

DeLaRosa, Stephanie (PUC)

From: Cunningham, Joseph <Cunningham.Joseph@epa.gov>
Sent: Thursday, January 15, 2026 10:13 AM
To: atlabarre@rienergy.com; GGBrolinJr@RIEnergy.com; psmolcha@coneco.com
Cc: George, Linda (DPUC); Scott Gibbs; DeLaRosa, Stephanie (PUC); Moulton, Trevor (DEM); Kulpa, Paul (DEM); Mike Apfelbaum; brucet@demaximis.com; kboretsky@demaximis.com; Kim Reinauer; Shepard, Zachary (RIDOH); Ricker, James; Sean.Czarniecki@aecom.com
Subject: RE: Woonsocket Substation - Nasonville Substation 115kV Transmission Line Project at L&RR Superfund Site in North Smithfield, Rhode Island
Attachments: 2009 ELUR v 2.pdf
Follow Up Flag: Follow up
Flag Status: Completed

This Message Is From an External Sender

This message came from outside your organization.

Report Suspicious

Following up on this, attached please find the ELUR for Plat 7, Lot 9.

From: Cunningham, Joseph
Sent: Thursday, January 15, 2026 8:41 AM
To: 'atlabarre@rienergy.com' <atlabarre@rienergy.com>; 'GGBrolinJr@RIEnergy.com' <GGBrolinJr@RIEnergy.com>; psmolcha@coneco.com
Cc: 'linda.george@dpuc.ri.gov' <linda.george@dpuc.ri.gov>; Scott Gibbs <sgibbs@nsmithfieldri.gov>; 'stephanie.delarosa@puc.ri.gov' <stephanie.delarosa@puc.ri.gov>; Jurgens, Valerie <Jurgens.Valerie@epa.gov>; Meeks, Sarah <Meeks.Sarah@epa.gov>; Trevor.Moulton@dem.ri.gov; Kulpa, Paul (DEM) <paul.kulpa@dem.ri.gov>; Mike Apfelbaum <mapfelbaum@woodardcurran.com>; brucet@demaximis.com; kboretsky@demaximis.com; Kim Reinauer <KReinauer@woodardcurran.com>; Zachary.Shepard@health.ri.gov; McCarthy, Elizabeth <McCarthy.Elizabeth@epa.gov>; jricker@hgl.com; Sean.Czarniecki@aecom.com
Subject: Woonsocket Substation - Nasonville Substation 115kV Transmission Line Project at L&RR Superfund Site in North Smithfield, Rhode Island

Good Morning;

Attached please find a letter from US EPA regarding the proposed Woonsocket Substation - Nasonville Substation 115kV Transmission Line Project in North Smithfield, Rhode Island.

Joe Cunningham, PE
Remedial Project Manager
Superfund & Emergency Management Division
U.S. EPA Region 1
5 Post Office Square
Boston, MA 02109-3912
Phone: (617) 918-1458



SDMS DocID 465321

Superfund Records Center
SITE: L & RR
BREAK: 8.7
OTHER: 465321

RECEIVED FOR RECORD
NORTH SMITHFIELD R.I.

Nov 10 2009 at 09:22:47A

BOOK 478 PAGE 91
DOC #: 00014272

ENVIRONMENTAL LAND USAGE RESTRICTION

This Declaration of Environmental Land Usage Restriction ("Restriction") is made on this 15th day of October, 2009 by TA Consulting, LLC and its successors and/or assigns (hereinafter, the "Grantor").

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property identified as Plat No. 7, Lot No. 9 & 9A, Old Oxford Road & Pound Hill Road, North Smithfield, RI as described in the attached Exhibit A (Legal Description) and Plat No. 7, Lot No. 67, Old Oxford Road, No. Smithfield, RI as described in the attached Exhibit B (Legal Description) and made a part hereof (all of the foregoing parcels of land described in Exhibits A and B being hereinafter collectively referred to as the "Grantor's Property");

WHEREAS, the Grantor's Property is part of contaminated properties which are now part of the Landfill and Resource Recovery Superfund Site ("Site"), which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983 (48 Fed. Reg. 40671);

WHEREAS, the Grantor's Property has been determined to contain soil, soil gas and/or groundwater which is contaminated with certain hazardous materials and/or petroleum in excess of applicable residential or industrial/commercial direct exposure criteria, and/or applicable groundwater objective criteria pursuant to the Rules and Regulation for the Investigation and Remediation of Hazardous Material Releases ("Remediation Regulations") and/or applicable gas control objectives criteria set forth in Paragraph 2.0 of Section 5.0 of the Post-Closure Operation and Maintenance Plan, dated September 1996, as amended from time to time;

WHEREAS, the Grantor has determined that the environmental land use restrictions set forth below are consistent with the regulations adopted by the Rhode Island Department of Environmental Management ("Department" and/or "State") pursuant to R.I.G.L. § 23-19.14-1 et seq.;

WHEREAS, in a Record of Decision dated September 29, 1988 ("ROD") and modified by an Explanation of Significant Difference ("ESD") executed on March 8, 1991 and further modified by an ESD executed on September 16, 1996, EPA selected a remedial action for the Site, which provides, in part, for the following actions:

- a. An upgrade of the existing landfill closure to protect the groundwater, to protect the wetlands and to meet applicable or relevant and appropriate requirements;

b. Treatment of the landfill gas by thermal destruction to reduce the potential risk to public health from inhalation of the landfill vent emissions; and

c. Long term monitoring of the groundwater and air to ensure that the remedy remains protective;

WHEREAS, a Consent Decree, numbered CA 97 078, was entered in U.S. District Court for the District of Rhode Island on October 3, 1997 ("Consent Decree");

WHEREAS, Notice of the Rights and Obligations of the Consent Decree were recorded on September 25, 2009 in the North Smithfield Land Evidence Records at Book 474, Page 1, a copy of which is attached hereto as Exhibit C.

WHEREAS, the parties to the Consent Decree, which included, among others, the Grantor, agreed to provide to the State, EPA and all Performing Settling Defendants, as defined in the Consent Decree ("Performing Settling Defendants"), the right of access as set forth in the Consent Decree for:

- a. Monitoring the work as defined in the Consent Decree;
- b. Verifying any data or information submitted to the United States or the State;
- c. Conducting investigations relating to contamination at or near the Site:
- d. Obtaining samples;
- e. Assessing the need for, planning, or implementing additional response actions at or near the Site:
- f. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by the Settling Defendants or their agents, consistent with Section XXVII of the Consent Decree;
- g. Assessing Settling Defendants' compliance with the Consent Decree;
- h. Determining whether the property is being used in a manner that is prohibited by the Consent Decree or related agreements or easements; and
- i. Implementing the Work pursuant to the conditions set forth in Paragraph 93 of the Consent Decree.

WHEREAS, to prevent exposure to or migration of hazardous substances and to abate hazards to human health and/ or the environment, and in accordance with the Consent Decree, the Grantor desires to impose certain restrictions upon the use, occupancy, and activities of and at the Grantor's Property;

WHEREAS, the Grantor believes that these Restrictions will effectively protect public health and the environment from such contamination; and

WHEREAS, the Grantor intends that such restrictions shall run with the land and be binding upon and enforceable against the Grantor and the Grantor's successors and assigns.

NOW, THEREFORE, Grantor agrees as follows:

A. Restrictions Applicable to the Grantor's Property: In accordance with the Consent Decree the Grantor's Property is restricted as follows:

i. Groundwater underlying the Grantor's Property shall not be consumed or utilized in any way, except for the limited purpose of treating and/or monitoring groundwater contamination levels in accordance with plans approved by the Department, after consultation with EPA;

ii. No use or activity shall be permitted on the Grantor's Property, unless otherwise provided herein, which may impede the construction or implementation of the remedial action or which will disturb any of the remedial measures implemented or will be implemented pursuant to the Consent Decree. Such remedial measures include, without limitation, the landfill cap, monitoring wells, landfill gas monitoring probes and the gas collection and flare and surface water management systems, but may be modified from time to time as approved by EPA in consultation with the Department;

iii. No residential use of the Grantor's Property shall be permitted that is contrary to Department approvals and restrictions contained therein;

iv. No soil at the Grantor's Property shall be disturbed in any manner without written permission of the Department, except as permitted in the Consent Decree;

v. Humans engaged in activities at the Grantor's Property shall not be exposed to soils containing hazardous materials and/or petroleum in concentrations exceeding the applicable Department approved industrial/commercial direct exposure criteria set forth in the Remediation Regulations;

vi. Water at the Grantor's Property shall be prohibited from infiltrating the soil under the cap containing hazardous material and/or petroleum in concentrations exceeding the Department approved industrial/commercial leachability criteria set forth in the Remediation Regulations;

vii. No structures, subsurface or surficial, shall be constructed on the Grantor's Property;

viii. The engineered controls, which are part of the remedy described in the 1988 ROD and Exhibit C, at the Grantor's property, shall not be disturbed and shall be

properly maintained to prevent humans engaged in industrial/commercial activity from being exposed to soils containing hazardous materials and/or petroleum in concentrations exceeding the applicable Department-approved industrial/commercial direct exposure criteria in accordance with the Remediation Regulations; and

ix. The engineered controls, which are part of the remedy described in the 1988 ROD and Exhibit C, at the Grantor's Property shall not be disturbed and be properly maintained so that water does not infiltrate soils under the cap containing hazardous materials and/or petroleum in concentrations exceeding the applicable Department-approved industrial/commercial leachability criteria set forth in the Remediation Regulations.

B. Right of Access: Grantor hereby grants to the Department, EPA and all Performing Settling Defendants an irrevocable right of access at all reasonable times to the Grantor's Property. The purposes for such access are:

- a. Monitoring the work as defined in the Consent Decree;
- b. Verifying any data or information submitted to the United States or the State;
- c. Conducting investigations relating to contamination at or near the Site;
- d. Obtaining samples;
- e. Assessing the need for, planning, or implementing additional response actions at or near the Site;
- f. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by the Settling Defendants or their agents, consistent with Section XXVII of the Consent Decree;
- g. Assessing Settling Defendants' compliance with the Consent Decree;
- h. Determining whether the Property is being used in a manner that is prohibited by the Consent Decree or related agreements or easements; and
- i. Implementing the Work, as that term is defined in the Consent Decree, pursuant to the conditions set forth in Paragraph 93 of the Consent Decree.

C. No action shall be taken, allowed, suffered, or omitted at the Grantor's Property if such action or omission is reasonably likely to:

- i. Create a risk of migration of hazardous materials and/or petroleum;
- ii. Create a potential hazard to human health or the environment; or

iii. Result in the disturbance of any engineering controls, which is the remedy described in the 1988 ROD and Exhibit C, at the Grantor's Property.

D. Emergencies: In the event of any emergency which presents a significant risk to human health or to the environment, including but not limited, maintenance and repair of utility lines or a response to emergencies such as fire or flood, the application of Paragraphs A (i-ix) and C above may be suspended, provided such risk cannot be abated without suspending such Paragraphs and the Grantor complies with the following:

- i. Grantor shall notify the Department's Office of Waste Management in writing of the emergency as soon as possible but no more than (3) business days after Grantor's having learned of the emergency. (This does not remove Grantor's obligation to notify any other necessary state, local or federal agencies.);
- ii. Grantor shall limit both the extent and duration of the suspension to the minimum period reasonable and necessary to adequately respond to the emergency;
- iii. Grantor shall implement reasonable measures necessary to prevent actual, potential, present and future risk to human health and the environment resulting from such suspension;
- iv. Grantor shall communicate at the time of the written justification to the Department its intention to conduct the emergency response action and provide a schedule to complete the emergency response action;
- v. Grantor shall continue to implement the emergency response action, on the schedule submitted to the Department to ensure that the Grantor's Property is remediated in accordance with the Remediation Regulations (or applicable variance) or restored to its condition prior to such emergency. Based upon information submitted to the Department at the time the ELUR was recorded pertaining to known environmental conditions at the Property, emergency maintenance and repair of utility lines shall only require restoration of the Property to its condition prior to the maintenance and repair of the utility lines; and
- vi. Grantor shall submit to the Department, ten (10) days after the completion of the emergency response action, a status report describing the emergency activities that have been completed.

E. Release of Restriction; Alterations of Subject Area: The Grantor shall not make, or allow or suffer to be made any alteration of any kind in, to, or about any portion of the Grantor's Property inconsistent with this Restriction unless the Department approves in writing, subject to consultation with EPA, such alteration. If the Department, after consultation with EPA, determines that the proposed alteration is significant, the Department may require the amendment of this Restriction. Alterations deemed insignificant by the Department, after consultation with EPA, will be approved via a letter from the Department. The Department, after consultation with EPA, shall not approve any such alteration and shall not release the Grantor's Property from the provisions of this Restriction unless the Grantor demonstrates to the Department's

satisfaction that Grantor has managed the Grantor's Property in accordance with applicable regulations.

F. Notice of Lessees and Other Holders of Interests in the Grantor's Property: The Grantor, or any future holder of any interest in the Grantor's Property, as applicable, shall cause any lease, grant, or other transfer of any interest in the Grantor's Property to include a provision expressly requiring the lessee, grantee or transferee to comply with this Restriction. The failure to include such provision shall not affect the validity or applicability of this Restriction to the Grantor's Property.

G. Enforceability: If any court of competent jurisdiction determines that any provision of this Restriction is invalid or unenforceable, the Grantor shall notify the Department and EPA in writing within fourteen (14) days of such determination. The Grantor acknowledges that the EPA is a third party beneficiary to this Grant, and covenants not to contest the ability of EPA to utilize or enforce any provision or restriction contained within this Restriction.

H. Binding Effect: All of these terms, covenants, and conditions of this Restriction shall run with the land and shall be binding on the Grantor, its successors and assigns, and each owner during such period of ownership or possession, as well as on any other party entitled to control, possession or use of the Grantor's Property but only to the extent of and in said party's exercise of such control, possession or use.

I. Inspection & Non-Compliance: It shall be the obligation of the Grantor, or any successor owner of the Grantor's Property, to provide for annual inspections of the Grantor's Property for compliance with the ELUR in accordance with Department requirements.

A qualified environmental professional will, on behalf, of the Grantor or successor owner of the Grantor's Property evaluate the compliance status of the Grantor's Property on an annual basis. Upon completion of the evaluation, the environmental professional will prepare and simultaneously submit to the Department, EPA and to the Grantor or successor owner of the Grantor's Property an evaluation report detailing the findings of the inspection, and noting any compliance violations at the Grantor's Property. If the Grantor's Property is determined to be out of compliance with the terms of ELUR, the Grantor or successor owner of the Grantor's Property shall submit a corrective action plan in writing to the Department and EPA within ten (10) days of receipt of the evaluation report, indicating the plans to bring the Grantor's Property into compliance with the ELUR, including, at a minimum, a schedule for implementation of the plan. Notwithstanding anything to the contrary, no Work, as that term is defined in the Consent Decree, approved by EPA, in consultation with the Department, shall require amendment of this Restriction or any portion thereof, nor shall constitute or be deemed a violation of this Restriction or any portion thereof.

In the event of any violation of the terms of this Restriction, which remains uncured more than ninety (90) days after written notice of violation, all Department approvals issued to

and agreements with Grantor or successor owner of the Grantor's Property, subject to consultation with EPA, relating to the Grantor's Property may be voided at the sole discretion of the Department.

J. Terms Used Herein: The definitions of terms used herein shall be the same as the definitions contained in Sections 3 (DEFINITIONS) of the Remediation Regulations.

IN WITNESS WHEREOF, the Grantors have hereunto set his hand and seal on the day and year set forth above.

TA Consulting, LLC

By: Charles S Wilson Manager
Grantor (signature)

Charles S. Wilson, Manager

STATE OF RHODE ISLAND

COUNTY OF Kent

East Greenwich
In (CITY/TOWN), in said County and State, on the 19th day of October, 2009, before me personally appeared Charles S. Wilson, to me known by me to be the party executing the foregoing instrument and (he/~~she~~) acknowledged said instrument by (him/~~her~~) executed to be (his/~~her~~) free act and deed.

Notary Public: Dante J. Giannarino
DANTE J. GIANNARINO
My Comm. Expires: 5/26/2010

**TA Consulting
Land Usage Restriction**

EXHIBIT A

That certain tract of land situated in the Town of North Smithfield, County of Providence and State of Rhode Island, with the buildings and improvements thereon, between the northwesterly line of Pound Hill Road and the easterly line of Oxford Road, bounded and described as follows:

Beginning at the northeasterly corner of said tract at a point in the northwesterly line of said Pound Hill Road, three hundred eighty-six and 58/100 (386.58) feet southwesterly of the southeasterly corner of land now or lately of George and Minnie C. Moore and being the southeasterly corner of land now or lately of Benjamin C. Chester as described in deed recorded in Book 64 at Page 587 of the records of land evidence in said Town of North Smithfield; thence S 47° 36' W a distance of fifty (50) feet to a corner of wall and with said Pound Hill Road; then N 40° 56' W three hundred fourteen and 8/10 (314.8) feet with wall to a turn; thence N 40° 33' W seventy and 16/100 (70.16) feet to end of wall; thence N 34° 10' W one hundred twenty and 82/100 (120.82) feet to a post; thence N 39° 42' W five hundred two and 5/10 (502.5) feet to a turn; thence S 50° 15' W two hundred sixty-five and 15/100 (265.15) feet to a corner; thence N 47° 53' W one hundred twenty-six and 86/100 (126.86) feet to a corner; thence S 39° 41' W eighty-three and 39/100 (83.39) feet to a turn; thence S 55° 9' W sixty-four and 24/100 (64.24) feet to a barway; thence S 43° 40' W eleven and 99/100 (11.99) feet across said barway; thence S 26° 06' W two hundred twenty-nine and 96/100 (229.96) feet to a turn; thence S 35° 26' W one hundred forty and 09/100 (140.09) feet to a turn; thence S 33° 37' W one hundred twenty-eight and 83/100 (128.83) feet to a turn; thence S 39° 42' W sixty-one and 47/100 (61.47) feet to a turn; thence S 51° 5' E fifty-seven and 31/100 (57.31) feet to the easterly line of Oxford Road, the last fourteen courses and distances are with land now or formerly of Thomas U. and Ruth J. Michaud; thence N 50° 51' W two hundred thirteen and 18/100 (213.18) feet to a turn; thence N 40° 17' 30" W one hundred ninety-one and 8/10 (191.8) feet to a turn; thence N 18° 41' 30" W two hundred ninety and 82/100 (290.82) feet to a turn; thence N 1° 47' W one hundred eight and 16/100 (108.16) feet to a turn; thence N 4° 56' E two hundred fifty-two and 42/100 (252.42) feet to an iron pipe, the last five courses and distances are with the easterly line of Oxford Road; thence N 46° 44' E eighty and 72/100 (80.72) feet to an iron pipe; thence N 46° 44' E eighty and 72/100 (80.72) feet to an iron pipe; thence N 36° 10' E two hundred three and 6/10 (203.6) feet to an iron pipe; thence N 34° 3' E one hundred seventy-seven and 56/100 (177.56) feet to a stone bound; thence N 38° 3' E sixty-six and 7/10 (66.7) feet to a stone bound; thence N 36° 9' W two hundred seventy-three and 5/100 (273.5) feet to a stone bound; thence N 49° 22' W two hundred thirty-seven and 83/100 (237.83) feet to a stone bound; thence N 41° 4' W two hundred sixteen and 4/10 (216.4) feet to a stone bound in the easterly line of Oxford Road, the last seven courses and distances are with land of the heirs of Amanda M. Smith,

**TA Consulting
Land Usage Restriction
EXHIBIT A**

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now or lately; thence N 34° 42' 30" W one hundred thirty-two and 23/100 (132.23) feet to a turn; thence N 52° 7' W one hundred sixty-three and 41/100 (163.41) feet to a turn; thence N 30° 21' W two hundred seventy-five and 94/100 (275.94) feet to a turn; thence N 13° 49' W two hundred thirty-three and 97/100 feet (233.97) feet to a stone bound, the last four courses and distances are with the easterly line of Oxford Road; thence N 86° 29' E with land of Chester H. Maynard Jr. eleven hundred sixty-eight and 5/10 (1168.5) feet to a stone bound, a corner also of the Kendall Company; thence S 39° 52' 30" E to the northwest corner of the tract of land conveyed to said Benjamin C. Chester above-referred to; thence S 50° 7' 54" W bounding on said Chester land a distance of three hundred thirteen and 5/10 (313.5) feet to the southwesterly corner of said Chester land; thence turning and running along the southwesterly line of said Chester land a distance in all of sixteen hundred three and 45/100 (1603.45) feet, more or less, to the northwesterly line of said Pound Hill Road at the point and place of beginning.

And, however, being bounded and described being the same premises conveyed to Russell M. Lapham and Helen A. Lapham by deed of Louis A. Webster and Georgia Webster by deed dated July 22, 1958, and recorded in the records of land evidence in said Town of North Smithfield in Book 62, at page 424, EXCEPTING THEREFROM those parcels conveyed to said Benjamin C. Chester and to Eugene L. Bissonnette, et ux, said last conveyance being recorded in said records in Book 69 at page 269; reference to said deeds and conveyances being specifically incorporated herein.

AND EXCEPTING further that part of said above-described premises as conveyed to Blackstone Valley Gas and Electric Company by deed dated December 15, 1971, and recorded in said land records in Book 80 at page 622, BUT RESERVING the right of way to travel over that portion as fully described in said deed.

This conveyance is subject to the right of way granted to Rhode Island Power Transmission Co. as appears of record and insofar as the same is presently applicable to the property herein described. Subject to easements of record.

**TA Consulting
Land Usage Restriction**

EXHIBIT B

Old Oxford Road
North Smithfield, R.I.
A.P. 7, Lot 67

That certain tract or parcel of land, together with the buildings and improvements thereon, situated in the Town of North Smithfield, County of Providence, and State of Rhode Island, bounded and described as follows:

Beginning at a point in the easterly line of Oxford Road, in said Town of North Smithfield, at a pipe being a bound of land now or formerly of Russell M. Lapham; thence N 46° 44' E a distance of eighty and 72/100 (80.72) feet to a pipe; thence N. 36° 10' E two hundred three and 6/10 (203.6) feet to a pipe; thence N. 34° 03' E. one hundred seventy-seven and 56/100 (177.56) feet to a stone bound; thence N. 38° 03' E. sixty-six and 2/10 (66.2) feet to a stone bound; thence N. 36° 09' W. two hundred seventy-three and 5/10 (273.5) feet to a stone bound; thence N. 49° 22' W. two hundred thirty-seven and 85/100 (237.85) feet to a stone bound; thence N. 41° 04' W. two hundred sixteen and 4/10 (216.4) feet to a pipe in the easterly line of Oxford Road, all of said courses bounding on land now or formerly of said Russell M. Lapham; thence southerly along the easterly line of Oxford Road to the point and place of beginning.



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BY THE DISTRICT COURT

The Courtroom No. 2000-101

BOOK 478 PAGE 101

BOOK 478 PAGE 101

NOTICE OF CONSENT DECREE

Notice of Rights and Obligations, including Access and Declaration of Covenants, Conditions and Restrictions under the Consent Decree in United States and the State of Rhode Island v. Landfill & Resource Recovery, Inc., et al

NOTICE IS HEREBY GIVEN OF the Settlement Agreement and Consent Decree ("Consent Decree") entered into by the United States of America and the State of Rhode Island, as Plaintiffs and as benefitted parties under State law, and Landfill & Resource Recovery, Inc., Truk-Away of R.I., Inc., Charles Wilson and David Wilson, among others, as Defendants, in Civil Action No. 97-078, filed in the United States District Court in the District of Rhode Island. The Consent Decree was entered on October 3, 1997. The Consent Decree addresses, among other matters, the following:

1. The Owner Settling Defendants' grant of a right of access on the Owner Settling Defendants' property, designated at Plat 7, Lots 9, 9A, 10, 11, 67, 68 and a portion of Lot 3, by the Tax Assessor of the Town of North Smithfield, County of Providence, Rhode Island, to the United States, the State of Rhode Island, and the United States' and State-authorized representatives, and the Performing Settling Defendants;
2. Imposition of covenants, conditions and restrictions restricting certain uses of the Owner Settling Defendants' property;
3. Payment of a sum in settlement of the Defendants' liabilities to the United States on behalf of the United States Environmental Protection Agency ("EPA") under Sections 106(b)(1) and 107 of CERCLA, 42 U.S.C. §§ 9606(b)(1) and 9607, and to the State under Section 107 of CERCLA, 42 U.S.C. §9607, R.I.G.L. Chapters 46-13.1, 23-19.1, 42.17.1, 23-3 and 23-18.9;
4. Performance by Owner Settling Defendants and Performing Settling Defendants of response actions to implement and maintain the Record of Decision for the Site to address the release and threatened release of hazardous substances at the Site;
5. Conditions on the Owner Settling Defendants' transfer of the Owner Settling Defendants' property, including Paragraph 8 of the Consent Decree, which provides, in pertinent part, for prior notice to the United States and the State of the proposed transfer and for notice to the prospective transferee of the Consent Decree (including the access provisions) and covenants, conditions and restrictions on the property required pursuant to the Consent Decree. Any instrument of conveyance shall contain a notice that the property is the subject of the Consent Decree and is subject to covenants, conditions and restrictions.
6. Covenants not to sue; and
7. Reservations of rights.

Copies of the Consent Decree may be obtained by writing: BOOK 478 PAGE 102

U.S. Environmental Protection Agency
Office of Site Remediation and Restoration
1 Congress Street
Suite 1100
Boston, MA 02114-2023

Reference: Superfund Docket No. 01-30

IN WITNESS WHEREOF, the parties to said action have executed or have caused this instrument to be executed as of this September 24, 2009.

TA Consulting, LLC
Successor-in-Interest to Landfill & Resource
Recovery, Inc.

By Charles S. Wilson
Printed name: CHARLES S. WILSON
Its: MEMBER

Truk-Away of R.I., Inc.

By Charles S. Wilson, President
Printed name: CHARLES S. WILSON
Its: PRESIDENT

Charles S. Wilson
Charles S. Wilson

David Wilson
David Wilson

STATE OF RHODE ISLAND
COUNTY OF Providence

In Providence on this 27th day of September, 2009, before me personally appeared Charles Wilson, in his capacity as Member of TA Consulting, LLC, to me known and known by me to be the person executing the within instrument in such capacity, and he acknowledged said instrument so executed to be his free act and deed in such capacity and the free act and deed of TA Consulting, LLC.

Dante J. Giannone
Notary Public
Printed name: Dante J. Giannone
My commission expires: 5/27/10

STATE OF RHODE ISLAND
COUNTY OF Providence

In Providence on this 27th day of September, 2009, before me personally appeared Charles Wilson, in his capacity as President of Truk-Away of R.I., Inc., to me known and known by me to be the person executing the within instrument in such capacity, and he acknowledged said instrument so executed to be his free act and deed in such capacity and the free act and deed of Truk-Away of R.I., Inc.

Dante J. Giannone
Notary Public
Printed name: Dante J. Giannone
My commission expires: 5/27/10

STATE OF RHODE ISLAND
COUNTY OF Providence

In Providence on this 27th day of September, 2009, before me personally appeared Charles S. Wilson, to me known and known by me to be the person executing the within instrument in such capacity, and he acknowledged said instrument so executed to be his free act and deed.

Dante J. Giannone
Notary Public
Printed name: Dante J. Giannone
My commission expires: 5/27/10

STATE OF RHODE ISLAND
COUNTY OF Providence

In Providence on this 21 day of September, 2009, before me personally appeared David Wilson, to me known and known by me to be the person executing the within instrument in such capacity, and he acknowledged said instrument so executed to be his free act and deed.

Debra A. Todd

Notary Public

Printed name: Debra A. Todd

My commission expires: 9/27/2011

RECORDED IN NORTHEMITHFIELD RI Nov 10, 2009
AT 09:22:47A ATTEST DEBRA A TODD
Town Clerk

RECORDED IN NORTHEMITHFIELD RI Sep 05, 2009
AT 09:08:47A ATTEST DEBRA A TODD
Town Clerk