Town of Ellington

Architectural & Engineering Services: 048-0060 Windermere Elementary School Pre-Bid Meeting – 8/18/2022 9am Windermere Elementary School

1. What is the process for hazardous materials?

The environmental consultant will be a consultant to the design team

2. Is the school on Town Sewer?

Yes

3. What is current enrollment?

Around 687 individuals ranging from pre-school through 6th grade

4. Is there any plan to offload during renovation – what is the capacity of phasing?

Other schools are at full capacity, therefore will construct new construction portion of the school first, and then use the new classrooms as swing space during renovation portion.

5. Was there a study done to do a new school and demo the property in its entirety?

The Board of Education explored three different options: smaller renovation, renovate to new, and build new. New build came in more expensive with 10% less reimbursement rate. The renovate-to-new concept and preliminary plans have been formally vetted with OSCGR.

6. What amount or what kind of programming is expected?

There would be fairly minimal requirements for programming at this point, but would need to go through and confirm all of the programmatic requirements as we move through the process

Town of Ellington

Architectural & Engineering Services: 048-0060 Windermere Elementary School Response to Questions

Windermere Elementary School

7. The draft copy of AIA B101 – 2017 that was included within the RFQ&P packages indicates that Building Information Model (BIM) management is the responsibility of the Architect (see 4.1.1.6). Please confirm what level of BIM modeling is required for the project.

As indicated in the Exhibit D. Architect and Owner Responsibility Matrix of the RFQ/RFP, the Architect is responsible for the BIM model through Construction Administration. This is equivalent to a Level of Development (LOD) 500 As-Builts.

However, in order to provide additional information for the PBC, Exhibit C. Fee Proposal is being replaced with Exhibit A. within this Addendum to include an alternate deduct to only provide up to LOD 400 Fabrication and Assembly.

8. Since two of the forms require signatures and Exhibit A is to be notarized, is it acceptable to submit one original response with original signatures and 14 copies (without original signatures and notary stamp)?

Yes. One original and 14 copies is fine.

9. Is the \$61,640,000 budget referenced in the RFQ/RFP document the construction budget or total project budget (i.e. including design fees, FFE, soft costs, etc.)? If it is total project budget, what is the anticipated construction cost?

The \$61,640,000 is the total project budget. Construction Costs account for approximately \$50,592,000 of the budget.

10. Typically, to be in compliance with the CT High Performance Building standards, the commissioning agent must be an independent third party hired directly by the owner. However, the RFQ/RFP indicates that commissioning is the responsibility of the architect. Can you please confirm that the State is allowing the Town of Ellington to hire the CxA through the architect or if the Town will need to hire the CxA directly?

The Commissioning scope shall be provided by the Owner. The Contract in Exhibit F shall be modified as follows upon execution:

"Commissioning" shall be removed from section 3.1

Section 4.1.1.23 shall be modified to state "Not provided."

11. There are several areas in the RFP and Contract that refer to the construction manager being responsible for the cost estimating for the project. Will both a construction manager and an independent cost estimator on the Architect's team be providing cost estimating which will then be reconciled at the end of each design iteration? Please also confirm estimates will be provided at SD, DD, 50% CD, and 100% CD.

All four estimates are required and all will require reconciliation.

12. The RFQ/P requires that we include a resume for each team member on the proposed team. Given the number of consultants required, the resumes will consume the majority of the 35 page limit leaving little room for the other requested information. Can team resumes be excluded from the 35-page limit?

Resumes will be excluded from the 35 page limit.

13. How many copies of the separately sealed Fee Proposal do you require?

One original and 14 copies should be provided.

14. What milestone schedule is expected/desired for the project?

This is an anticipated milestone schedule, subject to change based on conditions.

Consultant Selection: July 2022 – December 2022

Design/Local and State Approvals: September 2022 – December 2023

Bidding and Award (Phase 1): July 2023 Construction: August 2023 – June 2025

Substantial Completion: TBD

Project Closeout/Final Completion: May 2025-April 2026

Changes to this schedule shall not be a sole justification for a change to the fee proposal.

15. Exhibit C: Are hourly rates required for the Architect and all consultants, or only for the key team members of the Architect?

Key team members of the Architect only.

16. Please clarify what environmental investigations/report have been completed thus far and identify those that the Architect can rely upon as part of the project documentation.

A Phase 1 Environmental Study has been completed and is attached as Exhibit B within this Addendum.

Asbestos management plans are completed on an annual basis, the most recent of which is attached as Exhibit C.

17. Is the Architect responsible for including a complete hazardous building material survey, detailed report, abatement design (drawings & specs) and basic CA services such as submittal review, pre-demolition meeting?

Yes.

18. Since the abatement scope is indeterminate at the time of proposal submission will the owner consider establishing an allowance for abatement monitoring during construction, or deferring those fees to a future contract amendment once the monitoring scope is known?

As mentioned at the pre-bid meeting, the original 1966 building contains Vinyl Asbestos tile throughout which will need to be abated. This section of Windermere also includes original windows, which should be presumed to need abatement.

If further environmental concerns are found that materially increase the scope of abatement monitoring, the Town will consider a contract amendment commensurate with the change in scope.

19. Please provide the number of sections (half and/or full day) for PreK and K grades currently enrolled.

The district has five (5) PreK teachers covering three (3) full day classes, two (2) AM classes and one (1) pm class. Kindergarten has ranged between three (3) and five (5) sections over the past decade, with the most common being four (4).

20. Please provide the anticipated number of sections (half and/or full day) for PreK and K grades for the projected design enrollment (2031/32 school year).

We anticipate the same number of PreK sections. Planning for Kindergarten should allow for up to five (5) sections, however as this number may vary year/year, flexibility should be considered in this plan.

21. Can an Additions/Deletions report for the draft contract be provided?

Yes. Please see attached Exhibit D. to this Addendum.

22. Draft Contract: Paragraph 12.1.1 indicates that there is a 25% SBE sub-consultant GOAL with a further GOAL of 25% thereof for MBE sub-consultants. Please confirm these GOALS apply to this solicitation? Later in the paragraph "SBE requirements" is indicated. Are the SBE/MBE percentages GOALS or REQUIREMENTS?

Although the Town strongly encourages DBE participation within the project team, the reference to MBE/WBE/SBE goals based on Conn. Public Act 15-5 are being removed from the Contract.

The contract is hereby modified to strike the following language from section 12.1.1 "The Architect must also fully comply with Conn. Public Act 15-5. MBEs/ WBEs/ SBEs are encouraged to apply. Connecticut has established an on-going commitment to providing equal opportunity to Connecticut small (SBE) and minority owned business enterprises (MBE) to contract as a contractor for the Connecticut's purchased goods and services. The Architect is advised that there is a twenty five percent (25%) small business sub-consultant goal that applies to this assignment. Of that twenty-five percent (25%), the Architect must reserve a portion equivalent to twenty-five percent (25%) of the portion thereof to be set aside for awards to subcontractors who are minority business enterprises. The Architect must include the designated certified Small Business Enterprise (SBE) subconsultant which it plans to use. The SBE sub-consultants must be currently certified by the Department of Administrative Services. All firms are advised that the prime consultant must perform the major part of the Work with employees of the firm. Sub-consultants may be used to comply with SBE requirements or perform specialized work. Joint venture assignments will not be allowed."

23. Could you please confirm if the 35 page limit is single or double sided pages?

Each side of a page counts towards the 35 page limit.

24. Understanding that the total project cost is \$61,640,000, can you please confirm the final budgets for construction and FF&E/Technology that our proposal should be based on?

The Construction Budget is approximately \$50,592,000. FF&E and Technology currently are a combined \$2,586,000. However, we expect that the architect will review existing FF&E & Technology which may be repurposed in the new building to either make this budget go farther or return money to the Town.

25. The draft copy of AIA B101 – 2017 that was included within the RFQ&P packages indicates that commissioning is the responsibility of the Architect (see 4.1.1.23). Commissioning Agents are typically hired by the Owner as the Connecticut Compliance Manual for High Performance Buildings state that the agent "...shall not be an employee of the architectural, engineering, or construction firm that implements the project, and shall be hired directly by the state, municipality, or regional school district." Please confirm that the hiring of the Commissioning Agent is not to be included within the Architect's scope of services.

Please see the answer to number 4.

Exhibit A. Revised Fee Proposal

For all services as outlined in the RFQ/RFP to be performed during the Windermere Building Project:

Lump Sum Fee of \$	alloca	ted per Project	phase as set forth below:
Schematic Design Phase		\$	
Design Development Pha	se	\$	
Construction Documents	Phase	\$	
Bidding and Construction	Administration	\$	
Completion/Post Comple	tion	\$	
Alternate Deduct – BIM Level of C	Development 400	\$	
HOURLY RATES (all-inclusive rates benefits, insurance taxes, miscella holidays, illness, medical leave tin expenses, overhead and profit, le	aneous personnel me general and co	expenses, meal orporate supervi	s, travel, travel time, training, ision and management
Title	Name		Rate Per Hour

Exhibit B Phase 1 Environmental Site Assessment

Phase I Environmental Site Assessment

Windermere Elementary School

2 Abbott Road Ellington, Connecticut

Tecton Architects

Hartford, Connecticut

June 2022



146 Hartford Road Manchester, Connecticut 06040



June 1, 2022

Mr. Edward J. Widofsky, AIA, LEED AP BD+C Tecton Architects
34 Sequassen Street, Suite 200
Hartford, CT 06106

RE: Phase I Environmental Site Assessment

Windermere Elementary School

2 Abbott Road, Ellington, Connecticut

Fuss & O'Neill Reference No. 20191183.A10

Dear Mr. Widofsky:

We are pleased to submit the enclosed report of the Phase I Environmental Site Assessment (Phase I ESA) for the above-referenced Site. The assessment was conducted in conformance with Standard Practice E 1527-13 for Environmental Site Assessments published by ASTM International.

Note that ASTM 1527-13 requires that certain elements of a Phase I ESA be updated if the report is to be relied upon more than 180 days following its completion. If updated, the report will remain viable for up to one year. Assuming the completion date is the date of the site inspection, which was conducted on May 20, 2022, we recommend you contact us to discuss your options to update or develop a new report after November 16, 2022.

We have identified one recognized environmental condition associated with the Site, the former underground storage tanks located along the west of the building, which is discussed in the conclusions of our report; *Section 8.0.*

In accordance with the requirements of the ASTM 1527-13 Standard, we declare that to the best of our professional knowledge and belief, we meet the definition of an environmental professional as defined in §312.10 of 40 CFR 312 and we have the specific qualifications based on education, training, and experience to assess the nature, history, and setting of the subject property. We have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

146 Hartford Road Manchester, CT 06040 t 860.646.2469 800.286.2469 f 860.533.5143

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Vermont



Mr. Edward Widofsky June 1, 2022 Page 2

Thank you for the opportunity to conduct this work. Please contact us if we can be of further assistance.

Sincerely,

Stefanie K. Wierszchalek

Senior Hydrogeologist

Marilee D. Gonzalez, LEP Senior Project Manager



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1 Introduction

Fuss & O'Neill, Inc. has been retained by Tecton Architects to conduct a Phase I Environmental Site Assessment (Phase I ESA) of the Windermere Elementary School, located at 2 Abbott Road in Ellington, Connecticut (the "Site"). We understand that Tecton Architects requested this Phase I ESA in anticipation of obtaining financing for proposed renovations to the Site.

In portions of this report, we refer to the Connecticut Department of Energy and Environmental Protection (DEEP). The Connecticut Department of Environmental Protection (CTDEP) was renamed the Department of Energy and Environmental Protection (DEEP) in July 2011. For convenience and consistency, we refer to the agency as the DEEP throughout this report, including the timeframe prior to July 2011, except when citing references.

1.1 Objective

The objective of this Phase I ESA was to identify recognized environmental conditions (RECs) present at the Site. As defined by Standard Practice for Environmental Site Assessments E 1527-13 developed by the American Society for Testing and Materials (ASTM, 2013), REC means:

...the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.

1.2 Scope of Services

Our Phase I ESA was performed in conformance with Standard Practice E 1527-13 for Environmental Site Assessments by ASTM International (ASTM, 2013).

Unless otherwise stated in this report, assessments for other business environmental risks such as asbestos-containing materials, PCB-containing building materials, lead-based paint or plumbing materials, radon gas, per- and polyfluoroalkyl substances (PFAS), and mold were not conducted as part of this Phase I ESA. Furthermore, we did not investigate the potential for the Site to contain wetlands, endangered species, ecological resources or historic/cultural resources. Environmental compliance or permitting issues were not considered during this investigation.

It is our understanding that this work is not being conducted under a United States Environmental Protection Agency (USEPA) Brownfield Assessment and Characterization Program grant awarded under CERCLA 9604(k)(2)(b); therefore, our investigation did not include an assessment of controlled substances. Refer to *Appendix A* for the scope of work and restrictions of this ESA and to *Sætion 10* of this report for limitations on this work product.



2 Site Overview

2.1 Site Information

2.1.1 Property Location, Size of Parcel, and Site Plan

The Site, Windermere Elementary School, is located at the corner of Abbott Road and Windsorville Road in a residential zone of Ellington, Connecticut (Tolland County). A map consisting of several portions of United States Geological Survey (USGS) topographic maps showing the Site location is provided as *Figure 1* (USGS, 2022).

According to Town of Ellington records, the Site is a 14.11-acre, triangle-shaped parcel that has been owned by the Town of Ellington since July 7, 1964. Structures located on the Site include one main school building, totaling 85,470 square feet, and one detached garage, totaling 432 square feet, both built in 1966. The Site is currently occupied by Windermere Elementary School, which is a primary school servicing Ellington residents. A Site plan is provided as *Figure 2* and copies of the property description card(s) and assessor's mapping available at the Town of Ellington Tax Assessor's office are attached in *Appendix B*. A description of the Site developed during the Site reconnaissance is presented in *Section 6*.

2.1.2 Utilities

Water and Sewer

According to personnel at the Town of Ellington Public Works Department, the Site has been served by municipal sewers serviced by the town and municipal water serviced by Connecticut Water Company.

One well is located on Site, which is reportedly only used for irrigation of the surrounding sports fields.

Heat

The Site building is currently heated by natural gas-fired boilers.

Historically, the Site was heated by heating oil stored in a 7,500-gallon UST, installed at the time of Site development in 1966, located west of the boiler room. In 1992, the 7,500-gallon UST was removed and replaced with a 12,000-gallon heating oil UST in the same location. In 2008, the Site began the conversion from heating oil to a natural gas heating source when natural gas utility lines were installed on Site. In 2009, the Site had fully transitioned to natural gas fired boilers for a heat source. The 12,000-gallon heating oil UST reportedly remained on Site until it was removed in 2020 but was not in use between 2009 and 2020. Interviews with Site personnel indicated the UST was reportedly removed, but no removal documentation was identified.

Permits describing the conversion from an oil to natural gas heating source and UST notifications are provided in *Appendix B*.



Other Utilities

Electric, cable, and telephone services enter the Site via underground conduits located on Windsorville Road. A pad-mounted transformer is located in this area, along the exterior of the southwest portion of the building.

2.1.3 Adjoining Land Use

Based on observations made during the Site reconnaissance and available mapping, properties adjoining the Site include the following:

Address	Description	Direction from Site
Ellington Ridge	Ellington Ridge Condominiums	East and South
Ardsley Lane	Abbott Place Condominiums	East
11 Abbott Road	Residential	East
24 Abbott Road	Residential	North
233 Windsorville Road	Residential	North
222-230 Windsorville Road	Residential	West and South

2.2 Environmental Setting

2.2.1 Physical Setting

Topography and Geology

The topography of the Site slopes gradually downwards towards the west (USGS, 2022), while the regional topography slopes northwest towards Windsorville Pond and it's supplying tributaries.

Surficial material at the Site is mapped as coarse sand and gravel on the southwestern half of the Site and till on the northeastern half of the Site. (USGS, 2022)

Bedrock beneath the Site is mapped as Portland Arkose (Rodgers, 1985). Depth to bedrock is estimated to be approximately 10-50 below grade (Handman, 1973).

Hydrology and Hydrogeology

Groundwater

The quality of groundwater beneath the Site is classified by the Connecticut Department of Energy and Environmental Protection as GA (DEEP, 2022). GA groundwater is presumed to be used for existing private and potential public or private supplies of water suitable for drinking without treatment (CTDEP, 2011).



The direction of groundwater flow within the surficial geological unit is influenced by a number of factors, including the physical characteristics of the geological unit (such as particle size), the local topography, the presence of surface water bodies, the depth to bedrock, and the type of aquifer. For an unconsolidated, unconfined aquifer, groundwater generally flows in the direction of the greatest topographic gradient. Based on USGS mapping and field observations of the local topography and surface water hydrology, the inferred groundwater flow direction is to the west.

Surface Water

The nearest surface water bodies, Ketch Brook and several associated unnamed ponds, are located approximately 750 feet northwest of the Site (USGS, 2022). Ketch Brook and the associated unnamed ponds are classified by the State of Connecticut as A (DEEP, 2022).

Designated uses of such inland surface waters are for potential drinking water supply, fish and wildlife habitat, recreational use, agricultural and industrial supply and other legitimate uses including navigation (CTDEP, 2011).

2.2.2 Wetlands & Flood Zone Mapping

Based on mapping provided in the Environmental Data Resources (EDR) report included in *Appendix C*, no mapped wetlands and/or 100-year or 500-year flood zones are located on the Site. Note that Fuss & O'Neill did not independently determine wetland boundaries or the presence of wetlands as part of this assessment.

2.2.3 Radon

According to the USEPA's *Map of Radon Zones – Connecticut*, which is available on-line (https://www.epa.gov/sites/default/files/2014-08/documents/connecticut.pdf), the Site is located in a county with a medium radon propensity (Zone 2 – 2 to 4 picocuries per liter). Note that this Site is considered a sensitive receptor because it operates as a school.

2.2.4 Location of Public Water Supply Sources

The DEEP's Connecticut Environmental Conditions Online (DEEP, 2022) and the Atlas of Public Water Supply Sources and Drainage Basins of Connecticut (CTDEP, 1982) show no public water-supply wells or aguifer protection areas within a one-half mile radius of the Site.

2.3 Previous Environmental Investigations

Mr. Edward Widofsky of Tecton Architects, and Mr. Dale Wilson, head maintenance staff for Windermere Elementary School, were unaware of any previous environmental investigations having been performed on the Site.



3 Site History

The following sources were used to develop the history of the Site and, to the extent required by ASTM Practice E 1527-13, the nearby sites:

- Aerial photographs (obtained electronically from Environmental Data Resources, Inc. (EDR)) for the years 1934, 1941, 1957, 1962, 1965, 1970, 1972, 1985, 1990, 1995, 2005, 2008, 2012, and 2016
- Aerial photographs (obtained electronically from the DEEP's Connecticut Environmental Conditions Online (DEEP, 2022)) for the years 2016, 2018, and 2019
- An interview with Mr. Dale Wilson, who has worked on the Site since 2010 as the head maintenance personnel.
- Files and personnel at the Town of Ellington offices of the Town Clerk, Building Department, Engineering Department, Planning and Zoning Department, Health Department, and Fire Marshal (Mr. James York)
- City street directories (obtained electronically from Environmental Data Resources, Inc. (EDR)) for the years 1892, 1906, 1915, 1921, 1928, 1943, 1944, 1946, 1952, 1953, 1963, 1964, 1967, 1968, 1972, 1984, 1992, 2012, 2015, and 2018

Sanborn Fire Insurance mapping was requested from EDR but did not provide coverage of the Site area.

The past uses of the Site and nearby properties, based on the sources above, are summarized below.

Site

The Site appears to have been used for agricultural purposes prior to its commercial development in 1966. The 1934 through 1962 aerial photographs show an apparent barn on the western portion of the property and agricultural fields across most of the Site. The Site in the 1965 aerial photograph appears similar, with the exception that the barn structure is no longer present. The main school structure was constructed in the central portion of the Site in 1966 and is first visible in the 1970 aerial photograph. The Site remains relatively unchanged until the 1995 aerial photograph, in which a large addition to the northern part of the building, constructed in 1994, is visible. A second building addition was added in 2002. The parking areas were extended during the construction of the addition in 2002 and several sports fields were added around that time to the north of the building. The Site layout appears relatively unchanged from the 2008 aerial photograph to present day.

Nearby Properties

The Site parcel is a triangle and is bounded to the east and west by Abbott Road and Windsorville Road, respectively. The entire area surrounding the Site was agricultural farmland from at least 1934 to 1957 according to aerial imagery, except for a residential property with several barns located to the west of the Site. Since 1957, the surrounding areas have been developed from farmland into residential areas. The Site is currently bounded on all sides by residential properties.



RECs Identified from Historical Information

No RECs were identified in the history of the Site. Additionally, no potential soil, groundwater, or vapor migration concerns due to historical activities on nearby properties were identified.

4 Federal, State, and Local File Review

Files of Federal, State and local agencies were reviewed for environmentally-related issues pertinent to the Site and nearby parcels, such as permits, inspection reports, enforcement history or documented releases of hazardous materials. The sources of information listed in the following table were researched to identify properties of concern within distances of the Site specified by ASTM Practice E 1527-13.

Information Source*	Search Distance
Federal Files	
National Priorities List (NPL)	1 mile
Delisted NPL Sites	0.5 mile
Resource Conservation and Recovery Act (RCRA) CORRACTS list (RCRA Site Subject to Corrective Action)	1 mile
Resource Conservation and Recovery Act (RCRA) Treatment, Storage or Disposal Facility (TSDF) List	0.5 mile
Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS) List, including No Further Remedial Action Planned (NFRAP) sites	0.5 mile
RCRA Generators List	property and adjoining
RCRA No Longer Regulated (NLR) List	property and adjoining
Federal Institutional / Engineered Control List	property only
Emergency Response and Notification (ERNS) List	property only
State Files	
Hazardous Waste Site List (State sites equivalent to NPL)	1 mile
Hazardous Waste Site List (State sites equivalent to CERCLIS)	0.5 mile
Landfill and Solid Waste Site	0.5 mile
Leaking Underground Storage Tank (LUST) List	0.5 mile
State Voluntary Clean-up or Brownfield Sites	0.5 mile
Oil & Chemical Spills Database	property and adjoining
Registered Underground Storage Tank (UST) List	property and adjoining
State Institutional / Engineered Control List	property only

^{*} Fuss & O'Neill used Environmental Data Resources, Inc. (EDR), an environmental database search service, to obtain the information referenced in the above table. EDR provides access to publicly available environmental databases maintained by various Federal, State, and local agencies. A copy of the information provided by EDR



relative to the Site and nearby properties is included in *Appendix C*. The listed information sources are defined and described in detail in the EDR report.

4.1 Summary of Regulatory Database Information

Site

The environmental databases summarized in the EDR radius report provide the following pertinent information for the Site:

- <u>UST:</u> A 7,500-gallon heating oil UST (A-4), originally installed in July 1966, was removed from the Site on January 1, 1992. Additional information obtained from the DEEP file review and Site contact interviews indicated that upon removal, this UST was replaced with a new, fiberglass reinforced plastic, 12,000-gallon heating oil UST (A4R1) in the same location in 1992.
- Asbestos: EDR identified several listings and manifests documenting asbestos abatement activities at the Site conducted between 2008 and 2018.

Nearby Properties

As reported in the EDR Report in *Appendix C*, several properties were identified in the environmental databases within the minimum search radii required by ASTM Practice 1527-13. Based on distance from the Site and the local hydrogeology, these parcels are not anticipated to have a negative effect on the subject property, with the following possible exception:

 Culbro Tobacco Farm, 11 Abbott Road (located approximately 395 feet east/northeast of the Site) – A 1997 spill report documented the release of 20-gallons of #2 fuel oil to the ground surface at the property, and approximately 10 gallons were recovered. The spill was associated with a UST, but no additional information was provided. This spill status is listed as 'closed'.

Due to the inferred groundwater flow direction and/or the proximity of these properties to the Site, the potential exists for releases that occur at these properties to have an adverse impact on groundwater quality at the Site; however, on February 16, 2021, DEEP established an upgradient groundwater plume policy, found in Section 22a-133k-3(h)(4) of the Connecticut Remediation Standard Regulations (RSRs), which provides circumstances where a downgradient parcel that contains substances at the same or lesser concentrations as an upgradient parcel may be considered in compliance with the RSRs. Note that to achieve compliance with the groundwater criteria, certain conditions must be demonstrated, and the substances identified in groundwater on the Site must not be different than those migrating onto the Site from an upgradient groundwater plume.

The potential that vapors could be migrating onto the Site from these properties is low because no significant releases of volatile organic compounds were identified.



4.2 State File Review

As part of our records review, correspondence files for the following were requested on May 5, 2022 from the DEEP Records Center:

- Windermere Elementary School
- 2 Abbott Road, Ellington, Connecticut

Files requested include the following:

- UST files
- · Leaking UST files
- P-5 inspection reports
- Water Industrial/Remediation files
- Pre-1990 Spill files
- Hazardous waste/RCRA files
- Environmental Land Use Restrictions
- Air files

Files for the Site available at the DEEP Records Center are discussed below. Copies of pertinent files are presented in *Appendix D*.

- September 26, 1988 Letter from Ellington Public Schools Building and Grounds Supervisor to CT DEP UST Enforcement Program Coordinator noting a year long extension for tank removal of oil tanks upon a favorable oil tightness test.
- May 27, 1992 UST Notification form showing both tanks A4 and A4R1 as noted in Section 4.1
- No date Plan for tank replacement showing existing 7,500-gallon UST and proposed 12,000-Gallon UST locations.
- No Date Site plan noting boiler room and 7,500-gallon UST location, pre-building addition.

In addition, the DEEP Hazardous Waste Manifests Databases, which summarizes hazardous waste manifests, was accessed on May 11, 2022. No hazardous waste manifests were listed for the Site.

4.3 Wastewater and Leachate Discharge Sources

The Connecticut Leachate and Wastewater Discharge Sources Map (CTDEP, 1997) was reviewed to determine if any historical discharges to the ground in the area of the Site have been reported. No historical discharges are located within a one half-mile radius of the Site.



4.4 Local File Review

The Town Clerk's office provided a record of ownership of the Site, as summarized below. Note that this review does not constitute a full title search.

Date(s)	Owner
7/7/1964	Town of Ellington – Windermere School
9/12/1934	Henry R Rothe, Jr.

Files and personnel at the Town of Ellington offices of the Town Clerk, Tax Assessor, Building Department, Department of Public Works, and Fire Marshal were queried regarding environmental concerns at the Site and surrounding properties. The information identified is summarized below and copies of pertinent files are included in *Appendix B*.

- July 1966 UST Notification Form for the installation of a 7,500-gallon heating oil #2 UST (Tank ID#A4)
- November 10, 1991 Permit for removal of a 7,500-gallon UST and replacement with a 12,000-gallon UST. New installation included leak detection equipment and over-fill alarms.
- January 1992 UST Notification Form for the removal of a 7,500-gallon heating oil #2 UST (Tank ID#A4) and installation of 12,000-gallon heating oil #2 UST (Tank ID#A4R1).
- July 11, 2005 Permit to remove and replace 500-gallon propane tank and gas line.
- July 25, 2008 Windermere School "Boiler Room Revised Layout" Site plans prepared by Bemis Associates.
- November 8, 2008 HVAC permit for installation of new dual fuel boiler system to temporarily replace oil 3-burner boilers as the Site began fully transitioning to natural gas. The initial natural gas pipeline was laid directly to boiler room.
- July 7, 2009 Permit for removal of existing propane tank, additional new connecting pipe for natural gas, and installation of new natural gas burner and hot water tank to replace all former heating oil equipment on Site.
- April 27, 2020 Notice of intent to remove a 12,000-gallon UST (Tank ID#A4R1) by TankWorks of Manchester, CT.

As part of this assessment, Ms. Alex Robotham of Fuss & O'Neill interviewed Ms. Kim Beechard, Town Assessor on May 20, 2022. Information pertinent to environmental conditions at the Site is provided below:

 Ms. Beechard of the Town Assessor's stated that she has no knowledge of releases or threatened releases of hazardous substances at the Site.



5 User-Provided Information

ASTM Practice 1527-13 describes certain tasks to be performed by the user of this assessment that will help to identify RECs at the parcel if they exist. ASTM Practice 1527-13 defines the user as "the party seeking to use Practice E 1527 to complete an environmental site assessment of the property." Users can include a potential purchaser or tenant of the property, a lender, a property manager, or a property owner.

As part of our agreement to conduct this work, we provided Edward Widofsky, a representative from Tecton Architects, with a User Questionnaire.

A completed User questionnaire was not returned as of the date of this report, but Mr. Widofsky indicated via email that he did not have information pertaining to the items listed in the questionnaire, summarized in the subsections below.

Note that the AAI Federal Rule recommends that the user provide certain information to the environmental professional; however, the rule does not require that the information be provided. In the event the information is not provided, the environmental professional is instructed to consider the lack of information as a data gap and evaluate the significance of the data gap. Therefore, the lack of user provided information is considered a data gap and is addressed in further detail in *Section 8.1*.

5.1 Record of Environmental Liens or Activity and Use Limitations

Chain of title and title restriction records filed under Federal, tribal, State or local law often contain records of environmental liens or activity and use limitations (AULs), such as environmental land use restrictions in the State of Connecticut.

As discussed above, Mr. Widofsky did not provide information pertaining to chain of title or title restrictions.

Fuss & O'Neill reviewed the Connecticut database of recorded environmental land use restrictions on file at the DEEP. No environmental land use restrictions were identified for the Site.

5.2 Specialized Knowledge or Experience of the User

As discussed above, Mr. Widofsky did not provide information pertaining to specialized knowledge pertaining to the Site or activities conducted at the Site, but indicated via email he had no specialized knowledge of the Site activities.



5.3 Commonly Known or Reasonably Ascertainable Knowledge

As discussed above, Mr. Widofsky did not provide information pertaining to commonly known or reasonably ascertainable knowledge pertaining to the Site.

5.4 Property Valuation, Reduction for Environmental Issues

The Site is not being transferred; therefore, this section does not apply.

6 Site Reconnaissance and Interviews

6.1 Interviews

Owner/Key Site Manager

This assessment included an interview with the following key Site manager:

Mr. Brian Greenleaf, Ellington Schools Director of Finance and Operations

Prior to conducting the interview, Fuss & O'Neill forwarded a Phase I ESA owner/key Site manager questionnaire to Mr. Brian Greenleaf. Mr. Greenleaf did not return the owner/key Site manager questionnaire as of the date of this report.

Mr. Greenleaf was, however, interviewed by Ms. Alex Robotham on May 20, 2022 via email. Information provided by him is incorporated into pertinent sections of this report.

6.2 Site Reconnaissance

The Site reconnaissance was conducted on May 20, 2022 at 8:00 AM by Ms. Alex Robotham of Fuss & O'Neill, accompanied by Mr. Dale Wilson, the head maintenance personnel of Windermere Elementary. The Site reconnaissance included the physical observation of the building interior and surrounding Site grounds. Photographs taken during the Site reconnaissance are presented in *Appendix E*.

Site Description

The Site consists of a 14.11-acre, triangle parcel improved with an approximately 85,470-square-foot school building in the center of the Site and associated paved parking areas. The remaining portions of the Site consist of landscaped areas, a playground, and sports fields. Access to the Site is via both Windsorville Road and Abbott Road. The paved parking areas are surrounding all sides of the building. Refer to *Figure 2* for a Site plan depicting the Site layout.



Buildings

The main building consists primarily of classrooms and office space for teachers and students. The boiler room, cafeteria, kitchen, and gymnasium are all located on the western side of the building. The interior of the building is clean and well maintained. There is a small shed located on the southwest corner of the Site that contains items and equipment for maintaining the grounds and extra school furniture.

- Hazardous Wastes/Materials There are no hazardous wastes or materials stored on Site.
- Housekeeping Observations The interior of the building is very well kept with no signs of staining, spills or disrepair.
- Chemical Storage Area –Consumer quantities of paint and non-toxic cleaner (less than 5 gallons) are stored on a shelf within the boiler room. All containers are labeled and maintained properly.
- Floor Drains, Sumps, Trenches There are several floor drains located throughout the building including one within the boiler room and two within the kitchen area. The floor drains reportedly drain to the sewer system.
- Loading Docks There is one loading dock located on the western side of the building that connects to the kitchen. The loading dock is used mainly for food transport and paper supplies transport. There were no signs of staining around the interior portions of the loading dock.
- Maintenance Areas There are several janitorial closets throughout the school which contain consumer quantities of non-toxic cleaners. The majority of cleaners are stored within the janitorial office and were observed to be kept in good condition.
- Generators/Fire Pumps/Compressors There is a large natural gas-powered generator located on the western side of the building that is in good condition.

Grounds

The grounds on Site include sports fields to the north and a playground to the south. The area surrounding the building is generally paved, with several parking areas and landscaped areas.

- Catch Basins There are several catch basins throughout the parking lot located to the east of
 the building. There is also a catch basin located in the loading dock area on the western side of
 the building. They discharge to the storm sewer line that runs along Abbott Road.
- Storage Tanks, Containers, Dumpsters There are three dumpsters located adjacent to the loading dock area on the western side of the building. Two of the dumpsters are for municipal waste and one is for recycling. There is also a shipping container located off the northwest corner of the building. Mr. Wilson explained that it held classroom furniture from when social distancing guidelines were in place during the Covid-19 pandemic.



- Water Supply Wells There is one water supply well that is located off the northwest corner
 of the building. Mr. Wilson stated that the well is used for maintaining and irrigating the sports
 fields on the Site grounds. He also stated that the well is maintained by the Town, and he does
 not know any details of its construction.
- Transformers There is one pad-mounted transformer located on the western side of the building adjacent to the boiler room. The concrete pad appeared in good condition with no signs of staining.
- Underground Storage Tanks A former 7,500-gallon heating oil UST, originally installed in 1966, was historically located along the western portion of the building. This UST was removed in 1992 and replaced with a 12,000-gallon heating oil UST, which was later removed in 2020.

7 Connecticut Transfer Law Status

The Connecticut Property Transfer Law Sections 22a 134 through 22a 134e of the Connecticut General Statutes requires the disclosure of environmental conditions in connection with a change in ownership of certain real properties and/or business operations. The Property Transfer Law applies only to those properties or business operations that are deemed to be "establishments" as defined under the law. The Property Transfer Law defines the term "establishment" as:

"Establishment" means any real property at which or any business operation from which (A) on or after November 19, 1980, there was generated more than one hundred kilograms of hazardous waste in any one month, (B) hazardous waste generated at a different location was recycled, reclaimed, reused, stored, handled, treated, transported or disposed of, (C) the process of dry cleaning was conducted on or after May 1, 1967, (D) furniture stripping was conducted on or after May 1, 1967, or (E) a vehicle body repair facility was located on or after May 1, 1967. For the purposes of subparagraph (A) of this subdivision, "hazardous waste" does not include universal waste.

For the purposes of filing a Form I, Form II, Form III or Form IV after October 1, 2020, if a property or business operation is an establishment, such establishment includes the entire parcel or parcels on which any such establishment is located, except as otherwise provided in this subdivision. If a property is or has been leased to two or more tenants or is or was simultaneously occupied by the owner of such property and a tenant, "establishment" means the areas on which the business operation is or was located, including the entire portion of the property leased to such business operation and any other area of such property used or occupied by such business operation. If a property is a commercial or industrial unit in a common interest community, "establishment" means the unit, the limited common elements under exclusive use of the unit owner on which the establishment is or was operated and any portion of the common area used or occupied by such unit owner. If a business operation is an establishment, such establishment includes the real property on which such business operation is or was located and the entire portion of such property used or occupied by such business operation.

"Establishment" does not include any real property or any business operation from which more than one hundred kilograms of hazardous waste was generated in any one month solely as a result of either:

(i) The one-time generation of hazardous waste in any one month, as a result of either the first time such waste was generated or such a one-

time generation since the last time a Form I, Form II, Form III or Form IV was required to be submitted;



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- (ii) One or more of the following:
- (I) Remediation of polluted soil, groundwater or sediment;
- (II) The removal or abatement of building materials or removal of materials used for maintaining or operating a building;
- (III) The removal of unused chemicals or materials as a result of the emptying or clearing out of a building, provided such removal is

supported by facts reasonably established at the time of such removal;

or

(IV) The complete cessation of a business operation, provided the waste is removed not later than ninety days after such cessation and

such cessation is supported by facts reasonably established at the time of such cessation.

"Establishment" does not include any real property or business operation that qualifies as an establishment solely as a result of the generation of more than one hundred kilograms of universal waste in a calendar month, the storage, handling or transportation of universal waste generated at a different location, or activities undertaken at a universal waste transfer facility, provided any such real property or business operation does not otherwise qualify as an establishment; there has been no discharge, spillage, uncontrolled loss, seepage or filtration of a universal waste or a constituent of universal waste that is a hazardous substance at or from such real property or business operation; and universal waste is not also recycled, treated, except for treatment of a universal waste pursuant to 40 CFR 273.13(a)(2) or (c)(2) or 40 CFR 273.33(a)(2) or (c)(2), or disposed of at such real property or business operation.

When transferring real property or a business that comprises the entire establishment, such real property or business shall not be an establishment if the conditions set forth in subdivisions (1) and (2) of subsection (I) of section 22a-134a apply to such real property or business, and the time for the commissioner to conduct an audit pursuant to subdivision (3) of subsection (g) of section 22a-134a passed without the commissioner requiring any further action or the commissioner issued a no audit letter or a successful audit closure letter pursuant to subdivision (3) of subsection (g) of section 22a-134a.

When transferring a real property or business operation that constitutes an establishment, a filing to DEEP is required unless otherwise exempt under the Property Transfer Law to address responsibility for the identification, delineation, and remediation of releases to soil, groundwater, sediment or surface water in accordance with Connecticut's Remediation Standard Regulations following the transfer.

If the Site is determined to be an establishment, DEEP reporting and involvement may be required in order to transfer the property, and DEEP will require identification, delineation, and remediation of all environmental concerns in accordance with Connecticut's Remediation Standard Regulations.

Activities that would qualify the parcels that comprise the Site or business operations that have occupied the parcel as an "establishment" have not been identified. However, should a determination as to the regulatory status of the Site with regard to the Property Transfer Law be desired, legal counsel should be consulted.



8 Data Gaps, Findings and Conclusions

8.1 Data Gaps

Standard Practice 1527-13 requires the identification and evaluation of data gaps or data failures, which are defined as a lack of or inability to obtain information required by the practice despite good faith efforts by the environmental professional to gather such information. The following data gap was identified during this investigation:

• The User and Owner/Key Site Manager Questionnaires were not returned as discussed in Section 5.0 of this report. Information obtained during this investigation that addresses this data gap includes a review of files at the State and local offices with jurisdiction over environmental conditions at the Site as well as interviews with officials from the local health and fire departments.

8.2 Findings and Conclusions

Fuss & O'Neill, Inc. prepared this Phase I ESA report in general conformance with the scope and limitations of ASTM Practice E 1527-13. Any exceptions to, or deletions from, this practice are described in *Appendix A* of this report.

8.2.1 Identified RECs

This assessment has revealed the following REC in connection with the Site:

REC-01: Former USTs

A previous 7,500-gallon heating oil UST, originally installed in 1966, was located along the western portion of the Site building adjacent to the boiler room. This UST was removed in 1992 and replaced with a 12,000-gallon UST within the same location. The Site began to transition to natural gas as its heating source in 2008 when a dual-fuel boiler and natural gas piping was installed. The Site was heated with a combination of heating oil and natural gas until 2009 when a natural gas boiler and the remaining natural gas piping was installed. The 12,000-gallon UST was removed in 2020. Contractor invoicing documented the removal of the 12,000-gallon UST and collection of soil samples, however documentation of confirmatory sampling results were not provided to us as part of this Phase I ESA.

As with any UST system, releases to surficial and sub-surficial soil can occur from overfilling or failure from piping or the tank itself.

Historical RECs

ASTM 1527-13 defines historical RECs (HRECs) as a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted residential use criteria established by a regulatory authority, without subjecting the property to any required controls (e.g., property use restrictions, AULs, institutional controls, or engineering controls).



There are no HRECs associated with the Site.

Controlled RECs

ASTM 1527-13 defines controlled CRECs (CRECs) as an REC resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (e.g., as evidenced by the issuance of a "No Further Action" letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (e.g., property use restrictions, AULs, institutional controls, or engineering controls).

There are no CRECs associated with the Site.

Other Considerations

Although not identified as an REC, the following should be considered when evaluating the Site:

There is a catch basin located within the loading dock area that should be considered at this Site.
 While there are no hazardous substances being transferred at this loading dock, there is the potential that petroleum or vehicle fluid releases from trucks/vehicles at the loading docks could occur and enter the catch basin.

8.2.2 Potential Off-Site Concerns

There were no potential off-site concerns identified for the Site.

8.2.3 Appropriateness of Investigations

Fuss & O'Neill has followed the guidelines described in ASTM E1527-13 to identify the RECs at this Site in a manner consistent with standard practice in the industry; however, as indicated in the ASTM standard, "No environmental site assessment can wholly eliminate uncertainty regarding the potential for RECs in connection with a property. Performance of this practice is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs in connection with a property, and the practice recognizes reasonable limits of time and cost."

In accordance with Section 12.6.1 of ASTM Standard Practice E 1527-13, the appropriateness of additional investigations necessary to determine the presence or absence of identified RECs was evaluated. Based on the opinion of the Environmental Professional, no additional investigations would be necessary to confirm that the conditions specified in *Section 8.2* are RECs in accordance with ASTM standards.



9 References

ASTM International, 2013, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process: ASTM Practice E 1527-13.

Connecticut Department of Environmental Protection, 1982, The Atlas of Public Water Supply Sources and Drainage Basins of Connecticut; CTDEP Natural Resources Center.

Connecticut Department of Environmental Protection, 1997, Leachate and Wastewater Discharge Sources for the Connecticut and Southcentral Coastal Basins; CTDEP Water Management Bureau.

Connecticut Department of Environmental Protection, 2011, Water Quality Standards; CTDEP, Effective February 25. 2011.

Connecticut Department of Energy and Environmental Protection, 2022, Connecticut Environmental Conditions Online, prepared in cooperation with the University of Connecticut Center for Land Use Education and Research. Retrieved online from http://cteco.uconn.edu. Accessed on May 9, 2022.

Rodgers, J., 1985, Bedrock Geological Map of Connecticut; CTDEP, Natural Resources Center, Connecticut Geological and Natural History Survey, in cooperation with the United States Department of the Interior, U.S. Geological Survey.

Handman, 1973, Depth to Bedrock, Manchester Quadrangles, Connecticut; United States Department of the Interior, U.S. Geological Survey, Map MF-452-B.

United States Geological Survey, 2022, 38 Quadrangle Connecticut-Tolland County, 7.5-Minute Series Topographic Map; United States Department of the Interior, U.S. Geological Survey, 2022. Retrieved online from: https://basemap.nationalmap.gov/arcgis/rest/services/USGSTopo/MapServer Accessed on May 13, 2022.



10 Limitations of Work Product

This document was prepared for the sole use of Tecton Architects the only intended beneficiaries of our work. Those who may use or rely upon the report and the services (hereafter "work product") performed by Fuss & O'Neill, Inc. and/or its subsidiaries or independent professional associates, subconsultants and subcontractors (collectively the "Consultant") expressly accept the work product upon the following specific conditions.

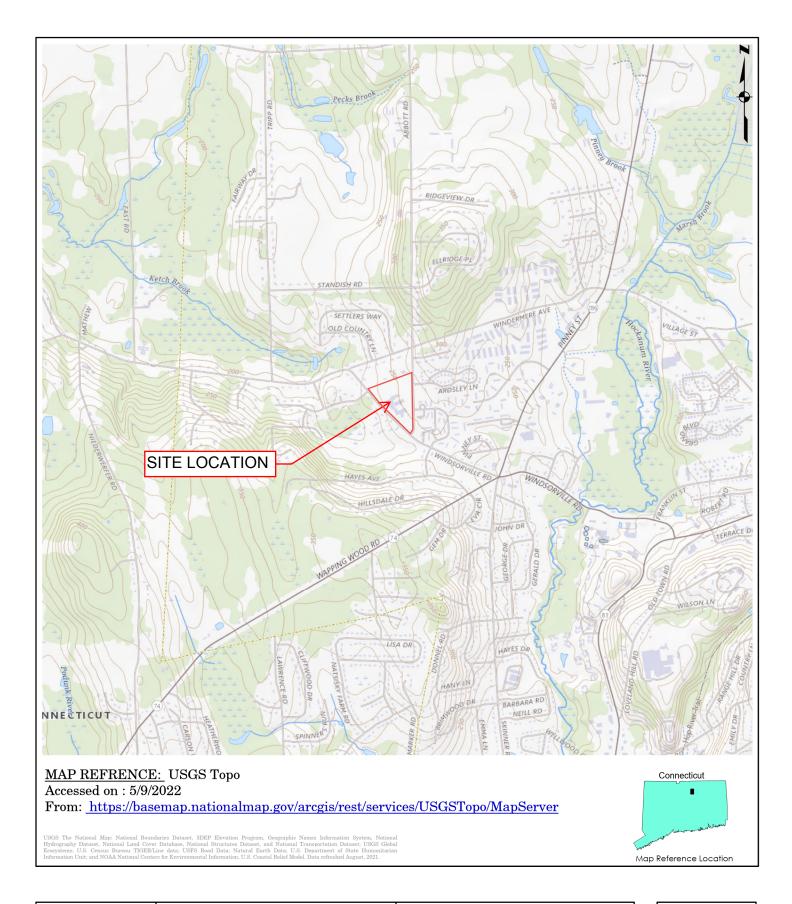
- 1. Consultant represents that it prepared the work product in accordance with the professional and industry standards prevailing at the time such services were rendered.
- 2. The work product may contain information that is time sensitive. The work product was prepared by Consultant subject to the particular scope limitations, budgetary and time constraints and business objectives of the Client which are detailed therein or in the contract between Consultant and Client. Changes in use, tenants, work practices, storage, Federal, state or local laws, rules or regulations may affect the work product.
- 3. The observations described and upon which the work product was based were made under the conditions stated therein. Any conclusions presented in the work product were based solely upon the services described therein, and not on scientific or engineering tasks or procedures beyond the scope of described services.
- 4. In preparing its work product, Consultant may have relied on certain information provided by state and local officials and information and representations made by other parties referenced therein, and on information contained in the files of state and/or local agencies made available at the time of the project. To the extent that such files which may affect the conclusions of the work product are missing, incomplete, inaccurate or not provided, Consultant is not responsible. Although there may have been some degree of overlap in the information provided by these various sources, Consultant did not attempt to independently verify the accuracy or completeness of all information reviewed or received during the course of this project. Consultant assumes no responsibility or liability to discover or determine any defects in such information which could result in failure to identify contamination or other defect in, at or near the site. Unless specifically stated in the work product, Consultant assumes no responsibility or liability for the accuracy of drawings and reports obtained, received or reviewed.
- 5. If the purpose of this project was to assess the physical characteristics of the subject site with respect to the presence in the environment of hazardous substances, waste or petroleum and chemical products and wastes as defined in the work product, unless otherwise noted, no specific attempt was made to check the compliance of present or past owners or operators of the subject site with Federal, state, or local laws and regulations, environmental or otherwise.
- 6. If water level readings have been made, these observations were made at the times and under the conditions stated in the report. However, it must be noted that fluctuations in water levels may occur due to variations in rainfall, passage of time and other factors and such fluctuations may affect the conclusions and recommendations presented herein.

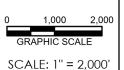


- 7. Except as noted in the work product, no quantitative laboratory testing was performed as part of the project. Where such analyses have been conducted by an outside laboratory, Consultant has relied upon the data provided, and unless otherwise described in the work product has not conducted an independent evaluation of the reliability of these tests.
- 8. If the conclusions and recommendations contained in the work product are based, in part, upon various types of chemical data, then the conclusions and recommendations are contingent upon the validity of such data. These data (if obtained) have been reviewed and interpretations made by Consultant. If indicated in the work product, some of these data may be preliminary or screening-level data and should be confirmed with quantitative analyses if more specific information is necessary. Moreover, 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, past disposal practices, the passage of time and other factors.
- 9. Chemical analyses may have been performed for specific parameters during the course of this project, as described in the work product. However, it should be noted that additional chemical constituents not included in the analyses conducted for the project may be present in soil, groundwater, surface water, sediments or building materials at the subject site.
- 10. Ownership and property interests of all documents, including reports, electronic media, drawings and specifications, prepared or furnished by Consultant pursuant to this project are subject to the terms and conditions specified in the contract between the Consultant and Client, whether or not the project is completed.
- 11. Unless otherwise specifically noted in the work product or a requirement of the contract between the Consultant and Client, any reuse, modification or disbursement of documents to third parties will be at the sole risk of the third party and without liability or legal exposure to Consultant.
- 12. In the event that any questions arise with respect to the scope or meaning of Consultant's work product, immediately contact Consultant for clarification, explanation or to update the work product. In addition, Consultant has the right to verify, at the party's expense, the accuracy of the information contained in the work product, as deemed necessary by Consultant, based upon the passage of time or other material change in conditions since conducting the work.
- 13. Any use of or reliance on the work product shall constitute acceptance of the terms hereof.



Figures





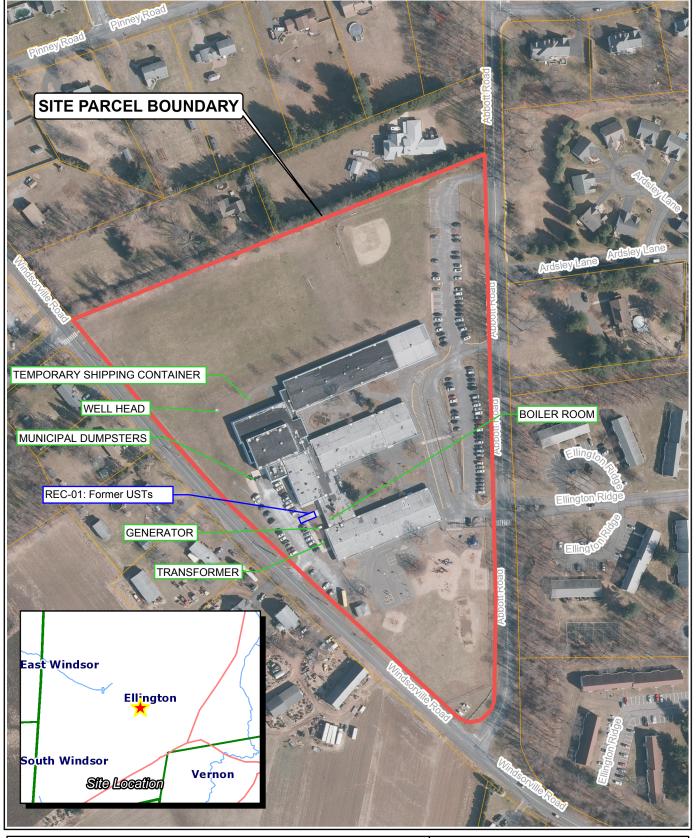


SITE LOCATION MAP Windermere Elementary School

Ellington Connecticut

PROJ No.: 20191183.A10 DATE: May 2022

FIGURE 1





Data Source(s):

- 1. Parcel boundaries, Roads, Towns CT DEEP
- 2. 2019 Orthoimagery CTECO
- 3. Sampling locations collected with a Trimble Geo 7x GPS Unit

Disclaimer: This map is not the product of a Professional Land Survey. It was created by Fuss & O'Neill, Inc. for general reference, informational, planning and guidance use, and is not a legally authoratative source as to location of natural or manmade features. Proper interpretation of this map may require the assistance of appropriate professional services. Fuss & O'Neill, Inc. makes no warrantee, express or implied, related to the spatial accuracy, reliability, completeness, or currentness of this map.

Site Plan **Windermere Elementary School** 2 Abbott Rd

ELLINGTON

CONNECTICUT

FUSS & O'NEILL

Manchester, CT 06040

146 Hartford Road

 $860.646.2469 \mid www.fando.com$

FIGURE 2

PROJ. No. 20191183.A10

DATE: MAY 2022



Appendix A

Scope of Work and Restrictions



All Appropriate Inquiry Phase I ESA Scope of Work

Fuss & O'Neill uses Standard Practice E 1527-13 as the general standards for conducting Phase I ESAs. For consistency, this scope of work is generally presented based on the outline of our standard Phase I ESA report. The descriptions of the procedures and sources for obtaining the information for each section follow the section headings. As specified by Standard Practice E 1527-13, the scope of work described below allows for use of professional judgment to determine the extent to which specific sources are reviewed.

Unless otherwise specified, the following items are not considered in the course of completing an ASTM E 1527-13 Phase I ESA:

- Asbestos, Lead (paint/plumbing), Radon, Mold, Fluorescent Light Ballasts
- Wetlands, Ecological Resources, Historical/Cultural Resources
- Regulatory and Health & Safety Compliance
- Endangered species

These items typically present little environmental risk to the grounds of a site; however, these items may be liabilities during property transfer, regulatory audits, construction, renovation, or demolition projects.

1.0 Introduction

The objective of the ESA and the party that this ESA was conducted for are identified in this section.

2.0 Site Overview

2.1 Site Information

2.1.1 Property Location, Size of Parcel, and Site Plan

Review of USGS topographic maps, local assessor and zoning maps and property description cards, field observations and sketches, and, if available, plans provided by a contact for the Site. A site plan is included that is derived from these sources.

2.1.2 Potable Water Supply and Sewage Disposal

Query the local Department of Public Works, local Engineering Department, appropriate local utilities, and/or other local municipal sources and/or a knowledgeable site contact.

2.1.3 Adjoining Land Use

Site reconnaissance and assessor's mapping.

2.2 Environmental Setting of Site

2.2.1 Physical Setting

Site reconnaissance, USGS topographic maps, available geological maps, and DEEP water quality maps and water quality standards.

2.2.2 Wetlands & Flood Zone Mapping

Query the local Planning and Zoning Department, available on-line databases, and Environmental Data Resources, Inc., an environmental database search service.

2.2.3 Radon

Determine the Site's radon propensity zone (low, medium, or high) based on USEPA Radon Zones (with State Information) map.

2.2.4 Location of Public Water Supply Sources

Site reconnaissance, DEEP water supply source mapping, and mapping available in local departments queried as part of the ESA.

2.3 Previous Environmental Investigations

Provided by the appropriate site contact or identified by other means during the course of conducting the ESA.

3.0 Site History

Site reconnaissance, knowledgeable site contacts, aerial photographs available at the State Archives and DEEP, Sanborn fire insurance maps available at the State Library, street directories available at the State Library (note that street directories are reviewed at approximately five-year intervals, but may be reviewed at smaller intervals for multi-tenant properties), and local municipal sources (Tax Assessor, Health Department, Building Department, Engineering Department, Planning and Zoning Department, and Fire Marshal).



4.0 Federal, State, and Local File Review

4.1 Summary of Regulatory Database Information

Regulatory databases specified by Standard Practice E 1527-13 are reviewed using Environmental Data Resources, Inc.

The report provided by Environmental Data Resources, Inc. is reviewed in detail. Sites that are inferred to present a significant risk to adversely impact the Site are identified and explained within the ESA report. However, sites inferred to pose little risk to adversely impact the Site are disclaimed within the attached Environmental Data Resources, Inc. report.

4.2 DEEP File Review

DEEP Orders, Notices of Violation, Connecticut Transfer Act Forms, Reports, and Correspondence files for the Site are requested from the DEEP's Environmental Quality Records File Room. If available, these files are reviewed for pertinent information, which is either copied or noted.

CTDEP Connecticut Leachate and Wastewater Discharge Source maps are reviewed to identify any sites within one-half mile of the Site that may adversely impact the Site.

4.3 Local File Review

Files for the local municipal Tax Assessor, Building Department, Planning and Zoning Department, Health Department, and Fire Marshal are reviewed.

5.0 User Provided Information

Information provided by the user as required by the practice is discussed in this section.

6.0 Site Reconnaissance, Interviews

6.1 Interviews

An attempt needs to be made to interview the owner and/or a key site manager identified by the owner. Note the owner can be the key site manager. Prior to conducting the interview, send the Owner/Key Site Manager Questionnaire. A reasonable attempt needs to be made to interview the owner/key site manager during the site visit.

6.2 Site Reconnaissance

Field observations the results of required interviews are discussed in this section. In addition, surveys conducted to identify non-scope considerations are addressed.

7.0 Connecticut Transfer Law Status

Based on information obtained as part of the ESA, our opinion regarding the site's status with respect to the Connecticut Transfer Act is provided.

Hazardous waste manifests may be requested from DEEP or appropriate site contact to help resolve questions regarding the quantity of hazardous waste generated at the site.

8.0 Data Gaps, Findings and Conclusions

Data gaps relevant to the identification of recognized environmental conditions are discussed and recognized environmental conditions are summarized in this section. In addition, recommendations for further investigations and surveys conducted to identify non-scope considerations are addressed as well.

9.0 References

References used as part of the ESA are presented here.



Appendix B

Town File Information

TOWN OF ELLINGTON INSPECTION CARD

JOB LOCATION: 2 Abbott RQ

DATE: 11-13 -0 8

OWNER: Town

BUILDING PERMIT NO. 33760

CONTRACTOR: TE W . Chance

DESCRIPTION: new duci fuel boilor system

CLASS	DATE	INSPECTOR'S SIGNATURE
Preliminary Inspection	The state of the s	
Footing Inspection Soil Bearing Conditions, Etc.		
Foundation Wall Inspection, Column Bases, Stair Foundation, Steel Reinforcing, Anchor Bolts, Waterproofing, Footing Drains		
Building Location		
Building Framing, Studs, Floor Joists and Spans, Bridging, Nailing, Headers and Beams, Rafters, Trusses, Insulation Stops, Lumber Grade, Lalley Columns and Caps, Louver Openings, Ventilation, Window Size, Ceiling Joists, Collar Ties, Fire Stops and Blocking		
Fireplace and Chimney Inspection		
Rough Plumbing Underground Rough		
Rough HVAC		
Rough Electrical and Grounding Underground Rough		

SBOTT RD

MP-2009-0137

CONNECTICUT TOWN OF ELLINGTON

GIS #:	159	
Мар:	008	
Block:	010	
Lot:	0000	
Permit:	HVAC	Section
Category:	HVAC	
Permit #	MP-2009-0137	
Project #	JS-2009-000366	
Est. Cost:	The state of the s	
Fee Charged:	\$0.00	ì
Balance Due:	\$.00	
# of Fixtures:		
DigSafe #		



HVAC PERMIT

Project # JS-200	PERMISSION IS HEREBY GRANTED TO:	
Est. Cost:	Contractor: License:	Expires:
Fee Charged: \$0.00	NEW ENGLAND MECHANICAL S	3. Let 12.
Balance Due: \$.00	Owner: ELLINGTON TOWN OF WINDERMERE SCHOOL	
# of Fixtures:	Applicant: ELLINGTON TOWN OF WINDERMERE SCHOOL	
DigSafe #	AT: 2 ABBOTT RD	
UseGroup		
ConstClass		

ISSUED ON:

AMENDED ON:

EXPIRES ON:

TO PERFORM THE FOLLOWING WORK:

New duel fuel Boiler System TR # 33760

THIS PERMIT MAY BE REVOKED BY THE TOWN OF ELLINGTON UPON VIOLATION OF ANY OF ITS RULES AND REGULATIONS.

This Permit shall be a license to proceed with the work and not be construed as authority to violate, cancel or set aside any of the provisions of the Connecticut Building Code and/or the Town of Ellington.

This Permit shall become invalid if the authorized work is not commenced within six months or is suspended or abandoned for a period of six months

All posterior designation by thus applications have been as BUILDING OFFICIAL

Feter R Williams

is of the poorer and annihilant that all work appell Signature:

Fee Type:	Receipt No:	Date Paid:	Check No:	Amount:
Building	REC-2009-000667	10-Nov-08	N/A	\$0.00

APPLICATION FOR MECHANICAL PERMIT TOWN OF ELLINGTON, CONNECTICUT

Brief Description of work to be done: Replace 2 boilers, Replace 3-burners to dual fuel, Pipe in gas line to biler mom. (Boilers - HB S with - Burners Power Flame) Property Owner: Ellington Schools Address: 2 Abbott Hd City: Ellington State: C7 Zip: Phone:	
City:	
	 ን
Applicant/Contractor: Address: City: New England Mendanical Services 166 Tunnel Rd State: CT Zip: 06066 Registration/License: HTG-0302974-51 Phone: 860 871-1111	
Estimated Cost: 132,000.00 Fee:	

All work covered by this application has been authorized by the Owner of the property and it is the onus of the owner and applicant that all work applied for comply with all codes and regulations of the Town of Ellington.

Before work is started and when required inspections are due the Building Department of the Town of Ellington requires 24 hr notice in order to properly schedule field visits. It is the responsibility of the Owner or his Agent to inform the Building Department when required inspections are needed.

Applicant's Signature

// 16/80% Date

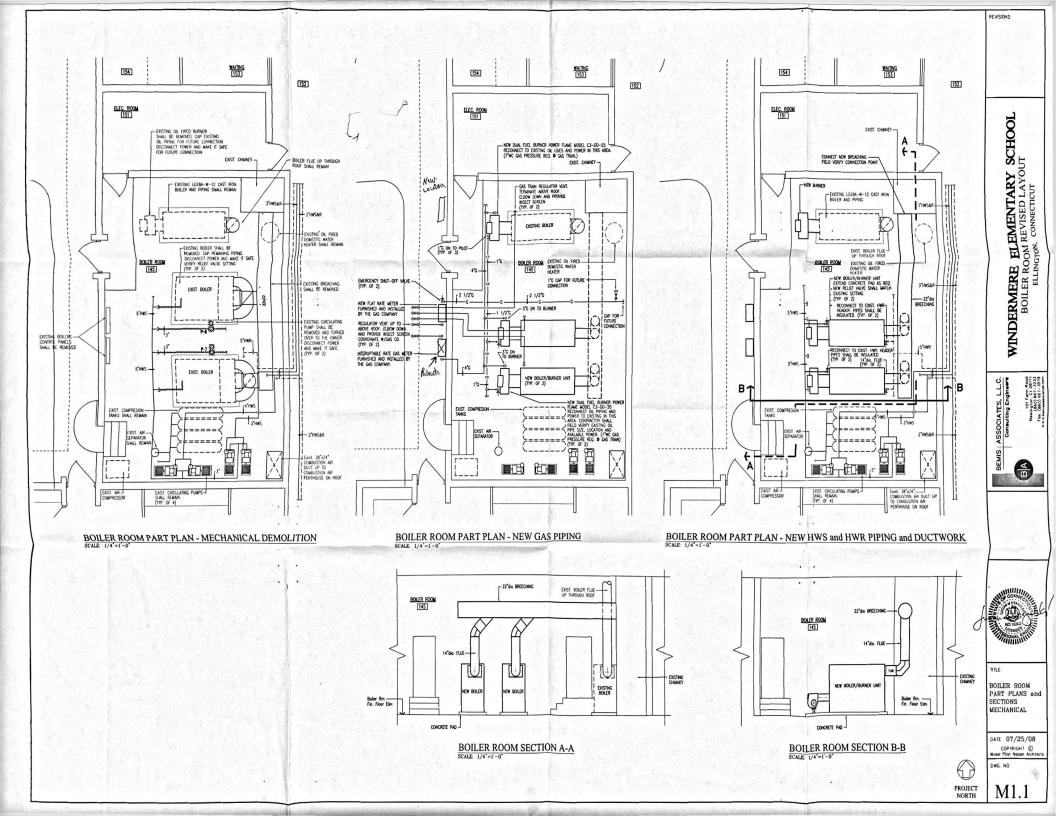
Additional information will be needed to be submitted with this application. Please contact the Building Department for exact requirements for the type of work being applied for.

APPLICATION FOR MECHANICAL PERMIT TOWN OF ELLINGTON, CONNECTICUT

Location of Job: Windermere School
Parcel/Map # : Lot # :
Brief Description of work to be done: <u>Disconnect existing proprine</u> tank. Provide new connecting pipe for Notural Bas to new meter. Provide + install new gas burner for Not water tank.
Property Owner: Town of Ellington Schools Address: 2 Abbott Rd City: Ellington State: CT Zip: 06029 Phone: 800 896-2300
Applicant/Contractor: Emor/ New Everland Mechanical Scorres Address: 166 Tannel Rel City: 1/evron State: C7 Zip: 06066 Registration/License: Phone: 360
Estimated Cost: \$7,500,000 Fee:
All work covered by this application has been authorized by the Owner of the property and it is the onus of the owner and applicant that all work applied for comply with all codes and regulations of the Town of Ellington.
Before work is started and when required inspections are due the Building Department of the Town of Ellington requires 24 hr notice in order to properly schedule field visits. It is the responsibility of the Owner or his Agent to inform the Building Department when required inspections are needed.

Additional information will be needed to be submitted with this application. Please contact the Building Department for exact requirements for the type of work being applied for.

Building Department Phone 870-3124



windermere School

Underground Rough

TOWN OF ELLINGTON INSPECTION CARD

JOB LOCATION: 2 A bboth TO-DATE: OWNER: Town BUILDING PERMIT NO. 34480 CONTRACTOR: 7 & mech. Sensices DESCRIPTION: DIS conne ct Propane tant. PIP- for NET. Gas. New Gas butner INSPECTOR'S DATE **CLASS** SIGNATURE **Preliminary Inspection Footing Inspection** Soil Bearing Conditions, Etc. Foundation Wall Inspection, Column Bases, Stair Foundation, Steel Reinforcing, Anchor Bolts, Waterproofing, Footing Drains **Building Location** Building Framing, Studs, Floor Joists and Sparts, Bridging, Nailing, Headers and Beams, Rafters, Trusses, Insulation Stops, Lumber Grade, Lalley Columns and Caps, Louver Openings, Ventilation, Window Size, Ceiling Joists, Collar Ties, Fire Stops and Blocking Fireplace and Chimney Inspection **Rough Plumbing Underground Rough** Rough HVAC **Rough Electrical and Grounding**

2 ABBOTT RD

159

800

010

0000

HVAC HVAC

GIS#:

Map: Block:

Lot: Permit:

Category

MP-2010-0008

Expires:

CONNECTICUT TOWN OF ELLINGTON



HVAC PERMIT

Cutcgory.	IIVAC	
Permit #	MP-2010-0008	[2007년]
Project #	JS-2010-000038	PERMISSION IS HEREBY GRANTED TO:
Est. Cost:		Contractor: License:
Fee Charged	: \$45.00	NEW ENGLAND MECHANICAL S
Balance Due	:: \$.00	Owner: ELLINGTON TOWN OF WINDERMERE SCHOOL
# of Fixtures	:	Applicant: ELLINGTON TOWN OF WINDERMERE SCHOOL
DigSafe #		AT: 2 ABBOTT RD
UseGroup		
ConstClass		
ISSUEL	ON: 20-Jul-2009	AMENDED ON: EXPIRES ON:

TO PERFORM THE FOLLOWING WORK:

Disconnect Existing Propane Tank. Provide new Connecting Pipe for Natural Gas to new Meter. Install new Gas Burner for Hot Water Tank.

TR # 34480

THIS PERMIT MAY BE REVOKED BY THE TOWN OF ELLINGTON UPON VIOLATION OF ANY OF ITS RULES AND REGULATIONS.

This Permit shall be a license to proceed with the work and not be construed as authority to violate, cancel or set aside any of the provisions of the Connecticut Building Code and/or the Town of Ellington.

This Permit shall become invalid if the authorized work is not commenced within six months or is suspended or abandoned for a period of six months help covered by this medication has been orthopically the

BUILDING OFFICIAL	Peter R Williams
Signature:	

Fee Type:	Receipt No	: Date Paid:	Check No:	Amount:
	REC-2010-	000087 20-Jul-09	N/A	\$45.00
Building	REC-2010-	.000087 20-Jul-09	N/A	ψ+3.00

APPLICATION FOR MECHANICAL PERMIT TOWN OF ELLINGTON, CONNECTICUT

AbboH RQ Location of Job: Windermere: Parcel/Map #: Lot #: Brief Description of work to be done: Disconnect existing Provide new connecting · Provide + instal **Property Owner:** CFM Ellinaton Ellington Schools Address: Abbett City: State: CT Zip: 06029 Phone: 860 896-2300 **Applicant/Contractor:** Emor/ New England Mechanical Services Address: annel State: CT Zip: 06066 City: 1/ernous Registration/License: Phone: 860 Estimated Cost: \$7,500,00 Fee:

All work covered by this application has been authorized by the Owner of the property and it is the onus of the owner and applicant that all work applied for comply with all codes and regulations of the Town of Ellington.

Before work is started and when required inspections are due the Building Department of the Town of Ellington requires 24 hr notice in order to properly schedule field visits. It is the responsibility of the Owner or his Agent to inform the Building Department when required inspections are needed.

Applicant's Signature 7-1

Additional information will be needed to be submitted with this application. Please contact the Building Department for exact requirements for the type of work being applied for.

Building Department Phone 870-3124

TOWN OF ELLINGTON INSPECTION CARD

JOB LOCATION: 2 Abboth Rd DATE: 7-19-05 OWNER: Town of Ellington BUILDING PERMIT NO. 29028

CONTRACTOR: Superior Energy

DESCRIPTION: Remove replace propone tank & gas line INSPECTOR'S **CLASS** DATE **SIGNATURE Preliminary Inspection** Footing Inspection Soil Bearing Conditions, Etc. Foundation Wall Inspection, Column Bases Stair Foundation, Steel Reinforcing, Ancho Bolts, Waterproofing, Footing Drains **Building Location** Building Framing, Studes, Floor Joists and Spans, Bridging, Nailing, Headers and Beams, Rafters, Trusses, Insulation Stops, Lumber Grade, Lalley Columns and Caps, Louver Openings, Ventilation, Window Size, Ceiling Joists, Collar Ties Fre Stops and Blocking Fireplace and Chimney Inspection Rough Plumbing Rough HVAC

Rough Electrical and Grounding

APPLICATION FOR PLUMBING PERMIT TOWN OF ELLINGTON, CONNECTICUT

29028

Location of Job: Windermere School 2 Abbott Road
Parcel/Map # : Lot # :
Brief Description of work to be done: Remove and replace 500 gallone propane tank and gas line to building.
Property Owner:
Applicant/Contractor: Address: City: Superior Energy, C.C.C. 994 Hartford Turnpike, P.O. Box 60 Vernon State: Ct Zip: 000066. Registration/License: 392785 Phone: 860 875-6221.
Estimated Cost: \$\preceq 5,300,00\$ Fee: \$\square\$
All work covered by this application has been authorized by the Owner of the property and it is the onus of the owner and applicant that all work applied for comply with all codes and regulations of the Town of Ellington. Before work is started and when required inspections are due the Building Department of the Town of Ellington requires 24 hr notice in order to properly schedule field visits. It is the responsibility of the Owner or his Agent to inform the Building Department when required inspections are needed.
Applicant's Signature Date

Additional information will be needed to be submitted with this application. Please contact the Building Department for exact requirements for the type of work being applied for.

Building Department Phone 870-3124

TOWN OF ELLINGTON INSPECTION CARD

JOB LOCATION: 2 Abbott Rd. DATE: 10-11-91

OWNER: windermere School

CONTRACTOR: Stack, Inc.

CLASS JOB: FUEL + ANK BUILDING PERMIT NO. 11865

CLASS	DATE	INSPECTOR'S SIGNATURE
Section 111.1 Preliminary Inspection	10/11/91	agl
Footing Inspection Soil Bearing Conditions, Etc.	- No. 10 Annual Profession Section 1	
Wall Inspection, Column Bases, Stair Foundation, Steel Reinforcing, Anchor Bolts, Waterproofing, Footing Drains		
Building Location, First Floor and Basement Elevations, Rough Grading, Surveyor's Verification		
Building Framing, Studs, Floor Joists and Spans, Bridging, Nailing, Headers and Beams, Rafters, Trusses, Insulation Stops, Lumber Grade, Lalley Columns and Caps, Louver Openings, Ventilation, Window Size, Ceiling Joists, Collar Ties, Fire Stops and Blocking		
Fireplace and Chimney Inspection		
Roofing, Nailing, Louvers, Exterior Decks, Siding and Grounding, Exterior Stairs		
Rough Plumbing and Heating, Water Test, Etc.		
Rough Electrical and Grounding	12/02/41	N

scription of work to be done: — Kern	noval/repl	acement	- UST 7500 Kout !	<u>D</u> KJN - - - - -
Actual CostFee	Minimum Fee \$6.00 Building Official May Demand Affidavit of Actual Cost	FEE SCHEDULE \$6.00/\$1,000	Application is hereby Approved Disapproved L.J. CONNELLY OCT 1 1991 Date Inspector	
Applicant Stack, The Address 18 Cells Tyle Carle City (New York) 11	Mindermere School Owner IDWA OF Ellington Address 2 Abbott Rd City Ellington State OT Tel. No. ZipCLOOP	Location of Job 2 PHONOTH POZONE MINDERMENT NO. APARTMENT NO.	APPLICATION FOR GENERAL BUILDING PERMIT Registration No	TOWN OF ELLINGTON RUILDING DEPARTMENT

APPLICATION FOR ELECTRICAL PERMIT

(Continued from Reverse Side)

☐ New Service	Overhead Service	☐ Single Phase
Service Change	Underground Service	☐3 Phase
Number of meters	Size of entrance switch	
Type-main current protection	Size-service entrance conductors	
Make	Model of pane	el load center
	Number of spare spaces available)
	Model Siz	
Sub panel feeders size		
Number spaces in sub panel	Number spare spaces available	
Range circuit-type & size wire	Dryer circuit-type & size of wire .	
Appliance circuit-type & size wire	Light circuits-type & size wire	
Heat circuits-type & size wire	Other circuits-type & size wire	
Largest single motor	Total motor HP	νο <u></u>
Number ground fault circuits	Number heat circuits	
Number lighting circuits	Number appliance circuits	
Number misc. circuits	TOTAL number of circuits	No.
Number of switches	Number of light fixture outlets	
Number of convenience outlets	Number of misc. outlets	
Remarks and further details LEAK Details	eticn equipment and over s	Cil) Alarms
	and the second of the second o	
Engineering for electrical work on one or two fasubmitted by the licensed El contractor for his pand all structures with a proposed total square for Building Official shall be prepared and submitt State of Conn. in the electrical field. All work covered by this application has been a applicant that work applied for comply with a Date Tel. No.	proposed work. Engineering for electrical wor botage in excess of 5000 sq. ft. or any structur ted by a State of Connecticut registered engineering this pro-	re deemed necessary by the neer being certified by the perty and it is the onus of

TOWN OF ELLINGTON, CONNECTICUT **DEPARTMENT OF TOWN FIRE MARSHAL** P.O. Box 187 06029

T: (860) 870-3126 F: (860) 870-3122



NOTICE OF INTENT to TEMPORARILY or PERMANENTLY CLOSE IN PLACE OF REMOVE ANY UNDERGROUND FLAMMABLE or COMBUSTIBLE LIQUIDS STORAGE TANK on ALL PROPERTIES **EXCEPT SINGLE or TWO-FAMILY RESIDENTIAL PROPERTY**

INSTRUCTIONS to the Property Owner:

The 2015 Connecticut Fire Prevention Code (the Code) requires that you, AS THE PROPERTY OWNER, notify this Department of your intent to temporarily or permanently close in place or remove any flammable or combustible liquid underground storage tank on any property OTHER THAN SINGLE OR TWO-FAMILY RESIDENTIAL PROPERTY. For such work within the Town of Ellington the filing of this form with this Department AT LEAST ONE WEEK PRIOR TO THE START OF SUCH WORK is required. It is also required that you provide a minimum of 72 hours notice prior to the actual removal of the tank from its grave by calling 860-870-3126 and leaving a message. Additionally, a Building Dept. permit for such work is required. A Fire Marshal inspection may be conducted during the course of the work, at our discretion. Specific approval by this Department is required before any tank may be abandoned in place. This form must be completed in its entirety and you must provide copies of all documentation related to this work, including photos that might be taken. Failing this shall cause you to be in violation of the Code.

IN THE EVENT OF AN ACCIDENT, FIRE, EXPLOSION AND/OR SPILL: you must notify the fire department immediately by calling 911. The fire department shall notify this department and an investigation shall be conducted. A result of that investigation may be that you are held legally responsible and charges may be filed at Superior Court at the discretion of the Fire Marshal. Do not notify the fire department if contamination is

found at the excavation site. Do notify the Connecticut Department of Energy and Environmental Protection, Oil and Chemical Spill Section at 860-566-3338. DEEP shall instruct you as to how you must proceed in that event. DEEP shall notify this Department and an investigation may be conducted as referenced above. SEE STATE OF CONNECTICUT CONTRACTOR LICENSING REQUIREMENTS, BELOW. Property Address: Legal Owner(s) of Property; Name(s): 2 Abbot Road Ellington Board of Education Occupancy Type: 47 Main Street Ellington, CT 06029 Windermere School Telephone(s): Attn: Rebecca Gonzalez 860-324-5344 Size (Capacity) of Tank to be Temporarily 12,000 Closed/Removed/Abandoned in Place: Methodology: (Use the back side of this form if additional space is necessary.) FOR ALL METHODS, explain the metering system and method you will use to render the tank atmosphere safe for work and transport: Industrial Scientific M40 Four Gas/LEL Meter COMPLETE REMOVAL: If Tank is to be removed, explain destination (exact physical location, i.e. company name and address) of tank following removal: Town of Manchester Landfill 311 Olcott Street Manchester, CT 06040 ABANDONMENT IN PLACE; this requires specific Fire Marshal approval and the reason for this necessity and the method to be utilized must be explained: Following this removal/abandonment, will any underground flammable or combustible liquids storage tank(s) remain upon the premises?

NO TYES: Please Explain below: Exact Location of Tank to be Removed/Abandoned (include sketch on back, if appropriate). Be specific: off the driveway to the parking lot near the walkway STATE OF CONNECTICUT LICENSING REQUIREMENTS Single and two-family residential buildings are not regulated by this department and are, therefore, exempt from the requirements contained herein. However, licensing requirements for work in those same buildings are regulated by the CT Dept. of Consumer Protection. At a minimum, use of registered Home Improvement Contractors at residential buildings with three or four dwelling units is required for the dismantling of the piping system. Use of licensed Heating and Plumbing Contractors is required at all other occupancies and are acceptable for all work at all occupancies, including the three and four-family occupancies in place of the Home Improvement Contractors. Contractor: Name Contractor: Name Tankworks / Scott Brickey Address: Address: 360 East Center St Manchester, CT 06040 License No.: Phone: License No.: 860-646-3348 0208624 Scope of Work to be Performed: Scope of Work to be Performed: Removal of 2000 gallon underground oil tank Contractor's Signature Date: Contractor's Signature: Date: 4/27/2020 OWNER(S) RESPONSIBILITIES. I understand that, as the owner of this property, I have a legal obligation to: (1) ensure that this underground storage tank removal be done in strict accordance with the regulations of the State of Connecticut; the hiring of a licensed contractor shall meet that obligation; and (2) file this form at least one week in advance of this work; failure to provide 72 hours notice prior to actual removal of the tank from its grave is a violation of the Code as determined by the Fire Marshal. The regulations are available at the Department of Lown Fire Marshal. Printed Name: Signature (Requires **Brian Greenleaf** 5/7/2020

UNDERGROUND STORAGE FACILITY MOTIFICATION

(If checked, enter No.)

FIRST NOTIFICATION

OR

b. SUBSEQUENT NOTIFICATION

SECTION A

SITE I.D.

STATE OF CONNECTICUT
Department of Environmental Protection UNDERGROUND STORAGE FACILITIES PROGRAM HAZARDOUS MATERIALS MANAGEMENT UNIT 165 Capitol Avenue, Hartford, CT 06106

TEL. 566-4630

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D. GRID COORDINATES

PLEASE TYPE. ALL THREE COPIES MUST BE LEGIBLE!

Refer to INSTRUCTIONS FOR FILING NOTIFICATION before completing form.

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21. COM	AMENTS:										and am familiar with the information submitted	d in this a	nd all atta	ched doc	uments a	nd that	X						
											based on my inquiry of those individuals information, I believe that the submitted in												1
											Penalties: any owner who knowingly fails to	notify sha	II be subje	ect to a civ	il penalty	not to	22c. N	AME (T)	pe or Pr	int)			
5											exceed \$10,000 for each tank for which notifical is submitted.	tion is not	given or f	or which f	alse infor	mation							

COPY 2: SEND TO LOCAL FIRE MARSHAL

(If checked,

NOTIFICATION

SUBSEQUENT

5/75

Example

30

5000

SECTION A

SECTION B



A-LI

STATE OF CONNECTICUT Department of Environmental Protection UNDERGROUND STORAGE FACILITIES PROGRAM HAZARDOUS MATERIALS MANAGEMENT UNIT 165 Capitol Avenue, Hartford, CT 06106

TEL. 556-4630 PLEASE TYPE, ALL THREE COPIES MUST BE LEGIBLE!

Refer to INSTRUCTIONS FOR FILING NOTIFICATION before completing form.

Heating fuel #2

	-
ACCUMENTS IN THE EAST AND IN	.,
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SOUTH THE PARTY OF THE REAL PROPERTY.	

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	D. GRID COORDINATE
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4.	LOCATION OF FACILITY	WINDERMERE SCHOOL	NO. AND STREET RD . NEAREST INTERSECTING STREET RD . ABBOTRD: WINDSORVILLE	CITY OR TOWN ST	TA
	BUSINESS NAME AND MAILING ADDRESS	WINDERMERE SCHOOL	P.O.BOX 247		TA
7.	FACILITY OWNER	ELLINETON BOARD OF ED.	NO. AND STREET 47 MAIN ST.		TAT
	TYPE OF OWNER		MUNICIPAL G.S.A. No.).	
9.	OPERATOR/CONTACT PERSON	WILLIAM R FLINTSR.	NO. AND STREET HOMAIN ST.	ELLINGTON ST	TAT
10	DATE OF INSTALLATION (Mo./Yr.)	DATE	13. TYPE OF CONTENTS- CONTENTS CHEMICAL NAME OF PRINCIPAL SUBSTANCE (not trade name.) (Fater C A S No. If known)	16.PROTECTION 17. INTEC PIPING 17. INTEC PIPING 18. 89 18. 89 18. 89 18. 89 19. 80 10. 10. 10. 10. 10. 10. 10. 10. 10. 10.	SY

1, 1,1,- Trichloroethane X Example 8000 X 7/60 8/78 CAS #79016 A-4 HEATING FUEL # 2 7-66 7520 X X

X

(Mo./Yr.)

20. HAVE YOU ATTACHED SKETCH OF TANKS AND LOCATION? X

21. COMMENTS:

SECTION

22. CERTIFICATION: I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. Penalties: any owner who knowingly fails to notify shall be subject to a civil penalty not to exceed \$10,000 for each tank for which notification is not given or for which false information is submitted.

X William PElmit

22c. NAME (Type or Print)

WILLIAM R FLINT

The Assessor's office is responsible for the maintenance of records on the ownership of properties. Assessments are computed at 70% of the estimated market value of real property at the time of the last revaluation which was 2020.



Government

Information on the Property Records for the Municipality of Ellington was last updated on 5/5/2022.



Parcel Information

Location:	2 ABBOTT RD	Property Use:	School	Primary Use:	Elementary School
Unique ID:	00015100	Map Block Lot:	008 010 0000	Acres:	14.11
490 Acres:	0.00	Zone:	R	Volume / Page:	0069/0549
Developers Map / Lot:	14.11 AC	Census:	0000		

Value Information

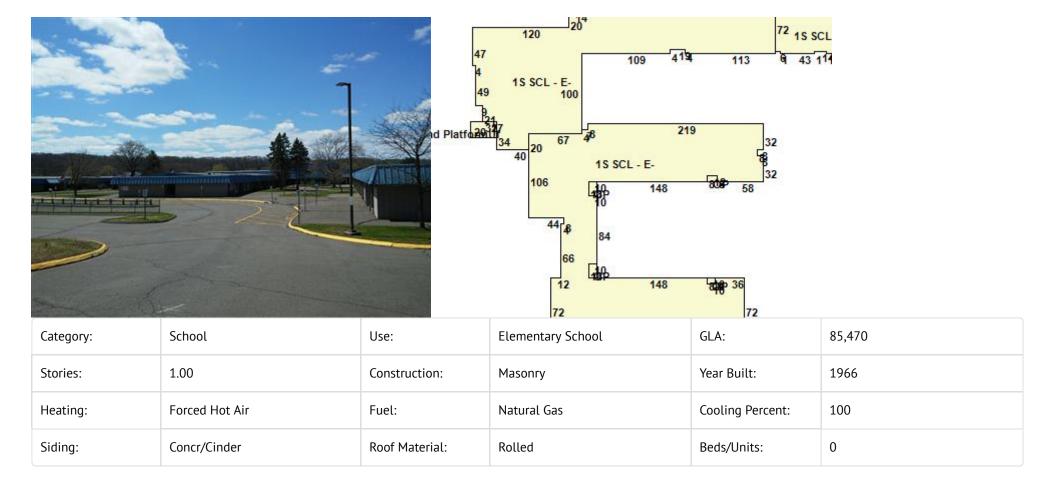
	Appraised Value	Assessed Value
Land	2,352,510	1,646,760
Buildings	9,047,030	6,332,920
Detached Outbuildings	235,130	164,590
Total	11,634,670	8,144,270

Owner's Information

Owner's Data

ELLINGTON TOWN OF WINDERMERE SCHOOL
SUPERINTENDENT OF SCHOOLS
PO BOX 157
ELLINGTON, CT 06029-0157

Building 1



Special Features

Wet Sprinklers	85470

Attached Components

Туре:	Year Built:	Area:
Loading PlatformUfin	1966	640
Open Porch	1966	96

Туре:	Year Built:	Area:
Open Porch	1966	80
Open Porch	1966	64
Open Porch	1966	180
Open Porch	1966	80
Open Porch	1966	180

Detached Outbuildings

Туре:	Year Built:	Length:	Width:	Area:
Tennis Courts	1970	0.00	0.00	1
6 Ft Chain Fence	1966	0.00	0.00	6,000
Detached Garage	1994	0.00	0.00	432
Paving	2005	0.00	0.00	118,000
Light Poles	1970	0.00	0.00	30
Frame Shed	1994	0.00	0.00	240

Owner History - Sales

Owner Name	Volume	Page	Sale Date	Deed Type	Sale Price
ELLINGTON TOWN OF WINDERMERE SCHOOL	0069	0549	07/07/1964	Warranty Deed	\$25,000

Owner Name	Volume	Page	Sale Date	Deed Type	Sale Price	
ROTHE HENRY R JR	0043	0800	09/12/1934		\$0	

Building Permits

Permit Number	Permit Type	Date Opened	Reason
K43992	HVAC	04/16/2018	REPLACE HVAC
2017-0148	CO Issued	11/01/2016	CO 4/4/2014 RENOVATIONS
39727	Plumbing	05/27/2014	FOR WIND SCHOOL RENOV
39728	Heating	05/27/2014	FOR WIND SCHOOL RENOV
39729	Electrical	05/27/2014	FOR WIND SCHOOL RENOV
39493	Comm Renovations	05/01/2014	WIND SCHOOL RENOVATIONS
38743	Electrical	06/27/2013	CAT 6 CABLE FOR WIRELESS ACCESS POINTS.
37624	Miscellaneous	06/19/2012	ANNUAL OPEN PERMIT FOR PLUMBING/ELECTRICAL/HVAC/REPAIRS AS NEEDED.
36544	Miscellaneous	07/26/2011	ANUAL OPEN PERMIT FOR ELECTRICAL PLUMBING, HVAC REPAIRS AS NEEDED
36540	Electrical	07/21/2011	WIRING OF ELECTRIC PHONE/DATA IN NEW PARTITION TO SPLIT CLASSROOM INTO 3 OFFICES.
36541	Electrical	07/21/2011	ELECTRICAL WIRING IN NEW PERMANENT PARTITION.
36488	Miscellaneous	07/11/2011	BLD PERM. WALL BTW COMPUTER RM + ADJ. CLASSROOM.
36489	Miscellaneous	07/11/2011	DIVIDE CLASSROOM INTO 3 ROOMS FOR SPEECH THERAPIST.
34480	Heating	07/20/2009	DISCONNECT EXT LP TANK. PROVIDE NEW CONNECTING PIPE FOR NATURAL GAS TO NEW METER. INSTALL NEW GAS BU

Permit Number	Permit Type	Date Opened	Reason
33760	Boiler	11/13/2008	NEW DUEL FUEL BOILER SYSTEM
30565	Security System	07/06/2006	CAMERA SYSTEM FOR SECURITY
29028	Gas Line	07/19/2005	500 GAL PROPANE TANK & GAS LINE REPLACEMENT
28942	Electrical	06/28/2005	ELECTRICAL WIRING FOR NEW WELL PUMP
28212	Miscellaneous	04/01/2005	ANNUAL OPEN PERMIT FOR ELECTRICAL,PLUMBING,HVAC REPAIRS AS N
EP0212	Security System	02/11/2003	EP-2003-0212-SECURITY SYSTEM
24438	Comm Renovations	01/13/2003	CHANGE CRASHBARS & EMER GLASS BREAK UNITS. MISC OTHER CHANGE
OP-03-0046	CO Issued	08/27/2002	ADDITION COMPLETE
MP0180	HVAC	05/22/2002	MP-2002-0180-HEATING FOR ADDITION
PP0102	Plumbing	05/17/2002	PP-2002-0102-PLUMBING FOR ADDITION
EP0178	Electrical	04/26/2002	EP-2002-0178-ELECTRIC FOR ADDITION
PP0034	Outbuilding/Yard Item	03/18/2002	PP-2002-0034-FIRE PROTECTION FOR ADDITION
22645	Addition	01/09/2002	ADDITION
18814	Electrical	05/03/1999	Electric for Phone Terminal
17379	Miscellaneous	05/11/1998	NEW GROUND SI
16590	Electrical	08/01/1997	DATA WIRING
13343	Miscellaneous	03/29/1994	FLOOR IN SHED
13304	Comm Renovations	02/25/1994	ADDITIONS AND ALTERATIONS

Information Published With Permission From The Assessor

Invoice



360 E Center St Manchester, CT 06040 860-646-3348 Lily@TankworksCT.com

BILL TO

Ellington Board of Education Attn: Rebecca Gonzalez 47 Main Street PO Box 179 Ellington, CT 06029

INVOICE#	DATE	TOTAL DUE	TERMS	ENCLOSED
1529	05/11/2020	\$18,275.00	Upon	
			Completion	

DESCRIPTION	AMOUNT
Work Performed At: Windermere School 2 Abbott Road Ellington, CT	
Removal and Disposal of (1) 12,000 Gallon Underground Heating Oil Tank	17,475.00
Disposal of Concrete from On Top of Underground Oil Tank	800.00
Removal and Disposal of Sludge from Bottom of Oil Tank Included	0.00
9 Soil Samples Included	0.00
Ellington BOE Purchase Order # 3494	

\$18,275.00



Appendix C

Environmental Database Search Environmental Data Resources, Inc. (EDR) Windermere Elementary School 2 Abbott Road Ellington, CT 06029

Inquiry Number: 6969803.3

May 06, 2022

Certified Sanborn® Map Report



Certified Sanborn® Map Report

05/06/22

Site Name: Client Name:

Windermere Elementary Schoc Fuss & O'Neill

2 Abbott Road 146 Hartford Road

Ellington, CT 06029 Manchester, CT 06040

EDR Inquiry # 6969803.3 Contact: Alex Robotham



The Sanborn Library has been searched by EDR and maps covering the target property location as provided by Fuss & O'Neill were identified for the years listed below. The Sanborn Library is the largest, most complete collection of fire insurance maps. The collection includes maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow, and others. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by the Sanborn Library LLC, the copyright holder for the collection. Results can be authenticated by visiting www.edrnet.com/sanborn.

The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

Certified Sanborn Results:

Certification # 42F1-4D6A-B2D5

PO# NA

Project Windermere Elementary School

UNMAPPED PROPERTY

This report certifies that the complete holdings of the Sanborn Library, LLC collection have been searched based on client supplied target property information, and fire insurance maps covering the target property were not found.



Sanborn® Library search results

Certification #: 42F1-4D6A-B2D5

The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow and others which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

✓ Library of Congress

University Publications of America

EDR Private Collection

The Sanborn Library LLC Since 1866™

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Windermere Elementary School

2 Abbott Road Ellington, CT 06029

Inquiry Number: 6969803.5

May 07, 2022

The EDR Aerial Photo Decade Package



EDR Aerial Photo Decade Package

05/07/22

Site Name: Client Name:

Windermere Elementary Schoc Fuss & O'Neill
2 Abbott Road 146 Hartford Road
Ellington, CT 06029 Manchester, CT 06040
EDR Inquiry # 6969803.5 Contact: Alex Robotham



Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

Search Results:

<u>Year</u>	<u>Scale</u>	<u>Details</u>	Source
2016	1"=500'	Flight Year: 2016	USDA/NAIP
2012	1"=500'	Flight Year: 2012	USDA/NAIP
2008	1"=500'	Flight Year: 2008	USDA/NAIP
2005	1"=500'	Flight Year: 2005	USDA/NAIP
1995	1"=500'	Flight Date: April 25, 1995	CTMAGIC
1990	1"=500'	Acquisition Date: April 23, 1990	USGS/DOQQ
1985	1"=500'	Flight Date: March 25, 1985	USDA
1972	1"=500'	Flight Date: April 26, 1972	USGS
1970	1"=500'	Flight Date: April 19, 1970	CTMAGIC
1965	1"=500'	Flight Date: April 03, 1965	USGS
1962	1"=500'	Flight Date: March 23, 1962	USGS
1957	1"=500'	Flight Date: August 07, 1957	CTMAGIC
1941	1"=500'	Flight Date: October 17, 1941	USGS
1934	1"=500'	Flight Date: May 08, 1934	FAIR

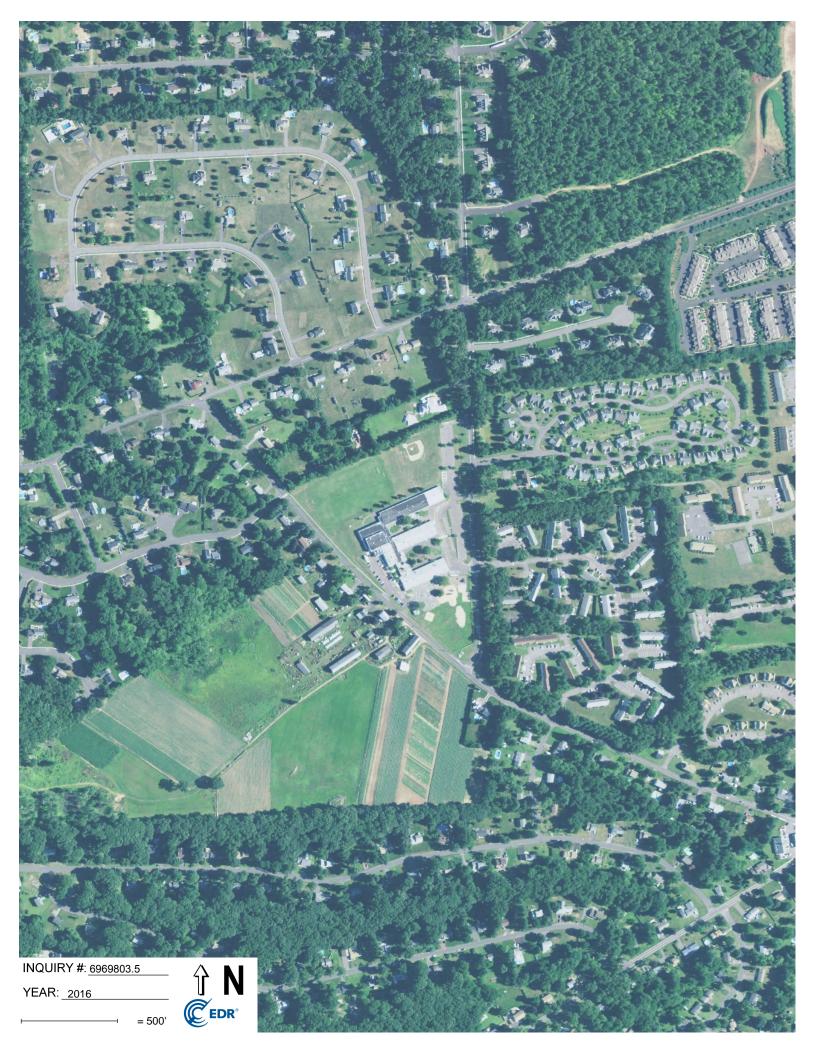
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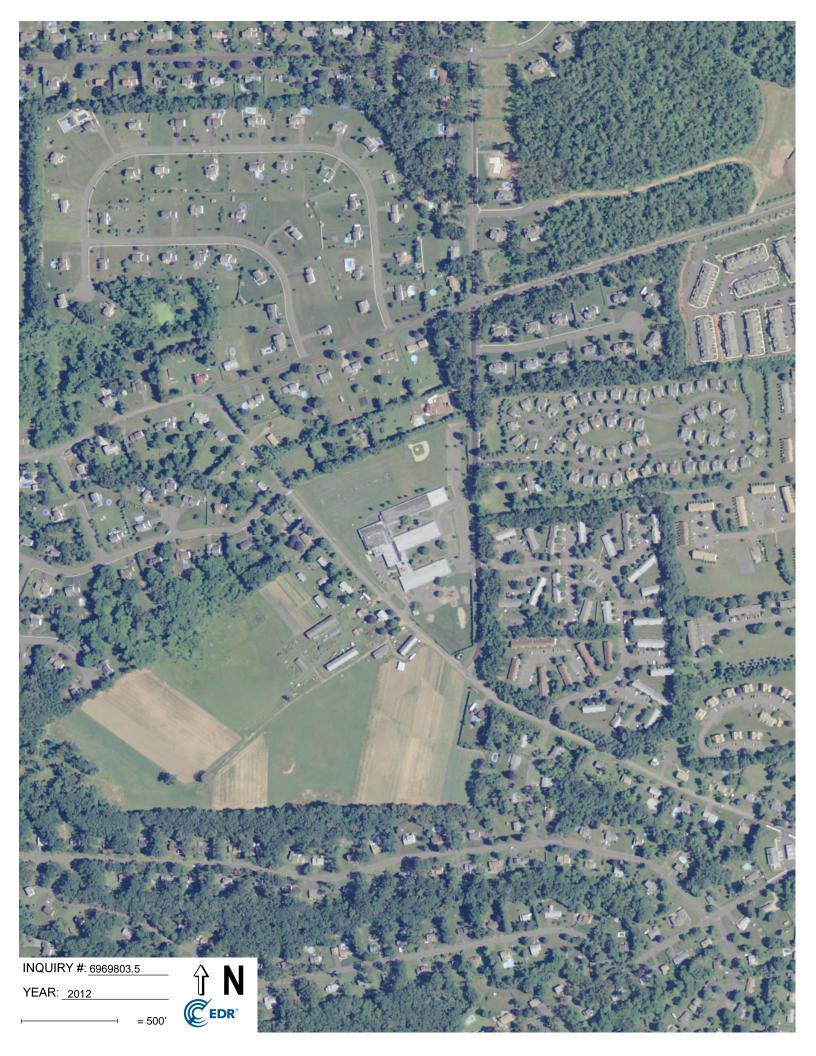
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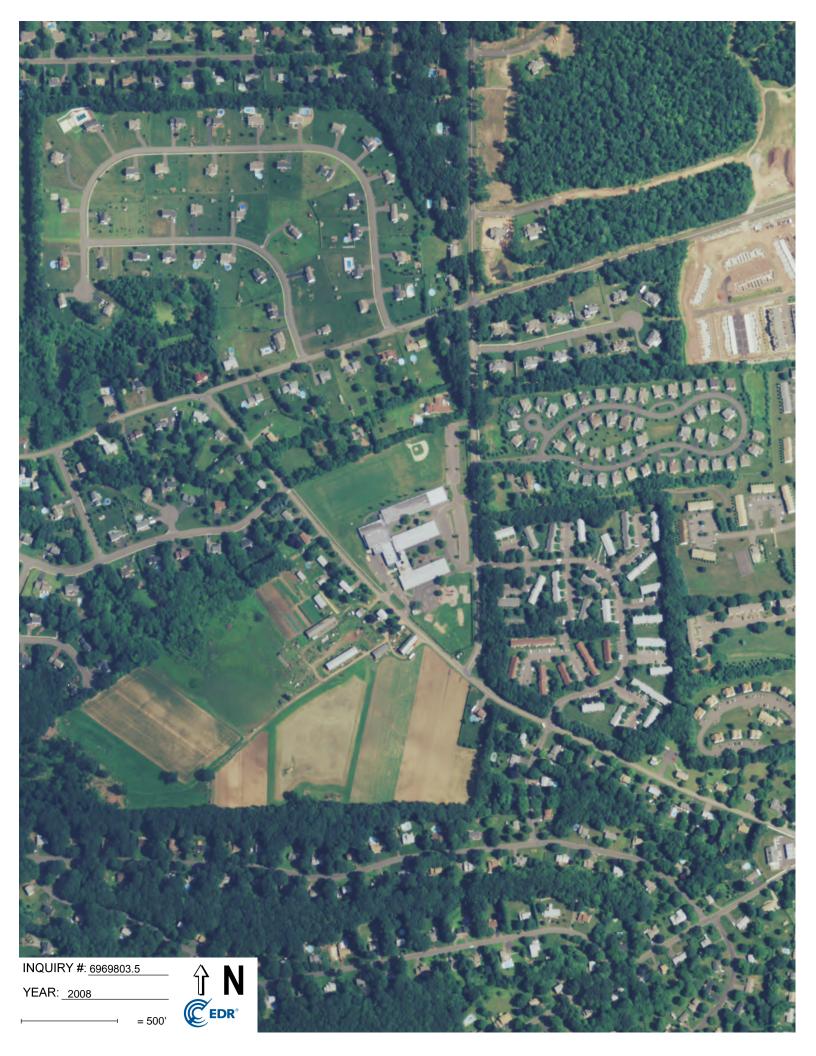
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Windermere Elementary School 2 Abbott Road Ellington, CT 06029

Inquiry Number: 6996668.2

May 26, 2022

EDR Historical Topo Map Report

with QuadMatch™



EDR Historical Topo Map Report

05/26/22

Site Name: Client Name:

Windermere Elementary Schoo 2 Abbott Road Ellington, CT 06029

EDR Inquiry # 6996668.2

Fuss & O'Neill 146 Hartford Road Manchester, CT 06040 Contact: Alex Robotham



EDR Topographic Map Library has been searched by EDR and maps covering the target property location as provided by Fuss & O'Neill were identified for the years listed below. EDR's Historical Topo Map Report is designed to assist professionals in evaluating potential liability on a target property resulting from past activities. EDRs Historical Topo Map Report includes a search of a collection of public and private color historical topographic maps, dating back to the late 1800s.

Search Results:		Coordinates:		
P.O.#	NA	Latitude:	41.871816 41° 52' 19" North	
Project:	Windermere Elementary Schoo	Longitude:	-72.500262 -72° 30' 1" West	
-	•	UTM Zone:	Zone 18 North	
		UTM X Meters:	707444.61	
		UTM Y Meters:	4638565.74	
		Elevation:	242.61' above sea level	

Maps Provided:

2018	1952, 1953
2015	1944, 1946
2012	1943
1992	1928
1984	1921
1972	1915
1968	1906
1963, 1964, 1967	1892

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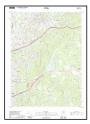
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This EDR Topo Map Report is based upon the following USGS topographic map sheets.

2018 Source Sheets



Manchester 2018 7.5-minute, 24000



Rockville 2018 7.5-minute, 24000



Broad Brook 2018 7.5-minute, 24000



Ellington 2018 7.5-minute, 24000

2015 Source Sheets



Manchester 2015 7.5-minute, 24000



Rockville 2015 7.5-minute, 24000



Broad Brook 2015 7.5-minute, 24000



Ellington 2015 7.5-minute, 24000

2012 Source Sheets



Manchester 2012 7.5-minute, 24000



Rockville 2012 7.5-minute, 24000



Broad Brook 2012 7.5-minute, 24000



Ellington 2012 7.5-minute, 24000

1992 Source Sheets



Manchester 1992 7.5-minute, 24000 Aerial Photo Revised 1991

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

1984 Source Sheets



Broad Brook 1984 7.5-minute, 24000 Aerial Photo Revised 1982



Rockville 1984 7.5-minute, 24000 Aerial Photo Revised 1982



Manchester 1984 7.5-minute, 24000 Aerial Photo Revised 1982



Ellington 1984 7.5-minute, 24000 Aerial Photo Revised 1982

1972 Source Sheets



Broad Brook 1972 7.5-minute, 24000 Aerial Photo Revised 1972



Rockville 1972 7.5-minute, 24000 Aerial Photo Revised 1972



Ellington 1972 7.5-minute, 24000 Aerial Photo Revised 1972

1968 Source Sheets



Manchester 1968 7.5-minute, 24000 Aerial Photo Revised 1968

1963, 1964, 1967 Source Sheets



Manchester 1963 7.5-minute, 24000



Broad Brook 1964 7.5-minute, 24000 Aerial Photo Revised 1941



Ellington 1967 7.5-minute, 24000 Aerial Photo Revised 1965



Rockville 1967 7.5-minute, 24000 Aerial Photo Revised 1965

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

1952, 1953 Source Sheets



Manchester 1952 7.5-minute, 24000



Broad Brook 1953 7.5-minute, 24000 Aerial Photo Revised 1941



Rockville 1953 7.5-minute, 24000



Ellington 1953 7.5-minute, 24000

1944, 1946 Source Sheets



Broad Brook 1944 7.5-minute, 31680



Rockville 1944 7.5-minute, 31680



Manchester 1944 7.5-minute, 31680



Ellington 1946 7.5-minute, 31680

1943 Source Sheets



BROAD BROOK 1943 7.5-minute, 25000

1928 Source Sheets



Manchester 1928 7.5-minute, 24000 Aerial Photo Revised 1928



Broad Brook 1928 7.5-minute, 24000 Aerial Photo Revised 1928

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

1921 Source Sheets



Tolland 1921 15-minute, 62500

1915 Source Sheets



TOLLAND 1915 15-minute, 62500

1906 Source Sheets



Farmington 1906 30-minute, 125000

1892 Source Sheets



Tolland 1892 15-minute, 62500



Hartford 1892 15-minute, 62500

NW N NE
TP, Manchester, 2018, 7.5-minute
NE, Ellington, 2018, 7.5-minute
SE, Rockville, 2018, 7.5-minute
NW, Broad Brook, 2018, 7.5-minute

This report includes information from the

following map sheet(s).

SE

SW

SITE NAME: Windermere Elementary School

0.5

ADDRESS: 2 Abbott Road

0.25

0 Miles

Ellington, CT 06029

CLIENT: Fuss & O'Neill

NW N NE
TP, Manchester, 2015, 7.5-minute
NE, Ellington, 2015, 7.5-minute
SE, Rockville, 2015, 7.5-minute
NW, Broad Brook, 2015, 7.5-minute

following map sheet(s).

SE

SW

SITE NAME: Windermere Elementary School

0.5

ADDRESS: 2 Abbott Road

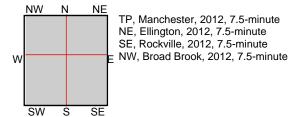
0.25

0 Miles

Ellington, CT 06029

CLIENT: Fuss & O'Neill

1



SITE NAME: Windermere Elementary School

0.5

ADDRESS: 2 Abbott Road

0.25

0 Miles

Ellington, CT 06029

CLIENT: Fuss & O'Neill

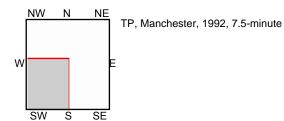
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Historical Topo Map

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UNMAPPED	UNMAPPED	UNMAPPED	UNMAPPED	UNMAPPED	UNMAPPED
UNMAPPED	UNMAPPED	UNMAPPED	UNMAPPED	UNMAPPED	UNMAPPED
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300			UNMAPPED	UNMAPPED	UNMAPPED
()	TOLLAND CO	ING ON	UNMAPPED	UNMAPPED	UNMAPPED
		14) ROAD	UNMAPPED	UNMAPPED	UNMAPPED
	Water Tank		UNMAPPED	UNMAPPED	UNMAPPED
Substation		LAWRENCE.	UNMAPPED	UNMAPPED	UNMAPPED
277 38	DART-HILL	ROAD	UNMAPPED	UNMAPPED	UNMAPPED

This report includes information from the following map sheet(s).



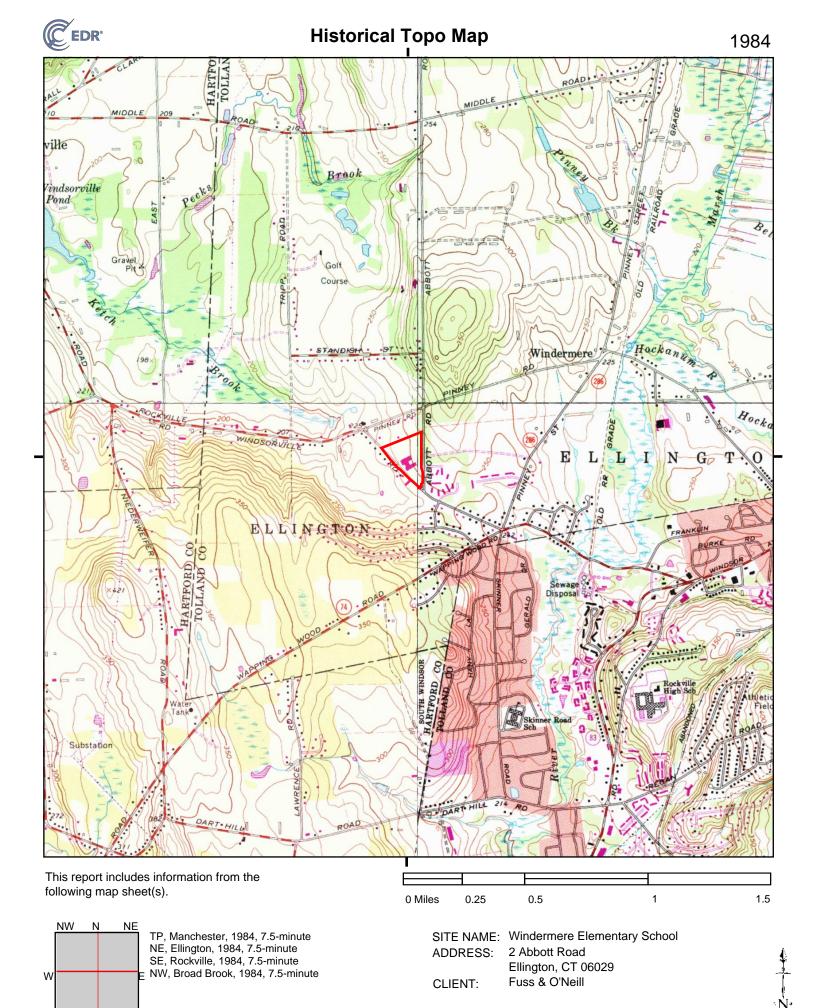
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SITE NAME: Windermere Elementary School

ADDRESS: 2 Abbott Road

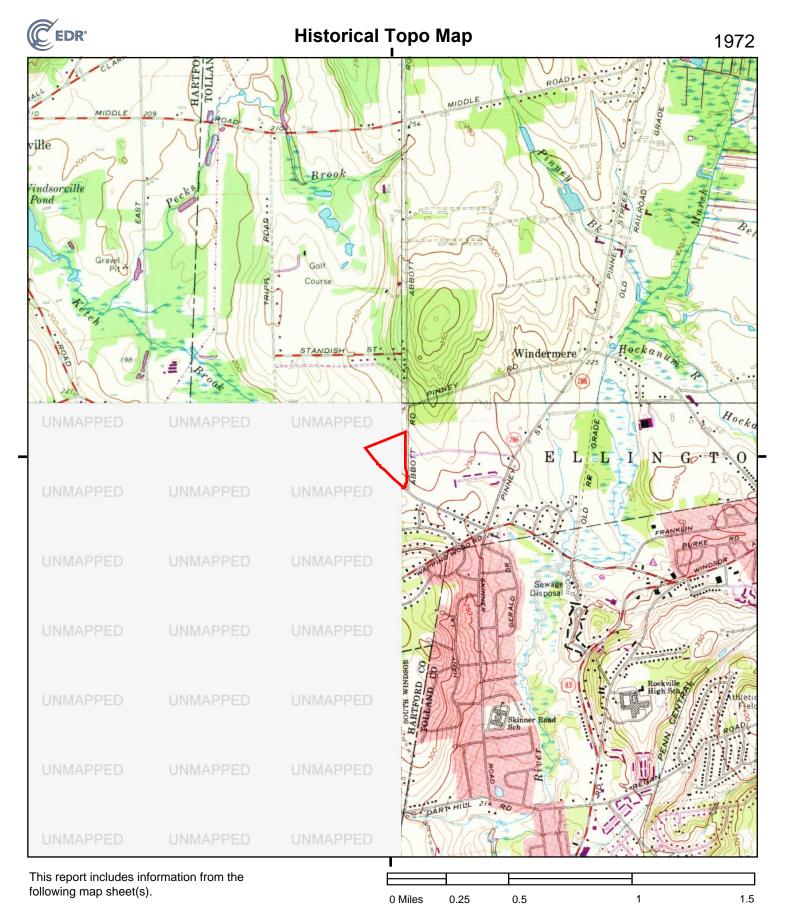
Ellington, CT 06029





SW

SE



NW N NE
NE, Ellington, 1972, 7.5-minute
SE, Rockville, 1972, 7.5-minute
NW, Broad Brook, 1972, 7.5-minute

SITE NAME: Windermere Elementary School

ADDRESS: 2 Abbott Road

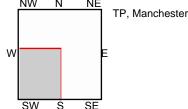
Ellington, CT 06029



Historical Topo Map

UNMAPPED	UNMAPPED	UNMAPPED	UNMAPPED	UNMAPPED	UNMAPPED
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UNMAPPED	UNMAPPED	UNMAPPED	UNMAPPED	UNMAPPED	UNMAPPED
UNMAPPED	UNMAPPED	UNMAPPED	UNMAPPED	UNMAPPED	UNMAPPED
UNMAPPED	UNMAPPED	UNMAPPED	UNMAPPED	UNMAPPED	UNMAPPED
***************************************	WILLE 200 WINDSORV	Physics and	UNMAPPED	UNMAPPED	UNMAPPED
300	150		UNMAPPED	UNMAPPED	UNMAPPED
THE OF SAME OF	TOLLAND CO	INGTON	UNMAPPED	UNMAPPED	UNMAPPED
	17/9/5	14 ROAD 350	UNMAPPED	UNMAPPED	UNMAPPED
	Water Tank		UNMAPPED	UNMAPPED	UNMAPPED
Substation	350	AWRENCE	UNMAPPED	UNMAPPED	UNMAPPED
277	OART HILL	ROAD	UNMAPPED	UNMAPPED	UNMAPPED

This report includes information from the following map sheet(s).



TP, Manchester, 1968, 7.5-minute

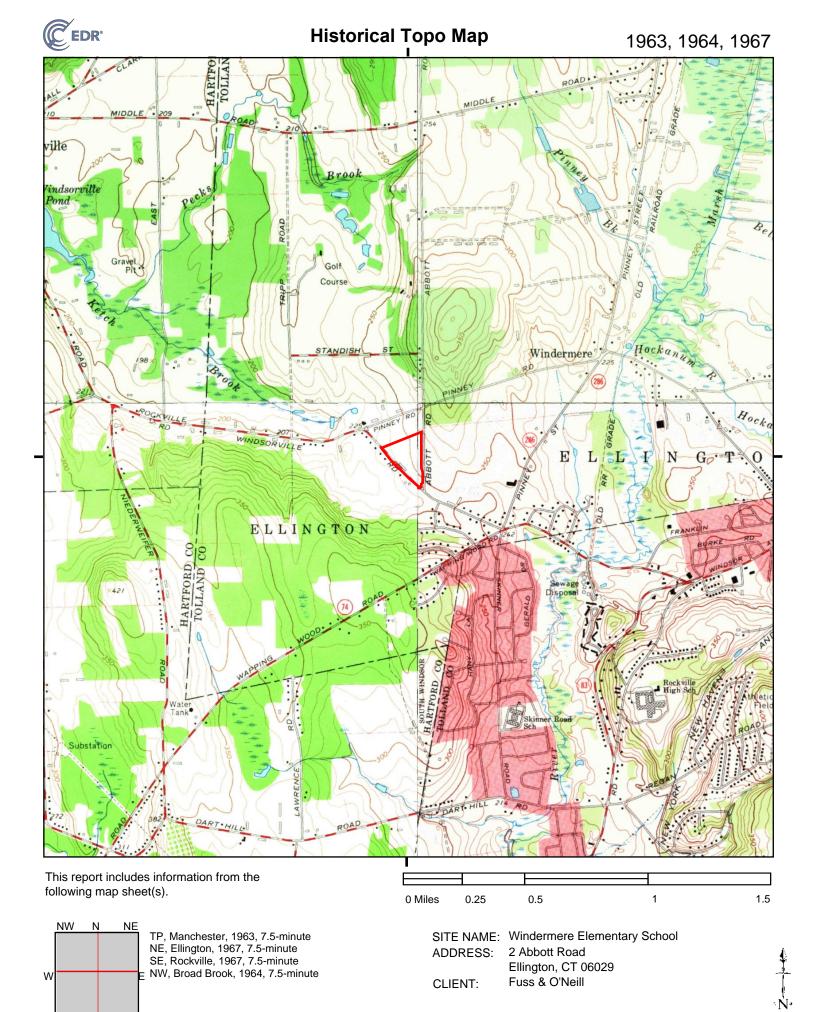
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SITE NAME: Windermere Elementary School

ADDRESS: 2 Abbott Road

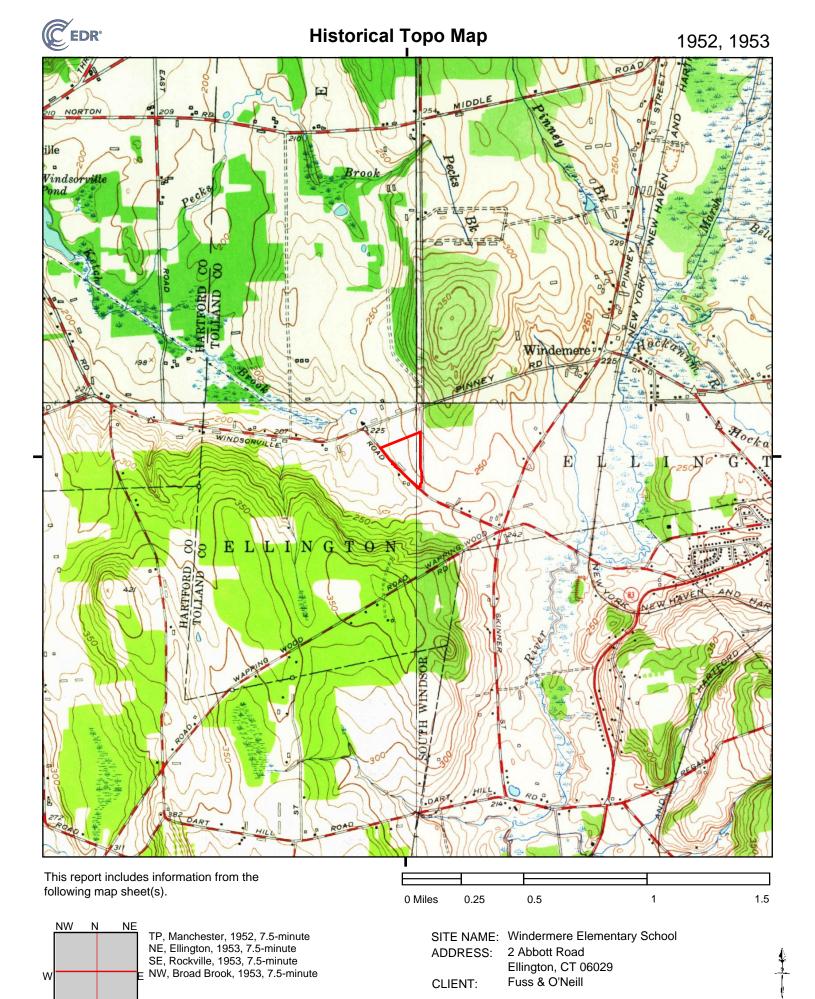
Ellington, CT 06029



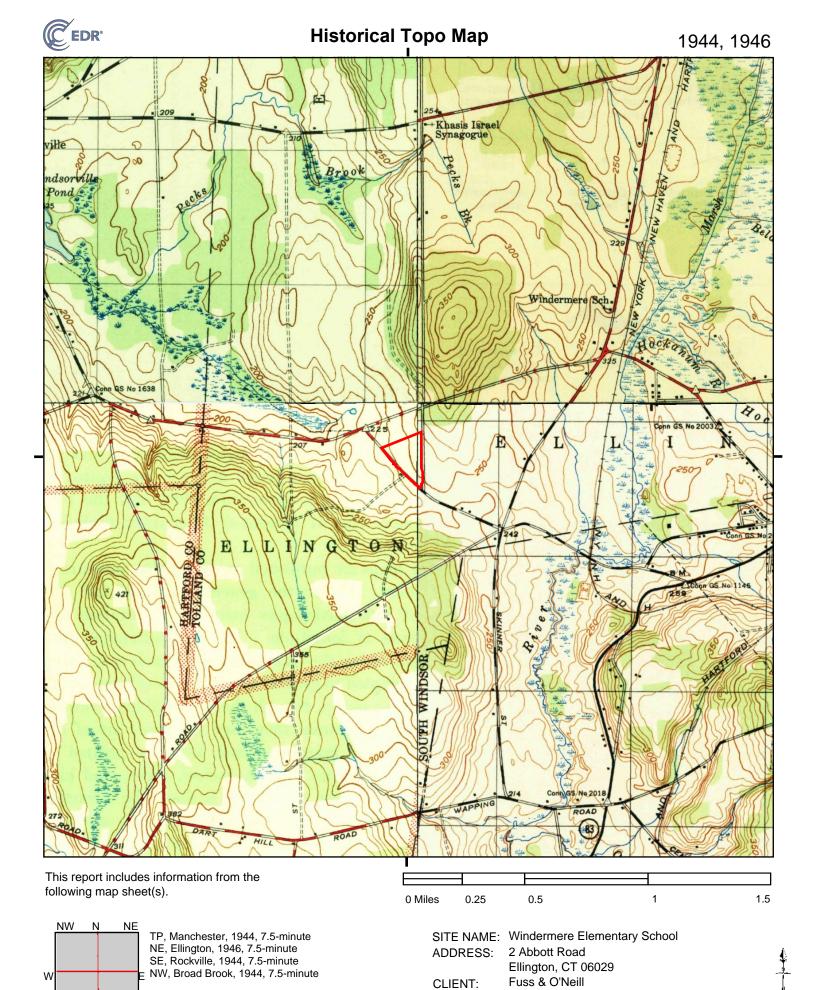


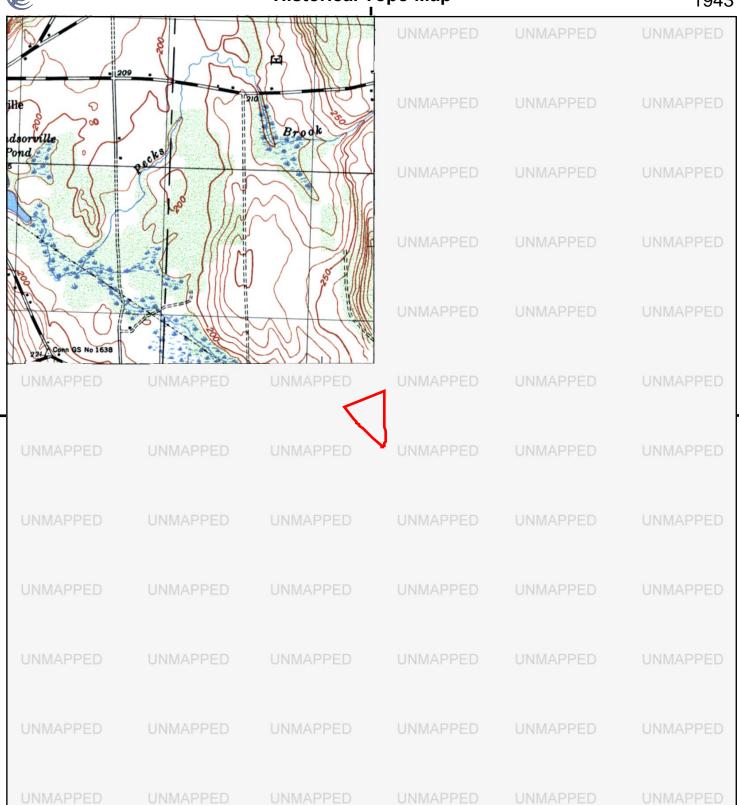
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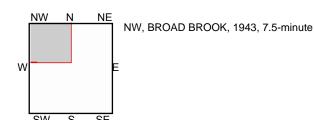
SE



SW







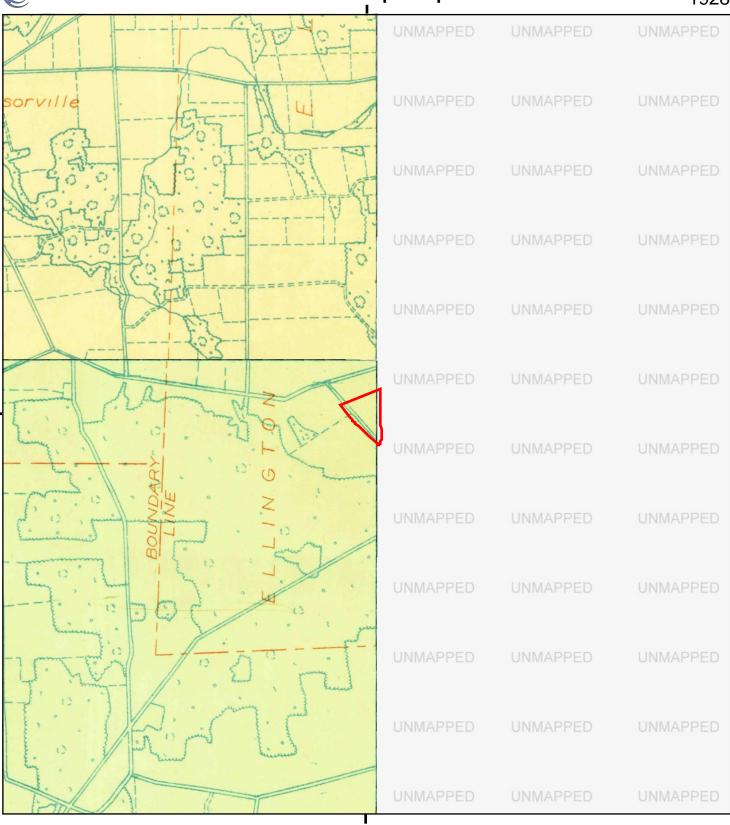


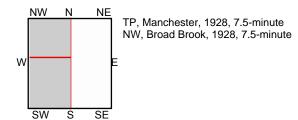
SITE NAME: Windermere Elementary School

ADDRESS: 2 Abbott Road

Ellington, CT 06029







0 Miles 0.25 0.5 1 1.5

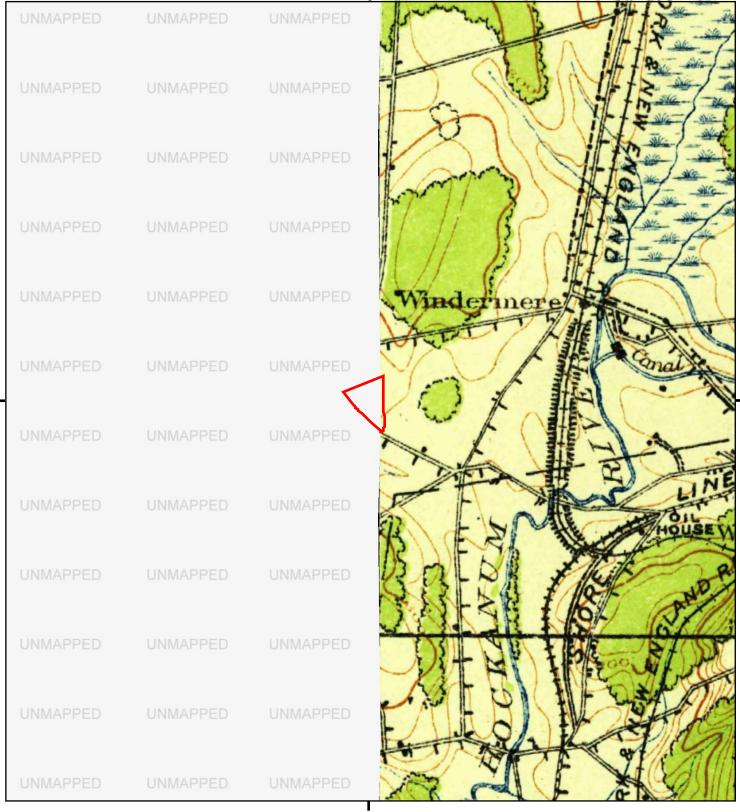
SITE NAME: Windermere Elementary School

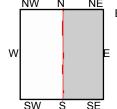
ADDRESS: 2 Abbott Road

Ellington, CT 06029









E, Tolland, 1921, 15-minute



SITE NAME: Windermere Elementary School

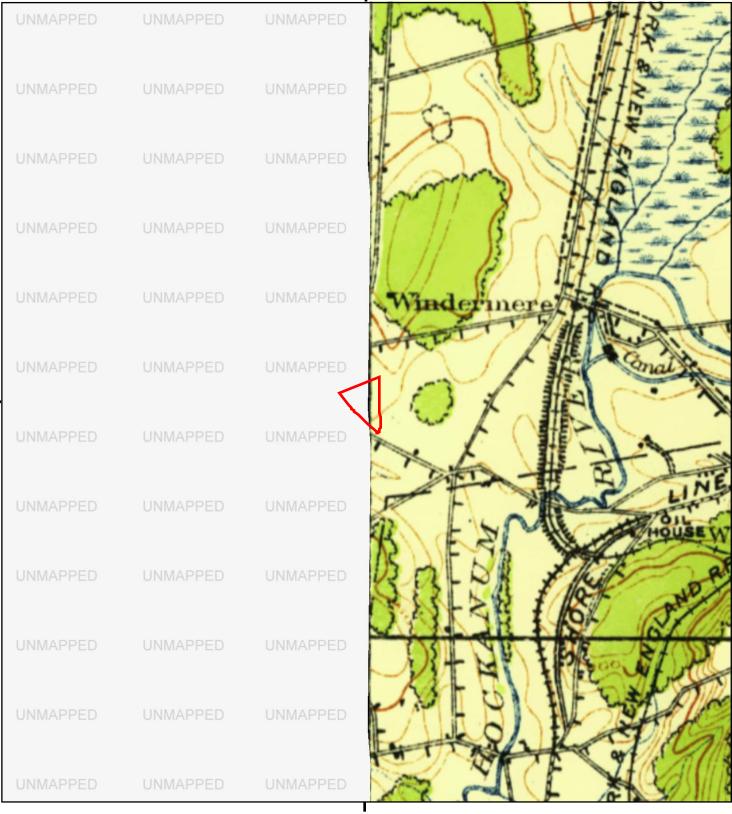
ADDRESS: 2 Abbott Road

Ellington, CT 06029



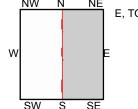


Historical Topo Map



0 Miles

This report includes information from the following map sheet(s).



E, TOLLAND, 1915, 15-minute

SITE NAME: Windermere Elementary School

0.5

ADDRESS: 2 Abbott Road

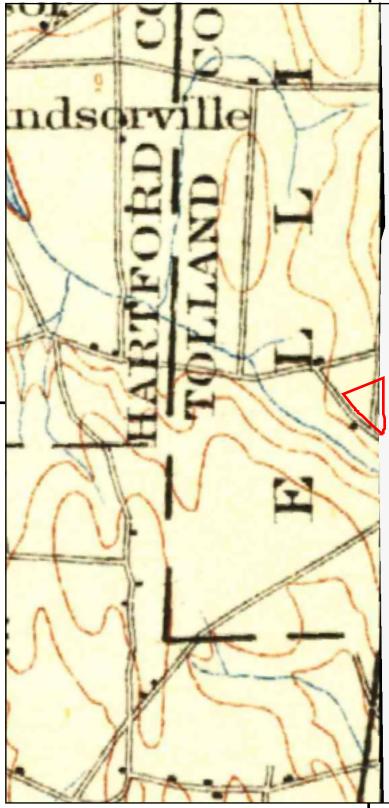
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Ellington, CT 06029

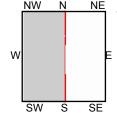
CLIENT: Fuss & O'Neill







This report includes information from the following map sheet(s).



TP, Farmington, 1906, 30-minute

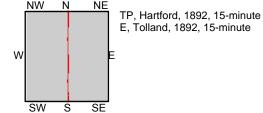
0 Miles 0.25 0.5 1 1.5

SITE NAME: Windermere Elementary School

ADDRESS: 2 Abbott Road

Ellington, CT 06029





SITE NAME: Windermere Elementary School

0.5

ADDRESS: 2 Abbott Road

0.25

0 Miles

Ellington, CT 06029

CLIENT: Fuss & O'Neill

Windermere Elementary School

2 Abbott Road Ellington, CT 06029

Inquiry Number: 6969803.2s

May 06, 2022

The EDR Radius Map™ Report with GeoCheck®



6 Armstrong Road, 4th floor Shelton, CT 06484 Toll Free: 800.352.0050 www.edrnet.com

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Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E1527-21), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

2 ABBOTT ROAD ELLINGTON, CT 06029

COORDINATES

Latitude (North): 41.8718160 - 41[^] 52′ 18.53″ Longitude (West): 72.5002620 - 72[^] 30′ 0.94″

Universal Tranverse Mercator: Zone 18 UTM X (Meters): 707450.3 UTM Y (Meters): 4638352.5

Elevation: 243 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map: 11738194 MANCHESTER, CT

Version Date: 2018

Northeast Map: 11747366 ELLINGTON, CT

Version Date: 2018

Southeast Map: 11738220 ROCKVILLE, CT

Version Date: 2018

Northwest Map: 11747647 BROAD BROOK, CT

Version Date: 2018

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from: 20140717, 20140721

Source: USDA

MAPPED SITES SUMMARY

Target Property Address: 2 ABBOTT ROAD ELLINGTON, CT 06029

Click on Map ID to see full detail.

MAP				RELATIVE	DIST (ft. & mi.)
<u>ID</u>	SITE NAME	ADDRESS	DATABASE ACRONYMS	ELEVATION	DIRECTION
A1	ELLINGTON PUBLIC SCH	2 ABBOT RD	ASBESTOS		TP
A2	WINDERMERE SCHOOL	2 ABBOTT ROAD	FINDS		TP
A3	ELLINGON PUBLIC SCHO	2 ABBOT RD	ASBESTOS		TP
A4	ELLINGTON SCHOOLS	2 ABBOTT RD	ASBESTOS		TP
A5	WINDMERE	2 ABBOTT ROAD	FTTS, HIST FTTS		TP
A6	WINDERMERE SCHOOL	2 ABBOTT RD	AIRS, ASBESTOS		TP
A7	ELLINGTON TOWN OF BD	2 ABBOTT RD	MANIFEST		TP
A8	ELLINGTON SCHOOLS	2 ABBOTT RD	ASBESTOS		TP
A9	WINDERMERE SCHOOL	2 ABBOTT RD	UST		TP
10		226 WINDSORVILLE RD	SPILLS	Lower	392, 0.074, WSW
11		FARM 11 ABBOTT RD US	SPILLS	Higher	395, 0.075, ENE
B12	CUMBERLAND FARMS #06	5 WAPPING WOOD RD	LUST, UST, SPILLS, CPCS, ENF	Lower	2494, 0.472, SE
B13	CUMBERLAND FARMS	5 WAPPING WOOD ROAD	RGA LUST	Lower	2494, 0.472, SE
14		27 WAPPINGWOOD RD	RGA LUST	Higher	2546, 0.482, SSE

TARGET PROPERTY SEARCH RESULTS

The target property was identified in the following records. For more information on this property see page 8 of the attached EDR Radius Map report:

Site	Database(s)	EPA ID	
ELLINGTON PUBLIC SCH 2 ABBOT RD ELLINGTON, CT 06029	ASBESTOS	N/A	
WINDERMERE SCHOOL 2 ABBOTT ROAD ELLINGTON, CT 06029	FINDS Registry ID:: 110021637317	N/A	
ELLINGON PUBLIC SCHO 2 ABBOT RD ELLINGTON, CT 06029	ASBESTOS	N/A	
ELLINGTON SCHOOLS 2 ABBOTT RD ELLINGTON, CT 06029	ASBESTOS	N/A	
WINDMERE 2 ABBOTT ROAD ELLINGTON, CT 06029	FTTS Database: FTTS INSP, Date of Government Vers HIST FTTS Database: HIST FTTS INSP, Date of Government		
WINDERMERE SCHOOL 2 ABBOTT RD ELLINGTON, CT 06029	AIRS ASBESTOS	N/A	
ELLINGTON TOWN OF BD 2 ABBOTT RD ELLINGTON, CT	MANIFEST EPA ld: CTP000032344	N/A	
ELLINGTON SCHOOLS 2 ABBOTT RD ELLINGTON, CT 06029	ASBESTOS	N/A	
WINDERMERE SCHOOL 2 ABBOTT RD ELLINGTON, CT 06029	UST Facility Id: 48-4594 Tank Status: Permanently Closed Tank Status: Currently In Use	N/A	

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Lists of Federal NPL (Supe	rfund) sites
NPL	National Priority List
Proposed NPL	Proposed National Priority List Sites
NPL LIENS	Federal Superfund Liens
Lists of Federal Delisted NI	PL citoc
Delisted NPL	National Priority List Deletions
Lists of Federal sites subje	ct to CERCLA removals and CERCLA orders
FEDERAL FACILITY	Federal Facility Site Information listing
	_ Superfund Enterprise Management System
Lists of Federal CERCLA si	ites with NFRAP
SEMS-ARCHIVE	Superfund Enterprise Management System Archive
Lists of Federal RCRA facil	ities undergoing Corrective Action
CORRACTS	Corrective Action Report
Lists of Federal RCRA TSD	facilities
RCRA-TSDF	RCRA - Treatment, Storage and Disposal
Lists of Federal RCRA gene	erators
RCRA-LQG	RCRA - Large Quantity Generators
	RCRA - Small Quantity Generators
RCRA-VSQG	RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity
	Generators)
Federal institutional contro	ols / engineering controls registries
LUCIS	Land Use Control Information System
US ENG CONTROLS	Engineering Controls Sites List
US INST CONTROLS	Institutional Controls Sites List
Federal ERNS list	
ERNS	Emergency Response Notification System

Lists of state- and tribal haz	ardous waste facilities					
	. Inventory of Hazardous Disposal Sites . Site Discovery and Assessment Database					
Lists of state and tribal land	fills and solid waste disposal facilities					
SWF/LF	List of Landfills/Transfer Stations					
Lists of state and tribal leak	ing storage tanks					
INDIAN LUST	Leaking Underground Storage Tanks on Indian Land					
Lists of state and tribal regis	stered storage tanks					
-	Underground Storage Tank Listing					
AST	Marine Terminals and Tank Information					
INDIAN UST	Underground Storage Tanks on Indian Land					
State and tribal institutional	control / engineering control registries					
ENG CONTROLS						
AUL	ELUR Sites					
Lists of state and tribal volu	ntary cleanup sites					
VCP						
INDIAN VCP	Voluntary Cleanup Priority Listing					
Lists of state and tribal brow	vnfield sites					
BROWNFIELDS	Brownfields Inventory					
ADDITIONAL ENVIRONMENTAL	RECORDS					
Local Brownfield lists						
US BROWNFIELDS	A Listing of Brownfields Sites					
Local Lists of Landfill / Solid	l Waste Disposal Sites					
SWRCY	Recycling Facilities					
	Report on the Status of Open Dumps on Indian Lands					
ODI DEBRIS REGION 9	Torres Martinez Reservation Illegal Dump Site Locations					
IHS OPEN DUMPS	Open Dumps on Indian Land					
Local Lists of Hazardous wa	ste / Contaminated Sites					
	Delisted National Clandestine Laboratory Register					
CDL	Clandestine Drug Lab Listing					
	National Clandestine Laboratory Register PFAS Contamination Site Listing					
1170	TI AS CONTAININATION SITE LISTING					

Local Land Records

CT PROPERTY..... Property Transfer Filings LIENS..... Environmental Liens Listing LIENS 2..... CERCLA Lien Information

Records of Emergency Release Reports

HMIRS..... Hazardous Materials Information Reporting System

Other Ascertainable Records

RCRA NonGen / NLR...... RCRA - Non Generators / No Longer Regulated

FUDS..... Formerly Used Defense Sites DOD..... Department of Defense Sites

SCRD DRYCLEANERS...... State Coalition for Remediation of Drycleaners Listing

US FIN ASSUR______ Financial Assurance Information EPA WATCH LIST_____ EPA WATCH LIST

2020 COR ACTION.......... 2020 Corrective Action Program List TSCA..... Toxic Substances Control Act

TRIS...... Toxic Chemical Release Inventory System

SSTS..... Section 7 Tracking Systems ROD...... Records Of Decision RMP..... Risk Management Plans

RAATS...... RCRA Administrative Action Tracking System

PRP..... Potentially Responsible Parties

ICIS...... Integrated Compliance Information System MLTS..... Material Licensing Tracking System COAL ASH DOE..... Steam-Electric Plant Operation Data

COAL ASH EPA..... Coal Combustion Residues Surface Impoundments List

PCB TRANSFORMER_____PCB Transformer Registration Database

RADINFO...... Radiation Information Database DOT OPS..... Incident and Accident Data

CONSENT...... Superfund (CERCLA) Consent Decrees

INDIAN RESERV..... Indian Reservations

FUSRAP..... Formerly Utilized Sites Remedial Action Program

UMTRA..... Uranium Mill Tailings Sites

LEAD SMELTERS..... Lead Smelter Sites

US AIRS..... Aerometric Information Retrieval System Facility Subsystem

US MINES..... Mines Master Index File ABANDONED MINES..... Abandoned Mines

DOCKET HWC..... Hazardous Waste Compliance Docket Listing

UXO...... Unexploded Ordnance Sites

ECHO..... Enforcement & Compliance History Information

FUELS PROGRAM..... EPA Fuels Program Registered Listing

DRYCLEANERS...... Drycleaner Facilities ENF..... Enforcement Case Listing

Financial Assurance Information Listing

LEAD..... Lead Inspection Database

LWDS..... Connecticut Leachate and Wastewater Discharge Sites

NPDES...... Wastewater Permit Listing

SEH.....List of Significant Environmental Hazards Report to DEEP

UIC...... Underground Injection Control Listing

MINES MRDS..... Mineral Resources Data System

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP	EDR Proprietary Manufactured Gas Plants
	EDR Exclusive Historical Auto Stations
EDR Hist Cleaner	EDR Exclusive Historical Cleaners

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS...... Recovered Government Archive State Hazardous Waste Facilities List

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.

Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in **bold italics** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

STANDARD ENVIRONMENTAL RECORDS

Lists of state and tribal leaking storage tanks

LUST: The Leaking Underground Storage Tank Incident Reports contain an inventory of reported leaking underground storage tank incidents. The data come from the Department of Environmental Protection's Leaking Underground Storage Tank List.

A review of the LUST list, as provided by EDR, and dated 12/15/2021 has revealed that there is 1 LUST site within approximately 0.5 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
CUMBERLAND FARMS #06	5 WAPPING WOOD RD	SE 1/4 - 1/2 (0.472 mi.)	B12	19
LUST Id: 28234				

ADDITIONAL ENVIRONMENTAL RECORDS

Records of Emergency Release Reports

SPILLS: The Oil & Chemical Spill Database from the Department of Environmental Protection

A review of the SPILLS list, as provided by EDR, and dated 12/17/2021 has revealed that there are 2 SPILLS sites within approximately 0.125 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page	
Not reported Facility Status: CLOSED Case Number: 9701479	FARM 11 ABBOTT RD US	ENE 0 - 1/8 (0.075 mi.)	11	18	
Lower Elevation	Address	Direction / Distance	Map ID	Page	
Not reported Facility Status: Closed Case Number: 200001824	226 WINDSORVILLE RD	WSW 0 - 1/8 (0.074 mi.)	10	17	

Other Ascertainable Records

CPCS: A list of Contaminated or Potentially Contaminated Sites within Connecticut. This list represents the "Hazardous Waste Facilities," as defined in Section 22a-134f of the Connecticut General Statutes (CGS). The list contains the following types of sites: Sites listed on the Inventory of Hazardous Waste Disposal Sites; Sites subject to the Property Transfer Act; Sites at which underground storage tanks are known to have leaked; Sites at which hazardous waste subject to the RCRA; Sites that are included in EPA's (CERCLIS); Sites that are the subject of an order issued by the Commissioner of DEP that requires investigation and remediation of a potential or known source of pollution; and Sites that have entered into one of the Department's Voluntary Remediation Programs.

A review of the CPCS list, as provided by EDR, and dated 11/05/2021 has revealed that there is 1 CPCS site within approximately 0.5 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
CUMBERLAND FARMS #06	5 WAPPING WOOD RD	SE 1/4 - 1/2 (0.472 mi.)	B12	19
Lust Status: LUST Completed (DEP's si	gnificant hazard definition)			

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA LUST: The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Energy & Environmental Protection formerly know as the DEP which changes in July 2011 in Connecticut.

A review of the RGA LUST list, as provided by EDR, has revealed that there are 2 RGA LUST sites

within approximately 0.5 miles of the target property.

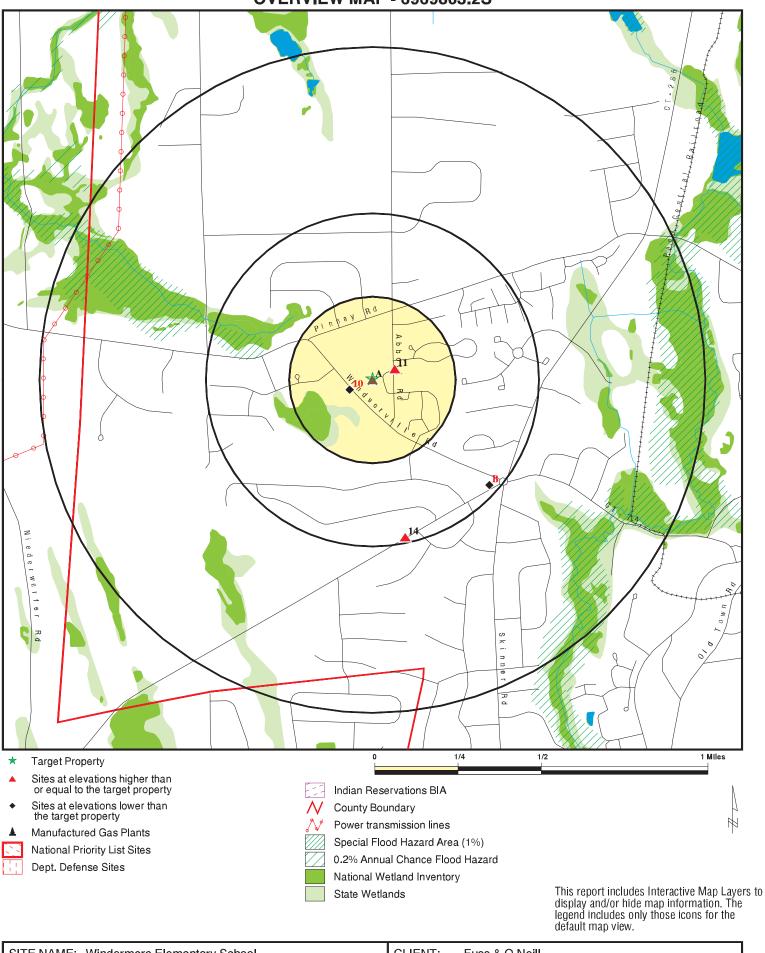
Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page	
Not reported	27 WAPPINGWOOD RD	SSE 1/4 - 1/2 (0.482 mi.)	14	45	
Lower Elevation	Address	Direction / Distance	Map ID	Page	
CUMBERLAND FARMS	5 WAPPING WOOD ROAD	SE 1/4 - 1/2 (0.472 mi.)	B13	45	

Due to I	poor or inaded	juate address info	ormation, the	following sites	were not mappe	d. Count: 1 reco	ords.

 Site Name
 Database(s)

 ELLINGTON RESIDENCE
 LUST, CPCS

OVERVIEW MAP - 6969803.2S



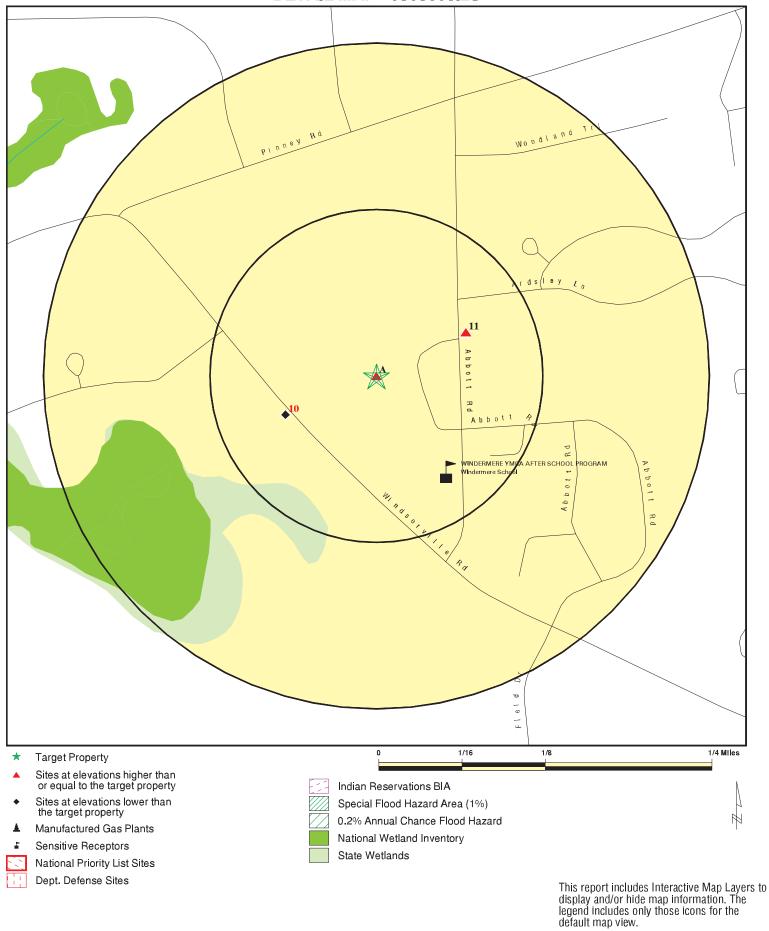
SITE NAME: Windermere Elementary School

ADDRESS: 2 Abbott Road

Ellington CT 06029 LAT/LONG: 41.871816 / 72.500262 CLIENT: Fuss & O Neill CONTACT: Alex Robotham INQUIRY#: 6969803.2s

DATE: May 06, 2022 5:14 pm

DETAIL MAP - 6969803.2S



SITE NAME:

ADDRESS:

LAT/LONG:

Windermere Elementary School

2 Abbott Road

Ellington CT 06029 41.871816 / 72.500262

May 06, 2022 5:15 pm

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CLIENT: Fuss & O Neill CONTACT: Alex Robotham

INQUIRY#: 6969803.2s

DATE:

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENT	AL RECORDS							
Lists of Federal NPL (Su	perfund) site:	s						
NPL Proposed NPL NPL LIENS	1.000 1.000 TP		0 0 NR	0 0 NR	0 0 NR	0 0 NR	NR NR NR	0 0 0
Lists of Federal Delisted	NPL sites							
Delisted NPL	1.000		0	0	0	0	NR	0
Lists of Federal sites sul CERCLA removals and C		rs						
FEDERAL FACILITY SEMS	0.500 0.500		0	0	0	NR NR	NR NR	0 0
Lists of Federal CERCLA	sites with N	FRAP						
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
Lists of Federal RCRA fa undergoing Corrective A								
CORRACTS	1.000		0	0	0	0	NR	0
Lists of Federal RCRA To	SD facilities							
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Lists of Federal RCRA ge	enerators							
RCRA-LQG RCRA-SQG RCRA-VSQG	0.250 0.250 0.250		0 0 0	0 0 0	NR NR NR	NR NR NR	NR NR NR	0 0 0
Federal institutional con engineering controls reg								
LUCIS US ENG CONTROLS US INST CONTROLS	0.500 0.500 0.500		0 0 0	0 0 0	0 0 0	NR NR NR	NR NR NR	0 0 0
Federal ERNS list								
ERNS	TP		NR	NR	NR	NR	NR	0
Lists of state- and tribal hazardous waste facilitie	es							
SHWS SDADB	1.000 0.500		0 0	0 0	0 0	0 NR	NR NR	0 0
Lists of state and tribal la and solid waste disposal								
SWF/LF	0.500		0	0	0	NR	NR	0
Lists of state and tribal le	eaking storag	ge tanks						
LUST	0.500		0	0	1	NR	NR	1

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
INDIAN LUST	0.500		0	0	0	NR	NR	0
Lists of state and tribal	registered sto	rage tanks						
FEMA UST UST AST INDIAN UST	0.250 0.250 0.250 0.250	1	0 0 0 0	0 0 0 0	NR NR NR NR	NR NR NR NR	NR NR NR NR	0 1 0 0
State and tribal institution		ıs						
ENG CONTROLS AUL	0.500 0.500		0	0 0	0 0	NR NR	NR NR	0 0
Lists of state and tribal	voluntary clea	anup sites						
VCP INDIAN VCP	0.500 0.500		0 0	0 0	0 0	NR NR	NR NR	0 0
Lists of state and tribal	brownfield sit	es						
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONME	NTAL RECORD	<u>s</u>						
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Waste Disposal Sites	Solid							
SWRCY INDIAN ODI ODI DEBRIS REGION 9 IHS OPEN DUMPS	0.500 0.500 0.500 0.500 0.500		0 0 0 0	0 0 0 0	0 0 0 0	NR NR NR NR NR	NR NR NR NR NR	0 0 0 0
Local Lists of Hazardou Contaminated Sites	s waste /							
US HIST CDL CDL US CDL PFAS	TP TP TP 0.500		NR NR NR 0	NR NR NR 0	NR NR NR 0	NR NR NR NR	NR NR NR NR	0 0 0 0
Local Land Records								
CT PROPERTY LIENS LIENS 2	TP TP TP		NR NR NR	NR NR NR	NR NR NR	NR NR NR	NR NR NR	0 0 0
Records of Emergency	Release Repo	rts						
HMIRS SPILLS	TP 0.125		NR 2	NR NR	NR NR	NR NR	NR NR	0 2
Other Ascertainable Re								
RCRA NonGen / NLR	0.125		0	NR	NR	NR	NR	0

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
FUDS DOD SCRD DRYCLEANERS US FIN ASSUR EPA WATCH LIST 2020 COR ACTION TSCA TRIS SSTS ROD RMP RAATS PRP PADS ICIS FTTS MLTS COAL ASH DOE COAL ASH EPA PCB TRANSFORMER RADINFO HIST FTTS DOT OPS CONSENT INDIAN RESERV FUSRAP UMTRA LEAD SMELTERS US AIRS US MINES ABANDONED MINES FINDS DOCKET HWC UXO ECHO FUELS PROGRAM AIRS ASBESTOS CPCS DRYCLEANERS ENF Financial Assurance LEAD LWDS MANIFEST NPDES SEH UIC MINES MRDS	1.000 1.000 1.000 1.000 0.500 TP TP TP 0.250 TP		O O O RR O RR R O R R R R R R R R R	1/8 - 1/4 0 0 0 RR O RR RR RR RR RR O RR O RR O R	1/4 - 1/2 0 0 0 RR NR R NR N	1/2 - 1 0 0 RRRRRR O RRRRRRRRRRRRRRRRRRRRRRRRRR	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
EDR Exclusive Records EDR MGP	1.000		0	0	0	0	NR	0

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
EDR Hist Auto EDR Hist Cleaner	0.250 0.250		0 0	0	NR NR	NR NR	NR NR	0 0
EDR RECOVERED GOVERNMENT ARCHIVES								
Exclusive Recovered (Govt. Archives							
RGA HWS RGA LUST	1.000 0.500		0	0 0	0 2	0 NR	NR NR	0 2
- Totals		11	2	0	4	0	0	17

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

Direction Distance

Target

Distance Elevation Site EDR ID Number

EDR ID Number

EPA ID Number

A1 ELLINGTON PUBLIC SCHOOL & MAINTENANCE ASBESTOS S121818381

2 ABBOT RD N/A

Property ELLINGTON, CT 06029

Site 1 of 9 in cluster A

Actual: ASBESTOS: 243 ft. Name:

Name: ELLINGTON PUBLIC SCHOOL & MAINTENANCE

Address: 2 ABBOT RD

City,State,Zip: ELLINGTON, CT 06029

 ID:
 50273

 Trans Number:
 612

 Enter Date:
 Not reported

 Postmark Date:
 05/03/2014

 Check Amount:
 \$354.00

 Check Number:
 5135

 Type of Notification (new):
 X

Type of Notification (cancel):

Type of Notification (revised):

Not reported

Project Type: WINDERMERE ELEMENTARY SCHOOL

 Start Date:
 06/17/2014

 End Date:
 07/20/2014

 Licence Number:
 000652

Contractor: AMERICAN VETS ABATEMENT EXPERTS,LLC

Contractor Address: 165 WASHINGTON STREET

Contractor City: VERNON
Contractor State: CT
Contractor Zip: 06066

Owner: MANCHESTER/HAKES Hauler: AVAE/TRANSWASTE

Location of Demo:
Inspection Conducted:
Inspector Name:
Inspector License Number:
Disposal Facility:
Not reported
Not reported
Not reported
Not reported

A2 WINDERMERE SCHOOL FINDS 1008274772
Target 2 ABBOTT ROAD N/A

Property ELLINGTON, CT 06029

Site 2 of 9 in cluster A

Actual: FINDS:

243 ft. Registry ID: 110021637317

Click Here:

Environmental Interest/Information System:

NCDB (National Compliance Data Base) supports implementation of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and the Toxic Substances Control Act (TSCA). The system tracks inspections in regions and states with cooperative agreements, enforcement actions,

and settlements.

Connecticut Site Information Management System (SIMS) is part of a suite of web-based applications designed to allow the Connecticut Department of Environmental Protection (DEP) staff to harmonize environmental interest information from disparate systems in a single agency-wide data repository (known as CFI). SIMS provides tools for

Direction Distance

Elevation Site Database(s) EPA ID Number

WINDERMERE SCHOOL (Continued)

1008274772

EDR ID Number

identifying and resolving duplicate data, querying data (using both tabular and geospatial methods), and viewing/maintaining documents associated to the data.

ICIS (Integrated Compliance Information System) is the Integrated Compliance Information System and provides a database that, when complete, will contain integrated Enforcement and Compliance information across most of EPA's programs. The vision for ICIS is to replace EPA's independent databases that contain Enforcement data with a single repository for that information. Currently, ICIS contains all Federal Administrative and Judicial enforcement actions. This information is maintained in ICIS by EPA in the Regional offices and it Headquarters. A future release of ICIS will replace the Permit Compliance System (PCS) which supports the NPDES and will integrate that information with Federal actions already in the system. ICIS also has the capability to track other activities occurring in the Region that support Compliance and Enforcement programs. These include; Incident Tracking, Compliance Assistance, and Compliance Monitoring.

<u>Click this hyperlink</u> while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

A3 ELLINGON PUBLIC SCHOOL & MAINTENANCE

ASBESTOS S121818380 N/A

Target 2 ABBOT RD

Property ELLINGTON, CT 06029

Site 3 of 9 in cluster A

Actual: ASBESTOS: Name:

Name: ELLINGON PUBLIC SCHOOL & MAINTENANCE

Address: 2 ABBOT RD

City, State, Zip: ELLINGTON, CT 06029

 ID:
 54602

 Trans Number:
 656

Enter Date:

Postmark Date:

Check Amount:

Check Number:

Type of Notification (new):

Type of Notification (cancel):

Not reported

Not reported

Type of Notification (cancel):

Type of Notification (revised):

Not reported

Project Type: WINDERMERE ELEMENTARY SCHOOL

 Start Date:
 06/22/2015

 End Date:
 12/22/2015

 Licence Number:
 000652

Contractor: AMERICAN VETS ABATEMENT EXPERTS,LLC

Contractor Address: 165 WASHINGTON STREET

Contractor City: VERNON
Contractor State: CT
Contractor Zip: 06066

Owner: MANCHESTER/HAKES Hauler: AVAE/TRANSWASTE

Location of Demo:

Inspection Conducted:
Inspector Name:
Inspector License Number:
Disposal Facility:

Not reported
Not reported
Not reported
Not reported

Direction Distance

Distance Elevation Site EDR ID Number

EDR ID Number

EPA ID Number

A4 ELLINGTON SCHOOLS ASBESTOS S125093781
Target 2 ABBOTT RD N/A

Target 2 ABBOTT RD Property ELLINGTON, CT 06029

Site 4 of 9 in cluster A

Actual: ASBESTOS: 243 ft. Name:

Name: ELLINGTON SCHOOLS

Address: 2 ABBOTT RD

City,State,Zip: ELLINGTON, CT 06029

 ID:
 10553

 Trans Number:
 273

 Enter Date:
 11/19/2008

 Postmark Date:
 11/07/2008

 Check Amount:
 \$132.80

 Check Number:
 316

 Type of Notification (new):
 X

Type of Notification (cancel):

Type of Notification (revised):

Not reported

Project Type: WINDERMERE SCHOOL

 Start Date:
 11/27/2008

 End Date:
 11/30/2008

 Licence Number:
 000541

Contractor: AMA ENVIRONMENTAL, LLC Contractor Address: 27 MUDDYBROOK ROAD

Contractor City: ELLINGTON
Contractor State: CT
Contractor Zip: 06029
Owner: MINERVA

Hauler: USA HAULING & RECYCLING

Location of Demo: Not reported Inspection Conducted: Not reported Inspector Name: Not reported Inspector License Number: Not reported Disposal Facility: Not reported

A5 WINDMERE FTTS 1004453849
Target 2 ABBOTT ROAD HIST FTTS N/A

Property ELLINGTON, CT 06029

Site 5 of 9 in cluster A

Actual: FTTS INSP: 243 ft. Inspection

Inspection Number: 19940323CT028 3

Region: 01
Inspection Date: 03/23/94
Inspector: GIOVANELLI

Violation occurred: No

Investigation Type: AHERA, Enforcement, State Conducted

Investigation Reason: Neutral Scheme, State

Legislation Code: TSCA Facility Function: User

HIST FTTS INSP:

Inspection Number: 19940323CT028 3

Region: 01

Direction Distance

Elevation Site Database(s) EPA ID Number

WINDMERE (Continued) 1004453849

Inspection Date: Not reported Inspector: GIOVANELLI

Violation occurred: No

Investigation Type: AHERA, Enforcement, State Conducted

Investigation Reason: Neutral Scheme, State

Legislation Code: TSCA Facility Function: User

A6 WINDERMERE SCHOOL AIRS S118691741
Target 2 ABBOTT RD ASBESTOS N/A

Property ELLINGTON, CT 06029

Site 6 of 9 in cluster A

Actual: AIRS: 243 ft. Name:

Name: WINDERMERE SCHOOL

Address: 2 ABBOTT RD

City,State,Zip: ELLINGTON, CT 060293800

Address: Not reported
OBS: Not reported
Client No.: Not reported
Town No.: Not reported
Prem No.: Not reported
Contact: Not reported
Phone# Area Code: Not reported

Mail Street: Not reported Mail Town: Not reported Not reported Mail State: Mail Zip: Not reported X Utm Grid: Not reported Y Utm Grid: Not reported Not reported Sic: Permit No: 058-0017-R Description: Not reported Date Permit Issued: 01/01/1966 Date Permit Expires: Not reported Carbon Monoxide Emissions (TPY): Not reported Actual Pm10(TPY): Not reported Actual So(TPY): Not reported Actual Nox(TPY): Not reported Actual Hc(TPY): Not reported

PM25-Pri: Not reported
NH3: Not reported
Contact Title: Not reported
Contact Email: Not reported
Affiliation Type: Not reported

Permit El Type: Air Quality Registration

Status: Active

Assigned Staff: Amarello Susan Affiliate Add1: Not reported Affiliate Add2: Not reported Affiliate City: Not reported Affiliate State: Not reported Affiliate Zip: Not reported Contact Add1: Not reported Not reported Contact City: Not reported Contact State:

EDR ID Number

Direction Distance

Elevation Site Database(s) EPA ID Number

WINDERMERE SCHOOL (Continued)

S118691741

EDR ID Number

Contact Zip: Not reported
Annual Fee: No
AFS ID: Not reported
Company Name: Not reported
NAICS Primary: Not reported
NACIS Desc: Not reported

Name: WINDERMERE SCHOOL

Address: 2 ABBOTT RD

City, State, Zip: ELLINGTON, CT 060293800

Address: Not reported OBS: Not reported Client No.: Not reported Town No.: Not reported Prem No.: Not reported Contact: Not reported Phone# Area Code: Not reported Mail Street: Not reported Mail Town: Not reported Mail State: Not reported Mail Zip: Not reported X Utm Grid: Not reported Y Utm Grid: Not reported Sic: Not reported 058-0018-R Permit No: Description: Not reported Date Permit Issued: 01/01/1966 Date Permit Expires: Not reported Carbon Monoxide Emissions (TPY): Not reported Actual Pm10(TPY): Not reported Actual So(TPY): Not reported Actual Nox(TPY): Not reported Actual Hc(TPY): Not reported PM25-Pri: Not reported NH3: Not reported Contact Title: Not reported

Permit El Type: Air Quality Registration

Not reported

Not reported

Status: Active

Contact Email: Affiliation Type:

Assigned Staff: Amarello Susan Affiliate Add1: Not reported Affiliate Add2: Not reported Affiliate City: Not reported Not reported Affiliate State: Affiliate Zip: Not reported Contact Add1: Not reported Contact City: Not reported Contact State: Not reported Contact Zip: Not reported Annual Fee: No

AFS ID: Not reported Company Name: Not reported NAICS Primary: Not reported NACIS Desc: Not reported

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

WINDERMERE SCHOOL (Continued)

S118691741

ASBESTOS:

ELLINGTON PUBLIC SCHOOLS Name:

Address: 2 ABBOTT RD. City, State, Zip: ELLINGTON, CT 06029

ID: 68022 Trans Number: 19-70 Not reported Enter Date: 08/01/2018 Postmark Date: Check Amount: \$136.25 Check Number: 31114 Type of Notification (new): Х

Type of Notification (cancel): Not reported Type of Notification (revised): Not reported Type of Notification (blanket): Not reported Type of Notification (emergency): Not reported

WINDEMERE ELEMENTARY-HEALTH OF Project Type:

Start Date: 08/13/2018 End Date: 08/17/2018 Licence Number: 000158

ENVIRONMENTAL SERVICES, INC. Contractor:

Contractor Address: 90 BROOKFIELD ST. SOUTH WINDSOR Contractor City:

Contractor State: CT 06074 Contractor Zip: **ALLIANCE** Owner:

Hauler: **ENVIRONMENTAL SERVICES**

Location of Demo: Not reported Inspection Conducted: Not reported Inspector Name: Not reported Inspector License Number: Not reported Disposal Facility: Not reported

ELLINGTON TOWN OF BD OF ED Α7

Target 2 ABBOTT RD

Property ELLINGTON, CT

Site 7 of 9 in cluster A

CT MANIFEST: Actual: 243 ft.

ELLINGTON TOWN OF BD OF ED Name: Address: 2 ABBOTT RD ELLINGTON, CT City,State,Zip:

Phone: Not reported Country: Not reported Manifest ID: 006945962FLE EPA ID: CTP000032344

Hazardous Waste Manifest:

Year: 2014

Manifest: 006945962FLE EPA ID: CTP000032344 Generator Mailing Address: Not reported Generator City, State, Zip: Not reported Discrepancies: Not reported Date Shipped: 2014-01-07 Date Received: Not reported Transporter 2 Date: Not reported

MANIFEST S126363787

N/A

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

ELLINGTON TOWN OF BD OF ED (Continued)

S126363787

TSDF EPA ID: Not reported TSDF Name: Not reported Not reported TSDF Address: TSDF City,State,Zip: Not reported TSDF Country: Not reported Transporter EPA ID: Not reported Transporter Name: Not reported Transporter Address: Not reported Transporter City, State, Zip: Not reported Transporter Country: Not reported Transporter 2 EPA ID: Not reported Transporter 2 Name: Not reported Transporter 2 Address: Not reported Transporter 2 City, State, Zip: Not reported Transporter 2 Country: Not reported US DOT Description: Not reported Number of Containers: Not reported Container Type: Not reported Quantity/Weight/Volume:

Batch Number: Not reported **EPA Waste Codes:** - Not reported Copies: Not reported Alternate Facility Name: Not reported Alternate Facility Address: Not reported Alternate Facility State: Not reported Alternate Facility Date: Not reported

ELLINGTON SCHOOLS 8A 2 ABBOTT RD **Target**

Property ELLINGTON, CT 06029

Site 8 of 9 in cluster A

ASBESTOS: Actual:

243 ft. Name:

ELLINGTON SCHOOLS Address: 2 ABBOTT RD

City, State, Zip: ELLINGTON, CT 06029

ID: 10576 Trans Number: 273 11/19/2008 Enter Date: Postmark Date: 11/07/2008 Check Amount: \$79.00 Check Number: 315

Type of Notification (new): Not reported Type of Notification (cancel): Not reported Type of Notification (revised): Not reported Type of Notification (blanket): Not reported

Type of Notification (emergency): Χ

WINDERMERE SCHOOL Project Type:

Start Date: 11/04/2008 End Date: 11/04/2008 Licence Number: 000541

AMA ENVIRONMENTAL, LLC Contractor: 27 MUDDYBROOK ROAD Contractor Address:

Contractor City: **ELLINGTON**

Contractor State: CT 06029 Contractor Zip: Owner: **MINERVA** **ASBESTOS**

S125093806

N/A

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

ELLINGTON SCHOOLS (Continued)

S125093806

Hauler: **USA HAULING & RECYCLING**

Location of Demo: Not reported Inspection Conducted: Not reported Inspector Name: Not reported Inspector License Number: Not reported Disposal Facility: Not reported

Α9 WINDERMERE SCHOOL 2 ABBOTT RD **Target**

UST U002173928 N/A

ELLINGTON, CT 06029 **Property**

Site 9 of 9 in cluster A

Actual: 243 ft.

UST: WINDERMERE SCHOOL Name:

Address: 2 ABBOTT RD Address 2: Not reported City,State,Zip: ELLINGTON 06029

Facility ID: 48-4594

Substance: Heating Oil(on-site consumption)

01/01/1992 Last Use Date: Tank ID: A-4

Tank was Removed From Ground Closure Status:

Compartment ID:

Tank Status: Permanently Closed Secondary Material: Not reported

Tank Material: Asphalt Coated or Bare Steel

Capacity: 7520 07/01/1966 Install Date: Overfill Installed: Not reported Pipe Material: Bare Steel Pipe Mode Description: Not reported Spill Installed: Not reported Latitude: 41.869785 Longitude: -72.499087 Tank Latitude: 41.869785 Tank Longitude: -72.499087

Contact:

Facility ID: 48-4594

Owner Name: TOWN OF ELLINGTON

Owner Address: 55 MAIN ST Owner Address 2: Not reported Owner Phone: (203) 872-8381 Owner Phone Ext: Not reported

Owner City/State/Zip: ELLINGTON, CT 060293341

Affiliation Type: Owner Contact Name: Not reported Contact Title: Not reported Contact Email: Not reported

48-4594 Facility ID:

TOWN OF ELLINGTON Owner Name:

Owner Address: 55 MAIN ST Owner Address 2: Not reported Owner Phone: Not reported Owner Phone Ext: Not reported

Owner City/State/Zip: ELLINGTON, CT 060293341

Direction Distance

Elevation Site Database(s) EPA ID Number

WINDERMERE SCHOOL (Continued)

U002173928

EDR ID Number

Affiliation Type: Registrant
Contact Name: Not reported
Contact Title: Not reported
Contact Email: Not reported

Name: WINDERMERE SCHOOL

Address: 2 ABBOTT RD
Address 2: Not reported
City, State, Zip: ELLINGTON 06029

Facility ID: 48-4594

Substance: Heating Oil(on-site consumption)

Last Use Date: Not reported
Tank ID: A4R1
Closure Status: Not reported

Compartment ID: A

Tank Status: Currently In Use Secondary Material: Double Walled

Tank Material: Fiberglass Reinforced Plastic

Capacity: 12000
Install Date: 01/01/1992
Overfill Installed: Ball Float Device
Pipe Material: Not reported

Pipe Mode Description: Metallic fittings isolated from soil and water, Metallic piping

isolated from soil and water

 Spill Installed:
 Spill Bucket

 Latitude:
 41.869785

 Longitude:
 -72.499087

 Tank Latitude:
 41.871274

 Tank Longitude:
 -72.500657

Contact:

Facility ID: 48-4594

Owner Name: TOWN OF ELLINGTON

Owner Address: 55 MAIN ST
Owner Address 2: Not reported
Owner Phone: (203) 872-8381
Owner Phone Ext: Not reported

Owner City/State/Zip: ELLINGTON, CT 060293341

Affiliation Type: Owner
Contact Name: Not reported
Contact Title: Not reported
Contact Email: Not reported

Facility ID: 48-4594

Owner Name: TOWN OF ELLINGTON

Owner Address: 55 MAIN ST
Owner Address 2: Not reported
Owner Phone: Not reported
Owner Phone Ext: Not reported

Owner City/State/Zip: ELLINGTON, CT 060293341

Affiliation Type: Registrant
Contact Name: Not reported
Contact Title: Not reported
Contact Email: Not reported

Direction Distance

Elevation Site Database(s) EPA ID Number

10 SPILLS S104413941 WSW 226 WINDSORVILLE RD / POLE # 122 N/A

< 1/8 ELLINGTON, CT

0.074 mi. 392 ft.

Relative: SPILLS:

Lower Name: Not reported

Actual: Address: 226 WINDSORVILLE RD / POLE # 122

232 ft. City,State,Zip: ELLINGTON, CT

Year of Database: 2000 Case Number: 200001824 Who Took Spill: 209

Assigned To: NO Response
Report Date: 03/23/2000
Report Time: 38:00 PM
Date Release: 03/23/2000
Time Responded: 00:00 AM

Corrective Action Taken:Sanded, and Cleaned
Cause Info: Other (transformer failure)

Media Info: Ground Surface

Release Type: dielect
Reported By: roland cakbot
Phone: 860 8719285

Representing: cl&p
Terminated: YES
Recovd (Total): 0
Total (Water): 0
Facility Status: Closed
Continuous Spill: False

Released Substance: TRANSFORMER OIL Qty: < 1.00 (Gallons)

Emergency Measure: transformer oil will be tested/ less than 50 ppm

Water Body: Other (none)
Discharger: Not reported
Telephone: Not reported
Responsible Party: true

RP Address 1: Not reported RP City, St. Zip: CT

RP City,St,Zip:
Historic: False
Waterbody: none

Time Stamp: 2000-03-24 08:22:29
Sr Inspector: RODE, MATT
At Inspctor: **NO RESPONSE
User Stamp: Not reported
Comments: Not reported

Sanded Action: Other Action: Not reported Action: Cleaned Other Action: Not reported Agency ID: **DEP Dispatch** Other Agency: Not reported Not reported DEP Bureau: **DEP Agency:** Not reported Cause ID: Other

Other Cause: transformer failure
Media ID: Ground Surface
Other Media: Not reported
Class ID: Utility

EDR ID Number

Direction Distance

Elevation Site Database(s) EPA ID Number

(Continued) S104413941

Other Class: Not reported dielect
Other Release: Not reported Waterbody: Other
Other Wtrbody: none

11 SPILLS S106500728 ENE FARM 11 ABBOTT RD UST BY MIGRANTWORKER CAMP N/A

ENE FARM 11 ABBOTT RD UST BY MIGRANTWORKER CAMP < 1/8 ELLINGTON, CT

0.075 mi. 395 ft.

Relative: SPILLS: Higher Name:

 Higher
 Name:
 Not reported

 Actual:
 Address:
 FARM 11 ABBOTT RD UST BY MIGRANTWORKER CAMP

250 ft. City,State,Zip: ELLINGTON, CT

Year of Database: 1997 Case Number: 9701479 Who Took Spill: 933

Assigned To: Santacroce, Jim Report Date: 03/27/1997 Report Time: 22:00 PM 03/27/1997 Date Release: Time Responded: 00:00 AM Corrective Action Taken:Not reported Not reported Cause Info: Media Info: **Ground Surface** Release Type: petroleum

Reported By: CULBRO TOBACCO
Phone: 860 2434352
Representing: Not reported
Terminated: YES
Property (Total): 10

Recovd (Total): 10
Total (Water): 0
Facility Status: CLOSED

Continuous Spill: False
Released Substance: #2 FUEL OIL
Qty: 20.00 (Gallons)
Emergency Measure: PUMP OUT TANK
Water Body: Not reported

Discharger: CULBRO TOBACCO
Telephone: Not reported
Responsible Party: false
RP Address 1: Not reported

RP City,St,Zip: BLOOMFIELD, CT 06002

Historic: False Not reported Waterbody: 1997-03-31 11:11:10 Time Stamp: Sr Inspector: Santacroce, Jim At Inspctor: Santacroce, Jim User Stamp: Not reported Comments: Not reported Media ID: **Ground Surface** Other Media: Not reported Release Type: petroleum Other Release: Not reported

EDR ID Number

Direction Distance

Elevation Site Database(s) EPA ID Number

B12 CUMBERLAND FARMS #0643 LUST U002173939

SE 5 WAPPING WOOD RD UST N/A
1/4-1/2 ELLINGTON, CT 06029 SPILLS

1/4-1/2 ELLINGTON, CT 06029 0.472 mi. 2494 ft. Site 1 of 2 in cluster B

Relative: LUST:
Lower Name: Not reported
Actual: Name 2: Not reported

Actual: Name 2: Not reported

241 ft. Address: 5 WAPPING WOOD ROAD

Address 2: Not reported
City,State,Zip: ELLINGTON, CT

LUST Case Id: 28234
Release Date: 06/01/1994
Site Case ID: 48-4613
Substance: Gasoline
Release Source: Delivery Problem

Release Cause: Delivery F10

Overfill

Release Identified: Removal/Closure
Case Number: 1994-02859
Release Quantity: 740 tons soil
Facility City Number: Not reported

Detail As of 06/2020:

Name: CUMBERLAND FARMS INC. #643

Name 2: Not reported

Address: 5 WAPPING WOOD ROAD City, State, Zip: ELLINGTON, CT 06029

Address 2: Not reported LUST Id: 208
UST Facility Id: 4613
LUST Case Id: 28234

Cleanup Initiated Lust Status: Processing Status: Not reported EPA Reportable: True Motor Fuel: True False Diesel: Gasoline: False Other: False Other Release: Not reported

No Release: False Leak: False False Tank: False Piping: Overfill: False Removal: False 10/25/2008 Incident Date: Entry Date: Not reported Site Case Id: 200806800 UST Site Id: 489

Cost Recovery Spill Case #: Not reported Old SITS Number: 9402859
Case Log Id: Not reported

Monthly Report Id: 0
UST Owner Id: 1478
LUST Owner Id: Not reported
UST Event Id: 207

Contact Info:

Contact EMail:

Site Contact City,St,Zip:

Not reported

Not reported

UNKNOWN

EDR ID Number

CPCS

ENF

Direction Distance Elevation

stance EDR ID Number evation Site Database(s) EPA ID Number

Canton, MA 02021

CUMBERLAND FARMS #0643 (Continued)

U002173939

2nd Contact: Alexandra Riddle (ATC Group Services, LLC)
2nd Contact EMail: Alexandra.Riddle@atcassociates.com

2nd Contact Address: 588 Silver Street
2nd Contact City,St,Zip: MA 01001
2nd Contact Address 2: Not reported
2nd Contact City 2: Agawan
2nd Contact Phone Number: 4137896530
2nd Contact Fax Number: 4137892776

2nd Contact Type: Senior Project Manager

Facility City Num: 48

Site Contact: Not reported Site Contact Address: Not reported Site Contact Add 2: Not reported Site Contact City 2: Not reported Site Contact Phone: Not reported Site Contact Fax: Not reported Site Contact Type: Not reported Matt Williamson Department Contact 1: Department Contact 2: Not reported Referral Source: Not reported Offsite Source: False Date Referred: Not reported

False Emergency: Private Heating Fuel: False Commercial Heating Fuel: False Commercial HF < 2100 Gal.: False Commercial HF > 2100 Gal.: False Commercial HF - Size Unk: False No LUST Site: False Cost Recvry Prgm Candidate: False OCSRD Complete: False Follow Up Flag: False Alternate Water Supply: False Relocation: False Responsible Party: False Responsible EMail: Not reported Resp Party Name: Cumberland Farms Resp Party Address: 777 Dedham Street

Resp Party Town Number: 23

Resp Party City, St, Zip:

Resp Party Phone: 7818284900
Resp Party Fax: Not reported
Resp Party Name 2: Not reported
Resp Party Address 2: Not reported
Resp Party Phone 2: 6178284900

Investigator Id: 21

Follow Update: Not reported Area Lextent: Not reported Annual Precipitation: Not reported Affected Population: Not reported Population Setting: Not reported **Ground Water Direction:** Not reported 30.011 ft/ft **Ground Water Gradient:** Hydro Basin: Not reported Drastic: Not reported Not reported Geo Settina:

Ground Water Classification: GA

Distance Elevation

on Site Database(s) EPA ID Number

CUMBERLAND FARMS #0643 (Continued)

U002173939

EDR ID Number

Receptor: semi-annual

Ground Water Flow Direction: East

Ground Water Depth: 12.33 to 25.81 ftbg
Areas Of Concern: Not reported

Free Product Inches: 0

Fund Date: Not reported

Fund Planned: No Fund Obligated: No Fund Outlayed: No Fund Judgment: No Fund Recovered: No Cellar Borings: False Install Micro Wells: False Ground Water Sample: True Soil Sample: False Soil Gas: False Site Inspect: False Soil Excavate: False Geo Probe: False Survey: False Potable Well Sample: False Sample MWS: False Ground Water Gauging: False Soil Venting: False Active: False NOV Action: None NOV Issued: Not reported

NOV Due: Not reported NOV Received: Not reported NOV Closed: Not reported Not reported NOV Disc Date: NOV Issued Date: Not reported NOV Compliance Sched: Not reported NOV Admin Order: Not reported Not reported NOV Referred To Ag: Stop All NOV Actions: False Release Invest Rpt: False DEP App Letter 1: False Correct Action Plan: False DEP App Letter 2: False Rem Sys Install: False Rem Sys Install Date: Not reported Closure Date: Not reported Rem Sys Monitoring Rpt: False **Qrtly Gwater Mon Rpts:** False Closure Req Rpt: False **DEP Closure Letter:** False

No Wells: 8 Lph Wells: 0

Referred To:

User Stamp: ForrestA/forrestlaiuppaa

Date Stamp: 01/14/2019
Correspondence: Not reported
Environmental Impact: Not reported
FollowUp: Not reported

GW Comments: The site and surrounding properties are connected to public water

Not reported

supplies. There are no surface waterbodies in the immediate vincity

Direction Distance

Elevation Site Database(s) EPA ID Number

CUMBERLAND FARMS #0643 (Continued)

U002173939

EDR ID Number

of site.

Location Desc: Surficial Geology: Till deposited during the late Wisconsin

glaciationbedrock Geology: Portland Arkose, a reddish-brown brownstone

Not reported

NOV Comments: Not reported Release Desc: Not reported

Running Comments: Spills Files, UST Enforcement Files, Cleanup Fund Files, and LUST

FilesOpen LUST Cases:2015-03552

Work Performed: Not reported

Name: Not reported Name 2: Not reported

Address: 5 WAPPING WOOD ROAD

Address 2: Not reported City, State, Zip: ELLINGTON, CT

LUST Case Id: 28234 Release Date: 07/16/2015 Site Case ID: 48-4613 Substance: Gasoline Release Source: Unknown Release Cause: Unknown Release Identified: GW monitoring Case Number: 2015-03552 Release Quantity: 0.25 gallons product Facility City Number: Not reported

Detail As of 06/2020:

Name: CUMBERLAND FARMS INC. #643

Name 2: Not reported

Address: 5 WAPPING WOOD ROAD City,State,Zip: ELLINGTON, CT 06029

Address 2: Not reported LUST Id: 208
UST Facility Id: 4613
LUST Case Id: 28234

Lust Status: Cleanup Initiated Processing Status: Not reported

EPA Reportable: True Motor Fuel: True Diesel: False Gasoline: False Other: False Other Release: Not reported No Release: False False Leak: Tank: False Piping: False Overfill: False Removal: False Incident Date: 10/25/2008 Entry Date: Not reported 200806800 Site Case Id: UST Site Id: 489

Cost Recovery Spill Case #: Not reported Old SITS Number: 9402859
Case Log Id: Not reported

Monthly Report Id: 0

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

CUMBERLAND FARMS #0643 (Continued)

U002173939

UST Owner Id: 1478 LUST Owner Id: Not reported UST Event Id: 207

Contact Info: Not reported Contact EMail: Not reported UNKNOWN Site Contact City, St, Zip:

2nd Contact: Alexandra Riddle (ATC Group Services, LLC) 2nd Contact EMail: Alexandra.Riddle@atcassociates.com

588 Silver Street 2nd Contact Address: 2nd Contact City, St, Zip: MA 01001 2nd Contact Address 2: Not reported 2nd Contact City 2: Agawan 2nd Contact Phone Number: 4137896530 2nd Contact Fax Number: 4137892776

2nd Contact Type: Senior Project Manager

Facility City Num: 48

Site Contact: Not reported Site Contact Address: Not reported Site Contact Add 2: Not reported Site Contact City 2: Not reported Site Contact Phone: Not reported Site Contact Fax: Not reported Site Contact Type: Not reported Department Contact 1: Matt Williamson Department Contact 2: Not reported Not reported Referral Source: Offsite Source: False Date Referred: Not reported Emergency: False Private Heating Fuel: False Commercial Heating Fuel: False Commercial HF < 2100 Gal.: False Commercial HF > 2100 Gal.: False Commercial HF - Size Unk: False No LUST Site: False Cost Recvry Prgm Candidate: False OCSRD Complete: False Follow Up Flag: False Alternate Water Supply: False Relocation: False Responsible Party: False Responsible EMail: Not reported Resp Party Name: **Cumberland Farms** Resp Party Address: 777 Dedham Street

Resp Party Town Number: 23

Resp Party City, St, Zip:

Resp Party Phone: 7818284900 Resp Party Fax: Not reported Resp Party Name 2: Not reported Resp Party Address 2: Not reported Resp Party Phone 2: 6178284900

Canton, MA 02021

Investigator Id:

Follow Update: Not reported Area Lextent: Not reported Annual Precipitation: Not reported Affected Population: Not reported Population Setting: Not reported

Direction Distance Elevation

EDR ID Number Site Database(s) **EPA ID Number**

CUMBERLAND FARMS #0643 (Continued)

U002173939

Ground Water Direction: Not reported **Ground Water Gradient:** 30.011 ft/ft Hydro Basin: Not reported Drastic: Not reported Geo Setting: Not reported **Ground Water Classification:** GΑ

Receptor: semi-annual

Ground Water Flow Direction: East

Ground Water Depth: 12.33 to 25.81 ftbg Areas Of Concern: Not reported

Free Product Inches:

Fund Date: Not reported

Fund Planned: No Fund Obligated: No Fund Outlayed: No Fund Judgment: No Fund Recovered: No Cellar Borings: False Install Micro Wells: False Ground Water Sample: True Soil Sample: False Soil Gas: False Site Inspect: False Soil Excavate: False Geo Probe: False Survey: False Potable Well Sample: False Sample MWS: False **Ground Water Gauging:** False Soil Venting: False Active: False NOV Action: None NOV Issued: Not reported NOV Due: Not reported NOV Received: Not reported NOV Closed: Not reported NOV Disc Date: Not reported

NOV Issued Date: Not reported NOV Compliance Sched: Not reported NOV Admin Order: Not reported NOV Referred To Ag: Not reported Stop All NOV Actions: False Release Invest Rpt: False DEP App Letter 1: False Correct Action Plan: False DEP App Letter 2: False Rem Sys Install: False Rem Sys Install Date: Not reported Closure Date: Not reported Rem Sys Monitoring Rpt: False **Qrtly Gwater Mon Rpts:** False Closure Req Rpt: False **DEP Closure Letter:** False Referred To: Not reported

No Wells: 8 Lph Wells:

User Stamp: ForrestA/forrestlaiuppaa

Direction Distance

Elevation Site Database(s) EPA ID Number

CUMBERLAND FARMS #0643 (Continued)

U002173939

EDR ID Number

Date Stamp: 01/14/2019
Correspondence: Not reported
Environmental Impact: Not reported
FollowUp: Not reported

GW Comments: The site and surrounding properties are connected to public water

supplies. There are no surface waterbodies in the immediate vincity

of site.

Location Desc: Surficial Geology: Till deposited during the late Wisconsin

glaciationbedrock Geology: Portland Arkose, a reddish-brown brownstone

Not reported

NOV Comments: Not reported Release Desc: Not reported

Running Comments: Spills Files, UST Enforcement Files, Cleanup Fund Files, and LUST

FilesOpen LUST Cases:2015-03552

Work Performed: Not reported

UST:

Name: CUMBERLAND FARMS #0643 Address: 5 WAPPING WOOD RD

Address 2: Not reported
City,State,Zip: ELLINGTON 06029

Facility ID: 48-4613
Substance: Gasoline
Last Use Date: 06/01/1994

Tank ID: 1

Closure Status: Tank was Removed From Ground

Compartment ID: a

Tank Status: Permanently Closed Secondary Material: Not reported

Tank Material: Asphalt Coated or Bare Steel

Capacity: 9728 Install Date: 11/01/1976 Overfill Installed: Not reported Pipe Material: Bare Steel Pipe Mode Description: Not reported Spill Installed: Not reported Latitude: 41.867222 Longitude: -72.4935 Tank Latitude: 41.867222 -72.4935 Tank Longitude:

Contact:

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 165 Flanders Rd
Owner Address 2: Not reported
Owner Phone: (800) 225-9702
Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Operator
Contact Name: MARTIN HILFINGER
Contact Title: Not reported
Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Distance

Elevation Site Database(s) EPA ID Number

CUMBERLAND FARMS #0643 (Continued)

U002173939

EDR ID Number

Owner Address: 165 Flanders Rd
Owner Address 2: Not reported
Owner Phone: (800) 225-9702
Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Registrant

Contact Name: MARTIN HILFINGER

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 165 Flanders Rd
Owner Address 2: Not reported
Owner Phone: (800) 225-9702
Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Owner

Contact Name: MARTIN HILFINGER

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 165 Flanders Rd
Owner Address 2: Not reported
Owner Phone: (800) 225-9702
Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Primary Contact
Contact Name: MARTIN HILFINGER
Contact Title: Not reported
Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 73 William Frank Dr
Owner Address 2: Not reported
Owner Phone: (413) 789-3530
Owner Phone Ext: Not reported
Owner City/State/Zip: West Springfield, MA
Affiliation Type: Off Site Records

Contact Name: CONNIE DECOURCEY

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 73 William Frank Dr
Owner Address 2: Not reported
Owner Phone: (413) 789-3530
Owner Phone Ext: Not reported
Owner City/State/Zip: West Springfield, MA
Affiliation Type: Billing Contact
Contact Name: CONNIE DECOURCEY

Contact Title: Not reported Contact Email: Not reported

Direction Distance Elevation

on Site Database(s) EPA ID Number

CUMBERLAND FARMS #0643 (Continued)

Facility ID: 48-4613

Owner Name: CFI PropCo 2, LLC Owner Address: 165 Flanders Rd Owner Address 2: Not reported (800) 225-9702 Owner Phone: Owner Phone Ext: Not reported Owner City/State/Zip: Westborough, MA Affiliation Type: Property Owner Contact Name: Martin Hilfinger Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613 Owner Name: Adam Sansoucy 165 Flanders Rd Owner Address: Owner Address 2: Not reported Owner Phone: (800) 225-9702 Owner Phone Ext: Not reported Owner City/State/Zip: Westborough, MA Class A Operator Affiliation Type:

Contact Name: .

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613 Owner Name: Herb Casiano Owner Address: 11000 N Mopac Expy Owner Address 2: Suite 500 (401) 688-7209 Owner Phone: Owner Phone Ext: Not reported Owner City/State/Zip: Austin, TX Affiliation Type: Class B Operator

Contact Name:

Contact Title: Not reported Contact Email: Not reported

Name: CUMBERLAND FARMS #0643 Address: 5 WAPPING WOOD RD

Address 2: Not reported
City,State,Zip: ELLINGTON 06029

Facility ID: 48-4613
Substance: Gasoline
Last Use Date: 06/01/1994

Tank ID: 2

Closure Status: Tank was Removed From Ground

Compartment ID: a

Tank Status: Permanently Closed

Secondary Material: Not reported

Tank Material: Asphalt Coated or Bare Steel

Capacity: 10000
Install Date: 11/01/1976
Overfill Installed: Not reported
Pipe Material: Bare Steel
Pipe Mode Description: Not reported
Spill Installed: Not reported
Latitude: 41.867222

U002173939

EDR ID Number

Direction Distance

Elevation Site Database(s) EPA ID Number

CUMBERLAND FARMS #0643 (Continued)

U002173939

EDR ID Number

Longitude: -72.4935
Tank Latitude: 41.867222
Tank Longitude: -72.4935

Contact:

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 165 Flanders Rd
Owner Address 2: Not reported
Owner Phone: (800) 225-9702
Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Operator

Contact Name: MARTIN HILFINGER

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 165 Flanders Rd
Owner Address 2: Not reported
Owner Phone: (800) 225-9702
Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Registrant

Contact Name: MARTIN HILFINGER

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 165 Flanders Rd
Owner Address 2: Not reported
Owner Phone: (800) 225-9702
Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Owner

Contact Name: MARTIN HILFINGER

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 165 Flanders Rd
Owner Address 2: Not reported
Owner Phone: (800) 225-9702
Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Primary Contact
Contact Name: MARTIN HILFINGER

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 73 William Frank Dr Owner Address 2: Not reported Owner Phone: (413) 789-3530

Elevation Site

Distance

Site Database(s) EPA ID Number

CUMBERLAND FARMS #0643 (Continued)

U002173939

EDR ID Number

Owner Phone Ext: Not reported
Owner City/State/Zip: West Springfield, MA
Affiliation Type: Off Site Records
Contact Name: CONNIE DECOURCEY

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 73 William Frank Dr
Owner Address 2: Not reported
Owner Phone: (413) 789-3530
Owner Phone Ext: Not reported
Owner City/State/Zip: West Springfield, MA
Affiliation Type: Billing Contact

Contact Name: CONNIE DECOURCEY

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CFI PropCo 2, LLC Owner Address: 165 Flanders Rd Owner Address 2: Not reported (800) 225-9702 Owner Phone: Owner Phone Ext: Not reported Owner City/State/Zip: Westborough, MA Affiliation Type: Property Owner Contact Name: Martin Hilfinger Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613
Owner Name: Adam Sansoucy
Owner Address: 165 Flanders Rd
Owner Address 2: Not reported
Owner Phone: (800) 225-9702
Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA
Affiliation Type: Class A Operator
Contact Name: .

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613
Owner Name: Herb Casiano
Owner Address: 11000 N Mopac Expy

Owner Address 2: Suite 500
Owner Phone: (401) 688-7209
Owner Phone Ext: Not reported
Owner City/State/Zip: Austin, TX
Affiliation Type: Class B Operator

Contact Name:

Contact Title: Not reported Contact Email: Not reported

Name: CUMBERLAND FARMS #0643

Direction Distance

Elevation Site Database(s) EPA ID Number

CUMBERLAND FARMS #0643 (Continued)

U002173939

EDR ID Number

Address: 5 WAPPING WOOD RD

Address 2: Not reported City, State, Zip: ELLINGTON 06029

Facility ID: 48-4613
Substance: Gasoline
Last Use Date: 06/01/1994

Tank ID:

Closure Status: Tank was Removed From Ground

Compartment ID: a

Tank Status: Permanently Closed

Secondary Material: Not reported

Tank Material: Asphalt Coated or Bare Steel

4000 Capacity: Install Date: 11/01/1976 Not reported Overfill Installed: Pipe Material: Bare Steel Pipe Mode Description: Not reported Not reported Spill Installed: Latitude: 41.867222 Longitude: -72.4935 Tank Latitude: 41.867222 Tank Longitude: -72.4935

Contact:

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 165 Flanders Rd
Owner Address 2: Not reported
Owner Phone: (800) 225-9702
Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Operator

Contact Name: MARTIN HILFINGER

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 165 Flanders Rd
Owner Address 2: Not reported
Owner Phone: (800) 225-9702
Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Registrant

Contact Name: MARTIN HILFINGER

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 165 Flanders Rd
Owner Address 2: Not reported
Owner Phone: (800) 225-9702
Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Owner

Contact Name: MARTIN HILFINGER

Contact Title: Not reported

Direction Distance Elevation

vation Site Database(s) EPA ID Number

CUMBERLAND FARMS #0643 (Continued)

U002173939

EDR ID Number

Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 165 Flanders Rd
Owner Address 2: Not reported
Owner Phone: (800) 225-9702
Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Primary Contact
Contact Name: MARTIN HILFINGER

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 73 William Frank Dr Owner Address 2: Not reported Owner Phone: (413) 789-3530 Owner Phone Ext: Not reported

Owner City/State/Zip: West Springfield, MA
Affiliation Type: Off Site Records
Contact Name: CONNIE DECOURCEY

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 73 William Frank Dr
Owner Address 2: Not reported
Owner Phone: (413) 789-3530
Owner Phone Ext: Not reported
Owner City/State/Zip: West Springfield, MA
Affiliation Type: Billing Contact

Contact Name: CONNIE DECOURCEY

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

CFI PropCo 2, LLC Owner Name: Owner Address: 165 Flanders Rd Owner Address 2: Not reported Owner Phone: (800) 225-9702 Owner Phone Ext: Not reported Owner City/State/Zip: Westborough, MA Affiliation Type: Property Owner Contact Name: Martin Hilfinger Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: Adam Sansoucy
Owner Address: 165 Flanders Rd
Owner Address 2: Not reported
Owner Phone: (800) 225-9702
Owner Phone Ext: Not reported
Owner City/State/Zip: Westborough, MA

Direction Distance

Elevation Site Database(s) EPA ID Number

CUMBERLAND FARMS #0643 (Continued)

U002173939

EDR ID Number

Affiliation Type: Class A Operator

Contact Name:

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613
Owner Name: Herb Casiano
Owner Address: 11000 N Mopac Expy

Owner Address 2: Suite 500
Owner Phone: (401) 688-7209
Owner Phone Ext: Not reported
Owner City/State/Zip: Austin, TX
Affiliation Type: Class B Operator

Contact Name:

Contact Title: Not reported Contact Email: Not reported

Name: CUMBERLAND FARMS #0643 Address: 5 WAPPING WOOD RD

Address 2: Not reported
City,State,Zip: ELLINGTON 06029
Facility ID: 48-4613

Substance: Gasoline
Last Use Date: Not reported
Tank ID: A
Closure Status: Not reported
Compartment ID: Not reported
Tank Status: Currently In Use
Secondary Material: Double Walled

Tank Material: Fiberglass Reinforced Plastic

Capacity: 10000
Install Date: 06/01/1994
Overfill Installed: Ball Float Device

Pipe Material: Rigid Fiberglass Reinforced Plastic

Pipe Mode Description: Containment Sumps @ Tanks, Double Walled

 Spill Installed:
 Spill Bucket

 Latitude:
 41.867222

 Longitude:
 -72.4935

 Tank Latitude:
 41.867222

 Tank Longitude:
 -72.4935

Contact:

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 165 Flanders Rd
Owner Address 2: Not reported
Owner Phone: (800) 225-9702
Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Operator

Contact Name: MARTIN HILFINGER

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 165 Flanders Rd

Direction Distance Elevation

on Site Database(s) EPA ID Number

CUMBERLAND FARMS #0643 (Continued)

U002173939

EDR ID Number

Owner Address 2: Not reported
Owner Phone: (800) 225-9702
Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Registrant

Contact Name: MARTIN HILFINGER
Contact Title: Not reported
Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 165 Flanders Rd
Owner Address 2: Not reported
Owner Phone: (800) 225-9702
Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Owner

Contact Name: MARTIN HILFINGER

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 165 Flanders Rd
Owner Address 2: Not reported
Owner Phone: (800) 225-9702
Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Primary Contact
Contact Name: MARTIN HILFINGER
Contact Title: Not reported
Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 73 William Frank Dr
Owner Address 2: Not reported
Owner Phone: (413) 789-3530
Owner Phone Ext: Not reported
Owner City/State/Zip: West Springfield, MA
Affiliation Type: Off Site Records
Contact Name: CONNIE DECOURCEY

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 73 William Frank Dr
Owner Address 2: Not reported
Owner Phone: (413) 789-3530
Owner Phone Ext: Not reported
Owner City/State/Zip: West Springfield, MA
Affiliation Type: Billing Contact

Contact Name: CONNIE DECOURCEY
Contact Title: Not reported

Contact little: Not reported Contact Email: Not reported

Direction Distance

Elevation Site Database(s) EPA ID Number

CUMBERLAND FARMS #0643 (Continued)

Facility ID: 48-4613

Owner Name: CFI PropCo 2, LLC Owner Address: 165 Flanders Rd Owner Address 2: Not reported (800) 225-9702 Owner Phone: Owner Phone Ext: Not reported Owner City/State/Zip: Westborough, MA Affiliation Type: Property Owner Contact Name: Martin Hilfinger Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613 Owner Name: Adam Sansoucy 165 Flanders Rd Owner Address: Owner Address 2: Not reported Owner Phone: (800) 225-9702 Owner Phone Ext: Not reported Owner City/State/Zip: Westborough, MA Class A Operator Affiliation Type:

Contact Name: .

Contact Title: Not reported Contact Email: Not reported

Owner Name: Herb Casiano
Owner Address: 11000 N Mopac Expy
Owner Address 2: Suite 500
Owner Phone: (401) 688-7209
Owner Phone Ext: Not reported
Owner City/State/Zip: Austin, TX
Affiliation Type: Class B Operator

Contact Name:

Facility ID:

Contact Title: Not reported Contact Email: Not reported

Name: CUMBERLAND FARMS #0643 Address: 5 WAPPING WOOD RD

48-4613

Address 2: Not reported
City,State,Zip: ELLINGTON 06029

Facility ID: 48-4613
Substance: Gasoline
Last Use Date: Not reported

Tank ID: B

Closure Status: Not reported
Compartment ID: Not reported
Tank Status: Currently In Use
Secondary Material: Double Walled

Tank Material: Fiberglass Reinforced Plastic

Capacity: 8000
Install Date: 06/01/1994
Overfill Installed: Ball Float Device

Pipe Material: Rigid Fiberglass Reinforced Plastic

Pipe Mode Description: Containment Sumps @ Tanks, Double Walled

Spill Installed: Spill Bucket Latitude: 41.867222 U002173939

EDR ID Number

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

CUMBERLAND FARMS #0643 (Continued)

U002173939

Longitude: -72.4935 41.867222 Tank Latitude: Tank Longitude: -72.4935

Contact:

Facility ID: 48-4613

CUMBERLAND FARMS, INC. Owner Name:

165 Flanders Rd Owner Address: Owner Address 2: Not reported Owner Phone: (800) 225-9702 Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Operator

Contact Name: MARTIN HILFINGER

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 165 Flanders Rd Owner Address 2: Not reported Owner Phone: (800) 225-9702 Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Registrant

Contact Name: MARTIN HILFINGER

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

CUMBERLAND FARMS, INC. Owner Name:

Owner Address: 165 Flanders Rd Owner Address 2: Not reported (800) 225-9702 Owner Phone: Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Owner

Contact Name: MARTIN HILFINGER

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 165 Flanders Rd Owner Address 2: Not reported Owner Phone: (800) 225-9702 Owner Phone Ext: Not reported

Westborough, MA 015811032 Owner City/State/Zip:

Affiliation Type: **Primary Contact** Contact Name: MARTIN HILFINGER

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 73 William Frank Dr Owner Address 2: Not reported Owner Phone: (413) 789-3530

MAP FINDINGS Map ID Direction

Elevation

Distance

Site Database(s) **EPA ID Number**

CUMBERLAND FARMS #0643 (Continued)

U002173939

EDR ID Number

Owner Phone Ext: Not reported Owner City/State/Zip: West Springfield, MA Affiliation Type: Off Site Records Contact Name: CONNIE DECOURCEY

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 73 William Frank Dr Owner Address 2: Not reported Owner Phone: (413) 789-3530 Owner Phone Ext: Not reported Owner City/State/Zip: West Springfield, MA **Billing Contact** Affiliation Type:

CONNIE DECOURCEY Contact Name:

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CFI PropCo 2, LLC Owner Address: 165 Flanders Rd Owner Address 2: Not reported (800) 225-9702 Owner Phone: Owner Phone Ext: Not reported Owner City/State/Zip: Westborough, MA Affiliation Type: Property Owner Contact Name: Martin Hilfinger Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: Adam Sansoucy Owner Address: 165 Flanders Rd Not reported Owner Address 2: Owner Phone: (800) 225-9702 Owner Phone Ext: Not reported Owner City/State/Zip: Westborough, MA Affiliation Type: Class A Operator

Contact Name:

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613 Owner Name: Herb Casiano Owner Address: 11000 N Mopac Expy

Owner Address 2: Suite 500 Owner Phone: (401) 688-7209 Owner Phone Ext: Not reported Owner City/State/Zip: Austin, TX Affiliation Type: Class B Operator

Contact Name:

Contact Title: Not reported Contact Email: Not reported

Name: **CUMBERLAND FARMS #0643**

Direction Distance

Elevation Site Database(s) EPA ID Number

CUMBERLAND FARMS #0643 (Continued)

U002173939

EDR ID Number

Address: 5 WAPPING WOOD RD

Address 2: Not reported
City,State,Zip: ELLINGTON 06029

Facility ID: 48-4613
Substance: Gasoline
Last Use Date: Not reported

Tank ID: C

Closure Status: Not reported
Compartment ID: Not reported
Tank Status: Currently In Use
Secondary Material: Double Walled

Tank Material: Fiberglass Reinforced Plastic

Capacity: 6000
Install Date: 06/01/1994
Overfill Installed: Ball Float Device

Pipe Material: Rigid Fiberglass Reinforced Plastic

Pipe Mode Description: Containment Sumps @ Tanks, Double Walled

Spill Installed: Spill Bucket
Latitude: 41.867222
Longitude: -72.4935
Tank Latitude: 41.867222
Tank Longitude: -72.4935

Contact:

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 165 Flanders Rd
Owner Address 2: Not reported
Owner Phone: (800) 225-9702
Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Operator

Contact Name: MARTIN HILFINGER

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 165 Flanders Rd
Owner Address 2: Not reported
Owner Phone: (800) 225-9702
Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Registrant

Contact Name: MARTIN HILFINGER

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 165 Flanders Rd
Owner Address 2: Not reported
Owner Phone: (800) 225-9702
Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Owner

Contact Name: MARTIN HILFINGER

Contact Title: Not reported

Direction Distance

Elevation Site Database(s) EPA ID Number

CUMBERLAND FARMS #0643 (Continued)

U002173939

EDR ID Number

Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 165 Flanders Rd
Owner Address 2: Not reported
Owner Phone: (800) 225-9702
Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Primary Contact
Contact Name: MARTIN HILFINGER

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 73 William Frank Dr
Owner Address 2: Not reported
Owner Phone: (413) 789-3530
Owner Phone Ext: Not reported
Owner City/State/Zip: West Springfield, MA

Affiliation Type: Off Site Records
Contact Name: CONNIE DECOURCEY

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 73 William Frank Dr
Owner Address 2: Not reported
Owner Phone: (413) 789-3530
Owner Phone Ext: Not reported
Owner City/State/Zip: West Springfield, MA
Affiliation Type: Billing Contact

Contact Name: CONNIE DECOURCEY

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

CFI PropCo 2, LLC Owner Name: Owner Address: 165 Flanders Rd Owner Address 2: Not reported Owner Phone: (800) 225-9702 Owner Phone Ext: Not reported Owner City/State/Zip: Westborough, MA Affiliation Type: Property Owner Contact Name: Martin Hilfinger Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: Adam Sansoucy
Owner Address: 165 Flanders Rd
Owner Address 2: Not reported
Owner Phone: (800) 225-9702
Owner Phone Ext: Not reported
Owner City/State/Zip: Westborough, MA

Direction Distance

Elevation Site Database(s) EPA ID Number

CUMBERLAND FARMS #0643 (Continued)

U002173939

EDR ID Number

Affiliation Type: Class A Operator

Contact Name:

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613
Owner Name: Herb Casiano
Owner Address: 11000 N Mopac Expy

Owner Address 2: Suite 500
Owner Phone: (401) 688-7209
Owner Phone Ext: Not reported
Owner City/State/Zip: Austin, TX
Affiliation Type: Class B Operator

Contact Name:

Contact Title: Not reported Contact Email: Not reported

Name: CUMBERLAND FARMS #0643 Address: 5 WAPPING WOOD RD

Address 2: Not reported
City,State,Zip: ELLINGTON 06029

Facility ID: 48-4613
Substance: Gasoline
Last Use Date: Not reported
Tank ID: D
Closure Status: Not reported
Compartment ID: Not reported
Tank Status: Currently In Use
Secondary Material: Double Walled

Tank Material: Fiberglass Reinforced Plastic

Capacity: 12000
Install Date: 03/01/2006
Overfill Installed: Ball Float Device

Pipe Material: Rigid Fiberglass Reinforced Plastic

Pipe Mode Description: Containment Sumps @ Tanks, Double Walled

Spill Installed: Spill Bucket
Latitude: 41.867222
Longitude: -72.4935
Tank Latitude: 41.867222
Tank Longitude: -72.4935

Contact:

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 165 Flanders Rd
Owner Address 2: Not reported
Owner Phone: (800) 225-9702
Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Operator

Contact Name: MARTIN HILFINGER

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 165 Flanders Rd

Direction Distance Elevation

Site Database(s) **EPA ID Number**

CUMBERLAND FARMS #0643 (Continued)

U002173939

EDR ID Number

Owner Address 2: Not reported Owner Phone: (800) 225-9702 Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Registrant

MARTIN HILFINGER Contact Name: Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

CUMBERLAND FARMS, INC. Owner Name:

Owner Address: 165 Flanders Rd Owner Address 2: Not reported Owner Phone: (800) 225-9702 Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Affiliation Type: Owner

Contact Name: MARTIN HILFINGER

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 165 Flanders Rd Owner Address 2: Not reported Owner Phone: (800) 225-9702 Owner Phone Ext: Not reported

Owner City/State/Zip: Westborough, MA 015811032

Primary Contact Affiliation Type: MARTIN HILFINGER Contact Name: Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613

CUMBERLAND FARMS, INC. Owner Name:

Owner Address: 73 William Frank Dr Owner Address 2: Not reported Owner Phone: (413) 789-3530 Owner Phone Ext: Not reported West Springfield, MA Owner City/State/Zip: Affiliation Type: Off Site Records Contact Name: CONNIE DECOURCEY

Not reported

Contact Title: Contact Email: Not reported

Facility ID: 48-4613

Owner Name: CUMBERLAND FARMS, INC.

Owner Address: 73 William Frank Dr Owner Address 2: Not reported Owner Phone: (413) 789-3530 Owner Phone Ext: Not reported Owner City/State/Zip: West Springfield, MA Billing Contact Affiliation Type:

CONNIE DECOURCEY Contact Name:

Contact Title: Not reported Contact Email: Not reported

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

CUMBERLAND FARMS #0643 (Continued)

Facility ID:

Owner Name: CFI PropCo 2, LLC Owner Address: 165 Flanders Rd Owner Address 2: Not reported (800) 225-9702 Owner Phone: Owner Phone Ext: Not reported Owner City/State/Zip: Westborough, MA Affiliation Type: Property Owner Contact Name: Martin Hilfinger Contact Title: Not reported Contact Email: Not reported

48-4613

Facility ID: 48-4613 Owner Name: Adam Sansoucy 165 Flanders Rd Owner Address: Owner Address 2: Not reported Owner Phone: (800) 225-9702 Owner Phone Ext: Not reported Owner City/State/Zip: Westborough, MA Class A Operator Affiliation Type:

Contact Name:

Contact Title: Not reported Contact Email: Not reported

Facility ID: 48-4613 Owner Name: Herb Casiano Owner Address: 11000 N Mopac Expy Owner Address 2: Suite 500 (401) 688-7209 Owner Phone: Owner Phone Ext: Not reported Owner City/State/Zip: Austin, TX Affiliation Type: Class B Operator

Contact Name:

Contact Title: Not reported Contact Email: Not reported

SPILLS:

Name: Not reported

Address: **5 WAPPING WOOD ROAD** City,State,Zip: ELLINGTON, CT

Year of Database: 2008 Case Number: 200806800

Who Took Spill: 204

Assigned To: NO Response Report Date: 10/25/2008 Report Time: 46:00 PM Date Release: 10/25/2008 Time Responded: 00:00 AM Corrective Action Taken:Sanded Cause Info: **OVERFILL** Media Info: **Ground Surface** Release Type: petroleum Reported By: ally

800 2259702 Phone: Representing: cumberland farms

Terminated: YES

U002173939

Direction Distance

Elevation Site Database(s) **EPA ID Number**

CUMBERLAND FARMS #0643 (Continued)

U002173939

EDR ID Number

Recovd (Total): 0 0 Total (Water): CLOSED

Facility Status:

RP Address 1:

Continuous Spill: False **GASOLINE** Released Substance: < 1.00 (Gallons) Qty: Not reported **Emergency Measure:** Water Body: Not reported Discharger: Not reported Telephone: Not reported Responsible Party: Not reported

Not reported

RP City,St,Zip: CT Historic: False Waterbody: Not reported Time Stamp: 2008-10-27 16:17:11 Sr Inspector: therrien,adam **NO RESPONSE At Inspctor: User Stamp: cguzman Comments: Not reported

Action: Sanded Other Action: Not reported **DEP Dispatch** Agency ID: Other Agency: Not reported DEP Bureau: Not reported DEP Agency: Not reported Cause ID: Overfill Other Cause: Not reported **Ground Surface** Media ID: Other Media: Not reported Class ID: Commercial Other Class: Not reported Release Type: petroleum Other Release: Not reported

Name: Not reported

Address: 5 WAPPING WOOD RD.

City, State, Zip: ELLINGTON, CT

Year of Database: 2017 201704667 Case Number: Who Took Spill: 203

Assigned To: NO Response Report Date: 09/13/2017 Report Time: 54:00 PM Date Release: 09/13/2017 15:00 PM Time Responded: Corrective Action Taken:Cleaned Cause Info: **OVERFILL** Media Info: **Ground Surface** Release Type: petroleum Reported By: Julie Phone: 800 2259702 Representing: **Cumberland Farms**

Terminated: YES Recovd (Total): 0 Total (Water): 0 Facility Status: **CLOSED**

Direction Distance

Elevation Site Database(s) EPA ID Number

CUMBERLAND FARMS #0643 (Continued)

U002173939

EDR ID Number

Continuous Spill: False

Released Substance: DIESEL FUEL
Qty: 2.00 (Gallons)
Emergency Measure: Cleaned. FD assisted.

Water Body: Not reported
Discharger: Not reported
Telephone: Not reported
Responsible Party: Not reported
RP Address 1: Not reported
RP City,St,Zip: CT

RP City,St,Zip:
Historic:
Waterbody:
False
None

Time Stamp: 2017-09-14 17:28:33
Sr Inspector: SUSAN CAMPBELL
At Inspctor: **NO RESPONSE
User Stamp: Guzmanca
Comments: Not reported

Action: Cleaned
Other Action: Not reported
Agency ID: DEP Dispatch
Other Agency: Not reported
DEP Bureau: Not reported
DEP Agency: Not reported

Agency ID: LOCAL FIRE DEPARTMENT

Other Agency: Not reported DEP Bureau: Not reported Not reported **DEP Agency:** Cause ID: Overfill Other Cause: Not reported Media ID: **Ground Surface** Not reported Other Media: Class ID: Private Other Class: Not reported Release Type: petroleum Other Release: Not reported

CPCS:

Name: CUMBERLAND FARMS

Address: 5 WAPPING

City, State, Zip: ELLINGTON, CT 06029

Site Type: LUST Lust Status code: 4

Lust Status: Lust Completed (DEP's significant hazard definition)

PTP Form: Not reported Program: Not reported

Comments: Ust Cleanup Fund Id: 489 Spill Report Id #: 94-2859 Spill Report 2859

States That 2x8k And 1x4k Steel Gasoline Tanks And The Contaminated Soil Were Removed. Confirmation Samples Were Taken. One Piece Of

Correspondence From Ocsrd Correspondence

Site Type Definition: Leaking Underground Storage Tanks Completed

ENFORCEMENT:

Name: CUMBERLAND FARMS #0643
Address: 5 WAPPING WOOD RD
City,State,Zip: ELLINGTON, CT 06029
Enforcement Action ID: NOVUST-MC213-0125

Direction Distance

Elevation Site Database(s) EPA ID Number

CUMBERLAND FARMS #0643 (Continued)

U002173939

EDR ID Number

Enforcement Type Code:
Program Id:
Not reported
Enforcement Action Date:
Penalty Amount:
Sep Amt:
Notice Of Violation
Not reported
Not reported

Bureau Name: Materials Management & Compliance Assurance
Program: Underground Storage Tank Enforcement

Status: Active
Date of Discovery: Not reported
Resolution Date: Not reported
Resolution Type: Not reported
Staff: Wilde Philip

ENF Action Comment: The Departments inspector has determined that there is liquid or

evidence of liquid accumulating in sump..

Number Violations: 1

Civil Penalty: Not reported SEP Description: Not reported Associated Els: Not reported Client Affiliation Type: Respondent Affiliation Name: Not reported Affiliation Address Line1: Not reported Affiliation Address Line2: Not reported Not reported Affiliation City/State/Zip: Contact Title: Not reported Not reported Contact Name: Contact EMail: Not reported

Name: **CUMBERLAND FARMS #0643** 5 WAPPING WOOD RD Address: ELLINGTON, CT 06029 City,State,Zip: Enforcement Action ID: NVAR17289--14090 **Enforcement Type Code:** Notice Of Violation Program Id: Not reported **Enforcement Action Date:** 06/27/2014 Penalty Amount: \$0.00 Sep Amt: Not reported Bureau Name: Air Management Program: Air Enforcement

Status: Active
Date of Discovery: 06/11/2014
Resolution Date: Not reported
Resolution Type: Not reported
Staff: Phouthakoun Seng
ENF Action Comment: Late Stage I testing.
Number Violations: Not reported

Civil Penalty: Not reported SEP Description: Not reported Associated Els: Not reported Client Affiliation Type: Respondent

Affiliation Name: CUMBERLAND FARMS, INC. Affiliation Address Line1: 100 CROSSING BLVD

Affiliation Address Line2: Not reported

Affiliation City/State/Zip: FRAMINGHAM, MA 01702 5401

Contact Title: Not reported
Contact Name: Not reported
Contact EMail: Not reported

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

CUMBERLAND FARMS #0643 (Continued)

U002173939

Name: **CUMBERLAND FARMS #0643** 5 WAPPING WOOD RD Address: City,State,Zip: ELLINGTON, CT 06029 Enforcement Action ID: NOVUST-MC215-0040 **Enforcement Type Code:** Field Notice of Violation

Program Id: Not reported 07/20/2015 Enforcement Action Date: Penalty Amount: \$0.00 Sep Amt: Not reported

Bureau Name: Materials Management & Compliance Assurance Program: Underground Storage Tank Enforcement

Wilde Philip

Status: Active 07/20/2015 Date of Discovery: Resolution Date: Not reported Resolution Type: None

ENF Action Comment: The release detection for this tank indicates a possible release. The

> owner shall perform an investigation into the cause of the failure to determine if a release has occurred. If a release of a regulated substance from the system has occurred, the owner shall comply with

all the requirements of Section 105..

Number Violations: 1

Civil Penalty: Not reported SEP Description: Not reported

Associated Els: Underground Storage Tank Notification (48-4613)

Client Affiliation Type: Respondent

CUMBERLAND FARMS, INC. Affiliation Name: Affiliation Address Line1: 100 CROSSING BLVD

Affiliation Address Line2: Not reported

FRAMINGHAM, MA 01702 5401 Affiliation City/State/Zip:

Contact Title: Not reported Contact Name: Not reported Contact EMail: Not reported

B13 **CUMBERLAND FARMS RGA LUST** S116026641 SE **5 WAPPING WOOD ROAD**

N/A

ELLINGTON, CT 1/4-1/2

0.472 mi.

2494 ft. Site 2 of 2 in cluster B

Staff:

Relative: RGA LUST:

Lower 2012 **CUMBERLAND FARMS 5 WAPPING WOOD ROAD** 2011 **CUMBERLAND FARMS 5 WAPPING WOOD ROAD** Actual: 2010 **CUMBERLAND FARMS 5 WAPPING WOOD ROAD** 241 ft. 2009 **CUMBERLAND FARMS** 5 WAPPING WOOD ROAD

RGA LUST S116021542 14 N/A

SSE **27 WAPPINGWOOD RD** 1/4-1/2 **ELLINGTON, CT**

0.482 mi.

2546 ft.

Relative: RGA LUST:

Higher 2001 27 WAPPINGWOOD RD

Actual:

316 ft.

Count: 1 records. ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
ELLINGTON	S105738648	ELLINGTON RESIDENCE	TRIPP RD.	06029	LUST, CPCS

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Lists of Federal NPL (Superfund) sites

NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 01/25/2022 Source: EPA
Date Data Arrived at EDR: 02/03/2022 Telephone: N/A

Number of Days to Update: 19 Next Scheduled EDR Contact: 07/11/2022
Data Release Frequency: Quarterly

NPL Site Boundaries

Sources

EPA's Environmental Photographic Interpretation Center (EPIC)

Telephone: 202-564-7333

EPA Region 1 EPA Region 6

Telephone 617-918-1143 Telephone: 214-655-6659

EPA Region 3 EPA Region 7

Telephone 215-814-5418 Telephone: 913-551-7247

EPA Region 4 EPA Region 8

Telephone 404-562-8033 Telephone: 303-312-6774

EPA Region 5 EPA Region 9

Telephone 312-886-6686 Telephone: 415-947-4246

EPA Region 10

Telephone 206-553-8665

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 01/25/2022 Source: EPA
Date Data Arrived at EDR: 02/03/2022 Telephone: N/A

Next Scheduled EDR Contact: 07/11/2022
Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/1991 Date Data Arrived at EDR: 02/02/1994 Date Made Active in Reports: 03/30/1994

Number of Days to Update: 56

Source: EPA

Telephone: 202-564-4267 Last EDR Contact: 08/15/2011

Next Scheduled EDR Contact: 11/28/2011 Data Release Frequency: No Update Planned

Lists of Federal Delisted NPL sites

Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Source: EPA

Date of Government Version: 01/25/2022 Date Data Arrived at EDR: 02/03/2022 Date Made Active in Reports: 02/22/2022

Number of Days to Update: 19

Telephone: N/A Last EDR Contact: 05/05/2022

.ast EDR Contact: 05/05/2022 Jevt Scheduled EDP Contact: (

Next Scheduled EDR Contact: 07/11/2022 Data Release Frequency: Quarterly

Lists of Federal sites subject to CERCLA removals and CERCLA orders

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 05/25/2021 Date Data Arrived at EDR: 06/24/2021 Date Made Active in Reports: 09/20/2021

Number of Days to Update: 88

Source: Environmental Protection Agency Telephone: 703-603-8704

Last EDR Contact: 04/01/2022

Next Scheduled EDR Contact: 07/11/2022 Data Release Frequency: Varies

SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly know as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 01/25/2022
Date Data Arrived at EDR: 02/03/2022
Date Made Active in Reports: 02/22/2022
Number of Days to Lindate: 10

Number of Days to Update: 19

Source: EPA

Telephone: 800-424-9346 Last EDR Contact: 05/05/2022

Next Scheduled EDR Contact: 07/25/2022 Data Release Frequency: Quarterly

Lists of Federal CERCLA sites with NFRAP

SEMS-ARCHIVE: Superfund Enterprise Management System Archive

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 01/25/2022 Date Data Arrived at EDR: 02/03/2022 Date Made Active in Reports: 02/22/2022

Number of Days to Update: 19

Source: EPA

Telephone: 800-424-9346 Last EDR Contact: 05/05/2022

Next Scheduled EDR Contact: 07/25/2022 Data Release Frequency: Quarterly

Lists of Federal RCRA facilities undergoing Corrective Action

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 02/28/2022 Date Data Arrived at EDR: 03/02/2022 Date Made Active in Reports: 03/17/2022

Number of Days to Update: 15

Source: EPA

Telephone: 800-424-9346 Last EDR Contact: 04/06/2022

Next Scheduled EDR Contact: 07/04/2022 Data Release Frequency: Quarterly

Lists of Federal RCRA TSD facilities

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 02/28/2022 Date Data Arrived at EDR: 03/02/2022 Date Made Active in Reports: 03/17/2022

Number of Days to Update: 15

Source: Environmental Protection Agency

Telephone: (888) 372-7341 Last EDR Contact: 04/06/2022

Next Scheduled EDR Contact: 07/04/2022 Data Release Frequency: Quarterly

Lists of Federal RCRA generators

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 02/28/2022 Date Data Arrived at EDR: 03/02/2022 Date Made Active in Reports: 03/17/2022

Number of Days to Update: 15

Source: Environmental Protection Agency Telephone: (888) 372-7341

Last EDR Contact: 04/06/2022

Next Scheduled EDR Contact: 07/04/2022 Data Release Frequency: Quarterly

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 02/28/2022 Date Data Arrived at EDR: 03/02/2022 Date Made Active in Reports: 03/17/2022

Number of Days to Update: 15

Source: Environmental Protection Agency

Telephone: (888) 372-7341 Last EDR Contact: 04/06/2022

Next Scheduled EDR Contact: 07/04/2022 Data Release Frequency: Quarterly

RCRA-VSQG: RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)
RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation
and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database
includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste
as defined by the Resource Conservation and Recovery Act (RCRA). Very small quantity generators (VSQGs) generate
less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 02/28/2022 Date Data Arrived at EDR: 03/02/2022 Date Made Active in Reports: 03/17/2022

Number of Days to Update: 15

Source: Environmental Protection Agency

Telephone: (888) 372-7341 Last EDR Contact: 04/06/2022

Next Scheduled EDR Contact: 07/04/2022 Data Release Frequency: Quarterly

Federal institutional controls / engineering controls registries

LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 11/15/2021 Date Data Arrived at EDR: 11/16/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 84

Source: Department of the Navy Telephone: 843-820-7326 Last EDR Contact: 05/05/2022

Next Scheduled EDR Contact: 08/22/2022 Data Release Frequency: Varies

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 11/19/2021 Date Data Arrived at EDR: 11/19/2021 Date Made Active in Reports: 02/14/2022

Number of Days to Update: 87

Source: Environmental Protection Agency

Telephone: 703-603-0695 Last EDR Contact: 02/23/2022

Next Scheduled EDR Contact: 06/06/2022 Data Release Frequency: Varies

US INST CONTROLS: Institutional Controls Sites List

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 11/19/2021 Date Data Arrived at EDR: 11/19/2021 Date Made Active in Reports: 02/14/2022

Number of Days to Update: 87

Source: Environmental Protection Agency

Telephone: 703-603-0695 Last EDR Contact: 02/23/2022

Next Scheduled EDR Contact: 06/06/2022

Federal ERNS list

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 12/31/2021 Date Data Arrived at EDR: 03/01/2022 Date Made Active in Reports: 03/10/2022

Number of Days to Update: 9

Source: National Response Center, United States Coast Guard

Telephone: 202-267-2180 Last EDR Contact: 03/22/2022

Next Scheduled EDR Contact: 07/04/2022 Data Release Frequency: Quarterly

Lists of state- and tribal hazardous waste facilities

SHWS: Inventory of Hazardous Disposal Sites

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: 04/23/2010 Date Data Arrived at EDR: 04/23/2010 Date Made Active in Reports: 05/25/2010

Number of Days to Update: 32

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3705 Last EDR Contact: 03/23/2022

Next Scheduled EDR Contact: 07/11/2022 Data Release Frequency: No Update Planned

SDADB: Site Discovery and Assessment Database

All sites reported to Permitting, Enforcement, and Remediation Division where it is suspected that hazardous waste may have been disposed or sites that are eligible for listing on the State Inventory of Hazardous Waste Disposal Sites.

Date of Government Version: 04/23/2010 Date Data Arrived at EDR: 04/23/2010 Date Made Active in Reports: 05/25/2010

Number of Days to Update: 32

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3705 Last EDR Contact: 03/23/2022

Next Scheduled EDR Contact: 07/11/2022 Data Release Frequency: No Update Planned

Lists of state and tribal landfills and solid waste disposal facilities

SWF/LF: List of Landfills/Transfer Stations

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 12/01/2021 Date Data Arrived at EDR: 01/20/2022 Date Made Active in Reports: 04/13/2022

Number of Days to Update: 83

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3366 Last EDR Contact: 04/22/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Annually

Lists of state and tribal leaking storage tanks

LUST: Leaking Underground Storage Tank List

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 12/15/2021 Date Data Arrived at EDR: 12/21/2021 Date Made Active in Reports: 03/15/2022

Number of Days to Update: 84

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3376 Last EDR Contact: 04/14/2022

Next Scheduled EDR Contact: 07/11/2022 Data Release Frequency: Semi-Annually

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 04/28/2021 Date Data Arrived at EDR: 06/11/2021 Date Made Active in Reports: 09/07/2021

Number of Days to Update: 88

Source: EPA Region 1 Telephone: 617-918-1313 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Varies

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land

Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 10/12/2021 Date Data Arrived at EDR: 11/15/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 85

Source: EPA, Region 5 Telephone: 312-886-7439 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022

Data Release Frequency: Varies

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 10/12/2021 Date Data Arrived at EDR: 11/15/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 85

Source: EPA Region 6 Telephone: 214-665-6597 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022

Data Release Frequency: Varies

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 10/12/2021 Date Data Arrived at EDR: 11/15/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 85

Source: EPA Region 8 Telephone: 303-312-6271 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Varies

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 10/12/2021 Date Data Arrived at EDR: 11/15/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 85

Source: Environmental Protection Agency

Telephone: 415-972-3372 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Varies

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 10/12/2021 Date Data Arrived at EDR: 11/15/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 85

Source: EPA Region 7 Telephone: 913-551-7003 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 05/28/2021 Date Data Arrived at EDR: 06/22/2021 Date Made Active in Reports: 09/20/2021

Number of Days to Update: 90

Source: EPA Region 4 Telephone: 404-562-8677 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 10/12/2021 Date Data Arrived at EDR: 11/15/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 85

Source: EPA Region 10 Telephone: 206-553-2857 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Varies

Lists of state and tribal registered storage tanks

FEMA UST: Underground Storage Tank Listing

A listing of all FEMA owned underground storage tanks.

Date of Government Version: 10/14/2021 Date Data Arrived at EDR: 11/05/2021 Date Made Active in Reports: 02/01/2022

Number of Days to Update: 88

Source: FEMA

Telephone: 202-646-5797 Last EDR Contact: 04/04/2022

Next Scheduled EDR Contact: 07/18/2022 Data Release Frequency: Varies

UST: Underground Storage Tank Data

Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 01/10/2022 Date Data Arrived at EDR: 01/11/2022 Date Made Active in Reports: 02/07/2022

Number of Days to Update: 27

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3376 Last EDR Contact: 02/23/2022

Next Scheduled EDR Contact: 06/06/2022 Data Release Frequency: Semi-Annually

AST: Marine Terminals and Tank Information

A listing of bulk petroleum facilities that receive petroleum by a vessel.

Date of Government Version: 07/01/2021 Date Data Arrived at EDR: 07/30/2021 Date Made Active in Reports: 10/22/2021

Number of Days to Update: 84

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3233 Last EDR Contact: 04/28/2022

Next Scheduled EDR Contact: 08/15/2022

Data Release Frequency: Varies

INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 10/12/2021 Date Data Arrived at EDR: 11/15/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 85

Source: EPA Region 9 Telephone: 415-972-3368 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Varies

INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 10/12/2021 Date Data Arrived at EDR: 11/15/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 85

Source: EPA Region 8 Telephone: 303-312-6137 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022

INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 10/12/2021 Date Data Arrived at EDR: 11/15/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 85

Source: EPA Region 7 Telephone: 913-551-7003 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Varies

INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 10/12/2021 Date Data Arrived at EDR: 11/15/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 85

Source: EPA Region 10 Telephone: 206-553-2857 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Varies

INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 10/14/2021 Date Data Arrived at EDR: 11/15/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 85

Source: EPA, Region 1 Telephone: 617-918-1313 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Varies

INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 04/06/2021 Date Data Arrived at EDR: 06/11/2021 Date Made Active in Reports: 09/07/2021

Number of Days to Update: 88

Source: EPA Region 5 Telephone: 312-886-6136 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022

Data Release Frequency: Varies

INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 05/28/2021 Date Data Arrived at EDR: 06/22/2021 Date Made Active in Reports: 09/20/2021

Number of Days to Update: 90

Source: EPA Region 4 Telephone: 404-562-9424 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Varies

INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 10/12/2021 Date Data Arrived at EDR: 11/15/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 85

Source: EPA Region 6 Telephone: 214-665-7591 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022

State and tribal institutional control / engineering control registries

ENG CONTROLS: Engineering Controls Listing

An Engineered Control is a permanent physical structure designed to safely isolate pollutants which would otherwise not comply with the self-implementing remedial options allowed in the Connecticut Remediation Standard Regulations (RSRs). The ECGD includes a description of what is eligible to be considered as an Engineered Control under section 22a-133k-2(f)(2) of the RSRs, a description of the information necessary for the preparation of complete and approvable applications, a step-by-step outline of the review and approval process, and supplemental resources provided in the appendices.

Date of Government Version: 10/25/2021 Date Data Arrived at EDR: 11/05/2021 Date Made Active in Reports: 01/27/2022

Number of Days to Update: 83

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3000 Last EDR Contact: 04/28/2022

Next Scheduled EDR Contact: 08/15/2022

Data Release Frequency: Varies

AUL: ELUR Sites

Environmental Land Use Restriction sites.

Date of Government Version: 11/05/2021 Date Data Arrived at EDR: 11/05/2021 Date Made Active in Reports: 11/09/2021

Number of Days to Update: 4

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3912 Last EDR Contact: 04/08/2022

Next Scheduled EDR Contact: 08/15/2022

Data Release Frequency: Varies

Lists of state and tribal voluntary cleanup sites

VCP: Voluntary Remediation Sites

Sites involved in the Voluntary Remediation Program.

Date of Government Version: 11/05/2021 Date Data Arrived at EDR: 11/05/2021 Date Made Active in Reports: 11/09/2021

Number of Days to Update: 4

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3705 Last EDR Contact: 04/08/2022

Next Scheduled EDR Contact: 08/15/2022 Data Release Frequency: Varies

INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 07/27/2015 Date Data Arrived at EDR: 09/29/2015 Date Made Active in Reports: 02/18/2016

Number of Days to Update: 142

Source: EPA, Region 1 Telephone: 617-918-1102 Last EDR Contact: 03/16/2022

Next Scheduled EDR Contact: 07/04/2022 Data Release Frequency: Varies

INDIAN VCP R7: Voluntary Cleanup Priority Lisitng

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008 Date Data Arrived at EDR: 04/22/2008 Date Made Active in Reports: 05/19/2008

Number of Days to Update: 27

Source: EPA, Region 7 Telephone: 913-551-7365 Last EDR Contact: 07/08/2021

Next Scheduled EDR Contact: 07/20/2009

Data Release Frequency: Varies

Lists of state and tribal brownfield sites

BROWNFIELDS: Brownfields Inventory

CBRA has identified over 200 brownfield sites eligible for redevelopment. In most cases these are prime properties for commercial or industrial use. CBRA's grants, assistance and financing lower the financial risks and eliminate the legal, regulatory and environmental risks of redevelopment.

Date of Government Version: 09/30/2021 Date Data Arrived at EDR: 12/02/2021 Date Made Active in Reports: 02/22/2022

Number of Days to Update: 82

Source: Connecticut Brownfields Redevelopment Authority

Telephone: 860-258-7833 Last EDR Contact: 03/15/2022

Next Scheduled EDR Contact: 06/27/2022 Data Release Frequency: No Update Planned

BROWNFIELDS 2: Brownfields Inventory

A brownfield site is generally defined as "real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant or contaminanta?|"

Date of Government Version: 08/03/2017 Date Data Arrived at EDR: 09/20/2017 Date Made Active in Reports: 09/26/2017

Number of Days to Update: 6

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3705 Last EDR Contact: 03/18/2022

Next Scheduled EDR Contact: 06/27/2022

Data Release Frequency: Varies

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 02/23/2022 Date Data Arrived at EDR: 03/10/2022 Date Made Active in Reports: 03/10/2022

Number of Days to Update: 0

Source: Environmental Protection Agency

Telephone: 202-566-2777 Last EDR Contact: 03/15/2022

Next Scheduled EDR Contact: 06/27/2022 Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY: Recycling Facilities
A listing of recycling facilities.

Date of Government Version: 12/08/2021 Date Data Arrived at EDR: 12/10/2021 Date Made Active in Reports: 02/28/2022

Number of Days to Update: 80

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3223 Last EDR Contact: 03/04/2022

Next Scheduled EDR Contact: 06/20/2022 Data Release Frequency: Varies

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998 Date Data Arrived at EDR: 12/03/2007 Date Made Active in Reports: 01/24/2008

Number of Days to Update: 52

Source: Environmental Protection Agency

Telephone: 703-308-8245 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/08/2022 Data Release Frequency: Varies

ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985 Date Data Arrived at EDR: 08/09/2004 Date Made Active in Reports: 09/17/2004

Number of Days to Update: 39

Source: Environmental Protection Agency

Telephone: 800-424-9346 Last EDR Contact: 06/09/2004 Next Scheduled EDR Contact: N/A

Data Release Frequency: No Update Planned

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009 Date Data Arrived at EDR: 05/07/2009 Date Made Active in Reports: 09/21/2009

Number of Days to Update: 137

Source: EPA, Region 9 Telephone: 415-947-4219 Last EDR Contact: 04/14/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: No Update Planned

IHS OPEN DUMPS: Open Dumps on Indian Land

A listing of all open dumps located on Indian Land in the United States.

Date of Government Version: 04/01/2014
Date Data Arrived at EDR: 08/06/2014
Date Made Active in Reports: 01/29/2015

Number of Days to Update: 176

Source: Department of Health & Human Serivces, Indian Health Service

Telephone: 301-443-1452 Last EDR Contact: 04/28/2022

Next Scheduled EDR Contact: 08/08/2022 Data Release Frequency: Varies

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

Date of Government Version: 11/16/2021 Date Data Arrived at EDR: 11/18/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 82

Source: Drug Enforcement Administration

Telephone: 202-307-1000 Last EDR Contact: 02/23/2022

Next Scheduled EDR Contact: 06/06/2022 Data Release Frequency: No Update Planned

CDL: Clandestine Drug Lab Listing

A listing of clandestine drug lab locations included in the Spills database.

Date of Government Version: 12/17/2021 Date Data Arrived at EDR: 12/21/2021 Date Made Active in Reports: 03/15/2022

Number of Days to Update: 84

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3361 Last EDR Contact: 03/29/2022

Next Scheduled EDR Contact: 07/11/2022 Data Release Frequency: Quarterly

US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 11/16/2021 Date Data Arrived at EDR: 11/18/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 82

Source: Drug Enforcement Administration

Telephone: 202-307-1000 Last EDR Contact: 02/23/2022

Next Scheduled EDR Contact: 06/06/2022 Data Release Frequency: Quarterly

PFAS: PFAS Contamination Site Listing

A listing of spills reported to the department between 1996 and the present that have substance released, such as ?foam? or other materials associated with PFAS.

Date of Government Version: 12/17/2021 Date Data Arrived at EDR: 03/02/2022 Date Made Active in Reports: 03/10/2022

Number of Days to Update: 8

Source: Department of Energy and Environmental Protection

Telephone: 860-424-3705 Last EDR Contact: 03/29/2022

Next Scheduled EDR Contact: 07/11/2022 Data Release Frequency: Quarterly

Local Land Records

CT PROPERTY: Property Transfer Filings

A listing of sites that meet the definition of a hazardous waste establishment. They can be generators, dry cleaners, furniture strippers, etc. These sites have been sold to another owner.

Date of Government Version: 11/05/2021 Date Data Arrived at EDR: 11/05/2021 Date Made Active in Reports: 11/09/2021

Number of Days to Update: 4

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3705 Last EDR Contact: 04/08/2022

Next Scheduled EDR Contact: 08/15/2022 Data Release Frequency: Semi-Annually

LIENS: Environmental Liens Listing

A listing of environmental liens placed by the Cost Recovery Program.

Date of Government Version: 02/11/2019 Date Data Arrived at EDR: 02/19/2019 Date Made Active in Reports: 03/04/2019

Number of Days to Update: 13

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3120 Last EDR Contact: 05/04/2022

Next Scheduled EDR Contact: 08/22/2022

Data Release Frequency: Varies

LIENS 2: CERCLA Lien Information

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 01/25/2022 Date Data Arrived at EDR: 02/03/2022 Date Made Active in Reports: 02/22/2022

Number of Days to Update: 19

Source: Environmental Protection Agency

Telephone: 202-564-6023 Last EDR Contact: 05/05/2022

Next Scheduled EDR Contact: 07/11/2022 Data Release Frequency: Semi-Annually

Records of Emergency Release Reports

HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 12/15/2021 Date Data Arrived at EDR: 12/16/2021 Date Made Active in Reports: 03/10/2022

Number of Days to Update: 84

Source: U.S. Department of Transportation

Telephone: 202-366-4555 Last EDR Contact: 03/21/2022

Next Scheduled EDR Contact: 07/04/2022 Data Release Frequency: Quarterly

SPILLS: Oil & Chemical Spill Database Oil and Chemical Spill Data.

Date of Government Version: 12/17/2021 Date Data Arrived at EDR: 12/21/2021 Date Made Active in Reports: 03/15/2022

Number of Days to Update: 84

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3024 Last EDR Contact: 03/29/2022

Next Scheduled EDR Contact: 07/11/2022 Data Release Frequency: Semi-Annually

Other Ascertainable Records

RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 02/28/2022 Date Data Arrived at EDR: 03/02/2022 Date Made Active in Reports: 03/17/2022

Number of Days to Update: 15

Source: Environmental Protection Agency

Telephone: (888) 372-7341 Last EDR Contact: 04/06/2022

Next Scheduled EDR Contact: 07/04/2022 Data Release Frequency: Quarterly

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 10/26/2021 Date Data Arrived at EDR: 11/16/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 84

Source: U.S. Army Corps of Engineers

Telephone: 202-528-4285 Last EDR Contact: 02/15/2022

Next Scheduled EDR Contact: 05/30/2022

Data Release Frequency: Varies

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 06/07/2021 Date Data Arrived at EDR: 07/13/2021 Date Made Active in Reports: 03/09/2022

Number of Days to Update: 239

Source: USGS

Telephone: 888-275-8747 Last EDR Contact: 04/12/2022

Next Scheduled EDR Contact: 07/25/2022 Data Release Frequency: Varies

FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 04/02/2018 Date Data Arrived at EDR: 04/11/2018 Date Made Active in Reports: 11/06/2019

Number of Days to Update: 574

Source: U.S. Geological Survey Telephone: 888-275-8747 Last EDR Contact: 04/05/2022

Next Scheduled EDR Contact: 07/18/2022

Data Release Frequency: N/A

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 01/01/2017 Date Data Arrived at EDR: 02/03/2017 Date Made Active in Reports: 04/07/2017

Number of Days to Update: 63

Source: Environmental Protection Agency

Telephone: 615-532-8599 Last EDR Contact: 02/08/2022

Next Scheduled EDR Contact: 05/23/2022

US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 12/13/2021 Date Data Arrived at EDR: 12/17/2021 Date Made Active in Reports: 03/17/2022

Number of Days to Update: 90

Source: Environmental Protection Agency

Telephone: 202-566-1917 Last EDR Contact: 03/21/2022

Next Scheduled EDR Contact: 07/04/2022 Data Release Frequency: Quarterly

EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 08/30/2013 Date Data Arrived at EDR: 03/21/2014 Date Made Active in Reports: 06/17/2014

Number of Days to Update: 88

Source: Environmental Protection Agency

Telephone: 617-520-3000 Last EDR Contact: 04/28/2022

Next Scheduled EDR Contact: 08/15/2022 Data Release Frequency: Quarterly

2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 09/30/2017 Date Data Arrived at EDR: 05/08/2018 Date Made Active in Reports: 07/20/2018

Number of Days to Update: 73

Source: Environmental Protection Agency

Telephone: 703-308-4044 Last EDR Contact: 02/03/2022

Next Scheduled EDR Contact: 05/16/2022 Data Release Frequency: Varies

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2016 Date Data Arrived at EDR: 06/17/2020 Date Made Active in Reports: 09/10/2020

Number of Days to Update: 85

Source: EPA

Telephone: 202-260-5521 Last EDR Contact: 03/18/2022

Next Scheduled EDR Contact: 06/27/2022 Data Release Frequency: Every 4 Years

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2018 Date Data Arrived at EDR: 08/14/2020 Date Made Active in Reports: 11/04/2020

Number of Days to Update: 82

Source: EPA

Telephone: 202-566-0250 Last EDR Contact: 02/18/2022

Next Scheduled EDR Contact: 05/30/2022 Data Release Frequency: Annually

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 01/19/2022 Date Data Arrived at EDR: 01/19/2022 Date Made Active in Reports: 04/11/2022

Number of Days to Update: 82

Source: EPA

Telephone: 202-564-4203 Last EDR Contact: 04/20/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Annually

ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 01/25/2022 Date Data Arrived at EDR: 02/03/2022 Date Made Active in Reports: 02/22/2022

Number of Days to Update: 19

Source: EPA

Telephone: 703-416-0223 Last EDR Contact: 05/05/2022

Next Scheduled EDR Contact: 06/13/2022 Data Release Frequency: Annually

RMP: Risk Management Plans

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 10/20/2021 Date Data Arrived at EDR: 11/05/2021 Date Made Active in Reports: 11/12/2021

Number of Days to Update: 7

Source: Environmental Protection Agency

Telephone: 202-564-8600 Last EDR Contact: 04/18/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Varies

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995 Date Data Arrived at EDR: 07/03/1995 Date Made Active in Reports: 08/07/1995

Number of Days to Update: 35

Source: EPA

Telephone: 202-564-4104 Last EDR Contact: 06/02/2008

Next Scheduled EDR Contact: 09/01/2008

Data Release Frequency: No Update Planned

PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 01/25/2022 Date Data Arrived at EDR: 02/03/2022 Date Made Active in Reports: 02/25/2022

Number of Days to Update: 22

Source: EPA

Telephone: 202-564-6023 Last EDR Contact: 05/05/2022

Next Scheduled EDR Contact: 08/15/2022 Data Release Frequency: Quarterly

PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 01/20/2022 Date Data Arrived at EDR: 01/20/2022 Date Made Active in Reports: 03/25/2022

Number of Days to Update: 64

Source: EPA

Telephone: 202-566-0500 Last EDR Contact: 04/08/2022

Next Scheduled EDR Contact: 07/18/2022 Data Release Frequency: Annually

ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 11/18/2016 Date Data Arrived at EDR: 11/23/2016 Date Made Active in Reports: 02/10/2017

Number of Days to Update: 79

Source: Environmental Protection Agency

Telephone: 202-564-2501 Last EDR Contact: 03/31/2022

Next Scheduled EDR Contact: 07/18/2022 Data Release Frequency: Quarterly

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009 Date Data Arrived at EDR: 04/16/2009

Date Made Active in Reports: 05/11/2009 Number of Days to Update: 25 Source: EPA/Office of Prevention, Pesticides and Toxic Substances

Telephone: 202-566-1667 Last EDR Contact: 08/18/2017

Next Scheduled EDR Contact: 12/04/2017 Data Release Frequency: No Update Planned

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009 Date Data Arrived at EDR: 04/16/2009 Date Made Active in Reports: 05/11/2009

Number of Days to Update: 25

Source: EPA

Telephone: 202-566-1667 Last EDR Contact: 08/18/2017

Next Scheduled EDR Contact: 12/04/2017 Data Release Frequency: No Update Planned

MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 07/29/2021 Date Data Arrived at EDR: 08/24/2021 Date Made Active in Reports: 11/19/2021

Number of Days to Update: 87

Source: Nuclear Regulatory Commission

Telephone: 301-415-7169 Last EDR Contact: 04/18/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Quarterly

COAL ASH DOE: Steam-Electric Plant Operation Data

A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2020 Date Data Arrived at EDR: 11/30/2021 Date Made Active in Reports: 02/22/2022

Number of Days to Update: 84

Source: Department of Energy Telephone: 202-586-8719 Last EDR Contact: 02/28/2022

Next Scheduled EDR Contact: 06/13/2022 Data Release Frequency: Varies

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List

A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 01/12/2017 Date Data Arrived at EDR: 03/05/2019 Date Made Active in Reports: 11/11/2019

Number of Days to Update: 251

Source: Environmental Protection Agency

Telephone: N/A

Last EDR Contact: 02/28/2022

Next Scheduled EDR Contact: 06/13/2022 Data Release Frequency: Varies

PCB TRANSFORMER: PCB Transformer Registration Database

The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 09/13/2019 Date Data Arrived at EDR: 11/06/2019 Date Made Active in Reports: 02/10/2020

Number of Days to Update: 96

Source: Environmental Protection Agency

Telephone: 202-566-0517 Last EDR Contact: 02/04/2022

Next Scheduled EDR Contact: 05/16/2022

Data Release Frequency: Varies

RADINFO: Radiation Information Database

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S.

Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 07/01/2019 Date Data Arrived at EDR: 07/01/2019 Date Made Active in Reports: 09/23/2019

Number of Days to Update: 84

Source: Environmental Protection Agency

Telephone: 202-343-9775 Last EDR Contact: 03/28/2022

Next Scheduled EDR Contact: 07/11/2022 Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006 Date Data Arrived at EDR: 03/01/2007 Date Made Active in Reports: 04/10/2007

Number of Days to Update: 40

Source: Environmental Protection Agency

Telephone: 202-564-2501 Last EDR Contact: 12/17/2007

Next Scheduled EDR Contact: 03/17/2008 Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006 Date Data Arrived at EDR: 03/01/2007 Date Made Active in Reports: 04/10/2007

Number of Days to Update: 40

Source: Environmental Protection Agency

Telephone: 202-564-2501 Last EDR Contact: 12/17/2008

Next Scheduled EDR Contact: 03/17/2008 Data Release Frequency: No Update Planned

DOT OPS: Incident and Accident Data

Department of Transporation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 01/02/2020 Date Data Arrived at EDR: 01/28/2020 Date Made Active in Reports: 04/17/2020

Number of Days to Update: 80

Source: Department of Transporation, Office of Pipeline Safety

Source: Department of Justice, Consent Decree Library

Telephone: 202-366-4595 Last EDR Contact: 04/26/2022

Next Scheduled EDR Contact: 08/08/2022 Data Release Frequency: Quarterly

CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 12/31/2021 Date Data Arrived at EDR: 01/14/2022 Date Made Active in Reports: 03/25/2022

Number of Days to Update: 70

Telephone: Varies

Last EDR Contact: 04/04/2022

Next Scheduled EDR Contact: 07/18/2022

Data Release Frequency: Varies

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2019 Date Data Arrived at EDR: 03/02/2022 Date Made Active in Reports: 03/25/2022

Number of Days to Update: 23

Source: EPA/NTIS Telephone: 800-424-9346 Last EDR Contact: 03/02/2022

Next Scheduled EDR Contact: 07/04/2022 Data Release Frequency: Biennially

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater

than 640 acres.

Date of Government Version: 12/31/2014 Date Data Arrived at EDR: 07/14/2015 Date Made Active in Reports: 01/10/2017

Number of Days to Update: 546

Source: USGS

Telephone: 202-208-3710 Last EDR Contact: 04/05/2022

Next Scheduled EDR Contact: 07/18/2022 Data Release Frequency: Semi-Annually

FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 07/26/2021 Date Data Arrived at EDR: 07/27/2021 Date Made Active in Reports: 10/22/2021

Number of Days to Update: 87

Source: Department of Energy Telephone: 202-586-3559 Last EDR Contact: 04/28/2022

Next Scheduled EDR Contact: 08/15/2022 Data Release Frequency: Varies

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 08/30/2019 Date Data Arrived at EDR: 11/15/2019 Date Made Active in Reports: 01/28/2020

Number of Days to Update: 74

Source: Department of Energy Telephone: 505-845-0011 Last EDR Contact: 02/17/2022

Next Scheduled EDR Contact: 05/30/2022

LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 01/25/2022 Date Data Arrived at EDR: 02/03/2022 Date Made Active in Reports: 02/22/2022

Number of Days to Update: 19

Source: Environmental Protection Agency

Telephone: 703-603-8787 Last EDR Contact: 05/05/2022

Next Scheduled EDR Contact: 07/11/2022 Data Release Frequency: Varies

LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

Date of Government Version: 04/05/2001 Date Data Arrived at EDR: 10/27/2010 Date Made Active in Reports: 12/02/2010

Number of Days to Update: 36

Source: American Journal of Public Health

Telephone: 703-305-6451 Last EDR Contact: 12/02/2009 Next Scheduled EDR Contact: N/A

Data Release Frequency: No Update Planned

US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

Date of Government Version: 10/12/2016 Date Data Arrived at EDR: 10/26/2016 Date Made Active in Reports: 02/03/2017

Number of Days to Update: 100

Source: EPA

Telephone: 202-564-2496 Last EDR Contact: 09/26/2017

Next Scheduled EDR Contact: 01/08/2018 Data Release Frequency: Annually

US AIRS MINOR: Air Facility System Data A listing of minor source facilities.

Date of Government Version: 10/12/2016 Date Data Arrived at EDR: 10/26/2016 Date Made Active in Reports: 02/03/2017

Number of Days to Update: 100

Source: EPA

Telephone: 202-564-2496 Last EDR Contact: 09/26/2017

Next Scheduled EDR Contact: 01/08/2018 Data Release Frequency: Annually

MINES VIOLATIONS: MSHA Violation Assessment Data

Mines violation and assessment information. Department of Labor, Mine Safety & Health Administration.

Date of Government Version: 03/21/2022 Date Data Arrived at EDR: 03/22/2022 Date Made Active in Reports: 03/25/2022

Number of Days to Update: 3

Source: DOL, Mine Safety & Health Admi

Telephone: 202-693-9424 Last EDR Contact: 03/14/2022

Next Scheduled EDR Contact: 06/13/2022 Data Release Frequency: Quarterly

US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 11/02/2021 Date Data Arrived at EDR: 11/22/2021 Date Made Active in Reports: 02/14/2022

Number of Days to Update: 84

Source: Department of Labor, Mine Safety and Health Administration

Telephone: 303-231-5959 Last EDR Contact: 02/23/2022

Next Scheduled EDR Contact: 06/06/2022 Data Release Frequency: Semi-Annually

US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing

This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

Date of Government Version: 05/06/2020 Date Data Arrived at EDR: 05/27/2020 Date Made Active in Reports: 08/13/2020

Number of Days to Update: 78

Source: USGS

Telephone: 703-648-7709 Last EDR Contact: 02/24/2022

Next Scheduled EDR Contact: 06/06/2022 Data Release Frequency: Varies

US MINES 3: Active Mines & Mineral Plants Database Listing

Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011 Date Data Arrived at EDR: 06/08/2011 Date Made Active in Reports: 09/13/2011

Number of Days to Update: 97

Source: USGS

Telephone: 703-648-7709 Last EDR Contact: 02/24/2022

Next Scheduled EDR Contact: 06/06/2022 Data Release Frequency: Varies

ABANDONED MINES: Abandoned Mines

An inventory of land and water impacted by past mining (primarily coal mining) is maintained by OSMRE to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of AML impacts, as well as, information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.

Date of Government Version: 12/14/2021 Date Data Arrived at EDR: 12/15/2021 Date Made Active in Reports: 03/10/2022

Number of Days to Update: 85

Source: Department of Interior Telephone: 202-208-2609 Last EDR Contact: 03/04/2022

Next Scheduled EDR Contact: 06/20/2022 Data Release Frequency: Quarterly

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 11/04/2021 Date Data Arrived at EDR: 11/22/2021 Date Made Active in Reports: 02/25/2022

Number of Days to Update: 95

Source: EPA

Telephone: (617) 918-1111 Last EDR Contact: 02/28/2022

Next Scheduled EDR Contact: 06/13/2022 Data Release Frequency: Quarterly

UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 12/31/2020 Date Data Arrived at EDR: 01/11/2022 Date Made Active in Reports: 02/14/2022

Number of Days to Update: 34

Source: Department of Defense Telephone: 703-704-1564 Last EDR Contact: 04/12/2022

Next Scheduled EDR Contact: 07/25/2022 Data Release Frequency: Varies

ECHO: Enforcement & Compliance History Information

ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 01/01/2022 Date Data Arrived at EDR: 01/04/2022 Date Made Active in Reports: 01/10/2022

Number of Days to Update: 6

Source: Environmental Protection Agency

Telephone: 202-564-2280 Last EDR Contact: 04/05/2022

Next Scheduled EDR Contact: 07/18/2022 Data Release Frequency: Quarterly

DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 05/06/2021 Date Data Arrived at EDR: 05/21/2021 Date Made Active in Reports: 08/11/2021

Number of Days to Update: 82

Source: Environmental Protection Agency

Telephone: 202-564-0527 Last EDR Contact: 02/22/2022

Next Scheduled EDR Contact: 06/06/2022 Data Release Frequency: Varies

FUELS PROGRAM: EPA Fuels Program Registered Listing

This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels

Programs. All companies now are required to submit new and updated registrations.

Date of Government Version: 11/15/2021 Date Data Arrived at EDR: 11/15/2021 Date Made Active in Reports: 02/01/2022

Number of Days to Update: 78

Source: EPA

Telephone: 800-385-6164 Last EDR Contact: 02/17/2022

Next Scheduled EDR Contact: 05/30/2022 Data Release Frequency: Quarterly

AIRS: Permitted Air Sources Listing

A listing of permitted air sources in Connecticut.

Date of Government Version: 02/04/2022 Date Data Arrived at EDR: 02/04/2022 Date Made Active in Reports: 04/25/2022

Number of Days to Update: 80

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3026 Last EDR Contact: 04/28/2022

Next Scheduled EDR Contact: 08/15/2022

Data Release Frequency: Varies

ASBESTOS: Asbestos Notification Listing

A listing of asbestos notification site locations.

Date of Government Version: 09/29/2021 Date Data Arrived at EDR: 09/30/2021 Date Made Active in Reports: 12/16/2021

Number of Days to Update: 77

Source: Department of Public Health

Telephone: 860-509-7371 Last EDR Contact: 04/28/2022

Next Scheduled EDR Contact: 08/15/2022

Data Release Frequency: Varies

CPCS: Contaminated or Potentially Contaminated Sites

A list of Contaminated or Potentially Contaminated Sites within Connecticut. This list represents the "Hazardous Waste Facilities," as defined in Section 22a-134f of the Connecticut General Statutes (CGS). The list contains the following types of sites: Sites listed on the Inventory of Hazardous Waste Disposal Sites; Sites subject to the Property Transfer Act; Sites at which underground storage tanks are known to have leaked; Sites at which hazardous waste subject to the RCRA; Sites that are included in EPA's (CERCLIS); Sites that are the subject of an order issued by the Commissioner of DEP that requires investigation and remediation of a potential or known source of pollution; and Sites that have entered into one of the Department's Voluntary Remediation Programs.

Date of Government Version: 11/05/2021 Date Data Arrived at EDR: 11/05/2021 Date Made Active in Reports: 01/27/2022

Number of Days to Update: 83

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3766 Last EDR Contact: 04/28/2022

Next Scheduled EDR Contact: 08/15/2022 Data Release Frequency: Quarterly

DRYCLEANERS: Drycleaner Facilities
A listing of drycleaner facility locations.

Date of Government Version: 07/18/2008 Date Data Arrived at EDR: 08/08/2008 Date Made Active in Reports: 08/27/2008

Number of Days to Update: 19

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3026 Last EDR Contact: 03/07/2022

Next Scheduled EDR Contact: 06/20/2022 Data Release Frequency: Varies

ENFORCEMENT: Enforcement Case Listing

The types of enforcement actions included are administrative consent orders, final unilateral orders and final dispositions of civil cases through the Attorney General's Office.

Date of Government Version: 01/09/2022 Date Data Arrived at EDR: 01/11/2022 Date Made Active in Reports: 03/28/2022

Number of Days to Update: 76

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3265 Last EDR Contact: 04/11/2022

Next Scheduled EDR Contact: 07/25/2022 Data Release Frequency: Varies

Financial Assurance 1: Financial Assurance Information Listing

A listing containing RCRA financial assurance information submitted on behalf of the CT DEP's Program Analysis Group of the Waste Engineering and Enforcement Division.

Date of Government Version: 12/10/2021 Date Data Arrived at EDR: 12/10/2021 Date Made Active in Reports: 12/14/2021

Number of Days to Update: 4

Source: Department of Energy & Environmental Protection

Telephone: 860-418-5930 Last EDR Contact: 03/10/2022

Next Scheduled EDR Contact: 06/27/2022 Data Release Frequency: Varies

Financial Assurance 2: Financial Assurance Information Listing

A listing of financial assurance information for solid waste facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 12/10/2021 Date Data Arrived at EDR: 12/10/2021 Date Made Active in Reports: 12/14/2021

Number of Days to Update: 4

Source: Department of Energy & Environmental Protection

Telephone: 860-418-5930 Last EDR Contact: 03/10/2022

Next Scheduled EDR Contact: 06/27/2022 Data Release Frequency: Varies

LEAD: Lead Inspection Database

The Lead Poisoning Prevention and Control Program lead inspection database.

Date of Government Version: 03/26/2014 Date Data Arrived at EDR: 03/27/2014 Date Made Active in Reports: 05/08/2014

Number of Days to Update: 42

Source: Department of Public Health

Telephone: 860-509-7299 Last EDR Contact: 02/24/2022

Next Scheduled EDR Contact: 06/13/2022 Data Release Frequency: Varies

LWDS: Connecticut Leachate and Wastewater Discharge Sites

The Leachate and Waste Water Discharge Inventory Data Layer (LWDS) includes point locations digitized from Leachate and Wastewater Discharge Source maps compiled by the Connecticut DEP. These maps locate surface and groundwater discharges that (1) have received a waste water discharge permit from the state or (2) are historic and now defunct waste sites or (3) are locations of accidental spills, leaks, or discharges of a variety of liquid or solid wastes.

Date of Government Version: 07/17/2009 Date Data Arrived at EDR: 10/21/2009 Date Made Active in Reports: 10/30/2009

Number of Days to Update: 9

Source: Department of Energy & Environmental Protection

Telephone: N/A

Last EDR Contact: 10/15/2014

Next Scheduled EDR Contact: 01/26/2015

Data Release Frequency: Varies

CT MANIFEST: Hazardous Waste Manifest Data

Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 11/11/2021 Date Data Arrived at EDR: 11/12/2021 Date Made Active in Reports: 02/01/2022

Number of Days to Update: 81

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3375 Last EDR Contact: 02/11/2022

Next Scheduled EDR Contact: 05/23/2022 Data Release Frequency: No Update Planned

NPDES: Wastewater Permit Listing

A listing of permits issued by the DEP.

Date of Government Version: 06/16/2021 Date Data Arrived at EDR: 06/17/2021 Date Made Active in Reports: 09/07/2021

Number of Days to Update: 82

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3832 Last EDR Contact: 04/04/2022

Next Scheduled EDR Contact: 07/04/2022 Data Release Frequency: Varies

SEH: List of Significant Environmental Hazards Report to DEEP

The Significant Environmental Hazard Statute is intended to identify and abate short-term risks associated with specific environmental conditions identified in the statute. After abatement of short-term risks (meaning abatement of the significant environmental hazard condition), there may still be potential long-term risks associated with the release. However, a significant environmental hazard can be considered abated under the statute even though potential long-term risks may not have been addressed.

Date of Government Version: 12/31/2021 Date Data Arrived at EDR: 02/16/2022 Date Made Active in Reports: 04/14/2022

Number of Days to Update: 57

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3766 Last EDR Contact: 04/11/2022

Next Scheduled EDR Contact: 07/25/2022 Data Release Frequency: Varies

UIC: Underground Injection Control Listing

A list of of subsurface disposal permits and their locations.

Date of Government Version: 06/15/2020 Date Data Arrived at EDR: 06/18/2020 Date Made Active in Reports: 09/04/2020

Number of Days to Update: 78

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3058 Last EDR Contact: 04/18/2022

Next Scheduled EDR Contact: 08/01/2022

Data Release Frequency: Varies

PCS ENF: Enforcement data

No description is available for this data

Date of Government Version: 12/31/2014 Date Data Arrived at EDR: 02/05/2015 Date Made Active in Reports: 03/06/2015

Number of Days to Update: 29

Source: EPA

Telephone: 202-564-2497 Last EDR Contact: 03/31/2022

Next Scheduled EDR Contact: 07/18/2022 Data Release Frequency: Varies

PCS INACTIVE: Listing of Inactive PCS Permits

An inactive permit is a facility that has shut down or is no longer discharging.

Date of Government Version: 11/05/2014 Date Data Arrived at EDR: 01/06/2015 Date Made Active in Reports: 05/06/2015

Number of Days to Update: 120

Source: EPA

Telephone: 202-564-2496 Last EDR Contact: 03/31/2022

Next Scheduled EDR Contact: 07/18/2022 Data Release Frequency: Semi-Annually

PCS: Permit Compliance System

PCS is a computerized management information system that contains data on National Pollutant Discharge Elimination System (NPDES) permit holding facilities. PCS tracks the permit, compliance, and enforcement status of NPDES

Date of Government Version: 07/14/2011 Date Data Arrived at EDR: 08/05/2011 Date Made Active in Reports: 09/29/2011

Number of Days to Update: 55

Source: EPA, Office of Water Telephone: 202-564-2496 Last EDR Contact: 03/31/2022

Next Scheduled EDR Contact: 07/18/2022 Data Release Frequency: Semi-Annually

MINES MRDS: Mineral Resources Data System

Mineral Resources Data System

Date of Government Version: 04/06/2018 Date Data Arrived at EDR: 10/21/2019 Date Made Active in Reports: 10/24/2019

Number of Days to Update: 3

Source: USGS

Telephone: 703-648-6533 Last EDR Contact: 02/24/2022

Next Scheduled EDR Contact: 06/06/2022 Data Release Frequency: Varies

COI: Completion of Investigation

The COI must be signed and submitted by the Certifying Party to document that the investigation of the parcel has been completed in accordance with CGS Section 22a-134a(g)(1).

Date of Government Version: 11/04/2021 Date Data Arrived at EDR: 11/05/2021 Date Made Active in Reports: 01/27/2022

Number of Days to Update: 83

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3000 Last EDR Contact: 03/17/2022

Next Scheduled EDR Contact: 07/04/2022

Data Release Frequency: Varies

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: EDR Proprietary Manufactured Gas Plants

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A Date Data Arrived at EDR: N/A Date Made Active in Reports: N/A

Number of Days to Update: N/A

Source: EDR, Inc. Telephone: N/A Last EDR Contact: N/A

Next Scheduled EDR Contact: N/A

Data Release Frequency: No Update Planned

EDR Hist Auto: EDR Exclusive Historical Auto Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A Date Data Arrived at EDR: N/A Date Made Active in Reports: N/A Number of Days to Update: N/A Source: EDR, Inc. Telephone: N/A Last EDR Contact: N/A

Next Scheduled EDR Contact: N/A Data Release Frequency: Varies

EDR Hist Cleaner: EDR Exclusive Historical Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc. Telephone: N/A Last EDR Contact: N/A

Next Scheduled EDR Contact: N/A Data Release Frequency: Varies

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS: Recovered Government Archive State Hazardous Waste Facilities List

The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Energy & Environmental Protection formerly know as the DEP which changes in July 2011 in Connecticut.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/02/2014
Number of Days to Update: 185

Source: Department of Energy & Environmental Protection

Telephone: N/A

Last EDR Contact: 06/01/2012 Next Scheduled EDR Contact: N/A Data Release Frequency: Varies

RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Energy & Environmental Protection formerly know as the DEP which changes in July 2011 in Connecticut.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/02/2014
Number of Days to Update: 185

Source: Department of Energy & Environmental Protection

Telephone: N/A

Last EDR Contact: 06/01/2012 Next Scheduled EDR Contact: N/A Data Release Frequency: Varies

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

NJ MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2018 Date Data Arrived at EDR: 04/10/2019 Date Made Active in Reports: 05/16/2019

Number of Days to Update: 36

Source: Department of Environmental Protection

Telephone: N/A

Last EDR Contact: 04/07/2022

Next Scheduled EDR Contact: 07/18/2022 Data Release Frequency: Annually

NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD

facility.

Date of Government Version: 01/01/2019 Date Data Arrived at EDR: 10/29/2021 Date Made Active in Reports: 01/19/2022

Number of Days to Update: 82

Source: Department of Environmental Conservation

Telephone: 518-402-8651 Last EDR Contact: 04/28/2022

Next Scheduled EDR Contact: 08/08/2022 Data Release Frequency: Quarterly

PA MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 06/30/2018 Date Data Arrived at EDR: 07/19/2019 Date Made Active in Reports: 09/10/2019

Number of Days to Update: 53

Source: Department of Environmental Protection

Telephone: 717-783-8990 Last EDR Contact: 04/08/2022

Next Scheduled EDR Contact: 07/25/2022 Data Release Frequency: Annually

RI MANIFEST: Manifest information

Hazardous waste manifest information

Date of Government Version: 12/31/2020 Date Data Arrived at EDR: 11/30/2021 Date Made Active in Reports: 02/18/2022

Number of Days to Update: 80

Source: Department of Environmental Management

Telephone: 401-222-2797 Last EDR Contact: 02/14/2022

Next Scheduled EDR Contact: 05/30/2022 Data Release Frequency: Annually

VT MANIFEST: Hazardous Waste Manifest Data Hazardous waste manifest information.

Date of Government Version: 10/28/2019 Date Data Arrived at EDR: 10/29/2019 Date Made Active in Reports: 01/09/2020

Number of Days to Update: 72

Source: Department of Environmental Conservation

Telephone: 802-241-3443 Last EDR Contact: 04/12/2022

Next Scheduled EDR Contact: 07/25/2022 Data Release Frequency: Annually

WI MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 05/31/2018 Date Data Arrived at EDR: 06/19/2019 Date Made Active in Reports: 09/03/2019

Number of Days to Update: 76

Source: Department of Natural Resources

Telephone: N/A

Last EDR Contact: 03/02/2022

Next Scheduled EDR Contact: 06/20/2022 Data Release Frequency: Annually

Oil/Gas Pipelines

Source: Endeavor Business Media

Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by Endeavor Business Media. This information is provided on a best effort basis and Endeavor Business Media does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of Endeavor Business Media.

Electric Power Transmission Line Data

Source: Endeavor Business Media

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Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

AHA Hospitals:

Source: American Hospital Association, Inc.

Telephone: 312-280-5991

The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing

Source: Centers for Medicare & Medicaid Services

Telephone: 410-786-3000

A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services,

a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes

Source: National Institutes of Health

Telephone: 301-594-6248

Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on elementary

and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on private school locations in the United States.

Daycare Centers: Licensed Child Care Facilities

Source: Department of Public Health

Telephone: 860-509-8045

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Tidal Wetlands

Source: Department of Energy & Environmental Protection

Telephone: 860-424-4054

Current USGS 7.5 Minute Topographic Map Source: U.S. Geological Survey

STREET AND ADDRESS INFORMATION

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GEOCHECK®- PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

WINDERMERE ELEMENTARY SCHOOL 2 ABBOTT ROAD ELLINGTON, CT 06029

TARGET PROPERTY COORDINATES

Latitude (North): 41.871816 - 41⁵² 18.54" Longitude (West): 72.500262 - 72³⁰ 30' 0.94"

Universal Tranverse Mercator: Zone 18 UTM X (Meters): 707450.3 UTM Y (Meters): 4638352.5

Elevation: 243 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map: 11738194 MANCHESTER, CT

Version Date: 2018

Northeast Map: 11747366 ELLINGTON, CT

Version Date: 2018

Southeast Map: 11738220 ROCKVILLE, CT

Version Date: 2018

Northwest Map: 11747647 BROAD BROOK, CT

Version Date: 2018

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principle investigative components:

- 1. Groundwater flow direction, and
- 2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

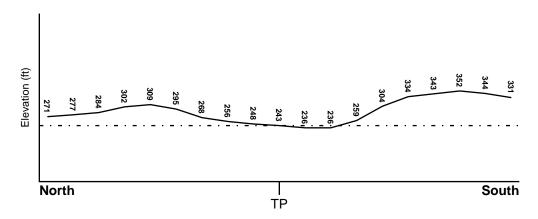
TOPOGRAPHIC INFORMATION

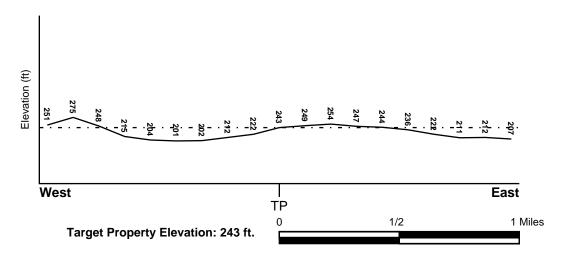
Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General SW

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES





Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

Flood Plain Panel at Target Property FEMA Source Type

09003C0382F FEMA FIRM Flood data

Additional Panels in search area: FEMA Source Type

 09003C0245F
 FEMA FIRM Flood data

 0901580015C
 FEMA Q3 Flood data

 0901310005B
 FEMA Q3 Flood data

 0900360001B
 FEMA Q3 Flood data

NATIONAL WETLAND INVENTORY

NWI Quad at Target Property Data Coverage

MANCHESTER YES - refer to the Overview Map and Detail Map

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Site-Specific Hydrogeological Data*:

Search Radius: 1.25 miles Status: Not found

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

 MAP ID
 FROM TP
 GROUNDWATER FLOW

 Not Reported
 GROUNDWATER FLOW

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

GEOLOGIC AGE IDENTIFICATION

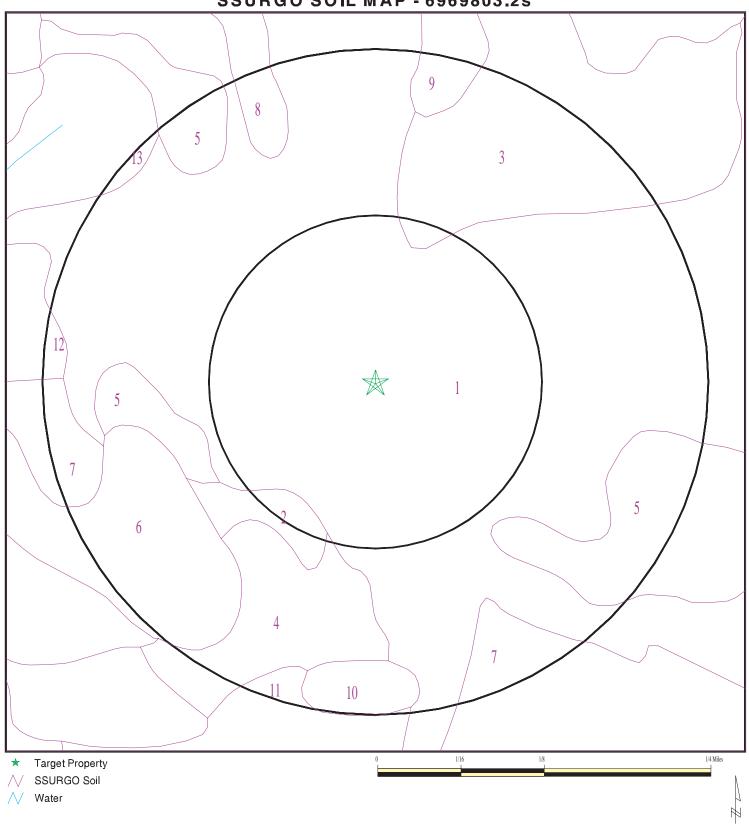
Era: Mesozoic Category: Stratified Sequence

System: Triassic Series: Triassic

Code: Tr (decoded above as Era, System & Series)

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

SSURGO SOIL MAP - 6969803.2s



SITE NAME: Windermere Elementary School
ADDRESS: 2 Abbott Road
Ellington CT 06029
LAT/LONG: 41.871816 / 72.500262

CLIENT: Fuss & O Neill CONTACT: Alex Robotham INQUIRY#: 6969803.2s

DATE: May 06, 2022 5:17 pm

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. The following information is based on Soil Conservation Service SSURGO data.

Soil Map ID: 1

Soil Component Name: Narragansett

Soil Surface Texture: silt loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep,

moderately well and well drained soils with moderately coarse

textures.

Soil Drainage Class: Well drained

Hydric Status: Partially hydric

Corrosion Potential - Uncoated Steel: Low

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

	Soil Layer Information										
	Воц	ındary		Classi	fication	Saturated hydraulic					
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil	conductivity micro m/sec					
1	0 inches	5 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 6 Min: 4.5				
2	5 inches	14 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 6 Min: 4.5				
3	14 inches	24 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 6 Min: 4.5				

	Soil Layer Information										
	Bou	ındary	Soil Texture Class	Classi	fication	Saturated hydraulic					
Layer	Upper	Lower		AASHTO Group	Unified Soil	conductivity micro m/sec	Soil Reaction (pH)				
4	24 inches	27 inches	gravelly silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 6 Min: 4.5				
5	27 inches	59 inches	very gravelly loamy coarse sand	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 6 Min: 4.5				

Soil Map ID: 2

Soil Component Name: Wilbraham

Soil Surface Texture: silt loam

Hydrologic Group: Class D - Very slow infiltration rates. Soils are clayey, have a high

water table, or are shallow to an impervious layer.

Soil Drainage Class: Poorly drained

Hydric Status: Partially hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 23 inches

	Soil Layer Information										
	Вои	ındary		Classi	fication	Saturated hydraulic					
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil	conductivity micro m/sec					
1	0 inches	3 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay. FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 1.4 Min: 0.01	Max: 6 Min: 4.5				

			Soil Layer	Information			
	Bou	ındary	Soil Texture Class	Classi	fication	Saturated hydraulic conductivity micro m/sec	
Layer	Upper	Lower		AASHTO Group	Unified Soil		Soil Reaction (pH)
2	3 inches	7 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay. FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 1.4 Min: 0.01	Max: 6 Min: 4.5
3	7 inches	20 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay. FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 1.4 Min: 0.01	Max: 6 Min: 4.5
4	20 inches	64 inches	gravelly loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay. FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 1.4 Min: 0.01	Max: 6 Min: 4.5

Soil Map ID: 3

Soil Component Name: Narragansett

Soil Surface Texture: silt loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep,

moderately well and well drained soils with moderately coarse

textures.

Soil Drainage Class: Well drained

Hydric Status: Partially hydric

Corrosion Potential - Uncoated Steel: Low

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

			Soil Layer	Information			
	Bou	ındary	Soil Texture Class A	Classi	fication	Saturated hydraulic	
Layer	Upper	Lower		AASHTO Group	Unified Soil	conductivity micro m/sec	Soil Reaction (pH)
1	0 inches	5 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 6 Min: 4.5
2	5 inches	14 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 6 Min: 4.5
3	14 inches	24 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 6 Min: 4.5
4	24 inches	27 inches	gravelly silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 6 Min: 4.5
5	27 inches	59 inches	very gravelly loamy coarse sand	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 6 Min: 4.5

Soil Map ID: 4

Soil Component Name: Wapping

Soil Surface Texture: very fine sandy loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep,

moderately well and well drained soils with moderately coarse

textures.

Soil Drainage Class: Moderately well drained

Hydric Status: Partially hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 61 inches

			Soil Layer	r Information			
	Boundary			Classi	fication	Saturated hydraulic	
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil	conductivity micro m/sec	Soil Reaction (pH)
1	0 inches	11 inches	very fine sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 6 Min: 4.5
2	11 inches	15 inches	very fine sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 6 Min: 4.5
3	15 inches	20 inches	very fine sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 6 Min: 4.5
4	20 inches	27 inches	gravelly sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 6 Min: 4.5
5	27 inches	35 inches	gravelly loamy sand	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 6 Min: 4.5
6	35 inches	79 inches	gravelly loamy sand	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 6 Min: 4.5

Soil Map ID: 5

Soil Component Name: Ellington

Soil Surface Texture: silt loam

Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse Hydrologic Group:

textures.

Soil Drainage Class: Moderately well drained

Hydric Status: Partially hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 61 inches

	Bou	ındary		Classi	fication	Saturated hydraulic	
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil	conductivity micro m/sec	Soil Reaction (pH)
1	0 inches	7 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 703 Min: 42	Max: 6 Min: 4.5
2	7 inches	18 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 703 Min: 42	Max: 6 Min: 4.5
3	18 inches	25 inches	very fine sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 703 Min: 42	Max: 6 Min: 4.5
4	25 inches	64 inches	stratified loamy fine sand to very gravelly coarse sand	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 703 Min: 42	Max: 6 Min: 4.5

Soil Map ID: 6

Soil Component Name: Scarboro

Soil Surface Texture: muck

Hydrologic Group: Class D - Very slow infiltration rates. Soils are clayey, have a high

water table, or are shallow to an impervious layer.

Soil Drainage Class: Very poorly drained

GEOCHECK[®] - PHYSICAL SETTING SOURCE SUMMARY

Hydric Status: Partially hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 10 inches

	Bou	ndary		Classi	fication	Saturated hydraulic	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil	conductivity micro m/sec	
1	0 inches	11 inches	muck	A-8	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 703 Min: 42	Max: 7.3 Min: 4.5
2	11 inches	16 inches	loamy sand	A-8	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 703 Min: 42	Max: 7.3 Min: 4.5
3	16 inches	31 inches	stratified sand to loamy fine sand	A-8	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 703 Min: 42	Max: 7.3 Min: 4.5
4	31 inches	72 inches	stratified very gravelly coarse sand to loamy fine sand	A-8	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 703 Min: 42	Max: 7.3 Min: 4.5

Soil Map ID: 7

Soil Component Name: Udorthents

Soil Surface Texture: loam

Hydrologic Group: Class C - Slow infiltration rates. Soils with layers impeding downward

movement of water, or soils with moderately fine or fine textures.

Soil Drainage Class: Well drained

Hydric Status: Unknown

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information Saturated **Boundary** Classification hydraulic conductivity **Unified Soil Soil Reaction** Layer Upper Lower Soil Texture Class **AASHTO Group** micro m/sec (pH) 1 0 inches 5 inches loam Silt-Clay COARSE-GRAINED Max: 703 Max: 7.8 Materials (more SOILS, Sands, Min: 0.01 Min: 4.5 than 35 pct. Sands with fines, passing No. Silty Sand. 200), Silty Soils. 2 5 inches 21 inches gravelly loam Silt-Clay COARSE-GRAINED Max: 703 Max: 7.8 Materials (more SOILS, Sands, Min: 0.01 Min: 4.5 Sands with fines, than 35 pct. passing No. Silty Sand. 200), Silty Soils. 3 21 inches 79 inches very gravelly Silt-Clay COARSE-GRAINED Max: 703 Max: 7.8 SOILS, Sands, Materials (more Min: 0.01 Min: 4.5 sandy loam Sands with fines, than 35 pct. passing No. Silty Sand. 200), Silty Soils.

Soil Map ID: 8

Soil Component Name: Cheshire

Soil Surface Texture: fine sandy loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep,

moderately well and well drained soils with moderately coarse

textures.

Soil Drainage Class: Well drained

Hydric Status: Partially hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

	Вои	ındary		Classif	fication	Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	7 inches	fine sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42 Min: 4	Max: 6 Min: 4.5
2	7 inches	16 inches	fine sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42 Min: 4	Max: 6 Min: 4.5
3	16 inches	25 inches	fine sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42 Min: 4	Max: 6 Min: 4.5
4	25 inches	64 inches	gravelly sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42 Min: 4	Max: 6 Min: 4.5

Soil Map ID: 9

Soil Component Name: Narragansett

Soil Surface Texture: silt loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep,

moderately well and well drained soils with moderately coarse

textures.

Soil Drainage Class: Well drained

Hydric Status: Partially hydric

Corrosion Potential - Uncoated Steel: Low

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

			Soil Layer	Information		,	
	Bou	ndary	Soil Texture Class	Classi	Classification		
Layer	Upper	Lower		AASHTO Group	Unified Soil	hydraulic conductivity micro m/sec	Soil Reaction (pH)
1	0 inches	5 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 6 Min: 4.5
2	5 inches	14 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 6 Min: 4.5
3	14 inches	24 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 6 Min: 4.5
4	24 inches	27 inches	gravelly silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 6 Min: 4.5
5	27 inches	59 inches	very gravelly loamy coarse sand	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 6 Min: 4.5

Soil Map ID: 10

Soil Component Name: Haven

Soil Surface Texture: silt loam

Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse Hydrologic Group:

textures.

Soil Drainage Class: Well drained

GEOCHECK[®] - PHYSICAL SETTING SOURCE SUMMARY

Hydric Status: Partially hydric

Corrosion Potential - Uncoated Steel: Low

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

			Soil Layer	Information			
	Bou	ındary		Classification		Saturated hydraulic	
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil	conductivity micro m/sec	Soil Reaction (pH)
1	0 inches	7 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Clean Sands, Well-graded sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 703 Min: 141	Max: 6 Min: 4.5
2	7 inches	14 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Clean Sands, Well-graded sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 703 Min: 141	Max: 6 Min: 4.5
3	14 inches	20 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Clean Sands, Well-graded sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 703 Min: 141	Max: 6 Min: 4.5
4	20 inches	24 inches	fine sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Clean Sands, Well-graded sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 703 Min: 141	Max: 6 Min: 4.5
5	24 inches	59 inches	stratified very gravelly sand to gravelly fine sand	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Clean Sands, Well-graded sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 703 Min: 141	Max: 6 Min: 4.5

Soil Map ID: 11

Soil Component Name: Cheshire

Soil Surface Texture: fine sandy loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep,

moderately well and well drained soils with moderately coarse

textures.

Soil Drainage Class: Well drained

Hydric Status: Partially hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information Saturated **Boundary** Classification hydraulic conductivity Layer Upper Lower Soil Texture Class **AASHTO Group Unified Soil Soil Reaction** (pH) micro m/sec 1 0 inches 7 inches fine sandy loam Silt-Clay **COARSE-GRAINED** Max: 42 Max: 6 Min: SOILS, Sands, Materials (more Min: 4 4.5 than 35 pct. Sands with fines, passing No. Silty Sand. 200), Silty Soils. COARSE-GRAINED 2 7 inches fine sandy loam Max: 42 Max: 6 Min: 16 inches Silt-Clay Materials (more SOILS, Sands, Min: 4 4.5 than 35 pct. Sands with fines, passing No. Silty Sand. 200), Silty Soils. Max: 6 Min: 3 16 inches COARSE-GRAINED 25 inches fine sandy loam Silt-Clay Max: 42 Materials (more SOILS, Sands, Min: 4 4.5 than 35 pct. Sands with fines, passing No. Silty Sand. 200), Silty Soils. COARSE-GRAINED Max: 6 Min: 4 25 inches 64 inches gravelly sandy Silt-Clay Max: 42 loam Materials (more SOILS, Sands, Min: 4 4.5 than 35 pct. Sands with fines, passing No. Silty Sand. 200), Silty Soils.

Soil Map ID: 12

Soil Component Name: Cheshire

Soil Surface Texture: fine sandy loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep,

moderately well and well drained soils with moderately coarse

textures.

> 0 inches

Soil Drainage Class: Well drained

Hydric Status: Partially hydric

Depth to Watertable Min:

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Soil Layer Information Saturated **Boundary** Classification hydraulic conductivity Layer Upper Lower Soil Texture Class **AASHTO Group Unified Soil Soil Reaction** (pH) micro m/sec 1 0 inches 7 inches fine sandy loam Silt-Clay **COARSE-GRAINED** Max: 42 Max: 6 Min: SOILS, Sands, Materials (more Min: 4 4.5 than 35 pct. Sands with fines, passing No. Silty Sand. 200), Silty Soils. COARSE-GRAINED 2 7 inches fine sandy loam Max: 42 Max: 6 Min: 16 inches Silt-Clay Materials (more SOILS, Sands, Min: 4 4.5 than 35 pct. Sands with fines, passing No. Silty Sand. 200), Silty Soils. Max: 6 Min: 3 16 inches COARSE-GRAINED 25 inches fine sandy loam Silt-Clay Max: 42 Materials (more SOILS, Sands, Min: 4 4.5 than 35 pct. Sands with fines, passing No. Silty Sand. 200), Silty Soils. COARSE-GRAINED Max: 6 Min: 4 25 inches 64 inches gravelly sandy Silt-Clay Max: 42 loam Materials (more SOILS, Sands, Min: 4 4.5 than 35 pct. Sands with fines, passing No. Silty Sand. 200), Silty Soils.

Soil Map ID: 13

Soil Component Name: Watchaug

Soil Surface Texture: fine sandy loam

Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse Hydrologic Group:

textures.

Soil Drainage Class: Moderately well drained

Hydric Status: Partially hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 61 inches

			Soil Layer	r Information			
	Воц	ındary		Classit	fication	Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	7 inches	fine sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42 Min: 4	Max: 6.5 Min: 4.5
2	7 inches	18 inches	fine sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42 Min: 4	Max: 6.5 Min: 4.5
3	18 inches	24 inches	fine sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42 Min: 4	Max: 6.5 Min: 4.5
4	24 inches	64 inches	gravelly sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42 Min: 4	Max: 6.5 Min: 4.5

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

WELL SEARCH DISTANCE INFORMATION

DATABASE SEARCH DISTANCE (miles)

Federal USGS 1.000

Federal FRDS PWS Nearest PWS within 1 mile

State Database 1.000

FEDERAL USGS WELL INFORMATION

LOCATION

MAP ID WELL ID FROM TP

1 USGS40000229259 1/2 - 1 Mile SSE

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

LOCATION

MAP ID WELL ID FROM TP

No PWS System Found

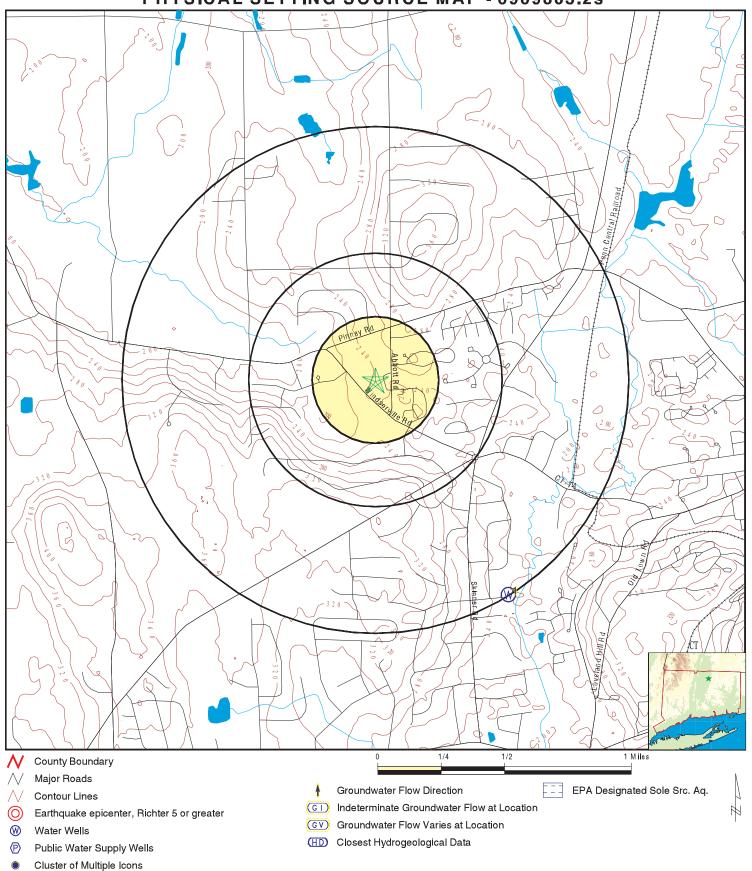
Note: PWS System location is not always the same as well location.

STATE DATABASE WELL INFORMATION

LOCATION MAP ID WELL ID FROM TP

No Wells Found

PHYSICAL SETTING SOURCE MAP - 6969803.2s



SITE NAME: Windermere Elementary School ADDRESS: 2 Abbott Road

Ellington CT 06029 41.871816 / 72.500262 LAT/LONG:

CLIENT: Fuss & O Neill CONTACT: Alex Robotham INQUIRY#: 6969803.2s

DATE: May 06, 2022 5:17 pm

GEOCHECK®-PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID Direction Distance

Elevation Database EDR ID Number

1 SSE FED USGS USGS40000229259

1/2 - 1 Mile Lower

Organization ID: USGS-CT

Organization Name: USGS Connecticut Water Science Center Monitor Location: CT-V 89 Well Type: Description: Not Reported HÜC: 01080205 Drainage Area: Not Reported Drainage Area Units: Not Reported Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported

Aquifer: Sand and gravel aquifers (glaciated regions)

Formation Type: Drift, Stratified Aquifer Type: Not Reported Construction Date: 19870430 Well Depth: 20.65 Well Depth Units: tt Well Hole Depth: 25

Well Hole Depth Units: ft

Ground water levels, Number of Measurements: 1 Level reading date: 1987-04-30 Feet below surface: 4.68 Feet to sea level: Not Reported

Note: Not Reported

GEOCHECK®- PHYSICAL SETTING SOURCE MAP FINDINGS RADON

AREA RADON INFORMATION

State Database: CT Radon

Radon Test Results

City	# Sites	< 4 Pci/L	4 < 10 Pci/L	10 < 20 Pci/L	20 < 50 Pci/L	50 < 100 Pci/L	> 100 Pci/L
Stafford Springs	2	2 (100)	0 (0)	0 (0)	0 (0)	0 (0)	0 (0)
Storrs	4	3 (75)	0 (0)	1 (25)	0 (0)	0 (0)	0 (0)
Tolland	15	10 (66.7)	4 (26.7)	1 (6.6)	0 (0)	0 (0)	0 (0)
Vernon	29	24 (82.7)	4 (13.8)	1 (3.5)	0 (0)	0 (0)	0 (0)
West Willington	1	1 (100)	0 (0)	0 (0)	0 (0)	0 (0)	0 (0)
Willington	1	2 (100)	0 (0)	0 (0)	0 (0)	0 (0)	0 (0)
Manchester	34	24 (70.6)	10 (29.4)	0 (0)	0 (0)	0 (0)	0 (0)
Amston	10	5 (50)	4 (40)	1 (10)	0 (0)	0 (0)	0 (0)
Andover	97	74 (76.3)	15 (15.5)	6 (6.2)	1 (1)	0 (0)	0 (0)
Bolton	10	7(70)	2 (20)	1 (10)	0 (0)	0 (0)	0 (0)
Columbia	11	8 (72.7)	3 (27.3)	0 (0)	0 (0)	0 (0)	0 (0)
Coventry	16	13 (81.25)	1 (6.25)	2 (12.5)	0 (0)	0 (0)	0 (0)
Ellington	19	15 (78.9)	2 (10.5)	2 (10.5)	0 (0)	0 (0)	0 (0)
Mansfield	100	87 (87)	13 (13)	0 (0)	0 (0)	0 (0)	0 (0)
Somers	2	2 (100)	0 (0)	0 (0)	0 (0)	0 (0)	0 (0)

Federal EPA Radon Zone for TOLLAND County: 2

Note: Zone 1 indoor average level > 4 pCi/L.

: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.

: Zone 3 indoor average level < 2 pCi/L.

Federal Area Radon Information for Zip Code: 06029

Number of sites tested: 5

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area - 1st Floor	Not Reported	Not Reported	Not Reported	Not Reported
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	2.860 pCi/L	60%	40%	0%

PHYSICAL SETTING SOURCE RECORDS SEARCHED

TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)

Source: United States Geologic Survey

EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Current USGS 7.5 Minute Topographic Map

Source: U.S. Geological Survey

HYDROLOGIC INFORMATION

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Tidal Wetlands

Source: Department of Energy & Environmental Protection

Telephone: 860-424-4054

HYDROGEOLOGIC INFORMATION

AQUIFLOW^R Information System

Source: EDR proprietary database of groundwater flow information

EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit

Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO: State Soil Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

Telephone: 800-672-5559

SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Service, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS)

This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

STATE RECORDS

Community and Non-Community Water System Wells

Source: Department of Public Health, Water Supplies Section

Telephone: 860-509-7333

Active, emergency and inactive wells used for potable purposes that are owned and operated by active community and non-community water systems in Connecticut.

OTHER STATE DATABASE INFORMATION

Connecticut Leachate and Wastewater Discharge Sites

Source: Department of Environmental Protection

Telephone:

The Leachate and Waste Water Discharge Inventory Data Layer (LWDS) includes point locations digitized from Leachate and Wastewater Discharge Source maps compiled by the Connecticut DEP. These maps locate surface and groundwater discharges that (1) have received a waste water discharge permit from the state or (2) are historic and now defunct waste sites or (3) are locations of accidental spills, leaks, or discharges of a variety of liquid or solid wastes.

EPA-Approved Sole Source Aquifers in Connecticut

Source: EPA Telephone:

Sole source aquifers are defined as an aquifer designated as the sole or principal source of drinking water for a given aquifer service area; that is, an aquifer which is needed to supply 50% or more of the drinking water for the area and for which there are no reasonable alternative sources should the aquifer become contaminated.

RADON

State Database: CT Radon

Source: Department of Public Health

Telephone: 860-509-7367 Radon Statistical Summary

Area Radon Information

Source: USGS

Telephone: 703-356-4020

The National Radon Database has been developed by the U.S. Environmental Protection Agency

(USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at

private sources such as universities and research institutions.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

EPA Radon Zones Source: EPA

Telephone: 703-356-4020

Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor

radon levels.

OTHER

Airport Landing Facilities: Private and public use landing facilities

Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater

Source: Department of Commerce, National Oceanic and Atmospheric Administration

Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary faultlines, prepared

in 1975 by the United State Geological Survey

STREET AND ADDRESS INFORMATION

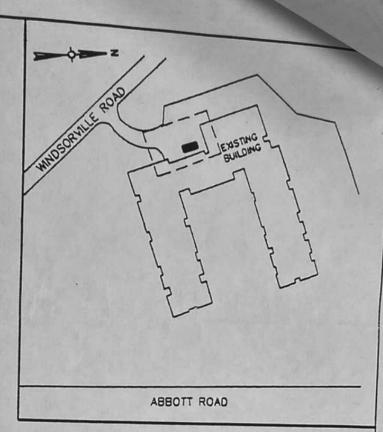
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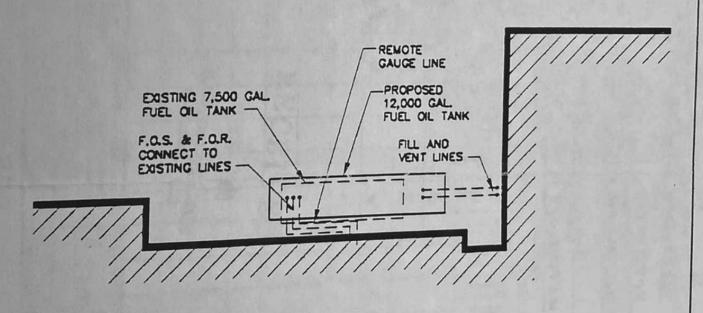
Appendix D

State File Information

		NDERGRO	OTIF	STORAGE		2.	G. of	nii o	COMMITTEE		JNDERGR HAZA	STATE OF CONNECTICUT partment of Environmental Protection OUND STORAGE FACILITIES PROGROUS MATERIALS MANAGEMENT UNIT 6 Capital Avenue, Hartford, CT 06106	RAM			52		M	AY 2 N 1	7 A *	1992	3/90	FOI AGE	
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	Example	5/75	30	5000	X					X		Heating fuel #2			X			X				H	3	H
	Example	7/60	-	8000				X	8/78		X	I, I, I, - Trichloroethane CAS #79016		X	B. B			X				E	7	W
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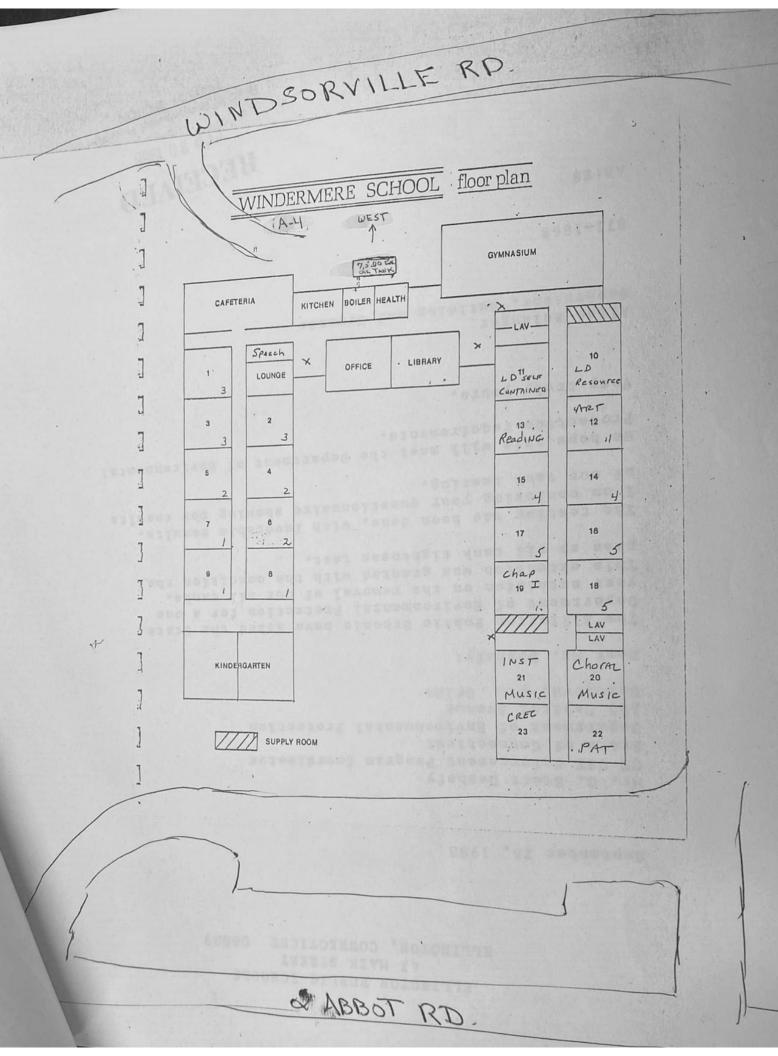


LOCATION PLAN



WINDEMERE SCHOOL

ELLINGTON BOARD OF EDUCATION ELLINGTON, CONNECTICUT TANK REPLACEMENT AT WINDEMERE SCHOOL N.T.S.



ELLINGTON PUBLIC SCHOOLS 47 MAIN STREET ELLINGTON, CONNECTICUT 06029

September 26, 1988

Mr. G. Scott Deshefy CT UST Enforcement Program Coordinator State of Connecticut Department of Environmental Protection 165 Capitol Avenue Hartford, Ct. 06106

Dear Mr. Deshefy:

The Ellington Public Schools have asked the State Department of Environmental Protection for a one year extension on the removal of our oil tanks. This extension was granted with the condition they pass an oil tank tightness test.

The testing has been done, with favorable results. I am enclosing your questionnaire showing the results of our tank testing.

We hope this will meet the Department of Environmental Protection requirements.

Very truly yours,

Allan Belanger Supervisor, Building and Grounds

871-1868

AB: ES

RECEIVED

SEP 3 0 1988

Dept. of Environmental Protection PCB/UST SECTION



Appendix E

Site Photographs





Entrance to the Main Building



Exterior north side of main building





Overview of boiler room

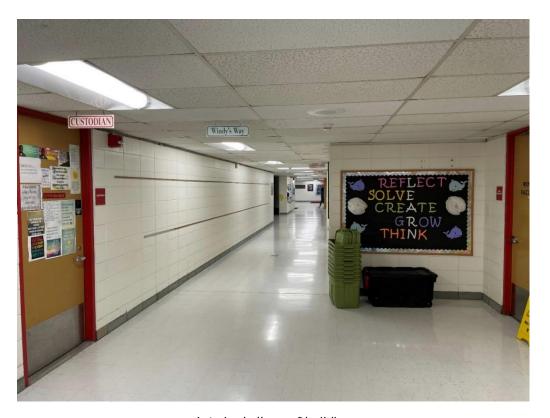


Back-up generator





Pad mounted transformer on western side of building



Interior hallway of building





Classroom interior



Grease trap in kitchen. May 20, 2022



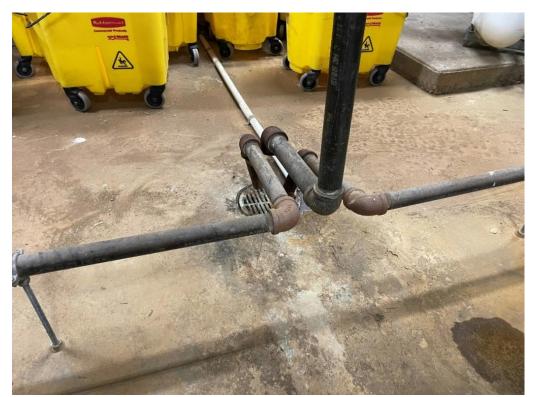


Loading Dock with municipal trash and recycling dumpsters



Janitorial closet storage area





Floor drain within boiler room



Paint and cleaner storage area within boiler room



Appendix F

Qualifications of Environmental Professionals and Staff



Qualifications of Environmental Professionals and Staff Scientists and Engineers

Environmental Professionals

Employee	Title	Education	Years of Applicable Experience	Licenses
Robert Danielson	Vice President	BS Geology & MS Enviro. Mgt. & Policy	35	LEP
Robert D. Bowden	Associate	BA Geology & MS Geology	33	LEP
Brent J. Henebry	Associate	BS Geology	29	LEP
Daniel R. Jahne	Associate	BS Geology	29	LEP
Marilee D. Gonzalez	Senior Project Manager	BS Plant and Soil Science	22	LEP
Caleb D. Scheetz	Associate	BS Geology & MS Geology	17	LEP
Stefanie K. Wierszchalek	Senior Hydrogeologist	BS Environmental Science BS Geology	16	

Staff Scientists and Engineers

Employee	Title	Education	Years of Applicable Experience	Licenses	
Alexander Ciofani	Environmental Scientist II	BS Environmental Science	8		
Kyle N. Gearwar	Hydrogeologist III	BS Geosciences	7		
Melissa Noryk	Hydrogeologist III	BS Geosciences	6		
Brianna S. Church	Environmental Engineer II	BS Environmental Engineering	5		
Scott J. Flaherty	Hydrogeologist II	BA Environmental Science	5		
Stacy Vanderveer	Sr. Environmental Technician	BS Natural Resource Management	2		
Marilyn Corzo	Hydrogeologist I	AS Mathematics & Science BS Geology	2		
Alex D. Robotham	Environmental Engineer I	BS Environmental Engineering	1		
Christopher A. Juliano	Environmental Scientist I	BS Geosciences	1		
Mae L. LaBelle	Environmental Scientist I	BS Marine Science	1		

Education

BA: Bachelor of Arts
BS: Bachelor of Science
MA: Master of Arts
CPG: Certified Professional Geologist
PG: Professional Geologist (New Hampshire)

AS: Associates of Arts LEP: Licensed Environmental Professional (Connecticut)

Licenses

Exhibit C 2020 AHERA Plan - Windermere School

ASBESTOS MANAGEMENT PLAN UPDATE

Windermere Intermediate/Elementary School 2 Abbott Road Ellington, CT 06029

DATE: October 22, 2020

PLANNER:

Long T. Thai Brooks Environmental Consulting LLC

9 Isaac Street Norwalk, CT 06850

203-853-9792

CT licensed Inspector/Planner

License #000342 expires 12-31-20

BUILDING: 1 Windermere Intermediate/Elementary School

A. RECOMMENDED RESPONSE ACTIONS

- 1. Removal
- 2. Repair
- 3. Enclosure
- 4. Encapsulation
- 5. Operations & Maintenance
 All asbestos-containing building materials listed in the 2020 three year reinspection.

B. JUSTIFICATION OF RECOMMENDED RESPONSE ACTIONS

Materials are in good condition and are non-friable. No friable materials are in general public access areas. In this case, Operations & Maintenance is the least burdensome method which will protect public health.

C. SCHEDULE AND RESOURCES FOR IMPLEMENTATION

- 1. Removal
- 2. Repair
- 3. Enclosure
- 4. Encapsulation
- 5. Operations & Maintenance Program

Estimated cost:

\$750 per year (all buildings included)

Start Date:

ongoing

Completion Date:

upon removal of all ACBM from building

THREE YEAR REINSPECTION OF ACBM

Windermere Intermediate/Elementary School 2 Abbott Road Ellington, CT 06029

DATE:

October 22, 2020

PLANNER:

Long T. Thai Brooks Environmental Consulting LLC

9 Isaac Street Norwalk, CT 06850 203-853-9792

CT licensed Inspector/Planner

License #000342 expires 12-31-20

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INTRODUCTION

This report contains the results of a three-year reinspection of asbestos-containing building materials (ACBM) following the protocols of the State of Connecticut Department of Public Health (DPH) "Asbestos-Containing Materials in Schools" regulation.

The information presented here was compiled by Long T Thai, an accredited asbestos inspector under the EPA model accreditation plan and the DPH training requirements for asbestos consultation services. Mr. Thai completed his original accreditation training at ATC, West Springfield, Massachusetts and is licensed in the State of Connecticut as an Asbestos Building Inspector/Management Planner.

The "Building Information Sheet" summarizes the extent of the facility at the time of this reinspection. The building structure has not changed since the last reinspection.

ASBESTOS MANAGEMENT HISTORY

Windermere School was inspected by Con-Test in 1987 under the State of Connecticut Department of Education "School Asbestos Inspection and Abatement" regulations, was reinspected by TRC Environmental Corporation in 1990 under the U.S. Environmental Protection Agency (EPA) "Asbestos-Containing Materials in Schools" regulations, and was reinspected by TRC in 1993, 1996, 1999, 2005, 2008, and 2011 and was reinspected by Brooks Environmental Consulting, LLC. in 2014 and 2017.

No bulk samples were collected during this reinspection.

STATEMENT OF LIMITATIONS

Inspection of school buildings for suspect asbestos-containing building materials under the Federal and State asbestos-in-schools regulations generally does not include demolition of structures to find hidden materials. It is thus possible that renovation or demolition preceded by a NESHAP level asbestos inspection may uncover previously unknown suspect materials. Such possibilities include, but are not limited to: (1) roping and insulating cement between sections of a previously abated sectional boiler, (2) insulation board behind fire brick in the base of boilers, (3) pipe insulation inside wall chases, (4) floor tile and mastic under other flooring or cabinets, (5) glue daubs under acoustic tile, (6) glue daubs behind chalk boards and/or tack boards, (7) insulation inside walls, (8) vapor barriers in exterior walls, (9) caulk and glazing putty on windows, (10) roofing materials and (11) materials previously excluded by an architect or engineer statement.

REINSPECTION FINDINGS Summary of ACBM

AREA	MATERIAL	LOCATION/FUNCTIONAL SPACE	11/28/2017 CONDITION	10/22/2020 CONDITION	CHANGE IN CONDITION
	43,000 SF floor tile and associated mastic	throughout 1966 building area except K-2 bathroom, small areas in rooms 6 & 8, girl's lavatory vestibule, boy's lavatory vestitbule, portion of old gym	nf	nf	none
	30 LF wire insulation	stage	nf		removed, not present

Condition Codes:

fr = friable $ND = no \ damage$ nf = non-friable D = damaged $SD = significant \ damage$ * = thermal system insulation which has an undamaged air-tight cover

ASBESTOS MANAGEMENT PLAN

BUILDING INFORMATION SHEET

						DATE
BUILDING NUMBER	AND NAME					10/22/2020
9 4						
BUILDING LOCATION	I/ADDRESS			NAM	E OF LOCAL EDUCATION AGENC	Υ
2 ABBOTT ROAD					ELLINGTON PUBLIC SCHOOL	LS
NUMBER OF FLOO	R IN THIS BU	LDING	1	OF	RIGINAL CONSTRUCTION DATE	1966
NUMBER OF BASE	MENT LEVEL	s [0	A	DITIONAL/RENOVATION DATE 1	1977
NUMBER OF ATTIC	LEVELS		0	AE	DITIONAL/RENOVATION DATE 2	1995,2003
NUMBER OF OTHE	R LEVELS		0	ES	TIMATED GROSS SQUARE FEET	
BUILDING CONST	RUCTION TYP	E			BUILDING USE	% FLOOR SPACE
MASO	NRY AND STE	EL			CLASSROOMS	
		4			OFFICES	
FRIABL ACM	E	NON-FRIAE	ILE		RECREATION	
PRESE	IT	ACM PRESENT	.		OTHER SUPPORT	
NO		YES				

FRIABLE ACM INCLUDES INTACT TSI

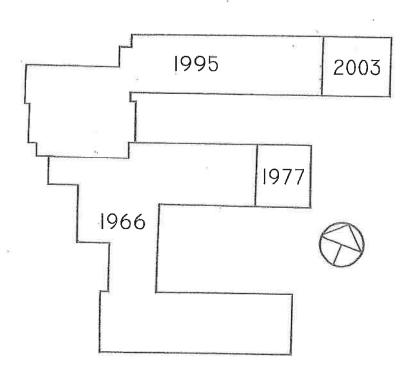


Exhibit D AIA B101 -2017 Additions and Deletions Report

DRAFI AIA Document B101 - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made <u>effective</u> as of the « » day of « » in the year « 2022 » (In words, indicate day, month and year.) **BETWEEN** the Architect's client identified as the Owner: (Name, legal status, address and other information) ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Town of Ellington, Connecticut Report that notes added Ellington Town Hall information as well as revisions to the standard 55 Main Street form text is available from Ellington, Connecticut 06029 the author and should be reviewed. and the Architect: This document has important (Name, legal status, address and other information) legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. for the following Project: (Name, location and detailed description) Renovate-to-New, Extension/Alteration Project #048-0060 Windermere Elementary School 2 Abbott Road Ellington, Connecticut 06029 The Owner and Architect agree as follows.

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this document.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

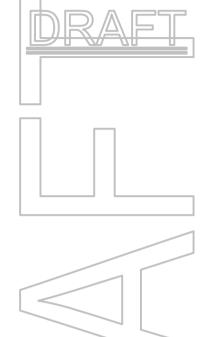
§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1, the Owner's Request for Qualifications & Proposals for Architectural & Engineering Services, attached hereto as Attachment A including, the Architect's executed Non-Collusion Affidavit dated August 31, 2022 attached hereto as Exhibit A to Attachment A, the Architect's executed Acceptance of Terms and Conditions dated August 31, 2022, attached hereto as Exhibit B to Attachment A, the Architect's executed Fee Proposal and Hourly Rates, dated August 31, 2022, attached hereto as Exhibit C to Attachment A, the Architect and Owner Responsibility Matrix attached hereto as Exhibit D to Attachment A, Educational Specifications attached hereto as Exhibit E to Attachment A (together, these documents shall be referred to herein as "Attachment A") and the Architect's Proposal dated August 31, 2022, attached hereto as Attachment B. The Architect's representations in its proposal, during the interview process, and as published in any marketing materials furnished to the Owner as to its expertise and experience are material representations upon which the Owner has relied, and the Architect hereby affirms those representations as part of this Agreement.

Only those portions of the Architect's Proposal that describe the Architect's scope of services are incorporated into this Agreement. All other terms and conditions contained in the Proposal are superseded by this Agreement, and the Proposal shall have no force or effect except to the extent a specific paragraph is referenced in this Agreement. This Agreement otherwise overrides any other terms and conditions in the Architect's Proposal. To the extent that there are any conflicting terms or inconsistencies between the Architect's Proposal and this Agreement, this Agreement shall control and take precedence.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)



«The Architect shall compile the required documents for a "Renovation" State Grant to make improvements to the Project. If financing is approved, the Project shall include, but not be limited to, code upgrades, Americans with Disabilities Act (ADA) accessibility requirements and other renovations as well as a 37,000 square foot addition in order to accommodate the Town's 739 elementary school student population which is to be verified as part of the scope of Work as more particularly described in Attachment A.» § 1.1.2 The Project's physical characteristics: (Identify or describe pertinent information about the Project's physical characteristics, such as size: location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.) « » § 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.) «—«To be determined. » § 1.1.4 The Owner's anticipated design and construction milestone dates durations and dates, provided Owner obtains sufficient financing and grants to fund the Project: Design phase milestone dates, if any: .1 «Design/Local and State Approvals: September 1, 2022 - December 31, 2023 Bidding and Award Phase (Phase 1): July 31, 2023 Design Completion: To be determined .2 Construction commencement date: «August 1, 2023-June 30, 2025 » Substantial Completion date or dates: .3 «To be determined. » Other milestone dates: Procurement Phase To be determined. Construction Phase To be determined FF&E Phase To be determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project: (*Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.*)

« Construction Manager At-Risk with competitive bidding of subcontracts.

1.1.5.1 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages and phased construction are set forth below (list number and type of bid/procurement packages): Phase 1 – 37,000 square foot addition – initial construction bid package <u>Phase 2 – Renovation – second construction bid package</u> Phase 3 etc. – FF&E, Technology, etcetera, as determined Construction management. All references herein and in the AIA Document A201TM-2017, General Conditions of the Contract for Construction, as modified, to the Contractor shall also refer to the Construction Manager, as if those terms are interchangeable.» **§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project: (Identify and describe the Owner's Sustainable Objective for the Project, if any.) **≪**≪ N/A. » § 1.1.6.1 If the Owner identifies a Sustainable Objective, and if the Owner and Architect shall complete and incorporate AIA Document E204TM–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate require incorporation of the completed E204–2017 into the agreements with the consultants and contractors of all tiers performing services or Work in any way associated with the Sustainable Objective. § 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: (List name, address, and other contact information.) «Brian Greenleaf **Director of Finance and Operations** Ellington Public Schools 47 Main Street Ellington, CT 06029 bgreenleaf@ellingtonschool.net » 860-896-2300 § 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows: (List name, address, and other contact information.) Owner's Project Manager Arcadis-US Attn: John J. Butkus, AIA 207 Main Street, Second Floor North Hartford, CT 06106 860-503-1510

John.butkus@arcadis.com » § 1.1.9 The Owner shall retain the following consultants and contractors: (List name, legal status, address, and other contact information.) Geotechnical Engineer: **Cost Consultant:** Civil Engineer: **Scheduling Consultant:** TBD »« » .3 Other, if any: (List any other consultants and contractors retained by the Owner.) « Independent Peer Review Consultant » § 1.1.10 The Architect identifies the following representative in accordance with Section 2.3: (List name, address, and other contact information.) «TBD » § 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.9. 1.1.11.1 and 1.1.11.2: (List name, legal status, address, and other contact information.) § 1.1.11.1 Consultants retained under Basic Services: Structural Engineer: .1 «To be determined. » Mechanical Engineer:

«To be determined. »



«To be determined. »
16. Information Technology Design
«To be determined. »
17. Interior Design
«To be determined. »
18. Life Safety and Elevator Design
«To be determined. »
19. Interior Design
«To be determined. »
20. Estimator Consultant To be determined. »
§ 1.1.11.2 Consultants retained under Supplemental Services:



<u>N/A</u>

§ 1.1.12 Other Initial Information on which the Agreement is based:

« N/A »

- § 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation as provided in this Agreement. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
- § 1.3 The parties shall agree upon protocols governing the <u>development</u>, transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data <u>and shall require that such provisions be incorporated into their respective agreements with consultants and contractors of all tiers</u>.
- § 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.
- § 1.4 Where reference is made in this Agreement to a provision of the AIA Document A201TM–2017 or any other AIA document or provision, the reference refers to that document or provision as amended or modified by the Owner and, if applicable, any other party to such document, and as amended, modified or supplemented by other provisions of the Contract Documents.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

- § 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.
- § 2.2 The "Architect's Services" consist of the services the Architect is required to perform under this Agreement, and, unless inconsistent with the instructions, guidance, and direction of the Owner, all professional services usually and customarily performed in conjunction with, and in furtherance of, such services. The Architect shall provide all labor, materials, supplies, tools, equipment and other facilities and necessary appurtenances or property for or incidental to such services requested by the Owner to complete the Project.
- § 2.2 The Architect shall perform its services § 2.2.1 The Architect shall be responsible for the performance of the Architect's Services as an independent contractor and in a good and workmanlike manner (i) consistent with the terms and conditions of this Agreement; (ii) consistent with the instructions, guidance and directions provided by the Owner to the Architect; (iii) consistent with the highest prevailing applicable professional or industry standards; (iv) consistent with sound architectural practices; and (v) as expeditiously as is consistent with such professional skill and care ordinarily provided by architects practicing in the same or similar locality-, having experience with projects of comparable size, complexity, and environmentally responsible design, and practicing under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project, the instructions of the Owner and this Agreement (the standards of this Section 2.2 shall be referred to herein as the "Architect's Standard of Care").
- § 2.2.2 The Architect shall exercise the Architect's Standard of Care in performing all aspects of the Architect's Services. All references in this Agreement or in the Contract Documents to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery of the Architect or reference to any similar term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation, recognition attributed to the Architect ("constructive knowledge"). Such constructive knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation and recognition the Architect would have obtained upon the exercise of the Architect's Standard of Care.
- § 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect's representative shall have full authority to accept instructions, make decisions, communicate for and act on behalf of the Architect at all times. While in the employ of the Architect, no key personnel assigned to the Project shall be replaced without the prior consent of the Owner, provided that if key personnel leave the Architect's employ or otherwise become incapacitated, the Architect shall designate a replacement member from its existing staff with at least a similar level of experience, subject to the prior written approval of the Owner.
- § 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project. The Architect shall be responsible for the performance of the Architect's Services in compliance with all applicable laws, rules, regulations, ordinances, codes, orders and permits of all federal, state and local government bodies, agencies, authorities and courts having jurisdiction over the Project and with the Conditions as defined in Subsection 2.4.1.
- § 2.4.1 The "Conditions" are all statutory and regulatory requirements and all guidelines and standards imposed on the Project by the Agencies, as defined in Sections 2.4.2 and 2.4.3.
- § 2.4.2 The "Agencies" are the Departments of Education and Administrative Services of the State of Connecticut including, but not limited to, the Office of School Construction Grants and Review and all of its agencies and departments and all other governmental authorities having regulatory or administrative jurisdiction over the Project and all representatives or designees of the Department or such other governmental authorities. The term "Agencies" shall also include any individuals or entities designated by the Department or such other governmental authorities or by the Owner to monitor or oversee compliance of the Project's energy and environmental design with the requirements of the Department or such other governmental authorities.

- § 2.4.3 The term "Agencies" shall also include any individual or entity not described in Section 2.4.2 from whom the Owner intends to request certification of the Project's energy and environmental design, to the extent the Architect is required, under this Agreement, to provide services relating to such certification.
- § 2.4.4 The Architect understands that performance of the Architect's Services will require communication with the Agencies and with individuals designated by the Agencies, and the Architect will, at no additional cost to the Owner, so communicate and take all steps necessary to ensure compliance with the Conditions,
- § 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.
- **§ 2.5.1** Commercial General Liability with policy limits of not less than (*) (*) One Million Dollars (\$1,000,000) for each occurrence and (*) (*) Two Million Dollars (\$2,000,000)) in the aggregate for bodily injury and property damage.
- § 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (*) (\$ (*) One Million Dollars (\$1,000,000)) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- § 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, with policy limits of not less than Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § 2.5.4 Workers' Compensation at statutory limits.
- § 2.5.5 Employers' Liability with policy limits not less than

 (\$ < >> Five Hundred Thousand Dollars (\$500,000)

) each accident,

 (\$ < >> Five Hundred Thousand Dollars (\$ 500,000)

) each employee, and
 (\$ < >> One Million Dollars (\$ 1,000,000)

) policy limit.
- § 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (*) (\$ ** Five Million Dollars (\$5,000,000) per claim and ** (\$ ** in the aggregate Five Million Dollars (\$5,000,000) in the aggregate. The Architect shall maintain continuous professional liability coverage for the period of design and construction of the Project, and shall provide for an extended reporting period in which to report claims equivalent to the applicable statute of limitations after the Architect completes all Architect's Services under this Agreement or Substantial Completion of the Work, whichever is longer.
- § 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect-, the Architect's consultants and subcontractors shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured, the Owner's school districts, the boards of education of the Owner's school districts, the building committee(s) for the Project, the Owner's Project Manager, and their respective departments, boards and commissions and their respective officers, directors, administrators, members, managers, agents, servants, employees and volunteers (the "Additional Insureds") as an additional insureds for claims caused in whole or in part by the Architect's or the Architect's consultants' or subconsultants' negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.
- § 2.5.8 The Before commencing the Architect's Services, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5 and shall provide updated certificates of insurance during the duration of this Agreement and any additional period specified in this Agreement. Certificates

of professional liability insurance shall bear the endorsement: "Not to be canceled without thirty (30) days' prior written notice to Owner."

§ 2.5.9 The Architect shall require its consultants, subconsultants and/or subcontractors to maintain the same types of coverage and limits of insurance required of it under this Agreement unless otherwise agreed to in writing.

§ 2.5.10 Notwithstanding anything to the contrary herein, this Agreement does not limit the liability of the Architect for errors and omissions related to the performance of the Services set forth herein.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those <u>services</u> described in this Article 3 and <u>include usual and customary</u> articulated in Article 4, and unless inconsistent with the instructions, guidance, and direction of the Owner, all professional services usually and customarily performed in conjunction with, and in furtherance of, those <u>services including but not limited to, architectural, structural, mechanical, and electrical-, civil, plumbing, fire protection, traffic, geotechnical and BMS Controls engineering services, as well as landscaping, site surveying, hazardous building materials abatement/remediation, commissioning, cost estimating, BIM, information technology code compliance and interior design. Services not set forth in this Article 3 are Supplemental or Additional Services.</u>

Services not set forth in this Article 3 or reasonably inferable therefrom are Supplemental or Additional Services. The Architect shall be responsible for and shall coordinate and have full directing authority and control over all portions of the services covered by this Agreement, including those of its employees and consultants within the scope of this Agreement.

§ 3.1.1 The Architect shall manage the Architect's <u>servicesServices</u>, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner<u>and the Agencies</u>.

§ 3.1.2 The Architect shall coordinate its services the Architect's Services with those services provided by the Owner and the Owner's contractors and consultants. The Unless notified otherwise by the Owner in writing, the Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants or subcontractors, unless the Architect knows or should have known that such services or information is not accurate or is incomplete. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's and the Owner's Project Manager's approval a schedule for the performance of the Architect's services Services. The schedule initially shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work-as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for required design information from the Owner, for the performance of the Owner's consultants, for coordination between all consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner and the Owner's Project Manager, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3.1 Upon the Owner's reasonable request, the Architect shall submit information to the Schedule Consultant and participate in developing and revising the Project schedule as it relates to the Architect's Services.

§ 3.1.3.2 Time is of the essence in this Agreement and the Architect will be bound by the schedule and will not deviate from or adjust the schedule without the Owner's express written consent which consent the Owner shall not unreasonably withhold for deviations or adjustments to the extent necessary due to factors outside the Architect's control. The Architect shall update the schedule to incorporate any deviations or adjustments approved by the Owner and shall provide the Owner with such updated schedule. At each progress review meeting, the Architect shall identify any expected delays to the schedule. The Architect shall make timely submissions of all required

<u>deliverables</u> and shall timely perform all other obligations under this Agreement in accordance with such schedule and the obligations under this Agreement.

§ 3.1.3.3 In the event that the Architect fails to meet any of the dates set forth in the Owner-approved schedule, the Architect shall immediately provide the Owner with detail in writing of the reasons for such failure and its proposed means of making up time lost within the overall schedule, including, if necessary, additional resource allocations.

§ 3.1.4 The If applicable, the Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's specific acceptance of non-conforming Work, made or given without the Architect's written approval or to which the Architect has provided timely objection in writing, stating all reasons for such objection.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents research and familiarize itself with all applicable federal, state and local law, statutes, regulations, ordinances, codes, rules, rulings, decisions, orders, interpretations and judgments of the Agencies and any other governmental authorities having jurisdiction over the Project (including without limitation those pertaining or related to hazardous materials, development of wetlands, life, health, safety, environment, fire prevention and zoning) ("Governmental Requirements"). The Architect shall, at appropriate times in each design phase, contact and confer with the Agencies and any other governmental authorities whose approval of the Construction Documents, including without limitation the local building official and fire marshal, and the Department of Public Health of the State of Connecticut, and entities providing utility services to the Project, as necessary for the successful funding and completion of the Project. The Architect shall respond to confirm applicable design requirements and Governmental Requirements imposed by those such authorities and entities, and seek interpretation or clarification thereof.

§ 3.1.5.1 The Architect shall perform its services and prepare its designs and Instruments of Service for the Project in compliance with Governmental Requirements. Included within this obligation, the Architect shall:

- design in conformance with the current edition of the State of Connecticut High Performance (Green)

 Building Standards for State Agency Buildings and School Buildings and the State of Connecticut

 "Renovation" requirements. If a portion of such Guidelines are in conflict with a design requirement or with the Owner's stated goals for the Project in terms of budget, quality, scope and schedule, the Architect shall so notify the Owner in writing and shall not deviate from such Guidelines without the Owner's written permission;
- design in conformance with the current edition of the State of Connecticut School Construction

 Standards and Guidelines. If a portion of such Guidelines are in conflict with a design requirement or with the Owner's stated goals for the Project in terms of budget, quality, scope and schedule, the Architect shall so notify the Owner in writing and shall not deviate from such Guidelines without the Owner's written permission; and
- design in conformance with the requirements of the Americans with Disabilities Act of 1993 and the regulations thereunder (including without limitation the 2010 amendments thereto) as well as other applicable laws, regulations and codes protecting the disabled. In the event of any perceived conflict between the ADA and other accessibility legislation, the more stringent provision will be deemed to apply. The Architect agrees that this duty is non-delegable, and the Architect, by preparing, signing or sealing drawings as part of its services hereunder, shall constitute a certification that it has taken every reasonable measure to identify and comply with these requirements. Nothing in this Agreement shall be construed to eliminate the Architect's responsibility to comply with these requirements.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of <u>or funding from Agencies and any other</u> governmental authorities having jurisdiction over the Project.

§ 3.1.7 If the Architect observes or otherwise becomes aware of any fault, defect or nonconformance in the Work, or any error, omission or deficiency in the Construction Documents, it shall give the Owner prompt written notice thereof along with specific recommendations for addressing such issues.

§ 3.1.8 The Architect shall perform estimates by a competent construction estimator experienced in projects of similar size and type using accurate, current cost data in a format acceptable to the Owner that meets the requirements established the State (uniform format). The Architect shall perform and submit estimates to Owner as follows:

§ 3.2.2 One (1) estimate at completion of the Schematic Design Phase;

- .4 One (1) estimate at completion of the Design Development Phase;
- 5 One (1) estimate at fifty percent (50%) completion of the Construction Documents Phase; and
- One (1) estimate at completion of the Construction Documents Phase.

If any estimate exceeds the budget, the Architect shall make recommendations to the Owner that will keep the budget within the established budget. All additional cost estimates and redesign to maintain the established budget will be at no additional cost to the Owner. If a Contractor has been retained, the Architect shall reconcile any budget prepared by the Contract with the Architect's budget and to be within the established budget.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Schematic Design Phase shall commence upon written notice by the Owner to the Architect. The Architect shall review the program and other information schedule, budget for the Cost of the Work, proposed procurement or delivery method, and other Initial Information furnished by the Owner, and shall review; the Project site; the local approval process and the approval for funding from the Department; all applicable laws, codes, and regulations applicable to the Architect's services Services (all the foregoing referred to herein as the "Schematic Design Phase Information"). The Architect shall, as required, consult with the Agencies on an ongoing basis during the Schematic Design Phase.

§ 3.2.2 The Architect shall review and prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial elements of the Schematic Design Phase Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall consult with the Agencies to determine the requirements to be incorporated in the Schematic Design Documents.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project. The Architect shall submit a written copy of the understanding to the Owner for the Owner's written approval (the "Project Requirements").

§ 3.2.4 Based on the Project requirements agreed upon with the Owner Requirements, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan indicating site and codes analyses, building locations, circulation, if appropriateservice areas, floor plans of all major levels, typical floor plans, interior and exterior elevations, and preliminary building plans, sections and elevations landscape design; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, applicable law, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, applicable law, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 Not Used.

- § 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner_s approval_and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.
- § 3.2.7.1 Upon receipt of the Construction Manager's estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.5, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.
- § 3.2.8 The Architect shall update its evaluation of the elements of the Schematic Design Phase Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- § 3.2.9 The Architect shall present its updated evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding any revisions to Project Requirements.
- § 3.2.10 Based on the revised Project Requirements, the Architect shall prepare and present, for the Owner's approval, a revised preliminary design illustrating the scale and relationship of the Project components.
- § 3.2.11 The following services are included in Architect's Basic Services for Schematic Design.
- § 3.2.11.1 The Architect shall review and confirm with authorized Owner's staff to determine educational program objectives and applicable educational requirements for the Project.
- § 3.2.11.2 The Architect shall review and confirm the existing educational programs designated for re-location.
- § 3.2.11.3 The Architect shall review and comment on the assessment of existing conditions within the Project site.
- § 3.2.11.4 The Architect shall review and comment on the Owner's functional requirements, programs and shall review and confirm the required square footages.
- § 3.2.11.5 The Architect shall make recommendations of design and program improvements for the Project site.
- § 3.2.11.6 The Architect shall review and comment on the preliminary investigation on adequate Project site parking, wetland issues or zoning requirements.
- § 3.2.11.7 The Architect shall attend meetings with user groups as required, and shall, upon the Owner's request or as required, attend meetings or conferences with the Agencies, and it shall take minutes of such meetings and distribute on a regular basis.

§ 3.3 Design Development Phase Services

§ 3.3.1 The Design Development Phase shall commence upon the Owner's written notice to the Architect. Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical

systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3. § 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.3.1.1 The Basic Services include meeting cycles with the Owner as reasonably required to discuss, review, and approve the plans prior to proceeding into the Construction Documents Phase, including a 50% review of progress drawings. Design approval at project milestones will be formally documented via drawings signed and dated by Owner personnel. A meeting cycle is a collaboration event between Architect and Owner personnel that can potentially extend over one or more consecutive days.

§ 3.3.1.2 Upon one hundred percent (100%) completion of the Design Development Documents, the Architect shall recommend specific actionable items and value engineering alternatives, and shall record and submit a list of proposed value engineering modifications, which the Owner may accept, reject or hold for future consideration. The Owner acknowledges that re-design necessitated by delay in implementing such value engineering concepts and/or asking for additional value engineering beyond the Design Development phase will be provided as an Additional Service to the Architect.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.6 and 6.7 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 The Construction Documents Phase shall commence upon the Owner's written notice to the Architect. Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work, including all information required to obtain all permits, certifications and approvals necessary to complete the Project. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. The Basic Services include reviews with Owner as reasonably required, including a final review at approximately 90% completion.

§ 3.4.2 The Architect shall incorporate the design requirements of <u>the Agencies and any other</u> governmental authorities having jurisdiction over the Project <u>and/or providing funding for the Project</u> into the Construction Documents, <u>after consultation with and approval by the Owner.</u>

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The § 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action and the Owner's Project Manager. The Architect shall meet with the Owner's Project Manager and Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's estimate at the conclusion of the Construction Document Phase, the Architect shall take any action as required under Section 6.56.8, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction obtaining Requests for Proposal and assisting with the negotiation and selection process of contractors as more fully articulated in § 3.5.3 Architect shall also assist the Owner in finalizing the buy-out with the Subcontractors.

§ 3.5.2 Competitive Bidding NOT USED.

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

- § 3.5.3.2 The Architect shall assist the Construction Manager and Owner in obtaining proposals by:
 - .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- •2 organizing and participating in selection interviews with prospective contractors;

 •3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
 - 4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional a Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors. Architect shall, as a Basic Service, assist the Owner in the bidding process by reviewing and providing input to the Owner regarding the bid documents, and providing clarifications and interpretations of the bid documents to the contractors bidding the work.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM–2017, as modified, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. All references herein and in the AIA Document A201TM–2017, General Conditions of the Contract for Construction, as modified, to the Contractor shall also refer to the Construction Manager, as if those terms are interchangeable.

- § 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's <u>breach of this agreement and negligent</u> acts or omissions, <u>but and those of its consultants or subcontractors. The Architect shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.</u>
- § 3.6.1.3 Subject to Section 4.2 and except as provided in Sections 3.6.6.5 and 3.6.6.6, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment unless such date is extended due, in whole or in part, to the fault or negligence of the Architect or the Architect's consultants or subcontractors and in that event the Architect's or the Architect's consultants or subcontractors without additional compensation, to the extent the Architect or the Architect's consultants or subcontractors were negligent or at fault.
- § 3.6.1.4 The Architect shall properly correct or remedy any damage, defects or problems caused by or related to any breach of contract, breach of warranty, design defects negligent acts or omissions for which the Architect, its consultants or anyone for whom the Architect is responsible for at no cost to the Owner. To the extent the Architect disagrees that it is responsible, such disagreement shall be subject to the provisions of Article 8. That notwithstanding, the Architect shall properly correct or remedy any damage, defects or problems during the pendency of such resolution so as not to adversely impact the schedule.

§ 3.6.2 Evaluations of the Work

- § 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report provide written reports to the Owner of its site visits, which shall note: (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work, and (4) any Work rejected by the Architect or additional inspections or testing required by the Architect.
- § 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness five (5) business days unless otherwise mutually agreed by the Architect, Owner and Construction Manager.
- § 3.6.2.4 Interpretations-, recommendations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations-, recommendations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations-, recommendations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201 2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.
§ 3.6.2.5 Not Used.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (32) correction of minor deviations from the Contract Documents prior to completion, and (43) specific qualifications expressed by the Architect. The Architect shall withhold certification and make recommendations to the Owner as to the aggregate sums to be withheld in accordance with § 9.5 of the AIA Document A201–2017, as modified.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4 or (3)) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule promptly inform the Owner and Contractor in writing of any objections thereto. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited-purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures or exact quantities of materials required by the Contract Documents. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional for compliance with the specified performance or design criteria, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals unless the Architect knows or should have known that such design submissions are not accurate or are incomplete.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the

specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect The Owner or Owner's Project Manager shall prepare Change Orders Order Requests and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- § 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- § 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- § 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, <u>Claims</u>, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
- § 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and to participate in warranty inspections.
- § 3.6.6.6 The Architect shall coordinate with the Owner's consultants to provide reasonable assistance to the Owner in the review and start-up of mechanical, electrical, heating, ventilating and air conditioning systems in conformance with the performance design.
- § 3.6.6.7 The Architect shall be familiar with and shall comply with all local, state and federal laws, rules and regulations applicable to the Architect, including without limitation those relating to equal opportunity, labor, wages, employment and requirements of state loans, grants, funding or approvals.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not Unless specifically identified to be included in Basic Services but may be required for the Project, the services listed below are deemed Supplemental Services. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	-Architect, as part of Basic Services
§ 4.1.1.2 Multiple preliminary designs	Architect, as part of Basic Services
§ 4.1.1.3 Measured drawings	Architect, as part of Basic Services
§ 4.1.1.4 Existing facilities surveys	Architect, as part of Basic Services
§ 4.1.1.5 Site evaluation and planning	Architect, as part of Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Architect, as part of Basic Services
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect, as part of Basic Services
§ 4.1.1.9 Landscape design	Architect, as part of Basic Services
§ 4.1.1.10 Architectural interior design	Architect, as part of Basic Services
§ 4.1.1.11 Value analysis	Architect, as part of Basic Services
§ 4.1.1.12 Detailed cost Cost estimating beyond that required in Section 6.3	Architect, as part of Basic Services
§ 4.1.1.13 On-site project representation	Architect, as part of Basic Services
§ 4.1.1.14 Conformed documents for construction	Architect, as part of Basic Services
§ 4.1.1.15 As-designed record drawings	Architect, as part of Basic Services
§ 4.1.1.16 As-constructed record drawings	Architect, as part of Basic Services
§ 4.1.1.17 Post-occupancy evaluation	Architect, as part of Basic Services
§ 4.1.1.18 Facility support services	Not provided.
§ 4.1.1.19 Tenant-related services § 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided. Architect, as part of Basic Services
§ 4.1.1.21 Telecommunications/data design	Architect, as part of Basic Services
§ 4.1.1.22 Security evaluation and planning	Architect, as part of Basic Services
§ 4.1.1.23 Commissioning	Architect, as part of Basic Services.
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided.
§ 4.1.1.25Fast-track design services	
§ 4.1.1.26§ 4.1.1.25 Multiple bid packages	Architect, as part of Basic Services
§ 4.1.1.27§ 4.1.1.26 Historic preservation	Not provided.

Supplemental Services	Responsibility
	(Architect, Owner, or not provided)
§ 4.1.1.28§ 4.1.1.27 Furniture,	Architect, as part of Basic Services
furnishings, and equipment design	
§ 4.1.1.29§ 4.1.1.28 Other services	Architect, as part of Basic Services.
provided by specialty Consultants	
<u>.1 Code and Life Safety/ Elevator</u>	
§ 4.1.1.30§ 4.1.1.29 Other Supplemental	
Services	
.1 Architectural Lighting	Architect, as part of Basic Services
.2 Energy Modeling Analysis	Architect, as part of Basic Services
<u>.3 Technology</u>	Architect, as part of Basic Services
.4 Geotechnical	Architect, as part of Basic Services
.5 BMS Controls	Architect, as part of Basic Services
.6 Hazardous Building Materials	Architect, as part of Basic Services
Abatement/Remediation	
.7 Site Surveying	Architect, as part of Basic Services
.8 Cost Estimating	Architect, as part of Basic Services
.9 Code Compliance	Architect, as part of Basic Services

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility <u>as</u> <u>part of the Architect's Basic Services</u> is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

- ≪→
- As-designed Record Drawings: Within thirty (30) days of Substantial Completion, the Architect shall prepare and submit as-designed record drawings, reflecting modifications issued by the Architect during the Construction Phase, for the Owner's acceptance are included in the Architect's Basic Services. The Architect's review as-built record drawings provided by the Construction Manager is included in the Basic Services. Coordination of the Statement of Conditions drawings with the Architect's code and life safety consultants is also included in the Basic Services.
- .2 FF&E: The Architect shall prepare and submit preliminary and final specifications for required furniture, furnishings and equipment, and technology equipment, including budgeting as part of the Basic Services.
- Architectural Lighting: The Architect shall provide design and documentation of specialty lighting,

 exterior building mounted lighting, lighting control / management systems and LED energy efficient upgrades as part of the Basic Services.
- Technology/ Telecommunications/ Data Design: The Architect shall identify design criteria and develop and document pathway and wiring design and engineering solutions for security, PA, Clock, Audio/ Visual, data and telecommunications systems, including but not limited to, technology procurement, outside telecom cable plant, distribution antenna systems (DAS) cabling, splitters and active electronics for the building itself as well as individual classrooms, as part of the Basic Services. Architect shall coordinate such services with Owner and the Owner's Board of Education to ensure that classrooms have the necessary technology (e.g. Chromebooks, touch-screen displays). This shall include verifying existing classroom technology within the building and developing plans and/or procurement packages specifying relocation or replacement as necessary.
- 5 Existing Conditions: The Architect shall evaluate existing conditions as part of the Basic Services. »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

<u>≪_«N/A.</u> »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204TM 2017, Sustainable Projects Exhibit, attache to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2Basic Service, design in accordance with applicable law and requirements for Project funding at no additional cost.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement Owner may, without invalidating the Agreement, add, delete, modify or alter the Architect's services within the general scope of this Agreement. Except for services required due to the fault-, breach of contract, or negligence of the Architect, the Architect's consultants or subcontractors or those for whom it is responsible, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

- § 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:
 - .1 Services necessitated by a <u>material</u> change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.5.1;
 - .2 Services necessitated by the <u>unanticipated</u> enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service <u>made after the Construction</u> Documents were prepared;
 - .3Changing or editing Material revisions to previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
 - .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other material failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
 - .5 N/A:
 - Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner<u>other than stipulated;</u>
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing other than reasonably anticipated in the local regulatory environment;
 - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto or where the issues in question relate to fault, breach of this Agreement, or any negligent, or allegedly negligent, acts or omissions of the Architect or those for whom it is responsible;
 - .9 Evaluation of the qualifications of entities providing bids-or proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.
- § 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need, prior to providing the following Additional Services. If, upon receipt of the Architect's notice, the Owner determines that

all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the <u>mutually agreed</u> submittal schedule approved by the Architect;
- Responding to the an unreasonable amount of Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is readily available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor after the Construction Documents are finalized and making subsequent material revisions to Instruments of Service resulting therefrom.
- § 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth <u>in subsections .1, .3</u> and .4 below as Additional Services. When the limits <u>in .1, .3 and .4</u> below are reached, the Architect shall notify the Owner:
 - .1 <u>—«Three</u>» (—<u>«3</u>») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
 - .2 The Architect will attend project construction meetings as reasonably required, which are estimated as follows:
 - <u>«Weekly</u>» (« ») <u>visits to project design meetings at the site by the Architect during construction the Schematic Design and Design Development Phases for a duration of (TBD) months.</u>
 - <u>weekly</u> weekly (we weekly project construction meetings at the site by the Architect during the Construction Documents, Estimating Services and Bidding Phases for a duration of (TBD) months.
 - .c « TBD » (« ») project construction meetings at the site by the Architect during the Construction Phase for a duration of (TBD) months.
 - .d « TBD » (« ») project construction meetings at the site by the Architect during Project Closeout for a duration of (TBD) months.
 - ** (**.3 **.3 **.3 **.3 **.) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
 - .4 «Three» (« «3») inspections for any portion of the Work to determine final completion.
- § 4.2.4 Except for services required under Sections 3.6.6.5 and 3.6.6.6, and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs and demonstrates additional cost in providing those Construction Phase Services, provided such services are not caused, in whole or in part, by the fault or negligence of the Architect or the Architect's consultants or subcontractors.
- § 4.2.5 Pending issuance of a written amendment to this Agreement or final resolution of a Claim, the Architect and its consultants shall proceed diligently with performance of its obligations hereunder and the Owner will continue to pay all fees owed under this Agreement pending the resolution of any Claim.
- § 4.2.5 If the services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a <u>reasonably</u> timely manner regarding requirements for and limitations on the Project, including a written program, which shall

set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

- § 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. The Owner's Construction Manager, in cooperation with the Owner's Project Manager, shall create the overall Project schedule and all estimates of the Cost of the work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.
- § 5.2.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.
- § 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Owner's representative shall not have authority to amend this Agreement, authorize an adjustment in the Architect's compensation or time of performance, or otherwise excuse the Architect from performance of any obligation set forth in this Agreement. Such authority rests solely with the Owner.
- § 5.4 To the extent in the Owner's possession and if not otherwise included in Basic Services, the Owner shall furnish surveys to describe physical characteristics and legal limitations for the site of the Project.

§ 5.5 Not used.

- § 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.
- § 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204TM 2017, Sustainable Projects Exhibit, attached to this Agreement by applicable law or the source of funding for the Project.
- § 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

- § 5.9 The Unless included in Basic Services, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- **§ 5.10** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project <u>solely</u> to meet the Owner's needs and interests.
- § 5.11 The Owner shall provide <u>reasonably</u> prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, provided that the Owner's failure to do so shall not excuse the Architect's nonperformance.
- § 5.12 The Owner shall may include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct encourages direct communication between and among the representatives of the Owner, Architect and Contractor at all times during the Project for the purpose of the timely sharing of Project data and information. Written communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants or among the Contractor, Architect or Owner shall be copied to each of them, unless the Owner in its discretion determines otherwise with respect to specific communications. Communications with consultants and subcontractors shall be through the Architectdesignated representatives of the entity that retained such consultant or subcontractor.
- § 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement or obtain the Architect's approval of those provisions of the Contract for Construction that affect the duties and responsibilities of the Architect, which approval the Architect shall not unreasonably withhold, condition or delay. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor (Contractor's compensation may be redacted), including the General Conditions of the Contract for Construction.
- § 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.
- § 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.
 § 5.15 Not used.
- § 5.16 Notwithstanding anything to the contrary in this Agreement, the Owner's provision, review and approval of any and all documents or other matters required herein shall be for the purpose of providing the Architect with information as to the Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of such documents and shall in no way create any liability on the part of the Owner for errors, inconsistencies or omissions in any approved documents, nor shall any such review and approval alter the Architect's responsibilities hereunder or with respect to such documents.

ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner excludes Owner-furnished equipment and associated costs. The Cost of the Work does not include the compensation of the Architect or the Owner's consultants; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall-may be adjusted throughout the Project-as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. § 6.3 In preparing estimates of the Cost of WorkIt is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market,

or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of

, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.4 Not Used.

§ 6.5 If at any time the Architect's § 6.5 If, prior to the completion of the 50% Construction Documents, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in conjunction with the Construction Manager shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for estimate of the Cost of the Work at the conclusion of the Construction Documents

Phase Services is exceeded by the lowest bona fide bid or negotiated proposal Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- 3.2 terminate in accordance with Section 9.5 Article 9;
- in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .54 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.46.6.3, the Architect shall modify without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify The Architect's revisions in the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 After incorporation of modifications under Section 6.7, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.1 All plans, drawings, specifications, estimates, reports, schedules, models and other materials and work product, including those in electronic form, prepared or furnished by the Architect or on its behalf, including such materials and work product as are produced by the Architect's subcontractors and consultants pursuant to this Agreement (collectively, the "Instruments of Service") are and shall be the sole and exclusive property of the Owner and the Department as that term is defined in Section 2.4.2, free and clear of any claim or retention of rights thereto by the Architect and the Architect's subcontractors or consultants for any purpose beyond the scope of this Agreement without the prior written consent of the Owner. In addition to the immediately preceding sentence, the Architect agrees to obtain, and convey and assign to the Owner absolutely and exclusively, all intellectual property rights, including, but not limited to, copyrights, in and to the Instruments of Service, and the Architect hereby does so grant, convey and assign to the Owner absolutely and exclusively such of those such rights that it owns.

§ 7.2 All Instruments of Service may be used by the Owner, in whole or in part, or in modified form, for any purpose, including the completion of development of the Project and for future renovation, maintenance, repair or replacement.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission, transmission or distribution of the Instruments of Service to meet official regulatory requirements or for similar any other purposes in connection with the Project is not to be and shall not be construed as a publication in derogation of the reserved rights of the Architect and the Architect's consultants either Party's rights under this Agreement.

§ 7.3.1 Not used.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 The Architect will defend, at its own expense, any action brought against the Owner that is based upon a claim that the Instruments of Service or the Owner's use thereof infringes any United States patent, any copyright or uses a trade secret of a third party (hereinafter "Infringement"). The Architect further agrees to pay all sums which may be assessed against the Owner which relate to such Infringement, provided that the Architect shall be given (i) written notice of all claims of any such Infringement and of any suits brought or threatened against the Owner; (ii) authority to assume the sole defense thereof through its own counsel and to compromise or settle any action, lawsuit, or claim without derogating, in any way, the Owner's rights granted hereunder; (iii) all available information and reasonable assistance to do so.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the § 7.5 The provisions of this Article 7 shall survive the termination of this Agreement.

§ 7.6 If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 A claim is a demand or assertion seeking adjustment in compensation, payment of money, extension of time or other relief with respect to, arising out of or relating to the terms of this Agreement. The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201_2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.2 To the extent damages are covered by insurance, the Architect waives all rights against the Owner, the Additional Insureds or any party indemnified by the Architect or its consultants or subcontractors and their respective insurers. The Owner, the Additional Insureds and any party indemnified by the Architect or its consultants or subcontractors and their respective insurers retain all rights of subrogation and other rights they may have. The Architect shall bind its consultants and subcontractors to this same waiver provision.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.1.4 To the fullest extent permitted by law, the Architect shall defend, indemnify, and hold harmless the Owner, the Owner's school districts, the boards of education of the Owner's school districts, the building committee(s) for the Project, if any, the Owner's Project Manager, and their respective departments, boards and commissions and their respective officers, directors, administrators, members, managers, agents, servants, employees and volunteers (collectively, the "Indemnified Parties") from all claims, suits, losses, liabilities, injuries, damages and expenses, including without limitation, claims for loss of or damage to property, personal or bodily injury, including death, and attorneys' fees, arising out of or resulting from the performance of the Architect and the Architect's consultants' and subcontractors' services under this Agreement, but only to the extent caused by the negligent acts, errors or omissions in the performance, or lack of performance, by the Architect, the Architect's consultants, the Architect's subcontractors and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, suit, loss, liability, injury damage or expense is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation to indemnify which would otherwise exist to any party or person described in this Section 8.1.4. The Architect shall also be required to pay any and all attorneys' fees incurred by the Indemnified Parties in enforcing any of the Architect's obligations under this Section 8.1.4, which obligations shall survive the termination or expiration of this Agreement.

§ 8.1.5 In claims against any person or entity indemnified under this Section 8.1.4 by an employee of the Architect, the Architect's consultants or subcontractors or any directly or indirectly employed by them or anyone for whose

acts they may be liable, the indemnification obligation under Section 3.7 shall not be limited by a limitation on an amount or type of damages, compensation or benefits payable by or for the Architect or the Architect's consultants or subcontractors under workers' compensation acts, disability benefits acts or other employee benefits acts.

§ 8.1.6 The parties agree that the amounts of insurance under this Agreement do not, in any way, limit the Architect's liability to the Owner by virtue of this promise to indemnify and hold the Indemnified Parties harmless so that in the event of any settlement of a claim or a judgment in excess of the amount of insurance coverage carried by the Architect, the Architect shall be liable to the Owner for the difference, plus all fees and expenses incurred in collecting same, all at the Architect's sole cost. The insurance types and requirements set forth in this Agreement are not intended to be a limitation of liability.

§ 8.1.7 The Architect for itself and its successors will be required to covenant and, to the fullest extent permitted by law, indemnify, defend and save harmless the Indemnified Parties from and against any and all action, causes of action, judgments, legal fees, claims, expenses, and demands whatsoever, which may at any time be instituted, made, tendered or recovered against the Indemnified Parties to the extent caused by and alleged to be caused by the Architect's negligence in the performance of this Agreement.

§ 8.1.8 The indemnification provisions herein shall survive termination and/or full or partial performance of this Agreement.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Dispute Resolution Center, American Arbitration Association or other mutually acceptable dispute resolution administrator in accordance with its-the American Arbitration Association's Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following: arbitration or litigation at the Owner's sole option.

(Check the appropriate box.)

[« »] Arbitration pursuant to Section 8.3 of this Agreement

[« »] Litigation in a court of competent jurisdiction

[« »] Other: (Specify)

If the Owner and Architect do does not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 ArbitrationNot used.

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect when due in accordance with this Agreement, which payments are not subject to a good faith dispute, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any reasonable and documented direct expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall-may be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends § 9.2 If the Owner suspends the Project for ninety (90) consecutive days for reasons unrelated to a fault or negligence of the Architect or the Architect's consultants or subcontractors, the Architect shall be compensated for services fully and satisfactorily performed by the Architect prior to notice of such suspension and, upon such suspension by the Owner or upon the Owner's suspension of the Project for more than 90-120 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven-thirty (30) days' written notice to the Owner and upon the Owner's failure to resume the Project within such thirty (30) day period **§ 9.3** Not used.

§ 9.4 Either party The Owner may terminate this Agreement for cause upon not less than seven days' written notice as provided in this Agreement or should the other party. Architect fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 #Unless otherwise provided in this Agreement, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services properly performed and accepted by the Owner prior to termination, Reimbursable Expenses incurred prior to termination, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. In no event shall the Architect or the Architect's consultants and subcontractors, be entitled to anticipated overhead and/or profit on services not performed or other damages of any kind or nature.

§ 9.7 Not used.

§ 9.8 Not used.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination licensing fee.)

§ 9.9 Not used.

Termination Fee:

Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:



§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction. All references herein to the A201-2017 or General Conditions shall refer to the AIA Document A201–2017, General Conditions of the Contract for Construction, as modified and referenced as an exhibit hereto.

- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign its rights and obligations under this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to without the written consent of the Architect by the Owner prior to the assignment.
- § 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.
- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.
- § 10.6 If the Architect or its consultants know or become aware of hazardous materials or toxic substances at the Project site other than those introduced by those performing the Work, or if they become aware of any spill or release of hazardous materials or toxic substances at the Project site, the Architect shall immediately notify the Owner. Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless the Architect has specified the use of such substances in the Instruments of Service. Notwithstanding the foregoing, Architect is responsible for the abatement and/or remediation of asbestos as part of its Basic Services. The Architect shall remain fully liable to the Owner under the indemnity provisions set forth in this Agreement.
- § 10.7 The Subject to the Owner's prior written approval, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Architect or Owner terminates this Agreement for cause pursuant to Section 9.4.
- § 10.7.1 Notwithstanding anything to the contrary herein, the Architect shall not use, publish, distribute, sell or divulge any information obtained from the Owner through this Agreement for the Architect's own purposes or for the benefit of any person, firm, cooperation or other entity without the prior, written consent of the Owner. Any reports or other work product prepared by the Architect while performing services under this Agreement shall be owned solely and exclusively by the Owner and cannot be used by the Architect for any purpose beyond the scope of this Agreement without the prior written consent of the Owner. Any information designated by the Owner in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of the Owner.
- § 10.8 If Except as otherwise required by law, if the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.
- § 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such

information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum (Insert amount)



.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other (Describe the method of compensation)



§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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«Hourly based on the Architect's Standard Hourly Rates set forth in Exhibit C to Attachment A or Stipulated Sum as mutually agreed to by the Parties in writing pursuant to this Agreement at the Owner's sole discretion.»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Architect shall provide the Owner with a written, stipulated sum proposal prior to commencing such services on the basis of a stipulated sum. If the scope of the change cannot be sufficiently determined, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

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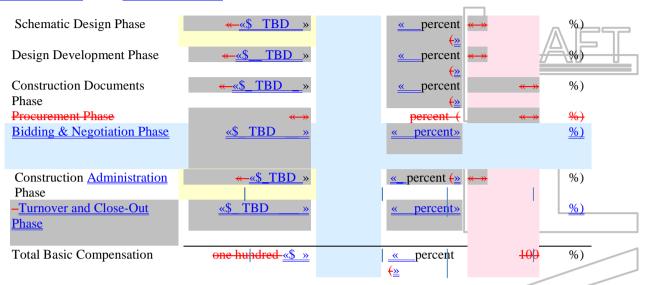
«Hourly based on the Architect's Standard Hourly Rates set forth in Exhibit C to Attachment A.»

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus <u>* TBD *</u> percent (<u>* TBD * </u>%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

(())

§ 11.5 When compensation for Basic <u>Services and Supplemental</u> Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as <u>set forth in Exhibits C to Attachment A and as follows for Basic Services</u>:



§ 11.5.1 Compensation for Basic Services shall be billed and paid in accordance with Section 11.5 and shall include all of the following attributable to such portion of such Services: (a) direct wages and/or shlaries; (b) payroll taxes; (c) contributions, assessments, and benefits required by law, or otherwise customary and reasonable; (d) general and administrative overhead; (e) profit; and (f) consultant costs.

§ 11.5.2 Compensation for Basic Services for the Construction Phase shall include all of the Work described in this Agreement, including but not limited to, Section 3.6 herein, and Exhibit C to Attachment A, AIA Document A201TM–2017, General Conditions of the Contract fdr Construction, as modified.

§ 11.5.3 Compensation for Basic Services described in Sections 11.1 and 11.5 of this Agreement and Exhibit C to Attachment A is based on a Cost of the Work necessary to complete the scope of Work as more particularly described in Attachment A and shall not be limited to a specific dollar amount.

§ 11.5.4 The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a <u>stipulated sum and/or</u> percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project and/or Basic Services are deleted or otherwise and/or not constructed, compensation for those portions of the Project and/or Basic Services shall be payable to the extent services are actually performed on those portions, in accordance with the compensation per phase set forth in Section 11.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services actually performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants-, inclusive of overhead and profit, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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«See Exhibit E to Attachment A, attached hereto. »

Employee or Category

-See Exhibit C to Attachment A.

Rate (\$0.00)

See Exhibit C to Attachment A.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

§ 11.8.1 Customary Reimbursable Expenses, including BIM services and travel, are included in the Stipulated Sum, including the following:

.1Transportation and authorized out of town.1 Out-of-state transportation and authorized out-of-state travel and subsistence;

2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;

.2 Not used;

- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;

.5Postage, handling, and Express delivery;

- **.6** Expense of overtime work requiring higher than regular rates, if authorized in <u>writing in advance by the Owner;</u>
- .7Renderings Finished (publication quality) renderings, three-dimensional physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project that are outside the scope of work. Renderings are included in the Architect's basic services and presentation materials are included as related to the scope of work;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;

.10Site office expenses Not used;

- Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures: approved in writing by the Owner.

§ 11.8.2 If the Architect incurs any additional Reimbursable Expenses beyond those set forth in Section 11.8.1, those Reimbursable Expenses shall be billed at cost with no mark-up, with all supporting documentation.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « » percent (« » %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
§ 11.9 Not Used.

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

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§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments Not used.

§ 11.10.1.1 Promptly after the execution of this Agreement, the Architect shall provide the Owner with a subordination of liens, in a form acceptable to the Owner, signed by the Architect and its consultants of all tiers. The Architect's invoices shall be accompanied by: (a) partial releases and lien waivers, in a form a form acceptable to the Owner, from the Architect and its consultants of all tiers for all services furnished to the Project through the date covered by such invoice, conditioned on receipt of payment and excluding any unresolved claims submitted in accordance with this Agreement; and (b) such certifications, data, accounts and receipts substantiating costs included in the invoice as reasonably requested by the Owner or its funding source(s).

§ 11.10.1.1 An initial payment of « » (\$ « ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of

" " (\$ « ") shall be made upon execution of this Agreement for registration fees and other fees payable to the
Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the
Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect-forty-five (45) days following presentation of the Architect's invoice and approval of such invoice by the Building Committee at its Committee Meetings. To the extent not approved, the Owner shall within seven (7) calendar days, provide the Architect with the reasons therefore in writing. At which time, the Architect may correct the deficiency and resubmit the invoice for approval. Amounts unpaid shall bear not interest.

(Insert rate of monthly or annual interest agreed upon.)

« » % « »

§ 11.10.2.2 The Owner shall not may withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work in good faith. The Architect, unless the Architect agrees or has been found liable for the amounts however, reserves all rights to challenge such withholding in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be <u>itemized in the Architect's invoices</u>, and records of such expenses and services shall be maintained by the Architect and made available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (*Include other terms and conditions applicable to this Agreement.*)

«§ 12.1 Non-Discrimination and Affirmative Action. The Architect, in performing the services under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by the Architect that such disability prevents performance of the Work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Architect further agrees that this Article 12 (and any additional provisions required by law) will be incorporated by the Architect in all contracts entered into in connection with this Agreement.

§ 12.1.1 The following are incorporated by reference into this Agreement as though fully set forth and stated herein: The 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act I, Section I and 20 of the Connecticut Constitution,

Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (Sec. 46a-70-81), Deprivation of Civil Rights (Sec. 46a-58(a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (Sec. 46a-80), definition of blind (Sec. 46a-51(1)), definition of Physically Disabled (Sec. 46a-51(15)), definition of Mentally Retarded (Sec. 46a-51-13), cooperation with the Commission on Human Rights and Opportunities (Sec. 46a-77), Sexual Harassment (Sec. 46a-60(a)-8), Connecticut Credit Discrimination Law (360436 through 360439), Title 1 of the State and the Local Fiscal Assistance Act I 1972, and the affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a. The Architect must also fully comply with Conn. Public Act 15-5. MBEs/ WBEs/ SBEs are encouraged to apply. Connecticut has established an on-going commitment to providing equal opportunity to Connecticut small (SBE) and minority owned business enterprises (MBE) to contract as a contractor for the Connecticut's purchased goods and services. The Architect is advised that there is a twenty five percent (25%) small business sub-consultant goal that applies to this assignment. Of that twenty-five percent (25%), the Architect must reserve a portion equivalent to twenty-five percent (25%) of the portion thereof to be set aside for awards to subcontractors who are minority business enterprises. The Architect must include the designated certified Small Business Enterprise (SBE) subconsultant which it plans to use. The SBE sub-consultants must be currently certified by the Department of Administrative Services. All firms are advised that the prime consultant must perform the major part of the Work with employees of the firm. Sub-consultants may be used to comply with SBE requirements or perform specialized work. Joint venture assignments will not be allowed.

§ 12.2 Executive Orders. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth herein. This Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

§ 12.3 Compliance with Immigration Laws. The Architect, during the term of this Agreement, shall comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Agreement will at all times be authorized for employment in the United States of America. The Architect confirms that it has a properly completed Employment Eligibility Verification Form I-9, for each person who will be assigned under the Agreement and that it will require each consultant or subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Agreement. The Architect shall defend, indemnify and hold harmless the Indemnified Parties against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorneys' fees and costs, brought or assessed against, or incurred by, the Indemnified Parties related to or arising from the obligations under IRCA imposed upon the Architect or its consultants or subcontractors. The Architect shall also be required to pay any and all attorneys' fees and costs incurred by the Indemnified Parties in enforcing any of the Architect's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Agreement.

§ 12.1.4 Non-Resident Contractor 5% Tax For Contracts. Conn. Gen. Stat. Sec. 12-430(7) requires non-resident contractors who perform services or furnish materials, or both, for the construction, alteration or improvement of any project in which the contract price is at least \$250,000 to furnish the Department of Revenue Services (DRS) a Guarantee Bond for 5% of the total cost of the work, issued under a contract using Form AU-766, Guarantee Bond. This form is available on the State DRS website. Form AU-766 must be submitted for each additional change order or supplement issued against the contract. Non-resident contractors must have completed and submitted to the DRS Form REG-1, Business Tax Registration Application, to register with the DRS and have been issued a Connecticut Tax Registration Number. This form is also available on the State DRS website. Non-resident contractors have 120 days from the commencement of the contract to file the Guarantee Bond with the State. Commencement of the contract, as defined by law, "means the time when the non-resident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts." As soon as the guarantee bond is filed with the DRS, the non-resident contractor shall submit the copy of such Guarantee Bond together with the non-resident contractor's Connecticut Tax Registration Number to the Town department for whom the project is required. After the non-resident contractor receives its Certificate of Compliance from the DRS confirming that the Guarantee Bond

requirement has been met, the non-resident contractor shall submit a copy of the same to the Department for whom the work is being performed, with a copy to the Purchasing Department.

§ 12.1.5 Equal Employment Opportunity (EEO)/ Minority Business Enterprises (MBE). If a project is funded in whole or in part by state or federal funds, there may be a requirement that the Architect comply with Conn. Gen. Stat. Sec. 4a-60 and applicable state regulations. On these projects, it will depend upon which set-aside requirements are imposed by the funding agency. If no set-aside requirement is imposed, a statement that the contractor is required to undertake good faith efforts to include subcontractors and suppliers who are minority business enterprises will suffice and shall be deemed to be incorporated into the Contract with the Owner. If there is a set-aside goal, the Owner and Architect shall comply with the Small Contractors Set-Aside Program and the hiring goals identified by the State Commission on Human Rights and Opportunities (CHRO).»

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101TM–2017, Standard Form Agreement Between Owner and Architect, as modified herein.
- **.2** AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

« »

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[**« »**] AIA Document E204TM–2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this agreement.)

« »

[« <u>X</u>»] Other Exhibits incorporated into <u>and fully made a part of</u> this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

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Attachment A – Owner's Request for Qualifications & Proposals for Architectural & Engineering Services

Exhibit A to Attachment A - Architect's executed Non-Collusion Affidavit

Exhibit B to Attachment A – Architect's executed Acceptance of Terms and Conditions dated August 31, 2022

Exhibit C to Attachment A - Architect's executed Fee Proposal and Hourly Rates, dated August 31, 2022

Exhibit D to Attachment A - Architect and Owner Responsibility Matrix

Exhibit E to Attachment A - Educational Specifications

Attachment B – Architect's Proposal

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

Agreement entered into as of the day an	d year first written above.	DRAFI		
OWNER (Signature) « » (Printed name and title)	ARCHITECT (Signal	ARCHITECT (Signature)		
	(Printed name title	e, and license number, if required)		
Timea name ana mie)	(1 rimea name, title	, una acense namber, y requireu)		
	I			