



**SOUTHEASTERN
CONNECTICUT
COUNCIL OF
GOVERNMENTS**

5 Connecticut Avenue
Norwich, CT 06360
(860)889-2324
secogct.gov

Representing 22 towns, cities, and boroughs in
Southeastern Connecticut.

REQUEST FOR PROPOSALS: QUALIFIED ENVIRONMENTAL PROFESSIONAL FOR THE SECOG BROWNFIELDS ASSESSMENT COALITION GRANT: 130 INLAND ROAD TOWN OF SPRAGUE

RFP BF #2025-03



SECOG
5 Connecticut Avenue
Norwich, CT 06360

*If disability or language assistance is needed, please contact SECOG at 860-889-2324,
office@secogct.gov.*

Si necesita asistencia lingüística, por favor comuníquese a SECOG.

如果需要残障或语言帮助，请联系 SECOG.

A. General Information

1. Proposal Due Date and Submittal Location

The Proposal Response must be received by 4:00PM EST on Wednesday November 26, 2025 by way of digital submission.

The Proposal Response must be emailed to SECOG's Environmental Planner, Emily Bigl, at ebigl@secogct.gov.

The subject line of the email must be clearly marked: **SECOG RFP BF #2025-03 - 130 INLAND RD TOWN OF SPRAGUE ENVIRONMENTAL PROFESSIONAL.**

Proposers must submit a proposal response in two separate parts:

- (1) One Technical Proposal Response (non-price) and;
- (2) One Price Proposal Response

The digital submission must contain two zipped file folders marked "[Proposer Name] – Technical Response to SECOG RFP" and "[Proposer Name] – Price Response to SECOG RFP." The cover letter may be submitted as part of the Technical Proposal. Responses to this RFP shall not be accepted after the date and time indicated. Do not include any pricing information in the Technical Response folder. Failure to comply with this requirement shall result in rejection of your firm's response to this RFP.

2. Questions

Any questions pertaining to the RFP should be emailed to ebigl@secogct.gov by 4:00PM on Friday November 14, 2025. Responses to all questions received will be posted online at <https://secogct.gov/rfp-rfq> on Tuesday November 18, 2025. Neither Ms. Bigl nor any other employee at SECOG is authorized to give interpretations of any portion of the RFP or to give information as to the requirements of the RFP outside of the information that is already provided and contained in the RFP. Interpretations of the RFP or additional information as to its requirements, where necessary, shall be communicated to Proposers by written addendum, which addendum shall be considered part of this RFP, including any changes or interpretations which may arise.

3. Modifications to Proposals

A Proposer may correct, modify, or withdraw a proposal by digital notice received by ebigl@secogct.gov prior to the time set for the opening of proposals (i.e. the proposal deadline). After the opening, a proposal response contractor may not change the price or any other provision of the proposal response in a manner prejudicial to the interest of

SECOG or to fair competition. Proposal response modifications must be submitted in a digital zip folder emailed to ebigl@secogct.gov clearly labeled "Modification No. ____." Each modification must be numbered in sequence and must reference the original Request for Proposals.

4. Changes to RFP

At any time, in its sole discretion, SECOG may by written addenda, modify, correct, amend, cancel, and/or reissue this RFP. If an addendum is issued prior to the Proposal Due Date, it will be posted online at <https://secogct.gov/rfp-rfq>.

5. Receipt and Opening of Proposals

Proposal responses will not be opened publicly but will be opened in the presence of one or more witnesses at the time stated in the due date section of the document. The contents of proposals shall remain confidential and shall not be disclosed to competing Proposers until the completion of the evaluation or until the maximum time for acceptance, as stated below. At opening of proposals, SECOG shall prepare a register of proposals for public inspection.

6. Acceptance or Rejection of Proposals

SECOG will either accept a proposal or reject all proposals within ninety (90) days after the proposal opening date. The time for acceptance may be extended for up to forty-five (45) additional calendar days by mutual agreement between SECOG and the responsive and responsible Proposer offering the most advantageous proposal.

SECOG may cancel the RFP, or reject, in whole or in part, any and all proposals, if SECOG determines that the cancellation or rejection serves the best interests of SECOG.

Acceptance shall be a digital notice signed by an authorized representative on behalf of SECOG specifically stating the proposal is accepted or by execution of an agreement covering the subject matter of the RFP signed by authorized representatives of SECOG and the Proposer.

Rejection of a proposal response shall be only by either (a) a digital notice stating that the proposal response is not accepted, or (b) omission of SECOG to accept the proposal response within 90 days after the Proposal Due Date.

7. EPA Terms and Conditions

Selected Proposer must abide by the Terms and Conditions of the Environmental Protection Agency (EPA) brownfields assessment grants enclosed as Attachment C.

8. Evaluation Procedures and Negotiation

Only Proposers which meet the Quality Requirements may have their proposal responses evaluated based on the evaluation criteria set forth in this RFP. SECOG will use the evaluation criteria described below to evaluate such proposals.

SECOG reserves all its rights at law and equity with respect to this RFP including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this RFP, to reject any and all proposals, to waive defects or irregularities in proposals received, to seek clarification of proposals, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions and modifications with one or more Proposers, to terminate further participation in the proposal process by a Proposer or to proceed with any proposal or modified proposal, which in its judgment will, under all circumstances, best serve SECOG's interests. The holding of any discussions with any Proposer shall not constitute acceptance of a proposal, and a proposal may be accepted with or without discussions.

SECOG may give oral or written notice to one or more Proposers to furnish additional information including but not limited to interviews with and presentations to SECOG representatives. The giving of such notice shall not be construed as an acceptance of a proposal. Information requested shall be submitted within three (3) business days after SECOG's request, unless a shorter or longer time is specified at the time of request.

9. Proposal Preparation Costs

SECOG shall not be responsible for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred as part of this RFP response.

10. Use of Terms

For the purposes of the RFP, any reference to "bid" shall mean "proposal"; and any reference to "Bidder" shall mean "Proposer."

11. No Obligation or Liability

No Proposer shall have any rights against SECOG arising from the contents of this RFP, the receipt of proposals, or the incorporation in or rejection of information contained in any proposal or in any other document. SECOG makes no representations, warranties, or guarantees that the information contained herein, or in any addenda hereto, is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by SECOG shall not create or be deemed to create any

obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its proposal, expressly agrees that it has not relied upon the forgoing information, and that it shall not hold SECOG liable or responsible therefore in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement, or promise, of SECOG, its directors, officers, agents, representatives or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this RFP or Contract and the Proposer agrees that it shall not hold SECOG liable or responsible in any manner whatsoever.

B. Introduction

The Southeastern Connecticut Council of Governments (SECOG), a Regional Organization, was awarded a Brownfields Assessment Coalition Grant by the U.S. Environmental Protection Agency (EPA) in the FY 2025 competition. The Qualified Environmental Professional (QEP) firm selected for this project will also assist with compliance with all terms and conditions of the Brownfields Assessment cooperative agreement and ensure all deliverables necessary for reporting and record keeping are received.

The Coalition Grant is structured around three (3) Geographic Boundaries. Through this RFP solicitation, SECOG is seeking a Qualified Environmental Professional (QEP) for preliminary brownfield assessment work specifically limited to one site (130 Inland Rd) within one of the three Geographic Boundaries (Town of Sprague) identified in SECOG's application. *The tasks identified in this RFP's Scope of Work reflect only a portion of the work to be completed by SECOG under the EPA Cooperative Agreement; RFPs for the scopes of work associated with the two other Geographic Boundaries have been issued separately.*

Additionally, the Town of Sprague, one of SECOG's member municipalities, was awarded brownfields assessment funding by the Connecticut Department of Economic and Community Development (CT DECD) in 2023 to pursue assessment activities at the 130 Inland Road site, work which has not yet commenced. SECOG and the Town of Sprague are leveraging these combined funding sources to advance brownfield assessment work in a coordinated and complementary manner in the Town of Sprague.

The Cooperative Agreement between SECOG and the US EPA will be for a period of four years (2025-2029). Should further response actions be required at this site after the completion of the current scope, SECOG reserves the right to retain the selected QEP(s) firm for additional services beyond the original Scope of Work. The contract associated with this RFP could be extended for a four-year period. SECOG expects funds to be available for additional future tasks at this site, and reserves the right to amend the current scope to include future tasks after negotiation and agreement between both parties. In addition, SECOG may amend or extend

this contract beyond the initial four years to accommodate the terms and conditions of future EPA grants awarded to SECOG within this four-year period provided a market survey conducted by SECOG indicates the prices the QEP firm (contractor) proposes are reasonable.

C. Background

As the regional planning agency for Southeastern Connecticut, SECOG provides planning services and technical support to the 22 municipalities with representation on the SECOG Board. Southeastern Connecticut, a region containing some of the most disadvantaged small cities and towns in the state, hosts massive former textile mills and other factories that are now blighted, contaminated, and vacant. Sprague, a small, rural town in the SECOG region, is burdened by several of the largest brownfields in the state. This small town of less than 3,000 people contains seven identified brownfield sites with a combined area of over 900 acres, one Superfund site (SEMS), and six inactive and one active RCRA hazardous waste sites. Sprague remains a rural town with village areas that have yet to recover from industrial decline and suffers from ongoing flooding threats from Shetucket River. Low-income residents with high populations of children and elderly are challenged with lack of health insurance, transportation access, health impacts including asthma, and food desert concerns.

130 Inland Rd, Sprague, CT (Parcel ID: 20-02-08) is a 420-acre former paper mill with 10 buildings built from 1928-1988. These structures range in size from 1,300 to 370,000 square feet (sf) along with four sheds (ranging from 96 to 375 sf) and four elevated tanks (100,000 to 1,000,000 gallons capacity) dispersed on the property. The site has been mostly vacant since it was abandoned in 2014 and acquired by the Town of Sprague through tax foreclosure in 2017. Approximately 25 acres of the property are currently leased to Casella Waste for diesel truck maintenance and repairs. Based on its prior use as a paper mill, landfill sites, and former quarry it is suspect that significant contamination remains. The site contains an abandoned fuel oil tank, septic collection systems, and drainage fields located near the water bodies of Papermill Pond, Versailles Pond, and Little River, all of which are designated impaired waters with mercury contamination. Suspected contamination raises serious environmental concerns, including the risk of impacting drinking water sources. Versailles Pond is currently under its own investigation process by order issues to International Paper, a previously certified party of the site. There is a separate ongoing order process for Versailles Pond. Paper Mill Pond (in part) is also subject to the order for Versailles Pond. While there have been varying levels of investigations into areas of the site, some sections of the site, such as the five lagoons to the north of the property and the building next to the Paper Mill Dam, need additional attention and investigation. The site's proximity to wetlands makes it a priority for cleanup to protect both environmental and public health. The site is within a FEMA designated flood zone and has several land use restrictions. Additionally, the large size of the site means that cleanup will allow

for new development in the town that can support Sprague's rural villages of Baltic, Hanover and Versailles. See Attachments E and F for additional site information.

D. Project Approach

D.1 Scope of Work

The Scope of Work below applies to the entire site area of 130 Inland Rd.

Task 1: Phase I ESA, Conceptual Site Model, Regulatory Status Update, Data Gap Analysis, and Phase II Scope Recommendation and Cost Estimate

The QEP firm shall conduct an All Appropriate Inquiry (AAI) Phase I Environmental Site Assessment in accordance with ASTM E1527-21, followed by development of a Conceptual Site Model (CSM), an Environmental Regulatory Status Summary, a Data Gap Analysis, and a Phase II Scope of Work Recommendation and Cost Estimate. These tasks will form the technical foundation for future site investigation and remediation planning.

1.1. Phase I Environmental Site Assessment

The Contractor will:

- Prior to performing any site work, complete a Site Eligibility Checklist, to be provided by SECOG.
- Prior to performing any site work, coordinate and obtain an access agreement with the site owner.
- Conduct an AAI compliant Phase I ESA in accordance with ASTM E1527-21, or the latest recognized ASTM standard at the time the assessment is performed, and complete an All Appropriate Inquiries (AAI) final report. The AAI report must be accompanied by a completed "All Appropriate Inquiries: Reporting Requirements Checklist for Assessment and Multipurpose Grant Recipients" that will be provided by SECOG.
- Perform site reconnaissance and interviews with site representatives and municipal staff.
- Review relevant files from:
 - The Client
 - CT DEEP
 - U.S. EPA
 - Local municipal agencies
- Document findings in a Phase I ESA report
- Integrate findings into the Conceptual Site Model and subsequent analysis.

1.2. Conceptual Site Model (CSM)

The Contractor will prepare a CSM in Excel table format, following the CT DEEP Site Characterization Guidance Document (SCGD). The CSM shall include:

- AOC / REC Number and Name
- Location
- Constituents of Concern
- Release Mechanisms
- Transport Mechanisms
- Known or Potential Receptors
- Soil and Groundwater/Surface Water Investigation Locations
- Investigation and Remediation Status
- Identified Data Gaps
- Recommendations for Additional Work

GIS-based maps will accompany the CSM to show:

- AOC/REC boundaries
- Historical and current investigation/remediation locations
- Areas requiring further investigation

1.3. Regulatory Status Update

The Contractor will compile a regulatory summary addressing, as applicable:

- Outstanding consent orders, violations, or enforcement actions
- Status of hazardous waste storage/closure and landfill activity
- Property status under the CT Transfer Act
- Participation in Brownfields Liability Relief or Stewardship Programs
- Emerging contaminants (e.g., PFAS)
- Reported or unreported Significant Environmental Hazards
- Other site-specific regulatory considerations

1.4. Data Gap Analysis

Using data compiled during the Phase I and CSM development, the Contractor will:

- Identify investigation and remediation gaps by AOC/REC
- Prepare a Data Gap Table listing missing or insufficient data and required follow-up
- Provide GIS figures showing recommended sampling or further assessment areas
- Tailor gap analysis to potential reuse scenarios (e.g., commercial/industrial, residential, passive recreation)

1.5. Phase II Scope Recommendation and Cost Estimate

The Contractor will provide a Report summarizing recommended Phase II investigation and/or remediation activities required to address data gaps and meet regulatory requirements. The report shall include:

- Clear recommendations for Phase II scope elements
- Estimated budgetary costs for each major activity (including number of hours and contractor billing rate)

Task 1 Deliverables*:

- Site Eligibility Checklist and Site Access Agreement
- Phase I ESA Report
- Conceptual Site Model (Excel + GIS figures)
- Regulatory Status Summary Report
- Data Gap Analysis Report (tables + maps)
- Phase II Scope Recommendation Letter with Cost Estimate

*All Task 1 Deliverables shall be submitted to SECOG in draft form for comment, then again as a final version with feedback incorporated. Deliverables shall be signed by the QEP or LEP as applicable.

Task 2: Phase II ESA

The QEP firm will be responsible for conducting a Phase II ESA based on the findings and needs identified during the Phase I ESA. For the Phase II ESA, the QEP firm will be responsible for the following:

- Meeting with project team members to plan Phase II
- Considering maximizing efficiencies and minimizing negative impacts of site assessments by incorporating resiliency and sustainable principles/techniques that are applicable to Phase II assessment activities
- Preparing a draft SSQAPP, based on the QEP firm's EPA-approved QAPP, documenting the proposed Phase II activities and testing including but not limited to boring and monitoring well installation, soil and groundwater sampling and analysis, hazardous building materials survey and applicable testing and any other investigative methodologies and testing as needed to characterize the site conditions and address data gaps.
- Submitting draft site-specific QAPP addendum to project team members, DECD, and EPA for review and comments
- Submitting final site-specific QAPP addendum to project team members, DECD, and EPA
- Performing Phase II field work according to plan
- Submitting draft Phase II report to project team members, DECD, and EPA

- Submitting final Phase II report to project team members, DECD, and EPA once feedback has been received
- Implementing additional Phase II investigations as appropriate to delineate extent of contamination

Task 2 Deliverables*:

- Phase II planning meeting with project team
- EPA-approved QAPP with site-specific information
- Phase II ESA

*Task 2 Deliverables shall be submitted to SECOG in draft form for comment, then again as a final version with feedback incorporated. Deliverables shall be signed by the QEP or LEP as applicable.

Task 3: Community Liaison Technical Support

SECOG will hire a Community Liaison to facilitate localized outreach through small group conversations in the Sprague area. In support of community engagement and brownfield literacy, the Contractor shall develop a training for SECOG's Community Liaison as part of the broader effort to increase local capacity and ensure transparent communication of environmental conditions and redevelopment strategies.

The QEP shall:

- Create a tailored training curriculum outline covering:
 - Brownfield basics
 - Environmental processes
 - Risk and health communication
 - Redevelopment strategies
 - Community engagement
- Develop training slides inclusive of above focus areas, including case studies and talking points for outreach. Slides should be submitted in both draft and final forms to SECOG.
- Once the community liaison is hired, deliver the training. Coordinate with SECOG and the community liaison to ensure consistent messaging and prepare the liaison(s) for outreach activities.

Task 3 Deliverables:

- Training curriculum and materials
- Coordination with SECOG and liaison(s) to answer questions and explain technical concepts

- Informal documentation of major discussions and outcomes for project recordkeeping (as requested)

Task 4: Cooperative Agreement Oversight

While the majority of the administrative and reporting requirements will be undertaken by SECOG and the Town of Sprague, the QEP will play a supporting role throughout the grant period for this task.

The QEP firm will be responsible for providing timely and accurate data and information (including but not limited to parcel data, ESA report data, and contaminant information) updates to SECOG's ACRES database and contributing to quarterly and final reports and associated forms.

Additionally, following the execution of the QEP firm contract and prior to the commencement of any grant-funded activities, the QEP will organize and lead a kickoff meeting with the project team as established by SECOG to set project expectations and coordination protocols. The QEP will also be responsible for attending monthly check-in meetings with SECOG staff.

Task 4 Deliverables:

- Submission of site updates and relevant data to SECOG's ACRES database
- Contributions to DECD and other quarterly reports, required forms, and final reports
- Planning and facilitation of a project kickoff meeting
- Attending monthly check-in meetings with SECOG staff

E. Schedule

October 22, 2025	RFP published and advertised
November 14, 2025	Deadline for submission of questions at 4:00PM EST
November 18, 2025	Responses to submitted questions posted on https://secogct.gov/rfp-rfq
November 26, 2025	Proposals due at 4:00PM EST
December 11, 2025	Selection Committee completes reviews
December 12, 2025	Interviews will be scheduled at the discretion of SECOG. If interviews are held, contractor notification regarding interviews (only contractors to be interviewed will be telephoned and emailed)

December 17, 2025	Contractor interviewed by Selection Committee
December 19, 2025	Contractor notification of award (All contractors submitting proposals will receive written notification of award/non-award)
January 14, 2026*	Contract execution
July 14, 2027	Contract completion

*If the U.S. government remains shut down as of this date, the contract execution date will occur as soon as practicable following the resumption of government operations.

F. Proposal Requirements

F.1 Submittal

The Proposal must be received by 4:00PM EST on Wednesday November 26, 2025 by way of digital submission. All materials submitted in response to this RFP become the property of SECOG and may be returned at the option of SECOG. SECOG retains the right to reject any and/or all proposals received, to negotiate with any qualified source, or to cancel in part or in its entirety this RFP as in the best interest of SECOG. The Proposal must be emailed to SECOG's Environmental Planner, Emily Bigl, at ebigl@secogct.gov. *All bidders responding to this RFP must be ready to include State of Connecticut/DECD as an additional insured in their Certificate of Insurance.*

The subject line of the email must be clearly marked: **SECOG RFP BF #2025-03 - 130 INLAND RD TOWN OF SPRAGUE ENVIRONMENTAL PROFESSIONAL.**

Proposers must submit a proposal in two separate parts:

- (1) One Technical Proposal (non-price) and;
- (2) One Price Proposal

The digital submission must contain two zipped file folders marked "[Proposer Name] – Technical Response to SECOG RFP" and "[Proposer Name] – Price Response to SECOG RFP." The cover letter may be submitted as part of the Technical Proposal. Responses to this RFP shall not be accepted after the date and time indicated. Do not include any pricing information in the Technical Response folder. Failure to comply with this requirement shall result in rejection of your firm's response to this RFP. Failure to comply with the page limit requirements described below shall result in rejection of your firm's response to this RFP. To preserve fairness, reviewers will not access outside links. Provide excerpted images and similar elements as required in lieu of hyper-linked content. Failure to include any of the information specified in

this RFP may automatically lead to the proposal not being reviewed. Attachments other than those allowed and requested will not be considered as part of the evaluation process.

F.2 Proposal Format

1) Cover Letter – Page Limit: 1 Page

Describe why your firm is interested and should be considered for this project and working with SECOG. Identify the project manager, LEP, and/or any principal staff that will provide the requested services. The cover letter must be signed by a representative of the QEP firm authorized to engage the QEP firm in the activities identified herein.

2) Technical Proposal – Page Limit: 30 Pages

The Technical Proposal should include the following elements (a) through (e):

a) Plan of Services. A Plan of Services organized by principal task as presented in RFP section D.1. The Plan of Services should detail how the Proposer will undertake and complete the project, including an explanation of any proposed variations to SECOG's work program. For Tasks 1 and 2, the Plan of Services should describe, at minimum, the QEP's approach to the following tasks:

- Preparing a task order or work plan and cost estimate for review by SECOG and EPA and DECD before any activity begins.
- Preparing relevant required pre-approval documents to EPA and DECD including site eligibility prior to Phase I Environmental Site Assessment for review and approval by EPA and DECD.
- Submitting draft deliverables for review by SECOG, the site owner, EPA, DECD and other individuals or agencies as identified for a particular site before final reports are prepared.
- Conveying final reports to SECOG and the EPA/DECD/CT DEEP.

For Task 3, the proposer should describe, at minimum, the procedures and approaches used by the QEP firm for communication to relevant constituencies. In particular, the QEP firm should describe his/her plan for supporting SECOG's interactions with and training to support project community liaisons.

b) Project Team. A list of individuals who will be committed to this project, their project role, and the proportion of their overall time that will be spent on this project. Resumes (2 pages maximum) that demonstrate project team member professional qualifications including education, relevant experience, and professional affiliations and licenses can be included as an Appendix to the RFP, and do **not** count against the Technical Proposal

page limit. The QEP firm should specifically identify the QEP, LEP, and PE (as applicable) for this project. The QEP firm should also describe, as applicable, any methods they have in place for soliciting Disadvantaged Business Enterprises (DBE) for subcontracts.

- c) Prior Experience.** Documentation of relevant experience of the firm and its subcontractors (drillers, lab, etc.), which can include descriptions of similar past projects.
- d) References.** Provide names and contact information (phone and email) of at least three references who can speak to past performance on contaminated and or brownfield assessment and reuse planning projects.
- e) Proposed Timeline.** A project schedule that incorporates all the tasks identified in the Scope of Work.

3) Cost Proposal – Page Limit: 3 Pages (not inclusive of Attachment F)

Cost proposals shall include a total project cost as well as the estimated cost of each principal task element. Respondents should complete Attachment F to supplement their cost proposals. SECOG understands that because of the iterative nature of Phase II site assessment, it is reasonable for an estimate of hours to be spent on Phase II assessment to be unknown at the time of bid. Therefore, it is not required to include an estimate of hours for Task 2 in Attachment F. The cost proposal shall be presented based on time, QEP contractor rate (e.g. billing rate per staff level), cost of materials, lab costs, travel, and mark-up. Subcontract markups should not be more than 5%. By way of submitting a bid in response to this RFP, the successful proposer agrees to enter into an agreement with SECOG and DECD ensuring that any costs or rates should be held for 3 years or until the project scope is completed. The cost proposals will be evaluated after the technical review.

G. Evaluation of Responses

Non-price proposals that meet all requirements and include all the components listed above will be evaluated and rated solely based on the evaluation criteria contained in this section. Each responsive non-price proposal will be assigned a rating for each of the evaluation criteria listed below.

In evaluating each non-price proposal, the evaluation team shall assign a rating of highly advantageous, advantageous, not advantageous, or unacceptable for each of the criteria. The evaluation team may identify any revisions necessary to change a rating on a criterion from unacceptable to advantageous and shall specify such changes in writing.

The evaluation team shall assign a composite rating of highly advantageous, advantageous, not advantageous, or unacceptable for each non-price proposal. Each composite rating shall be

justified in writing. After a composite rating has been assigned for each proposal based on the evaluation criteria in this section, the evaluation team shall review the price proposals and determine the most advantageous proposal, taking into consideration the non-price proposal ratings and the price. If the evaluation team selects a proposal other than the lowest-priced proposal, the evaluation team shall explain in writing why the added benefits of the proposal justify its higher price.

G.1 Proposal Selection Committee

The proposal selection committee will include at least two (2) SECOG staff members, at least one (1) representative from the Town of Sprague, and at least two (2) members of the Eastern Connecticut Land Bank.

G.2 Evaluation Criteria

The proposal evaluation team will apply the following criteria to all proposals that have met the proposal submission requirements and quality requirements specified in the RFP:

- Qualifications and experience of staff expected to work on the contract
- Adequate resources and staffing to complete the work in the allotted timeframe, including availability of pertinent technical disciplines
- Knowledge of the project area or an area similar to this project
- Knowledge of project requirements
- Technical approach to the project
- Creativity and innovation
- Quality of the technical proposal
- Experience and ability in communicating complex brownfields assessment and cleanup related concepts to the average person
- Commitment to continually engaging with SECOG staff and partners throughout the term of the Contract, and
- Cost proposal

G.3 Evaluation Process

A two-step process is being used to select the contractor for the scope of work presented in this RFP. In the first step, the selection committee will review technical proposals. The non-cost proposals will be scored on a basis of up to 75 points, as identified below. In the second step,

the selection committee will review the cost proposals and award up to 25 points for the cost proposal. QEP firms will be scored on a 100-point system. At the discretion of SECOG, a possible third step will be added to the process. QEP firms/Contractors might be selected for interviews. In this step, the selection committee will meet with the top Proposers, conduct interviews, and select the successful Proposer. Selection will be based on both the technical and cost proposal as well as the interview, if applicable.

Following selection, SECOG will attempt to negotiate an agreement with the top-ranked/scored firm. If no agreement can be reached with the top-ranked firm, that firm will be dismissed and SECOG will proceed to the second-ranked firm and so on, until an agreement can be reached that is satisfactory to both parties.

G.4 Comparative Evaluation Matrix

	Highly Advantageous	Advantageous	Not Advantageous	Unacceptable
1. Qualifications and experience of staff expected to work on the contract (10 points)	Project team leaders have over ten years of experience with brownfield and or contaminated assessment and remediation in accordance with EPA and CT DEEP standards and requirements.	Project team leaders have between five and ten years of experience with brownfield and or contaminated assessment and remediation in accordance with EPA and CT DEEP standards and requirements.	Project team leaders have less than five years of experience with brownfield and or contaminated assessment and remediation in accordance with EPA and CT DEEP standards and requirements.	Project team leaders have no experience with brownfield and or contaminated assessment and remediation in accordance with EPA and CT DEEP standards and requirements.
2. Adequate resources and staffing to complete the work in the time allotted, including availability of pertinent technical disciplines (5 points)	Clearly demonstrates ability to fulfil the work program inclusive of planning for staffing contingencies. Has more than 2 QEPs/LEPs on staff.	Presents, with some exceptions, the ability to fulfil the work program inclusive of planning for staffing contingencies. Has 2 QEPs/LEPs on staff.	Does not clearly evidence the ability to fulfil the work program inclusive of planning for staffing contingencies. Has 1 QEP/LEP on staff.	No evidence of ability to fulfil the work program inclusive of planning for staffing contingencies. Has no QEPs/LEPs on staff.
3. Knowledge of the project area or an area similar to this project (5 points)	Clearly demonstrates a strong understanding of the industrial	Presents, with some exceptions, a general understanding of the industrial	Does not clearly evidence an understanding of the industrial history and the	No evidence of an understanding of the industrial history and the

	history and the current demographics of the project area or an area similar to this project.	history and the current demographics of the project area or an area similar to this project.	current demographics of the project area or an area similar to this project.	current demographics of the project area or an area similar to this project.
4. Knowledge of project requirements (10 points)	Clearly demonstrates a strong understanding of project requirements.	Presents, with some exceptions, a general understanding of the project requirements.	Does not clearly evidence an understanding of the project requirements.	No evidence of an understanding of the project requirements.
5. Technical approach to the project (15 points)	Clearly demonstrates a thorough technical approach to the project requirements that will allow SECOG to meet the goals of its Brownfields Assessment Coalition Grant.	Presents a strong technical approach to the project requirements that will allow SECOG to meet the goals of its Brownfields Assessment Coalition Grant.	Does not clearly evidence a technical approach to the project requirements that will allow SECOG to meet the goals of its Brownfields Assessment Coalition Grant.	No evidence of technical approach to the project requirements that will allow SECOG to meet the goals of its Brownfields Assessment Coalition Grant.
6. Creativity and innovation (10 points)	Clearly demonstrates a track record of creativity and innovation in developing the project approach to community engagement and brownfields and or contaminated reuse planning.	Presents a limited track record of creativity and innovation in developing the project approach to community engagement and brownfields and or contaminated reuse planning.	Presents a minimal track record of creativity and innovation in developing the project approach to community engagement and brownfields and or contaminated reuse planning.	Does not evidence any track record of creativity and innovation in developing the project approach to community engagement and brownfields and or contaminated reuse planning.
7. Quality of the technical proposal (10 points)	Provides a consistently high quality of response which meets all the specifications of the RFP with no significant exceptions and is easily understandable.	Meets most of the specifications in the RFP but without consistently high quality in all respects and with several significant exceptions but is understandable.	Does not provide a high quality of response and has significant exceptions to the various specifications of the RFP.	Fails to respond at an acceptable level to the RFP's specifications.

8. Experience and ability in communicating complex contaminated and or brownfields assessment and cleanup related concepts to the average person (5 points)	Clearly demonstrates experience in communicating complex brownfields and or contaminated assessment and clean up related concepts to the average person.	Presents, with some exceptions, experience in communicating complex brownfields and or contaminated assessment and clean up related concepts to the average person.	Does not present experience in communicating complex brownfields and or contaminated assessment and clean up related concepts to the average person.	No evidence of any experience in communicating complex brownfields and or contaminated assessment and clean up related concepts to the average person.
9. Commitment to continually engaging with SECOG staff and partners throughout the term of the Contract (5 points)	Clearly demonstrates the willingness and ability to attend monthly progress meetings with SECOG staff as required by SECOG.	Presents, with some exceptions, the willingness and ability to attend monthly progress meetings with SECOG staff as required by SECOG.	Does not present the willingness and ability to attend monthly progress meetings with SECOG staff as required by SECOG.	No evidence of the willingness and ability to attend monthly progress meetings with SECOG staff as required by SECOG.
10. Cost proposal (25 points)*	Provides a cost proposal that is flexible and cost effective yet allows SECOG to fully achieve the goals of its Brownfields Assessment Coalition Grant.	Provides a cost proposal that is cost effective yet allows SECOG to fully achieve the goals of its Brownfields Assessment Coalition Grant.	Provides a cost proposal that is neither flexible nor cost effective or does not allow SECOG to fully achieve the goals of its Brownfields Assessment Coalition Grant.	Provides a cost proposal that is neither flexible nor cost effective and does not allow SECOG to fully achieve the goals of its Brownfields Assessment Coalition Grant.

*Cost proposals will be evaluated after the technical review

H. Rule for Award

SECOG will select the responsive and responsible Proposer submitting the most advantageous scored proposal response taking into consideration the firm's expertise, references, and plan of services as well as the proposal price. Cost will be considered in determining award, but will not be the deciding factor of award, and a Contract may be awarded to other than the Proposer proposing the lowest price.

SECOG shall award a contract by digital notice to the selected Proposer by no later than ninety (90) days after the Request for Proposals are due unless the time for contract award is extended by mutual agreement between SECOG and the selected Proposer.

I. Contracting Provisions

The contract with the successful Proposer will include, but not be limited to the following provisions:

I.1 Contract Completion

Performance under the scope of work must be completed by July 14, 2027.

I.2 Payment

The amount and timing of payments will be determined during contract negotiations. Requests for payments shall be made directly to SECOG. In no case will the contractor be paid for any costs that will not be reimbursed by the EPA or the CT DECD.

In accordance with EPA requirements, costs must be tracked by individual site. As noted, SECOG is working under a cooperative agreement with the U.S. EPA for services and products related to the EPA's Brownfields Program. SECOG therefore will not be considered liable or obligated to the selected contractor(s) for all phases of this project in the event that any agreement between SECOG, EPA, DECD, or Town of Sprague is terminated for any reason. The contract which emerges from the agreement between SECOG and the selected contractor may contain a cap cost, with contracted work not to exceed the cap without written authorization prior to incurring costs over the estimated cap cost.

J. Attachments

Attachments D and E are intended to provide bidders with additional site information and context on 130 Inland Road. These attachments, however, are by no means a comprehensive list of the information available on the site.

- Attachment A: Non-Collusion Affidavit
- Attachment B: Equal Employment Opportunity Certification
- Attachment C: EPA Brownfields Assessment Grant Terms and Conditions
- Attachment D: 130 Inland Rd Declaration of Environmental Land Use Restriction
- Attachment E: 130 Inland Rd Stipulated Judgement, Order (#2014001DEEP)
- Attachment F: Proposer Fee Schedule

Attachment A: Non-Collusion Affidavit

The undersigned bidder or agent, being duly sworn on oath, says that he/she/they has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She/They further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this ____ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

Attachment B: Equal Employment Opportunity Certification INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 Part II, Section 203(b), (30 CFR 12319, 12935). The implementing rules and regulations provide that any bidder or prospective contractor, or any proposed subcontractors, shall state whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after the bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY THE BIDDER

Bidder's Name: _____

Bidder's Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes () No () If the answer is yes, identify the most recent contract.

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes () NO () If the answer is yes, identify the most recent contract.

3. Bidder has filed all compliance reports due under applicable instructions, including Standard Form 100.

Yes () No () Not Required ()

Name and Title of Signer (Printed or typed)

Signature

Date

Attachment C: EPA Brownfields Assessment Grant Terms and Conditions

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): 00A01825 MODIFICATION NUMBER: 0 PROGRAM CODE: BF	DATE OF AWARD 08/28/2025
		TYPE OF ACTION: New	MAILING DATE 09/03/2025
		PAYMENT METHOD: ASAP	ACH#
		RECIPIENT TYPE: Intermunicipal	
RECIPIENT: SOUTHEASTERN CONNECTICUT COUNCIL OF GOVERNMENTS 5 Connecticut Avenue Norwich, CT 06360-1501 EIN: 06-0770236		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov PAYEE: SOUTHEASTERN CONNECTICUT COUNCIL OF GOVERNMENTS 5 Connecticut Avenue Norwich, CT 06360-1501	
PROJECT MANAGER Emily Bigl 5 Connecticut Avenue Norwich, CT 06360-1501 Email: EBigl@seccog.org Phone: 860-889-2324	EPA PROJECT OFFICER Meena Mortazavi 5 Post Office Square, Suite 100 Boston, MA 02109-3912 Email: Mortazavi.Meena@epa.gov Phone: 617-918-1488	EPA GRANT SPECIALIST Paige Sanders Grants Management Branch 5 Post Office Square, Suite 100 Boston, MA 02109-3912 Email: Sanders.Paige@epa.gov Phone: 617-918-1714	
PROJECT TITLE AND DESCRIPTION Assessment Coalition Cooperative Agreement for Southeastern Connecticut Council of Governments See Attachment 1 for project description.			
BUDGET PERIOD 07/01/2025 - 09/30/2029	PROJECT PERIOD 07/01/2025 - 09/30/2029	TOTAL BUDGET PERIOD COST \$ 1,200,000.00	TOTAL PROJECT PERIOD COST \$ 1,200,000.00
NOTICE OF AWARD Based on your Application dated 11/13/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 1,200,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 1,200,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 1, EPA New England 5 Post Office Square, Suite 100 Boston, MA 02109-3912		ORGANIZATION / ADDRESS U.S. EPA, Region 1, Land, Chemicals and Redevelopment Division R1 - Region 1 5 Post Office Square, Suite 100 Boston, MA 02109-3912	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Arthur Johnson - Director, Mission Support Division			DATE 08/28/2025

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 54,782
2. Fringe Benefits	\$ 23,269
3. Travel	\$ 2,881
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 1,020,400
7. Construction	\$ 0
8. Other	\$ 68,080
9. Total Direct Charges	\$ 1,169,412
10. Indirect Costs: 0.00 % Base -	\$ 30,588
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 1,200,000
12. Total Approved Assistance Amount	\$ 1,200,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 1,200,000
15. Total EPA Amount Awarded To Date	\$ 1,200,000

Attachment 1 - Project Description

Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. This agreement will provide funding to Southeastern Connecticut Council of Governments (SECOG) to conduct eligible assessment-related activities as authorized by CERLCA 104(k)(2) in the southeastern region of Connecticut.

Specifically, this agreement will provide funding to the recipient to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities. Additionally, the recipient will competitively procure (as needed) and direct a Qualified Environmental Professional to conduct environmental site activities. Also, the recipient will report on interim progress and final accomplishments by completing and submitting relevant portions of the Property Profile Form using EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES).

Further, the recipient anticipates conducting up to 8 Phase I and 8 Phase II environmental site assessments, up to 5 community meetings, up to 5 site-specific cleanup plans/Analysis of Brownfield Cleanup Alternatives, and up to 5 planning documents to initiate brownfields revitalization, as well as submitting 16 quarterly reports. Work conducted under this agreement will benefit the residents, business owners, and stakeholders in and near southeastern region of Connecticut. Southeastern Connecticut Council of Governments will subaward funds to Eastern Connecticut Land Bank (ECLB) for the following activities: providing technical expertise through serving on the QEP selection team and reviewing Phase I/II assessment deliverables. Southeastern Connecticut Council of Governments will also subaward funds to Connecticut Resource Conservation and Development Area (CT RC&D) to advertise and assist in facilitating community-based conversations at community workshops and to assist with recruiting (through a competitively advertised process) and selection of community liaisons. SCCOG will use grant funding to hire three community liaisons, one per target area, to help the project team develop local community engagement opportunities that will reach target audiences and executing independent community engagement activities focused on one-on-one or small group conversations. Additionally, a subgroup of CT RC&D, CT Environmental Review Team (ERT), will contribute by providing insight on reuse planning deliverables given their expertise in natural resource redevelopment.

Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and **Project Officer on Page 1 of Award Document**
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: **Grants Specialist and Project Officer on Page 1 of Award Document**
- Payment requests (if applicable): **Project Officer on Page 1 of Award Document**
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **Project Officer on Page 1 of Award Document AND R1QAPPs@epa.gov**

B. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from 07/01/2025 to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

C. New Recipient Training Requirement

The recipient agrees to complete the [EPA Grants Management Training for Applicants and Recipients](#) and the [How to Develop a Budget](#) training within 90 calendar days of the date of award of this agreement. The recipient must notify the Grant Specialist via email when the required training is complete. For additional information on this training requirement, the recipient should refer to [RAIN-2024-G01](#).

Programmatic Conditions

FY25 Brownfields Assessment Coalition Cooperative Agreement

Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Assessment Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104 (k).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions, the term “assessment” includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k) (2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2025 competition for Brownfield Assessment cooperative agreements.
2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable Federal and state laws and regulations.
3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-Federal sources of funds, to ensure that the CAR complies with all applicable Federal and state laws and requirements. In addition to CERCLA § 104(k), applicable Federal laws and requirements include 2 CFR Part 200.
4. The CAR must comply with Federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33 (as applicable); OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 3145); and Section 504

of the Rehabilitation Act of 1973, 29 USC §§ 793 and 794; 40 CFR Part 7, Subpart C. For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.

5. The CAR must comply with Davis-Bacon Related Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Related Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) that indicate that the Davis-Bacon Related Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.

II. SITE ELIGIBILITY REQUIREMENTS

All brownfield sites that will be addressed using funds from the cooperative agreement must be located within the geographic boundary (i.e., as discussed in the FY25 application) and described in the scope of work for this cooperative agreement (i.e., the EPA-approved workplan).

A. Eligible Brownfield Site Determinations

1. Prior to performing site work, the CAR must provide information to the EPA Project Officer about each site that will be addressed under this cooperative agreement. The CAR may use cooperative agreement funds to prepare information that is provided to the EPA Project Officer. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in CERCLA § 101(39), and whether the CAR is a potentially responsible party under CERCLA § 107, is exempt from CERCLA liability, and/or has a defense to CERCLA liability.

2. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.

3. Brownfield Sites Contaminated with Petroleum

a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:

- i. the State determines there is “no viable responsible party” for the site;
- ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
- iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

b. Documentation must include:

- i. the identity of the State program official contacted;
- ii. the State official's telephone number;
- iii. the date of the contact; and
- iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Termination and Sufficient Progress Conditions in the General Terms and Conditions.

The EPA Project Officer will assess whether the recipient is making sufficient progress in implementing the cooperative agreement 18 months and 30 months from the date of award. If EPA determines that the CAR has not made sufficient progress in implementing the cooperative agreement, the CAR, if directed to do so, must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Grants Management Officer or Award Official. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340 either for material non-compliance with its terms or with the consent of the CAR, depending on the circumstances.

Sufficient progress at 18 months is indicated when:

- at least 25% of funds have been drawn down and disbursed for eligible activities;
- a Memorandum of Agreement is in place;
- a Qualified Environmental Professional(s) has been procured;
- sites are prioritized or an inventory has been initiated (unless site prioritization or an inventory was completed prior to award);
- community engagement activities have been initiated; and/or

- other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

Sufficient progress at 30 months is indicated when:

- at least 45% of funds have been drawn down and disbursed for eligible activities;
- assessments on at least three sites have been initiated; and/or
- other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

1. The EPA Project Officer will be substantially involved in overseeing and monitoring this cooperative agreement. Substantial involvement includes, but is not limited to:

- a. Close monitoring of the CAR's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.
- b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.
- c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipients receiving pass-through awards).
- d. Verifying sites meet applicable site eligibility criteria (including property-specific funding determinations described in Section II.A.2.), including when the CAR awards a subaward for site assessment. The CAR must obtain technical assistance from the EPA Project Officer, or his/her designee, on which sites qualify as a brownfield site and determine whether the statutory prohibitions found in CERCLA § 104(k)(5)(B)(i)-(iv) apply. (Note, the prohibition does not allow a subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under CERCLA § 107.)

e. Reviewing and approving Quality Assurance Project Plans and related documents or verifying that appropriate Quality Assurance requirements have been met where quality assurance activities are being conducted pursuant to an EPA-approved Quality Assurance Management Plan.

Substantial involvement may also include, depending on the direction of the EPA Project Officer:

f. Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:

i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.

ii. Advice from EPA staff on how to access publicly available information on EPA or other Federal agency websites.

iii. With the consent of the CAR, EPA staff may provide technical advice to the CAR's contractors or subrecipients provided the CAR approves any expenditures of funds necessary to follow advice from EPA staff. (The CAR remains accountable for performing contract and subaward management as specified in 2 CFR § 200.318 and 2 CFR § 200.332 as well as the terms of the EPA cooperative agreement.)

iv. EPA staff participation in meetings, webinars, and similar events upon the request of the CAR or in connection with a co-sponsorship agreement.

g. Reviewing and approving that the Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, meets the Brownfields Program's requirements for an ABCA.

h. Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well as the substantive terms of proposed contracts or subawards as appropriate. This may include reviewing requests for proposals, invitations for bids, scopes of work, and/or plans and specifications for contracts over \$250,000 prior to advertising for bids.

- i. Reviewing the qualifications of key personnel. (EPA does not have the authority to select employees or contractors, including consultants, employed by the CAR or subrecipients receiving pass-through awards.)
- j. Reviewing information in performance reports to ensure all costs incurred by the CAR and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

EPA may waive any of the provisions in Section III.B.1., except for property-specific funding determinations. The EPA Project Officer will provide waivers to provisions a. – e. in Section III.B.1. in writing.

2. Effects of EPA's substantial involvement include:

- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any Federal statute.
- b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable Federal and state laws.
- c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

- 1. The CAR is the lead of the Assessment Coalition and is accountable to EPA for proper expenditure of the funds and is the point of contact for other coalition members.
 - a. A Memorandum of Agreement documenting the coalition's site selection process must be in place prior to the expenditure and draw down of any funds that are awarded under this agreement.
 - b. The CAR shall assess a minimum of two sites in each member's (i.e., the lead member's and non-lead

members') geographic boundary.

The CAR shall not add or remove coalition members without prior approval from the EPA Grants Management Officer or Award Official and must continue the partnerships with the coalition members identified in the application that was selected for funding. EPA will only approve changes to the composition of the coalition in extraordinary circumstances that substantially impair performance of the cooperative agreement.

2. All additional sites selected for eligible activities throughout the period of performance (i.e., sites that were not identified in the workplan) must be located within the geographic boundary(ies) identified by the CAR in the workplan.

Criteria for selecting additional sites should consider the prioritization criteria identified in the FY25 application, the workplan, or developed during implementation of the workplan. Note, criteria developed during the implementation of the workplan should lead to the CAR addressing sites in areas with similar characteristics to the areas discussed in the FY25 application.

3. The CAR is responsible for ensuring that funding received under this cooperative agreement does not exceed the statutory \$200,000 funding limitation for an individual brownfield site. The CAR may request a waiver of the \$200,000 funding limitation based on the anticipated level of contamination, size, or status of ownership of the site. Waiver of this funding limit for a brownfield site must be submitted to and approved by the EPA Project Officer prior to the expenditure of funding exceeding \$200,000. In no case may funding for site-specific assessment activities exceed \$350,000 on a site receiving a waiver.

CARs expending funding from an Assessment Coalition cooperative agreement must include this amount in any total funding expended on the site.

4. If the CAR's workplan includes eligible planning activities to prepare a brownfield site for reuse (see <https://www.epa.gov/brownfields/information-eligible-planning-activities> for eligible planning activities), the CAR must demonstrate meaningful community engagement in the reuse planning of brownfields assessed under the grant. Meaningful community engagement is demonstrated by actively including local nonprofit organizations, citizen leaders, or similar local groups/entities in brownfield reuse planning.

5. CARs, other than state or Tribal entities, that procure a contractor(s) (including consultants) where the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) (\$10,000 for most CARs) must select the contractor(s) in compliance with the competitive procurement standards in 2 CFR Part 200 (including the requirements for full and open competition). Additionally, all CARs (including State and Tribal entities), regardless of the contract amount, must comply with EPA's regulations at 40 CFR Part 33 as applicable. For additional

information on these requirements, see <https://www.epa.gov/grants/rain-2025-g02> and the “Utilization of Disadvantaged Business Enterprises” General Term and Condition of this agreement. These requirements also apply to procurement processes that were completed before the award of this cooperative agreement, to include if the CAR intends to submit payment requests for pre-award costs. See EPA's [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#) and the [Brownfields Grants: Guidance on Competitively Procuring a Contractor](#) for additional information.

CARs may procure multiple contractors to ensure the appropriate expertise is in place to perform work under the agreement (e.g., expertise to conduct site assessment activities vs. planning activities) and to allow the ability for work be performed concurrently at multiple sites within the defined and approved geographic boundary.

6. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10, if it does not have such a professional on staff to coordinate, direct, and oversee the brownfield site assessment activities at a given site.

7. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency Information Technology (IT) system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(e), by inquiring

whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

8. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Performance Reports

1. In accordance with the regulations at 2 CFR Parts 200 and 1500 (specifically, 2 CFR § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly performance reports to the EPA Project Officer within 30 days after each reporting period. Initially, quarterly performance reports will be submitted via email or via the optional Quarterly Reporting function tool within the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The EPA Project Officer will notify the CAR when use of the Quarterly Reporting tool within ACRES is required. Once the EPA Project Officer notifies the CAR of required use, the CAR agrees to use this tool to input quarterly performance reports directly into ACRES within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter). If a due date falls on a weekend or holiday, the report will be due on the next business day.

These reports shall cover work status, work progress, difficulties encountered, preliminary data results, and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies from the EPA-approved workplan and budget shall be included in the report. The report shall also include any changes of key personnel concerned with the project that were approved by the EPA Grants Management Officer or Award Official. (Note, as provided at 2 CFR § 200.308, *Revision of budget and program*, the CAR must seek prior approval from the EPA Grants Management Officer or Award Official for a change in a key personnel (including employees and contractors) that are identified by name or position in the workplan. Prior approval means the written approval obtained in advance of a recipient taking an action by an authorized official of a Federal agency or pass-through entity of certain costs or programmatic decisions.)

2. The CAR must submit performance reports on a quarterly basis in ACRES using the Assessment Quarterly Report function. Quarterly performance reports must include:

- a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of

leveraged funding.

- b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
- c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
- d. An update on the project schedule and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
- e. A list of the properties where assessment and/or planning activities were performed and/or completed during the reporting quarter.
- f. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable) (i.e., program income received and disbursed during the reporting quarter and during the entire cooperative agreement, and the amount of program income remaining); and total remaining funds. The budget summary table must include costs that are charged to the “other” budget object class category (e.g., participant support costs, subawards, etc.).

The CAR shall include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information. If significant developments occur that negatively impact the Federal Award, the CAR shall include information on their plan for corrective action and any assistance needed to resolve the situation. The CAR shall include a statement on funding transfers^[1] among direct budget categories or programs, functions and activities that occurred during the quarter and cumulatively during the period of performance.

Note: ACRES reporting requirements may change over time, based on expansion of EPA's information collection authority, and the CAR is responsible for complying with the latest ACRES reporting requirements at the time of each quarterly performance report. The EPA Project Officer will notify the CAR when ACRES reporting requirements specific to Brownfields Assessment change.

- g. For local governments that are using cooperative agreement funds for health monitoring, the quarterly

report must also include the specific budget, the quarterly expenditure, and cumulative expenditures to demonstrate that 10% of Federal funding is not exceeded.

Note: Each property where assessment activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly performance report (see Section III.E. below).

3. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess the specific properties under this cooperative agreement.
4. In accordance with 2 CFR § 200.329(e), the CAR agrees to inform the EPA Project Officer as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (e.g., assessments started, reuse planning activities started) and any final accomplishments (e.g., assessments completed, clean up required, contaminants found, institutional controls required, engineering controls required, leveraged dollars and/or jobs) by completing and submitting relevant portions of the electronic Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly performance report to the EPA Project Officer. The CAR must utilize the electronic version of the Property Profile Form in ACRES unless approval is obtained from the EPA Project Officer to use the hardcopy version of the Property Profile Form or its use is included in the approved workplan.

F. Final Cooperative Agreement Performance Report with Environmental Results

1. In accordance with the regulations at 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance* and 2 CFR § 200.344(a), *Closeout*), the CAR agrees to submit to the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final performance report on the cooperative agreement via email; unless the EPA Project Officer agrees to accept a paper copy of the report. The final performance report shall document and summarize the elements listed in Section III.D.2., as appropriate, for activities that occurred over the entire project period.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites; conduct outreach and community engagement; and for reasonable participant support costs associated with one community liaison per target area identified in the selected FY25 application. Refer to the [EPA Guidance on Participant Support Costs](#) for information regarding reasonable stipend amounts for community liaisons. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

- a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).
- b. Ensuring that an assessment complies with applicable requirements under Federal and state laws, as required by CERCLA § 104(k).
- c. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.
- d. Preparing a Community Involvement Plan which includes reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments.
- e. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.
- f. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. [Funds shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the*

Cooperative Agreement Recipient.]

g. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.332 and the “Establishing and Managing Subawards” General Term and Condition; and carrying out community engagement pertaining to the assessment activities.

2. Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the amount of Federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is **\$60,000**. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Subrecipients may use up to 5% of the amount of Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. The term “administrative costs” does not include:

- a. Investigation and identification of the extent of contamination of a brownfield site;
- b. Design and performance of a response action; or
- c. Monitoring of a natural resource.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.
 - i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
 - ii. Preparing revisions and changes in the budgets, scopes of work, program plans, and other activities required under 2 CFR § 200.308;

- iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
- iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
- v. Financial reporting under 2 CFR § 200.328;
- vi. Non-Federal audits required under 2 CFR Part 200, Subpart F; and
- vii. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.

b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

3. **Local Governments Only** – If authorized in the EPA-approved workplan and budget narrative, up to 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.

4. If authorized in the EPA approved scope of work and budget narrative, the CAR may use a portion of the Assessment Grant for eligible participant support costs associated with one community liaison per target area who is not an employee of the CAR or the CAR's contractor(s) or subrecipient(s). Additional target areas cannot be added to the project for the purpose of using participant support costs to fund additional community liaisons. Eligible participant support costs may include reasonable stipends to compensate an individual community member's time and travel costs for participating in project-related meetings (e.g., meetings with the community, meetings held by a brownfields advisory board, etc.) and time associated with other specific tasks that are directly tied to related community engagement efforts. Stipends may only be paid for actual time spent working on tasks associated with the project and must not duplicate support provided through other Federal, state, tribal, or local programs.

A CAR that uses participant support costs must follow the process described in their EPA-approved workplan (or in a separate process approved by EPA post-award) for determining the amounts of allowable stipend(s), procedures for accounting for participant support cost payments (including receipts), and documenting that the costs are allowable and do not duplicate other support for the individual(s). As provided in CFR § 200.456, “The classification of items as participant support costs must be documented in the recipient's or subrecipient's written policies and procedures and treated consistently across all Federal awards.” Additional information on these requirements for the use of participant support costs is available in [EPA's Guidance on Participant Support Costs](#).

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
 - a. Cleanup activities;
 - b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);
 - c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;
 - d. Job training activities unrelated to performing a specific assessment at a site (i.e., on the job training) covered by the cooperative agreement;
 - e. To pay for a penalty or fine;
 - f. To pay a Federal cost share requirement (e.g., a cost share required by another Federal grant) unless there is specific statutory authority;

- g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;
- h. To pay a cost of compliance with any Federal law, excluding the cost of compliance with laws applicable to the assessment; and
- i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

2. Cooperative agreement funds shall not be used for any of the following properties:

- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
- b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
- c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian Tribe; or
- d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

V. ASSESSMENT REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

2. If funds from this cooperative agreement are used to prepare an Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, the CAR must include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events (e.g., sea level rise, drought, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed of, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.

B. Quality Assurance (QA) Requirements

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.12 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement a Quality Assurance (QA) planning document in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

1. Quality Assurance Project Plan (QAPP)

The recipient will develop Quality Assurance Project Plans (QAPP) for all applicable projects and tasks involving environmental information operations in accordance with the most current version of [EPA Quality Assurance Project Plan Standard](#), [Regional guidance documents](#) and [national guidance documents](#) may be helpful in meeting the requirements.

“Environmental information operations” is a collective term for work performed to collect, produce,

evaluate, or use environmental information or the design, construction, operation, or application of environmental technology. For EPA, environmental information includes direct measurements of environmental parameters or processes, analytical testing of environmental conditions, information provided by models, information compiled from other sources such as databases, software applications, or existing literature, the development of environmental software, tools, or models, or the design, construction, operation, or application of environmental technology.

The QAPP must be approved by EPA prior to environmental information operations, except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. Unless an alternate schedule has been agreed upon, QAPPs are to be submitted at least 60 days before project activities begin. QAPPs are submitted electronically to the following:

EPA Project Officer (see page 1 of assistance agreement for contact information) and Regional Quality Assurance Branch via R1QAPPs@epa.gov.

For organizations with an EPA-approved Quality Management Plan (QMP), the recipient will submit an annual update letter to EPA documenting progress over the year and any changes to the QMP. Annual update letters will be sent every year for four years until the expiration of the QMP (five years from initial EPA approval). Annual QA update letters will be sent to the EPA Project Officer/Tribal Coordinator and the RQAM on the anniversary of the approval of the QMP by the RQAM; or on another mutually agreeable schedule. In addition, for multi-year projects, the grantee shall confirm that the QAPP is current and accurate.

When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.12 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 60 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

For Reference:

- [Quality Management Plan \(QMP\) Standard and EPA's Quality Assurance Project Plan \(QAPP\) Standard](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#).
- [EPA's Quality Program](#) website has a [list of QA managers](#), and [Specifications for EPA and Non-EPA Organizations](#).
- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

3. Competency of Organizations Generating Environmental Measurement Data: In accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/measurements-modeling/documents-about-measurement-competency-under-assistance-agreements> or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Public Awareness

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of post-project summary or success materials that highlight achievements to which this project contributed.
 - a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall comply with the *Acknowledgement Requirements for Non-ORD Assistance Agreements* in the General Terms and Conditions of this agreement.
 - b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo

acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with a direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.

To obtain the appropriate EPA logo or seal graphic file, the CAR should send a request directly to the EPA Office of Public Affairs (OPA) and include the EPA Project Officer in the communication. Instructions for contacting OPA are available at <https://www.epa.gov/aboutepa/using-epa-seal-and-logo>.

c. EPA Logo: If the EPA logo is displayed along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the recipient's or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo must be accompanied with a statement indicating that the Southeastern Connecticut Council of Governments received Federal financial assistance from EPA for the project. The recipient will ensure compliance with the sign specifications provided by the OPA available at <https://www.epa.gov/stylebook/using-epa-seal-and-logo>. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA.

d. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable.

2. The CAR agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by Federal representatives with at least ten (10) working days' notice.

3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. This includes translating the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). Translation costs for this purpose are allowable, provided the costs are reasonable.

4. All public awareness activities conducted with EPA funding are subject to the provisions in the General Terms and Conditions on compliance with section 504 of the Americans with Disabilities Act.

D. All Appropriate Inquiries

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-21 "*Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process*" (or the latest recognized ASTM standard at the time the assessment is performed), or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in "*All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content*" (Publication Number: EPA 560-F-23-004 (or the latest available publication)). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.

2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to the EPA Project Officer as deliverables under this agreement must be accompanied by a completed "*All Appropriate Inquiries: Reporting Requirements Checklist for Assessment and Multipurpose Grant Recipients*" (Publication Number: EPA 560-F-23-017 (or the latest available publication)) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at <https://www.epa.gov/brownfields/all-appropriate-inquiries-reporting-requirements-checklist-assessment-grant-recipients>. The completed checklist must include:

a. An ***opinion*** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.

b. An identification of "***significant***" ***data gaps*** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.

c. ***Qualifications and signature*** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

- "[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in 40 CFR § 312.10 of this part."
- "[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."

Note: Please use either “I/my” or “We/our.”

d. In compliance with 40 CFR § 312.31(b), the environmental professional must include in the final report an ***opinion regarding additional appropriate investigation***, if the environmental professional has such an opinion.

3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-21 or the latest recognized ASTM standard at the time the assessment is performed). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.339. If a recipient willfully fails to correct the deficiencies, EPA may consider other available remedies, including under 2 CFR § 200.339 and 2 CFR § 200.340.

E. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA- approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

F. Inclusion of Additional Terms and Conditions

1. In accordance with 2 CFR § 200.334, the CAR shall maintain records pertaining to the cooperative agreement for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records, including subrecipients' records, relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.337.

2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

VI. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: “payment” is EPA's transfer of funds to the CAR; “closeout” refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement. The CAR must pay subrecipients in advance provided the subrecipient complies with the requirements of 2 CFR § 200.305(b)(1).

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.344. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.

2. The CAR, within 120 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement.

- a. The CAR must submit the following documentation:

i. The Final Cooperative Agreement Performance Report as described in Section III.F. of these Terms and Conditions.

ii. Administrative and Financial Reports as described in the General Terms and Conditions of this agreement.

b. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.

c. As required by 2 CFR § 200.344, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.

Davis-Bacon Term and Condition for Brownfields

1. Program Applicability

a. **Program Name:** Brownfields Program

b. **Statute:** Brownfields Direct Cleanup and Revolving Loan Fund Grants authorized by 42 U.S.C. 9604(k) are subject to Davis-Bacon and Related Acts (DBRA) as provided in 42 U.S.C. 9604(g)

c. **Activities subject to Davis-Bacon:**

i. **Brownfield Sites Contaminated with Hazardous Substances:** All construction, alteration, and repair activity involving the remediation of hazardous substances is subject to DBRA. This includes:

- Excavation of contaminated soil;
- Construction of caps, barriers, and structures which permanently house treatment equipment;
- Installation of water supply wells/piping/connections;
- Abatement of contamination in buildings; and
- Demolition (if followed by new construction).

1.

ii. **Brownfield Sites Contaminated with Petroleum:** DBRA prevailing wage requirements apply when the project includes:

- Excavation of contaminated soil and/or tank removal if followed by paving and concrete replacement, or if it is an extensive soil excavation project;
- Construction of caps, barriers, and structures which permanently house treatment equipment; and

- Installation of water supply wells/piping/connections and related excavation and replacement of contaminated soil.
 - d. **Prevailing Wage Classification (e.g., Heavy Construction, Residential, Commercial) (optional):**
 - **Heavy Construction:** EPA has determined the “Heavy Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments to existing contractors for:
 - Excavation and removal of contaminated soil;
 - Construction of caps or barriers;
 - Replacement of paving and concrete; and
 - Installation of water supply wells/piping/connections.
 - **Building Construction:** EPA has determined the “Building Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments for the construction of:
 - Demolition (if followed by new construction);
 - Construction of structures which permanently house treatment equipment; and
 - Abatement of contamination in buildings (other than residential structures less than 4 stories in height).
 - **Residential Construction:** EPA has determined the “Residential Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments for the abatement of contamination in residential structures less than 4 stories in height.

2. **Davis-Bacon and Related Acts**

[DBRA](#) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more
- Copeland “Anti-Kickback” Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

3. **Recipient Responsibilities When Entering Into and Managing Contracts:**

- c. **Solicitation and Contract Requirements:**

- iii. **Include the Correct Wage Determinations in Bid Solicitations and Contracts:** Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.
- iv. **Include DBRA Requirements in All Contracts:** Include the following text on all contracts under this grant:

“By accepting this contract, the contractor acknowledges and agrees to the terms provided in the [DBRA Requirements for Contractors and Subcontractors Under EPA Grants](#).”

1.
 - b. **After Award of Contract:**
 - ii. **Approve and Submit Requests for Additional Wages Rates:** Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5\(a\)\(1\)\(iii\)](#).
 - iii. **Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions:** Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#).
4. **Recipient Responsibilities When Establishing and Managing Additional Subawards:**
 - d. **Include DBRA Requirements in All Subawards (including Loans):**

Include the following text on all subawards under this grant:

“By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the [DBRA Requirements for EPA Subrecipients](#).”
1.
 - b. **Provide Oversight to Ensure Compliance with DBRA Provisions:** Recipients are responsible for oversight of subrecipients, and must ensure subrecipients comply with the requirements in [29 CFR 5.6](#).
5. The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see [29 CFR 5.1](#)), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

[\[1\]](#) Per EPA's General Term and Condition, the CAR must obtain prior approval from the EPA Grants Management Officer or Award Official for cumulative transfers of funds in excess of 10% of the total budget.

Attachment D: 130 Inland Rd Declaration of Environmental Land Use Restriction

Declaration of Environmental Land Use Restriction and Grant of Easement
Cascades Boxboard Group-Connecticut LLC (former Sprague Paperboard)
130 Inland Road, Sprague, Connecticut
Page 1

After Recording Return:
N. Lynch
Brown Rudnick LLP
185 Asylum Street, 38th Fl.
Hartford, CT 06103

**DECLARATION OF ENVIRONMENTAL LAND USE RESTRICTION
AND GRANT OF EASEMENT**

This Declaration of Environmental Land Use Restriction and Grant of Easement is made this 15 day of April, 2011, between Cascades Boxboard Group-Connecticut LLC (the "Grantor") and the Commissioner of Environmental Protection of the State of Connecticut ("the Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property (the "Property") known as 130 Inland Road, located in the Town of Sprague, in New London County and designated as Map 20/Block 2/Lot 8, respectively, in the Assessor's Office for the Town of Sprague in New London County, and as more particularly described on Exhibit A which is attached hereto and made a part hereof; and

WHEREAS, the Grantee has determined that the environmental land use restriction set forth below is consistent with regulations adopted by him pursuant to Section 22a-133k of the Connecticut General Statutes; and

WHEREAS, the Grantee has determined that this Environmental Land Use Restriction will effectively protect public health and the environment from the hazards of pollution; and

WHEREAS, the Grantee's written approval of this Environmental Land Use Restriction is contained in the document attached hereto as Exhibit B (the "Decision Document") which is made a part hereof; and

WHEREAS, the property or portions thereof identified in the class A-2 survey as the Environmental Land Use Restriction areas ("the Subject Areas"), which survey is attached hereto as Exhibit C, and is made a part hereof, contains pollutants; and

WHEREAS, to prevent exposure to or migration of such pollutants and to abate hazards to human health and the environment, and in accordance with the Decision Document, the Grantor desires to impose certain restrictions upon the use, occupancy, and activities of and at the Subject Areas, and to grant this Environmental Land Use Restriction to the Grantee on the terms and conditions set forth below; and

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

Certified to be a true and exact copy of
record received 6/6/2011 at 11:57 A.M.
to be recorded in Sprague Land Records.
Vol. 90 Page 650 - 716
Claire B. Glaude
Town Clerk

NOW, THEREFORE, Grantor agrees as follows:

1. Purpose. In accordance with the Decision Document, the purpose of this Environmental Land Use Restriction is to: (1) assure that humans are not exposed to soils at the Subject Areas polluted with substances in concentrations exceeding the direct exposure criteria established in the Regulations of Connecticut State Agencies (R.C.S.A.) sections 22a-133k-1 through 22a-133k-3, inclusive (Subject Areas B, C, D, E, F, H, I, K, N, P, Q, T), (2) assure that water does not infiltrate soils at the Subject Areas polluted with substances in concentrations exceeding the pollutant mobility criteria established in R.C.S.A. sections 22a-133k-1 through 22a-133k-3 inclusive (Subject Areas P, Q, R), (3) assure that the engineered controls at subject areas described in Exhibit D attached hereto are not disturbed and are properly maintained to prevent human exposure to soils at the Subject Areas polluted with substances in concentrations exceeding the direct exposure criteria established in R.C.S.A. section 22a-133k-1 through 22a-133k-3, inclusive, (Subject Areas G, J, L) (4) assure that water does not infiltrate soils beneath engineered controls at the Subject Area polluted with substances in concentrations exceeding the pollutant mobility criteria established in R.C.S.A. section 22a-133k-1 through 22a-133k-3, inclusive (Subject Area J), and (5) prevent the disturbance or exposure of solid waste (Subject Areas M, O, S).
2. Restrictions Applicable to the Subject Areas: In furtherance of the purposes of this Environmental Land Use Restriction, Grantor shall assure that use, occupancy, and activity of and at the Property and the Subject Areas are restricted as follows:
 - A. Disturbances. Soils in the Subject Areas located: (i) below the 1,000,000 gallon above ground storage tank (Subject Area B); (ii) four feet or more beneath the ground surface (Subject Areas C, D, H, I, K, N); (iii) below the pavement (Subject Areas E, L); (iv) below an engineered control (Subject Areas G, J, L); (v) below a building (Subject Area P); (vi) below a clarifier (Subject Area Q); and (vii) below a railroad track (Subject Area T); shall not be exposed or disturbed as a result of excavation, demolition or other activities.

Soil beneath vegetation and leaf litter within a fenced area (Subject Area F) shall not be exposed or disturbed as a result of excavation, demolition, erosion or other activities.

Soil located more than two feet below the surface or beneath vegetation (Subject Area O) shall not be exposed or disturbed as a result of excavation, demolition, erosion or other activities.

Solid waste shall not be exposed or disturbed as a result of excavation, demolition, erosion or other activities (Subject Areas M, O, S).

The above ground storage tank (Subject Area B); pavement (Subject Areas E, L, S); fill and/or soil (Subject Areas C, D, H, I, K, N); engineered control (Subject Areas G, J, L); fence (Subject Areas F, G, J, L); building slab (Subject Areas P, R); clarifier (Subject Area Q); and railroad spur (Subject Area T), which are in the respective Subject Areas, shall not be disturbed in any manner by activities such as demolition, excavation or other intrusive activities.

Pavement (Subject Areas E, L, S); the fence (Subject Areas F, G, J, L); one foot of clean fill (Subject Area G), and the engineered control (Subject Area G, J, L) shall be maintained in good condition.

Additionally, the material above solid waste shall not be disturbed (Subject Areas M, O, S).

The vegetation (Subject Areas F, O and S) shall be maintained in its natural state.

- B. Demolition. Demolition of the buildings or certain structures, respectively, within the following Subject Areas shall not be permitted: the entire building (Subject Areas P, R); the clarifier (Subject Area Q); the 1,000,000 gallon above ground storage tank (Subject Area B); and the railroad track (Subject Area T).

Soil shall not be exposed to infiltration of water (Subject Areas P, Q, R).

3. Except as provided in Paragraph 4 below, no action shall be taken, allowed, suffered, or omitted if such action or omission is reasonably likely to:
- i. Create a risk of migration of pollutants or a potential hazard to human health or the environment.
 - ii. Result in a disturbance of the structural integrity of any engineered controls designed or utilized at the Property to contain pollutants or limit human exposure to pollutants.

4. Emergencies. In the event of an emergency which presents a significant risk to human health or the environment, the application of Paragraphs 2 and 3 above may be suspended, provided such risk cannot be abated without suspending such Paragraphs and the Grantor:
 - i. Immediately notifies the Grantee of the emergency;
 - ii. Limits both the extent and duration of the suspension to the minimum reasonably necessary to adequately respond to the emergency;
 - iii. Implements all measures necessary to limit actual and potential present and future risk to human health and the environment resulting from such suspension; and
 - iv. Implements a plan approved in writing by the Grantee, on a schedule approved by the Grantee, to ensure that the Subject Areas are remediated in accordance with R.C.S.A. Sections 22a-133k-1 through 22a-133k-3, inclusive, or restored to its condition prior to such emergency.
5. Release of Restriction; Alterations of Subject Areas. Grantor shall not make, or allow or suffer to be made, any alteration of any kind in, to, or about any portion of any of the Subject Areas inconsistent with this Environmental Land Use Restriction unless the Grantor has first recorded the Grantee's written approval of such alteration upon the land records of Sprague. The Grantee shall not approve any such alteration and shall not release the Property from the provisions of this Environmental Land Use Restriction unless the Grantor demonstrates to the Grantee's satisfaction that Grantor has remediated the Subject Areas in accordance with R.C.S.A. Sections 22a-133k-1 through 22a-133k-3, inclusive.
6. Grant of Easement to the Grantee. Grantor hereby grants and conveys to the Grantee, his agents, contractors, and employees, and to any person performing pollution remediation activities under the direction thereof, a non-exclusive easement (the "Easement") over the Subject Areas and over such other parts of the Property as are necessary for access to the Subject Areas or for carrying out any actions to abate a threat to human health or the environment associated with the Subject Areas. Pursuant to this Easement, the Grantee, his agents, contractors, and employees, and any person performing pollution remediation activities under the direction thereof, may enter upon and inspect the Property and perform such investigations and actions as the Grantee deems necessary for any one or more of the following purposes:

- i. Ensuring that use, occupancy, and activities of and at the Property are consistent with this Environmental Land Use Restriction;
 - ii. Ensuring that any remediation implemented complies with R.C.S.A. Sections 22a-133k-1 through 22a-133k-3, inclusive; and
 - iii. Performing any additional investigations or remediation necessary to protect human health and the environment.
 - iv. Ensuring the structural integrity of any engineering controls described in this environmental land use restriction and grant of easement and their continuing effectiveness in containing pollutants and limiting human exposure to pollutants.
7. Notice and time of Entry onto Property. Entry onto the Property by the Grantee pursuant to this Easement shall be upon reasonable notice and at reasonable times, provided that entry shall not be subject to these limitations if the Grantee determines that immediate entry is necessary to protect human health or the environment.
8. Notice to Lessees and Other Holders of Interests in the Property. Grantor, or any future holder of any interest in the property, shall cause any lease, grant, or other transfer of any interest in the Property to include a provision expressly requiring the lessee, grantee, or transferee to comply with this Environmental Land Use Restriction and Grant of Easement. The failure to include such provision shall not affect the validity or applicability to the Property of this Environmental Land Use Restriction and Grant of Easement.
9. Persons Entitled to Enforce Restrictions. The restrictions in this Environmental Land Use Restriction on use, occupancy, and activity of and at the Property shall be enforceable in accordance with Section 22a-133p of the General Statutes.
10. Severability and Termination. If any court of competent jurisdiction determines that any provision of this Environmental Land Use Restriction or Grant of Easement is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect. Further, in either case, the Grantor shall submit a copy of this restriction and of the judgment of the Court to the Grantee in accordance

shall be terminated if the Grantee provides notification pursuant to R.C.S.A. Section 22a-133q-1(l).

11. Binding Effect. All of the terms, covenants and conditions of this Environmental Land Use Restriction and Grant of Easement shall run with the land and shall be binding on the Grantor, the Grantor's successors and assigns, and each owner and any other party entitled to possession or use of the Property during such period of ownership or possession.
12. Terms Used Herein. The definitions of terms used herein shall be the same as the definitions contained in Sections 22a-133k-1 and 22a-133q-1 of the Regulations of Connecticut State Agencies as such Sections existed on the date of execution of this Environmental Land Use Restriction and Grant of Easement.

[Signature Pages Follow]

Declaration of Environmental Land Use Restriction and Grant of Easement
Cascades Boxboard Group-Connecticut LLC (former Sprague Paperboard)
130 Inland Road, Sprague, Connecticut
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GRANTOR:

CASCADES BOXBOARD GROUP-
CONNECTICUT LLC

Witnesses:

[Signature]
Printed Name of Witness: Joshua Dubaime
Date: 5-4-2011

By: [Signature]
Name: Ghislain Levesque
Its: Mill Manager

Michelle L Thoma
Print Name of Witness: Michelle Thoma
Date: 5-4-2011

STATE OF CONNECTICUT

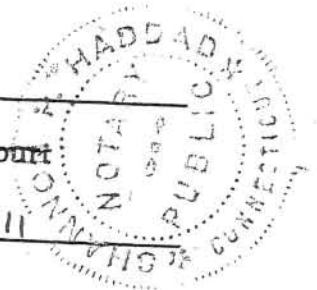
COUNTY OF New London

} ss. Sprague

MAY 4, 2011

Personally appeared, Ghislain Levesque, the
Mill Manager of Cascades Boxboard Group-Connecticut LLC,
signer and sealer of the foregoing instrument, and acknowledged the same to be
his/~~her~~ free act and deed, and the free act and deed of said limited liability company,
before me.

Shannon P Haddad
~~Commissioner of the Superior Court~~
Notary Public
My Commission Expires: 9/30/11



Declaration of Environmental Land Use Restriction and Grant of Easement
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GRANTEE: Grantee, the Commissioner of Environmental Protection, by his duly designated agent, Betsey Wingfield, Bureau Chief, Bureau of Water Protection and Land Reuse.

Date: _____

4/15/11

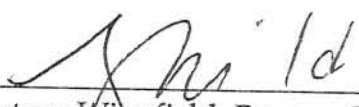

Betsey Wingfield, Bureau Chief
Bureau of Water Protection & Land Reuse
Department of Environmental Protection

EXHIBIT A
PROPERTY DESCRIPTION
130 INLAND ROAD

A certain piece or parcel of land located in the Town of Sprague, County of New London and State of Connecticut containing 220 acres, more or less, and being shown on a map entitled "Property Survey ALTA\ACSM Land Title Survey ELUR Mapping Land of Cascades Boxboard Group - Connecticut LLC Parcel I and V of 130 Inland Road Sprague, Connecticut", by URS, dated June 2004, revised 9/14/06, 1/18/08, 1/29/09, 10/20/09, 1/25/10 and 2/1/10, said parcel being more particularly bounded and described as follows:

Beginning at a point marking the intersection of the northerly Highway line of Bushnell Hollow Road - Conn. Route 138 and the westerly street line of Inland Road;

Thence running South 41° 55' 07" West, 51.01 feet, South 87° 43' 10" West, 442.01 feet, westerly on a curve to the left having a radius of 2,824.79 feet and an arc length of 116.42 feet, North 83° 44' 41" West, 84.08 feet, South 86° 46' 24" West, 81.12 feet, westerly on a curve to the left having a radius of 2,824.79 feet and an arc length of 73.99 feet, North 85° 15' 11" West, 367.13 feet, westerly on a curve to the left having a radius of 1,472.40 feet and an arc length of 155.33 feet, North 54° 12' 56" West, 32.77 feet and South 83° 28' 49" West 334.80 feet along said the northerly Highway line of Bushnell Hollow Road - Conn. Route 138;

Thence running North 08° 59' 15" East, 30.65 feet, North 08° 59' 14" East, 198.50 feet, South 86° 21' 46" East, 62.60 feet, South 68° 29' 20" East, 90.21 feet, North 11° 18' 02" East, 168.45 feet, North 78° 04' 34" West, 10.00 feet, North 05° 44' 26" East, 364.00 feet, North 06° 24' 26" East, 41.65 feet, North 00° 20' 34" West, 59.60 feet, North 20° 01' 26" East, 47.20 feet, North 05° 20' 26" East, 165.80 feet, North 6° 02' 26" East, 82.80 feet, North 01° 57' 26" East, 68.00 feet, North 01° 40' 34" West, 127.80 feet, North 27° 40' 34" West, 118.80 feet, North 39° 00' 34" West, 73.35 feet, North 50° 42' 34" West, 58.70 feet, North 46° 52' 34" West, 106.80 feet, South 09° 43' 26" West, 235.10 feet, North 79° 04' 34" West, 153.40 feet and North 08° 16' 34" West, 159.00 feet along land now or formerly of the Town of Sprague;

Exhibit A- Property Description
Declaration of Environmental Land Use Restriction and Grant of Easement
Cascades Boxboard Group-Connecticut LLC (former Sprague Paperboard)
130 Inland Road, Sprague, Connecticut

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Thence running northwesterly, 30 feet, more or less, through Papermill Pond to the centerline of the Little River, now covered by Papermill Pond;

Thence running northwesterly, 4,435 feet, more or less, along the centerline of the Little River;

Thence running southwesterly, 20 feet, more or less, through Little River to the westerly edge of the river;

Thence running northwesterly, 5,323 feet, more or less, along the westerly edge of Little River;

Thence running North 43° 18' 56" West, 63 feet, more or less, crossing the Little River, South 89° 18' 43" East, 925.90 feet, South 10° 28' 30" East, 156.00 feet, South 11° 53' 11" East, 58.00 feet, South 73° 00' 29" West, 84.75 feet, South 20° 29' 29" West, 214.75 feet, South 43° 27' 31" East, 212.50 feet, South 25° 27' 31" East, 176.50 feet, South 07° 27' 31" East, 248.00 feet, North 76° 49' 29" East, 229.00 feet, South 38° 28' 31" East, 560.70 feet, North 70° 13' 37" East, 462.47 feet, North 72° 22' 03" East, 240.59 feet, North 68° 28' 55" East, 338.85 feet, South 57° 25' 32" East, 459.00 feet, North 80° 49' 28" East, 137.00 feet, North 75° 17' 28" East, 226.70 feet, North 78° 49' 27" East, 427.00 feet and South 85° 48' 27" East, 751.08 feet along other land of Cascades Boxboard Group - Connecticut LLC;

Thence running South 00° 44' 11" East, 493.70 feet and South 10° 46' 08" East, 389.04 feet along the westerly street line of Inland Road;

Thence running South 60° 47' 58" West, 493.59 feet, South 29° 12' 02" East, 117.25 feet, North 60° 47' 58" East, 73.50 feet, South 29° 12' 02" East, 190.18 feet, South 03° 24' 40" East, 109.80 feet, southeasterly on a curve to the right having a radius of 365.00 feet and an arc length of 198.65 feet, South 36° 22' 38" East, 96.16 feet, South 37° 06' 27" East, 78.89 feet, South 44° 44' 52" East, 144.25 feet, South 29° 33' 01" East, 219.25 feet and North 60° 32' 47" East, 171.54 feet along land now or formerly of Oak Tree Packaging Corp.;

Thence running South 18° 58' 37" East, 156.66 feet along the westerly street line of Inland Road;

Exhibit A- Property Description
Declaration of Environmental Land Use Restriction and Grant of Easement
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Thence running North $74^{\circ} 53' 13''$ West, 252 feet, more or less, southwesterly 391 feet, more or less, being along the former location of Little River, and South $68^{\circ} 33' 58''$ East, 724 feet, more or less, along other land of Cascades Boxboard Group - Connecticut LLC;

Thence running South $04^{\circ} 48' 55''$ East, 341.01 feet, South $12^{\circ} 16' 40''$ East, 376.02 feet, southeasterly on a curve to the left having a radius of 434.82 feet and an arc length of 232.90 feet and South $43^{\circ} 00' 34''$ East, 164.07 feet along the westerly street line of Inland Road to the point and place of beginning.

EXHIBIT B

**DECISION DOCUMENT
130 INLAND ROAD**

The purpose of this Decision Document is to describe (1) the type and location of pollutants in soil on the property located at 130 Inland Road in the Town of Sprague ("the Property") for which an Environmental Land Use Restriction ("ELUR") is necessary, (2) the provisions of the ELUR and the reasons why such restrictions or limitations on the use of the Property or portions of the Property are necessary to adequately protect human health and the environment, and (3) why the ELUR is consistent with the Remediation Standard Regulations, Sections 22a-133k-1 through 22a-133k-3 of the Regulations of Connecticut State Agencies ("R.C.S.A").

The ELUR for the Property prohibits certain activities within the Subject Areas. The Property and Subject Areas cover 19 separate areas, and are shown on Exhibit C as Subject Areas B through S (the "Subject Areas")¹. The ELUR ensures that (1) humans are not exposed to soils at the Subject Areas polluted with substances in concentrations exceeding the direct exposure criteria established in the Regulations of Connecticut State Agencies (R.C.S.A.) sections 22a-133k-1 through 22a-133k-3, inclusive (Subject Areas B, C, D, E, F, H, I, K, N, P, Q, T), (2) water does not infiltrate soils at the Subject Areas polluted with substances in concentrations exceeding the pollutant mobility criteria established in R.C.S.A sections 22a-133k-1 through 22a-133k-3 inclusive (Subject Areas P, Q, R), (3) the engineered controls at subject areas described in Exhibit D attached hereto are not disturbed and are properly maintained to prevent human exposure to soils at the Subject Areas polluted with substances in concentrations exceeding the direct exposure criteria established in R.C.S.A. section 22a-133k-1 through 22a-133k-3, inclusive, (Subject Areas G, J, L) (4) water does not infiltrate soils beneath engineered controls at the Subject Area polluted with substances in concentrations exceeding the pollutant mobility criteria established in R.C.S.A. section 22a-133k-1 through 22a-133k-3, inclusive (Subject Area J), and (5) solid waste is not disturbed or exposed (Subject Areas M, O, S).

¹ An ELUR for Subject Area A restricting Parcels I and V to non-residential use was recorded on September 17, 2007 in Volume 83 at page 776 of the Sprague Land Records. Therefore, this ELUR and Decision Document excludes Subject Area A.

Subject Area B - Existing 1,000,000-Gallon Fuel Oil AST

Subject Area B is located in the north-central portion of the Property and consists of an existing 1,000,000-gallon active No. 6 fuel oil above ground storage tank (AST) and its associated pump house, an area encompassing approximately 0.08 acres. Because of the presence of the existing AST, soil beneath the AST could not be investigated. The soil beneath the AST may contain extractable total petroleum hydrocarbons (ETPH), polycyclic aromatic hydrocarbons (PAHs) or volatile organic compounds (VOCs) at concentrations that exceed the industrial/commercial (I/C DEC). Because the soil is located beneath the existing AST, for which notice has been provided to the Commissioner of the Department of Environmental Protection (DEP) that the existing AST is a permanent structure, the soil is inaccessible. Such polluted soil does not pose a risk to human health, provided the soil is not exposed, excavated or disturbed such that people may come into contact with it, and the existing AST which is rendering such polluted soil inaccessible is not disturbed in any manner. If humans were to come into contact with the pollutants present in such polluted soil, these pollutants may pose an unacceptable risk to human health. As required by Section 22a-133k-2(b)(3) of the R.C.S.A., the ELUR prohibits inaccessible soil from being exposed as a result of excavation or other intrusive activities.

Subject Area C - E5_SB14 Area

Subject Area C is located in the west-central portion of the Property and consists of an area of approximately 0.11 acres. Soil in this area is contaminated with ETPH at a concentration that exceeds the I/C DEC. The polluted soil is located more than four feet beneath the ground surface and is therefore inaccessible. Such polluted soil does not pose a risk to human health, provided the soil is not exposed, excavated or disturbed such that people may come into contact with it, and the soil which is rendering such polluted soil inaccessible is not disturbed in any manner. If humans were to come into contact with the pollutant present in such polluted soil, this pollutant may pose an unacceptable risk to human health. As required by Section 22a-133k-2(b)(3) of the R.C.S.A., the ELUR prohibits inaccessible soil from being exposed as a result of excavation or other intrusive activities.

Subject Area D – Former Location of 212,000-Gallon AST

Subject Area D is located in the central portion of the Property and consists of an area of approximately 0.04 acres. Soil in this area is contaminated with ETPH at a concentration that exceeds the I/C DEC. The polluted soil is located more than four feet beneath the ground surface and is therefore inaccessible. Such polluted soil does not pose a risk to human health, provided the soil is not exposed, excavated or disturbed such that people may come into contact with it, and the soil which is rendering such polluted soil inaccessible is not disturbed in any manner. If humans were to come into contact with the pollutant present in such polluted soil, this pollutant may pose an unacceptable risk to human health. As required by Section 22a-133k-2(b)(3) of the R.C.S.A., the ELUR prohibits inaccessible soil from being exposed as a result of excavation or other intrusive activities.

Subject Area E -No. 6 Off-Loading Area

Subject Area E is located in the north-central portion of the Property and consists of an area of approximately 0.27 acres. Soil in this area is contaminated with ETPH at a concentration that exceeds the I/C DEC. The soil is located immediately beneath pavement. The Commissioner of the DEP granted a variance on July 26, 2005 for such pavement allowing it to be used to render the soil immediately beneath the pavement inaccessible. Such polluted soil does not pose a risk to human health, provided the soil is not exposed, excavated or disturbed such that people may come into contact with it, and the pavement which is rendering such polluted soil inaccessible is not disturbed in any manner. If humans were to come into contact with the pollutant present in such polluted soil, this pollutant may pose an unacceptable risk to human health. As required by Section 22a-133k-2(b)(3) of the R.C.S.A., the ELUR prohibits inaccessible soil from being exposed as a result of excavation or other intrusive activities. In addition, as required by Section 22a-133k-2(b)(3) of the R.C.S.A., the ELUR requires that such pavement be maintained in good condition.

Subject Area F - G11_SB23 Area

Subject Area F is located in the east-central portion of the Property and consists of an area of approximately 0.05 acres. Soil in this area is contaminated with PAHs at concentrations that exceed the I/C DEC. The soil is located in an area of heavy established coniferous vegetation and the polluted soil is overlain by heavy vegetative litter. The entire area is surrounded by a fence to restrict access and to provide a visible, physical delineation of the area. The Commissioner of the DEP granted a variance on March 27, 2006 for such vegetation and fencing allowing it to be used as an alternative method of demonstrating compliance with the requirements for direct exposure specified in Section 22a-133k-2(b) of the R.C.S.A. Such polluted soil does not pose a risk to human health, provided the soil is not exposed, excavated or disturbed such that people may come into contact with it, and the vegetation and fencing which are preventing human exposure to the soil are not disturbed in any manner. If humans were to come into contact with the pollutants present in such polluted soil, these pollutants may pose an unacceptable risk to human health. As required by Section 22a-133k-2(b)(3) of the R.C.S.A., the ELUR prohibits the soil from being exposed as a result of excavation or other intrusive activities. The ELUR also prohibits the disturbance of the fence and requires that the vegetation be maintained in its natural state and requires the maintenance of the fence.

Subject Area G - G11_TP16 Engineered Control, Penstock Area

Subject Area G is located in the west-central portion of the Property and consists of an area of approximately 0.05 acres. Soil in this area is contaminated with arsenic, lead and PAHs at concentrations that exceed the I/C DEC. The soil is located immediately beneath one foot of clean fill and is located within a fenced area to control access. The Commissioner of the DEP approved a variance December 22, 2005, pursuant to Section 22a-133k-2(f)(B) of the R.C.S.A. allowing the clean fill and fencing to be used as an engineered control to prevent human exposure to contaminated soil. The engineered control is described in Exhibit D of the ELUR. Such polluted soil does not pose a risk to human health, provided the engineered control or underlying polluted soil is not disturbed such that people may come into contact with such polluted soil. If humans were to come into contact with the polluted soil, the polluted soil may pose an unacceptable risk to human health. The ELUR prohibits use of Subject Area G in a manner that may cause disturbance of the engineered control or underlying polluted soil, in accordance with Section 22a-133k-2(f)(2)(B)(iv) of the R.C.S.A. The ELUR also

prohibits disturbance of the fence and requires the maintenance of one foot of clean fill cover and fencing.

Subject Area H – DEC Consolidation Area

Subject Area H is located in the west-central portion of the Property and consists of an area of approximately 0.66 acres. Soil in this area is contaminated with ETPH, PAHs and polychlorinated biphenyls (PCBs) at concentrations that exceed the I/C DEC. The polluted soil is located more than four feet beneath the ground surface and is therefore inaccessible. Such polluted soil does not pose a risk to human health, provided the soil is not exposed, excavated or disturbed such that people may come into contact with it, and the soil which is rendering such polluted soil inaccessible is not disturbed in any manner. If humans were to come into contact with the pollutants present in such polluted soil, the pollutants may pose an unacceptable risk to human health. As required by Section 22a-133k-2(b)(3) of the R.C.S.A., the ELUR prohibits inaccessible soil from being exposed as a result of excavation or other intrusive activities.

Subject Area I – J9 Area

Subject Area I is located in the central portion of the Property and consists of an area of approximately 0.002 acres. Soil in this area is contaminated with ETPH and PAHs at concentrations that exceed the I/C DEC. The polluted soil is located more than four feet beneath the ground surface and is therefore inaccessible. Such polluted soil does not pose a risk to human health, provided the soil is not exposed, excavated or disturbed such that people may come into contact with it, and the soil which is rendering such polluted soil inaccessible is not disturbed in any manner. If humans were to come into contact with the pollutants present in such polluted soil, the pollutants may pose an unacceptable risk to human health. As required by Section 22a-133k-2(b)(3) of the R.C.S.A., the ELUR prohibits inaccessible soil from being exposed as a result of excavation or other intrusive activities.

Subject Area J – PMC Engineered Control

Subject Area J is located in the west-central portion of the Property and consists of an area of approximately 0.47 acres. Soil in this area is contaminated with ETPH, PAHs, arsenic and lead at concentrations that exceed the I/C DEC and the Pollutant Mobility Criteria for GB Groundwater (GB PMC). Nickel is also present at concentrations

exceeding the GB PMC. The polluted soil is located beneath an engineered control. The entire engineered control area is surrounded by a fence to restrict access and to provide a visible, physical delineation of the engineered control area. The engineered control is described in Exhibit D of the ELUR. Such polluted soil does not pose a risk to human health, provided the engineered control or underlying polluted soil is not disturbed such that people may come into contact with such polluted soil. If humans were to come into contact with the polluted soil, such polluted soil may pose an unacceptable risk to human health. The polluted soil does not pose a risk to groundwater quality, provided that the engineered control or underlying polluted soil is not disturbed in any manner that allows the infiltration of soil water. If the engineered control is disturbed and underlying polluted soil is disturbed or exposed, infiltration of soil water through such polluted soil may pose an unacceptable risk to groundwater quality. The ELUR prohibits use of Subject Area J in a manner that may cause disturbance of the engineered control or underlying polluted soil, in accordance with Section 22a-133k-2(f)(2)(B)(iv) of the R.C.S.A. and prohibits disturbance of the geocomposite clay liner as a result of excavation or other intrusive activities. The ELUR also prohibits disturbance of the fence and requires maintenance of the fence and engineered control.

Subject Area K – Railroad Siding Area

Subject Area K is located in the central portion of the Property and consists of an area of approximately 0.03 acres. Soil in this area is contaminated with PAHs at concentrations that exceed the I/C DEC. The polluted soil is located more than four feet beneath the ground surface and is therefore inaccessible. Such polluted soil does not pose a risk to human health, provided the soil is not exposed, excavated or disturbed such that people may come into contact with it, and the soil which is rendering such polluted soil inaccessible is not disturbed in any manner. If humans were to come into contact with the pollutants present in such polluted soil, the pollutants may pose an unacceptable risk to human health. As required by Section 22a-133k-2(b)(3) of the R.C.S.A., the ELUR prohibits inaccessible soil from being exposed as a result of excavation or other intrusive activities.

Subject Area L – G4 Engineered Control

Subject Area L is located in the west-central portion of the Property and consists of an area of approximately 0.36 acres. Soil in this area is contaminated with PAHs, lead and arsenic at concentrations that exceed the I/C DEC. The soil is located immediately

beneath pavement. The Commissioner of the DEP approved a variance December 22, 2005, pursuant to Section 22a-133k-2(f)(B) of the R.C.S.A. allowing the pavement to be used as an engineered control to prevent human exposure to contaminated soil. The entire engineered control area is surrounded by a fence to restrict access and to provide a visible, physical delineation of the engineered control area. The engineered control is described in Exhibit D of the ELUR. Such polluted soil does not pose a risk to human health, provided the engineered control or underlying polluted soil is not disturbed such that people may come into contact with such polluted soil. If humans were to come into contact with the polluted soil, such polluted soil may pose an unacceptable risk to human health. The ELUR prohibits use of Subject Area L in a manner that may cause disturbance of the engineered control or underlying polluted soil, in accordance with Section 22a-133k-2(f)(2)(B)(iv) of the R.C.S.A. The ELUR also prohibits disturbance of the fence, requires maintenance of the fence, engineered control, and pavement.

Subject Area M - G11_TP28 Solid Waste Disposal Area

Subject Area M is located in the central portion of the Property, and consists of an area of approximately 0.07 acres. Soil in Subject Area M is intermingled with solid waste including, but not limited to, metal, glass, wood and plastic. Such soil and solid waste at Subject Area M is located more than two feet below sandy gravel, which surface is resistant to erosion. The ELUR prohibits disturbance of material above solid waste. The ELUR also prohibits solid waste from being exposed or disturbed as a result of excavation, demolition, erosion or other activities.

Subject Area N - G11_TP28/G11_TP47 Area

Subject Area N is located in the central portion of the Property and consists of an area of approximately 0.19 acres. Soil in this area is contaminated with lead at concentrations that exceed the I/C DEC. The polluted soil is located more than four feet beneath the ground surface and is therefore inaccessible. Such polluted soil does not pose a risk to human health, provided the soil is not exposed, excavated or disturbed such that people may come into contact with it, and the soil which is rendering such polluted soil inaccessible is not disturbed in any manner. If humans were to come into contact with the pollutant present in such polluted soil, this pollutant may pose an unacceptable risk to human health. As required by Section 22a-133k-2(b)(3) of the R.C.S.A., the ELUR prohibits inaccessible soil from being exposed as a result of excavation or other intrusive activities.

Subject Area O - Solid Waste Disposal Area, Former Debris Pit Area

Subject Area O is located in the east-central portion of the Property, and consists of an area of approximately 0.67 acres. Soil in Subject Area O is intermingled with solid waste including, but not limited to, metal, glass, wood and plastic, newspaper, leather, rubber, hosing, ladders, grates, fabric, string, roofing paper, light ballast and slag. Such solid waste at Subject Area O is either located more than two feet below surface or the surface is heavily vegetated and resistant to erosion. The ELUR prohibits disturbance of material above solid waste. The ELUR prohibits solid waste from being exposed or disturbed as a result of excavation, demolition, erosion or other activities and requires that the vegetation be maintained in its natural state.

Subject Area P - Return Pump House Compressor Area

Subject Area P is located within the footprint of the Return Pump House located in the southern portion of the Property, and consists of an area of approximately 0.02 acres. The soil in this area is polluted with ETPH at a concentration that exceeds the I/C DEC and the GB PMC. The polluted soil is located beneath an existing building and is therefore inaccessible and environmentally isolated. Such polluted soil does not pose a risk to human health, provided the soil is not exposed, excavated or disturbed such that people may come into contact with it, and the building slab which is rendering such polluted soil inaccessible is not disturbed in any manner. If humans were to come into contact with the pollutant present in such polluted soil, this pollutant may pose an

unacceptable risk to human health. As required by Section 22a-133k-2(b)(3) of the R.C.S.A., the ELUR prohibits inaccessible soil from being exposed as a result of excavation or other intrusive activities. The polluted soil does not pose a risk to groundwater quality provided such polluted soil is not exposed to infiltration of soil water due to, among other activities, the demolition of the building. If the building is demolished or the polluted soil is exposed to the infiltration of soil water, such polluted soil may pose an unacceptable risk to groundwater quality. In accordance with Section 22a-133k-2(c)(4)(B) of the R.C.S.A, the ELUR prohibits demolition of the building and the infiltration of soil water into such polluted soil. The building consists of the roof, structural walls, and building slabs, which collectively act to isolate the polluted soil.

Subject Area Q - Existing Clarifier

Subject Area Q is located in the southern portion of the Property and consists of an existing clarifier tank that covers an area encompassing approximately 0.37 acres. Because of the presence of the existing clarifier, the soil beneath the clarifier could not be investigated. Soil beneath the clarifier may contain ETPH and PAHs at concentrations that exceed the I/C DEC and the GB PMC. Because the soil is located beneath the existing clarifier, for which notice has been provided to the Commissioner of the DEP that the existing clarifier is a permanent structure, the soil is inaccessible. The Commissioner of the DEP granted an approval letter on April 24, 2008 for such clarifier allowing it to be used to render the soil beneath the clarifier environmentally isolated. Such polluted soil does not pose a risk to human health, provided the soil is not exposed, excavated or disturbed such that people may come into contact with it, and the clarifier which is rendering such polluted soil inaccessible is not disturbed in any manner. If humans were to come into contact with the pollutants present in such polluted soil, the pollutants may pose an unacceptable risk to human health. As required by Section 22a-133k-2(b)(3) of the R.C.S.A., the ELUR prohibits inaccessible soil from being exposed as a result of excavation or other intrusive activities. The polluted soil does not pose a risk to groundwater quality provided such polluted soil is not exposed to infiltration of soil water due to, among other activities, the demolition of the clarifier. If the clarifier is demolished or the polluted soil is exposed to the infiltration of soil water, such polluted soil may pose an unacceptable risk to groundwater quality. In accordance with Section 22a-133k-2(c)(4)(B) of the R.C.S.A, the ELUR prohibits demolition of the clarifier and the infiltration of soil water into such polluted soil. The clarifier and all its structural components collectively act to environmentally isolate and render inaccessible the polluted soil.

Subject Area R - Tow Motor Shop

Subject Area R is located within the footprint of the Tow Motor Shop located in the northeast portion of the mill building, and consists of an area of approximately 0.03 acres. Soil in this area is polluted with ETPH at a concentration that exceeds the GA PMC. The polluted soil is located beneath an existing building and is therefore environmentally isolated. The polluted soil does not pose a risk to groundwater quality provided such polluted soil is not exposed to infiltration of soil water due to, among other activities, the demolition of the building. If the building is demolished or the polluted soil is exposed to the infiltration of soil water, such polluted soil may pose an unacceptable risk to groundwater quality. In accordance with Section 22a-133k-2(c)(4)(B) of the R.C.S.A, the ELUR prohibits demolition of the building and the infiltration of soil water into such polluted soil. The building consists of the roof, structural walls, and building slabs, which collectively act to isolate the polluted soil.

Subject Area S - Solid Waste Disposal Area, Western Area of PRIA 1

Subject Area S is located in the west-central portion of the Property, and consists of an area of approximately 2.88 acres. Soil in Subject Area S is intermingled with solid waste including, but not limited to, shoes, metal, glass, hoses, paper, wood, batteries, a tire, ash, slag and leather. Such solid waste at Subject Area S is either covered with at least two feet of clean fill with a vegetated surface or is below pavement. The ELUR prohibits disturbance of material above solid waste. The ELUR also prohibits solid waste from being exposed or disturbed as a result of excavation, demolition, erosion or other activities. The ELUR requires that the pavement be maintained in good condition and that the vegetation be maintained in its natural state.

Subject Area T - Active Railroad Track

Subject Area T is located in the west-central portion of the Property and consists of an area of approximately 218 square feet. Soil in this area is contaminated with ETPH at a concentration that exceeds the I/C DEC. The soil is located immediately beneath a railroad track. The Commissioner of DEP granted a variance on April 24, 2008 for such railroad track, allowing it to be used to render the soil immediately beneath the railroad track inaccessible. Such polluted soil does not pose a risk to human health, provided the soil is not exposed, excavated or disturbed such that people may come into contact with

it, and the railroad track which is rendering such polluted soil inaccessible is not disturbed in any manner. If humans were to come into contact with the pollutant present in such polluted soil, this pollutant may pose an unacceptable risk to human health. As required by Section 22a-133k-2(b)(3) of the R.C.S.A., the ELUR prohibits inaccessible soil from being exposed as a result of excavation or other intrusive activities. In addition, as required by Section 22a-133k-2(b)(3) of the R.C.S.A., the ELUR requires that the railroad track be maintained in good condition. The railroad track consists of the ballast, sub-ballast, tracks and ties which collectively act to render the soil inaccessible.

Public Notice of the Grantor's intent to record the ELUR, as required by R.C.S.A. Section 22a-133q-1(c)(1) was published in The Hartford Courant on May 10, 2009 and in the Norwich Bulletin on May 10, 2009. No comments from the public were received during the 30-day comment period.

Approval of this Decision Document is hereby granted.

Date

4/15/11

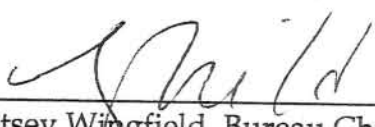
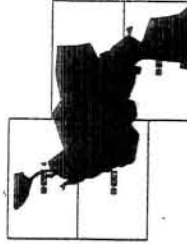
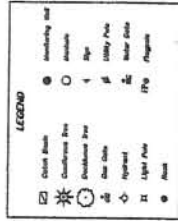
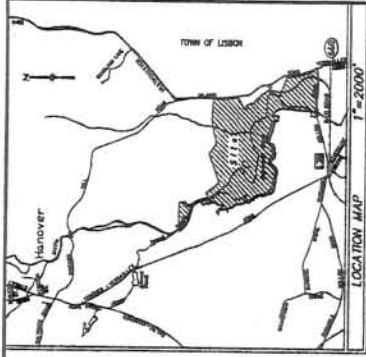

Betsey Wingfield, Bureau Chief
Bureau of Water Protection & Land Reuse
Department of Environmental Protection

Exhibit C - A-2 Survey
Declaration of Environmental Land Use Restriction and Grant of Easement
Cascades Boxboard Group-Connecticut LLC (former Sprague Paperboard)
130 Inland Road, Sprague, Connecticut
Page 1

EXHIBIT C

A-2 SURVEY

(See Attached)



Subject Area A
Area = 2200± Acres



This map was prepared by the Surveying and Mapping Department of the U.S. Army Corps of Engineers, Waterways Experiment Station, Vicksburg, Mississippi. It was prepared under the supervision of the District Engineer, New England District, Boston, Massachusetts. The map was prepared from the original survey data and is not to be used for any other purpose without the written consent of the District Engineer.

Sheet 1 of 25
See Sheet 3 for Notes

U.S. Army Corps of Engineers

Waterways Experiment Station

Vicksburg, Mississippi

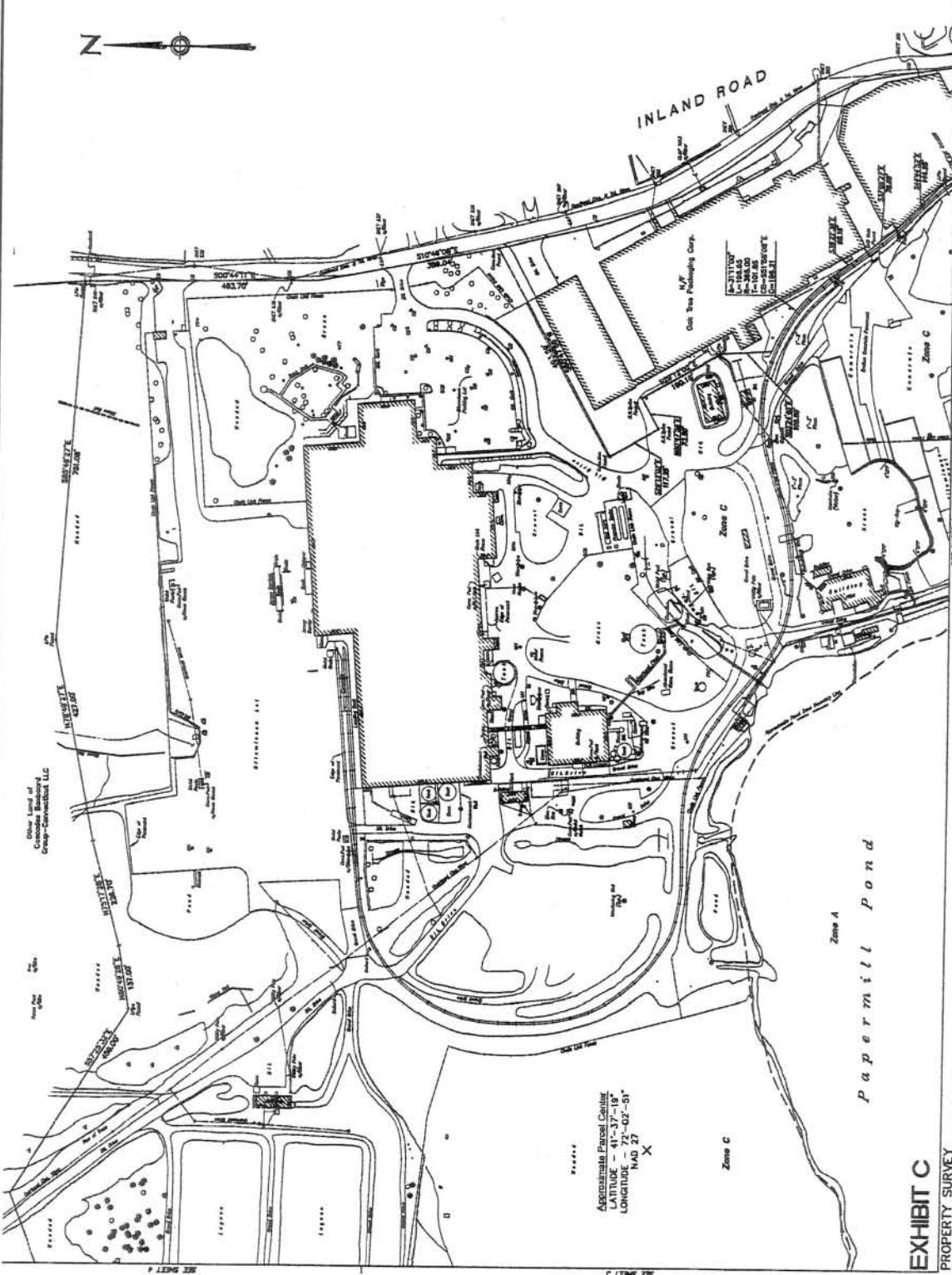
Project No. 34-15578

Sheet No. 1 of 25

Drawn by K. COOKE

Checked by K. COOKE

Date 11-1-1



SEE SHEET 2

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EXHIBIT C

PROPERTY SURVEY
ALTA VACSM LAND TITLE SURVEY
ELUR MAPPING
LAND OF

CASCADES BOXBOARD GROUP-CONNECTICUT LLC
PARCEL I AND V OF 130 INLAND ROAD
SPRAGUE, CONNECTICUT

SEE SHEET 4

SEE SHEET 2

SEE SHEET 2

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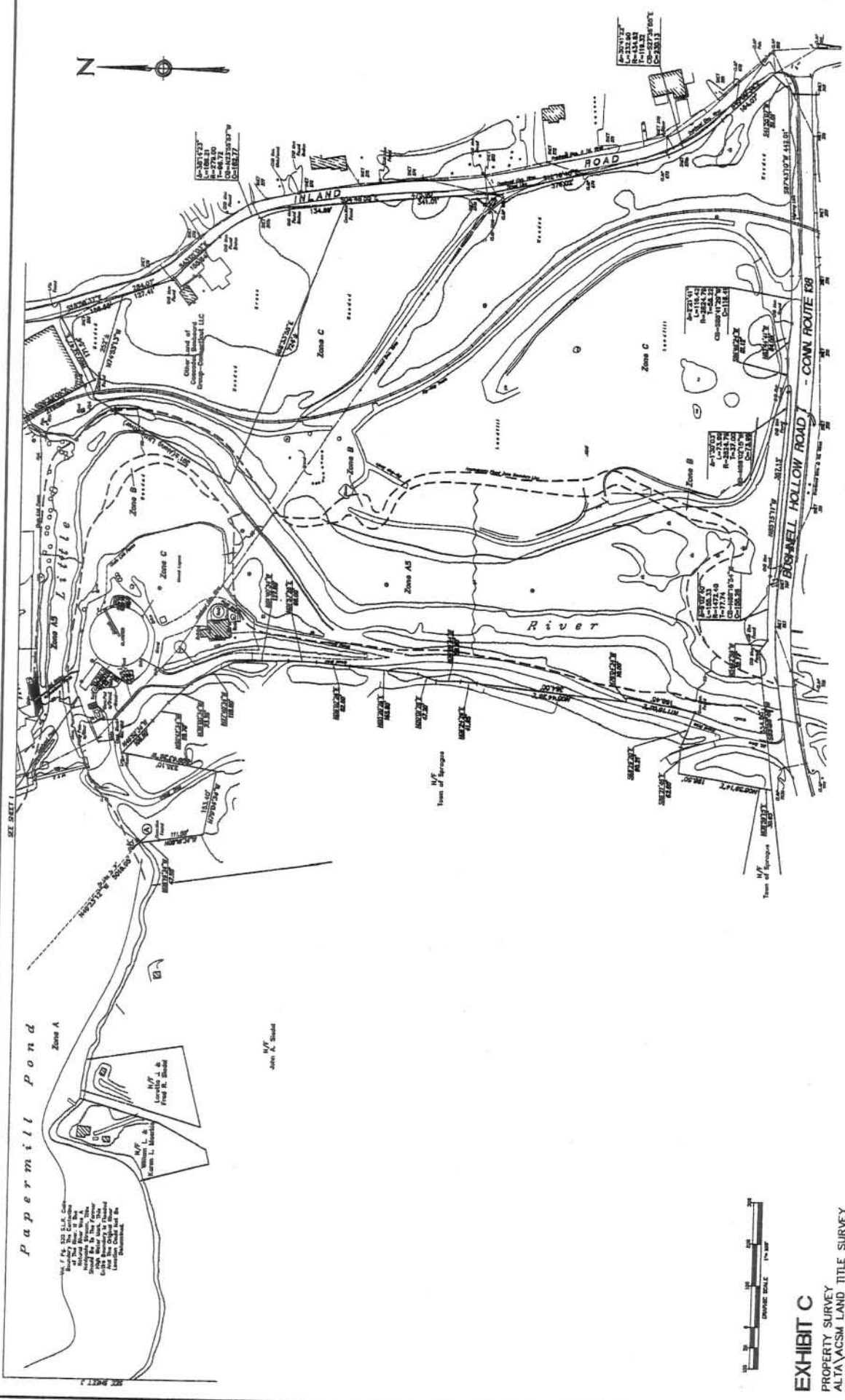


EXHIBIT C

PROPERTY SURVEY
ALTA VACSM LAND TITLE SURVEY
ELUR MAPPING
LAND OF

CASCADES BOXBOARD GROUP-CONNECTICUT LLC
PARCEL 1 AND V OF 130 INLAND ROAD
SPRAGUE, CONNECTICUT

SEE SHEET 2 OF 25
SEE SHEET 3 FOR NOTES

URS Engineering and Mapping by URS Corporation AER 100 Corporate Drive, Suite 200 New Canaan, CT 06840 Tel: (203) 426-8800 Fax: (203) 426-8801		Scale: 1" = 100' North Arrow 1556-78 34155378	
Project Name: ALTA VACSM LAND TITLE SURVEY Client: CASCADES BOXBOARD GROUP-CONNECTICUT LLC Surveyor: JOHN R. SHADY Survey Date: 10/15/2014		Drawn by: JOHN R. SHADY Checked by: JOHN R. SHADY Date: 10/15/2014	

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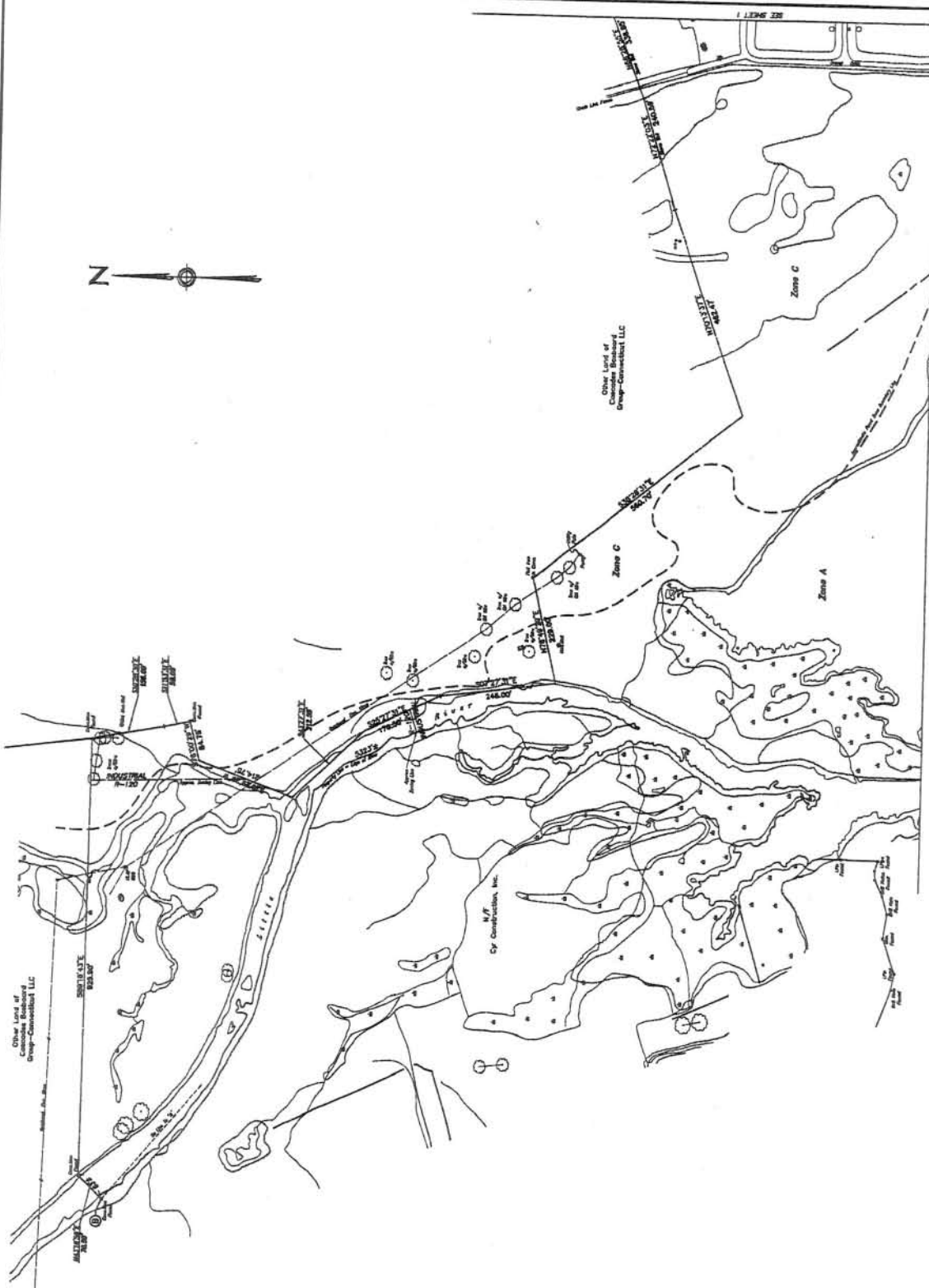


EXHIBIT C

PROPERTY SURVEY
ALTA/ACSM LAND TITLE SURVEY
ELUR MAPPING
LAND OF

CASCADES BOXBOARD GROUP-CONNECTICUT LLC
PARCEL 1 AND V OF 130 INLAND ROAD
SPRAGUE, CONNECTICUT

No.	Date	Revision description
1	10/1/13	Initial Survey
2	10/1/13	Survey to include 130 Inland Rd
3	10/1/13	Survey to include 130 Inland Rd
4	10/1/13	Survey to include 130 Inland Rd
5	10/1/13	Survey to include 130 Inland Rd
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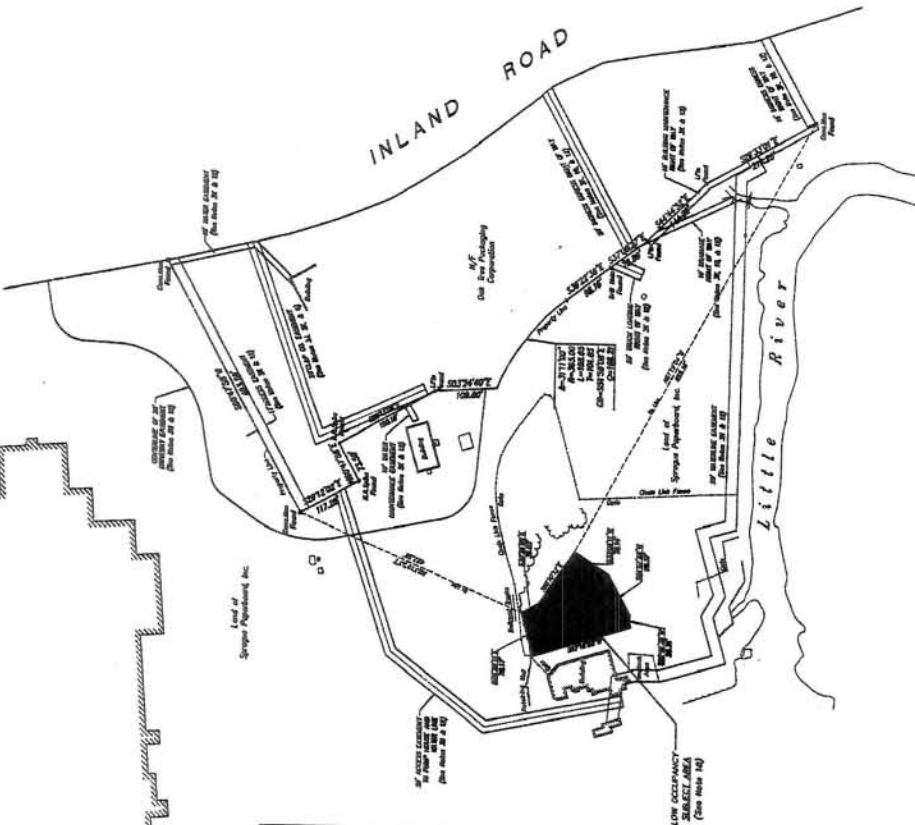
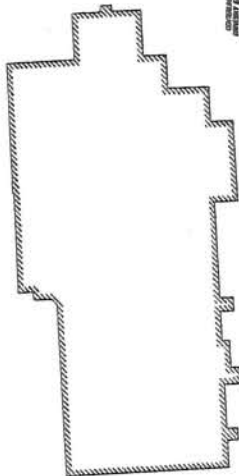
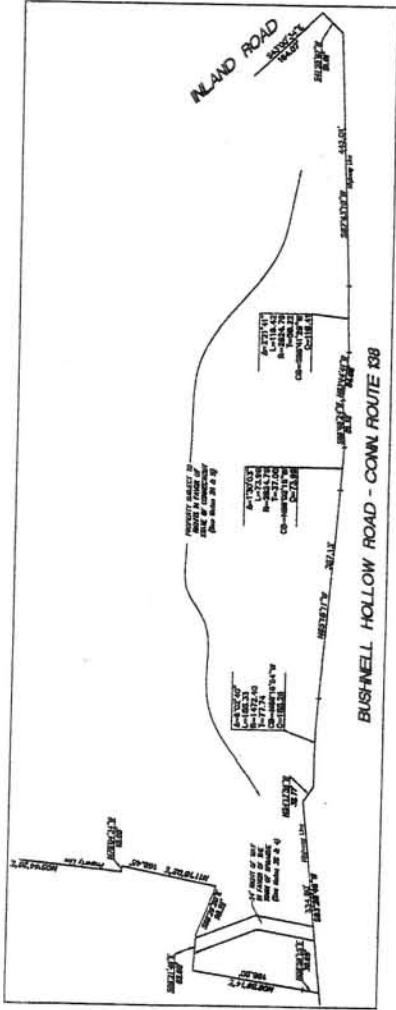
TO BE AVAILABLE AND RELIED UPON AS A BASIS FOR ANY SUBSEQUENT CONVEYANCE OF THE LAND

MODIFIED BY: WILSON, L.L.
DATE: 10/1/13
WORK AND FIELD COPIES OF THIS MAP OR PLAN MUST BEAT THE ORIGINAL SURVEYOR'S RECORD COPY AND BE AVAILABLE FOR INSPECTION AT ALL TIMES.

URS
Survey and Mapping by
URS Corporation AEB
100 Corporate Blvd, Suite 200
St. Louis, MO 63103
Tel: (314) 837-4000
Fax: (314) 837-4000

SEE SHEET 4 OF 25
SEE SHEET 3 FOR NOTES

Drawn by: A. COLEMAN
Checked by: A. COLEMAN
Scale: 1" = 100'
Project: 100-130
Sheet: 100-130-001



EASEMENT DETAILS

EXHIBIT C

PROPERTY SURVEY
ALTA VACSM LAND TITLE SURVEY
ELUR MAPPING
LAND OF

CASCADES BOXBOARD GROUP-CONNECTICUT LLC
PARCEL 1 AND V OF 130 INLAND ROAD
SPRAGUE, CONNECTICUT

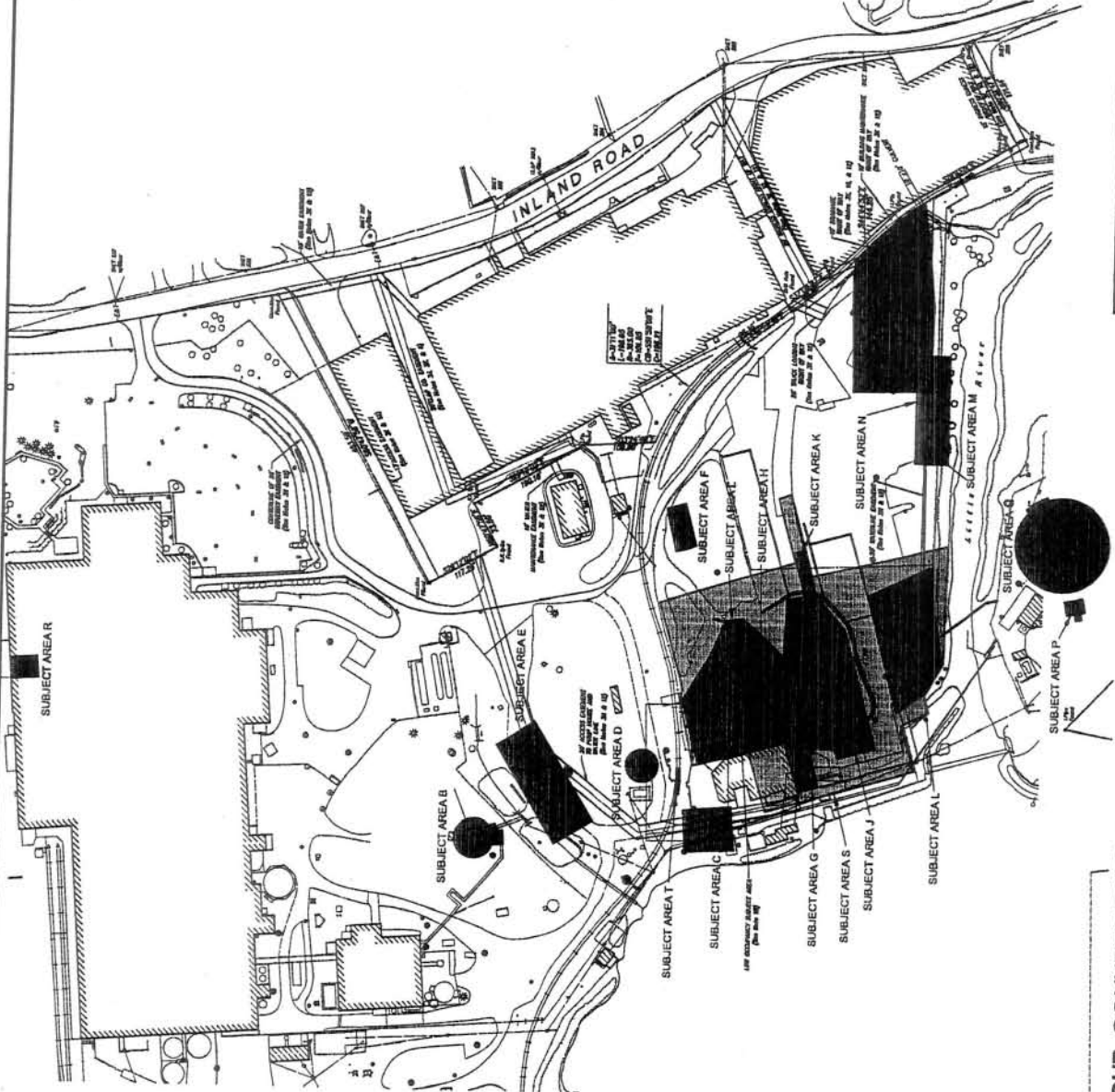


TO ANY KNOWLEDGE AND BELIEF THE MAP IS REASONABLY CORRECT AS NOTED HEREIN		URBS		SEE SHEET 3 OF 75 FOR NOTES	
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100	1/25/21	100	1/25/21	100	1/25/21

SHEET 6 OF 25
SEE SHEET 3 FOR NOTES

[illegible]

TO MY KNOWLEDGE AND BELIEF THIS MAP IS
SUBSTANTIALLY CORRECT AS NOTED HEREON

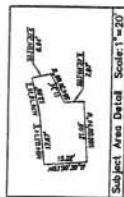


SUBJECT AREA INDEX

EXHIBIT C

PROPERTY SURVEY
ALTA\ACSM LAND TITLE SURVEY
ELUR MAPPING
LAND OF

CASCADES BOXBOARD GROUP-CONNECTICUT LLC
PARCEL 1 AND V OF 130 INLAND ROAD
SPRAGUE, CONNECTICUT



SUBJECT AREA B

EXHIBIT C

PROPERTY SURVEY
ALTA/ACSM LAND TITLE SURVEY
ELUR MAPPING
LAND OF

CASCADES BOXBOARD GROUP-CONNECTICUT LLC
PARCEL I AND V OF 130 INLAND ROAD
SPRAGUE, CONNECTICUT

SHEET 7 OF 25
SEE SHEET 3 FOR NOTES

Revision		By	Date
1	Initial Survey	URS	12/13/11
2	Final Survey	URS	12/13/11
3	Final Survey	URS	12/13/11
4	Final Survey	URS	12/13/11
5	Final Survey	URS	12/13/11
6	Final Survey	URS	12/13/11
7	Final Survey	URS	12/13/11
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URS
Engineering and Surveying
1000 West 10th Street
Suite 100
Anchorage, Alaska 99501
Phone: 907.561.1000
Fax: 907.561.1001
Email: info@urscorp.com
Website: www.urscorp.com
Project # 34-05578
Drawn by L. COLEMAN
Checked by J. COLEMAN
Date 12/13/11





CASCADES BOXBOARD GROUP-CONNECTICUT LLC
PARCEL I AND V OF 130 INLAND ROAD
SPRAGUE, CONNECTICUT

6-377130*
L-104.63
R-103.00
P-104.85
C06-550 247007

TO MY KNOWLEDGE AND BELIEF THIS MAP IS
SUBSTANTIALLY CORRECT AS NOTED HEREIN

MICHAEL E. WALKER, L.S.

LOCATED AND DRAWN
THIS AND VALED COPIES OF THIS MAP ON PLAN MUST BEAT THE ORIGINAL
BURNED AND CHANGED SEAL OF THE ABOVE NAMED LAND SURVEYOR
UNAUTHORIZED REPRODUCTION OR ALTERATION IS FOWARD

Environ Biol Fish (2015) 98:1031–1041

SHEET 8 OF 25
SEE SHEET 3 FOR NOTES

1	1/21/01	James A. Ladd	Project #	30455578	Rev. #	1
2	7/2/01	Copyrights Protected, Dr. David S.	Project #			
3	7/2/01	Dr. David S. Ladd	Project #			
4	7/2/01	Dr. David S. Ladd	Project #			
5	7/2/01	Dr. David S. Ladd	Project #			
6	7/2/01	Dr. David S. Ladd	Project #			
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65	7/2/01	Dr. David S. Ladd	Project #			



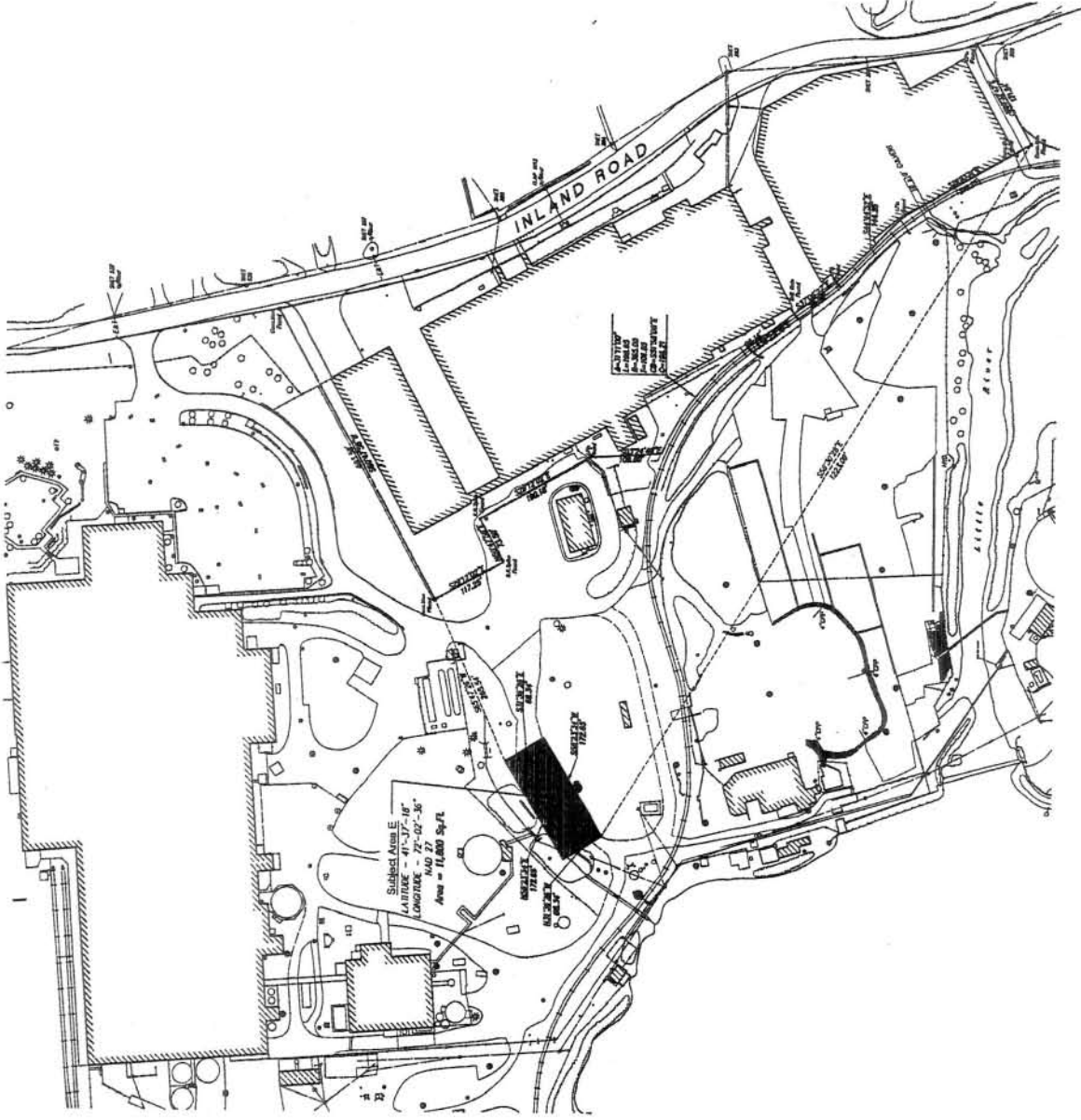
CASCADES BOXBOARD GROUP-CONNECTICUT LLC
PARCEL 1 AND V OF 130 INLAND ROAD
SPRAGUE, CONNECTICUT

A=317.00°
L=128.63
P=363.00
T=304.83
C=554.50
G=128.21

TO MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON

Endbericht und

[illegible]



SUBJECT AREA E

EXHIBIT C

PROPERTY SURVEY
ALTA/ACSM LAND TITLE SURVEY
ELUR MAPPING
LAND OF

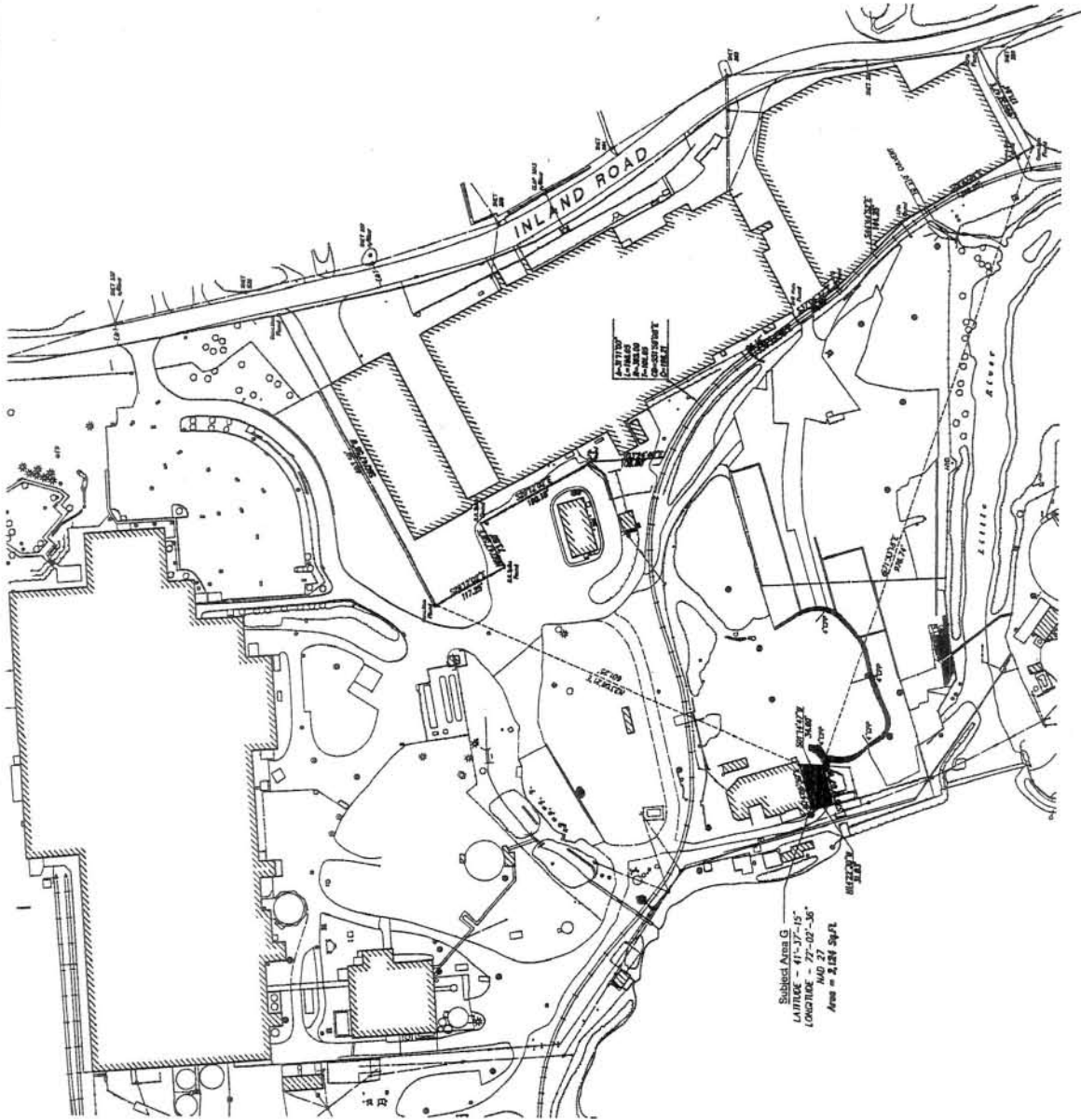
CASCADES BOXBOARD GROUP-CONNECTICUT LLC
PARCEL I AND V OF 130 INLAND ROAD
SPRAGUE, CONNECTICUT



TO BE FORWARDED AND MAP OF THIS MAP IS
NECESSARILY CORRECT AS NOTED HEREIN
MOORE E. WILSON, L.L.C.
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TOWN OF THE TOWN

SEE SHEET 10 OF 25
SEE SHEET 3 FOR NOTES

Revisions		Revised description
1	1/2/21	Initial Survey
2	2/2/21	Corrected Boundary to Block 2
3	2/2/21	Corrected Boundary to Block 2
4	2/2/21	Corrected Boundary to Block 2
5	2/2/21	Corrected Boundary to Block 2
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100	2/2/21	Corrected Boundary to Block 2



SUBJECT AREA G

EXHIBIT C

PROPERTY SURVEY
ALTA ACSD LAND TITLE SURVEY
ELUR MAPPING
LAND OF

CASCADES BOXBOARD GROUP-CONNECTICUT LLC
PARCEL I AND V OF 130 INLAND ROAD
SPRAGUE, CONNECTICUT

TO BE CONSIDERED AND PART OF THE MAP IS
NATURALLY CORRECT AS NOTED HEREIN

MODALITY: W. WILSON, L.L.C.
TAXPAYER: THE TAXPAYER
THE TAXPAYER HAS BEEN ADVISED THAT THE
RECORDING AND CORRECTING OF THIS MAP SHALL BE THE
RESPONSIBILITY OF THE TAXPAYER AND NOT THE
MAPPING ENGINEER OR SURVEYOR.



SEE SHEET 12 OF 25
FOR NOTES

REVISIONS		REVISION DESCRIPTION
1	1/2/2024	Initial Survey
2	1/2/2024	Complete Boundary of Parcel I
3	1/2/2024	Complete Boundary of Parcel V
4	1/2/2024	Complete Boundary of Parcel G
5	1/2/2024	Complete Boundary of Parcel H
6	1/2/2024	Complete Boundary of Parcel J
7	1/2/2024	Complete Boundary of Parcel K
8	1/2/2024	Complete Boundary of Parcel L
9	1/2/2024	Complete Boundary of Parcel M
10	1/2/2024	Complete Boundary of Parcel N
11	1/2/2024	Complete Boundary of Parcel O
12	1/2/2024	Complete Boundary of Parcel P
13	1/2/2024	Complete Boundary of Parcel Q
14	1/2/2024	Complete Boundary of Parcel R
15	1/2/2024	Complete Boundary of Parcel S
16	1/2/2024	Complete Boundary of Parcel T
17	1/2/2024	Complete Boundary of Parcel U
18	1/2/2024	Complete Boundary of Parcel V
19	1/2/2024	Complete Boundary of Parcel W
20	1/2/2024	Complete Boundary of Parcel X
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22	1/2/2024	Complete Boundary of Parcel Z
23	1/2/2024	Complete Boundary of Parcel AA
24	1/2/2024	Complete Boundary of Parcel AB
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54	1/2/2024	Complete Boundary of Parcel BF
55	1/2/2024	Complete Boundary of Parcel BG
56	1/2/2024	Complete Boundary of Parcel BH
57	1/2/2024	Complete Boundary of Parcel BI
58	1/2/2024	Complete Boundary of Parcel BJ
59	1/2/2024	Complete Boundary of Parcel BK
60	1/2/2024	Complete Boundary of Parcel BL
61	1/2/2024	Complete Boundary of Parcel BM
62	1/2/2024	Complete Boundary of Parcel BN
63	1/2/2024	Complete Boundary of Parcel BO
64	1/2/2024	Complete Boundary of Parcel BP
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67	1/2/2024	Complete Boundary of Parcel BS
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69	1/2/2024	Complete Boundary of Parcel BU
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71	1/2/2024	Complete Boundary of Parcel BW
72	1/2/2024	Complete Boundary of Parcel BX
73	1/2/2024	Complete Boundary of Parcel BY
74	1/2/2024	Complete Boundary of Parcel BZ
75	1/2/2024	Complete Boundary of Parcel CA
76	1/2/2024	Complete Boundary of Parcel CB
77	1/2/2024	Complete Boundary of Parcel CC
78	1/2/2024	Complete Boundary of Parcel CD
79	1/2/2024	Complete Boundary of Parcel CE
80	1/2/2024	Complete Boundary of Parcel CF
81	1/2/2024	Complete Boundary of Parcel CG
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87	1/2/2024	Complete Boundary of Parcel CM
88	1/2/2024	Complete Boundary of Parcel CN
89	1/2/2024	Complete Boundary of Parcel CO
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95	1/2/2024	Complete Boundary of Parcel CU
96	1/2/2024	Complete Boundary of Parcel CV
97	1/2/2024	Complete Boundary of Parcel CW
98	1/2/2024	Complete Boundary of Parcel CX
99	1/2/2024	Complete Boundary of Parcel CY
100	1/2/2024	Complete Boundary of Parcel CZ

EXHIBIT C

PROPERTY SURVEY
ALTA\ACSM LAND TITLE SURVEY
ELUR MAPPING
LAND OF

CASCADES BOXBOARD GROUP-CONNECTICUT LLC
PARCEL I AND V OF 130 INLAND ROAD
SPRAGUE, CONNECTICUT



Subject Area H —
LATITUDE - 41°-37'-15"
LONGITUDE - 72°-02'-35"
NAD 27
Area = 28,634 Sq.Ft.

TO BE KNOWN AND BELIEF OF HIS MAY BE
SUBSTANTIALLY CORRECT AS NOTED ABOVE

MICHAEL E. WALKER, L.E. LICENSE NO. 14358

THAT AND VALID COPIES OF THIS MAY BE PLAIN MUST BEAR THE ORIGINAL
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UNAUTHORIZED REPRODUCTION OR ALTERATION IS FORBIDDEN

SHEET 13 OF 25
SEE SHEET 3 FOR NOTES

1	1/24/74	John Adams	Project #	30-1557878	Page #	1
2	2/1/74	James Earl Ray	Decrease by			
3	2/1/74	James Earl Ray				
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SHEET 14 OF 25
SEE SHEET 3 FOR NOTES

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100	INITIAL	1/2/71	1/2/71

TO MY KNOWLEDGE AND BELIEF THIS MAP IS
THE FIRST OF ITS KIND IN THE WORLD

TO MY KNOWLEDGE AND BELIEF THIS MAP IS
SUBSTANTIALLY CORRECT AS NOTED HEREON

ARMANDO G. BLANCK, L.S.

LEGEND: SEE PAGE 13

THIS MAP WAS PREPARED FOR THE GENERAL
LAND OFFICE OF THE ARMY, WASHINGTON, D.C.
AND IS NOT TO BE USED FOR ANY OTHER
PURPOSE WITHOUT THE WRITTEN PERMISSION
OF THE GENERAL LAND OFFICE.

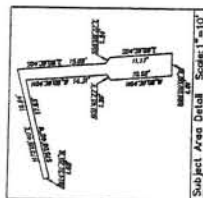
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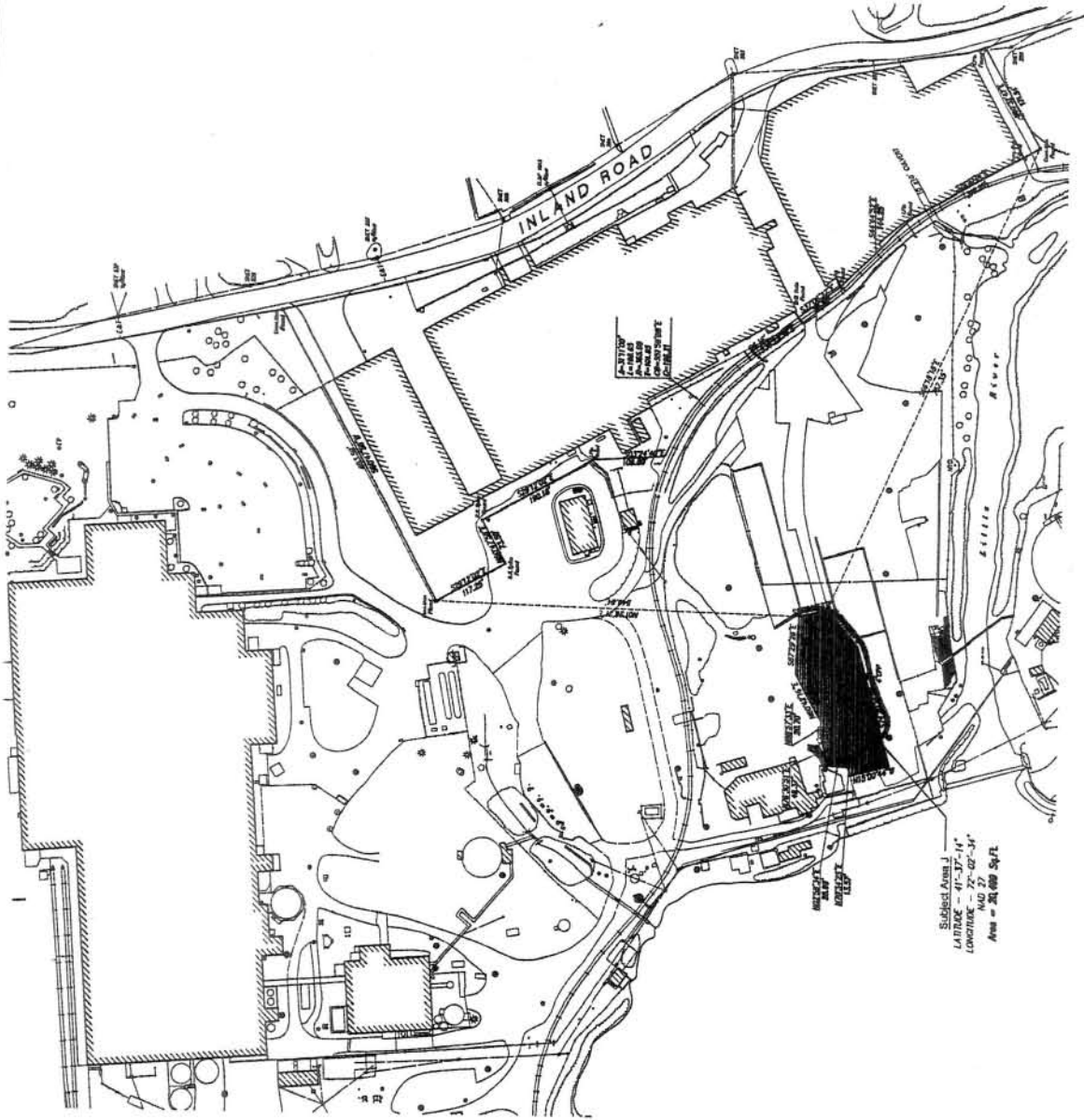
SUBJECT AREA I

EXHIBIT C

PROPERTY SURVEY
ALTA\ACSM LAND TITLE SURVEY
ELUR MAPPING
LAND OF

CASCADES BOXBOARD GROUP-CONNECTICUT LLC
PARCEL I AND V OF 130 INLAND ROAD
SPRAGUE, CONNECTICUT





Subject Area J
LATITUDE - 41°-37'-14"
LONGITUDE - 72°-02'-34"
Area = 25,000 Sq. Ft.

SUBJECT AREA J

EXHIBIT C

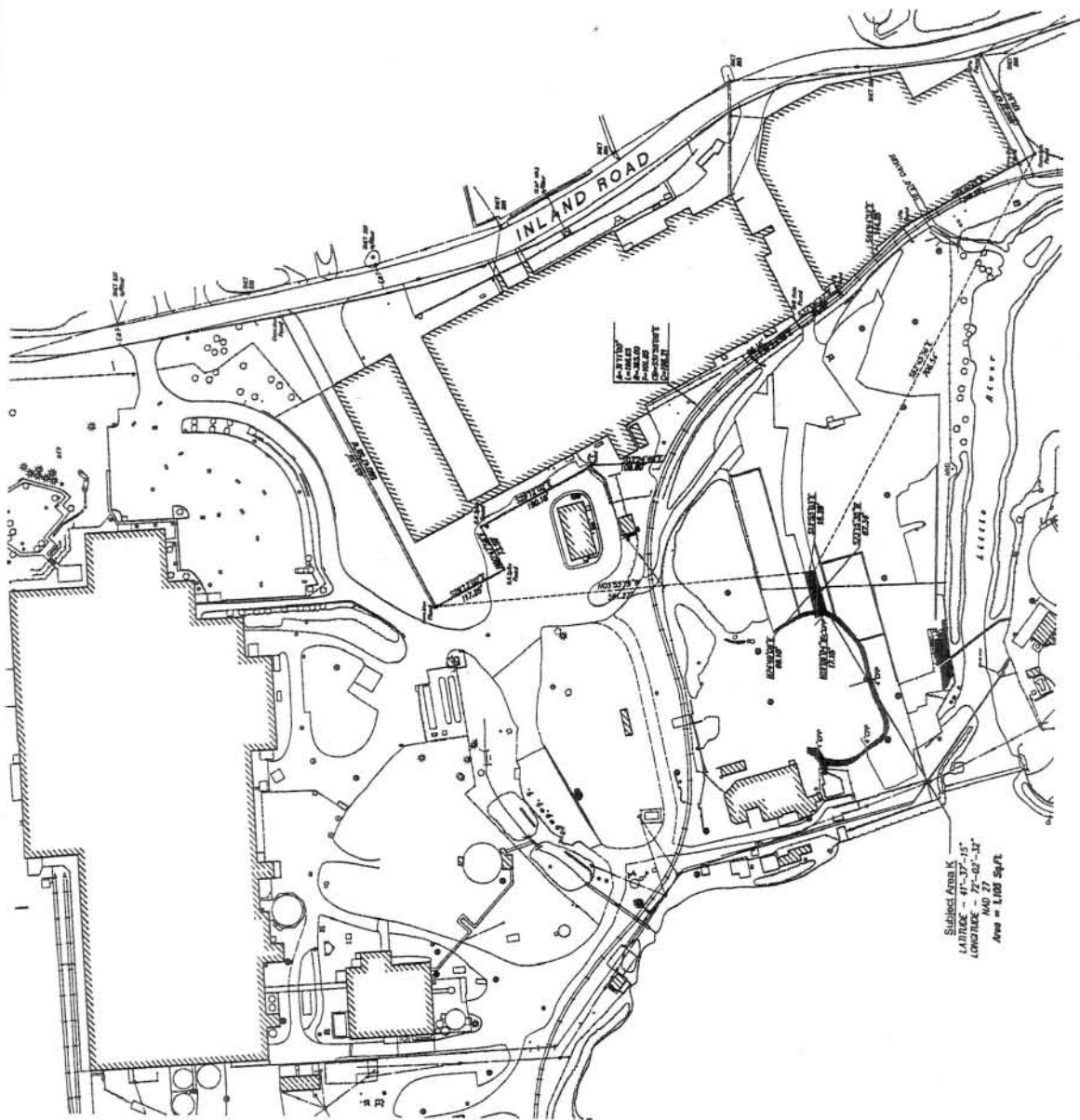
PROPERTY SURVEY
ALTA VACSM LAND TITLE SURVEY
ELUR MAPPING
LAND OF

CASCADES BOXBOARD GROUP-CONNECTICUT LLC
PARCEL I AND V OF 130 INLAND ROAD
SPRAGUE, CONNECTICUT

SEE SHEET 15 OF 25
SEE SHEET 3 FOR NOTES

Revision		Drawn by	Checked by	App. Date
1	2/20/15	John J. Allen	John J. Allen	2/20/15
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NO AIR PHOTOGRAPHY AND MEASUREMENT THIS MAP IS
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Subj. Area K
LATITUDE - 41°-37'-15"
LONGITUDE - 72°-02'-31"
Area = 1.00 Sq. Ft.

SUBJECT AREA K

EXHIBIT C

PROPERTY SURVEY
ALTA VCSM LAND TITLE SURVEY
ELUR MAPPING
LAND OF

CASCADES BOXBOARD GROUP-CONNECTICUT LLC
PARCEL I AND V OF 130 INLAND ROAD
SPRAGUE, CONNECTICUT

THIS SURVEYING AND MAP OF THIS MAP IS
THE PROPERTY OF THE SURVEYOR
AND SHALL REMAIN IN HIS POSSESSION
UNLESS OTHERWISE PROVIDED IN WRITING
MICHAEL E. WALKER, L.S.
LICENSE NO. 10281



SEE SHEET 16 OF 25
SEE SHEET 3 FOR NOTES

Revision Description	
1	Initial Survey
2	Revised Survey
3	Revised Survey
4	Revised Survey
5	Revised Survey
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98	Revised Survey
99	Revised Survey
100	Revised Survey



EXHIBIT C

PROPERTY SURVEY
ALTA \ ACSM LAND TITLE SURVEY
ELUR MAPPING
LAND OF

CASCADES BOXBOARD GROUP-CONNECTICUT LLC
PARCEL I AND V OF 130 INLAND ROAD
SPRAGUE, CONNECTICUT

Subled Area L
LATITUDE - 41°-37'-13"
LONGITUDE - 72°-02'-33"
NAD 27
Area = 15,519 Sq.Ft.

A-3177037
L=100.05
R=365.00
P=100.00
CR=537 Surface E

TO MY KNOWLEDGE AND BELIEF THIS NAME IS
SUBSTANTIALLY CORRECT AS NOTED HEREON

SHEET 17 OF 25
SEE SHEET 3 FOR NOTES

[illegible]



EXHIBIT C

PROPERTY SURVEY
ALTA \ACSM LAND TITLE SURVEY
ELUR MAPPING
LAND OF

CASCADES BOXBOARD GROUP-CONNECTICUT LLC
PARCEL 1 AND V OF 130 INLAND ROAD
SPRAGUE, CONNECTICUT

TO MY KNOWLEDGE AND BELIEF THIS MAP IS
ESSENTIALLY CORRECT AS NOTED HEREON

SHEET 19 OF 25
SEE SHEET 3 FOR NOTES

[illegible]



CASCADES BOXBOARD GROUP-CONNECTICUT LLC
PARCEL 1 AND V OF 130 INLAND ROAD
SPRAGUE, CONNECTICUT

SEE SHEET 3 FOR NOTES

TO MY KNOWLEDGE AND BELIEF THIS MAP IS
SUBSTANTIALLY CORRECT AS NOTED HEREON

WOLFE & WALKER, L.L.

LOUISIANA, JULY 1925

THIS AND WILD COPIES OF THIS MAP ARE PLAIN AND BEAR THE ORIGINAL
BONA FIDE AND GENUINE SEAL OF THE ABOVE NAMED LAND SURVEYOR.
UNAUTHORIZED ATTEMPTS AT REPRODUCTION OR ALTERATION IS FORFEITURE.

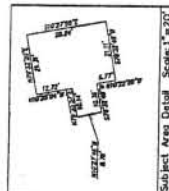




EXHIBIT C

PROPERTY SURVEY
ALTA\ACSM LAND TITLE SURVEY
CELL MAPPING
LAND OF

CASCADES BOXBOARD GROUP-CONNECTICUT LLC
PARCEL I AND V OF 130 INLAND ROAD
SPRAGUE, CONNECTICUT



Subject Area P
LATITUDE - 41°-37'-10"
LONGITUDE - 72°-02'-33"
NAD 27
Area = 609 Sq.Ft.

TO BY KNOWLEDGE AND BELIEF THIS MAP IS
SUBSTANTIALLY CORRECT AS NOTED HEREON

MOORE & WARD, L.L.C. LICENSE NO. 14358

THIS AND WALD COPIES OF THIS MAP ON PLAIN MATT REAR THE GENERAL
BOUNDARY AND DIMENSIONED SCALE OF THE ABOVE MAPPED LAND SURVEYING
UNAUTHORISED REPRODUCTION OR ALTERATION IS PROHIBITED

Indonesian text

SHEET 21 OF 25
SEE SHEET 3 FOR NOTES

[illegible]



CASCADES BOXBOARD GROUP-CONNECTICUT LLC
PARCEL I AND V OF 130 INLAND ROAD
SPRAGUE, CONNECTICUT

Subject Area Q
LATITUDE - 41°-37'-11"
LONGITUDE - 72°-02'-31"
NAD 27
Area = 16,219 Sq.Ft.

TO MY KNOWLEDGE AND BELIEF THIS MAP IS
SUBSTANTIALLY CORRECT AS NOTED HEREON

Subsequent and

SHEET 22 OF 25
SEE SHEET 3 FOR NOTES

[illegible]



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EXHIBIT C

PROPERTY SURVEY
ALTA\ACSM LAND TITLE SURVEY
CELUR MAPPING
LAND OF

CASCADES BOXBOARD GROUP-CONNECTICUT LLC
PARCEL I AND V OF 130 INLAND ROAD
SPRAGUE, CONNECTICUT

TO BY KNOWLEDGE AND BELIEF THIS MAP IS
SUBSTANTIALLY CORRECT AS NOTED HEREON

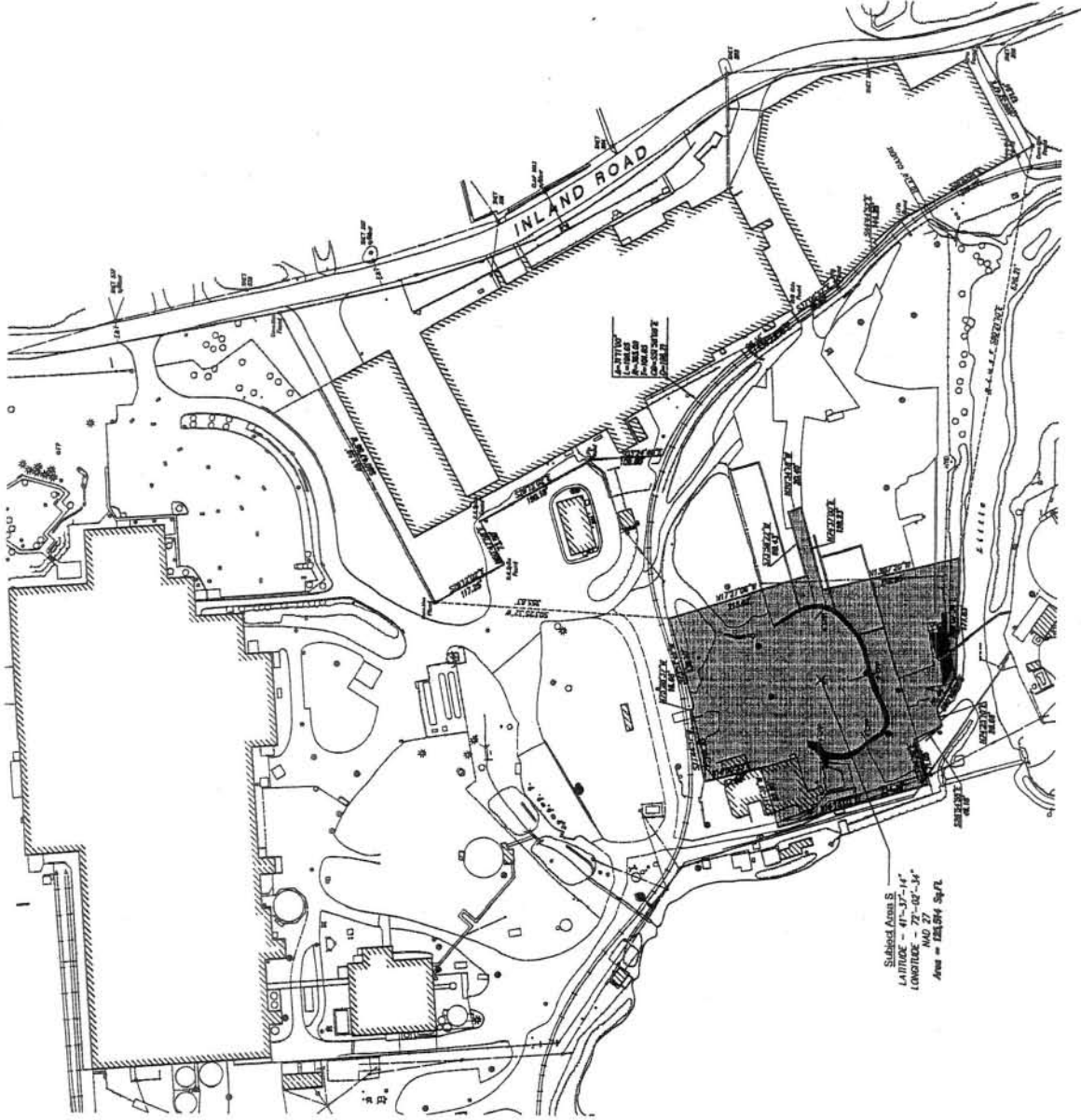
References and Notes

SHEET 23 OF 25
SEE SHEET 3 FOR NOTES

[illegible]

	Random description Sampling and testing by URS Corporation AEB 500 Enterprise Drive, Suite 300 Houston, TX 77057-0002 Tel. (713) 865-5178
Date 11/15/2004	Project # 30455178
Days 1588-26	Drawn by DEAN J.
Scale 1" = 50' Station 1 1+00.00	Deposited by DEAN J.
Notes 1. See sheet 204 for stationing.	File #

4030	Screen by K. COULBERTH	Checked by	Map File # T751-1
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SUBJECT AREA S

EXHIBIT C

PROPERTY SURVEY
ALTA VACSM LAND TITLE SURVEY
ELUR MAPPING
LAND OF

CASCADES BOXBOARD GROUP-CONNECTICUT LLC
PARCEL 1 AND V OF 130 INLAND ROAD
SPRAGUE, CONNECTICUT

SHEET 24 OF 25
SEE SHEET 3 FOR NOTES

Revision		Description	
1	08/01	Initial Survey	Survey
2	08/01	Survey	Survey
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CASCADES BOXBOARD GROUP-CONNECTICUT LLC
PARCEL 1 AND V OF 130 INLAND ROAD
SPRAGUE, CONNECTICUT

TO MY KNOWLEDGE AND BELIEF THIS MAP IS
SUBSTANTIALLY CORRECT AS NOTED ABOVE

WILLIAM C. MILLER, JR.
OWNER OF THE MAP

LOCATED THE 142508
THE MAP IS PLAIN TO BEAR THE ORIGINAL
AND CANNOT BE REPRODUCED IN ANY MANNER
WITHOUT THE REPRODUCTION OF A TESTIMONY
IN THE COURT OF THE UNITED STATES OF AMERICA

TO MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON

[illegible]

SHEET 25 OF 25
SEE SHEET 3 FOR NOTES

EXHIBIT D

DESCRIPTION OF ENGINEERED CONTROLS

SUBJECT AREA G

The engineered control located in Subject Area G functions to physically isolate soils exceeding the I/C DEC. The engineered control includes the following components:

- a minimum of one foot of clean soil; and
- a 4- foot high galvanized steel chain- link fence to restrict access and to provide a visible, physical delineation of the engineered control area.

SUBJECT AREA J

The engineered control located in Subject Area J physically isolates soils and negates the migration of liquids through soils that contain constituents that exceed the pollutant mobility criteria. Because the constituents in the soil also exceed the direct exposure criteria, the engineered control also functions to physically isolate soils exceeding the I/C DEC. The engineered control includes the following components from bottom to top:

- compacted, relocated impacted soils, with the top 6 inches of this layer being screened to remove large stones or debris;
- a 6-inch lift of silty sand functioning as a low porosity sub-base to the low permeability layer;
- a geocomposite clay liner (GCL) with the required permeability of 10^{-6} cm/second;
- a 16-inch sand drainage layer;
- a non-woven geotextile separation layer; and
- 6 inches of top soil, seeded with an erosion control seed mix.

GCLs are commonly used in landfill construction and are inherently resistant to impacts by desiccation/ wetting and freeze/ thaw cycles, providing superior performance to compacted clay liners. The GCL was installed in strict accordance with the manufacturer's installation instructions.

The slope of the low permeability cover ranges from a minimum of 5% to a maximum of 10% to promote cover system drainage, and is constructed with a perimeter toe drain outlet to allow seepage of the water in the sand drainage layer off the cover system. The shallow slopes of the design contribute to slope stability, minimize the potential for long-term erosion, and minimize the volume of fill material required to shape the engineered control.

The entire engineered control area is surrounded by a 4 foot high galvanized steel chain- link fence to restrict access and to provide a visible, physical delineation of the engineered control area.

SUBJECT AREA L

The engineered control located in Subject Area L consists of a combination of concrete, asphalt pavement and riprap to physically isolate soils exceeding the I/C DEC. The engineered control includes the following components:

- concrete ranging in thickness from 3 to 8 inches;
- three inches of asphalt pavement underlain by 6 inches of granular subbase;
- rip rap protection on the slope comprised of a non-woven geotextile fabric overlain by a 12-inch thickness of 2-inch to 4-inch size stone rip rap; and
- a 4- foot high galvanized steel chain- link fence to restrict access and to provide a visible, physical delineation of the engineered control area.

Exhibit E - Public Notice
Declaration of Environmental Land Use Restriction and Grant of Easement
Cascades Boxboard Group-Connecticut LLC (former Sprague Paperboard)
130 Inland Road, Sprague, Connecticut
Page 1

EXHIBIT E
PUBLIC NOTICE
NOTICE OF INTENT TO RECORD AN
ENVIRONMENTAL LAND USE RESTRICTION



The Hartford Courant.

A TRIBUNE PUBLISHING COMPANY

Affidavit of Publication

State of Connecticut

Tuesday, March 10, 2009

County of Hartford

I, Joy Shroyer, do solemnly swear that I am Financial Operations Assistant of the Hartford Courant, printed and published daily, in the state of Connecticut and that from my own personal knowledge and reference to the files of said publication the advertisement of Public Notice was inserted in the regular edition.

On dates as follows: 03/10/2009

In the amount of \$60.44

BROWN RUDNICK FREED GESM

130 inland

045197

ZONE 1

Financial Operations Assistant
Joy Shroyer

Subscribed and sworn to before me on March 10, 2009

Notary Public

WILLIAM B. McDONALD
NOTARY PUBLIC, CONNECTICUT
MY COMMISSION EXPIRES FEB. 23, 2014

NOTICE OF INTENT TO RECORD AN ENVIRONMENTAL LAND USE RESTRICTION

CASCADES WOODLAND GROUP, CONNECTICUT LLC hereby gives notice that it intends to record an Environmental Land Use Restriction pursuant to Section 22a-129a-1(c) of the Regulations of Connecticut State Agencies ("R.C.S.A.") on the property located at 130 inland road, Sprague, Connecticut (the "Premises").

The purpose of this Environmental Land Use Restriction is to ensure that the subject Areas on the Premises shall not be disturbed in any manner including without limitation, activities such as clearing, excavation, burning, and other intrusive activities. Further, the buildings and associated concrete building slabs, which are necessary to render soil inaccessible, shall not be removed nor disturbed and must be maintained in good condition so that burners do not come into direct contact with the soils under the concrete building slabs.

Interested persons may obtain copies of the proposed environmental land use restriction from Attorney Francis DeRosa, Brown Rudnick LLP, 105 Asylum Street, Hartford, Connecticut 06103-3492 or Mr. Mark R. Lewis, Remediation Division, Bureau of Water Protection and Land Reuse, Connecticut Department of Environmental Protection, 79 Elm Street, Hartford, Connecticut 06106-5127.

Public comments on the proposed environmental land use restriction may be submitted in writing to the Connecticut Department of Environmental Protection, c/o Mr. Mark R. Lewis, Bureau of Water Protection and Land Reuse, Remediation Division, 79 Elm Street, Hartford, Connecticut 06106-5127, with copies to Attorney Francis DeRosa at the above-listed address and to Attorney Karen A. Wigmore, Pease & Hazard LLP, 30 Jeffrey Lane, Southport, CT 06488-1438 for thirty days after the date of the publication of this notice.

PUBLISHER'S CERTIFICATE

State of Connecticut,

ss. Norwich

County of New London,

On this 11th day of March 2009

personally appeared before the undersigned, a Notary Public, within and for said County and State

Nancy A. Miclette, Proof of Publication

of the "NORWICH BULLETIN" a daily newspaper published at Norwich, County of New London, State of Connecticut, who, being duly sworn, states on oath that

NOTICE OF INTENT TO RECORD AN

ENVIRONMENTAL LAND USE

RESTRICTION

130 Inland Road, Sprague, Connecticut (the "Premises")

a true copy of which is hereto annexed, was published in said newspaper in its issue of the

10th day of March 2009

Nancy A. Miclette

Subscribed and sworn to before me this 11th day
of March A.D. 2009

Kathleen Sullivan

Notary Public

My Commission Expires

8/31/2011

NOTICE OF INTENT TO RECORD AN ENVIRONMENTAL LAND USE RESTRICTION

CASCADES BOXBOARD GROUP-CONNECTICUT LLC hereby gives notice that it intends to record an Environmental Land Use Restriction pursuant to Section 22a-133q-1(c) of the Regulations of Connecticut State Agencies ("R.C.S.A.") on the property located at 130 Inland Road, Sprague, Connecticut (the "Premises").

The purpose of this Environmental Land Use Restriction is to ensure that the Subject Areas on the Premises shall not be disturbed in any manner, including without limitation, activities such as digging, excavation, tunneling, and other intrusive activities. Further, the buildings and associated concrete building slabs, which are necessary to the property and well inaccessibility, shall not be removed or disturbed and shall be maintained in good condition so that humans do not come into direct contact with the soils under the concrete building slabs.

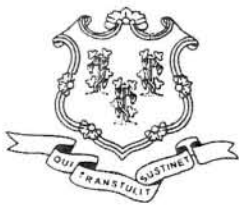
Interested persons may obtain copies of the proposed environmental land use restriction from Attorney Franca DeRosa, Brown Rudnick LLP, 185 Asylum Street, Hartford, Connecticut 06103-3402, or Mr. Mark R. Lewis, Remediation Division, Bureau of Water Protection and Land Reuse, Connecticut Department of Environmental Protection, 79 Elm Street, Hartford, Connecticut 06106-5127.

Public comments on the proposed environmental land use restriction may be submitted in writing to the Connecticut Department of Environmental Protection, c/o Mr. Mark R. Lewis, Bureau of Water Protection and Land Reuse, Remediation Division, 79 Elm Street, Hartford, Connecticut 06106-5127, with copies to Attorney Franca DeRosa at the above-listed address and to Attorney Karen A. Mignone, Pope & Hazard LLP, 30 Jelliff Lane, Southport, CT 06890-1436 for thirty days after the date of the publication of this notice.

Exhibit F - DEP Approval Letter
Declaration of Environmental Land Use Restriction and Grant of Easement
Cascades Boxboard Group-Connecticut LLC (former Sprague Paperboard)
130 Inland Road, Sprague, Connecticut
Page 1

EXHIBIT F

**DEP APPROVAL LETTER RE:
REQUEST FOR WAIVER FROM CERTAIN SUBORDINATION AGREEMENTS**



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



After Recording Return to:

Environmental Land Use Restriction Coordinator
State of Connecticut Department of Environmental Protection
Remediation Division
Bureau of Water Protection and Land Reuse
79 Elm Street
Hartford, CT 06106

To: Ms. Naomi Lynch
Brown Rudnick LLP
185 Asylum St., 38th floor
Hartford, CT 06103-3433

Re: Environmental Land Use Restriction
Cascades Boxboard Group- Connecticut, LLP
130 Inland Road, Sprague, Connecticut

APPROVAL

REQUEST FOR WAIVER FROM CERTAIN SUBORDINATION AGREEMENTS

March 28, 2011

Dear Ms. Lynch:

The Bureau of Water Protection & Land Reuse (the "Department") has reviewed your letter dated February 15, 2011 (the "Letter"). The Letter requests a waiver from the requirement to obtain certain subordination agreements in conjunction with the proposed Environmental Land Use Restriction ("ELUR") for the above referenced property (the Property). The Letter was prepared by you, on behalf of International Paper Corporation.

The Letter requests a waiver from the requirement to obtain subordination agreements for the following interests at the Property:

1. Obligations of Federal Paperboard under a certain contract dated November 1, 1920 between New York, New Haven and Hartford Railroad Company and Federal Paperboard Company as referred to in a warranty deed from International Paper Company to Sprague Paperboard, Inc. recorded in volume 56, page 784, and in a warranty deed from Sprague Paperboard, Inc. to Cascades Boxboard Group recorded in volume 80, page 518, both in the Sprague land records. This contract is not a recorded instrument, and is merely noted in a warranty deed. In addition, the railroad tracks that service the property are owned and controlled by the grantor, and this interest does not interfere with the ELUR Subject Area,

(Printed on Recycled Paper)
79 Elm Street • Hartford, CT 06106-5127
www.ct.gov/dep
An Equal Opportunity Employer

2. Easement for a 24- foot right- of- way from Federal Paper Company in favor of the Town of Sprague dated April 22, 1964 and recorded in volume 19, page 317 of the Sprague land records, and as described in a quit claim deed from Federal Paper Board Company in favor of the Town of Sprague dated June 26, 1989 and recorded in volume 40, page 71 of the Sprague land records. This interest is outside the subject areas of the ELURs,
3. Rights in favor of the State of Connecticut to permanently slope on the premises as set forth in a certificate of condemnation dated January 12, 1966 recorded in volume 21, page 105 of the Sprague land records. This interest is outside the subject areas of the ELURs,
4. Easement in favor of the Connecticut Light and Power Company dated October 27, 1978 recorded in volume 28, page 46 of the Sprague land records. This interest is outside the subject areas of the ELURs,
5. Right of way in favor of the Town of Sprague as described in a quit claim deed from Federal Paperboard Company in favor of the Town of Sprague dated June 26, 1989, recorded in volume 40, page 71 of the Sprague land records. This interest is outside the subject areas of the ELURs,
6. Easement from Providence and Worcester Railroad Company dated January 19, 1998, and recorded in volume 54, page 734 of the Sprague land records, assignment of easement dated April 8, 1999 recorded in volume 56, page 814 of the Sprague land records. This interest is outside the subject areas of the ELUR.

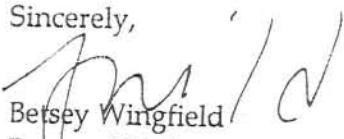
The request to waive the requirement to obtain subordination agreement for the above referenced interests is hereby approved. This approval is based on the information presented in the Letter.

Please record this approval letter and any other documents that are necessary to show that all other interests in the land have been irrevocably subordinated to the ELUR, as required by Conn. Gen. Stat. section 22a-133o(b).

Nothing in this approval shall relieve any person of his or her obligations under applicable federal, state and local law.

If you have any questions pertaining to this matter, please contact Mark Lewis of my staff at (860) 424-3768.

Sincerely,


Bersey Wingfield
Bureau Chief

Bureau of Water Protection and Land Reuse

BCW:MRL

cc: Peter Hill, DEP (e- mail only)

Ms. Sydney V. Neer, URS Corp., 500 Enterprise Dr., Rocky Hill, CT 06067-3916 (via e-mail only)

Mr. Lawrence M. Hogan, AECOM, 2 Technology Park Dr., Westford, MA 01886- 3140 (via e- mail only)

Ms. Franca DeRosa, Brown Rudnick LLP, 185 Asylum St, 38th floor, Hartford, CT 06103- 3402 (via e- mail only)

Mr. Kevin King, Environmental Resources Management, 77 Hartland St, Suite 300, East Hartford, CT 06108-6201 (via e- mail only)

Mr. Andrew N. Davis, Dewey & LeBoeuf, LLP, 225 Asylum Street, 13th Floor Hartford, CT 06103-1529 (via e- mail only)

Ms. Karen A. Mignone, Verrill Dana, LLP, 201 Washington St. Suite 2330 Boston, MA 02108-4427 (via e- mail only)

Sent Certified Mail, Return Receipt Requested

Exhibit G - Subordination Agreements
Declaration of Environmental Land Use Restriction and Grant of Easement
Cascades Boxboard Group-Connecticut LLC (former Sprague Paperboard)
130 Inland Road, Sprague, Connecticut
Page 1

EXHIBIT G

SUBORDINATION AGREEMENTS

After recording return to:
N. Lynch
Brown Rudnick LLP
185 Asylum Street, 38th FL
Hartford, CT 06103

With a copy to:

Andrew N. Davis
Dewey & LeBoeuf LLP
Goodwin Square
225 Asylum Street
Hartford, CT 06103

SUBORDINATION AGREEMENT

KNOW ALL YE MEN BY THESE PRESENTS, that **Caraustar Industries, Inc.**, successor-in-interest by merger to **Oak Tree Packaging Corporation** ("Caraustar"), with an address of 5000 Austell-Powder Springs Road, Suite 300, Austell, Georgia 30106, does, for itself and its successors and assigns, hereby subordinate any and all rights Caraustar has in and to those certain easements and rights thereto, granted in that certain Warranty Deed from Federal Paper Board Company, Inc. to Oak Tree Packaging Corporation, dated June 3, 1991 and recorded in **Volume 43** at **Page 80** of the Sprague Land Records, and those certain easements and rights thereto as set forth in that certain Easement Agreement by and between Federal Paper Board Company, Inc. and Oak Tree Packaging, Inc. and dated as of January 9, 1995 and recorded in **Volume 50** at **Page 344** of the Sprague Land Records (collectively, "Easements"), to the lien of the following environmental land use restriction: a certain Declaration of Environmental Land Use Restriction and Grant of Easement ("ELUR") between Cascades Boxboard Group-Connecticut, LLC and the Commissioner of Environmental Protection of the State of Connecticut, dated as of April 15, ~~200~~2011 and recorded on June 6, ~~200~~2011 as Instrument No. _____/in Volume 90 at Page 650 of the Sprague Land Records. In connection with this Subordination Agreement, Caraustar and International Paper Company ("International Paper"), a New York corporation, entered into an Easement Subordination Side Agreement (attached hereto as Schedule A and recorded on the Sprague Land Records herewith) providing for the reimbursement by International Paper of any and

all Incremental Costs (as defined in the Easement Subordination Side Agreement) incurred by Caraustar or any subsequent owner or lessee of the site benefitted by the Easements.

The intention of this Subordination Agreement is that the Easements have the same effect as if said Easements were recorded after the recording of the foregoing ELUR.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Subordination Agreement as of the 24th day of May, 2011.

WITNESSES:

Brian Cohen
Print Name: Brian Cohen

By Wilma Elizabeth Beaty
Name: Wilma Elizabeth Beaty
Its: VP, CHRO, General Counsel & Secretary

STATE OF Georgia)
COUNTY OF Cobb) ss.;

On this the 24th day of May, 2011, before me, the undersigned officer, personally appeared Wilma Elizabeth Beaty, who acknowledged himself/herself to be the VP, CHRO, Gen Counsel of CARAUSTAR INDUSTRIES, INC., a corporation, and that he/she, as such + Sec, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed, and the free act of said corporation, by signing the name of the corporation by himself/herself as VP, CHRO, Gen Counsel + Secretary.

IN WITNESS WHEREOF, I hereunto set my hand.

Pamela A. Cleland
Commissioner of the Superior Court
Notary Public
My Commission Expires: Sept. 29, 2013



Schedule A

Easement Subordination Side Agreement

EASEMENT SUBORDINATION SIDE AGREEMENT

This EASEMENT SUBORDINATION SIDE AGREEMENT ("Agreement") is made and entered as of this 1st day of June 2011, by and between Caraustar Industries, Inc. ("Caraustar"), with an address of 5000 Austell - Powder Springs Road, Suite 300, Austell, Georgia 30106, and International Paper Company, a New York corporation ("International Paper") (collectively, the "Parties").

RECITALS

WHEREAS International Paper is the former owner of certain real property located at 130 Inland Road, Versailles, Connecticut (the "Site"), currently owned by Cascades Boxboard Group - Connecticut LLC, that will be the subject of a certain Declaration of Environmental Land Use Restriction and Grant of Easement between Cascades Boxboard Group - Connecticut LLC and the Commissioner of Environmental Protection of the State of Connecticut, dated as of April 15, 2011 and recorded on June 6, 2011 as Instrument No. _____/in Volume 90 at Page 650 of the Sprague Land Records ("ELURs");

WHEREAS Caraustar Custom Packaging Group, Inc. ("Caraustar Custom Packaging"), as successor in interest by merger to Oak Tree Packaging Corporation, formerly a New Jersey corporation having an address of 50 Chestnut Ridge Road, Montvale, NJ 07645, is the owner of certain real property located at 126 Inland Road, Versailles, Connecticut (the "Former Oak Tree Property");

WHEREAS Caraustar Custom Packaging is a wholly-owned subsidiary of Caraustar;

WHEREAS Caraustar Custom Packaging has rights in and to certain easements with respect to the Site granted in a Warranty Deed from Federal Paper Board Company, Inc. to Oak Tree Packaging Corporation, dated June 3, 1991, and recorded in Volume 43 at Page 80 of the Sprague Land Records, and certain easements and rights thereto as set forth in that certain Easement Agreement by and between Federal Paper Board Company, Inc., and Oak Tree Packaging Corporation, dated January 9, 1995 ("Easement Agreement"), and recorded in Volume 50 at Page 344 of the Sprague Land Records (the easements and associated rights, collectively, the "Easements");

WHEREAS International Paper has been performing investigation and remediation activities on and related to the Site pursuant to a 1999 Connecticut Transfer Act, Conn. Gen. Stat. §§ 22a-134 *et seq.* ("Transfer Act") Form III filing on which International Paper was the Certifying Party (as defined in the Transfer Act) and will seek to impose the ELURs on the Site as permitted by the Connecticut Remediation Standard Regulations, Regs. Conn. State Agencies §§ 133k-1 *et seq.*;

WHEREAS International Paper has requested that Caraustar Custom Packaging subordinate any and all rights in and to the Easements to the ELURs;

WHEREAS subordination of the Easements to the ELURs may result in Caraustar, or any subsequent owner of the Former Oak Tree Property, incurring Incremental Costs (as defined below) to repair, maintain and otherwise exercise its rights associated with the Easements, which Incremental Costs (as defined below) would not arise but for subordination of the Easements to the ELURs;

WHEREAS in consideration of Caraustar agreeing to subordinate the Easements to the ELURs, International Paper has agreed to reimburse any and all Incremental Costs (as defined below); and

WHEREAS the Parties wish to memorialize the terms of their agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and the covenants hereinafter contained to be kept by the Parties hereto, the Parties hereto agree as follows:

1. Incremental Costs. International Paper agrees to reimburse Caraustar for any and all Incremental Costs (as defined below) associated with the Easements, including, without limitation, Incremental Costs (as defined below) associated with the easements referred to in the Easement Agreement as the "Drainage Easement" and the "Water Line Easement." The term "Incremental Costs" means any and all costs associated with the repair, maintenance and other exercise of rights associated with the Easements that would not arise but for subordination of the Easements to the ELURs and shall include, without limitation, use of OSHA HAZWOPER-certified workers to conduct any intrusive activities using appropriate personal protective equipment, development of an ELUR disturbance and restoration plan for approval by the Connecticut Department of Environmental Protection ("DEP"), oversight of disturbance work and documentation of ELUR restoration activities for submittal to DEP, training relative to emergency response situations, oversight and approval by a Licensed Environmental Professional if necessary, and characterization, transport, and disposal of excess soil materials in accordance with applicable federal and state laws and regulations.
2. Cooperation and Supporting Documentation. Caraustar agrees to keep International Paper reasonably apprised of the nature, scope and schedule of any repair/maintenance work and other activities that might result in Incremental Costs. Caraustar agrees to promptly provide to International Paper copies of invoices concerning such Incremental Costs. International Paper shall reimburse Caraustar in full for any Incremental Costs within thirty (30) days of International Paper's receipt of any such invoices.
3. Successors and Assigns. International Paper's obligations under this Agreement shall be binding on any successors and assigns of International Paper, and International Paper shall take all necessary steps to ensure same. This Agreement shall inure to the benefit of any successors or assigns of Caraustar, including any subsequent purchasers and lessees of the Former Oak Tree Property.

4. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Connecticut.

5. Notice. All notices, request, demands, elections, consents, approvals and other communications hereunder must be in writing and addresses as follows (or to such other address as a Party designates by notice):

Caraustar Industries, Inc.: Caraustar Industries, Inc.
Attention: Wilma E. Beaty, Esq.
P.O. Box 115
Austell, GA 30168-0115
Phone: (770) 745-3745
Fax: (770) 745-3745
Email: wilma.beaty@caraustar.com

With copy to: Andrew N. Davis, Ph.D., Esq.
Dewey & LeBoeuf LLP
Goodwin Square
225 Asylum Street
Hartford, CT 06103
Phone: (212) 424-8214
Fax: (617) 897-9026
Email: adavis@dl.com

International Paper: International Paper Company
Attention: Brian E. Heim, Esq.
International Place I
6400 Poplar Avenue
Memphis, TN 38197
Phone: (901) 419-3824
Fax: (901) 214-1235
Email: brian.heim@ipaper.com

With copy to: Franca L. DeRosa, Esq.
Brown Rudnick LP
CityPlace I, 38th Floor
185 Asylum Street
Hartford, CT 06103
Phone: (860) 509-6539
Fax: (860) 509-6501
Email: fderosa@brownrudnick.com

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and for the mutual consideration herein, the Parties hereto have caused this Agreement to be duly executed on the date first written above by their respective authorized representatives.

Caraustar Industries, Inc.

By: Wilma Elizabeth Beaty

Name: Wilma Elizabeth Beaty

Title: VP, CHRO, General Counsel & Secretary

International Paper Company

By: Brian E. Heim

Name: Brian E. Heim

Title: Chief Counsel, Environmental Law

STATE OF Georgia)

COUNTY OF Cobb)

ss.:

On this the 24th day of May, 2011, before me, the undersigned officer, personally appeared Wilma Elizabeth Beaty, who acknowledged himself/herself to be the VP, CHRO, General Counsel of CARAUSTAR INDUSTRIES, INC., a corporation, and that he/she, as such VP, CHRO, General Counsel, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed, and the free act of said corporation, by signing the name of the corporation by himself/herself as VP, CHRO, General Counsel.

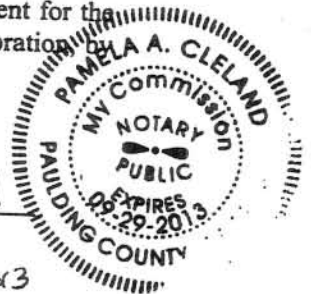
IN WITNESS WHEREOF, I hereunto set my hand.

Pamela A. Cleland

Commissioner of the Superior Court

Notary Public

My Commission Expires: Sept. 29, 2013



STATE OF)

COUNTY OF)

ss.:

On this the 1st day of June, 2011, before me, the undersigned officer, personally appeared Brian E. Heim, who acknowledged himself/herself to be the Chief Counsel of INTERNATIONAL PAPER COMPANY, a corporation, and that he/she, as such Chief Counsel, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed, and the free act of said corporation, by signing the name of the corporation by himself/herself as Chief Counsel.

IN WITNESS WHEREOF, I hereunto set my hand.

Georgia Kay Cram

Commissioner of the Superior Court

Notary Public

My Commission Expires:



**Attachment E: 130 Inland Rd Stipulated Judgement, Order
(#2014001DEEP)**

DOCKET NO. HHD CV 17-6079092 S

ROBERT J. KLEE,
COMMISSIONER OF ENERGY AND
ENVIRONMENTAL PROTECTION

: SUPERIOR COURT

v.

: JUDICIAL DISTRICT OF HARTFORD

FUSION PAPERBOARD CONNECTICUT, LLC : APRIL 7, 2019

(PROPOSED) JUDGMENT

This action by writ, summons and complaint came to this Court on June 2, 2017. On January 19, 2018, the Court defaulted the defendant, Fusion Paperboard Connecticut, LLC, for failure to appear. The matter was then claimed to a hearing in damages.

The Court, having heard the plaintiff, the Commissioner of Energy and Environmental Protection ("the Commissioner"), hereby enters judgment as follows:

1. The defendant shall comply with Order No. 2014001DEEP ("the Order"), a copy of which is attached hereto and incorporated into this Judgment. The provisions and deadlines in the Order shall remain the same, except for the following provisions and deadlines, which are modified as follows:

- a. Paragraph B.1 – the deadline of "on or before fifteen (15) days from the date of issuance of this order" is changed to "within thirty (30) days of entry of this Judgment";
- b. Paragraph B.2.a – the deadline of January 16, 2015 is changed to August 15, 2019;
- c. Paragraph B.2.b – the deadline of June 30, 2015 is changed to January 31, 2020, or such other date as the Commissioner may approve in writing;

114.03 5-A2
~~108.00~~

d. Paragraph B.3 – the deadline of June 30, 2015 is changed to January 31, 2020;

e. Paragraphs B.9 and B.10 – the defendant need not comply with these paragraphs;

f. Paragraph 12.a – the deadline of January 16, 2015 is changed to August 15, 2019;

g. Paragraphs 13 – 16 – the defendant shall comply with the provisions of these paragraphs within thirty (30) days of entry of this Judgment; and

h. Paragraph 14 – the amount of air emission fees the defendant shall pay pursuant to this paragraph is \$228,248.60.

2. On or before January 31, 2020, the defendant shall, pursuant to a plan approved by the Commissioner in writing, remove and properly dispose of the sludge in the three aerated stabilization basins and two polishing lagoons located at the site of the defendant's former manufacturing operations at 130 Inland Road, Versailles, CT 06383.

3. The defendant is enjoined from violating the following:

a. The Connecticut Solid Waste Management Regulations, Regs. Conn. State Agencies §§ 22a-209-1 through 209-16; and

b. The Connecticut Hazardous Waste Management Regulations, Regs. Conn. State Agencies §§ 22a-449(c)-100 through 119 and 22a-449(c)-11.

4. The defendant is enjoined from discharging water, substance, or material to the waters of the State without a permit from the Commissioner.

5. The defendant shall pay a civil penalty of \$2,500,000.00
to the State of Connecticut for violations of the Order and violations of environmental statutes
and regulations.

6. Any payment required by this Judgment shall be by certified check or bank check.
Payments made pursuant to ¶ 1 of this Judgment shall be payable to "Department of Energy and
Environmental Protection" and shall be delivered to Department of Energy and Environmental
Protection, Central Permit Processing Unit, 79 Elm Street, Hartford, CT 06106. Payments made
pursuant to ¶ 5 of this Judgment shall be payable to "Treasurer, State of Connecticut" and shall
be delivered to the Office of the Attorney General, Environment Department, 55 Elm Street, P.O.
Box 120, Hartford, CT 06141-0120.

It is So Ordered.

APRIL 7, 2019
Date

R. Shapiro, J.T.R.
~~Judge of the Superior Court~~
JUDICIAL REFEREE

Certification

I, Krista E. Trousdale, hereby certify that on March 25, 2019, I caused a copy of the foregoing (Proposed) Judgment to be served by first class mail, postage prepaid, on the non-appearing defendant as follows:

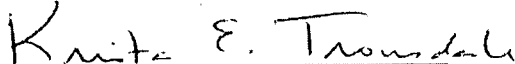
Fusion Paperboard Connecticut, LLC
130 Inland Road
Versailles, CT 06383

Fusion Paperboard Connecticut, LLC
2711 Centerville Road, Suite 400
Wilmington, DE 19808

George L. Miller
Chapter 7 Trustee
Fusion Paperboard Connecticut, LLC
Miller Coffey Tate LLP
1628 John F. Kennedy Blvd., Suite 950
Philadelphia, PA 19103-2110

Joseph J. McMahon, Jr., Esq.
Counsel to George L. Miller, Chapter 7 Trustee
Ciardi, Ciardi & Astin
1204 North King Street
Wilmington, DE 19801

Albert A. Ciardi, III, Esq.
Counsel to George L. Miller, Chapter 7 Trustee
Ciardi, Ciardi & Astin
2005 Market Street
Philadelphia, PA 19103



Krista E. Trousdale



Connecticut Department of

**ENERGY &
ENVIRONMENTAL
PROTECTION**

INSTR # 2015000442
VOL 97 Pgs 1126 - 1141 (16 pgs)
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Affirmative Action/Equal Opportunity Employer

STATE OF CONNECTICUT

v.

FUSION PAPERBOARD CONNECTICUT, LLC

ORDER No. 2014001DEEP

Date of Issuance: November 25, 2014

A. The Commissioner of Energy and Environmental Protection ("the Commissioner") finds:

1. Fusion Paperboard Connecticut, LLC (the "Respondent") is a Delaware limited liability company registered to do business in Connecticut with the Connecticut Secretary of the State. On August 30, 2011, the Respondent changed its name from "Cascades Boxboard Group-Connecticut LLC" ("Cascades") to "Fusion Paperboard Connecticut, LLC."
2. The Respondent's registered business and mailing address is 130 Inland Road, Versailles, CT 06383. The Respondent's sole member is FusionPak, LLC, a Delaware limited liability company, whose business address listed with the Connecticut Secretary of the State is 10250 Constellation Boulevard, Suite 1750, Los Angeles, CA 90067. Since June 2011, the Respondent has been part of the portfolio of Open Gate Capital, a global private investment firm with a North America business address at 10250 Constellation Boulevard, Suite 1750, Los Angeles, CA 90067 ("Open Gate Capital").
3. The Respondent owns property at and/or near 130 Inland Road, Versailles, CT. Versailles is a village in the Town of Sprague, CT. The Respondent's property is more particularly described in a deed dated July 19, 2006 from Sprague Paperboard, Inc. ("Sprague Paperboard") to Cascades, which deed is recorded at Vol. 80, Pages 518 - 554 on the land records of the Town of Sprague, Connecticut ("the site").
4. The Respondent owns a recycled paper board mill at the site ("the facility"). Prior to August 2014, the Respondent operated the facility at the site.
5. In July 2014, the Respondent and Open Gate Capital publicly announced that the facility would close by September 22, 2014. On or about August 12, 2014, the Respondent ceased manufacturing operations at the facility.
6. The Respondent owns and operates a wastewater treatment system at the facility. The Respondent holds Pretreatment Permit No. SP0002311 for the discharge of pretreated paperboard wastewaters and other ancillary wastewaters from the facility to the City of

Norwich Water Pollution Control Facility via its sanitary sewer collection system (the "Pretreatment Permit").

7. The Pretreatment Permit was issued to Sprague Paperboard on December 30, 1997. On June 28, 2002, Sprague Paperboard filed an application to renew the Pretreatment Permit. On June 14, 2006, the Commissioner transferred the Pretreatment Permit and the renewal application to Cascades. On December 15, 2011, the Commissioner transferred the Pretreatment Permit and the renewal application to the Respondent. On September 24, 2012, the Commissioner approved the renewal of the Pretreatment Permit, and reissued the Pretreatment Permit to the Respondent.
8. At the site, the Respondent owns and maintains three aerated stabilization basins ("ASB"), identified as Nos. 1, 2, and 3, and two polishing lagoons, identified as Nos. 1 and 2, which basins and lagoons are and/or have been used for the treatment of wastewaters discharged in accordance with the Pretreatment Permit. ASB Nos. 1, 2, and 3 each have a capacity of approximately 14.3 million gallons. The two polishing lagoons each have a capacity of approximately 2.6 million gallons. The Respondent has stored and/or disposed sludge and liquids resulting from the treatment of wastewater at the site in one or more of the ASBs and/or polishing lagoons.
9. On October 26, 2009, pursuant to Regulations of Connecticut State Agencies ("RCSA") § 22a-430-3(i)(3), the Commissioner approved a modification to the wastewater treatment processes at the site that are the subject of the Pretreatment Permit. The approval was conditioned on the dewatering, removal, and beneficial reuse of the sludge in ASB Nos. 1 and 2; however, removal of the sludge did not occur, and the sludge remained in ASB Nos. 1 and 2.
10. Pursuant to the Pretreatment Permit, the Respondent is required to operate and maintain the wastewater treatment system in accordance with Operation & Maintenance Plan, Version 4, dated August 2012 ("O&M Plan"). Section 3.3 of the O&M Plan requires the removal, dewatering, and proper disposal of accumulated sludge in the polishing lagoons when the sludge occupies 50% of the polishing lagoon's capacity.
11. RCSA § 22a-430-3(g) requires the Respondent to dispose of sludge and any solid or liquid wastes resulting from the wastewater treatment processes at locations approved by the Commissioner for disposal of such materials, or by means of a waste hauler licensed under the provisions of the Connecticut General Statutes.
12. The Respondent has not managed sludge at the facility in accordance with the Pretreatment Permit or the governing regulations. Sludge and/or solid or liquid waste is present in ASB Nos. 1, 2, and/or 3, and has been there since at least August 12, 2014. The two polishing lagoons are, according to the Respondent's wastewater treatment system operation staff, 60% - 70% full of sludge, and have been since at least July 10, 2014. The Respondent's operation of the wastewater treatment system at the facility does not insure or adequately protect against pollution of the waters of the state.

13. By virtue of the facts set forth in ¶¶ A.1 – A.12, above, the Respondent has violated the terms and conditions of the Pretreatment Permit and RCSA §§ 22a-430-3(e), 22a-430-3(f), 22a-430-3(g), and 22a-430-3(i)(3), and has created and/or is maintaining a facility or condition which reasonably can be expected to create a source of pollution to the waters of the state.
14. The Respondent holds National Pollution Discharge Elimination System Permit No. CT0003751 for the discharge of various cooling waters, overflow from a boiler feed tank, vacuum pump seal water, compressor/cooling water, and stormwater from roof drains on non-process areas of the site to Paper Mill Pond ("NPDES Permit").
15. The Respondent was required to register for the General Permit for the Discharge of Stormwater Associated with Industrial Activities ("General Permit"). The Respondent failed to register for the General Permit and therefore has been discharging stormwater without the permit required by Section 22a-430b of the Connecticut General Statutes.
16. As described in Notice of Violation ("NOV") No. WR IN 12 030, issued by the Commissioner on December 19, 2012, an inspection conducted by staff of the Department of Energy and Environmental Protection ("Department") on July 30 and August 2, 2012 revealed that the Respondent had: (a) discharged process water, process materials, waste material, and contaminated stormwater from the area of the asphalt berm surrounding the tank farm area to the waters of the state without a permit; (b) discharged contaminated stormwater from ASB Nos. 1 and 2 and from an abandoned sludge tank to the waters of the state without a permit; and (c) failed to prepare an adequate Stormwater Pollution Prevention Plan as required by the General Permit.
17. As described in NOV No. WR SW 14 001, issued by the Commissioner on February 4, 2014, an inspection conducted by Department staff on June 18, 2013 revealed that the Respondent had: (a) discharged concrete wastewater and contaminated stormwater to the waters of the state without a permit; (b) failed to register for the General Permit; and (c) failed to comply with numerous provisions of the General Permit including failure to prepare an adequate Pollution Prevention Plan, failure to maintain good housekeeping, failure to maintain adequate sediment and erosion control methods, failure to implement adequate preventive maintenance procedures, failure to provide chemical containment, failure to cover and provide leak-proof dumpsters, failure to train employees, failure to eliminate non-stormwater discharges, failure to conduct inspections and maintain records, failure to complete monitoring requirements, and failure to sample all representative stormwater discharges.
18. Also as described in NOV No. WR SW 14 001, an inspection conducted by Department staff on July 18, 2013 revealed that the Respondent had: (a) discharged wastewaters from two roll-offs containing waste materials to the waters of the state without a permit; (b) discharged stormwater contaminated with process materials to the waters of the state without a permit; (c) failed to report a spill timely; and (d) failed to maintain adequate spill control as required by RCSA § 22a-430-3(k)(4).

19. By virtue of the facts set forth in ¶¶ A.1 – A.12 and A.14 – A.18, above, the Respondent has violated Conn. Gen. Stat. §§ 22a-430 and 430b, and the terms and conditions of the General Permit and RCSA § 22a-430-3(k)(4), and has created and/or is maintaining a facility or condition which reasonably can be expected to create a source of pollution to the waters of the state.
20. The Respondent owns two dams at the site, one at Paper Mill Pond and one at Versailles Pond. In letters dated January 7, 2014, the Commissioner notified the Respondent that pursuant to Section 4 of Public Act 13-197, both dams must be inspected by licensed professional engineers prior to December 31, 2014, and that reports using the Department's forms must be submitted to the Department no later than March 15, 2015.
21. As of the date of this order, the Respondent has not inspected either the Paper Mill Pond Dam or the Versailles Pond Dam pursuant to the provisions of Section 4 of Public Act 13-197.
22. Since February 2012, the Respondent has been a "generator" of "hazardous waste" at the facility, as those terms are defined in RCSA § 22a-449(c)-100(b)(2)(B), incorporating by reference 40 CFR § 260.10.
23. The Respondent has stored hazardous waste at the site in one or more hazardous waste storage areas.
24. The Respondent failed to provide Notification of Regulated Activity (EPA Form 8700-12) prior to treatment, storage, disposal, transporting or offering for transportation of hazardous waste generated at the site since February of 2012.
25. The Respondent also owns and maintains two (2) closed solid waste disposal areas that are located at the site ("closed disposal areas").
26. On May 17, 2012, the Commissioner issued Stewardship Permit No. DEEP/SWM/CS133-020 to the Respondent for the post-closure care of the closed disposal areas ("the Stewardship Permit"). The Stewardship Permit requires, among other things, annual inspections of the closed disposal areas, semi-annual groundwater monitoring of the closed disposal areas, and annual reports describing actions taken to comply with the Stewardship Permit. The Stewardship permit also requires the Respondent to maintain financial assurance to cover the costs of post-closure care.
27. In August, September, October and November 2014, Department staff have inspected and visited the site, including but not limited to, areas outside the main plant complex at the facility, the ASBs, the polishing lagoons, the closed disposal areas, a tank farm, and a former clarifier that contains sludge. Department staff also took samples from ASB Nos. 1, 2, and 3 and the two polishing lagoons.
28. At the site there are or were one or more "solid waste disposal areas," as that term is defined in Conn. Gen. Stat. § 22a-207(6), including, but not limited to, the following: (a)

each of the ASBs; (b) each of the polishing lagoons; (c) the former clarifier; (d) an area southwest of the tank farm containing concrete, asphalt paving, and dimensional lumber fragments, plastics, and metals; (e) a large clearing south of the area described in (d) containing pieces and parts of equipment, valves, pipes, tanks, and beams; (f) a berm along the eastern side of the area described in (e) containing tarps, dimensional lumber fragments, pallets, plastic and metal items, hose, and fiber items; and (g) a large paved lot to the north and west of the main plant complex containing piles of baled and/or broken piles of cardboard fiber.

29. The Respondent has not obtained a permit from the Commissioner under Conn. Gen. Stat. § 22a-208a for any of the solid waste disposal areas described in ¶ A.28, above.
30. The Respondent has not obtained a permit from the Commissioner under Conn. Gen. Stat. § 22a-430 to discharge leachate to the groundwater from a solid waste disposal area for any of the solid waste disposal areas described in ¶ A.28, above.
31. By virtue of the facts set forth in ¶¶ A.1 – 9, A.12, and A.25 – A.30, above, the Respondent has established, constructed and/or operated and/or is operating a solid waste facility without a permit in violation of Conn. Gen. Stat. § 22a-208a(b).
32. By virtue of the facts set forth in ¶¶ A.1 – A.9, A.12, and A.22 – A.30, above, the Respondent has violated Conn. Gen. Stat. §§ 22a-208a(b), 22a-208c, 22a-430, and 22a-449(c), and RCSA §§ 22a-209-2, 22a-209-4, 22a-209-7, 22a-209-8, 22a-430-3, and 22a-430-4.
33. By virtue of the facts set forth in ¶¶ A.1 – A.32, above, the Respondent has created and/or is maintaining a facility or condition which reasonably can be expected to create a source of pollution to the waters of the state.
34. Pursuant to RCSA § 22a-174-23(a)(1), no person shall cause or permit the emission of any substance or combination of substances, which creates or contributes to an odor, in the ambient air, that constitutes a nuisance.
35. On January 7 and November 19, 2013, Department staff observed emissions from the facility of a substance or combination of substances, which created an odor in the ambient air that constituted a nuisance. NOV Nos. 17042 and 17163 were subsequently issued to the Respondent on March 4 and December 13, 2013, respectively, for violating RCSA § 22a-174-23(a)(1).
36. By virtue of the facts set forth in ¶¶ A.1 – A.8, A.12, and A.34 – A.35, above, the Respondent has violated RCSA § 22a-174-23(a)(1).
37. If not properly aerated, the sludge at the site will be a source of nuisance odor.

38. Since August 5, 2011, the Respondent has held Title V Operating Permit No. 170-0012-TV for air emission sources from the power plant, building heaters, and paperboard manufacturing operations at the facility ("Title V Permit").
39. Pursuant to Section III.C.4.b.i of the Title V Permit: "The Permittee shall calibrate, maintain, operate, and certify a continuous emissions monitor (CEM) for smoke and opacity. The CEM shall be calibrated, operated and tested in accordance with the requirements specified in 40 CFR 60 Subpart A, Appendix B and Appendix F, as may be amended from time to time. [RCSA § 22a-174-4(b)(1)]" Also, RCSA § 22a-174-4(c)(5)(A)(ii) states, "[F]or opacity emissions, data shall be available for no less than ninety-five (95%) of the total operating hours of the source in any calendar quarter."
40. On July 21, 2014, a record review of air emissions statements and calculation of actual air emissions for years 2011-2013 indicated that the Respondent failed to accurately report air emissions as required by the Title V Permit and RCSA § 22a-174-4(d)(1). As a result of under-reporting actual emissions, the emission fees were not accurately assessed as described in RCSA § 22a-174-26(d) and the required emissions fees were not paid.
41. On July 28, 2014, an inspection indicated that the Respondent failed to comply with the following requirements of the Title V Permit: (a) maintain procedures for calculating NOx emissions from the process dryers and FM boiler as required by section III.A.1.c.iii and III.D.1.c.iii; (b) maintain records of the percent by weight of exempt VOCs in each coating and percent by volume of non-volatiles in each coating as required by section III.B.1.c.i; (c) properly maintain the CEM system as required by Section III.C.1.b.i; (d) record accurate daily and monthly fuel consumption quantities for the PFI boiler as required by section III.C.1.c.i; (e) submit annual 19a compliance statements in 2012 or 2013 as required by section III.C.3.d.i; (f) monitor and keep accurate records of natural gas fuel usage for the FM boiler as required by section III.D.7.b&c.; and (g) equip the 2 cold cleaners with internal drying racks as required by section III.F.1.a.iii.
42. By virtue of the facts set forth in ¶¶ A.1 – A.8 and A.38 – A.41, above, the Respondent has violated the Title V Permit.
43. On July 28, 2014, an investigation indicated that the Respondent failed to comply with Trading Agreement and Order ("TA&O") No. 8321 issued by the Commissioner to the Respondent on November 14, 2012. Specifically, from January 2014 through June 2014, the Respondent did not have sufficient surplus allowances on hand prior to the start of each month and prior to the start of each non-ozone season as required by paragraphs B.2, B.7 and B.8 of TA&O No. 8321. In 2014 the Respondent transferred allowances for the previous year on February 13, 2014, after the deadline of January 31, 2014 in violation of paragraphs B.9 and B.14 of TA&O No. 8321. The Respondent used allowances that did not meet the definition of surplus in lieu of Discrete Emission Reduction Credits ("DERCs") to offset emissions for 2013 in violation of paragraph B.12 of TA&O No. 8321. The Respondent did not transfer sufficient surplus allowances required for January 2011-December 2013, in violation of paragraphs B.9, B.10 and B.14 of TA&O No. 8321. The Respondent did not transfer sufficient surplus allowances

required for the most recently completed non-ozone season, in violation of paragraph B.10 of TA&O No. 8321. Finally, the Respondent has not met the requirements of paragraph B.14 of TA&O No. 8321 as the PFI boiler CEM that records NOx emissions and fuel consumption was deemed to be unreliable.

44. By virtue of the facts set forth in ¶¶ A.1 – A.8, A.38 – A.41, and A.43, above, the Respondent has violated TA&O No. 8321.
 45. In a letter to the Respondent dated August 26, 2014, the Department provided a summary of issues the Respondent must address to comply with environmental laws and regulations upon closure of the facility.
 46. In numerous written and oral communications between the Department and the Respondent since August 26, 2014, Department staff have iterated and reiterated the steps the Respondent must take to comply with environmental laws and regulations upon closure of the facility.
 47. On September 12, 2014, the Respondent submitted to the Department a proposed closure plan for the facility dated September 12, 2014 and titled "Report on Fusion Paperboard Closure Plan, 130 Inland Road, Versailles, Connecticut 06383, by Haley & Aldrich, Inc., Rocky Hill, Connecticut" (the "Closure Plan"). The Closure Plan was accompanied by a cover letter dated September 12, 2014 from counsel to the Respondent, which letter stated that the Respondent could not guarantee that it would actually complete the work contemplated by the Closure Plan. On October 17, 2014, the Respondent supplemented the Closure Plan with preliminary additional information in a document titled, "Fusion Paperboard ASB Remedial Options, 130 Inland Road, Versailles, Connecticut, by Haley & Aldrich, Inc., Rocky Hill, Connecticut" ("Supplemental Information"). The Supplemental Information acknowledged that the ASB lagoons must be remediated, however the Supplemental information by its terms is incomplete with respect to both investigation and proposed remedial options.
 48. By virtue of the facts set forth in ¶¶ A.1 – A.47, above, the Respondent has created and/or is maintaining a facility or condition which reasonably can be expected to create a source of pollution to the waters of the state.
- B. The Commissioner, acting under Conn. Gen. Stat. §§ 22a-6, 22a-171, 22a-174, 22a-176, 22a-177, 22a-178, 22a-208, 22a-225, 22a-401, 22a-409, 22a-424, 22a-425, 22a-427, 22a-430, 22a-431, 22a-432, 22a-433, and 22a-449, orders the Respondent as follows:
1. Consultant Retention. On or before fifteen (15) days from the date of issuance of this order, Respondent shall retain one or more qualified consultants acceptable to the Commissioner to prepare the documents and implement or oversee the actions required by this order and shall notify the Commissioner in writing of the identity of such consultant(s). Respondent shall submit to the Commissioner a description of each consultant's education, experience, and training that is relevant to the work required by this order within ten (10) days after a request for such description. The consultant(s)

retained by the Respondent shall be a professional engineer licensed to practice in Connecticut, and with respect to the work required by ¶ B.12 of this order, one who has training and experience in odor science. Respondent shall continue to retain one or more qualified consultants acceptable to the Commissioner until this order is fully complied with. At least ten (10) days prior to retaining any consultant(s) other than the one(s) originally identified under this paragraph, Respondent shall notify the Commissioner in writing of the identity of such other consultant(s) and shall submit to the Commissioner a description of the proposed consultant's education, experience and training which is relevant to the work required by this order. The Respondent must obtain the Commissioner's approval to retain such consultant(s), prior to retaining such consultant(s). Nothing in this paragraph shall preclude the Commissioner from finding a previously acceptable consultant unacceptable.

2. Facility Closure Plan.

- a. On or before January 16, 2015, Respondent shall submit, for the Commissioner's review and written approval, a revised Closure Plan to completely address the items set forth in the Department's August 26, 2014 letter to the Respondent and in any subsequent correspondence from the Department pertaining to such Closure Plan, including but not limited to: a plan and schedule to decommission the process tanks and the wastewater treatment system as set forth in ¶ B.3 of this order and provisions that address the requirements for waste removal, assessment and cleanup, and closure as set forth in ¶¶ B.4 – B.7 of this order. Such revised Closure Plan shall be prepared by the consultant(s) retained pursuant to ¶ B.1, above.
- b. Within five (5) days after the Commissioner approves the revised Closure Plan, Respondent shall carry out the approved plan and maintain it in full effect thereafter. On or before June 30, 2015, or such other date as the Commissioner may approve in writing, the Respondent shall, to the satisfaction of the Commissioner, fully implement and complete the actions outlined in the revised Closure Plan as approved by the Commissioner.

3. Decommissioning of Process Tanks and the Wastewater Treatment System. On or before June 30, 2015, Respondent shall identify, characterize and remove all waste and virgin materials, and decommission all process tanks, process areas, and the wastewater collection and treatment systems associated with the NPDES Permit and the Pretreatment Permit, including but not limited to any materials in the flocculator, former clarifier, ASB Nos. 1, 2, and 3 and polishing lagoons Nos. 1 and 2. All sediments and sludge in ASB Nos. 1, 2 and 3 and in polishing lagoons Nos. 1 and 2 must be managed in accordance with hazardous waste and solid waste regulations. The wastewater treatment system equipment and the power to operate it must remain onsite until the wastewater treatment system decommissioning is completed. On or before fifteen (15) days after completion of the decommissioning and waste management work required by this paragraph, Respondent shall submit to the Commissioner written certification confirming that such work has been completed as approved by the Commissioner.

4. Solid Waste Identification, Management, Removal and Disposal Plan. The revised Closure Plan shall include a plan for the identification, management, removal and proper disposal of all solid wastes at the site as defined by Conn. Gen. Stat. § 22a-207 and all hazardous wastes at the site as defined by Conn. Gen. Stat. § 22a-448 (collectively, "wastes"). The plan shall include, but not necessarily be limited to, a detailed inventory of the type, quantity and location of all wastes at the site, a description of the procedures to be used for management and removal of wastes from the site, identification of the permitted facility or facilities that will receive wastes, identification of all haulers transporting wastes from the site, and a schedule for expeditious removal and proper disposal of all wastes providing that the completion of the removal of wastes is within ninety (90) days after approval of the plan. In addition, such plan shall also specifically include:
 - a. Identification of all designated hazardous waste storage areas or other areas at the site where wastes may have been stored and/or are currently stored;
 - b. A diagram or diagrams depicting the layout of the site, including all area or areas where wastes have been stored at the site specifically identified on such diagram;
 - c. The results, with supporting documentation of hazardous waste determination(s) performed pursuant to RCSA § 22a-449(c)-101(b)(2) and § 22a-449(c)-102(a)(2)(A) on each waste identified;
 - d. A description of the disposal method proposed for each waste identified, including on-site treatment and off-site disposal, and an identification of any permits or authorizations that will be needed to perform same;
 - e. A description of how each area/item at the site will be cleaned and decontaminated; and
 - f. An identification of all persons who will oversee or perform the above activities, including all on-site personnel, all haulers and all disposal sites proposed to be used.
5. Waste Removal Report. On or before fourteen (14) days after completion of the removal of the wastes and related activities identified under ¶ B.4, above, the Respondent shall submit a Waste Removal Report for the Commissioner's review and written approval. The Waste Removal Report shall confirm that the removal of all solid waste at the site has been completed including solid waste removed pursuant to ¶ B.4, above. Such report shall be prepared by the consultant and include, but not necessarily be limited to copies of all photographs documenting the removal and all weight receipts, trip tickets, bills of lading, and/or manifests demonstrating that the solid and hazardous waste from the site was received at a facility permitted to receive such wastes.
6. Assessment and Cleanup of Releases. On or before thirty (30) days after the Commissioner's approval of the Waste Removal Report required under ¶ B.5, Respondent shall retain an environmental professional, licensed pursuant to Conn. Gen.

Stat. § 22a-133v ("licensed environmental professional" or "LEP") to conduct soil sampling to assess what, if any, releases have occurred at the site as a result of the solid waste disposal activity. If such LEP concludes, based on the results of the soil sampling, that any such release has occurred, then Respondent shall submit to the Commissioner within thirty (30) days of such assessment an Environmental Condition Assessment Form in accordance with Conn. Gen. Stat. § 22a-133x, and conduct, in accordance with a schedule approved by the Commissioner, an investigation and remediation of the releases that have occurred at the site as a result of the solid waste disposal activity. Such remediation shall achieve the standards identified in RCSA §§ 22a-133k-1 through 3 (the "Remediation Standard Regulations" or "RSRs"). If such LEP concludes, based on the results of the soil sampling, that any such release has not occurred, then Respondent shall submit a summary report signed by the LEP of the soil sampling for the Commissioner's determination as to whether a release has occurred. If the Commissioner determines that a release has occurred or that the results of the soil sampling do not provide sufficient information to determine whether a release has occurred, then Respondent shall submit to the Commissioner within thirty (30) days of such determination an Environmental Condition Assessment Form in accordance with Conn. Gen. Stat. § 22a-133x, and conduct, in accordance with a schedule approved by the Commissioner, an investigation and remediation, to achieve compliance with the RSRs, of the releases that have occurred at the site as a result of the solid waste disposal activity.

7. Closure of Hazardous Waste Storage Area(s).

- a. The revised Closure Plan shall include a plan to close each hazardous waste storage area at the site in accordance with RCSA § 22a-449(c)-102(a)(I), incorporating 40 CFR §§ 262.34(a)(1), 265.111 and 265.114. The plan shall be consistent with the Department's May 1, 2013 document entitled "Draft RCRA Closure Guidance for Generators Who Store Less Than 90 Days, Container Storage and Tank Systems."
- b. On or before fourteen (14) days after closure of the Hazardous Waste Storage Area(s) in accordance with the approved plan, Respondent shall submit a Hazardous Waste Storage Area Closure Report for the Commissioner's review and written approval. This report shall document the activities performed in accordance with the respective plan.

8. Compliance with Laws and Regulations. Respondent shall not initiate, create, or maintain a discharge of any water, substance, or material from the site to the ground or to the waters of the state without a valid permit or authorization from the Commissioner issued pursuant to Conn. Gen. Stat. § 22a-430 or a general permit issued pursuant to Conn. Gen. Stat. § 22a-430b. Respondent shall comply with the environmental laws and regulations governing the management of solid waste and hazardous waste, including but not limited to Conn. Gen. Stat. §§ 22a-208a, 22a-208c and 22a-449(c), and RCSA §§ 22a-209-4, 22a-209-7, 22a-209-8, and 22a-449(c)-100 through 119, 22a-449(c)-11. Respondent shall not conduct activities requiring a permit from the Commissioner without first having the requisite permit(s) issued by the Commissioner.

9. Address Outstanding NOV's. On or before January 16, 2015, Respondent shall address the issues identified in NOV Nos. WR IN 12 030 and WR SW 14 001, and submit an adequate written response to the Department.
10. Dam Inspections. On or before December 31, 2014, the Respondent shall inspect the Paper Mill Pond Dam and the Versailles Dam pursuant to the provisions of Section 4 of Public Act 13-197 as directed in the Department's January 7, 2014 letters to the Respondent. The Respondent shall implement the recommendations of the inspecting engineer as approved by the Commissioner in writing in accordance with a schedule approved by the Commissioner in writing.
11. Compliance with Stewardship Permit. The Respondent shall comply with all the terms and conditions of the Stewardship Permit.
12. Odor Control Plan.
 - a. On or before January 16, 2015, the Respondent shall submit for the Commissioner's review and written approval a comprehensive, thorough, and approvable plan ("odor control plan") which considers future operations at the facility and contains the following: (i) identification of the source(s), cause(s), and characteristics of odors emanating from the facility and the daily frequency and duration of the activity that causes the generation of such odor; (ii) a proposal of one or more remedial actions to abate such odors; (iii) An estimate of cost for each proposed action, a schedule for implementing each proposed action, and supporting justification as to why the proposed remedial action(s) is likely to abate such odors; (iv) a detailed program and schedule to perform the preferred action(s); and (v) a detailed program and schedule to monitor the effectiveness of such remedial action(s).
 - b. Upon receipt of the Commissioner's approval of the odor control plan, the Respondent shall perform the approved remedial action(s) in accordance with the odor control plan and approved schedule.
 - c. Within fifteen (15) days after completing the actions required by ¶¶ B.12.a and B.12.b of this order, the Respondent shall certify to the Commissioner in writing that the actions have been completed as approved.
 - d. If the approved odor abatement actions identified in the odor control plan do not result in abatement of the odors to the satisfaction of the Commissioner, additional abatement actions and a program for monitoring and reporting on the effectiveness of those actions shall be presented to the Commissioner in a supplemental plan. The supplemental plan shall: (i) evaluate alternatives for remedial action(s) to abate such odors, including an estimate of cost for each alternative identified, and a schedule for implementing each alternative; (ii) propose a preferred alternative for abating such odors with supporting justification as to why the preferred remedial action is likely to abate the odors; and (iii) propose a detailed program and schedule to perform the preferred remedial action and to monitor the effectiveness of such remedial action.

- e. Unless otherwise specified in writing by the Commissioner, the supplemental plan and schedule shall be submitted for the Commissioner's review and written approval on or before thirty (30) days after notice from the Commissioner that they are required.
 - f. Upon receipt of the Commissioner's approval of the supplemental plan, the Respondent shall perform the preferred remedial action identified in the supplemental plan in accordance with the supplemental plan and approved schedule.
 - g. Until the Respondent's corrective actions result in the prevention and abatement of violations of RCSA § 22a-174-23 to the Commissioner's satisfaction, the Respondent shall submit a written post-supplemental plan and schedule for the implementation of additional corrective action. The Respondent shall submit this plan and schedule within thirty (30) days of receipt of notice from the Commissioner that additional corrective action is required. The post-supplemental plan and schedule shall be subject to the Commissioner's review and written approval and/or amendment. The Respondent shall complete all additional corrective actions according to the schedule approved by the Commissioner.
13. Retirement of DERCS/Allowances. On or before February 12, 2015, the Respondent shall permanently retire 228 tons of DERCS and/or Allowances in accordance with the requirements in paragraph B.11. of TA&O No. 8321.
14. Air Emission Fees. On or before December 31, 2014, the Respondent shall pay the emission fees owed for calendar years 2011-2013.
15. Submission of Emission Statement. The Respondent shall submit an emission statement for calendar year 2014 on or before March 1, 2015 and shall pay the emission fee owed for calendar year 2014 on or before July 1, 2015 as required by RCSA § 22a-174-26(d)(2).
16. Revocation of Permits. On or before December 31, 2014, the Respondent shall request revocation of all Air operating permits and registrations in accordance with RCSA Section 22a-174-2a(h). Within thirty (30) days of ceasing the discharges authorized by the NPDES and Pretreatment Permits, Respondent shall request the revocation of such permits in accordance with RCSA Section 22a-430-4(p).
17. Progress reports. On or before the last day of March, June, September and December of each year after issuance of this order, and continuing until all actions required by this order have been completed as approved and to the Commissioner's satisfaction, Respondent shall submit a progress report to the Commissioner describing the actions which Respondent have taken to date to comply with this order.
18. Full compliance. Respondent shall not be considered in full compliance with this order until all actions required by this order have been completed as approved and to the

Commissioner's satisfaction.

19. Sampling and Sample Analyses. All sample analyses which are required by this order and all reporting of such sample analyses shall be conducted by a laboratory certified by the U.S. Environmental Protection Agency to conduct such analyses. All sampling and sample analyses performed under this order shall be performed in accordance with procedures specified or approved in writing by the Commissioner, or, if no such procedures have been specified or approved, in accordance with 40 CFR 136 or EPA document SW-846, as applicable. Unless otherwise specified by the Commissioner in writing, the value of each parameter shall be reported to the maximum level of precision and accuracy specified in the applicable protocol, and if no such level is specified, to the maximum level of precision and accuracy possible.
20. Approvals. Respondent shall use best efforts to submit to the Commissioner all documents required by this order in a complete and approvable form. If the Commissioner notifies Respondent that any document or other action is deficient, and does not approve it with conditions or modifications, it is deemed disapproved, and Respondent shall correct the deficiencies and resubmit it within the time specified by the Commissioner or, if no time is specified by the Commissioner, within thirty (30) days of the Commissioner's notice of deficiencies. In approving any document or other action under this order, the Commissioner may approve the document or other action as submitted or performed or with such conditions or modifications as the Commissioner deems necessary to carry out the purposes of this order. Nothing in this paragraph shall excuse noncompliance or delay.
21. Definitions. As used in this order, "Commissioner" means the Commissioner or a representative of the Commissioner.
22. Dates. The date of "issuance" of this order is the date the order is deposited in the U.S. mail or personally delivered, whichever is earlier. The date of submission to the Commissioner of any document required by this order shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this order, including but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is deposited in the U.S. mail or is personally delivered, whichever is earlier. Except as otherwise specified in this order, the word "day" as used in this order means calendar day. Any document or action which is required by this order to be submitted or performed by a date which falls on a Saturday, Sunday or a Connecticut or federal holiday shall be submitted or performed by the next day which is not a Saturday, Sunday or Connecticut or federal holiday.
23. Certification of Documents. Any document, including but not limited to any notice, which is required to be submitted to the Commissioner under this order shall be signed by Respondent or, if Respondent is not an individual, by Respondent's chief executive officer or a duly authorized representative of such officer, as those terms are defined in § 22a-430-3(b)(2) of the Regulations of Connecticut State Agencies, and by the individual(s) responsible for actually preparing such document, and each such individual

shall certify in writing as follows: "I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify, based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, that the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that any false statement made in the submitted information may be punishable as a criminal offense under §53a-157b of the Connecticut General Statutes and any other applicable law."

24. False Statements. Any false statement in any information submitted pursuant to this order may be punishable as a criminal offense under §53a-157b of the Connecticut General Statutes and any other applicable law.
25. Notice of Transfer; Liability of Respondent. Until Respondent has fully complied with this order, Respondent shall notify the Commissioner in writing no later than fifteen (15) days after transferring all or any portion of the facility, the operations, the site or the business which is the subject of this order or after obtaining a new mailing or location address. Respondent's obligations under this order shall not be affected by the passage of title to any property to any other person or municipality.
26. Commissioner's Powers. Nothing in this order shall affect the Commissioner's authority to institute any proceeding or take any other action to prevent or abate violations of law, prevent or abate pollution, recover costs and natural resource damages, and to impose penalties for violations of law, including but not limited to those described in this order. If at any time the Commissioner determines that the actions taken by Respondent pursuant to this order have not successfully corrected all violations, fully characterized the extent or degree of any pollution, or successfully abated or prevented any pollution, the Commissioner may institute any proceeding to require Respondent to undertake further investigation or further action to prevent or abate pollution.
27. Respondent's Obligations Under Law. Nothing in this order shall relieve Respondent of other obligations under applicable federal, state and local law.
28. No Assurance by Commissioner. No provision of this order and no action or inaction by the Commissioner shall be construed to constitute an assurance by the Commissioner that the actions taken by Respondent pursuant to this order will result in compliance or prevent or abate pollution.
29. No Effect on Rights of Other Persons. This order neither creates nor affects any rights of persons that are not parties to this order.
30. Notice to Commissioner of Changes. Within fifteen (15) days of the date Respondent becomes aware of a change in any information submitted to the Commissioner under this order, or that any such information was inaccurate or misleading or that any relevant information was omitted, Respondent shall submit the correct or omitted information to the Commissioner.

31. Notification of Noncompliance. In the event that Respondent becomes aware that it did not or may not comply, or did not or may not comply on time, with any requirement of this order or of any document required hereunder, Respondent shall immediately notify by telephone the individual identified in the next paragraph and shall take all reasonable steps to ensure that any noncompliance or delay is avoided or, if unavoidable, is minimized to the greatest extent possible. Within five (5) days of the initial notice, Respondent shall submit in writing the date, time, and duration of the noncompliance and the reasons for the noncompliance or delay and propose, for the review and written approval of the Commissioner, dates by which compliance will be achieved, and Respondent shall comply with any dates which may be approved in writing by the Commissioner. Notification by Respondent shall not excuse noncompliance or delay, and the Commissioner's approval of any compliance dates proposed shall not excuse noncompliance or delay unless specifically so stated by the Commissioner in writing.
32. Submission of Documents. Documents required to be submitted to the Commissioner under ¶¶ B.1, B. 4 – B.7, and B.16 – B.31 of this order shall, unless otherwise specified in writing by the Commissioner, be directed to:

Kevin Barrett, Supervising Environmental Analyst
Department of Energy and Environmental Protection
Bureau of Materials Management and Compliance Assistance
Waste Engineering and Enforcement Division
79 Elm Street
Hartford, Connecticut 06106-5127

Documents required to be submitted to the Commissioner under ¶¶ B.1 and B.12 – B.31 of this order shall, unless otherwise specified in writing by the Commissioner, be directed to:

Robert Girard, Assistant Director
Department of Energy and Environmental Protection
Bureau of Air Management
Engineering and Enforcement Division
79 Elm Street
Hartford, Connecticut 06106-5127

Documents required to be submitted to the Commissioner under ¶¶ B.1 – B.3, B.9, and B.16 – B.31 of this order shall, unless otherwise specified in writing by the Commissioner, be directed to:

Melissa J. Blais, P.E., Supervising Sanitary Engineer
Department of Energy and Environmental Protection
Bureau of Materials Management and Compliance Assistance
Water Permitting and Enforcement Division
79 Elm Street
Hartford, Connecticut 06106-5127

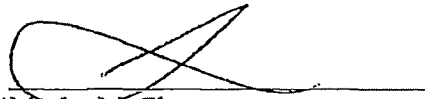
Fusion Paperboard Connecticut, LLC
Order No. 2014001DEEP

Documents required to be submitted to the Commissioner under §§ B.1, B.10, and B.17 – B.31 of this order shall, unless otherwise specified in writing by the Commissioner, be directed to:

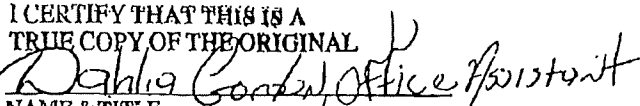
Arthur P. Christian II, P.E., Supervising Civil Engineer
Department of Energy and Environmental Protection
Bureau of Water Protection and Land Reuse
Dam Safety - Water Permitting and Enforcement Division
79 Elm Street
Hartford, Connecticut 06106-5127

Issued as an order of the Commissioner of Energy and Environmental Protection.

11/25/14
Date


Macky McCleary
Deputy Commissioner

TOWN OF SPRAGUE LAND RECORDS

I CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL

NAME & TITLE
CONN. DEPT. OF ENVIRONMENTAL PROTECTION
BUREAU OF MATERIALS MANAGEMENT &
COMPLIANCE ADMINISTRATION

Attachment F: Proposer Fee Schedule



Proposer Fee Schedule

REQUEST FOR PROPOSALS: QUALIFIED ENVIRONMENTAL PROFESSIONAL FOR THE
SECOG BROWNFIELDS ASSESSMENT COALITION GRANT: 130 INLAND ROAD TOWN OF
SPRAGUE

RFP BF #2025-03

INSTRUCTIONS FOR TASKS 1, 3, AND 4:

For Tasks 1, 3, and 4 in the Scope of Work of this RFP document, please fill out the respective tables below; (1) Personnel Fee Schedule and (2) Direct, Equipment, and Materials Fee Schedule. For the Direct, Equipment, and Materials Fee Schedule, please provide information on your typical equipment and materials rates for that task. Please note anticipated lab costs, travel, and mark-ups as applicable. Add rows if more space is needed. Delete the example prior to submittal.

INSTRUCTIONS FOR TASK 2:

For Task 2 in the Scope of Work of this RFP document, please fill out the respective tables below; (1) Personnel Fee Schedule and (2) Direct, Equipment, and Materials Fee Schedule. SECOG understands that because of the iterative nature of Phase II site assessment, it is reasonable for an estimate of hours to be spent on Phase II assessment to be unknown at the time of bid. Therefore, it is not required to include an estimate of hours for Task 2. SECOG will instead evaluate consultant rates and anticipated direct/material costs. For the Direct, Equipment, and Materials Fee Schedule, please provide information on your typical equipment and materials rates for that task. Please note anticipated lab costs, travel, and mark-ups as applicable. Add rows if more space is needed. Delete the example prior to submittal.

PROPOSER: _____

Task 1: Phase I ESA, Conceptual Site Model, Regulatory Status Update, Data Gap Analysis, and Phase II Scope Recommendation and Cost Estimate

Personnel Fee Schedule

Job Title & Description	Hourly Rate	Estimated Hours for This Task	Total (Hourly Rate x Estimated Hours)
EXAMPLE: Senior Project Manager	\$200	2	\$400

Direct, Equipment, and Materials Fee Schedule

Needed for... (Task #)	Direct Cost/Materials /Equipment	Estimated Cost / Rate
EXAMPLE: Task 1	Travel	\$

Task 2: Phase II ESA

Personnel Fee Schedule

Job Title & Description	Hourly Rate
EXAMPLE: Senior Project Manager	\$200

Direct, Equipment, and Materials Fee Schedule

Needed for... (Task #)	Direct Cost/Materials /Equipment	Estimated Cost / Rate
EXAMPLE: Task 2	Drill rig	\$200/hr

Task 3: Community Liaison Technical Support

Personnel Fee Schedule

Job Title & Description	Hourly Rate	Estimated Hours for This Task	Total (Hourly Rate x Estimated Hours)
EXAMPLE: Senior Project Manager	\$200	2	\$400

Direct, Equipment, and Materials Fee Schedule

Needed for... (Task #)	Direct Cost/Materials / Equipment	Estimated Cost / Rate
EXAMPLE: Task 3		

Task 4: Cooperative Agreement Oversight

Personnel Fee Schedule

Job Title & Description	Hourly Rate	Estimated Hours for This Task	Total (Hourly Rate x Estimated Hours)
EXAMPLE: Senior Project Manager	\$200	2	\$400

Direct, Equipment, and Materials Fee Schedule

Needed for... (Task #)	Direct Cost/Materials / Equipment	Estimated Cost / Rate
EXAMPLE: Task 4		