

# OFFICE OF THE TOWN CLERK

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*Rec'd  
Tues 9/2/25*

## Public Records Request Form

All public records requests will be responded to within ten (10) business days after it is received by the Town Clerk. Responses may indicate further time is necessary, additional information is required, or an estimate of the fees required to fulfill the request, as examples.

Pursuant to Public Records Law, all exemptions will be redacted from any and all material being released.

Date of Request:

August 28 2025

Description of  
Materials Sought:

Contract between Tech Environmental and the town of West Stockbridge that is the subject of the Select Board's August 28 meeting agenda.

### Requestors Information:

Name of Requestor:

Leslee Bassman

Firm/Company:

The Berkshire Edge

Address:

292 Main St., Ste 8

City:

Great Barrington

State:

MA

Zip:

01230

Phone Number:

5125658855

Fax Number:

E-mail:

lesleebassman@gmail.com

Please be as specific as possible when requesting information. Copies are \$0.05 per page.

Date Received by Clerk :

Initial Response given:

9/8/25

Date of 10th day for Initial Response is:

~~9/28/25~~

## TOWN OF WEST STOCKBRIDGE, MASSACHUSETTS

### AGREEMENT

THIS AGREEMENT made this 21st day of August, 2025 by and between the TOWN of West Stockbridge, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 21 State Line Road, West Stockbridge, Massachusetts, hereinafter referred to as the "TOWN", and Tech Environmental, Inc., a corporation having a usual place of business at 1 Meeting House Rd., Suite 3, Chelmsford, Massachusetts, hereinafter referred to as the "CONTRACTOR".

### WITNESSETH:

WHEREAS, the TOWN requires professional consulting services to develop a baseline odor monitoring program and odor complaint response program to measure cannabis odors, hereinafter the "Project"; and

WHEREAS, the CONTRACTOR submitted a Scope of Work to perform the work required to complete the Project (the "Proposal"), attached hereto as Exhibit A; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The Work consists of establishing a professional odor compliance threshold with a baseline odor monitoring program using the n-butanol comparative scale ("Task 1") and also, developing a formal odor complaint response and training up to 10 Town personnel to respond to and assess odor complaints using n-butanol jar kits ("Task 2"), as more fully described in the Contract Documents as defined above.
3. TERM OF CONTRACT. This Agreement shall be in effect from August 21, 2025, and shall expire on August 21, 2026, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION.
  - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$7,800 for Task 1 and \$3,900 for Task 2, and any additional cost for travel to attend

Town Officials' meetings as needed for the Project in the sums set forth in the Billing Rates and Terms included in the Proposal.

- B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.
  - C. Neither the TOWN's review, approval, or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.
  - D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).
5. PAYMENT OF COMPENSATION. The Contractor shall submit monthly invoices (each an "Invoice") to the TOWN for services rendered. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligent or intentional acts or omissions of the CONTRACTOR, or the CONTRACTOR's agents or employees. This obligation shall survive the termination or expiration of this Agreement.
9. INSURANCE.
- A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

<u>General Liability</u>	
Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence

(or combined single limit) \$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability \$1,000,000 per occurrence

Property Damage Liability \$ 500,000 per occurrence

(or combined single limit) \$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this

Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of its operation under this Contract in such detail and with such information as the TOWN may request.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State, and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or

correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

- 17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
- 18. GOVERNING LAW. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
- 19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation is available in the amount of this Contract.

\_\_\_\_\_  
Town Accountant

Approved as to Form:

\_\_\_\_\_  
Town Counsel

Select Board Approval:

\_\_\_\_\_  
\_\_\_\_\_

TOWN OF WEST STOCKBRIDGE, MA

By its: \_\_\_\_\_

Town Administrator

CONTRACTOR:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

August 29, 2025

Marie Ryan  
Town Administer  
West Stockbridge Town Offices  
21 State Line Road  
West Stockbridge, MA 01266

Ref. 5005

***Re: Scope of Work – Wiseacre Farm Odor Baseline and Compliant Response Training Tasks***

Dear Ms. Ryan,

Tech Environmental, Inc. (Tech) previously completed a third-party review of the proposed odor control system upgrades at the Wiseacre Farm Cannabis Grow Facility after its first year of operation. Based on higher-than-anticipated odor, Tech recommended additional odor mitigation measures. While some recommendations were implemented, not all were adopted.

The facility committed to install what it considered adequate controls and agreed to revisit further improvements based on an odor mitigation report following the second year of operation. On behalf of the Select Board, Tech was retained on a time-and-materials basis to review the second-year odor control report and participate in Select Board discussions.

At the April 2025 Board meeting, the facility indicated willingness to implement further odor controls in exchange for a compliance declaration at a defined odor level, provided that the threshold would not later be ratcheted downward. While reasonable, this request is complicated by a wide gap between odor levels reported by residents and those acknowledged by the facility. Tech was asked to advise on establishing a clear, location-specific compliance threshold.

This request is distinct from the original task (“Is the proposed odor control sufficient?”). That earlier review focused on Best Management Practices (BMPs) for odor control—practical measures typically recommended for outdoor, area-source facilities with odor complaints. Establishing a compliance threshold, however, requires site-specific consideration of exposure, meteorology, distance, lines of sight, and odor attributes such as frequency, intensity, and duration.

Where full BMP installation and site access are provided, Tech typically:

1. Recommends and oversees BMPs.
2. Evaluates whether residual odors remain acceptable.
3. If needed, measures source data and models dispersion under varying conditions.

## **West Stockbridge Odor Baseline and Complaint Response – Wiseacre August 29, 2025**

In this case, since not all BMPs were implemented and site access has been limited, Tech recommends a receptor-based approach consisting of:

- **Task 1 – Baseline Odor Monitoring**
- **Task 2 – Odor Complaint Response Program**

### **Task 1 – Odor Baseline Assessment**

Tech recommends a baseline odor monitoring program during late summer and fall, coinciding with peak odor potential. This proactive program will establish a baseline odor profile under maximum mitigation performance. Actual and target baselines could later inform compliance thresholds.

#### **Approach**

- Conduct five odor monitoring rounds at the property fenceline and at nearby receptors (e.g., homes with prior complaints).
- Monitor under both peak and transitional conditions for reliability.
- Record meteorological conditions to select optimal monitoring times.
- Continue independent logging of resident complaints.

#### **Method**

Odor intensity will be assessed using the **n-butanol comparative scale** (ASTM E544), which:

1. Normalizes differences among observers by anchoring odor intensity perception.
2. Separates odor *intensity* from odor *character* (avoiding hedonic bias).

This allows Tech to objectively evaluate intensity, duration, frequency, and character—factors that together define odor nuisance potential.

#### **Deliverables & Cost**

- Five full-day evaluations (\$7,800, time and materials).
- Daily data sheets and a summary report correlating findings with complaints.
- Monitoring will occur along the property boundary (estimated fenceline positions since direct access was not granted).

### **Task 2 – Odor Complaint Response Program**

Given the persistence of complaints and differing views of validity, Tech recommends establishing a **formal odor complaint response program**. MassDEP has required such programs at other odor-impacted facilities.

#### **Approach**

- Screen and train up to 10 Town personnel to respond to odor complaints using n-butanol jar kits.
- Provide standardized odor complaint forms to document frequency, intensity, duration, and odor character.
- Train responders to focus on documenting observations rather than assigning blame.

### **Participation Options**

- A mix of administrative staff, BOH professionals, public works, and first responders, as successfully implemented in Ellsworth, ME.
- Town officials (e.g., Select Board, BOH Chair) may participate for oversight.
- Facility participation is encouraged but voluntary.

### **Deliverables & Cost**

- n-Butanol jar kits (with maintenance instructions).
- Sensitivity screening of up to 10 individuals.
- Complaint response forms.
- Training session on kit use and data collection.
- Compilation of complaint records.
- Estimated cost: \$3,900 (time and materials).

### **Distinction Between Tasks**

- **Baseline Study (Task 1):** Proactive monitoring at pre-selected times to define odor background conditions.
- **Complaint Response (Task 2):** Reactive documentation following odor complaints, providing supplemental and corroborative data.

### **Odor Expectations**

Complete elimination of odor from outdoor cannabis cultivation is not realistic; however, no source should produce odors at levels that rise to a nuisance. Nuisance potential is evaluated by:

- Frequency of events
- Intensity
- Duration
- Odor offensiveness

The proposed program provides the Town with objective, defensible data on both baseline conditions and complaint-driven events.

### **Out of Scope**

This proposal is limited to the two tasks described above. Services not included in the scope are: attending additional Select Board or other municipal board/committee meetings beyond those explicitly requested; conducting further odor baseline monitoring events beyond the five proposed rounds; providing additional training sessions or screening of new complaint responders beyond the initial group of up to ten participants; or responding directly to odor complaints on behalf of the Town. If such services are request, Tech will provide them as needed under the previous time and materials job number used to review the odor report and to attend the recent Select Board meeting this spring. Meetings. Attached are our time and materials costs and terms.

**West Stockbridge Odor Baseline and Complaint Response – Wiseacre August 29, 2025**

**Next Steps**

Tech is prepared to initiate Task 1 and Task 2 upon receipt of a signed agreement or purchase order. Please feel free to contact me at 781-890-2220 x33 or 781-718-9305 with any questions regarding this scope of work.

Sincerely,

**TECH ENVIRONMENTAL, INC.**



Michael T. Lannan, P.E.  
President

**Accepted by:**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

## n-Butanol Field Odor Intensity Method – ASTM E544

Tech staff have been using the ASTM E544 method for field odor monitoring for over 30 years. This method is copyrighted and therefore cannot be reproduced in full here. However, a useful summary was provided in a 2000 technical paper by St. Croix Sensory, which is still available on their website. Over the past 25 years, St. Croix Sensory has presented various versions of this summary at multiple events.

The method was first issued in 1975 and has been updated multiple times, including in 2010, 2018, and most recently in 2024.

### Key Excerpts from St. Croix Sensory’s 2000 Summary

#### (1) Referencing Suprathreshold Odor Intensity

ASTM E544-99, *Standard Practice for Referencing Suprathreshold Odor Intensity*, presents two methods for referencing the intensity of ambient odors:

**Procedure A – Dynamic-Scale Method** uses an olfactometer to deliver a continuous flow of a standard odorant (n-butanol) to an assessor. The assessor compares the odor intensity of a sample to a specific concentration level from the olfactometer.

**Procedure B – Static-Scale Method** uses bottles containing fixed dilutions of a standard odorant in water. Air pollution inspectors often use the Static-Scale Method in the field.

- **Procedure A:** Laboratory use only.
- **Procedure B:** Can be used both in the field and in a lab setting

#### (2) Odor Intensity Referencing Scales (OIRS)

Common butanol scales include:

- 12-point static scale starting at 10 ppm butanol (geometric progression of 2)
- 10-point static scale starting at 12 ppm (geometric progression of 2)
- 8-point dynamic scale starting at 12 ppm (geometric progression of 2)
- 5-point static scale starting at 25 ppm (geometric progression of 3)

The **5-point static scale** is generally the most repeatable in field conditions because:

- It is simpler and faster to use.
- The geometric mean spacing makes differences between jars easier to detect.
- The lower range better reflects typical off-site odor concerns.

## **ASTM E544 Scope (abridged)**

1.1 This practice outlines a method for referencing the odor intensity of a material in the suprathreshold region.

1.2 The objective is to reference odor intensity **only**, rather than other odor properties.

1.3 The method compares the odor intensity of a sample to a series of reference odorant concentrations (commonly n-butanol).

**Key benefit:** As stated in Item 1.2, this method separates odor *intensity* from odor *character*. This helps assessors more objectively evaluate nuisance potential without bias from “what it smells like.”

## **Field Procedure (Static-Scale Method)**

1. At the monitoring location, take an initial sniff of the ambient odor.
2. Sniff the headspace of **Jar #1** (weakest concentration) using a short, deliberate sniff to avoid olfactory fatigue.
3. Compare field odor intensity to Jar #1:
  - o **Less intense** → Record as “<1”.
  - o **Same intensity** → Record as “1”.
  - o **More intense** → Move to Jar #2.
4. Repeat with successive jars, recording:
  - o **Between jar intensities** (e.g., “1–2”) if intermediate.
  - o **Exact match** with jar number if equal.
5. Continue until the field odor is weaker than the jar odor or you reach the highest jar.

## **Additional Observations**

While the n-butanol scale isolates and normalizes intensity, nuisance assessments also require noting:

- **Frequency** (how often odor occurs)
- **Duration** (how long it lasts)
- **Character** (what it smells like)
- **Variability** (changes in character)
- **Modulation** (fluctuations in intensity)

When responding to complaints, these factors are typically captured on a standardized odor complaint form to ensure consistent responses from different personnel. For baseline studies conducted by trained odor professionals, site selection and monitoring frequency may be adjusted to characterize odor behavior in and around an area of concern.

## MEMORANDUM

*To: Marie Ryan, Town of West Stockbridge*  
*From: Michael Lannan, P.E., Tech Environmental*  
*Date: August 5, 2025*  
*Subject: Understanding the N-Butanol Scale*

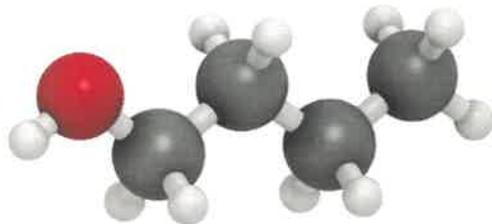
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This brief memorandum introduces the n-butanol scale and its intended purpose. The **n-butanol scale** is a standardized reference scale used in **odor monitoring** to **calibrate the human nose** and provide a **consistent method** for evaluating odor strength and sensitivity. It is particularly relevant in **environmental odor assessments**, including waste management, wastewater treatment, composting, manure, cannabis production, and industrial odor control.

### What is n-Butanol?

**n-Butanol** (normal butyl alcohol) is a volatile organic compound with a **distinctive, recognizable odor**. It is used as the **reference substance** in many olfactometric methods due to its:

- Well-defined odor threshold
- Low toxicity at test concentrations
- Neutral hedonic tone (i.e. relative pleasantness)
- Availability and stability



### How does the n-Butanol Scale Work?

The **n-butanol scale** defines a series of **dilutions** of n-butanol in deionized water or air, which represent different **odor intensities (ASTM E544)**.

It's typically used in **dynamic or field olfactometry** to:

1. Calibrate a **field olfactometer** (such as the Nasal Ranger).
2. Train panelists to recognize **standardized odor intensities**.
3. Provide a **semi-quantitative** measure of how strong an environmental odor is, compared to known n-butanol concentrations.

### What are the Applications for Odor Monitoring?

- **Field Investigations:** Inspectors can compare environmental odors to n-butanol standards to assess **intensity** and document conditions.
- **Complaint Response:** Helps standardize odor reporting for regulatory purposes.
- **Panel Calibration:** Human panelists are trained using n-butanol dilutions to ensure they meet the **detection sensitivity requirements** for professional odor evaluations.



1- Trace



2- Noticeable



3- Moderate



4- Strong



5- Very Strong



### Why is the N-Butanol Scale Better than Simply Ranking the Odor on a Scale of 1 to 5?

- **Comparison to known standards:** Simply ranking something as noticeable, for example, does not allow the noticeable odor to be directly compared to other noticeable odors.
- **It Normalizes Human Olfactory Sense Variability:** If we compare two people one that has a very strong sense of smell and one that has a weaker sense, they could rank the same odor differently with simple ranking, but with the standards both will smell the odor from the source and the odor from the jar equally.

### Does the N-Butanol Scale Alone Offer a Complete Assessment of Odor Nuisance Potential?

While the **n-butanol** scale provides a standardized method to quantify the **intensity or strength** of an odor, **nuisance potential** involves more than just intensity. In practice, **how often** an odor occurs (frequency), **how long** it persists (duration), and **how unpleasant or offensive** it is (hedonic tone) all contribute significantly to whether it rises to the level of a nuisance. Therefore, when using the scale in field monitoring, we do not evaluate intensity alone—we also observe **whether the odor is intermittent or constant**, how long it lasts, and whether it **disrupts normal use of the area**. To help us remember potential nuisance factors, we often refer to them as our dog FIDO...

**F**requency

**I**ntensity

**D**uration

**O**ffensiveness



## TIME & MATERIALS BILLING RATES AND TERMS

Effective January 1, 2024

### Labor

Labor is charged on an hourly basis to clients. The current hourly rates are broken into three categories: Senior Engineers/Scientists, Managing Engineers/Scientists, and Project Staff. Both Senior Engineers/Scientists and Managing Engineers/Scientists are specialists with at least 10-15 years' experience in our focused services. Senior Engineers/Scientists are specialized technical experts in our focused services, who are not officers of the firm.

#### Senior Engineers/Scientists

Senior Engineer/Scientist VII	\$325
Senior Engineer/Scientist VI	\$320
Senior Engineer/Scientist V	\$315
Senior Engineer/Scientist IV	\$280
Senior Engineer/Scientist III	\$235
Senior Engineer/Scientist II	\$205
Senior Engineer/Scientist I	\$185
Senior Technician	\$120
Senior Administrative Assistant	\$75

#### Managing Engineers/Scientists

Managing Engineer, Scientist VII	\$325
Managing Engineer, Scientist VI	\$320
Managing Engineer, Scientist V	\$315
Managing Engineer, Scientist IV	\$280
Managing Engineer, Scientist III	\$235
Managing Engineer, Scientist II	\$205
Managing Engineer, Scientist I	\$185

#### Project Staff

Project Engineer, Scientist V	\$185
Project Engineer, Scientist IV	\$175
Project Engineer, Scientist III	\$160
Project Engineer, Scientist II	\$135
Project Engineer, Scientist I	\$105
Field Technician	\$95
Technician-in-Training	\$75
Administrative Assistant	\$55

Managing Engineers/Scientists are Project Managers with significant technical expertise that often complete some or all of the technical aspects of the projects while managing the projects. The Managing Engineers/Scientists category also include Client Officers that interact with the client, but also provide technical support, review, and approval.

## Materials

Tech Environmental maintains an inventory of equipment that it can use for technical assessments on projects. Some of the equipment is intended for taking measurements, some for monitoring conditions, and some for collecting samples. This equipment is charged out at a rental rate that is priced competitively with equipment rental companies. The advantages of us providing the rental equipment is that (1) Tech can mobilize quickly, if and when required, and (2) the equipment is familiar and fully functional. The field equipment daily, weekly and monthly rates are:

<b>Equipment</b>	<b>Daily Rate</b>	<b>Weekly Rate</b>	<b>Monthly Rate</b>
Constant Flow Air Sampling Pumps	\$80	\$200	\$500
Peristaltic Pump	\$80	\$200	\$500
Bio-Pump (Zefon)	\$80	\$200	\$500
TSI Velocicalc Model 8360	\$100	\$200	\$500
Flux Chamber Point Odor/Air Sampling System	\$100	\$200	\$500
Flux Chamber Area Odor/Air Sampling System	\$125	\$300	\$600
Flux Chamber Sweep Air System	\$75	\$200	\$400
Jerome J605 Hydrogen Sulfide Analyzer	\$500	\$1,200	\$1,500
Teflon or Silicon Tubing (per 10-ft length rate)	\$30	\$30	\$30
Digital Dwyer Manometer	\$25	\$75	\$150
Nasal Ranger Field Dilution Module	\$200	\$400	\$900
Odor Intensity Kit Field Rental	\$200	\$300	\$500
Odor Intensity Kit Purchase (plus delivery)	\$500	\$500	\$500
GPS	\$25	\$75	\$150
Toughbook Field Laptop	\$50	\$150	\$300
2-meter Meteorological Station	\$80	\$200	\$500
10-meter Meteorological Station	\$200	\$300	\$600
Light Meter	\$25	\$75	\$150
Gastec or Drager Sample Pump System	\$30	\$90	\$180
10-Liter Tedlar Sample Bags (per bag rate)	\$30	\$30	\$30
Ozone Generator	\$100	\$200	\$500
OdaLogger	\$200	\$300	\$500
2 <sup>nd</sup> (and additional) OdaLogger	\$100	\$150	\$500
<b>Sound Monitoring Equipment</b>			
ANSI Type 1 Dynamic Sound Level Analyzer	\$500	\$1,200	\$2,400
Single ANSI Type 1 Sound Analyzer	\$400	\$700	\$1,600
2 <sup>nd</sup> (and additional) ANSI Type 1 Sound Analyzer	\$200	\$500	\$1,200
Long Term Sound Analyzer Environmental Protection Kit(s)	\$100	\$300	\$800

In the case of auto travel a fixed rate of \$0.75/mile applies. In-house report production costs for color copies of studies, designs, and reports that require more than 500 pages total, will be charged at \$0.10 per page. Projects that require specialty software, including but not limited to wind modeling, air dispersion modeling, interior acoustic modeling, and environmental noise modeling, etc., will be billed a flat fee of \$500 to cover software and maintenance/upgrade costs. Other materials, outside labor costs, or outside equipment rental or services are charged to clients at cost plus ten percent.

## Terms and Conditions

**Payment** – Each invoice for Tech Environmental, Inc. (TE) goods and services is due and payable within thirty (30) calendar days of delivery of the invoice. Interest shall accrue on any unpaid balance at the rate of 1-1/2% per month from the 31st day following delivery of the invoice. No contract or agreement by the Client with any third party shall affect or impair Client's obligations to TE.

**Suspension** – If Client fails, for any reason, to pay any invoice within the aforesaid thirty (30) calendar day period, TE may give written notice of suspension to Client and, if Client fails to pay all overdue amounts due to TE within seven (7) days of the date on which such notice was delivered to Client, TE shall be entitled, without further notice, to suspend or terminate the performance, and the provision to Client, of all goods and services. TE shall not be liable for any damages or delays caused by such suspension, nor be deemed to have waived any right established hereunder or by law to collect overdue amounts.

**Reperformance** – TE assumes professional and technical responsibility for performance of services in accordance with recognized professional standards of good engineering practice. If any of TE's services in connection with a specific assignment fail to meet the aforesaid standards, and Client advises TE thereof in writing within one (1) year after completion of such assignment, TE agrees to reperform the deficient portion of such services without charge to the Client up to a maximum amount equivalent to the compensation received for the deficient services rendered.

**Disclaimers and Limitations on Liability** – EXCEPT AS PROVIDED IN THE PREVIOUS PARAGRAPH, NO WARRANTY OR GUARANTY, EXPRESSED OR IMPLIED, IS MADE WITH RESPECT TO THE GOODS AND/OR SERVICES FURNISHED BY TE AND ALL IMPLIED WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TE BE LIABLE FOR LOSS OF PROFITS, LOSS OF REVENUES, INTEREST, CLAIMS OF CUSTOMERS, LOSS OF FACILITY USE, REPLACEMENT POWER COSTS, DAMAGE OR INJURY TO THE ENVIRONMENT, INCREASED EXPENSE OF OPERATIONS, LOSS BY REASON OF SHUTDOWN OR LATE COMPLETION, OR ANY OTHER CONSEQUENTIAL, SPECIAL OR INDIRECT LOSS OR DAMAGE AND, CLIENT HEREBY RELEASES TE AND PERSONNEL FROM ANY AND ALL SUCH LIABILITY, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, IRRESPECTIVE OF FAULT, NEGLIGENCE, OR STRICT LIABILITY. Under no circumstances shall TE's Personnel be liable personally for any obligations of TE or its suppliers and subcontractors or their employees arising under any agreement with Client or in connection with the provision of goods and services to Client. Client and TE recognize and agree that TE and its Personnel bear no responsibility for the creation, existence, presence, transportation, handling, disposal, storage and/or other operations or activities in relation to toxic, hazardous, radioactive, infectious, or other dangerous gas, vapor, smoke, fumes, soot, acid, alkali, chemical, metal and/or biological, fluid, liquid, or solid irritant, contaminant, pollution, waste, and/or other substance, material, or condition in relation to the work, whether at the site of services or elsewhere; and further, TE's compensation is in no way commensurate with the risks of personal or bodily injury, death and/or property damage associated with such activities and/or substances.

**Notices** – All notices shall be in writing and shall be deemed delivered as follows: (a) upon receipt if delivered personally, by courier service, or certified mail, return receipt requested to the party to be notified; (b) when sent by electronic mail or by confirmed facsimile if sent during normal business hours of the recipient or, if not, then on the next following business day; or (c) four (4) calendar days after having been sent by prepaid first class mail.

**Miscellaneous Provisions** - These terms and all matters arising between the parties including, without limitation, any matter regarding the relationship of the parties, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without reference to or the application of its conflict or choice of law rules or provisions. Any action brought in relation to these terms, or in regard to the relationship of the parties, shall be brought before a federal or state court located in Massachusetts. These terms may not be modified or waived except in a written instrument executed by an authorized representative of TE.