



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

CHARLES D. BAKER
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 DIRECTOR

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

Department of Labor Standards, Petitioner)	
)	
v.)	Docket No. AB-19-0098
)	
Maynard Public Schools, Green Meadow School Respondents)	
)	
)	
)	

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 Green Meadow School is a public school in Maynard, Massachusetts administered under the authority of the Maynard Public Schools, the LEA ultimately responsible for ensuring 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 and observed several Violations of AHERA;

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

1. **Green Meadow AB-19-0098** in the amount of Forty Two Thousand Five Hundred Dollars (\$42,500.00)

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 Forty Two Thousand Five Hundred Dollars (\$42,500.00) 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 Green Meadow School. 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. Respondents will provide DLS with all paid receipts for any and all repairs, inspections and approvals for the Green Meadow School completed on or by **September 1st 2019**.

5. Respondent and DLS agree that the Respondents did not show specific intent in this incident as indicated in Civil Citation AB-19-0098.

6. 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.

7. This agreement constitutes the entire agreement between the parties hereto with regard to this matter, **AB-19-0098** (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: Robert Geradi
Robert Geradi, Superintendent/Receiver and
Duly Authorized Representative
Of Maynard Public Schools
3R Tiger Drive
Maynard, MA 01754

Date: 3/28/2019

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

Date: 4/5/19