



**Town of Sturbridge
Conservation Commission
Abbreviated Notice of Resource Area Delineation
Application Coversheet/Checklist**

Fill all white cells completely

Date 6/16/2022

Parcel		Applicant name	Interstate Towing Inc.
Address	698 Main Street	Address	1660 Westover Road, Chicopee, MA 01020
Assessors		Email	jeremy@interstatetowing.com
Map/Plat	415-02343-698	Phone	(413) 626-4444
Book & Page	05396 - 141		
Owner name	MA Electric Co.	Representative	EBT Environmental Consultants, Inc.
Address	40 Sylvan Road, Waltham, MA 02451	Address	601 Main Street, North Oxford, MA 01537
Email		Email	glenn.krevosky@charter.net
Phone		Phone	(508) 769-3659

Resource Area	BVW	Feet Delineated	1,340
Resource Area		Feet Delineated	
Resource Area		Feet Delineated	
Resource Area		Feet Delineated	

Components of a Complete ANRAD

State Form: WPA Form 4A	Included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Plan	Included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proof of Mailing to DEP	Included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Delineation Supporting Materials	Included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
TOPO Map identifying locus with scale	Included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Natural Heritage Map with WH, PH, & VP data	Included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Tax Form	Included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fees	
★ DEP Fee Transmittal form	Included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
★ Town portion of state filing fee	Included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
★ Sturbridge local filing fee \$ 100.00	Included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Abutter Information	
★ Certified abutters list (within 200')	Included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
★ Abutter notification form	Included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
★ Affidavit & proof -- bring to hearing	<i>Present them at the hearing</i>
Other Attachments, e.g.	See attached C. Additional Information
Confirmation of submission to NHESP	Included? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable

C. Additional Information - ANRAD

Project Location: 698 Main Street, Sturbridge

Applicant: Interstate Towing, Inc.

- 1A. Existing Conditions Plan: prepared for Interstate Towing, Inc. by Thompson-Liston Associates, Inc., dated 6/15/2022
- 2A. USGS National Map, dated 2021
- 3A. Sturbridge GIS Mapping, dated 6/2/2022
- 4A. Fee Transmittal Form, Local Filing Fee Sheet & Check Copies
- 5A. Town of Sturbridge Abutters' List, dated 4/28/2022
- 6A. Abutters Notification, dated 6/16/2022
- 7A. Affidavit of Service, dated 6/16/2022
- 8A. Tax Department Sign-Off, dated 4/25/2022
- 9A. P&S Agreement, dated 4/27/2022
- 10A MA DEP BVW Data Forms, dated 4/11/2021
- 11A. MassMapper with Layers, dated 6/20/2022



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
**WPA Form 4A – Abbreviated Notice of
Resource Area Delineation**
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File Number

Document Transaction Number

Sturbridge
City/Town

A. General Information

1. Project Location (**Note:** electronic filers will click on button for GIS locator):

698 Main Street

a. Street Address

Fiskdale

b. City/Town

01518

c. Zip Code

Latitude and Longitude:

42.113185

d. Latitude

-72.128903

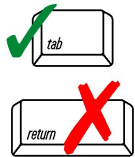
e. Longitude

Parcel ID: 415-02343-698

f. Assessors Map/Plat Number

g. Parcel /Lot Number

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



2. Applicant:

a. First Name

b. Last Name

Interstate Towing Inc.

c. Organization

1660 Westover Road

d. Mailing Address

Chicopee

e. City/Town

MA

f. State

01020

g. Zip Code

(413) 626-4444

h. Phone Number

i. Fax Number

jeremy@interstatetowing.com

j. Email Address

3. Property owner (if different from applicant):

☐ Check if more than one owner (attach additional sheet with names and contact information)

a. First Name

b. Last Name

MA Electric Co.

c. Organization

40 Sylvan Road

d. Mailing Address

Waltham

e. City/Town

MA

f. State

02451

g. Zip Code

h. Phone Number

i. Fax Number

j. Email Address

Note: Before completing this form consult your local Conservation Commission regarding any municipal bylaw or ordinance.

4. Representative (if any):

Glenn

a. Contact Person First Name

Krevosky

b. Contact Person Last Name

EBT Environmental Consultants, Inc.

c. Organization

601 Main Street

d. Mailing Address

North Oxford

e. City/Town

MA

f. State

01537

g. Zip Code

(508) 769-3659

h. Phone Number

i. Fax Number

glenn.krevosky@charter.net

j. Email Address

Fees will be calculated for online users.

5. Total WPA Fee Paid (from attached ANRAD Wetland Fee Transmittal Form):

\$2,000.00 (\$100.00 bylaw)

a. Total Fee Paid

\$987.50

b. State Fee Paid

\$1,012.50 (\$100.00 bylaw)

c. City/Town Fee Paid



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
**WPA Form 4A – Abbreviated Notice of
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Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

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City/Town

B. Area(s) Delineated

1. Bordering Vegetated Wetland (BVW) 1,340
Linear Feet of Boundary Delineated
2. Check all methods used to delineate the Bordering Vegetated Wetland (BVW) boundary:
 - a. ☒ MassDEP BVW Field Data Form (attached)
 - b. ☐ Other Methods for Determining the BVW boundary (attach documentation):
 1. ☐ 50% or more wetland indicator plants
 2. ☐ Saturated/inundated conditions exist
 3. ☐ Groundwater indicators
 4. ☐ Direct observation
 5. ☐ Hydric soil indicators
 6. ☐ Credible evidence of conditions prior to disturbance
3. Indicate any other resource area boundaries that are delineated:

<p>_____ a. Resource Area</p>	<p>_____ b. Linear Feet Delineated</p>
<p>_____ c. Resource Area</p>	<p>_____ d. Linear Feet Delineated</p>

C. Additional Information

Applicants must include the following plans with this Abbreviated Notice of Resource Area Delineation. See instructions for details. **Online Users:** Attach the Document Transaction Number (provided on your receipt page) for any of the following information you submit to the Department.

1. ☒ ANRAD (Delineation Plans only)
2. ☒ USGS or other map of the area (along with a narrative description, if necessary) containing sufficient information for the Conservation Commission and the Department to locate the site. (Electronic filers may omit this item.)
3. ☒ Plans identifying the boundaries of the Bordering Vegetated Wetlands (BVW) (and/or other resource areas, if applicable).
4. ☒ List the titles and final revision dates for all plans and other materials submitted with this Abbreviated Notice of Resource Area Delineation.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
**WPA Form 4A – Abbreviated Notice of
Resource Area Delineation**
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File Number

Document Transaction Number

Sturbridge
City/Town

D. Fees

The fees for work proposed under each Abbreviated Notice of Resource Area Delineation must be calculated and submitted to the Conservation Commission and the Department (see Instructions and Wetland Fee Transmittal Form).

1. ☐ Fee Exempt: No filing fee shall be assessed for projects of any city, town, county, or district of the Commonwealth, federally recognized Indian tribe housing authority, municipal housing authority, or the Massachusetts Bay Transportation Authority.

Applicants must submit the following information (in addition to the attached Wetland Fee Transmittal Form) to confirm fee payment:

13031 (1142 bylaw)

2. Municipal Check Number

13030

4. State Check Number

Interstate Towing, Inc. & EBT Environmental
Consultants, Inc.

6/2/2022 (6/17/2022 bylaw)

3. Check date

6/2/2022

5. Check date

7. Payor name on check: Last Name



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

**WPA Form 4A – Abbreviated Notice of
Resource Area Delineation**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File Number

Document Transaction Number

Sturbridge

City/Town

E. Signatures

I certify under the penalties of perjury that the foregoing Abbreviated Notice of Resource Area Delineation and accompanying plans, documents, and supporting data are true and complete to the best of my knowledge. I understand that the Conservation Commission will place notification of this Notice in a local newspaper at the expense of the applicant in accordance with the wetlands regulations, 310 CMR 10.05(5)(a).

I further certify under penalties of perjury that all abutters were notified of this application, pursuant to the requirements of M.G.L. c. 131, § 40. Notice must be made in writing by hand delivery or certified mail (return receipt requested) to all abutters within 100 feet of the property line of the project location.

I hereby grant permission, to the Agent or member of the Conservation Commission and the Department of Environmental Protection, to enter and inspect the area subject to this Notice at reasonable hours to evaluate the wetland resource boundaries subject to this Notice, and to require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.

I acknowledge that failure to comply with these certification requirements is grounds for the Conservation Commission or the Department to take enforcement action.

1. Signature of Applicant

6/16/2022

2. Date

See attached P&S Agreement

3. Signature of Property Owner (if different)

4. Date

5. Signature of Representative (if any)

6/16/2022

6. Date

For Conservation Commission:

Two copies of the completed Abbreviated Notice of Resource Area Delineation (Form 4A), including supporting plans and documents; two copies of the ANRAD Wetland Fee Transmittal Form; and the city/town fee payment must be sent to the Conservation Commission by certified mail or hand delivery.

For MassDEP:

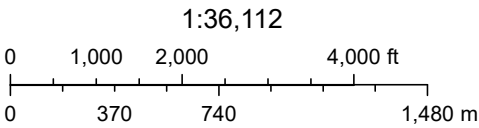
One copy of the completed Abbreviated Notice of Resource Area Delineation (Form 4A), including supporting plans and documents; one copy of the ANRAD Wetland Fee Transmittal Form; and a copy of the state fee payment must be sent to the MassDEP Regional Office (see Instructions) by certified mail or hand delivery. (E-filers may submit these electronically.)

The original and copies must be sent simultaneously. Failure by the applicant to send copies in a timely manner may result in dismissal of the Notice of Intent.

698 Main Street, Sturbridge

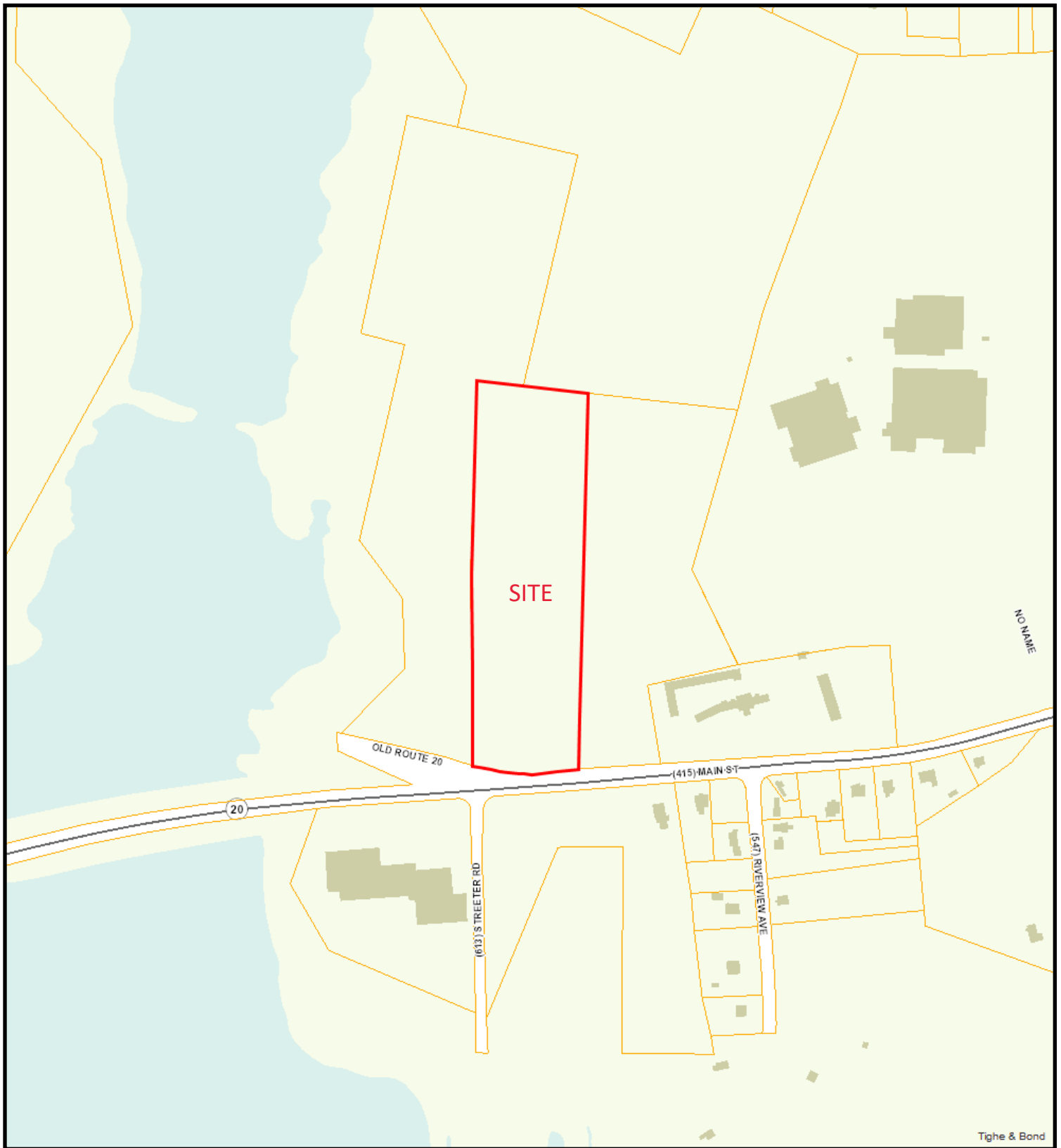


6/17/2022, 10:18:26 AM



USGS The National Map: National Boundaries Dataset, 3I Program, Geographic Names Information System, National Dataset, National Land Cover Database, National Structures National Transportation Dataset; USGS Global Ecosystems; Bureau TIGER/Line data; USFS Road Data; Natural Earth

2A



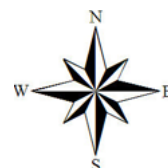
698 Main Street

6/2/2022 1:37:41 PM

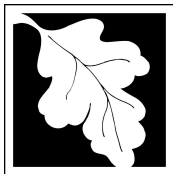
Scale: 1"=400'

Scale is approximate

The information depicted on this map is for planning purposes only.
It is not adequate for legal boundary definition, regulatory
interpretation, or parcel-level analyses.



3A



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
ANRAD Wetland Fee Transmittal Form
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



A. Applicant Information

1. Location of Project:

698 Main Street

a. Street Address

Fiskdale

b. City/Town

\$987.50 (\$1,012.50 municipal & \$100.00 bylaw)

c. Fee amount

13030 (13031 municipal & 1142 bylaw)

d. Check number

2. Applicant:

a. First Name

b. Last Name

Interstate Towing, Inc.

c. Company

1660 Westover Road

d. Mailing Address

Chicopee

MA

01020

e. City/Town

f. State

g. Zip Code

(413) 626-4444

h. Phone Number

3. Property Owner (if different):

a. First Name

b. Last Name

MA Electric Co.

c. Company

40 Sylvan Road

d. Mailing Address

Waltham

MA

02451

e. City/Town

f. State

g. Zip Code

h. Phone Number

B. Fees

The fee is calculated as follows for each Resource Area Delineation included in the ANRAD (check applicable project type). The maximum fee for each ANRAD, regardless of the number of Resource Area Delineations, is \$200 activities associated with a single-family house and \$2,000 for any other activity.

Bordering Vegetated Wetland Delineation Fee:

1. ☐ single family house project

a. feet of BVW

x \$2.00 =

b. Fee for BVW

2. ☒ all other projects

1,340

2,680

\$2,000

a. feet of BVW

x \$2.00 =

b. Fee for BVW

Other Resource Area (e.g., bank, riverfront area, etc.):

3. ☐ single family house project

a. linear feet

x \$2.00 =

b. Fee

4. ☐ all other projects

a. linear feet

x \$2.00 =

b. Fee

Total Fee for all Resource Areas:

\$2,000.00

Fee

State share of filing fee:

\$987.50

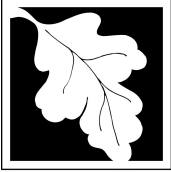
5. 1/2 of total fee **less** \$12.50

City/Town share of filing fee:

\$1,012.50

6. 1/2 of total fee **plus** \$12.50

☐ **Online users:** check box if fee exempt.



Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

ANRAD Wetland Fee Transmittal Form

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

C. Submittal Requirements

- a.) Send a copy of this form, with a check or money order for the state share of the fee, payable to the Commonwealth of Massachusetts, to:

Department of Environmental Protection
Box 4062
Boston, MA 02211

- b.) **To the Conservation Commission:** Send the Abbreviated Notice of Resource Area Delineation; a **copy** of this form; and the city/town fee payment.
- c.) **To DEP Regional Office:** Send one copy of the Abbreviated Notice of Resource Area Delineation (and any additional documentation required as part of a Simplified Review Buffer Zone Project); a **copy** of this form; and a **copy** of the state fee payment. (E-filers of Notices of Intent may submit these electronically.)

STURBRIDGE WETLANDS PROTECTION BY-LAW AND REGULATIONS

WETLANDS FILING FEE CALCULATION WORKSHEET

Application Type	Qty	Town Filing Fee	TOTAL
Notice of Intent (NOI):			
Residential – Single Family:			
Accessory (Deck, Shed, Pool Septic)	<input type="text"/>	\$150	<input type="text"/>
Shoreline Work	<input type="text"/>	\$150	<input type="text"/>
New Construction	<input type="text"/>	\$300	<input type="text"/>
Residential – Other:			
Subdivision/Multi-Unit	<input type="text"/>	\$750	<input type="text"/>
Commercial/Industrial:			
New	<input type="text"/>	\$1500	<input type="text"/>
Redevelopment	<input type="text"/>	\$1000	<input type="text"/>
Limited Project (as defined in SWB & WPA)	<input type="text"/>	Equal to full WPA fee	<input type="text"/>
Alterations – located within Riverfront Area	<input type="text"/>	Additional 50% of Fee	<input type="text"/>
Application filed after Enforcement Order		Double the Municipal fee	<input type="text"/>
Request for Amended Order of Conditions	<input type="text"/>	50% of initial fee	<input type="text"/>
Request for Determination of Applicability (RDA):			
No Wetland Boundary Confirmation Residential:	<input type="text"/>	\$100	<input type="text"/>
No Wetland Boundary Confirmation All Other:	<input type="text"/>	\$200	<input type="text"/>
For Wetland Boundary Confirmation File ANRAD or NOI			
Abbreviated Notice of Resource Area Delineation (ANRAD):			
Residential – Single Family:	<input type="text" value="1"/>	\$100	<input type="text" value="\$100.00"/>
All Other:			
Base Review	<input type="text"/>	\$300	<input type="text"/>
Resource Area Boundary			

Certificate of Compliance (COC):			
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Residential:

Single Family	<input type="checkbox"/>	\$50	<input type="text"/>
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Subdivision or Multi-Unit	<input type="checkbox"/>	\$150	<input type="text"/>
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Commercial or Industrial:	<input type="checkbox"/>	\$150	<input type="text"/>
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If Order of Conditions has Expired	<input type="checkbox"/>	Add an additional \$150	<input type="text"/>
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OOC Extension Request	<input type="checkbox"/>	\$50	<input type="text"/>
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Emergency Certification	<input type="checkbox"/>	\$50	<input type="text"/>
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(NOI may be required to be filed following issuance of Emergency Cert)

Local Bylaw Fee (includes Town Filing Fee)	\$ <input type="text" value="100.00"/>
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State Filing Fee (from DEP Wetland Transmittal Form)	\$ <input type="text" value="987.50"/>
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<u>Total Payable to "Town of STURBRIDGE"</u>	\$ <input type="text" value="1,012.50"/>
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*Additional Consultant Fee may be required for reasons which may include:

- Significant amount of wetland impact;
- Extensive resource areas on a site;
- Lack of information supplied;
- Incomplete plans, reports, forms submitted;
- Supplemental information submitted.



Town of Sturbridge

Conservation Commission

Notification to Abutters

under the MA Wetlands Protection Act and the Town of Sturbridge Wetland Bylaw Regulations
(certificates of mailing, certified mail, or hand-delivery with abutter signature required as proof of notification)

In accordance with the second paragraph of Massachusetts General Laws, Chapter 131, § 40, as well as the Town of Sturbridge Wetland Bylaws, you are hereby notified of the following permit application for work within a wetland resource area and/or within the 200-foot buffer zone to a resource area:

- A. The name of the Applicant is Interstate Towing Inc.
- B. The Applicant has filed an Abbreviated Notice of Resource Area Delineation (ANRAD) with the Sturbridge Conservation Commission.
- C. The address or location of the lot where the activity is proposed is 698 Main Street, Sturbridge.
- D. The applicant is requesting the Sturbridge Conservation Commission review and issue an Order of Resource Area Delineation on 1,340 linear feet of delineated bordering vegetated wetland.
- E. Copies of the ANRAD may be obtained or examined by calling Glenn E. Krevosky of EBT Environmental Consultants, Inc., 601 Main Street, North Oxford, MA 01537 at (508)987-0979 between the hours of 9:00 am and 3:30 pm, Monday through Friday.
- F. Copies of the application may be examined at the Sturbridge Conservation Department, 301 Main Street, Sturbridge, MA. Times are available by appointment. Please call (508) 347-2506 for availability.

The Public Hearing for this application will be held in the Center Office Building, 301 Main Street, 2nd Floor on **July 14th at 6:00pm.**

Please note that while an option for remote attendance and/or participation is being provided to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly. Members of the public who wish to participate remotely may listen and or watch the meeting may do so either online via the Town's on demand video broadcast, on cable television on channel 191, or dial into the meeting at 774-304-1455, enter 1428# for the meeting number and 12345 for the access code. (This phone number is only active for the public during public meetings). Specific information and the general guidelines for remote participation can be found on the Town's website at:

<https://www.sturbridge.gov/town-administrator/pages/how-access-virtual-meeting>

PLEASE NOTE: Notice of this Public Hearing will be published as follows:

- In The Southbridge Evening News at least five days in advance of the hearing
- In the Town Hall at the Town Clerks office, not less than 48 hours in advance of the hearing
- On the Town's Meeting Calendar not less than 48 hours in advance of the hearing (www.town.sturbridge.ma.us)
- On the Conservation Commission webpage not less than 48 hours in advance of the hearing

You may contact the Sturbridge Conservation Commission Office (508) 347-2506 or the Department of Environmental Protection Central Regional Office at 508-792-7650 with questions in regard to the Abbreviated Notice of Resource Area Delineation application process or the Wetlands Protection Act.

Town Hall
308 Main Street
Sturbridge, MA 01566

508-347-2506
(f) 508-347-5886

The Town of Sturbridge is an Equal Opportunity Organization

AFFIDAVIT OF SERVICE

UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT AND TOWN OF STURBRIDGE WETLAND PROTECTION BYLAW

(To be submitted to the Massachusetts Department of Environmental Protection & the Conservation Commission when filing an Abbreviated Notice of Resource Area Delineation)

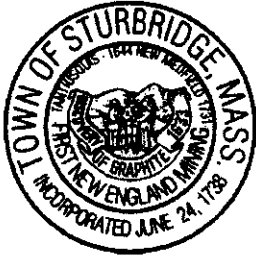
I, Glenn E. Krevosky, hereby certify under the pains and penalties of perjury that on June 21, 2022, I gave notification to abutters within 200 feet of the proposed project in compliance with the second paragraph of the Massachusetts General Laws, Chapter 131, Section 40 and the DEP Guide to Abutter Notification, dated April 8, 1994, in connection with the following matter:

An Abbreviated Notice of Resource Area Delineation filed under the Massachusetts Wetlands Protection Act and The Town of Sturbridge Wetland Protection Bylaw by EBT Environmental Consultants, Inc., 601 Main Street, North Oxford, MA 01537, with the Sturbridge Conservation Commission on June 21, 2022 for a property located at, 698 Main Street, Sturbridge.

The form of the notification and the list of the abutters to whom it was given and their addresses are attached to this Affidavit of Service.

Glenn E. Krevosky
Signature

6-21-2022
Date



Town of Sturbridge

Barbara A. Barry, Finance Director

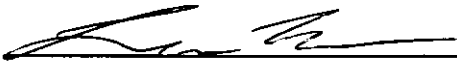
Department/Board/Committee: Conservation Commission

Please verify outstanding tax/fee status for the following property owner:

Property Owner: Mass Electric Co.

Property Location: 698 Main Street

- ☒ The license/permit may be released.
- ☐ The license/permit may not be released.

For the 
Finance Director

04/25/2022
Date

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) made as of this 27th day of April, 2022 by and between **MASSACHUSETTS ELECTRIC COMPANY**, a Massachusetts corporation, having an address of 40 Sylvan Road, Waltham, Massachusetts 02451 (the “Seller”), and **WRECKER, LLC**, a Massachusetts limited liability company, having an address of 1660 Westover Road, Chicopee, Massachusetts 01020 (the “Buyer”).

W I T N E S S E T H

For and in consideration of the mutual agreements herein contained and the consideration herein expressed, Buyer and Seller agree as follows:

1. Description and Sale of Property. Subject to and upon the terms and conditions hereinafter expressed, Seller agrees to sell and convey and Buyer agrees to purchase that certain parcel of land located at 698 Main Street, Sturbridge, Massachusetts, comprised of approximately 8.96 acres of land, also identified by the Town of Sturbridge as Assessor Parcel ID No. 415-02343-698 and shown on a plan entitled “New England Power Service Company Part of New England Electric System, Boston, Mass. Plan Showing Land in Sturbridge, Massachusetts to be conveyed to Massachusetts Electric Company By Adelard E. Loranger et ux, Scale 1”= 100”, Date June 18, 1973 D-8769,” recorded with the Worcester District Registry of Deeds (the “Registry”) in Plan Book 389, Plan 34, which parcel of land was conveyed to Seller by that certain deed dated October 19, 1973 and recorded with the Registry in Book 5396, Page 141, together with all appurtenant rights and easements and all of the right, title, and interest, if any, of Seller in and to all lands lying in the streets and roads abutting the above described parcel of land (collectively, the “Property”).

2. Purchase Price. The agreed purchase price is Two Hundred Seventy-Five Thousand and 00/100 Dollars (\$275,000.00) (the “Purchase Price”) and, subject to adjustments, credits and prorations set forth herein, shall be paid at Closing (hereinafter defined) by certified, bank or Attorney’s IOLTA check in immediately available funds, payable directly to Seller without endorsement in U.S. dollar upon delivery and recording of the Deed (hereinafter defined).

3. Deposit. Simultaneously upon the execution and delivery of this Agreement, Buyer shall deposit with Nicolai Law Group, P.C. (the “Escrow Agent”) the sum of Eight Thousand Two Hundred Fifty and 00/100 Dollars (\$8,250.00) (the “Initial Deposit”). Upon the expiration of the Initial Due Diligence Period (defined below), Buyer shall deposit with the Escrow Agent the additional sum of Nineteen Thousand Two Hundred Fifty and 00/100 Dollars (\$19,250.00) (the “Additional Deposit”) for a total deposit of Twenty Seven Thousand Five Hundred and 00/100 Dollars (\$27,500.00) (collectively, the “Deposit”). Escrow Agent shall hold the Deposit, without interest, in accordance with the terms and conditions of this Agreement. At Closing, the Deposit shall be applied towards the Purchase Price. In the event the Buyer does not tender to Seller a termination notice prior to the expiration of the Initial Due Diligence Period or the Extended Due Diligence Period (defined below) as provided in Section 7 below, then the

Deposit shall become non-refundable to Buyer, except in the event of a default by Seller under this Agreement.

4. Closing. Seller shall transfer title to the Property to Buyer at the Registry, 90 Front Street, Worcester, Massachusetts 01608 or such other place as the parties may mutually agree upon at a closing (the "Closing") which will take place at 10:00 am on the first business day that is thirty (30) days following the expiration of the Due Diligence Period unless otherwise agreed to in writing by the parties. **Time is of the essence pursuant to the terms of this Agreement.**

5. Title. Seller shall convey as-is fee simple title to the Property to Buyer, free and clear of all monetary liens and encumbrances, except for (i) the provisions of local building and zoning laws, but not in violation thereof, (ii) such real estate taxes for the then fiscal year as are not yet due and payable as of the Closing, (iii) any liens for municipal betterments assessed after the date of this Agreement, and (iv) restrictions, conditions, easements and other encumbrances of record as of the date of this Agreement. At any time during the Initial Due Diligence Period, Buyer may, at its sole cost and expense, cause the title to the Property to be examined. If upon examination of the title, Buyer or its representative finds that the title to the Property is not satisfactory to Buyer, then Buyer shall notify Seller of Buyer's objections to title (the "Title Notice") prior to the end of the Initial Due Diligence Period. Seller shall have ten (10) business days after receipt of the Title Notice to notify Buyer (a) that Seller will work with Buyer to take such steps or make such arrangements as they shall mutually agree will satisfy Buyer; provided that Seller may extend the Closing for such period as shall be required to effect such cure, or (b) that Seller elects not to cause such exceptions to be removed; it being understood that, except with respect to monetary liens, Seller has no obligation whatsoever to expend or agree to expend any funds, to undertake or agree to undertake any obligations, or otherwise to attempt to cure or agree to attempt to cure any title objections of Buyer. Failure of Seller to so notify Buyer within the foregoing ten (10) business day period shall be deemed to be an election by Seller of clause (b). If Seller gives Buyer notice or is deemed to have given notice under clause (b) above, Buyer shall have ten (10) business days in which to notify Seller that Buyer will nevertheless proceed with the purchase and take title to the Property subject to such exceptions, or that Buyer will terminate this Agreement (the "Objection Deadline"). If this Agreement is terminated pursuant to the foregoing provisions of this Section 5, then neither party shall have any further rights or obligations hereunder (except for any obligations of either party expressly stated to survive the termination of this Agreement, including, without limitation, any indemnity obligations of the parties), the Deposit shall be promptly returned to Buyer and each party shall bear its own costs incurred hereunder. If Buyer shall fail to notify Seller of its election by the Objection Deadline, Buyer shall be deemed to have elected to proceed with the purchase and take title to the Property subject to such exceptions.

6. Deed. Seller shall convey the Property to Buyer by quitclaim deed in proper form for recordation, subject to all rights, easements, covenants, restrictions or encumbrances of record (the "Deed").

7. Due Diligence. Following the full execution and delivery of this Agreement and confirmation of receipt of the Deposit by the Escrow Agent, Buyer shall have the right to enter upon the Property to make a physical inspection of the Property and conduct any investigations and/or studies, including title, survey, zoning and permitting analyses and a Phase I environmental study as Buyer may deem necessary or appropriate in Buyer's sole discretion ("Due Diligence"), all at Buyer's sole cost and expense, for a period of forty-five (45) days (the "Initial Due Diligence Period").

Prior to entering onto the Property, Buyer shall furnish to Seller evidence of general liability insurance coverage reasonably acceptable to Seller and Buyer shall give Seller not less than five (5) business days' prior written notice of the scope of work to be undertaken thereon, and shall undertake all such work and activities only with the prior written consent of Seller, such consent not to be unreasonably withheld. Notwithstanding anything contained herein to the contrary, Buyer shall not conduct any Phase II or other invasive environmental testing or inspections, soil sampling or testing, digging or otherwise disturb the surface of the Property without the prior written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. Buyer understands and agrees that any on-site inspections of the Property shall occur at reasonable times agreed upon by Seller. Seller reserves the right to have a representative present during any such inspections. Buyer covenants and agrees that, at all times while on the Property, Buyer shall require and ensure that its authorized agents, employees, representatives and contractors comply with the guidelines and/or mandates established by the US Centers for Disease Control and Prevention, the Governor of Massachusetts, the Town of Sturbridge and the Seller in connection with the COVID-19 pandemic, including without limitation, wearing face coverings/masks, practicing physical distancing and proper physical hygiene, and complying with the Commonwealth of Massachusetts travel restrictions for out of state visitors. Buyer shall furnish to Seller copies of any studies, surveys, and other tests, reports and analyses received by Buyer relating to the Property (collectively, the "Buyer Reports") within one week after receipt, which obligation shall survive Closing or any termination of this Agreement. After completion of said inspections, Buyer shall restore the Property to the condition in which it was found prior to conducting any such inspections, and shall repair any damage caused by Buyer thereto. Buyer shall suffer no liens of any kind placed upon the Property on account of its entry or its activities thereon, and shall remove and/or discharge any such lien(s) within ten (10) business days following notification to Buyer. Buyer agrees to protect, indemnify, defend and hold Seller harmless from and against any claim for liabilities, losses, costs, expenses (including reasonable attorneys' fees), damages or injuries caused by Buyer or the Buyer's agents and contractors relating to Buyer's inspections, but excluding any such claims directly caused by the gross negligence or willful misconduct of Seller during such inspections, and notwithstanding anything to the contrary in this Agreement, such obligation to indemnify and hold harmless Seller shall survive the Closing or any termination of this Agreement.

In the event Buyer obtains a reliance letter from Tighe & Bond, Inc., Seller agrees to provide Buyer with a copy of the Phase I Environmental Site Assessment prepared by Tighe & Bond, Inc. with respect to the Property dated July 8, 2020 (the "Environmental Report") subject to the conditions that (i) the Environmental Report is being provided to Buyer at Buyer's request

and as an accommodation to Buyer without any warranties or representations, expressed or implied, of any kind or nature, including without limitation as to the accuracy or completeness of the Environmental Report; (ii) the Environmental Report is to be kept confidential by Buyer and no copy of the Environmental Report or disclosure of its contents shall be shared with any third party except Buyer's legal counsel and environmental consultants; (iii) the Environmental Report may not be relied except under the terms and conditions of a reliance letter with Tighe & Bond, Inc.; and (iv) reliance on the Environmental Report shall be at Buyer's risk. Buyer shall be responsible at its sole cost and expense to request such reliance letter from Tighe & Bond, Inc. and for the payment of any fees associated with the issuance such reliance letter from Tighe & Bond, Inc.

If Buyer is not satisfied with the results of its Due Diligence, Buyer shall notify Seller in writing of the termination of this Agreement on or prior to the expiration of the Initial Due Diligence Period. If this Agreement is terminated pursuant to the foregoing provisions of this Section 7, then neither party shall have any further rights or obligations hereunder (except for any obligations of either party expressly stated to survive the termination of this Agreement, including, without limitation, any indemnity obligations of the parties), the Deposit shall be promptly returned to Buyer and each party shall bear its own costs incurred hereunder.

Buyer shall have the right to extend the Initial Due Diligence Period for an additional fourteen (14) days (the "Extended Due Diligence Period") by providing written notice thereof to Seller within forty-eight (48) hours of the expiration of the Initial Due Diligence Period for the sole purpose of obtaining the necessary approvals from the Town of Sturbridge Conservation Commission (the "ConCom Approvals") and provided that all other Due Diligence investigations has been completed and accepted or waived by Buyer. If Buyer does not receive the ConCom Approvals on or before the expiration of the Extended Due Diligence Period, Buyer shall have the right to terminate by sending written notice thereof to Seller on or prior to the expiration of the Extended Due Diligence Period together with evidence that the ConCom Approvals have been denied. If this Agreement is terminated pursuant to the foregoing provisions of this paragraph, then neither party shall have any further rights or obligations hereunder (except for any obligations of either party expressly stated to survive the termination of this Agreement, including, without limitation, any indemnity obligations of the parties), the Deposit shall be promptly returned to Buyer and each party shall bear its own costs incurred hereunder.

8. Prorations. Real estate taxes and other charges or assessments against the Property will be prorated as of the date of Closing with Buyer responsible for the day of Closing.

9. Closing Costs. Seller shall pay the following costs and expenses in connection with the Closing: (a) the cost and expense of preparing the Deed and Seller's authority documents; (b) any documentary stamp tax or similar tax which becomes payable by reason of the transfer of the Property; (c) the cost of preparation and recordation of any releases and termination statements required to clear title to the Property; and (d) all fees of any counsel representing Seller in connection with this transaction. Buyer shall pay the following costs and expenses in connection with the Closing: (a) all of the costs associated with Buyer's Due

Diligence, including without limitation all costs associated with obtaining the ConCom Approvals; (b) all of the escrow fees charged by the Escrow Agent, if any; (c) all of the premiums payable for title insurance, if any; (d) all fees for recording the Deed and any other document or instrument required to be recorded in connection with this transaction; and (e) all fees of any counsel representing Buyer in connection with this transaction.

10. Possession. Seller shall deliver exclusive possession of the Property to Buyer at Closing, free and clear of all tenants, occupants and personal property of any nature whatsoever.

11. As-Is Sale; Waiver. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER, INCLUDING WITHOUT LIMITATION THE ENVIRONMENTAL REPORT, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

BUYER REPRESENTS AND WARRANTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY THEMSELVES AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION THE ENVIRONMENTAL REPORT, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS,

AND, EXCEPT FOR LIABILITY FOR A BREACH OF ANY REPRESENTATION OR WARRANTY OF SELLER TO THE EXTENT EXPLICITLY SET FORTH IN THIS AGREEMENT, BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE PROVISIONS OF THIS SECTION 11 SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

12. Risk of Loss; Insurance. The risk of loss of, and related to the Property will remain on Seller until the Closing. At all times following the execution of this Agreement by Seller and until the Closing, Seller shall maintain all insurance coverage on the Property as was in force immediately prior to the execution of this Agreement. In the event of damage to the Property, Buyer may, at its sole option, either take title to the Property, in which event all insurance proceeds will be paid to Buyer; or Buyer may rescind this Agreement, in which event the Deposit will be returned to Buyer and neither party will have any further rights or duties hereunder, except for those that survive termination of the Agreement.

13. No Broker. Seller and Buyer represent each to the other that they have not engaged any broker, entered into a listing agreement or other contract or otherwise retained a broker in connection with the Property, other than Jones Lang LaSalle and Colebrook Realty Services, to whom Seller is solely responsible for the payment of any and all commissions due in connection with the sale of the Property pursuant to a separate agreement with Jones Lang LaSalle. Each shall indemnify, defend and hold the other harmless from and against any loss, cost or damage suffered or incurred by the other as a result of a breach of the foregoing representation. The representations and obligations under this Section 13 shall survive the delivery of the Deed or, if the sale of the Property does not occur, the termination of this Agreement.

14. Default. If Buyer defaults in the performance of its duties under this Agreement, all of the conditions precedent having been met, and all of the conditions to be met by Seller having been satisfied, then Seller may rescind this Agreement and receive the Deposit as liquidated damages and not as a penalty for the breach of this Agreement, it being agreed between the parties hereto that the actual damages to Seller in the event of such breach are

impractical to ascertain and the amount of the Deposit is a reasonable estimate thereof, and neither Seller nor Buyer will have any further rights or duties under this Agreement, except with respect to those provisions that survive termination of the Agreement. If Seller defaults in the performance of its duties under this Agreement, all of the conditions precedent having been met, and all of the conditions to be met by Buyer having been satisfied, then Buyer may rescind this Agreement and receive the return of the Deposit and neither Seller nor Buyer will have any further rights or duties under this Agreement, except with respect to those provisions that survive termination of the Agreement, or Buyer may seek to enforce the Agreement pursuant to an action for specific performance.

15. Notice. Whenever notice must be given under the provisions of this Agreement, such notice must be in writing and either hand delivered, sent by certified mail, return receipt requested, postage prepaid or sent by recognized overnight courier capable of providing a receipt and addressed as follows (until either party notifies the other in writing of a different address):

If to Seller: Massachusetts Electric Company
 c/o National Grid
 40 Sylvan Road
 Waltham, Massachusetts 02451
 Attn: Aaron Parsons, Real Estate Specialist

With a copy to: National Grid USA
 40 Sylvan Road
 Waltham, Massachusetts 02451
 Attn: Patricia Yung Wong, Esq.

If to Buyer: Jeremy J. Procon, Manager
 Wrecker, LLC
 1660 Westover Road
 Chicopee, Massachusetts 01020

With a copy to: Caroline E. Nicolai, Esq.
 Nicolai Law Group, P.C.
 1500 Main Street, Suite 1914
 P.O. Box 15289
 Springfield, MA 01115
 Fax: 413.272.2010
 Email: caroline.nicolai@niclawgrp.com

16. Escrow Provisions. Seller, Buyer and Escrow Agent each agree to the following terms and conditions:

(a) Escrow Agent is employed under this Agreement in a ministerial capacity only, and shall act only as provided herein and shall not be liable to any party for loss or damage resulting therefrom.

(b) If there is any dispute among the parties hereto as to whether Escrow Agent shall disburse any funds, documents, or instruments held hereunder and/or under this Agreement, Escrow Agent may either (a) hold such items until receipt of an authorization in writing signed by all persons having an interest in said dispute; or (b) file a suit in interpleader in a court of competent jurisdiction, tender such items into court, and obtain an order requiring the parties to litigate their several claims among themselves, upon which event Escrow Agent shall be released and discharged from all obligations and duties under this Agreement.

(c) Seller and Buyer shall jointly and severally indemnify and hold Escrow Agent harmless from and against any and all claims, liability, loss, cost, and expense (including reasonable attorneys' fees and court costs) arising from the performance of Escrow Agent hereunder, except for any such claim, action or proceeding resulting in a final determination that Escrow Agent by its own bad faith, negligence, or willful misconduct breached the terms hereof. In the event that such costs or expenses are incurred by Escrow Agent, Escrow Agent shall be entitled to reimburse itself out of any funds held hereunder for its reasonable costs and expenses.

(d) Seller and Buyer acknowledge and agree that Escrow Agent shall have no responsibility or liability to invest the Deposit in an interest bearing account. Except for any claim, action or proceeding resulting in a final determination that Escrow Agent acted in bad faith, negligently or engaged in any typed of willful misconduct, Escrow Agent shall not be responsible for any loss or delay occasioned by the closure or insolvency of the institution with which any funds are invested in accordance with this Agreement, and shall have no liability for interest on such funds.

17. Miscellaneous.

(a) This Agreement contains the entire agreement between the parties relating to the transaction contemplated hereby and all prior or contemporary agreements, understandings, representations and statements, oral or written, are merged herein. No modifications, waiver, amendment, discharge or change of this Agreement will be valid unless in writing and signed by the party against whom enforcement of such modification, waiver, amendment, discharge or change is sought.

(b) The interpretation of this Agreement and the rights and obligations of Buyer and Seller hereunder will be governed by the laws of the Commonwealth of Massachusetts.

(c) The provisions, covenants and agreements herein contained will inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and assigns.

(d) This Agreement may be executed in two or more counter parts, each of which will be deemed an original, but all of which collectively constitute one and the same agreement. The exchange of counterparts by electronic or facsimile transmission (including telecopier and scanned "PDF" transmitted by email) shall constitute effective execution and delivery of this

Agreement by the parties hereto. Signatures of Seller and Buyer transmitted by electronic or facsimile transmission (including telecopier and scanned "PDF" transmitted by email) shall be deemed to be their original signatures for all purposes.

(e) Seller warrants that it is U.S. corporation and that no withholding will be necessary pursuant to the Foreign Investment in Real Property Tax Act. Seller shall execute a Certificate of Non-Foreign Status at Closing.

(f) This Agreement shall be confidential and no disclosure of its contents shall be made to any third party, nor shall this document be filed in or under any applicable registry of deeds.

(g) Buyer may not assign this Agreement, in whole or in part, without Seller's written consent; provided however that Buyer may designate a nominee to take title to the Property by providing written notice thereof to Seller at least fifteen (15) days prior to the Closing.

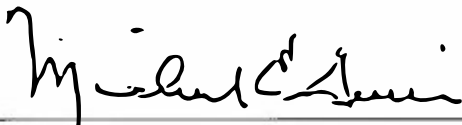
(h) The parties each represent and warrant that the execution, acknowledgment and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized and that the person signing has the authority to sign and deliver this Agreement and to thereby bind the respective party to the same.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF the parties executed this Agreement as of the date first above written.

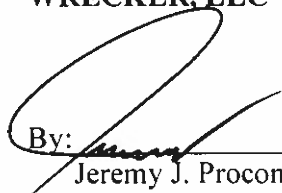
SELLER:

MASSACHUSETTS ELECTRIC COMPANY

By: 
Michael E. Guerin
Authorized Representative

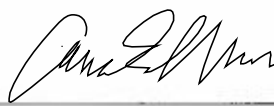
BUYER:

WRECKER, LLC

By: 
Jeremy J. Procon
Manager

ESCROW AGENT:

NICOLAI LAW GROUP, P.C.

By: 
Name: Caroline E. Nicolai
Title: Treasurer

DEP Bordering Vegetated Wetland (310 CMR 10.55) Delineation Field Data Form

Applicant: Interstate Towing, Inc.

Prepared by: Glenn E. Krevosky

Project location: 698 Main Street, Sturbridge

DEP File #:

EBT Environmental Consultants, Inc.

Check all that apply:

- ☒ Vegetation alone presumed adequate to delineate BVW boundary: fill out Section I only
☐ Vegetation and other indicators of hydrology used to delineate BVW boundary: fill out Sections I and II
☐ Method other than dominance test used (attach additional information)

Center of Observation Plot and Transect are located 5' upgradient from WF 17B

Section I. Vegetation		Observation Plot Number: Plot 1U		Transect Number: TP-1U		Date of Delineation: 4/11/2021	
A. Sample Layer and Plant Species (by common/scientific name)	B1. Percent Cover (or Basal Area)	B2. Percent Cover (Mid Point)	C. Percent Dominance	D. Dominant Plant (Yes or No)	E. Wetland Indicator Category*		
TREES							
Northern Red Oak (<i>Quercus rubra</i>)	20	20.5	32.8	Yes	FACU		
Red Maple (<i>Acer rubrum</i>)	15	10.5	16.8	Yes	FAC*		
Eastern Hemlock (<i>Tsuga canadensis</i>)	10	10.5	16.8	Yes	FACU*		
White Pine (<i>Pinus strobus</i>)	15	10.5	16.8	Yes	FACU		
Black Cherry (<i>Prunus serotina</i>)	7	10.5	16.8	Yes	FACU		
SAPLINGS							
Shagbark Hickory (<i>Carya ovata</i>)	10	10.5	50.0	Yes	FACU		
White Pine (<i>Pinus strobus</i>)	15	10.5	50.0	Yes	FACU		
SHRUBS							
White Pine (<i>Pinus strobus</i>)	15	10.5	43.8	Yes	FACU		
American Hazel (<i>Corylus americana</i>)	10	10.5	43.8	Yes	FACU		
Highbush Blueberry (<i>Vaccinium corymbosum</i>)	5	3.0	12.5	No	FACW*		
HERB							
Hay Scented Fern (<i>Dennstaedtia punctilobula</i>)	35	38.0	42.5	Yes	FACU		
Cinnamon Fern (<i>Osmunda cinnamomeum</i>)	20	20.5	22.9	Yes	FACW*		
Canada Mayflower (<i>Maianthemum canadense</i>)	20	20.5	22.9	Yes	FACU		
Black Birch (<i>Betula lenta</i>)	7	10.5	11.7	No	FACU		
VINE							
None							

* Use an asterisk to mark wetland indicator plants: plant species listed in the Wetlands Protection Act (MGL c.131, s.4; plants in the genus *Sphagnum*; plants listed as FAC, FACW, or OBL; or plants with physiological or morphological adaptations. If any plants are identified as wetland indicator plants due to physiological or morphological adaptations, describe the adaptation next to the asterisk.

Vegetation conclusion:

Number of dominant wetland indicator plants: 3 Number of dominant non-wetland indicator plants: 9

Number of dominant wetland plants equal to or greater than the number of dominant non-wetland plants? Yes No X

Vegetation alone is presumed adequate to delineate the BVW boundary, submit this form with the Request for Determination of Applicability or Notice of Intent. MA DEP: 3/95

Client: Interstate Towing, Inc.

Section II. Indicators of Hydrology

5’ Upgradient from WF 17B

Hydric Soil Interpretation

1. Soil Survey

Is there a pub soil survey for this site? Yes ☒ No

title/date: Worcester County, MA, Southern Part

map number: MA615

soil type mapped: Paxton fine sandy loam

hydric soil inclusions: Yes

Are field observations consistent with soil survey? Yes ☒ No

Remarks:

2. Soil Description

Horizon	Depth	Matrix Color	Mottles Color
O	2”-0”	10YR 3/2	None
A	0”-5”	10YR 3/2	None
B	5”-15”	10YR 4/4	None

Remarks:

3. Other:

Conclusion: Is soil hydric? Yes ___ No ☒

Other Indicators of Hydrology: (check all that apply and describe)

___ Site inundated: _____

___ Depth to free water in observation hole: _____

___ Depth to soil saturation in observation hole: _____

___ Water marks: _____

___ Drift lines: _____

___ Sediment deposits: _____

___ Drainage patterns in BVW: _____

___ Oxidized rhizospheres: _____

___ Water-stained leaves: _____

___ Recorded data (stream, lake, or tidal gauge; aerial photo; other) : _

___ Other: _____

Vegetation and Hydrology Conclusion		Yes	No
Number of wetland indicator plants			
≥ number of non-wetland indicator plants:		___	<input checked="" type="checkbox"/> ___
Wetland hydrology present:			
hydric soil present:		___	<input checked="" type="checkbox"/> ___
other indicators of hydrology present:		___	<input checked="" type="checkbox"/> ___
Sample location is in a BVW:		___	<input checked="" type="checkbox"/> ___

Submit this form with the Request for Determination of Applicability or Notice of Intent.

DEP Bordering Vegetated Wetland (310 CMR 10.55) Delineation Field Data Form

Applicant: Interstate Towing, Inc.

Prepared by: Glenn E. Krevosky
EBT Environmental Consultants, Inc.

Project location: 698 Main Street, Sturbridge

DEP File #:

Check all that apply:

- ☒ Vegetation alone presumed adequate to delineate BVW boundary: fill out Section I only
☐ Vegetation and other indicators of hydrology used to delineate BVW boundary: fill out Sections I and II
☐ Method other than dominance test used (attach additional information)

Center of Observation Plot and Transect are located 6' downgradient from WF 17B

Section I. Vegetation		Observation Plot Number: Plot 1W		Transect Number: TP-1W		Date of Delineation: 4/11/2021	
A. Sample Layer and Plant Species (by common/scientific name)	B1. Percent Cover (or Basal Area)	B2. Percent Cover (Mid Point)	C. Percent Dominance	D. Dominant Plant (Yes or No)	E. Wetland Indicator Category*		
TREES							
Red Maple (<i>Acer rubrum</i>)	30	38.0	48.1	Yes	FAC*		
Eastern Hemlock (<i>Tsuga canadensis</i>)	20	20.5	25.9	Yes	FACU*		
Northern Red Oak (<i>Quercus rubra</i>)	25	20.5	25.9	Yes	FACU		
SAPLINGS							
Red Maple (<i>Acer rubrum</i>)	15	10.5	33.3	Yes	FAC*		
American Elm (<i>Ulmus americana</i>)	10	10.5	33.3	Yes	FACW*		
Shagbark Hickory (<i>Carya ovata</i>)	10	10.5	33.3	Yes	FACU		
SHRUBS							
Common Winterberry (<i>Ilex verticillata</i>)	15	10.5	50.0	Yes	FACW*		
American Hazel (<i>Corylus americana</i>)	15	10.5	50.0	Yes	FACU		
HERBS							
Skunk Cabbage (<i>Symplocarpus foetidus</i>)	7	10.5	28.0	Yes	OBL*		
Poison Ivy (<i>Toxicodendron radicans</i>)	10	10.5	28.0	Yes	FAC*		
Jack-In-the-Pulpit (<i>Arisaema triphyllum</i>)	7	10.5	28.0	Yes	FAC*		
Spotted Touch-Me-Not (<i>Impatiens capensis</i>)	5	3.0	8.0	Yes	FACW*		
Canada Mayflower (<i>Maianthemum canadense</i>)	5	3.0	8.0	Yes	FACU		
VINES							
None							

* Use an asterisk to mark wetland indicator plants: plant species listed in the Wetlands Protection Act (MGL c.131, s.4; plants in the genus *Sphagnum*; plants listed as FAC, FACW, or OBL; or plants with physiological or morphological adaptations. If any plants are identified as wetland indicator plants due to physiological or morphological adaptations, describe the adaptation next to the asterisk.

Vegetation conclusion:

Number of dominant wetland indicator plants: 8 Number of dominant non-wetland indicator plants: 3

Is the number of dominant wetland plants equal to or greater than the number of dominant non-wetland plants? Yes X No

If vegetation alone is presumed adequate to delineate the BVW boundary, submit this form with the Request for Determination of Applicability or Notice of Intent. MA DEP: 3/95

Client: Interstate Towing, Inc.
Section II. Indicators of Hydrology
6' Downgradient from WF 17B

Hydric Soil Interpretation

1. Soil Survey

Is there a pub soil survey for this site? Yes ☒ No

title/date: Worcester County, MA, Southern Part

map number: MA615

soil type mapped: Paxton fine sandy loam

hydric soil inclusions: Yes

Are field observations consistent with soil survey? Yes ☒ No

Remarks:

2. Soil Description

Horizon	Depth	Matrix Color	Mottles Color
A	0"-6"	10YR 2/1	
B	6"-14"	2.5Y 5/3	>10% 7.5YR 4/2

Remarks: Test hole in intermittent stream bed = evidence of saturation within the first 6".

3. Other:

Conclusion: Is soil hydric? Yes ☒ No

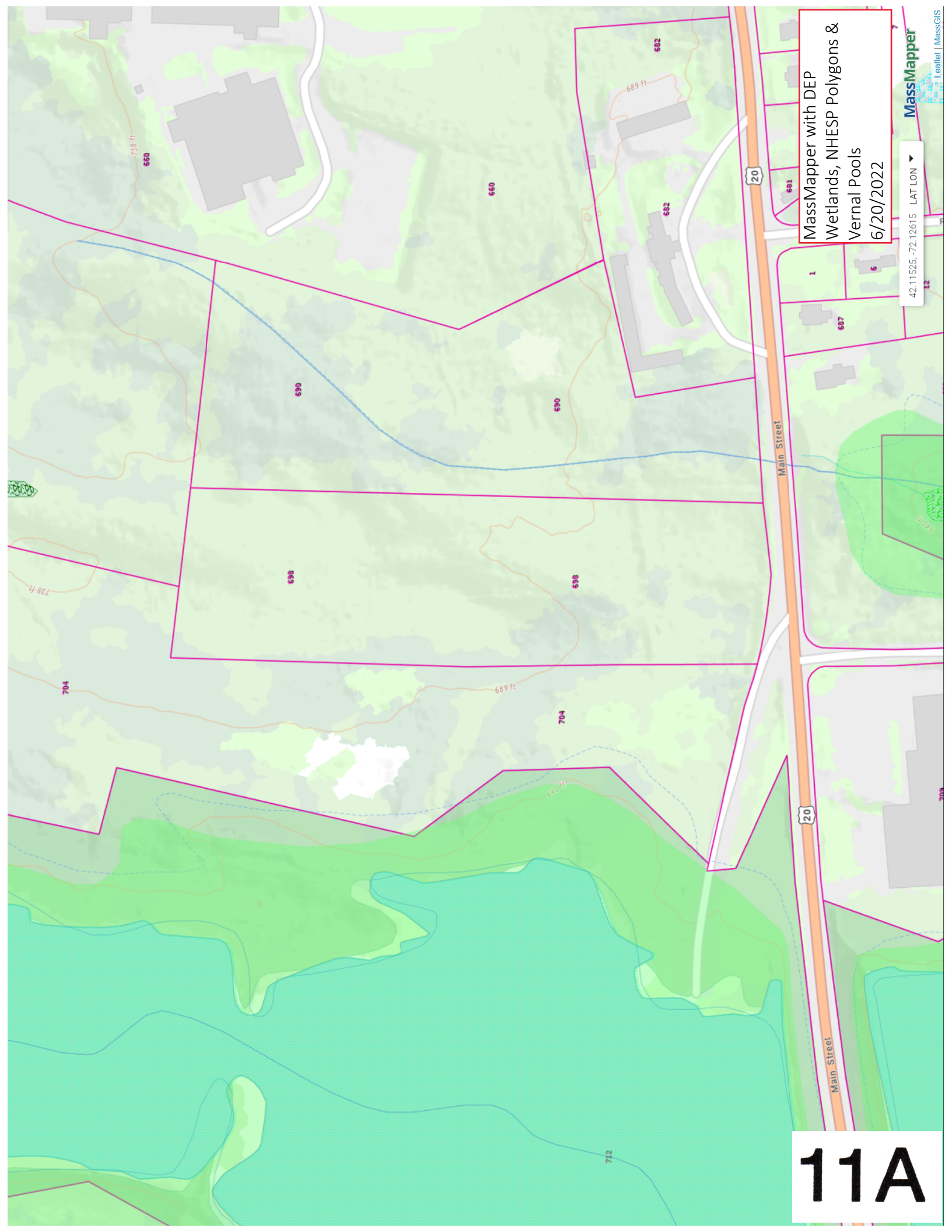
Other Indicators of Hydrology: (check all that apply and describe)

- Site inundated: _____
- Depth to free water in observation hole: _____
- Depth to soil saturation in observation hole: _____
- Water marks: _____
- Drift lines: _____
- Sediment deposits: _____
- Drainage patterns in BVW: _____
- Oxidized rhizospheres: _____
- Water-stained leaves: _____
- Recorded data (stream, lake, or tidal gauge; aerial photo; other) : _____

Other: _____

Vegetation and Hydrology Conclusion	
Number of wetland indicator plants ≥ number of non-wetland indicator plants:	Yes No X _____
Wetland hydrology present: hydric soil present:	X _____
other indicators of hydrology present:	X _____
Sample location is in a BVW:	X _____

Submit this form with the Request for Determination of Applicability or Notice of Intent.



MassMapper with DEP
Wetlands, NHESP Polygons &
Vernal Pools
6/20/2022