



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

ROSALIN ACOSTA
SECRETARY

WILLIAM D. MCKINNEY
DIRECTOR

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

<p>Department of Labor Standards, Petitioner</p> <p style="text-align: center;">v.</p> <p>City of Maynard, Department of Public Works Respondents</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Docket No. AB-19-0099</p>
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SETTLEMENT AGREEMENT

WHEREAS, Under authority delegated by the United States Environmental Protection Agency (EPA), the Massachusetts Department of Labor Standards (DLS) administers and enforces 40 CFR 763, Subpart E, commonly known as the Asbestos Hazard Emergency Response Act (AHERA).

WHEREAS, AHERA requires local education agencies (LEA) to implement AHERA responsibilities, which include: inspecting their school buildings for asbestos containing building materials (ACBM), creating plans to manage and minimize asbestos exposure, and complying with mandated record keeping and notification requirements.

WHEREAS: The City of Maynard, Department of Public Works (DPW), 195 Main Street Maynard, Massachusetts 01754 is responsible for ensuring the DPW is in compliance with AHERA;

WHEREAS: On February 12, 2019 DLS performed an AHERA inspection at the Green Meadow School located at 5 Tiger Drive, Maynard, MA 01754, in response to a complaint alleging damaged asbestos containing ceiling tiles were present in the school. DLS conducted a visual inspection of the school, review of the school's Operation and Maintenance Program (O&M) and observed several Violations of AHERA;

WHEREAS; On or about February 12, 2019 DLS issued a Civil Citation and Penalty to the Respondents:

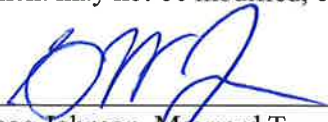
1. City of Maynard Department of Public Works **AB-19-0099** in the amount of Twenty Thousand Dollars (\$20,000.00)

WHEREAS; In lieu of paying assessed civil penalty to the Department of Labor Standards or the "Commonwealth of Massachusetts" all parties have agreed to the following;

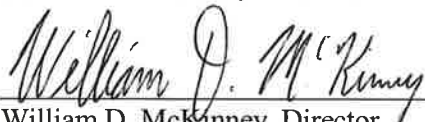
NOW, THEREFORE, and in accordance with this agreement, Respondents and DLS hereby stipulate and agree as follows:

1. DLS and the Respondents agree that the total amount of the Civil Citation Penalty Twenty Thousand Dollars (\$20,000.00) will be used for the Operations and Maintenance for AHERA in the Green Meadow School to come into compliance under 454 CMR 6.00 and AHERA.
2. Respondents will provide a complete list of damaged asbestos containing building material (ACBM) in the Green Meadow School and a timeline for when repairs will be started and completed along with proposed costs and further provide an explanation of what interim controls are going to be implemented. Respondent will highlight those repairs that will be applied in lieu of the Civil Penalty monies for the Department of Public Works. Respondent will provide an explanation of interim controls to DLS Inspector Janet McKenna and Supervisor Michael Weakley.

3. Respondents will complete any and all repairs, inspections and approvals for the Green Meadow School on or by **September 1st 2019**.
4. Any corrective actions must be must be addressed to Janet McKenna within **thirty (30) days**.
5. Respondents will provide DLS with all invoices, paid receipts for any and all repairs, inspections and approvals for the Green Meadow School totaling at least Twenty Thousand Dollars (\$20,000.00) to be completed on or by **September 1st 2019**.
6. Respondent and DLS agree that the Respondents did not show specific intent in this incident as indicated in Civil Citation **AB-19-0099**.
7. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement constitutes an admission of the law or fact by any of the parties hereto for the purposes of this litigation or in any other legal proceeding. By entering into this Agreement, the parties do not concede the validity or invalidity of any claim or argument that any party could have raised in this litigation.
8. This agreement constitutes the entire agreement between the parties hereto with regard to this matter, **AB-19-0099** (the "Citation"), dated February 15, 2019 and no representations or inducements have been made to any party concerning this Agreement other than the representations and covenants contained herein. This Agreement may not be modified, except by writing signed by all of the parties.

By: 
Gregg Johnson, Maynard Town Administrator and
Duly Authorized Representative
Of the Maynard Department of Public Works
195 Main Street, Maynard, MA 01754

Date: 4/26/19

By: 
William D. McKinney, Director
Commonwealth of Massachusetts
Department of Labor Standards

Date: 4/23/19