP.

II. THE PROCEEDINGS

A. DEP Report on Site Suitability

TLA submitted its application for site assignment to MassDEP on April 24, 2017. [Exhibit 1]. After the application was found to be complete, and following review of the application, including public comments to the application, and the Applicant's responses to the public comments, MassDEP made a positive determination of suitability, which is detailed in its Report on Suitability, No. 133-003-A, dated August 11, 2017. [Exhibit 59].

B. Publication of Notice and Opportunity to Comment

Pursuant to 310 CMR 16.20(7), the Board caused public notice of the public hearing to be published in the Canton Journal, Holbrook Sun, Randolph Herald, and Stoughton Journal on August 18, 2017 in English, Haitian Creole, Spanish, Chinese (Mandarin), and Vietnamese. [Exhibit 65]. The public notice included the regulatorily-mandated language and met the all other regulatory content requirements. Additionally, all parties identified in 310 CMR 16.08(2) were notified of the public hearing via certified mail. [Exhibit 65]. The application and other public records in support thereof were made available for review at the Board's office and through the public File Transfer Protocol website on the internet prior to and during the public hearing.

C. **Public Hearings**

The public hearings before the Board occurred on the following days: September 11, 12, 26, and 28, 2017, and October 3, 10, 11, and 24, 2017, and the Board deliberated on November 1, 2, and 8, 2017. In accordance with 310 CMR 16.20(11)(a), the Board appointed Arthur P. Kreiger, Esq. of Anderson & Kreiger LLP as the hearing officer. The Town of Randolph and its Board of Health, The Lynwood Café, Inc., one ten-citizen group participated in the hearing as parties and John and Laura Santagata and Kimberly and Thomas Perko were participants pursuant to timely filed applications. [Pleading 10].

D. **The Record**

The record of these proceedings was maintained by the Hearing Officer and an index of the Exhibits, Proposed Exhibits, Pleadings, and Transcripts are attached at Tab I.

III. **FINDINGS REGARDING SPECIFIC SITE SUITABILITY CRITERIA**

A. **Zone I of Public Water Supply – 310 CMR 16.40(3)(d)(1)**

MassDEP establishes Zone I areas as the area encompassed by a protective radius of 400 feet around a public water system well with a yield of 100,000 gallons per day or greater. As the Applicant's expert, Whitney Hall, P.E. testified, the closest well to the Facility's waste handling area is approximately 1,100 feet. [Exhibit 63, ¶ 10]. The Board's peer review expert, Amy J. Knight, P.E., concurred in this determination. [Exhibit 68, ¶ 10]. No material evidence was presented contesting the project's compliance with this criteria. The Board finds that the Facility's waste handling area will not be located within the Zone I area of any public water supply.

B. **Interim Wellhead Protection Area/Zone II – 310 CMR 16.40(3)(d)(2)**

On June 10, 2014, MassDEP issued approval of the Conceptual Zone II for the South Street Wells, although MassGIS has not yet been updated to reflect this information, which

continues to show an Interim Wellhead Protection Area (“IWPA”) around these wells. [Exhibit 24; Exhibit 63, ¶ 11]. As confirmed by MassDEP correspondence in the record, the South Street Wells are not located in an IWPA or Zone II area. [Exhibit 63, ¶ 11; Exhibit 24]. Ms. Knight concurs that the waste handling area will not be located within the IWPA or a Zone II of an existing water supply. [Exhibit 68, ¶ 11]. No material evidence was presented contesting the project’s compliance with this criteria. The Board finds that the Facility’s waste handling area will not be located within the IWPA or a Zone II area of an existing public water supply well.

C. Surface Drinking Water Supply – 310 CMR 16.40(3)(d)(3)

Mr. Hall testified that the Facility’s waste handling area will not be located within the Zone A of a surface drinking water supply because no public surface water supplies are located within ½ mile of the Site. [Exhibit 63, ¶ 12]. Ms. Knight concurred in this finding. [Exhibit 68, ¶ 12]. No material evidence was presented contesting the project’s compliance with this criteria. Public comment raised the question of the potential future use of the Cochato River as a drinking water supply. However, the criteria applies to current not future Zone A areas and the Board is skeptical that the Cochato River would be approved as a drinking water supply given its longstanding connection to the Baird & McGuire Superfund Site. The Board finds that the Facility’s waste handling area is not located within the Zone A of a surface drinking water supply.

D. Existing or Potential Private Water Well – 310 CMR 16.40(3)(d)(4)

Mr. Hall testified that the Facility’s waste handling area will not be located within 500 feet of an existing or potential private water supply well or potential private water supply. [Exhibit 63, ¶ 13]. Ms. Knight concurred with this determination. [Exhibit 68, ¶ 13]. No material evidence was presented contesting the project’s compliance with this criteria. The Board finds

that the Facility's waste handling area will not be located within 500 feet of an existing or potential private water supply well existing or established as a potential private water supply.

E. **Distance to Occupied Facilities – 310 CMR 16.40(3)(d)(5)**

Mr. Hall's testimony demonstrated that there are no existing occupied residential dwellings, prisons, health care facilities, elementary schools, middle schools or high schools, children's preschools, licensed day care centers, or senior or youth centers within 500 feet of the proposed Facility's waste handling area. [Exhibit 63, ¶ 14]. Ms. Knight concurred that none of these buildings are located within 500 feet of the waste handling area. [Exhibit 68, ¶ 14]. No material evidence was presented contesting the project's compliance with this criteria. The Board finds that the Facility's waste handling area will not be located within 500 feet of any structure or building specified in 16.40(3)(d)(5).¹

F. **Riverfront Area – 310 CMR 16.40(3)(d)(6)**

Mr. Hall testified that the waste handling areas will not be located within a Riverfront Area. [Exhibit 63, ¶ 15]. The closest river to the site is the Cochato River, which runs along the eastern property line. Mr. Hall relied on the previous findings of the extent of the Riverfront Area by the Holbrook Conservation Commission as approved by MassDEP in a Superseding Order of Conditions in 2014. Ms. Knight concurred. [Exhibit 68, ¶ 15]. The Board also reviewed the provisions of 310 CMR 10.58 defining "Riverfront Area" and considered other relevant information on this subject, including witness testimony and photographs of the area (Exhibit 92).

The Board is unconvinced by proffered objections to the Applicant's depiction of the Cochato River's Riverfront Area by Randolph through Mr. Daylor. Mr. Daylor's argument that

¹ The Board addresses the question of whether other areas of the Site are waste handling areas as defined by the regulations in its discussion of size of facility.

the “bankfull” condition definition is controlling here is unpersuasive. [Exhibit 72, ¶ 33]. Mr. Daylor is not a wetland scientist and has not performed the type of on-site observations and analysis needed (nor did he ask for permission to do so). [Transcript at 1009:20-1010:1, 1010:19-1012:5]. The Board has not been given sufficient reason to question the conclusions regarding Riverfront Area from the Holbrook Conservation Commission and MassDEP, which reviewed and approved the Conservation Commission’s determination in its Superseding Order of Conditions. The Board has determined that the Facility’s waste handling areas will not be within the Riverfront Area as defined by 310 CMR 10.00.

G. Depth to Groundwater – 310 CMR 16.40(3)(d)(7)

Mr. Hall testified that the Facility will maintain at least a two-foot separation between the maximum high groundwater elevation and the two waste handling areas. [Exhibit 63, ¶¶ 16-19]. Mr. Hall testified that the proposed slab elevation of the MSW Transfer Building is 131 feet. The rest of the MSW Transfer Building’s proposed slab elevation is 134 feet. Under that building, the maximum groundwater elevation slopes from a high value of 128 feet under the east wall to a low of 124 feet at the west wall. According to Mr. Hall, this means that the MSW Transfer Building will have a minimum groundwater separation of approximately three feet, while the tipping area may have as much separation as seven feet. The residential drop-off area is located at approximately 132 feet, which is 11 feet above the relevant groundwater elevation. [Exhibit 63, ¶¶ 16-19; Exhibit 45]. Ms. Knight agreed that the Facility will meet this criterion. [Exhibit 68, ¶ 16]. Moreover, 310 CMR 16.40(1)(c)(1) requires the Board to presume that the proposed facility shall be designed and constructed to meet all relevant state and federal statutory, regulatory, and policy requirements. Because separation to groundwater is largely an engineering and construction issue, the Board presumes that the Facility will be constructed in accordance with the required separation and that more detailed design and construction documents, subject

to review by MassDEP, will confirm such compliance. Mr. Daylor's critique of TLA's plans and testimony cannot overcome this as he has not demonstrated that compliance is an "impossibility," as he argues, and Ms. Knight agrees with TLA's position [Exhibit 72, ¶ 32].

The Board finds that the maximum high groundwater table would not be within two feet of the ground surface in areas where waste handling is to occur.

IV. FINDINGS REGARDING GENERAL SITE SUITABILITY CRITERIA

A. Agricultural Lands – 310 CMR 16.40(4)(a)

The Applicant's soils expert, Edward W. Pickering, P.E., CPSSc, testified that the Site complies with the suitability criteria for agricultural lands. [Exhibit 62, ¶ 5; Pleading 20 (Sept. 26, 2017)]. Mr. Pickering visited the Site on two separate occasions, in addition to reviewing background information about the site, including material maintained by the U.S. Department of Agriculture Natural Resources Conservation Service and related agencies, to conduct a detailed soil survey of the Site. [Exhibit 62, ¶¶ 7-8]. Based on the soil survey he conducted, he testified 1) that areas of soil classified as Agricultural Land of Prime, Unique, or of State or Local Importance do not occur within the Site; 2) the Site does not contain land deemed Actively Devoted to Agricultural or Horticultural Uses; and 3) that none of these lands are within 100 feet of the Site. [Exhibit 62, ¶¶ 10-11]. Ms. Knight concurred. [Exhibit 68, ¶ 18]. No evidence was presented contesting the project's compliance with this criteria. The Board finds that the Site is comprised of soil mapping units that are not classified as Prime, Unique, or of State or Local Importance nor is it deemed Land Actively Devoted to Agricultural or Horticultural Uses. Additionally, the Board finds that none of these soil mapping units are within 100 feet of the Site.

B. Traffic and Access to the Site – 310 CMR 16.40(4)(b)

TLA's traffic consultant, Ron Müller testified that the traffic impacts from the Facility's operation will not constitute a danger to the public health, safety, or the environment taking into consideration traffic congestion, pedestrian and vehicular safety, road configurations and alternate routes in compliance with 310 CMR 16.40(4)(b)(1)-(4). This opinion was offered not only by Mr. Müller [Exhibit 60, ¶ 10], but also by the Town of Holbrook's traffic consultant, Scott Thornton [Exhibit 69, ¶13] and the Massachusetts Department of Transportation (MassDOT) [Exhibit 51].

In addition to Mr. Müller's Affidavit submitted to the Board and testimony at the Board's public hearing, the Record includes, and the Board relies on for its findings and conclusions, several traffic studies and analyses supporting Mr. Müller's opinions. They are as follows:

- Traffic Impact and Access Study dated November 9, 2012 [Exhibit 10];
- Response to Peer Review Comments dated July 9, 2013 [Exhibit 11];
- Additional Accident Investigation dated August 21, 2013 [Exhibit 12];
- Follow-Up Traffic Counts/Analyses [Exhibit 13];
- Additional Waste Transfer Station Counts [Exhibit 14];
- Response to Public Comments (Traffic comments in Responses to Public Comment No. 2) [Exhibit 15];
- Supplemental Response to Public Comments (Traffic comments in Responses to Public Comment No. 2) [Exhibit 16];
- Backup Data Submission (Traffic material under Tab 3)[Exhibit 17];
- Motion for Reconsideration and to Reopen Record (Section 2 regarding Traffic and Access to the Site and Tabs 28 and 29)[Exhibit 18];
- Response to Public Comments on Motions for Reconsideration (Section 2 regarding Traffic and Access to the Site)[Exhibit 19];

- RMA letter commenting on Revised Site Plan, Solid Waste Transfer Station [Exhibit 20];
- Response to Public Comments: Response No. 2 except “Removal by Rail is Primary,” “Minimum Distance to Sensitive Receptors,” “Trucks will not be utilize small residential roads for waste transport,” “Noise from Trucks is not a Danger to Public Health or Safety,” and “Truck Emissions are Not a Danger to Public Health or Safety,” letter to MassDEP [Exhibit 49];
- Supplemental Response to Comments: Letter from RMA to Ms. Heather Sites dated August 3, 2017, enclosed under cover letter from Marc J. Goldstein, Esq. to MassDEP [Exhibit 57];
- Ron Müller & Associates Letter re Randolph Accident Investigation [Exhibit 58]; and
- Rebuttal Affidavit of Ron Müller, P.E. [Exhibit 94].

These data and analyses were summarized in Mr. Müller’s PowerPoint presentation to the Board at the public hearing, except for the material contained in Mr. Müller’s Rebuttal Affidavit. [Exhibit 74].

i. **Traffic Congestion – 310 CMR 16.40(4)(b)(1)**

a. *Traffic Growth*

Mr. Müller applied a one (1) percent per year growth rate to the traffic counts performed in 2012 and 2013 and included traffic from the Old English Square development and a residential apartment development in Braintree. [Exhibit 10, p. 11, Exhibit. 13, p. 5 and Exhibit. 74, p. 7]. The traffic consultant for the Town of Randolph, Robert Woodland (“Mr. Woodland”) expressed concerns about the continued accuracy of the traffic data collected in 2012 and 2013. [Exhibit 73, ¶ 6]. However, Mr. Müller provided annual traffic data prepared by MassDOT which was collected at Union Street (Route 139) at the Town of Randolph line between Center Street and the Water Street/Centre Street intersections for several subsequent years. The MassDOT data shows that traffic on Union Street peaked in 2011, 2012, and 2013 – when the Applicant’s counts were taken – and thereafter from 2014 to 2016 decreased by roughly 25

percent to 2007 recorded traffic levels. [Exhibit 49, p. 6 & Tab 1; Transcript at 51:10–54:18; Exhibit 74, p. 7]. Thus, notwithstanding a significant decline in traffic as measured or estimated by MassDOT over the last three to four years, the Applicant conservatively based its traffic study on an annual one (1) percent increase in traffic. [Transcript at 54:13-23]. The traffic consultant for the Town of Holbrook, Scott W. Thornton, concurred that the traffic counts were adequate. [Exhibit 69, Ex. B, p. 6]. For its part, Randolph never conducted a single traffic count. [Transcript at 290:1-291:7].

b. *Capacity Analysis*

Mr. Müller testified that based on the capacity to process waste and the projected staff and shift times, the Facility is expected to generate 37 vehicle trips during the weekday AM and PM peak hours. [Transcript at 44:6-18]. These projections are conservative as they (1) presume a doubling of peak hour truck trips delivering waste to the Facility, (2) assume all processed waste will be removed from the Facility via trucks not rail (as is planned) and (3) are based on projections which exceed industry-standard, trip-generation rates. When added to study area intersections, the Site-generated traffic will have a minimal impact on peak-hour traffic operations with acceptable levels of services predicted at all locations, except the left-turn movement from South Street onto Route 37 in Braintree that currently operates at a level-of-service F. [Exhibit 10, Table 6; Exhibit 13, Table 3; Exhibit 60, ¶ 7; Transcript at 70:18-72:11; Exhibit 74, p. 17]. Mr. Thornton agreed with these Peak Hours trip numbers. [Exhibit 69, ¶ 9].

While no industry literature or standard exists for setting a margin of safety in this precise situation for trip generation, Mr. Müller, based on his 30 years of experience, increased by a factor of two the delivery trips at a level he believed to be “appropriate” for the traffic study. [Transcript at 89:10-90:12]. Further, based on the Applicant’s review of extreme hypothetical

scenarios discussed below, where estimated Peak Hour truck trips were increased several times over, the Board rejects Randolph's suggestion that doubling was insufficient.

Mr. Müller also examined extreme hypothetical situations using truck traffic counts from the Allied/Peabody facility in response to comments during the site assignment process. Specifically, he assumed that the Facility would generate 103 trips for AM and 59 trips for PM Peak Hours which more than septuples (7 times) the expected truck trips for the AM Peak Hour and more than quadruples (4 times) the estimated truck trips for PM Peak Hour. He also did not adjust the Allied/Peabody data for to account for hourly fluctuations in deliveries, variation in vehicle sizes, and non-waste delivery trucks. Even under these extreme circumstances, the Site-generated traffic will have minimal impact on peak-hour traffic operations with acceptable levels of services predicted at all locations, except the left-turn movement from South Street onto Route 37. [Exhibit 14; Exhibit 15, pp. 10-11; Exhibit 18, pp. 13-15; Exhibit 60, ¶ 7; Exhibit 74, pp. 10, 16-17; Transcript at 58:5-73:24]. Given the absence of existing hauling contracts, the Applicant, by reviewing extreme hypotheticals, estimated acceptable levels of service for average truck sizes ranging from 3.8 to 12 tons. [Transcript at 154:24-155:6].

While Mr. Woodland did not agree with the Applicant's original trip generation figure (37 trips during Peak Hours), he conceded that (i) trip generation would be properly calculated were the figures in the extreme hypothetical used, (ii) that Mr. Müller had done just that, and (iii) the results of extreme hypothetical capacity analysis result were no different than Mr. Müller's original study – all intersections operated at an acceptable level of service except for the already failed, unsignalized intersection in Braintree. [Transcript at 291:24-293:12]. In fact, Randolph's traffic consultant originally opined that the 28 truck trips per Peak Hour was "reasonable" for the Facility. [Transcript at 302:15-303:10].

c. *Volume*

The Applicant's traffic study also demonstrated that traffic-volume increases on study area roadways will be minimal, ranging from 2 to 13 additional vehicles during the peak hours. [Exhibit 10,p. 15].

d. *Delay/Queues*

Since it adds some traffic to the roadway system, the Facility will increase delays at intersections. However, the Applicant estimated these delays at 1.5 seconds at signalized intersections, short delays that the intersections can easily handle as demonstrated by the resulting acceptable levels of service. [Exhibit 10, pp. 16-19; Exhibit 74, p. 17; Transcript at 73:15-74:14]. When MBTA commuter rail trains travel over Route 139, there will be additional delays, but the queues that will form will generally dissipate within one or two signal cycles after which estimated levels of service will resume. [Transcript at 74:15-75:7]. Based on Mr. Müller's observations, during AM Peak Hour train crossings, the vehicle queues on all approaches to the Union Street/Mill Street/Center Street intersection and the Union Street/Water Street/Centre Street intersection were able to clear in one signal cycle. During PM Peak Hour train crossings, queues on the Mill Street, Center Street, Water Street, and Centre Street approaches were able to clear in one signal cycle. The Route 139 eastbound approach to Mill/Center Streets and the Route 139 westbound approach to Water/Centre Streets required between one and four signal cycles to clear the queues formed by the train crossings. [Exhibit 11, p. 10].

Use of the Synchro software to analyze the closely-spaced intersections of Route 139/Mill Street and Route 139/Centre Street on either side of the MBTA commuter rail tracks, is accepted by MassDOT and appropriate here. [Transcript at 116:15-120:23]. Although the Synchro software does not account for commuter rail interruptions, [Transcript at 117:21-24], the Board finds that the traffic delays caused by the MBTA traffic delays are small (1-2 seconds) and

temporary (taking up 10 percent of the Peak Hours and lasting 1 to 4 signal cycles for two to three train crossings during either the AM or PM Peak Hour). [Transcript at 155:16-156:6]. Similarly, Mr. Thornton agreed that where the Facility's trip generation was minor, the Facility would have little impact on existing vehicle queues caused by the MTBA train crossings. [Transcript at 206:9-23]. He also agreed that using the Synchro program was acceptable means for analyzing a closely-spaced intersection and that the Highway Capacity Manual recommends the use of one single overall peak hour factor for intersection analysis rather than the peak hour factor by approach. [Transcript at 228:3-15].

Mr. Woodland offered an aerial photograph to illustrate that the queue during the AM Peak Hour would back up on Route 139 westbound blocking the driveway of seven (7) homes. [Exhibit 76]. However, that exhibit is of little weight for several reasons. First, the queue depicted is based on the extreme hypothetical which assumed 103 trips for AM and 59 trips for PM Peak Hours, several times higher than the estimated 37 trips per AM and PM Peak Hour. [Transcript at 44:6-18]. Second, it shows the 95th percentile queue which represents 3 minutes of the Peak Hour. [Exhibit 69, Ex. B, p. 5; Exhibit 76; Transcript at 158:14-159:9]. Notably, Mr. Woodland's comments lack any basis in personal knowledge since he neither witnessed a commuter rail train cross Union Street, [Transcript at 259:2-3], nor drove down Phillips Road where the Site is located. [Transcript at 298:20-22].

The Board concludes that traffic impacts from the establishment or operation of the Facility will not constitute a danger to the public health, safety, or the environment taking into consideration traffic congestion.

ii. **Pedestrian and Vehicular Safety and Road Configurations – 310 CMR 16.40(4)(b)(2)-(3)**

a. *Study Area*

The Board finds that the Study Area for its traffic analysis of the Facility is appropriate.

The Applicant studied five intersections:

- Phillips Road at Mear Road, Holbrook
- Route 139 at Centre Street and Water Street, Holbrook
- Route 139 at Center Street and Mill Street, Randolph
- Route 139 at South Main Street, North Street and North Main Street, Randolph
- Route 37 at South Street, Braintree

[Exhibit 10, p. 3]. In so doing, the Applicant studied the intersection closest to the Site, the two intersections adjacent to the railroad crossing in close proximity to the Site, and three intersections outside the host community (Randolph and Braintree). [Transcript at 42:11-23].

The study area evaluated in the Traffic Study far exceeds the standards established by MassDOT in its *Transportation Impact Assessment (TIA) Guidelines* which specify that the study area for a development should include any intersection where site-generated trips increase the peak hour traffic volume by (i) five percent or more or (ii) by more than 100 vehicles per hour. [Exhibit 15, p. 9]. Under this standard, the Applicant was not required to study any intersection where Facility is projected to generate a total of only 37 peak hour trips and traffic volume increases on the roads leading beyond the study area are projected in the range of one (1) to two (2) percent. [Exhibit 15, pp. 9-10; Transcript at 42:24-43:16].

Contentions that the Applicant should have studied the intersection of Union Street (Route 139) at Franklin Street (Route 37) are unjustified for the same reason. The Traffic Study assumed 35 percent of the traffic on Union Street to and from the east and west. This amounts to

12 truck trips added to Union Street, or about one additional truck every five minutes, on average, during the peak hours. This volume of traffic is well within the daily fluctuation of traffic at any particular location and would not have a measurable impact at the Route 139 and Route 37 intersection. Even if 100 percent of the Facility traffic would travel through the Union Street and Franklin Street intersection, it would still not require a study of the intersection based on the thresholds established by MassDOT. [Exhibit 15, p. 9; Transcript at 157:14-21]. Mr. Thornton concurred that the study area was appropriate. [Exhibit 69, Ex. B, p. 5]. Notwithstanding Mr. Woodland's initial complaints that this intersection should have been studied [Exhibit 73, ¶ 8], he nonetheless conceded that no MassDOT standard required this intersection to be included in the study area. [Transcript at 300:21-301:6].

b. *Accident Rate*

Based on MassDOT accident data from 2008-2010, the accident rates at all five of the intersections studied by Mr. Müller were significantly lower than the statewide and district-wide averages, with one exception. [Exhibit 10, pp. 7-9]. At the intersection of Routes 139 and 28 and North Street, Randolph, the accident rate exceeded the statewide average. Upon further research, the Applicant discovered that information from the Randolph Police Department for 2010-2013 and MassDOT for 2012 and 2014 showing that the accident rate at this intersection had declined (much the like traffic volume had declined) such that it approximated the statewide average. [Exhibit 10, pp. 7-9; Exhibit 15, pp. 13-14; Exhibit 49, p. 12; Exhibit 58; Transcript at 48:23-49:22].

c. *Pedestrians*

The Site has been designed to protect pedestrians and to minimize conflicts between pedestrians and vehicles using the Project. Pedestrians using the residential drop-off area will park specifically in the drop-off area and the drop-off area is separate from commercial trucks

delivering or removing waste from the Project. [Exhibit 60, p. 5]. Visitors to the Site are expected to arrive at and depart from the Site in vehicles, not on foot, as the only business for visitors would be to make use of the residential drop-off area and visitors are unlikely to do so without a vehicle. As a result, there should be few, if any, pedestrians accessing the Site via Water Street and Phillips Road with the possible exception of an employee who utilizes the commuter rail service to commute to work at the Site. Although there are no separate sidewalks along Water Street and Phillips Road, areas off the right of way used by vehicles are paved, accessible, walkable, and safe for accessing the Site in the very small number of instances in which that might occur. [Exhibit 60, p. 5].

The Facility will have an immaterial impact on the intersection at Route 139 and Phillips Road. That intersection has painted crosswalks as well as traffic lights with pedestrian controls. Sidewalks are located on both sides of Route 139 heading west of that intersection to the intersection with Route 28, and on one side of Route 139 heading east of that intersection to Route 37. [Exhibit 60, p. 5]. Further, counts by Mr. Müller indicate that pedestrian use of the sidewalks on Route 139 is very limited and the likelihood of children in the area is low. No schools or libraries are within 4,000 feet of the Site. The nearest daycare center is more than 900 feet from the intersection of Route 139 and Water/Centre Street. The area of Route 139 lacks attractions for pedestrians as the businesses on Route 139 in that immediate area are a car wash, a used car lot, and a gas station. The closest potential pedestrian destination on Route 139 is a restaurant 1,500 feet east of the intersection and a small strip mall with a convenience store, pizza restaurant, and market on Center Street. [Exhibit 60, pp. 5-6].

d. *Sight Distance*

Redevelopment of the Site as proposed will create a truck exit onto Phillips Road as well as a driveway for residential drop-off of waste. Review of the available sight distances at these

locations reveals that minimum requirements for safe operation will be provided. [Exhibit 10, p. 20; Transcript at 50:23-51:9]. Mr. Müller recommended that any proposed landscaping or signs in the vicinity of these driveways be kept low to the ground (less than 3 feet above street level) or set back sufficiently so as not to impede sight distances for drivers exiting the Site. [Exhibit 10, p. 20].

e. *Truck Turning Movements*

The roadway configuration for the perimeter road for truck traffic and the roadway around the proposed waste handling building are sufficient to allow a WB-62 size tractor trailer truck to access and egress the Site and the Facility without coming into conflict with each other. All turning movements can be accommodated at the access to the Site as well as along the perimeter road and sufficient room is provided to allow these trucks to back into the bays of the facility. In addition, a 20-foot wide paved way is provided around the perimeter of the waste transfer station building with sufficient turning radii to accommodate packer trucks and emergency vehicles including a ladder truck. Access to and from the residential drop-off area will remain unchanged. [Exhibit 20].

Randolph has suggested that a WB-67 size tractor trailer would be unable to traverse the Site safely. Mr. Hall reviewed issues associated with WB-67 trucks and created an Autoturn diagram to determine the potential impacts of these trucks. [Exhibit 82]. Mr. Hall testified that he did not believe it likely that WB-67 trucks would utilize the Site based on his experience in the waste industry and TLA's ability to control the types of trucks that may service the Facility and that in the unlikely event they were used, a simple procedure for maintaining just one WB-67 at a time in the entry and exist roadway could be utilized. [Transcript at 433:19-435:4]. Moreover, small changes to the paving at the Site could also address any potential conflicts with the turning of two WB-67s at one time. [Transcript at 434:12-435:4].

The Board concludes that traffic impacts from the establishment or operation of the Project will not constitute a danger to the public health, safety, or the environment taking into consideration pedestrian and vehicular safety and road configurations.

iii. **Alternate Routes – 310 CMR 16.40(4)(b)(4)**

Solid waste delivered to the Facility is expected to be brought in from the surrounding communities. Accordingly, the distribution of the Facility's traffic on the area roadways is expected to follow existing travel patterns at the study area intersections and travel routes to the Site. Therefore, approximately 35 percent of the Facility's traffic is expected to and from the east on Route 139, 15 percent to and from the south on Center Street, 5 percent to and from the north on Mill Street, 35 percent to and from the west on Route 139/28, and 10 percent to/from the north on Washington Street. [Exhibit 60, p. 6].

The Site is located in an industrial park directly accessible to Route 139 (Union Street). Drivers will be prohibited from using the portion of Water Street that crosses the Cochato River to access Union Street and be directed not to travel on smaller residential roads unless they are collecting solid waste as part of a municipal curb-side pickup program. The Facility will provide a phone number for the public to use to report any complaints regarding drivers using smaller residential roads or other traffic-related concerns. Drivers will be banned from delivering to the Site should they travel on smaller residential roads or generate other complaints from the Town or other surrounding community residents. For these reasons, alternative routes are not required. [Exhibit 60, p. 7].

Because the Applicant has not yet entered into solid waste contracts, it was proper for Mr. Müller to use a practice "commonly employed by traffic engineers to base trip distribution on existing travel patterns." [Transcript at 110:23-111:15]. The Board was not persuaded that the use of a gravity model – where trips to retail projects are distributed based on population density

– would yield a more accurate picture of roadway traffic. [Transcript at 106:23-108:5]. Use of the existing traffic patterns was particularly well suited to the Facility due to the prevalence of existing truck trips into and out of Phillips Road into the industrial park where the Site is located. [Transcript at 111:4-9]. Mr. Thornton agreed that using existing traffic patterns was the best available trip distribution methodology. [Exhibit 69, Ex. B, p. 5]. Besides, no gravity model could provide a more severe trip distribution for Randolph than the extreme hypothetical used by the Applicant where all traffic was assumed to flow in and out of Randolph without causing any capacity issues. [Transcript at 155:7-15]. For its part, Randolph never had its traffic consultant undertake a gravity model analysis. [Transcript at 296:5-7]. Nor did Randolph's traffic consultant rely on any industry standard to support its reliance on a gravity model in this situation. [Transcript at 298:6-14]. Further, Mr. Thornton agreed with the trip distribution methodology employed by Mr. Müller to count all existing traffic, not simply the truck traffic. [Transcript at 199:9-201:1].

Mr. Woodland contends that the assignment of 5 percent of the Facility's trip onto Mill Street is in error because of weight limit restriction on that street and that, as a result, the results reported for the Union Street/North Street/South Main Street are invalid. [Exhibit 73, ¶ 8]. However, he conceded compliance with the weight restriction would amount to redistributing two (2) vehicle trips from Mill Street to the intersection of Routes 139/28. [Transcript at 299:15-300:13]. Further, Mr. Thornton opined that the weight limit restriction on Mill Street has no impact on the Applicant's traffic study. [Transcript at 196:23-197:12].

The Board finds that Randolph's critique that the Applicant did not develop a designated truck plan is of little importance. Given the relatively low number of peak hour trips, different distribution patterns would not have had a material impact on the results of the traffic study.

[Transcript at 126:1-7]. In fact, Mr. Thornton, despite requesting numerous pieces of supplemental data from the Applicant, never suggested the need for such a document. [Transcript at 194:2-10]. Further, Mr. Thornton concluded that he found Route 139 to be the primary corridor for access to the Site and “that there are no other alternatives that would be considered prudent to evaluate.” [Exhibit 69, p. 4].

The Board concludes that traffic impacts from the establishment or operation of the Project will not constitute a danger to the public health, safety, or the environment taking into consideration alternate routes.

iv. **Vehicle Emissions – 310 CMR 16.40(4)(b)(5)**

Mr. Wallace presented his opinion on behalf of TLA regarding the impact of vehicle emissions [Exhibit 64] and supplemented his work in TLA’s rebuttal by testifying that he conducted additional air quality analyses including the assumption that 37 trucks would be queued around the building, three trains idling for 30 minutes each, and six idling trucks for each open out of each day. [Exhibit 88; Exhibit 98]. Even under these extreme scenarios, Mr. Wallace testified that the Site will meet this criterion.

While there was public comment about vehicle emissions, no other party provided a study of the type performed by Tech Environmental or materially addressed vehicle emissions. At best, Mr. Daylor generally referenced his concerns. Ms. Knight reviewed Mr. Wallace’s testimony and underlying study and determined that TLA presented sufficient information to determine that the Facility met the requirements of this criterion, although his opinion did not include review of the supplemental studies. [Exhibit 68, ¶¶ 35-37].

Accordingly, the Site as proposed will meet state and federal air quality standards, including traffic impacts taking into consideration vehicle emissions, and would not otherwise

constitute a danger to the public health, safety or the environment, as required by 310 CMR 16.40(4)(b)(5).

v. **CSX Operations**

The Board has received evidence regarding how CSX may service the Facility. The Board understands that CSX is not in a position to provide definitive information about service time or duration. While there appears to be consensus that CSX expects to operate between 11:00 pm and 4:00 am, when the MTBA is not operating its commuter rail service, there are differences between earlier statements made by CSX and later ones regarding the number of times CSX expects its operations to block the Union Street railroad crossing. The Board appreciates the input from the public safety personnel of Randolph and Holbrook regarding these issues. CSX has apparently informed TLA that it is willing to work with the municipalities to limit delays to first responders and had specific suggestions for clearing the Union Street crossing when emergency vehicles need to get through. As TLA's traffic expert noted, the predicted delays are not more substantial than those that emergency vehicles might face arising out of other circumstances, including road congestion, construction, downed trees, and MBTA operations. It is reasonably anticipated that under ordinary conditions the removal of MSW by rail from the Facility could result in temporary closure of the Union Street intersection two or four times during these late night/early morning hours when traffic is particularly light. While the Board is comfortable with the information it currently has and finds that the CSX operations will not cause a danger to public health, safety, or the environment under any of the siting criteria, as a condition of this site assignment, TLA will be required to present to the Board the CSX operational schedule and other associated protocols, including for addressing emergency vehicles during its operations, prior to commencing operation.

C. Wildlife and Wildlife Habitat – 310 CMR 16.40(4)(c)

Mr. Hall testified that, based on consultations with the Massachusetts Division of Fisheries and Wildlife, the Site is not mapped as Priority or Estimated Habitat and that the Natural Heritage and Endangered Species Program (NHESP) of the Division of Fisheries and Wildlife database does not contain any state-listed species records in the immediate vicinity of the Site. [Exhibit 63, ¶¶ 20-21]. NHESP provided TLA with a letter confirming this conclusion. [Exhibit 21]. He also testified that since there are no areas identified by the NHESP as ecoregions within ½ mile of the Site, it will not have an adverse impact on an Ecologically Significant Natural Community. [Exhibit 63, ¶ 22]. Finally, Mr. Hall testified that the Site will not have an adverse impact on the wildlife habitat of any state Wildlife Management Area. [Exhibit 63, ¶ 23.]

Ms. Knight concurred that the Site will not have an adverse impact on Endangered, Threatened, or Special Concern species; will not have an adverse impact on an Ecologically Significant Natural Community; and will not have an adverse impact on the wildlife habitat of any state Wildlife Management Area. [Exhibit 68, ¶ 19]. No material evidence was presented contesting the project's compliance with this criteria. The Board thus finds that the Site meets the criteria set forth at 310 CMR 16.40(4)(c).

D. Areas of Critical Environmental Concern – 310 CMR 16.40(4)(d)

Mr. Hall testified that the Site is neither within an Area of Critical Environmental Concern (ACEC) nor located adjacent to any ACEC. [Exhibit 63, ¶ 24]. Ms. Knight concurred with this determination. [Exhibit 68, ¶ 20]. No material evidence was presented contesting the project's compliance with this criteria. The Board finds that the Site is not located within or adjacent to an Area of Critical Environmental Concern.

E. **Protection of Open Space – 310 CMR 16.40(4)(e)**

Mr. Hall testified that the Site would not have an adverse impact on (i) the physical environment of, or on the use and enjoyment of state forests; (ii) state or municipal parklands or conservation land or other open space held for natural resource purposes; (iii) Massachusetts Department of Conservation and Recreation reservations; (iv) lands with conservation, preservation, agricultural, or watershed protection restrictions; or (v) conservation land owned by private non-profit land conservation organizations and open to the public. [Exhibit 63, ¶¶ 25-32]. Ms. Knight concurred with these determinations. [Exhibit 68, ¶ 21]. Although there were some public comments expressing concern about impacts on open space, no material evidence was presented contesting the project's compliance with this criteria. Therefore, the Board finds that the Site meets the criteria set forth at 310 CMR 16.40(4)(e).

F. **Potential Air Quality Impacts – 310 CMR 16.40(4)(f)**

The Applicant's air quality and sound expert, Marc C. Wallace, QEP, INCE ("Mr. Wallace"), testified that the Facility will fully comply with all air quality standards and will not adversely affect public health or air quality. [Exhibit 64, ¶ 6]. He conducted an Air Quality Study at the proposed Facility to analyze potential sources of air pollution. [Exhibit 64, ¶ 8]. The Air Quality Study was based on air quality dispersion modeling using the U.S. Environmental Protection Agency's model to predict the maximum diesel particulate matter ("DPM") and non-diesel particulate matter ("PM") air concentrations at the Site and in the community near it. [Exhibit 64, ¶ 6]. The modeling analyzed waste handling, non-road, truck traffic, and rail emissions. [Exhibit 64, ¶¶ 9-12]. He testified that the results of the modeling demonstrated that maximum concentrations are safely in compliance with both the U.S. EPA Reference Concentration ("RfC") for DPM and with the National Ambient Air Quality Standards for non-

diesel particulate matter. [Exhibit 64, ¶ 6]. Ms. Knight examined this analysis and concurred. [Exhibit 68, ¶¶ 36-37].

To the extent the Site's compliance with this criteria was challenged by testimony, it was done only in a general way by Randolph through the testimony of Robert F. Daylor, P.E., PLS. [Exhibit 72, ¶¶ 11, 19]. However, Mr. Daylor performed no independent air quality analysis of the type submitted by Mr. Wallace. Moreover, it is unclear whether Mr. Daylor has the necessary training and expertise to perform such an analysis and his general statements are not sufficient to convince the Board that the Site fails to meet this criterion. Mr. Wallace responded sufficiently to questions and critiques posed to him during cross-examination, including additional studies presented in rebuttal. [Exhibit 98]. As a result, the Board finds that the Site will meet state and federal air quality standards and would not otherwise constitute a danger to the public health, safety or the environment when taking into consideration (i) the concentration and dispersion of emissions; (ii) the number and proximity of sensitive receptors; and (iii) the attainment status of the area.

G. **Potential for Creation of Nuisance – 310 CMR 16.40(4)(g)**

i. **Noise**

Mr. Wallace studied the potential noise impacts of the proposed Facility. [Exhibit 64, ¶¶ 23-28]. Mr. Wallace performed a sound study dated November 2012 and updated the original study in January 2017 to account for changes in the design of the Facility in the Application.

In assessing the proposed Facility's potential for resulting in a noise nuisance, Tech Environmental first measured ambient sound levels at locations near the Site to document the existing acoustic environment. The calculated sound levels at the boundary of the Site and nearby noise-sensitive receptors were then compared with limits in the MassDEP Noise Policy for Facility operation, and with FHWA noise guidelines for truck deliveries.

Mr. Wallace testified that Tech then modeled sound impacts from haul trucks (inbound and outbound) and a track mobile rail car mover backup alarms, and rail yard activities. These noise impact analyses were performed to provide context for the potential sound conditions for nearby noise-sensitive receptors, since they are not regulated by MassDEP. Baseline sound level monitoring was conducted at six locations representative of the nearby residential areas.

The potential sounds from the Facility are mechanical equipment and waste tipping inside the MSW Transfer Building; truck deliveries to and from the Site; and the removal of MSW on rail cars or live floor trailers to be transported to various locations throughout the country for disposal.

While MassDEP Noise Policy regulates sound from mechanical equipment operation on the Site, it does not regulate sound from motor vehicles accessing the Site or the equipment backup notification alarms as required by the Occupational Safety and Health Administration. The sound from truck deliveries to and from the Site are not regulated by federal, state, or local regulations, other than U.S. Environmental Protection Agency limits on the sound from individual trucks that are imposed at the point of manufacture. In addition, rail yard activities are also exempt from the MassDEP Noise Policy, other than U.S. EPA limits established for both locomotive operations under stationary conditions and under moving conditions, and rail car coupling operations.

Mr. Wallace testified that Tech Environmental conducted the modeling under conditions designed to maximize noise at the proposed Facility and create a conservative analysis. For example, the Cadna-A acoustic modeling assumed simultaneous operation of all equipment, with three of the four rollup doors closed in the MSW Transfer Building. Although one door will be open only when it is necessary for a truck or rail car to enter or leave the MSW Transfer

Building, Tech Environmental modeled the data based on the assumption that one door remained open throughout the workday. Mr. Wallace testified that the modeling results demonstrate full compliance with the MassDEP Noise Policy.

The Applicant proposes to mitigate sound using two primary operating protocols. First, the Facility will use fast-moving doors and keep them closed at all times unless allowing a vehicle to enter or exit. Second, the applicant will construct a two-sided wall around the residential drop-off waste compactor. [Exhibit 1, p. 44; Exhibit 64 ¶ 7].

Tech also conducted a supplemental noise impact analysis to evaluate the potential noise impacts from freight train operations at the Union Street crossing. [Exhibit 98]. This noise impact analysis demonstrated that the noise generated by additional freight trains moving across the Union Street grade crossing will not cause conditions that would constitute a danger to the public health, safety, or the environment taking into consideration noise pursuant to 310 CMR 16.40(4)(g)(1).

Tech also performed a supplemental acoustic modeling analysis to demonstrate compliance with the local noise ordinances. [Exhibit 98]. The result of this analysis demonstrates that the facility will not cause conditions that would constitute a danger to the public health, safety, or the environment taking into consideration noise pursuant to 310 CMR 16.40(4)(g)(1) and will comply with the Holbrook and Randolph town noise ordinances.

The Board's peer review expert, David Coate, reviewed Mr. Wallace's testimony and underlying study and determined that TLA presented sufficient information to determine that the Facility met the requirements of this criterion, although his opinion did not include review of the supplemental studies. [Exhibit 70].

No other party conducted a sound study of Facility. The criticisms by Mr. Daylor and raised on cross-examination of Mr. Wallace are too speculative to persuade the Board that the Facility presents a danger to public health, safety, or the environment regarding noise. Moreover, the Board intends to include conditions for ongoing monitoring of noise impacts. As a result, the Board finds that the establishment or operation of the Facility will not result in nuisance conditions that would constitute a danger to the public health, safety, or the environment taking into consideration noise pursuant to 310 CMR 16.40(4)(g)(1).

ii. **Litter**

Mr. Hall provided testimony that the establishment or operation of the Facility will not result in a nuisance condition that would constitute a danger to the public health, safety, or the environmental taking into account litter. [Exhibit 63, ¶¶ 33-37]. While there were questions and concerns about litter, there was no specific testimony from Mr. Daylor on this topic and Ms. Knight agreed that the proposed project would not create a danger arising out of litter. [Exhibit 68, ¶ 34].

The Board understands that the Facility will take the following measures in order to mitigate litter potential, which are conditions of this site assignment. [Exhibit 63]. During MSW transit, all commercial vehicles will be covered. Community members will have access to a public hotline for complaints in the event of stray litter or uncovered trucks. At the Facility, all waste handling will occur indoors, with the exception of the residential drop-off area. The residential drop-off area, located outside, will have closed-top containers. The transfer building will have fast-moving doors, which will remain closed at all times unless allowing a vehicle to enter or exit, discouraging fugitive litter. The Facility will undergo a daily inspection program as part of its Operations and Maintenance Program.

The Board finds that the establishment or operation of the Facility will not result in a nuisance condition that would constitute a danger to the public health, safety, or the environment taking into account litter pursuant to 310 CMR 16.40(4)(g)(2).

iii. **Vermin such as Rodents and Insects**

Mr. Hall provided testimony that the establishment or operation of the Facility will not result in a nuisance condition that would constitute a danger to the public health, safety, or the environment taking into account vermin. [Exhibit 63, ¶¶ 38-41]. While there were questions and concerns about vermin, there was no specific testimony from Mr. Daylor on this topic and Ms. Knight agreed that the proposed project would not create a danger from vermin. [Exhibit 68, ¶¶ 30, 34]. The Board appreciates the concerns articulated by the Lynwood Café regarding potential vermin impacts and believes that, properly operated, the Facility will not have any impact on the Lynwood Café arising out of rodents. The Applicant has proposed several measures to control the risk of rodents, and the Board will impose these as conditions. The Board has determined that vermin and vermin vectors can be mitigated so that potential impacts from vermin will not constitute a danger to public health, safety, or the environment.

The Board finds that the establishment or operation of the Facility will not result in nuisance conditions that would constitute a danger to public health, safety, or the environment taking into consideration vermin such as rodents and insects.

iv. **Odors**

The Applicant presented the testimony of Michael T. Lannan, P.E., on the issue of odor impacts from the proposed Facility. [Exhibit 61]. Mr. Lannan performed air quality dispersion modeling for potential odor from the Facility. The modeling demonstrated that the proposed Facility has been designed to minimize the occurrence of detectable odors at the closest residences to the Facility. Specifically, the MSW Transfer Building will operate with all of the

doors closed, except when refuse trucks or rail cars are moving in and out of the building. The MSW Transfer Building will also be equipped with a water mist spray system to reduce odor adhering particulate matter emissions from escaping the building. Further, the rail containers will have solid steel lids with a locking mechanism to provide a watertight seal. Additionally, the rail containers will be cleaned after every unloading process to prevent a buildup of waste material that could cause odors and/or attract vermin and rodents.

While there were questions and comments about odor, no other party conducted an odor study of the Facility. Mr. Daylor's criticisms were general references to odor concerns and failed to provide persuasive evidence that the Facility would not comply with this criteria. [Exhibit 72, ¶¶ 9, 11, 20]. The Board appreciates the concerns that the Lynwood Café has expressed about the potential impact of odor on its business. Based on the expert testimony, the Board finds that the Lynwood Café will not be adversely affected by odor from the proposed Facility.

During the hearing process, commenters made reference to odor issues at the Braintree transfer station. Even if such a comparison were relevant, there are sufficient operational and configuration differences between the Braintree facility and the proposed TLA facility to distinguish the two. The Board believes that properly operated, the TLA facility will not present any of the same odor issues of the Braintree facility.

The Board concludes on the basis of the evidence in the record that the establishment or operation of the facility would not result in nuisance conditions that would constitute a danger to public health, safety, or the environment taking into account odors.

v. Bird Hazards to Air Traffic

Mr. Hall testified that birds will not be hazards to air traffic. [Exhibit 63, ¶ 42]. Since the closest airport to the Site is the Norwood Memorial Airport, which is approximately 8.0 miles from the Site, it is outside of the 3,000-foot buffer established by M.G.L. c. 90, § 35B for

building height restrictions within proximity of airports. [Exhibit 63, ¶ 43]. Although birds will not be hazards to air traffic, the Applicant still plans to implement certain mitigation measures in its Operations and Maintenance Plan to ensure that bird hazards do not pose a threat. [Exhibit 63, ¶ 45]. Ms. Knight concurred that bird hazards to air traffic will not be an issue at the Site. [Exhibit 68, ¶ 32]. No meaningful evidence was presented contesting the project's compliance with this criteria.

The Board concludes on the basis of the evidence in the record that the establishment or operation of the facility would not result in nuisance conditions that would constitute a danger to public health, safety, or the environment taking into account bird hazards to air traffic.

i. **Other Nuisance Problems.**

The Board considered testimony of existing traffic conditions on Union Street, which at times results in delay and inconvenience for residents exiting driveways in the area. There was no persuasive evidence that the traffic to and from the Facility would materially affect existing conditions. Further, Mr. Hall testified that no other nuisance conditions are anticipated during construction or operation of the Site. [Exhibit 63, ¶ 45]. Ms. Knight testified that other nuisance impacts such as dust can be mitigated by wetting down dusty loads, and using a street sweeper on the access road and other paved surfaces at the site to sweep dust and dirt, as necessary. [Exhibit 68, ¶ 33]. No meaningful evidence was presented contesting the project's compliance with this criteria.

Accordingly, the Board finds that the establishment and operation of the Facility will not result in nuisance conditions that would constitute a danger to the public health, safety or the environment when taking into consideration other nuisance problems.

H. Size of Facility – 310 CMR 16.40(4)(h)

Mr. Hall testified that size of the Site is sufficient to properly operate and maintain the Facility. [Exhibit 63, ¶¶ 48-53; Exhibit 34; Exhibit 35]. The 14.85-acre Site will include an access road, two scales, the transfer building, a rail yard, two outbuildings, a residential drop-off area, parking, and a paved area for maneuvering. The MSW Transfer Building will be large enough to encompass all of the MSW loading and unloading operations.

There is evidence that there is ample space for operations. The application allows for 37 trucks to queue around the facility. This matches a worst-case scenario, as the Applicant's studies suggest 37 vehicle trips during weekday peak hours. The Facility operators will have the ability to contact vehicles via radio and redirect traffic, if necessary. [Exhibit 1, p. 52 & Public Comment No. 9 (responding to question about flood situations)]. Traffic at the Facility will not back up on to public roads. [Transcript at 428:14-429:5]. The Applicant provided evidence to show that even the largest industry trucks, WB-67s, would be able to safely utilize the facility, though it would require some special attention from operation personnel. [Exhibit 87]. However, the Board agrees with the Applicant that it is unlikely to receive trucks larger than WB-62s, particularly where TLA has control over the types of vehicles that can utilize the facility. [Transcript at 433:19-435:4]

The waste handling areas are restricted to two locations and are properly removed from the property boundaries: the MSW Transfer Building and the compactor of the residential waste drop-off area. [Exhibit 35]. Randolph has challenged MassDEP's interpretation regarding what areas should be defined as waste handling area, arguing that the rail spurs themselves should be considered waste handling areas. This contradicts MassDEP's interpretation of its own regulations, is impractical, and leads to an absurd result. If the rail lines are considered waste handling areas, no facility could utilize rail because the rail line could never come within 100

feet of the property boundary, effectively trapping the railroad tracks inside the site. TLA plans to use intermodal-like metal containers that are fully sealed and leak-proof and regularly removed from the Site. These same containers could be stored by CSX in rail yards and along sidings without any setback provisions. Where much of the criticism of this project has come from those concerned about truck traffic, seeking to disable the capacity to use rail to remove waste seems counterproductive.

Mr. Daylor's written criticism of the size of the facility comes to just two paragraphs in his testimony and focuses on whether the Facility can operate with doors closed except when trucks are entering or leaving the Facility. [Exhibit 72, ¶¶ 19-20]. Randolph's expert appears to misunderstand the proposal, criticizing it for not revealing that the doors will be open while dumping or processing is occurring. The Board understands and accepts that TLA will operate the Facility with the doors closed except when trucks are entering or exiting. This necessarily means that other trucks already inside the building may be dumping their loads and other internal operations will be occurring during those times when the doors are open. Since the expert analysis from the Applicant assumed one door was open at all times, this was taken into account. Mr. Daylor expressed concerns about flood storage and wetland constraints at the Site and their impact on the size of the facility. The Applicant must work out the engineering design issues to the satisfaction of MassDEP and any local permitting entities, including the Holbrook Conservation Commission which has jurisdiction over flood storage and wetlands. As proposed, the Board finds that the size of the Site and the proposed Facility are proper and that the waste handling areas Facility meets the necessary setbacks from the property boundaries. If TLA is required to make changes to the design to accommodate wetland impacts or other issues, it will need to follow the modification requirements of the site assignment regulations.

I. **Areas Previously Used for Solid Waste Disposal – 310 CMR 16.40(4)(i)**

As Mr. Hall testified, no portion of the Site has been previously used for solid waste disposal as listed on the MassDEP Solid Waste Facilities Master List, and no former solid waste landfill disposal activities were identified on abutting properties. [Exhibit 63, ¶ 54]. He explained that although the Baird & McGuire Superfund Site is located adjacent to and south of the Site and a portion of Baird & McGuire is defined to include small areas to be site assigned, Baird & McGuire is not a solid waste disposal site and no portion of the Superfund site will be utilized substantively. [Exhibit 63, ¶ 55]. Ms. Knight concurred that adjacent properties had not previously been used for solid waste disposal and that the Facility will not impact the existing adjacent Baird & McGuire Site. [Exhibit 68, ¶ 23]. No meaningful evidence was presented contesting the project's compliance with this criteria. The Board thus finds that there are no former solid waste landfill disposal activities on properties abutting the Site.

J. **Existing Facilities – 310 CMR 16.40(4)(j)**

Mr. Hall testified that there are no active combustion facilities or landfills in Holbrook as listed on the MassDEP Solid Waste Facilities Master List, although there are two inactive or closed facilities located in Holbrook. [Exhibit 63, ¶ 55]. He also testified that the proposed Facility is new and will not be for the exclusive use of Holbrook. [Exhibit 63, ¶ 55]. Ms. Knight concurs that there are no active landfills or solid waste facilities in Holbrook. [Exhibit 68, ¶ 24]. No meaningful evidence was presented contesting the project's compliance with this criteria. The Board finds that the Facility is entitled to a preferential consideration pursuant to 310 CMR 16.40(4)(j) because (i) there are no active combustion facilities or landfills in Holbrook and (ii) it is a new facility that will not be for the exclusive use of Holbrook.

K. Consideration of Other Sources of Contamination or Pollution – 310 CMR 16.40(4)(k)

This criteria requires the Board to consider “whether the projected impacts of the proposed facility pose a threat to public health, safety or the environment, taking into consideration the impacts of existing sources of pollution or contamination ... and whether the proposed facility will mitigate or reduce those sources of pollution or contamination.” Mr. Hall testified that the Facility includes environmental controls for stormwater, contact water, dust, odors, vectors, bird hazards, and noise. [Exhibit 63, ¶ 61].

A portion of the 3 Phillips Road parcel is a state-listed Tier 2 disposal site, which will be remediated under the Massachusetts Contingency Plan (MCP) as part of the development of the Facility. The Applicant’s lease with Holbrook requires TLA to remediate the Site under the MCP’s requirements. The remediation process is led by a licensed site professional (LSP) under the oversight and supervision of MassDEP. Pursuant to the MCP and the current plan submitted to MassDEP, TLA will excavate impacted soils and they will be placed below the MSW Transfer Building, excluding them from human contact and removing them from areas that can be impacted by rainfall that might mobilize the contamination. [Exhibit 63, ¶ 62, Transcript 436:6-24]. Thus, development of the Facility will mitigate or reduce existing pollution and contamination at the Site. Ms. Knight concurred in this determination. [Exhibit 68, ¶ 25].

Although there were many questions from the public about the relationship of the construction and operation of the Facility to the Baird & McGuire Site and the potential impacts on the existing contamination at the Site, the Board finds that there was no material evidence presented contesting the project’s compliance with this criteria. No one with sufficient technical expertise or experience (including an LSP retained by other parties or intervenors) raised any legitimate concerns about the project’s compliance with the criterion. The Board finds that the remediation

of the contamination site it currently owns will be a substantial improvement for the environment. The Board has seen no evidence sufficient to persuade it that construction and operation of the Facility will adversely impact the on-going remediation at the Baird & McGuire Site and the Board will direct TLA to work with U.S. EPA to ensure that is the case. The Board concludes that the Facility will not pose a threat to public health, safety, or the environment taking into consideration the impacts of existing sources of pollution or contamination.

L. **Regional Participation – 310 CMR 16.40(4)(l)**

Because TLA did not pursue a preferential finding under this criteria to the Board, the Board finds that the project is not entitled to a preference pursuant to 310 CMR 16.40(4)(l).

V. **CONDITIONS**

1. The Facility shall only accept municipal solid waste (MSW).
2. The Facility shall not knowingly accept hazardous, chemical, medical, radioactive, or other special waste as defined by the Department of Environmental Protection.
3. The Facility shall follow applicable laws and regulations regarding the identification and segregation of materials banned from this Facility.
4. Schedule of Operations
 - 4.1. Trucks are permitted to enter the Site for purposes of depositing MSW at the Facility Monday through Friday from 6:00 am until 5:30 pm and Saturday from 6:00 am until 1:00 pm. Trucks on Site at the closing time of 5:30 pm Monday through Friday or 1:00 pm on Saturday are permitted to dump their loads and depart the Facility as quickly as possible.
 - 4.2. The Facility is permitted to conduct other on-site activities (e.g., outbound loading, cleanup, and maintenance) until 9:00 pm Monday through Friday and until 4:00 pm on Saturday. Workers are permitted on the Site to open and close the Facility approximately one hour before and one hour after normal operating hours and such activities will not include outbound shipment of waste by truck.
5. The daily capacity of the Facility shall be 1,000 tons per day with a yearly maximum capacity of 312,000 tons.

6. The Facility shall provide and manage at the Site a drop-off center for MSW, white goods, and recyclables, free of charge to the residents of the Town of Holbrook (excluding all commercial, business and non-residential entities). The drop-off center shall be open during the hours of 9:00 am to 5:00 pm Monday through Friday and 6:00 am until 1:00 pm on Saturdays.
7. The Applicant shall obtain all necessary permits, approvals, and modifications prior to the commencement of operations.
8. Prior to commencement of operations and thereafter the Facility shall comply with all applicable OSHA requirements.
9. The Applicant shall train employees, as necessary, on the safe operation of the equipment that they operate or maintain at the Facility.
10. The Facility shall utilize an electric train mover (and not one powered by a diesel engine) as part of its on-Site operations. TLA shall use best efforts to pre-stage rail cars in groups of no less than five (5) in order to minimize the coupling and decoupling of rail cars and the on-Site use of CSX diesel locomotives
11. The Facility shall utilize high-speed doors at the MSW Transfer Building and operate with all doors closed except when vehicles are actually entering or exiting the MSW Transfer Building, for maintenance purposes, or for rail access and egress.
12. Litter
 - 12.1. TLA shall by contract with trash haulers (delivery or removal) require the contents of any truck or other vehicle using the Facility to deliver or remove solid waste or recyclables shall be covered and secured either by an industry-standard canvas tarpaulin or other equivalent method to prevent the materials from becoming fugitive.
 - 12.2. The outside areas of rail cars utilized at the Facility shall be brushed after filled and still inside the MSW Transfer Building to remove attached litter.
 - 12.3. On days in which the Facility operates, TLA shall conduct a daily litter patrol on the Site and from the Site to Union Street (along Phillips Road and Water Street) and daily use a street sweeper at the Site.
13. Pest Management
 - 13.1. Prior to commencement of operations the Applicant shall retain the services of a professional pest controller or other such professional licensed in the Commonwealth of Massachusetts and provide a copy of the contract to the Board, including Material Safety Data Sheets to be used, if available from the pest control company, for chemicals to be utilized. The contract shall require the firm to inspect and treat the Site for vermin,

including but not limited to birds, rats, and insects weekly for the first year of operation. TLA shall provide copies of pest inspection and treatment reports to the Board on a monthly basis.

- 13.2. After the first year of operation, TLA may request a decrease in the frequency of these inspections to not less than monthly if the results of the pest management program are appropriate.
- 13.3. The Facility shall take all commercially reasonable steps to promptly address vermin issues identified by the pest controller and vermin complaints received by the Board or TLA.

14. Traffic

- 14.1. The Facility shall keep adequate sight lines at truck exit and residential drop-off area.
- 14.2. The Facility shall prohibit trucks utilizing its Facility from driving on the residential portion of Water Street if that street re-opens to traffic.
- 14.3. The Facility shall implement a three-year traffic monitoring program beginning six months after the start of operations. Every six months, TLA shall cause the following study work to occur:
 - 14.3.1. Identification of actual trip generation by vehicle and travel mode, as well as overall processing rate.
 - 14.3.2. Weekday (48-hr) vehicle counts of the site driveway including:
 - 14.3.2.1. Roadway volume in 15 minute intervals
 - 14.3.2.2. Vehicle classification (passenger car, type of truck)
 - 14.3.3. Weekday morning peak period (7AM to 9AM) and evening peak period (4PM to 6PM) of the following intersections:
 - 14.3.3.1. Route 139 at Centre St/Water St
 - 14.3.3.2. Phillips Rd at Mears Rd
 - 14.3.4. During the traffic counting period, provide reports on incoming and outgoing total material, and travel mode for material (truck or rail).
 - 14.3.5. Provide semi-annual traffic generation report to the Board and the Boards of Health of the Towns of Randolph, Avon, and Braintree.
- 14.4. TLA shall provide the Town of Holbrook \$20,000 or any other mutually agreeable amount to study or address traffic and pedestrian safety issues

associated with the intersections of Water and Centre Streets and Center and Mill Streets upon receipt by TLA of the Authority to Operate from MassDEP and final permits from the Holbrook Conservation Commission, Zoning Board of Appeals, and Planning Board and the expiration of any appeals or appeal periods from all permits or authorizations.

14.5. If the Board or the Facility receives complaints that trash vehicles serving its facility are traveling on inappropriate streets, the Board may require the Facility shall conduct an investigation of the cause and, if warranted, inform drivers that particular streets are not permitted to be used by vehicles serving the Facility. The Facility shall ban trucks from the Facility that violate these instructions.

15. Odor

15.1. The Facility shall utilize a water mist spray system and operate it at appropriate times of year.

15.2. The Facility shall make best efforts to clean the tipping floor at end of every working day. When that is not practical, it shall leave no more than 25 tons of MSW on the tipping floor overnight and shall remove that from the tipping floor waste within 24 hours. If the Facility leaves more than 10 tons of MSW on the tipping floor overnight, the Facility shall notify the Board and provide an explanation for the need for trash to have remained on the tipping floor. In the event waste remains on the tipping floor a non-operating day, TLA will be permitted to remove waste from the tipping floor on a non-operating day in order to meet this condition's 24-hour requirement.

15.3. The Facility shall utilize close-topped containers or compactors in the residential drop-off area and these containers shall be emptied regularly.

15.4. Rail cars utilized at the Facility shall be watertight to the extent practicable with solid steel lids/locks.

15.5. The Facility shall require by contract that rail containers be cleaned after every unloading and take reasonable steps to ensure compliance, including visual inspection of empty rail cars and reporting of violations to responsible parties.

15.6. Odor Monitoring Program

15.6.1. Within the first three (3) months and no sooner than one (1) month after acceptance of the Facility, TLA shall conduct an analysis to compare actual odor levels inside the MSW Transfer Building and exiting the building through roof vents to those predicted in TLA's odor study presented as part of its application for site assignment. Testing will be done with the Facility running at or near capacity

and with active waste present on the floor. The results of this analysis shall be presented to the Board along with any recommended actions if the actual odor levels materially exceed those predicted in the model.

15.6.2. TLA shall monitor odor for potential nuisance conditions at the Site boundary, the Lynwood Café, and 48 Water Street, Holbrook, quarterly and report the results to the Board. Once the monitoring indicates no nuisance condition exists at these locations over all seasons, TLA may request that the Board suspend this condition. However, if the Board or TLA receives confirmed odor complaints emanating from the facility, the Board may again require monitoring or additional actions such as more frequent monitoring.

16. Noise

16.1. The Facility shall perform an initial sound survey of facility operations within the first year of operation at the receptor locations identified in the sound study report for comparison with the CADNA predictions.

16.2. The Facility shall submit the results of this initial sound survey to the Board detailing any differences between modeled and measured sound levels. If the results warrant, TLA shall conduct subsequent periodic sound surveys depending on the outcome of the initial sound survey.

16.3. The Facility shall use broad-band backup alarms if commercially reasonable for vehicles operated on Site by TLA.

17. The Facility shall operate a 24-hour phone line for members of the public to provide feedback regarding Facility operations and compliance with the site assignment and conditions. The Facility shall provide a log of complaints on a monthly basis to the Board.

18. The Facility shall use vehicles on Site that utilize ultra low sulfur diesel fuel to the maximum extent practicable. This shall not apply to vehicles over which the operator does not have control (e.g., incoming or departing waste trucks) or electric vehicles such as the train car mover.

19. Whenever contracts exist, TLA shall require by contract that trucks utilizing the Facility are properly maintained and in good repair. TLA shall not knowingly accept trucks violating this standard, shall turn away any such trucks that it knows are violating this standard, and shall ban such trucks upon repeated violation of this standard.

20. The Facility is permitted to utilize rail or truck to remove waste from the Facility. If the Facility uses trucks to remove waste from the Site for 30 continuous operational days, TLA shall provide the Board with prompt notice and the Board may hold a public meeting or hearing to investigate the causes for the use of

outbound trucking, to determine whether the Facility continues to comply with the siting criteria, and to impose conditions consistent with the site assignment regulations.

21. Within six months of acceptance of the Facility, TLA shall provide the Board with a plan showing acceptable routes for trucks servicing the Facility within 2 miles of the Facility. TLA shall provide these routes to drivers utilizing its Facility and require compliance with these routes in any contracts with entities providing waste to the Facility.
22. The Facility shall install odor scrubbers and air filters in ceiling venting.
23. TLA shall ensure that emergency vehicles will not be blocked by Facility traffic entering or exiting the site at all times.
24. Prior to the commencement of operations, TLA shall present to the Board the CSX operational schedule and other associated protocols, including for addressing emergency vehicles during its operations.

VI. CONCLUSION

Having reviewed and on the basis of the information in the record, whether it is specifically cited in this decision document, the Board finds that subject to the conditions in this decision, the Site and project meets the applicable siting criteria in 310 CMR 16.40(3)(d) and (4). By a motion made by Mr. Austin, which was seconded by Mr. Reilly, the Board hereby voted 3 to 0 to approve TLA's application with conditions and to issue a determination that the Site is suitable under 310 CMR 16.00.

For purposes of 310 CMR 16.20(13)(b), this decision shall be deemed issued on November 10, 2017.

VII. RIGHT OF APPEAL

Any person aggrieved by this decision may, within thirty (30) days of publication of the Notice of Decision, appeal under the provisions of G.L. c. 30A, § 14.

Dated this 8th day of November, 2017



Paul M. Callinan, Chairman



David Reilly, Vice Chairman



Robert S. Austin, Member

TAB 1

INDEX OF RECORD

Exhibits		
No.	Document	Date
1.	TLA-Holbrook LLC Site Suitability Report for a New Site Assignment (Transmittal # X273727) ²	April 24, 2017
2.	Lease and Host Community Agreement (Exhibit 1, Attachment 1)	Feb. 19, 2009
3.	Commercial Land Lease (Exhibit 1, Attachment 2)	Feb. 6, 2014
4.	Receipt of Technical Fee Payment (Exhibit 1, Attachment 3)	June 6, 2014
5.	MEPA Certificate (Exhibit 1, Attachment 4)	Jan. 25, 2013
6.	EEA re: MEPA review (Exhibit 1, Attachment 4)	April 14, 2017
7.	Groundwater Separation Memorandum (Exhibit 1, Attachment 5)	Feb. 1, 2017
8.	Groundwater Elevation Tables (Exhibit 1, Attachment 5, Appendix A)	N/A
9.	Groundwater Contour Plan (Exhibit 1, Attachment 5, Appendix B)	Jan. 5, 2017
10.	Traffic Impact and Access Study (Exhibit 1, Attachment 6, Appendix A)	Nov. 9, 2012
11.	Response to Peer Review Comments (Exhibit 1, Attachment 6, Appendix B)	July 9, 2013
12.	Additional Accident Investigation (Exhibit 1, Attachment 6, Appendix B)	Aug. 21, 2013
13.	Follow-Up Traffic Count Analysis (Exhibit 1, Attachment 6, Appendix C)	Oct. 9, 2013
14.	Additional Waste Transfer Station Counts (Exhibit 1, Attachment 6, Appendix D)	Nov. 12, 2013
15.	Response to Public Comments (Exhibit 1, Attachment 6, Appendix E)	Aug. 7, 2015
16.	Supplemental Response to Public Comments (Exhibit 1, Attachment 6, Appendix F)	Aug. 10, 2015
17.	Backup Data Submission (Exhibit 1, Attachment 6, Appendix G)	Aug. 19, 2015
18.	Motion for Reconsideration and to Reopen Exhibit (Exhibit 1, Attachment 6, Appendix H)	Sept. 24, 2015
19.	Response to Public Comments on Motion for Reconsideration and to Reopen Exhibit (Exhibit 1, Attachment 6, Appendix I)	December 7, 2015
20.	Correspondence re Review of Revised Site Plan (Exhibit 1, Attachment 6, Appendix J)	Jan. 10, 2017
21.	Correspondence re Rare Species Priority or Estimated Habitat and State-listed Species Exhibits. (Exhibit 1, Attachment 7)	March 2, 2017
22.	Air Quality Study (Exhibit 1, Attachment 8)	Jan. 2017
23.	Sound Study (Exhibit 1, Attachment 9)	Jan. 2017
24.	Approval of Conceptual Zone II Delineation for Randolph-Holbrook Joint Water Board's South Street Well 1, 2, and 3. (Exhibit 1, Attachment 10)	June 10, 2014

² Exhibits 1-58 constitute the Record designated by the Massachusetts Department of Environmental Protection in its Report on Suitability for Site Assignment (Exhibit 59). MassDEP designated TLA's Application as Record no. 1 and parts of that Application as nos. 2-58. In the exhibits in this hearing, Exhibits 2-58 are marked with exhibit numbers and tabs within Exhibit 1 and are not separately reproduced.

25.	Soil Assessment Report	
26.	Detailed Soil Survey, Agricultural Lands Suitability Criteria (Exhibit 1, Attachment 11)	May 7, 2015
27.	Email re MassGIS Prime Forest Area (Exhibit 1, Attachment 11)	Oct. 21, 2014
28.	USGS Topographical Locus Map (Exhibit 1, Attachment 11, Insert 1)	Feb. 10, 2017
29.	Water Resources Plan (Exhibit 1, Attachment 11, Insert 2)	March 13, 2017
30.	Land Use Plan (Exhibit 1, Attachment 11, Insert 3)	March 13, 2017
31.	Property Identification & Zoning Map (Exhibit 1, Attachment 11, Insert 4)	March 13, 2017
32.	Approval of Zone I and Conceptual Zone II Delineation Plan (Exhibit 1, Attachment 11, Insert 5)	Feb. 10, 2017
33.	Existing Conditions Plan (Exhibit 1, Attachment 11, Insert 6)	March 13, 2017
34.	Proposed Conditions Plan – Exterior (Exhibit 1, Attachment 11, Insert 7)	March 13, 2017
35.	Proposed Conditions Plan – Interior (Exhibit 1, Attachment 11, Insert 8)	March 13, 2017
36.	Traffic Movement and Turning Radius Plan (Exhibit 1, Attachment 11, Insert 9)	March 13, 2017
37.	Determination of Administrative Completeness (Exhibit 1, Attachment 11, Insert 9)	May 18, 2017
38.	Proof of Public Notice of Site Assignment Hearing Under 310 CMR 16.10(4)	May 26, 2017
39.	TLA Notice of Completion of Public Notice	June 8, 2017
40.	MassDEP Request for Additional Information	June 21, 2017
41.	TLA Supplement to Proof of Public Notice of Site Assignment Hearing Under 310 CMR 16.10(4)	June 29, 2017
42.	Public Comments Received by MassDEP During the Public Comment Period (June 12, 2017 to July 3, 2017)	Multiple
43.	Request for Additional Information (Requesting a Response to Public Comments)	July 11, 2017
44.	Response to MassDEP's June 21, 2017 Request for Additional Information (Attachments to letter at Exhibits 45, 46, and 47)	July 14, 2017
45.	Memorandum and Groundwater Contour Plan (Submitted to MassDEP as attachment to Exhibit 44)	July 14, 2017
46.	Response to Peer Review Questions in Response to MassDEP June 21, 2017 Request for Additional Information (Submitted to MassDEP as attachment to Exhibit 44)	July 14, 2017
47.	Apex Field Notes (submitted to MassDEP as reference in Exhibit 44)	Multiple
48.	Public Comments Received after the Public Comment Period Ended on July 3, 2017	Multiple
49.	TLA Response to Public Comments	July 24, 2017
50.	MassDEP Email Transfer of Traffic Study Related Documents to MassDOT from Oct. 20, 2015 through Nov. 17, 2015)	Multiple
51.	MassDOT Review of Traffic Issues	Jan. 4, 2016
52.	National Ambient Air Quality Standards (NAAQS)	N/A
53.	Current Nonattainment Counties for All Criteria Pollutants	N/A
54.	4/2003 Noise Guideline Document	April 2003
55.	US EPA Health Assessment Document for Diesel Exhaust (Page 2-113)	N/A

56.	US EPA Letter	Aug. 12, 2015
57.	TLA Supplemental Response to Public Comments	Aug. 4, 2017
58.	Ron Müller & Associates Letter re: Randolph Accident Investigation (submitted to MassDEP attached to Exhibit 57)	Aug. 3, 2017
59.	MassDEP Report on Suitability for Site Assignment	Aug. 11, 2017
60.	Affidavit of Ron Müller, P.E.	Aug. 30, 2017
61.	Affidavit of Michael T. Lannan, P.E.	Sept. 1, 2017
62.	Affidavit of Edward W. Pickering, P.E., CPSSc	Sept. 1, 2017
63.	Affidavit of Whitney Hall, P.E.	Sept. 1, 2017
64.	Affidavit of Marc C. Wallace, QEP, INCE	Sept. 5, 2017
65.	Proof of Public Notice of Site Assignment Hearing Under 310 CMR 16.20(7)(b)	Multiple
66.	Public Comments received by Board of Health	Multiple
67.	Written Direct Testimony of Pamela Campanella for Lynwood Café, Inc.	Sept. 7, 2017
68.	Direct Testimony Amy Knight	Sept. 7, 2017
69.	Direct Testimony of Scott W. Thornton	Sept. 7, 2017
70.	Direct Testimony of David Coate	Sept. 7, 2017
71.	Pre-Filed Testimony of Luke McFadden	Sept. 7, 2017
72.	Affidavit of Robert F. Daylor, PE, PLS	Sept. 7, 2017
73.	Affidavit of Robert Woodland, P.E.	Sept. 7, 2017
74.	Ronald Müller Powerpoint presentation	Sept. 11, 2017
75.	Diagram of truck lengths	Undated
76.	Aerial photo with graphic of queues	Undated
77.	Randolph Board of Health – Food Establishment Inspection Reports re: Lynwood Café	11/21/98 - 3/11/15
78.	Terminix reports re: Lynwood Café	10/9/15 - 6/22/17
79.	Aerial photo of South Street/Center Street intersection w/ handwritten notes	Undated
80.	Photo of Lynwood Café	Summer 2017
81.	Resume of Whitney Hall	Undated
82.	Diagram of turning radii for WB-67	Undated
83.	EPA letter re: institutional controls	July 21, 2017
84.	Michael Lannan Powerpoint presentation	Undated
85.	Marc Wallace Powerpoint presentation – Air Quality Study	Undated
86.	Marc Wallace Powerpoint presentation – Sound Study	Undated
87.	Whitney Hall Powerpoint presentation	Undated
88.	Tech Environmental's Memorandum re: Additional Air Quality Analysis	Oct. 2, 2017
89.	Holbrook Bylaw § 13-1 to § 13-11	May 15, 2012
90.	Robert Daylor Powerpoint presentation	Sept. 28, 2017
91.	Composite Plan (Insert 6) (enlarged version of Exhibit 90, p. 8)	March 13, 2017 (rev. Sept. 2017)
92.	Katherine Connolly photos (6)	March 14, 2010
93.	Composite Plan (Insert 6) (simplified version of Exhibit 91)	March 13, 2017 (rev. Sept. 2017)
94.	Rebuttal Affidavit of Ron Müller, P.E.	Oct. 13, 2017

95.	Rebuttal Affidavit of Whitney Hall, P.E.	Oct. 13, 2017
96.	Sur-Rebuttal Affidavit of Daniel R. Deutsch, with Exhibits A-C	Oct. 20, 2017
97.	Sur-Rebuttal Affidavit of William F. Pace	Oct. 20, 2017
98.	Rebuttal Affidavit of Marc C. Wallace, QEP, INCE	Oct. 13, 2017
99.	Sur-Rebuttal Affidavit of Robert F. Daylor, P.E., PLS	Oct. 20, 2017
100.	Holbrook Board of Selectmen Minutes	June 8, 2010
101.	Public comments to Holbrook Board of Health (supplement to Exhibit 66)	Multiple

Transcripts of the public hearings – Volumes 1-8 (September 11, 12, 26 and 28 and October 3, 10, 11 and 24, 2017)

Pleadings

No.	Document	Date
1.	Pre-Hearing Order	August 18, 2017
2.	Amended Pre-Hearing Order	August 24, 2017
3.	Supplemental Pre-Hearing Order	September 4, 2017
4.	Registration of 10-Citizen Group & Notice of Appearance	September 5, 2017
5.	Notice of Appearance on behalf of TLA-Holbrook LLC	September 5, 2017
6.	Preliminary Exhibit List	September 5, 2017
7.	Requests to Intervene as Party	September 5-7, 2017
8.	Requests to Participate	September 5-7, 2017
9.	TLA-Holbrook LLC's Response to Petitions to Intervene and Participate	September 6, 2017
10.	Order re: Intervention and Participation	September 7, 2017
11.	Notice of Appearance [Elise B. Hoffman for Lynwood Café, Inc.]	September 7, 2017
12.	Proposed Exhibits on Behalf of Lynwood Café, Inc.	September 7, 2017
13.	Notice of Appearance [David A. DeLuca on behalf of the Town of Holbrook Board of Health]	September 7, 2017
14.	Notices of Appearances of Paul R. DeRensis and Daniel R. Deutsch (Randolph Board of Health)	September 7, 2017
15.	Notices of Appearances of Paul R. DeRensis and Daniel R. Deutsch (Intervenor Town of Randolph)	September 7, 2017
16.	List of Fact Exhibits of Randolph Board of Health and Intervenor Town of Randolph	September 7, 2017
17.	Disclosure of Fact Witnesses of Randolph Board of Health and Intervenor Town of Randolph	September 7, 2017
18.	Motion [of Katherine Connolly/10-citizen group to introduce Exhibits for Identification G-J]	September 8, 2017
19.	TLA-Holbrook LLC's Motion in Limine Regarding Exhibits and Testimony – GRANTED in public hearing on October 11, 2017 re: Exhibit G (2007 <i>Holbrook Sun</i> article excerpt); Exhibits H-J not offered	September 11, 2017
20.	[10-Citizen Group's] Motion to Oppose and Response to TLA-Holbrook's Motion in Limine Regarding Exhibits and Testimony	September 11, 2017
21.	Scheduling Order (9/25/17)	September 25, 2017

22.	Stipulation Regarding Testimony of Edward W. Pickering	September 27, 2017
23.	Motion of Randolph Board of Health and Intervenor Town of Randolph to Strike Exhibit 88 (Applicant's Supplemental Vehicle Emissions Study) – DENIED in public hearing on October 10, 2017	October 6, 2017
24.	TLA-Holbrook LLC's Opposition to Randolph Board of Health's Motion to Strike Exhibit 88	October 10, 2017
25.	Scheduling Order (10/12/17)	October 12, 2017
26.	Motion of Randolph Board of Health and Intervenor Town of Randolph for Recusal of Holbrook Board of Health Hearing Chairperson Paul Callinan – NOT ACTED ON in public hearing on October 24, 2017	October 23, 2017
27.	Motion of Randolph Board of Health and Intervenor Town of Randolph to Hold Open the Record of Hearing Pending Production and Designation of Records Responsive to Public Records Request – WITHDRAWN AS MOOT in public hearing on October 24, 2017	October 23, 2017
28.	TLA-Holbrook LLC's Motion to Strike Testimony of William F. Pace, Richard F. Donovan, and Daniel R. Deutsch – DENIED as to Pace and Donovan and DENIED BY AGREEMENT as to Deutsch in public hearing on October 24, 2017	October 23, 2017
29.	Opposition of Randolph Board of Health and Intervenor Town of Randolph TLA-Holbrook LLC's Motion to Strike Testimony of William F. Pace, Richard F. Donovan, and Daniel R. Deutsch	October 24, 2017
30.	[TLA-Holbrook's] Extension of Deadline for Rendering Decision [through 11/3/17]	October 25, 2017
31.	Email ruling on Randolph's oral motion to strike Rebuttal Affidavit of Whitney Hall (Exhibit 95) – GRANTED IN PART (superseding email ruling of 10/27/17)	October 28, 2017
32.	Request of Randolph Board of Health and Intervenor Town of Randolph for Findings of Fact	October 30, 2017
33.	Lynwood Café, Inc. Proposed Findings to Holbrook Board of Health	October 30, 2017
34.	[TLA-Holbrook's] Proposed Site Assignment Decision, with Conditions	October 30, 2017
35.	Lynwood Café, Inc. Proposed Conditions to the Holbrook Board of Health	November 2, 2017
36.	Proposed Conditions Propounded by Randolph Board of Health and Intervenor Town of Randolph	November 2, 2017
37.	TLA-Holbrook LLC's Revised Proposed Conditions	November 2, 2017
38.	[TLA-Holbrook's] Second Extension of Deadline for Rendering Decision [through 11/9/17]	November 2, 2017

The following proposed exhibits, though part of the record under 310 CMR 16.20(10)(j), are not documents on which the Board may rely in making its decision under 310 CMR 16.20(10)(k)2.

Proposed Exhibits not admitted in evidence		
No.	Document	Proponent
A	Photographs of Mill Street weight limit sign (5)	Randolph
B	Defendant TLA-Holbrook LLC's Response to Plaintiff's First Set of Interrogatories (pp. 1, 16-17 and 31) in <i>McNamara v. TLA-Holbrook LLC, et al.</i> (Land Court, Case No. 10 MISC 436620)	Randolph
C	Excerpts of Transcript of Deposition of John Walsh dated August 1, 2012 (pp. 1, 20-37 and 202), in <i>McNamara v. TLA-Holbrook LLC, et al.</i> (Land Court, Case No. 10 MISC 436620)	Randolph
D	Excerpts of Transcript of Deposition of John Walsh dated August 2, 2012 (pp. 1, 20-37 and 202), in <i>McNamara v. TLA-Holbrook LLC, et al.</i> (Land Court, Case No. 10 MISC 436620)	Randolph
G	Holbrook Sun article dated February 16, 2007	10-Citizen Group
H	Everything Holbrook Facebook page (July 9, 2014)	10-Citizen Group
I	Photo 85 Abington Avenue, Holbrook (September 3, 2017)	10-Citizen Group
J	Robert Austin/Vincent Barletta – Northeastern Connections	10-Citizen Group
K	TetraTech letter reviewing Paré report	Hearing Officer
N	Tri-Town Water Board minutes (April 6, 2017 and other dates) and related documents	Randolph

Note: Proposed Exhibits E, F, L and M were admitted in evidence as Exhibits 77, 78, 81 and 82.

EXHIBIT 3

TOWN OF HOLBROOK BOARD OF HEALTH

In the Matter of:

TLA-HOLBROOK, LLC
3 and 6 Phillips Road, Holbrook

Request for Minor Modification
of Site Assignment
Transmittal Number: #X273727
Report Number No. 133-003-A

DECISION ON MINOR MODIFICATION OF SITE ASSIGNMENT

The Town of Holbrook Board of Health (“Board”) hereby modifies the Site Assignment Decision dated November 8, 2017 and issued November 10, 2017 (“Site Assignment Decision”) pursuant to 310 CMR 16.00 for a municipal solid waste transfer station proposed by TLA-Holbrook LLC (“TLA” or the “Applicant”) to be located on the properties at 3 and 6 Phillips Road, Holbrook, MA (the “Site” and “Project”). This modification is subject to all of the conditions of the Site Assignment Decision, except as amended herein, and the conditions in this decision.

I. SUMMARY OF PROPOSED MODIFICATIONS

In its Request for a Minor Modification of Site Assignment dated August 31, 2018 (“Minor Modification Request”) and subsequent revisions to the plans made during the course of the public hearings on Minor Modification Request, TLA sought to make changes to the site plan occasioned by further discussions regarding railroad design between TLA’s engineers at Green Seal Environmental, Inc. and CSX Transportation (“CSX”) and the need to accommodate Notices of Activity and Use Limitations (“NAULs”) applicable to the Site issued by the U.S. Environmental Protection Agency (“U.S. EPA”).

According to TLA, the redesign of the railroad track layout was meant to ensure that the Union Street railroad crossing would only be triggered twice while CSX serviced the Site at

night. The revised railroad layout is depicted on Exhibit 103¹ and Exhibit B to the Affidavit of Whitney Hall. [Exhibit 111]. The layout reduces the number of storage railroad tracks to four with one additional track that services the proposed municipal solid waste processing building (“MSW Processing Building”). The modified plans show the location of various switches and the fact that TLA plans to extend the four storage tracks beyond the fence line that demarcates the Baird & McGuire Superfund Site. The plans also show the storage tracks will connect to the main line through adjacent properties, including 1 Phillips Road.

TLA also revised the design in response to restrictions on excavation of soils and infiltration of stormwater in areas of the Site governed by the NAULs. TLA reduced impervious surfaces to reduce stormwater runoff by removing all the current buildings at the Site and eliminating the roadway around the proposed MSW Processing Building, which remains unchanged. The proposed roadway configuration was also altered to take advantage of the removal of these buildings and to demonstrate the Site could continue to queue the same number of packer trucks on the Site. TLA also redesigned the stormwater controls to eliminate infiltration yet still meet the state stormwater standards for redevelopment to the maximum extent practicable and improve existing conditions. Although TLA originally proposed that some of these stormwater controls be located on the adjacent property at 1 Phillips Road, TLA revised its plan to include all stormwater infrastructure within the Site. The final conceptual site plan for the Site is Exhibit 134, with employee parking shown on 1 Phillips Road in Exhibit 135.

The Applicant does not propose to alter the site assigned area, the location of the waste handling areas, the capacity of the Project, the types of materials to be accepted, the hours of

¹ Documents accepted as Exhibits by the Hearing Officer during the course of the public hearings on the Minor Modification Request were consecutively numbered beginning with Exhibit 102 to retain the exhibit numbering from the original Site Assignment public hearings.

operation, the number of expected truck trips, their distribution, or the types and sizes of the vehicles expected to enter the Project. As a result, the proposed changes impact only a subset of the applicable siting criteria in 310 CMR 16.40 that were reviewed by the Board in the original hearings, as discussed below.

II. **THE PROCEEDINGS**

A. **Submission and Public Notice**

TLA submitted its Minor Modification Request on August 31, 2018 [Exhibit 102]. Pursuant to 310 CMR 16.20(7), the Board caused public notice of the public hearing to be published in the Canton Journal, Holbrook Sun, Randolph Herald, and Stoughton Journal on September 21, 2018 in English, Haitian Creole, Spanish, Chinese (Mandarin), and Vietnamese. [Exhibit 107]. Additionally, all parties identified in 310 CMR 16.08(2) were notified of the public hearing via certified mail. [Exhibit 108]. The application and other public records in support thereof were made available for review at the Board's office and through the public File Transfer Protocol website on the internet prior to and during the public hearing.

B. **Additional Parties**

The Town of Randolph and its Board of Health, the Lynwood Café, and a ten-citizen's group were granted status as parties and participated in the public hearings.

C. **Public Hearings**

In accordance with 310 CMR 16.20(11)(a), the Board appointed Arthur P. Kreiger, Esq. of Anderson & Kreiger LLP as the Hearing Officer. The public hearings before the Board occurred on the following days: October 17, 2018, October 23, 2018, November 5, 20, 26, 29, 2018, and December 4, 2018. However, the public hearing on October 17, 2018 was opened merely for administrative matters due to an absence of one of the Board members and the hearing scheduled for October 23, 2018, was also opened and continued due to the illness of

counsel for Randolph. On December 4, 2018, the Board voted to close the public hearings and begin deliberations.

D. The Record

The Hearing Officer maintained a record of these proceedings and an index of the Exhibits, Pleadings, and Transcripts are attached at Tab 1, including the entire record from the original Site Assignment proceedings before this Board.

III. MAJOR V. MINOR MODIFICATION

TLA requests a modification to the Site Assignment issued by the Board on November 10, 2017. The regulations provide for different procedures for “major” v. “minor” modifications as defined in 310 CMR 16.22. Major modifications are defined in 310 CMR 16.22(2), and pursuant to 310 CMR 16.22(3), minor modifications are any request to modify a site assignment that is not major pursuant to 310 CMR 16.22(2) or a modification to site assignment pursuant to 310 CMR 16.22(1) due to a threat of public health, safety, or the environment.

TLA’s request is for a minor modification because the modifications are not made pursuant to 310 CMR 16.22(1) and do not fall under any of the four categories of site assignment modification that are major modifications per 310 CMR 16.22(2):

1. Modifications required to “Expand a Site;”
2. Vertical expansions beyond the limits of an approved plan;
3. Modifications as specified at 310 CMR 16.21(1) and 310 CMR 16.21(3), alternative uses of a site already assigned; and
4. Requests to waive any site assignment criteria in 310 CMR 16.40(3).

The Board thus finds that TLA’s request is for a minor modification.

IV. FINDINGS REGARDING SPECIFIC SITE SUITABILITY CRITERIA

TLA suggested that six siting criteria were impacted by the Minor Modification Request:

- Pedestrian and vehicular safety (310 CMR 16.40(4)(b)(2))
- Road configurations (310 CMR 16.40(4)(b)(3))
- Vehicle emissions (310 CMR 16.40(4)(b)(5))
- Potential air quality impacts (310 CMR 16.40(4)(f))
- Noise (310 CMR 16.40(4)(g)(1))
- Odor (310 CMR 16.40(4)(g)(4))

During the course of the hearings, Randolph suggested that two additional criteria were impacted:

- Size of facility (310 CMR 16.40(4)(h))
- Consideration of other sources of contamination or pollution (310 CMR 16.40(4)(k))

The Board agrees that no other criteria are impacted by the Minor Modification Request. The Board's peer review expert, Amy J. Knight, P.E., concurred in this determination. [Exhibit 118]. Ms. Knight also agreed with TLA that the other sources of contamination or pollution criterion is not impacted by the modification. The Board reviewed each of these eight criteria to determine whether they were affected and, to the extent necessary, whether the Project as revised met the siting criteria.

A. **Pedestrian and Vehicular Safety – 310 CMR 16.40(4)(b)(2)**

TLA's traffic expert, Ron Muller, P.E., testified that the Minor Modification Request would not constitute a danger to the public health, safety, or the environment taking into consideration pedestrian and vehicular safety. [Exhibits 109, 128, 140]. Mr. Hall also had the same conclusion regarding pedestrian employees. [Exhibit 139, ¶¶ 9-10]. The Board's peer review expert, Scott W. Thornton, P.E., concurred. [Exhibit 119, 129].

Pedestrian safety issues are focused in two areas: movement of employees to and through the Project and movement of non-employees who are utilizing the residential drop-off area and

other types of visitors. The revised site plan provides for two parking areas for the Project: 13 parking spaces located on 3 Phillips Road within the residential drop-off area and another 15 parking spaces on 1 Phillips Road. [Exhibits 135 and 139, ¶ 5]. Of the 13 parking spaces within the residential drop-off area on 3 Phillips Road, TLA intends to allocate five parking spots for residential drop-off and visitors and the remaining eight for employee parking. [Exhibit 139, ¶ 6]. TLA intends to use all 15 of the parking spaces on 1 Phillips Road for employee parking. [Exhibit 139, ¶ 6]. Given the estimates of 20 employees in two shifts and three administrative personnel, this amount of parking appears adequate.

It is reasonable to expect that nearly all employees will drive to the Project and park in one of the two parking areas. It is possible that employees may take public transportation and walk from the commuter rail station as well. The proposed site plan provides access from the parking area on 1 Phillips Road to the Site without the need to walk on Phillips Road and through the main gate of the Facility. Similarly, TLA has represented and the Board conditions this decision on the requirement that TLA direct its employees who walk from the commuter rail or other areas to use the same pedestrian access from 1 Phillips Road and not enter the Site through the main gate to avoid conflicts with truck traffic in that area.

Randolph's traffic expert testified that he believes the striped pedestrian crossing for employees within the property to be unsafe. Mr. Muller disagreed. The Board finds that because the pedestrian crossing will be utilized by employees who receive safety and awareness training for working at the Facility, the pedestrian crossing does not create an unsafe condition sufficient to determine that the traffic impacts from the establishment or operation of the Project will constitute a danger to the public health, safety, or the environment taking into consideration pedestrian and vehicular safety. The Board has imposed conditions requiring signage and design

of the pedestrian crossing that it deems sufficient to ensure the safety of employees using this pedestrian crossing to the maximum extent feasible.

Mr. Woodland also testified that the lack of marked pedestrian areas within the Site for employees to walk between various areas was unsafe. Mr. Muller disagreed. The Board finds that employees at industrial and commercial facilities regularly walk safely throughout sites and facilities that present a variety of dangerous conditions. TLA has committed to training its employees in proper safety conditions including wearing of personal protective equipment consisting of highly reflective gear and hard hats. It is not practical or necessary to define every possible place within the Site an employee might walk with pedestrian striping.

Questions were also raised about the safety of those using the residential drop-off area and other visitors. The Board finds that the isolated nature of the residential drop-off area combined with its limited use make it no different than any other parking area in a commercial project and find that the Holbrook residents using that area will not be in any greater danger than in any other parking area. Other visitors will have designated parking spots within the same area and the Board is conditioning this approval with a requirement that TLA post signage in that area that visitors call a designated number for assistance before leaving the residential drop-off area.

The Board concludes that traffic impacts from the establishment or operation of the Project will not constitute a danger to the public health, safety, or the environment taking into consideration pedestrian and vehicular safety and road configurations, pursuant to 310 CMR 16.40(4)(b)(2).

B. Road Configurations – 310 CMR 16.40(4)(b)(3)

TLA's traffic expert, Ron Muller, P.E., testified that the Minor Modification Request would not constitute a danger to the public health, safety, or the environment taking into

consideration road configurations. [Exhibits 109, 128, 140]. The Board's peer review expert, Scott W. Thornton, P.E., concurred. [Exhibit 119, 129].

The primary questions raised by Randolph regarding road configurations concerned the ability of larger trucks – WB-62 and WB-67 tractor trailers – to navigate the Site including what they alleged was a conflict between these movements and the truck queueing plan. As a primary matter, the Board continues to believe that the Facility will utilize these large tractor trailers infrequently. Although TLA maintains the right to ship waste by train or truck, TLA has repeatedly represented that it intends to rely on railcars to remove waste from the Facility except when economics or other circumstances dictate the use of trucks. In addition, trucks of that size will be highly unlikely to deliver waste to a waste transfer station.

For those times when these trucks do enter the Facility, the Applicant provided evidence to show that WB-62s and WB-67s, would be able to safely utilize the Facility. [Exhibits 122, 123, and 126]. Mr. Daylor and Mr. Thornton question whether the grading in certain areas of the roadway would prevent certain the truck movements depicted on Exhibits 122, 123, and 126. [Exhibit 131, ¶¶ 2-6; Exhibit 130, ¶ 9]. The Board accepts that the grading provided at this stage of the permitting is preliminary and that in subsequent permitting before the Holbrook Planning Board for a Site Plan Special Permit and before MassDEP for an Authorization to Construct and Operate, TLA will be required to demonstrate that the finished grades will permit necessary truck movements at the Site can be safely accomplished.

Randolph alleges that there is a conflict between the movements necessary for these larger trucks and the queueing plan. Randolph appears to misunderstand the purpose of the queueing plan, which was submitted to demonstrate that the Site can support up to 37 packer trucks on the Site if needed. However, queuing of that number of trucks is highly inefficient for

the truck drivers, which discourages such behavior, and is inefficient for the Facility, which will rely on radio contact with drivers to modulate the number of trucks accessing the Facility at any particular time. In particular, where Randolph relies on three queued trucks positioned in the main drive area as a fundamental conflict between larger trucks turning and backing into the MSW processing building, it fails to understand the conceptual nature of the queueing plan and the practicalities that trucks can be moved around the site to accommodate the movements of larger trucks as necessary. This theoretical concern is highly unlikely to occur in reality and is not sufficient to convince the Board that the road configurations are sufficiently unsafe to constitute a danger to the public health, safety, or the environment, in accordance with 310 CMR 16.40(4)(b)(3).

C. **Vehicle Emissions – 310 CMR 16.40(4)(b)(5)**

The Applicant's air quality and sound expert, Marc C. Wallace, QEP, Mr. Wallace presented his opinion on behalf of TLA regarding the impact of vehicle emissions [Exhibits 105, 112, and 138]. Mr. Wallace revisited the air quality modeling performed for the original Site Assignment application and determined that the Project as modified will meet state and federal air quality standards, including traffic impacts taking into consideration vehicle emissions, and would not otherwise constitute a danger to the public health, safety, or the environment, as required by 310 CMR 16.40(4)(b)(5). The Board's peer review expert, Ms. Knight, concurred with this conclusion. [Exhibit 118, ¶ 19]. The Board did not receive any material evidence disputing these conclusions, including no studies of the sort performed by Mr. Wallace and reviewed by Ms. Knight. Where cross-examination by counsel for Randolph raised issues with the methodology, Mr. Wallace explained that the very conservative nature of the assumptions of the study and analysis accounted for any such anomalies that had been identified and would have no material impact on the Facility's compliance with this siting criteria.

Accordingly, the Site as revised will meet state and federal air quality standards, including traffic impacts taking into consideration vehicle emissions, and would not otherwise constitute a danger to the public health, safety or the environment, as required by 310 CMR 16.40(4)(b)(5).

D. Potential Air Quality Impacts – 310 CMR 16.40(4)(f)

Mr. Wallace testified that the Facility as modified will fully comply with all air quality standards and will not adversely affect public health or air quality. [Exhibits 105, 112, and 138]. He conducted an Air Quality Study at the proposed Facility to analyze potential sources of air pollution. The Air Quality Study was based on air quality dispersion modeling using the U.S. Environmental Protection Agency’s model to predict the maximum diesel particulate matter (“DPM”) and non-diesel particulate matter (“PM”) air concentrations at the Site and in the community near it. The modeling analyzed waste handling, non-road, truck traffic, and rail emissions. He testified that the results of the modeling demonstrated that maximum concentrations are safely in compliance with both the U.S. EPA Reference Concentration (“RfC”) for DPM and with the National Ambient Air Quality Standards for non-diesel particulate matter. Ms. Knight examined this analysis and concurred. [Exhibit 118, ¶ 23]. The Board did not receive any material evidence disputing these conclusions, including no studies of the sort performed by Mr. Wallace and reviewed by Ms. Knight. Where cross-examination by counsel for Randolph raised issues with the methodology, Mr. Wallace explained that the very conservative nature of the assumptions of the study and analysis accounted for any such anomalies that had been identified and would have no material impact on the Facility’s compliance with this siting criteria.

As a result, the Board finds that the Site will meet state and federal air quality standards and would not otherwise constitute a danger to the public health, safety or the environment when

taking into consideration (i) the concentration and dispersion of emissions; (ii) the number and proximity of sensitive receptors; and (iii) the attainment status of the area pursuant to 310 CMR 16.40(4)(f).

E. **Potential for Creation of Noise Nuisance – 310 CMR 16.40(4)(g)(1)**

Mr. Wallace studied the potential noise impacts of the revised Facility and performed a sound study dated August 2018. [Exhibits 106, 112, and 141]. Using the same methodology as the previous study, as summarized in the Board’s original decision and Mr. Wallace’s Sound Study [Exhibit 106], Mr. Wallace demonstrated that the Facility as revised would meet this siting criteria. The Board’s peer review expert, David Coate, reviewed Mr. Wallace’s testimony and underlying study and determined that TLA presented sufficient information to determine that the Facility met the requirements of this criterion. [Exhibit 120]. In fact, Mr. Coate concluded that the noise impacts “are essentially unchanged, if not reduced somewhat due to the implementation of the electric car mover.” [Exhibit 120, ¶ 10].

No other party conducted a sound study of revised Facility. The criticisms raised on cross-examination of Mr. Wallace are too speculative to persuade the Board that the Facility presents a danger to public health, safety, or the environment regarding noise. Moreover, the Board has imposed conditions for ongoing monitoring of noise impacts. As a result, the Board finds that the establishment or operation of the Facility will not result in nuisance conditions that would constitute a danger to the public health, safety, or the environment taking into consideration noise pursuant to 310 CMR 16.40(4)(g)(1).

F. **Potential for Creation of Odor Nuisance – 310 CMR 16.40(4)(g)(4)**

The Applicant presented the testimony of Michael T. Lannan, P.E., on the issue of odor impacts from the revised Facility. [Exhibit 110, 137]. Mr. Lannan previously performed air quality dispersion modeling for potential odor from the Facility as originally proposed and

concluded that the establishment or operation of the Facility would not result in nuisance conditions that would constitute a danger to public health, safety, or the environment taking into account odors pursuant to 310 CMR 16.40(6)(4). Mr. Lannan found that there are no changes proposed to the MSW Processing Building, which is the main source of potential odor from the Project. The only change of substance with respect to odor, according to Mr. Lannan, is the relocation of the railroad tracks on the Site and the resulting location where rail cars will be stored. However, because that storage will occur closer to the MSW Processing Building and further from the property line, there will be a small but positive effect on odor potential off the site. He concluded that the proposed changes would likely decrease the odor impacts as determined in the previous study. Moreover, in response to cross-examination from counsel for Randolph and others, Mr. Lannan explained that the conservative nature of the various assumptions made in the original studies provided him with confidence that none of the potential issues identified would have a material impact on the odor impacts. Ms. Knight concluded that odor was not even implicated by the proposed changes and no party provided any material evidence challenging Mr. Lannan's or Ms. Knight's conclusions.

The Board concludes that the Project as revised will not result in nuisance conditions that would constitute a danger to public health, safety, or the environment taking into account odors pursuant to 310 CMR 16.40(6)(4).

G. Size of Facility – 310 CMR 16.40(4)(h)

TLA contends that this criterion is not impacted by the Minor Modification Request. [Exhibit 102, p. 5]. On behalf of Randolph, Mr. Daylor questioned whether the Project as revised met the Size of Facility criterion in 310 CMR 16.40(4)(h). [Exhibit 114, ¶¶ 5-14]. Mr. Daylor's criticisms are (1) the location of "railyard head-tracks and switches" are located on land that is not site assigned on 1 Phillips Road, (2) the extension of the four storage railroad tracks beyond

the Baird & McGuire fence line; (3) the closeness of the Facility's entrance to the Cochato River and potential flooding from that source; (4) flood storage is not sufficient demonstrated and/or insufficient; and (5) TLA failed to demonstrate that U.S. EPA will permit work governed by the NAULs at the Site.

The Size of Facility criterion addresses (i) the minimum distance between the waste handling area and the property boundary and (ii) whether the "size of the proposed site is insufficient to properly operate and maintain the proposed facility." Since the location of the waste handling areas have not changed as part of the Minor Modification Request, the setback of the waste handling area from the property line is not implicated.

First, two of Mr. Daylor's concerns are not new to plan as revised by the Minor Modification Request and, as a result, were beyond the scope of this proceeding and were sufficiently addressed as part of the prior proceedings. Mr. Daylor acknowledged on cross-examination that the plan as approved in the Site Assignment Decision contained railyard head-tracks and switches and other railroad equipment on the very same properties as proposed in the Minor Modification Request. Similarly, the entrance to the Facility is not materially closer to the Cochato River or more threatened by flooding. Both of these conditions were adequately addressed in the prior proceeding and there is nothing materially new presented.

Second, the fact that the reconfigured railroad tracks cross the Baird & McGuire fence line does not demonstrate that the Site is insufficiently sized. The location of the tracks on either side of the fence line presents no operational or maintenance issue, and Mr. Daylor has not alleged any such issues. It appears to require additional permissions or permitting from U.S. EPA, which are the obligation of the Applicant.

Third, Mr. Daylor's concerns about compensatory flood storage calculations run afoul of the Site Assignment regulations prohibiting review of detailed facility designs or operations in 310 CMR 16.40(1)(c)(2) and the presumption in 310 CMR 16.40(1)(c)(1) that the proposed Facility will be designed and constructed to meet all relevant state and federal statutory, regulatory, and policy requirements. The Applicant must work out the engineering design issues to the satisfaction of U.S. EPA, MassDEP, and any local permitting entities, including the Holbrook Conservation Commission which has jurisdiction over flood storage and wetlands.

Finally, because the site plan has not materially changed regarding the operations and maintenance, much of the same evidence that demonstrated compliance with this criterion continues to support that conclusion. The site plan approved in the Site Assignment Decision demonstrated that 37 trucks could queue on the Site, which matched a worst-case scenario, as the Applicant's studies suggest 37 vehicle trips during weekday peak hours. The site plan as revised by the Minor Modification Request demonstrates that the Site continues to handle a queuing capacity of 37 packer trucks. [Exhibit 121]. The Facility operators will continue to have the ability to contact vehicles via radio and redirect traffic, if necessary. [Exhibit 1, p. 52]. The Applicant provided evidence to show that even the largest industry trucks, WB-67s, would be able to safely utilize the Facility. [Exhibits 122, 123, and 126].

As stated above, Mr. Daylor and Mr. Thornton question whether the grading in certain areas of the roadway would prevent certain the truck movements depicted on Exhibits 122, 123, and 126. [Exhibit 131, ¶¶ 2-6; Exhibit 130, ¶ 9], but the Board finds that such final design elements are premature and will be reviewed by the Holbrook Planning Board and MassDEP.

The Board's peer review consultant reviewed the Minor Modification Request and determined that the revised plans complied with this criterion. [Exhibit 118, ¶ 25]. Ms. Knight

testified that the waste handling facilities had not moved and “the revised internal roadway layout is adequate to properly operate and maintain the facility.” [Exhibit 118, ¶ 25]. As proposed, the Board finds that the size of the Site and the proposed Facility are proper and that the waste handling areas meet the necessary setbacks from the property boundaries in compliance with 310 CMR 16.40(4)(g).

H. **Consideration of Other Sources of Contamination or Pollution – 310 CMR 16.40(4)(k)**

This criteria requires the Board to consider “whether the projected impacts of the proposed facility pose a threat to public health, safety or the environment, taking into consideration the impacts of existing sources of pollution or contamination ... and whether the proposed facility will mitigate or reduce those sources of pollution or contamination.” The Board’s peer review expert, Ms. Knight, testified that the Minor Modification Request did not impact this criterion, agreeing with TLA’s conclusion. [Exhibit 118, ¶ 28; Exhibit 102, p. 6]. Randolph’s expert, Mr. Daylor, cited concerns for TLA’s compliance with the NAUL conditions in connection with the flood storage compensation chambers, construction of the four railroad tracks that cross the Baird & McGuire fence line, utilization of stormwater management areas. [Exhibit 114, ¶¶ 15-17; Exhibit 131, ¶¶ 8-9].² However, since Mr. Daylor’s concerns focus on whether and how TLA can comply with restrictions in the NAULs, which are governed by U.S. EPA, they are beyond the scope of the Board’s jurisdiction and subject to the presumption in 310 CMR 16.40(1)(c)(1) that the proposed Facility will be designed and constructed to meet all relevant state and federal statutory, regulatory, and policy requirements. If the Applicant cannot obtain the necessary approvals from U.S. EPA (or any other federal, state, or local agency), it

² The Board notes that Mr. Daylor is not a Licensed Site Professional (LSP) qualified to make determinations of how contamination will be addressed under the Massachusetts Contingency Plan (MCP).

will presumably need to modify the design. The Board is comfortable that U.S. EPA will review the design sufficiently.

Nothing else about the existing contamination at the Site or TLA's plans to address that contamination are implicated by the Minor Modification Request. A portion of the 3 Phillips Road parcel is a state-listed Tier 2 disposal site, which will be remediated under the MCP as part of the development of the Facility. The Applicant's lease with Holbrook requires TLA to remediate the Site under the MCP's requirements. The remediation process is led by a licensed site professional (LSP) under the oversight and supervision of MassDEP. Pursuant to the MCP and the current plan submitted to MassDEP, TLA will excavate impacted soils and they will be placed below the MSW Transfer Building, excluding them from human contact and removing them from areas that can be impacted by rainfall that might mobilize the contamination. [Exhibit 63, ¶ 62, Transcript 436:6-24]. Thus, development of the Facility will mitigate or reduce existing pollution and contamination at the Site. Ms. Knight previously concurred in this determination. [Exhibit 68, ¶ 25]. Moreover, U.S. EPA and MassDEP are responsible for ensuring that the redevelopment of the Site does not adversely impact the Baird & McGuire Superfund Site and its ongoing remediation.

The Board finds that the remediation of the contamination property the Town of Holbrook currently owns will be a substantial improvement for the environment. The Board has seen no evidence sufficient to persuade it that construction and operation of the Facility will adversely impact the on-going remediation at the Baird & McGuire Site and the Board will direct TLA to work with U.S. EPA to ensure that is the case. The Board concludes that the Facility will not pose a threat to public health, safety, or the environment taking into consideration the impacts of existing sources of pollution or contamination pursuant to 310 CMR 16.40(4)(k).

I. **CSX Operations**

The Board has received evidence regarding how CSX intends to service the Facility. [Exhibit 111]. TLA's engineer, Whitney Hall, P.E., testified that CSX expects to service the Site around 2:30 a.m. and will block the Union Street crossing twice for approximately 5 minutes. Mr. Hall also presented detailed plans demonstrating how the full railcars will be gathered and removed from the Site and how empty railcars will be deposited. [Exhibit 111, Exh. B].

Mr. Daylor questioned certain aspects of these operations but readily admitted that he had not spoken with CSX regarding CSX's operational plans. Mr. Daylor also admitted that he is not specially qualified in the design of railroad infrastructure. At worst, Mr. Daylor imagined a scenario in which the Union Street crossing is blocked twice by the actual servicing of the Site and continues to be crossed by the larger CSX freight train that current exists at this time. The Board is focused on the impact from this Facility, and it appears undisputed that CSX's service of this Facility will block the Union Street crossing no more than twice in addition to whatever current service interruptions may exist. That is consistent with our findings during the original Site Assignment hearings and does not trigger reconsideration of any of the siting criteria.

V. **CONDITIONS**

In addition to the Conditions imposed by the Board in the Site Assignment Decision, as amended herein, the Board imposes the following Conditions (starting with number 25 to follow the 24 conditions imposed in the Site Assignment Decision):

25. Pedestrian Safety
 - 25.1. Employees accessing the Site on foot shall enter and exit through the pedestrian access between 1 Phillips Road and 3 Phillips Road and not through the main gate to the Facility.
 - 25.2. TLA shall post signs in the visitor parking area instructing visitors to call TLA personnel for assistance navigating the Site and include a direct line

communication from the visitor parking area to TLA personnel to be approved by the Board.

- 25.3. TLA shall install signs limiting the speed of vehicles on the Site to 10 mph.
- 25.4. TLA shall install a stop sign on 1 Phillips Road to control vehicles departing the employee parking lot on that property.
- 25.5. TLA shall install signage warning trucks that enter the Site of the pedestrian crossing at the entrance to Facility and in close proximity to the pedestrian crossing.
- 25.6. TLA shall install “Employee Parking Only” signs in its 1 Phillips Road parking lot to discourage visitors or users of the residential drop-off area from parking in that area.
- 25.7. For first three (3) months of the Facility’s operation, TLA shall arrange and pay for a police detail to direct traffic at the entrance to the Facility from 4 a.m. to the time the Facility is closed to truck traffic.
- 25.8. TLA shall perform a comprehensive traffic and pedestrian safety study to evaluate and provide recommendations regarding potential on-site and off-site safety improvements regarding pedestrian and vehicular safety including, but not limited to, lighting and sidewalks. The study shall provide traffic counts at a time deemed appropriate by a competent traffic engineer and pedestrian counts from the months of April or May. This study shall be delivered to the Board of Health within six (6) months of the effective date of this decision.

26. Emissions

- 26.1. TLA shall monitor fine particulate matter (PM2.5) once a month for three (3) months under normal operating conditions for the facility at the residential drop-off area. Hourly measurements of PM2.5 will be taken during the hours of operation for the drop-off area by an on-site engineer who will document transfer station operations and general weather conditions. TLA shall provide the Board with a report that includes the data collected as well as a comparison of the measured PM2.5 levels to the PM2.5 24-hour National Ambient Air Quality Standard to demonstrate that air quality at the residential drop-off area does not pose a danger to the public health, safety, or the environment.
- 26.2. TLA shall require drivers of trash vehicles to abide by Massachusetts requirements prohibiting idling for longer than 5 minutes while on Site.

- 26.3. TLA shall post signs on Site reminding drivers of trash vehicles to abide by Massachusetts requirements prohibiting idling for longer than 5 minutes.
27. TLA shall prohibit trailers from the residential drop-off area.
28. TLA shall provide to the Board of Health prior to the start of operations a comprehensive fire operational plan developed in consultation with the Holbrook Fire Department.

Amended Conditions

29. Condition 4.2 is amended to clarify that the operations by CSX to pick up and deliver railcars are not restricted by the Site Assignment.
30. Condition 9 is amended to clarify that employee training shall include that pedestrian employee access and exit the Site shall be through the pedestrian access between 1 Phillips Road and 3 Phillips Road and that employees are required to wear safety gear including high visibility vests and hard hats when they arrive at the Site.
31. Condition 10 is amended to replace the second sentence with the following: TLA shall use best efforts to pre-stage rail cars to minimize the coupling and decoupling of rail cars and the on-Site use of CSX diesel locomotives.
32. Condition 14 is amended to add:

14.6 TLA shall prohibit trucks from arriving at the Site prior to the start of the operating day.
33. Condition 15 is amended to add:

15.6.3. The Board shall select the company to perform the odor monitoring program from a list of at least three qualified odor consultants provided to the Board by TLA.
34. Condition 16.1 is amended to add a second sentence as follows:

16.4 The Board shall select the company to perform the sound survey from a list of at least three qualified noise consultants provided to the Board by TLA.

VI. CONCLUSION

Having reviewed and on the basis of the information in the record, whether it is specifically cited in this decision document, the Board finds that subject to the conditions in this


decision, the Site and project meets the applicable siting criteria in 310 CMR 16.40(3)(d) and (4). The Board hereby votes 2 to 1 to approve TLA's application with conditions and to issue a determination that the Site is suitable as modified under 310 CMR 16.00.

For purposes of 310 CMR 16.20(13)(b), this decision shall be deemed issued on January 4, 2019.

VII. RIGHT OF APPEAL

Any person aggrieved by this decision may, within thirty (30) days of publication of the Notice of Decision, appeal under the provisions of G.L. c. 30A, § 14.

Dated this 2nd day of January, 2019



Paul M. Callinan, Chairman



David Reilly, Vice Chairman

Catherine F. Goldrick, Member

TAB 1

INDEX OF RECORD

Exhibits From Original Site Assignment Proceeding		
No.	Document	Date
1.	TLA-Holbrook LLC Site Suitability Report for a New Site Assignment (Transmittal # X273727) ³	April 24, 2017
2.	Lease and Host Community Agreement (Exhibit 1, Attachment 1)	Feb. 19, 2009
3.	Commercial Land Lease (Exhibit 1, Attachment 2)	Feb. 6, 2014
4.	Receipt of Technical Fee Payment (Exhibit 1, Attachment 3)	June 6, 2014
5.	MEPA Certificate (Exhibit 1, Attachment 4)	Jan. 25, 2013
6.	EEA re: MEPA review (Exhibit 1, Attachment 4)	April 14, 2017
7.	Groundwater Separation Memorandum (Exhibit 1, Attachment 5)	Feb. 1, 2017
8.	Groundwater Elevation Tables (Exhibit 1, Attachment 5, Appendix A)	N/A
9.	Groundwater Contour Plan (Exhibit 1, Attachment 5, Appendix B)	Jan. 5, 2017
10.	Traffic Impact and Access Study (Exhibit 1, Attachment 6, Appendix A)	Nov. 9, 2012
11.	Response to Peer Review Comments (Exhibit 1, Attachment 6, Appendix B)	July 9, 2013
12.	Additional Accident Investigation (Exhibit 1, Attachment 6, Appendix B)	Aug. 21, 2013
13.	Follow-Up Traffic Count Analysis (Exhibit 1, Attachment 6, Appendix C)	Oct. 9, 2013
14.	Additional Waste Transfer Station Counts (Exhibit 1, Attachment 6, Appendix D)	Nov. 12, 2013
15.	Response to Public Comments (Exhibit 1, Attachment 6, Appendix E)	Aug. 7, 2015
16.	Supplemental Response to Public Comments (Exhibit 1, Attachment 6, Appendix F)	Aug. 10, 2015
17.	Backup Data Submission (Exhibit 1, Attachment 6, Appendix G)	Aug. 19, 2015
18.	Motion for Reconsideration and to Reopen Exhibit (Exhibit 1, Attachment 6, Appendix H)	Sept. 24, 2015
19.	Response to Public Comments on Motion for Reconsideration and to Reopen Exhibit (Exhibit 1, Attachment 6, Appendix I)	December 7, 2015
20.	Correspondence re Review of Revised Site Plan (Exhibit 1, Attachment 6, Appendix J)	Jan. 10, 2017
21.	Correspondence re Rare Species Priority or Estimated Habitat and State-listed Species Exhibits. (Exhibit 1, Attachment 7)	March 2, 2017
22.	Air Quality Study (Exhibit 1, Attachment 8)	Jan. 2017
23.	Sound Study (Exhibit 1, Attachment 9)	Jan. 2017
24.	Approval of Conceptual Zone II Delineation for Randolph-Holbrook	June 10, 2014

³ Exhibits 1-58 constitute the Record designated by the Massachusetts Department of Environmental Protection in its Report on Suitability for Site Assignment (Exhibit 59). MassDEP designated TLA's Application as Record no. 1 and parts of that Application as nos. 2-58. In the exhibits in this hearing, Exhibits 2-58 are marked with exhibit numbers and tabs within Exhibit 1 and are not separately reproduced.

	Joint Water Board's South Street Well 1, 2, and 3. (Exhibit 1, Attachment 10)	
25.	Soil Assessment Report	
26.	Detailed Soil Survey, Agricultural Lands Suitability Criteria (Exhibit 1, Attachment 11)	May 7, 2015
27.	Email re MassGIS Prime Forest Area (Exhibit 1, Attachment 11)	Oct. 21, 2014
28.	USGS Topographical Locus Map (Exhibit 1, Attachment 11, Insert 1)	Feb. 10, 2017
29.	Water Resources Plan (Exhibit 1, Attachment 11, Insert 2)	March 13, 2017
30.	Land Use Plan (Exhibit 1, Attachment 11, Insert 3)	March 13, 2017
31.	Property Identification & Zoning Map (Exhibit 1, Attachment 11, Insert 4)	March 13, 2017
32.	Approval of Zone I and Conceptual Zone II Delineation Plan (Exhibit 1, Attachment 11, Insert 5)	Feb. 10, 2017
33.	Existing Conditions Plan (Exhibit 1, Attachment 11, Insert 6)	March 13, 2017
34.	Proposed Conditions Plan – Exterior (Exhibit 1, Attachment 11, Insert 7)	March 13, 2017
35.	Proposed Conditions Plan – Interior (Exhibit 1, Attachment 11, Insert 8)	March 13, 2017
36.	Traffic Movement and Turning Radius Plan (Exhibit 1, Attachment 11, Insert 9)	March 13, 2017
37.	Determination of Administrative Completeness (Exhibit 1, Attachment 11, Insert 9)	May 18, 2017
38.	Proof of Public Notice of Site Assignment Hearing Under 310 CMR 16.10(4)	May 26, 2017
39.	TLA Notice of Completion of Public Notice	June 8, 2017
40.	MassDEP Request for Additional Information	June 21, 2017
41.	TLA Supplement to Proof of Public Notice of Site Assignment Hearing Under 310 CMR 16.10(4)	June 29, 2017
42.	Public Comments Received by MassDEP During the Public Comment Period (June 12, 2017 to July 3, 2017)	Multiple
43.	Request for Additional Information (Requesting a Response to Public Comments)	July 11, 2017
44.	Response to MassDEP's June 21, 2017 Request for Additional Information (Attachments to letter at Exhibits 45, 46, and 47)	July 14, 2017
45.	Memorandum and Groundwater Contour Plan (Submitted to MassDEP as attachment to Exhibit 44)	July 14, 2017
46.	Response to Peer Review Questions in Response to MassDEP June 21, 2017 Request for Additional Information (Submitted to MassDEP as attachment to Exhibit 44)	July 14, 2017
47.	Apex Field Notes (submitted to MassDEP as reference in Exhibit 44)	Multiple
48.	Public Comments Received after the Public Comment Period Ended on July 3, 2017	Multiple
49.	TLA Response to Public Comments	July 24, 2017
50.	MassDEP Email Transfer of Traffic Study Related Documents to MassDOT from Oct. 20, 2015 through Nov. 17, 2015)	Multiple
51.	MassDOT Review of Traffic Issues	Jan. 4, 2016
52.	National Ambient Air Quality Standards (NAAQS)	N/A

53.	Current Nonattainment Counties for All Criteria Pollutants	N/A
54.	4/2003 Noise Guideline Document	April 2003
55.	US EPA Health Assessment Document for Diesel Exhaust (Page 2-113)	N/A
56.	US EPA Letter	Aug. 12, 2015
57.	TLA Supplemental Response to Public Comments	Aug. 4, 2017
58.	Ron Müller & Associates Letter re: Randolph Accident Investigation (submitted to MassDEP attached to Exhibit 57)	Aug. 3, 2017
59.	MassDEP Report on Suitability for Site Assignment	Aug. 11, 2017
60.	Affidavit of Ron Müller, P.E.	Aug. 30, 2017
61.	Affidavit of Michael T. Lannan, P.E.	Sept. 1, 2017
62.	Affidavit of Edward W. Pickering, P.E., CPSSc	Sept. 1, 2017
63.	Affidavit of Whitney Hall, P.E.	Sept. 1, 2017
64.	Affidavit of Marc C. Wallace, QEP, INCE	Sept. 5, 2017
65.	Proof of Public Notice of Site Assignment Hearing Under 310 CMR 16.20(7)(b)	Multiple
66.	Public Comments received by Board of Health	Multiple
67.	Written Direct Testimony of Pamela Campanella for Lynwood Café, Inc.	Sept. 7, 2017
68.	Direct Testimony Amy Knight	Sept. 7, 2017
69.	Direct Testimony of Scott W. Thornton	Sept. 7, 2017
70.	Direct Testimony of David Coate	Sept. 7, 2017
71.	Pre-Filed Testimony of Luke McFadden	Sept. 7, 2017
72.	Affidavit of Robert F. Daylor, PE, PLS	Sept. 7, 2017
73.	Affidavit of Robert Woodland, P.E.	Sept. 7, 2017
74.	Ronald Müller Powerpoint presentation	Sept. 11, 2017
75.	Diagram of truck lengths	Undated
76.	Aerial photo with graphic of queues	Undated
77.	Randolph Board of Health – Food Establishment Inspection Reports re: Lynwood Café	11/21/98 - 3/11/15
78.	Terminix reports re: Lynwood Café	10/9/15 - 6/22/17
79.	Aerial photo of South Street/Center Street intersection w/ handwritten notes	Undated
80.	Photo of Lynwood Café	Summer 2017
81.	Resume of Whitney Hall	Undated
82.	Diagram of turning radii for WB-67	Undated
83.	EPA letter re: institutional controls	July 21, 2017
84.	Michael Lannan Powerpoint presentation	Undated
85.	Marc Wallace Powerpoint presentation – Air Quality Study	Undated
86.	Marc Wallace Powerpoint presentation – Sound Study	Undated
87.	Whitney Hall Powerpoint presentation	Undated
88.	Tech Environmental's Memorandum re: Additional Air Quality Analysis	Oct. 2, 2017
89.	Holbrook Bylaw § 13-1 to § 13-11	May 15, 2012
90.	Robert Daylor Powerpoint presentation	Sept. 28, 2017
91.	Composite Plan (Insert 6) (enlarged version of Exhibit 90, p. 8)	March 13, 2017 (rev. Sept. 2017)
92.	Katherine Connolly photos (6)	March 14, 2010

93.	Composite Plan (Insert 6) (simplified version of Exhibit 91)	March 13, 2017 (rev. Sept. 2017)
94.	Rebuttal Affidavit of Ron Müller, P.E.	Oct. 13, 2017
95.	Rebuttal Affidavit of Whitney Hall, P.E.	Oct. 13, 2017
96.	Sur-Rebuttal Affidavit of Daniel R. Deutsch, with Exhibits A-C	Oct. 20, 2017
97.	Sur-Rebuttal Affidavit of William F. Pace	Oct. 20, 2017
98.	Rebuttal Affidavit of Marc C. Wallace, QEP, INCE	Oct. 13, 2017
99.	Sur-Rebuttal Affidavit of Robert F. Daylor, P.E., PLS	Oct. 20, 2017
100.	Holbrook Board of Selectmen Minutes	June 8, 2010
101.	Public comments to Holbrook Board of Health (supplement to Exhibit 66)	Multiple
Exhibits From Site Assignment Minor Modification Proceeding		
102.	TLA-Holbrook LLC Request for Minor Modification of Site Assignment (separate binder)	Aug. 31, 2018
103.	Site Layout – Proposed Conditions, 3 + 6 Phillips Road (Exhibit 102, Tab 2)	July 31, 2018
104.	Ron Müller + Associates Letter to Heather Sites (Exhibit 102, Tab 4)	Aug. 30, 2018
105.	Air Quality Study for the TLA Holbrook, LLC Transfer Station (Exhibit 102, Tab 5)	Aug. 7, 2018
106.	Sound Study for the TLA Holbrook, LLC Transfer Station (Exhibit 102, Tab 6)	Aug. 7, 2018
107.	Holbrook Sun Newspaper Notice of Public Hearing for Request for Minor Modification of Site Assignment	Sept. 21, 2018
108.	Proof of Public Notice of Minor Modification of Site Assignment Hearing	Sept. 21, 2018
109.	Affidavit of Ron Müller, P.E.	Oct. 2, 2018
110.	Affidavit of Michael T. Lannan, P.E.	Oct. 2, 2018
111.	Affidavit of Whitney Hall, P.E.	Oct. 2, 2018
112.	Affidavit of Marc C. Wallace, QEP, INCE	Oct. 2, 2018
113.	Holbrook GIS Map	N/A
114.	Affidavit of Robert Daylor, PE, PLS	Oct. 9, 2018
115.	Affidavit of Robert Woodland, P.E. with Exhibits A and B	Oct. 9, 2018
116.	Pre-Filed Testimony of Stephan F. Campanella	Oct. 9, 2018
117.	Written Public Comments Submitted to Board of Health (Omitted)	Oct. 9, 2018
118.	Direct Testimony of Amy Knight with Exhibit A	Oct. 11, 2018
119.	Direct Testimony of Scott W. Thornton, P.E. with Exhibits A and B	Oct. 11, 2018
120.	Direct Testimony of David Coate	Oct. 11, 2018
121.	Truck Queuing Plan	Oct. 11, 2018
122.	Truck Traffic (WB-62) Pattern Plan	Oct. 11, 2018
123.	Truck Traffic (WB-67) Pattern Plan	Oct. 11, 2018
124.	Tech Environmental Memorandum to Amy Knight re Responses to Comments on TLA-Holbrook LLC Air Quality Study (pp. 1-3 only; appendix not included)	Oct. 11, 2018
125.	Signage and Markings Plan	Oct. 15, 2018
126.	Truck Traffic Pattern Plans for WB-62 and WB-67	Oct. 15, 2018

127.	Supplemental Affidavit of Marc C. Wallace, QEP, INCE	Oct. 19, 2018
128.	Supplemental Affidavit of Ron Müller, P.E.	Oct. 23, 2018
129.	Direct Testimony of Scott W. Thornton, P.E. with Exhibit C	Oct. 23, 2018
130.	Supplemental Affidavit of Robert I. Woodland, P.E.	Oct. 26, 2018
131.	Supplemental Affidavit of Robert F. Daylor, P.E., PLS	Oct. 26, 2018
132.	Request for Minor Modification of Site Assignment (TLA's opening slides)	Nov. 5, 2018
133.	Review of Relevant Traffic-Related Siting Criteria (Ron Müller's slides)	Nov. 5, 2018
134.	Site Layout (Sheet C-1) – Proposed Conditions	Nov. 20, 2018
135.	Site Layout (Sheet P-1) – Parking	Nov. 20, 2018
136.	Review of Traffic-Related Siting Criteria (Robert Woodland's slides (excluding page entitled "Vehicle Trip Estimates Impacts on Vehicle Queuing On-Site"))	Nov. 20, 2018
137.	Odor Assessment (Michael Lannan's slides)	Nov. 20, 2018
138.	Air Quality Analysis (Marc Wallace's slides)	Nov. 20, 2018
139.	Supplemental Affidavit of Whitney Hall, P.E. (re: Exhibits 134-135)	Nov. 26, 2018
140.	Second Supplemental Affidavit of Ron Müller, P.E. (re: Exhibit 135)	Nov. 26, 2018
141.	Noise Analyses (Marc Wallace's slides)	Nov. 26, 2018
142.	Second Supplemental Affidavit of Robert I. Woodland, P.E. (re: Ex. 136)	Nov. 26, 2018
143.	Minor Site Assignment Modification Rail Operations Plan (Whitney Hall's slides)	Nov. 26, 2018

Transcripts of the Public Hearings

	Transcripts of the Original Site Assignment Proceedings Volumes 1-8 (September 11, 12, 26 and 28 and October 3, 10, 11 and 24, 2017)
	Transcripts of the Site Assignment Minor Modification Proceedings Volumes 1, 3-7 (October 17, November 5, 20, 26, 29 and December 4, 2018) ⁴

Pleadings From Original Site Assignment Proceeding

No.	Document	Date
1.	Pre-Hearing Order	Aug. 18, 2017
2.	Amended Pre-Hearing Order	Aug. 24, 2017
3.	Supplemental Pre-Hearing Order	Sept. 4, 2017
4.	Registration of 10-Citizen Group & Notice of Appearance	Sept. 5, 2017
5.	Notice of Appearance on behalf of TLA-Holbrook LLC	Sept. 5, 2017
6.	Preliminary Exhibit List	Sept. 5, 2017
7.	Requests to Intervene as Party	Sept. 5-7, 2017
8.	Requests to Participate	Sept. 5-7, 2017
9.	TLA-Holbrook LLC's Response to Petitions to Intervene and Participate	Sept. 6, 2017

⁴ There is no Volume 2 transcript for the public hearing on October 23, 2018 that was merely opened and continued to November 5, 2018.

10.	Order re: Intervention and Participation	Sept. 7, 2017
11.	Notice of Appearance [Elise B. Hoffman for Lynwood Café, Inc.]	Sept. 7, 2017
12.	Proposed Exhibits on Behalf of Lynwood Café, Inc.	Sept. 7, 2017
13.	Notice of Appearance [David A. DeLuca on behalf of the Town of Holbrook Board of Health]	Sept. 7, 2017
14.	Notices of Appearances of Paul R. DeRensis and Daniel R. Deutsch (Randolph Board of Health)	Sept. 7, 2017
15.	Notices of Appearances of Paul R. DeRensis and Daniel R. Deutsch (Intervenor Town of Randolph)	Sept. 7, 2017
16.	List of Fact Exhibits of Randolph Board of Health and Intervenor Town of Randolph	Sept. 7, 2017
17.	Disclosure of Fact Witnesses of Randolph Board of Health and Intervenor Town of Randolph	Sept. 7, 2017
18.	Motion [of Katherine Connolly/10-citizen group to introduce Exhibits for Identification G-J]	Sept. 8, 2017
19.	TLA-Holbrook LLC's Motion in Limine Regarding Exhibits and Testimony – GRANTED in public hearing on October 11, 2017 re: Exhibit G (2007 <i>Holbrook Sun</i> article excerpt); Exhibits H-J not offered	Sept. 11, 2017
20.	[10-Citizen Group's] Motion to Oppose and Response to TLA-Holbrook's Motion in Limine Regarding Exhibits and Testimony	Sept. 11, 2017
21.	Scheduling Order (9/25/17)	Sept. 25, 2017
22.	Stipulation Regarding Testimony of Edward W. Pickering	Sept. 27, 2017
23.	Motion of Randolph Board of Health and Intervenor Town of Randolph to Strike Exhibit 88 (Applicant's Supplemental Vehicle Emissions Study) – DENIED in public hearing on October 10, 2017	Oct. 6, 2017
24.	TLA-Holbrook LLC's Opposition to Randolph Board of Health's Motion to Strike Exhibit 88	Oct. 10, 2017
25.	Scheduling Order (10/12/17)	Oct. 12, 2017
26.	Motion of Randolph Board of Health and Intervenor Town of Randolph for Recusal of Holbrook Board of Health Hearing Chairperson Paul Callinan – NOT ACTED ON in public hearing on October 24, 2017	Oct. 23, 2017
27.	Motion of Randolph Board of Health and Intervenor Town of Randolph to Hold Open the Record of Hearing Pending Production and Designation of Records Responsive to Public Records Request – WITHDRAWN AS MOOT in public hearing on October 24, 2017	Oct. 23, 2017
28.	TLA-Holbrook LLC's Motion to Strike Testimony of William F. Pace, Richard F. Donovan, and Daniel R. Deutsch – DENIED as to Pace and Donovan and DENIED BY AGREEMENT as to Deutsch in public hearing on October 24, 2017	Oct. 23, 2017
29.	Opposition of Randolph Board of Health and Intervenor Town of Randolph TLA-Holbrook LLC's Motion to Strike Testimony of William F. Pace, Richard F. Donovan, and Daniel R. Deutsch	Oct. 24, 2017
30.	[TLA-Holbrook's] Extension of Deadline for Rendering Decision [through 11/3/17]	Oct. 25, 2017

31.	Email ruling on Randolph's oral motion to strike Rebuttal Affidavit of Whitney Hall (Exhibit 95) – GRANTED IN PART (superseding email ruling of 10/27/17)	Oct. 28, 2017
32.	Request of Randolph Board of Health and Intervenor Town of Randolph for Findings of Fact	Oct. 30, 2017
33.	Lynwood Café, Inc. Proposed Findings to Holbrook Board of Health	Oct. 30, 2017
34.	[TLA-Holbrook's] Proposed Site Assignment Decision, with Conditions	Oct. 30, 2017
35.	Lynwood Café, Inc. Proposed Conditions to the Holbrook Board of Health	Nov. 2, 2017
36.	Proposed Conditions Propounded by Randolph Board of Health and Intervenor Town of Randolph	Nov. 2, 2017
37.	TLA-Holbrook LLC's Revised Proposed Conditions	Nov. 2, 2017
38.	[TLA-Holbrook's] Second Extension of Deadline for Rendering Decision [through 11/9/17]	Nov. 2, 2017
Pleadings From Site Assignment Minor Modification Proceeding		
1.	[Randolph's] Motion for Order Requiring Applicant to Supplement Request for Minor Modification of Site Assignment	Sept. 19, 2018
2.	Pre-Hearing Order	Sept. 24, 2018
3.	TLA-Holbrook LLC's Opposition to Randolph's Motion to Supplement TLA's Request for Minor Modification	Sept. 26, 2018
4.	Notice of Appearance (Goldstein and Merrigan for TLA Holbrook, LLC)	Sept. 26, 2018
5.	Connolly's Request to Participate (10-citizen group)	Sept. 26, 2018
6.	Town of Randolph Letter Requests Leave to Intervene as a party	Sept. 27, 2018
7.	Notice of Appearance (Deutsch for Town of Randolph and Randolph Board of Health)	Sept. 27, 2018
8.	Notice of Appearance (Hoffman for Lynwood Café)	Sept. 27, 2018
9.	Lynwood Café Inc.'s Letter Petition to Intervene	Sept. 27, 2018
10.	Order re: Randolph's Motion for Order Requiring Applicant to Supplement Request for Minor Modification of Site Assignment (#1 – DENIED)	Oct. 1, 2018
11.	[Holbrook BOH's] Request to Extend Time to File Prefiled Direct Testimony of Peer Review Expert	Oct. 9, 2018
12.	[Randolph's] Disclosure of Fact Witness	Oct. 9, 2018
13.	TLA-Holbrook LLC's Motion to Include Additional Exhibits	Oct. 11, 2018
14.	Order re: Holbrook BOH's Request to Extend Time to File Pre-filed Direct Testimony of Peer Review Expert (#11 – GRANTED)	Oct. 12, 2018
15.	Order re: TLA-Holbrook LLC's Motion to Include Additional Exhibits (#13 – GRANTED)	Oct. 16, 2018
16.	TLA Holbrook LLC's Notice of Change of Address and Phone Numbers	Oct. 23, 2018
17.	[Randolph's] Motion to Suspend Proceedings and Remand to Massachusetts Department of Environmental Protection	Nov. 5, 2018
18.	Order re: Randolph's Motion to Suspend Proceedings and Remand to	Nov. 7, 2018

	DEP (#17– DENIED)	
19.	TLA-Holbrook LLC’s Second Motion to Include Additional Exhibits	Nov. 19, 2018
20.	[Randolph/Lynwood Café/10-Citizen Group]s’ Opposition to Applicant TLA’s Nov. 19, 2018 Second Motion to Include Additional Exhibits, and, Alternatively, Motion to Modify Hearing Schedule	Nov. 20, 2018
21.	Verbal order at hearing re: TLA-Holbrook LLC’s Second Motion to Include Additional Exhibits (#19 – GRANTED)	Nov. 20, 2018
22.	TLA-Holbrook LLC’s Motion to Limit Evidence to Impacted Siting Criteria	Nov. 27, 2018
23.	TLA-Holbrook LLC’s Motion to Limit Testimony of Richard F. Donovan	Nov. 27, 2018
24.	[Randolph’s] Opposition to Motion of Applicant TLA-Holbrook, LLC to Limit Evidence to Impacted Siting Criteria	Nov. 28, 2018
25.	[Randolph’s] Opposition to TLA-Holbrook, LLC’s Motion to Limit Testimony of Richard F. Donovan	Nov. 28, 2018
26.	Order re: TLA-Holbrook’s Motion to Limit Evidence to Impacted Siting Criteria (#24 – DENIED)	Nov. 29, 2018
27.	Order re: TLA-Holbrook’s Motion to Limit Testimony of Richard F. Donovan (#25 – DENIED WITHOUT PREJUDICE)	Nov. 29, 2018
28.	TLA-Holbrook LLC’s Motion to Strike Testimony of Robert Woodland	Nov. 29, 2018
29.	Verbal order at hearing re: TLA-Holbrook LLC’s Motion to Strike Testimony of Robert Woodland (#28 – DENIED)	Nov. 29, 2018
30.	Lynwood Café, Inc. Proposed Findings	Dec. 4, 2018
31.	[Randolph]’s Request for Findings of Fact (redlined (signed) and clean)	Dec. 4, 2018
32.	TLA’s Proposed Decision on Minor Modification of Site Assignment	Dec. 4, 2018
33.	[TLA’s] [Proposed] Decision on Minor Modification of Site Assignment (revised)	Dec. 13, 2018
34.	[TLA’s] [Proposed] Decision on Minor Modification of Site Assignment (revised)	Dec. 26, 2018
35.	[TLA’s] [Proposed] Decision on Minor Modification of Site Assignment (revised)	Dec. 27, 2018
36.	[TLA’s] Extension of Deadline for Rendering Decision	Jan. 2, 2019

The following proposed exhibits, though part of the record under 310 CMR 16.20(10)(j), are not documents on which the Board may rely in making its decision under 310 CMR 16.20(10)(k)(2).

Exhibits proposed during the Original Site Assignment proceeding but not admitted in evidence		
No.	Document	Proponent
A	Photographs of Mill Street weight limit sign (5)	Randolph
B	Defendant TLA-Holbrook LLC's Response to Plaintiff's First Set of Interrogatories (pp. 1, 16-17 and 31) in <i>McNamara v. TLA-Holbrook LLC, et al.</i> (Land Court, Case No. 10 MISC 436620)	Randolph
C	Excerpts of Transcript of Deposition of John Walsh dated August 1, 2012 (pp. 1, 20-37 and 202), in <i>McNamara v. TLA-Holbrook LLC, et al.</i> (Land Court, Case No. 10 MISC 436620)	Randolph
D	Excerpts of Transcript of Deposition of John Walsh dated August 2, 2012 (pp. 1, 20-37 and 202), in <i>McNamara v. TLA-Holbrook LLC, et al.</i> (Land Court, Case No. 10 MISC 436620)	Randolph
G	Holbrook Sun article dated February 16, 2007	10-Citizen Group
H	Everything Holbrook Facebook page (July 9, 2014)	10-Citizen Group
I	Photo 85 Abington Avenue, Holbrook (September 3, 2017)	10-Citizen Group
J	Robert Austin/Vincent Barletta – Northeastern Connections	10-Citizen Group
K	TetraTech letter reviewing Paré report	Hearing Officer
N	Tri-Town Water Board minutes (April 6, 2017 and other dates) and related documents	Randolph

Note: Proposed Exhibits E, F, L and M were admitted in evidence as Exhibits 77, 78, 81 and 82.

EXHIBIT 4

Bk 38737 P281 #141442
12-14-2020 @ 03:44P

**STIPULATION REGARDING PLANNING BOARD CONDITIONS
FOR TLA-HOLBROOK LLC PROJECT**

In order to resolve outstanding litigation regarding the application for Site Plan Approval of TLA-Holbrook LLC and the Holbrook Planning Board's September 23, 2019 decision on that application, including the Norfolk Superior Court's October 16, 2020 decision that Site Plan Approval was constructively granted, the Applicant and the Planning Board hereby agree and stipulate as follows:

DEFINITIONS

TOWN CLERK

1. The Stipulation shall mean this document. NOV 12 AM 9:56 '20
2. Site Plans means the set of site plans listed at Exhibit 1 and attached as Exhibit 2. HOLBROOK
3. The Property and the Site means the properties located at 1, 3, and 6 Phillips Road, Holbrook, Massachusetts (Assessor's Map 19, Plot No. 2, 3, and 12).
4. The Project and the Facility means a 1,000-ton-per-day municipal solid waste transfer station proposed to be constructed and operated at the Property.
5. TLA-Holbrook or the Applicant means TLA-Holbrook LLC, the applicant for Site Plan Approval for the Project.

GENERAL CONDITIONS

6. The Applicant will obtain required approvals from the Holbrook Department of Public Works and/or any other designated regulatory authority for the connection of any drainage pipes to existing town systems, any required curb cuts, street signage, design of sanitary sewer connections, or other public works improvements.
7. The Applicant shall comply with all lawful federal, state, and local building codes, zoning by-laws, Holbrook Board of Health regulations, environmental codes and regulations, police, fire, and public safety requirements and laws, and any other legal regulations, rules, laws and/or conditions of operation, except as may be modified by the Holbrook Zoning Board of Appeal, a final decision from a court of competent jurisdiction, or the Site Assignment.
8. The Project shall be constructed and used in accordance with the Site Plans.
9. All site and construction work shall commence within two (2) years and be completed within three (3) years of the later of (1) entry of a stipulation or agreement memorializing these conditions or (2) the termination of any appeals to the Superior or Land Court, Appeals Court, or Supreme Judicial Court of the Planning Board's Site Plan Approval decision dated September 23, 2019. Extensions of this completion time may be granted by a majority vote of the Planning Board upon petition by the Applicant, without any further public hearings and notices.

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

CERTIFY

William P. O'Donnell
WILLIAM P. O'DONNELL, REGISTER

44

**STIPULATION REGARDING PLANNING BOARD CONDITIONS
FOR TLA-HOLBROOK LLC PROJECT**

In order to resolve outstanding litigation regarding the application for Site Plan Approval of TLA-Holbrook LLC and the Holbrook Planning Board's September 23, 2019 decision on that application, including the Norfolk Superior Court's October 16, 2020 decision that Site Plan Approval was constructively granted, the Applicant and the Planning Board hereby agree and stipulate as follows:

DEFINITIONS

1. The Stipulation shall mean this document.
2. Site Plans means the set of site plans listed at Exhibit 1 and attached as Exhibit 2.
3. The Property and the Site means the properties located at 1, 3, and 6 Phillips Road, Holbrook, Massachusetts (Assessor's Map 19, Plot No. 2, 3, and 12).
4. The Project and the Facility means a 1,000-ton-per-day municipal solid waste transfer station proposed to be constructed and operated at the Property.
5. TLA-Holbrook or the Applicant means TLA-Holbrook LLC, the applicant for Site Plan Approval for the Project.

GENERAL CONDITIONS

6. The Applicant will obtain required approvals from the Holbrook Department of Public Works and/or any other designated regulatory authority for the connection of any drainage pipes to existing town systems, any required curb cuts, street signage, design of sanitary sewer connections, or other public works improvements.
7. The Applicant shall comply with all lawful federal, state, and local building codes, zoning by-laws, Holbrook Board of Health regulations, environmental codes and regulations, police, fire, and public safety requirements and laws, and any other legal regulations, rules, laws and/or conditions of operation, except as may be modified by the Holbrook Zoning Board of Appeal, a final decision from a court of competent jurisdiction, or the Site Assignment.
8. The Project shall be constructed and used in accordance with the Site Plans.
9. All site and construction work shall commence within two (2) years and be completed within three (3) years of the later of (1) entry of a stipulation or agreement memorializing these conditions or (2) the termination of any appeals to the Superior or Land Court, Appeals Court, or Supreme Judicial Court of the Planning Board's Site Plan Approval decision dated September 23, 2019. Extensions of this completion time may be granted by a majority vote of the Planning Board upon petition by the Applicant, without any further public hearings and notices.

10. No hazardous material, as defined in Holbrook General Bylaw Section 5-12, shall be accepted for disposal or stored on the Property unless in full compliance with applicable federal, state and/or local regulations.
11. There shall be no post-development increase in the quantity of or decrease in the quality of water runoff from the Property.
12. Erosion control measures shall be installed prior to earthwork activity.
13. The Property shall be landscaped in accordance with the Plans. Additionally, the Applicant shall be responsible for maintaining the appearance of the landscaping in accordance with the approved plans.
14. A copy of this Stipulation shall be filed with the Holbrook Town Clerk and Holbrook Building Inspector.
15. All signs and lights shall comply with Section 8 of the Holbrook Zoning By-law, except as varied by the Holbrook Zoning Board of Appeals or a final decision of a court of competent jurisdiction, as the case may be.
16. Any change of use shall comply with the Holbrook Zoning By-law.
17. All exterior lighting shall illuminate the Property only. No lighting shall cause nuisance or inconvenience to adjacent properties or ways.
18. The Applicant will comply with the requirements of the Construction Pollution Prevention Plan (CPPP) and Long-Term Pollution Prevention Plan (LTPPP) submitted to the Board.
19. Signs at the Site shall not distract from the proposed buildings, nearby properties, the remainder of the neighborhood, or the design character of Holbrook, should reflect the scale and character of the structure or site and its surroundings, and should simply and clearly identify individual establishments, buildings, locations, and uses.
20. The Applicant shall operate this Facility in compliance with all applicable federal, state, and local laws, regulations, and ordinances in effect, as amended.
21. Upon completion of this Project, the Applicant shall furnish to the Planning Board, Building Inspector, and Conservation Commission a complete set of "AS-BUILT" plans, which shall detail any changes or deviations from the approved plan as dated above with result from field changes or approved modifications. Substantial deviations, upon public property, shall not be allowed except with prior written approval of the Planning Board after public meeting on that matter.
22. The Applicant hereby grants the Town of Holbrook its successors, assigns, agents, contractors, and employees, a non-exclusive right and easement to enter the Property in a safe manner upon reasonable notice for the purposes of inspecting, constructing, maintaining, and/or repairing public improvements necessary for the public health/safety.

23. This Stipulation shall be recorded in the Norfolk County Registry of Deeds within 30 days of it becoming effective and proof of such recording shall be promptly provided to the Planning Board.
24. In the event that any of the provisions, portions, or applications of this Stipulation are held to be unenforceable or invalid by any court of competent jurisdiction, the Planning Board and the Applicant shall negotiate an equitable adjustment in these conditions with a view for effecting the purpose of this Approval, and the validity and enforceability of the remaining provisions or applications thereof shall not be constrained or affected thereby.

SPECIAL CONDITIONS

25. At any time after the Applicant receives its Authorization to Construct and Operate from MassDEP and at the written request of the Holbrook Department of Public Works, the Applicant shall stripe the edges and centerlines of the roadways shown on the survey plan titled "Site Plan Existing Conditions Water Street Holbrook Mass." by Neponset Valley Survey Assoc., Inc. dated June 3, 2010 one time, with all future maintenance of the roadways, including the striping thereon, being the responsibility of the Town.
26. The Applicant shall work with the Holbrook Fire Chief and Building Commissioner to provide emergency personnel the ability to open one of the large access doors to the Facility when the Facility is not in operation.
27. To the maximum extent practicable, the Applicant shall not cause spilled liquids from vehicles on the Site to enter the stormwater or public stormwater management systems at the Site and shall not use a "hosing-down" procedure in any area outside the building in the clean-up of any hazardous materials outside the Facility.
28. The Applicant shall maintain on premises a medical supply kit so as to immediately treat hazardous and reactive wastes accidents and other types of accidents associated with the handling of municipal wastes. The Applicant shall arrange for a certified medical group, similar to the American Red Cross, or equal, to conduct a First Aid Training Course to all employees located at the Facility, on an annual basis.
29. In the event the Applicant chooses to separate items classified as bulky wastes (i.e., refrigerators, furniture, pallets, bicycles, etc.), they shall be segregated in a designated roll-off container in a location away from traffic and combustibles and not viewable from public areas off the Property and shall be removed within a reasonable time.
30. All plants listed on the "Riverfront Restoration and Landscaping Plan" shall be guaranteed or replaced for one year from planting, and shall be manicured and maintained on a continuing and yearly basis so as to present a clean, aesthetically-pleasing, appearance.
31. All roads and drives on the Property shall remain unobstructed and passable by emergency vehicles at all times, even when the Facility is not in operation.

32. The Applicant shall instruct drivers on dumping violations, unacceptance of hazardous material, proper and safe procedures for depositing material, and safe driver practice throughout the Property prior to allowing vehicles carrying waste into Facility. Non-compliant vehicles will be rejected. Vehicles leaving the Site will be inspected to prevent liquids from leaking and cleaned to prevent loose materials from exiting vehicles.
33. The outside areas of the Facility shall be left in a neat and clean fashion on a nightly basis, except during emergencies.
34. The name and phone number of a responsible individual from the Applicant shall be provided to Holbrook Police and Fire Department in the event of a problem or emergency. The Police and Fire Departments telephone numbers shall be posted in a visible location at the entrances the Facility.
35. The Applicant shall provide a performance bond or guarantee, in an amount to be determined in consultation with the Building Inspector, endorsable by the Town of Holbrook only, to ensure the proper and timely completion of all work, if any, in a public way and any public easement, performed in connection with this Special Permit. Said performance guarantee shall be delivered to the Planning Board for filing with the Town Treasurer and shall be promptly terminated and returned to the Applicant upon written request and satisfactory completion of the work covered by the performance bond or guarantee.
36. The Applicant shall make best efforts to close doors to the Facility as much as practicable consistent with operations of the Facility.
37. The Applicant will use best efforts with the Town of Holbrook to remove vegetation currently obstructing sight distance at the Phillips Road and Mear Road intersection. If those efforts are unsuccessful, the Applicant will install All-Way STOP control at the intersection. All efforts will be conducted prior to the issuance of a Certificate of Occupancy for the project.
38. The Applicant will install a missing backplate and repair all malfunctioning signal equipment at the Union Street, Water Street, and Centre Street intersection and return it to a coordinated state of operations. The Applicant will also reapply faded pavement markings for the crosswalks and stop bars at the intersection. These measures will be completed prior to the issuance of a Certificate of Occupancy for the project.

ADDITIONAL RELIEF GRANTED

39. The Planning Board grants the Applicant permission to (1) locate 15 parking spaces on 1 Phillips Road, (2) reduce the front-yard setback to 30.5 feet, and (3) waive the prohibition against curb cuts in excess of 24 feet.

THE HOLBROOK PLANNING BOARD



Christopher Golden, Chairman

11/10/2020

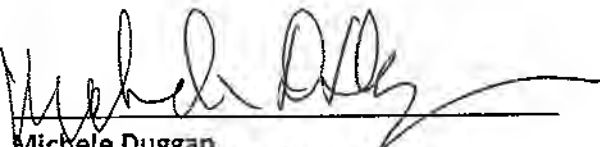
DATE



Richard Monahan

11/10/20

DATE



Michele Duggan

11-10-2020

DATE



Brian Donovan

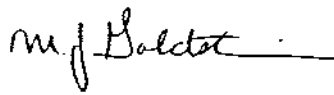
11/10/2020

DATE

Paul Anastasio

DATE

TLA-HOLBROOK LLC



November 11, 2020

DATE

Norfolk, ss.
December 3, 2020

I, Jeanmarie Tarara, Town Clerk of Holbrook, hereby certify that the notice of approval of this plan by the Planning Board has been received in this office and that no appeal was received in the twenty days next after such receipt and recording of said notice.

A true copy, Attest: 
Jeanmarie Tarara
Town Clerk



EXHIBIT 1

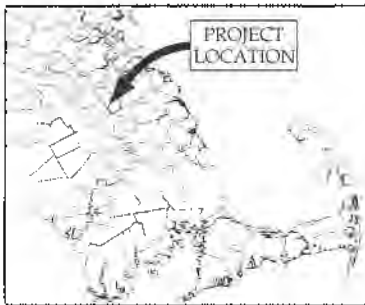
SITE PLAN INDEX

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2. Sheet G-2: Notes and Legend (April 22, 2019)
3. Sheet EX-1: Existing Conditions Sheet 1 of 2 (April 22, 2019)
4. Sheet EX-2: Existing Conditions Sheet 2 of 2 (April 22, 2019)
5. Sheet EX-3: Resource Areas Sheet 1 of 2 (April 22, 2019)
6. Sheet EX-4: Resource Areas Sheet 2 of 2 (April 22, 2019)
7. Sheet EX-5: Property Owners Within 300 Feet of Site (April 22, 2019)
8. Sheet C-1: Erosion Control & Site Preparation (April 22, 2019)
9. Sheet C-2: Proposed Conditions Sheet 1 of 2 (April 22, 2019)
10. Sheet C-3: Proposed Conditions Sheet 2 of 2 (April 22, 2019)
11. Sheet C-4: Drainage Plan (April 22, 2019)
12. Sheet C-5: Utility Plan (April 22, 2019)
13. Sheet C-6: Lighting Plan (April 22, 2019)
14. Sheet C-7: Parking, Signage and Markings Plan (April 22, 2019)
15. Sheet C-8: Wetland Replication Plan (April 22, 2019)
16. Sheet C-9: Wetland Replication Detail Area 1 (April 22, 2019)
17. Sheet C-10: Wetland Replication Detail Areas 2 & 3 (April 22, 2019)
18. Sheet C-11: Existing Riverfront Area Impact Plan (April 22, 2019)
19. Sheet C-12: Proposed Riverfront Area Impact Plan (April 22, 2019)
20. Sheet C-13: Riverfront Restoration and Landscaping Plan (April 22, 2019)
21. Sheet C-14: Compensatory Flood Storage Plan (April 22, 2019)
22. Sheet C-15: Ecological Restoration Plan (October 11, 2019)
23. Sheet D-1: Details 1 (April 22, 2019)
24. Sheet D-2: Details 2 (April 22, 2019)
25. Sheet D-3: Details 3 (April 22, 2019)
26. Sheet D-4: Details 4 (April 22, 2019)
27. Sheet D-5: Details 5 (April 22, 2019)
28. Sheet D-6: Details 6 (April 22, 2019)
29. Sheet D-7: Details 7 (April 22, 2019)
30. Sheet D-8: Details 8 (April 22, 2019)
31. Sheet D-9: Details 9 (April 22, 2019)
32. Sheet T-1: Truck Traffic (WB-62) Pattern Plan (April 22, 2019)
33. Sheet T-2: Truck Traffic (WB-67) Pattern Plan (April 22, 2019)
34. Sheet A-1: Floor Plan (April 22, 2019)
35. Sheet A-2: Elevations (April 22, 2019)
36. Sheet A-3: Elevations – Color Copy (April 22, 2019)

EXHIBIT 2

SITE PLANS

**TLA - HOLBROOK LLC TRANSFER STATION
3 & 6 PHILLIPS ROAD
HOLBROOK, MASSACHUSETTS
PERMITTING PLANS**



VICINITY MAP
NOT TO SCALE



USGS TOPOGRAPHIC MAP
1:25,000



LOCATION MAP
1"=400'

**APRIL 22, 2019
REVISED JULY 12, 2019
REVISED JULY 31, 2019
REVISED OCTOBER 11, 2019
REVISED MARCH 16, 2020
REVISED MAY 13, 2020**

APPLICANT:
TLA - HOLBROOK LLC
40 Shawmut Road
Canton, MA 02021

PREPARED BY:

Green Seal Environmental, Inc.
114 State Road, Building B
Sagamore Beach, MA 02562
Tel: (508) 868-6034
Fax: (508) 898-1500
www.gseenv.com



Laura Bucay MASSACHUSETTS P.E.
GREEN SEAL ENVIRONMENTAL, INC.

LIST OF DRAWINGS

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PLAN REFERENCES

- 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, 2013 EDITION, WITH THE LATEST SUPPLEMENTS THEREON, AS APPLICABLE.
- 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, 2013 EDITION, WITH THE LATEST SUPPLEMENTS THEREON, AS APPLICABLE.
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GENERAL CONSTRUCTION NOTES

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GENERAL GRADING AND DRAINAGE NOTES

- 1. ALL GRADING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, 2013 EDITION, WITH THE LATEST SUPPLEMENTS THEREON, AS APPLICABLE.
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STORMWATER FACILITY OPERATION & MAINTENANCE

- 1. THE OPERATOR SHALL BE RESPONSIBLE FOR THE PROPER OPERATION AND MAINTENANCE OF ALL STORMWATER FACILITIES.
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ENVIRONMENTAL - EROSION & SEDIMENT CONTROL NOTES

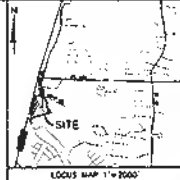
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BASIC CONSTRUCTION SEQUENCE

- 1. THE CONSTRUCTION SEQUENCE SHALL BE AS FOLLOWS:
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- 8. THE CONSTRUCTION SEQUENCE SHALL BE AS FOLLOWS:
- 9. THE CONSTRUCTION SEQUENCE SHALL BE AS FOLLOWS:
- 10. THE CONSTRUCTION SEQUENCE SHALL BE AS FOLLOWS:

LIST OF OWNERS

- 1. OWNER: TLA - HOLBROOK LLC
- 2. OWNER: TLA - HOLBROOK LLC
- 3. OWNER: TLA - HOLBROOK LLC
- 4. OWNER: TLA - HOLBROOK LLC
- 5. OWNER: TLA - HOLBROOK LLC



Green Seal Environmental Inc.
114 State Road, Franklin D.
Mansfield, MA 01946
Tel: 508-885-1144
Fax: 508-885-1145
www.green-seal.com

Green Seal Environmental Inc.
114 State Road, Franklin D.
Mansfield, MA 01946
Tel: 508-885-1144
Fax: 508-885-1145
www.green-seal.com

LEGEND

EXISTING	PROPOSED
1. 12" ASPHALT DRIVEWAY	1. 12" ASPHALT DRIVEWAY
2. 12" ASPHALT DRIVEWAY	2. 12" ASPHALT DRIVEWAY
3. 12" ASPHALT DRIVEWAY	3. 12" ASPHALT DRIVEWAY
4. 12" ASPHALT DRIVEWAY	4. 12" ASPHALT DRIVEWAY
5. 12" ASPHALT DRIVEWAY	5. 12" ASPHALT DRIVEWAY
6. 12" ASPHALT DRIVEWAY	6. 12" ASPHALT DRIVEWAY
7. 12" ASPHALT DRIVEWAY	7. 12" ASPHALT DRIVEWAY
8. 12" ASPHALT DRIVEWAY	8. 12" ASPHALT DRIVEWAY
9. 12" ASPHALT DRIVEWAY	9. 12" ASPHALT DRIVEWAY
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11. 12" ASPHALT DRIVEWAY	11. 12" ASPHALT DRIVEWAY
12. 12" ASPHALT DRIVEWAY	12. 12" ASPHALT DRIVEWAY
13. 12" ASPHALT DRIVEWAY	13. 12" ASPHALT DRIVEWAY
14. 12" ASPHALT DRIVEWAY	14. 12" ASPHALT DRIVEWAY
15. 12" ASPHALT DRIVEWAY	15. 12" ASPHALT DRIVEWAY
16. 12" ASPHALT DRIVEWAY	16. 12" ASPHALT DRIVEWAY
17. 12" ASPHALT DRIVEWAY	17. 12" ASPHALT DRIVEWAY
18. 12" ASPHALT DRIVEWAY	18. 12" ASPHALT DRIVEWAY
19. 12" ASPHALT DRIVEWAY	19. 12" ASPHALT DRIVEWAY
20. 12" ASPHALT DRIVEWAY	20. 12" ASPHALT DRIVEWAY

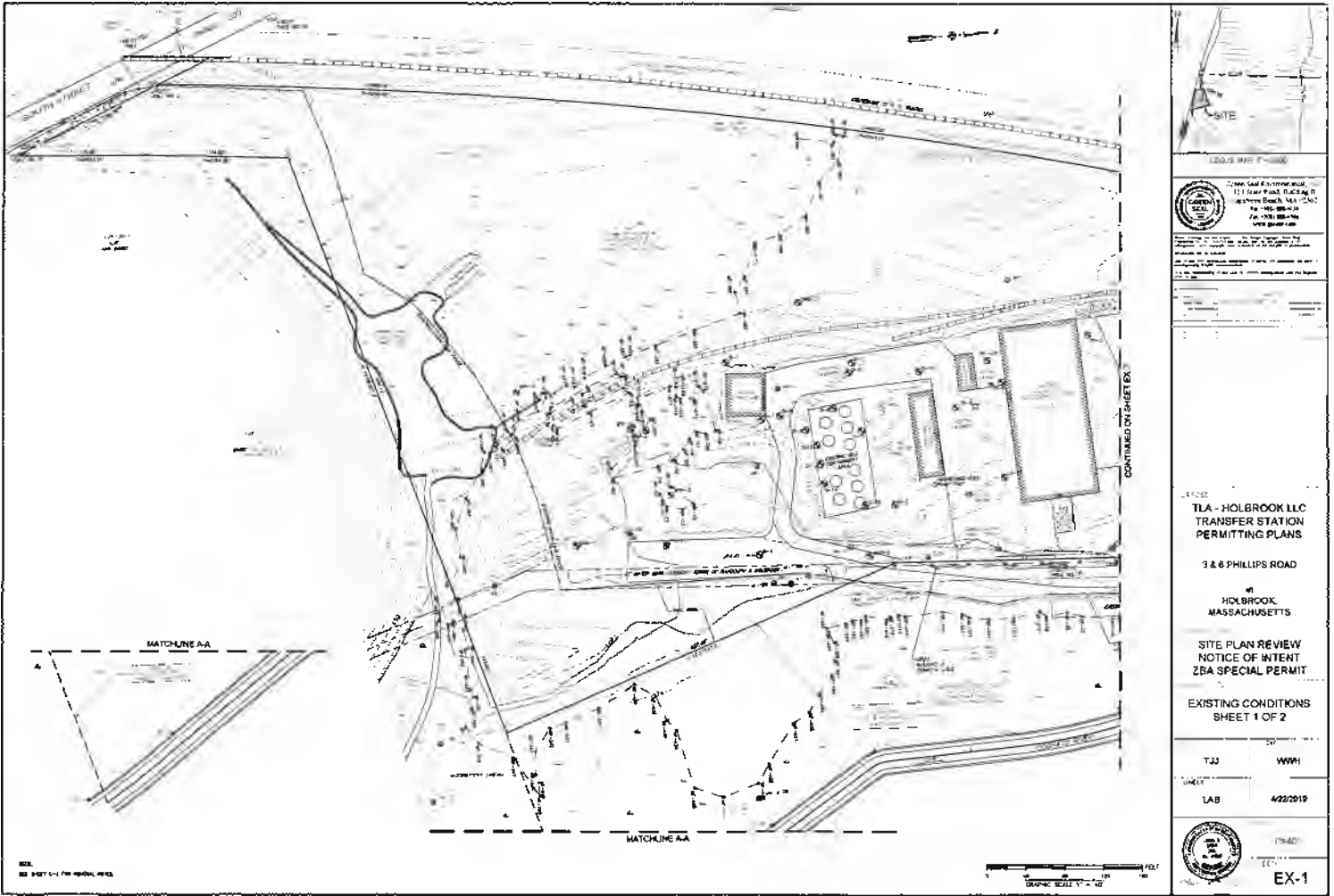
**TLA - HOLBROOK LLC
TRANSFER STATION
PERMITTING PLANS**

3 & 8 PHILLIPS ROAD
HOLBROOK,
MASSACHUSETTS

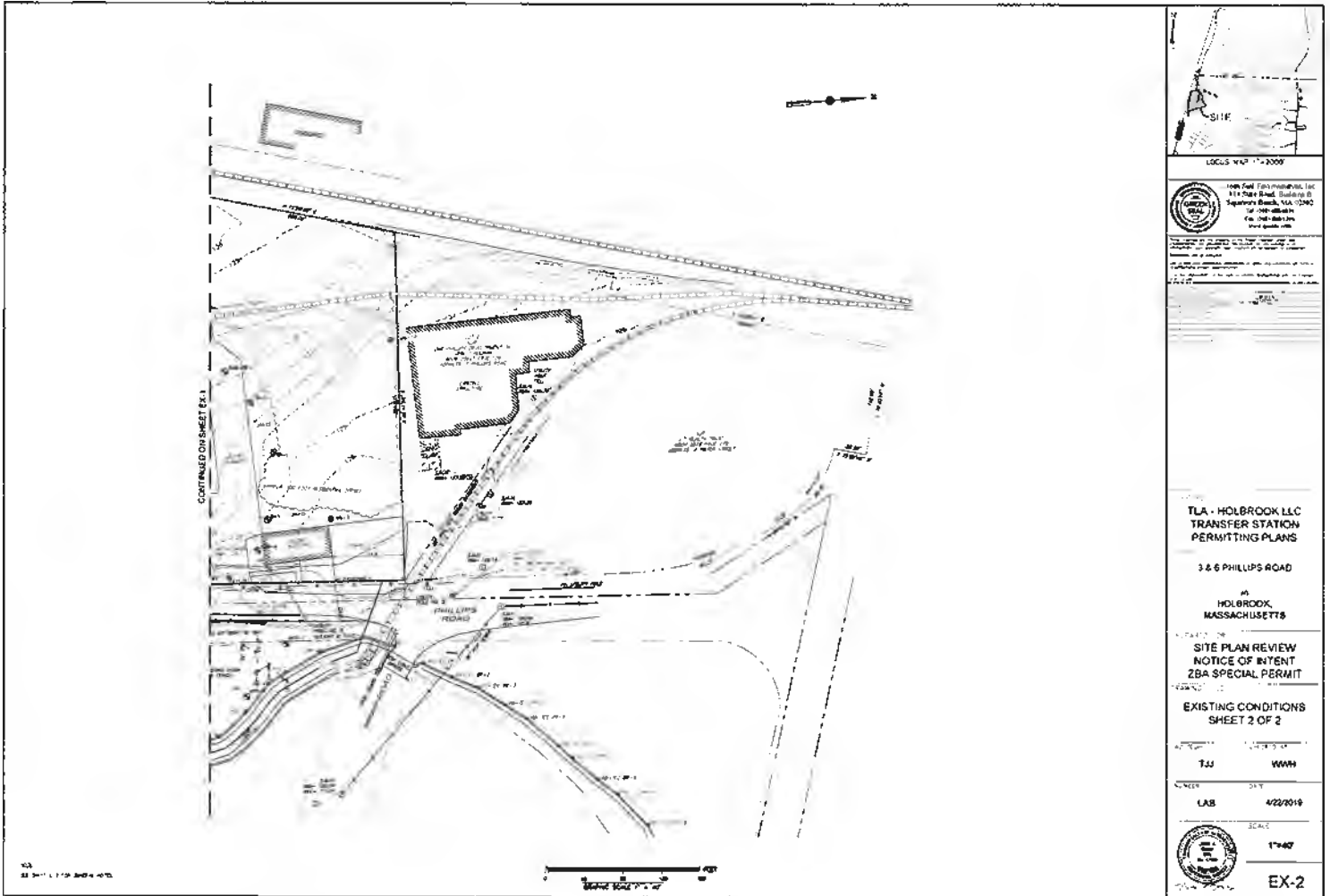
**SITE PLAN REVIEW
NOTICE OF INTENT
ZBA SPECIAL PERMIT**

NOTES AND LEGEND

TJU	WWW
LAB	4/22/2019
NTS	
G-2	



PROJECT TLA - HOLBROOK LLC TRANSFER STATION PERMITTING PLANS	
3 & 6 PHILLIPS ROAD HOLBROOK, MASSACHUSETTS	
SITE PLAN REVIEW NOTICE OF INTENT ZBA SPECIAL PERMIT	
DESIGNED BY TJL	DATE LAB
DRAWN BY WWH	DATE 4/22/2019
EX-1	



LOGS MAP 1"=2000'


 Thomas J. Johnson, Inc.
 111 State Street, Suite 200
 Squamport, MA 01942
 Tel: 508-885-4444
 Fax: 508-885-4444
 www.tjj.com

TLA - HOLBROOK LLC
TRANSFER STATION
PERMITTING PLANS

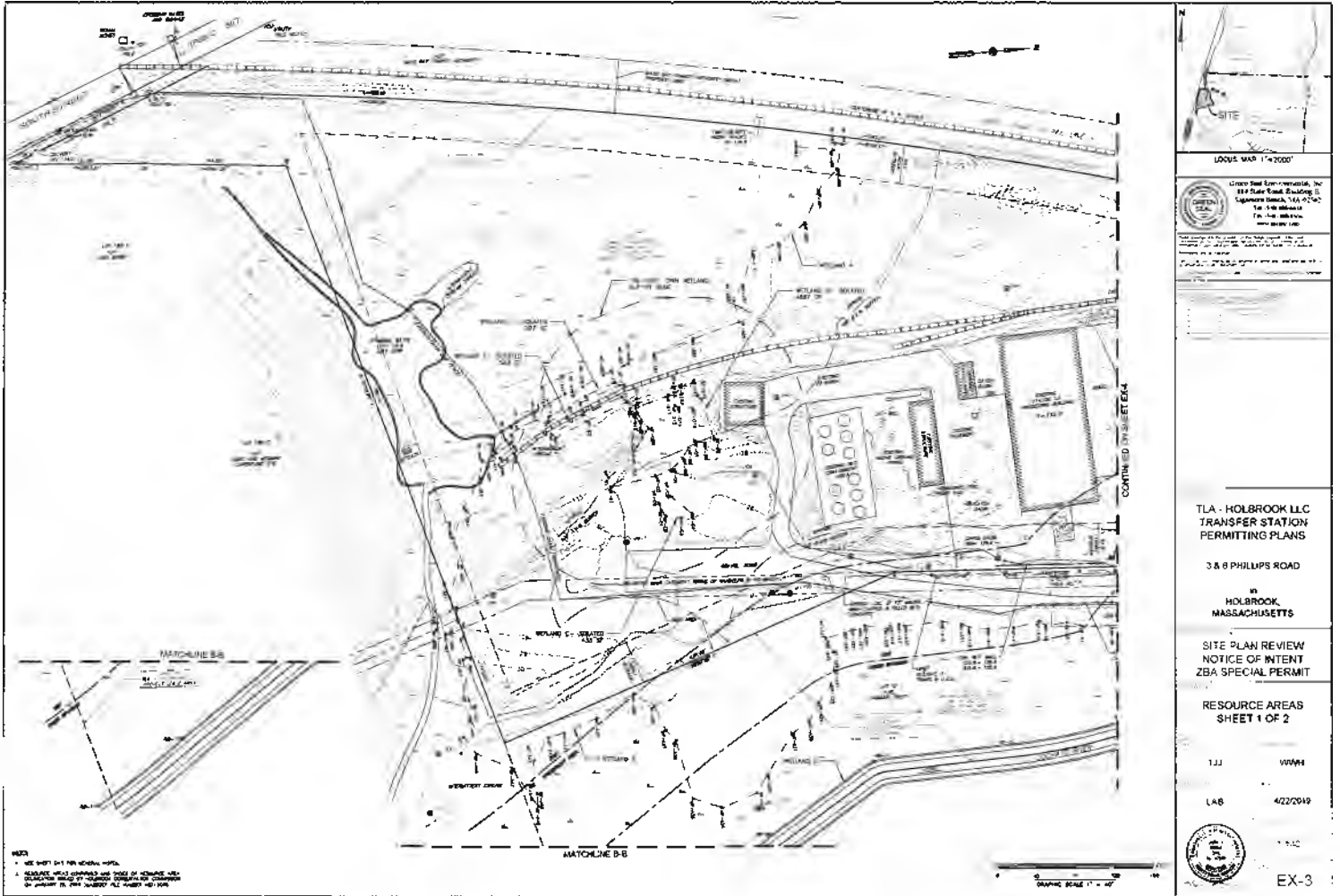
 3 & 6 PHILLIPS ROAD
 IN
 HOLBROOK,
 MASSACHUSETTS

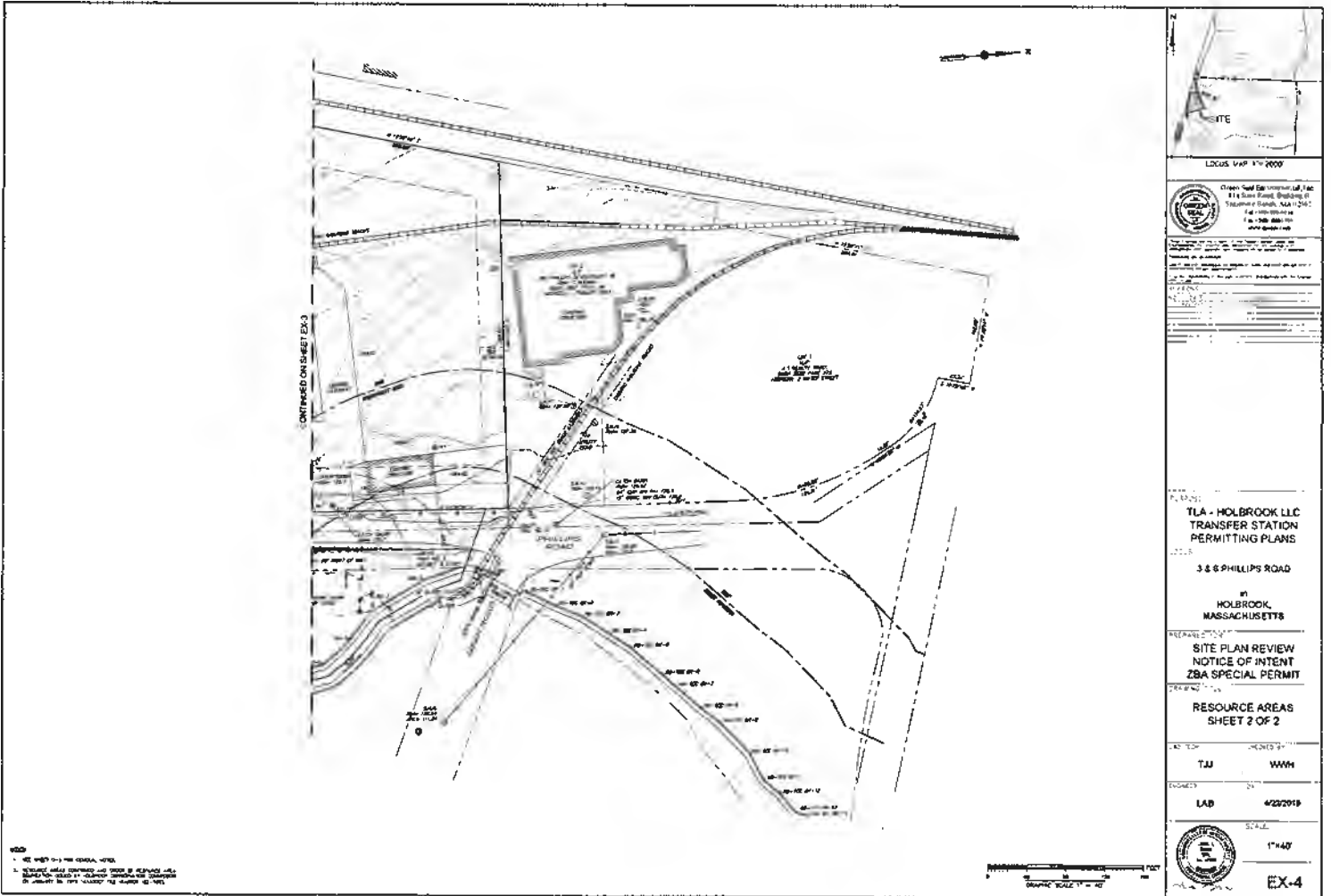
PREPARED BY
SITE PLAN REVIEW
NOTICE OF INTENT
ZBA SPECIAL PERMIT
 EXISTING CONDITIONS
 SHEET 2 OF 2

DATE	DATE
TJJ	WWH

DATE	DATE
LAB	4/22/2019


 SCALE: 1"=40'
EX-2





1000
 1. ALL RIGHTS RESERVED BY THE ENGINEER.
 2. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

LOCUS MAP 110 2000

Green Seal Engineering LLC
 114 State Street, Building 10
 Taunton, MA 01962
 Tel: 508-885-1100
 Fax: 508-885-1101

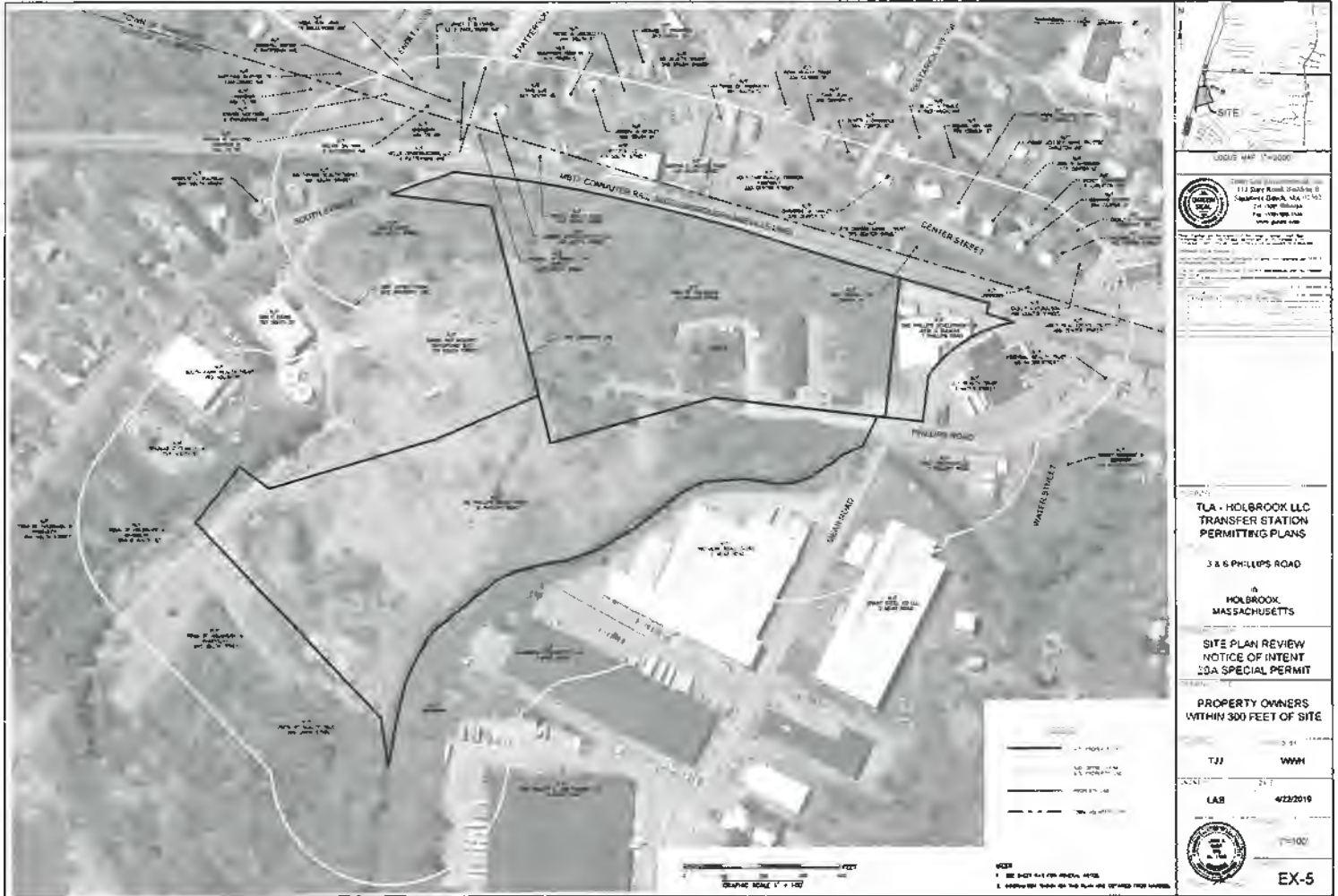
PREPARED BY: TLA - HOLBROOK LLC
 PROJECT: TRANSFER STATION PERMITTING PLANS
 SHEET: 3 & S PHILLIPS ROAD
 IN HOLBROOK, MASSACHUSETTS

PREPARED FOR: SITE PLAN REVIEW
 NOTICE OF INTENT
 ZBA SPECIAL PERMIT

RESOURCE AREAS
 SHEET 2 OF 2

DATE: 01/20/2025
 DRAWN BY: TJJ WWH
 CHECKED BY: LAB 4/22/2019
 SCALE: 1"=40'

EX-4



LOGIC MAP 1:10000

City of Holbrook
 111 Day Road, South 8
 Square, Holbrook, MA 01532
 Tel: 407-888-8888
 Fax: 407-888-8888
 www.cityofholbrook.com

**TLA - HOLBROOK LLC
 TRANSFER STATION
 PERMITTING PLANS**

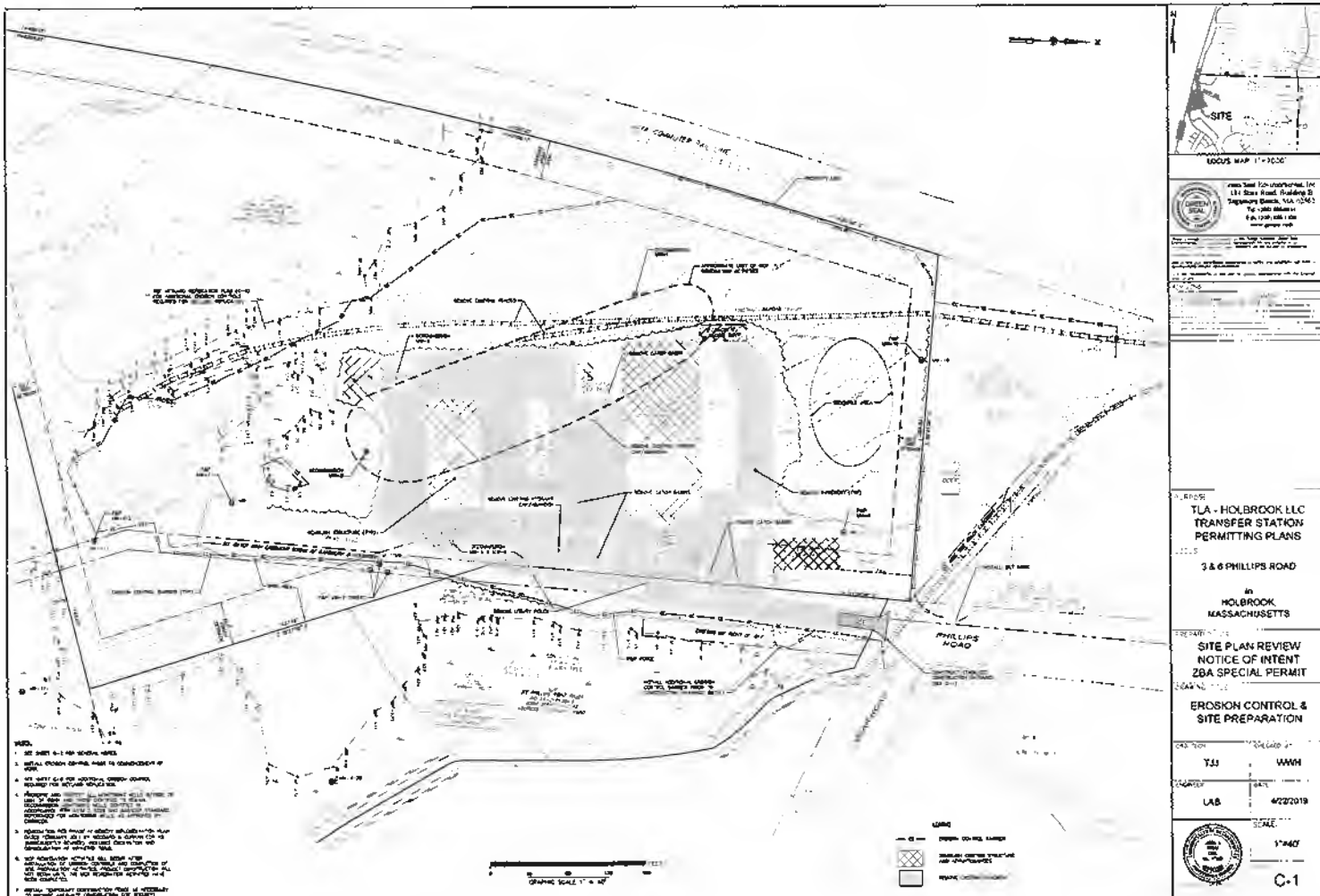
**3 & 6 PHILLIPS ROAD
 HOLBROOK,
 MASSACHUSETTS**

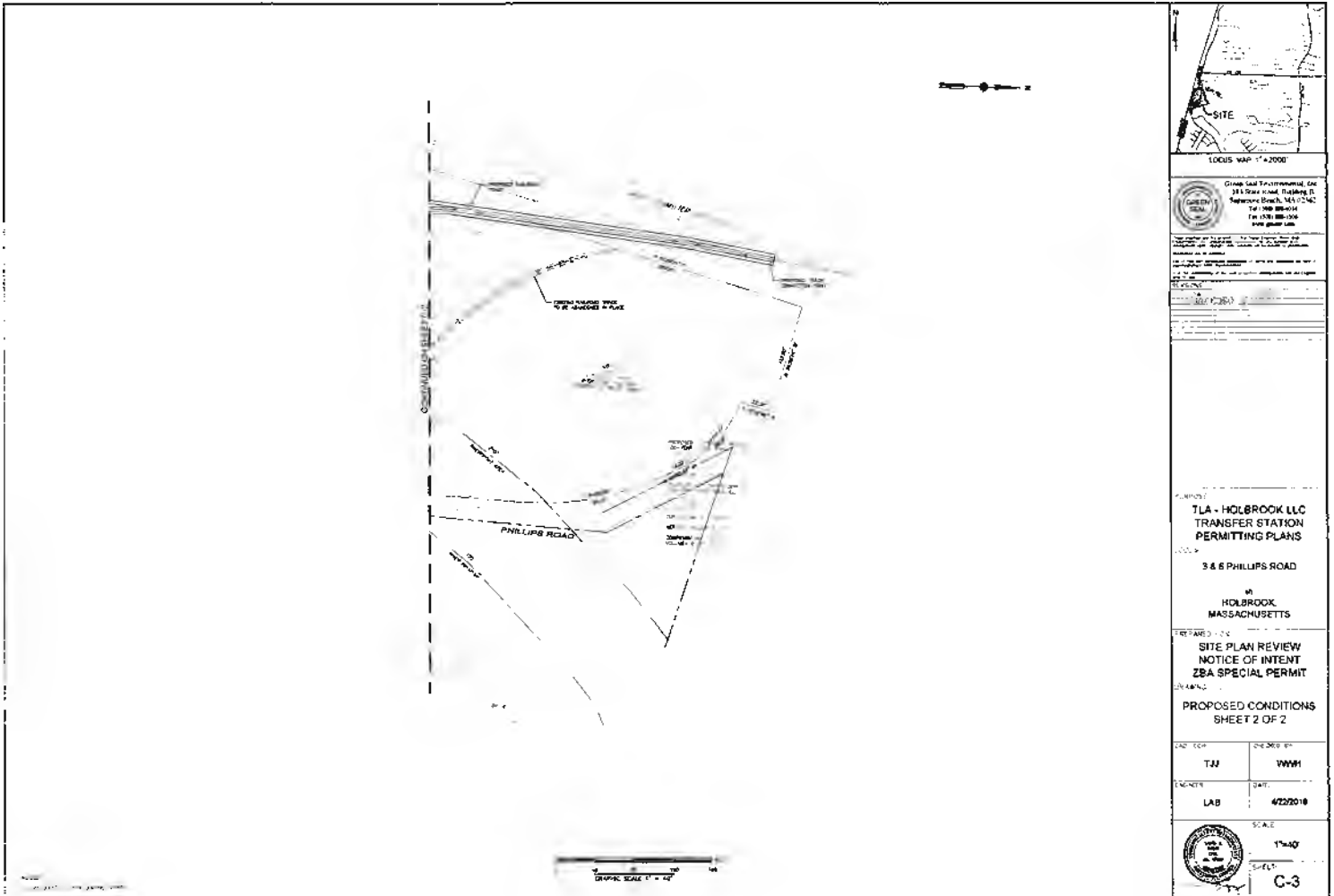
**SITE PLAN REVIEW
 NOTICE OF INTENT
 FOR A SPECIAL PERMIT**

**PROPERTY OWNERS
 WITHIN 300 FEET OF SITE**

OWNER	3-11
TJJ	WHH
OWNER	3-11
LAB	4/23/2019
OWNER	3-11

EX-5





LOCUS MAP 1"=2000

Grass Gal Environmental, Inc.
 281 State Street, Building B
 Needham Heights, MA 02462
 Tel: 781 855-0144
 Fax: 781 855-0146
 www.grassgal.com

PROJECT NO. 2018-001
 SHEET NO. C-3

CLIENT:
TLA - HOLBROOK LLC
TRANSFER STATION
PERMITTING PLANS

LOCATION:
3 & 6 PHILLIPS ROAD
 IN
HOLBROOK,
MASSACHUSETTS

PREPARED BY:
SITE PLAN REVIEW
NOTICE OF INTENT
ZBA SPECIAL PERMIT

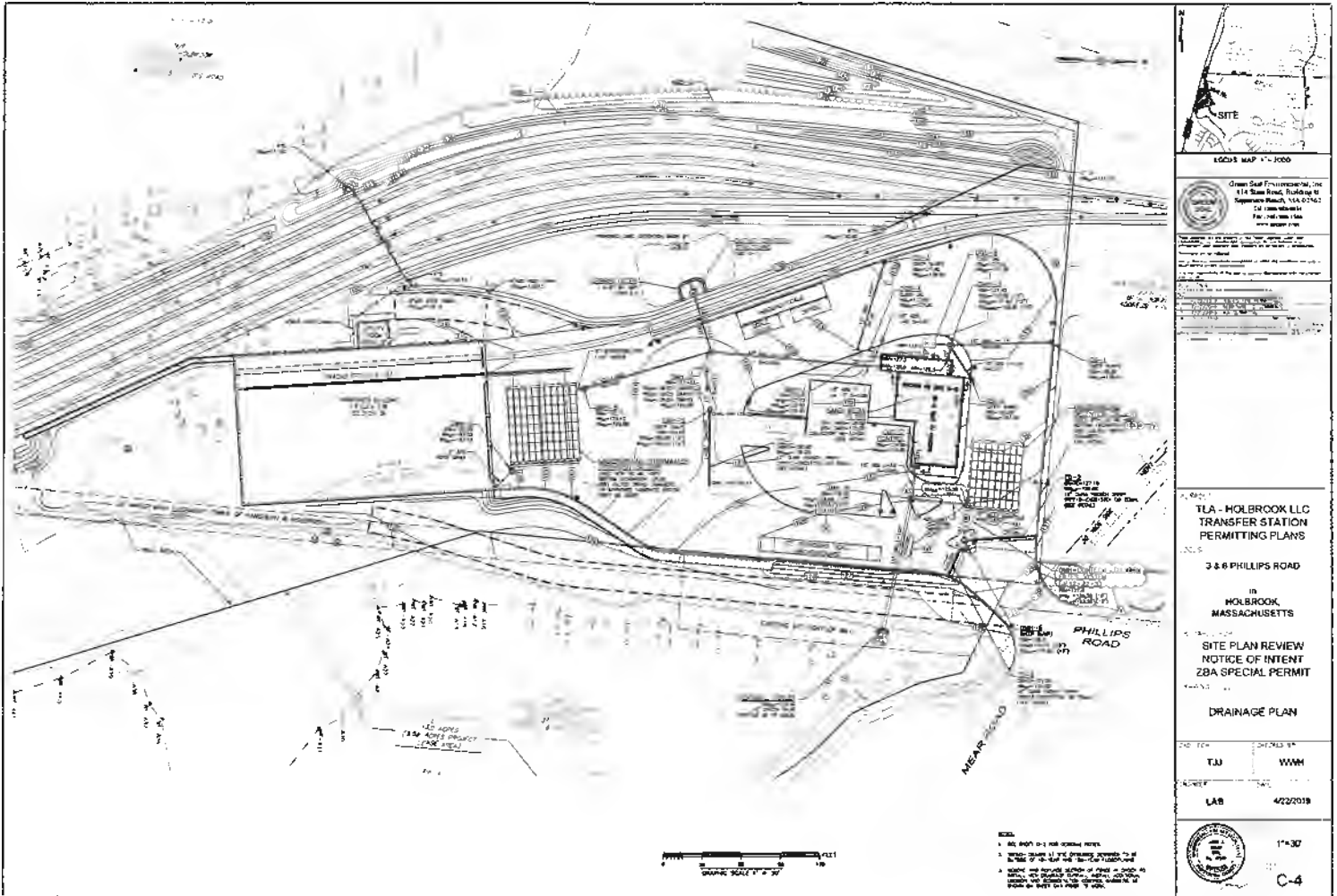
DRAWING:
PROPOSED CONDITIONS
SHEET 2 OF 2

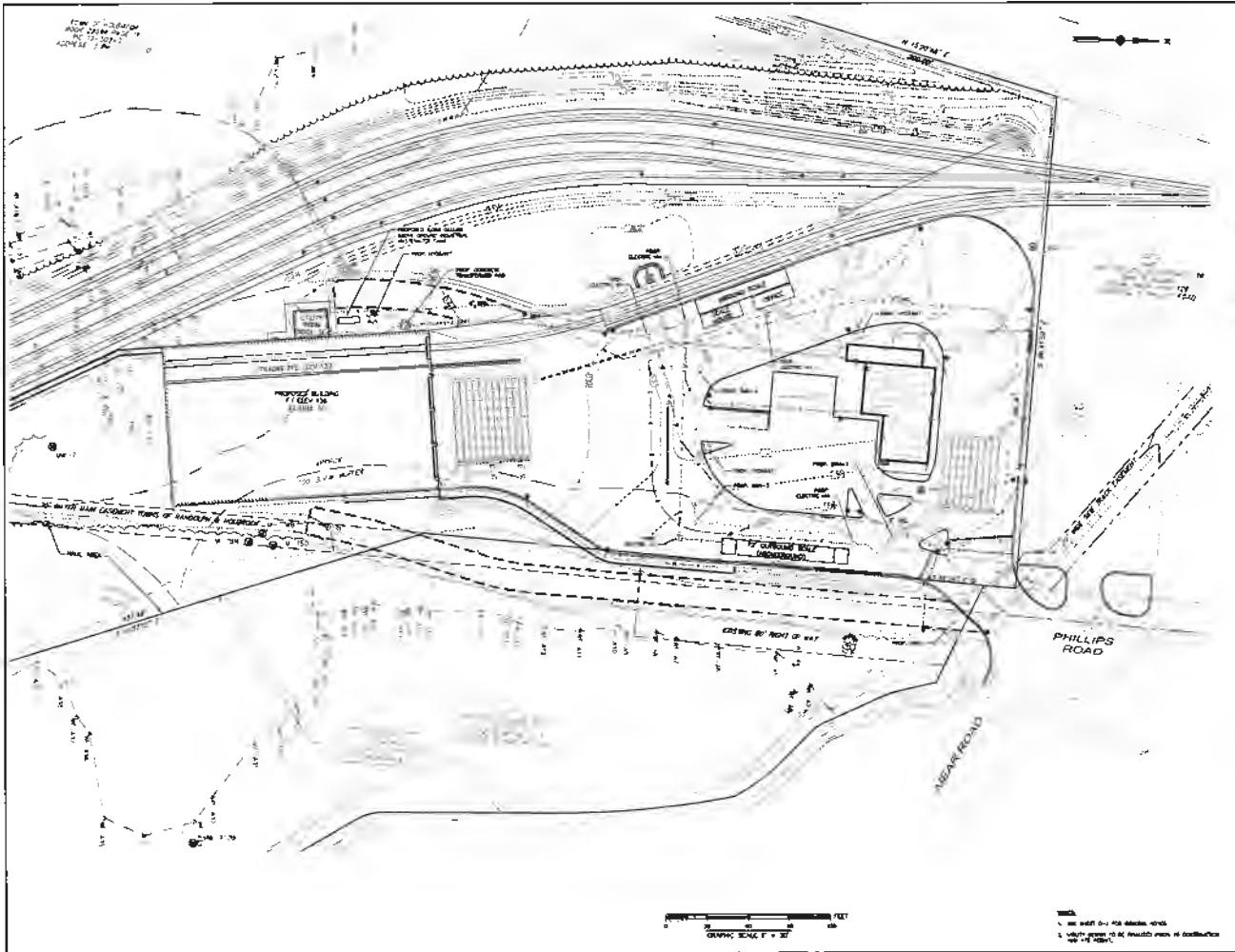
DATE: 04/20/18	CHECKED BY: WWH
DESIGNED BY: LAB	DATE: 4/22/2018

SCALE:
 1"=40'

DATE:
 4/22/2018

PROJECT NO. / SHEET NO.:
 C-3





LOCUS MAP 1"=2000

Green Seal Environmental, Inc.
 111 State Road, Duxbury 01928
 Tel: 508.588.4111
 Fax: 508.588.4112
 www.green-seal.com

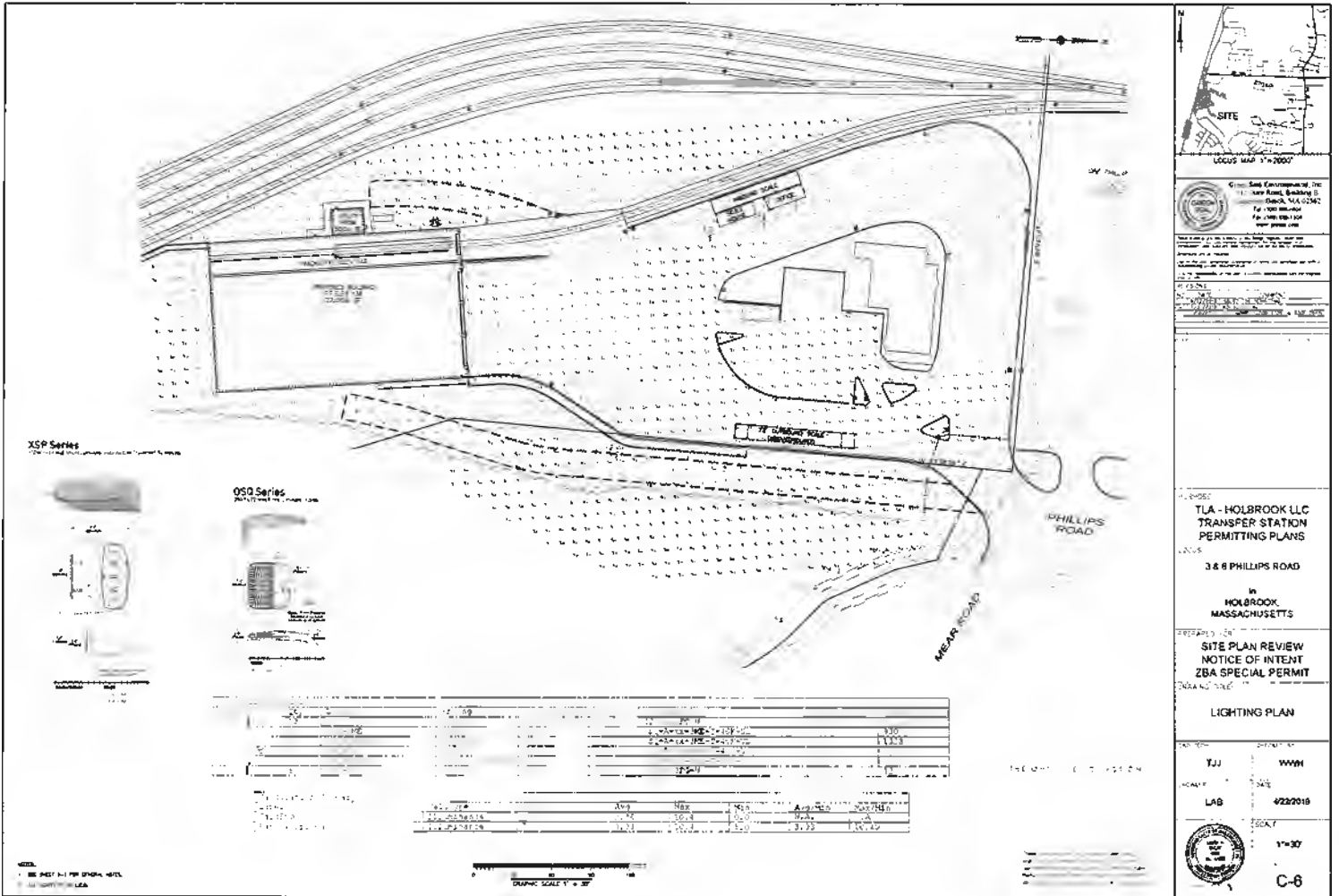
PROJECT:
 TLA - HOLBROOK LLC
 TRANSFER STATION
 PERMITTING PLANS

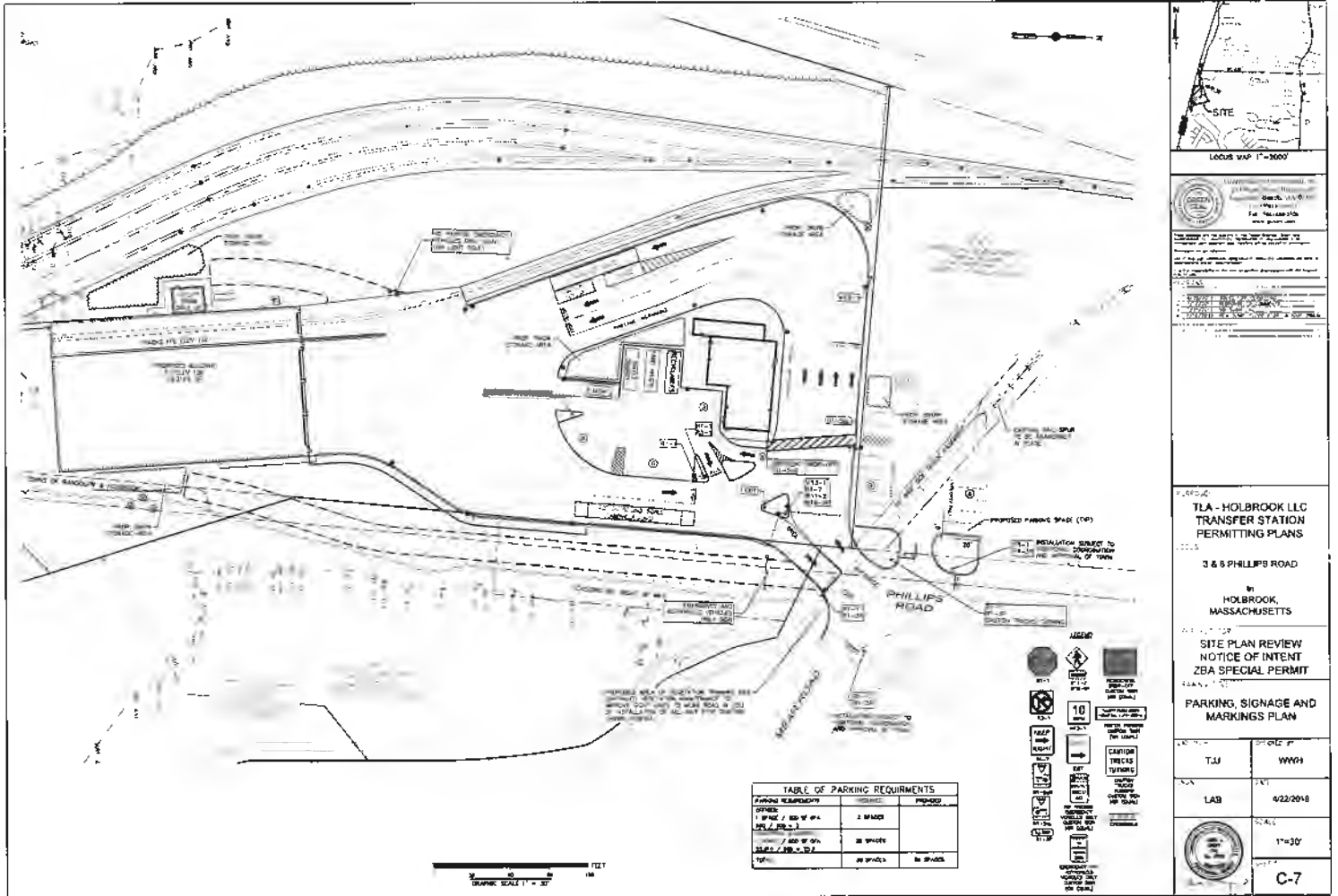
**3 & 8 PHILLIPS ROAD
 IN
 HOLBROOK,
 MASSACHUSETTS**

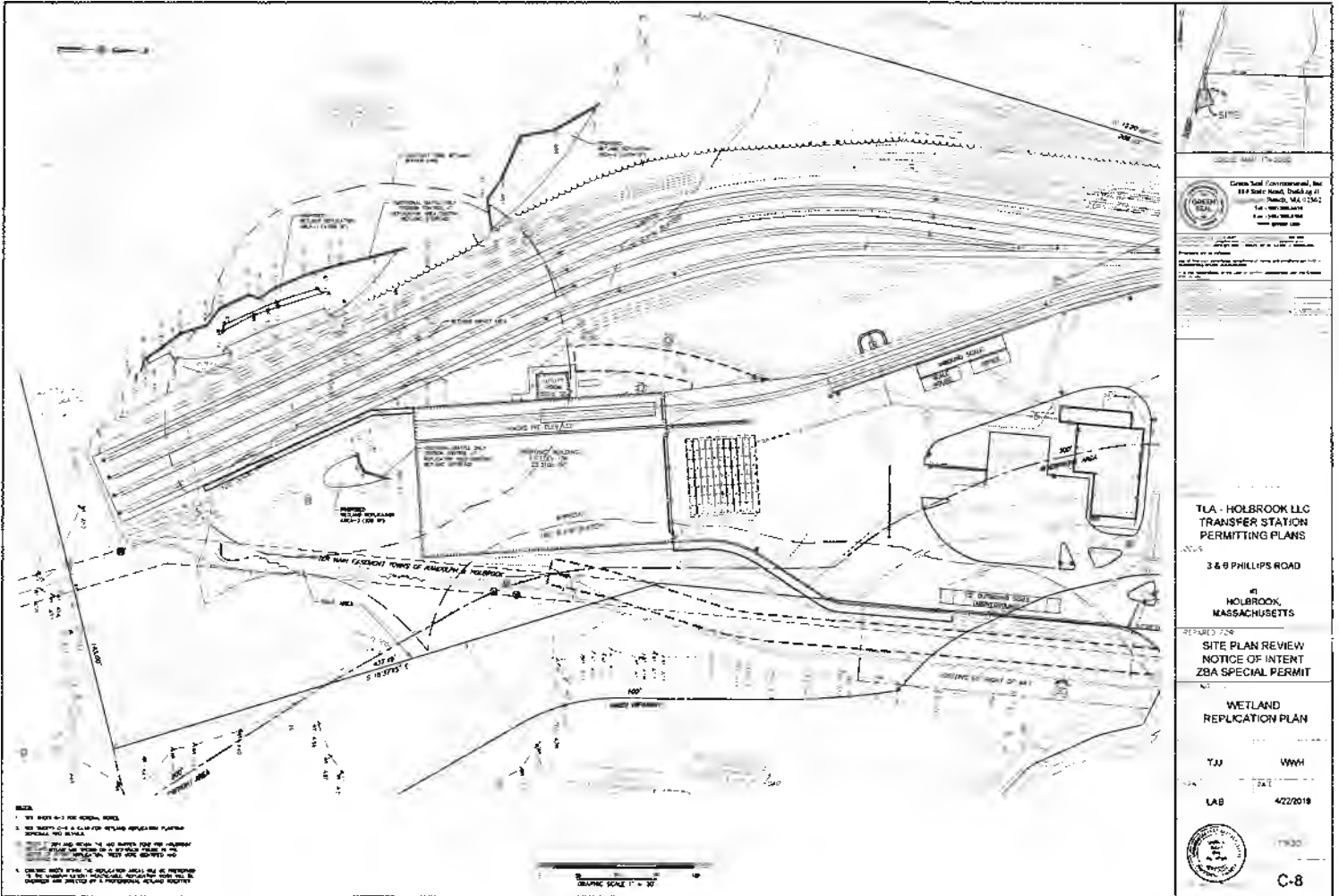
PREPARED FOR:
 SITE PLAN REVIEW
 NOTICE OF INTENT
 ZBA SPECIAL PERMIT

UTILITY PLAN

DATE	CREATED BY
TJM	WWH
DATE	DATE
LAB	4/22/2019
SCALE	1"=30'
NO.	C-5







Green Seal International, Inc.
 224 State Street, Third Floor
 Boston, MA 02102
 Tel: 617-552-2222
 Fax: 617-552-2222
 www.greenseal.com

**TLA - HOLBROOK LLC
 TRANSFER STATION
 PERMITTING PLANS**

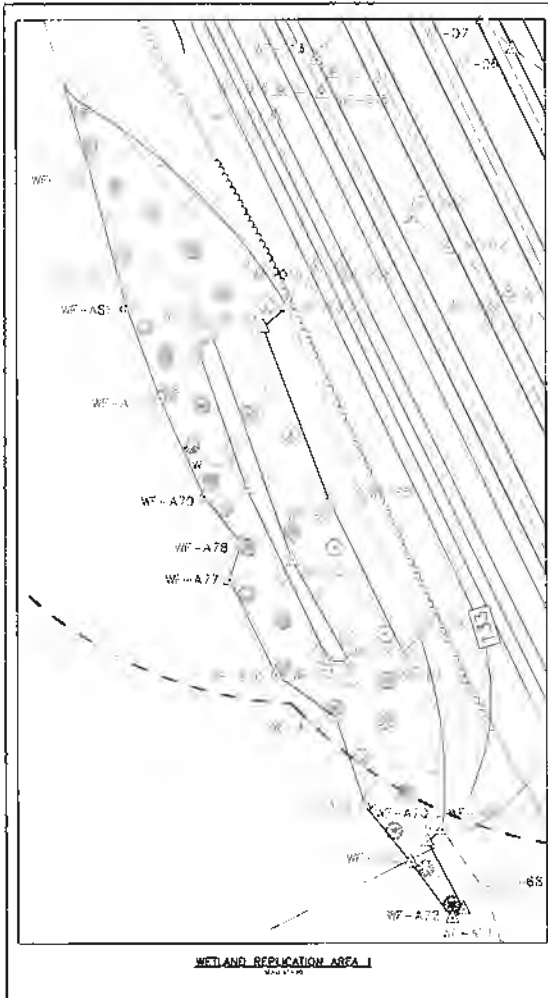
3 & 9 PHILLIPS ROAD
 HOLBROOK,
 MASSACHUSETTS

REVISIONS FOR
**SITE PLAN REVIEW
 NOTICE OF INTENT
 ZBA SPECIAL PERMIT**

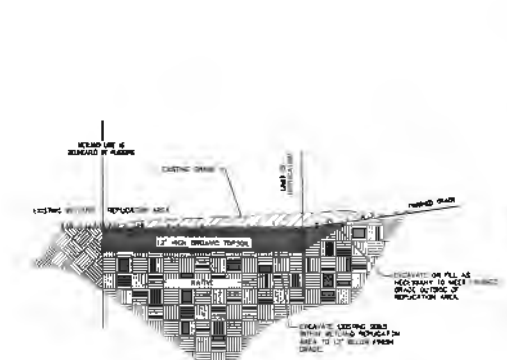
**WETLAND
 REPLICATION PLAN**

TJJ WWH
 LAB 4/22/2019

17930
C-8



- WETLAND REPLICATION**
- CONTRACTOR TO VERIFY DESIGN OF WETLAND SHOULDER PLANTING WITH LOCAL JURISDICTION TO VERIFY ELEVATIONS TO DETERMINE FOR CONFORMANCE OR ADJUSTMENTS FROM GRADE OF REPLICATED WETLAND. PLANTING MATTER OR COMPOST FILLER SHALL BE LOCATED TO REPLICATE WETLAND.
 - REMOVE EXISTING SOIL FROM REPLICATION AREA BEARING IN MIND TO A DEPTH OF 12 INCHES. EXISTING THRESH SHALL AS DETERMINED BY PREVIOUS SURVEY.
 - CONTRACTOR TO WORK IN WETLANDS WITH PROTECTIVE MEASURES TO PREVENT FLOODING OR DAMAGE TO WETLANDS AS NECESSARY DURING THE LIFE OF PLANTING OPERATIONS.
 - WETLAND REPLICATION AREA TO BE PLANTED WITH THE FOLLOWING PLANTING SCHEDULE:
 - PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANTING SCHEDULE.
 - THE EXISTING AREA INCLUDING THAT DISTURBED BY THE REPLICATION SHALL BE RECLAIMED TO ORIGINAL STATE OR BETTER. RECLAIMED AREA SHALL BE PLANTED WITH THE FOLLOWING PLANTING SCHEDULE IN ACCORDANCE WITH A RECLAIMED AREA PLANTING SCHEDULE WITH A RECLAIMED AREA PLANTING SCHEDULE.
 - REFER TO WETLAND REPLICATION AND RESTORATION DESIGN FOR ADDITIONAL WETLAND REPLICATION AND RESTORATION DETAILS.



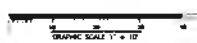
WETLAND REPLICATION DETAIL
NOT TO SCALE

- NOTES**
- THIS DRAWING IS A PART OF A SET OF DRAWINGS FOR THE WETLAND REPLICATION AREA. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF THE WETLAND REPLICATION AREA AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.
 - CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF THE WETLAND REPLICATION AREA AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.

WETLAND REPLICATION AREA I - PLANTING SCHEDULE

Plant Symbol	Plant Species	Qty	Planting Date	Planting Depth	Notes
(Symbol)	WETLAND SPERMATOPHYTES (SAGITTARIA)	4	8-10-17	12-18 IN	
(Symbol)	WETLAND SPERMATOPHYTES (SAGITTARIA)	1	8-10-17	12-18 IN	1 GAL CONTAINER
(Symbol)	WETLAND SPERMATOPHYTES (SAGITTARIA)	2	8-10-17	12-18 IN	1 GAL CONTAINER
(Symbol)	WETLAND SPERMATOPHYTES (SAGITTARIA)	5	8-10-17	12-18 IN	1 GAL CONTAINER
(Symbol)	WETLAND SPERMATOPHYTES (SAGITTARIA)	4	8-10-17	12-18 IN	1 GAL CONTAINER
(Symbol)	WETLAND SPERMATOPHYTES (SAGITTARIA)	10	8-10-17	12-18 IN	1 GAL CONTAINER
(Symbol)	WETLAND SPERMATOPHYTES (SAGITTARIA)	3	8-10-17	12-18 IN	1 GAL CONTAINER
(Symbol)	WETLAND SPERMATOPHYTES (SAGITTARIA)	8	10-12-17	12-18 IN	1 GAL CONTAINER
(Symbol)	WETLAND SPERMATOPHYTES (SAGITTARIA)	5	10-12-17	12-18 IN	1 GAL CONTAINER

WETLAND REPLICATION AREA I - PLANTING SCHEDULE



PROJECT INFORMATION

CLIENT: TLA - HOLBROOK LLC
PROJECT: TRANSFER STATION PERMITTING PLANS
LOCATION: 3 & 6 PHILLIPS ROAD
CITY: HOLBROOK, MASSACHUSETTS

DATE: 4/22/2019

SCALE: 1"=10'

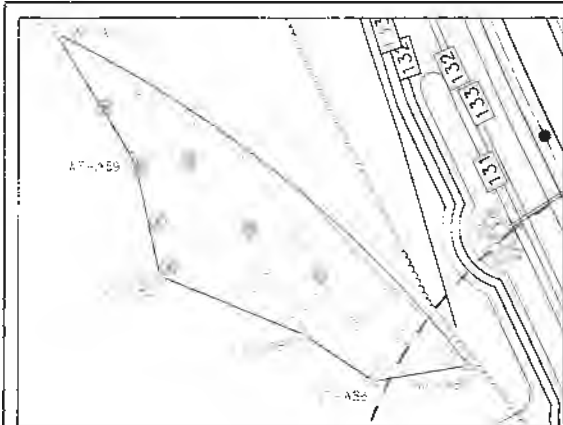
PROJECT NO.: C-9

DESIGNED BY: TSI
CHECKED BY: WHM

DATE: 4/22/2019

SCALE: 1"=10'

PROJECT NO.: C-9

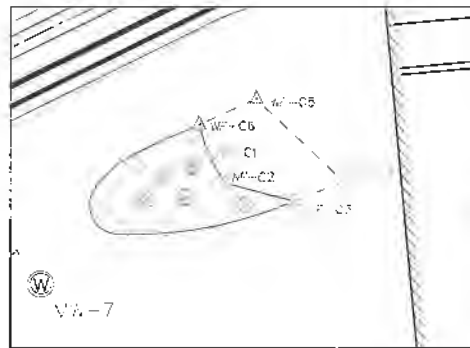


WETLAND REPLICATION AREA 2
SCALE 1"=10'

WETLAND REPLICATION AREA 2 - PLANTING SCHEDULE

PLANT SPECIES	PLANT SPECIES	QTY	PLANT SIZE	PLANT SIZE	SIZE
NON-ORGANIC FIBER (SANDWICH PAPER)	5	6-5.11"	12-12.5"	1 GAL. CONTAINER	
NON-ORGANIC FIBER (SANDWICH PAPER)	5	6-5.11"	12-12.5"	1 GAL. CONTAINER	
WETLAND REPLICATION AREA 2 - PLANTING SCHEDULE					
NON-ORGANIC FIBER (SANDWICH PAPER)	4	6-5.11"	2-16"	1 GAL. CONTAINER	
NON-ORGANIC FIBER (SANDWICH PAPER)	4	6-5.11"	2-16"	1 GAL. CONTAINER	
NON-ORGANIC FIBER (SANDWICH PAPER)	3	6-5.11"	19-24"	19-24" GAL. CONTAINER	

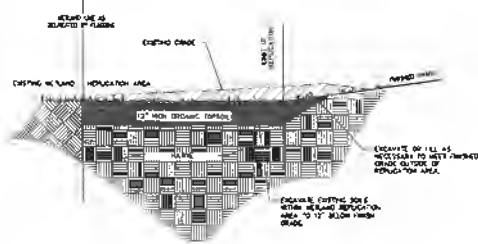
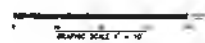
- CONSTRUCTION TO BE COMPLETED BY 10:00 AM ON THE DATE OF THE PERMITTING AGENCY'S REVIEW OF THE PLAN.
- APPROPRIATE FISHING REGULATIONS SHALL BE ENFORCED AT ALL TIMES.
- APPROPRIATE FISHING REGULATIONS SHALL BE ENFORCED AT ALL TIMES.
- APPROPRIATE FISHING REGULATIONS SHALL BE ENFORCED AT ALL TIMES.
- APPROPRIATE FISHING REGULATIONS SHALL BE ENFORCED AT ALL TIMES.
- APPROPRIATE FISHING REGULATIONS SHALL BE ENFORCED AT ALL TIMES.
- APPROPRIATE FISHING REGULATIONS SHALL BE ENFORCED AT ALL TIMES.
- APPROPRIATE FISHING REGULATIONS SHALL BE ENFORCED AT ALL TIMES.



WETLAND REPLICATION AREA 3
SCALE 1"=10'

WETLAND REPLICATION AREA 3 - PLANTING SCHEDULE

PLANT SPECIES	PLANT SPECIES	QTY	PLANT SIZE	PLANT SIZE	SIZE
NON-ORGANIC FIBER (SANDWICH PAPER)	4	6-5.11"	12-12.5"	1 GAL. CONTAINER	
NON-ORGANIC FIBER (SANDWICH PAPER)	4	6-5.11"	12-12.5"	1 GAL. CONTAINER	
NON-ORGANIC FIBER (SANDWICH PAPER)	2	6-5.11"	12-12.5"	1 GAL. CONTAINER	
NON-ORGANIC FIBER (SANDWICH PAPER)	1	10-12.11"	19-24"	19-24" GAL. CONTAINER	



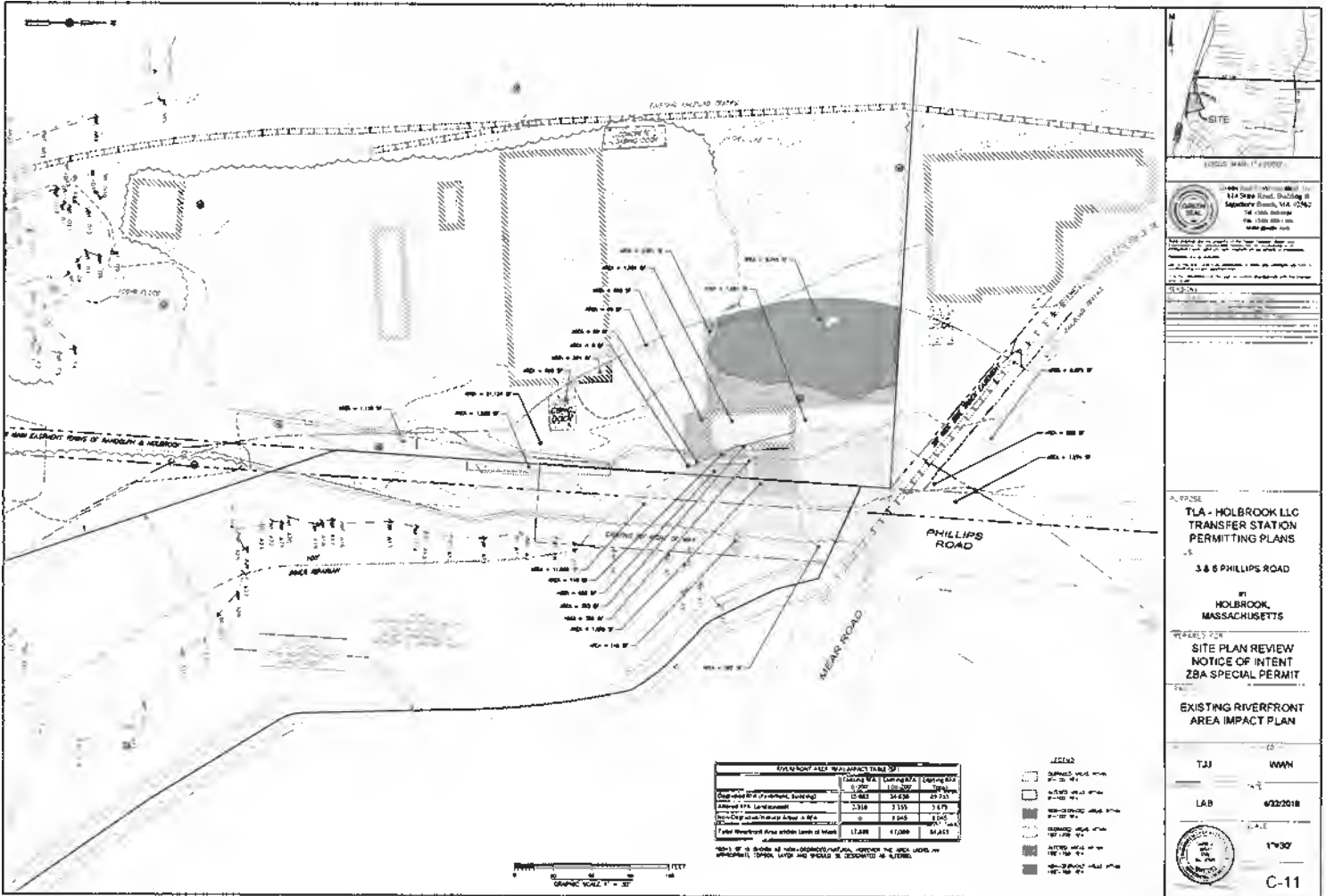
WETLAND REPLICATION DETAIL
SCALE 1"=10'

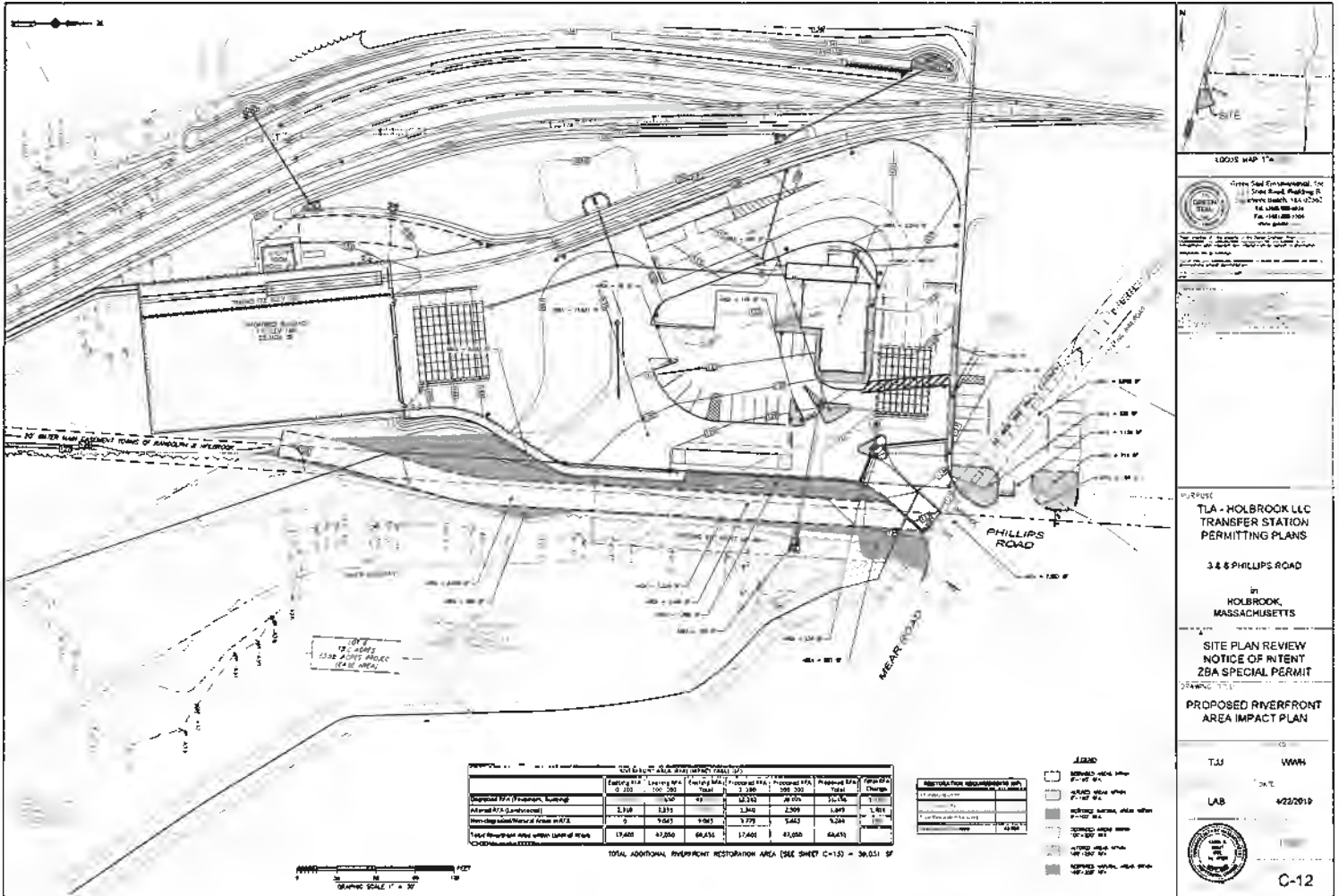
- NOTES:
- NON-ORGANIC FIBER SHALL BE A MINIMUM OF 100% ORGANIC AS DETERMINED BY THE TEST ASTM D2071. TOPSOIL SHALL BE A MIX OF 50% LOAM AND 50% COMPOST WITH 10% OF NON-ORGANIC FIBER.
 - CONTAINER SHALL BE 100% MADE OF RECYCLED PLASTIC MATERIAL.
 - PLANTS SHALL BE PLANTED AT THE END OF THE WETLAND REPLICATION AREA TO PROVIDE A BUFFER BETWEEN THE WETLAND REPLICATION AREA AND ADJACENT AREAS.

Green Seal
Green Seal Environmental, Inc.
114 Two Road, Building B
Saugus Beach, MA 01907
Tel: 978-885-8888
Fax: 978-885-1144
www.green-seal.com

3 & 6 PHILLIPS ROAD
IN
HOLBROOK,
MASSACHUSETTS

PREPARED BY:
TJI WWH
DATE:
LAB 4/22/2019
SCALE:
1"=10'
C-10





1000'S MAP 17A

Green Seal Environmental, Inc.
1000 South Main Street, Suite 200
Hoboken, NJ 07030
Tel: 201-988-8800
Fax: 201-988-7000
www.gseal.com

PURPOSE:
TLA - HOLBROOK LLC
TRANSFER STATION
PERMITTING PLANS

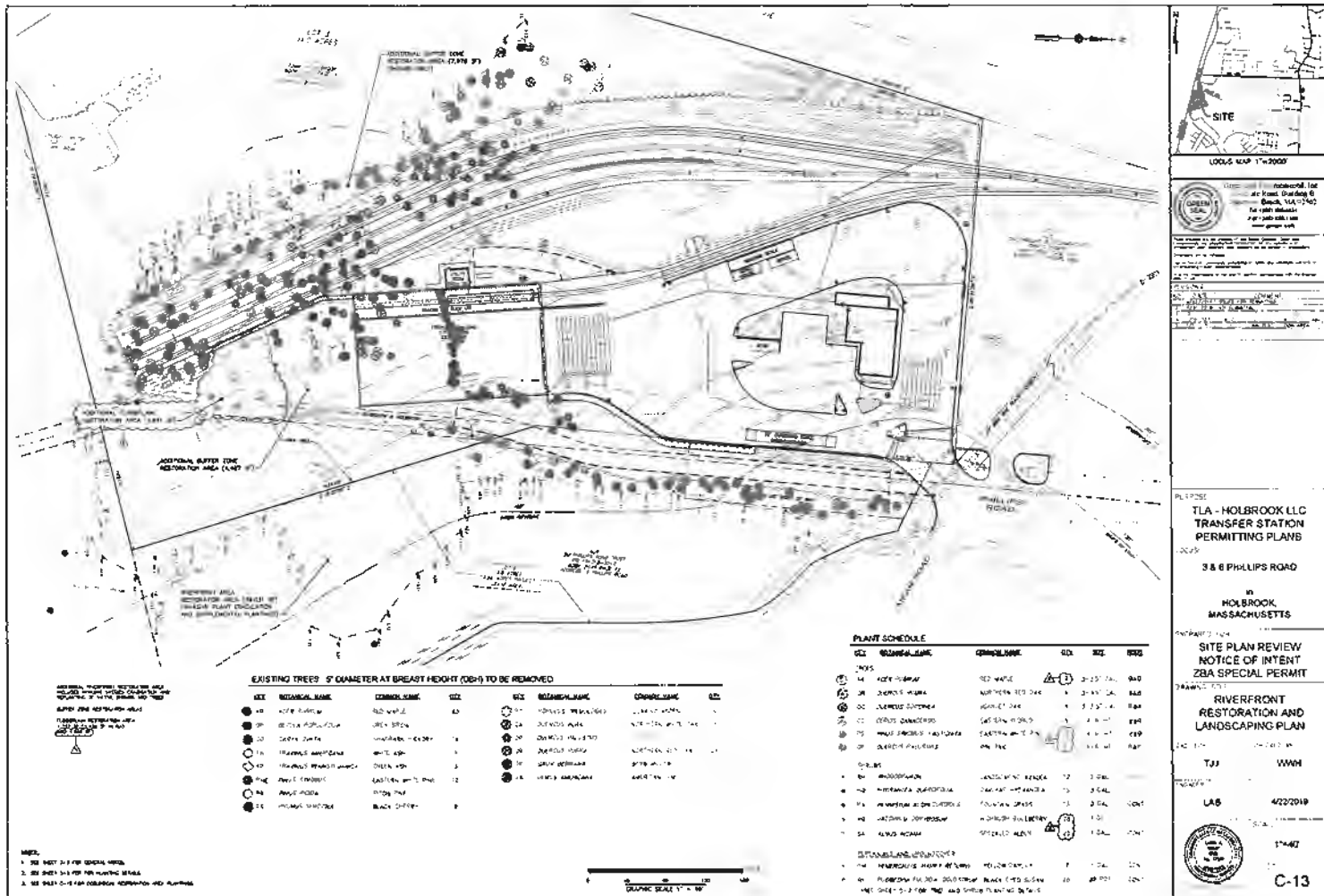
3 & 6 PHILLIPS ROAD
in
HOLBROOK,
MASSACHUSETTS

SITE PLAN REVIEW
NOTICE OF INTENT
ZBA SPECIAL PERMIT

PROPOSED RIVERFRONT
AREA IMPACT PLAN

TJL WWH
LAB 4/22/2019

C-12



EXISTING TREES 5' DIAMETER AT BREAST HEIGHT (DBH) TO BE REMOVED

ID	SCIENTIFIC NAME	COMMON NAME	DBH	ID	SCIENTIFIC NAME	COMMON NAME	DBH
01	ACER SPICATA	RED MAPLE	6.0	07	QUERCUS PRINCEPS	WHITE OAK	1.0
02	BEULIA ADLPHI	GREY SPICE	1.0	08	QUERCUS ALBA	WHITE OAK	1.0
03	CORYL CORNUTA	HOPBUSH	1.0	09	QUERCUS FLEXILIS	WHITE OAK	1.0
04	FRAXINUS AMERICANA	WHITE ASH	1.0	10	QUERCUS ROBUR	WHITE OAK	1.0
05	FRAXINUS SPICATA	WHITE ASH	1.0	11	QUERCUS STURROVIANA	WHITE OAK	1.0
06	FRAXINUS SPICATA	WHITE ASH	1.0	12	QUERCUS STURROVIANA	WHITE OAK	1.0
08	FRAXINUS SPICATA	WHITE ASH	1.0	13	QUERCUS STURROVIANA	WHITE OAK	1.0
09	FRAXINUS SPICATA	WHITE ASH	1.0	14	QUERCUS STURROVIANA	WHITE OAK	1.0
10	FRAXINUS SPICATA	WHITE ASH	1.0	15	QUERCUS STURROVIANA	WHITE OAK	1.0
11	FRAXINUS SPICATA	WHITE ASH	1.0	16	QUERCUS STURROVIANA	WHITE OAK	1.0
12	FRAXINUS SPICATA	WHITE ASH	1.0	17	QUERCUS STURROVIANA	WHITE OAK	1.0
13	FRAXINUS SPICATA	WHITE ASH	1.0	18	QUERCUS STURROVIANA	WHITE OAK	1.0
14	FRAXINUS SPICATA	WHITE ASH	1.0	19	QUERCUS STURROVIANA	WHITE OAK	1.0
15	FRAXINUS SPICATA	WHITE ASH	1.0	20	QUERCUS STURROVIANA	WHITE OAK	1.0
16	FRAXINUS SPICATA	WHITE ASH	1.0	21	QUERCUS STURROVIANA	WHITE OAK	1.0
17	FRAXINUS SPICATA	WHITE ASH	1.0	22	QUERCUS STURROVIANA	WHITE OAK	1.0
18	FRAXINUS SPICATA	WHITE ASH	1.0	23	QUERCUS STURROVIANA	WHITE OAK	1.0
19	FRAXINUS SPICATA	WHITE ASH	1.0	24	QUERCUS STURROVIANA	WHITE OAK	1.0
20	FRAXINUS SPICATA	WHITE ASH	1.0	25	QUERCUS STURROVIANA	WHITE OAK	1.0
21	FRAXINUS SPICATA	WHITE ASH	1.0	26	QUERCUS STURROVIANA	WHITE OAK	1.0
22	FRAXINUS SPICATA	WHITE ASH	1.0	27	QUERCUS STURROVIANA	WHITE OAK	1.0
23	FRAXINUS SPICATA	WHITE ASH	1.0	28	QUERCUS STURROVIANA	WHITE OAK	1.0
24	FRAXINUS SPICATA	WHITE ASH	1.0	29	QUERCUS STURROVIANA	WHITE OAK	1.0
25	FRAXINUS SPICATA	WHITE ASH	1.0	30	QUERCUS STURROVIANA	WHITE OAK	1.0

PLANT SCHEDULE

ID	SCIENTIFIC NAME	COMMON NAME	ID	SIZE	DBH
01	ACER SPICATA	RED MAPLE	01	3'-10"	1.0
02	BEULIA ADLPHI	GREY SPICE	02	3'-10"	1.0
03	CORYL CORNUTA	HOPBUSH	03	3'-10"	1.0
04	FRAXINUS SPICATA	WHITE ASH	04	3'-10"	1.0
05	FRAXINUS SPICATA	WHITE ASH	05	3'-10"	1.0
06	FRAXINUS SPICATA	WHITE ASH	06	3'-10"	1.0
07	QUERCUS PRINCEPS	WHITE OAK	07	3'-10"	1.0
08	QUERCUS ALBA	WHITE OAK	08	3'-10"	1.0
09	QUERCUS FLEXILIS	WHITE OAK	09	3'-10"	1.0
10	QUERCUS ROBUR	WHITE OAK	10	3'-10"	1.0
11	QUERCUS STURROVIANA	WHITE OAK	11	3'-10"	1.0
12	QUERCUS STURROVIANA	WHITE OAK	12	3'-10"	1.0
13	QUERCUS STURROVIANA	WHITE OAK	13	3'-10"	1.0
14	QUERCUS STURROVIANA	WHITE OAK	14	3'-10"	1.0
15	QUERCUS STURROVIANA	WHITE OAK	15	3'-10"	1.0
16	QUERCUS STURROVIANA	WHITE OAK	16	3'-10"	1.0
17	QUERCUS STURROVIANA	WHITE OAK	17	3'-10"	1.0
18	QUERCUS STURROVIANA	WHITE OAK	18	3'-10"	1.0
19	QUERCUS STURROVIANA	WHITE OAK	19	3'-10"	1.0
20	QUERCUS STURROVIANA	WHITE OAK	20	3'-10"	1.0
21	QUERCUS STURROVIANA	WHITE OAK	21	3'-10"	1.0
22	QUERCUS STURROVIANA	WHITE OAK	22	3'-10"	1.0
23	QUERCUS STURROVIANA	WHITE OAK	23	3'-10"	1.0
24	QUERCUS STURROVIANA	WHITE OAK	24	3'-10"	1.0
25	QUERCUS STURROVIANA	WHITE OAK	25	3'-10"	1.0
26	QUERCUS STURROVIANA	WHITE OAK	26	3'-10"	1.0
27	QUERCUS STURROVIANA	WHITE OAK	27	3'-10"	1.0
28	QUERCUS STURROVIANA	WHITE OAK	28	3'-10"	1.0
29	QUERCUS STURROVIANA	WHITE OAK	29	3'-10"	1.0
30	QUERCUS STURROVIANA	WHITE OAK	30	3'-10"	1.0

SITE

LOOKS MAP 17-2009

PROFESSIONAL SEAL
 State of Massachusetts
 License No. 12345
 Date of Issue: 1/1/2019
 Expiration Date: 12/31/2024

PL 19251
TLA - HOLBROOK LLC
TRANSFER STATION
PERMITTING PLANS
 3 & 6 PHILLIPS ROAD
 HOLBROOK, MASSACHUSETTS

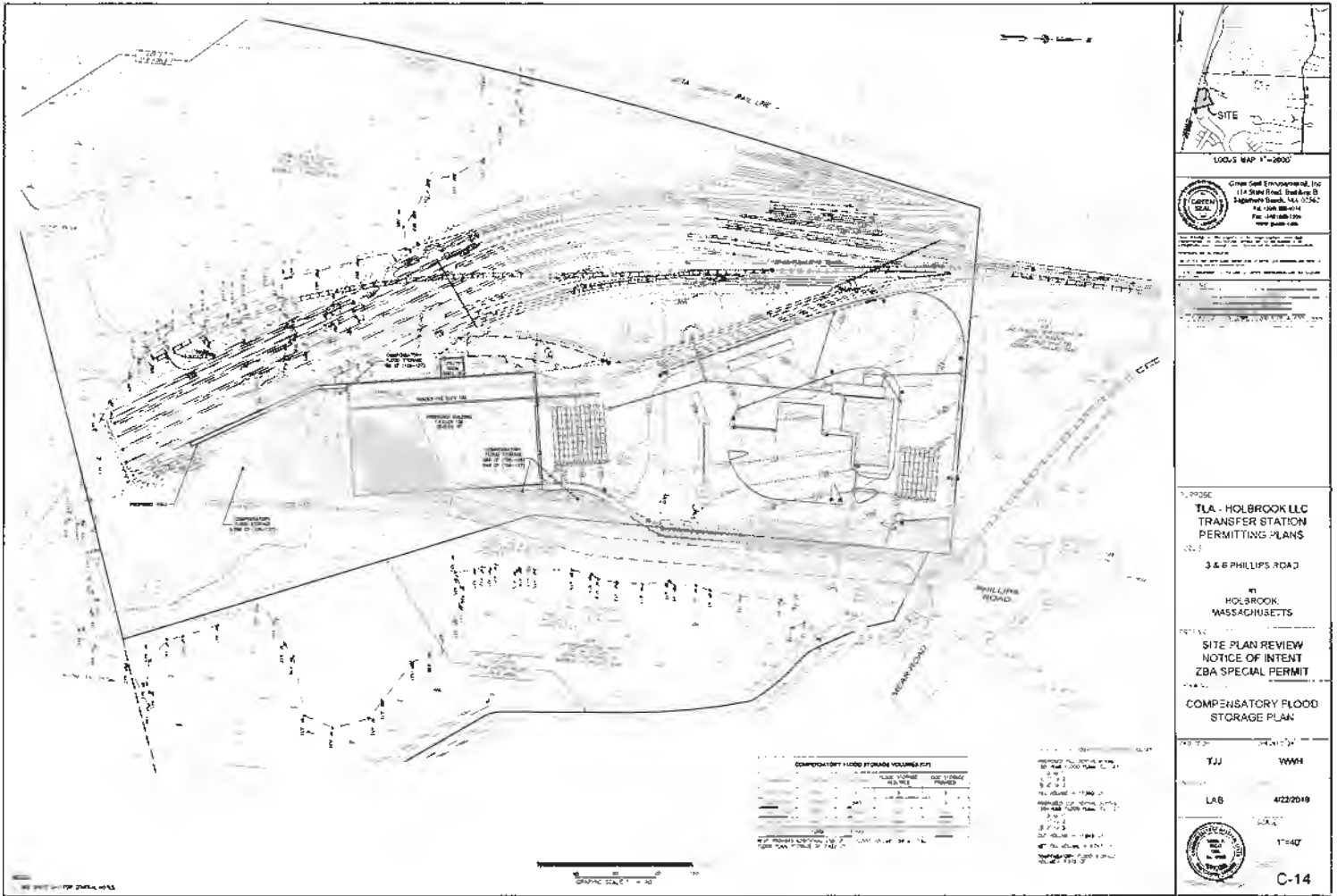
DATE: 1/1/2024
SITE PLAN REVIEW
NOTICE OF INTENT
ZBA SPECIAL PERMIT

PROJECT NO.: 19251
RIVERFRONT
RESTORATION AND
LANDSCAPING PLAN

DATE: 1/1/2024
 TJJ WWH

DATE: 1/1/2024
 LAB 4/22/2019

DATE: 1/1/2024
 1744Z
 C-13



100% MAP 1"=2000'

Green Seal Environmental, Inc.
 114 State Street, Building B
 Sagamore Beach, MA 02562
 Tel: 508-885-1111
 Fax: 508-885-1110
 www.green-seal.com

**TLA - HOLBROOK LLC
 TRANSFER STATION
 PERMITTING PLANS**

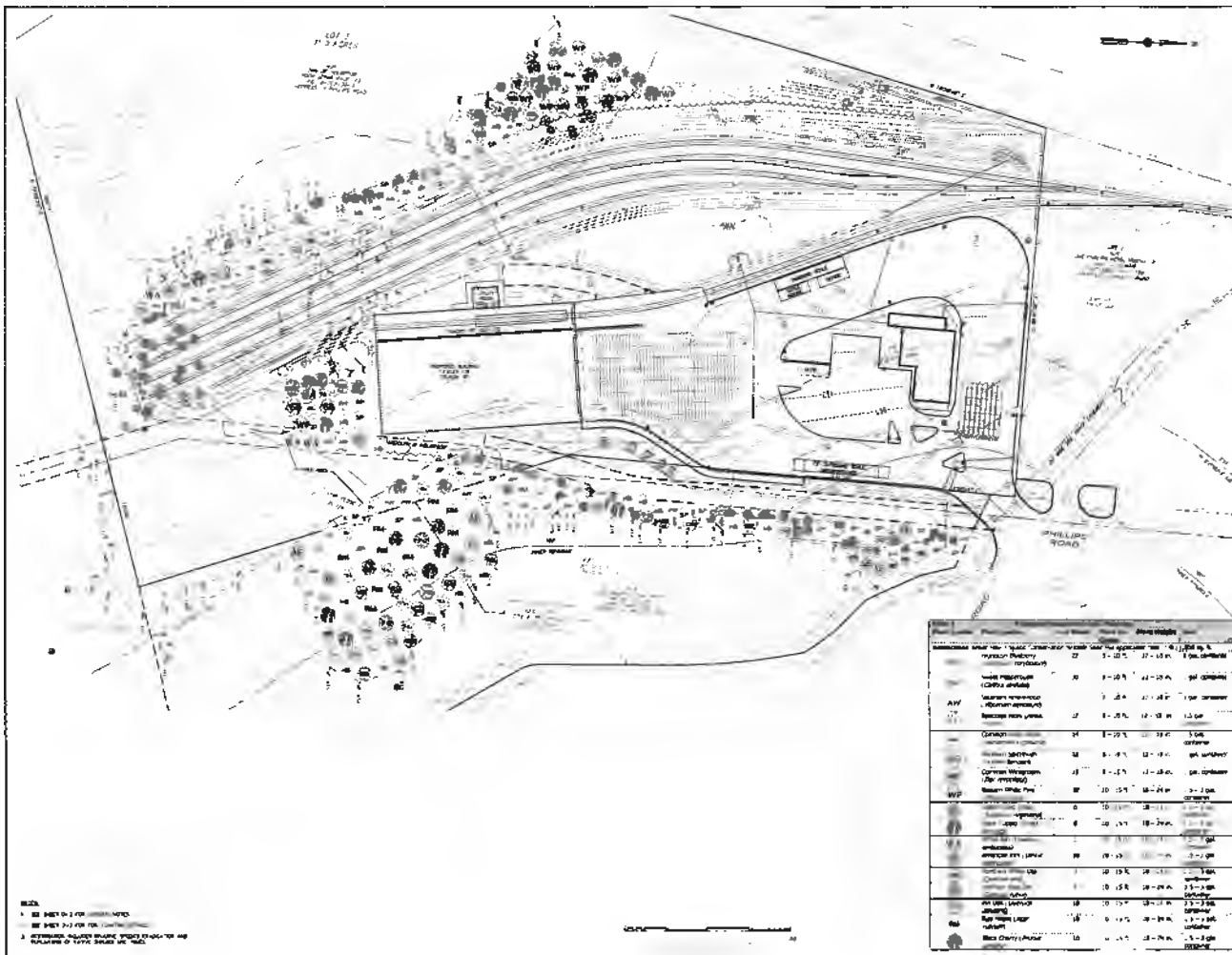
**3 & 6 PHILLIPS ROAD
 HOLBROOK,
 MASSACHUSETTS**

**SITE PLAN REVIEW
 NOTICE OF INTENT
 ZBA SPECIAL PERMIT**

**COMPENSATORY FLOOD
 STORAGE PLAN**

TJJ	WWW
LAB	4/22/2019
	11/20/19

C-14



LOCUS MAP 17-2016

PROPOSED:
 TLA - HOLBROOK LLC
 TRANSFER STATION
 PERMITTING PLANS

LOCUS:
 3 & 8 PHILLIPS ROAD
 IN
 HOLBROOK,
 MASSACHUSETTS

PROJECT:
 SITE PLAN REVIEW
 NOTICE OF INTENT
 ZBA SPECIAL PERMIT

DRAWN BY:
 ECOLOGICAL
 RESTORATION PLAN

DATE:
 TJJ WWH

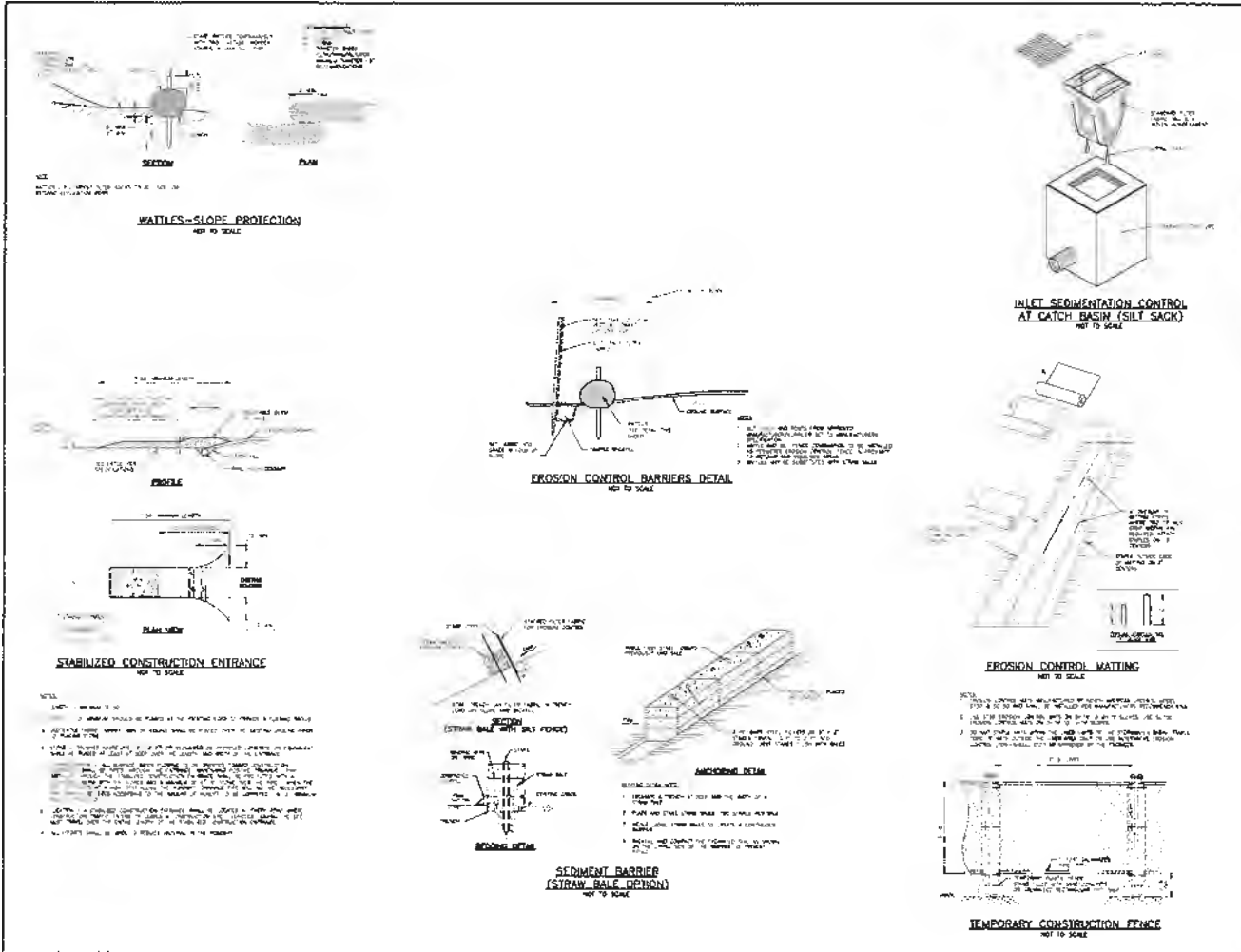
SCALE:
 LAB 10/15/2019

DATE:
 1/24/20

SCALE:
 C-15

Species	Count	Area	Notes
Black Cherry	10	10	...
...

NOTES:
 1. SEE SHEET 2-1 FOR CONTIGUOUS
 2. SEE SHEET 2-2 FOR TLA CONTIGUOUS
 3. REFER TO PHILLIPS ROAD PROJECT FOR ALL AND
 REVISIONS TO THESE SHEETS AND TLA



LOCUS MAP 1"=2000'

Green Seal Environmental, Inc.
114 South Street, Suite 101
Saugus, MA 01906
Tel: 978.251.1111
Fax: 978.251.1112
www.green-seal.com

TJA - HOLBROOK LLC
TRANSFER STATION
PERMITTING PLANS

3 & 9 PHILLIPS ROAD
in
HOLBROOK, MASSACHUSETTS

PREPARED FOR
SITE PLAN REVIEW
NOTICE OF INTENT
ZBA SPECIAL PERMIT

DETAILS 1

DATE: 4/3/19

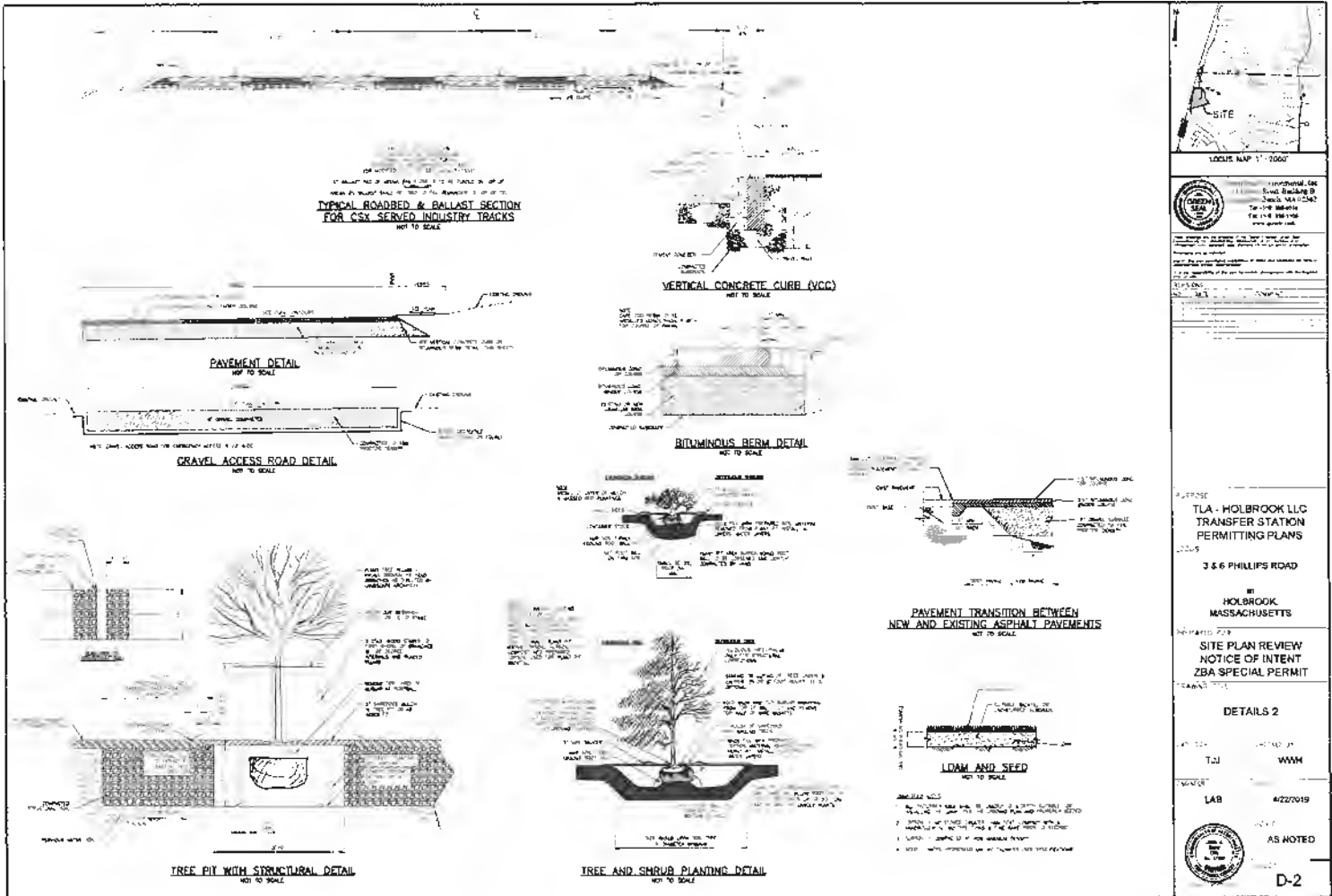
TJU WWH

DATE: 4/22/2019

LAB

AS NOTED

D-1



LOCUS MAP 11-20007

SEA
Seal of the State of Massachusetts

PROFESSIONAL SEAL
Seal of the Professional Engineer

PURPOSE
TLA - HOLBROOK LLC
TRANSFER STATION
PERMITTING PLANS

LOCUS
3 & 6 PHILLIPS ROAD
HOLBROOK,
MASSACHUSETTS

REVISIONS
SITE PLAN REVIEW
NOTICE OF INTENT
ZBA SPECIAL PERMIT

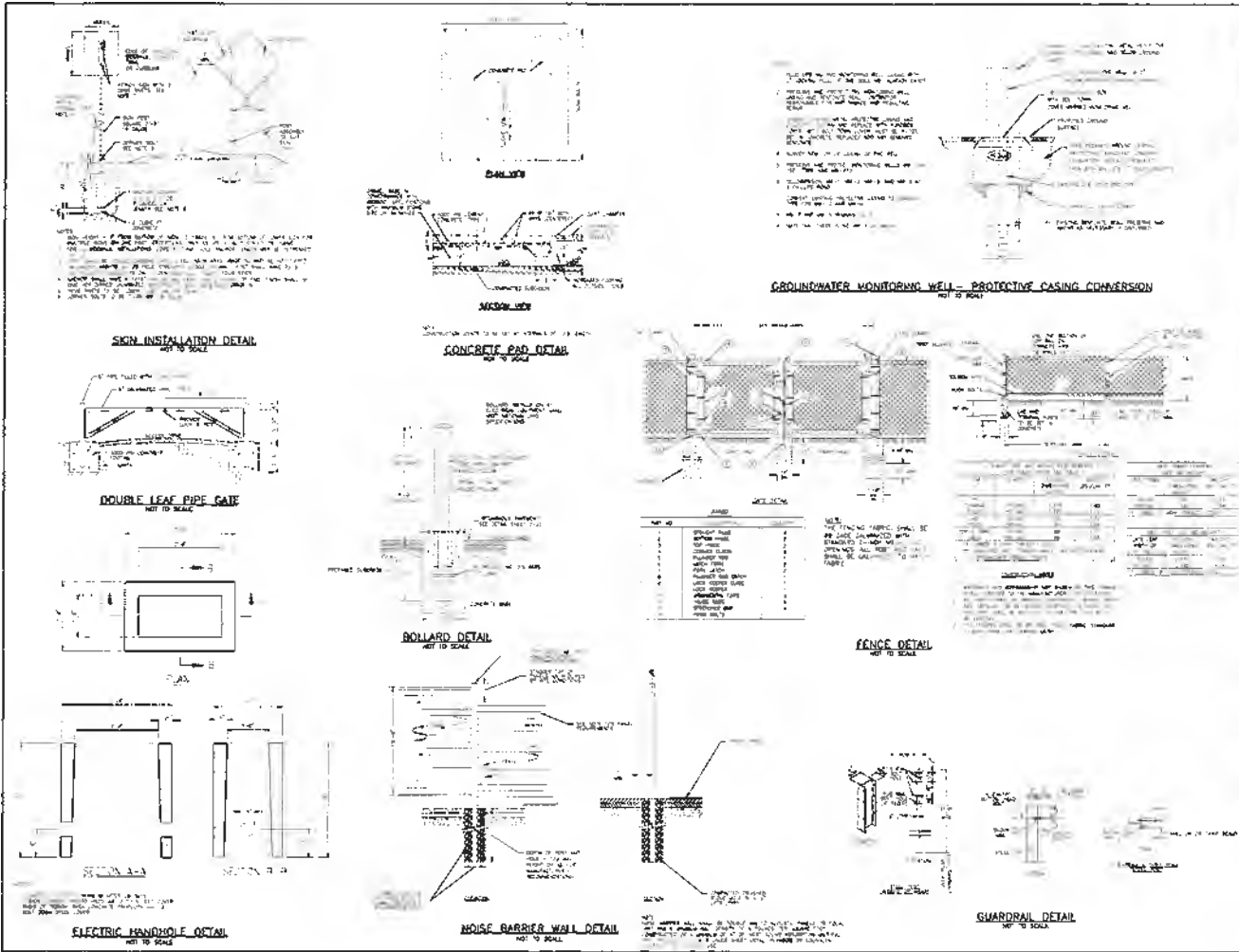
REVISIONS
DETAILS 2

DATE
TJL WAM

PROJECT
LAB 4/22/2019

SCALE
AS NOTED

D-2



**TLA - HOLBROOK LLC
TRANSFER STATION
PERMITTING PLANS**

3 & 6 PHILLIPS ROAD
IN
HOLBROOK,
MASSACHUSETTS

SECTION
**SITE PLAN REVIEW
NOTICE OF INTENT
ZBA SPECIAL PERMIT**

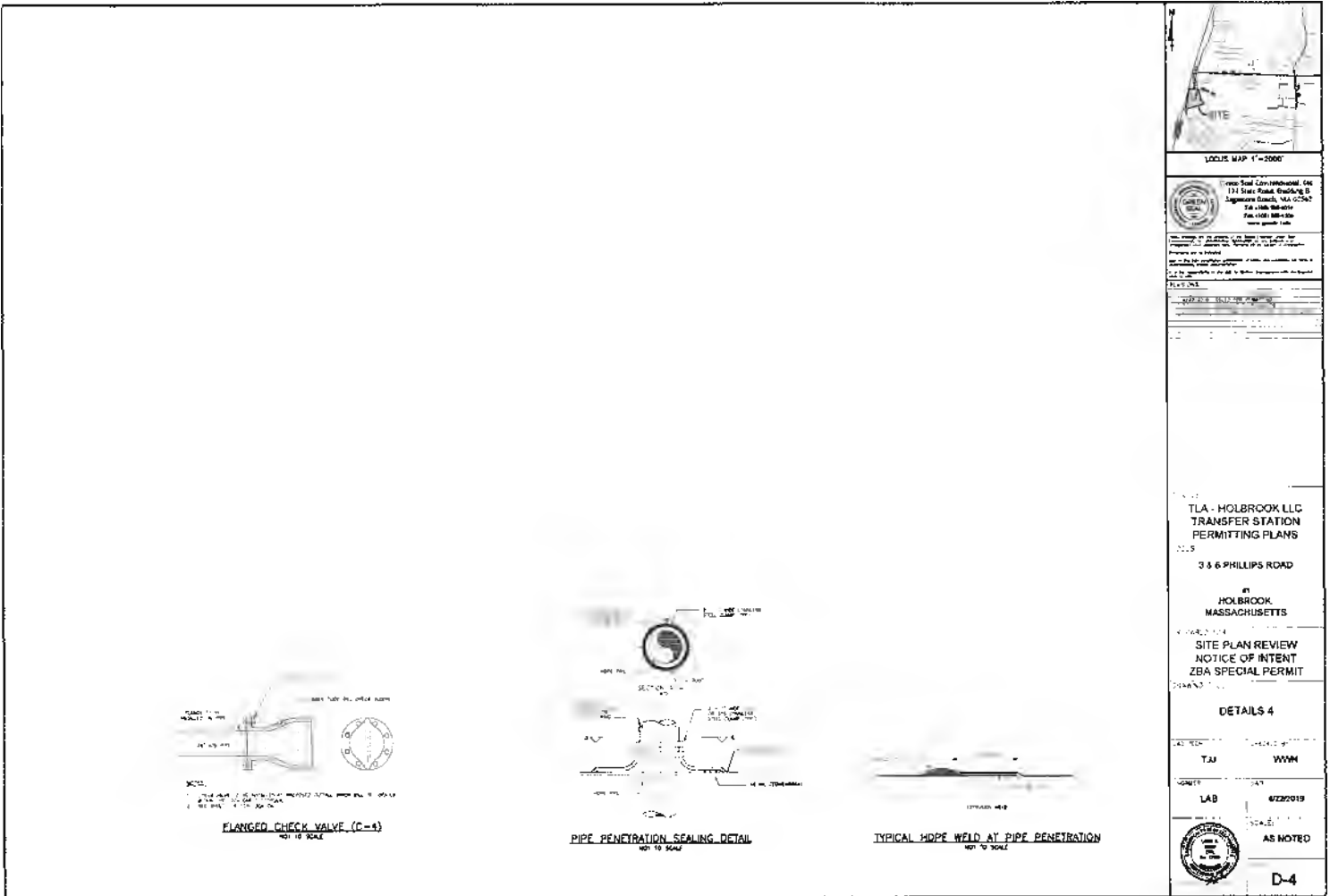
DATE: 03/23/26

DETAILS 3

TJL	WWW
LAB	4222019

AS NOTED

D-3



LOCUS MAP 1"=5000'

Green Seal Environmental, Inc.
121 State Street, Building B
Essex County, MA 02128
Tel: 408-888-8888
www.green Seal.com

TLA - HOLBROOK LLC
TRANSFER STATION
PERMITTING PLANS
3 & 6 PHILLIPS ROAD
HOLBROOK,
MASSACHUSETTS

SITE PLAN REVIEW
NOTICE OF INTENT
ZBA SPECIAL PERMIT

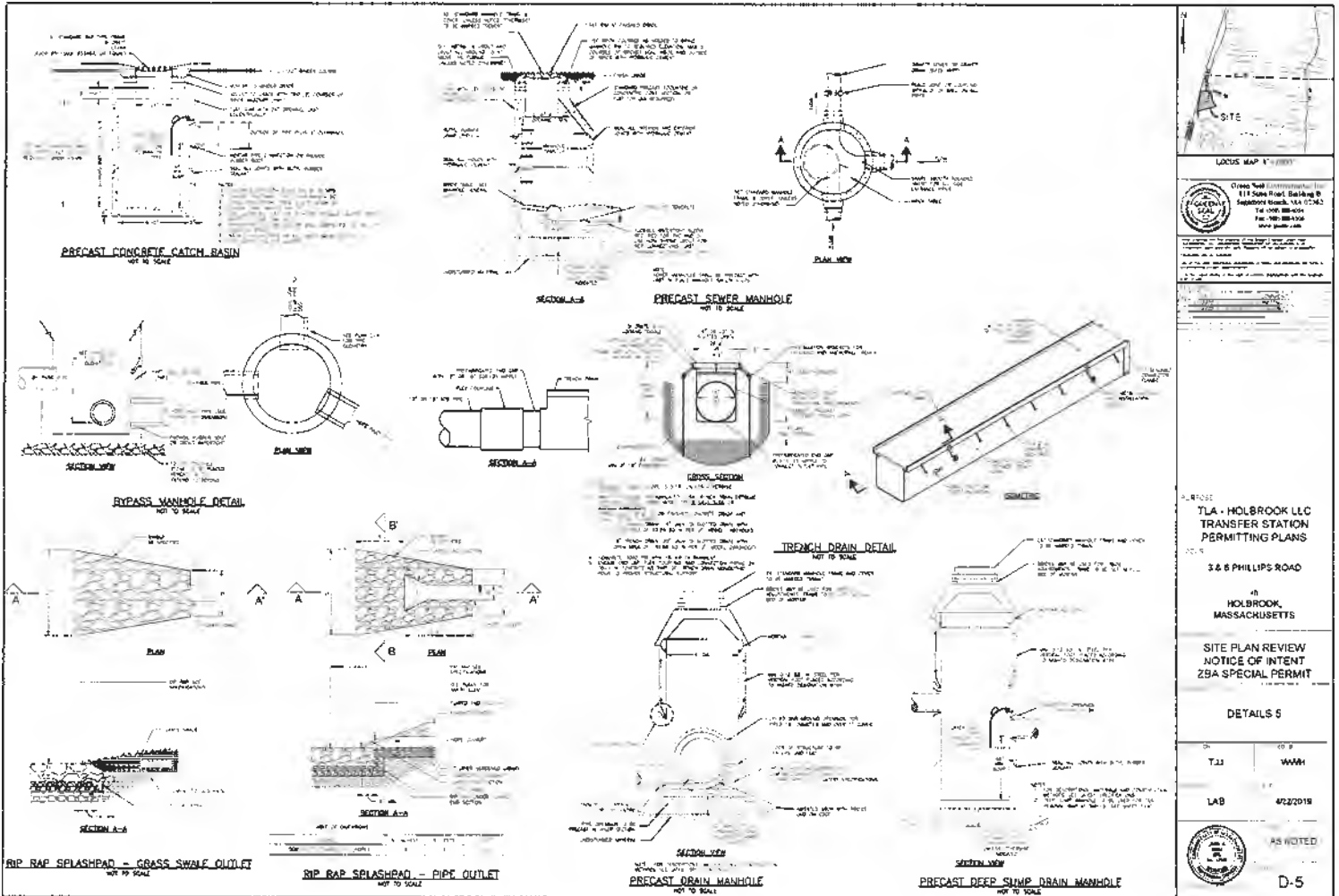
DETAILS 4

TJW WWM

LAB 6/22/2019

AS NOTED

D-4



LOCAL MAP 1-18891

Green Seal International Inc.
111 State Street, Building B
Saugus, MA 01906
Tel: 978-888-6666
Fax: 978-888-6666
www.green-seal.com

PROJECT

TLA - HOLBROOK LLC
TRANSFER STATION
PERMITTING PLANS

3 & 8 PHILLIPS ROAD
HOLBROOK,
MASSACHUSETTS

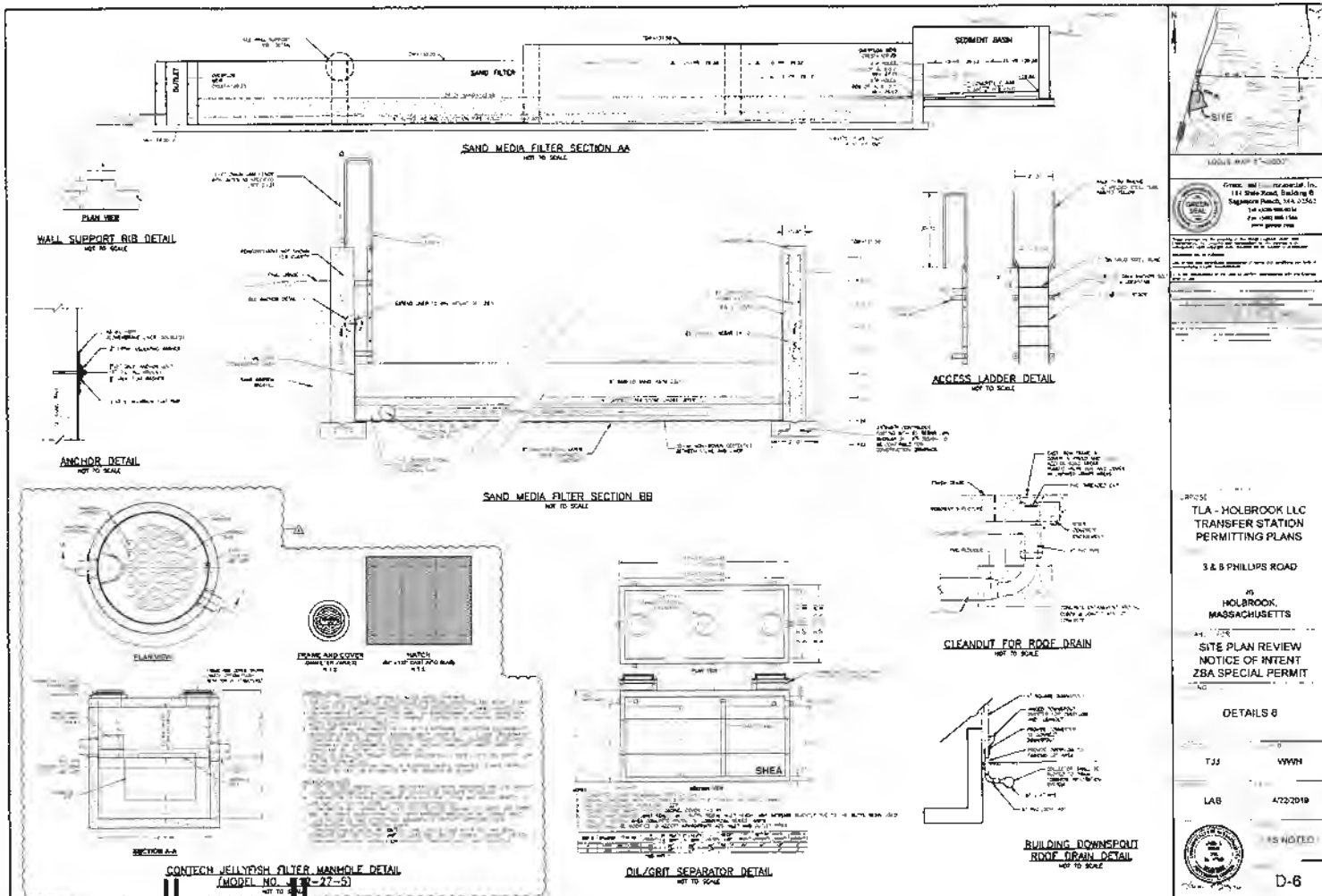
SITE PLAN REVIEW
NOTICE OF INTENT
ZBA SPECIAL PERMIT

DETAILS 5

DR	CDR
TJJ	WMM
LAB	4/23/2019

AS NOTED

D-5



PROSE

TLA - HOLBROOK LLC
TRANSFER STATION
PERMITTING PLANS

3 & B PHILLIPS ROAD
HOLBROOK,
MASSACHUSETTS

REVISION

NO. 1
SITE PLAN REVIEW
NOTICE OF INTENT
ZBA SPECIAL PERMIT

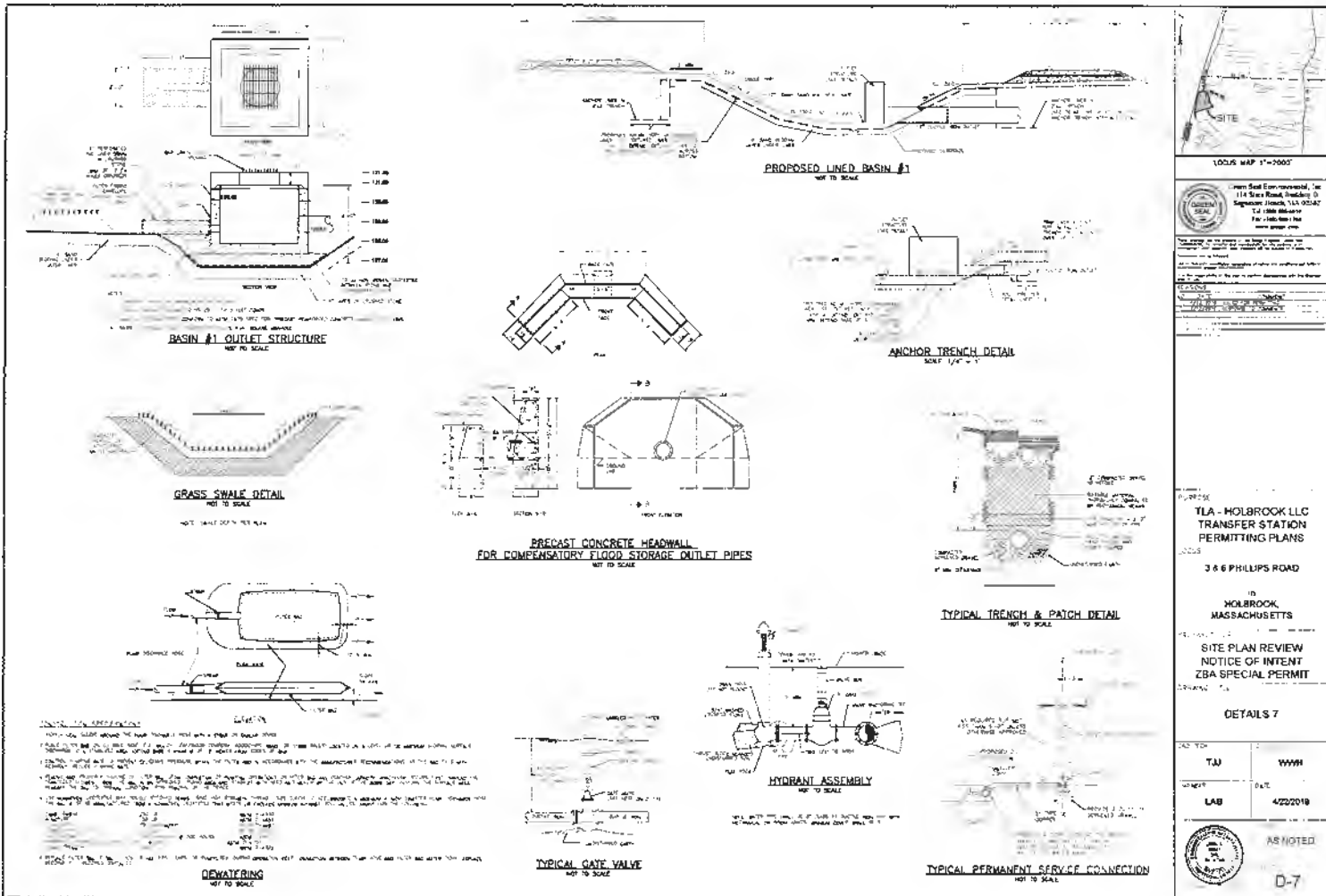
DETAILS 6

TJJ WYH

LAB 4/22/2019

AS NOTED

D-6



100% MAP 1"=500'

Green Seal Environmental, Inc.
 114 State Street, Reading, MA 01860
 Tel: (978) 666-6666 Fax: (978) 666-6666
 www.green-seal.com

Green Seal

PURPOSE
 TLA - HOLBROOK LLC
 TRANSFER STATION
 PERMITTING PLANS

LOCUS
 366 PHILLIPS ROAD
 HOLBROOK,
 MASSACHUSETTS

DATE
 4/22/2019

DESIGNED BY
 TJU

CHECKED BY
 WWH

DATE
 4/22/2019

LAB

AS NOTED

D-7

GENERAL NOTES

1. THE RECHARGER SHALL BE INSTALLED IN ACCORDANCE WITH THE RECHARGER MANUFACTURER'S INSTALLATION AND OPERATION MANUALS.
2. THE RECHARGER SHALL BE INSTALLED ON A CONCRETE SLAB ON GRADE.
3. THE RECHARGER SHALL BE INSTALLED IN A VENTILATED ENCLOSURE.
4. THE RECHARGER SHALL BE INSTALLED IN A LOCATION THAT IS ACCESSIBLE TO MAINTENANCE PERSONNEL.
5. THE RECHARGER SHALL BE INSTALLED IN A LOCATION THAT IS PROTECTED FROM VANDALISM AND UNAUTHORIZED ACCESS.
6. THE RECHARGER SHALL BE INSTALLED IN A LOCATION THAT IS PROTECTED FROM WEATHER AND OTHER ENVIRONMENTAL CONDITIONS.
7. THE RECHARGER SHALL BE INSTALLED IN A LOCATION THAT IS PROTECTED FROM COLLISION AND IMPACT.
8. THE RECHARGER SHALL BE INSTALLED IN A LOCATION THAT IS PROTECTED FROM OVERHEAD POWER LINES AND OTHER HAZARDOUS CONDITIONS.
9. THE RECHARGER SHALL BE INSTALLED IN A LOCATION THAT IS PROTECTED FROM FIRE AND OTHER HAZARDOUS CONDITIONS.
10. THE RECHARGER SHALL BE INSTALLED IN A LOCATION THAT IS PROTECTED FROM TERRORISM AND OTHER HAZARDOUS CONDITIONS.

CULTEC RECHARGER 280HD HEAVY DUTY THREE VIEW

CULTEC RECHARGER 280HD HEAVY DUTY END DETAIL INFORMATION

CULTEC RECHARGER 280HD HEAVY DUTY CROSS SECTION

CULTEC RECHARGER 280HD HEAVY DUTY TYPICAL INTERLOCK

CULTEC RECHARGER 280HD HEAVY DUTY PLAN VIEW

CULTEC FEED FROM OPTIONAL INSPECTION PORT ZOOM DETAIL

CULTEC INTERNAL MANIFOLD - OPTIONAL INSPECTION PORT DETAIL

LOCUS MAP 1"=1000'

T. J. JOHNSON
Professional Engineer
License No. 10450
State of Massachusetts

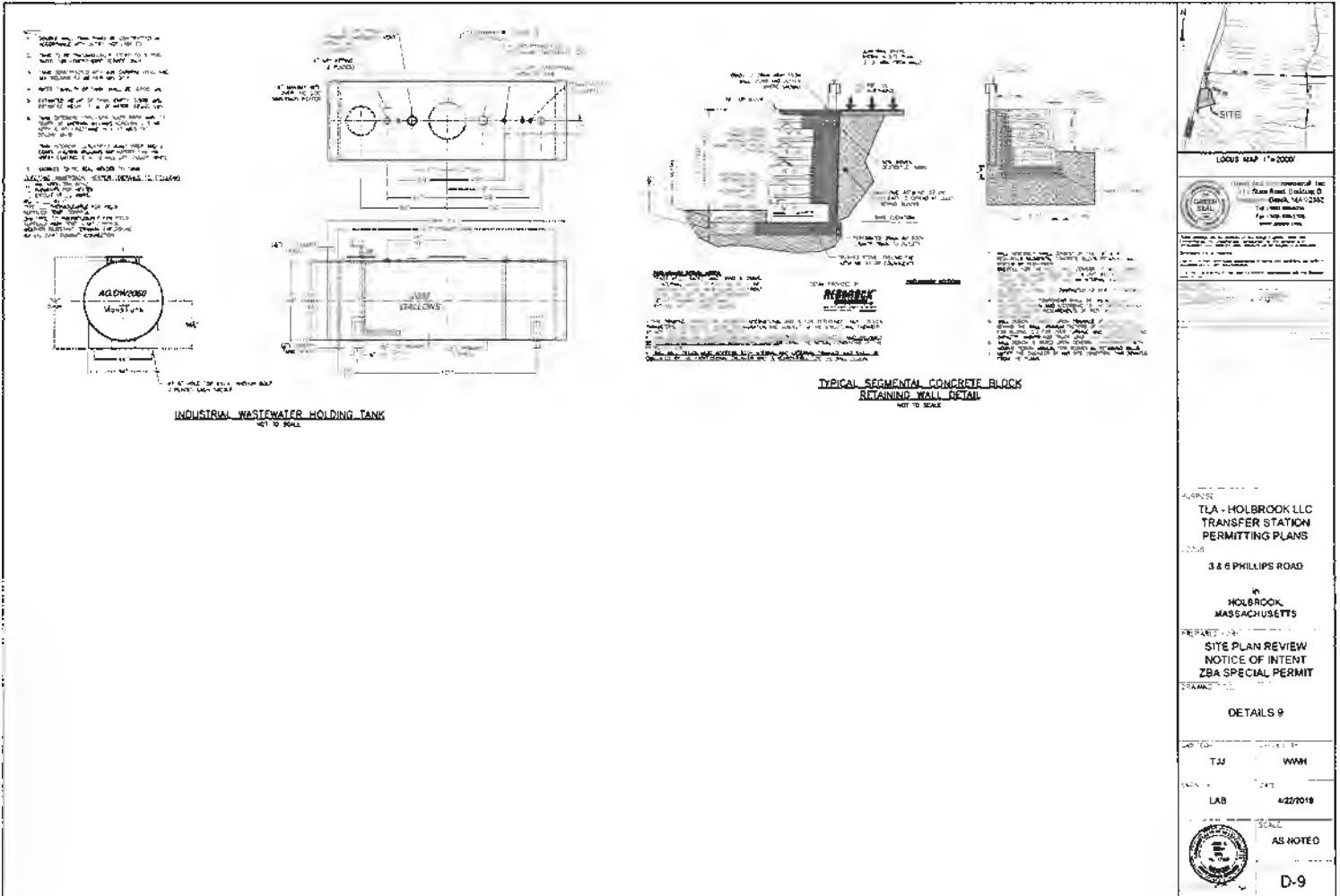
RECHARGER 280HD DETAIL SHEET TRAFFIC APPLICATION

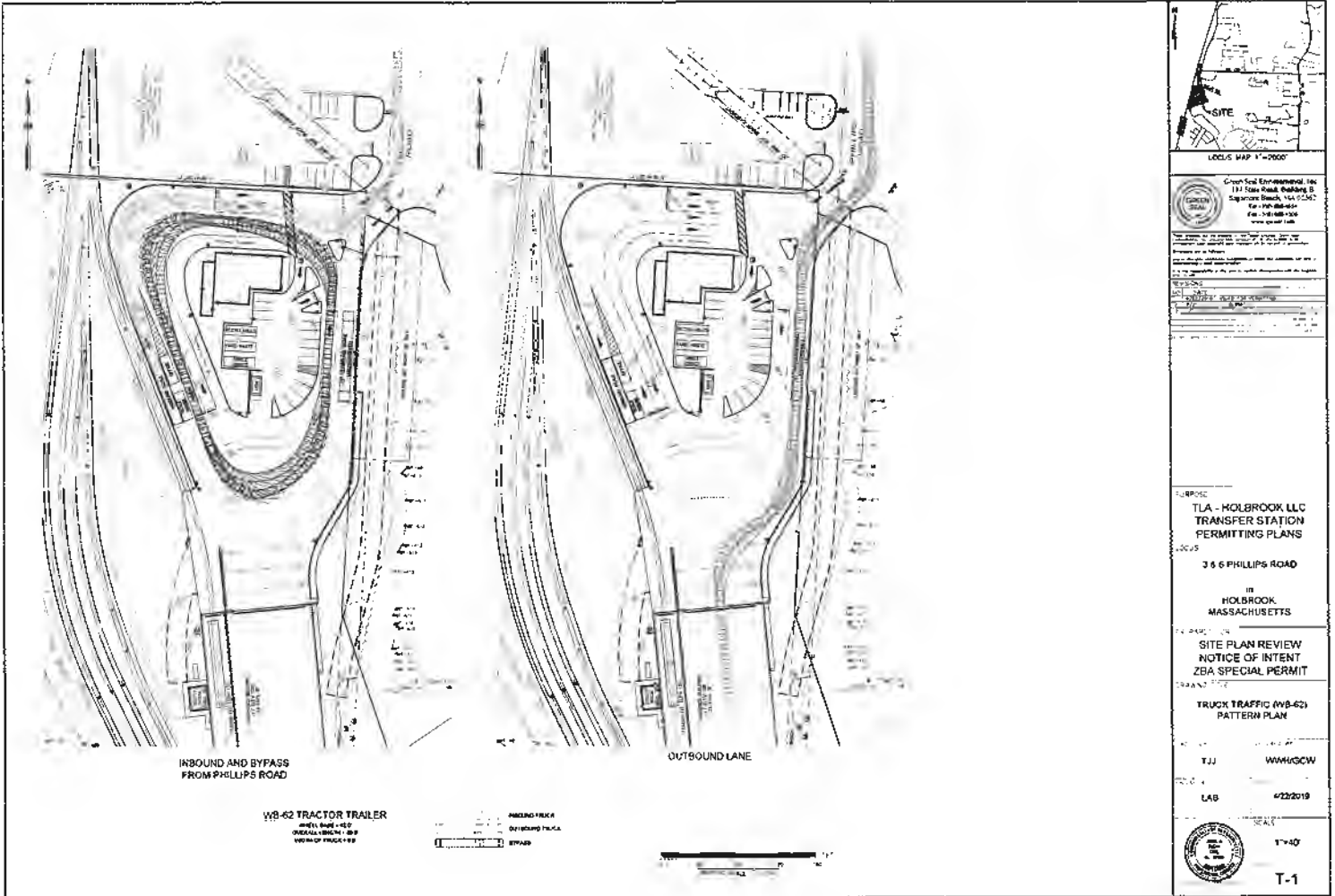
PROJECT NO. 118
DRAWN BY: G. C. C. CHECKED BY: B. C. C.
SCALE: 1"=8'

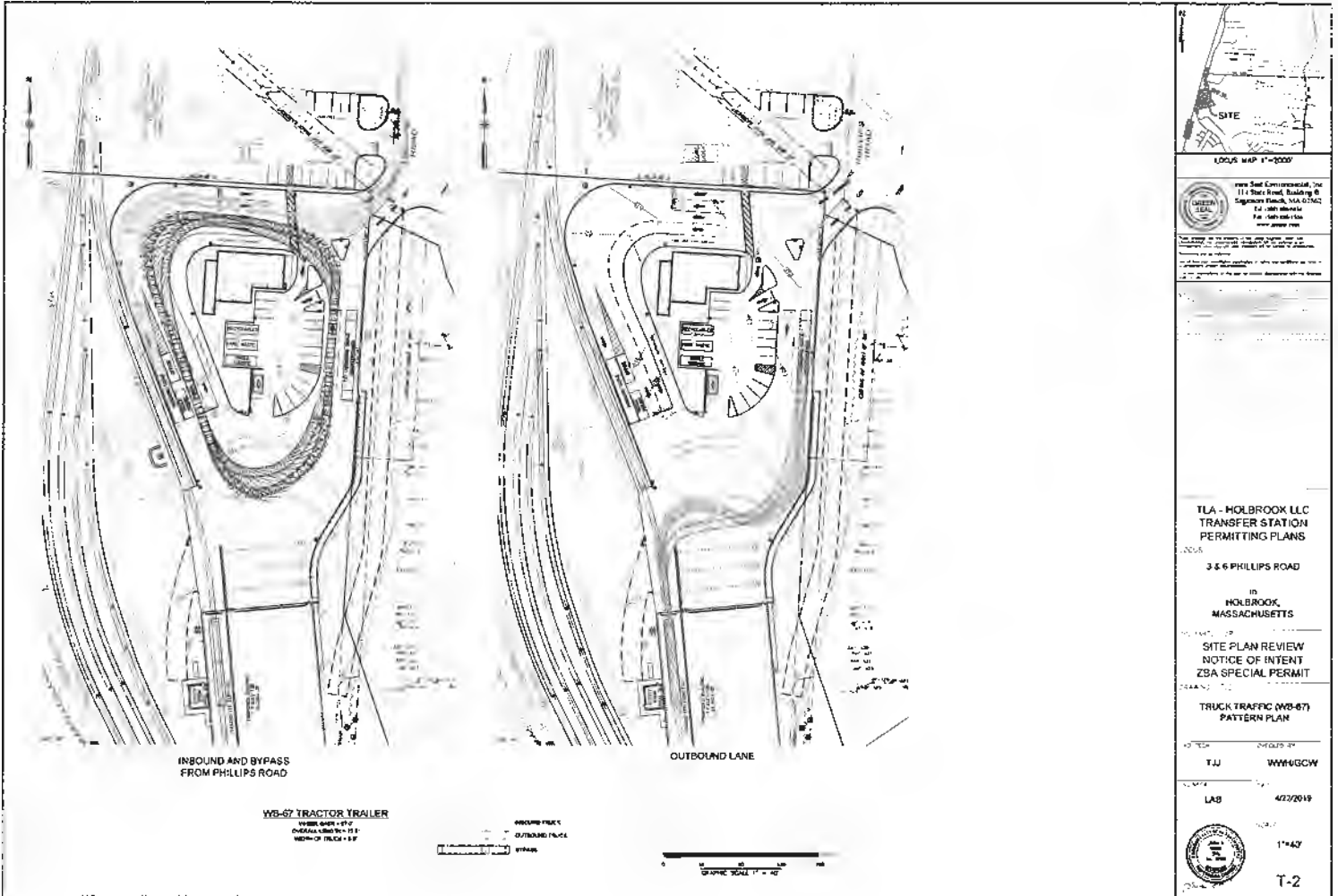
CULTEC FORM WATER NUMBER

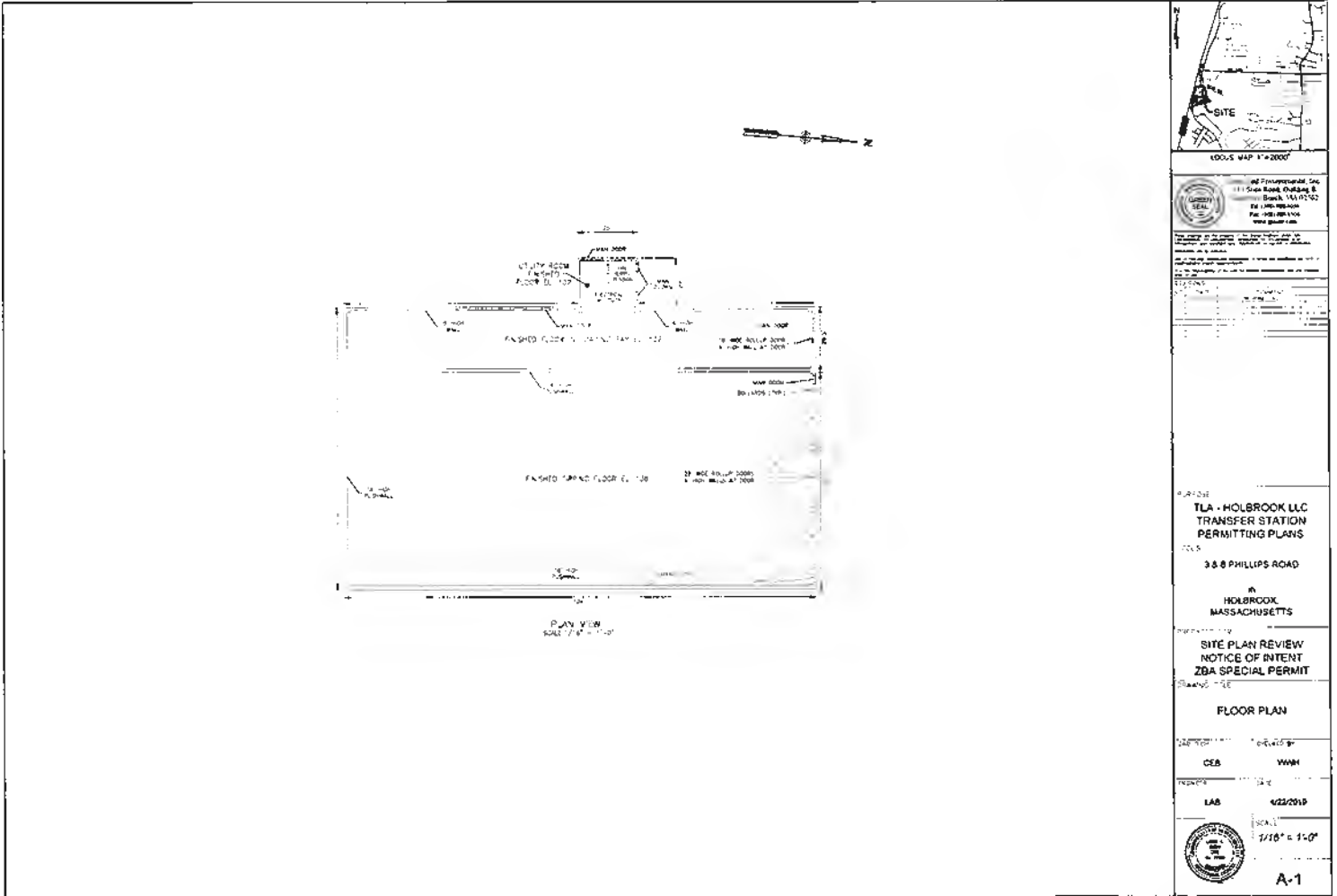
DATE: 4/22/2019
AS NOTED

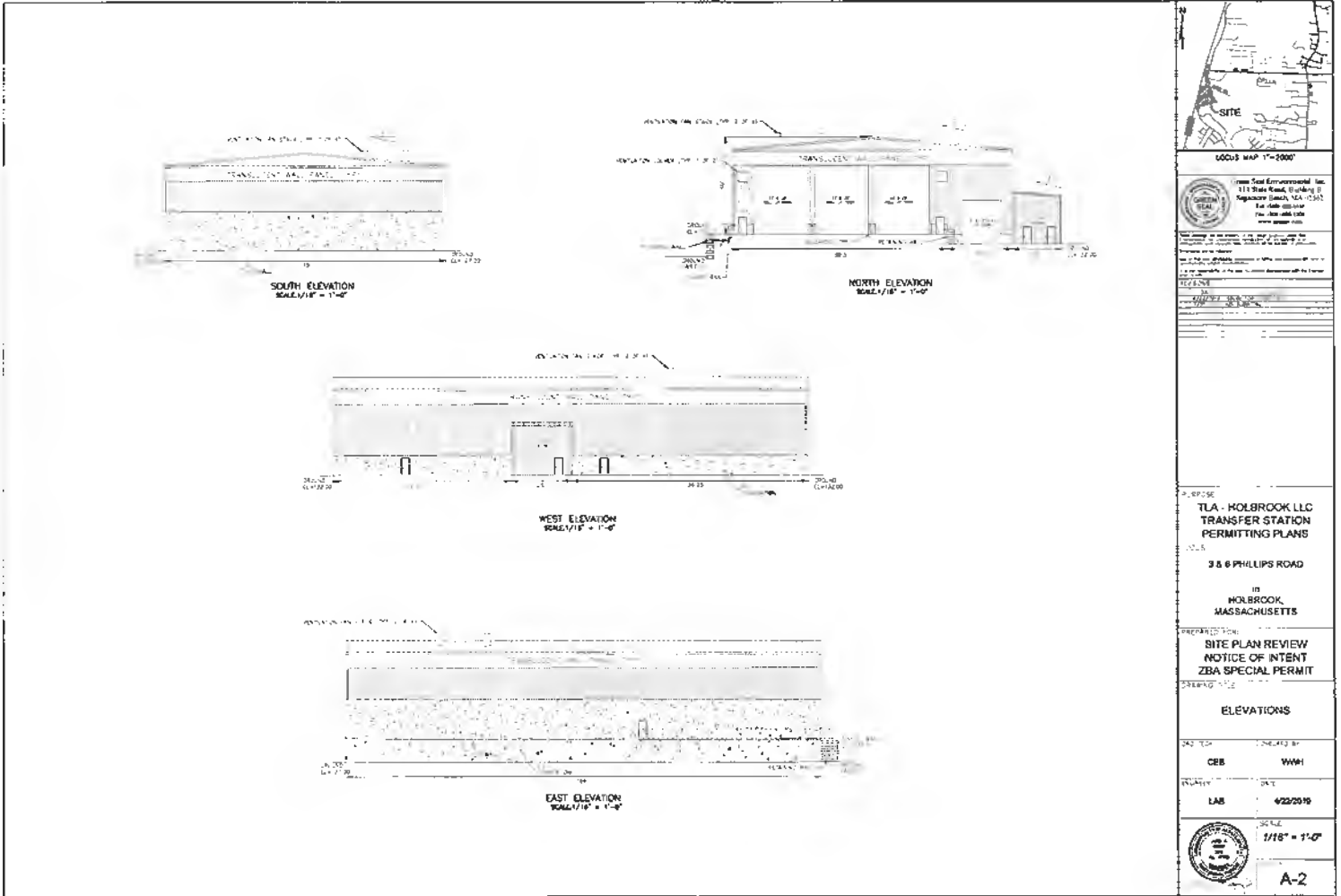
NOTE: 280HD FOR PROPOSED LINED UNDER ROAD DETENTION GALLERY











SOUTH ELEVATION
SCALE: 1/16" = 1'-0"

NORTH ELEVATION
SCALE: 1/16" = 1'-0"

WEST ELEVATION
SCALE: 1/16" = 1'-0"

EAST ELEVATION
SCALE: 1/16" = 1'-0"

NOTE:
1. SHADING CONTOUR TO BE SHOWN TO 200. OFFSET EDGE BY STYLE
MANUFACTURING AND DESCRIBED SHAD ON SCALE 1/16" BY VIEW.

TLA - HOLBROOK LLC TRANSFER STATION PERMITTING PLANS 3 & 6 PHILIPS ROAD HOLBROOK, MASSACHUSETTS	
SITE PLAN REVIEW NOTICE OF INTENT ZBA SPECIAL PERMIT	
ELEVATIONS	
DESIGNED BY CEB	DRAWN BY WWH
NUMBER LAB	DATE 4/22/2019
SCALE 1/16" = 1'-0"	
SHEET A-3	

1-3

Misty Sahagian

4 Charlesgate East

Apr 1.

App for map 02215

EXHIBIT 5

Holbrook health board OKs revised trash station project

The Patriot Ledger (Quincy, Massachusetts)

January 10, 2019 Thursday

Copyright 2019 The Patriot Ledger

Section: NEWS; Pg. 3

Length: 353 words

Byline: Jeanne M. Rideout

Body

Residents and officials hoping to block a trash transfer station proposed for the Holbrook-Randolph line are vowing to continue their fight after the Holbrook Board of Health voted to allow state-mandated modifications to the plan.

Health Board Chairman Paul Callinan and Vice-Chairman David Reilly voted in favor of the modifications sought by TLA Holbrook, the company behind the project, while the newest health board member, Katie Goldrick, was opposed. Holbrook and Randolph opponents of the trash transfer station had hoped the new round of hearings would lead to reconsideration of the project.

Randolph Town Councilor Ken Clifton, who opposes the project, said the town was "disappointed but not surprised" by the vote.

Callinan, who was selectman from 1999 to 2006 and has been involved with the trash station project for more than 10 years, defended the vote.

"We are convinced the modifications do not pose any health threat to the towns of Holbrook and Randolph," Callinan said.

"There is nothing significant enough to change our minds."

Holbrook Board of Selectmen Chairwoman Pamela Campanella, elected in April 2018, opposed the trash station project during her campaign and had shared the hope the health board would vote down the modifications.

"I'm disappointed. A lot of people are.

They had enough to go on to have a 'no' vote," Campanella said. "We have a lot of new residents who are just now finding out about the trash transfer station. More people in town don't want it than want it."

The transfer station proposed by TLA Holbrook would process up to 1,000 tons of trash per day and would be located on a contaminated 15-acre property in an industrial park adjacent to the Baird-McGuire Superfund site, once considered one of the most polluted sites in the country. As part of its proposal, TLA has agreed to remove all contamination from the site, which officials say would have cost Holbrook \$2 million.

The board of health granted the site assignment sought by TLA for the project in November 2017. Randolph appealed the decision the following month in Superior Court, where the case is pending.

Graphic

Holbrook health board OKs revised trash station project

FILE PHOTO • People protest the planned trash transfer station last year.

Classification

Language: ENGLISH

Publication-Type: Newspaper

Subject: HEALTH DEPARTMENTS (91%); REGIONAL & LOCAL GOVERNMENTS (90%); SOLID WASTE COLLECTION (90%); BOARDS OF DIRECTORS (78%); APPEALS (75%); MEDICINE & HEALTH (73%); HAZARDOUS WASTE (67%); SUPERFUND (62%)

Industry: HEALTH DEPARTMENTS (91%); SOLID WASTE COLLECTION (90%); HAZARDOUS WASTE (67%); INDUSTRIAL PROPERTY (62%); SUPERFUND (62%)

Geographic: MASSACHUSETTS, USA (92%)

Load-Date: January 12, 2019

End of Document

EXHIBIT 6



Town of Holbrook
50 North Franklin Street
Holbrook, Massachusetts 02343

Office of the
Conservation Commission
781-767-9058 Tel.
781-767-9362 Fax

HOLBROOK CONSERVATION COMMISSION
DENIAL ORDER OF CONDITIONS
TLA-HOLBROOK

RECEIVED
HOLBROOK TOWN CLERK
2025 JAN 31 A 10:29

1. DOCUMENTS REVIEWED

- Wetlands Protection Act Form 3: Notice of Intent, dated/signed August 31, 2023.
- Proposed Site Plan of TLA-Holbrook LLC, 40 Shawmut Road, Canton, MA 02021, revision date received October 28, 2024.
- Wetland Resource Area Delineation Report for 3 and 6 Philips Road in Holbrook, Massachusetts; by Tunison Environmental Consultants, P.O. Box 992, 11 South Park Avenue, Plymouth, MA 02362., September 4, 2018.
- Third Party Reviews of NOI by Civil & Environmental Consultants (CEC), Inc., 31 Bellows Road, Raynham, MA 02767, dated May 28, 2024; Lucas Environmental, LLC, 500A Washington Street, Quincy, MA 02169, dated April 29, 2024.
- Flood Rate Study.
- Riverfront Area – Alternative Site Configurations.
- Stormwater Report. 1, 3, & 6 Philips Road, Holbrook, MA by Green Seal Environmental, LLC, 114 State Road, Building B, Sagamore Beach, MA 02562
- NHESP Correspondence, Massachusetts Division of Fisheries and Wildlife, September 26, 2023.
- Wetland Replications and Ecological Restoration Plan; by Tunison Environmental Consultants, P.O. Box 992, 11 South Park Avenue, Plymouth, MA 02362., Updated October 10, 2019.
- Existing Site Photographs.
- Abutter Information.
- Additional Pertinent Information.
- GSE 2023/24 Responses to Third-Party Comments for File No. 182-0557.
- MassDEP Review Comments on File No. 182-0557.

2. PROCEDURAL SUMMARY

This Notice of Intent is for work that was previously considered under File No. 182-517 in 2020. The Holbrook Conservation Commission (the Commission) denied an extension of File No. 182-517 in June 2023. The Project was then re-filed in October 2023, and assigned File No. 182-0557. The Applicant then withdrew and refiled the same application due to some attendance

issues at the Commission. It was then agreed by both parties that the Project would be reviewed and closed within three public hearings, using the peer reviews conducted under File No. 182-0557. The Applicant proclaimed that no changes were made to the Project. The Commission reopened the public hearing on the Notice of Intent in October, 2024 and closed public hearings on January 13, 2025. The Commission closed the hearing, and on that date, was moved by a motion to vote on the Proposal, approved by a majority, and then voted to DENY, by a vote 6-1-0 (6 in favor of denial, 1 against denial, 0 abstention) to DENY the Project under the Massachusetts Wetlands Protection Act (the "WPA") and the Holbrook Wetlands Protection Bylaw (the "Bylaw") for the reasons set forth below:

3. FINDINGS OF FACT AND LAW UNDER THE ACT AND THE BYLAW

A. Existing Conditions

- Site is located in the western portion of Holbrook abutting MBTA commuter rail to the west, the Baird & McGuire Superfund site to the south, the Cochato River to the east, light industrial properties to the north. Activity Use Limitations (AULs) and Institutional Controls (ICs) exist for the Baird & McGuire Superfund Site including those related to drainage, excavation, stormwater activities, and any activities that could impact the protectiveness of the remedies in place.
- 3 Philips Road – 11 acres, former site of Holbrook Chemical Company, operated from the 1950's to 1980's.
- 6 Philips Road – 13 acres, 3.5 acres leased by Applicant. Abuts the Cochato River and a site access road. Southern portion within Baird & McGuire Superfund Site.
- 1 Philips Road – 1.2 acres, currently paved, proposed use is employee parking.

B. The Project, as proposed, involves the following activities:

- Demolition of existing buildings.
- Redevelopment of the site into a rail-served municipal solid waste transfer station and residential recycling and drop-off area (the Facility).
- Construction of a new building to receive MSW.
- New railroad spur and siding.
- Building site access roads.
- Appurtenances—scale house, scales, stormwater management system, flood storage, utilities.
- Wetland replication and riverfront area restoration

C. The following Resource Areas are present on the site and/or within 100' (200' if Riverfront Area), and are confirmed as accurate:

- Riverfront Area
- Bordering Vegetated Wetlands
- Bordering Land Subject to Flooding
- Notice of Activity & Use Limitation

D. The areas in which work is proposed are significant to the interests identified in the WPA Form 5 Order of Conditions. Additional interests identified in Section 11-7-4 of the Town of Holbrook-Wetlands Protection By-law that are significant to this project include: **tree removal**.

E. Based on the documents received and reviewed by the Conservation Commission, as well as testimony during the public hearing as reflected in the meeting minutes, the Conservation Commission concludes that the proposed Project WILL alter and adversely affect Resource Areas under the Act and the Bylaw, and that the work as proposed CANNOT be conditioned to meet the performance standards so as not to have significant or cumulative effects upon the interests of the Act and the Bylaw.

F. Language from the Act and the Bylaw is *italicized*. Responses of the Commission are in bold type.

The reasoning for the decision is as follows:

Riverfront Area Alternatives Analysis

The Act:

- "in the case of riverfront areas, no order issued by a conservation commission, board of selectmen, mayor, or the department shall permit any work unless the applicant, in addition to meeting the otherwise applicable requirements of this section, has proved by a preponderance of the evidence that...(2) there is no practicable and substantially equivalent economic alternative to the proposed project with less adverse effects on such purposes." G.L. c. 131, §40.
- 310 CMR 10.58(3) *Presumption*. *Where a proposed activity involves work within the riverfront area, the issuing authority shall presume that the area is significant to protect the private or public water supply; to protect the groundwater; to provide flood control; to prevent storm damage; to prevent pollution; to protect land containing shellfish; to **protect wildlife habitat**; and to protect fisheries.*
- 310 CMR 10.58(4)(c) *Practicable and Substantially Equivalent Economic Alternatives*. *There must be no practicable and substantially equivalent economic alternative to the proposed project with less adverse effects on the interests identified in [the Act].*
- 310 CMR 10.58(4)(c)(3) *Evaluation of Alternatives*. *The applicant shall demonstrate that there are no practicable and substantially equivalent economic alternatives as defined in 310 CMR 10.58(4)(c)(1), within the scope of alternatives as set forth in 310 CMR 10.58(4)(c)(2), with less adverse effects on the interests identified in [the Act]....Projects within the scope of alternative must be evaluated to determine whether any are practicable. As much of a project as feasible shall be sited outside of the riverfront area. If siting of a project entirely outside the riverfront area is not practicable, the alternatives shall be evaluated to locate the project as far as possible from the river...If there is a practicable and substantially equivalent economic alternative with less adverse effects, the proposed work shall be denied and the applicant may either withdraw the Notice of*

Intent or receive an Order of Conditions for the alternative, provided the applicant submitted sufficient information on the alternative in the Notice of Intent.

The Conservation Commission questions the decision not require an Environmental Impact Report for this Project, and would request that the decision be reversed. This decision resulted in a situation where the Applicant was not required to extend the search for practicable alternatives beyond the one Municipality, Holbrook, and to extend it to a regional search, on these grounds:

- The Commission believes that a reasonable assessment of the scale of this Project would conclude that the Project is indeed of a regional scale, and therefore, the search for alternatives should be required to extend beyond the bounds of one municipality. A project built to receive 1000 tons per day MSW, six days per week, as this Project proposes, would be, to the mind of a reasonable person or agency, a regional project.

Redevelopment Within Previously Developed Riverfront Areas

The Act:

- 310 CMR 10.58(5) Redevelopment Within Previously Developed Riverfront Areas: Restoration and Mitigation. *Notwithstanding the provisions of 310 CMR 10.58(4)(c) and (d), the issuing authority may allow work to redevelop a previously developed riverfront area, provided the proposed work improves existing conditions... Work to redevelop previously developed riverfront areas shall conform to the following criteria:*
 - a. At a minimum, proposed work shall result in an improvement over existing conditions of the capacity of the riverfront area to protect the interests identified in [the Act]...*
 - b. Stormwater management is provided according to standards established by the Department.*
 - c. Within 200 foot riverfront areas, proposed work shall not be closer to the river than existing conditions or 100 feet, whichever is less, or not closer than existing conditions within 25 foot riverfront areas, except in accordance with 310 CMR 10.58(5)(f) or (g).*
 - d. Proposed work, including expansion of existing structures, shall be located outside the riverfront area or toward the riverfront area boundary and away from the river, except in accordance with 310 CMR 10.58(5)(f) or (g).*
 - e. The area of proposed work shall not exceed the amount of degraded area, provided that the proposed work may alter up to 10% if the degraded area is less than 10% of the riverfront area, except in accordance with 310 CMR 10.58(5)(f) or (g).*

- f. *When applicant proposes restoration on-site of degraded riverfront area, alteration may be allowed notwithstanding the criteria of 310 CMR 10.58(5)(c), (d) and (e) in a ratio in square feet of at least 1:1 of restored area to area of alteration not conforming to the criteria. Areas immediately along the river shall be selected for restoration. Alteration not conforming to the criteria shall begin at the riverfront area boundary. Restoration shall include:*
1. *Removal of all debris, but retaining any trees or other mature vegetation;*
 2. *Grading to a topography which reduces runoff and increases infiltration;*
 3. *Coverage by topsoil at a depth consistent with natural conditions at the site; and;*
 4. *Seeding and planting with an erosion control seed mixture, followed by plantings of herbaceous and woody species appropriate to the site;*
- g. *When an applicant proposes mitigation either on-site or in the riverfront area within the same general area of the river basin, alteration may be allowed notwithstanding the criteria of 310 CMR 10.58(5)(c), (d), or (e) at a ratio in square feet of at least 2:1 of mitigation area to area of alteration not conforming to the criteria or an equivalent level of environmental protection where square footage is not a relevant measure. Alteration not conforming to the criteria shall begin at the riverfront area boundary. Mitigation may include off-site restoration of riverfront areas, conservation restrictions under M.G.L. c. 184 31 through 33 to preserve undisturbed riverfront areas that could be otherwise altered under 310 CMR 10.00, the purchase of development rights within the riverfront area, the restoration of bordering vegetated wetland, projects to remedy an existing adverse impact on the interests identified in M.G.L. c. 131 40 for which the applicant is not legally responsible, or similar activities undertaken voluntarily by the applicant which will support determination by the issuing authority of no significant adverse impact. Preference shall be given to potential mitigation projects, if any, identified in a River Basin Plan approved by the Secretary of the Executive Office of Energy and Environmental Affairs.*

The proposed TLA site is a former chemical facility, but the Commission disputes the assertion that the entire riverfront area is a disturbed site. Approximately 54% of the riverfront area is currently wooded hosting a variety of deciduous trees and shrubs, and would be considered by a reasonable person or agency, a natural area. This area protects the river bank from erosion, serves as a floodplain and is home to wildlife.

One of the primary interests of the WPA is to protect wildlife habitat. One of the Commission's peer review experts conceded at the December 23, 2024 Commission public hearing that a majority of the riverfront area is, in fact, not degraded by invasive plants and thus did not need to be ecologically restored. This riverfront area thus does serve a useful

function for the health and propagation of wildlife and therefore should be protected from the adverse impacts which this Project would bring to the site.

The rail spur corridor issue will be addressed separately in the Bylaw section of this report. TLA cites the existence of an abandoned rail spur located on the west side of the site, coursing southeast, as a precedent to expand the rail spur. TLA's current proposal is to build a four-track rail spur through the site which extends into the Baird McGuire Superfund Site marked by a chain link fence. This site is administered by EPA and MassDEP. The area that TLA proposes to expand into is under a Notice of Activity and Use Limitation (NAUL), issued by EPA in 2018. The NAUL'S express purpose is to prevent activity that would disturb environmental remediation and contaminated soils and groundwater within and associated with the ongoing Superfund remediation. Constructing these sidings would require excavation of existing wetland soils within the restricted area and placement of fill per CSX's specs. TLA has testified that they have not requested permission from EPA to disturb this NAUL site, nor do they know whether or not they can get it. EPA does have jurisdiction over this section of land, but that said, the NAUL overlaps Riverfront area which is associated with the TLA Project, and thus, under the Commission's jurisdiction, as noted by TLA in their NOI which lists 6 Philips Road as part of their project. The Commission feels that the disturbance of this section of Riverfront area does not meet the standard of 310 CMR 10.58(5), "provided the proposed work improves existing conditions". The work proposed by TLA, in the Riverfront area and in the NAUL does not improve the existing condition.

The 10-year flood zone water mark extends over and beyond paved entrance to the site, flooding it, which means that during flood events trucks leaving the site would track contaminants off-site and onto Town roadways. When questioned as to how the TLA would address this situation, the answer given to The Commission in open session was that there was nothing they could do to resolve the situation.

The 10-year flood elevation also exceeds the invert elevation of the stormwater outfall. TLA proposed a check valve, but with no backup and failure of the check valve, water could backflow into the storm drain system and release grease/oil, toxic waste, and other contaminants into the environment.

The 100-year floodplain reaches to the footing of the proposed building, housing the tip floor. A similar situation exists where infiltration of water could reach inside the building. TLA is proposing to deposit contaminated soil inside the perimeter of the foundation, and under the tip floor where infiltrated floodwater could saturate contaminated soil and allow it to leach into surrounding soil and ultimately, the Cochato River.

When asked if a screen could be erected between the Project and wooded Riverfront area, in order to trap airborne trash blowing into the Riverfront area, the answer was—no. The question was asked several times with the same response.

When it was requested that a wall be built between the Project and the wooded Riverfront area, as a way to buffer the Riverfront area from noise, odors, smoke and other disturbances created by the Project that would negatively impact wildlife in the Riverfront area, the answer from TLA was, again, a firm – no.

The Bylaw:

- **Section 11-7: Wetland Protection By-laws.** TOWN OF HOLBROOK GENERAL BY-LAWS, AS AMENDED: STM/NOV. 16, 2022 Art. 16
- **Section 1. Purpose:** *The purpose of this by-law is to protect the wetlands, related water resources, and adjoining land areas in the Town of Holbrook by controlling activities likely to have a significant or cumulative effect upon the important public values of those areas, which include, without limitation, the following: public or private water supply, groundwater supply, flood control, erosion and sedimentation control, storm damage prevention, water pollution control, fisheries, wildlife habitat, agricultural, aquaculture, recreation values and the historic and natural scenic character of wetland resource areas, watercourses, lakes and ponds deemed important to the community (collectively, the "interests protected by this by-law").*
- **Section 2. Jurisdiction:** *Except as permitted by the Holbrook Conservation Commission ("The Commission") or as provided in this by-law, no person shall remove, fill, dredge, build upon, degrade, or otherwise alter the following resource areas: any bank, freshwater inland marsh, wet meadow, bog, swamp, vernal pool, reservoir, lake, pond, creek, river or stream, or any land under said waters or any land subject to flooding or inundation by groundwater or surface water, or any land within 100 feet of any of the aforesaid resource areas (collectively, the "interests protected by this by-law").*
- **Section 4. Application for Permits and Requests for Determination:** *In no case shall more than 50% of the tree cover be removed for any 100-foot long section of Buffer Zone, except in case of hardship where the applicant can demonstrate that no reasonable alternative exists. Tree cover is measured, for the purposes of this section, as the basal area of trees with a 5-inch or greater DBH (diameter at breast height).*
- **Section 7. Burden of Proof:** *The applicant shall; have the burden of proving by a preponderance of the credible evidence, that the work proposed in the permit application will not have unacceptable significant cumulative effect upon the interests protected by this by-law. Failure to provide adequate evidence to the Commission supporting this burden, shall be sufficient cause for the Commission to deny such permit or to grant a permit with conditions.*

TLA's Proposal violates Section 11-7: Section 4, of the Town of Holbrook's By-law, stated above. TLA's Proposal removes more than 50% of the trees for any 100-foot-long section of Buffer Zone.

Any hardship claim made by TLA that would exempt them from this By-law is also negated, by the fact that there is no space available on the site with soil/water conditions conducive to the growth of healthy specimens of the trees proposed to be removed.

Conservation Commission Meeting, Monday, January 13, 2025

In attendance: Will Conrad, Chair; Fred White, Vice Chair; John Russo; Frank Duggan; Rich Coombs; Brian Lutz; Zachary Kontra

TLA-Holbrook LLC, Notice of Intent

At a duly posted meeting of the Holbrook Conservation Commission on January 13, 2025 a motion was made and passed as follows:

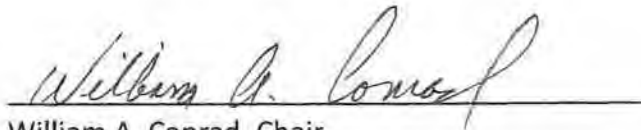
MOTION: Mr. Duggan motion to deny the project due to the violation of the tree bylaw;

SECOND: Mr. Kontra;

VOTE: (6:1) Will Conrad-yes; Richard Coombs-yes; Brian Lutz-yes; Frank Duggan-yes; John Russo-yes, Zackary Kontra-yes

Fred White-no.

Motion Denied

A handwritten signature in cursive script, reading "William A. Conrad", is written over a horizontal line.

William A. Conrad, Chair

EXHIBIT 7



Commonwealth of Massachusetts | Executive Office of Energy and Environmental Affairs

Department of Environmental Protection

Southeast Regional Office

Address: 20 Riverside Drive, Lakeville, MA 02347 | Phone: 508-946-2700

Maura T. Healey

Governor

Kim Driscoll

Lieutenant Governor

Rebecca Tepper

Secretary

Bonnie Heiple

Commissioner

FEB - 6 2026

TLA-Holbrook LLC
C/o Michael S. Campinell, Esq.
Beveridge & Diamond, PC
155 Federal Street, Suite 1600
Boston, Massachusetts 02110

RE: HOLBROOK - Wetlands
File No. SE 182-0562
Superseding Order of Conditions

Dear Attorney Campinell:

Following an in-depth review of the above-referenced file, and in accordance with Massachusetts General Laws, Chapter 131, Section 40, the Department of Environmental Protection (MassDEP) has issued the enclosed Superseding Order of Conditions (SOC).

The SOC approves the redevelopment of 3 Phillips Road with associated work on 1 and 6 Phillips Road including the construction of a municipal solid waste transfer facility.

Resource areas on the property include Bordering Vegetated Wetland (BVW), Bordering Land Subject to Flooding (BLSF), and Riverfront Area. Work will occur within BLSF, Riverfront Area, and Isolated Vegetated Wetland.

In the opinion of the Department, the project as proposed and conditioned herein adequately protects the interests of the Wetlands Protection Act. The Department reserves the right, should there be further proceedings in this matter, to raise additional issues and present further evidence as may be appropriate.

If you have any questions regarding this SOC, or require further assistance, please contact Mark Bartow at (508) 946-2746, or by e-mail at Mark.Bartow@mass.gov.

Sincerely,

Maissoun E. Reda, Chief
Wetlands Program
Bureau of Water Resources

Enclosure

CERTIFIED MAIL # 9589 0710 5270 0284 2490 48

cc: Holbrook Conservation Commission

Caroline Smith Quijada, Esq.
McGregor Legere & Stevens PC
15 Court Square, Suite 660
Boston, MA 02108

ecc: DEP-SERO
Mark Dakers



WPA Form 5 – Superseding Order of Conditions
Massachusetts Department of Environmental Protection
 Bureau of Water Resources – Wetlands
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §4

MassDEP File #
 SE 182-0562

A. General Information

1. From: Massachusetts Department of Environmental Protection
Issuing Authority

2. This issuance is for (check one):
 a. Superseding Order of Conditions
 b. Amended Superseding Order of Conditions

3. To: Applicant:
TLA-Holbrook LLC
 a. First Name b. Last Name

C/o Michael S. Campinell, Esq., Beveridge & Diamond, PC
 c. Organization

155 Federal Street, Suite 1600
 d. Mailing Address Line 1

Boston MA 02110
 e. City/Town f. State g. Zip Code

4. Property Owner (if different from applicant):
 a. First Name b. Last Name

Town of Holbrook
 c. Organization

50 North Franklin Street
 d. Mailing Address Line 1

Holbrook MA 02343
 e. City/Town f. State g. Zip Code

5. Project Location:
1, 3 & 6 Phillips Road Holbrook
 a. Street Address b. City/Town

19 Lots 2, 3 and 12
 c. Assessors Map/Plat Number d. Parcel/Lot Number

Latitude and Longitude, if known: 42.15163N -70.02789W
 e. Latitude f. Longitude



WPA Form 5 – Superseding Order of Conditions
Massachusetts Department of Environmental Protection
 Bureau of Water Resources – Wetlands
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §4

MassDEP File #
SE 182-0562

A. General Information (cont'd)

6. Property recorded at the Registry of Deeds (attach additional information if more than one parcel):

Norfolk	
a. County	b. Certificate (if registered land)
30621 1 Phillips Road; 3867 3 Phillips Road; 31147 6 Phillips Road	126 1 Phillips Road; 416 3 Phillips Road; 13 6 Phillips Road

7. Dates: 10/28/24 10/10/25 3/5/25
 a. Date NOI Filed b. Date of Site Visit c. Date of Issuance of Local Order

8. Final Approved Plans and Other Documents (attach additional plans or document references):

Permitting Plans – See Attached - Appendix A Pages 16, 17, 18

a. Plan Title	
Green Seal Environmental	Laura Bugay, P.E.
b. Prepared By	c. Signed and Stamped By
through June 24, 2024	varies
d. Final Revision Date	e. Scale
Figures 1 through 6 included in NOI	various
f. Additional Plan or Document Title	g. Date

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act - Following the review of the above-referenced Notice of Intent and based on the information provided in this application, the Department finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act. Check all that apply:

- a. Public Water Supply
- b. Land Containing Shellfish
- c. Prevention of Pollution
- d. Private Water Supply
- e. Fisheries
- f. Protection of Wildlife Habitat
- g. Groundwater Supply
- h. Storm Damage Prevention
- i. Flood Control

2. This Department hereby finds the project, as proposed, is (check one):

Approved subject to:

- a. the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. The Department orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.



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B. Findings (cont'd)

Denied because:

- b. the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect these interests, and a final Order of Conditions is issued. A description of the performance standards which the proposed work cannot meet is attached to this Order.
- c. the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order.**

Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)

- 3. Buffer Zone Impacts: Shortest distance between limit of project disturbance and wetland boundary (if available) a. _____
linear feet

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	a. _____ linear feet	b. _____ linear feet	c. _____ linear feet	d. _____ linear feet
5. <input checked="" type="checkbox"/> Bordering Vegetated Wetland	0 a. square feet	0 b. square feet	7,635 c. square feet	7,635 d. square
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	a. _____ square feet	b. _____ square feet	c. _____ square feet	d. _____ square
7. <input checked="" type="checkbox"/> Bordering Land Subject to Flooding	e. _____ c/y 24,759 a. square feet	f. _____ c/y dredged 24,759 b. square feet	43,006 c. square feet	43,006 d. square
Cubic Feet Flood Storage	6,747 e. cubic feet	6,747 f. cubic feet	7,422 g. cubic feet	7,422 h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	a. _____ square feet	b. _____ square feet		
9. <input checked="" type="checkbox"/> Riverfront area	c. _____ cubic feet 64,451 a. total sq.	d. _____ cubic feet 64,451 b. total sq.	e. _____ cubic feet	f. _____ cubic feet
Sq feet within 100 feet	17,401 c. square feet	17,401 d. square feet	17,401 e. square feet	17,401 f. square
Sq feet between 100-200 feet	47,050 g. square feet	47,050 h. square feet	47,050 i. square feet	47,050 j. square



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B. Findings (cont'd)

Coastal Resource Area Impacts: Check all that apply below. (For Approvals Only)

10. Designated Port Areas - Indicate size under Land Under the Ocean, below

Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
------------------------	-------------------------	-------------------------	--------------------------

11. Land Under the Ocean

a. square feet	b. square feet
c. c/y	d. c/y

12. Barrier Beaches - Indicate size under Coastal Beaches and/or Coastal Dunes below.

13. Coastal Beaches

a. square feet	b. square feet	c. c/y nourish.	d. c/y
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14. Coastal Dunes

a. square feet	b. square feet	c. c/y nourish.	d. c/y
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15. Coastal Banks

a. linear feet	b. linear feet
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16. Rocky Intertidal Shores

a. square feet	b. square feet
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17. Salt Marshes

a. square feet	b. square feet	c. square feet	d. square
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18. Land Under Salt Ponds

a. square feet	b. square feet
----------------	----------------

c. c/y	d. c/y
--------	--------

19. Land Containing Shellfish

a. square feet	b. square feet	c. square feet	d. square
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20. Fish Runs - Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above

a. c/y	b. c/y
--------	--------

21. Land Subject to Coastal Storm
Flowage

a. square	b. square
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C. General Conditions Under Massachusetts Wetlands Protection Act

(only applicable to approved projects)

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. the work is a maintenance dredging project as provided for in the Act; or
 - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. If this Order constitutes an Amended Superseding Order of Conditions, this Amended Superseding Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Superseding Order will expire on _____ unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Department on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

"Massachusetts Department of Environmental Protection" [or, "MA DEP"]

"File Number SE 182-0562 "



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before DEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Department of Environmental Protection.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Department in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Department.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Department, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.

NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS

19. **The work associated with this Order (the “Project”) is (1) is not (2) subject to the Massachusetts Stormwater Standards. If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:**
 - a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
- i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
 - ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
 - iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;
 - iv.* all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;
 - v.* any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 19(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMPs Operation and Maintenance Plan ("O&M Plan") and certifying the following: *i.*) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and *ii.*) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, and acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- g) The responsible party shall:
1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
 2. Make the maintenance log available to MassDEP and the Conservation Commission (“Commission”) upon request; and
 3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Brief Project Description: Redevelopment of an existing industrial-use facility to a municipal transfer station.

Special Conditions (See attached sheet(s) for additional Special Conditions numbered 1 through 22).

D. Findings Under Municipal Wetlands Bylaw or Ordinance

To the extent that the Order is based on a municipal bylaw or ordinance, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no jurisdiction to supersede the local by-law order.



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E. Issuance

This Order is valid for three years from the date of issuance, unless otherwise specified as a special condition pursuant to General Conditions 4 or 6.

Issued by: **Massachusetts Department of Environmental Protection:**

Signature:

Maissoun E. Reda
Maissoun E. Reda, Chief, Wetlands Program,

Bureau of Water Resources

This Order is issued to the applicant as follows:

by Hand delivery on:

Date

by certified mail on:

FEB - 0 2026

Date Certified Mail # 9589 0710 5270 0284 2490 48

G. Appeal Rights and Time Limits

The applicant, the landowner, any person aggrieved by the Superseding Order, Determination or other Reviewable Decision as defined at 310 CMR 10.04, who previously participated in the proceedings leading to this Reviewable Decision, the conservation commission, or any ten (10) residents of the city or town where the land is located if at least one resident was previously a participant in the permit proceeding, are hereby notified of their right to appeal this Reviewable Decision pursuant to M.G.L. c.30A, § 10, provided the request is made by certified mail or hand delivery to the Department, along with the appropriate filing fee and a MassDEP Fee Transmittal Form within ten (10) business days of the date of issuance of this Superseding Order or Determination, and addressed to:

Case Administrator
Office of Appeals and Dispute Resolution
Department of Environmental Protection
One Winter Street, 2nd Floor
Boston, MA 02108

A copy of the request (hereinafter also referred to as Appeal Notice) shall at the same time be sent by certified mail or hand delivery to the Conservation Commission, the applicant, the person that requested the Superseding Order or Determination, and the issuing office of the MassDEP at:

MassDEP
20 Riverside Drive
Lakeville, MA 02347

In the event that a ten resident group requested the Superseding Order or Determination, the Appeal Notice shall be served on the designated representative of the ten resident group, whose name and contact information is included in this Reviewable Decision (when relevant).

Contents of Appeal Notice

An Appeal Notice shall comply with the Department's Rules for Adjudicatory Proceedings, 310 CMR 1.01(6) and 310 CMR 10.05(7)(j), and shall contain the following information:

- (a) the MassDEP Wetlands File Number, name of the applicant, landowner if different from applicant, and address of the project;
- (b) the complete name, mailing address, email address, and fax and telephone numbers of the party filing the Appeal Notice; if represented by consultant or counsel, the name, fax and telephone numbers, email address, and mailing address of the representative; if a ten residents group, the same information for the group's designated representative;
- (c) if the Appeal Notice is filed by a ten (10) resident group, then a demonstration of participation by at least one resident in the previous proceedings that led to this Reviewable Decision;
- (d) if the Appeal Notice is filed by an aggrieved person, then a demonstration of participation in the previous proceeding that lead to this Reviewable Decision and sufficient written facts to demonstrate status as a person aggrieved;
- (e) the names, telephone and fax numbers, email addresses, and mailing addresses of all other interested parties, if known;



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- (f) a clear and concise statement of the alleged errors contained in the Department’s decision and how each alleged error is inconsistent with 310 CMR 10.00 and does not contribute to the protection of the interests identified in the Wetlands Protection Act, M.G.L. c.131, § 40, including reference to the statutory or regulatory provisions that the party filing the Appeal Notice alleges has been violated by the Department’s Decision, and the relief sought, including any specific desired changes to the Department’s decision;
- (g) a copy of the Department’s Reviewable Decision that is being appealed and a copy of the underlying Conservation Commission decision if the Reviewable Decision affirms the Conservation Commission decision;
- (h) a statement that a copy of the request has been sent by certified mail or hand delivery to the applicant and the conservation commission; and
- (i) if asserting a matter that is Major and Complex, as defined at 310 CMR 10.04, a statement requesting that the Presiding Officer make a designation of Major and Complex, with specific reasons supporting the request.

Filing Fee and Address

A copy of the Appeal Notice along with a MassDEP Fee Transmittal Form and a valid check or money order payable to the Commonwealth of Massachusetts in the amount of one hundred dollars (\$100) must be mailed to:

Commonwealth of Massachusetts
Department of Environmental Protection
Commonwealth Master Lockbox
P.O. Box 4062
Boston, Massachusetts 02211

The request will be dismissed if the filing fee is not paid, unless the appellant is exempt or granted a waiver. The filing fee is not required if the appellant is a city or town (or municipal agency), county, district of the Commonwealth of Massachusetts, or a municipal housing authority. The Department may waive the adjudicatory hearing filing fee pursuant to 310 CMR 4.06(2) for a person who shows that paying the fee will create an undue financial hardship. A person seeking a waiver must file an affidavit setting forth the facts believed to support the claim of undue financial hardship together with the hearing request as provided above.

Special Conditions for Superseding Order of Conditions for SE 182-0562

1. This Order approves the construction of a solid waste transfer facility.
2. Prior to the commencement of construction, General Condition No. 9, above must be complied with.
3. A copy of this Order and referenced plans shall be provided to the contractor prior to the start of construction. A copy of this Order and referenced plans shall be available on the work site during all phases of construction.
4. Prior to the start of work, the applicant shall notify MassDEP and the Holbrook Conservation Commission, in writing, of the name, address and telephone number(s) of the project supervisor or contractor who is responsible to ensure compliance with this Order.
5. A minimum of twenty-one (21) days prior to the commencement of construction activities, the applicant shall contact MassDEP and the Holbrook Conservation Commission to schedule a pre-construction meeting with the selected construction contractor(s) to review the plans, specifications, work schedule and the conditions of this Order.
6. The limit of work shall be clearly marked in the field prior to clearing any vegetation for the proposed work.
7. Prior to construction, an erosion control barrier, hay bales staked end to end or a siltation fence firmly anchored with six (6) inches of soil on the upland side shall be emplaced along the work limit line, adjacent to all wetland areas. The barriers shall remain in place and be properly maintained until all work is completed and soils re-vegetated. Prior to removal, any build-up of soil shall be removed and disposed of at a suitable upland location.
8. Any tears, rips, breaks, or collapse of the erosion control barrier shall be repaired immediately.
9. A stockpile of erosion control materials shall be kept on-site in an upland location for emergency and routine replacement. The materials may include but are not limited to silt fence, hay bales, stone riprap, filter dikes, compost filter tubes or any other devices planned for use during construction. MassDEP reserves the right to require additional erosion and sedimentation controls as necessary.
10. During activities subject to jurisdiction of the Wetlands Protection Act, any additional erosion controls deemed necessary by the Department, Commission, or Conservation Agent, shall be installed by the applicant as requested.
11. All areas within an area subject to jurisdiction of the Wetlands Protection Act disturbed during construction shall be immediately stabilized (within 24 hours) against erosion and revegetated with appropriate fast growing erosion control species or local indigenous plants within 30 days of final onsite grading.

12. All debris, fill and excavated material shall be stockpiled at a location to prevent sediment from surface runoff from entering the wetlands. At no time shall any debris or other material be buried or disposed of within those areas marked on the above-referenced plans as wetland. Any soil stockpiled within one hundred (100) feet of a wetland resource area shall be ringed with staked haybales or siltation fence or stabilized in an acceptable manner.
13. All debris shall be disposed of in accordance with all applicable laws.
14. The proposed Stormwater Management System (SMS) shall be constructed as shown on the referenced plans of record. Operation and Maintenance of the proposed SMS shall be performed in accordance with the referenced Operation & Maintenance Plan.
15. Three (3) wetland replication areas totaling 7,635 square feet shall be graded and planted in accordance with the wetland replication and planting plans identified on Sheets C-8, C-9, and C-10 for the loss of 4,888 SF of Isolated Vegetated Wetland (IVW).
16. A Massachusetts Registered Professional Engineer or Land Surveyor shall certify the elevation of the wetland replication area(s), prior to placement of organic matter and plantings. Said certification shall be forwarded to the Department and the Holbrook Conservation Commission.
17. Should the wetland replication area fail to achieve 75% cover with indigenous wetland plant species within two (2) growing seasons, the Department reserves the right to require additional measures to ensure the success of the mitigation area.
18. As proposed, 24,759 square feet of Bordering Land Subject to Flooding (BLSF) will be filled with a total loss in volume of 6,747 cubic feet below elevation 127. Compensatory storage shall be provided in accordance with 310 CMR 10.57(4) and as shown on Sheet C-14. The compensatory flood storage area shall be excavated and stabilized prior to placement of fill within BLSF.
19. Riverfront mitigation and restoration shall be provided in accordance with the referenced Sheet C-13 and Sheet C-15. There will be a net decrease in impervious area within Riverfront Area. Planting with native herbaceous and woody species in the restored degraded areas and several of the disturbed but non-degraded areas is proposed and shall comply with the criteria set forth in 310 CMR 10.58(5)(f). The Department reserves the right to require changes to the mitigation plan if the proposed Riverfront Area restoration or mitigation is determined to be unsuccessful.
20. Buffer Zone planting shall be provided as shown on Sheet C-13.
21. A Wetland Scientist/Environmental Monitor shall oversee all phases of construction associated with the Wetland Replication and Restoration, excavation and planting of the compensatory storage area and planting of the Riverfront and Buffer Zone areas.
22. Prior to issuance of a Certificate of Compliance, the proponent's engineer shall submit an as-built plan and certify in writing that the project has been completed in accordance with the Superseding Order of Conditions and plans of record. The as-built plan shall include plan and cross sections for the wetland mitigation area with area calculated; plan and cross sections for the compensatory

storage with area and volume calculated: plan and cross sections for the Riverfront Area mitigation with area calculated: the stormwater management system: and overall site plan.

Plan References
Appendix-A

Final Approved Plans and Other Documents:

1. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Sheet G-1, prepared by Green Seal Environmental, LLC, final revision date June 20, 2024.
2. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Sheet G-2, prepared by Green Seal Environmental, LLC, final revision date June 20, 2024.
3. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Existing Conditions Sheet 1 of 2, Sheet EX-1, prepared by Green Seal Environmental, LLC, final revision date June 20, 2024.
4. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Existing Conditions Sheet 2 of 2, Sheet EX-2, prepared by Green Seal Environmental, LLC, final revision date June 20, 2024.
5. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Resource Areas Sheet 1 of 2, Sheet EX-3, prepared by Green Seal Environmental, LLC, final revision date June 20, 2024.
6. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Resource Areas Sheet 2 of 2, Sheet EX-4, prepared by Green Seal Environmental, LLC, final revision date June 20, 2024.
7. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Site Plan Review Notice of Intent ZBA Special Permit, Sheet EX-5, prepared by Green Seal Environmental, LLC, final revision date April 22, 2019.
8. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Erosion Control & Site Preparation, Sheet C-1, prepared by Green Seal Environmental, LLC, final revision date June 20, 2024.
9. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Proposed Conditions Sheet 1 of 2, Sheet C-2, prepared by Green Seal Environmental, LLC, final revision date June 20, 2024.
10. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Proposed Conditions Sheet 2 of 2, Sheet C-3, prepared by Green Seal Environmental, LLC, final revision date June 20, 2024.
11. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Drainage Plan, Sheet C-4, prepared by Green Seal Environmental, LLC, final revision date June 20, 2024.
12. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Utility Plan, Sheet C-5, prepared by Green Seal Environmental, LLC, final revision date June 20, 2024.

13. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Lighting Plan, Sheet C-6, prepared by Green Seal Environmental, LLC, final revision date June 20, 2024.
14. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Parking Signage and Markings Plan, Sheet C-7, prepared by Green Seal Environmental, LLC, final revision date June 24, 2024.
15. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Wetland Replication Plan, Sheet C-8, prepared by Green Seal Environmental, LLC, final revision date June 20, 2024.
16. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Wetland Replication Detail Area 1, Sheet C-9, prepared by Green Seal Environmental, LLC, final revision date June 20, 2024.
17. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Wetland Replication Detail Areas 2 & 3, Sheet C-10, prepared by Green Seal Environmental, LLC, final revision date June 20, 2024.
18. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Existing Riverfront Area Impact Plan, Sheet C-11, prepared by Green Seal Environmental, LLC, final revision date June 20, 2024.
19. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Proposed Riverfront Area Impact Plan, Sheet C-12, prepared by Green Seal Environmental, LLC, final revision date June 20, 2024.
20. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Riverfront Restoration and Landscaping Plan, Sheet C-13, prepared by Green Seal Environmental, LLC, final revision date June 24, 2024.
21. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Compensatory Flood Storage Plan, Sheet C-14, prepared by Green Seal Environmental, LLC, final revision date June 20, 2024.
22. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Ecological Restoration Plan, Sheet C-15, prepared by Green Seal Environmental, LLC, final revision date June 20, 2024.
23. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Details, Sheet D-4, prepared by Green Seal Environmental, LLC, final revision date June 4, 2024.
24. Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Details 1, Sheet D-1, prepared by Green Seal Environmental, LLC, final revision date June 6, 2024.
25. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Details 2, Sheet D-2, prepared by Green Seal Environmental, LLC, final revision date June 20, 2024.
26. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Details 3, Sheet D-3, prepared by Green Seal Environmental, LLC, final revision date April 22, 2019.
27. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Details 4, Sheet D-4, prepared by Green Seal Environmental, LLC, final revision date June 4, 2024.

28. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Details 5, Sheet D-5, prepared by Green Seal Environmental, LLC, final revision date July 12, 2019.
29. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Details 6, Sheet D-6, prepared by Green Seal Environmental, LLC, final revision date June 20, 2024.
30. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Details 7, Sheet D-7, prepared by Green Seal Environmental, LLC, final revision date July 12, 2019.
31. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Details 8, Sheet D-8, prepared by Green Seal Environmental, LLC, final revision date April 22, 2019.
32. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Details 9, Sheet D-9, prepared by Green Seal Environmental, LLC, final revision date June 20, 2024.
33. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Truck Traffic (WB-62) Pattern Plan, Sheet T-1, prepared by Green Seal Environmental, LLC, final revision date July 31, 2019.
34. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Truck Traffic (WB-67) Pattern Plan, Sheet T-2, prepared by Green Seal Environmental, LLC, final revision date July 31, 2019.
35. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Site Plan Review Notice of Intent ZBA Special Permit, Sheet A-1, prepared by Green Seal Environmental, LLC, final revision date April 22, 2019.
36. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Site Plan Review Notice of Intent ZBA Special Permit, Sheet A-2, prepared by Green Seal Environmental, LLC, final revision date July 31, 2019.
37. TLA-Holbrook LLC Transfer Station, 3 & 6 Phillips Road Holbrook, Massachusetts Permitting Plans, Site Plan Review Notice of Intent ZBA Special Permit, Sheet A-3, prepared by Green Seal Environmental, LLC, final revision date July 31, 2019.



Massachusetts Department of Environmental Protection

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Adjudicatory Hearing Fee Transmittal Form

IMPORTANT! This form is intended for fee transmittal only. The contents of a request for an adjudicatory appeal (Notice of Claim) are established at 310 CMR 1.01(6) and the substantive statutes and regulations governing the Department's action.

A. Person/Party Making Request

1. Name and address of person or party making request:

Name - If appropriate, name group representative

Street Address

City

State

Zip Code

2. Project Information:

Street Address

City

State

Zip Code

DEP File or ID Number

\$

Amount of filing fee attached

Email Address

B. Applicant (if applicable)

1. Name and address of applicant:

Name - If appropriate, name group representative

Street Address

City

State

Zip Code

Email Address

C. Instructions

1. Send this form and check or money order of \$100.00 payable to the Commonwealth of Massachusetts to the MassDEP Lockbox at:

Department of Environmental Protection
 P.O. Box 4062
 Boston, MA 02211

2. Send a copy of this form and a copy of the check or money order with the Request for Adjudicatory Appeal (Notice of Claim) to:

MassDEP Office of Appeals and Dispute Resolution
 Case Administrator
 100 Cambridge Street, Suite 900
 Boston, MA 02114

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



EXHIBIT 8

TOWN OF HOLBROOK GENERAL BY-LAWS

As Amended:

STM Nov 16, 2022

TOWN OF HOLBROOK
BY-LAWS
REVISED AND RENUMERED JUNE 2023

GENERAL PROVISIONS -SECTION

- Sec. 1-1 Notice of Meetings
- Sec. 1-2 Town Meeting Rules
- Sec. 1-3 Town Meeting and Election
- Sec. 1-4 Committee Reports
- Sec. 1-5 Meeting of Town Boards
- Sec. 1-6 Distribution of Town Reports
- Sec. 1-7 Select Board Retain Counsel
- Sec. 1-8 Select Board to Convey Land
- Sec. 1-9 The Open Meeting Law for Town Agencies
- Sec. 1-10 Unpaid Taxes by Licensees

FINANCIAL SECTION 2

- Sec. 2-1 Financial Year
- Sec. 2-2 Treasurer - Tax Collector
- Sec. 2-3 Collection of Taxes
- Sec. 2-4 Payment by Treasurer
- Sec. 2-5 Finance Committee
- Sec. 2-6 Bidding By-Law
- Sec. 2-7 Select Board's Auctions
- Sec. 2-8 Tax Title Auctions
- Sec. 2-9 Damaged Town Property Insurance
- Sec. 2-10 Town Fees
- Sec. 2-11 Representative Town Meeting Government
- Sec. 2-12 Single Audit
- Sec. 2-13 Turnover of Town Receipts
- Sec. 2-14 Eligibility for Group Insurance
- Sec. 2-15 Capital Improvements
- Sec. 2-15A Audit/Financial Management Committee
- Sec. 2-16 Procurement Committee

STREET AND SIDEWALKS SECTION 3

- Sec. 3-1 Removal of Buildings and Obstruction of Highways
- Sec. 3-2 Bicycles on Sidewalks
- Sec. 3-3 Unattended Vehicles
- Sec. 3-4 Snow and Ice Removal
- Sec. 3-5 Unattended Vehicles - Private Ways and Fire Lanes
- Sec. 3-6 Designated Parking Spaces for Handicapped Persons
- Sec. 3-7 Fines and Violations - Designated Parking Spaces for Handicapped Persons
- Sec. 3-8 Forestry Use of Motor Vehicles

ANIMAL AND FOWL SECTION 4

- Sec. 4-1 Pasturing of Cattle
- Sec. 4-2 Slaughter of Animals

REGULATIONS - MISCELLANEOUS - SECTION 5

- Sec. 5-1 Truancy
- Sec. 5-2 Motor Vehicles - Taxis
- Sec. 5-3 Junk Collectors
- Sec. 5-4 House Soliciting
- Sec. 5-5 Gas Station - Garage Rules
- Sec. 5-6 Storage of Explosives
- Sec. 5-7 Public Consumption of Alcohol
- Sec. 5-8 Yard Sales
- Sec. 5-9 Towing Vehicles
- Sec. 5-10 Temporary Repairs on a Private Way False
- Sec. 5-11 Alarms

- Sec. 5-12 Hazardous Materials
- Sec. 5-13 Printed Matter/Vending Machines
- Sec.5-14 Installation of Automatic Sprinkler System: Enforcement
- Sec. 5-14 A Secured Key Access
- Sec. 5-15 Dwelling and Business Building Numbers
- Sec. 5-15 A Junk Vehicle By-Law
- Sec.5-16 Fire Alarm By-Law
- Sec.5-17 Disturbances/Contractor Noise Abatement
- Sec. 5-18 Demolition Dclay Review
- Sec. 5-19 Registration /Maintenance of Abandoned /Foreclosed Buildings, Structures, Properties
- Sec. 5-20 Public Use of Marijuana
- Sec 5-21 Plastic Bag Reduction

SOIL REMOVAL- SECTION 6

- Sec. 6-1 Removal of Soil, Loam, Sand or Gravel

BUILDING CODE - SECTION 7

- Sec. 7-1 Building Code
- Sec. 7-2 Swimming Pools

BOARDS, COMMISSIONS AND APPOINTIVE OFFICES -SECTION 8

- Sec. 8-1 Planning Board
- Sec.3-2 Constables
- Sec. 8-3 Gas Inspector
- Sec. 8-4 Council on Aging

ZONING BY-LAW SECTION - 2

Published Separately

PERSONNEL BY-LAW-SECTION 10

Published Separately

WATER AND SEWER-SECTION 11

- Sec. 11-1 Water Bettements
- Sec. 11-2 Water Commissioners Legal Counsel
- Sec. 11-3 Late Water Bill Payments
- Sec. 11-4 Sewer Use Charge, Late Payments
- Sec. 11-5 Water Rules and Regulations
- Sec. 11-6 Sewer By-Laws (Published Separately)
- Sec. 11-7 Wetlands Protection By-Law
- Sec. 11-8 Control of Back flow and Cross Connection
- Sec. 11-9 Stormwater Management
- Sec. 11-10 Solid Waste Fee

ANIMAL CONTROL REGULATIONS - SECTION 12

- Sec. 12-1 Dog Control Laws
- Sec. 12-2 Dog Leash Law
- Sec. 12-3 Registrations and License Requirements for Dogs
- Sec. 12-4 Policies and Procedures
- Sec. 12-5 Rabies Vaccination

BY-LAW REGULATIONS - SECTION 13

- Sec. 13-1 By-Law Penalty
- Sec. 13-2 By-Law Prosecution
- Sec. 13-3 Publication of By-Laws
- Sec. 13-4 Definitions
- Sec. 13-5 Authority
- Sec. 13-6 Sanitary and Environmental Codes, Local Health Regulations
- Sec. 13-7 Violation of any regulations of the Board of Health
- Sec. 13-8 Local Health Regulations
- Sec. 13-9 Variances
- Sec. 13-10 Dumpsters
- Sec. 13- 11 Town of Holbrook, MA Noise Ordinance

WETLANDS PROTECTION BY-LAWS**Section 1. Purpose**

The purpose of this by-law is to protect the wetlands, related water resources, and adjoining land areas in the Town of Holbrook by controlling activities likely to have a significant or cumulative effect upon the important public values of those areas, which include, without limitation, the following: public or private water supply, groundwater supply, flood control, erosion and sedimentation control, storm damage prevention, water pollution control, fisheries, wildlife habitat, agricultural, aquaculture, recreation values and the historic and natural scenic character of wetland resource areas, watercourses, lakes and ponds deemed important to the community (collectively, the "interests protected by this by-law").

Section 2. Jurisdiction

Except as permitted by the Holbrook Conservation Commission ("The Commission") or as provided in this by-law, no person shall remove, fill, dredge, build upon, degrade, or otherwise alter the following resource areas: any bank, freshwater wetland, marsh, wet meadow, bog, swamp, vernal pool, reservoir, lake, pond, creek, river or stream, or any land under said waters or any land subject to flooding or inundation by groundwater or surface water, or any land within 100 feet of any of the aforesaid resource areas (collectively, the "resource areas protected by this by-law").

Section 3. Exceptions

The application and permit required by this by-law shall not be required for maintaining, repairing or replacing, but not substantially changing or enlarging, an existing and lawfully located structure or facility used in the service of the public and/or used to provide electric, gas, water, telephone, telegraph and other telecommunication services, provided that written notice has been given to the Commission prior to the commencement of the work, and provided that the work conforms to performance standards and design specifications in any regulations adopted by the Commission.

The application and permit required by this by-law shall not be required for work performed for normal maintenance or improvement of land in agricultural use, provided that written notice has been given to the Commission prior to the commencement of work, and provided that the work conforms to the performance standards and design specifications in regulations adopted by the Commission.

The application and permit required by this by-law shall not apply to emergency projects necessary for the protection of the health and safety of the public, provided that the work is to be performed by or has been ordered to be performed by an agency of the Commonwealth or a political subdivision thereof; provided that advance notice (oral or written) has been given to the Commission prior to commencement of work or within 24 hours after commencement; provided that the Commission or its agent certifies the work as an emergency project; provided that the work is performed only for the time and place certified by the Commission for the limited purposes necessary to abate the emergency; and provided that within 21 days of commencement of an emergency project a permit application shall be filed with the Commission for review as provided by this by-law. Upon failure to meet these and other requirements of the Commission, the Commission may, after notice and a public hearing, revoke or modify an emergency project approval and order restoration and mitigation measures.

Other than stated in this section, the exceptions provided in the Wetlands Protection Act, G.L. c131, s40, and Regulations, 310 CMR 10.00, shall not apply under this by-law.

Section 4. Application for Permits and Requests for Determination

Written application shall be filed with the Commission to perform activities affecting resource areas protected by this by-law. The permit application shall include such information and plans as are deemed necessary by the Commission to describe proposed activities and their effects on the resource areas protected by this by-law. No activities shall commence without receiving and complying with a permit issued pursuant to the by-law.

In no case shall more than 50% of the tree cover be removed for any 100-foot long section of Buffer Zone, except in case of hardship where the applicant can demonstrate that no reasonable alternative exists. Tree cover is measured, for purposes of this section, as the basal area of trees with a 5-inch or greater DBH (diameter at breast height).

Adopted: STM June 19 2000 Article 13

The Commission in an appropriate case may accept as the permit application and plans under this by-law the Notice of Intent and plans filed under the Wetlands Protection Act, G. L. c 131, s40, and Regulations, 310 CMR 10.00.

Any person desiring to know whether or not a proposed activity or an area is subject to this by-law may in writing request a determination from the Commission. Such a request for determination shall include information and plans as are deemed necessary by the Commission for the review of the proposed work.

At the time of a permit application or a request for determination the applicant shall pay a filing fee specified in the regulations of the Commission. The fee is in addition to that required by the Wetlands Protection Act, G.L. c131, s40, and Regulations, 310 CMR 10.00.

Section 5, Fees

Section 5.1 Administrative Fee

The Commission is authorized to include in any regulations adopted under this by-law a fee schedule imposing fees for permits, determinations, and certificates of compliance. Such fees must be based on reasonable estimate of the actual costs incurred by the Commission in carrying out its duties under this by-law, taking into account any fees provided under the Wetlands Protection Act. Failure to pay any fee required by regulations duly promulgated by the Commission shall be grounds for denial of the application.

Section 5.2 Consultant Fees

The Commission is authorized to require the applicant to pay the reasonable costs and expenses borne by the Commission for specific expert engineering and consultant services deemed necessary by the Commission, to review any application. The maximum consultant fee charged to reimburse the Commission for reasonable costs and expenses shall be according to the following schedule:

<u>Project Cost</u>	<u>Maximum Fee</u>
Up to \$100,000	\$1,000.00
\$100,001-\$500,000	\$2,500.00
\$500,000 and over	\$5,000.00

Amended: STM/June 19, 2000/Article 11

The project cost means the estimated, entire cost of the project including, but not limited to, building construction, site preparation, landscaping, and all site improvements. The consultant fee shall be paid pro-rata for that portion of the project cost applicable to those activities within resource areas protected by this by-law. The project shall not be segmented to avoid being subject to the consultant fee. The applicant shall submit estimated project costs at the Commission's request, but the lack of such estimated project costs shall not avoid the payment of the consultant fee.

Such consultant services may include, without limitation, the delineation and survey of wetland resource areas, analysis of resource area values, hydrogeological and drainage analysis, evaluation of wildlife habitat studies, and legal services. The Commission is authorized to charge the applicant for said fee based upon its reasonable finding that the additional information acquirable only through outside consultants would be necessary for the making of an objective decision, and when the application or request for determination proposes any of the following:

- (a) the alteration of more than 2,500 square feet or more of any land under a water body or freshwater wetlands or land subject to flooding;
- (b) the alteration of 50 linear feet or more of the bank of any water body or waterway;
- (c) the alteration of 1,000 square feet or more of the buffer zone; or
- (d) the creation or elevation of any point source discharge, detention or retention basin, water control structure or wetland replication area.

Said fee may be requested of the applicant within thirty (30) days of the filing of the application, or from the last amendment thereto. In its request, the Commission shall identify the consultant it has selected and include an estimate of the charges for the proposed services. The applicant may appeal from the selection of the consultant to the Select Board within ten (10) days of receiving notice from the Commission of the same. The Select Board may set aside the selection of the consultant only if (1) the consultant lacks sufficient qualifications to perform the work or has a conflict of interest, or (2) the Commission lacked reasonable grounds to conclude that the criteria for the hiring of a consultant have been met.

Any fees paid to the Commission under this section shall be placed into a professional services conservation account, and may be expended by the Commission for the designated services without further appropriation. Any unused portion of said fee shall be returned to the applicant within thirty (30) days of the issuance of the permit or determination.

Section 5.3 Waiver/Non-Applicability of Fees

No application or consultant fees shall be due from the Town of Holbrook in connection with any project performed by the Town or on its behalf.

Section 5.4 Offset User Fee Account

The town hereby accepts G.L. c44, s53E for the purpose of administering the filing fee and professional services conservation account provision of this by-law. Amounts received as filing fees shall be deposited in the offset user fee account established hereunder, and may be expended by the Commission for the purposes of performing its duties under this by-law.

Section 6. Notice and Hearings

Any person filing a permit application or a request for determination with the Commission at the same time shall give written notice thereof, by certified mail (return receipt requested) or hand delivered, to all abutters and others deemed necessary at their mailing addresses shown on the most recent applicable tax list of the assessors, including owners of land directly opposite on any public or private street or way, and abutters to the abutters within 100 feet of the property line of the applicant, including any in another municipality or across a body of water. The notice to abutters shall enclose a copy of the permit application or request, with plans, or shall state where copies may be examined and obtained by abutters. Amended: *ATM May 19, 2003 Article 32*

An affidavit of the person providing such notice, with a copy of the notice mailed or delivered, shall be filed with the Commission. When a person requesting a determination is other than the owner, the request, the notice of the hearing, and the determination itself shall be sent by the Commission to the owner as well as to the person making the request.

The Commission shall conduct a public hearing on any permit application or request for determination, with written notice given at the expense of the applicant, five business days prior to the hearing, in a newspaper of general circulation in the Town of Holbrook.

The Commission shall commence the public hearing within 21 days from receipt of a completed permit application or request for determination, unless an extension is authorized in writing by the applicant.

The Commission shall issue its permit or determination in writing within 21 days of the close of the public hearing thereon, unless an extension is authorized in writing by the applicant.

The Commission in an appropriate case, may combine its hearing, under this by law with the hearing, conducted under the Wetlands Protection Act, G.L. c131, s40, and Regulations, 310 CMR 10.00. Notice of a hearing so combined shall not be considered defective solely because it fails to make reference to this by-law.

The Commission shall have authority to continue the hearing to a date certain announced at the hearing, for reasons stated at the hearings, which may include receipt of additional information offered by the applicant and others deemed necessary by the Commission in its discretion, or comments and recommendations of the boards and officials listed in Section 9: If the land is snow covered or frozen on the date of a scheduled inspection to an extent which, in the judgment of the Commission prevents adequate inspection, the action required by the Commission may be postponed until such time as the ground is free of snow and thawed and new inspection(s) can be scheduled and completed. In the event the applicant objects to a continuance or postponement, the hearing shall be closed and the Commission shall take action on such information as is available. Amended: *STM June 19 2000 Article 12*

Section 7. Burden of Proof

The applicant shall have the burden of proving by a preponderance of the credible evidence, that the work proposed in the permit application will not have unacceptable significant of cumulative affect upon the interests protected by this by-law. Failure to provide adequate evidence to the Commission supporting this burden, shall be sufficient cause for the Commission to deny such permit or to grant a permit with conditions. Amended: *ATM May 19, 2003 Article 31*

If, after said hearing, the Commission determines that the activities which are the subject of the permit application are likely to have a significant or cumulative effect upon the interest protected by this by-law, the Commission, within 21 days of the close of the public hearing or such further time as the Commission and the applicant shall agree on, shall issue or deny a permit for the activities proposed. If it issues a permit, the Commission shall impose condition which it deems necessary or desirable to protect those interests, and all work shall be done in accordance with those conditions.

The Commission is empowered to deny a permit for failure to meet the requirements of this by-law; for failure to submit necessary information and plans requested by the Commission; for failure to meet the design specifications, performance standards, and other requirements in regulations of the Commission; for failure to avoid or prevent unacceptable significant or cumulative effects upon the interests protected by this by-law; and where no conditions are adequate to protect those interests. Due consideration shall be given to any demonstrated hardship on the applicant by reason of denial, as presented at the public hearing.

A permit shall expire three years from the date of issuance. Notwithstanding the above, the Commission in its discretion may issue a permit expiring five years from the date of issuance for recurring or continuous maintenance work, provided that annual notification of time and location of work is given to the Commission. Any permit may be renewed once for an additional one-year period, provided that a request for a renewal is received in writing by the Commission prior to expiration of the original permit.

For good cause the Commission may revoke or modify a permit or determination issued under this by-law after notice to the holder of the permit or determination, notice to the public, abutters, and town boards, pursuant to Section 5 and 6, and a public hearing.

The Commission in an appropriate case may combine the permit or determination issued under this by-law with the Order of Conditions or Determination of Applicability issued under the Wetlands Protection Act, G.L. c131, s40, and Regulations, 310 CMR 10.00.

No work proposed in any permit application shall be undertaken until the permit issued by the Commission with respect to such work has been recorded in the Norfolk County Registry of Deeds or, if the land affected is registered land, in the Norfolk County registry district of the land court, and until the holder of the permit certifies in writing to the Commission that the permit has been recorded.

Section 9. Coordination With Other Boards

Any person filing a permit application or request for determination of applicability shall provide a copy thereof to the Planning Board, the Board of Health and Select Board. If a permit is required from the Board of Appeals, the applicant shall also furnish a copy to that Board.

The Commission shall, to the extent practicable, coordinate with any other Board reviewing the project, and having similar authority to recover its consulting fees from the applicant, in an effort to avoid duplication of consulting services.

Section 10. Security

As part of a permit issued under this by-law, the Commission may require, in addition to any security required by any other town or state board, commission, agency or officer, that the performance and observance of the conditions imposed hereunder be secured wholly or in part by one or more of the methods described below:

- (a) by a proper bond or deposit of money or negotiable securities, sufficient in the opinion of the Conservation Commission to secure performance of the conditions and observance of the safeguards of such permit, to be released upon the issuance of a certificate of compliance for work performed pursuant to the permit; or
- (b) by a conservation restriction, easement, or other covenant enforceable in a court of law, executed and duly recorded by the owner of record, running with the land to the benefit of the Commission whereby the permit conditions shall be performed and observed before any lot may be conveyed other than by mortgage deed.

Section 11. Regulations

The Commission shall promulgate after due notice and public hearing Rules and Regulations to effectuate the purposes of this by-law. Failure by the Commission to promulgate such rules and regulations or a legal declaration of their invalidity by a court of law shall not act to suspend or invalidate the effect of this by-law.

At a minimum these regulations shall define key terms in this by-law not inconsistent with the by-law and procedures governing the amount and filing of fees.

Section 12. Enforcement

No person shall remove, fill, dredge, build upon, degrade, or otherwise alter resource areas protected by this by-law, or cause, suffer, or allow such activity to continue or allow such fill or other alteration to be left in place, without the required authorization pursuant to this by-law.

The Commission, its agents, officers, and employees shall have authority, with prior approval from the property owner or pursuant to court process, to enter upon privately owned land for the purpose of performing their duties under this by-law and may make or cause to be made such examinations, surveys, or sampling as the Commission deems necessary,

The Commission shall have authority to enforce this by-law, its regulations, and permits issued thereunder by violation notices, administrative orders, and civil and criminal court actions. Any person who violates provisions of this by-law may be ordered to restore the property to its original condition and take other action deemed necessary to remedy such violations.

Upon request of the Commission, the Select Board and the Town Counsel shall have the authority to take legal action for enforcement under civil law. Upon request of the Commission, the Chief of Police shall have the authority to take legal action for enforcement under criminal law.

Municipal boards and officers, including any police officer or other officer having police powers, shall have authority to assist the Commission in enforcement.

Any person who violates any provision of this by-law, or regulations, permits, or administrative orders issued thereunder shall be punished by a fine of not more than \$300, upon approval by the Select Board. Each day or portion thereof during which a violation continues, or unauthorized fill or other alteration remains in place, shall constitute a separate offense, and each provision of the by law, constitute a separate offense.

Section 13. Appeals

A decision of the Commission shall be reviewable in the Superior Court, in action filed within 60 days thereof, in accordance with the General Laws Chapter 249, Section 4.

Section 14. Relation to Wetlands Protection Act

This by-law is adopted under the Home Rule Amendment of the Massachusetts Constitution and The Home Rule Statutes, independent of the Wetlands Protection Act, G.L. c 131, s40, and Regulations, 310 CMR 10.00, thereunder.

Section 15. Severability

The invalidity of any section or provision of this by-law shall not invalidate any other section or provision thereof, nor shall it invalidate any permits or determinations which have previously been issued.

Section 16. Effective Date

This by-law shall take effect pursuant to General Laws, Chapter 40, Section 32, and shall apply to all applications filed on or after that date and to any subsequent procedures related thereto.

Section 17. Definitions

The following definitions shall apply in the interpretation and implementation of this by-law.

The term "person" shall include any individuals, group of individuals, associations, partnerships, corporations, companies, business organizations, trusts, estates, Commonwealth of Massachusetts when subject to town by-laws, any public or quasi-public corporation or body when subject to town by-laws or any other legal entity, including the Town of Holbrook or its legal representative, agents or assigns.

The term "freshwater wetlands" shall mean any area of at least 2500 square feet where surface water and/or groundwater, or ice provide a significant part of the supporting substrate for at least five months of the year and which supports a plant community dominated (at least 50%) by wetland plant species. Bogs, marshes, wet meadow, swamps and vernal pools are all freshwater wetlands. For the purposes of this by-law, freshwater wetlands do not need to border water bodies in order to be regulated.

The term "alter" means to change the conditions of any area subject to protection by this by-law and shall include but not be limited to one or more of the following actions upon areas described in this by-law:

- (a) the removal, excavation or dredging of soil, sand, gravel or aggregate material of any kind;
- (b) the changing of pre-existing drainage characteristics, flushing characteristics, salinity distribution, sedimentation patterns, flow patterns and flood storage retention areas;
- (c) the drainage, disturbance or lowering of the water level or water table;
- (d) the dumping, discharging or filling with any material which could degrade the water quality.
- (e) the driving of piling, erection of buildings or structures of any kind;
- (f) the dumping, discharging or filling with any material which may degrade water quality;
- (g) the placing of any object or obstruction whether or not it interferes with the flow of water;
- (h) the destruction of plant life, including the cutting of trees;
- (i) the changing of water temperature, biochemical oxygen demand and other natural characteristics of the receiving water;
- (j) any activities, changes or work which pollutes any body of water or groundwater;
- (k) the application of pesticides or herbicides in a freshwater wetland or within the 100' buffer zone of the freshwater wetland.

Except as otherwise provided in this by-law or in regulations of the Commission, the definitions of terms in this by-law shall be set forth in the Wetlands Protection Act, G.L. c131, s40, and Regulations, 310 CMR 10.00, thereunder, which are available for inspection

Adopted: ATM May 2, 1994 Article 18

As Amended: STM June 19 2000

As Amended: ATM May 19, 2003

Section 11-8

CONTROL OF BACKFLOW AND CROSS CONNECTION

PURPOSE

- A. To protect the public potable water supply served by the Holbrook Public Works Department from the possibility of contamination or pollution by isolating such contaminants or pollutants that could backflow or back siphon into the public water system.
- B. To promote the elimination or control of existing cross connections, actual or potential, between its customers in-plant potable water system and non-potable water systems.
- C. To provide for the maintenance of a continuing program of cross connection control, which will effectively prevent the contamination or polluting of all potable water systems by cross connection.

EXHIBIT 9

McGREGOR
LEGERE & STEVENS

ATTORNEYS AT LAW, PC

15 COURT SQUARE – SUITE 660
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MICHAEL J. O'NEILL, ESQ.
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(617) 338-6464 ext. 125

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

April 4, 2025

Holbrook Environmental Logistical Partnership, LLC
Daniel Kellogg, Manager
300 Center Street
Holbrook, MA 02343

Holbrook Environmental Logistical Partnership, LLC
Daniel Kellogg, Resident Agent
35 Vanduzer Road
Cummaquid, MA 02637

Holbrook Environmental Logistical Partnership, LLC
Daniel Kellogg, Manager
P.O. Box 81
Cummaquid, MA 02637

TLA-Holbrook, LLC
Vincent F. Barletta, Resident Agent
BID Holbrook, LLC, Manager
40 Shawmut Road
Canton, MA 02021

**RE: Notice of Illegality of “Lease and Host Community Agreement” Dated
February 19, 2009**

Dear Mr. Kellogg and Mr. Barletta:

This Firm represents the Town of Holbrook, Massachusetts (“Town”). We are writing with respect to the document entitled “Lease and Host Community Agreement” dated February 19, 2009 (“Purported Lease”) between the Town and Holbrook Environmental Logistical Partnership, LLC (“Holbrook Environmental” or “Tenant”), of property known and numbered as 3 Phillips Road, containing approximately 11 acres of land and various buildings and structures (the “Premises”).

McGREGOR LEGERE & STEVENS

The Purported Lease contains an acknowledgement that Holbrook Environmental may assign its rights thereunder to TLA-Holbrook, LLC (“TLA” or “Tenant”).

The Purported Lease states that it was executed on February 19, 2009, defines that date as the “Lease Execution Date,” and states that the Purported Lease shall be effective as of the Lease Execution Date.¹ It provides that it shall terminate twenty (20) years from the “Rent Commencement Date” as defined therein, and that the Tenant has the right to extend the original Term of the Purported Lease for an additional twenty (20) years (four successive periods of five years each).²

The Purported Lease does not specify a date certain as the Rent Commencement Date. Rather, it states that the “Rent Commencement Date shall begin on the date all permits and the Rail Access for the operation of the Facility have been obtained and the Facility has been constructed and been duly licensed to operate and accept 1000 tons of waste per day.”³ The conditions precedent for the obligation to pay rent have not yet occurred, and it is unknown when, if ever, they will occur.

At the time the Purported Lease was executed, G.L. c. 40, sec. 3 provided that a town may lease for “not more than ten years” a public building or part thereof. The Purported Lease violated this statute. It is for an initial, minimum term of twenty years, and gives the Tenant the right to extend it for another twenty years. The “Effective Date” of the Purported Lease was more than fifteen years ago. The Purported Lease is for more than forty years and the forty years has not even started to run.

The Purported Lease violates G.L. c. 40, sec. 3. The Town had no authority to lease the Premises for more than ten years in 2009, let alone for forty years or more. The Purported Lease was and is void from the time it was first signed.

In 2010, G.L. c. 40, sec. 3 was amended to substitute thirty (30) years for ten (10) years. That amendment was substantive, addressed to substantive legal rights, and therefore has no retroactive effect. In any event, the Purported Lease violates G.L. c. 40, sec. 30 even as amended.

Upon information and belief, neither Holbrook Environmental nor TLA are in possession of the Premises.

If either Holbrook Environmental or TLA has any equipment or property on the Premises, they are directed to remove it within seven (7) days of the date of this letter. They have no other permission to enter the Premises.

¹ Purported Lease, Paragraph 1; Section 3.1.

² Purported Lease, Section 3.2.

³ Purported Lease, Section 6.3.

McGREGOR LEGERE & STEVENS ³

Sincerely,

A handwritten signature in blue ink that reads "Michael J. O'Neill". The signature is written in a cursive style with a large initial "M".

Michael J. O'Neill

Cc: Marc J. Goldstein, Esq. (via email only)
Michael S. Campinell, Esq. (via email only)

EXHIBIT 10



Marc J Goldstein
155 Federal Street, Suite 1600
Boston, MA 02110
+1.617.419.2315
MGoldstein@bdlaw.com

April 23, 2025

BY EMAIL AND CERTIFIED MAIL

Michael J. O’Neill, Esq.
Caroline C. Smith, Esq.
McGregor, Legere & Stevens
15 Court Square, Suite 660
Boston, MA 02108

Re: Response to Town of Holbrook Notice of Illegality of “Lease and Host
Community Agreement” Dated February 19, 2009

Dear Mike and Caroline,

I am writing to respond to your April 4, 2025, letter on behalf of the Town of Holbrook addressed to Holbrook Environmental Logistical Partnership, LLC and TLA-Holbrook LLC. The Town’s letter takes the position that the February 19, 2009, Lease and Host Community Agreement (the “Lease”) between the Town of Holbrook, Massachusetts and the Holbrook Environmental Logistical Partnership, LLC (“HELP”), which HELP assigned to TLA-Holbrook LLC (“TLA-Holbrook”), is and has been void since its execution because it violates G.L. c. 40, § 3. TLA-Holbrook vigorously disputes the Town’s position.

TLA-Holbrook has spent multiple years and a significant amount of money to develop a project that meets the health and safety requirements imposed by law and that the Town would find acceptable. TLA-Holbrook has engaged the Town in good faith since the very beginning and has continuously worked to refine its project to the Town’s satisfaction. Indeed, every Holbrook board and commission approved this project when it was originally proposed. While the Town willingly and enthusiastically (as evidenced by the multiple votes referenced below) entered into the Lease with TLA-Holbrook, it is disappointing that, rather than approach TLA-Holbrook to discuss its concerns, the Town has not only failed to exercise good faith in the review of TLA-Holbrook’s most recent applications to the Holbrook Conservation Commission and Planning Board, but now takes the extreme position – more than a decade after execution – that the Lease has been invalid from the start.



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TLA-Holbrook, as the current holder of the Lease, vigorously disagrees with the Town's position. The Lease was valid when it was executed and remains valid today. Further, the Town's improper and unsupported assertion constitutes a breach of contract.

First, G.L. c. 40, § 3 is not relevant to the analysis of the Lease's validity. Rather, the Town executed the Lease in compliance with G.L. c. 44, § 28C(g) and Town of Holbrook General By-Laws, § 1-8. Section 28C(g) allowed the Town to contract with a private party (at the time, HELP) for the lease of Town-owned property for the construction and operation of a solid waste facility. Under Section 28C(g), the authority granted under Article 19 of the May 15, 2006, Annual Town Meeting and the affirmative vote on Question 2 of the Town-wide election held on April 1, 2008, *see* Lease, at § 1.1, allowed the Town to enter into the Lease with HELP "for a period not exceeding forty years from the date of the contract or lease or from the date of commencing regular operation of the facility...whichever is later," G.L. c. 44, § 28C(g). Sections 3.1 and 3.2 of the Lease reflect a term of twenty years from the rent commencement date, plus four extensions of five years each. This complies with the forty-year limit of Section 28C(g).

Section 28C also disposes of any apparent conflict with other statutes relating to municipal procurement or contracting. Section 28C(i) provides that Section 28C "shall control" "if any provision of [Section 28C] shall be contrary to or conflict with any provision of any other general or special law in any circumstances." Therefore, the Lease and its validity are addressed by Section 28C, not G.L. c. 40, § 3 or any other statute that would otherwise find the Lease invalid due to the length of its term.

Further, the specific language of G.L. c. 40, § 3 reflects its inapplicability. As the Town cited, a town "may by its selectmen let or lease for not more than [ten or thirty] years... a *public building or part thereof*..." G.L. c. 40, § 3 (emphasis added). From its plain language, Section 3 limits a town's right to lease a "public building or part thereof." *See id.* The cited portion of Section 3 is limited to buildings and not real estate because other sections of the statute specifically refer to "real estate," such as the lease of "real estate" to the Massachusetts Bay Transit Authority, or holding "real and personal estate" for the support of schools. *See id.* The Town's reliance on Section 3, simply put, is an attempt to disingenuously evade its obligations under the Lease. The Town's "reading is contrary to the basic structure of the statute and violates the rule that where the Legislature has employed specific language in one paragraph, but not in another, the language should not be implied where it is not present." *Beeler v. Downey*, 387 Mass. 609, 616 (1982).

The Lease does not practicably contemplate TLA-Holbrook's actual lease or use of all or part of any public building. Rather, the Lease is of "the property known and numbered as 3 Phillips Road...containing approximately 11 acres of land..." Lease, at § 1.1. To the extent the Town takes the position that the remainder of Holbrook Chemical's dilapidated building and related structures are "public buildings" for purposes of the Lease, that position conflicts with the Lease's intent to allow TLA-Holbrook to build a municipal solid waste transfer station. *See* Lease, at § 2.1 (noting all uses besides permitting a transfer station are "incidental"). This is



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evidenced by the numerous sections of the Lease specifically designed to manage permitting, construction, maintenance and rent payments for a transfer station. *See, e.g.*, Lease, at Article IV (Permit and Rail Access), Article V (Remediation), §§ 6.3-6.5 (rent provisions related to tipping fees), § 6.8 (Disposal of Waste and Recyclables), Article IX (Construction Obligations), Article XVIII (Accounting, Reporting, and Inspection), and Article XXI (Representations). As the Town is well aware from TLA-Holbrook's multiple permitting applications, TLA-Holbrook's planned development for the property does not contemplate any use of the building or other structures existing on the property and these structures are, in fact, to be razed.

Since it is clear that the Town's position is legally incorrect on its face, TLA-Holbrook rejects in full all demands in your letter. Indeed, the Town's position is a breach of contract for which there are significant potential consequences, including, but not limited to:

- returning the funds TLA-Holbrook paid to the Town for the Falvey Sublease, *see* Lease, at § 6.7, which currently amounts to approximately \$370,000 (plus interest);
- damages associated with the Town's breach of contract, which include, but are not limited, the millions of dollars in attorney and consultant fees expended in furtherance of permitting this project;
- damages associated with TLA-Holbrook's expectations to operate the facility under the Lease;
- investigating and remediating the property under G.L. c. 21E, as the Town would lose its statutory exemption;
- the loss of nearly \$10 million in rent to be paid to the Town under Article 6 of the Lease; and
- the loss of free municipal solid waste and recycling collection, and the loss of a drop-off area for residential waste, recycling, yard waste, and bulk items.

It is telling that the Town did not elect to terminate the Lease based on any language actually contained therein. In particular, that the Town does not refer to the provisions in Sections 3.4 (Early Termination) or 4.3 (Permitting Period/Appeals) reflects the Town's acknowledgement that TLA-Holbrook "has made substantial progress towards obtaining...and is actively and in good faith seeking" the necessary approvals for the project. *See* Lease, at § 3.4. The Town, in the end, recognizes that TLA-Holbrook has not violated the Lease or committed any other wrong or harm against the Town. Rather, the political winds within Holbrook have surpassed common sense, good faith, and the legally binding nature of the Lease. By its action in your letter, the Town breached the Lease and would be subject to all damages available under law.

TLA-Holbrook demands that the Town withdraw its allegations that the Lease is invalid within 5 business days. TLA-Holbrook rejects the demands of your letter and will not comply with any of the unfounded demands therein. The Town will need to file suit against TLA-



April 23, 2025

Page 4

Holbrook in order to enforce these improper allegations and risk countersuit for breach of contract and associated attorney's fees and costs.

Finally, the Town recently returned to TLA-Holbrook two checks that TLA-Holbrook sent to make its required payments under Section 6.7 of the Lease. Consistent with TLA-Holbrook's position that the Lease is still valid, TLA-Holbrook will continue to make such payments to the Town. Should the Town continue to return these payments, they will be placed, along with these checks, into an escrow account.

Please direct all further correspondence in this matter to me.

Sincerely yours,

A handwritten signature in black ink that reads "M. J. Goldstein". The signature is written in a cursive, slightly slanted style.

Marc J Goldstein

cc: John Bulman, Esq. (via electronic mail)
Michael S Campinell, Esq. (via electronic mail)

EXHIBIT 11

Holbrook Select Board

Minutes 7/2/25

Meeting minutes

Call to Order

Chair Patricia Conway called the meeting to order at 7:03 PM. A roll call was conducted to verify quorum:

- Catherine Goldrick (present via Zoom)
- Chris Lade (present)
- Patricia Conway (present)
- Campanella (Present)
- Costa (present zoom)

The Select Board entered into executive session at 7:03 PM to discuss confidential matters. No details of the executive session discussions were provided in the public transcript.

Pursuant to mass general law chapter 30 a section 21 a 1, to discuss the discipline or dismissal of or complaints or charges brought against a public officer, employee, staff member, or individual, Jennifer Riley, and pursuant to mass general law chapter 30 a section 21 a 2 to conduct strategy sessions in preparation for negotiations with non union personnel or to conduct collective bargaining sessions or contract negotiations with non union personnel. David Del Papa for Holbrook police chief.

Goldrick Moved the motion to go to Executive Session Seconded by Lade 5/0

Returned to public session at 9:45

- . The Board then recited the Pledge of Allegiance upon returning from executive session.

Public Announcements

Chair Conway announced the recent passing of two retired members of the Holbrook Fire Department:

- Edward Baker Jr., who served for 30 years
- Francis Duggan Sr., who served for 28 years

The Board extended condolences to the Holbrook Fire Department and the families of the deceased firefighters. A moment of silence was observed in their memory.

Discuss vote first amendment to the Norfolk County 5 East Intermediates Agreements

Director Brittany Jane presented an update on the state public health grant for the collaboration of local health departments and boards of health. She explained that Weymouth had opted not to sign the intermunicipal agreement (IMA) and was dropping out of the grant. The Massachusetts Department of Public Health requested that the remaining towns sign an amendment acknowledging Weymouth's withdrawal.

Motion: Catherine Goldrick moved to enter into the agreement with the amendment as presented. Pam Campanella seconded the motion.

The motion passed with a 4-0 vote. Goldrick yes, Lade yes, Conway yes, Costa dropped, and Campanella Yes

Discuss and vote COA alternate principal clerk position

Director Rose requested the creation of a part-time alternate principal clerk position for the Council on Aging (COA), limited to 15 hours per week. She explained that this position would provide trained, reliable backup during staff absences and help prepare for future staffing transitions. Director Rose also noted a 23% increase in the number of people served by the COA from April to June compared to the same period last year.

Motion: Catherine Goldrick moved to create and post the position of Council on Aging alternate principal clerk, part-time, not to exceed 15 hours per week, at \$22.55 per hour. The motion was seconded Chris Lade

The motion passed with a 4-0 vote. Goldrick yes, Lade yes, Conway yes, Costa dropped, and Campanella Yes

Discuss vote FY 26 ambulance service rate review

Chief McFadden presented the annual ambulance service rate review, explaining that the changes were triggered by updates to Medicare rates for the region. The proposed changes included:

- 8% increase in service rates for basic life support care, advanced life support care 1, and advanced life support care 2
- 5% increase in the mileage rate

Motion: Catherine Goldrick moved to accept the Medicare rate change as submitted by Chief McFadden. The motion was seconded.

The motion passed with a 4-0 vote. Goldrick yes, Lade yes, Conway yes, Costa dropped, and Campanella Yes

Discussion about donation for ACO from the Copeland Foundation

The Board discussed a donation of \$7,500 from the Copeland Foundation for the Animal Control Officer (ACO) expenses. Town Administrator Michael McGovern explained that this is a standard grant received annually.

Motion: Catherine Goldrick moved to accept the Copeland Foundation donation for the ACO. The motion was seconded Lade.

The motion passed with a 4-0 vote. Goldrick yes, Lade yes, Conway yes, Costa dropped, and Campanella Yes

Discuss vote TLA public interest letter

Town Administrator Michael McGovern and Board member Catherine Goldrick discussed the need for a letter regarding the TLA situation. The Board agreed to have Ms. Goldrick draft a letter outlining why it's not in the best interest of Holbrook to have TLA present, incorporating health, financial, and other relevant matters.

Motion: Chris Lade moved for Katie Goldrick to write the letter for TLA public interest. Patricia Conway seconded the motion.

The motion passed with a 3-0-1 vote, T. Goldrick yes, Lade yes, Conway yes, Costa dropped, and Campanella abstain

Discuss vote new policy for flags and the employee handbook

Employee Handbook

Anne Mahoney and Ariel Harold presented updates to the employee handbook. Key points included:

- The handbook was based on a 2022 version with updates to policies and language
- New additions include vision insurance and state-mandated policies
- A separate code of conduct policy was created
- Draft policies for HIPAA and telecommunications were included

The Board was asked to review the handbook and provide feedback within two weeks for potential approval at the July 16th meeting.

Flag Policy

Chair Conway introduced the need for an official flag lowering policy and a policy for ceremonial flag raising. Anne Mahoney presented a draft flag lowering policy. The Board discussed the possibility of installing a separate flagpole for non-U.S. or commonwealth flags to address potential controversies.

The Board agreed to review flag policies from other towns and provide feedback to create a comprehensive policy for Holbrook.

Discuss vote appointment of Mary Jo Joyce as the principal clerk in the treasurer collector's office

Anne Mahoney presented the recommendation to appoint Mary Jo Joyce as the principal clerk in the treasurer collector's office. She highlighted Joyce's experience in the private sector, including payroll management, customer service, and comfort with new software.

Motion: Catherine Goldrick moved to appoint Mary Jo Joyce to the principal clerk in the collector's office. The motion was seconded. Campanella

The motion passed with a 4-0 vote. The motion passed with a 4-0 vote. Goldrick yes, Lade yes, Conway yes, Costa dropped, and Campanella Yes

Discuss vote year end transfers

Town Administrator Michael McGovern presented the year-end budget transfers totaling \$133,900. Key transfers included:

- \$50,000 to legal and professional services
- \$8,500 to the town clerk's salary
- \$3,000 to election and town meeting salaries
- \$25,000 to fire general expense
- \$20,000 from EMT salaries to EMT general expense
- \$17,000 from patrolman's salaries to police general expense

Motion: Catherine Goldrick moved to accept the year-end transfers as presented by Town Administrator Mike McGovern. The motion was seconded. Campanella

The motion passed with a 4-0 vote. The motion passed with a 4-0 vote. Goldrick yes, Lade yes, Conway yes, Costa dropped, and Campanella Yes

Discuss vote appoint committees and boards

The Board reviewed and discussed appointments to various committees and boards. Some adjustments were made to the list, including:

- Removing Eric Helfer from the Capital Planning Committee
- Appointing only Paul Healy as the associate for the Zoning Board of Appeals
- Removing Carol Burn and Rosemary Clark from the Council on Aging Board of Directors

Motion: Catherine Goldrick moved to accept all of the appointments as presented and submitted to the select board, with the discussed adjustments. The motion was seconded. Campanella

The motion passed with a 4-0 vote. The motion passed with a 4-0 vote. Goldrick yes, Lade yes, Conway yes, Costa dropped, and Campanella Yes

Discuss vote water and sewer basement abatement 41 Norfolk Road

This item was postponed to a future meeting as the relevant parties were not present.

Citizens' concerns

Elaine Hyland, representing Precinct 2, announced her decision to step down as the COA newsletter editor. She expressed gratitude for her time in the role and confidence in the newsletter's future development. Hyland will continue to serve on the COA advisory board.

Discuss vote minutes

The Board reviewed meeting minutes from April 30, June 4, June 18, and June 25, 2025.

Motion: Chris Lade moved to accept the minutes for April 30, June 4, June 18, and June 25, 2025. The motion was seconded. Campanella

The motion passed, Pam Campanella abstaining from the June 4 and June 18 minutes.

Adjourn

Chair Conway wished everyone a happy and safe Fourth of July weekend, reminding residents to be mindful of fire safety due to dry conditions.

Motion: Catherine Goldrick moved to adjourn the meeting. The motion was seconded.

EXHIBIT 12

COMMONWEALTH OF MASSACHUSETTS
LAND COURT DEPARTMENT OF THE TRIAL COURT

NORFOLK, ss.

NO. 25 MISC 000224 (RBF)

TLA-HOLBROOK LLC,

Plaintiff,

v.

TOWN OF HOLBROOK PLANNING
BOARD, and BRIAN DONOVAN, ERIC
HELPER, CHRISTOPHER EDDINGTON,
KIMBERLY ALLARD, AND
CHRISTOPHER LADE, solely as they are
members of the TOWN OF HOLBROOK
PLANNING BOARD,

Defendants.

AFFIDAVIT OF KATIE GOLDRICK

NOW COMES Katie Goldrick who, on oath, on personal knowledge, deposes and says:

1. I submit this Affidavit in the above-referenced case.
2. I am a member of the Holbrook Select Board.
3. I have been a member of the Select Board since 2023.
4. Prior to serving on the Select Board, I was a member of the Holbrook Board of Health. I served on the Board from 2018 to 2023.
5. The February 19, 2009 Lease and Host Community Agreement (the “Lease”) between the Town of Holbrook and Holbrook Environmental Logistical Partnership, LLC does not contain the necessary provisions to protect the public interest.
6. The Town has received no rent from the Lease because the “Rent Commencement Date” has not arrived.

7. In 2009, the Town anticipated the project would be operational and rent payments would begin in 2012.
8. It is unclear if the Rent Commencement Date will ever come to fruition.
9. Any money the Town has received from the Tenant under the Lease is from the Tenant's sublease of the Premises to Falvey Steel Castings, Inc. This money is not rent, but required sublease payments under section 6.7 of the Lease.
10. The Lease has prevented the Town from developing, selling, or leasing the Premises from which the Town might have already begun receiving payments of rent or other tangible benefits.
11. As contemplated in the Lease, the Tenant agreed to allow the Town to direct all of its residential solid waste to the Facility at no cost to the Town; Tenant was required to provide weekly collection of residential and municipal solid waste and biweekly collection of residential recyclables at no cost to the Town; and the Tenant was required to provide a residential and recycling drop off area for normal household residential waste, recyclables, yard waste, and certain bulky items.
12. The services and benefits to the Town described in the previous paragraph have still not occurred.
13. The services and benefits described in paragraph 11 influenced the Town's decision to enter into the Lease.
14. The Town has been paying for residential trash pickup since 2009.
15. In 2025, the Town shifted to private trash collection where residents now pay for their own trash collection services.

16. Holbrook is now subject to the Commonwealth's MBTA Communities overlay district.

This was not anticipated in 2009 when the Town entered into the Lease.

17. The Town was obligated by state law to create an overlay district allowing multi-family housing by right within 0.5 miles of a commuter rail station.

18. The project site is located less than 0.3 miles from an MBTA commuter rail station.

19. At the May 22, 2022 Annual Town Meeting, the Town voted to approve the MBTA overlay district within 0.5 miles of the project site.

20. Multi-family, affordable housing is now a priority of the Town and State.

21. Increasing private railroad traffic in an area now designated for multifamily housing as of right is not in the public interest.

22. The project site is also within an Environmental Justice population, which was not so designated in 2009 when the Town entered into the Lease. As of 2022, 92% of Holbrook residents qualify as members of an Environmental Justice population.

23. Siting a regional solid waste transfer station within an Environmental Justice population is not in the public interest.

24. The project site partly overlaps the 20 acre former Baird & McGuire chemical facility that is now an US Environmental Protection Agency Superfund Site.

25. Since entering into the Lease, new data and information regarding PFAS have come to light. The Town is very concerned about PFAS on the Superfund Site and Premises.

26. No studies into the presence of PFAS on the Premises have been conducted.

27. The Lease does not contemplate PFAS.

28. The developer of the Project is Vincent F. Barletta.

29. Since entering into the Lease, Vincent F. Barletta's company, Barletta Heavy Division, Inc. has been criminally and civilly charged by the Rhode Island Attorney General for the illegal dumping of thousands of tons of contaminated fill at project sites in Providence, RI. The charges included illegal disposal of solid waste, operating a solid waste management facility without a license, and providing a false document to a public official.
30. According to the Massachusetts Secretary of State database, Vincent F. Barletta is the Treasurer, Asst. Clerk, Clerk, and Director of Barletta Heavy Division, Inc.
31. According to a press release, a settlement between Rhode Island and Barletta was reached in May 2025, in which Barletta agreed to pay over \$20 million. A copy of this press release is attached to this affidavit.
32. According to the Massachusetts Secretary of State database, Vincent F. Barletta is the Registered Agent of TLA-Holbrook LLC.
33. According to the Massachusetts Secretary of State database, the Manager of TLA-Holbrook LLC is BID Holbrook LLC.
34. According to the Massachusetts Secretary of State database, the Manager of BID Holbrook LLC is Vincent F. Barletta.
35. Having Vincent F. Barletta as the developer of the Project is not in the public interest.
36. During my time on the Select Board, TLA-Holbrook LLC has never appeared before the Select Board or submitted a written report to the Select Board on its permitting progress as required by Section 4.5 of the Lease.
37. The Premises will be used for a regional solid waste transfer station.
38. The project will not be Town-owned.
39. The project will not and has not been financed by the Town.

40. The Lease no longer meets the needs of the Town or its residents.

41. The reality of the Lease is not what the Town or its residents anticipated or approved of back in 2008 and 2009.

42. Had the Town known it would not receive any rent 16 years after entering into the Lease, the Town would not have agreed to the Lease.

Subscribed and sworn to under the pains and penalties of perjury this 11th day of July, 2025.



Katie Goldrick



STATE OF RHODE ISLAND

Attorney General Peter F. Neronha

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Attorney General Neronha announces Barletta Heavy Division has paid \$11 million to resolve environmental violations at Route 6/10 construction site

Attorney General Neronha announces Barletta Heavy Division has paid \$11 million to resolve environmental violations at Route 6/10 construction site

Published on Wednesday, May 21, 2025

Attorney General Peter F. Neronha announced today that Barletta Heavy Division (Barletta) has paid \$11 million to resolve its violations of Rhode Island solid waste laws by unlawfully dumping tons of contaminated fill during the construction of the Route 6/10 Interchange and lying about it. Proceeds from the \$11 million settlement, negotiated by Attorney General Neronha, will be used to fund dental care services for Providence city youth.

Barletta's violations included disposing tons of contaminated Massachusetts fill during the construction of the Route 6/10 Interchange. Further when confronted by suspicious state regulators about the imported 6/10 fill, Barletta deceived state regulators about the true source and contaminated nature of the fill.

"Companies that treat our state as a dumping ground and place the health and welfare of Rhode Islanders at risk, as Barletta has here, must face real consequences for their unlawful conduct," said **Attorney General Neronha**. "When the federal case against Barletta was resolved some time ago, I strongly believed that Rhode Islanders deserved a better outcome, and so we proceeded with our state case. I am pleased that now, because of our demonstrated willingness to take this case to trial, Barletta has paid an unprecedented monetary amount of \$11 million dollars to resolve our case. Of that amount, \$10 million dollars will go towards improving the dental and physical health of children living in Providence neighborhoods near the 6/10 Interchange. In addition, Barletta will pay legal fees to this Office and DEM in the amount of \$1 million. Whether Barletta learns from this experience remains to be seen. But they have paid a heavy price for their unlawful, irresponsible, and deceptive behavior, and deservedly so."

Under the terms of the settlement agreement, Barletta admits all of the conduct alleged against it in the civil complaint. Specifically, the state alleged that the defendants authorized the disposal of more than 4,500 tons of contaminated stone and soil at the Route 6/10 Interchange construction project.

Under the terms of the State's contract with Barletta, the company was required to analyze any fill brought to the 6/10 project site for contaminants and certify that any fill would be suitable for use at the site. In 2020, defendant Dennis Ferreira, as the Superintendent of the Route 6/10 Interchange con-

struction project, possessed broad authority over the project for Barletta, including the acquisition of material to be used on site.

Despite its legal obligations to the contrary, Barletta used contaminated fill from the Pawtucket/Central Falls Commuter Rail Station site on the border of Pawtucket and Central Falls, and from a Barletta materials stockpile in the Jamaica Plain neighborhood of Boston, Mass. The site of the Pawtucket/Central Falls Commuter Rail Station has been used as a rail yard for nearly 150 years and the presence of soil contaminants, including arsenic and PAH's, has been previously confirmed. At the Jamaica Plain site, Barletta stockpiled contaminated stone generated from railbed replacement work they conducted on the Massachusetts Bay Transportation Authority (MBTA) Green line.

As alleged and now admitted by Barletta, Ferreira authorized and Barletta transported approximately 1,114 tons of known untested soil from the Pawtucket/Central Falls site and approximately 3,460 tons of contaminated stone from the Jamaica Plain site to the 6/10 project site. As further alleged and now admitted by Barletta, in late July 2020, state officials with the Department of Environmental Management (DEM) and the Rhode Island Department of Transportation (DOT) asked Ferreira for an environmental certification for the transported stone, and on behalf of Barletta, he provided an environmental testing report with analysis from another site, hiding the fact that the 6/10 site stone was contaminated.

In short, Barletta now admits that they not only deposited fill that they knew was contaminated at the 6/10 site, but that they lied about it during and after they dumped and processed the contaminated fill.

"Barletta deliberately disposed of contaminated materials at the site, showing a complete disregard for the health and safety of Rhode Islanders," said **DEM Director Terry Gray**. "I'm proud of the excellent work by our environmental police and other regulatory experts for investigating this case and documenting the violations of state law and regulations. Their thoroughness and professionalism provided the information critical for the success of this matter. I'm also grateful to the Attorney General and his dedicated legal team for their excellent work in developing and prosecuting this. Their efforts send a clear and powerful message to contractors everywhere: this kind of reckless behavior will not be tolerated—and it will be prosecuted to the fullest extent of the law."

Today's settlement resolves the criminal case against Barletta. Mr. Ferreira pleaded guilty in Providence County Superior Court to one count of filing a false document and received a one-year suspended sentence and one year of probation. His other charges were dismissed.

Under the terms of the settlement, Barletta has agreed to:

- pay a civil settlement of \$11 million total to the State within ten business days of the effective date of this settlement agreement;
- fund the Attorney General's 6/10 Children's Fund with \$10 million to be paid directly to the Rhode Island Foundation, which will administer the funds;
- pay \$750,000 in compensation for costs of investigation and prosecution to the Attorney General's Office; and
- pay \$250,000 in compensation for costs of investigation to DEM.

“Too often, I’ve seen the illegal and immoral decisions of bad actors lead to bad outcomes for Rhode Island’s predominately black and brown communities, with children being one of the most vulnerable groups within these communities,” continued **Attorney General Neronha**. “For that reason, these funds will be immediately put into action to address immediate health care needs of Providence children. This includes the urgent need to provide access to dental care for children. Whether it’s enforcing lead poisoning prevention laws, fighting for clean air and water for our communities, or working to protect safety-net hospitals, my Office has prioritized giving our children a fighting chance, and we will continue to do so. I am especially grateful to our partners at the Department of Environmental Management and the Rhode Island Foundation for their assistance in this matter and many others.”

“Building and sustaining healthy and strong communities is central to our work,” said **David N. Cicilline, president and CEO of the Rhode Island Foundation**. “Focusing the funding on neighborhoods where health disparities are high won’t just close gaps in access to care; the benefits will spill over into their everyday lives. Children who are healthy can concentrate on school, enjoy play and contribute to their communities, creating pathways to a brighter future.”

According to the Rhode Island Department of Health, one in three kindergarteners and almost half of all third graders in the state experience tooth decay – a situation that is particularly dire in Providence. According to data collected by Dr. Greg Stepka during the 2023-2024 school year, more than one in four Providence elementary and middle students had unmet dental care needs, like deep cavities and gum infection, and 520 students required urgent care for abscesses, tooth decay, and infections – a 56% rise in the number of severe cases from the prior year. Moreover, multiple studies have highlighted oral health disparities by socioeconomic status, race, and ethnicity. Children attending schools with more than 75% of their students eligible for free or reduced school meals, including many in the Providence Public School District, are twice as likely to have untreated tooth decay than those in wealthier districts.

“As a pediatric dentist practicing over two decades and native Rhode Islander serving families in our Providence office location, I witness first-hand the toll of untreated dental disease every single day,” said **Dr. Fotini M. Dionisopoulos, D.M.D. President, Rhode Island Dental Association**. “For years, our dentists have ‘raised the alarm’ about the growing oral health crisis facing our children, especially here in this city. We are deeply grateful that someone has finally heard our call. This settlement is more than a penalty—it’s a lifeline to better quality of life for Providence’s children. Oral health affects overall health. By investing these funds in pediatric dental care, we have the opportunity to change the trajectory of this crisis and bring lasting relief to families who have waited far too long for meaningful support.”

The investigation and prosecution of the state case was led by Special Assistant Attorney General Stephen Dambruch, Assistant Attorney General John Moreira, Assistant Attorney General Alison Hoffman Carney, former Assistant Attorney General Peter Roklan, Sergeant Sheila Paquette of the DEM Environmental Police, Special Agent-In-Charge Brian C. Gallagher of the US Department of Transportation – OIG, and agents from the US Department of Labor – OIG.

About the case

On January 18, 2023, Attorney General Neronha charged Barletta and a former senior employee with illegally dumping tons of contaminated fill at project sites in Providence during the construction of the Route 6/10 Interchange project.

The Attorney General charged Barletta, a Canton, Massachusetts-based construction firm overseeing the Route 6/10 Interchange construction project, with two counts of illegal disposal of solid waste, one count of operating a solid waste management facility without a license, and one count of providing a false document to a public official.

The Attorney General also charged Dennis Ferreira of Holliston, Mass., a former senior employee of Barletta, with two counts of illegal disposal of solid waste, one count of operating a solid waste management facility without a license, and one count of providing a false document to a public official.

Previously, the United States Attorney's Office for the District of Rhode Island resolved an investigation into Barletta and Mr. Ferreira in 2022.

###

EXHIBIT 13

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

TLA-HOLBROOK LLC,

Plaintiff,

v.

TOWN OF HOLBROOK,
MASSACHUSETTS, TOWN OF
HOLBROOK SELECT BOARD, TOWN
OF HOLBROOK PLANNING BOARD,
TOWN OF HOLBROOK
CONSERVATION COMMISSION,
CATHERINE GOLDRICK, PATRICIA
CONWAY, PAMELA CAMPANELLA,
WILLIAM CONRAD, CHRISTOPHER
EDDINGTON, KIMBERLY ALLARD,
ERIC HELFER, RICHARD COOMBS,
FRANK DUGGAN, JOHN RUSSO,
BRIAN LUTZ, and ZACHARY KONTRA
individually and in their official capacity as
current or former agents or officials of the
Town of Holbrook; and KEVIN COSTA,
DAVID REILLY, WILLIAM WATKINS,
CHRISTOPHER GOLDEN, BRIAN
DONOVAN, CHRISTOPHER LADE,
FRED WHITE, and WILLIAM FORTE in
their official capacity as current or former
agents or officials of the Town of Holbrook,

Defendants.

Case No. _____

AFFIDAVIT OF LAURA BUGAY, P.E.

The undersigned, in my individual capacity, having personal knowledge of the facts stated, under affirmation or oath depose and state the following:

1. I am a licensed Professional Engineer in the Commonwealth of Massachusetts (License No. 47599) with 29 years of experience providing civil engineering and environmental services to clients.

2. I am the Executive Vice President of Green Seal Environmental, LLC (“GSE”), a civil and environmental engineering firm located in Sagamore Beach, Massachusetts. GSE specializes in solid waste management related projects, as well as environmental assessment and civil site design for development and redevelopment projects.

3. My responsibilities as a professional engineer include design, planning, analysis, management, and oversight of various civil and environmental engineering projects for a range of clients. As part of my responsibilities, when applicable to a project, I ensure GSE’s clients’ projects meet the required performance standards set forth in the Massachusetts Wetlands Protection Act, the Act’s implementing regulations (310 CMR 10.00), and applicable municipal ordinances, by-laws, and applicable regulations.

4. In 2017, TLA-Holbrook LLC (“TLA”) hired GSE to assist TLA in obtaining, among other state and local permits, an order of conditions under the Wetlands Protection Act and Holbrook municipal by-laws from the Town of Holbrook Conservation Commission (the “Commission”) for TLA’s 1,000 ton-per-day transfer station project (the “Project”) located at 1, 3, and 6 Phillips Road, Holbrook, Massachusetts (the “Property”).

5. Starting in April 2018, I supported Whitney Hall, the GSE engineer-of-record for the Project and during Site Assignment proceedings before the Holbrook Board of Health.

6. In 2019, I became the lead engineer and consultant representing TLA before the Commission.

7. Since 2018, I have attended and/or presented at approximately 32 public hearings before the Commission and at least five site walks for the Project.

8. On September 21, 2023, I submitted a notice of intent for TLA seeking an order of conditions from the Commission for the Project under DEP File No. 182-557. This notice of

intent was for substantially the same project for which the Commission previously granted an order of conditions in 2020 under DEP File No. 182-517. Resubmission of the new notice of intent was necessary because TLA's prior order of conditions expired while TLA was waiting for an Authorization to Construct permit from the Massachusetts Department of Environmental Protection.

9. By October 2024, the Commission failed to maintain a proper quorum of qualified voting members and, therefore, was unable to render a valid decision about the Project.

10. On October 7, 2024, during a public hearing, the Commission and TLA agreed that TLA would resubmit the same notice of intent that I previously submitted in 2019 and 2023. The resubmittal incorporated all documentation and information that was presented by me and other technical experts during the 2023 and 2024 proceedings.

11. On October 28, 2024, I resubmitted the notice of intent as described above under DEP File No. 182-562.

12. Over the course of the proceedings in 2023 and 2024, I attended 15 public hearings and accompanied the Commission on three visits to the Property where the Project would be developed. At these hearings and the site visits, I presented detailed information, answered questions from the Commissioners, and addressed public comments about the Project.

13. Due to my extensive involvement with the Project over the years, occasionally certain Commissioners would contact me to discuss the Project and Project-related issues and needs.

14. If I spoke with a Commissioner outside of a public hearing, I typically took contemporaneous notes of the discussion.

15. On March 26, 2024, I received a telephone call from Commission Chair William Forte, apologizing for his outburst during a public hearing on March 25, 2024, where he warned of collusion among boards. He clarified that his comments were directed at the Select Board.

16. During the March 26, 2024 telephone call, Commissioner Forte informed me that the Town of Holbrook Select Board hired McGregor Legere Stevens PC, a law firm he described as well-versed in the Wetlands Protection Act, to develop a “legal strategy to stomp out” TLA’s Project.

17. Commissioner Forte stated that the Select Board had recently acquired two new members who were “anti-transfer station,” and that the new Select Board was “extreme” in its opposition to the Project.

18. On September 24, 2024, I received an email from Commissioner Fred White requesting we speak over the telephone. I called him later that day to follow up on his request. A true and accurate copy of the email from Commissioner White is attached as Exhibit A.

19. During the September 24 telephone call, Commissioner White informed me that the Commission’s environmental lawyers said that there was not much the Commission could do to deny the Project.

20. Commissioner White explained that the Select Board was urging the Commission to deny the Project, which he described as “collusion” among the Select Board and the Commission.

21. Commissioner White informed me that he saw three options for a determination on TLA’s Project depending on how the Commission acts: (1) approve the Project with conditions, (2) the Massachusetts Department of Environmental Protection approves the Project and the Commission loses control over the Project, or (3) deny the Project and expect a lawsuit.

Commissioner White expressed that the Commission was a volunteer board not bonded by the Town and that he did not want to be in a lawsuit in a personal capacity.

22. Commissioner White told me he thought the only potential basis for denying the Project was under the tree cover requirement within the Holbrook Wetlands Protection Bylaw (11-7), Section 4, while acknowledging the Commission had recently granted an exception to an applicant's project that did not meet the same bylaw requirement.

23. Commissioner White informed me that two of the Commissioners, Frank Duggan and Brian Lutz, were purposefully remaining silent about the Project likely because they had their own projects pending in Town.

24. Commissioner White stated the Commission violated state open meeting laws by discussing TLA's Project behind closed doors to figure out how to deny the Project.

25. Commissioner White told me that during this meeting certain Commissioners made comments indicating that they do not trust experts that appear before the Commission.

26. Commissioner White stated that he believed Commissioner Forte left the Commission in May 2024 because he viewed the Commission's behavior as inappropriate collusion among the boards.

27. Commissioner White informed me that the Select Board Chair, whom I know from my experience on the Project was Katie Goldrick at the time, was "pushing" the new Commission Chair, William Conrad, to deny the Project. Commissioner White said it was common for the chairs of both the Commission and the Select Board to act without the permission of their respective boards.

28. On October 10, 2025, following a site walk related to TLA's request for a superseding order of conditions from the Massachusetts Department of Environmental

Protection, I spoke with Commissioner White in person at his request once other attendees left the Property.

29. During my October 10, 2025 conversation with Commissioner White, he informed me that the Select Board intentionally filled the Commission with individuals who opposed TLA's Project for reasons unrelated to whether it satisfied the applicable legal standards for such a project.

30. Commissioner White reiterated that he thought the Commission and Select Board were "colluding" against TLA and that members of both the Commission and the Select Board were consistently violating the Massachusetts Open Meeting Law and other procedures by discussing the Project with one another outside of a public forum.

31. Commissioner White stated the Select Board pressured Commissioner Frank Duggan to vote against TLA's Project using Commissioner Duggan's need for municipal approval of his own project in Holbrook, Massachusetts as leverage against him.

32. Similarly, Commissioner White stated the Select Board urged Commission Chair Conrad to deny TLA's order of conditions. Chair Conrad ultimately denied TLA's request for an order of conditions on January 31, 2025.

33. Commissioner White stated that the Select Board should consider legal ways to oppose the project, instead of pressuring other local boards to block the project for them.

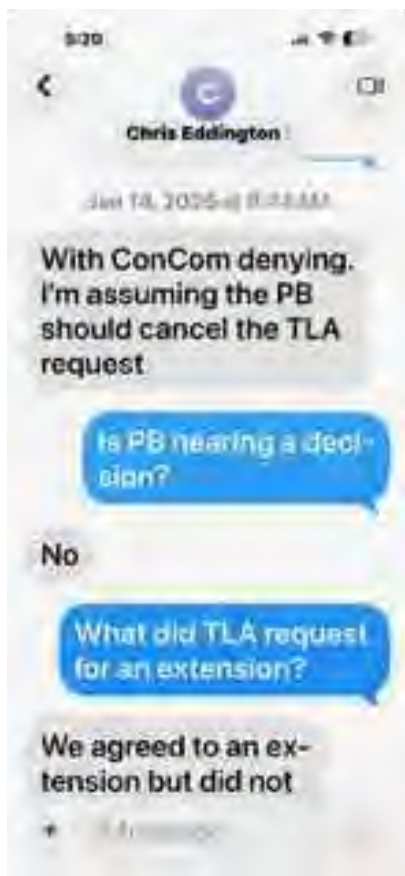
34. Commissioner White recounted former Commission Chair Mr. Forte's warning at the March 25, 2024 public hearing, when Commissioner Forte sternly warned the Commissioners of their collusion and that he would report them and subpoena their cell phones.

Signed under the pains and penalties of perjury this 23rd day of March 2026,



Laura Bugay, P.E.

EXHIBIT 14



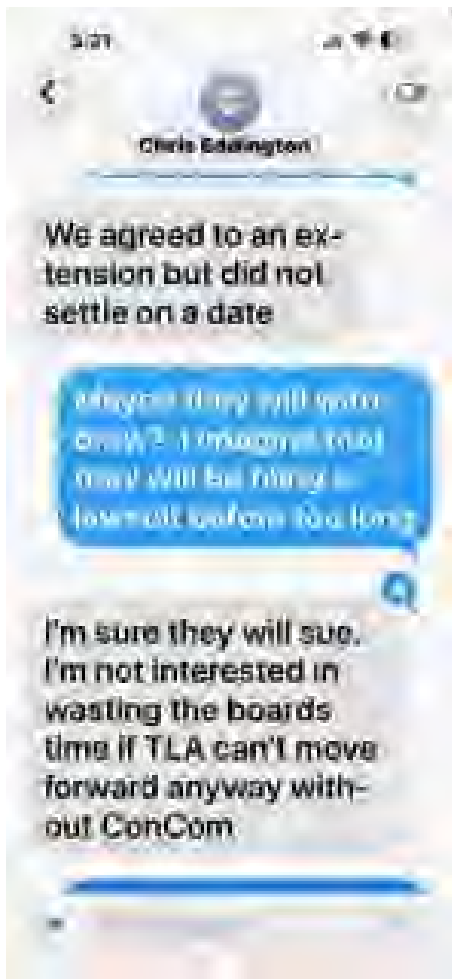


EXHIBIT 15



Michael S. Campinell
155 Federal Street, Suite 1600
Boston, MA 02110
+1.617.419.2309
mccampinell@bdlaw.com

September 22, 2025

BY EMAIL AND CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Jeanmarie Tarara, Town Clerk
Holbrook Town Hall
50 North Franklin Street
Holbrook, MA 02343

Re: Public Records Request – *Documents and Materials Related to TLA-Holbrook LLC’s Proposed Transfer Station Project*

Dear Clerk Tarara,

Pursuant to G.L. c. 66, § 10, on behalf of TLA-Holbrook LLC, I hereby request the Town of Holbrook (the “Town”) furnish copies of the following public records generated between the period of **January 1, 2023 to present**:

1. ***Inter-Board Communications.*** Any and all correspondence, communications, and documents, including, but not limited to, emails (including emails from private accounts to the extent they cover public business), notes, letters, agendas, meeting minutes, memoranda, text messages, social media posts, social media messages (e.g. Facebook messenger), drafts, summaries, or reports:
 - a. prepared by, including the past and present members of, the i) Holbrook Select Board, ii) Holbrook Conservation Commission, iii) Holbrook Planning Board, iv) Holbrook Zoning Board of Appeals, v) Holbrook Board of Health, or vi) any other Town agencies (collectively, the “Boards”) or vii) Town employees, including but not limited to the Director of Inspectional Services, Health Director, Health Coordinator, Police Chief, Fire Chief, or Town Administrator (collectively, the “Employees”); or
 - b. exchanged, sent, transmitted, or received by and between or among past and current members of the Boards and past and present Employees, including but not limited, to Katie Goldrick, Patricia Conway, Kevin Costa, Pamela Campanella, Christopher Lade, Brian Donovan, Eric Helfer, Christopher Eddington, Kimberly Allard, Ted Bertrand, William Forte, Frank Duggan, Brian Lutz, William Conrad, Fred White, Richard Coombs, John Russo,

Jeanmarie Tarara, Town Clerk
September 22, 2025
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Zachary Kontra, Mary Donovan, Allyson Pinkhover, Cristina Lucci-McShain, Christopher J. Nickerson, Jennifer Oliver, Keith O'Brien, Stephen Zeboski, Domenico Crugnale, Paul Healey, Eric Erskine, Heidi Prisco, Debi Joyce, Chief Luke McFadden, Chief David N. Del Papa, Britney Jayne, Ziona Bodden, Michael McGovern, Anne Mahoney, and Jeanmarie Tarara; or

- c. exchanged, sent, transmitted or received by and between or among past and current members of the Boards or Employees and members of the public.

which relate to one or more of the following topics:

- i. TLA-Holbrook LLC, or its members and managers;
- ii. Holbrook Environmental Logistical Partnership, LLC;
- iii. Vincent Barletta;
- iv. Corporations, limited liability companies, or any other entities owned, managed, or otherwise associated with Vincent Barletta, including, but not limited to Bid Holbrook LLC, Barletta Engineering Corporation, Barletta Heavy Division Inc., or the Barletta Co. Inc.
- v. TLA-Holbrook LLC's proposed municipal solid waste transfer station ("the Project");
- vi. 1, 3 or 6 Phillips Road, Holbrook, Massachusetts (collectively, "the Property");
- vii. The Lease and Host Community Agreement, dated February 19, 2009, by and between the Town of Holbrook and Holbrook Environmental Logistical Partnership, LLC and any assignments, including the Notice of Assignment of the Lease and Host Community Agreement to TLA-Holbrook LLC, dated March 26, 2009;
- viii. Beveridge & Diamond, P.C. or its attorneys, including but not limited to Marc Goldstein, Michael Campinell, Joseph Ruggiero, and Abby Barnicle;
- ix. Green Seal Environmental, LLC, or its employees, including but not limited to Laura Bugay and Jack O'Leary;
- x. CSX Corporation or CSX Transportation, Inc. as it relates to the Project or Property; and
- xi. The Town's proposed MBTA Overlay District as it relates to the Project or Property.

Jeanmarie Tarara, Town Clerk
September 22, 2025
Page 3

2. *Town Insurance Policies.*

- a. The Town's current public officials liability insurance policy (or equivalent policy). If no such policy is currently in effect, please provide the most recent Public Officials Liability insurance policy that provided coverage to the Town.
- b. The Town's current General Liability insurance policy. If no such policy is currently in effect, please provide the most recent general liability insurance policy that provided coverage to the Town.

Please provide a written response within **10 business days** from receipt of this request. G.L. c. 66, § 10. This written response must i) confirm receipt of the request; ii) identify any public records or categories of public records that are not within the Town's possession or control; iii) identify records or portions of records the Town intends to withhold, if any, with citations to applicable legal exemptions; iv) list records the Town intends to produce with an explanation for why more time is needed to do so; v) suggest a reasonable timeframe for production; vi) suggest reasonable modifications to the above request; vii) provide a good faith estimate of fees associated with responding to the request under G.L. c. 66, § 10(d); and viii) a statement of the requester's rights to appeal. *Id.* § 10(b). **Please contact me to discuss how the Town will organize and transmit the materials responsive to this request.**

If you have any questions, please do not hesitate to contact me.

Sincerely yours,



Michael S. Campinell

cc: Marc J. Goldstein, Esq. (via email)
Joseph R. Ruggiero, Esq. (via email)
Abby E. Barnicle, Esq. (via email)
Michael J. O'Neill, Esq. (via email)
Caroline E. Smith Quijada, Esq. (via email)

EXHIBIT 16



James Donnelly
jdonnelly@mhtl.com

October 6, 2025

VIA ELECTRONIC MAIL

Michael C. Campinell
Beveridge & Diamond PC
mcampinell@bdlaw.com

Re: Response to Public Records Request Dated September 22, 2025

Dear Attorney Campinell:

This office represents the Town of Holbrook (the “Town”) in connection with the public records request you submitted dated September 22, 2025. (the “Request”). The Town hereby responds within ten business days of the Request. In the Request, you sought the following records from January 1, 2023 to the present:

1. *Inter-Board Communications. Any and all correspondence, communications, and documents, including but not limited to, emails (including emails from private accounts to the extent they cover public business), notes, letters, agendas, meeting minutes, memoranda, text messages, social media posts, social media messages (e.g. Facebook messenger), drafts, summaries, or reports:*
 - a. *Prepared by, including the past and present members of the i) Holbrook Select Board, ii) Holbrook Conservation Commission, iii) Holbrook Board of Health, or vi) any other town agencies (collectively, the “Boards”) or vii) Town employees including but not limited to the Director of Inspectional Services, Health Director, Health Coordinator, Police Chief, Fire Chief, or Town Administrator (collectively, the “Employees”); or*
 - b. *Exchanged, sent, transmitted, or received by and between or among past and current members of the Boards and past and present Employees, including but not limited to, Katie Goldrick, Patricia Conway, Kevin Costa, Pamela Campanella, Christopher Lade, Brian Donovan, Eric Helfer, Christopher Eddington, Kimberly Allard, Ted Bertrand, William Forte, Frank Duggan, Brian Lutz, William Conrad, Fred White, Richard Coombs, John Russo, Zachary Kontra, Mary Donovan, Allyson Pinkhover, Christina Lucci-McShain, Christopher J. Nickerson, Jennifer Oliver, Keith O’Brien, Stephen Zeboski, Domenico Crugnale, Paul Healey, Eric Erskine, Heidi Prisco, Debi Joyce, Chief Luke McFadden, Chief David N. Del Papa, Britney Jayne, Ziona Bodden, Michael McGovern, Anne Mahoney, and Jeanmarie Tarara; or*
 - c. *Exchanged, sent, transmitted or received by and between or among past and current members of the Boards or Employees and members of the public.*

Which relate to one or more of the following topics:

- i. *TLA-Holbrook LLC, or its members and managers;*
- ii. *Holbrook Environmental Logistical Partnership, LLC;*

- iii. *Vincent Barlette;*
 - iv. *Corporations, limited liability companies, or any other entities owned, managed, otherwise associated with Vincent Barletta, including, but not limited to Bid Holbrook LLC, Barletta Engineering Corporation, Barletta Heavy Division Inc., or the Barletta Co. Inc.*
 - v. *TLA-Holbrook LLC's proposed municipal solid waste transfer station ("the Project")*
 - vi. *1, 3 or 6 Phillips Road, Holbrook, Massachusetts (collectively, "the Property")*
 - vii. *The Lease and Host Community Agreement, dated February 19, 2009, by and between the Town of Holbrook and Holbrook Environmental Logistical Partnership, LLC and any assignments, including the Notice of Assignment of the Lease and Host Community Agreement to TLA-Holbrook LLC, dated March 26, 2009;*
 - viii. *Beverage & Diamond, P.C. or its attorneys, including but not limited to Marc Goldstein, Michael Campinell, Joseph Ruggerio, and Abby Barnicle;*
 - ix. *Green Seal Environmental, LLC, or its employees, including but not limited to Laura Bugay and Jack O'Leary;*
 - x. *CSX Corporation or CSX Transportation, Inc. as it relates to the Project or Property; and*
 - xi. *The Town's proposed MBTA Overlay District as it relates to the Project or Property.*
2. *Town Insurance Policies*
- a. *The Town's current public officials liability insurance policy (or equivalent policy). If no such policy is currently in effect, please provide the most recent Public Officials Liability insurance policy that provided coverage to the Town.*
 - b. *The Town's current General Liability insurance policy. If no such policy is currently in effect, please provide the most recent general liability insurance policy that provided coverage to the Town.*

Response

The Town will produce documents responsive to Part 2 of the Request. Due to the significant time required to identify documents potentially responsive to this Request and your other public records request dated September 24, 2025, the Town avails itself of another ten business days to produce documents responsive to Part 2 of the Request, in accordance with G.L. c. 66, § 10(b)(vi).

With respect to Part 1 of the Request, and based on the extraordinary breadth of the Request, the Town conservatively estimates that it possesses at least 20,000 records responsive to the Request. The Town anticipates that the responsive records contain attorney-client privileged information, including communications between the identified Town employees and/or officials and the Town's attorneys, which is exempt from disclosure. Additionally, the Town anticipates that the responsive records contain

personal cell phone numbers and email addresses of members of the public and potentially Town employees and/or officials, exempt from disclosure pursuant to Exemptions (c) and (o) to the Public Records Law. Because each page of each record needs to be reviewed for information exempt from disclosure, the Town provides the following fee estimate.

Fee Estimate

Pursuant to G.L. c. 66, § 10(d)(iii) *et seq.*, “if a municipality is required to devote more than 2 hours of employee time to search for, compile, segregate, redact or reproduce a record requested, the records access officer may include as part of the fee an hourly rate equal to or less than the hourly rate attributed to the lowest paid employee who has the necessary skill required to search for, compile, segregate, redact or reproduce the record requested.” In this case, the lowest paid employee who has the necessary skill required to search for, compile and reproduce the records requested is an employee whose effective hourly rate exceeds \$25 per hour. Nevertheless, a rate of \$25 per hour will be used to calculate the following fee estimate.

Segregation time is the time used to review records to determine what portions are subject to redactions or withholdings under G.L. c. 4, § 7, clause Twenty-sixth or other legally applicable privileges. Id.

Review and redaction is the process to delete, or otherwise expurgate that part of a public record that is exempt from disclosure under G.L. c. 4, § 7, clause Twenty-sixth or other legally applicable privileges from non-exempt material. Id.

In this case, the Town conservatively estimates that it possesses at least 20,000 records responsive to the Request. The Town anticipates that the responsive records contain attorney-client privileged information, including communications between the identified Town employees and/or officials and the Town’s attorneys, which is exempt from disclosure. Additionally, the Town anticipates that the responsive records contain personal cell phone numbers and email addresses of members of the public and potentially Town employees and/or officials, exempt from disclosure pursuant to Exemptions (c) and (o) to the Public Records Law. Given that each record responsive to the Request may contain multiple pages, the Town conservatively estimates that it will take approximately **1,000 hours** (*i.e.* 3 minutes per record) to review all 20,000 records and redact any information that is exempt from disclosure pursuant to the Public Records Law. Each page needs to be reviewed to determine whether it is responsive and whether there is any information that is exempt from disclosure contained within.

In accordance with 950 CMR 32.07(2)(m)(2), you will be charged for the first two (2) hours of those services. **1,000** hours multiplied by \$25 per hour yields a fee estimate of **\$25,000**. The actual fee to produce these records may vary based on the actual time spent to complete the necessary search, segregation and redaction process.

Please be advised that the fee estimate may be reduced if you narrow the scope of the Request. The Town will not begin its search, segregation, and redaction until it has received its fee estimate from you.

Right of Appeal

You have the right of appeal to the Supervisor of Records under subsection (a) of G. L. c. 66, § 10A and the right to seek judicial review of an unfavorable decision by commencing a civil action in the Superior Court under subsection (c) of G. L. c. 66, § 10A.

Respectfully,

/s/ James Donnelly
James Donnelly