

**ENVIRONMENTAL INDEMNITY AGREEMENT**

15<sup>th</sup> THIS ENVIRONMENTAL INDEMNITY AGREEMENT (the "Indemnity") is made as of the day of June 2007, by the City of New Britain (the "City"), for the benefit of Cakemaker LLC, a Connecticut limited liability company ("Purchaser") and Celebration Foods LLC, a Delaware limited liability company ("Celebration").

**W I T N E S S E T H:**

**WHEREAS**, the City owns a certain parcel of land located between Orange Street and Myrtle Street which is presently divided by Booth Street, in the City of New Britain, State of Connecticut as more accurately described in Schedule A attached hereto (the "Premises"), a portion of which was acquired by a Donation Agreement with the Torrington Company dated February 21, 1995 and attached as Schedule B ("Donation Agreement"), which the City is transferring to Purchaser contemporaneously with this Indemnity;

**WHEREAS**, Purchaser intends to construct a manufacturing facility and related improvements on the Premises;

**WHEREAS**, Purchaser has entered into that certain Lease Agreement dated as of June 15 2007 (the "Lease") with Celebration;

**WHEREAS**, Celebration intends to operate a manufacturing facility on the Premises (the "Intended Use");

**WHEREAS**, the Premises have been impacted by Environmental Matters (as defined below) on and in the Premises and remediation work with respect to same is ongoing;

**WHEREAS**, Purchaser and Celebration desire assurance from the City that neither will be liable for any Preexisting Environmental Conditions (as defined below); and

**WHEREAS**, as an inducement to Purchaser to purchase the Premises and complete the Development and as an inducement to Celebration to lease and utilize the same for the Intended Use, the City is willing to indemnify Purchaser and Celebration as more thoroughly set forth herein.

**NOW, THEREFORE**, in consideration of the development of the Premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS.** The following terms shall have the meanings ascribed to them respectively:

(a) "Environmental Baseline Documents" means the Environmental Condition Assessment Form for the Torrington Company – Fafnir Bearing Plant located at 37 Booth Street, New Britain, CT 06053, received by the Connecticut Department of Environmental Protection on December 27, 1995; the March 2007 Semi-Annual Ground Water Monitoring Report, Former Torrington Company Facility, Booth Street, New Britain, CT prepared for Ingersoll-Rand Company by HRP Associates Inc., dated April 25, 2007; the May 22, 2007 Soil Management Plan, Former Fafnir Bearing, 37 Booth Street, New Britain, CT prepared for City of New Britain by HRP Associates, Inc.; the Remedial Action Report

(Western Portion of Site) and Site-Wide Ground Water Monitoring Program, Former Fafnir Bearing Site, New Britain, CT prepared for The Torrington Company by HRP Associates, dated November 19, 2001. An Environmental Condition Assessment Form to be filed pursuant to the Transfer Act in accordance with Section 3 of this Indemnity in connection with Purchaser's acquisition of the Premises, which document has not been completed at the time of the execution of this Indemnity, shall be considered an additional Baseline Document.

(b) "Environmental Law" means any law, regulation, rule or order of any governmental entity relating to pollution or protection of the environment (including ambient air, surface water, ground water, land surface or subsurface strata), including without limitation the Resource Conservation and Recovery Act of 1980, 42 U.S.C. 6901, et seq. ("RCRA"), as amended, and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. ("CERCLA"), as amended, the Connecticut Transfer Act, Conn. Gen. Stat. 22a-134, et seq. and all regulations promulgated thereunder (collectively, the "Transfer Act"), as amended, and any other Connecticut statutes or regulations, as amended, and other laws, regulations, rules and ordinances relating to emissions, discharges or Releases of Polluting Substances, defined below, or the manufacture, processing, distribution, use, treatment, handling storage, disposal and transportation of Polluting Substances.

(c) "Environmental Matter" means any matter arising out of, relating to, or resulting from a Release, pollution, contamination, protection of the environment, human health, sanitation, or Polluting Substances at, on, or from the Premises.

(d) "Hazardous Substances" and "Hazardous Wastes" mean these terms as defined in CERCLA, RCRA, the Transfer Act and any other Environmental Laws, or as defined in any Federal, State, or other governing regulations adopted pursuant to or in furtherance of such acts or statutes.

(e) "Polluting Substances" means Hazardous Substances and Hazardous Wastes; petroleum and petroleum products in any form; and pollutants, contaminants, industrial and toxic wastes, and solid wastes which a governmental authority with jurisdiction over the Premises has determined, by statute or regulation, to be detrimental to public health or the environment;

(f) "Post-Execution Environmental Condition" means the Release or storage of Polluting Substances at, on, from, or to the Premises subsequent to the date hereof;

(g) "Preexisting Environmental Conditions" means the presence and/or prior Release, or storage of Polluting Substances at, on, from, or to the Premises on or prior to the date of this Indemnity (or migration of the same occurring after the date of this Indemnity, whether known or unknown, including without limitation, all conditions described in the Environmental Baseline Documents;

(h) "Release" means any spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching, dumping, discarding, burying, abandoning, or disposing into the environment of a Polluting Substance.

(i) "Governmental Orders" means any and all permits, approvals, orders, remediation plans, consents, stipulations and other requirements concerning the environmental condition of the Premises which have been, or may be, issued or imposed by any and all governmental authorities having jurisdiction over the Premises, including without limitation, as set forth in any Remedial Action Plan

approved by the Connecticut Department of Environmental Protection ("CTDEP") with respect to the Premises and that certain February 22, 2007 letter from CTDEP's Peter Hill to Celebrations' Dalessa Holgerson, a copy of which is attached hereto as Schedule C.

(j) "Certifying Party" means this term as defined in Section 22a-134(6) of the Connecticut General Statutes.

(k) "Remedial Action" means any and all investigation, site characterization, testing, remediation, monitoring, reporting, design, installation and maintenance of any mitigation systems and any other action required by any Environmental Law or Governmental Order on account of an Environmental Matter, which shall include the development, production and modification of, and all action necessary to obtain governmental approval with respect to, any plans for remedial action, soil management, site development, groundwater monitoring or other plans required in connection therewith (all such plans, the "Remediation Plans").

(l) **Development:** Construction of an approximately 120,000 square foot manufacturing facility and accessory structures and parking facilities, the specific design of which has not been completed, but is generally depicted on the conceptual site plan attached as Schedule F.

2. **KNOWLEDGE OF ENVIRONMENTAL MATTERS.** The City hereby represents that the Environmental Baseline Documents are the only material reports in the City's possession with respect to the environmental condition of the Premises and the Environmental Matters. Except as set forth in the Environmental Baseline Documents, the City has no knowledge of: (a) any Environmental Matter or the presence of any Polluting Substances on the Premises including the surface or subsurface waters thereof, or (b) any Releases of Polluting Substances that have occurred or are presently occurring on or onto the Premises or any adjacent properties, including but not limited to any contiguous real estate which has been included in the description of the Premises within the past three (3) years.

3. **CITY OBLIGATIONS.** Without waiving any rights the City may have with respect to The Torrington Company and Ingersoll Rand Company or any of their subsidiaries or successors pursuant to the Donation Agreement, the City shall perform the following obligations for the benefit of each of Purchaser and Celebration, all of which obligations shall be performed at the City's sole cost and expense:

:

(a) **Transfer Act Filing.** On and after the closing of the sale of the Premises to Purchaser (the "Closing"), the City shall assume all liabilities, duties and responsibilities imposed by or arising from the Transfer Act with respect to the Preexisting Environmental Conditions. In connection with the Closing, the City shall have prepared, executed (including as the Certifying Party therein) prior to the Closing, and within ten (10) days following the Closing, have filed with the CTDEP, a Transfer Act Form III or Form IV, as applicable, together with an Environmental Condition Assessment Form. The City shall promptly pay when due all initial and subsequent fees associated with the Transfer Act and will bear all other costs and expenses associated with the Transfer Act filing. Promptly following the execution of this Indemnity, the City shall commence and diligently complete, all Remedial Action required by the Transfer Act. The City shall cause to be prepared and shall file (along with the payment of all filing fees) all certifications required by the Transfer Act, including a final verification, or any other Environmental Laws. If any such certification is audited, the City shall defend the same and perform any corrective or additional work

required as a result thereof. If prior to the completion of the City's responsibility under the Transfer Act (including submittal of a final verification or receipt of a so-called "no further action" letter from CTDEP), the Purchaser or Celebration wishes to undertake a transaction that would require a filing under the Transfer Act, the City will execute the necessary documents designating the City as the Certifying Party under the Transfer Act with regard to the Preexisting Environmental Conditions. Purchaser will execute the necessary documents designating the Purchaser or another party qualified under the Transfer Act (see Conn. Gen. Stat. Sec. 22a-134) to act as Certifying Party for any Post-Execution Environmental Condition. To determine the existence and extent of any such Post-Execution Environmental Condition, the Purchaser will commission a contemporaneous Environmental Condition Assessment Form (ECAAF) prepared by a licensed environmental professional, provided that the City may have a commercially reasonable period of time to conduct necessary and reasonable due diligence to confirm the findings in the Purchaser's ECAAF. In the event the ECAAF concludes that there has been no Post-Execution Environmental Condition, Purchaser will warrant that, to the best of its knowledge, no release of Hazardous Substances occurred after the execution of this Indemnity. Purchaser and Celebration and their respective successors and assigns shall have responsibility only for Post Execution Environmental Conditions, and not for Preexisting Environmental Conditions regardless of any release of Hazardous Substances that may occur after execution of this Indemnity, except to the extent that such Preexisting Environmental Conditions have been exacerbated, aggravated, or otherwise worsened by the actions of Purchaser or Celebration..

(b) **Remediation of Preexisting Environmental Conditions.** The parties recognize that Environmental Matters exist on the Premises that require Remedial Action under the Transfer Act and/or other Environmental Laws and Governmental Orders. It is the City's obligation to perform all Remedial Action required, and to assume all liabilities, duties and responsibilities, and to indemnify and hold each of Purchaser and Celebration harmless for any claims, in each case, with respect to the Preexisting Environmental Conditions. Promptly following the execution of this Indemnity, the City shall commence and diligently complete all Remedial Action required by Environmental Laws and Governmental Orders with respect to the Preexisting Environmental Conditions, including without limitation the performance of any Remedial Action recommended or required by the Environmental Baseline Documents. The City's obligation hereunder shall include all Remedial Action required with respect to all Preexisting Environmental Conditions, even if such Remedial Action would not have been required but for the Development, including any future expansion of the Development, and/or the Intended Use. In the event that the City is notified of or discovers the existence of any Environmental Matter involving Preexisting Environmental Conditions that may require Remedial Action, the City shall promptly investigate such Environmental Matter and if the same is determined to be, or to have resulted in whole or in part from, a Preexisting Environmental Condition, the City shall promptly take all required Remedial Action with respect thereto and shall diligently prosecute the same to completion. All Remedial Action required hereunder shall be undertaken in strict compliance with the requirements of the Transfer Act and all other Environmental Laws and Governmental Orders and any Remediation Plans approved by CTDEP or other governmental agency with respect to the Premises. The City shall designate itself as the generator of any Hazardous Substances for the purposes of treatment, storage and/or disposal in connection with all Remedial Actions taken hereunder. The City hereby further covenants that it shall comply with all Environmental Laws and Governmental Orders with regard to such Hazardous Substances.

Purchaser and Celebration agree that to the extent that the development of the site necessitates remedial measures that require oversight of the Licensed Environmental Professional ("LEP"), they will employ construction and site development practices in compliance with Environmental Laws. They further agree, subject to review and approval by CTDEP, to construct or employ measures in the proposed building or other site development to manage the cost and degree of remediation required on the site which the parties expect will be a subslab depressurization ("SSD") system to mitigate potential vaporization of Hazardous Waste or Hazardous Substances dissolved in groundwater located beneath any building in the Development.

The parties anticipate that, subject to final design and subject to approval of the CTDEP, the installation of the SSD system will be integrated into the building design in the eastern section of the building which may include:

Placement of a 6 to 8 inch thick gravel layer (typically the subslab base);

- Installation of a vapor barrier beneath pertinent portion of the building above the gravel layer (possibly the moisture barrier)
- Installation of vertical piping runs to the roof using intended utility piping chases
- Installation of in-line centrifugal fans above the roof

To the extent that the CTDEP does not approve the above elements and the proposed SSD, Purchaser and Celebration agree to undertake commercially reasonable efforts to employ an alternative or modified vapor extraction system or vapor barrier to cost-effectively manage volatilization of Hazardous Waste or Hazardous Substances located beneath or near proposed development of the site. Notwithstanding anything to the contrary, all such remedial measures employed in the construction of the Development shall be at the City's sole cost and expense.

(c) Site Access. From and after the date of this Agreement the City, the Torrington Company, and Ingersoll Rand Company, their employees, agents and independent contractors shall have the right to enter on the Premises at any time, and from time to time, for the purpose of conducting Remedial Action of Preexisting Environmental Conditions. The City's, the Torrington Company's, and Ingersoll Rand Company's rights of entry herein are granted to them in a manner so as to not disturb or interfere with construction of the Development and the Purchaser's and Celebration's use of the Premises. The City, the Torrington Company, and Ingersoll Rand Company shall notify the person or persons designated by Purchaser and Celebration, or if no person or persons are designated, the persons listed in the notices section below, not less than 48 hours prior to the date and time the City, the Torrington Company or Ingersoll Rand, as applicable, intend to work at the Premises. Purchaser and Celebration agree to cooperate, at no out of pocket cost, with efforts of the City, the Torrington Company and Ingersoll Rand Company in conducting remediation at, on, and under the Premises provided that such cooperation shall not interfere with or delay construction of the Development. Prior to any such access, Purchaser and Celebration shall be provided with a certificate of insurance evidencing liability insurance in a form and amount reasonably acceptable to each of Purchaser and Celebration and naming Purchaser and Celebration as additional insureds thereunder.

(d) **Covenant Not To Sue.** The City shall take all commercially reasonable action to obtain for the benefit of Purchaser and Celebration, the most broad and extensive Covenant Not to Sue for which such party is eligible and any other available third party claim waivers from CTDEP, and shall pay all fees and costs associated with applying for (and granting) the same. Purchaser and Celebration shall, at no out of pocket cost, cooperate with the City with respect to its actions to obtain the Covenant Not to Sue.

(e) **Environmental Land Use Restriction.** Following completion of construction of the Development as needed to comply with the Connecticut Remedial Standard Regulations, the City shall prepare an Environmental Land Use Restriction with respect to the Premises, which shall be subject to the written approval of the Purchaser and Celebration, not to be unreasonably withheld, delayed or conditioned, and shall take all commercially reasonable action to procure CTDEP approval of the same. Purchaser and Celebration, at no out of pocket cost, shall cooperate with the City in assisting it to procure the ELUR and will execute the ELUR and such other documents necessary to implement the ELUR. The City shall cause such Environmental Land Use Restriction to be recorded and shall use best efforts to obtain and record all necessary Subordination Agreements required in connection with such recording.

Subject to approval of the CTDEP, Purchaser and Celebration agree that the ELUR will be recorded after the construction of the Building on the Premises which may include the following restrictions:

- (i.) Prohibition of the construction of buildings unless in compliance with State of Connecticut Remediation Standard Regulations, R.C.S.A. §§ 22a-133k-1 et seq. (the "RSRs") including compliance with volatilization criteria;
- (ii.) Prohibition of the direct exposure to or the disturbance of certain soils or materials on the Premises without approval of the CTDEP or unless in accordance with the standards imposed by the RSRs;
- (iii.) Prohibition of residential use of the Premises.

(f) **Ongoing Maintenance.** The City shall timely perform all ongoing studies, monitoring, mitigation system maintenance and monitoring, reports, and future Remedial Action required by the Transfer Act or other Environmental Laws or Governmental Orders with respect to the Preexisting Environmental Conditions, including on account of a future expansion of the Development. Until such time that the City's obligation as a certifying party pursuant to Transfer Act has been satisfied, the City agrees to provide each of Purchaser and Celebration with an annual certification which certifies that to the best of its knowledge after making appropriate investigation, the Premises and the City (with respect to the Premises) are in compliance with all Environmental Laws with respect to all Preexisting Environmental Conditions.

(g) **Performance of the City's Obligations.** All of the foregoing obligations of the City shall be performed in a manner so as to facilitate the timely completion of the Development and in the construction of the Development in accordance with such schedule attached hereto as Schedule G. In order to ensure the foregoing, the City shall hire HRP Associates, Inc. (or such other LEP from time to time as is reasonably acceptable to Purchaser and Celebration) as its LEP (the "City's LEP") to assist, oversee and perform, on behalf of the City, all of the City's obligations pursuant to

Section 3(a)-(e). In addition, during Construction of the Development, the City's LEP shall perform, or cause its subcontractors to perform, all Remedial Action required of the City hereunder in coordination with, and at the direction of, Purchaser's construction contractor (the "Contractor").

(h) **Payment of Costs.** With respect to the City's obligations under this Indemnity, but only to the extent arising prior to completion of the Development, Purchaser shall, on behalf of the City, promptly pay the fees and expenses of the City's LEP and all other contractors, subcontractors and other persons performing or assisting with the performance of the City's obligations under this Section 3, including, without limitation, any costs incurred by the Contractor or its subcontractors on account of the performance of any of the City's obligations under this Section 3, provided however, that any such amount paid by Purchaser shall be reimbursed to Purchaser by the City within fifteen (15) days following Purchaser's presentation of invoices for such expenses (such payments, collectively, the "LEP Payments"). If any lien shall be filed with respect to the Premises on account of any work performed by or on behalf of the City, the City shall promptly (but in any event within thirty (30) days following notice of the same) cause the same to be removed and discharged, or bonded over.

(i) **Notification.** The parties agree to immediately notify one another upon becoming aware of (i) any Environmental Matter with respect to the Premises or adjacent property which could require Remedial Action or create liability for the City, the Premises, Purchaser or Celebration under any Environmental Laws, or (ii) any lien, action, notice of violation, abatement notice, notice of noncompliance, administrative or judicial enforcement action or other material notification concerning an Environmental Law related to the Premises, which, in either case, shall clearly state the nature and basis of such Environmental Matter or notification and the action to be taken by the City in response thereto. This provision specifically includes the creation of any lien pursuant to Section 22a-452a of the Connecticut General Statutes or any similar Environmental Laws.

4. **PURCHASER AND CELEBRATION OBLIGATIONS.** Purchaser and Celebration hereby covenant and agree individually and not jointly as follows:

(a) to cause its respective activities at the Premises to be conducted in compliance with all Environmental Laws;

(b) not to generate, manufacture, refine, transport, transfer, produce, store, use, process, treat, dispose of, handle, or in any manner deal with, any Hazardous Substances, Hazardous Wastes and/or Polluting Substances on any part (collectively "use or manage") of the Premises, nor permit others to engage in any such activity on the Premises, except for (i) those Hazardous Substances, Hazardous Wastes and/or Polluting Substances which are used or managed or are present in the ordinary course of Purchaser's or Celebration's or any subsequent tenant's business in compliance with all Environmental Laws and have not been released into the environment in such a manner as to constitute a violation of Environmental Law; and (ii) those Hazardous Substances, Hazardous Wastes, and Polluting Substances which are naturally occurring on the Premises, but only in such naturally occurring form;

(c) not to cause or permit, as a result of any intentional or unintentional act or omission on the part of Purchaser or Celebration or any tenant, subtenant, occupant or assigns,

the presence of Hazardous Substances, Hazardous Wastes and/or Polluting Substances on the Premises, except for (i) those Hazardous Substances, Hazardous Wastes and/or Polluting Substances which are used or managed or are present in the ordinary course of Purchaser's or Celebration's or any subsequent tenant's business in compliance with all Environmental Laws and have not been released into the environment in such a manner as to constitute a violation of Environmental Law; and (ii) those Hazardous Substances, Hazardous Wastes, and Polluting Substances which are naturally occurring on the Premises, but only in such naturally occurring form;

(d) to give notice and a full description to the City immediately upon Purchaser or Celebration acquiring knowledge of (i) any and all enforcement, clean-up, removal or other regulatory actions threatened, instituted or completed by any governmental authority with respect to the Premises; (ii) all claims made or threatened by any third party against Purchaser or Celebration relating to damage, contribution, compensation, loss or injury resulting from any Hazardous Substances, Hazardous Wastes, Environmental Matter or violation of Environmental Law pertaining to the Premises;

(e) to timely comply with any Environmental Laws requiring the removal, treatment, storage, processing, handling, transportation or disposal of Hazardous Wastes, Hazardous Substances or Polluting Substances in connection with any Post-Execution Environmental Condition relating to the Premises and provide the City with satisfactory evidence of such compliance; and

(f) to conduct and complete all investigations, studies, sampling and testing, as well as all remedial, removal and other actions necessary to clean up and remove all Hazardous Substances, Hazardous Wastes and Polluting Substances on, under, from, or affecting the Premises arising from Post-Execution Environmental Conditions; all in accordance with the Environmental Laws.

##### 5. INDEMNIFICATION.

(a) The City hereby agrees, unconditionally, absolutely and irrevocably, to indemnify, defend and hold harmless each of Purchaser and Celebration, and their respective members, officers, employees, agents, successors and assigns (as set forth in more detail in Section 11 hereof) from and against all loss, liability, cost, injury, expense or damage of any and every kind whatsoever (including, without limitation, court costs and attorneys' fees and expenses), which at any time or from time to time may be suffered or incurred in connection with any inquiry, charge, claim, cause of action, judgment, administrative order, judicial order, demand or lien made or arising directly or indirectly or in connection with, with respect to, or as a direct or indirect result of:

(i) the Release of a Polluting Substance at, to, or from the Premises attributable, in whole or in part, to an act or omission of the City, its employees, or agents, including any such act occurring in the performance of the City's obligations under this Indemnity, which Release shall be deemed to be a Preexisting Environmental Conditions for all purposes hereunder;

(ii) the failure to comply with any Environmental Laws by the City, its agents or employees in connection with any Preexisting Environmental Conditions, including with regard to its performance of the City's obligations under this Indemnity;

(iii) any Preexisting Environmental Conditions;

(iv) any Post-Execution Environmental Condition attributable to or otherwise arising, in whole or in part, from an act or omission of the City, its employees or agents, which shall be deemed to be a Preexisting Environmental Conditions for all purposes hereunder; or

(v) any claim, action, demand, cause of action or damage relating to, or in connection with, any personal injury arising or alleged to have arisen as a result, in whole or in part, or in connection with any Preexisting Environmental Conditions including any presence of any Polluting Substance associated with any Preexisting Environmental Conditions in or on the Premises or which has migrated off-site from the Premises, or the removal of such Polluting Substance from the Premises or off-site location.

(b) The City's indemnity obligation under this Section 5 shall include, without limitation:

(i) any costs, fees or expenses incurred in connection with any Remedial Action taken by Purchaser or Celebration with respect to any Preexisting Environmental Conditions, whether on account of the City's failure to perform its obligations under this Indemnity or otherwise;

(ii) any loss or damage resulting from a loss of priority of Purchaser's or Celebration's respective lenders of any mortgage or security interest due to the imposition of a lien against the Premises as a result of the City's failure to perform its obligations under this Indemnity; and

(iii) any reasonable attorneys' fees, engineer's fees, and/or charges of any contractor or expert retained or consulted in connection with any inquiry, claim or demand related to or in connection with any Preexisting Environmental Conditions, including without limitation, any costs incurred in connection with compliance with such inquiry, claim or demand; and

(iv) all LEP Payments made by Purchaser.

(c) If at any time or times hereinafter either Purchaser or Celebration employs counsel for advice or other representation (i) with respect to this Indemnity, (ii) to represent such party in any litigation, contest, dispute, suit or proceeding (whether instituted by such party, the City or any other party) in any way or respect relating to the Indemnity, or (iii) to enforce the City's obligations hereunder, then, in any of the foregoing events, all of the reasonable attorneys' fees and expenses arising from such services and all expenses, costs and charges in any way or respect arising in connection therewith or relating thereto shall be paid by the City to the indemnified party, on demand.

(d) The City shall promptly deliver to each of Purchaser and Celebration any and all documentation or records as such party may request in connection with any notice, claim, charge, cause of action, demand, order or report in connection with any matter with respect to which the City is required to indemnify Purchaser and Celebration, and shall keep each of Purchaser and Celebration advised of any subsequent developments. The City may make reasonable claims of protection from

disclosure of such documents on the grounds of the attorney-client privilege, the attorney work product doctrine, and/or other applicable privilege.

(e) Each of Purchaser and Celebration shall, as to any claim or demand made to the respective party, give written notice to the City of any such claim or demand made in writing against such party which might give rise to a claim by such party against the City under this Indemnity stating the nature and basis of the claim to the extent of such information received by such party. If any action shall be brought against either Purchaser or Celebration, then after such party notifies the City thereof as provided above, the City shall be entitled to participate therein, and to assume the defense thereof at the expense of the City with counsel reasonably satisfactory to such party and to settle and compromise of any such claim or action; provided, however, that each such party may elect to be represented by separate counsel, at the City's reasonable expense, and if such party so elects, such settlement or compromise of such action shall be effected only with the consent of such party, which consent shall not be unreasonably withheld.

(f) The City shall make any payment required to be made under this Indemnity promptly, and shall make such payment in immediately available funds or cashiers or certified check in the amount thereof.

(g) Except to the extent caused by or arising out of the act or omission of the City or its respective official, officer, employee or agent, Purchaser and Celebration hereby agree, unconditionally, absolutely and irrevocably, but only severally and not jointly, to indemnify, defend and hold harmless the City, and its respective officials, officers, employees, agents, successors and assigns (as set forth in more detail in Section 11 hereof) from and against all loss, liability, cost, injury, expense or damage of any and every kind whatsoever (including, without limitation, court costs and attorneys' fees and expenses) which at any time or from time to time may be suffered or incurred in connection with any inquiry, charge, claims, cause of action, judgment, administrative order, judicial order, demand or lien made or arising directly or indirectly or in connection with, with respect to, or as a direct or indirect result of:

(i) the Release of a Polluting Substance at, to, or from the Premises attributable, in whole or in part, to an act or omission of Purchaser and/or Celebration, their respective employees, or agents, including any such act occurring in the performance of Purchaser's and/or Celebration's respective obligations under this Indemnity, which Release shall be deemed to be a Post-Execution Environmental Condition for all purposes hereunder;

(ii) the failure to comply with Environmental Laws by Purchaser and/or Celebration, their respective agents or employees in connection with any Post-Execution Environmental Condition, including with regard to their performance of Purchaser's or Celebrations' obligations under this Indemnity;

(iii) Purchaser's and/or Celebration's failure to comply with any of the provisions of this Indemnity, including Purchaser's and/or Celebration's breach of any covenant, representation or warranty contained in this Indemnity; or

(iv) any violation of, or noncompliance with, or alleged violation of, or noncompliance with, the Environmental Laws by the Premises or Purchaser and/or Celebration with respect to any Post-Execution Environmental Condition;

(h) Purchaser's and Celebrations' indemnity obligation under this Section 4 shall include, without limitation:

(i) any costs, fees or expenses incurred in connection with any Remedial Action taken by City with respect to any Post-Execution Environmental Condition, whether on account of Purchaser's and/or Celebration's failure to perform their obligations under this Indemnity or otherwise; and

(ii) any reasonable attorney's fees, engineer's fees, consultants' fees, contractors' fees, laboratory fees and/or charges of any contractor or expert retained or consulted with any inquiry, claim or demand related to or in connection with any Post-Execution Environmental Condition, including without limitation, any costs incurred in connection with compliance with such inquiry, claim or demand.

6. **NOTICES.** Any notice required to be given hereunder shall be in writing and addressed to the address set forth below, and shall be delivered by hand, by United States certified or registered mail, return receipt requested, by overnight express delivery. Notices shall be deemed received on the date of receipt if delivered by hand, on the day after delivery to any overnight express delivery service, charges prepaid, if service is by overnight courier, on the third (3rd) day following posting if delivered by United States mail, at the addresses set forth below or such other addresses as the parties may respectively designate from time to time:

To Purchaser: Cakemaker LLC  
c/o Centerplan Development Company, LLC  
CityPlace I; 34th Floor  
185 Asylum Street  
Hartford, CT 06103  
Attn: Jason S. Rudnick

with a copy to: Mayo Crowe LLC  
CityPlace I  
185 Asylum Street  
Hartford, CT 06103  
Attention: Gregg T. Burton

To Celebration: Celebration Foods LLC  
175 Capital Boulevard, Suite 400  
Rocky Hill, CT 06067  
Attention: Timothy Shanley

with a copy to: Shipman & Goodwin LLP  
300 Atlantic Street, 3rd Floor  
Stamford, CT 06901  
Attention: Robert M. Wonneberger, Esq.

and

with a copy to: Roark Capital Group  
1180 Peachtree Street, Suite 2500  
Atlanta, GA 30309

Attention: Stephen D. Aronson, Esq.

To the City: Mayor Timothy Stewart  
City of New Britain  
27 West Main St.  
New Britain, CT 06051

with a copy to: Seth Feigenbaum, Associate City Attorney  
Office of the Corporation Counsel  
City of New Britain  
27 West Main Street  
New Britain, CT 06051

7. **COUNTERPARTS; CAPTIONS.** This Indemnity may be executed in counterparts, each of which shall be deemed an original. The captions are for convenience of reference only and shall not affect the construction to be given any of the provisions hereof.

8. **GOVERNING LAW.** This Indemnity shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of Connecticut applicable to agreements made and to be performed wholly within the State of Connecticut.

9. **ENTIRE AGREEMENT.** This Indemnity, together with the Purchase and Sale Agreement between the City and Purchaser with respect to the Premises dated as of June 15, 2007 (the "Purchase Agreement") and attached as Schedule D, contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all other prior understandings, if any, with respect to the matters addressed herein. In the event of any conflict between the terms of the Purchase Agreement and this Indemnity, the terms of the Indemnity shall control. This Indemnity may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the parties hereto or by their agents duly authorized in writing or as otherwise expressly permitted herein. The provisions of this Indemnity shall govern and control over any inconsistent provision in any other document relating to the Premises, including, without limitation, any exculpatory provisions contained in any other agreement and provided further that under no circumstances shall the provisions of this Indemnity be construed as in any way limiting the obligations of the City under any other agreement.

10. **WAIVERS; EXTENSIONS; SEVERABILITY;** No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other or succeeding obligations or acts. If any provision of this Indemnity or the application thereof to any party or circumstances is held invalid or unenforceable, the remainder of this Indemnity and the application of such provision or provisions to the other parties and circumstances will not be affected thereby, the provisions of this Indemnity being severable in any such instance. The City's obligations hereunder shall in no way, manner or respect be impaired, affected, reduced or released by reason of either indemnified party's failure or delay to do or take any of the acts, actions or things described herein, including any failure to timely deliver any notice, demand, warning or claim to the City.

11. **BINDING EFFECT.** This Indemnity shall be continuing, irrevocable and binding on the parties, and their successors and assigns and shall inure to the benefit of each of the parties and Celebration and each of their respective employees, directors, beneficial interest holders, members, shareholders, officers, affiliates and successors and assigns. The representations, warranties and covenants of the parties set forth in this Indemnity shall continue in effect and, to the extent permitted by law, shall survive the Closing and any subsequent transfer or assignment of the Premises or any subsequent transfer or assignment of any leasehold interest in the Premises including, without limitation, pursuant to foreclosure proceedings (whether judicial or non-judicial), by deed in lieu of foreclosure or otherwise and such representations, warranties and covenants shall inure to the benefit of such transferee, subsequent transferee. Any legislative or administrative act by the City shall not affect this Indemnity or any of the City's obligations hereunder.

12. **TIME OF THE ESSENCE.** The parties agree that any rule of law or equity to the contrary notwithstanding, time is of the essence with respect to the performance of all obligations under this Indemnity.

13. **WAIVER OF RIGHT TO JURY TRIAL.** Purchaser, Celebration and the City hereby knowingly, voluntarily and irrevocably waive any right such party may have to trial by jury in any action or proceeding of any kind or nature, in any court in which an action may be commenced, arising out of or in connection with this Indemnity and/or the Premises.

14. **WAIVER OF SOVEREIGN AND MUNICIPAL IMMUNITY BY THE CITY.** AS TO PURCHASER, CELEBRATION, AND THEIR SUCCESSORS AND ASSIGNS, THE CITY HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY RIGHT THE CITY MAY HAVE UNDER APPLICABLE LAW, NOW OR IN THE FUTURE, TO INVOKE SOVEREIGN OR GOVERNMENTAL IMMUNITY OR MUNICIPAL IMMUNITY AS A DEFENSE IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE, IN ANY COURT IN WHICH AN ACTION MAY BE COMMENCED, ARISING OUT OF OR IN CONNECTION WITH THIS INDEMNITY AND/OR THE PREMISES, OR BY REASON OF ANY OTHER CAUSE OR DISPUTE WHATSOEVER BETWEEN THE CITY AND PURCHASER AND/OR CELEBRATION OF ANY KIND OR NATURE.

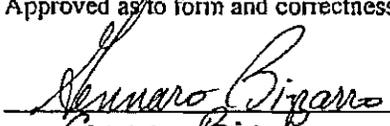
15. **AUTHORIZATION.** The City hereby represents that this Indemnity has been authorized by a resolution of the City and all other required municipal action. A copy of such approvals and resolutions are attached hereto as Schedule E.

[Remainder of page intentionally blank; signatures on following page.]

IN WITNESS WHEREOF, the undersigned have executed this Environmental Indemnity Agreement as of the date first written above.

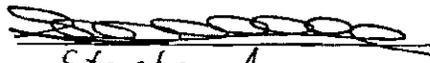
THE CITY OF NEW BRITAIN

Approved as to form and correctness:

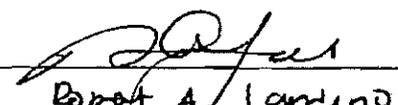
  
Genaro Bizzarro  
Its CORPORATION COUNSEL

By:   
TIMOTHY T. STEWART  
Its MAYOR

CELEBRATION FOODS LLC

By:   
Stephen Aronson  
Its Authorized Signatory

CAKEMAKER LLC

By:   
Robert A. Landino  
Its Manager

## SCHEDULE A

### Legal Description

#### PARCEL A – SMART PARK PARCEL A

Beginning at the point of intersection of the north street line of Myrtle Street and the west property line of property now or formerly of Alamo Tenergy Water Refiners L.L.C.,

Thence S 89°39'36" W in said north street line of Myrtle Street with a distance of 697.90 feet to a point,

Thence S 85°03'12" W in said north street line of Myrtle Street with a distance of 31.22 feet to a point,

Thence N 08°54'10" W in the west street line of Booth Street with a distance of 419.38 feet to a point,

Thence N 80°27'28" E in the south street line of Orange Street with a distance of 801.67 feet to a point,

Thence S 00°21'10" E along property now or formerly of said Alamo Tenergy Water Refiners L.L.C. with a distance of 540.40 feet to the point of beginning.

The herein described parcel of land contains 8.3 acres of land and is shown as Smart Park Parcel A on the herein referenced map.

Reference is made to a map entitled "CITY OF NEW BRITAIN DEPARTMENT OF PUBLIC WORKS RIGHT OF WAY DIVISION PROPERTY MAP SMART PARK PROPERTY OF THE CITY OF NEW BRITAIN MYRTLE, ORANGE, BOOTH, & CURTIS ST. DATE: JUNE 2007 SCALE: 1" = 40' SHEET: 1 OF 3", which map is to be recorded in the land records of the City of New Britain..

#### PARCEL B – SMART PARK PARCEL B

Beginning at the point of intersection of the north street line of Myrtle Street and the east street line of Curtis Street, said point being the point of beginning,

Thence, running N 00°-14'-27" W in said easterly street line of Curtis Street, a distance of 385.84 feet to a point,

Thence, running N 80°-42'-29" E along land now or formerly of the City of New Britain, a distance of 393.76 feet to a point in the westerly street line of Booth Street,

Thence, running S 08°-54'-10" E in said westerly street line of Booth Street, a distance of 415.37 feet to a point at the intersection of said westerly street line of Booth Street and the northerly street line of Myrtle Street,

Thence, running S 85°-03'-12" W in said northerly street line of Myrtle Street, a distance of 452.94 feet to a point in the intersection of said northerly street line of Myrtle Street and the easterly street line of Curtis Street, said point being the point of beginning.

The herein described parcel of land contains 3.8 acres of land and is shown as Smart Park Parcel B on the herein referenced map.

Reference is made to a map entitled "CITY OF NEW BRITAIN DEPARTMENT OF PUBLIC WORKS RIGHT OF WAY DIVISION PROPERTY MAP SMART PARK PROPERTY OF THE CITY OF NEW BRITAIN MYRTLE, ORANGE, BOOTH, & CURTIS ST. DATE: JUNE 2007 SCALE: 1" = 40' SHEET: 1 OF 3", which map is to be recorded in the land records of the City of New Britain..

#### PARCEL C – BOOTH STREET PARCEL

Beginning at the point of intersection of the north street line of Myrtle Street and the east street line of Booth Street,

Thence S 85°03'12" W in said Myrtle Street street line with a distance of 50.12 feet to a point,

Thence N 8°54'10" W in the west street line of Booth Street with a distance of 415.37 feet to a point,

Thence N 80°27'28" E in the south street line of Orange Street with a distance of 50.00 feet to a point,

Thence S 8°54'10" E in said east street line of Booth Street with a distance of 419.38 feet to the point of beginning.

The herein described parcel of land contains 0.48 acres of land and is shown as Smart Park Parcel C on the herein referenced map.

Reference is made to a map entitled "CITY OF NEW BRITAIN DEPARTMENT OF PUBLIC WORKS RIGHT OF WAY DIVISION PROPERTY MAP SMART PARK PROPERTY OF THE CITY OF NEW BRITAIN MYRTLE, ORANGE, BOOTH, & CURTIS ST. DATE: JUNE 2007 SCALE: 1" = 40' SHEET: 1 OF 3", which map is to be recorded in the land records of the City of New Britain.

**SCHEDULE B**

**Donation Agreement**

**See Attached.**



record the deed in the New Britain Land Records. At or before the time of conveyance, Donor will also execute and deliver to Donee and the Connecticut Department of Environmental Protection ("CDEP"), a form III certification required by the Transfer Act, Conn. Gen. Stat. §22a-134, et seq., a copy of which is attached hereto as Exhibit "C". Real property taxes, sewer and water use charges will be adjusted as of the time of conveyance in accordance with the custom prevailing in the City of New Britain for such adjustments.

### 3. Donor's Obligations for Environmental Remediation

#### 3.1 Acceptance by Donee Predicated Upon Donor's Obligations to Undertake Remediation

Donor acknowledges that Donee's acceptance of this gift is predicated upon Donor's agreement to undertake the remediation as required under applicable State and federal law and as set forth in this Agreement.

#### 3.2 CDEP Approval

Donor agrees that any environmental investigation of the facility, any work plan developed to govern such environmental investigation, any remedial action, and the completion of such remedial action, will be approved by CDEP and comply with all applicable State and federal laws and regulations in effect as of the environmental baseline date, as defined herein.

#### 3.3 Environmental Baseline

This parties agree that an environmental baseline is required in order to determine the nature and extent of Donor's remedial obligations. The Donee agrees to demolish the buildings on the Premises; the environmental baseline will be established after such demolition by Donee and the parties agree as follows:

(a) Donec, at its expense, will demolish all buildings as soon as possible but no later than one (1) year after the conveyance of the Premises to Donec. If Donec fails to demolish said buildings, the environmental baseline will be established with the buildings in place.

(b) The work plan for the environmental investigation referenced above shall be submitted for review and approval by Donec which will not be unreasonably withheld, and by the CDEP ninety (90) days prior to the commencement of the environmental investigation.

(c) Within sixty (60) days after demolition, Donor shall direct H.R.P. Associates of Plainville, CT, which is approved by Donec or some other environmental engineering firm to be approved by Donec, which approval will not be unreasonably withheld, to undertake an environmental investigation of the site. Donor agrees that such investigation must fully characterize the environmental condition of the facility as required by the CDEP. The results of this investigation shall serve as the "environmental baseline" that will govern the rights and obligations of the parties as set forth below. The "environmental baseline date" will be the earlier of 90 days after Donor submits its final summary analysis and report of the results of the environmental baseline investigation to CDEP for the approval of CDEP, or the earlier of 90 days after Donor complies with any requests for additional investigation or information by CDEP made to Donor within said initial 90-day period or upon the approval of CDEP of such additional information.

(d) Donor acknowledges that Donec intends to reclaim and redevelop the site. Therefore, Donor agrees that it will use its best efforts to ensure that necessary remedial action occurs immediately prior to, and/or during, post-demolition site work. Donor further agrees that its remedial action work plans will be designed to accommodate site construction.

3.4 Donor's Assumption

Donor acknowledges that as between Donor and Donee, Donor bears the risk of, and responsibility for, any loss or expense resulting from any environmental impairment to or contamination of the Premises existing as of the environmental baseline date and which is reported in writing to Donor within seven (7) years of the environmental baseline date, regardless of the source of that impairment or contamination; provided, however, that Donor is not responsible for environmental impairment or contamination that occurs after the conveyance of title to Donee and that is caused by Donee, its agents, employees, contractors or any persons or entities other than the Donor, its agents, employees or contractors. The Donee may re-inspect the Premises at any time prior to the conveyance of title to confirm that there has been no material change to the physical or environmental condition of the Premises.

### 3.5 Donor's Liability

(a) The parties agree that Donor will be listed as the generator for all hazardous waste, including contaminated media (e.g. soils, water), that will be generated, treated, stored, or disposed of from the facility due to any investigation or remedial action performed by Donor. The parties further agree that Donor will pay for the treatment, storage and/or disposal of all such hazardous wastes. The parties further agree that this provision includes all hazardous waste or materials removed from the Premises' buildings, except those materials described in Paragraph 4 hereof which are the Donee's responsibility and for which Donee will be listed as the Generator.

### 3.6 Remediation

(a) Donor agrees to pay all costs of remediating the Premises as provided hereunder.

(b) The parties agree that the Premises shall be remediated to the extent required by all applicable laws and regulations, CDEP requirements, in effect as of the environmental baseline date.

(c) Transfer of title will not relieve Donor of its obligation to satisfy any CDEP orders, requests, demands, or plans that arise out of the remediation of contamination that occurred before closing or that was identified in the environmental baseline.

(d) Donee agrees that when the environmental baseline date is established in accordance with paragraph 3.3(c) supra, subsequent changes in the applicable law and/or regulations will not be Donor's responsibility. Donee further agrees to use its best efforts to assist Donor to expedite CDEP review, evaluation, and approval of Donor's cleanup of the site.

(e) Donee agrees that Donor shall not be responsible for the remediation of contamination discovered more than seven (7) years after the environmental baseline date.

(f) The parties agree that Donor will undertake and complete all necessary remedial action, regardless of the length of time necessary to complete such remedial action. The parties further agree that Donee will provide Donor with all necessary access to the site in order for Donor to undertake remedial action. For the purposes of this subsection, "necessary" remedial action is remedial action ordered or approved by CDEP and/or remedial action necessary to meet the requirements of this Agreement.

3.7 Release, Indemnification, Hold Harmless and Defense

(a) Donor's Indemnity

Donor hereby releases and indemnifies Donee, its officers, employees, agents and contractors, from all liability arising out of the environmental contamination of the Premises or other real property affected by the Premises attributed to Donor's acts as of the environmental baseline date and discovered and reported in writing by Donee to Donor within seven (7) years of the environmental baseline date and attributable to Donor's actions prior to the environmental baseline

date. Donee shall give Donor immediate notice of any such claim, suit or other action, threatened or instituted against it. Donor, at its expense, will employ attorneys of its own selection to appear and defend such claims or action on behalf of Donee and will indemnify Donee against all liabilities, judgments, costs, damages and expenses that may be charged to or recovered from Donee and will comply with any final judgments or administrative orders which are rendered. Donee shall cooperate with Donor in such defense. Donor shall have the sole authority for the direction of the defense and shall determine the acceptability of any compromise or settlement of such claims or actions.

(b) Donee's Indemnity

Donee hereby releases and indemnifies Donor, its officers, employees, agents and contractors from all liability arising out of any environmental contamination of the Premises or other real property affected by the Premises which is (i) not discovered within seven (7) years after the environmental baseline date; (ii) not reported in writing to Donor within said seven (7) year period; or (iii) caused by Donee, its employees, agents or contractors or any person other than Donor, its agents, employees or contractors, after conveyance of title to the Premises to Donee.

Donor shall give Donee immediate notice of any claim, suit or other action, threatened or instituted against it, on account of Donee's obligations hereunder. Donee, at its expense, will employ attorneys of its own selection to appear and defend such claim or action on behalf of Donor and will indemnify Donor against all liabilities, judgments, costs, damages and expenses that may be charged to or recovered from Donor and will comply with any final judgments or administrative orders which are rendered. Donor shall cooperate with Donee in such defense. Donee shall have the sole authority for the selection of the defense and shall determine the acceptability of any compromise or settlement of such claims or actions.

### 3.8 Form III Declaration

Donor agrees to provide Donee with a copy of Donor's Form III declaration filed with the CDEP pursuant to Conn. Gen. Stat. §22a-134, et seq. fifteen (15) days before closing.

### 4. Buildings and Structures

Donor represents that it has removed and properly disposed of all known underground storage tanks, and/or other containers of hazardous waste and all PCB transformers or capacitors which had been located in or on the Premises (PCB transformers and capacitors are defined in 40 CFR, Part 761 as having a PCB concentration greater than 500 ppm). Donor will provide Donee with a list of all underground storage tanks that were located on the Premises. If any additional drums, containers, transformers or capacitors containing PCBs or hazardous wastes, or any additional underground storage tanks are discovered by Donee, Donor will remove and dispose of them in accordance with existing law and regulations at Donor's expense.

Donee, as Generator, is responsible for the proper disposal, handling and remediation of any demolition debris that is characteristic hazardous waste generated from the demolition and removal of said building and all hazardous waste generated by the Donee, its employees, agents, contractors or subcontractors after the transfer of title to the Premises to Donee. Any and all hazardous waste created or otherwise generated by Donee will be removed and properly disposed of by Donee at its expense. As part of the demolition of said buildings and structures, Donee will be solely responsible for the removal and proper disposal of all remaining transformers. The Donee shall also remove and place in suitable containers provided by Donor all PCB light ballasts which will be promptly removed from the Premises and properly disposed by Donor.

Donor represents that it has removed and properly disposed of all known RCRA Hazardous

and TSCA waste wood block flooring. If any such additional block flooring is discovered, Donor agrees to promptly remove and properly dispose of the same at its expense.

Donee is solely responsible for the removal and proper disposal of all pipe insulation, roofing materials, flooring, fire protective coating, and all other materials containing asbestos. Donee is also solely responsible for the characterization, removal and proper disposal of all demolition debris resulting from said demolition of the buildings and other structures, including, but not limited to, paint chips, light fixtures, pipes, heaters and boilers.

5. Access to Premises, Completion of Remedial Work

Until the CDEP has certified to Donor that its remedial obligations hereunder are complete or otherwise satisfied, Donee, its successors and assigns, will provide access to and use of such portions of the Premises as is necessary and reasonable for Donor and/or its agents, employees, contractors and subcontractors to perform its remedial work. Donee will allow connection to needed utilities provided that all costs of utilities associated with Donor's remedial work shall be borne by Donor. Donee will cooperate with Donor, its employees, agents, contractors and subcontractors and all State and Federal agencies having jurisdiction of Donor's remedial activities and will not intentionally impede the progress of such work.

Donor will use its best efforts to cause the remedial work to be completed as soon as reasonably possible with as little disruption to Donee's demolition and subsequent re-use of and construction on the Premises and to coordinate its remedial work with Donee's demolition and site work.

The transfer of title to the Premises will not relieve Donor of its remedial obligations hereunder nor its obligation to satisfy CDEP's orders resulting from Donor's remediation of

contamination existing prior to the transfer of title to the Premises to Donee as identified in the environmental baseline. Upon receiving CDEP's approval of its work plan, Donor will undertake and complete the approved remedial work in accordance with such approval, regardless of the length of time necessary to do so.

Donor is not responsible for the remediation of any contamination discovered more than seven (7) years after the environmental baseline date, even if such contamination was caused by Donor, its employees, agents, contractors, subcontractors, predecessors in title, prior operators of the Premises or any other third party.

6. Financial Assurance

The parties intend that Donor will pay for all necessary investigation and remedial action at the Premises in accord with the terms and conditions set forth in this Agreement, and that Donee should not, under any circumstances, bear the cost of such necessary investigation and remedial action. The parties recognize that necessary investigation and remedial action could require a term of years to complete. In order to provide Donee with additional financial assurance that the necessary investigation and remedial action will be completed in the event that Donor is unable to perform its obligations, Donor will deliver to Donee the duly executed Guaranty by Ingersoll-Rand Company (Exhibit D) at the time of transfer of title to the Premises.

Donor shall be deemed "unable to perform" if Donor files for bankruptcy, dissolves, or otherwise ceases to do business.

7. Risk of Loss

Until the transfer of title to the Premises to Donee, Donor will maintain the Premises, at its expense, subject to reasonable wear and tear. Donor shall have no responsibility to restore the

Premises, the buildings or structures thereon in case of fire or other casualty. The risk of loss by fire or other casualty is with Donor. If prior to transfer of title, the buildings located on the Premises or any part of them are substantially destroyed by casualty, either party may terminate this Agreement by notice to the other party, in which event neither party shall have any further rights or responsibilities under this Agreement and the proceeds of all insurance policies maintained by Donor shall be its sole property. "Substantial destruction" is defined as a loss of \$200,000.00 or more as determined by Donor's insurance carrier.

If Donee's demolition costs increase as a result of a casualty loss of less than \$200,000.00 occurring prior to the transfer of title, Donor will pay to Donee so much of its insurance proceeds as will equal the increased cost, the balance of such proceeds, if any, will remain Donor's sole property.

8. Common Council Approval

This Agreement, including the acceptance of Donor's gift of the Premises and the authorization to expend Donee's funds for the demolition costs of said buildings and redevelopment of the Premises, has been approved by the Board of Finance and Taxation on November 29, 1993, by the City Plan Commission on December 13, 1993, and by the Common Council of the City of New Britain on February 15, 1995.

9. Financing

Donee has applied to the State of Connecticut Department of Economic Development for a grant in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) under the Industrial Park Program and has also applied to the Department of Commerce, Economic Development Administration at Philadelphia for a grant in the amount of \$2 million, Title I Catalog

of Federal Domestic Assistance No.11-300 and will diligently pursue both applications. The Donee agrees to comply with the necessary application procedures and requirements for such grants. If Donee has not obtained commitments from the State of Connecticut Department of Economic Development and the Department of Commerce, Economic Development Administration on or before March 31, 1995, either party may terminate this Agreement by giving notice to the other and upon such termination, neither party shall have any further rights against the other hereunder.

10. Donor's Authorization of Delivery of Documents

Donor shall deliver to Donee, within ten (10) days after Donor's execution hereof, the following documents relating to the Premises:

- A. Existing surveys, plats, site plans, appraisals and title insurance policies or reports relating to the Premises, in the possession or control of donor.
- B. All material engineering, architectural, zoning and access documents with respect to the Premises in the possession or control of Donor.
- C. All environmental site assessments or measurements in possession or control of the Donor.

Notwithstanding any production of documents or materials described above as of the execution of this Agreement, Donor hereby agrees to expend good faith and reasonable efforts to assist Donee in obtaining any and all such documents and materials on a timely and continuing basis.

11. Donor's Representations, Warranties and Covenants

Donor hereby makes the following material representations, warranties and covenants to the Donee, each of which shall be confirmed to the Donee's reasonable satisfaction in writing at the time of transfer of title of the Premises to Donee and shall survive such transfer, and each of which Donee

is hereby empowered by Donor to rely upon in entering this Agreement:

A. Donor has the full and continuing authority and capacity to enter this Agreement and to consummate the transaction provided for herein, and will have such authority and capacity at Donation.

B. The Donor will maintain the Premises in the same physical condition in which they are presently, ordinary wear and tear excepted, until the transfer of title to Donee, except that Donor shall not be responsible to restore and/or repair any casualty loss which occurs after the execution of this Agreement.

C. To the best of its knowledge, Donor is not a party to, has no notice of the institution or proposed institution of, nor has received notice of any threat of any legal action or proceeding, including any action by any former tenant, or any charge or complaint issued by, any federal or State governmental agency concerning the Premises the effect of which could have a materially adverse effect on the operation or use of the Premises.

D. No unpaid betterment assessments (sewer, water, or the like) exist or other liens on the Premises exist.

E. Donor warrants to the best of its knowledge and belief that it has notified all appropriate federal and State agencies and departments regarding the nature and the extent of Premises' contamination.

F. Donor warrants that to the best of its knowledge and belief that it has disclosed to Donee the full nature and extent of all presently known Premises' contamination, including such contamination as may exist beneath or within Premises' buildings or structures, existing as of the date of transfer of title of the Premises to Donee subject to any after discovered contamination at the

time of demolition by Donee.

12. Donee's Representations

Donee hereby represents to Donor, knowing that Donor will rely hereon, as follows:

A. Donee is a municipal corporation and a political subdivision of the State of Connecticut.

B. Donee has obtained all necessary authorizations and approvals to execute this Agreement and accept the contribution of the Premises and said approvals and authorizations remain in full force and effect and no challenge to them has been instituted.

C. The Premises will be used by Donee to establish an urban industrial park to encourage industrial enterprises to locate new facilities in this economically depressed area and to provide employment opportunities for unemployed and underemployed members of the community and to increase and enhance the depressed real and personal property tax base of the City of New Britain.

13. Personal Property

Prior to the transfer of title to the Premises to Donee, Donor will remove its personal property not essential for the normal operation of the buildings located on the Premises.

14. Brokers

There have been no dealings, negotiations or communications with any real estate broker or salesman or other intermediaries.

15. Notices

All notices shall be in writing and shall be personally delivered or mailed, registered or certified U.S. mail, return receipt requested, first class postage prepaid or express mail, to the parties hereto at their respective addresses set forth below, or at such other address of which either party

shall notify the other party in accordance with the provisions hereof. Any notice required or permitted to be given hereunder on or before a specified day shall not be deemed to have been duly and timely given unless personally delivered before 5:00 p.m. on such day or, if given by mail as aforesaid, unless postmarked before midnight of such day.

If to Donor: Mr. Robert T. Boyd, Vice President/Secretary & General Counsel  
The Torrington Company  
59 Field Street  
Torrington, CT 06790

With a Copy to: Mr. L.A. Longino  
The Torrington Company  
59 Field Street  
Torrington, CT 06790

If to Donee: City of New Britain  
Office of the Mayor  
27 West Main Street  
New Britain, CT 06051

With a Copy to: City of New Britain  
Office of the Corporation Counsel  
27 West Main Street  
New Britain, CT 06051

16. Entire Agreement

This Agreement contains the entire agreement between the parties hereto. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between and among the parties hereto other than as herein set forth. No change or modification of this Agreement shall be valid unless the same is in writing and signed by Donor and Donee.

17. No Waiver

No purported or alleged waiver of any of the provisions of this Agreement shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced.

18. Benefits and Burdens

This Agreement and all of the provisions hereof shall be binding upon Donor, its successors and assigns and the City of New Britain and shall inure to the benefit of the Donor and Donee only.

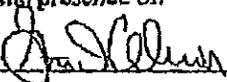
19. Controlling Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

IN WITNESS WHEREOF, Donor and Donee have executed and sealed this Agreement by their duly authorized officers as of February 21, 1995.

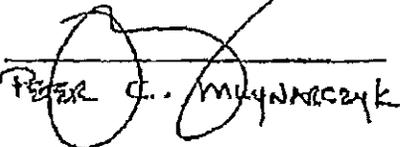
Signed, sealed and delivered in the presence of:

DONOR: THE TORRINGTON COMPANY

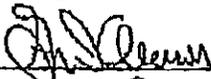
  
\_\_\_\_\_

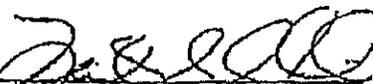
BY   
\_\_\_\_\_

Robert T. Boyd  
Its Vice President/Secretary  
and General Counsel Duty Authorized

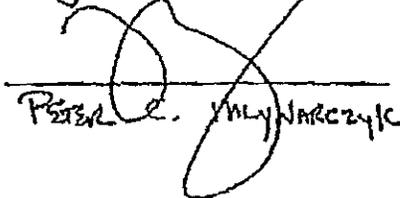
  
Peter C. Mlynarczyk

DONEE: CITY OF NEW BRITAIN

  
\_\_\_\_\_

BY   
\_\_\_\_\_

Linda A. Blogoslawski,  
Its Mayor, Duty Authorized  
By Common Council Resolution  
No. 22147 Adopted on  
February 15, 1995

  
Peter C. Mlynarczyk

STATE OF CONNECTICUT)

) ss: New Britain

February 21, 1995

COUNTY OF HARTFORD)

Personally appeared ROBERT T. BOYD, VICE PRESIDENT/SECRETARY and GENERAL COUNSEL OF THE TORRINGTON COMPANY, duly authorized, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said Corporation, before me.

  
\_\_\_\_\_  
Notary Public  
Commissioner, Superior Court

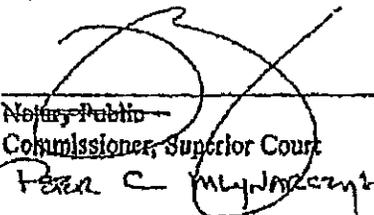
STATE OF CONNECTICUT)

) ss: New Britain

February 21, 1995

COUNTY OF HARTFORD )

Personally appeared LINDA A. BLOGOSLAWSKI, MAYOR OF THE CITY OF NEW BRITAIN, duly authorized, signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed, and the free act and deed of said City, before me.

  
\_\_\_\_\_  
~~Notary Public~~  
Commissioner, Superior Court  
Peter C. Mylonakis

**SCHEDULE C**

**February 22, 2007 letter from CTDEP's Peter Hill to Celebration's Dalessa Holgerson**

**See Attached**



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



February 22, 2007

Dalesa Holgerson  
Senior Risk Manager  
Celebration Foods  
175 Capitol Blvd.  
Suite 400  
Rocky Hill, CT 06067

RE: Remediation Status February 2007  
Former Fafnir Site  
37 Booth Street  
New Britain, CT

Dear Ms. Holgerson:

The purpose of this letter is to follow up on our discussions on February 9, 2007, and February 14, 2007 regarding the status of remediation at the above referenced site. As we discussed, the majority of the remedial activities at the site are complete. The remaining issues are relatively minor in nature and will need to be addressed during site development under a plan approved by the Commissioner of the Department of Environmental Protection. The comments below are based on the map showing the proposed building footprint that was presented by Celebration Foods at our February 9, 2007 meeting. A copy of this map is attached.

The site is being cleaned up under the oversight of the Department of Environmental Protection's Urban Site and Property Transfer Programs. A Form III filing for the above referenced property was certified by the Torrington Company and a copy of this filing and associated documentation is attached. Please see the attached information regarding the Property Transfer Program. At this time, groundwater remediation is being conducted. An appropriate filing to satisfy the Property Transfer Program will be required. It is most likely that a Form III or Form IV will be required for the site at the time of transfer. Several potential filing options are listed below:

- If remediation at the site is ongoing, a Form III will be required.
- If remediation is complete but groundwater monitoring is ongoing, or the Environmental Land Restriction needs to be recorded, a Form IV will be required.

The Department of Environmental Protection (the "Department") has approved the Remedial Action Report that documents the successful completion of soil remediation and proposes a post remediation ground water monitoring plan to verify that remedial actions are complete. Soil that exceeded the pollutant mobility criteria was excavated and properly disposed off site. Soil that exceeded the industrial commercial direct exposure criteria was rendered inaccessible by the placement of a minimum of four feet of clean fill. Copies the Department's approvals are attached.

The approved Remedial Action Report proposed that an Environmental Land Use Restriction (ELUR) be recorded on the land records for the site. The ELUR has not been recorded and must be recorded within 180 days of the conclusion of construction activities. Any request for a schedule extension to record the ELUR must be made in writing. Following the construction of the proposed building, an ELUR must be recorded on the land records that requires the following conditions:

- Restrict the use of the site to industrial or commercial activities and prohibit residential activity.
- Prohibit the construction of buildings over groundwater which exceeds the volatilization criteria.
- Prohibit the exposure of the inaccessible soil and disturbance of overlying materials.

The ELUR will not prohibit the construction of the proposed building because it will not be recorded on the land records prior to construction. If the above restrictions need to be changed in the future, releases from ELURs are routinely approved by the Department and have played a successful role in the clean up and redevelopment of contaminated sites. For example, a new building or building addition may be constructed over groundwater which exceeds the volatilization criteria if the ELUR is released and a vapor mitigation plan is approved by the Department prior to construction. ELURs also allow for the suspension of the restrictions of the ELUR in the event of an emergency. See the attached fact sheet for additional information regarding ELURs.

The most recent results of the post remediation groundwater monitoring that is ongoing at the site can be found in the report titled "September 2006, Semi-Annual Groundwater Monitoring Report, Former Torrington Company, Booth Street, New Britain, Connecticut," dated November 2006. This report was prepared by HRP Associates for the Ingersoll-Rand Company. This site is located in an area of the city that has a GB groundwater classification. Groundwater in a GB area is assumed to be degraded and not suitable for use as drinking water supply without treatment, because of intense industrial activity. This report found that a plume of volatile organic compounds was present in groundwater, at the central portion of the site, at concentrations above the industrial commercial volatilization criteria. In addition, petroleum product has been recovered from monitoring wells at the site. Ingersoll Rand (the former owner of The Torrington Company) is performing groundwater monitoring and product removal as required by the approved groundwater monitoring plan.

A covenant not to sue is available under Section 22a-133a of the Connecticut General Statutes. Such a covenant may be granted to prospective purchasers, owners and lending institutions. See the attached fact sheet for additional information regarding covenants not to sue.

In order to meet the requirements of the approved remedial action report, and the requirements of the Remediation Standard Regulations, the following issues must be addressed in a plan submitted for the Department's review and approval:

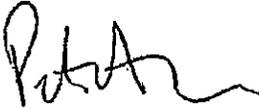
1. A soil management plan must be submitted for construction activities that involve the disturbance of soil that exceeds the direct exposure criteria. Such a plan must ensure that any soil that exceeds the direct exposure criteria is either rendered inaccessible or properly disposed of at the conclusion of construction activities.
2. Maps and cross sections must be presented that illustrate the locations and depths of soil that exceeds the direct exposure criteria that was rendered inaccessible during remediation.
3. A detailed plan to mitigate the groundwater volatilization criteria exceedances must be submitted for the footprint of the proposed building. Such a plan may include vapor mitigation measures such as a vapor barrier and/or a sub slab depressurization system. A monitoring and maintenance plan for the vapor mitigation measure must also be included in such a plan.
4. A draft environmental land use restriction must be submitted.
5. A contingency plan must be included to characterize and remediate any unknown contamination that is found during construction activities.
6. A revised groundwater monitoring plan must be submitted for the Commissioner's Approval. Such a plan must include provisions to properly abandon any wells that are no longer needed, or located under the footprint of the proposed building as shown on the map presented at the February 9, 2007 meeting. The Department recognizes that the proposed building will overly the location of the groundwater plume of volatile organic chemicals and the locations of the wells where product has been removed. The groundwater monitoring objectives should be able to be achieved without the placement of groundwater monitoring wells that penetrate the slab of the building and coordinated with site development plans.
7. Analytical testing will be required to demonstrate that all fill materials and topsoil brought on site meets the definition of clean fill found in 22a-209-1 of the Regulations of Connecticut State Agencies.

Dalesa Holgerson  
February 22, 2007  
Page 4 of 4

8. The plan must note that all OSHA requirements will be met.
9. The plan must include a project schedule.
10. The plan must include provisions to submit a report for the Department's review and approval that documents the completion of the activities proposed in the plan.

I hope this clarifies the Department's requirements. If you have any questions, please call me at (860) 424-3912. Please be assured that the Department will continue to give this important project the highest priority.

Sincerely,



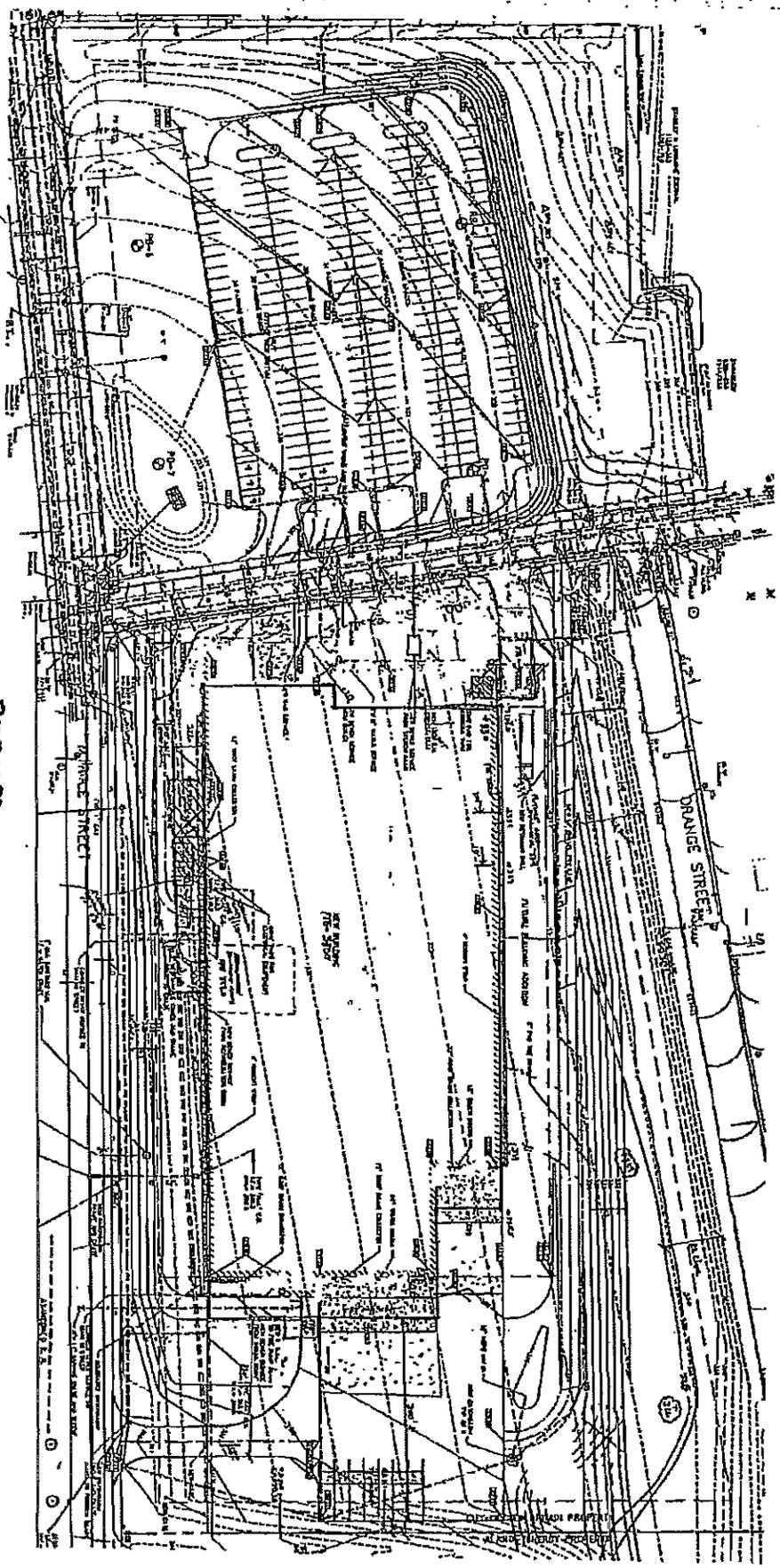
Peter Hill  
Environmental Analyst 3  
Remediation Division  
Bureau of Water Protection and Land Reuse

Attachments

CC:

Mark Moriarty, City of New Britain, Public Works, 27 West Main Street, New Britain,  
CT 06051  
Bob Palczewski, Celebration Foods, 175 Capitol Blvd., Suite 400, Rocky Hill, CT 06067  
Bob Leach, HRP Associates, Inc., 197 Scott Swamp Road, Farmington, CT 06032  
Dave Sordi, Corporate Center ESH Affairs, P.O. Box 389, 722 Davis Hill Road,  
Center Conway, NH 03813  
Chet Camerata, DECD, 505 Hudson Street, Hartford CT 06106

2/9/57 MAP



REVISED

FORM III INFORMATION

8-003



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



January 29, 1996

Robert T. Boyd  
Vice President/Secretary  
The Torrington Company  
59 Field Street  
Torrington, CT 06790

SITE NAME FAENIR / The Torrington Company  
ADDRESS 37 Booth Street  
TOWN New Britain  
FILE TYPE PERD / EDI

RE: Environmental Condition Assessment Form  
37 Booth Street, New Britain, Connecticut

Dear Mr. Boyd:

On December 27, 1995, the Permitting, Enforcement and Remediation Division of the Department of Environmental Protection ("Department") received an Environmental Condition Assessment Form (ECAAF) for a parcel located at 37 Booth Street in New Britain, Connecticut, known as the Torrington Company-Fafnir Bearing Plant. The ECAAF was submitted simultaneously with a Form III filing for the transfer of an establishment pursuant to Section 22a-134a of the Connecticut General Statutes, as amended by Section 2(e) of Public Act 95-183. The Department acknowledged the Form III as being complete on January 9, 1996. The ECAAF was certified by you on December 19, 1995. The parcel is recorded in the New Britain Tax Assessor's office on Maps 372 and 461 as Lots 1 and 48.

This letter is to notify you that, pursuant to Section 2(g) of Public Act 95-183, the Department will formally review and approve in writing the investigation and remediation of the above referenced parcel.

Review of the ECAAF indicates that the complexity of the environmental condition of the parcel warrants continued direct involvement by the Department of Environmental Protection in the review of the investigation and remediation of the above referenced parcel.

Pursuant to Section 2(i) of Public Act 95-183, on or before 30 days of the receipt of this notice, you must submit for the Commissioner's review and written approval a proposed schedule for: (1) investigating and remediating the parcel; (2) submitting to the Commissioner technical plans, technical reports and progress reports related to such investigation and remediation; and (3) providing public notice of the remediation prior to the initiation of such remediation in accordance with subsection (j) of this section. The schedule should also provide that copies of technical plans and reports related to the investigation and remediation at the parcel must be submitted to the Department of Environmental Protection on an annual basis.

You should note that as provided under Section 2(i) of Public Act 95-183, the Commissioner may at any time notify the certifying party that it is appropriate to discontinue his formal review and approval and allow a licensed environmental professional to verify that the investigation and remediation have been performed in accordance with the remediation standards.

Page Two  
ltr/Mr. Boyd

Nothing in this determination shall affect the authority of the Commissioner under any other statute or regulation, including, but not limited to, any authority to issue an order to any party associated with the transfer, to institute any other proceeding, or take any other action to prevent or abate pollution, to recover costs and natural resource damages, and to impose penalties for violations of law. If at any time the Commissioner determines that the actions at the parcel have not fully characterized the extent and degree of pollution or have not successfully abated or prevented pollution, the Commissioner may institute any proceeding, or take any action to require further investigation or further action to prevent or abate pollution. In addition, nothing in this approval shall relieve any person of his or her obligations under applicable federal, state and local law.

If you have any questions pertaining to this matter, please contact Thomas W. RisCassi of my staff at (860) 424-3781.

Sincerely,



Michael J. Harder, Director  
Permitting, Enforcement and  
Remediation Division  
Bureau of Water Management

MJH:JMC

cc: David Sordi, The Torrington Company  
Kim Maiorano

Sent Certified Mail  
Return Receipt Requested  
Z 345 570 708



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



January 9, 1996  
 SITE NAME Torrington Co.  
 ADDRESS 37 Booth St  
 TOWN New Britain  
 FILE TYPE PTP

Stephen J. Anderson  
 Eisenberg, Anderson, Michalik & Lynch  
 136 West Main Street  
 Post Office Box 2950  
 New Britain, CT 06050-2950

RE: Acknowledgement of Receipt of  
 Complete Form III & ECAF

PERD / USP  
 EDE

Dear Mr. Anderson:

I am writing to acknowledge receipt of a complete Form III and Environmental Condition Assessment Form submitted on December 27, 1995 pursuant to Connecticut General Statutes (CGS) 22a-134(a) and check in the amount of \$2,000.00 submitted pursuant to CGS 22a-134(e) regarding the transfer of real property located at 37 Booth Street in the City of New Britain, Connecticut.

This acknowledgement does not mean that any discharge, spillage, uncontrolled loss, seepage or filtration of hazardous waste has been contained, removed or otherwise mitigated.

Should you have any questions, please feel free to contact me at (860) 424-3788.

Sincerely,

*Kim Maiorano*

Kim Maiorano  
 Permitting, Enforcement and  
 Remediation Division  
 Bureau of Water Management

KAM

cc: Robert T. Boyd  
 Lucian J. Pawlak

*Act. Paper Bearing  
 STATE ID  
 # 1383*

*(GIB)  
 C-N  
 T-I  
 D-yes*

**EISENBERG, ANDERSON, MICHALIK & LYNCH**  
ATTORNEYS AT LAW

STEPHEN J. ANDERSON  
ROBERT A. MICHALIK  
EDWARD T. LYNCH, JR.\*  
CHARLES W. BAUER  
DENNIS G. CICCARELLO  
PAUL T. CZEPIGA  
CARL R. FICKS, JR.\*  
BRUCE A. ZAWODNIK\*  
JOSAH C. SILVA\*  
THOMAS A. PAVANO  
KENNETH R. SLATER, JR.  
JEFFREY F. GOSTYLÁ

\* ALSO ADMITTED IN D.C.  
\* ALSO ADMITTED IN N.Y.

HAROLD J. EISENBERG  
ADMITTED 1929  
RETIRED 1989

136 WEST MAIN STREET  
POST OFFICE BOX 2950  
NEW BRITAIN, CONNECTICUT 06050-2950

TELEPHONES

(860)229-4855

(860)225-8403

FAX NO.

(860)223-4026

DENISE MAGNOLI McMAIR  
OF COUNSEL

December 19, 1995

**CERTIFIED MAIL - RETURN**

**RECEIPT REQUESTED**

Property Transfer Program/PERD  
Bureau of Water Management  
Department of Environmental Protection  
79 Elm Street  
Hartford, CT 06106-5127

Re: The Torrington Company to the City of New Britain  
Myrtle Street, New Britain, CT  
Our File No. 10759.6005

Dear Sir/Madam:

In the above matter, I am enclosing herewith a completed Form III pursuant to the Connecticut Property Transfer Program, together with the Property Transfer Fee Payment Form and a bank check in the amount of \$2,000.00 made payable to the "Department of Environmental Protection." I am also enclosing the completed Environmental Condition Assessment Form.

If you have any questions or require further information, please contact me.

Very truly yours,



Stephen J. Anderson

SJA/sn  
enclosures



RECEIVED  
DEC 27 1995  
WATER MANAGEMENT  
PERMITTING, ENFORCEMENT  
& PERMENTATION DIVISION

KP



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF WATER MANAGEMENT  
PERMITTING, ENFORCEMENT & REMEDIATION DIVISION  
79 ELM STREET, HARTFORD, CT 06106-5127  
(860) 424-3705

## Property Transfer Fee Payment Form

*Fees are payable pursuant to Connecticut General Statutes 22a-134e for the Transfer of Establishment pursuant to Sections 22a-134 through 22a-134d of the Connecticut General Statutes (CGS) as amended by PA 95-183 for Transfer of Establishment Forms I - IV filed on or after October 1, 1995. Only bank checks or money orders made payable to the Department of Environmental Protection will be accepted.*



1. Transferor:	<u>The Torrington Company</u>		
Mailing Address:	<u>59 Field Street</u>		
City/Town:	<u>Torrington</u>	State:	<u>CT</u> Zip Code: <u>06790</u>
2. Transferee:	<u>City of New Britain</u>		
Mailing Address:	<u>27 West Main Street</u>		
City/Town:	<u>New Britain</u>	State:	<u>CT</u> Zip Code: <u>06051</u>
3. Establishment:	<u>The Torrington Company - Fafnir Bearing Plant</u>		
Mailing Address:	<u>37 Booth Street</u>		
City/Town:	<u>New Britain</u>	State:	<u>CT</u> Zip Code: <u>06053</u>
4. Date of Property Transfer:	<u>December 19, 1995</u>		
5. Certifying Party (as referenced in Forms III & IV):	<u>The Torrington Company</u>		
6. Payor:	<u>The Torrington Company</u>		
Mailing Address:	<u>59 Field Street</u>		
City/Town:	<u>Torrington</u>	State:	<u>CT</u> Zip Code: <u>06790</u>
Phone:	<u>(203) 626-2535</u>		
7. Fee Paid:			
Form I \$	<u>                    </u>	Form III Initial Fee \$	<u>2,000.00</u>
Form II \$	<u>                    </u>	Form IV Initial Fee \$	<u>                    </u>



STATE OF CONNECTICUT  
 DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 79 ELM STREET  
 HARTFORD, CT 06106-5127

RECEIVED  
 DEC 27 1995

WATER MANAGEMENT  
 PERMITTING, ENFORCEMENT  
 ADMINISTRATION DIVISION

Property Transfer Program - Form III

Complete all sections. Form III means a written certification signed by a certifying party on a form prescribed and provided by the Commissioner, which certification states that (A) a discharge, spillage, uncontrolled loss, seepage or filtration of hazardous waste has occurred at the Parcel or the environmental conditions at the Parcel are unknown, and (B) that the person signing the certification agrees to investigate the Parcel and to remediate the Parcel in accordance with the Remediation Standard Regulations, Sections 22a-133k and 22a-133q of the Regulations of Connecticut State Agencies (RCSA).

Section A: General Establishment Information

1. EPA (RCRA) ID No.: CT043039528

2. Type of transfer: Transfer of Ownership

3. Owner of Establishment (If corporation, the full exact name as registered with the Connecticut Secretary of State):  
 Name: The Torrington Company  
 Mailing Address: 59 Field Street  
 City/Town: Torrington State: CT Zip Code: 06790  
 Business Phone: (860) 626-2535 Direct ext. \_\_\_\_\_ Fax: (860) 496-3642  
 Contact Person: Mr. Robert T. Boyd Title: Vice President

4. Operator of Establishment (name of business which exists/existed on-site which meets/met the definition of establishment. If corporation, give the full exact name as registered with the Connecticut Secretary of State):  
 Name: The Torrington Company  
 Mailing Address: 59 Field Street  
 City/Town: Torrington State: CT Zip Code: 06790  
 Business Phone: (860) 626-2535 Direct ext. \_\_\_\_\_ Fax: (860) 496-3642  
 Contact Person: Mr. Robert T. Boyd Title: Vice President

5. Property Owner (as appears in land records):  
 Name: The Torrington Company  
 Mailing Address: 59 Field Street  
 City/Town: Torrington State: CT Zip Code: 06790  
 Business Phone: (860) 626-2535 Direct ext. \_\_\_\_\_ Fax: (860) 496-3642  
 Contact Person: Mr. Robert T. Boyd Title: Vice President

6. Description in Property Deed:  
 Recorded on page 256 & of volume 828 & of the town of New Britain land records, as lot 1 & 48  
 block \_\_\_\_\_ on map 372 & in the town of New Britain Tax Assessor's Office.  
461

7. A map of the property location must be submitted with this form.

2/25

Section B:

Indicate the Reason Why a Form III is Being Submitted:

Suspected releases of wastes resulting from historical site. Operations documented in ECAF

Section C: Certification

An establishment located at 37 Booch Street New Britain, CT.  
(street) (town)

is being transferred on 12 / \_\_\_ / 95 by The Torrington Co. to City of New Britain  
(Date) (Transferor) (Transferee)

"As the certifying party, I certify that, to the extent necessary to minimize or mitigate a threat to human health and the environment, I agree to investigate the Parcel and to remediate the Parcel in accordance with the remediation standards. I agree to contain, remove or abate pollution, potential sources of pollution and substances in soil or sediment which pose an unacceptable risk to human health or the environment.

I have personally examined and am familiar with the information submitted in this document and certify that based upon a reasonable investigation, including inquiry of those individuals immediately responsible for obtaining the information, the submitted information is true, accurate, and complete. I am aware that if I knowingly submit false information or fail to comply with the provisions of Connecticut General Statute Sections 22a-134 to 22a-134e as amended by PA 95-183, I may be subject to a forfeiture of up to \$100,000. I am aware that the transferee must be notified of the environmental condition of the site."

Certifying Party, as defined in PA 95-183. (This must be signed by an individual, responsible corporate officer, or partner in a partnership, as applicable):

*Robert T. Boyd* December 13 1995  
Signature of Certifying Party Date signed

Robert T. Boyd Vice President, General Counsel  
Name of Certifying Party (print or type) Title

59 Field Street Torrington CT. 06790  
Mailing Address City/Town State Zip

Seller Transferor Phone # 860/626-2535  
Relationship to transfer

STATE OF CONNECTICUT }  
 COUNTY OF LITCHFIELD } ss. Torrington  
(Town)

The foregoing was subscribed to and sworn to before me this 13th day of December, 1995, by Robert T. Boyd

*Patricia A. Sgrillo* Patricia A. Sgrillo  
(Signature of Notary Public) (Name of Notary Public)

My commission expires April 30, 1999

Section D:

This document was received by me on 12 / 19 / 95 as the transferee. (This must be signed by an individual, a responsible corporate officer, or partner for a partnership, as applicable.)

City of New Britain  
 By: *Lucian J. Pawlak* December 19, 1995  
 Signature of Transferee Lucian J. Pawlak, Mayor Date signed  
 City of New Britain Mayor

Name of Transferee (print or type) Title  
27 West Main Street, New Britain, CT. 06051  
 Mailing Address City/Town State Zip

City of New Britain Phone # (860) 826-3300  
 Representing

STATE OF CONNECTICUT )  
 ) ss. New Britain  
 COUNTY OF HARTFORD ) (Town)

The foregoing was subscribed to and sworn to before me this 19th day of  
December, 199 95, by Lucian J. Pawlak, acting as Mayor of  
the City of New Britain.

*[Signature]* *ROD D. RUBINSTEIN*  
 (Signature of Notary Public) (Name of Notary Public)  
 Commissioner of the Superior Court Commissioner of the Superior Court  
 My commission expires \_\_\_\_\_

Section E:

This document was received by me on 1 / 1 / 95 as the transferor. (This must be signed by an individual, a responsible corporate officer, or partner for a partnership, as applicable.)

*Robert T. Boyd* Dec 13, 1995  
 Signature of Transferor Date signed  
Robert T. Boyd Vice President, General Counsel  
 Name of Transferor (print or type) Title  
59 Field Street Torrington, CT. 06790  
 Mailing Address City/Town State Zip

The Torrington Company Phone # 860/626-2535  
 Representing

STATE OF CONNECTICUT )  
 ) ss. Torrington  
 COUNTY OF LITCHFIELD ) (Town)

The foregoing was subscribed to and sworn to before me this 13th day of  
December, 199 5, by Robert T. Boyd

*Patricia A. Sgrillo* Patricia A. Sgrillo  
 (Signature of Notary Public) (Name of Notary Public)  
 My commission expires April 30, 1999

This form is prescribed and provided by the CT Department of Environmental Protection (DEP).  
 The DEP does not certify that the information submitted in this form is correct.

Section F: Form of Acknowledgement (This pertains to the certifying party)

For Individual or Partnership:

STATE OF CONNECTICUT	}	ss. _____
COUNTY OF _____	}	(Town)
The undersigned officer, personally appeared _____ known to me (or satisfactorily (Name of individual(s) or partner)		
proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.		
The foregoing was subscribed to and sworn to before me this _____ day of _____, 199____, by _____		
_____ (Signature of Notary Public)	_____ (Name of Notary Public)	
My commission expires _____		

For a Corporation:

STATE OF CONNECTICUT	}	ss. <u>Torrington</u>
COUNTY OF <u>LITCHFIELD</u>	}	(Town)
The undersigned officer, personally appeared <u>Robert T. Boyd</u> who acknowledged himself to (Name of officer)		
be the <u>Vice President</u> of <u>The Torrington Company</u> a corporation, and that he, as such (Title of officer) (Name of corporation)		
<u>Vice President</u> being authorized so to do, executed the foregoing instrument for the purposes (Title of officer)		
therein contained, by signing the name of the corporation by himself as <u>Vice President</u> (Title of officer)		
The foregoing was subscribed to and sworn to before me this <u>13th</u> day of <u>December</u> , 199 <u>5</u> , by <u>Robert T. Boyd</u>		
<u>Patricia A. Sgrillo</u> (Signature of Notary Public)	<u>Patricia A. Sgrillo</u> (Name of Notary Public)	
My commission expires <u>April 30, 1999</u>		

THE FACE OF THIS DOCUMENT CONTAINS AN ARTIFICIAL FLEET LOGO WATERMARK - HOLD AT AN ANGLE TO VIEW

1197565

Cashier's Check



Remitter E.A. MICHALIK & LYNCH

FLEET BANK, N.A.  
HARTFORD, CONNECTICUT 06183

DEC 20 1995

6187 119

PAY TO THE ORDER OF \$ \*\*\*\*\*2,000.00  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
OPERATIONAL EXPENSES

*E.A. Michalik*  
SIGNATURE

SIGNATURE

\* SIGNATURE REQUIRED IF OVER \$1,000

⑆ 1197565⑆ ⑆ 01190057⑆ 0040623504⑆

*OK*



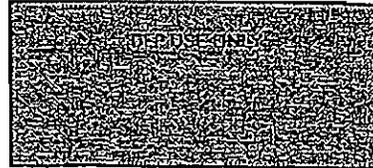
STATE OF CONNECTICUT  
 DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 BUREAU OF WATER MANAGEMENT  
 PERMITTING, ENFORCEMENT & REMEDIATION DIVISION  
 79 ELM STREET, HARTFORD, CT 06106-5127

RECEIVED  
 DEC 27 1995

Environmental Condition Assessment Form **WATER MANAGEMENT PERMITTING, ENFORCEMENT & REMEDIATION DIVISION**

Please complete this form in accordance with the instructions (DEP-PERD-PTP-INS-200). Print or type unless otherwise noted. Use an addendum page if necessary.

Please enter a check mark if addendum sheets are attached.



Part I: Site Information

1. Name of site: Torrington Company - Fafnir Bearing Plant  
 Street Address or Description of Location: 37 Booth Street  
 City/Town: New Britain State: CT Zip Code: 06053

2. EPA ID# CTD 043039528 DEP-WPC # NA

3. Fill in the name of the business/person submitting this form:  
 Name: The Torrington Company  
 Mailing Address: 59 Field Street  
 City/Town: Torrington State: CT Zip Code: 06790  
 Business Phone: ( 860-626-2535 ) ext. \_\_\_\_\_ Fax: ( 860-496-3642 )  
 Authorized Representative: Robert T. Boyd Title: Vice President and General Counsel

4. Fill in the name of the person who will serve as primary contact for the CT DEP:  
 Firm: The Torrington Company  
 Mailing Address: 59 Field Street  
 City/Town: Torrington State: CT Zip Code: 06790  
 Business Phone: ( 860-626-2090 ) ext. \_\_\_\_\_ Fax: ( 860-496-3660 )  
 Primary Contact: Dave Sordi Title: Environmental Engineer

5. Fill in the name of the owner of the site, if different from the name and address in item 3 above:  
 Name: Same as No. 3 above.  
 Mailing Address: \_\_\_\_\_  
 City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Business Phone: (    ) ext. \_\_\_\_\_ Fax: (    )  
 Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

**Part II: Site History, Waste Management History (cont.)**

B. List any release areas or potential release areas on the site, and for each describe the nature of the release, the date and estimated duration of the release, and an estimated volume of the release. For each release area or potential release area indicate whether the area has been investigated or remediated.

See addendum.

**Part III: Environmental Setting**

1. Ground Water - Ground-water classification: GB

a. Is the ground water on the site used for drinking water , agricultural uses , or industrial purposes  ?

b. What is the distance from the site to the nearest off-site well, other than a monitoring well?  
.ND

c. Is the site within the zone of contribution of a public water supply well? Yes  No

2. Surface Water - Surface-water classification: A

a. Identify the nearest down-gradient surface-water body: Piper Brook

b. What is the distance from site to the nearest surface water: 1 mile

3. Public Utilities

a. Is public water provided to the site? Yes  No

Is public water unavailable to any developed area surrounding the site? Yes  No

b. Is the site connected to municipal sewers? Yes  No

c. Are or have on-site septic system(s) been used at the site? Yes  No

If yes, dates in use: NA

4. Describe the land use on the site and in the area surrounding the site. Identify any sensitive land uses within 1/2 mile of the site?

See addendum.

Part III: Environmental Settings (cont.)

5. Provide a brief geologic and hydrogeologic summary of the site and surrounding area:

See addendum.

Part IV: Environmental Assessment

1. Field Investigation/ Environmental Assessment:

a. Data performed: Phase 1 12/88 Phase 2 7/89 Phase 3 NA

b. Potential release areas (#): Identified 4 Tasted 2 Release detected ?

2. Soil Investigation:

a. How many of soil samples were screened/analyzed?

Waste 0 / 0 Shallow soil 9 / 0 Soil >2' deep 30 / 8

b. What techniques were used to investigate soil?

Soil gas survey  Other surveys screening with a PhotoVac.PID.

Subsurface sampling techniques hollow stem auger borings, split spoon soil sampling, rock coring

3. Ground Water Investigation

a. How many samples of ground water and how many rounds of sampling were used in the investigation? 57 samples (see addendum)

b. How many monitoring wells were used to investigate the ground water? 19

For each well list the well number, type of well, and geologic unit that the well is screened in or open to. Use an addendum sheet, if necessary. (Refer to instructions)

See addendum.

c. How many other types of wells were used? Provide the type and address for each well.

NA

d. Is the extent of each ground-water plume resulting from releases at the site fully characterized? Yes  No

e. What techniques were used to investigate the ground water?

Ground water quality testing  Pump testing  Geophysical logging

Other techniques slug tests

4. Indicate phases of environmental assessment completed to date:

Investigation  Remedial design  Remediation  Monitoring  see addendum

**Part V: Contaminants in the Environment**

1. Contaminated Soil or Wastes on the Site - List the contaminant codes for substances detected in waste or soil on the site and for each contaminant the highest concentration detected: (Note where not applicable "NA" or not determined "ND")

- a. Waste or waste residue: NA
- b. Soil: See addendum.

2. Contaminated Ground Water Resulting from Releases on the Site - List the contaminant codes for substances detected in ground water and for each contaminant the highest concentration detected: (Note where not applicable "NA" or not determined "ND")

- a. Ground water in overburden on-site: See addendum.
- b. Ground water in overburden off-site: ND
- c. Ground water in bedrock on site: See addendum.
- d. Ground water in bedrock off-site: ND

3. Contaminated Surface Water Resulting from Releases on the Site - List the number of surface water samples taken; contaminant codes for substances detected resulting from releases on the site; and for each contaminant the highest concentration detected.

NA

4. Non-Aqueous Phase Liquids (NAPL) - Describe whether NAPLs resulting from a release at the site are present or potentially present in the following settings:

- a. Are NAPLs present in the unsaturated zone? Yes  No  Potentially   
Product(s): \_\_\_\_\_
- b. Are NAPLs present in unconsolidated material below the water table?  
Yes  No  Potentially   
Product(s): \_\_\_\_\_
- c. Are NAPLs present in the bedrock below the water table? Yes  No  Potentially   
Product(s): \_\_\_\_\_

5. Briefly describe the extent and distribution of contaminated soil/waste, ground water, surface water and/or NAPLs resulting from releases on the site.

See addendum.

**Part V: Contaminants in the Environment (cont.)**

6. List for each release area the codes for contaminants of concern, and for each contaminant the following: the number of samples in which the contaminant was detected / the maximum and mean concentrations of the contaminant / and depth at which the maximum concentration was detected: (Check box if an addendum table is used )

Provide site name, address and town from Part I, Item 1: The Torrington Company -  
Fafnir Bearing Plant, 37 Booth Street, New Britain, CT

Release Area	Contaminants of concern tested	Contaminants in soil/waste	Contaminants in groundwater	Contaminants in surface water
See addendum.				



## **Addenda for ECAF**

Site: Torrington Company - Fafnir Bearing Plant  
Address: 37 Booth Street  
New Britain, CT  
Date: December 14, 1995

### Part 1.6.

HRP Associates, Incorporated  
167 New Britain Avenue  
Plainville, CT 06062  
(860)793-6899, Fax (860) 793 6871  
Michael R. Ainsworth, Project Manager / Robert Leach, Associate Vice President  
Preparation of ECAF

Maguire Group Incorporated  
1 Court Street  
New Britain, CT  
Preparation of Phase I Site Assessment (12/88); Groundwater Quality Assessment  
(7/89) and Remediation Plan Design (7/89)

Dames and Moore  
63 Hayward Avenue  
Colchester, CT 06415  
(860)537-9033, Fax (860)537-9019  
Gregory W. Gardner, Associate  
Reviewed Scope of Study; site visit; meeting with CT DEP staff

Tri-S  
25 Pinney Street  
Ellington, CT 06029  
(860)875-2110, Fax (860) 875-8587  
Michael S. Zambruski  
Asbestos and wood block flooring removal and disposal

Clean Harbors  
20 Stanford Drive  
Farmington, CT 06032  
(860)674-0361  
Brian J. House, Operations Manager  
Underground tank removal

Franklin Environmental Services  
329 Chamberlain Highway  
Meriden, CT 06450  
(203) 630-2472  
Denise Borys, Accounts Manager  
Removal of duct work and sludge

### Addenda for ECAF

Site: Torrington Company - Fafnir Bearing Plant  
Address: 37 Booth Street  
New Britain, CT  
Date: December 14, 1995

#### Part II.1.

This facility has had manufacturing use dating back to 1880. Fafnir Bearing established a ball bearing manufacturing plant at the site in 1911. Expansion and growth at the plant can be traced by dates of construction shown for various buildings (refer to Figures 2 and 3 for building locations). The site has historically been known as Textron, Fafnir Bearing Division of Textron, and Torrington Company. The SIC code for the site is 3562-machinery-ball & roller bearings. Torrington Company purchased the site from Textron in 1985. The building has been unoccupied since 1988. Processes that have been conducted by Torrington Company include grinding, honing, tumbling, heat treating (no-CN), plating (Cd, Cu, and Ag, black oxide, and chromating), cleaning (alkaline cleaners, varsol sprayers, acids, TCA dip tanks, steam, freon dip tanks and acetone), pickling (sulfuric and phosphoric), etching and forging.

<u>Building No.</u>	<u>Construction Date</u>	<u>Building No.</u>	<u>Construction Date</u>
1	1903-1914	28B	1951
2	1880-1949	29	1929
3	1908	30	---
3A	---	31	---
4	1907-1942	32	---
5	1903	33	1940
6	1904	34	1940
7	---	40	1941
8	1923	42	1941
12	1935	43	---
12A	1966	44	---
12 ext	1966	45	1947
16	1909	45B	1948
18	1915	46	1951
19	1918	48	1951
20	1918	49	1951
27	1925	50	---
28	1929	51	---
28A	1941	52	1966

## Addenda for ECAF

Site: Torrington Company - Fafnir Bearing Plant  
 Address: 37 Booth Street  
 New Britain, CT  
 Date: December 14, 1995

### Part II.2.

<u>Substance</u>	<u>Storage/Remarks</u>	<u>Disposal</u>
Trichloroethane (TCA)	stored in drums	ND
Freon	small quantities mixed with TCA	ND
Waste Oil	2-5,000 gallon tanks (1-UST, 1-AGT)	ND
Water Soluble Oil	pumped from central system	ND
Varsol	stored in drums	ND
Acids (HCL, H <sub>2</sub> SO <sub>4</sub> )	ND	to sewer
Alkaline Detergent	ND	to sewer
Acetone	ND	evaporates
Grinding Sludge	NA	dumpster
Tumbling sludge and detergent	NA	waste to sewer
Varsol Filtrate (metal fines)	NA	dumpster to landfill
nickel	carboys	disposed of off-site
silver	ND	reclaimed
cadmium	ND	to sewer
copper	ND	to sewer
aloxide	ND	to sewer
lime	ND	to sewer

### Bulk Storage Tanks

(refer to Figures 2 and 3 for tank locations)

Heating Oil #6	stored in UST #A1 - abandoned
Heating Oil #4	stored in UST's #B2, B3, C4 - all removed
Hydraulic Oil	stored in UST's #B5, B6, L15, M16, N17 - removed
Stoddard Solvent	stored in UST's #D7, H11, O18 - removed
Fuel Oil #2	UST's E8, F9
Fuel Oil #2	UST #G10 - removed
Mineral Oil	UST #I12 - removed
Rust Oil	UST J13 - removed
Paraffin Oil	UST K14 - removed
Kerosene	UST P9, Q20 - removed

### Addenda for ECAF

Site: Torrington Company - Fafnir Bearing Plant  
Address: 37 Booth Street  
New Britain, CT  
Date: December 14, 1995

#### Part II.4.

Action Type: Order of the Water Resources Commission, Connecticut Department of Environmental Protection (CT-DEP)  
Date: 3/16/70  
Number: 835  
Party: Fafnir Bearing Company  
Purpose: Eliminate discharge to Piper Brook and assure adequate pretreatment of wastewaters discharged to sanitary sewer  
Status: ND

Action Type: CT-DEP Order  
Date: 2/10/77  
Number: 2163  
Party: Fafnir Bearing Company  
Purpose: remove all clean water discharges from sewer system and direct them to an acceptable water course, assure adequate treatment of wastewaters, and assure adequate pretreatment of oil laden wastewater to sewer system.  
Status: appealed on 3/3/77; Consent Agreement (7/25/83); Modified Consent Agreement (10/14/86, no. 4456).

Action Type: Notice of Violation, CT-DEP  
Date: 6/29/84  
Number: NV 139 - hazardous waste storage violation  
Party: Fafnir/Torrington Company.  
Purpose: ND  
Status: revoked (10/20/89) due to plant closure

### Addenda for ECAF

Site: Torrington Company - Fafnir Bearing Plant  
Address: 37 Booth Street  
New Britain, CT  
Date: December 14, 1995

#### Part II. 5.

Date: 3/4/87  
Material: waste oil  
Quantity: 200-300 gallons

Date: 2/26/88  
Material: #6 fuel oil  
Quantity: 200 to 2,000 gallons

Date: 6/7/88  
Material: oil  
Quantity: ND

#### Part II. 8.

There are two known releases on-site in the following areas: the courtyard area and Building 28a. There are two recognized potential release areas on-site; the area of former underground storage tanks (USTs) B2, B3, B4, B5, B6 and C4; and the area of former USTs E8, F9, and G10.

##### Courtyard Area

The area of former USTs J12, J13, K14, L15, M16, N17, O18, P19, Q20 is located between buildings No. 27, 28 and 29. All USTs in this area have been removed. Some limited soil sampling has been performed in the area. Contaminants are believed to have entered the subsurface by means of a tank or its piping failure. The date, duration and volume of the release are unknown.

##### Building #28A

The extent and volume of contaminants entering the subsurface from this area are unknown. Four soil samples indicate the presence of metals (Cadmium, Copper, Nickel, Lead, and Chromium) in the subsurface soils.

Two other UST areas on-site have been identified as potential release areas because of the former presence of multiple underground storage tanks. However, no soil sampling has been performed in these areas. Because of historical site use, the potential exists for other release areas on-site. Further investigations will be required to address this issue.

### **Addenda for ECAF**

**Site:** Torrington Company - Fafnir Bearing Plant  
**Address:** 37 Booth Street  
New Britain, CT  
**Date:** December 14, 1995

#### **Part III. 4.**

The site is zoned for industrial use. Nearby zoning (within 1/2 mile) includes residential and commercial land and public parks. Sensitive land uses within 1/2 mile (refer to site map, Figure 1) include two parks and one public school.

#### **Part III. 5.**

The subsurface geology on the site and in the immediate vicinity is classified according to published USGS maps as bedrock of the East Berlin formation overlain by unconsolidated materials, predominantly well-graded fine sand and silt. The East Berlin formation is described as a "micaceous, feldspathic to arkosic interbedded fine-grained sandstone, siltstone and silty shale...thickness unknown but may be 600 feet thick". USGS surficial geology mapping of the New Britain Quadrangle classifies the unconsolidated material overlying bedrock as ground moraine with some areas of artificial fill.

Based upon the previous investigations conducted on-site, bedrock ranges in depth from 10 feet below grade in the central portion of the site to 30 feet below grade in the south east corner. Groundwater flow has also been identified as being southerly with a hydraulic gradient of 0.066 ft/ft. Ground water resides in both the unconsolidated deposits and in bedrock.

### Addenda for ECAF

Site: Torrington Company - Fafnir Bearing Plant  
 Address: 37 Booth Street  
 New Britain, CT  
 Date: December 14, 1996

#### Part IV. 3.a.

TABLE 3					
WATER QUALITY SAMPLING DATES					
Phase 1 Monitoring Wells			Phase 2 Monitoring Wells		
Date Sampled	Well(s) Sampled	Laboratory Tests	Date Sampled	Well(s) Sampled	Laboratory Tests
Jan. 24, 1989	MW-1, MW-2, MW-5, MW-6, MW-7, MW-8, MW-9	Metals Phenols EPA Method 8010 EPA Method 8020	Feb. 28, 1989	MW-12, MW-13, MW-14, MW-15	PCB's Metals Phenols Oils and Grease EPA Method 8010
Jan. 25, 1989	MW-1, MW-2, MW-5, MW-6, MW-7, MW-8, MW-9	Oils and Grease PCB's	Mar. 1, 1989	MW-10, MW-11, MW-16, MW-17, MW-18, MW-19, MW-20	PCB's
Jan. 26, 1989	MW-4	Metals Phenols Oils and Grease EPA Method 8020 PCB's	Mar. 1, 1989	MW-10, MW-16	Metals Phenols EPA Method 8010
Feb. 9, 1989	MW-2, MW-4, MW-5, MW-6, MW-7, MW-8, MW-9	Metals Phenols Oils and Grease EPA Method 8010 EPA Method 8015 EPA Method 8020	Mar. 1, 1989	MW-18, MW-19, MW-20	Metals Phenols Oils and Grease
Feb. 27, 1989	MW-1, MW-2, MW-4, MW-5, MW-6, MW-7, MW-8, MW-9	Oils and Grease	Feb. 28, 1989	MW-12, MW-13, MW-14, MW-15	EPA Method 8010 EPA Method 8020 Phenols Metals PCB's
Feb. 27, 1989	MW-6	EPA Method 8010 EPA Method 8020 Metals Phenols PCB's Oils and Grease	Mar. 1, 1989	MW-10, MW-11, MW-16, MW-17, MW-18, MW-18	EPA Method 8010 EPA Method 8020 Phenols Metals PCB's

### Addenda for ECAF

Site: Torrington Company - Fafnir Bearing Plant  
 Address: 37 Booth Street  
           New Britain, CT  
 Date: December 14, 1995

#### Part IV. 3.b.

all wells are constructed of 2 Inch PVC.

<u>Well ID</u>	<u>Screened Interval (ft)</u>	<u>Unit Screened</u>	<u>Depth to Water (ft)</u>
MW-1	15 - 25	rock	23.4
MW-2	23.5 - 33.5	rock	18.95
MW-4	23 - 33	rock	11.55
MW-5	22 - 32	rock	8.2
MW-6	7.5 - 17.5	unconsolidated and rock	7.55
MW-7	14 - 24	rock	15.85
MW-8	5 - 15	rock	14.3
MW-9	7 - 12	unconsolidated	14.1
MW-10	8.5 - 13.5	rock	6.7
MW-11	2.5 - 7.5	rock	2.7
MW-12	7 - 12	rock	3.35
MW-13	12 - 22	rock	12.7
MW-14	7.5 - 17.5	rock	7.6
MW-15	9 - 19	rock	11.2
MW-16	16.5 - 21.5	unconsolidated and rock	11.6
MW-17	10 - 20	unconsolidated and rock	11.8
MW-18	10 - 20	unconsolidated	11.25
MW-19	12 - 22	rock	9.05
MW-20	19.25 - 29.25	unconsolidated	19.6

#### Part V. 1. b.

<u>Constituent</u>	<u>Concentration</u>	<u>Constituent</u>	<u>Concentration</u>
Cd	32 mg/l	Cr	2100 mg/l
Cu	260 mg/l	Pb	1900 mg/l
Ni	180 mg/l	Ba	70 mg/kg
PCB's	8.3 mg/kg	12DCA	3800 mg/kg
111TCA	10000 mg/kg	11DCA	2500 ug/kg
11DCE	860 ug/kg	112TCA	1200 ug/kg
TCE	3700 ug/kg	PCE	57 ug/kg
TL	3600 ug/kg	EBZ	8 ug/kg
XYL	160 ug/kg	MC	660 ug/kg
11DCE	860 ug/kg		

### Addenda for ECAF

Site: Torrington Company - Fafnir Bearing Plant  
Address: 37 Booth Street  
New Britain, CT  
Date: December 14, 1995

#### Part V. 2. a.

<u>Constituent</u>	<u>Concentration</u>	<u>Constituent</u>	<u>Concentration</u>
Ba	1.39 ppm	Cr	0.04 ppm
Pb	0.06 ppm	Hg	0.011 ppm
Ag	0.01 ppm	Oil & Grease	900 ppm
trichlorofluoroethane	1 ppb	BZ	13 ppb
trichlorofluoromethane	2108 ppb	PCE	14 ppb
11DCA	2316 ppb	111TCA	9168 ppb
12DCA	131 ppb	11DCE	1578 ppb
T12DCE	313 ppb	TCE	61 ppb

#### Part V. 2. c.

<u>Constituent</u>	<u>Concentration</u>	<u>Constituent</u>	<u>Concentration</u>
Ba	1.49 ppm	Cr	0.04 ppm
Pb	0.48 ppm	Hg	0.069 ppm
Se	0.01 ppm	Ag	0.03 ppm
Oil & Grease	3742 ppm	TL	12 ppb
CFM	37 ppb	phenols	0.034 ppm
Chloroethane	440 ppb	11DCA	904 ppb
111TCA	1824	112TCA	13 ppb
112DCA	40 ppb	11DCE	694 ppb
T12DCE	895 ppb	TCE	13 ppb
PCE	45 ppb	BZ	14
XYL	1330 ppb	EBZ	14 ppb
dichloromethane	65 ppb		
trichlorofluoromethane	1683 ppb		
dichlorofluoromethane	190 ppb		

### Addenda for ECAF

Site: Torrington Company - Fafnir Bearing Plant  
Address: 37 Booth Street  
New Britain, CT  
Date: December 14, 1995

#### Part V. 5

- There is insufficient information (8 samples in two areas) to characterize soil contamination on the site.
- Heavy petroleum staining (NAPL) was observed during UST removal in the courtyard area. However, this soil was removed. Other soil borings did not reveal the presence of NAPL in the subsurface.
- There is no surface water on or near the site.
- Groundwater is known to be contaminated in most of the site wells. The full extent of contamination has not been determined.

#### Part V. 6

Courtyard Area - Area of former UST's J12, J13, K14, L15, M16, N17, O18, P19, Q20, located between buildings No. 27, 28 and 29.

It is believed that four samples of soil removed from the site were analyzed. The depths of the samples are not known.

Contaminants of Concern Tested: EPA Method 8240 (Volatile Organics) and  
EPA Method 1310 (EP Toxicity Metals)

#### Contaminants in Soil (# of samples / Max. / Mean Concentration)

12DCA (3 / 1000 ppm / 334.6 ppm)  
111TCA (4 / 10000 ppm / 2.5 ppm)  
11DCA (2 / 2500 ppb / 180 ppb)  
MC (1 / 660 ppb / 660 ppb)  
11DCE (1 / 860 ppb / 860 ppb)  
TCE (3 / 3700 ppb / 1258 ppb)  
PCE (2 / 57 ppb / 56 ppb)  
112TCA (2 / 1200 ppb / 605 ppb)  
TL (3 / 3600 ppb / 1210 ppb)  
EBZ (1 / 8 ppb / 8 ppb)  
XYL (2 / 160 ppb / 102 ppb)  
Ba (1 / 70 ppm / 70 ppm)  
Pb (1 / 60 ppm / 60 ppm)  
PCB's (1 / 8.3 ppm / 8.3 ppm)

### Addenda for ECAF

Site: Torrington Company - Fafnir Bearing Plant  
Address: 37 Booth Street  
New Britain, CT  
Date: December 14, 1995

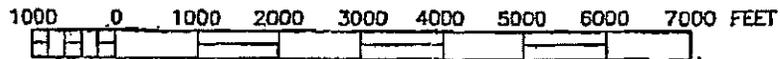
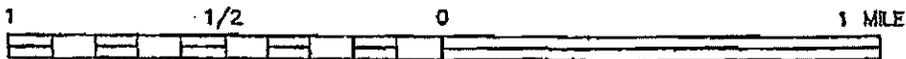
#### Interior Building #28A

Four soil samples were obtained from this area. The data is summarized as follows:

<u>Constituent</u>	<u># of samples</u>	<u>Max. Concentration</u>	<u>Mean Concentration</u>
Ag	0	0	0
Cd	4	32 mg/l	11 mg/l
Cr	4	2100 mg/l	541 mg/l
Ni	4	180 mg/l	59 mg/l
Pb	2	190 mg/l	108 mg/l
Cu	4	260 mg/l	97 mg/l
Cyanide	0	0	0



SCALE 1 : 24000



CONTOUR INTERVAL 10 FEET

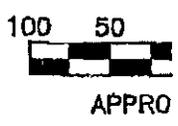
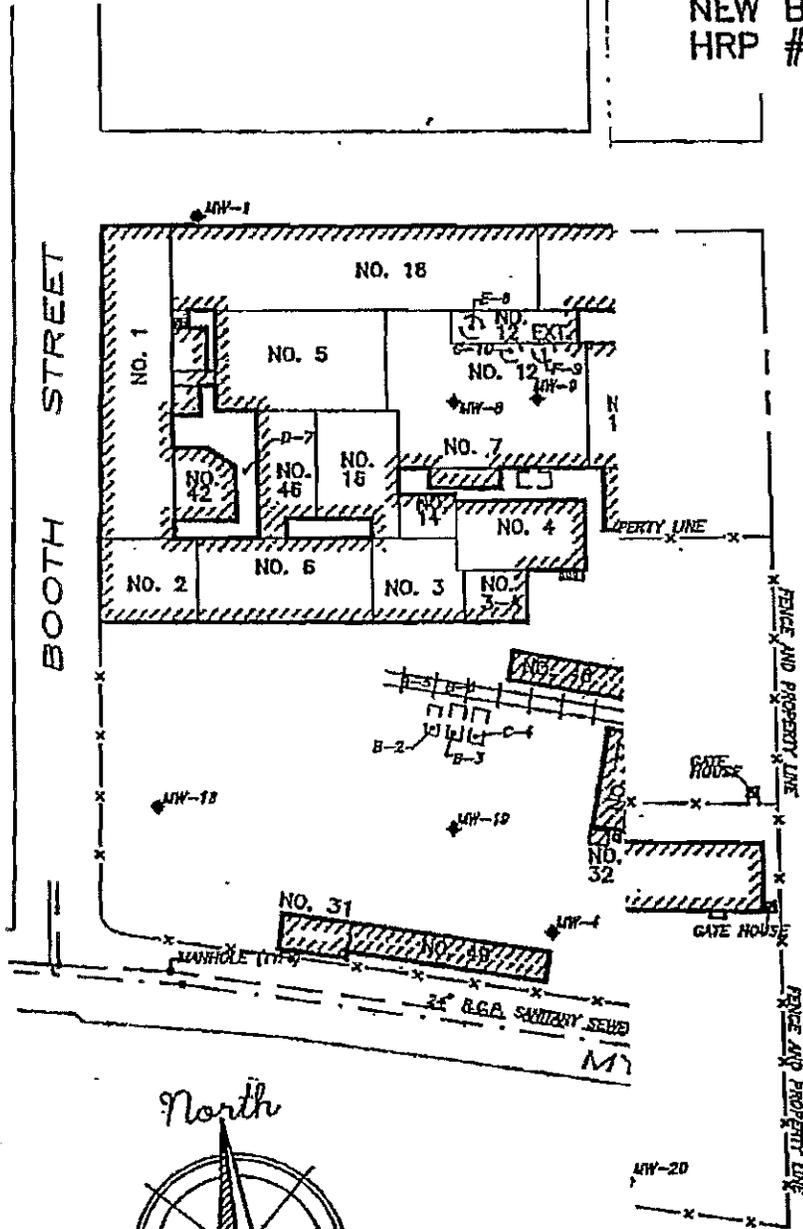


USGS MAP: NEW BRITAIN QUAD  
 REFERENCE: ECAF SITE MAP  
 LONGITUDE: 072°47'25"  
 LATITUDE: 40°40'13"

FIGURE 1  
 SITE LOCATION  
 TORRINGTON COMPANY—  
 FAFNIR BEARING PLANT  
 37 BOOTH STREET  
 NEW BRITAIN, CONNECTICUT  
 DECEMBER 13, 1995

HRP  
 ASSOCIATES, INC

FIGURE 2  
 SITE PLAN  
 THE TORRINGTON COMPANY  
 FAFNIR BEARING DIVISION  
 NEW BRITAIN, CONNECTICUT  
 HRP #TOR0033.P1

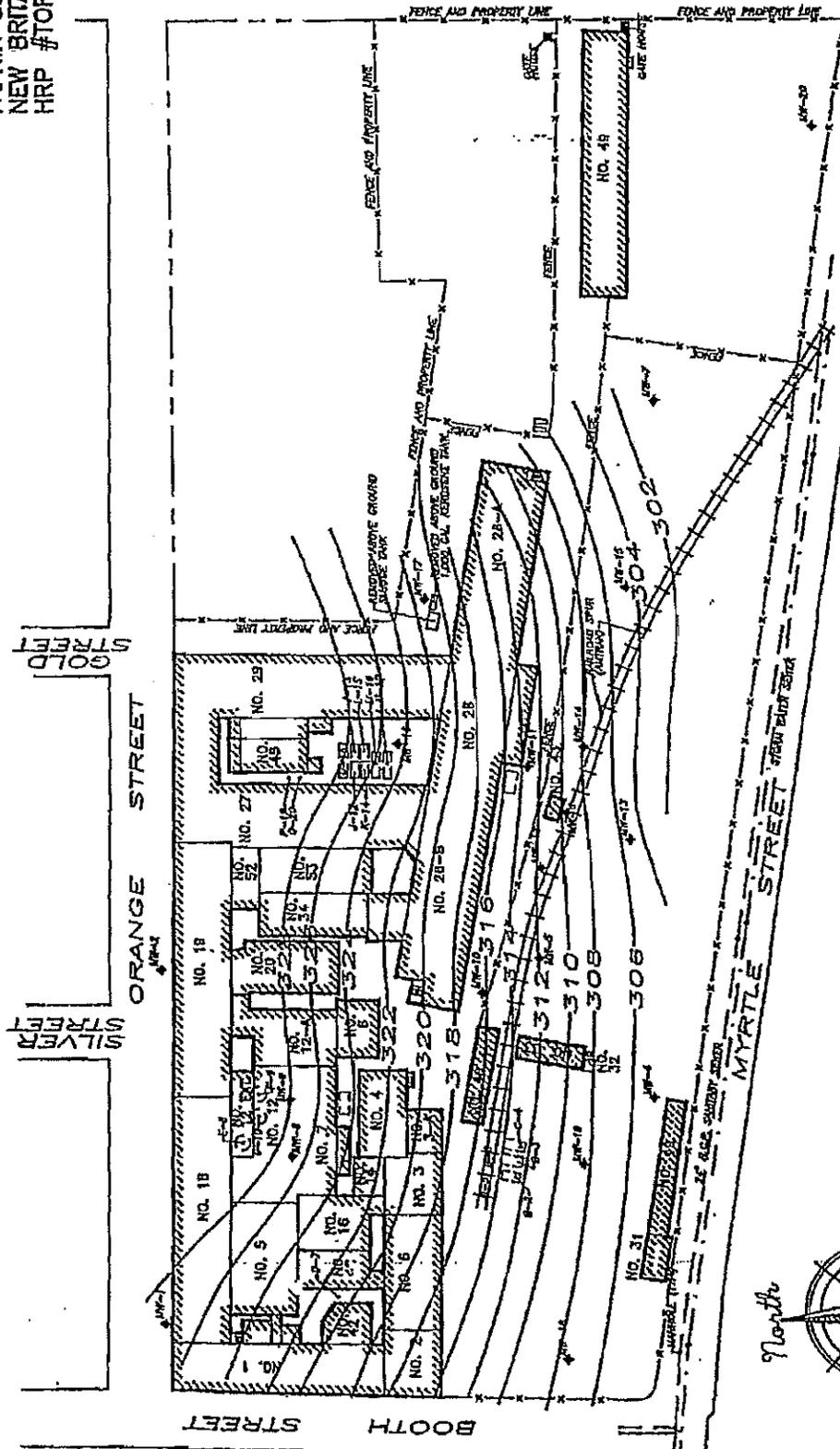


**HRP**  
**ASSOCIATES, INC.**  
 167 New Britain Avenue  
 Plainville, CT 06052  
 (860) 793-6899  
 FAX: (860) 793-6871

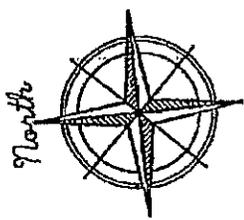
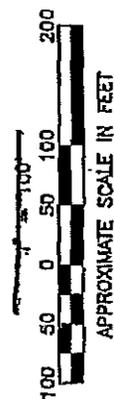
033P1\11X17S (B)

FIGURE 3  
 GROUND WATER C.  
 THE TORRINGTON  
 FAFAIR BEARING D.  
 NEW BRITAIN, CON.  
 HRP #TOR0033.P1

HRP  
 ASSO  
 187 New  
 Plainville  
 (8)  
 FA' 8

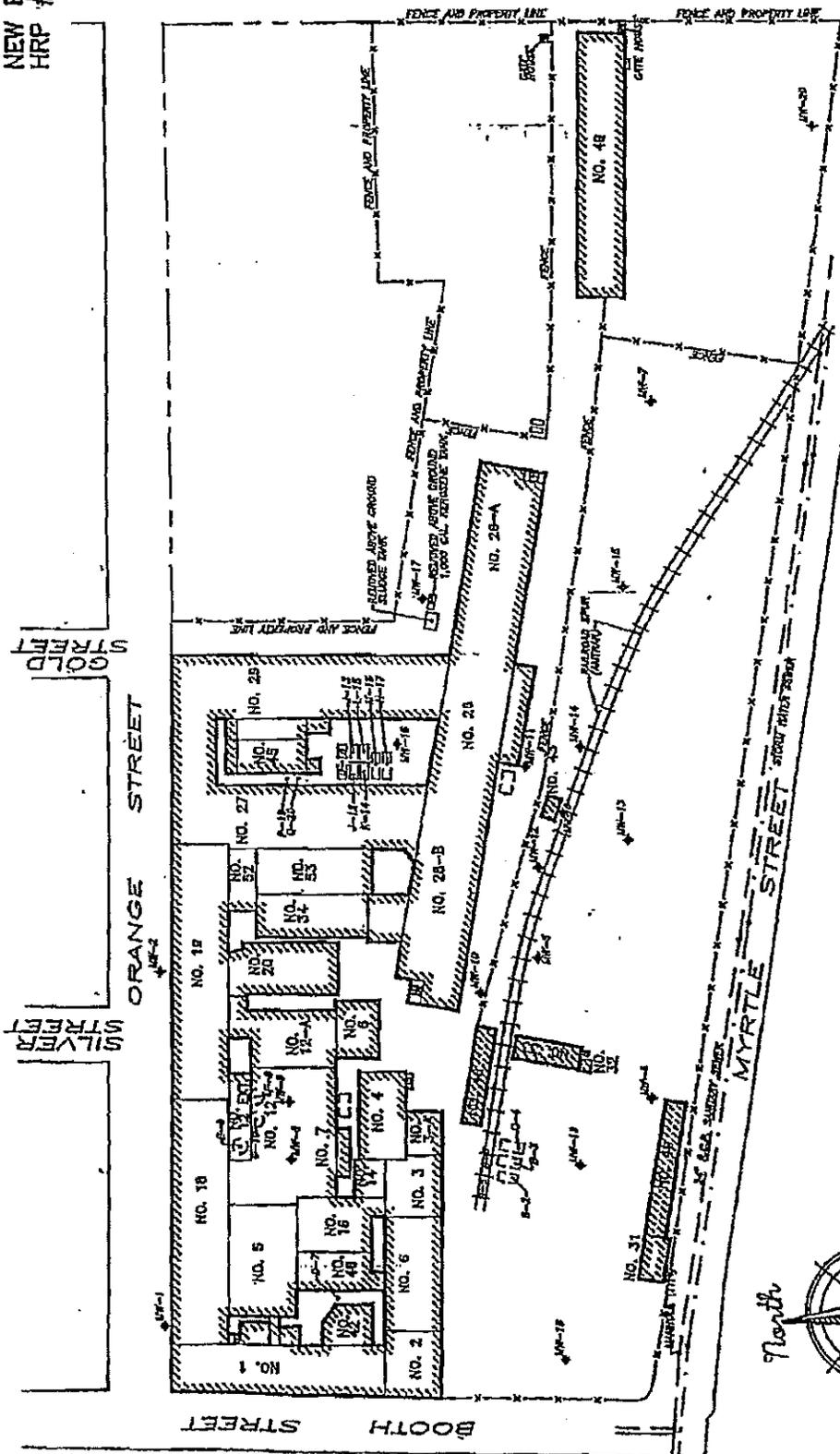


TOR0033P1X1X1X7S 69



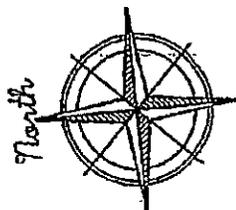
REPROD

FIGURE 2  
 SITE PLAN  
 THE TORRINGT  
 FAFNIR BEARIN  
 NEW BRITAIN, CT  
 HRP #TOR0033



**HRF**  
**ASSOC**  
 167 New  
 Plainville,  
 CT  
 FAX: (860) 231-1111

THREESPANIXITS CD



APPROXIMATE SCALE IN FEET  
**REINCED**



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

## *Environmental Program Fact Sheet*

---

### Property Transfer Program

---

#### Program Overview

The Property Transfer Program, administered by the Bureau of Waste Management, requires the disclosure of environmental conditions when certain real properties and/or businesses ("establishments") are transferred. When an establishment is transferred, one of four Property Transfer Forms must be executed and a copy of the form must be filed with the department. When transferring an establishment where there has been a release of a hazardous waste or a hazardous substance, the party signing the Property Transfer Form certification agrees to investigate the parcel and remediate pollution caused by any release of a hazardous waste or hazardous substance from the establishment.

It is important to note that in all transfers, an investigation of the parcel is required in accordance with prevailing standards and guidelines. When transferring a business that meets the definition of establishment, any pollution caused by any release of a hazardous waste or a hazardous substance from the business operation must be considered to determine the appropriate form to file.

When transferring real estate that meets the definition of an establishment, the environmental condition of the entire parcel needs to be evaluated to determine the appropriate form to file.

#### Authorizing Statutes

Sections 22a-134 through 22a-134e of the Connecticut General Statutes (CGS), are commonly known as "the property transfer law." (It is very important to refer to the Connecticut General Statutes revised to January 1, 2003 in conjunction with House Bill 6806.)

#### Guidance

A "Transfer Act Site Assessment Guidance Document" and a draft "Site Characterization Guidance Document" are available. These documents provide guidance regarding what the department would consider "an investigation performed in accordance with prevailing standards and guidelines".

#### Who Must Comply?

Whenever an establishment is transferred, the parties involved in the transfer must comply with the property transfer law. You should carefully review the definitions in CGS Section 22a-134, particularly the definitions of "establishment" and "transfer of establishment", to accurately determine the applicability of the property transfer law to the subject transaction. A transfer generally refers to any change in ownership of the real properties and/or businesses, which meet the definition of establishment.

**Who Must Comply? (cont.)**

Establishment means *any real property at which or any business operation from which:* (A) on or after November 19, 1980, there was generated, except as the result of remediation of polluted soil, groundwater or sediment, 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.

**Required Documents**

Property Transfer Forms (*Forms I, II, III, IV, Environmental Condition Assessment Form (ECAAF) and verification forms including a Form IV verification*) are provided by the Property Transfer Program. The filing must be on an original or photocopied form prescribed by the commissioner.

Complete a *Property Transfer Program - Form I (DEP-PERD-PTP-201)* when no release of hazardous waste or a hazardous substance has occurred at the establishment being transferred or when no release of a hazardous waste has occurred at the establishment and any release of a hazardous substance has been remediated in accordance with the remediation standards. Any person submitting a Form I shall simultaneously submit an ECAAF (DEP-PERD-PTP-200).

Complete a *Property Transfer Program - Form II (DEP-PERD-PTP-202)* when a discharge, spillage, uncontrolled loss, seepage or filtration of hazardous waste or a hazardous substance has occurred at the establishment, but a cleanup has been completed and approved in writing by the commissioner or has been verified pursuant to CGS Sections 22a-133x, 22a-133y or 22a-134a by a Licensed Environmental Professional (LEP) to have been performed in accordance with the remediation standards. A Form II may be filed if a Form IV verification was previously submitted to the commissioner and since the date of the submission of the Form IV, no releases of a hazardous waste or a hazardous substance has occurred at the establishment. Written documentation of the commissioner's approval or written LEP verification must accompany the submission of the Form II.

Complete a *Property Transfer Program - Form III (DEP-PERD-PTP-203)* when a discharge, spillage, uncontrolled loss, seepage or filtration of hazardous waste or a hazardous substance has occurred at the establishment that has not been fully remediated or the environmental conditions at the establishment are unknown. The person signing the Form III certification agrees to investigate the parcel and remediate pollution caused by any release of a hazardous waste or a hazardous substance from the establishment in accordance with the remediation standards. The statute does not require completion of remediation before the establishment is transferred. Any person submitting a Form III shall simultaneously submit a completed ECAAF.

**Required Documents  
(cont.)**

**Complete a *Property Transfer Program - Form IV (DEP-PERD-PTP-204)*** when there has been a discharge, spillage, uncontrolled loss, seepage or filtration of hazardous waste or a hazardous substance on the establishment, and all actions to remediate any pollution caused by any release at the establishment have been taken in accordance with the remediation standards *except* postremediation monitoring, natural attenuation monitoring or the recording of an environmental land use restriction. The person or persons signing the Form IV must agree, in accordance with the representations made in the form, to conduct postremediation monitoring or natural attenuation monitoring in accordance with the remediation standard regulations, and must further certify that if further investigation or remediation are necessary, to perform further actions to investigate the establishment in accordance with prevailing standards and guidelines and to remediate the establishment in accordance with the remediation standards. Any person submitting a Form IV shall simultaneously submit a completed ECAF.

**ECAF**

The ECAF is a form prescribed and provided by the commissioner, prepared under the supervision of a LEP, and executed by the certifying party as defined pursuant to CGS Section 22a-134(6) which defines the environmental conditions at the parcel.

**Fees**

*The fee structures for forms filed after 10/01/95 (as amended by HB 6806 effective 8/20/03) are as follows:*

*Form I filing fee is \$300.00, and is due in full upon filing.*

*Form II filing fee is \$1,050.00, except when a site was remediated pursuant to CGS Section 22a-133x and the commissioner approved a cleanup within three years of the transfer, in which case the fee is the same as for a Form III pursuant to CGS Section 22a-134e(n). The appropriate Form II fee is due in full upon filing.*

*Form III filing fees:*

*Initial fee due upon filing is \$3,000.00*

*Form III total filing fee is dependent on whether the DEP or an LEP approves the cleanup. If an LEP verifies the cleanup, no subsequent fee is due. If the commissioner approves the cleanup, the *subsequent* fee is based on the cost of cleanup (COC) and is due prior to the commissioner's issuance of his final approval of the remediation.*

\$	0	if COC is < \$	25,000
\$	1,500	if COC is ≥ \$	25,000 and < \$ 50,000
\$	3,750	if COC is ≥ \$	50,000 and < \$ 100,000
\$	18,000	if COC is ≥ \$	100,000 and < \$ 500,000
\$	27,000	if COC is ≥ \$	500,000 and < \$1,000,000
\$	31,500	if COC is ≥ \$	1,000,000

*Form IV filing fees:*

*Initial fee due upon filing is \$3,000.00*

*The *subsequent* fee for a Form IV is fifty percent (50%) of the Form III fees listed above, depending on the total cost of cleanup, and is due prior to the commissioner's issuance of his final approval.*

**Program Procedures**

Within 90 days of his receipt of a Form I or Form II, the commissioner shall notify the transferor whether the Form I or Form II is complete or incomplete. Within 30 days of his receipt of a Form III or Form IV, the commissioner shall notify the certifying party whether the form is complete or incomplete. Within 45 days of his receipt of a complete Form III or IV, the commissioner shall notify the certifying party in writing whether review and approval of the remediation by the commissioner will be required, or whether a LEP may verify that the remediation has been performed in accordance with the remediation standards.

**Mailing and Contact  
Address**

All Forms I, (with ECAF) II, III (with ECAF), or IV (with ECAF), any supporting documents as applicable, and fee payment should be mailed or hand delivered to: *(this is for fee processing)*

**CENTRAL PERMIT PROCESSING UNIT, 1<sup>st</sup> FLOOR  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
79 ELM STREET  
HARTFORD, CT 06106-5127**

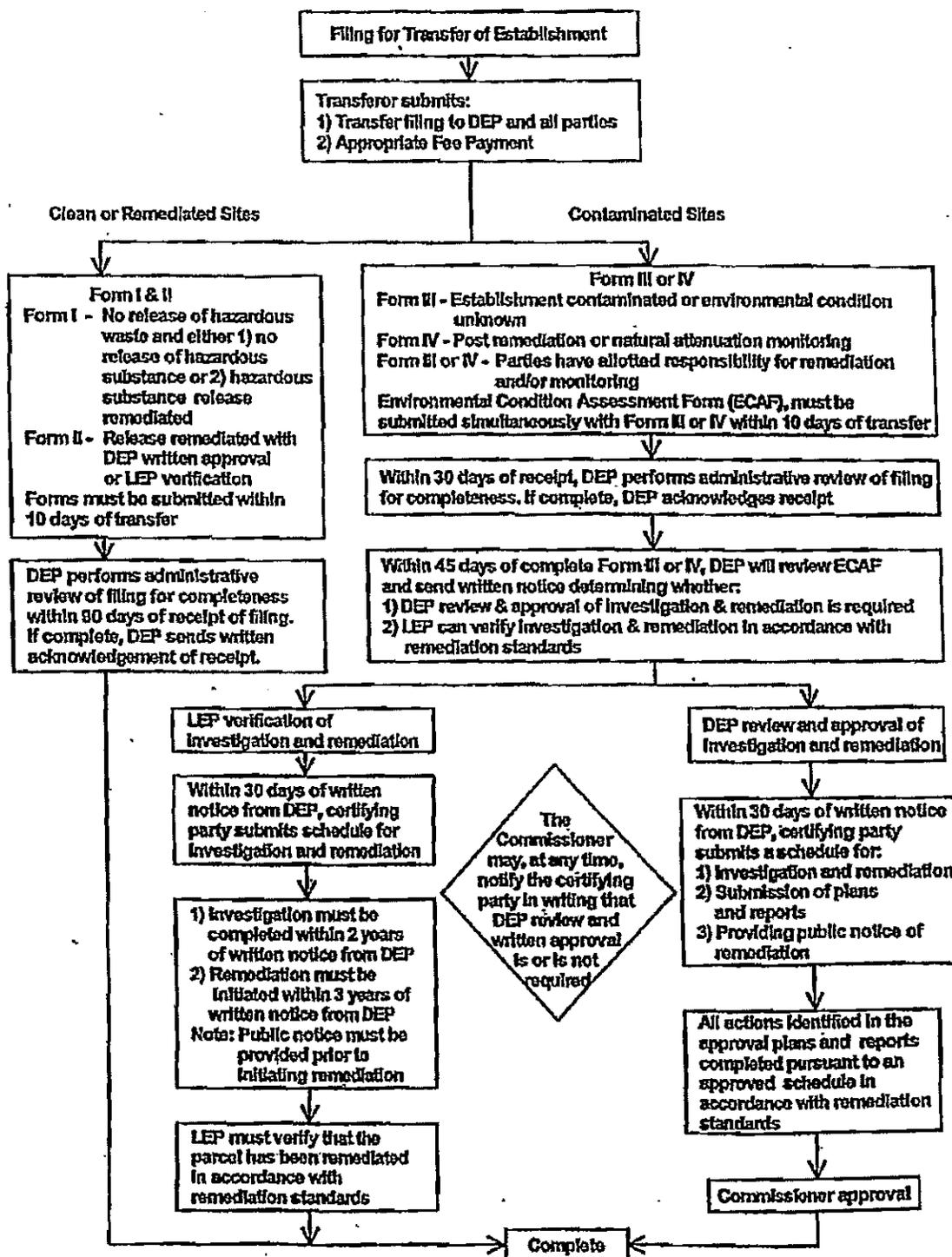
*All subsequent correspondence or subsequent reports should be mailed to:*

**REMEDICATION SECTION, 2<sup>ND</sup> FLOOR  
BUREAU OF WASTE MANAGEMENT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
79 ELM STREET  
HARTFORD, CT 06106-5127**

**Property Transfer Program phone number: 860-424-3705.**

This overview is designed to answer general questions and provide basic information. You should refer to the appropriate statutes for the specific language. It is your responsibility to comply with all applicable laws. The information contained in this fact sheet is intended only to acquaint you with the property transfer program and does not constitute the department's interpretation of the applicable laws.

**Process for Filing Pursuant to  
CGS Section 22a-134a as Amended by P. A. 01-204**



APPROVALS



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



December 14, 2001

Vice President/Secretary  
The Torrington Company  
59 Field Street  
Torrington, CT 06790

Attention: Robert T. Boyd

BUREAU WATER MANAGEMENT

SITE NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TOWN \_\_\_\_\_

FILE TYPE \_\_\_\_\_

APPROVAL

Re: "Remedial Action Report, Western Portion of Site and Site-Wide Groundwater Monitoring Program, Former Fafair Bearing Division, New Britain, CT," dated November 19, 2001.

The Bureau of Water Management has reviewed the report titled "Remedial Action Report, Western Portion of Site and Site-Wide Groundwater Monitoring Program, Former Fafair Bearing Division, New Britain, CT," (the "Report") dated November 19, 2001. The Eastern Remedial Report was prepared by HRP Associates, Inc. on behalf of the Torrington Company.

The Report presents the results of the soil remediation and proposes a post-remediation groundwater monitoring program for both the west and east portions of the former Fafair site. In addition, the Report proposes to record an Environmental Land Use Restriction on the land records.

The above referenced Report is hereby approved.

Nothing in this approval shall affect the Commissioner's authority to institute any proceeding, or take any action to prevent or abate pollution, to recover costs and natural resource damages, and to impose penalties for violations of law. If at any time the Commissioner determines that the approved actions have not fully characterized the extent and degree of pollution or have not successfully abated or prevented pollution, the Commissioner may institute any proceeding, or take any action to require further investigation or further action to prevent or abate pollution. This approval relates only to pollution or contamination identified in the above referenced Report.

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

(Printed on Recycled Paper)

79 Elm Street • Hartford, CT 06106-5127

An Equal Opportunity Employer • <http://dep.state.ct.us>

Celebrating a Century of Forest Conservation Leadership

1901 2001

Robert T. Boyd  
Page 2

If you have any questions pertaining to this matter, please contact Peter Hill of my staff at (860) 424-3912.

Sincerely,

*Elsie B. Patton*

Elsie B. Patton  
Assistant Director  
Permitting, Enforcement and  
Remediation Division  
Bureau of Water Management

EBP:pgh

cc: Edward J. Moriarty, Frank E. Downes Construction Company, Inc.  
Carl U. Mueller, The Maquire Group Connecticut, Inc.  
Dave Sordi, The Torrington Company  
Robert H. Leach, HRP Associates, Inc.  
Kim Maiorano, DEP  
Chet Camarata

Sent Certified Mail 7001 0360 0003 0794 5957  
Return Receipt Requested

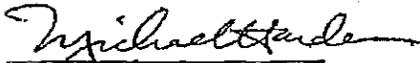


Robert T. Boyd

Page 2

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

If you have any questions pertaining to this matter, please contact Peter Hill of my staff at (860) 424-3912.



Michael N. Harder

Director

Permitting, Enforcement and

Remediation Division

Bureau of Water Management

MJH:pgh

cc: Edward J. Moriarty, Frank E. Downes Construction Company, Inc.  
Carl U. Mueller, The Maquire Group Connecticut, Inc.  
Dave Sordí, The Torrington Company  
Robert H. Leach, HRP Associates, Inc.,  
Kim Maiorano, DEP

Sent Certified Mail

Return Receipt Requested



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



September 28, 1999

The Torrington Company  
59 Field Street  
Torrington, Connecticut 06790

Attention: Mr. Jack Healy

Re: Sampling, screening and reuse plan for stockpiled soil  
Former Fafair Bearing Site  
Booth Street  
New Britain, CT

*APPROVAL*

The Permitting, Enforcement and Remediation Division of the Bureau of Water Management has reviewed the September 2, 1999 letter from HRP Associates, Inc. submitted on behalf of the Torrington Company (the "Letter"). The Letter presents a plan for the screening, sampling and analysis of stockpiled rock, concrete and soil at the above referenced site. The Letter also presents a plan for the reuse of rock, concrete and soil at the above referenced site which meets both the industrial direct exposure criteria and GB pollutant mobility criteria.

The above referenced Letter is hereby approved.

Nothing in this approval shall affect the Commissioner's authority to institute any proceeding, or take any action to prevent or abate pollution, to recover costs and natural resource damages, and to impose penalties for violations of law. If at any time the Commissioner determines that the approved actions have not fully characterized the extent and degree of pollution or have not successfully abated or prevented pollution, the Commissioner may institute any proceeding, or take any action to require further investigation or further action to prevent or abate pollution. This approval relates only to pollution or contamination identified in the above referenced Letter.

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

If you have any questions pertaining to this matter, please contact Peter Hill of my staff at (860) 424-3912.

Michael J. Harder  
Director  
Permitting, Enforcement and  
Remediation Division  
Bureau of Water Management

MJH:pgh

cc: Mike Ainsworth HRP, Associates, Inc.  
Chester Camarata, DECD  
Ed Moriarty, Frank Downes Company  
Carl Mueller, Maguire Group

(Printed on Recycled Paper)  
79 Elm Street • Hartford, CT 06106 - 5127

<http://dep.state.ct.us>

An Equal Opportunity Employer



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



March 19, 1997

Robert T. Boyd  
Vice President/Secretary  
The Torrington Company  
59 Field Street  
Torrington, CT 06790

SITE NAME Fafnir Bearings  
ADDRESS Booth St  
TOWN NEW BRITAIN  
FILE TYPE PEND EOP

RE: Revised Schedule for  
Investigation & Remediation  
Former Torrington Company Fafnir Bearing Plant  
37 Booth Street  
New Britain, Connecticut

Dear Mr. Boyd:

The Permitting, Enforcement & Remediation Division of the Bureau of Water Management has reviewed your letter to me dated February 26, 1996 which presents a proposed schedule for the investigation and remediation of the above referenced site. The proposed schedule was submitted in conjunction with the Form III certification received by the Department on December 27, 1995 pursuant to Section 22a-134a of the Connecticut General Statutes, as amended by Section 2(e) of Public Act 95-183.

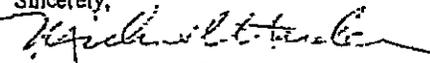
The February 26, 1996 proposed schedule includes a schedule for investigating and remediating the parcel; submitting to the Commissioner technical plans, technical reports, and progress reports related to such investigation and remediation; and providing public notice of the remediation prior to the initiation of such remediation in accordance with Section 2(j) of PA 95-183.

The above referenced proposed schedule is hereby approved in compliance with Section 2(i) of PA95-183.

Nothing in this approval shall affect the Commissioner's authority to institute any proceeding, or take any action to prevent or abate pollution, to recover costs and natural resource damages, and to impose penalties for violations of law. If at any time the Commissioner determines that the approved actions have not fully characterized the extent and degree of pollution or have not successfully abated or prevented pollution, the Commissioner may institute any proceeding, or take any action to require further investigation or further action to prevent or abate pollution.

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

If you have any questions pertaining to this matter, please contact Peter Hill of my staff at (860) 424-3912.

Sincerely,  
  
Michael J. Harder, Director  
Permitting, Enforcement and  
Remediation Division  
Bureau of Water Management

MJH:ph

cc: Dave Sordi, The Torrington Company  
Kim Maiorano

Sent Certified Mail  
Return Receipt Requested

STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



December 23, 1997

The Honorable Lucian J. Pawlak  
Mayor  
City of New Britain  
27 West Main St  
New Britain, CT 06050

SITE NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TOWN \_\_\_\_\_  
FILE TYPE \_\_\_\_\_

RE: Concrete chip sampling and analysis at former wet transformer locations and the former plating room.

Former Torrington Company Fafnir Plant  
37 Booth Street  
New Britain, Connecticut

Dear Mayor Pawlak:

The Permitting, Enforcement & Remediation Division of the Bureau of Water Management of the Department of Environmental Protection (the "Department") has reviewed the reports titled "Wet Transformer Concrete Chip Sample Analysis and Results," dated November 26, 1997 and "Materials Testing Results/Disposition, Fafnir Booth Street Project, New Britain, CT," dated October 7, 1997 (the "Reports"). The Reports were prepared by the Maguire Group Connecticut, Inc. on behalf of the City of New Britain. The Reports describe the results of the investigation that was proposed in the work plan titled "Final Scope of Study for Soil Investigation, Former Torrington Company, Fafnir Bearing Division Facility, Booth Street, New Britain, Connecticut," dated April 2, 1997, and approved the Department on April 16, 1997.

The Reports describe the results of concrete chip sampling and analysis at the former locations of wet transformers and at the former plating room at the above referenced site. In addition, the Reports describe the sampling and analysis of other building materials at the above referenced site.

The above referenced Reports are hereby approved.

Nothing in this approval shall affect the Commissioner's authority to institute any proceeding, or take any action to prevent or abate pollution, to recover costs and natural resource damages, and to impose penalties for violations of law. If at any time the Commissioner determines that the approved actions have not fully characterized the extent and degree of pollution or have not successfully abated or prevented pollution, the Commissioner may institute any proceeding, or take any action to require further investigation or further action to prevent or abate pollution. This approval relates only to pollution or contamination identified in the above referenced Reports.

Lucian J. Pawlak, Mayor

Page 2

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

If you have any questions pertaining to this matter, please contact Peter Hill of my staff at (860) 424-3912.

Sincerely,



Michael J. Harder, Director  
Permitting, Enforcement and  
Remediation Division  
Bureau of Water Management

MJH:ph

cc:

Carl U. Mueller, The Maguire Group Connecticut, Inc.  
Edward J. Moriarty, Frank E. Downes Construction Company, Inc.  
Robert T. Boyd, The Torrington Company  
Dave Sordi, The Torrington Company  
Robert H. Leach, HRP Associates, Inc.  
Chester Camarata, State of Connecticut, DECD  
Kim Maiorano, DEP

Sent Certified Mail  
Return Receipt Requested



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



December 18, 1997

Robert T. Boyd  
Vice President/Secretary  
The Torrington Company  
59 Field Street  
Torrington, CT 06790

SITE NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TOWN \_\_\_\_\_  
FILE TYPE \_\_\_\_\_

RE: Soil and Ground Water Investigation  
Former Torrington Company Fafair Bearing Plant  
37 Booth Street  
New Britain, Connecticut

Dear Mr. Boyd:

The Permitting, Enforcement & Remediation Division of the Bureau of Water Management of the Department of Environmental Protection (the "Department") has reviewed the report titled "Report on Soil Investigation, Former Torrington Company, Fafair Bearing Division, Booth Street, New Britain, Connecticut," dated September 15, 1997 (the "Report") and the work plan titled "Revised Scope of Work for Additional Soil Investigations and Ground Water, Former Torrington Company, Fafair Bearing Division Facility, Booth Street, New Britain, Connecticut," dated December 11, 1997 (the "Work Plan"). The Report and the Work Plan were prepared by HRP Associates on behalf of the Torrington Company. The Report describes the results of the investigation that was proposed in the work plan titled "Final Scope of Study for Soil Investigation, Former Torrington Company, Fafair Bearing Division Facility, Booth Street, New Britain, Connecticut," dated April 2, 1997, and approved by the Department on April 16, 1997.

The Report describes the results of a soil investigation conducted at the above referenced property and recommends additional soil and groundwater investigation. The Work Plan proposes additional soil and groundwater investigation at the above referenced property.

The above referenced Report and Work Plan are hereby approved.

Nothing in this approval shall affect the Commissioner's authority to institute any proceeding, or take any action to prevent or abate pollution, to recover costs and natural resource damages, and to impose penalties for violations of law. If at any time the Commissioner determines that the approved actions have not fully characterized the extent and degree of pollution or have not successfully abated or prevented pollution, the Commissioner may institute any proceeding, or take any action to require further investigation or further action to prevent or abate pollution. This approval relates only to pollution or contamination identified in the above referenced Report and Work Plan.

December 18, 1997

Robert T. Boyd  
Page 2

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

If you have any questions pertaining to this matter, please contact Peter Hill of my staff at (860) 424-3912.

Sincerely,



Michael J. Harder, Director  
Permitting, Enforcement and  
Remediation Division  
Bureau of Water Management

MJH:ph

cc: Edward J. Moriarty, Frank E. Downes Construction Company, Inc.  
Carl U. Mueller, The Maquire Group Connecticut, Inc.  
Dave Sordi, The Torrington Company  
Robert Leach, HRP Associates, Inc.  
Kim Maiorano, DEP  
Chester. Camarata, DECD

Sent Certified Mail  
Return Receipt Requested

<b>SENDER:</b> • Complete Items 1 and/or 2 for additional services. • Complete Items 3, 4a, and 4b. • Print your name and address on the reverse of this form so that we can return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece below the article number. • The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.	
3. Article Addressed to: Robert T. Boyd Vice President/Secretary The Torrington Company 59 Field Street Torrington, CT 06790		4a. Article Number Z 062 653 563	
6. Received By: (Print Name) Robert T. Boyd		4b. Service Type <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD	
6. Signature (Addressee or Agent) X <i>Robert T. Boyd</i>		7. Date of Delivery 12-29-97	
		8. Addressee's Address (Only if requested and fee is paid)	



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



April 16, 1997

Robert T. Boyd  
Vice President/Secretary  
The Torrington Company  
59 Field Street  
Torrington, CT 06790

Re: Former Torrington Company Fafnir Bearing Plant, 37 Booth Street, New Britain, Connecticut

Dear Mr. Boyd:

The Property Transfer Program of the Permitting Enforcement and Remediation Division of the Bureau of Water Management has reviewed the work plan titled "Final Scope of Study for Soil Investigation, Former Torrington Company, Fafnir Bearing Division Facility, Booth Street, New Britain, Connecticut," dated April 2, 1997. The plan was prepared by HRP Associates, Inc. on behalf of The Torrington Company. The plan was submitted in conjunction with the filing of a Form III certification pursuant to Section 22a-134a(d) of the Connecticut General Statutes.

The plan proposes to investigate the extent and degree of soil contamination at the Former Torrington Company Fafnir Bearing Plant, 37 Booth Street, New Britain, Connecticut.

The above referenced plan is hereby approved.

Nothing in this approval shall affect the Commissioner's authority to institute any proceeding, or take any action to prevent or abate pollution, to recover costs and natural resource damages, and to impose penalties for violations of law. If at any time the Commissioner determines that the approved actions have not fully characterized the extent and degree of pollution or have not successfully abated or prevented pollution, the Commissioner may institute any proceeding, or take any action to require further investigation or further action to prevent or abate pollution. This approval relates only to pollution or contamination identified in the above referenced plan.

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

If you have any questions pertaining to this matter, please contact Peter Hill of my staff at (860) 424-3912.

Sincerely,

Michael J. Harder  
Director  
Permitting, Enforcement and Remediation Division  
Bureau of Water Management

MJH:ph

cc: David Sordi, The Torrington Company  
Carl Mueller, Maguire Group  
Ed Moriarty, Frank Downes Construction  
Kim Maiorano, CT DEP

Sent Certified Mail 1266 542 772 (Printed on Recycled Paper)  
Return Receipt Requested 79 Elm Street • Hartford, CT 06106 • 5127  
An Equal Opportunity Employer



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Environmental Program Fact Sheet

---

Environmental Land Use Restrictions

---

Purpose	An Environmental Land Use Restriction ("ELUR") is a binding agreement between a property owner and the Commissioner of the Connecticut Department of Environmental Protection which is recorded on the municipal land records. The purpose of an ELUR is to minimize the risk of human exposure to pollutants and hazards to the environment by preventing specific uses or activities at a property or a portion of a property. An ELUR is a tool which permits the remedial goals for a property to be dependant on the exposure risk associated with its use.
What an Environmental Land Use Restriction Does	The circumstances where an ELUR can be recorded are specified in the Remediation Standard Regulations. There are two major categories of Environmental Land Use Restrictions. The first type of ELUR restricts the use and activity of an entire property to industrial and commercial use. This allows remediation to be completed to the industrial commercial criteria. The second type of restrictions are specific restrictions that prevent the disturbance of inaccessible soil, the demolition of buildings which render soil environmentally isolated, the disturbance of an engineered control or the underlying polluted soil, the construction of a building over groundwater that exceeds the volatilization criteria for groundwater, and the use of groundwater for drinking or other domestic purposes at sites where it is impracticable to remediate groundwater. Because the ELUR is recorded on the land records, the requirements of the ELUR are binding on the present and future owners and occupants of the property unless a release from the ELUR is approved by the Commissioner. It is important to note that the action restricted or prohibited by an ELUR can be undertaken but only after notifying the DEP and obtaining a release from the ELUR in whole or in part.
Authorizing Statutes and Regulations	The Remediation Standard Regulations 22a-133k-1 through 22a-133k-3 of the Regulations of Connecticut State Agencies ("R.C.S.A.") define the circumstances where an ELUR may be used. Sections 22a-133n through 22a-133s of the Connecticut General Statutes (C.G.S.) include a description of subordination agreement requirements and waivers, the requirements for a certificate of title, ELUR recording requirements, and provisions for the enforcement of Environmental Land Use Restrictions. Section 22a-133q-1 of the R.C.S.A. include a description of the content of ELURs, approval requirements for ELURs, and ELUR recording requirements. Appendices 1 and 2 of Section 22a-133q-1 of the R.C.S.A. specifies the formats which are used to prepare a draft declaration of ELUR.
Who is Eligible	Only the owner of a parcel may record an ELUR after approval by the Commissioner. An owner of a parcel remediated pursuant to Section 22a-133y may record an ELUR approved by a Licensed Environmental Professional.
When Can an ELUR be Used	The specific circumstances where an ELUR can be used, in accordance with the Department's remediation standard regulations, are described below in Table 1.

## How To Record an ELUR

1. If required by 22a-133q-1(c) of the R.C.S.A., a notice of intent to record an ELUR must be published. A notice of intent to record an ELUR is not required if the sole purpose of the ELUR is to restrict the use of the property to industrial commercial activities and the municipal zoning already limits the use of the property to such use.
2. If the draft declaration of ELUR is to be submitted for the Commissioner's review and approval, a proposed draft declaration of ELUR must be prepared using the Form of ELUR presented in Appendix 1 to Section 22a-133q-1 R.C.S.A. If the ELUR is to be approved by a Licensed Environmental Professional ("LEP"), a proposed draft declaration of ELUR must be prepared using the Form of ELUR presented in Appendix 2 to Section 22a-133q-1 R.C.S.A.
3. When submitting a proposed draft declaration of ELUR to the Commissioner for review and approval the owner of the property must simultaneously submit:
  - A. The proposed draft declaration of ELUR;
  - B. The proposed decision document which describes 1) the location and type of pollutants present in soil or groundwater on or underlying the property or portion thereof which is the subject of the ELUR; 2) the provisions of the ELUR, including any limitations on the use of such property or portion thereof; and 3) the rationale for the ELUR, including an explanation of why such restriction is consistent with sections 22a-133k-1 through 22a-133k-3, inclusive, of the R.C.S.A.;
  - C. A summary of all comments received following publication of the notice described in item number one above and a brief response to each comment;
  - D. A class A-2 survey of the property or portion thereof which is subject to the proposed ELUR; and
  - E. A certified copy of the notice of intent, as published.
4. In order to ensure that the ELUR will be not be superceded by existing interests on the title of a property, all interests in the land which affect the ELUR must be irrevocably subordinated to the ELUR. However, the Commissioner may waive the requirement to obtain subordination agreements for interests in the land that are so minor as to be unaffected by the ELUR. The DEP recommends that requests for such waivers be submitted along with the draft ELUR. Such a request should include a complete description of all of the interests in the land for which waivers are being requested, the rationale of why a waiver is appropriate, and copies of the documents that describe both the nature and location of such interests. Please note that any interest in the land that does not receive a waiver must be irrevocably subordinated to the ELUR.
5. After the Commissioner's or LEP's approval of the proposed declaration of ELUR and the proposed decision document, the Grantor must, within seven days of receipt of such ELUR, simultaneously record the approved ELUR, and documents which demonstrate that each person holding an interest in the property or any part thereof, has irrevocably subordinated such interest to the ELUR on the land records of the City or Town where the property is located. Please note that such documents include, but are not limited to, subordination agreements and waivers from the requirement to obtain subordination agreements approved by the Commissioner.
6. After recording the approved ELUR, the Grantor must submit to the Commissioner, within seven days of receiving the approved ELUR, a certificate of title which certifies that each holder of an interest in the property subject to the ELUR has irrevocably subordinated such interest to the ELUR or the Commissioner has waived the requirement for interests that are so minor as to not affect the ELUR. Please note that such a certificate of title must also be submitted for ELURs approved by a LEP.

7. In accordance with 22a-133q-1 (j) of the R.C.S.A., after an ELUR has been recorded, the owner of the property shall send by certified mail, return receipt requested, a copy of the ELUR to: the chief administrative officer of the City or Town where the property is located, the chairman of the municipal planning, zoning, or planning and zoning commission, the local Director of Health, and any person who submitted comments on the ELUR. Please note copies of such letters must be submitted to the Department along with the Certificate of Title.

#### Releases from Environmental Land Use Restrictions

Releases from ELURs are routinely approved by the Department and have played a successful role both in the clean up and redevelopment of contaminated sites. The process for obtaining a release is presented in 22a-133o(d) of the C.G.S. ELURs can either be released in whole or in part. An ELUR may be released in whole once the site is fully remediated and an ELUR is no longer required to comply with the Remediation Standard Regulations 22a-133k-1 through 22a-133k-3 R.C.S.A. ("RSRs"). An ELUR may also be released in part for alterations to the site or for purposes of modifying the provisions of the ELUR. For example, a partial release from an ELUR may be requested when certain provisions of an ELUR are no longer needed, but other restrictions are still required for compliance with the RSRs. At the conclusion of the partial release of the ELUR, an ELUR will remain on the land records in order to satisfy the requirements of the RSRs. Please note that the formats for ELURs presented in both Appendix 1 and 2 of Section 22a-133q-1 R.C.S.A include provisions to suspend the ELUR in the event of an emergency.

For additional information please contact the Department at:

**Contact Address**

PERMITTING, ENFORCEMENT AND REMEDIATION DIVISION  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
79 ELM STREET  
HARTFORD, CT 06106-5127  
(860) 424-3705

This overview is designed to answer general questions and provide basic information. You should refer to the appropriate statutes and regulations for the specific language. It is your responsibility to comply with all applicable laws. The information contained in this fact sheet is intended only to acquaint you with environmental land use restrictions and does not constitute the department's interpretation of the applicable laws.

Bureau of Water Management  
February 2002

TABLE 1 - Environmental Land Use Restrictions

Reason for ELUR	Purpose	Restriction	Remediation Standard Regulations Citation
Remediate polluted soil (except for polychlorinated biphenyls) to the industrial commercial direct exposure criteria.	No residential activity. <i>This restriction allows for the use of the industrial commercial direct exposure criteria..</i>	No residential activity. <sup>1</sup>	22a-133k-2 (b) (2) (A)
Remediate polychlorinated biphenyls polluted soil to industrial commercial direct exposure criteria (for industrial substations or other restricted access locations as defined in 40 CFR 761.123).	No residential activity. <i>This restriction allows for the use of the industrial commercial direct exposure criteria.</i>	No residential activity. <sup>1</sup>	22a-133k-2 (b) (2) (B)
Prevent disturbance of polluted soil (except for polychlorinated biphenyls) which exceeds the direct exposure criteria but is inaccessible.	Prevent human exposure to soil which exceeds the direct exposure criteria.	Soil that exceeds the direct exposure criteria cannot be exposed as a result of excavation, demolition, or other activities and any pavement which is necessary to render such soil inaccessible shall be maintained in good condition..	22a-133k-2 (b) (3)
Exception to the Pollutant Mobility Criteria for Environmentally Isolated Soil.	Prevent infiltration of water through soil which exceeds the pollutant mobility criteria.	No demolition of the building or permanent structure which renders the soil environmentally isolated. No infiltration of water through the environmentally isolated soil.	22a-133k-2 (c) (4) (B)
Variance to use an engineered control.	Prevent disturbance of an engineered control.	Prevent activities which could disturb the engineered control or underlying polluted soil.	22a-133k-2 (f) (2) (B) (iv)
Remediation of a groundwater plume to the ind/comm volatilization criteria.	No residential activity. <i>This restriction allows for the use of the industrial commercial volatilization criteria for groundwater.</i>	No residential activity. <sup>1</sup>	22a-133k-3 (c) (2)
Remediation of soil vapor to ind/comm volatilization criteria.	No residential activity. <i>This restriction allows for the use of the industrial commercial volatilization criteria for soil vapor.</i>	No residential activity. <sup>1</sup>	22a-133k-3 (c) (3) (A)

Reason for ELUR	Purpose	Restriction	Remediation Standard Regulations Citation
Exemption from the volatilization criteria if no building exists over groundwater which exceeds the volatilization criteria.	Prevent construction of a building over groundwater which exceeds the volatilization criteria.	No building construction.	22a-133k-3 (e) (5) (A)
Variance for groundwater that is not technically practicable to remediate.	Protect human health by preventing the use or drinking of groundwater from the plume.	No use of the groundwater for drinking or domestic purposes.	22a-133k-3 (e) (2) (C)

Notes: 1 Generally, residential use restrictions should apply to the entire property.

2000



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

## *Environmental Program Fact Sheet*

---

### Covenant Not To Sue

---

<b>Purpose</b>	A covenant not to sue is an assurance that once a site is cleaned up to current standards, the Commissioner will not require any additional cleanup in the future. A covenant not to sue is a tool that allows redevelopment of contaminated properties without the risk of liability for historical contamination.
<b>What a Covenant Not to Sue does</b>	A covenant not to sue is an agreement by the Commissioner of the Connecticut Department of Environmental Protection not to require remediation or take any action against the holder of the covenant for contamination which was caused by a spill or other release on the property prior to the effective date of the covenant. The property must be remediated in accordance with the Department's Remediation Standard Regulations in effect on the effective date of the covenant, and any environmental land use restriction necessary to comply with the Remediation Standard Regulations must be recorded on the land records and complied with. The covenant not to sue is an agreement by the Commissioner not to require additional remediation in the future even if the remediation standards change. A covenant not to sue entered into pursuant to Section 22a-133aa of the Connecticut General Statutes also restricts the Commissioner from requiring additional remediation if previously unknown contamination resulting from a release predating the effective date of the covenant is later discovered. The Remediation Standard Regulations apply to soil and groundwater and consist of sections 22a-133k-1 through 22a-133k-3 and 22a-133q-1 of the Regulations of Connecticut State Agencies.
<b>Authorizing Statutes</b>	Connecticut General Statutes (CGS) Sections 22a-133aa and 22a-133bb. CGS Section 22a-133cc requires any person seeking a covenant not to sue to submit sufficient information to the Department to allow the Department to make the determinations required.
<b>Who is Eligible</b>	The Commissioner of the Department of Environmental Protection may enter into a covenant not to sue with a prospective purchaser of contaminated property, a current owner of contaminated property, or a lending institution to whom such prospective purchaser or owner has conveyed a security interest in such property. The Commissioner may also enter into a covenant not to sue with a successor of the holder of a covenant issued pursuant to CGS Section 22a-133aa. A covenant not to sue with a lending institution may be effective with respect to a successor in interest to the original lending institution. An entity responsible for causing the contamination is <u>not</u> eligible for a covenant not to sue.
<b>Information required</b>	A prospective purchaser or current owner requesting a covenant not to sue must demonstrate or certify that they did not cause the contamination, that they have no affiliation with the person who caused the contamination, that they will redevelop the property for productive use or will continue productive use of the property, and that the property has or will be remediated. For a covenant not to sue entered into under CGS Section 22a-133aa, either a detailed written plan to

**SCHEDULE E**

**City of New Britain Approval and Resolution**

**See Attached**

Sub. 3.

# RESOLUTION

Item # 29675-1 RE:

To His Honor, the Mayor, and the Common Council of the City of New Britain:  
the undersigned beg leave to recommend the adoption of the following:

WHEREAS, The City of New Britain site known as Smart Park I has been vacant for over ten (10) years; and

WHEREAS, The City of New Britain has a strong commitment to redevelopment and economic development, including job creation and Grand List growth; and

WHEREAS, Centerplan Development Company LLC is involved in a variety of industrial, residential and retail development projects and its development team has extensive experience in the development and construction of commercial real estate projects; and

WHEREAS, Centerplan Development Company LLC desires to purchase said property for the construction of a manufacturing facility; and

WHEREAS, Once this economic development project is completed, there will be over 225 new jobs created and significant tax revenue to the City of New Britain; and

WHEREAS, In order to successfully develop this project, Centerplan Development Company LLC has determined the parcels of land located at 263 Myrtle Street and 285 Myrtle Street, known as Smart Park Parcels A and B, are the most viable location to construct this project; and

WHEREAS, Centerplan Development Company LLC has offered to purchase from the City of New Britain these two parcels for a sale price of \$252,000.00; now, therefore, be it

RESOLVED, That Timothy T. Stewart, Mayor, be and hereby is authorized to execute on behalf of the City of New Britain a Purchase Agreement with Centerplan Development Company LLC, or its affiliate company, for the purchase of two parcels of real property located at 263 Myrtle Street and 285 Myrtle Street, known as Smart Park Parcels A and B and to execute any and all documents necessary for the conveyance of said property, including without limitation an Environmental Indemnity Agreement in the form attached hereto as Exhibit A, the waiver provisions of which shall also be included in the Purchase Agreement, at the sale price of Two Hundred Fifty-Two Thousand Dollars (\$252,000.00).

I hereby certify that the foregoing is  
A true copy of record in this office.

*Audrey Maloney, ASST.*  
Town & City Clerk - NEW BRITAIN

*Silvia J. Cruz*  
Aldewoman, Silvia J. Cruz  
Chair, Committee on Planning,  
Zoning and Housing

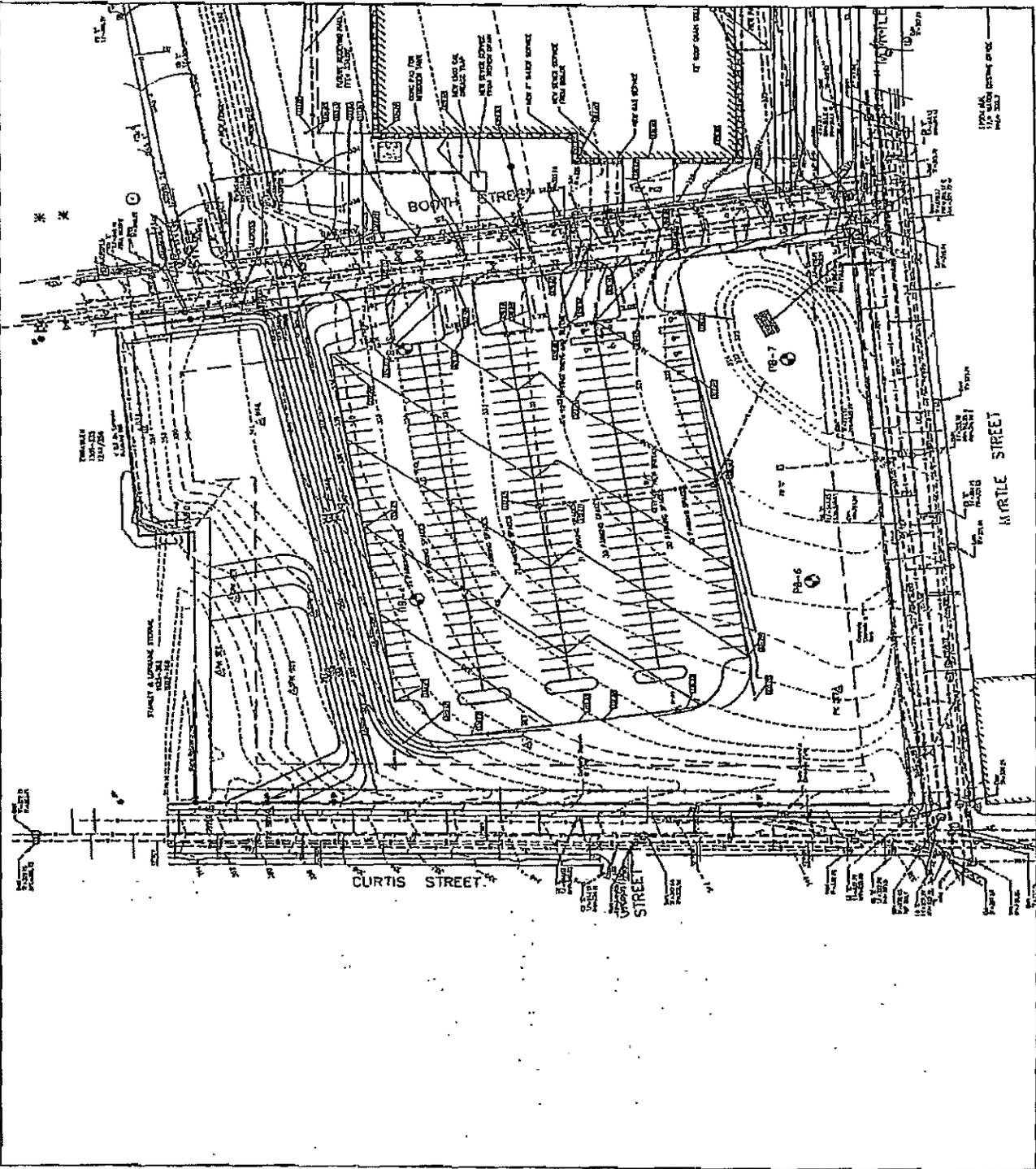
6-14-09  
Date

**SCHEDULE F**

**Conceptual Site Plan**



Trans Systems	
GOLDEN Myrtle Street, CT New Britain, CT	
SITE PLAN	
DATE: 25 JAN 07	SCALE: 1"=50'
C1.01	
SHEET 1 OF 2	



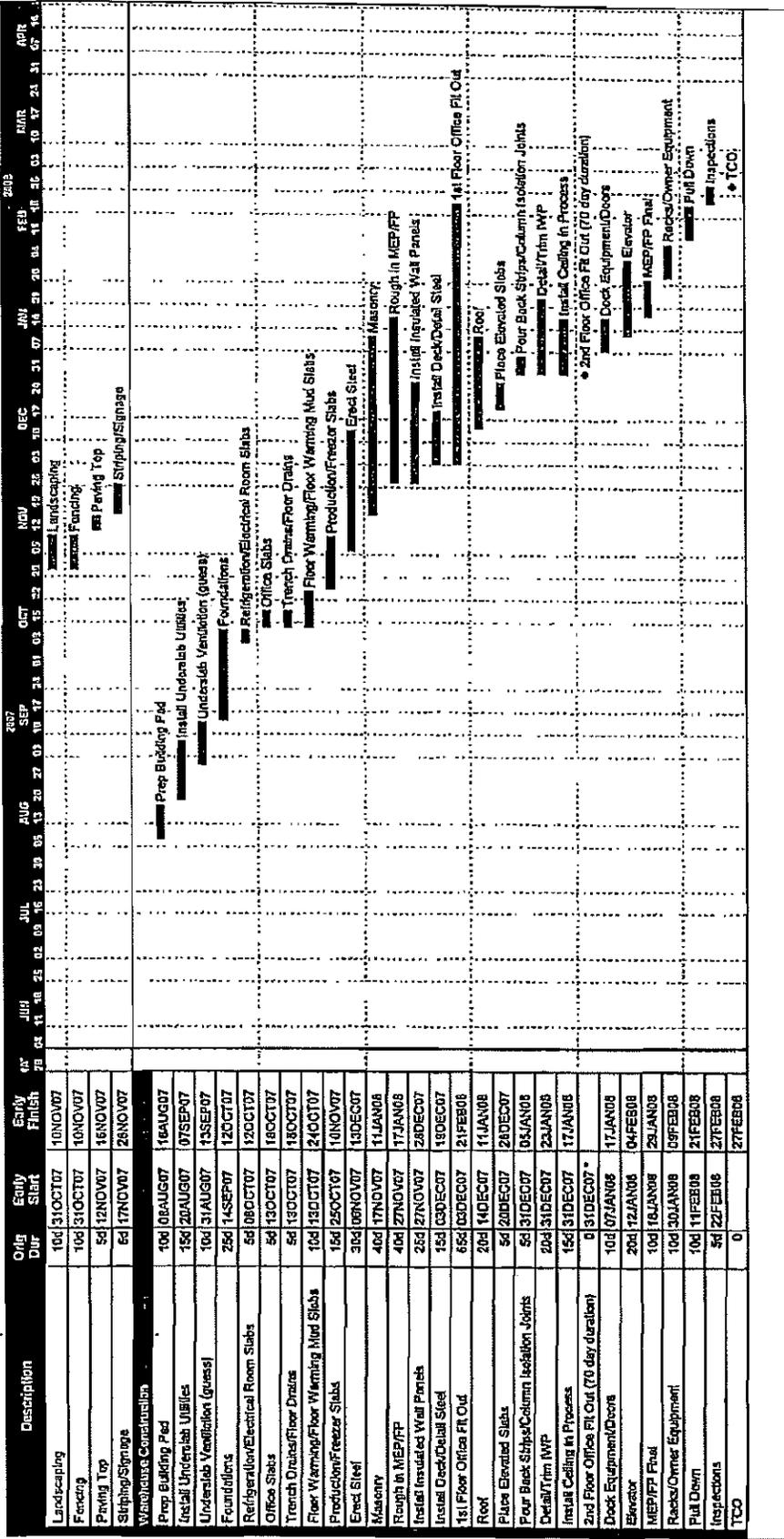


**SCHEDULE G**

**Construction Schedule**

**See attached.**

998319 2



Start date	04/JUN/07
Finish date	27/FEB/08
Order date	04/JUN/07
Run date	08/JUN/07
Page number	2A
© Primavera Systems, Inc.	

The Whiting-Turner Contracting Co.  
Project Golden - New Britain, CT

- █ Early bar
- █ Progress bar
- █ Critical bar
- █ Summary bar
- ◆ Start miles (one point)
- ◆ Finish milestone point

Orig Dnr	Early Start	Early Finish	Description
10d	31/OCT/07	10/NOV/07	Landscaping
10d	31/OCT/07	10/NOV/07	Fencing
5d	12/NOV/07	16/NOV/07	Paving Top
5d	17/NOV/07	26/NOV/07	Striping/Signage
<b>Warehouse Construction</b>			
10d	08/AUG/07	16/AUG/07	Prep Building Pad
15d	20/AUG/07	07/SEP/07	Install Underlab Utilities
10d	31/AUG/07	13/SEP/07	Underlab Ventilation (Gross)
25d	14/SEP/07	12/OCT/07	Foundations
5d	08/OCT/07	12/OCT/07	Refrigeration/Electrical Room Slabs
5d	13/OCT/07	18/OCT/07	Office Slabs
5d	19/OCT/07	18/OCT/07	Trench Drain/Floor Drain
10d	19/OCT/07	24/OCT/07	Floor Warming/Floor Warming Mud Slabs
15d	25/OCT/07	10/NOV/07	Production/Freezer Slabs
30d	06/NOV/07	13/DEC/07	Erect Steel
40d	17/NOV/07	11/JAN/08	Masonry
40d	27/NOV/07	17/JAN/08	Rough in MEP/FP
25d	27/NOV/07	20/DEC/07	Install Insulated Wall Panels
15d	03/DEC/07	19/DEC/07	Install Deck/Detail Steel
55d	03/DEC/07	21/FEB/08	1st Floor Office Fit Out
20d	14/DEC/07	11/JAN/08	Roof
5d	20/DEC/07	28/DEC/07	Place Elevated Slabs
5d	31/DEC/07	05/JAN/08	Pour Back Stairs/Column Isolation Joints
20d	31/DEC/07	23/JAN/08	Detail Trim WWP
15d	31/DEC/07	17/JAN/08	Install Ceiling in Process
0	31/DEC/07 *		2nd Floor Office Fit Out (70 day duration)
10d	07/JAN/08	17/JAN/08	Deck Equipment/Doors
20d	12/JAN/08	04/FEB/08	Elevator
10d	18/JAN/08	28/JAN/08	MEP/FP Final
10d	30/JAN/08	09/FEB/08	Racks/Ormer Equipment
10d	11/FEB/08	21/FEB/08	Put Down
5d	22/FEB/08	27/FEB/08	Inspections
0		27/FEB/08	TCO