

DeLaRosa, Stephanie (PUC)

From: Cunningham, Joseph <Cunningham.Joseph@epa.gov>
Sent: Thursday, January 15, 2026 8:42 AM
To: atlabarre@rienergy.com; GGBrolinJr@RIEnergy.com; psmolcha@coneco.com
Cc: George, Linda (DPUC); Scott Gibbs; DeLaRosa, Stephanie (PUC); Jurgens, Valerie; Meeks, Sarah; Moulton, Trevor (DEM); Kulpa, Paul (DEM); Mike Apfelbaum; brucet@demaximis.com; kboretsky@demaximis.com; Kim Reinauer; Shepard, Zachary (RIDOH); McCarthy, Elizabeth; Ricker, James; Sean.Czarnecki@aecom.com
Subject: Woonsocket Substation - Nasonville Substation 115kV Transmission Line Project at L&RR Superfund Site in North Smithfield, Rhode Island
Attachments: Agency Response to Coneco RIE project.pdf
Follow Up Flag: Follow up
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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





REGION 1

BOSTON, MA 02109

January 15, 2026

Sent via e-mail and USPS

Al LaBarre
Vice President and Chief Operating Officer
Narragansett Electric Company d/b/a Rhode Island Energy
280 Melrose Street Providence, RI 02907

TA Consulting LLC
c/o David Wilson
215 Cedar Street
Warwick, Rhode Island 02818

Jay Brolin, Jr.
Narragansett Electric Company d/b/a Rhode Island Energy
280 Melrose Street Providence, RI 02907

Parrish C. Smolcha
Project Manager
Coneco Engineers & Scientists, Inc.
758 Eddy Street #201
Providence, RI 02903

RE: Woonsocket Substation - Nasonville Substation 115kV Transmission Line Project

Messrs. LaBarre, Brolin, Wilson, and Smolcha –

On January 5, 2026 the United States Environmental Protection Agency (US EPA) learned from the State of Rhode Island that The Narragansett Electric Company (TNEC) (the “Applicant”) has submitted a proposal to upgrade high voltage electrical transmission lines adjacent to, and through, two Federally-regulated Superfund sites in the Towns of North Smithfield and Burrillville, Rhode Island, also known as “Woonsocket Substation - Nasonville Substation 115kV Transmission Line Project”. US EPA was not properly notified in advance by TNEC of this Transmission Line Project. TNEC’s contractor attempted to notify US EPA by email but the address used contained multiple typos and the email was returned as undeliverable, and no follow-up hard copy was sent via USPS as required. As a result, although the proposal was issued in March 2025, US EPA has not yet had the opportunity to provide input or communicate with the Applicant to address potentially serious impacts to human health and the environment or interference with ongoing active groundwater remedies at the Superfund Sites.

It is the understanding of US EPA that the Applicant intends to install caissons with towers set up to 20 feet below ground surface to support new high voltage wires and will require removal of large

quantities of soil as well as extensive dewatering. The proposed locations of transmission utility poles Number 16 and 17 are located in North Smithfield Plat 7, Lots 9 and are in the middle of the Landfill & Resource Recovery Superfund (L&RR) Site and immediately adjacent to a RCRA Subtitle C hazardous waste landfill that is part of the Site. Both the soil and groundwater in this area are contaminated with Volatile Organic Compounds (VOCs), metals, and Per- and Polyfluoroalkyl Substances (PFAS) compounds.

Please be aware that the lots identified (Plat 7, Lots 9 and 67), owned by TA Consulting LLC, are subject to an Environmental Land Use Restriction (ELUR) recorded in 2009 as part of a Federally mandated institutional control that is a critical component of the cleanup remedy for the Site. The ELUR prohibits removal of groundwater or disturbance of soil without approval from RI Department of Environmental Management in conjunction with US EPA (see Section A of the Attachment). Section H of the ELUR states that the restrictions are binding on the owner (Grantor) and “any other party entitled to control, possession or use of the Grantor’s Property” which includes TNEC.

As of the date of this letter, US EPA has not reviewed or approved any environmental management plans by the Applicant. On January 7, 2026, US EPA reached out to the consultant for the Applicant, Coneco Engineers & Scientists, and requested, but has not yet received, copies of the following plans:

- Health and Safety Plan;
- Soil Management Plan;
- Dewatering and water management plan;
- Sampling and Analysis Plan;
- Equipment, Machinery, and Personnel Decontamination Plan;
- Stormwater Management Plan; and
- Off-site disposal plan for investigative and construction derived waste.

The US EPA requests that the Applicant provide copies of these documents for review to ensure compliance with the ELUR and that there are no adverse impacts to human health and the environment from the Transmission Line Project. Working collaboratively with the Agencies is essential to limit impacts to the on-going *in situ* chemical oxidation remedy occurring at the Site and in close proximity to the proposed work area. The ELUR requirements are in place both to protect human health and the environment, and to prevent additional parties from incurring liability under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 42 U.S.C. § 9601 et. Seq. for response actions at the Site.

Sincerely,

Joe Cunningham, PE
Remedial Project Manager
Superfund & Emergency Response Division
United States Environmental Protection Agency

Attachment: 2009 ELUR

ECC: Linda George, Administrator, Rhode Island Public Utilities Commission
Scott Gibbs, Town of North Smithfield Administrator
Stephanie De LaRosa, Commission Clerk, Rhode Island Public Utilities Commission
Valerie Jurgens, Acting NH/RI Section Manager, US EPA
Sarah Meeks, Office of Regional Counsel, US EPA
Trevor Moulton, RI DEM
Paul Kulpa, RI DEM
Mike Apfelbaum, Woodard and Curran
Bruce Thompson, De Maximis
Kyle Boretsky, De Maximis
Kim Reinauer, Woodard and Curran
Zachary Shepard, Rhode Island Department of Health



SDMS DocID 465320

Superfund Records Center
SITE: LFRR
BREAK: 8.7
OTHER: 465320

RECEIVED FOR RECORD
NORTH SMITHFIELD R.I.

Nov 10, 2009 at 09:24:28A

BOOK 478 PAGE 105
DOC #: 00014273

ENVIRONMENTAL LAND USAGE RESTRICTION

This Declaration of Environmental Land Usage Restriction ("Restriction") is made on this 19th day of October, 2009 by Charles S. Wilson and his 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. 10, Old Oxford Road, North Smithfield, RI as described in the attached Exhibit A (Legal Description), Plat No. 7, Lot No. 11, Old Oxford Road, No. Smithfield, RI as described in the attached Exhibit B (Legal Description), and Plat No. 7, Lot No. 68, No. Smithfield, RI as described in the attached Exhibit C (Legal Description), and made a part hereof (all of the foregoing parcels of land described in Exhibits A, B and C 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 D.

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 D, 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 D, 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 D, 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.

Charles S. Wilson

Charles S. Wilson
Grantor (signature)

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. Giannone
DANTE J. GIANNONE
5/26/2010

My Comm. Expires:

**Charles S. Wilson
Land Usage Restriction**

EXHIBIT A

Old Oxford Road
North Smithfield, R.I.
A.P. 7, Lot 10

That certain lot of land situated in the Town of North Smithfield, County of Providence and State of Rhode Island, and described as follows:

A certain parcel of land situated on the northeasterly side of Old Oxford Road sometimes known as Old Forge Road in the Town of North Smithfield, County of Providence and State of Rhode Island, comprising lot numbered 10 on the North Smithfield Assessors Plat numbered 7 which is particularly bounded and described as follows, viz:

Beginning at a stone bound set in the northeasterly line of said road at the most southerly corner of a parcel of land which was conveyed by Herbert E. Maynard to Chester H. Maynard, Jr. by deed dated February 13, 1940 and recorded in the Registry of Deeds in said North Smithfield in Deed Book 42 at Page 67, which is numbered 11 on said Assessor's Plat 7 and at the most westerly corner of said lot numbered 10 on Assessors Plat Numbered 7; then N. 73° 32' 40" E., bounding northwesterly on said Maynard land, numbered 11, as aforesaid, eleven hundred nineteen and 85/100 (1119.85) feet to another stone bound at land now or formerly of Alice A. King; thence S. 13° 16' 48" E., bounding northeasterly on said King land, two hundred fourteen and 41/100 (214.41) feet to another stone bound set at junctions of lands of said King, with land of Paul and Estelle Hale, land now or formerly of Augustus M. Ballou and the land hereby described; thence S. 73° 32' 40" W., bounding southeasterly on said Ballou land, about eleven hundred twenty (1120) feet to said road; thence N. 16° 11' 20" W., bounding southwesterly on said road, about two hundred fourteen and 41/100 (214.41) feet to the stone bound at the point of beginning.

**Charles S. Wilson
Land Usage Restriction**

EXHIBIT B

Old Oxford Road
North Smithfield, R.I.
A.P. 7, Lot 11

That certain tract of land containing twelve acres more or less, situate in said North Smithfield on Pine Plain so-called, bounded as follows:

Beginning at a stake and stone at the southwest corner of the premises on the east side of the highway; thence N. 83° E. 68 rods and 10 links to stake bounded on the south by land now or formerly of Henry S. Mansfield; thence N. 1° W. 29 rods and 6 links to a stone set in the ground bounded by land now or formerly of J. and W. Slater; thence S. 83° W. about 70 rods by said Mansfield's land to stone at highway; thence with highway S. 5-3/4° E. 28 rods and 18 links to place of beginning.

Being further described as lot numbered 11 on the North Smithfield Assesor's Plat numbered 7.

EXCEPTING THEREFORE, that parcel consisting of 8.549 acres conveyed to Blackstone Valley Electric Company by deed dated September 18, 1970 and recorded in Book 78 at page 958.

**Charles S. Wilson
Land Usage Restriction**

EXHIBIT C

Pound Hill Road
North Smithfield, R.I.
A.P. 7, Lot 68

A certain tract or parcel of land, with buildings and improvements on the northwesterly side of Pound Hill Road in the Town of Smithfield, County of Providence, and State of Rhode Island, bounded and described as follows:

BEGINNING at a point in the northwesterly line of Pound Hill Road at a corner of land now or lately of Landfill & Resource Recovery, Inc. ("Landfill"); thence northwesterly, bounded southwesterly by said Landfill land, a distance of three hundred seventy-four and 7/100 (374.07) feet to a point; thence turning an interior angle of 173°-14'-00", bounded southwesterly by said Landfill land, and running northwesterly a distance of one hundred forty-eight and 50/100 (148.50) feet to a point; thence turning an interior angle of 187°-09'-43" and running northwesterly; bounded southwesterly in part by said Landfill land, in part by land now or lately of Blackstone Valley Electric Company ("Blackstone") and in part by other land now or lately of Landfill, a distance of one thousand one hundred sixty and 81/100 (1160.81) feet to a point; thence turning an interior angle of 88°-35'-00" and running northeasterly; bounded northwesterly in part by said Landfill land and in part by said Blackstone land, a distance three hundred thirteen and 50/100 (313.50) feet to a point; thence turning an interior angle of 90°-00'-00" running southeasterly, bounding northeasterly in part by said Blackstone land and in part by land now or lately of Alfred E. Caron and wife, a distance of one thousand two hundred twenty-four and 14/100 (1224.14) feet to a fieldstone bound at land now or lately of George B. Moore and wife; thence turning an interior angle of 192°-18'-25" and running southeasterly, bounded northeasterly by said Moore land, a distance of ninety-two and 34/100 (92.34) feet to land now or lately of Lester White and Rochelle Masse; thence turning an interior angle of 86°-22'-55" and running southwesterly, bounded southeasterly by said last named land, a distance of one hundred fifty and NO/100 (150.00) feet to a point; thence turning an interior of 282°-13'-10" and running northeasterly, bounded northwesterly by said last named land, a distance of three hundred twenty-three and 28/100 (323.28) feet to said Pound Hill Road; thence turning an interior angle of 87°-08'-00" and running southeasterly, bounded northeasterly by said Pound Hill Road, a distance of seventy-three and 50/100 (73.50) feet to a point; thence turning an interior angle of 167°-31'-10" and running southeasterly, bounded northeasterly by said Pound Hill Road, a distance of two hundred eleven and 6/100 (211.06) feet to the point of beginning, said last course forming an interior angle of 87°-27'-15" with the first course herein described. Containing 474,611 square feet or 10.896 acres of land by calculation. Or however otherwise the same may be bounded and described.

BEING the same premises described as Plat 7, Lot 68 in the Tax Assessor's Records of the Town of North Smithfield.



FILED AND FORWARDED
SECRETARY OF THE DISTRICT COURT
DISTRICT OF RHODE ISLAND
PROVIDENCE, RHODE ISLAND
BOOK 474 PAGE 1
OCT 10 1997

NOTICE OF CONSENT DECREE

BOOK 478 PAGE 115

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:

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 27, 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

BOOK 478 PAGE 117

In Providence on this 27th day of September, 2009, before me personally appeared Charles S. 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.

Debra J. Guarnarice
Notary Public
Printed name: Debra J. Guarnarice
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, 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.

Debra J. Guarnarice
Notary Public
Printed name: Debra J. Guarnarice
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.

Debra J. Guarnarice
Notary Public
Printed name: Debra J. Guarnarice
My commission expires: 5/27/10

STATE OF RHODE ISLAND
COUNTY OF Providence

In Providence on this 21st day of November, 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.

[Signature]
Notary Public

Printed name: David J. Williams
My commission expires: 1/27/2011

RECORDED IN NORTSMITHFIELD RI Nov 10, 2009
AT 09:24:28A ATTEST DEBRA A TODD
Town Clerk

RECORDED IN NORTSMITHFIELD RI Sep 25, 2009
AT 09:08:47A ATTEST DEBRA A TODD
Town Clerk