

IN THE MATTER OF RISING PAPER LAND,  
LLC'S REDEVELOPMENT  
OF 0 PARK ROAD, GREAT BARRINGTON,  
MASSACHUSETTS

MassDEP RTN 1-17679

A. This Agreement is made and entered into by and between the Office of the Attorney General (the “OAG”) on behalf of the Commonwealth of Massachusetts (the “Commonwealth”) and Rising Paper Land, LLC (“Rising Paper”). Collectively, the OAG and Rising Paper are referred to as the “Parties.”

B. This Agreement is entered into pursuant to the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, as amended and codified in Massachusetts General Laws Chapter 21E (“G.L. c. 21E”), and the OAG’s Brownfields Covenant Not to Sue Agreement Regulations at 940 CMR 23.00 (“Brownfields Covenant Regulations”), with reference to the Massachusetts Contingency Plan, 310 CMR 40.0000 (the “MCP”). This Agreement relates to an approximate 67 acre parcel located at 0 Park Road and immediately to the south and adjacent to the Hazen Paper Mill at 295 Park Street in Great Barrington, Massachusetts (the “Property”), and its redevelopment (the “Project”).

C. The Parties intend to set forth in this Agreement their respective duties, obligations and understanding so that the Project can contribute to the physical and economic revitalization of an area of Great Barrington, Massachusetts. The Parties agree that this Agreement, pursuant to G.L. c. 21E, § 3A(j)(3), addresses potential claims by the Commonwealth as to Rising Paper and is predicated upon the Rising Paper's compliance with the terms and conditions of this Agreement.

D. The Parties agree that Rising Paper's ability to conduct the Project may be contingent upon independent approval processes of other departments, agencies and instrumentalities of the federal, state and local governments. Nothing in this Agreement should be construed as an endorsement by the OAG of the proposed project for such approval processes. Rising Paper's failure to secure independent governmental approvals for the Project shall not excuse Rising Paper from performance of any requirements of G.L. c. 21E and the MCP.

E. The Commonwealth believes that this Agreement is fair, consistent with G.L. c. 21E and in the public interest, and has entered into this Agreement as part of an effort to revitalize an area of Great Barrington, Massachusetts.

## II. THE PARTIES

A. The OAG is a duly constituted agency of the Commonwealth of Massachusetts charged with the legal representation of the Commonwealth and maintains offices at One Ashburton Place, Boston, Massachusetts 02108. Included within the OAG's authority is the authority to enter into Brownfields Covenant Not to Sue Agreements pursuant to G.L. c. 21E, § 3A(j)(3).

B. Rising Paper is a limited liability company with its principal place of business in Lakeville, Connecticut. Rising Paper shall undertake the Project as discussed in Section IV.A.2. of this Agreement.

## III. STATEMENT OF FACT AND LAW

A. The Commonwealth enters into this Agreement pursuant to its authority under G.L. c. 21E, § 3A(j)(3), and the Brownfields Covenant Regulations.

B. Unless otherwise expressly provided, terms used in this Agreement which are defined in the Brownfields Covenant Regulations shall have the meaning assigned to them under such regulations. Terms not defined in the Brownfields Covenant Regulations, but defined under G.L. c. 21E and/or the MCP, shall have the meaning assigned to them under G.L. c. 21E and/or the MCP. The first letter of terms used in this Agreement which are defined in the Brownfields Covenant Regulations, G.L. c. 21E, the MCP, as well as those defined in this Agreement, are capitalized.

C. The Property is an approximate 67 acre parcel located immediately to the south and adjacent to the Hazen Paper Mill at 295 Park Street in Great Barrington, Massachusetts. The Property is more fully described in Exhibit A, which is attached and incorporated into this Agreement. The contaminants of concern at the Site include volatile organic compounds ("VOCs"), extractable petroleum hydrocarbons ("EPHs"), polycyclic aromatic hydrocarbons ("PAHs"), metals, cyanide and formaldehyde.

D. The Massachusetts Department of Environmental Protection ("MassDEP") has received notice of Releases of Oil and/or Hazardous Materials ("OHM") at the Property. The areas where OHM have come to be located as a result of the Releases were assigned RTN 1-17679 and constitute the "Site," as that term is defined at 310 CMR 40.0006, for the purposes of this Agreement. The Site is also the "property addressed" by this Agreement as the term "property addressed" is used at 940 CMR 23.08(1) in the Brownfields Covenant Regulations. The Site is more fully described in Exhibit B, which is attached and incorporated into this Agreement. Exhibit B describes the environmental conditions in detail, including the nature and extent of contamination detected at the Site, as well as the Response Actions undertaken at the Site and the regulatory status of the Response Action Outcome Statement ("RAO") assigned to the Site.



#### IV. COMMITMENTS AND OBLIGATIONS

In consideration of the representations made and promises exchanged by and between the Parties, each of them covenants and agrees to the terms and conditions which follow.

##### A. REPRESENTATIONS AND COMMITMENTS BY RISING PAPER

1. Rising Paper represents that:
  - a. it is an Eligible Person;
  - b. it is not at the time of execution of this Agreement a person with potential liability for the Site pursuant to G.L. c. 21E;
  - c. it is not now nor has it ever been previously affiliated with any person having potential liability for the Site pursuant to G.L. c. 21E, except as set forth below;
  - d. its involvement with the Site has been limited to:
    - i. evaluating the Property for purposes of acquiring the Property;
    - ii. negotiating an agreement to acquire the Property; and
    - iii. communicating with the Commonwealth and local authorities with respect to the remediation and redevelopment of the Property;
  - e. none of Rising Paper's activities has caused or contributed to the Release or Threat of Release of OHM at the Site under G.L. c. 21E and/or the MCP; and
  - f. Rising Paper is not at the time of execution of this Agreement subject to any outstanding administrative or judicial environmental enforcement action arising under any applicable federal, state or local law or regulation.
2. Rising Paper agrees to the following terms and conditions:
  - a. Rising Paper shall endeavor to acquire ownership of the Property and, if it becomes an Owner and/or Operator of the Property, undertake the Project as described more fully below:
    - The Project consists of a 12.1 acre, 2.5-megawatt alternating current ("AC") ground-mounted solar photovoltaic site the location of which is indicated on the Site Plan, as depicted on Exhibit C.
    - The Project will produce enough clean energy to power the school district and the Town of Great Barrington's municipal needs. The Project shall provide valuable

tax revenue to the Town of Great Barrington and valuable net metering credits to the Towns of Great Barrington and the Berkshire Hills Regional School District.

- Further, the Project consists of conserving approximately 80% of the Property, including placing approximately 42 acres or more into a permanent conservation restriction. Habitat for the wood turtle, a state-listed species, will be enhanced in the conservation restriction area as indicated on the Site Plan, and adequate wetland and riverfront buffers are being preserved. Finally, the riverfront area will be maintained and placed into a permanent conservation restriction with public access allowed.

b. If it becomes an Owner and/or Operator of the Property, Rising Paper shall cooperate fully with the PRPs in maintaining any Permanent Solution at the Site, in accordance with G.L. c. 21E, the Standard of Care defined in G.L. c. 21E, and the MCP. If it becomes an Owner and/or Operator of the Property, Rising Paper shall also cooperate fully with MassDEP.

c. To cooperate fully includes, without limitation:

- i. providing prompt and reasonable access to the portion of the Site owned or operated by Rising Paper to MassDEP for any purpose consistent with G.L. c. 21E and the MCP;
- ii. complying with the Release notification provisions established by G.L. c. 21E and the MCP;
- iii. responding in a timely manner to any request made by the MassDEP or OAG to produce information as required pursuant to G.L. c. 21E;
- iv. taking reasonable steps to prevent the Exposure of OHM to people at the Site or portion of the Site under Rising Paper's control, such as (1) by fencing or otherwise preventing access to the Site if appropriate and/or necessary to prevent Exposure, or (2) by taking action as otherwise required by G.L. c. 21E, the MCP or MassDEP;
- v. containing any further Release or Threat of Release of OHM from a structure or container under Rising Paper's control, to the extent necessary under, and in accordance with, G.L. c. 21E and MCP, upon obtaining knowledge of a Release or Threat of Release of OHM; and
- vi. to the extent Rising Paper conducts, or causes to be conducted, Response Actions at the Site, doing so in accordance with G.L. c. 21E, the Standard of Care defined in G.L. c. 21E, and the MCP.



d. Rising Paper shall operate the Property consistent with any Activity and Use Limitation ("AUL"), recorded for the Property.

e. Rising Paper shall provide a copy of this Agreement to any successors, assigns, lessees or licensees of Rising Paper's ownership or operational interests in any portion of the Property ("Subsequent Owners and/or Operators").

B. COVENANT NOT TO SUE BY THE COMMONWEALTH

1. Rising Paper

Pursuant to G.L. c. 21E, § 3A(j)(3), in consideration of the representations and commitments by Rising Paper set forth in Section IV.A. of this Agreement, and subject to Rising Paper's compliance with the terms and conditions of this Agreement and the Termination for Cause provisions described below in Section IV.B.5., the Commonwealth covenants not to sue Rising Paper for natural resource damages under G.L. c. 21E relating to any Release of OHM occurring at the Site prior to the execution of this Agreement ("Covered Releases"). This Agreement shall not affect any liability established by contract.

2. Subsequent Owners and/or Operators

The Commonwealth also covenants not to sue Eligible Persons who are Subsequent Owners and/or Operators, as defined in Section IV.A.2.e. of this Agreement, for natural resource damages under G.L. c. 21E relating to the Covered Releases. The liability relief available to Subsequent Owners and/or Operators shall be subject to the same terms and conditions as those that apply to Rising Paper and the Subsequent Owner's and/or Operator's covenant not to sue the Commonwealth in Section IV.C. of this Agreement.

3. Applicability of the Agreement

This Agreement is subject to the Termination for Cause provisions described below in Section IV.B.5.

4. Reservations of Rights

The Commonwealth's covenants in this Agreement shall not apply to:

a. any Release of OHM at or from the Property that first occurs after the date of execution of this Agreement;

b. any Release of OHM which Rising Paper or any Subsequent Owner and/or Operator causes, contributes to, or causes to become worse, but if the cause or contribution is that of a Subsequent Owner and/or Operator, such reservation shall affect the liability protection applicable only to such Subsequent Owner and/or Operator and shall not affect Rising Paper's liability protection under this Agreement;

c. any Release of OHM not discovered when any past or future RAO/ Permanent Solution or ROS Statement is or was submitted to MassDEP that would have been

discovered if an assessment of the Property or portion of the Property covered by or addressed in the RAO/Permanent or ROS Statement had been performed consistent with the Standard of Care in effect when the RAO/Permanent or ROS Statement was submitted;

d. any Release or Threat of Release of OHM from which there is a new Exposure that results from any action or failure to act pursuant to G.L. 21E by Rising Paper or a Subsequent Owner and/or Operator during Rising Paper's or a Subsequent Owner's and/or Operator's ownership or operation of the Property, but if the action or failure to act is that of a Subsequent Owner and/or Operator, such reservation shall affect the liability protection applicable only to such Subsequent Owner and/or Operator and shall not affect Rising Paper's liability protection under this Agreement;

e. any Release of OHM not expressly described as one of the Covered Releases in Section IV.B.1. of this Agreement; and

f. any claims (i) for damages for injury to, destruction of, or loss of natural resources due to a Release of Oil and/or Hazardous Material occurring after the execution of this Agreement, (ii) for exacerbation of injury to, destruction of, or loss of natural resources occurring after the execution of this Agreement, where original injury, destruction or loss of natural resources was due to a Release of Oil and/or Hazardous Material occurring either before or after the execution of this Agreement, (iii) for the costs of any natural resource damage assessment relating to conditions first caused or exacerbated after the execution of this Agreement, and (iv) for damages for injury to, destruction of, or loss of natural resources due to a Release of Oil and/or Hazardous Material that is not a Covered Release. If, however, injury to, destruction of, or loss of natural resources, or the exacerbation of such conditions, is caused by a Subsequent Owner and/or Operator, this reservation shall affect the liability protection applicable only to such Subsequent Owner and/or Operator, and shall not affect Rising Paper's liability protection.

## 5. Termination for Cause

a. If the OAG or MassDEP determines that Rising Paper submitted materially false or misleading information as part of its Application to Enter into a Brownfields Covenant Not to Sue Agreement, the OAG may terminate the liability protection offered by this Agreement for the offending party in accordance with Section IV.B.5.c. of this Agreement. A statement made by Rising Paper regarding the anticipated benefits or impacts of the proposed Project will not be considered false or misleading for purposes of this section if the statement was asserted in good faith at the time it was made.

b. If the OAG or MassDEP determines that Rising Paper or a Subsequent Owner and/or Operator has violated the terms and conditions of this Agreement, including, but not limited to, failure to cooperate with MassDEP in accordance with Section IV.A.2.b. of this Agreement, G.L. c. 21E and the MCP, failure to arrange for a timely response to a Notice of Audit Finding or any other notice requiring additional work to maintain a Permanent Solution, or failure to perform Response Actions in accordance with the Standard of Care, or if the OAG or MassDEP determines that Rising Paper will not acquire ownership of the Property



or complete the Project despite endeavoring to do so, or a Permanent Solution is not maintained in accordance with G.L. 21E or the MCP, the OAG may terminate the liability protection offered by this Agreement in accordance with Section IV.B.5.c. of this Agreement. In the event that the liability protection is terminated solely because of a violation by a Subsequent Owner and/or Operator of one or more of the conditions set forth in Section IV.A.2.c.i. through Section IV.A.2.c.vi. of this Agreement, such termination shall affect the liability protection applicable only to the Subsequent Owner and/or Operator and shall not affect Rising Paper's liability protection.

c. Before terminating the liability relief provided by this Agreement, the OAG will provide Rising Paper or a Subsequent Owner and/or Operator, as appropriate, with written notice of the proposed basis for, and a 60-day opportunity to comment on, the proposed termination. If the OAG, in its sole reasonable discretion, deems it appropriate, the notice from the OAG shall provide a reasonable period of time for Rising Paper or a Subsequent Owner and/or Operator, as appropriate, to cure an ongoing violation in lieu of termination of the liability relief provided by this Agreement.

d. Termination of liability relief pursuant to this section shall not affect any defense that Rising Paper or a Subsequent Owner and/or Operator might otherwise have pursuant to G.L. c. 21E.

#### C. COVENANT NOT TO SUE BY RISING PAPER AND ANY SUBSEQUENT OWNER AND/OR OPERATOR

1. In consideration of the Commonwealth's covenants not to sue in Section IV.B. of this Agreement, Rising Paper covenants not to sue and not to assert any claims or causes of action against the Commonwealth, including any department, agency, or instrumentality, and its authorized officers, employees, or representatives with respect to the following matters as they relate to the Site or this Agreement:

a. any direct or indirect claims for reimbursement, recovery, injunctive relief, contribution or equitable share of response costs or for property damage pursuant to G.L. c. 21E in connection with any of the Covered Releases;

b. any claims for "takings" under the Fifth Amendment to the United States Constitution, under the Massachusetts Constitution, or under G.L. c. 79 based on the argument that, with respect to a Covered Release, the requirements of Chapter 21E, the MCP, or the requirements of this Agreement constitute a taking;

c. any claims for monetary damages arising out of Response Actions at the Site and/or the Property;

d. any claims or causes of action for interference with contracts, business relations or economic advantage based upon the conduct of MassDEP pursuant to Chapter 21E prior to the date of this Agreement concerning any of the Covered Releases; or

e. any claims for costs, attorneys fees, other fees or expenses incurred in connection with the Covered Releases.

2. Subsequent Owners and/or Operators shall be bound by Rising Paper's covenants in this Section IV.C. In the event that, despite these covenants, a Subsequent Owner and/or Operator asserts any claims or causes of action against the Commonwealth, including any department, agency, or instrumentality, and its authorized officers, employees, or representatives with respect to the claims listed in this Section IV.C., such claims or causes of action shall have no effect on the rights, benefits, and protections secured under this Agreement for any other entity.

#### D. GENERAL PROVISIONS

1. This Agreement may be modified only upon the written consent of all Parties.

2. If any court of competent jurisdiction finds any term or condition of this Agreement or its application to any person or circumstance unenforceable, the remainder of this Agreement shall not be affected and each remaining term and provision shall be valid and enforceable to the full extent permitted by law.

3. Each Party warrants and represents to the others that it has the authority to enter into this Agreement and to carry out its terms and conditions.

4. This Agreement may be fully executed by all Parties in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

#### 5. Effectiveness

The Commonwealth's covenant not to sue Rising Paper or Subsequent Owners and/or Operators for natural resource damages, relating to any Release of OHM occurring at the Site prior to the execution of this Agreement, as described in Section IV.B.1. of this Agreement, shall be effective as of the date Rising Paper acquires title to the Property.



In the matter of Rising Paper Land, LLC  
Brownfields Covenant Not To Sue Agreement

IT IS SO AGREED:

OFFICE OF THE ATTORNEY GENERAL

By: Nancy E. Harper  
Nancy E. Harper  
Assistant Attorney General  
Deputy Division Chief  
Environmental Protection Division  
Office of the Attorney General  
One Ashburton Place  
Boston, MA 02108

Date: 5/20/15

Rising Paper Land, LLC

By: Donald K. Mayland  
Donald K. Mayland  
It's: Manager

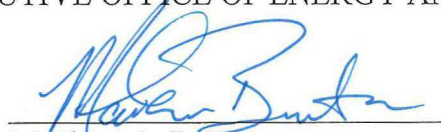
Date: April 14, 2015

In the matter of Rising Paper Land, LLC  
Brownfields Covenant Not To Sue Agreement

As to protections for Rising Paper from claims for natural resource damages:

COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS

By:



Matthew A. Beaton

Secretary of Energy and Environmental Affairs

Date:

5/8/15



# Exhibit A

## Exhibit A

The disposal site is located on an ~72 acre parcel of undeveloped land in an area of predominantly rural residential and minor commercial and light industrial use in the village of Housatonic in Great Barrington, Massachusetts. Residential properties are located within 500 feet of the northernmost and southernmost ends of the site. The Housatonic River abuts the site to the west, and a wetlands area abuts the site to the southeast. Most of the southern portion of the site also lies within the 100-year floodplain, and consists of a mix of open fields and lightly to densely wooded areas. The property was used for the disposal of various wastes generated by the paper mill facility located to the north of the site, which was operated by various owners from approximately 1852 until 2007. Neenah Paper purchased the mill property from the Fox River Paper Company in March 2007 and shortly thereafter closed the plant. Attachment 1 describes the metes and bounds of the disposal site. The site is not located in a current or potential drinking water source area. Three production wells are located at the mill property, but at distances greater than 500 feet from the northern boundary of the site. Depth to groundwater ranges from 9 to 16 feet in the northern half of the site, and from 5 to 10 feet in the southern half. The general direction of groundwater flow is westerly, towards the Housatonic River.



## Attachment 1

All that piece or parcel of land, lying and being situate in the Town of Great Barrington, County of Berkshire, and State of Massachusetts, and shown as Lot 2A-1 on a map entitled, "APPROVAL NOT REQUIRED, PARK STREET, GREAT BARRINGTON, BERKSHIRE COUNTY, MASSACHUSETTS, PREPARED FOR NEENAH PAPER FR, LLC" prepared by WSP Sells, dated December 10, 2012 and filed in the Southern Berkshire Registry of Deeds on February 6, 2013 as Map No. Q-36, and more particularly described as follows:

Commencing at a point on the northerly bounds of Division Street, said point being the southeasterly corner of the lands now or formerly of Neenah Paper FR, LLC (B.667 P.10) being the herein described parcel and the southwesterly corner of the lands now or formerly of Taft Farms, Inc. (B.991 P.281); thence from the point of beginning and along the northerly bounds of Division Street the following two (2) courses: 1) South 81°44'52" West for a distance of 179.33 feet to a point and 2) South 82°38'41" West for a distance of 139.18 feet to a point on the easterly edge of the Housatonic River; thence along the easterly line of the Housatonic River the following six (6) Courses: 1) North 17°09'33" West for a distance of 202.68 feet to a point 2) North 11°02'24" West for a distance of 131.61 feet to a point 3) North 01°47'24" East for a distance of 139.25 feet to a point 4) North 22°50'14" West for a distance of 331.50 feet to a point 5) North 21°47'10" West for a distance of 159.02 feet to a point and 6) North 12°18'56" West for a distance of 228.11 feet to a point; thence South 73°34'27" West for a distance of 50.00 feet to a point in the approximate centerline of the Housatonic River; thence along the approximate centerline of said river the following ten (10) courses: 1) North 29°47'16" West for a distance of 175.61 feet to a point 2) North 44°12'55" West for a distance of 182.76 feet to a point 3) North 08°09'46" West for a distance of 216.34 feet to a point 4) North 11°19'30" East for a distance of 223.91 feet to a point 5) North 30°15'04" East for a distance of 212.18 feet to a point 6) North 59°31'42" East for a distance of 268.16 feet to a point 7) North 44°01'32" East for a distance of 171.59 feet to a point 8) North 21°37'40" East for a distance of 150.10 feet to a point 9) North 33°03'30" West for a distance of 154.97 feet to a point and 10) North 15°09'09" West for a distance of 254.81 feet to a point at the northwesterly corner of the said lands of Neenah Paper FR, LLC and the southwesterly corner of the lands now or formerly of HPC Housatonic, LLC (B.1863 P.76); thence along said division line the following four (4) courses: 1) North 86°38'48" East for a distance of 357.15 feet to a point 2) North 12°10'40" East for a distance of 129.42 feet to a point 3) North 48°20'12" East for a distance of 24.69 feet to a point and 4) South 77°25'41" East for a distance of 138.85 feet to a point on the southwesterly bounds of Park Street; thence along said bounds the following two (2) courses: 1) South 31°30'07" East for a distance of 234.81 feet to a point and 2) South 38°33'27" East for a distance of 97.49 feet to a point at the most northerly corner of the lands now or formerly of David Howe and Denise M. Duffin (B.950 P.322); thence along said division line the following two (2) courses: 1) South 51°52'49" West for a distance of 183.12 feet to a point and 2) South 51°40'28" East for a distance of 381.66 to point marking the lands now or formerly of Massachusetts Electric Company (B.334 P.466); thence along the said division line the following five (5) courses: 1) South 09°49'02" West for a distance of 71.97 feet to a point 2) South 80°10'00" East for a distance of 107.25 feet to a point 3) North 00°19'58" West for a distance of 62.30 feet to a point 4) North 34°10'02" East for a distance of 42.49 feet to a point and 5) North 80°10'58" West for a distance of 104.55 feet to a point on the aforementioned lands of Howe and Duffin; thence along said lands North 28°04'02" East for a distance of 151.27 feet to a point on the aforementioned southwesterly bounds of Park Street; thence along said bounds South 55°12'22" East for a distance of 447.30 feet to a point marking the most northerly corner of the lands now or formerly of Jeanne Mascioli (B.444 P.85) thence along said division line

the following three (3) courses: 1) South  $31^{\circ}41'19''$  West for a distance of 122.95 feet to a point 2) South  $24^{\circ}52'46''$  East for a distance of 197.11 feet to a point and 3) South  $00^{\circ}40'19''$  East for a distance of 261.38 feet to a point; thence along the new property line as shown on said map South  $07^{\circ}10'33''$  East for a distance of 437.68 feet to a point on the lands now or formerly of Daniel P. and Martha L. Tawczynski, Trustees of the Tawczynski Family Nominee Trust (B.1883 P.189); thence along said division line the following three (3) courses: 1) South  $24^{\circ}11'42''$  West for a distance of 80.33 feet to a point 2) South  $73^{\circ}45'04''$  West for a distance of 250.35 feet to a point and 3) South  $12^{\circ}12'33''$  East for a distance of 153.02 feet to a point; thence continuing along the said lands of Tawczynski and also along the lands now or formerly of Renee L. Stoneburg and Paul K. Tawczynski (B.1864 P.151) South  $70^{\circ}20'38''$  West for a distance of 497.30 feet to a point on the division line of the aforementioned lands now or formerly of Taft Farms, Inc.; thence along said division line the following three (3) courses: 1) North  $11^{\circ}00'28''$  West for a distance of 14.00 feet to a point 2) South  $88^{\circ}18'37''$  West for a distance of 268.50 feet to a point and 3) South  $07^{\circ}25'33''$  East for a distance of 740.00 feet to the point or place of beginning containing 66.857 acres more or less.

Subject to any easements, covenants, restrictions or reservations of record.

# Exhibit B



## Exhibit B

Neenah Paper notified MassDEP on December 8, 2009 of contaminants in soil above reportable concentrations, including heavy metals, polycyclic aromatic hydrocarbons (PAHs), and chlorinated volatile organic compounds (VOCs). Documented contaminants used by the various paper mill companies that operated at this property included metals-containing dyes, chlorinated solvents, and paper product preservative containing formaldehyde. Wastes identified at the landfill area include metal (wire, piping, banding straps, scrap, household appliances, automotive parts, etc.), painted wood, coal, coal and wood ash, items composed of various types of plastic or glass, construction/ABC debris, paper dyes, and discarded drums containing the above-mentioned formaldehyde-containing preservative (in paste form) and waste lubricants that, in addition to containing EPH and PAHs, also contained TCE.

The results of assessment activities indicated that there were two primary areas of waste disposal and related soil impacts, by metals primarily, subsequently labeled as the Northern and Southern Waste Disposal Areas (NWDA & SWDA, respectively), occupying a total area of ~27 acres. The specific metals detected in soil at concentrations that exceeded background and/or S-1 standards at more than one location were arsenic, cadmium, chromium, nickel, and lead. Only arsenic was detected in groundwater at concentrations greater than the GW-1 standard.

Guided by the collected assessment data, between December 2012 and March 2013, approximately 205 tons of soil was excavated and recycled off Site. Neenah Paper submitted a Phase II Comprehensive Risk Assessment to the Department on October 30, 2013 and filed a Class A-3 Response Action Outcome Statement and an Activity and Use Limitation on April 2, 2014.

# Exhibit C



[illegible]SHEET #  
SL-6