

COMMONWEALTH OF MASSACHUSETTS

IN THE MATTER OF)	BROWNFIELDS COVENANT
)	NOT TO SUE AGREEMENT
GREYLOCK WORKS, LLC AND)	
GREYLOCK FLUME, INC.)	
)	
REDEVELOPMENT OF)	
508 STATE ROAD,)	MassDEP RTN 1-13902
NORTH ADAMS, MASSACHUSETTS)	
)	

I. STATEMENT OF PURPOSE

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"), Greylock Works, LLC ("Greylock Works"), and Greylock Flume, Inc. ("Greylock Flume"). Collectively, the OAG, Greylock Works, and Greylock Flume 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 Greylock Works' remediation and redevelopment of the 7.85-acre parcel of property located at 508 State Road, North Adams, Massachusetts with a 200,000 square foot mill building (the "Mill Property") into a building that houses a mix of production, hospitality, and cultural uses (as otherwise further described in Section IV.A.3.a below, the "Mill Project"), and to Greylock Flume's remediation and preservation of open space at the 0.99 acre parcel of property located adjacent to the Mill Property on the other side of State Road, North Adams, Massachusetts (the "Park Property") and creation of a park, pedestrian walkway, and bike path (as otherwise further described in Section IV.A.4.a below, the "Park Project").

C. The Parties intend to set forth in this Agreement their respective duties, obligations and understanding so that the Mill Project and the Park Project can contribute to the physical and economic revitalization of an area of North Adams, Massachusetts. The Parties agree that this Agreement, pursuant to G.L. c. 21E, §3A(j)(3), addresses potential claims by the Commonwealth as to Greylock Works and Greylock Flume and is predicated upon Greylock Works' and Greylock Flume's compliance with the terms and conditions of this Agreement. This Agreement also addresses potential claims brought by third parties for contribution, Response Action costs, or property damage pursuant to G.L. c. 21E, §§ 4 and 5, or for property

damage claims under common law. This Agreement does not, however, address liability arising under contract law.

D. The Commonwealth and Greylock Works agree that Greylock Works' ability to complete the Mill 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 Mill Project for such approval processes. Greylock Works' failure to secure independent governmental approvals for the proposed remediation shall not excuse Greylock Works from performance of any term or condition of this Agreement.

E. The Commonwealth and Greylock Flume agree that Greylock Flume's ability to complete the Park 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 Park Project for such approval processes. Greylock Flume's failure to secure independent governmental approvals for the proposed remediation shall not excuse Greylock Flume from performance of any term or condition of this Agreement.

F. 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 North Adams, 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. Greylock Works is a limited liability company organized under the laws of the Commonwealth with a place of business at the Mill Property.

C. Greylock Flume is a Massachusetts non-profit corporation that owns the Park Property.

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. Terms used in this agreement which are defined in the Brownfields Covenant Regulations, G.L. c. 21E, or the MCP are capitalized.

C. The Mill Property is located immediately to the south of Route 2 (a/k/a State Road in this location), at 508 State Road, North Adams, and is an historical multi-building industrial mill facility. Title to the Property is recorded in the Berkshire Northern District Registry of Deeds in Book 1572, Page 188. A Plan of Land prepared for Latent Productions showing the Mill Property and recorded in the Berkshire Northern District Registry of Deeds in Plat B, Plan No. 83 (the "Plan") is attached as Exhibit A and incorporated into this Agreement. Due to historic industrial activities, the Mill Property is contaminated with Oil and Hazardous Material.

D. The Park Property is an open parcel of land most of which is located immediately to the north of Route 2 opposite the Mill Property, with a small portion extending under and to the south of Route 2. A former water power tail race (the "Flume") exits from the north side of the Mill Property in a stone tunnel, crosses beneath Route 2, and terminates near the northern boundary of the Park Property. The Flume located on the Park Property is shown on Exhibit A-1. The Flume is included with and is a part of the Park Property. Title to the Park Property is recorded in the Berkshire Northern District Registry of Deeds in Book 1572, Page 196. The Plan attached as Exhibit A also shows the Park Property. Due to historic industrial activities, the Park Property is contaminated with Oil and Hazardous Material.

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E. The Release Tracking Number 1-13902, associated with the Mill Property and the Park Property covers Releases associated with long-term operation as an industrial facility and consists of Oil, mineral spirits, heavy metals, and other Hazardous Materials. The areas where Oil and Hazardous Materials have come to be located as a result of the Releases assigned to RTN 1-13902 constitute the "Site" as that term is defined at 310 CMR 40.0006, for the purposes of this Agreement. Portions of the Site have reportable quantities of polychlorinated biphenyls in soil. In addition, the Flume contains stagnant water with, at times, a layer of floating, black, viscous oil and sludge contaminated with petroleum and heavy metals measured at thicknesses between 2.5 to 4 feet throughout. The prior owner has undertaken the following remedial actions at the Mill Property: the removal of 1,000 gallons of pooled oil/water from and the closure of two 2,000 gallon mineral spirit underground storage tanks ("UST") in the basement of the Mill Property; the removal of a mineral spirits UST and over 97 tons of contaminated soil; the removal of NAPL from monitoring wells and the Flume gatebox; and the installation of a flowable fill barrier in the basement to prevent direct contact to basement soil. The remedial actions already conducted on the Site are more fully described on Exhibit B, which is attached and incorporated into this Agreement.

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 APPLICANTS

1. Greylock Works represents that:

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- a. it is an Eligible Person;
- b. 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;
- c. its involvement with the Site has been limited to:
 - i. purchasing the Mill Property;
 - ii. communicating with the Commonwealth and local authorities with respect to the Mill Project and various permitting issues with respect to the Mill Property, and
 - iii. conducting assessment actions at the Mill Property and/or the Park Property, as described in Exhibit C.
- d. none of Greylock Works' activities has caused or contributed to the Release or Threat of Release of Oil and/or Hazardous Material at the Site under G.L. c. 21E and/or the MCP.
- e. it 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. Greylock Flume represents that:

- a. it is an Eligible Person;
- b. 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;
- c. its involvement with the Site has been limited to:
 - i. purchasing the Park Property; and
 - ii. communicating with the Commonwealth and local authorities with respect to the Park Project and various permitting issues with respect to the Park Property.
- d. none of Greylock Flume's activities has caused or contributed to the Release or Threat of Release of Oil and/or Hazardous Material at the Site under G.L. c. 21E and/or the MCP.
- e. it 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.

3. Greylock Works agrees to the following terms and conditions:

a. Greylock Works shall undertake the Mill Project. The "Mill Project" as used in this Agreement means the following: the development of the Mill Property as substantively outlined on the preliminary, conceptual design plan attached as Exhibit D and incorporated into this Agreement. This conceptual development plan may be phased and may be reasonably adjusted as needed to take advantage of business opportunities.

b. Greylock Works shall achieve and maintain a Temporary Solution for that portion of the Site that is on or whose source is the Mill Property, provided that Greylock Works can demonstrate that it cannot achieve a Permanent Solution with respect to such portion of the Site, pursuant to G. L. c. 21E and the MCP. If Greylock Works cannot demonstrate that it is not feasible to achieve a Permanent Solution for any portion of the Site that is on or whose source is the Mill Property, Greylock Works shall achieve and maintain a Permanent Solution for such portion of the Site. Greylock Works shall submit a Temporary Solution Statement or Permanent Solution Statement describing such Temporary Solution or Permanent Solution, as applicable, in accordance with G.L. c. 21E, the Standard of Care defined in G.L. c. 21E, and the MCP. For so long as the Temporary Solution remains the remediation status at any portion of the Site that is on or whose source is the Mill Property, Greylock Works shall continue to comply with all requirements of G.L. c. 21E and the MCP, including the achievement of a Permanent Solution as and when it becomes feasible pursuant to the G.L. c. 21E and the MCP, including, without limitation, 310 CMR 40.1050.

c. Greylock Works shall cooperate fully with MassDEP and any other party performing response actions at the Mill Property, the Park Property or any other portion of the Site.

d. To cooperate fully includes, without limitation:

i. providing prompt and reasonable access to the Mill Property to MassDEP for any purpose consistent with G.L. c. 21E and the MCP, and to other persons intending to conduct Response Actions pursuant to 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 people to Oil and/or Hazardous Material, such as by fencing or otherwise preventing access to the Mill Property if appropriate and/or necessary to prevent Exposure or as otherwise required by G.L. c. 21E, the MCP, MassDEP, or a Licensed Site Professional acting on behalf of Greylock Works;

v. taking reasonable steps to contain any further Release or Threat of Release of Oil and/or Hazardous Material from a structure or container at the Mill

Property, upon obtaining knowledge of a Release or Threat of Release of Oil and/or Hazardous Material; and

vi. conducting, or causing to be conducted, Response Actions at the Mill Property in accordance with G.L. c. 21E, the Standard of Care defined in G.L. c. 21E and the MCP.

e. Greylock Works shall ensure that the Mill Property is operated consistently with any Activity and Use Limitation ("AUL") recorded with respect thereto.

f. Greylock Works shall provide a copy of this Agreement to any successors and assigns as well as to any lessees, sub-lessees, licensees, and sub-licensees of its interests in the Mill Property.

4. Greylock Flume agrees to the following terms and conditions:

a. Greylock Flume shall undertake the Park Project. The "Park Project" as used in this Agreement means the following: the development of the Park Property as substantively outlined on the preliminary, conceptual design plan attached as Exhibit D-1 and incorporated into this Agreement. This conceptual development plan may be reasonably adjusted as needed to take advantage of grant and other funding opportunities.

b. Greylock Flume shall achieve and maintain a Temporary Solution for that portion of the Site that is on or whose source is the Flume or the Park Property, provided that Greylock Flume can demonstrate that it cannot achieve a Permanent Solution with respect to such portion of the Site, pursuant to G. L. c. 21E and the MCP. If Greylock Flume cannot demonstrate that it is not feasible to achieve a Permanent Solution for any portion of the Site that is on or whose source is the Flume or the Park Property, Greylock Flume shall achieve and maintain a Permanent Solution for such portion of the Site. Greylock Flume shall submit a Temporary Solution Statement or Permanent Solution Statement describing such Temporary Solution or Permanent Solution, as applicable, in accordance with G.L. c. 21E, the Standard of Care defined in G.L. c. 21E, and the MCP. For so long as the Temporary Solution remains the remediation status at any portion of the Site that is on or whose source is the Flume or the Park Property, Greylock Flume shall continue to comply with all requirements of G.L. c. 21E and the MCP, including the achievement of a Permanent Solution as and when it becomes feasible pursuant to the G.L. c. 21E and the MCP, including, without limitation, 310 CMR 40.1050. Implementing a Permanent Solution may or may not include opening the Flume to pedestrian and bicycle access. This will depend on the Feasibility of this work, including a Benefit-Cost Analysis as that term is defined in 310 CMR 40.0860(7).

c. Greylock Flume shall cooperate fully with MassDEP and any other party performing response actions at the Mill Property, the Park Property, or any other portion of the Site.

d. To cooperate fully includes, without limitation:

i. providing prompt and reasonable access to the Park Property, including the Flume to MassDEP for any purpose consistent with G.L. c. 21E and the MCP, and to other persons intending to conduct Response Actions pursuant to 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 people to Oil and/or Hazardous Material, such as by fencing or otherwise preventing access to the Park Property, including the Flume if appropriate and/or necessary to prevent Exposure or as otherwise required by G.L. c. 21E, the MCP, MassDEP, or a Licensed Site Professional acting on behalf of Greylock Flume;

v. taking reasonable steps to contain any further Release or Threat of Release of Oil and/or Hazardous Material from a structure or container at the Park Property, upon obtaining knowledge of a Release or Threat of Release of Oil and/or Hazardous Material; and

vi. conducting, or causing to be conducted, Response Actions at the Park Property in accordance with G.L. c. 21E, the Standard of Care defined in G.L. c. 21E and the MCP.

d. Greylock Flume shall ensure that the Park Property is operated consistently with any Activity and Use Limitation (“AUL”) recorded with respect thereto.

e. Greylock Flume shall provide a copy of this Agreement to any successors and assigns as well as to any lessees, sub-lessees, licensees, and sub-licensees of its interests in the Park Property.

B. COVENANT NOT TO SUE BY THE COMMONWEALTH

1. Covenant as to Greylock Works

Pursuant to G.L. c. 21E, §3A(j)(3), in consideration of the representations and commitments by Greylock Works set forth in Section IV, Paragraph A.1 and Section IV, Paragraph A.3 of this Agreement, and subject to Greylock Works’ compliance with the terms and conditions of this Agreement and the Termination for Cause provisions described below in Section IV, Paragraph B, subparagraph 7, the Commonwealth covenants not to sue Greylock Works, pursuant to G.L. c. 21E, for Response Action Costs, contribution, property damage, natural resource damages, or injunctive relief or for property damage under the common law, relating to any Release or Threat of Release of Oil and/or Hazardous Material covered by RTN

1-13902 (collectively, the “Covered Releases”). This Agreement shall not affect any liability established by contract.

2. Greylock Works Subsequent Owners and/or Operators

The Commonwealth also covenants not to sue Eligible Persons who first began ownership or operation of the Mill Property subsequent to the effective date of this Agreement (“Greylock Works Subsequent Owners and/or Operators”) pursuant to G.L. c. 21E for Response Action costs, contribution, property damage, natural resource damages, or injunctive relief, or for property damage under the common law relating to the Covered Releases so long as the Response Actions upon which the Temporary and/or Permanent Solution Statement relies meet the Standard of Care in effect when the Temporary and/or Permanent Solution Statement, as applicable, is submitted to MassDEP. The liability relief available to Greylock Works Subsequent Owners and/or Operators shall be subject to (a) the same terms and conditions as those that apply to Greylock Works and (b) the Greylock Works Subsequent Owner’s and/or Operator’s covenant not to sue the Commonwealth in Section IV, paragraph C, below.

3. Covenant as to Greylock Flume

Pursuant to G.L. c. 21E, §3A(j)(3), in consideration of the representations and commitments by Greylock Flume set forth in Section IV, Paragraph A.2 and Section IV, Paragraph A.4 of this Agreement, and subject to Greylock Flume’s compliance with the terms and conditions of this Agreement and the Termination for Cause provisions described below in Section IV, Paragraph B, subparagraph 7, the Commonwealth covenants not to sue Greylock Flume, pursuant to G.L. c. 21E, for Response Action costs, contribution, property damage, natural resource damages, or injunctive relief or for property damage under the common law, relating to the Covered Releases. This Agreement shall not affect any liability established by contract.

4. Greylock Flume Subsequent Owners and/or Operators

The Commonwealth also covenants not to sue Eligible Persons who first began ownership or operation of the Park Property subsequent to the effective date of this Agreement (“Greylock Flume Subsequent Owners and/or Operators”) (Greylock Flume Subsequent Owners and/or Operators referenced together with Greylock Works Subsequent Owners and/or Operators shall be referred to as “Subsequent Owners and/or Operators”) pursuant to G.L. c. 21E for Response Action costs, contribution, property damage or injunctive relief, natural resource damages, or for property damage under the common law relating to the Covered Releases so long as the Response Actions upon which the Temporary and/or Permanent Solution Statement relies meet the Standard of Care in effect when the Temporary Solution and/or Permanent Solution Statement, as applicable, is submitted to MassDEP. The liability relief available to Greylock Flume Subsequent Owners and/or Operators shall be subject to (a) the same terms and conditions as those that apply to Greylock Flume and (b) the Greylock Flume Subsequent Owner’s and/or Operator’s covenant not to sue the Commonwealth in Section IV, paragraph C, below.

5. Applicability of the Agreement

This Agreement shall be in effect unless and until the statutory protections available to Greylock Works, Greylock Flume, or their respective Subsequent Owners and/or Operators pursuant to G.L. c. 21E, §5C are in effect. Protections in this Agreement from claims for natural resource damages shall not be affected if the statutory protections under G.L. c. 21E, §5C are in effect. This Agreement is subject to the Termination for Cause provisions described below in Section IV, Paragraph B, subparagraph 7.

6. Reservations of Rights

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

a. any new Release of Oil and/or Hazardous Material at or from the Mill Property or the Park Property that occur after the date of execution of this Agreement;

b. any Release of Oil and/or Hazardous Material which either Greylock Works or Greylock Flume cause, contribute to, or cause 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 either Greylock Works or Greylock Flume's liability protection under this Agreement;

c. any Release of Oil and/or Hazardous Material at the Mill Property or the Park Property that has not been discovered when any past RAO Statement or future Permanent Solution Statement or Temporary Solution Statement is submitted to MassDEP that would have been discovered if an assessment of the Releases covered by or addressed in the RAO Statement, Permanent Solution Statement or Temporary Solution Statement had been performed consistent with the Standard of Care in effect when the such Statement was or will be submitted;

d. any Release or Threat of Release of Oil and/or Hazardous Material from which there is a new Exposure that results from any action or failure to act by Greylock Works, Greylock Flume, or a Subsequent Owner and/or Operator during Greylock Works', Greylock Flume's, or a Subsequent Owner's and/or Operator's ownership or operation of the Mill Property or the Park 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 Greylock Works' and/or Greylock Flume's liability protection under this Agreement;

e. any Release of Oil and/or Hazardous Material not expressly described as one of the Covered Releases; 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 - by Greylock Works, if the exacerbation, injury or loss is caused by Greylock Works; or for exacerbation of injury to, destruction of, or loss of natural resources by Greylock Flume, if the

exacerbation, injury or loss is caused by Greylock Flume - 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 the liability protection afforded to Greylock Works or Greylock Flume.

7. Termination for Cause

a. If the OAG or MassDEP determines that Greylock Works or Greylock Flume 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 in accordance with Subparagraph 7.c. below. A statement made by Greylock Works or Greylock Flume regarding the anticipated benefits or impacts of the proposed Mill Project or Park Project will not be considered false or misleading for purposes of this Subparagraph if the statement was asserted in good faith at the time it was made. In the event the liability protection is terminated solely because Greylock Works submitted false or misleading information as part of its Application to Enter into a Brownfields Covenant Not to Sue, such termination shall affect the liability protection applicable only to the Greylock Works and shall not effect Greylock Flume's liability protection. In the event the liability protection is terminated solely because Greylock Flume submitted false or misleading information as part of its Application to Enter into a Brownfields Covenant Not to Sue, such termination shall affect the liability protection applicable only to the Greylock Flume and shall not effect Greylock Works' liability protection.

b. In the event that the OAG or MassDEP determines that Greylock Works has violated the terms and conditions of this Agreement, including but not limited to failing to complete the Mill Project, failing to achieve and maintain a Permanent Solution, or if a Permanent Solution is not feasible, failing to achieve and maintain a Temporary Solution for that portion of the Site that is on or whose source is the Mill Property, in accordance with G.L. c. 21E and the MCP, or failing to cooperate in arranging a timely response to a Notice of Audit Finding or any other notice requiring additional work to achieve and/or maintain a Permanent Solution, or if a Permanent Solution is not feasible, a Temporary Solution for that portion of the Site that is on or whose source is the Mill Property, the OAG may terminate the liability protection offered by this Agreement in accordance with Subparagraph 7.c., below.

c. In the event that the OAG or MassDEP determines that Greylock Flume has violated the terms and conditions of this Agreement, including but not limited to failing to complete the Park Project, failing to achieve and maintain a Permanent Solution, or if a Permanent Solution is not feasible, failing to achieve and maintain a Temporary Solution for that portion of the Site that is on or whose source is the Flume or the Park Property in accordance

with G.L. c. 21E and the MCP, or failing to cooperate in arranging a timely response to a Notice of Audit Finding or any other notice requiring additional work to achieve and/or maintain a Permanent Solution, or if a Permanent Solution is not feasible, a Temporary Solution for that portion of the Site that is on or whose source is the Flume or the Park Property, the OAG may terminate the liability protection offered by this Agreement in accordance with Subparagraph 7.c., below.

d. In the event the liability protection is terminated solely because of a violation by a Greylock Works Subsequent Owner and/or Operator of one or more of the conditions set forth in Section IV.A.3.d. of this Agreement, such termination shall affect the liability protection applicable only to the Greylock Works Subsequent Owner and/or Operator and shall not affect Greylock Works' liability protection. In the event the liability protection is terminated solely because of a violation by a Greylock Flume Subsequent Owner and/or Operator of one or more of the conditions set forth in Section IV.A.4.d. of this Agreement, such termination shall affect the liability protection applicable only to the Greylock Flume Subsequent Owner and/or Operator and shall not effect Greylock Flume's liability protection. In the event the liability protection is terminated solely because of a violation by Greylock Works of one or more conditions set forth in Section IV.A.3.d. of this Agreement, such termination shall affect the liability protection applicable only to the Greylock Works and shall not affect Greylock Flume's liability protection. In the event the liability protection is terminated solely because of a violation by Greylock Flume of one or more conditions set forth in Section IV.A.4.d. of this Agreement, such termination shall affect the liability protection applicable only to the Greylock Flume and shall not affect Greylock Works' liability protection.

e. Before terminating the liability relief provided by this Agreement, the OAG will provide, as appropriate, Greylock Works, Greylock Flume, or a Subsequent Owner and/or Operator with written notice of the proposed basis for, and a 60-day opportunity to comment on, the proposed termination. The notice from the OAG shall, if appropriate, provide a reasonable period of time for Greylock Work, Greylock Flume, or a Subsequent Owner and/or Operator to cure an ongoing violation in lieu of termination of the liability relief provided by this Agreement in the sole discretion of the OAG.

f. Termination of liability relief pursuant to this section shall not affect any defense that Greylock Works, Greylock Flume, or a Subsequent Owner and/or Operator might otherwise have pursuant to G.L. c. 21E.

C. COVENANT NOT TO SUE BY GREYLOCK WORKS, GREYLOCK FLUME,
AND ANY SUBSEQUENT OWNER AND/OR OPERATOR

1. In consideration of the Commonwealth's covenants not to sue in Section IV, Paragraph B, Greylock Works and Greylock Flume covenant 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 the Covered Releases, 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 Mill Property and/or the Park 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 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 Greylock Works’ and Greylock Flume’s covenants in this Paragraph 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 Paragraph C, such claims and/or causes of action shall have no effect on the rights, benefits, and protections secured under this Agreement for any other entity.

D. PROTECTION FROM THIRD PARTY CLAIMS

With regard to any Covered Releases, so long as the Response Actions upon which the Temporary Solution Statement and/or Permanent Solution Statement at the Park Property or the Temporary Solution Statement and/or Permanent Solution Statement at the Mill Property rely meet the Standard of Care in effect when the documents were submitted to MassDEP, Greylock Works, Greylock Flume, and any Subsequent Owner or Operator are entitled to the protection G.L. c. 21E §3A(j)(3) provides from claims for contribution, cost recovery, or equitable share brought by third parties pursuant to G.L. c. 21E, §§ 4 and/or 5, or third party claims brought for property damage claims under common law or G.L. c. 21E, §5, based solely on the status of Greylock Works, Greylock Flume, and/or any Subsequent Owner or Operator as owner or operator of the Mill Property or the Park Property, provided, however that Greylock Works and Greylock Flume have satisfied the notification provisions of G.L. c. 21E, §3A(j)(3), and 940 CMR 23.04(2). The OAG has made its determination regarding the nature and extent of the opportunity to be afforded to any Affected Third Party to join this Agreement pursuant to 940 CMR 23.06(3) and the OAG has provided Affected Third Parties an appropriate opportunity to join this Agreement per 940 CMR 23.06(2) and (3).

E. 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. The terms of this Agreement shall be effective as of the date it is fully executed by all Parties and as to Greylock Works, when it acquires title to the Mill Property, and as to Greylock Flume, when it acquires title to the Park Property.

LIST OF EXHIBITS:

- Exhibit A: Plan showing Mill Property and Park Property and Legal Descriptions
- Exhibit B: Description of Remedial Actions Conducted on the Mill Property
- Exhibit C: Assessment Summary
- Exhibit D: Development Concepts for the Mill Property
- Exhibit D-1 Development Concepts for the Park Property

In the Matter of Greylock Works, LLC and Greylock Flume, Inc.
Redevelopment of 508 State Rd. North Adams, Massachusetts

IT IS SO AGREED:

OFFICE OF THE ATTORNEY GENERAL

By: Nancy E. Harper 12/15/15
Nancy E. Harper
Assistant Attorney General
Deputy Division Chief
Environmental Protection Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108

GREYLOCK WORKS, LLC

By: S.P.
Name: SALVATORE PERRY
Title: MANAGER
Date: 12/11/15

GREYLOCK FLUME, INC.

By: S.P.
Name: SALVATORE PERRY
Title: MANAGER
Date: 12/11/15

In the Matter of Greylock Works, LLC and Greylock Flume, Inc.
Redevelopment of 508 State Rd. North Adams, Massachusetts

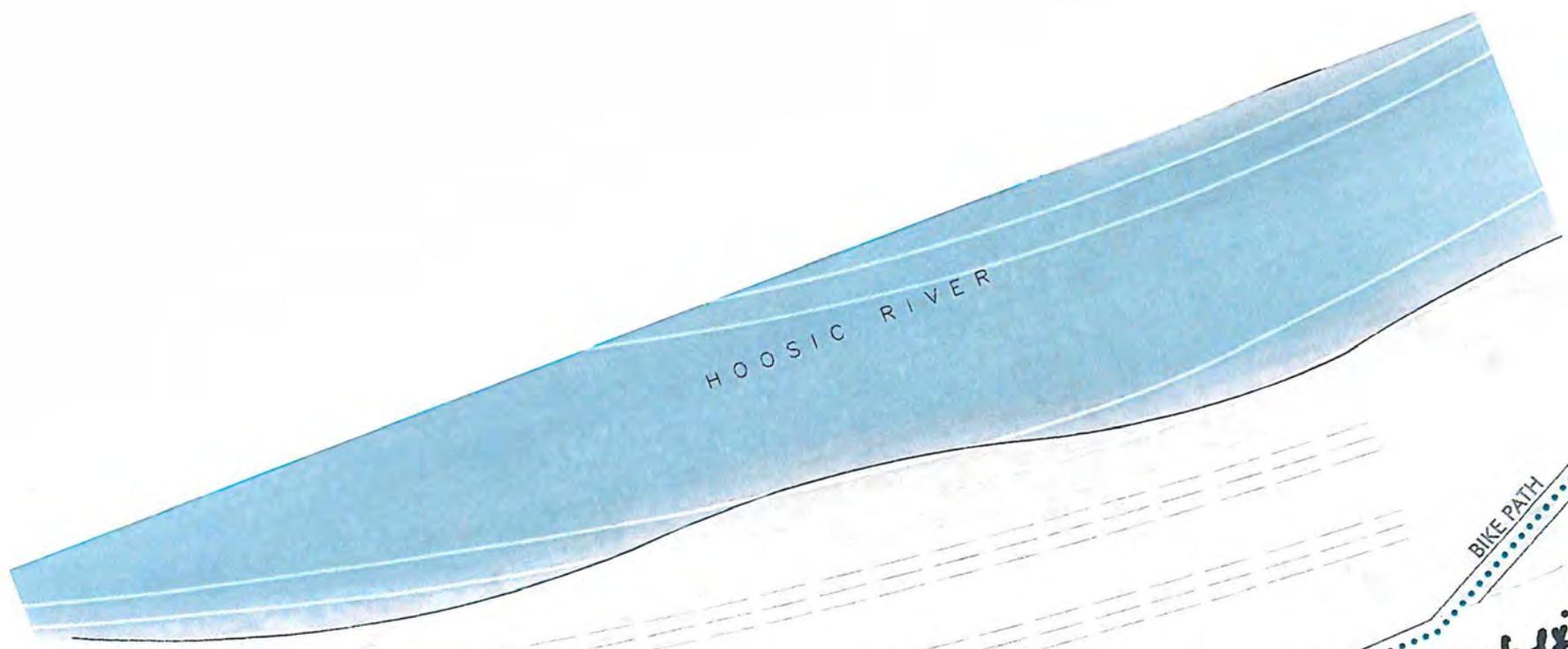
As to the Release for Natural Resource Damages

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS
Matthew Beaton, Secretary

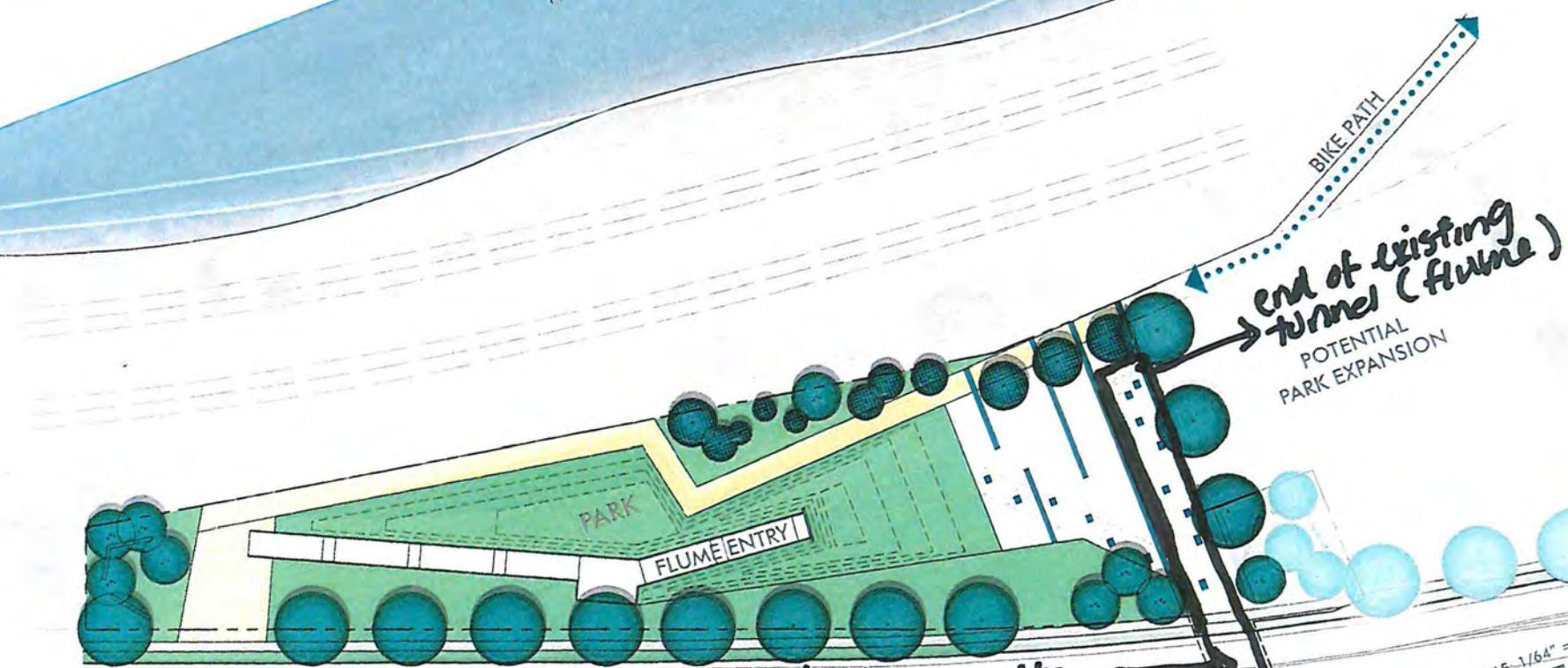
By: _____
Name: Matthew Beaton
Title: Secretary
Date: 1/15/16

EXHIBIT A

EXHIBIT A - 1



HOOSIC RIVER



STATE ROAD / RT. 2

existing granite barrel vaulted tunnel

end of existing tunnel (flume)
POTENTIAL PARK EXPANSION

BIKE PATH

PARK

FLUME ENTRY

SCALE - 1/64" = 1'-0"
0' 5' 10' 20'



Exhibit A-1 Flume location
PRELIMINARY PARK PLAN
7 OCTOBER 2015

Greystone FLUME

EXHIBIT B

April 16, 2014
File No. 01.0018168.10

Ms. Eva V. Tor, P.E.
Deputy Regional Director
Bureau of Waste Site Cleanup - Western Regional Office
Massachusetts Department of Environmental Protection
436 Dwight Street
Springfield, Massachusetts 01615-0516



249 Vanderbilt Avenue
Norwood, MA 02062
781-278-3700
FAX 781-278-5701
www.gza.com

Re: Immediate Response Action and Phase V Status Report
Former Consolidated Aluminum Corporation ("Conalco") Facility
AOC-1 and AOC-2
508 State Road
North Adams, Massachusetts
Release Tracking Number (RTN): 1-13902
ACO-WE-08-3006

Dear Ms. Tor:

On behalf of Conalco, GZA GeoEnvironmental, Inc. (GZA) has prepared this Immediate Response Action (IRA) and Phase V Status Report for the above-referenced property ("the Site"). This document combines the IRA Status Report requirements for the response actions for a release of oil associated with historic aluminum drawing operations at the former Conalco facility in North Adams, Massachusetts with the Phase V Status Report requirements documenting activities occurring over the period of time since the previous Status Report was submitted. This is the eighth Phase V Status Report since the September 15, 2010 submission of the As-Built Construction Report, Phase IV Final Inspection Report (FIR), and Phase IV Completion Statement for the Site.

This IRA Status Report has been prepared in accordance with Section 40.0425 and the Phase V Status Report has been prepared in accordance with Section 40.0892 of the Massachusetts Contingency Plan (MCP – 310 CMR 40.0000). This IRA and Phase V Status Report is subject to the Limitations contained in Appendix A.

BACKGROUND

The Site is located at 508 State Road (Route 2), a portion of a historical multi-building industrial mill facility in North Adams, Massachusetts. A Site Locus Plan is attached as Figure 1. The Site is an approximately 25,000-square-foot area within the basement and immediately adjacent to one of the existing buildings, which is currently used by Cariddi Sales as a warehouse for toys and sporting goods (see Figure 2). The basement area has limited overhead clearance (approximately 4 to 6 feet) where there was evidence of a historical oil release to the basement earth floor. The Site's coordinates are 42°41'53" north latitude and 73°09'05" west longitude. Universal Transverse Mercator coordinates are 4,728,850 meters north, 651,417 meters east.

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The Site building was originally constructed in the late-1880s and used as a cotton mill. It is a rectangular structure and includes a flume which runs along the western edge of the building, entering below the building from the south, crossing the basement, and connecting to an open water raceway that provided waterpower for the textile operations. The flume extends from the north side of the building approximately 350 feet to the Hoosac River; the former discharge point of the flume which is now closed by a penstock gatehouse just behind the flood control embankment along the Hoosac River's south bank. The flume width varies between 15 to 19 feet and has been abandoned since 1946.

According to the site history information compiled by Maxymillian Technologies, Inc., (MTI) and as described in MTI's Phase I Initial Site Assessment Report, dated October 2002, in the late 1950s the buildings were converted for use by various metals industries, including Pfister Manufacturing (a/k/a Pfister Aluminum Tubing), Modern Aluminum Anodizing Corporation (MAA), Phelps Dodge Aluminum Products Corporation, and Conalco. The Site was purchased by Mr. James Cariddi from Conalco in 1976. The building's current use is as warehousing for toys and sporting goods by Cariddi Sales; various tenants occupy other areas.

During the period of Conalco operations at the Site (1967 - 1976), the primary activity at the Site building included the manufacturing of aluminum tubing through dies. According to information provided by Mr. Norman R. Lappies, a former employee of Pfister, MAA and Conalco, this process required a large quantity of "drawing oil" to lubricate the dies to form the tubes properly. Lubricating oils accumulated on the floors around the equipment, and employees thinned the oil with mineral spirits and directed the mixture through holes in the floor to the underlying basement. This activity was consistent with the observed oil staining on the warehouse floor, basement ceiling materials, support columns and underlying soils, as well as the pooled oil historically observed in certain low lying areas under the main floor.

Investigations began at the Site in 2001 in response to observations made by the North Adams Fire Department of free product present on the underlying basement soils. Analytical testing performed at that time indicated TPH concentrations exceeding reportable levels, which resulted in the notification to the MassDEP and RTN 1-13902 being assigned. The Tier Classification for the Site is Tier 1B and the associated permit was issued in early 2003.

A subsequent Phase II Comprehensive Site Assessment (CSA) and Phase III Remedial Action Plan (RAP) were performed in 2005 and submitted to MassDEP. A Revised Phase III RAP Amendment and Phase IV - Remedy Implementation Plan (RIP) were prepared and submitted to MassDEP on October 22, 2008.

On March 13, 2009, MassDEP issued a "Compliance Assistance Site Review Letter – Review of Phase II, Phase III & Phase IV Reports" in which MassDEP set forth additional concerns regarding the proposed RIP. In response, a meeting was conducted at the MassDEP Western Regional Office on May 5 to review the various items outlined in the March 13 letter and to establish an approach for moving forward with the remediation of the Conalco site. This meeting was attended by Mr. Richard M. Green, Mr. Michael Scherer and Ms. Jane Rothchild from the MassDEP, Dr. Larry Feldman and Mr. Stephan Roy from GZA, and Mr. Robert Cox, Jr. from Bowditch & Dewey, LLP. The items agreed upon were memorialized in a letter by GZA dated June 10, 2009.



On October 15, 2009, an IRA Status Report was submitted to the MassDEP which summarized the results of the additional analyses agreed upon in GZA's June 10, 2009 letter. A Revised Amendment to the Phase III Remedial Action Alternatives Plan, submitted to MassDEP on the same date, reflected our conclusions based on these additional analyses.

On November 15, 2009 a Modified Phase IV – RIP was submitted to MassDEP to incorporate additional information requested by MassDEP in its March 13, 2009 letter. The information provided was clarified and mutually agreed upon as described in GZA's June 10, 2009 letter.

On April 15, 2010, an IRA Status Report was submitted to the MassDEP which summarized the results of a Site visit which included gauging of the 10 Site wells for the presence and thickness of LNAPL and groundwater elevations. Water elevations were also measured in the flume located in the basement of the site building, in the gatehouse adjacent to the Hoosac River, and in the Hoosac River itself. Sorbent booms located in the wells and gatehouse which contained LNAPL were observed and replaced as needed.

Between May 3 and July 16, 2010, the Phase IV RIP, described in the second Modified Phase IV RIP submitted on August 23, 2010, was implemented at the Site. All fieldwork was completed and the final inspection of the RIP was made on July 16, 2010.

On September 15, 2010, a combined As-Built Construction Report, Phase IV Final Inspection Report (FIR), and Phase IV Completion Statement for the Comprehensive Remedial Action were submitted to MassDEP.

Previous combined IRA and Phase V Status Reports were submitted on October 15, 2010, April 13 and October 14, 2011, April 13 and October 19, 2012, and April 17 and October 15, 2013. These reports documented the gauging of the 10 on-Site wells for the presence of LNAPL and groundwater elevations. Water elevations were also measured in the basement flume, at the gatehouse near the Hoosac River, and in the river itself at the outfall structure. Sorbent booms located in the wells and gatehouse which contained LNAPL were observed and replaced as needed.

IMMEDIATE RESPONSE ACTION STATUS REPORT

The following sections of this document are intended to address the specific requirements for IRA Status Reports, as outlined in the MCP (310 CMR 40.0425).

(a) The status of assessment and/or remedial actions.

The following is a summary of the IRA history of the site by O'Reilly, Talbot & Okun, Inc. (OTO) through July 31, 2008, the date of the last OTO IRA Status report. This history is more completely contained in the previously submitted reports. In late 2008, GZA became involved on behalf of Conalco to complete required activities at the Site.



During a March 21, 2003 Site visit, OTO observed over 1,000 gallons of viscous oil on the basement floor surface. OTO also observed what appeared to be a discontinuous layer of black, viscous oil on the water surface within the flume structure approximately 50 to 100 feet west of the area of oil.

Mr. Kevin O'Reilly of OTO was retained as Licensed Site Professional (LSP) of Record for the Site on March 27, 2003, and at that time notified Mr. Cariddi that the observed conditions could be considered a Condition of Substantial Release Migration (SRM) pursuant to 310 CMR 40.0006. With Mr. Cariddi's authorization, an IRA Plan to address the SRM condition was prepared and submitted to the MassDEP on April 22, 2003.

A second IRA condition was identified in May 2003 during the closure of two 2,000-gallon mineral spirit USTs within the basement of the Cariddi Sales warehouse. Following the removal of approximately 2,000 gallons of product and cleaning of the tanks, two holes were drilled through the bottom of each tank followed by the collection of soil samples. The soil sample from beneath Tank No.1, the westernmost tank, exhibited a PID reading of 327 parts per million by volume (ppmv) and constituted a 72-hour reporting condition to the MassDEP. Laboratory analyses identified VPH and EPH concentrations in soil greater than RCS-I reporting standards. The USTs were left unfilled pending further response actions.

A third IRA condition was reported to MassDEP on July 1, 2004, due to the detection of greater than ½ inch of light non-aqueous phase liquid (LNAPL) on groundwater in monitoring well MW-3, located approximately 40 feet east of the flume. MassDEP was orally notified of the condition on this date, and orally authorized periodic gauging of the well with LNAPL removal using an absorbent pad.

A fourth IRA condition was reported to MassDEP on May 12, 2005, during the excavation of a mineral spirits UST located just south of the eastern portion of the Site building. Soil collected from the north sidewall of the excavation exhibited a PID reading of 189 ppmv. MassDEP was notified and orally authorized the excavation of up to 100 cubic yards of impacted soil.

As reported, previously completed IRA activities have included:

- the removal and disposal of approximately 1,000 gallons of oil and oily water from the basement floor of the Cariddi Sales warehouse by vacuum truck in May 2003;
- initial observations of the former mill flume structure beneath the building, which identified the presence of oil and an unknown light-colored sludge material, whose source was not known;
- analytical testing of the sludge material within the flume in May 2003 identifying petroleum hydrocarbon concentrations of 6,300 mg/l and elevated hardness, calcium and magnesium concentrations, indicative of wastewater treatment operations. PCBs and volatile organic compounds (VOCs) were not detected and



metals concentrations were below hazardous waste limits;

- the removal of the exterior mineral spirits UST and the excavation and disposal of 97.06 tons of contaminated soil in May 2005;
- the collection of petroleum product samples from the basement floor, monitoring well MW-3, and the flume gate box adjacent to the Hoosac River in April 2006;
- the removal of LNAPL and spent booms from the flume gate box in May 2006, and the removal/replacement of spent booms in April 2007;
- the installation of monitoring well MW-8, the advancement of four soil borings CS-9 through CS-12 (in the basement of the Cariddi Sales warehouse), soil sampling, and analytical testing during May 2006;
- the installation and groundwater testing from monitoring wells MW-9, MW-10 and MW-11, and surface water and sediment sampling from the Hoosac River near the gate box in September 2009;
- periodic gauging of select monitoring wells to determine the depth-to-groundwater and the presence of LNAPL; and
- periodic removal of accumulated LNAPL within the monitoring wells using absorbent socks.

(b) Any significant new site information or data.

On March 28, 2014, GZA personnel attempted to gauge the 10 on-site monitoring wells for groundwater depth and the presence of LNAPL, though many could not be gauged because they were either under ice, or under water due to heavy rain and snow melt. Gauging results are presented in Table 1. Of the three wells which historically contain measurable LNAPL (wells MW-3, MW-9 and MW-10), only MW-3 could be gauged. Groundwater was not detected in MW-3. GZA observed a measurement of 2.47 feet from the top of the LNAPL to the well bottom. LNAPL was not observed in any of the other wells that were gauged, nor was it observed in the flume or gatehouse. The gatehouse had less than 6 inches of water in it during this Site visit.

After well gauging, a new oil sorbent sock was placed in well MW-3. The spent sock from this well was placed in the 55-gallon drum temporarily stored on-Site.

(c) Details of and/or plans for the management of Remediation Waste, Remedial Wastewater and/or Remedial Additives.

Remediation Wastes and Remedial Wastewater generated during this project include a spent small diameter sorbent sock from well MW-3, and decontamination rinsate (including hexane, water and detergent) generated during well gauging. These waste

products have been added to one of two new 55-gallon steel drums stored on Site within the inside loading dock area in the southwest corner of the building. Future materials will be disposed of on a periodic basis or at the conclusion of remedial activities at the Site.

(d) Any other information required by the Department in its approval of the Immediate Response Action Plan.

No other specific information has been requested by the MassDEP.

(e) An LSP Opinion as to whether the Immediate Response Action is being conducted in conformance with the Immediate Response Action Plan and any conditions of approval established by the Department.

The IRA Transmittal Form (BWSC105) that includes the Opinion of the Licensed Site Professional (LSP), Mr. Lawrence Feldman (LSP No. 8107) was submitted electronically with this report in accordance with the current MassDEP policy.

PHASE V STATUS REPORT

The following sections of this document are intended to address the specific requirements for Phase V Status Reports, as outlined in the MCP (310 CMR 40.0892(2)).

(a) A description of the type and frequency of operation, maintenance and/or monitoring activities conducted.

As outlined in the Phase IV Modified RIP submitted on August 23, 2010, the flowable fill cover will be monitored twice yearly during the same Site visit as the well gauging for LNAPL and groundwater elevation. The completed Post-Construction Monitoring, Maintenance, and Repair Report from the September 20, 2013 Site visit is included in Appendix B.

(b) A description of any significant modifications of the operation, maintenance and/or monitoring program made since the submission of the preceding Phase V Status Report.

This is the eighth Phase V Status Report since the submission of the combined As-Built Construction Report, Phase IV Final Inspection Report (FIR), and Phase IV Completion Statement on September 15, 2010. No modifications to the O&M program at the Site have been made since the previous Phase V Status Report.

(c) An evaluation of the performance of the remedial action during the period of time since the last Status Report, including whether the remedial action is achieving goals specified in the Phase IV Remedy Implementation Plan, and a description of any conditions or problems noted during the period that are or may be affecting the performance of the remedial action.





GZA observed the flowable fill cover to be in good condition and achieving the remedial goals specified in the Phase IV RIP. During this visit, standing water was observed in several locations throughout the basement, including scattered puddles throughout the southeastern quadrant, small areas of standing water and a puddle along the north wall, in the northeast corner of the basement, and in the southwest portion of the basement near the entrance to the tank room. The depth of the water in these areas ranged between one and two inches and in two of the areas (the north and south wall) the water could be attributed to rain/meltwater entering through basement windows (one window on each of the two walls was observed to be leaking). Finally, although the floor of the cinderblock room in the east central portion of the basement (see Figure 2) appeared dry, a sump at the western end of this room was filled with water.

(d) A description of any measures taken to correct conditions which are affecting the performance of the remedial action.

No corrective measures were needed and none were taken during the period covered by this Status Report.

(e) The name, license number, signature and seal of the LSP.

The LSP of Record for this Site is Lawrence Feldman, license #8107. Mr. Feldman's electronic signature and seal are included on BWSC108.

PUBLIC INVOLVEMENT REQUIREMENTS

In accordance with the MCP (310 CMR 40.1403(3)(a)), the notice of the availability of this IRA and Phase V Status Report will be submitted to the Chief Municipal Officer and the municipal Board of Health for the Town of North Adams, Massachusetts. Copies of these notifications are attached in Appendix C.

If you should have any questions concerning the IRA and Phase V Status Report, feel free to contact the undersigned at (781) 278-3700.

Very truly yours,

GZA GEOENVIRONMENTAL, INC.



A handwritten signature in black ink, appearing to read "Stephan T. Roy".

Stephan T. Roy
Principal

A handwritten signature in black ink, appearing to read "Randy J. Meuse".

Randy J. Meuse
Consultant/Reviewer

A handwritten signature in black ink, appearing to read "Lawrence Feldman".

Lawrence Feldman, LSP
Senior Principal

Attachments: Table 1 – Well Gauging Results
Figure 1 – Locus Plan
Figure 2 – Site Plan
Appendix A – Limitations
Appendix B – Post-Construction Monitoring/Maintenance/Repair Report
Appendix C – Notifications

cc: Paul Sieracki, Consolidated Aluminum Corporation
Michael Scherer, C&E Coordinator, MassDEP BWSC - WERO
Robert D. Cox, Jr. Esq., Bowditch and Dewey, LLP
Gail Cariddi, Cariddi Sales
Christopher B. Myhrum, Esq., Law Office of Christopher B. Myhrum



TABLE

TABLE 1
WELL GAUGING RESULTS
Former Consolidated Aluminum Corporation ("Conalco") Facility (RTN 1-13902)
508 State Road
North Adams, Massachusetts

Location ID	Measuring Point Elevation (feet)	Depth to LNAPL (feet)					Depth to Groundwater (feet)				
		28-Mar-12	9-Oct-12	4-Apr-13	20-Sep-13	28-Mar-14	28-Mar-12	9-Oct-12	04-Apr-13	20-Sep-13	28-Mar-14
MW-1	101.60	-	-	-	-	-	8.6	10.03	9.19	8.95	ND
MW-2	100.92	-	-	-	-	-	NM	NM	11.42	11.09	ND
MW-3	100.81	11.56	12.20	11.10	10.98	12.46	13.7	14.5	12.4	11.8	NM
MW-4	100.00	-	-	-	-	-	12.05	12.40	11.77	11.07	ND
MW-5	99.76	-	-	-	-	-	12.49	13.09	11.99	11.38	12.32
MW-7	99.80	-	-	-	-	-	12.86	13.14	12.62	11.94	12.82
MW-8	100.18	-	-	-	-	-	11.54	11.63	10.85	10.49	11.46
MW-9	100.52	11.62	11.95	11.30	10.89	ND	12.8	12.5	12.1	11.8	ND
MW-10	100.28	11.41	11.80	11.01	10.60	ND	14.2	12.0	12.3	12.1	ND
MW-11	101.09	-	-	-	-	-	8.36	8.71	8.13	8.03	ND
Flume	97.69	NM	-	-	-	-	13.0	NM	13.0	13.0	11.6
Gatebox	100.56	NM	-	-	-	-	Dry	NM	Dry	16.48	16.31
Hoosac River	86.28	NM	-	-	-	-	1.0	NM	1.0	1.0	1.8

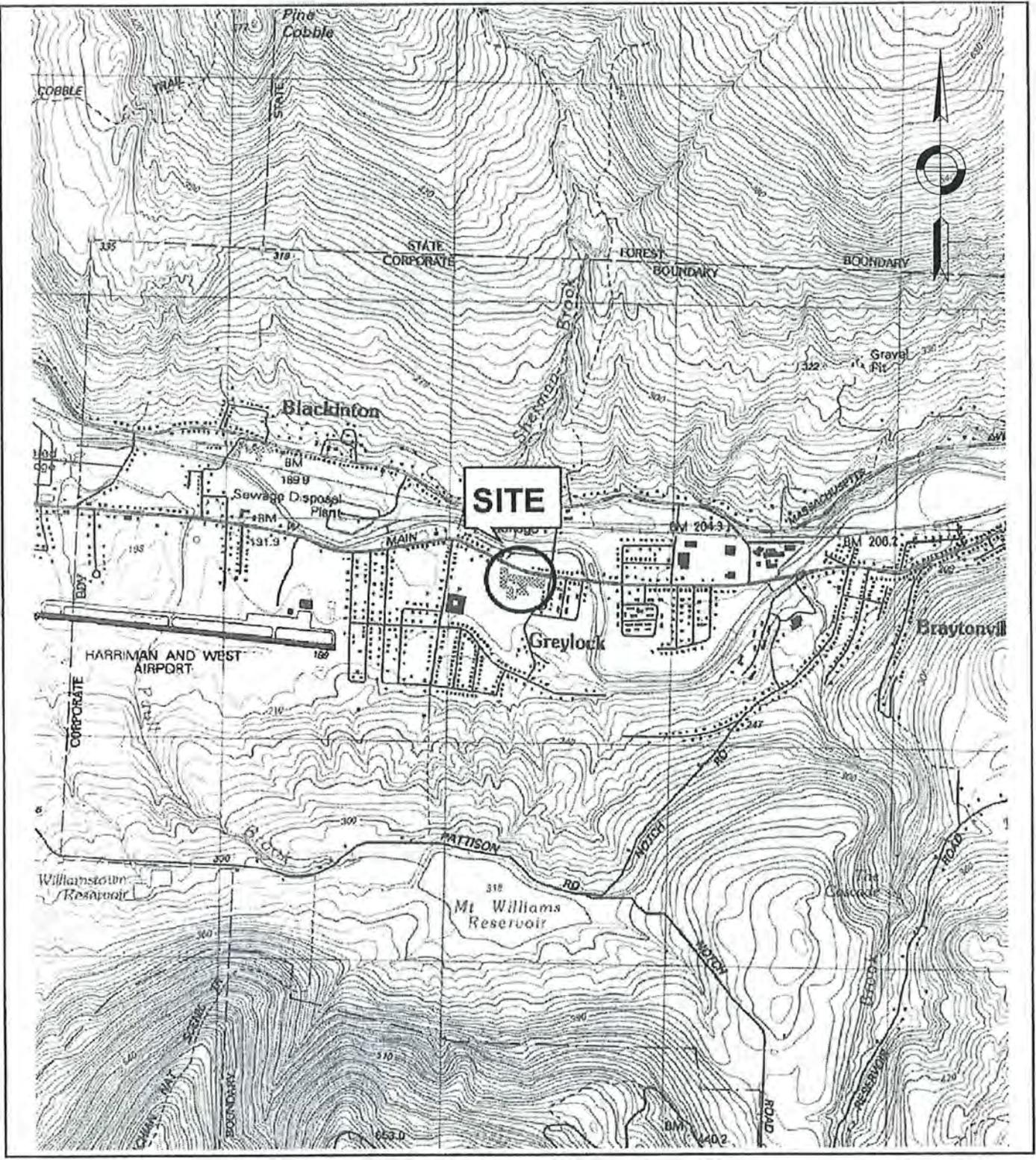
Location ID	Measuring Point Elevation (feet)	LNAPL Thickness (feet)					Groundwater Elevation (feet)				
		28-Mar-12	9-Oct-12	4-Apr-13	20-Sep-13	28-Mar-14	28-Mar-12	9-Oct-12	04-Apr-13	20-Sep-13	28-Mar-14
MW-1	101.60	-	-	-	-	-	93.00	91.57	92.41	92.65	ND
MW-2	100.92	-	-	-	-	-	NM	NM	89.50	89.83	ND
MW-3	100.81	2.1	2.3	1.3	0.8	2.47	87.1	86.3	88.4	89.0	NM
MW-4	100.00	-	-	-	-	-	87.95	87.60	88.23	88.93	ND
MW-5	99.76	-	-	-	-	-	87.27	86.67	87.77	88.38	87.44
MW-7	99.80	-	-	-	-	-	86.94	86.66	87.18	87.86	86.98
MW-8	100.18	-	-	-	-	-	88.64	88.55	89.33	89.69	88.72
MW-9	100.52	1.2	0.6	0.8	0.9	ND	87.7	88.0	88.4	88.7	ND
MW-10	100.28	2.8	0.2	1.3	1.5	ND	86.1	88.3	88.0	88.2	ND
MW-11	101.09	-	-	-	-	-	92.73	92.38	92.96	93.06	ND
Flume	97.69	NM	-	-	-	-	84.7	NM	84.7	84.7	86.1
Gatehouse	100.56	NM	-	-	-	-	Dry	NM	Dry	84.1	84.25
Hoosac River	86.28	NM	-	-	-	-	85.3	NM	85.3	85.3	84.5

Notes:

1. Depths to groundwater were measured by GZA personnel on the dates indicated in the table.
2. "LNAPL" = light non-aqueous phase liquid; "-" = no LNAPL detected; "NA" = not applicable; "NM" = not measured; "NI" = well not yet installed at time of gauging; "ND" = not determined due to equipment problems or field conditions.
3. Top of PVC at monitoring well MW-4 was used as a benchmark; the elevation was set to an arbitrary datum of 100.00 feet.
4. Surface well protection was repaired or replaced on October 9, 2012.



FIGURES

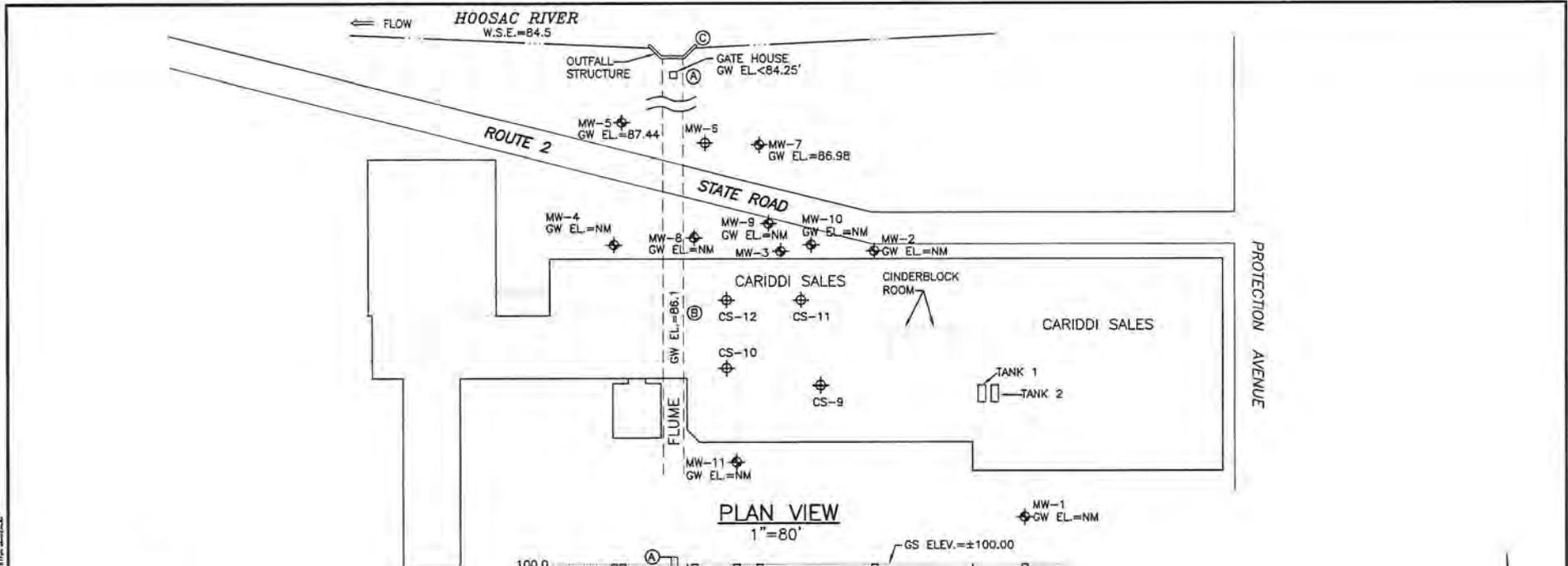


NO.		ISSUE/DESCRIPTION	BY	DATE				
		Former Consolidated Aluminum Corporation Facility 508 State Road North Adams, Massachusetts	FIGURE					
		SITE LOCUS	1					
PROJ MGR:	STR	REVIEWED BY:	STR	CHECKED BY:	STR	DATE	PROJECT NO.	REVISION NO.
DESIGNED BY:	STR	DRAWN BY:	SMR	SCALE:	NTS	10/15/10	18168.1	0

UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REUSED, COPIED, OR ALTERED IN ANY MANNER FOR USE AT ANY OTHER LOCATION OR FOR ANY OTHER PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF GZA. ANY TRANSFER, REUSE OR MODIFICATION TO THE DRAWING BY THE CLIENT OR OTHERS, WITHOUT THE PRIOR WRITTEN EXPRESS CONSENT OF GZA, WILL BE AT THE USER'S SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.

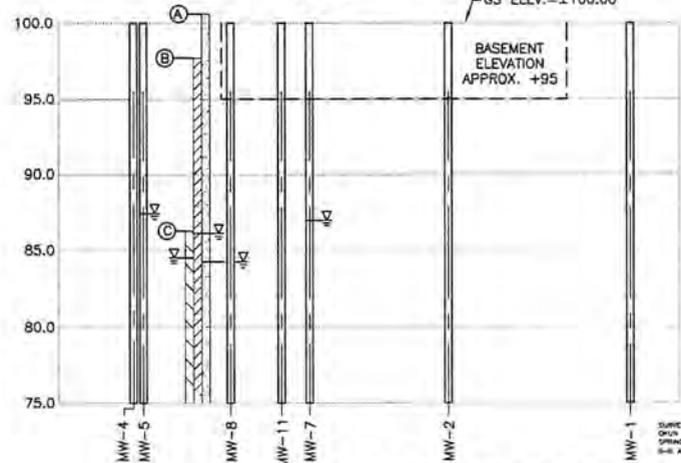
PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists
One Edgewater Drive
Norwood, MA 02062
781-278-5701

PREPARED FOR:
Consolidated Aluminum Corp.
c/o Bowditch & Dewey, LLP



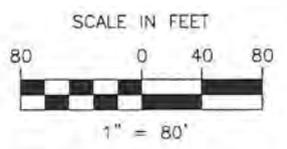
LEGEND

- SOIL BORING LOCATION
- MONITORING WELL LOCATIONS
- UNDERGROUND FLUME
- NM NOT MEASURED
- GW EL. GROUNDWATER ELEVATION (MEASURED ON 3/28/14)
- WATER SURFACE/GROUNDWATER ELEVATION
- 100.56 GATE BOX (WATER @ 84.25')
- 97.69 FLUME (WATER @ 86.1)
- 86.26 OUTFALL STRUCTURE (HOOSAC RIVER @ 84.5)



PROJECTED PROFILE

VERT. 1"=8'
HOR. 1"=80'



SURVEY INFORMATION PROVIDED BY PROCTER, TALBOT & O'NEIL ACCOUNTANTS, INC., 233 BRIDGE STREET, SUITE 200, SPRINGFIELD, MA 01102, FROM PLAN ENTITLED "PHASE II-B AND SUBSEQUENT RESPONSE ACTION REPORT".

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NO.	REVISION/DESCRIPTION	BY	DATE
IRA AND PHASE V STATUS REPORT Former Consolidated Aluminum Corporation Facility 508 State Road North Adams, Massachusetts			
SITE PLAN			
PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists One Edgewater Drive Norwood, MA 02062 781-278-5701	PREPARED FOR: Consolidated Aluminum Corp. c/o Bowditch & Dewey, LLP		
PLOT NO.: 278 CHECKED BY: 278 DATE: 4/11/14	REVISION BY: 278 PROJECT NO.: 01.0018162.10	DESIGNED BY: 278 SCALE: 1"=80' REVISION NO.: 0	FIGURE 2

GZA, GZA GeoEnvironmental, Inc., 233 Bridge Street, Suite 200, Springfield, MA 01102, 413-733-1111, www.gza.com. Project No. 01.0018162.10. Date: 4/11/14. Scale: 1"=80'. Drawing No. 278. Title: IRA AND PHASE V STATUS REPORT - Former Consolidated Aluminum Corporation Facility - 508 State Road - North Adams, Massachusetts - SITE PLAN. Prepared by: GZA. Checked by: GZA. Date: 4/11/14.



APPENDIX A
LIMITATIONS

MASSACHUSETTS CONTINGENCY PLAN
LIMITATIONS

1. GZA GeoEnvironmental, Inc.'s (GZA's) work was performed in accordance with generally accepted practices of other consultants undertaking similar work at the same time and in the same geographical area, and GZA observed that degree of care and skill generally exercised by other consultants under similar circumstances and conditions. GZA's findings and conclusions must be considered not as scientific certainties, but rather as our professional opinion concerning the significance of the specific data gathered during the course of our work. No other warranty, expressed or implied is made.
2. This study and report have been prepared on behalf of and for the exclusive use of Consolidated Aluminum Corporation (Conalco) solely for use in connection with the evaluation of environmental conditions at its former facility located at 508 State Road North Adams, Massachusetts ("Site"). GZA acknowledges and agrees that the report may be conveyed to the Massachusetts Department of Environmental Protection (MassDEP) and to the current owner of the Site.
3. The observations described in this filing were made under the conditions stated therein. The conclusions presented were based solely upon the services described therein, and not on scientific tasks or procedures beyond the scope of described services or the time and budget agreed upon with Conalco. The work described in this filing was carried out in accordance with the Terms and Conditions referenced in our standing agreement with Conalco.
4. In preparing this filing, GZA has relied on certain information provided by state and local officials and other parties referenced therein, and on information contained in the files of state and/or local agencies available to GZA at the time of the study. Although there may have been some degree of overlap in the information provided by these various sources, GZA did not attempt to independently verify the accuracy or completeness of all information reviewed or received during the course of this evaluation.
5. In the event that Conalco obtains information concerning environmental matters at the Site not contained in this filing, such information shall be brought to GZA's attention forthwith. GZA will evaluate such information and, on the basis of this evaluation, may modify the conclusions stated in this filing.
6. No specific attempt was made to check on the compliance of present or past owners or operators of the Site with federal, state, or local laws and regulations, environmental or otherwise.

7. The conclusions and recommendations contained in this filing are based in part upon the data obtained from a specific number of soil, soil gas, and/or groundwater samples obtained from subsurface explorations at various locations at the Site. The nature and extent of variations between these explorations may not become evident until further exploration. If variations or other latent conditions then appear evident, it may be necessary to reevaluate the conclusions and recommendations of this report.
8. Water level readings have been made in the test pits, borings, and/or observation wells at the times and under the conditions stated in the text or on the exploration logs. However, it must be noted that fluctuations in the level of groundwater may occur due to variations in rainfall and other factors different from those prevailing at the time measurements were made.
9. The generalized soil profile described in the text is intended to convey trends in subsurface conditions. The boundaries between strata are approximate and idealized and have been developed by interpretations of explorations and samples made and taken from various locations at the Site; actual soil transitions are probably more gradual.
10. The conclusions and recommendations contained in this report are based in part upon various types of analytical data and are contingent upon their validity. These data have been reviewed and interpretations made in the report. As may be indicated within the report, some of these data may be preliminary "screening" level data. It should be noted that variations in the types and concentrations of contaminants and variations in their flow paths may occur due to seasonal water table fluctuations, the passage of time, and other factors. Should additional data become available in the future, these data should be reviewed by GZA and the conclusions and recommendations presented herein may need to be modified accordingly.



APPENDIX B
POST-CONSTRUCTION MONITORING/MAINTENANCE/REPAIR REPORT

POST CONSTRUCTION MONITORING / MAINTENANCE / REPAIR REPORT

Location Name: Cariddi – North Adams, MA
Time: 10:00 a.m.

Date: 3/28/2014
Outside Weather Conditions: Rain

Last Inspection Date: 9/20/2013 Access to Basement OK?: Yes

Access To All Concrete Cover Locations in Basement OK?: Y N

If No, Describe Limitations:

Air Quality Measurements:

Location: Basement East end Instrument Type: MiniRae 2000 PID Reading: 0.0 ppm
Location: PID non-functional for additional readings.

SPECIFIC COMMENTS

Are There Areas Of Standing Water?: Y N If Yes, Describe Locations:

- scattered puddles through southeast quadrant of basement (water entering through window on south wall), approx. 1-2-inches
- standing water and puddle along north wall of basement (entering through window on north wall), approx. 1-2-inches
- small puddle in northwest corner of basement, approx. 1-2-inches
- small puddle in southwest quadrant of basement, approx. 1-2-inches
- sump in cinderblock room full of water

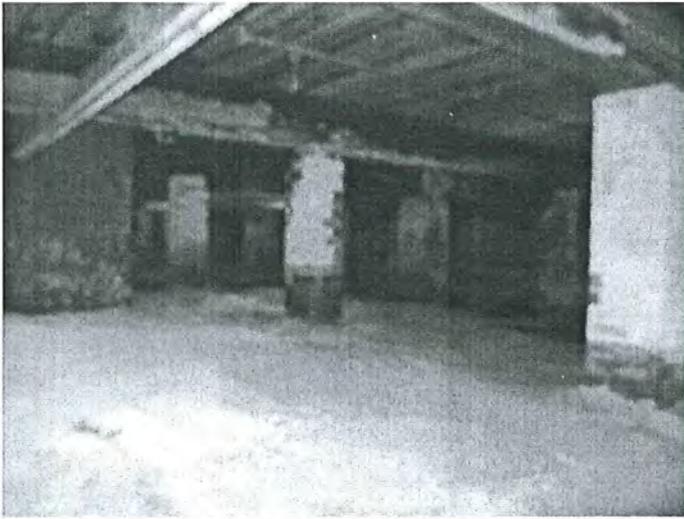
Are There Areas That Require Further Inspection/Potential Repair?: Y N If Yes, Provide Descriptions, Locations, and Photo Documentation (attached): _____

GENERAL COMMENTS AND OBSERVATIONS

Much of the water observed could be attributed to rain/meltwater entering through windows in the basement during a moderate rain event. The basement floor cover appears to be in good condition.

FIELD INSPECTORS SIGNATURE: *Adam Cote*

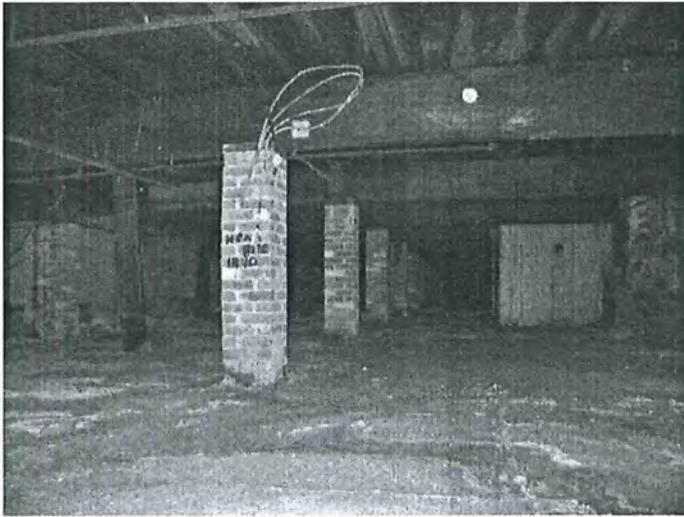
REVIEWED BY: *Shy P. Dalton*



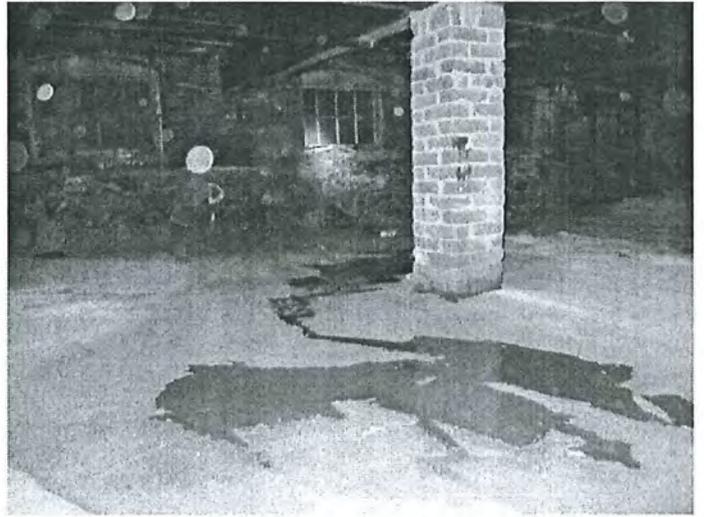
View from southeast corner, looking northeast.



View of water entering window on south wall.



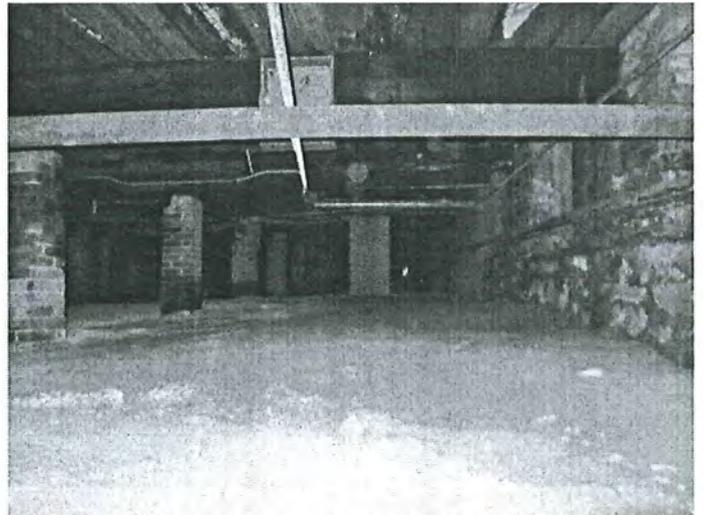
View from northeast corner looking west.



View of north wall near west wall.



View from northwest corner looking east.



View from southwest corner looking east.



APPENDIX C
NOTIFICATIONS

April 15, 2014
File No. 18168.10

Dianne Hein, Secretary
City of North Adams
Health Department
10 Main Street
North Adams, Massachusetts 01247

The Honorable Mr. Richard J. Alcombright
City of North Adams
10 Main Street
North Adams, Massachusetts 01247

Re: Notice of Availability – IRA and Phase V Status Report
Former Consolidated Aluminum Corporation (“Conalco”) Facility
AOC-1 and AOC-2
508 State Road
North Adams, Massachusetts
DEP RTN-1-13902

249 Vanderbilt Avenue
Norwood, MA 02062
781-278-3700
FAX 781-278-5701
www.gza.com

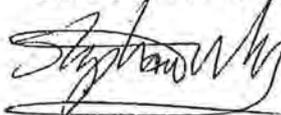
Dear Sirs:

In accordance with the public involvement requirements under the Massachusetts Contingency Plan (MCP), 310 CMR 40.1403(3)(e), Consolidated Aluminum Corporation (Conalco) is providing a copy of the attached IRA and Phase V Status Report prepared for the above-referenced property.

If you have any questions, or need additional information, please do not hesitate to call either of the undersigned at (781) 278-3700.

Very truly yours,

GZA GEOENVIRONMENTAL, INC.



Stephan T. Roy
Principal

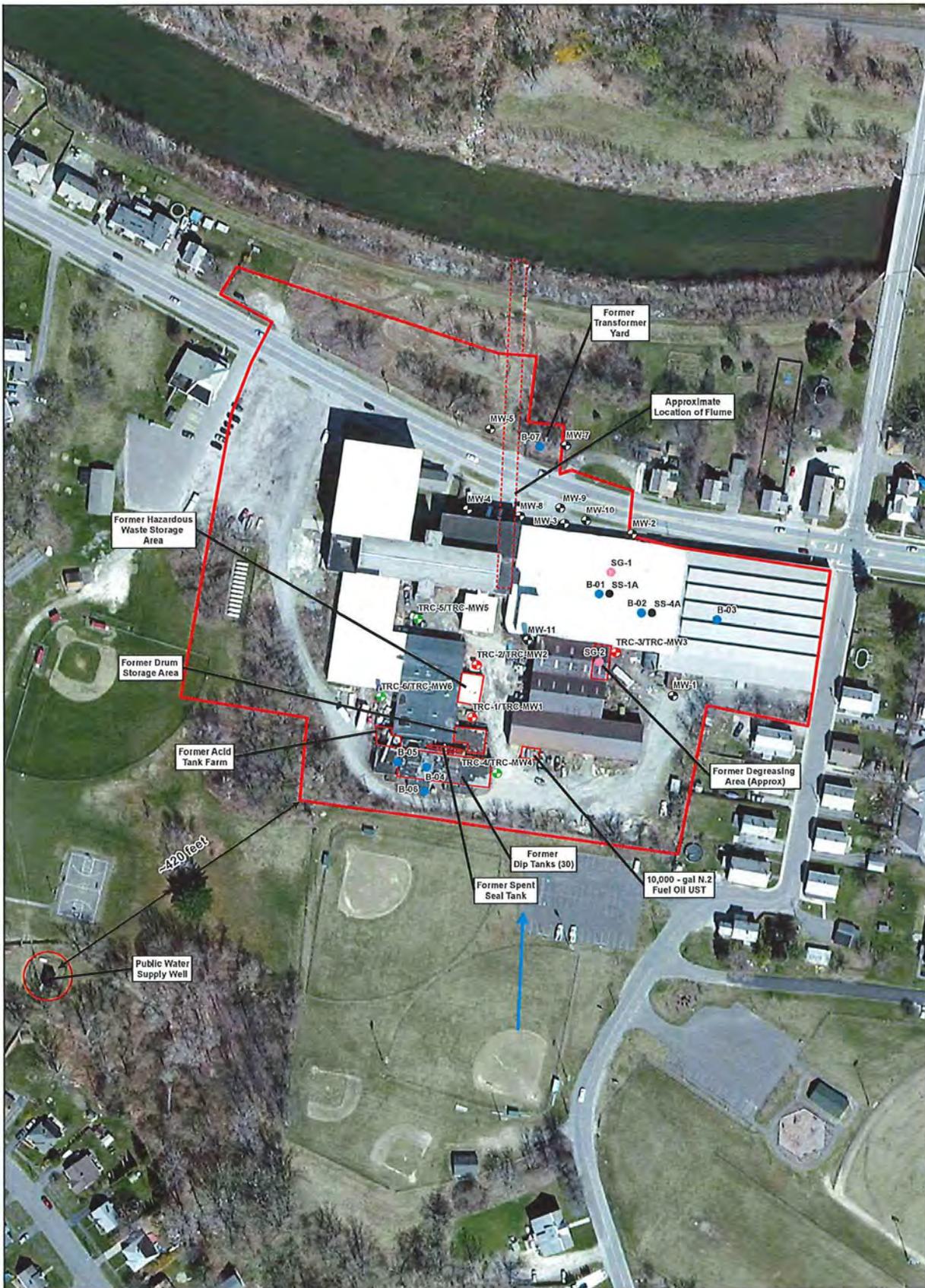


Lawrence Feldman, LSP
Senior Principal

cc: Paul Sieracki, Consolidated Aluminum Corporation (w/o attachment)
DEPWRO (w/o attachment)

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EXHIBIT C



- Existing Monitoring Well
- Soil Samples Collected by Maxymilian in 2002 Exhibiting Elevated Petroleum Concentrations
- TRC Boring/Monitoring Well Installed under BPRC Brownfield Program
- TRC Proposed Boring/Monitoring Well
- TRC Proposed Soil Boring
- TRC Proposed Soil Vapor Sample
- Approximate Site Boundary
- Documented Groundwater Flow Direction

0 125 250 Feet

Note: Site consists of 3 parcels
 Source: Maxymilian Phase I ISI, dated October 2002, OTO's Phase II report dated, November 2005 and GZA Phase V Status report, dated April 2015
 Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGT, swisstopo, and the GIS User Community

Massachusetts

Map Location

Wannalancit Mills
 650 Suffolk Street
 Lowell, MA 01854
 978-970-5600

**PROPOSED SAMPLING LOCATIONS
 FORMER GREYLOCK MILL
 506-508 STATE ROAD
 NORTH ADAMS, MA**

FIGURE 1 FEBRUARY 2015

**Table 1: Proposed Soil, Groundwater and Air Sampling Program
Greylock Mill Site – North Adams, MA**

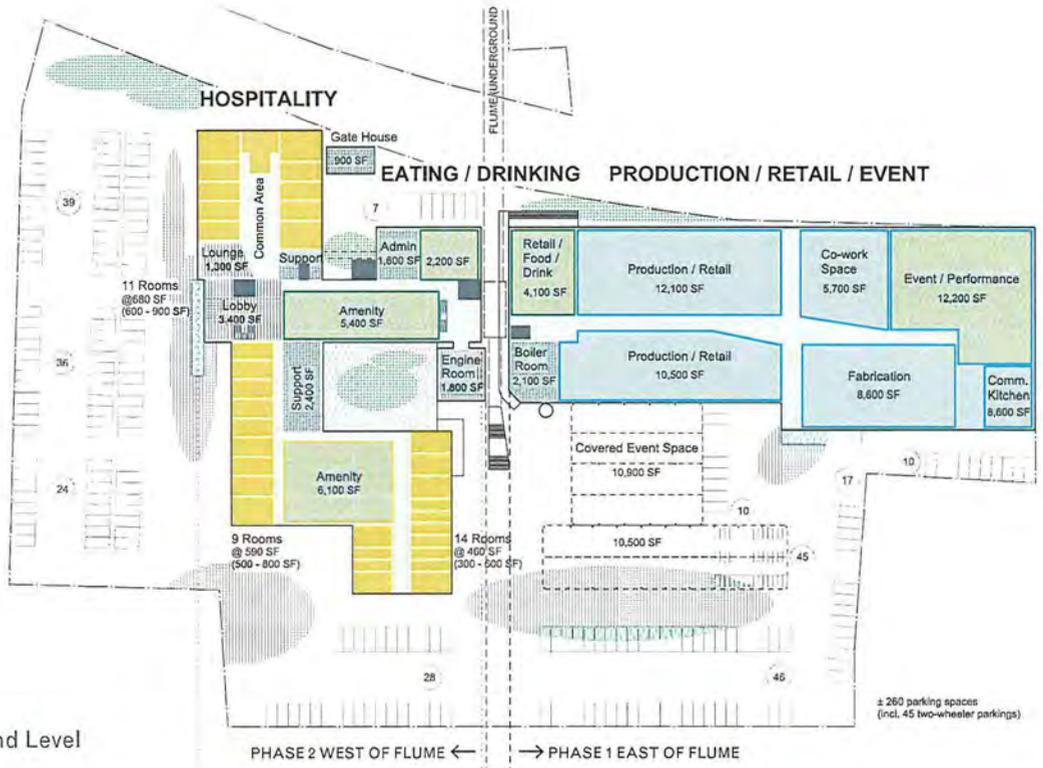
Sample ID	Description	Target Soil Sample Depth Interval	Analyses	Rationale/Notes
Proposed Soil Sampling				
B-01	Proposed soil boring	Depth interval exhibiting greatest evidence of contamination	VPH & EPH	Assess subsurface soil quality in the basement of the building with the former release of lubricating oil. Sample to be collected at the location of prior high reported concentration to evaluate for potential presence of Upper Concentration Limit (UCL) of petroleum. Low clearance techniques required.
B-02	Proposed soil boring	Depth interval exhibiting greatest evidence of contamination	VOCs, Metals*, VPH & EPH	Assess subsurface soil quality in the basement of the building with the former release of lubricating oil. Sample to be collected at the location of prior high reported concentration to evaluate for potential presence of Upper Concentration Limit (UCL) of petroleum. Also evaluate for presence of VOCs and metals downgradient of former degreasing area. Low clearance techniques required.
B-03	Proposed soil boring	0-3, 5-7 ft bgs	Metals*, VPH & EPH	Assess surficial and subsurface soil quality in the basement of saw-tooth roof building of a visually stained area. Evaluate for metals to help rule out concerns for metals in this area. Low clearance techniques required.
B-04	Proposed soil boring	0-3, 5-7 ft bgs	Metals*, pH	Assess surficial and subsurface soil quality in the former anodizing dip-tank room.
B-05	Proposed soil boring	0-3, 5-7 ft bgs	Metals*, pH	Assess surficial and subsurface soil quality in the former anodizing dip-tank room.
B-06	Proposed soil boring	0-1, 1-3 ft bgs	Metals*, PCBs	Assess surficial soil quality in the former transformer area south of dip tanks building. Evaluate for potential Imminent Hazard (IH) condition in soil.
B-07	Proposed soil boring	0-1, 1-3 ft bgs	EPH, PCBs	Assess surficial soil quality in the former MassElectric transformer area north of Route 2 for potential PCBs and transformer oil. Collect 0-1' sample to evaluate for potential Imminent Hazard (IH) condition in soil.
TRC-4/TRC-MW4	Proposed soil boring/ monitoring well	0-3, 5-7 ft bgs	VOCs,metals*, pH	Assess surficial and subsurface soil quality along the exterior western wall of the former anodizing dip-tank room near former neutralization tank. Will assess for VOCs at this location within former operations area. Boring to be completed as a monitoring well.
TRC-5/TRC-MW5	Proposed soil boring/ monitoring well	0-3, 5-7 ft bgs	Metals*, pH	Assess surficial and subsurface soil quality in the courtyard area, north of anodizing area. The boring will be completed as a monitoring well.
TRC-6/TRC-MW6	Proposed soil boring/ monitoring well	0-3, 5-7 ft bgs	Metals*, pH	Assess surficial and subsurface soil quality to the north of the former acid tank farm. The boring will be completed as a monitoring well.

**Table 1: Proposed Soil, Groundwater and Air Sampling Program
Greylock Mill Site – North Adams, MA**

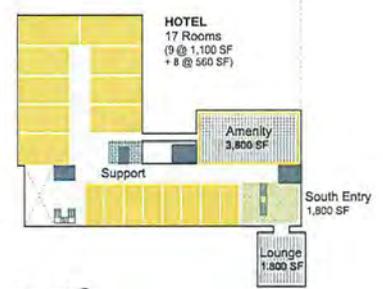
Sample ID	Description	Target Soil Sample Depth Interval	Analyses	Rationale/Notes
Proposed Groundwater Sampling				
TRC-MW4	Proposed monitoring well	NA	VOCs, metals*	Assess groundwater quality along the exterior eastern wall of the former anodizing dip-tank room near former neutralization tank.
TRC-MW5	Proposed monitoring well	NA	VOCs, metals*	Assess groundwater quality in the courtyard area downgradient of the anodizing area.
TRC-MW-6	Proposed monitoring well	NA	VOCs, metals*	Assess groundwater quality downgradient of former acid tank farm area.
MW-4	Existing monitoring well	NA	VOCs, metals*	Assess groundwater quality downgradient of former machine shop just south of Route 2 (former Parker Machine) and further downgradient of former anodizing area.
MW-8	Existing monitoring well	NA	Metals*	Assess groundwater quality on east side of flume, just south of Route 2.
MW-9	Existing monitoring well	NA	VOCs, metals*, VPH, EPH	Assess groundwater quality just south of Route 2, downgradient of former oil release area. If NAPL is present in MW-9, well MW-10 will be sampled instead. If well MW-10 also has NAPL, well MW-7 or MW-2 will be sampled (the one well that does not have NAPL will be sampled)
Proposed Soil Vapor Sampling				
SG-1	Proposed soil vapor sample	NA	TO-15, APH; grab sample	Assess soil vapors in basement beneath flowable fill in the basement of the building with the former lubricating soil release.
SG-2	Proposed soil vapor sample	NA	TO-15, APH; grab sample	Assess soil vapors below the concrete floor of the reported former degreasing area in the building located immediately south of the former lubricating oil release.

* Metals -Priority Pollutant Metals (Antimony, Arsenic, Beryllium, Cadmium, Chromium, Copper, Lead, Mercury, Nickel, Silver, Selenium, Thallium, Zinc) plus Aluminum

EXHIBIT D



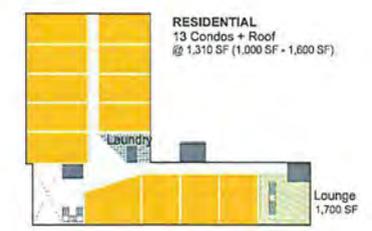
Ground Level



Level 2



Level 3



Level 4

EXHIBIT D - 1

HOOSIC RIVER

BIKE PATH

POTENTIAL
PARK EXPANSION

PARK

FLUME ENTRY

STATE ROAD / RT. 2

SCALE: 1/64" = 1'-0"
5' 0' 10' 20'

TEND
landscape inc.

PRELIMINARY PARK PLAN
7 OCTOBER 2015

Greylock **FLUME**

