

FINANCING REQUEST - Brownfields Redevelopment Fund - Site Assessment / Remediation

APPLICANT INFORMATION						
Amount Requested \$99,600						
Applicant's Name City of Springfield,	MA					
Contact Person Kevin Chaffee		Title Na	tural Reso	ources Ma	nager	
Street Address 70 Tapley Street		City Springfield		Sta	te MA Zi	Code 01104
Project Address (if different from Applica	ant Address)	ES Pinevale Street				
Telephone 413-787-6020	Email	kchaffee@springfieldcit l.com	yhal We	ebsite s	pringfield-ma.g	ov
Organization/Company Name/Project T	itle City of	Springfield, Massachuset	S			
President/CEO Mayor Domenic J. Sa	irno					
NAICS Code		Tax ID Number 04-	6001415			
Applicant's Primary Banking Relation	nship (if appl	icable):				
Name of Bank n/a		Contact N	ame n/	/a		
Address n/a				Telephor	ne n/a	
						*
DETAILS						
Brief description of the purposes for whi of site control if not owned. If for equipm For all projects, include the dates of mile and the reason for undertaking the projects.	nent, please d estones such ect.	escribe the items to be p as site acquisition, start a	urchased a and compl	and the poletion of co	urposes for whi onstruction, equ	ch they will be used. uipment delivery, etc.
The City of Springfield plans to build up to further understand the scope of conta for Phase II soil, groundwater and surfa Significant removal of surficial asbestos attempts have been made to put this pastatus of soils/groundwater on site. It is closing out the site in a form suitable for that the applicant discussed the propos	amination and ce assessme containing d rcel out for R our intention redevelopme	provide a path for remed nt activities. The City acceptions piles was performed FP but no suitable develon to fully characterize the east.	ation and juired this by EPA E pers have extent of re	redevelop parcel the Emergence been ide emaining	pment. The fur rough a tax title y Response in ntified, most lik contaminated a	ds would be utilized taking in 2013. 2015. To date several ely due to the unknown reas with the goal of
If Yes, explain. The Mayor, Domenic J. Sarno, Chief De	walanmant A	fficer Tim Sheehan and t	ne Denuty	Director	of Economic De	evelonment Brian
Connors are aware of this application, developing this parcel demonstrating loper procurement requirements.	The City has	aiso been contacted by V	ellspring /	Cooperati	ve Corporation	as a potential party for
				. =		
TOTAL PROJECT COSTS						, '
Indicate below the estimated project co					A	
Land Acquisition	Size in Acres			Cost	\$	
Existing Building Acquisition	Square Feet			Cost	\$	
Site Prep				Cost	\$	
Construction of New Building	Square Feet			Cost	\$	
Improvements to an Existing Building	Square Feet			Cost	\$	
Construction of an Addition	Square Feet			Cost	\$	
Environmental Remediation				Cost	\$ 99,600	
Soft Costs (architectural, engineering, o	ther developr	nent costs)		Cost	\$	
Closing Costs including legal				Cost	\$	
Refunding of debt		••		Cost	\$	
Equipment				Cost	\$	

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	O-14 [
Working Capital	Cost \$
	Total Project Costs \$ 99600
	(Equal to Total Project Sources below)
TOTAL PROJECT SOURCES	
Name all anticipated sources of financing (including loans, equity, gra	nts, public, etc.)
MassDevelopment Requested Amount	Amount \$ 99,600
Other Funding Sources:	Amount \$
	(Equal to Total Project Costs above)
PUBLIC PURPOSE	
MassDevelopment contacts customers periodically after closing to as your most realistic expectation.	certain the number of jobs that have been created. Please give
Current number of employees (specify between Full and Part Time):	Full Time: 0 Part Time: 0
Number of new employees to be hired in MA over the next three year	s: Full Time: Part Time:
Number of housing units to be created or rehabbed as a result of this	project: New: 0 Rehabbed: 0
Will any Massachusetts facility be closed or existing employees trans If Yes, Explain.	ferred as a result of the proposed project? Yes 🗌 No 🗵
Please discuss any other ways that your project benefits the local correction and increased health outcomes for a designated environement of creation and increased health outcomes for a designated environement.	former brownfield) sites including the Wellspring Harvest these previously contaminated sites provides tax revenue, job

By submitting this request, you represent and certify to the best of your knowledge and belief that the information you have provided and exhibits or attachments hereto is true and complete and accurately describes the proposed project. You agree to promptly inform MassDevelopment of any changes which may occur.

COMPLETING YOUR APPLICATION

Your application will be compete when your MassDevelopment financing officer has received the above information as well as the following attachments and certifications. If you are not already working with us we encourage you to call 800-445-8030 before submitting materials.

ATTACHMENTS FOR BROWNFIELDS REDEVELOPMENT FUND SITE ASSESSMENT / REMEDIATION

Brownfields Redevelopment Fund finances the assessment and/or remediation of environmental contamination when necessary to redevelop vacant, abandoned, or underutilized industrial or commercial properties. A redevelopment project must be located in an Economically Distressed Area, provide substantial public benefits, and require financial assistance from the Fund to be viable. In addition, applicants must not have caused or contributed to the contamination, or have a familial relationship with the responsible party, or be subject to any outstanding administrative or judicial environmental enforcement action.

Up to \$100,000 is available for environmental site assessments with an eligible scope submitted by a Massachusetts Licensed Site Professional in good standing. Up to \$500,000 is available for remediation activity that conforms with the requirements of the Massachusetts Contingency Plan.

Please submit the following items with your application; your MassDevelopment Community Development officer will contact you

with any additional needs or confirm that your application is complete:

·				
A project narrative with historical uses of the property, detailed plans for the property environmental work to be performed	, and a detaile	ed des	cription of the)
☐ A listing of any and all historical environmental reports associated with the site with o	lates, firms, s	copes,	etc.	٠
Copies of any and all available reports submitted on a flash drive or CD	in the state of			
☐ The name, address and firm affiliation of your current LSP, together with their license	e number			
☐ A detailed scope of services for the assessment and/or remediation work from LSP, any other contractors involved with the remediation plan	together with	any sc	opes of work	from
Any open or closed Release Tracking Numbers (RTNs) assigned to the site by the N Environmental Protection	Massachusetts	Depa	rtment of	
☐ The status of commitments of other funding sources	** *		ter estignischen Grenteils	
☐ Any commitment letters from prospective tenants or term sheets from funding source	es	٠		
☐ The current assessed value of the site				
☐ The number and type of buildings with square footage and vacancy rates and duration	on		**:	
☐ A detailed project development schedule				•
☐ Site photographs, a site map, and any preliminary design materials that exist				
Evidence of site control with a right of entry and consent to access, together with accowner that a copy of any reports generated by the LSP will be submitted to the Mass Protection	_			
☐ Pro forma financial statements and a business plan if the project is far enough along	1			*

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CERTIFICATIONS

By submitting this application, the applicant certifies and agrees to the following*:

- 1. <u>Survival of Representations</u>: The representations included in this application shall survive the closing of any resulting MassDevelopment financing.
- This application constitutes an agreement pursuant to the provisions of M.G.L. Chapter 149, Section 182, whereby any facility financed in whole or part by MassDevelopment is subject to certain standards of corporate behavior in the event of a plant closing or partial closing as defined in M.G.L. Chapter 151A, Section 71A.
- 3. Northern Ireland: The borrower certifies that if it conducts business in Northern Ireland, it does or will do so in accordance with the McBride Principles as set forth in M.G.L. Chapter 7, Section 22C.
- 4. <u>People's Republic of China</u>: Prior to closing, the borrower will be required to make certain certifications and agree to comply with a code of corporate standards relative to any business interest or involvement with or in the People's Republic of China as set forth in M.G.L. Chapter 23A, Section 59.
- 5. The borrower agrees that if it accepts financial assistance from MassDevelopment, it shall include MassDevelopment in any public relations events or materials related to the project, and cooperate with and permit MassDevelopment to publicize its assistance, for marketing and public relations purposes, including but not limited to, signage, press releases, public events, and promotional materials.
- 6. The borrower agrees to provide information as to the number of employees in its hire when so requested by MassDevelopment.
- 7. MassDevelopment Contractor Policy: Applicant agrees that for costs of the Project which are to be financed by MassDevelopment, applicant or its affiliates have not and will not enter into a contract with any vendor listed as debarred or suspended on the debarment lists maintained by the Commonwealth of Massachusetts' Division of Capital Asset Management and Maintenance, the Department of Transportation, the Department of Industrial Accidents, the Office of the Attorney General and the Federal Government (the "Debarment Lists").

Applicant is required to provide the name of its general contractor or manager (if one is engaged) to MassDevelopment at least 10 business days prior to the closing.

At the closing, applicant must certify: that it has checked the Debarment Lists and that for costs of the project financed by MassDevelopment it has not and will not contract with any general contractor, construction manager or other vendor listed on the Debarment Lists. Applicant must also require that its general contractor or construction manager (if one is engaged) certify in the contract with applicant for MassDevelopment financed work that the general contractor or construction manager: (i) will check the Debarment Lists before directly engaging a subcontractor or other vendor and (ii) has not and will not contract directly with a subcontractor or other vendor listed on a Debarment List. The certification in the general contractor or construction manager contract shall further provide that the general contractor or construction manager understands and acknowledges that noncompliance may result in debarment from future MassDevelopment funded projects for a period of one year from the date of written notification of noncompliance.

If applicant cannot make the above certifications at closing, MassDevelopment reserves the right not to proceed with the applicant's closing.

The Commonwealth's Executive Office of Administration and Finance has a webpage with a link to the lists, http://www.mass.gov/anf/property-mgmt-and-construction/design-and-construction-of-public-bldgs/vendor-debarment.html.

- Within the past five years, the applicant has filed or caused to be filed all required federal, state, and local tax returns, and has paid or caused to be paid all taxes due and payable.
- 9. Within the past five years, the applicant has not been subject to a labor-related enforcement action, violation, or fine from state or federal government, including citations for any violations of OSHA or of the Americans with Disabilities Act.
- 10. Within the past seven years, the applicant has not filed for or been the subject of a petition for bankruptcy or protection against creditors
- 11. Within the past five years, neither the applicant nor any person who controls Applicant has been convicted of a felony under state or federal law.
- 12. Applicant would be liable for contamination solely pursuant to clause (1) of paragraph (a) of Section 5 of Chapter 21E MGL.
- 13. Applicant did not cause or contribute to the release of oil or hazardous materials at the site and did not own or operate the site at the time of the release.
- 14. Applicant does not have a familial or direct, or indirect business relationship with a party potentially responsible for the contamination.
- 15. Applicant is not subject to any outstanding administrative or judicial environmental enforcement actions.
- 16. The cost of the remediation work is not eligible for funding under the Commonwealth's Underground Storage Tank Fund (MGL Chapter 21J).
- 17. Assistance from the Brownfields Fund is necessary to make the proposed reuse of the site financially feasible.

* If applicant cannot provide any of these Certifications, please contact MassDevelopment to discuss.

IMPORTANT NOTICE

MassDevelopment shall be represented by an attorney of its choice in the review of the terms of the transaction documents and in any related legal matters arising prior to the closing of the financing. **By submitting this Application**, the Applicant agrees that all incurred legal fees for said representation shall be the responsibility of the applicant even if the financing fails to close.

By submitting this Application, the Applicant hereby certifies to the best of his/her knowledge and belief that the information contained in the Application including any exhibits or attachments hereto is true and complete and accurately describes the Applicant and the proposed project, and agrees to promptly inform MassDevelopment of any changes.

Applicant Name	Kevin Chaffee	Title	Natural Re	sources Manager	
Signature of Authorized Representative	BRIAN CENNORS, DEP. PIREctory	Date	W	121/21	

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WELLSPRING COOPERATIVE CORPORATION

PO Box 51116, Indian Orchard, MA 01151 <u>www.wellspring.coop</u> ** <u>wellspringcoops@gmail.com</u> (413) 522-2204

Shayvonne Plummer Planning and Economic Development City of Springfield 70 Tapley Street Springfield, MA 01104

March 17, 2021

Dear Shayvonne,

Wellspring Cooperative Corporation is interested in developing the E/S Pinevale Street parcel ID # 097550086 which is owned by the City of Springfield and is adjacent to the Wellspring Harvest greenhouse site. However, we are seeking further environmental information about the site to determine whether it is suitable for the uses we propose, and to further clarify any hazards or environmental responsibilities associated with the site. Can you please provide us with environmental reports about work already completed on the site? We also seek your support for an application to Mass Development for brownfield assessment funds to further determine the suitability of the site for our proposed uses.

Wellspring's proposed plan is to develop an "Eco-Industrial Park" on this 16 acre site that will build on the Wellspring Harvest greenhouse development located at the northwest corner of the city's land. Attached is a site design concept that we put together with the Regenerative Design Group. The vision is for a site that combines greenhouse production with recycling and material use, sustainable energy generation and landscaping businesses. The site would also include a farm stand and café as well as educational space. This site reuse would put Springfield in the forefront of urban green development nationally.

We have discussed the availability of Mass Development brownfield assessment funding with Richard Griffin, Jr. who serves as the Vice President for Community Development at Mass Development. He indicated that assessment and cleanup funds are available through Mass Development if the city applies, especially if there is an interested developer.

We would welcome the opportunity to discuss this project further with your office. Thank you for your consideration of this request.

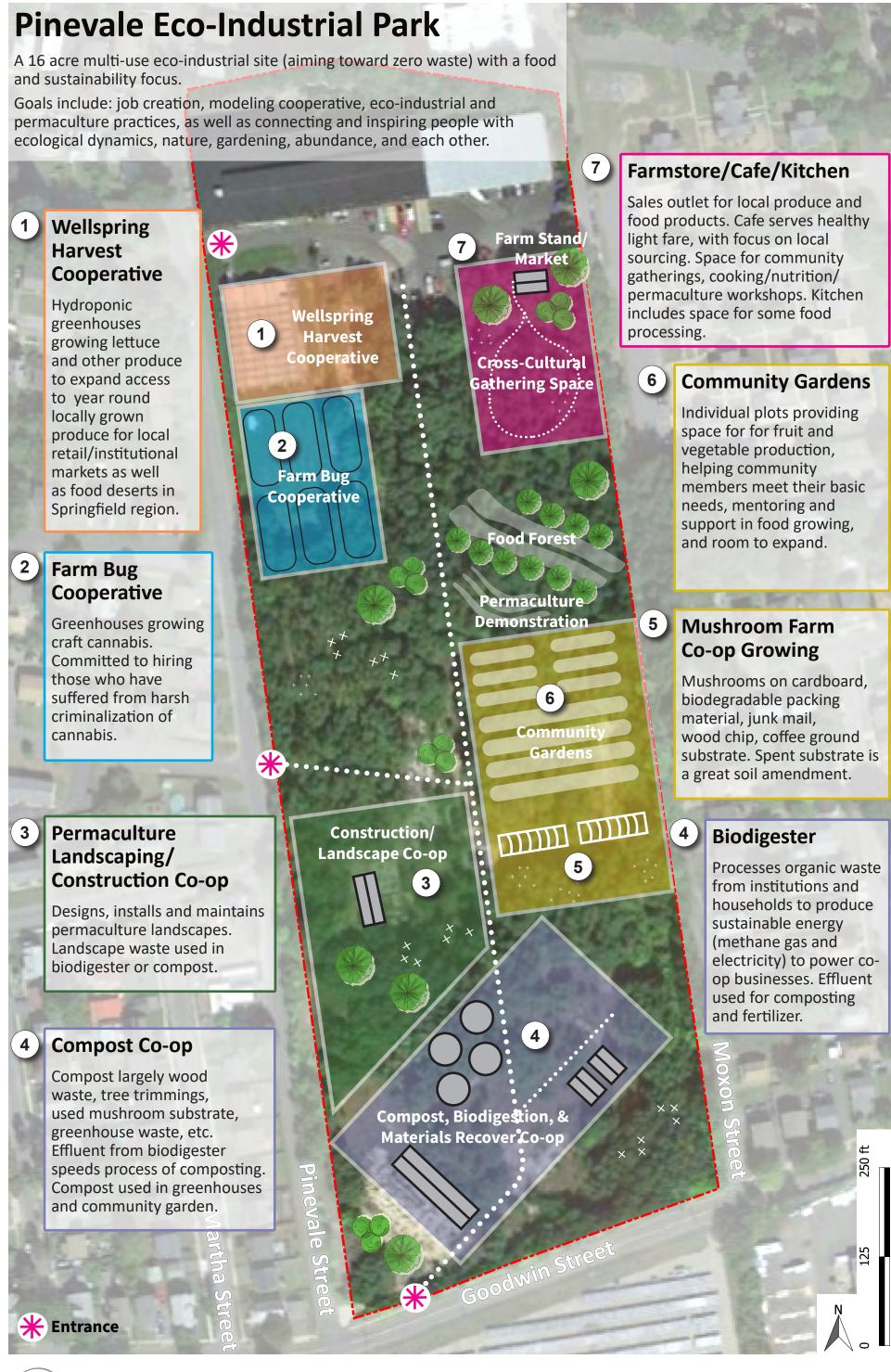
Best Regards,

Ined Rose

Fred Rose

Co-Director

Wellspring Cooperatives





* Preliminary graphic by RDG to illustrate desired site elements and potential interconnections.

Not based on full environmental and site assessment



427 Main Street, Suite 400, Worcester, MA 01608 Tel: 508.762.1676

October 20, 2021

Kevin Chaffee Natural Resources Manager Office of Planning & Economic Development City of Springfield 70 Tapley Street Springfield, Massachusetts 01104

Re: Proposal for Phase II Environmental Site Assessment and Reuse Planning

E/S Pinevale Street Springfield, Massachusetts

Dear Mr. Chaffee:

Weston & Sampson is pleased to submit this proposal for a Phase II Environmental Site Assessment (ESA) and Reuse Planning at the E/S Pinevale Street parcel in the Indian Orchard Neighborhood of Springfield, Massachusetts (the Site). This proposal includes a scope and fee for a subsurface assessment to augment the existing dataset and support the potential redevelopment of the Site, identified by the City of Springfield (the City) Assessor's Department as Parcel 097550086. Subsurface assessment activities, findings, and recommendations will be summarized in a Phase II ESA Report, which will inform decisions regarding property transfer, redevelopment options, remediation, and regulatory next steps for the Site under the Massachusetts Contingency Plan (MCP); 310 CMR 40.0000.

SITE BACKGROUND

The Site is an approximately 16-acre parcel that was formerly part of a 54-acre property owned by the Chapman Valve Manufacturing Company of Boston, Massachusetts (Chapman Valve) who purchased the property around 1874 to conduct valve manufacturing activities. Chapman Valve manufactured metal valves primarily for use by the Navy, but also worked under contract with the Atomic Energy Commission (AEC) to manufacture uranium metal for Manhattan Engineering District (MED) projects. Chapman Valve was acquired by Crane Company (Crane Co.) in 1959 who continued valve manufacturing at the Site until the 1980s. Crane Co. dissolved the 54-acre property into numerous parcels, which were sold to various parties, except for the 16-acre parcel located at E/S Pinevale Street. Crane Co. demolished the original 12 factory buildings located at the Site between the 1980s and 1996, leaving only the slab foundations in place. The Site went through various property transfers between 2003 and 2013 before the City of Springfield acquired the property through a municipal tax taking in May 2013.

The Site has been the subject of multiple environmental investigations and response actions since the mid-1980s. These have included: soil and groundwater sampling; the assessment and removal of 19 underground storage tanks (USTs) containing various quantities of fuel oils, gasoline, and waste oil; the sampling and disposal of asbestos containing material (ACM), surveys for radioactivity, and risk characterizations. The Site is regulated under the MCP and listed by the Massachusetts Department of Environmental Protection (MassDEP) as Release tracking Number (RTN) 1-170.

APPROACH

Based on a review of the publicly available reports on MassDEP's Waste Site & Reportable Releases Data Portal (eeaonline.eea.state.ma.us/portal#!/search/wastesite), we recommend a soil and groundwater sampling program focused on Areas of Concern (AOCs) based on contaminants in Site media identified during previous investigations. To focus the subsurface investigation, we have identified the following AOCs:

	Table 1 – Areas of Concern					
Area of Concern	Contaminant(s) of Concern [CoC(s)]					
BT-E, DP-1	Petroleum in Soil					
CM-22	Petroleum in Soil					
CM-38	Petroleum in Soil and Groundwater; Lead in Groundwater					
CM-39	Lead in Soil					
CM-40, CM-53, CM-	Barium, Cadmium, and Lead in Soil					
54						
CM-43	Petroleum in Soil and Groundwater; Lead in Groundwater					
CM-45	Lead in Groundwater					
CM-52	Cadmium in Soil					
DP-2	PAHs in Soil					
MW-205	Cadmium in Groundwater					
OTP-4	PAHs in Soil					
OTP-6	PAHs in Soil					
OTP-8	PAHs in Soil					

Weston & Sampson is proposing a two-phased investigation. An initial phase to address the AOCs listed above. Following receipt of the data and evaluation we propose a supplemental assessment phase to evaluate data gaps. Following the initial round of subsurface investigative activities, we propose performing a full Method 3 Risk Characterization using current and validated historical data to determine where additional assessment is needed.

Subsequent to the second round of assessment activities, the Method 3 Risk Characterization will be updated, and a pathway to regulatory closure developed. The completion of the supplemental investigation, along with a Method 3 Risk Characterization will assist with the evaluation of risk and remedial alternatives that focus on eliminating potential exposure to contaminated soil and groundwater under current and future use conditions.

PROPOSED SCOPE OF WORK

Task 1: Project Management and Meeting/Teleconference

Weston & Sampson will perform project management activities including correspondence and coordination with appropriate Site contacts and subcontractors, the laboratory, and the City, and management of the project budget.

In addition, Weston & Sampson anticipates one meeting or teleconference to discuss the data, present the report findings to the City of Springfield and to discuss recommendations. We have therefore budgeted up to 4 hours each for the Licensed Site Professional (Mr. George Naslas), Project Manager (Ms. Sarah DeStefano), and Project Scientist (Mr. Joseph Spencer) and for this meeting. We estimate completion of this project within 8 months of the Notice to Proceed.

Task 2: Site-Specific Health and Safety Plan

Prior to fieldwork, Weston & Sampson will generate a site-specific Health and Safety Plan (HASP) for our personnel conducting the proposed limited subsurface investigation activities at the Site. The purpose of this document is to describe site hazards and confirm proper and safe conduct of site operations. Non-Weston & Sampson personnel (i.e., City personnel, subcontractors, etc.) are not covered by the HASP. The HASP will include:

- The use of appropriate personal protective equipment (PPE).
- Relevant emergency and project contacts
- First aid and handling procedures of injuries requiring medical attention and transport to the nearest local hospital.
- Sign-off sheet acknowledging that field representatives have read the HASP.



Task 3: Initial Site Reconnaissance/Utility Clearance, Site Clearing, and File Review

Weston & Sampson will conduct a Site reconnaissance to confirm the placement of test pits, soil borings, and monitoring wells. In addition to DIGSAFE notification for public utilities, we will pre-mark all test pit, soil boring, and monitoring well locations.

As part of the initial Site reconnaissance, Weston & Sampson will hire a contractor to clear heavily vegetated areas of the Site where soil borings and/or test pits are planned. At the direction of Weston & Sampson, the contractor will push aside small, woody vegetation and brush to clear walking and driving paths for personnel and equipment, respectively.

Under this task, Weston & Sampson will also conduct a file review with MassDEP Western Region and US EPA. The purpose of this task is to identify reports not included on the MassDEP's Waste Site & Reportable Releases Data Portal.

Task 4: Subsurface Investigation

Task 4.1: Soil Boring Advancement, Soil analysis, and Monitoring Well Installation

Soil Boring Advancement, Soil Sampling, and Analysis

Weston & Sampson proposes to advance up to thirty-eight (38) soil borings at the Site. Soil borings will be advanced using a Geoprobe® or similar direct push-technology drill rig to the sample depths shown below in Table 2, or to refusal, whichever is less. In some cases, pre-drilling through former building slabs may be necessary to advance borings.

Soil will be logged continuously during the advancement of the soil borings, and Weston & Sampson will record the following information on boring logs for each boring location: soil type, color, field instrumentation readings, evidence of soil contamination and sampling intervals. Each sample collected will be screened for total volatile organic compounds (TVOCs) using a photoionization detector (PID) equipped with a 10.6 eV lamp.

Up to thirty-eight (38) soil samples will be submitted for laboratory analysis for the parameters shown below in Table 2 at each boring location. Weston & Sampson proposes to complete five (5) of the borings as monitoring wells, as indicated below:

		Table 2 – Pi	roposed Sampling and Analysis Ration	nale	
AOC	Number of Borings	Number of Wells	Analytes	Number of Soil Samples	
BT-E, DP-1	5	0	Delineate extent of petroleum-impacted soil	EPH/VPH	5
CM-22	4	0	Delineate extent of petroleum- impacted soil	EPH/VPH	4
CM-38	5	1	Delineate extent of petroleum- impacted soil; resample for groundwater for dissolved lead	EPH/VPH; Lead	5
CM-39	4	0	Delineate extent of lead-impacted soil	Lead	4
CM-40, CM-53, CM-54	5	1	Delineate extent of metals- impacted soil, resample for groundwater for dissolved metals	Barium, Cadmium, Lead	5
CM-43	5	1	Delineate extent of petroleum- impacted soil; resample for groundwater for dissolved lead	EPH/VPH; Lead	5
CM-45	1	1	Sample soil for lead; resample groundwater for dissolved lead	Lead	1



CM-52	4	0	Delineate extent of cadmium- impacted soil	Cadmium	4
DP-2	1	0	Determine if coal/ash exemption applies	PAHs, Lead, Coal/Ash	1
MW- 205	1	1	Sample soil for cadmium; resample groundwater for dissolved cadmium	Cadmium	1
OTP-4	1	0	Determine if coal/ash exemption applies	PAHs, Lead, Coal/Ash	1
OTP-6	1	0	Determine if coal/ash exemption applies	PAHs, Lead, Coal/Ash	1
OTP-8	1	0	Determine if coal/ash exemption applies	PAHs, Lead, Coal/Ash	1
			Total numb	per of samples**	38

^{**} Not including quality control / quality assurance samples, described below

Additionally, for quality control/quality assurance purposes, two duplicate samples will be collected for each analysis and one matrix spike/matrix spike duplicate sample will be collected for analysis of metals. Soil samples will be placed directly into new laboratory-prepared sample containers and will be packed and transported to a laboratory in accordance with professional standards of care for selected analyses via EPA or State methods. Chain-of-custody documentation will be maintained throughout the sampling process. Samples will be analyzed on a standard laboratory turn-around-time of 7 to 10 days.

Task 4.2: Groundwater Sampling and Analysis

Weston & Sampson will collect groundwater samples from each of the five (5) newly installed monitoring wells using low-flow sampling techniques in accordance with EPA's Region I "Low Stress (low flow) Purging and Sampling Procedure for the Collection of Ground Water Samples from Monitoring Wells", EQASOP-GW4 (Revision 4, September 19, 2017), or other appropriate methods. Groundwater samples will be field-filtered and analyzed for dissolved barium, cadmium, and/or lead based on historical data. The samples will be placed directly into new laboratory-prepared sample containers and will be packed and transported to a laboratory in accordance with professional standards of care for analyses via EPA methods or equivalent State-approved methods. Chain-of-custody documentation will be maintained throughout the sampling process.

Task 5: Phase II ESA Report and Method 3 Risk Characterization

After completion of the initial field investigation, receipt of the laboratory results, and basic data validation, Weston & Sampson will perform a Method 3 Risk Characterization. The results of the Method 3 Risk Characterization will determine the need for additional sampling activities, as outlined below in Task 6. If additional sampling activities are necessary, the Method 3 Risk Characterization will be revised upon receipt of those results.

Once the Method 3 Risk Characterization and any necessary supplemental sampling activities are complete, Weston & Sampson will document the above field activities, data, and risk characterization results in a Phase II ESA Report. The Report will also include a discussion of next steps under the MCP and recommendations for additional response actions and/or regulatory closure.



Task 6: Supplemental Sampling Activities

Weston & Sampson has budgeted for supplemental subsurface investigation assessment activities, should they be necessary, and/or additional remedial planning activities. The supplemental activities may include additional sampling to evaluate hot spots, data gaps and to understand the nature and extent of contamination at the Site and/or to support the Method 3 Risk Characterization and/or remedial planning activities / potential MCP obligations such as a generation of a Release Abatement Measure (RAM) Plan and/or Soil Management Plan (SMP).

COST AND SCHEDULE

Weston & Sampson anticipates completing the above Scope of Work for a fee of \$ 99,600. All work will be performed in accordance with our General Terms and Conditions, attached.

The table below represents the estimated costs for each task as described above:

Task 1: Project Management and Teleconference	\$ 4,500
Task 2: Site-Specific Health and Safety Plan	\$ 700
Task 3: Initial Site Reconnaissance/Utility Clearance, Site Clearing, and File Review	\$ 9,900
Task 4: Subsurface Investigation	\$ 39,500
Task 5: Phase II ESA Report and Method 3 Risk Characterization	\$ 21,000
Task 6: Supplemental Sampling Activities	\$ 24,000
Total	\$ 99,600

ASSUMPTIONS / EXCLUSIONS

- 1. Assumes field work will be conducted before or after ground frost.
- 2. Task 4 assumes four (4) days of drilling and one (1) day of concrete coring.
- 3. Two (2) Weston & Sampson personnel will be required for safety reasons for all Site activities.
- 4. A Method 3 Risk Characterization will be performed in accordance with the MCP.
- 5. No hazardous building materials survey will be conducted (e.g., asbestos, lead paint, etc.)
- 6. Costs do not include any associated regulatory submittals, notifications, permits, fees, remediation expenses, disposal costs, or additional assessment activities, other than those defined above in Task 5.
- 7. The City will provide Weston & Sampson and its subcontractors access to the properties for the purposes of conducting the subsurface assessment activities described above.
- 8. Restoration of the area, beyond backfilling, is not included in our scope.
- 9. Work will be completed during standard work hours (i.e., weekdays, between 7 am and 5 pm).
- 10. Our field personnel and subcontractors can perform the work safely in OSHA Level D protection.
- 11. Traffic control and police detail will not be required.
- Total cost of subcontractor fees (driller, excavator, and lab) approximately \$42,900.



If this proposal is acceptable to you, please sign the Notice to Proceed below and the attached Contract, and email to the undersigned at naslasg@wseinc.com. If you have any questions or concerns, please do not hesitate to contact us.

Very truly yours,

WESTON & SAMPSON ENGINEERS, INC.

Joseph R. Spencer, CHMM Senior Project Environmental Scientist George D. Naslas, PG, LSP Vice President

Veringe Q. Daslar

Attachment: Terms and Conditions

NOTICE TO PROCEED

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WESTON & SAMPSON GENERAL TERMS AND CONDITIONS

- It is understood that the Proposal attached hereto and dated October 20, 2021, is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON ENGINEERS, INC.
- Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. If the OWNER fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement therefor, WESTON & SAMPSON may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the OWNER because of such suspension of services.
- WESTON & SAMPSON will serve as the 3. professional representative of the OWNER as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the OWNER in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, professional qualifications and judgment. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. WESTON & SAMPSON makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related
- Agreement. Notwithstanding any other provision of these General Terms and Conditions, otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate, of WESTON & SAMPSON and their officers, directors, employees, agents, independent professional associates, and any of them, to OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON's services, the project, or Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty WESTON & SAMPSON or WESTON SAMPSON's officers, directors, employees, agents or independent professional associates, or any of them, and any causes arising from or related to the COVID-19 pandemic, shall not exceed the greater of \$50,000 or the total compensation received by WESTON & SAMPSON hereunder and OWNER hereby releases WESTON & SAMPSON from any liability above such amount. WESTON & SAMPSON shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.
- 4. Where the Services include subsurface exploration, the OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.
- 5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste or viruses, including COVID-19, in any form at the project site. Accordingly, the OWNER agrees to assert no claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty,

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indemnity or other alleged obligation of WESTON & SAMPSON or its consultants, and arises out of or in connection with the detection, assessment, abatement. identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site identified in the Proposal. OWNER shall defend, indemnify and hold harmless WESTON & SAMPSON, its principals, agents, employees, and consultants and each of them, harmless from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by OWNER or any other person or entity. WESTON & SAMPSON shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the project site or exposure of any parties to the COVID-19 virus.

- S. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to OWNER reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided OWNER reimburses the premiums for additional insurance.
- 7. As a part of this Agreement, OWNER without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:
 - a. Designate in writing a person to act as OWNER'S representative with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.
 - Through its officials and other employees who have knowledge of pertinent conditions, confer with WESTON & SAMPSON regarding both

- general and special considerations relating to the Project.
- c. Assist WESTON & SAMPSON by placing at the disposal of WESTON & SAMPSON, all available information pertinent to the Project including previous reports and other data relative to design or construction of Project.
- d. Furnish or cause to be furnished to WESTON & SAMPSON all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, OWNER will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by WESTON & SAMPSON for proper performance of its services.
- e. WESTON & SAMPSON shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS and CONTRACTORS and information from public records, without the need for independent verification.
- f. Pay for all application and permit fees associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- g. Arrange for and make all provisions for WESTON & SAMPSON and its agents to enter upon public and private lands as required for WESTON & SAMPSON to perform its work under this Agreement.
- h. Furnish WESTON & SAMPSON with all necessary topographic, property, boundary and right-of-way maps.
- Cooperate with and assist WESTON & SAMPSON in all additional work that is mutually agreed upon.
- j. Pay WESTON & SAMPSON for work performed in accordance with terms specified herein.

- The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the Project is suspended or abandoned in whole or in part for more than three (3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three WESTON SAMPSON'S months. & compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination, together with other direct costs then due, including WESTON & SAMPSON's independent consultants, and for the services necessary to affect termination.
- 9. The OWNER and WESTON & SAMPSON waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The OWNER and WESTON & SAMPSON shall each require similar waivers from their contractors, consultants and agents.
- 10. All Drawings, diagrams, plans, specifications, calculations, processes, reports, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the property of WESTON & SAMPSON, and shall remain the sole and exclusive property of WESTON & SAMPSON whether the project for which they are made is executed or not. The OWNER shall not have or acquire any title to or ownership rights in any of the documents or information prepared by WESTON & SAMPSON. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific purpose intended will be at OWNER'S sole risk and without liability or legal

- exposure to WESTON & SAMPSON or to WESTON & SAMPSON's independent consultants, and OWNER shall indemnify and hold harmless WESTON & SAMPSON and WESTON & SAMPSON's independent consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be agreed upon by OWNER and WESTON & SAMPSON.
- 11. The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between WESTON & SAMPSON and the OWNER arising out of the interpretation and performance of this Agreement.
- 12. WESTON & SAMPSON and the OWNER agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings. The parties may engage in remote mediation if in-person mediation is not possible or practicable die to the COVID-19 pandemic, or if mutually agreed upon between the parties.
- 13. WESTON & SAMPSON shall not be required to sign any documents, no matter by who requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- 14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against WESTON & SAMPSON because of this Agreement or WESTON & SAMPSON'S performance of services hereunder.
- 15. Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.

- 16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in OWNER'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON & SAMPSON. SAMPSON'S WESTON & acknowledgement of receipt of any purchase order, requisition, notice or authorization, or WESTON & SAMPSON'S performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.
- 17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
- 18. If delays or failures of performance of WESTON & SAMPSON are caused by occurrences beyond the reasonable control of WESTON & SAMPSON, WESTON & SAMPSON shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by WESTON & SAMPSON, or any other causes which are beyond the reasonable control of WESTON & SAMPSON. WESTON & SAMPSON's scheduled completion date shall be adjusted to account for any force majeure delay and WESTON & SAMPSON shall be compensated for all costs incurred in connection with or arising from a force

majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

Approved by:		
	OWNER Name	
-	Signature	Date
	Printed Name and Title	

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City of Springfield, MA Brownfields Assessment Project Narrative:

The following historical information and site background characterization was taken from EPA's 2015 Removal Program After Action Report for cleanup at the Pinevale site:

<u>Site History/Previous Actions:</u>

In 1874, Chapman Valve Manufacturing Company (Chapman) moved from Boston to Springfield at the current site location. Chapman was one of the world's largest manufacturers of valves, especially for fire hydrants.

In 1948, Brookhaven Laboratory contracted Chapman to manufacture uranium metal. The work was associated with government defense-related projects conducted under the Manhattan Engineer District (MED) and the Atomic Energy Commission (AEC). Upon termination of the contract, the MED and AEC decontaminated the Site in accordance with the standards and survey methods in use at the time. In 2004, U.S. Department of Energy (DOE) issued a Certification of Radiological Condition for the site. The certification provided assurance that reasonably foreseeable future use of the site would not result in radiological exposure above current DOE radiological criteria and standards for protecting members of the general public and occupants of the property.

In 1959, Crane Company (Crane Co.) purchased Chapman. Crane Co. continued valve manufacturing operations on site. Crane Co. ceased all on-site operations in the 1980s, and sold all but 16 acres to various parties. Prior to 1996, Crane demolished the original 12 factory buildings, leaving only the slab foundations on site.

In October 2003, ATC Associates of West Springfield, on behalf of the Crane Company, prepared a Post-Audit Completion Statement and Addendum Risk Characterization Report demonstrating that a level of No Significant Risk had been achieved on the site, and a Class A-2 Response Action Outcome(RAO) Statement was appropriate.

In December 2003, Crane Co. sold the site to Indian Orchard Property Consultants, LLC (IOPC). In October 2005, Goodwin Realty, LLC (Goodwin) purchased the Site from IOPC.

In 2006, O'Reilly, Talbot & Okun (OTO) conducted environmental sampling on behalf of Westmass Area Development Corporation and discovered soil contamination on the property. Elevated levels of lead, arsenic, polychlorinated biphenyls (PCBs), and petroleum hydrocarbons were detected below the floor slabs of some of the former buildings. In February 2009, after the contamination had been addressed by Goodwin, WGF Geoconsultants of Wilbraham, MA, published a Release Abatement Measure (RAM) Completion Report, on behalf of Goodwin. Activities covered in this report were a summary of results from the soil-boring program implemented on site; the subsequent excavation of impacted soils in June 2007 and March 2008; and the transport and disposal of approximately 161 tons of this contaminated soil.

In 2010, the City of Springfield contracted OTO to conduct an asbestos assessment at the site. OTO estimated that approximately 30,000 cubic yards of debris with asbestos-containing material (ACM) concentrations as high as 40% were present on the property. In September 2010, MA DEP sent a

notification letter to Goodwin regarding MA DEP's intent to assess a Unilateral Administrative Order against Goodwin Realty, LLC for conducting a RAM on site without approval.

In March 2011, MA DEP requested assistance from the EPA Region I Emergency Planning and Response Branch (EPRB) to investigate the Site and determine the extent of ACM contamination in on site soil and debris piles. The initial investigation consisted of a Preliminary Assessment/Site investigation (PA/SI) that included reviewing existing data in the site file and conducting sampling using the Framework for Investigating Asbestos-Contaminated Superfund Sites (OSWER Directive 9200.0-68 September 2008). The PA/SI results confirmed the presence of ACM in several debris piles (maximum 20% asbestos) located in the central portion of the site, and trace levels of asbestos fibers (less than 1%) in surface soils at three isolated locations on site. Observations made during the PA/SI indicated that the site was abandoned consisted mainly of 12 building slab foundations, open trenches, monitoring wells, various piles of debris (some of which contain ACM), overgrown vegetation, and scattered tress. An entombed tunnel running north-south under the site contains debris and ACM. Evidence of trespassing was observed as indicated by breaches in the perimeter fence and household waste dumping. Air monitoring indicated no levels above background. The City of Springfield completed repairs to the fence surrounding the property in 2014. Data summary tables and analytical data for the 2011 PA/SI sampling events can be found in a separate report, entitled Removal Program Preliminary Assessment/Site Investigation Report for the Former Chapman Valve/Crane Company, Springfield, Hampden County, Massachusetts, dated August 2012.

In May of 2013, the City of Springfield acquired the property through a municipal tax-taking process. The City of Springfield is the current owner of the property.

In October of 2015 roughly 1000 tons of ACM were removed from the site and disposed of via an EPA Emergency Response Actions.

Plans for the Property:

The City of Springfield aims to offer up this property of significant acreage for redevelopment. This will be accomplished by publishing a public request for proposals and will result in a committee that chooses the best reuse preproposal based upon criteria ranking. A proposed use is not currently identified; however the City has been approached by Wellspring Cooperative as a potential party. This is the last brownfield's parcel in the former Chapman Valve site that hasn't yet been fully remediated and subsequently redeveloped. We seek to build upon the success of the solar farm to the south and the Wellspring greenhouse facility to the north.

Environmental Work to be Performed:

Highlights of past cleanup work at the site include demolition of buildings, soil remediation and asbestos remediation. Although significant amounts of cleanup activities has occurred to date, more information is required to get this site ready for redevelopment. A Phase II Environmental Site Assessment will be performed and a report/reuse analysis will be the deliverable. This work is described in detail in the Scope of Services section of the application.

Listing of Environmental Reports*:

- U.S. ENVIRONMENTAL PROTECTION AGENCY POLLUTION/SITUATION REPORT Former Chapman Valve Site Removal Polrep Final Removal Polrep, Sept. 2015
- Environmental Site Assessment; O'Reilly Talbot & Okun; April 23, 2010
- Asbestos Assessment: O'Reilly Talbut & Okun; 2010
- Release Abatement Measure (RAM) Completion Report; WGF Geoconsultants of Wilbraham, MA; Feb. 20, 2009
- Removal Program After Action Report; EPA; October 2015
- Unilateral Administrative Order; MA DEP; Sept. 30, 2015
- Building Demolition and Abatement of Hazardous Materials; Weston and Sampson; June 2007

Licensed Site Professional Information:

George D. Naslas, PG, LSP Vice President Weston & Sampson 55 Walkers Brook Drive, Suite 100 Reading, MA 01867 LSP # 6524

Scope of Services:

The scope of services will be submitted as a separate attachment

Release Tracking Numbers for Site:

The site is regulated under the MCP and listed by MA DEP as RTN 1-170.

Current Assessed Value:

The land at the Pinevale site is currently assessed at \$845,600. There are no buildings on this site.

Project Development Schedule:

Currently the project only includes work to perform a Phase II Environmental Site Assessment in the effort to gather more information and push this site closer to a potential developer. The timeline for these services can be found in detail in the Scop of Services attached to this application.

^{*}All reports will be uploaded to a thumb drive and sent via USPS

Site Photograph:



260 Goodwin St

Site Photo for Pinevale Brownfields Site



Image capture: Sep 2019 © 2021 Google

Springfield, Massachusetts

Google

Street View - Sep 2019

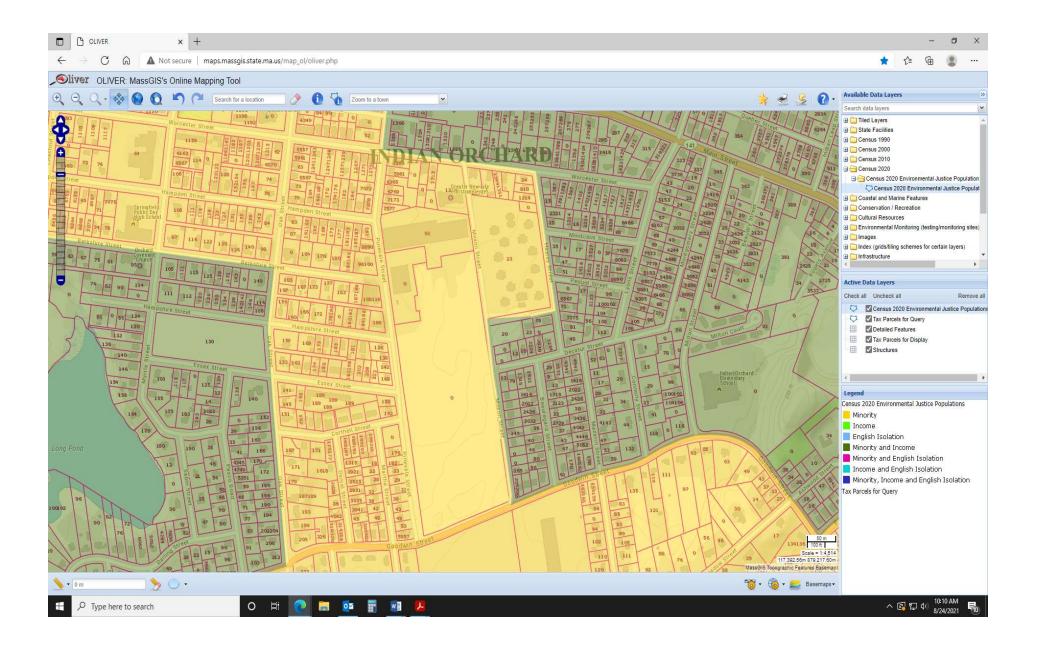


Aerial/locus and Environmental Justice Maps (attached separately)

Evidence of Site Control:

The City of Springfield retains full ownership of the parcel. It was acquired through the tax title program in 2013. The property card information is attached to this application. The City of Springfield acknowledges that a copy of any reports generated by the LSP will be submitted to the Massachusetts Department of Environmental Protection.

City of Springfield, MA
Office of Planning and Economic Development
70 Tapley Street
(413) 787-6020



COMMERCIAL PROPERTY RECORD CARD

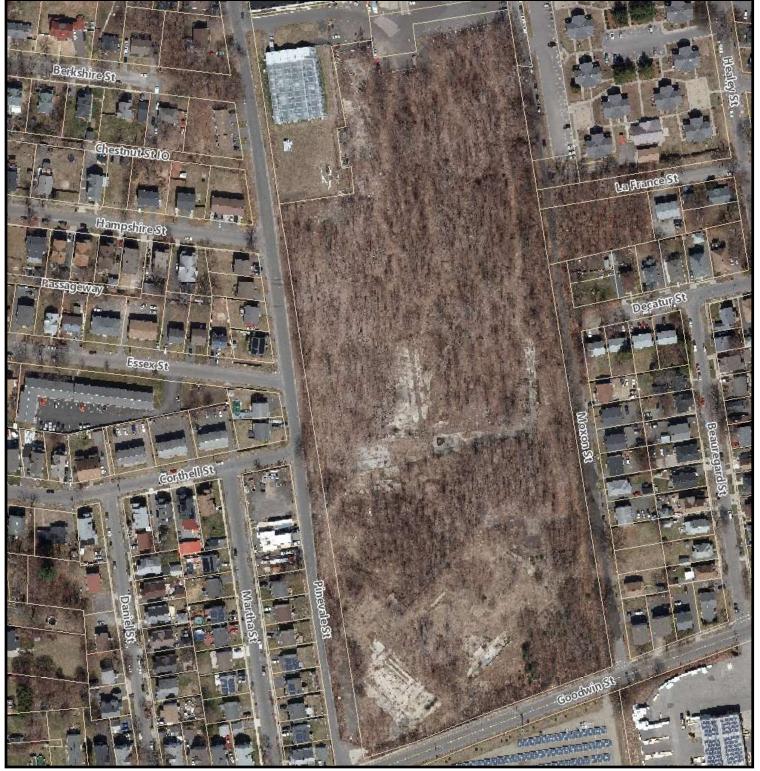
1989-06-07 365,000 LAND+BLDG COURT 07188/0017

ORDER/DECREE

CITY OF SPRINGFIELD

GOLDMAN, DANA M., TRUSTEE

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Assessed Owner								Genera	al Information	
SPRINGFIELD CI 36 COURT ST SPRINGFIELD M							Living Units Neighborhoo Alternate: Zoning: Class:			
Photo								I	Diagram	
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Total Acres: 15.9	1346						-			
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					Sa	les/Owner	ship History			
Transfer Date II		0	Type LAND ONLY	Validity TO/FRO GOVERN		Deed Re		e E FORECLOSURE	Grantee SPRINGFIELD CITY	OF
2005-10-06		0	LAND + BLDG	TRANSF		15392/0	515		GOODWIN REALTY	LLC
100										



Pinevale_Aerial

8/24/2021 10:19:45 AM

Scale: 1"=200'

Scale is approximate





GIS information is provided on these Web Pages as a public resource for general information purposes only. It is used to locate, identify and inventory parcels of land in the City of Springfield for general purposes only and is NOT to be construed or used as a "legal description." Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against the City of Springfield that may arise from the use of this data. Information provided on these Web Pages should be verified with the appropriate City department, and reviewed and approved by an attorney or other qualified professional prior to its use for any purpose with potential legal consequences.