

PURCHASE AND SALE AGREEMENT

AGREEMENT made this 8th day of July 2022 (the "Effective Date"), by and between the **TOWN OF RIDGEFIELD** having an address of 400 Main Street, Ridgefield, Connecticut 06877, referred to as **SELLER**, and **RIDGEFIELD PROFESSIONAL OFFICE PARK, LLC**, having an address of 901 Ethan Allen Highway, Ridgefield, Connecticut 06877, referred to as **PURCHASER**.

ARTICLE I

PURCHASE AND SALE

Section 1.1 Agreement of Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, the following:

The real property known as **Parcel C, 877 Ethan Allen Highway, Map G10, Lot 37 and Parcel D, Ethan Allen Highway, Map G10, Lot 2**, consisting of a total of 2.191 acres, more particularly described in Exhibit A attached hereto and made a part thereof, together with all rights and appurtenances pertaining to such property (the property described in this clause (a) being herein referred to sometimes collectively as the "Property"). There is no structure, personal property and/or equipment included in this transaction. In particular, prior to closing at its sole cost and expense, Seller shall remove the structure and all equipment utilized in the treatment of sewage on the Property.

Section 1.2 Purchase Price. Seller shall sell and Purchaser shall purchase the Property for the sum of **FOUR HUNDRED FORTY-ONE THOUSAND AND 00/100 (\$441,000.00) DOLLARS** (the "Purchase Price").

Section 1.3 Payment of Purchase Price. The Purchase Price, as increased or decreased by prorations and adjustments as herein provided and decreased by the Deposit, shall be paid in full at the Closing by wire transfer or bank check. A bank check is defined as a check issued by a lending institution defined as a "Bank" under the Federal Bank Holding Act. Mortgage company checks or similar holding company checks, do not represent immediate funds and will not be accepted at Closing as payment hereunder.

Section 1.4 Deposit.

(a) Simultaneously with the execution and delivery of this Agreement by Purchaser, Purchaser shall deposit, with COHEN and WOLF P.C., attorneys for Seller, the sum of **TWENTY-TWO THOUSAND FIFTY and 00/100 (\$22,050.00) DOLLARS, FIVE (5.0%) PERCENT** of the Purchase Price (the "Deposit") in good funds, either by bank check or by wire transfer.

(b) Seller's attorney shall hold the Deposit in an interest-bearing bank account interest to be applied to Purchase Price at closing or paid to Purchaser along with Deposit in the event the Deposit is to be refunded to Purchaser as provided in this Agreement. The Deposit shall be distributed in accordance with the terms of this Agreement. The failure of Purchaser to deliver the Deposit hereunder, within three (3) business days of the Effective date shall entitle Seller, at Seller's sole option, to terminate this Agreement. On the expiration of the Inspection Period, as

defined in Section 2.1 below, the Deposit shall become nonrefundable except in the case of a Seller's default hereunder.

ARTICLE II

TITLE

Section 2.1 Title Inspection Period. (a) Purchaser's obligations hereunder are contingent upon obtaining "reasonably satisfactory title" and "reasonably satisfactory municipal searches" to be completed no later than 6 PM on the THIRTIETH (30th) day following the Seller's completion of the Environmental Work outlined in Section 3.1 below ("Title Inspection Period"). In the event one or both such searches are not reasonably satisfactory to the Purchaser, Purchaser shall have the right to terminate this Agreement by giving written Notice to Seller of such termination on or prior to the Title and Municipal Date. Upon receipt of such Notice, Seller shall return all Deposit monies as soon as practicable as paid hereunder and, upon delivery of such funds, this Agreement shall terminate.

(b) For the purposes of this Section 2, "reasonably satisfactory title" shall mean: (i) title which conforms to Schedule A and (ii) does not contain any restrictions on the use of the property which would significantly impair Purchaser's stated intended use and enjoyment of the Property. Utility easements, so long as the same are limited to bringing service to the Property, shall not be deemed to impair the use and enjoyment of the Property.

(c) For the purposes of this this Section 2, a "reasonably satisfactory municipal search" shall mean a search showing matters of public record which: (i) conform to such facts that a physical inspection of the property shall reveal, (ii) do not reveal any unpermitted work or open

permits requiring final municipal approval that are not likely to be cured by Seller prior to closing and (iii) are internally consistent.

(d) Nothing in this Section 2.1 shall limit the parties' remedies as otherwise provided in the Agreement.

Section 2.2 Title Examination. Purchaser shall notify Seller in writing (the "Title Notice") no later than Ten (10) days from the end of the Title Inspection Period which exceptions to title (including survey matters), if any, are not accepted by Purchaser. If Purchaser fails to notify Seller in writing of its disapproval of any exceptions to title by the expiration of the Title Notice Period, Purchaser shall be deemed to have approved the condition of title to the Property. If Purchaser notifies Seller in writing that Purchaser objects to any exceptions to title, Seller shall endeavor to remove such objectionable exceptions from title on or before the Closing; provided that Seller may extend the Closing for such period as may be required to effect such cure, but not beyond thirty (30) days as provided in Section 2.5 below. If Seller cannot, acting diligently and in good faith effect a removal of such exceptions within the time set forth above, Seller shall notify Purchaser in writing at least five (5) days prior to the expiration of such period. Purchaser may, at its option, grant Seller an additional thirty (30) day period to effect such cure. If Seller gives Purchaser further written notice that it still cannot effect a cure, Purchaser shall have ten (10) days from receipt thereof in which to notify Seller that Purchaser will nevertheless proceed with the purchase and take title to the Property subject to such exceptions or that Purchaser will terminate this Agreement. If this Agreement is terminated pursuant to the foregoing provisions of this paragraph, then neither party shall have any further rights or obligations hereunder (except for any

indemnity obligations of either party pursuant to the other provisions of this Agreement), the Deposit and all interest shall be returned to Purchaser and each party shall bear its own costs incurred in connection with this transaction. If Purchaser fails to notify Seller of its election within the ten (10) day period, Purchaser shall be deemed not to have elected to proceed with the purchase, subject to the remainder of the terms and conditions contained herein.

Section 2.3 Permitted Exceptions. The Real Property shall be conveyed subject to the following matters, which are hereinafter referred to as the "Permitted Exceptions".

(a) those matters that either are not objected to in writing within the time periods provided in Section 2.2, or, if objected to in writing by Purchaser, are those which Seller has elected not to remove or cure, or has been unable to remove or cure, and subject to which Purchaser has elected or is deemed to have elected to have accepted;

(b) any lien for real estate taxes and assessments not yet due and payable as of the date of the Closing, subject to adjustment as herein provided;

(c) local, state and federal laws, ordinances or governmental regulations, including, but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Real Property provided that the same are not violated at the time of closing of title;

(d) such easements and restrictions of record that do not render title to the Real Property unmarketable; and

(e) notes shown on any Map of the Property which is on record.

Section 2.4 Defective Title. Upon rejection of defective title, Seller shall refund to Purchaser the Deposit, with interest, and all rights and liabilities of the parties hereunder shall be terminated. It is understood and agreed that nothing shall constitute an encumbrance, lien or exception to title precluding this sale for the purposes of this Agreement if the Standards of Title of the Connecticut Bar Association recommends that no corrective or curative action is necessary in circumstances substantially similar to those presented by such encumbrance, lien or exception to title and if Purchaser is able to obtain title insurance therefore without any additional cost arising pursuant to the existence of said encumbrance, lien or title exception.

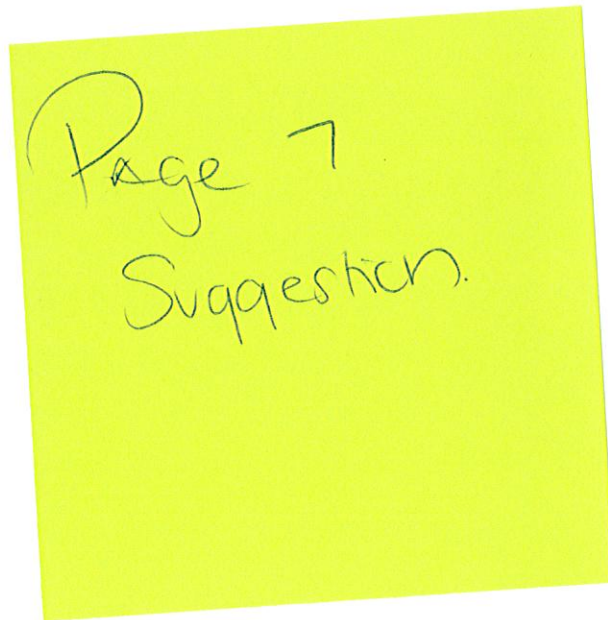
Section 2.5 Deed. The deed of conveyance to the Real Property to be delivered by Seller to Purchaser at Closing shall be a full covenant Warranty Deed in the usual Connecticut form, which shall be duly executed, acknowledged and delivered, at Seller's expense, conveying the fee simple title to the Real Property to Purchaser free and clear of all encumbrances, liens and exceptions to title, except as set forth in this Agreement. Seller shall pay any conveyance taxes due in connection with this transaction imposed by the Connecticut General Statutes, if any. Purchaser shall bear the expense of recording the deed and of filing the survey, if any, and of any land use documents required by Purchaser. Except as otherwise set forth herein, any title search, title insurance premium policy or survey desired or required by Purchaser or any mortgagee shall be obtained at Purchaser's sole expense.

EXISTING LANGUAGE

From the Effective Date to 6:00p.m. on December 31, 2024 or the date of the closing whichever is earlier, Seller shall expeditiously complete, at its own expense, the Environmental Work. * Environmental Work shall mean:

SUGGESTED FOOTNOTE

* While the Seller intends to respect the deadlines set forth in this paragraph, delays may be unavoidable. In the event the Seller requests additional time to complete the Environmental Work, the Buyer agrees a request from the Seller to extend a deadline or to extend the extension of a deadline will not be unreasonably denied.



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Suggestion.

ARTICLE III

ENVIRONMENTAL REMEDIATION AND REVIEW OF PROPERTY

Section 3.1 Pre-Closing Property Remediation. From the Effective Date to 6:00 p.m. on December 31, 2024 or the date of closing whichever is earlier, Seller shall expeditiously complete, at its own expense, the Environmental Work. Environmental Work shall mean:

(a) Connection of the existing sewer laterals services by the 7/35 sewer treatment plant to the central sewer treatment plant located on Grove Street, Ridgefield, Connecticut, including the construction of a sewer pump station to be located on 877 Ethan Allen Highway, Route 7, Ridgefield, Connecticut as shown on Exhibit B attached hereto;

(b) the pre-Closing dismantling and removal of the structure(s) and all equipment utilized in the treatment of sewerage on the Property, including any underground equipment and piping;

(c) the environmental tasks required in the event a Transfer Act filing is required for the Property in accordance with prevailing standards and guidelines and to remediate pollution caused by any pre-Closing release of hazardous wastes or hazardous substances (other than contaminants from the adjoining property) on, at or under the Property in accordance with the DEEP Remediation Standard Regulations (the "RSRs"); and

(d) the work outlined in the Scope of Services prepared by AECOM Technical Services, Inc. ("AECOM") which is attached hereto as Exhibit B.

Environmental Costs shall mean all reasonable and required costs incurred by Seller to conduct the Environmental Work in accordance with DEEP standards, guidelines and the RSRs,

including without limitation, investigation, remediation, groundwater monitoring, and agency reporting costs, consultant and laboratory fees, and public notice costs. Notwithstanding anything to the contrary, Environmental Costs shall not mean cost such as attorney's fees, judgments, penalties, or fines, or other costs incurred by Seller not directly related to the conduct of the Environmental Work. Upon completion of the Environmental Work Seller shall deliver to Purchaser an environmental status report prepared by its licensed environmental professional ("LEP") from AECOM (the "LEP's Report"). If Purchaser, in its sole discretion, is unsatisfied with the LEP's Report, Purchaser shall have the right to terminate this Agreement by giving written notice thereof to Seller within forty-five days (45) of receipt of the LEP's Report. If this Agreement is terminated pursuant to the foregoing provisions of this paragraph, neither party shall have any further rights or obligations hereunder (except for any indemnity obligations of either party pursuant to the other provisions of this Agreement), the Deposit shall be returned to Purchaser, with the interest and each party shall bear its own costs incurred in this transaction.

Notwithstanding the above, the Seller shall have no liability or responsibility to remediate the said "Parcel C" relative to any contamination discovered thereon emanating from the former Benrus Corp property, adjacent thereto.

Section 3.2 Application for Permits and Zoning/Building Approval Contingency.

This Contract shall be contingent upon Purchaser obtaining all necessary governmental approvals necessary to allow it to construct a multifamily development of not less than seventy-four (74) units (the "Contingency") on a compilation of five (5) parcels of land containing approximately 28.7 acres of land in size and shown on the current site plan dated and entitled

“Zone Change Map”, attached as Exhibit C, of which the subject Premises will be made a part (the “Combined Parcel”).

The approvals include, but are not limited to (1) A change in Zone from B-2 to MFDD for the Combined Parcel and any additional lands as determined by Purchaser by the Ridgefield Planning and Zoning Commission in its sole discretion; (2) A plenary ruling application from the Ridgefield Inland-Wetlands Board for the development; and (3) A special permit from the Ridgefield Planning and Zoning Commission (the “Approvals”), for the development, including the expiration of all applicable appeal periods without an appeal having been taken. The Contract is further contingent upon the approval of the sale by a duly called Town Meeting of the Town of Ridgefield and approved by the Ridgefield Planning and Zoning Commission, pursuant to Section 8-24 of the Connecticut General Statutes.

The denial of any application at the agency level shall be deemed a final denial and the Purchaser shall be under no obligation to appeal such denial nor shall the Purchaser have any obligation to defend an appeal of any approvals, and the filing of an appeal of any approval shall be deemed a denial hereunder unless the parties mutually agree otherwise.

The Purchaser shall diligently pursue the Approvals, however matters of strategy shall be in the absolute and sole discretion of the Purchaser, including the timing of the filings, the withdrawal and resubmission of any application or the substitution of any development application in place of the special permit. The Purchaser may withdraw any application if, in its absolute and sole discretion, the Purchaser believes that the application would be denied or subject to unreasonable conditions without an obligation to resubmit.

The Contingency period shall be one month from the completion of Seller's remediation of the Property, however the Purchaser shall be entitled to up to one (1) thirty-day extensions if any of the Applications or any appeal periods are pending at the expiration of the six-month period.

This Contingency may be waived by the Purchaser, in writing, at any time in its absolute and sole discretion.

If this Agreement is terminated pursuant to the foregoing provisions of this paragraph, neither party shall have any further rights or obligations hereunder (except for any indemnity obligations of either party pursuant to the other provisions of this Agreement), the Deposit shall be returned to Purchaser, with the interest and each party shall bear its own costs incurred in this transaction.

Section 3.3 Transfer Act. In the event the Property is determined to be an "establishment" as defined in the Transfer Act Connecticut General Statutes §22a-134 et seq ("Transfer Act"), Seller, at its sole cost and expense, shall prepare the applicable Transfer Act Form and an Environmental Condition Assessment Form ("ECAF") and provide a copy of such the applicable Form and ECAF to Purchaser prior to Closing. Seller shall submit the required Form and ECAF to the Connecticut Department of Energy and Environmental Protection ("DEEP") along with the appropriate filing fee no later than ten (10) days after the Closing and shall provide evidence thereof to Purchaser. At Closing, if required by law, the Seller shall execute the Transfer Act Form as the "certifying party". Seller agrees to fulfill all of the obligations of the Transfer Act relative to the Property, except as set forth as to contamination emanating from

Seller's adjacent property, "certifying party" at its sole cost and expense, and hereby assumes all liability for compliance with the Transfer Act and shall indemnify and hold Purchaser harmless with respect to Seller's failure to comply with any provision of the Transfer Act including, without limitation, Purchaser's obligations as Form III "certifying party". At Closing, Seller shall also sign the Transfer Act Form as the transferor.

Section 3.4 Hold Harmless and Indemnification Agreement. At closing, Seller shall execute and deliver to Purchaser an environmental indemnification agreement, in form and content satisfactory to Purchaser indemnifying and holding Purchaser harmless from all loss, liability, obligation, claims, costs or expenses arising from the environmental conditions at, on, under or emanating from the Property or failure by Seller to: (a) comply with the Transfer Act, (b) fully remediate the Property on which the structure or sewer treatment equipment was located, including all affected areas on the Property or emanating therefrom. or (c) comply with all other applicable environmental laws. Notwithstanding the aforesaid, the hold harmless and indemnification agreement shall exclude any contaminants present as a result of activities of the prior owners of the surrounding property known as 901 Ethan Allen Highway (Assessor's Lot # F10-0092) before Ridgefield Professional Office Complex LLC took title to said property.

Section 3.5 Provisions of Article III inuring to Purchaser shall survive the closing.

ARTICLE IV

CLOSING

Section 4.1 Time and Place. The consummation of the transaction contemplated hereby (the "Closing") shall be held at the offices of Cohen & Wolf , P.C., 158 Deer Hill Avenue,

Danbury, Connecticut 06810 on or before forty-five (45) days after Purchaser's Approval Contingency (defined in Section 3.2 above) has been satisfied. At the Closing, Seller and Purchaser shall perform the obligations set forth in Section 4.2 and Section 4.3 respectively, the performance of which obligations shall be concurrent conditions.

Section 4.2 Seller's Obligations at the Closing/Document Delivery. At Closing, Seller shall deliver or cause to be delivered to Purchaser the following items, all documents being duly executed and acknowledged when so required:

(a) Warranty Deed.

(b) An affidavit in a form acceptable to Purchaser's title insurer certifying that (i) the Property is free from claims for mechanics', materialmen's and laborers' liens, (ii) as to the nonexistence of tenants' rights in or to the Property.

(c) An affidavit satisfying the requirements of the Foreign Investments in Real Property Act (FIRPTA).

(d) Environmental hold harmless and indemnification agreement (except as limited, described above).

(e) Conveyance Tax Forms and checks for conveyance taxes or evidence of exemption.

(f) Owner's Affidavit in a form acceptable to Purchaser's title insurer.

(f) Town of Ridgefield Board of Selectman resolution approving the sale of the Property and authorizing the person executing the Closing documents on behalf of the Seller with authority to do so, in a form acceptable to Purchaser's title insurer.

(g) Such additional documents as may be reasonably required by Purchaser or Purchaser's Title Company to consummate the sale of the Property.

Section 4.3 Purchaser's Obligations at the Closing. At the Closing, Purchaser shall:

(a) pay to Seller the balance of the Purchase Price, then due, as increased or decreased by the Deposit, and prorations and adjustments as herein provided, in immediately available funds, as provided in Section 1.3 hereof;

(b) deliver such additional documents as may be reasonably required to consummate the transaction contemplated by this Agreement.

Section 4.4 Credits and Prorations.

(a) Any expenses of the Property shall be apportioned as of 12:01 a.m., on the day of the Closing, as if Purchaser was vested with title to the Property during the entire day upon which the Closing occurs. Such prorated items shall include without limitation the following:

(i) taxes and assessments; and

(ii) any other operating expenses or other items pertaining to the Property which are customarily prorated between a purchaser and a seller in the county where the Property is located.

(b) Notwithstanding anything to the contrary contained in Section 4.4(a) hereof;

Any taxes paid at or prior to the Closing shall be prorated based upon the amounts actually paid. If taxes and assessments due and payable during the year of the Closing have not been paid before the Closing, Seller shall be charged at the Closing an amount equal to that portion of such taxes and assessments which relates to the period before the Closing, plus any interest that has accrued thereon. Any such apportionment made with respect to a tax year for which the tax rate or

assessed valuation, or both, have not been fixed shall be based upon the tax rate and/or assessed valuation last fixed. To the extent that the actual taxes and assessments for the current year differ from the amount apportioned at the Closing, the parties shall make all necessary adjustments by appropriate payments between themselves within thirty (30) days after such amounts are determined following the Closing, subject to the provisions of Section 4.4(d), hereof;

(c) Except as otherwise provided herein, any expense amount which cannot be ascertained with certainty as of the Closing shall be prorated on the basis of the parties' reasonable estimates of such amount, and shall be the subject of a final proration within thirty (30) days after the Closing, or as soon thereafter as the precise amounts can be ascertained. Purchaser shall promptly notify Seller when it becomes aware that any such estimated amount has been ascertained. Once all expense amounts have been ascertained, Purchaser shall prepare, and certify as correct, a final proration statement which shall be subject to Seller's approval. Upon Seller's acceptance and approval of any final proration statement submitted by Purchaser, such statement shall be conclusively deemed to be accurate and final. Seller shall accept or object to such statement within seven (7) days of receipt.

(d) The provisions of this Section 4.4 shall survive the Closing.

Section 4.5 Transaction Taxes and Closing Costs.

(a) Seller and Purchaser shall execute such returns, questionnaires and other documents as shall be required with regard to all applicable real property transaction/conveyance taxes imposed by applicable federal, state or local law or ordinance.

(b) Seller shall pay the fees of any counsel representing Seller in connection with this transaction. Seller shall pay any conveyance taxes due in connection with transaction imposed by the Connecticut General Statutes, if any, and the cost for recording releases of any liens against the Property.

(c) Purchaser shall pay the fees of any counsel representing Purchaser in connection with this transaction. Purchaser shall also pay the costs and expenses for the title examination and the title report or commitment and the premium for any title insurance policy, all endorsements thereto, the cost of any survey and the costs for recording the deed and any survey.

(d) All costs and expenses incident to this transaction and the closing thereof, and not specifically described above, shall be paid by the party incurring same.

(e) The provisions of this Section 4.5 shall survive the Closing.

ARTICLE V

DEFAULT

Section 5.1 Default by Purchaser. If the sale of the Property is not consummated due to Purchaser's default hereunder, Seller shall be entitled, as its sole remedy, to terminate this Agreement and to retain the Deposit (together with any interest thereon) as liquidated damages for the breach of this Agreement. It is agreed between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Deposit (together with any interest thereon) is a reasonable estimate thereof.

Section 5.2 Default by Seller. If the sale of the Property is not consummated due to Seller's default hereunder, Purchaser shall be entitled, as its sole remedy either (a) to receive the

return of the Deposit, which return shall operate to terminate this Agreement and release Seller from all liability hereunder or (b) to enforce specific performance of Seller's obligations to convey the Property to the Purchaser in accordance with the terms of this Agreement. Purchaser shall be deemed to have elected to terminate this Agreement pursuant to (a) hereof if Purchaser fails to file a lawsuit for specific performance against Seller in the court having jurisdiction where the Property is located within ninety (90) days after the date upon which the Closing was to occur, time being of the essence.

Section 5.3 Recoverable Damages. Notwithstanding Sections 5.1 and 5.2 hereof, in no event shall the provisions of Sections 5.1 and 5.2 limit the damages recoverable by Purchaser against the Seller due to Seller's obligation to indemnify such party in accordance with this Agreement.

ARTICLE VI

BROKER

Section 6.1 Broker. The parties represent that there has been no broker who negotiated the sale of the Property. This Agreement is consummated by the parties hereto in reliance on the representations of the other that no broker or agent brought the Property to its attention or was in any way a procuring cause of this transaction. Seller represents to Purchaser that no broker or agent has any exclusive sale or exclusive agency listing on the Property. Purchaser agrees to indemnify and hold harmless Seller against any judicially established claim of any broker or agent for a commission due by reason of this transaction where it is proved that said broker or agent called the Property to Purchaser's attention or interested Purchaser therein, said indemnity to

include all costs of defending any such claim, including reasonable attorney's fees. The provisions of this paragraph shall survive the Closing.

ARTICLE VII

DISCLAIMERS AND WAIVERS

Section 7.1 No Reliance on Documents. Except as expressly stated herein and with respect to Seller's obligations, responsibilities and indemnities associated with the Environmental Work, Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller or its agents to Purchaser in connection with the transaction contemplated hereby. Purchaser acknowledges and agrees that with the exception of any environmental materials delivered to Purchaser in connection with the Property, all materials, data and information, if any, delivered by Seller to Purchaser in connection with the transaction contemplated hereby are provided to Purchaser as a convenience only and that any reliance on or use of such materials, data or information by Purchaser shall be at the sole risk of Purchaser, except as otherwise expressly stated herein. Except for any environmental reports, neither Seller, nor the person or entity which prepared any report or reports delivered by Seller to Purchaser shall have any liability to Purchaser for any inaccuracy in or omission from any such reports.

Section 7.2 AS-IS SALE; DISCLAIMERS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, INCLUDING SELLER'S OBLIGATIONS AND REPRESENTATIONS RELATING TO THE ENVIRONMENTAL WORK, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY

WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, ANY WARRANTIES OR REPRESENTATIONS AS TO USE, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

PURCHASER ACKNOWLEDGES AND AGREES THAT UPON THE CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, OR ANY ADDENDUM. PURCHASER HAS NOT RELIED ON AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. PURCHASER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS".

ARTICLE VIII

AUTHORITY

8.1 Purchaser and Seller represent and warrant to one another that they, respectively, have the full right and authority to enter into this Agreement and to consummate the transaction contemplated by this Agreement. Within five (5) days prior to Closing, the parties agree to deliver such documentation as requested by Purchaser's Title Company to evidence such authority. This provision shall survive the closing.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Assignment. Subject to the provisions of this Section 9.1, the terms and provisions of this Agreement are to apply to and bind any permitted successors and assigns of the parties hereto. Purchaser may not assign its rights under this Agreement except to an entity in which Purchaser has controlling equity ownership, without first obtaining Seller's written approval, which approval may not be unreasonably withheld. In the event Purchaser intends to assign its rights hereunder, (a) Purchaser shall send Seller written notice of its request at least five (5) business days prior to the Closing, which request shall include the legal name of the proposed assignee, and (b) Purchaser and the proposed assignee shall execute an assignment and assumption of this Agreement and (c) in no event shall any assignment of this Agreement release or discharge Purchaser from any liability or obligation hereunder.

Section 9.2 Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested or (d) receipted E Mail transmission, sent to the intended addressee at the address set forth below, or to such other address or the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of E Mail transmission, as of the date of the E Mail transmission. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Seller:

Town of Ridgefield

Rudy Marconi, First Selectman
Ridgefield Town Hall
400 Main Street
Ridgefield, CT 06877

With a copy to:

David J. Grogins, Esq.
Cohen and Wolf PC
158 Deer Hill Avenue
Danbury, Connecticut 06810
Tel (203) 792-2771
Fax: (203) 791-8149
E Mail: dgrogins@cohenandwolf.com

If to Purchaser:

Ridgefield Professional Office Park, LLC
901 Ethan Allen Highway
Ridgefield, Connecticut 06877
Attn. Richard Lipton

With a copy to:

Robert S. Cooper, Esq.
Zeldes, Needle & Cooper, P.C.
1000 Lafayette Blvd., 7th Floor
Bridgeport, CT 06604
Tel (203) 333-9441
Fax (203) 333-1489
E Mail: rcooper@znclaw.com

Section 9.3 Modifications. This Agreement may not be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

Section 9.4 Entire Agreement. This Agreement, including the exhibits hereto, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

Section 9.5 Further Assistance. Each party agrees that it will execute and deliver such other documents and take such other action, whether prior or subsequent to the Closing, as may be reasonably requested by the other party to consummate the transaction contemplated by this Agreement. The provision of this Section shall survive the closing.

Section 9.6 Counterparts. This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any part of any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

Section 9.7 Facsimile/Electronic Signatures. In order to expedite the transaction contemplated herein, telecopied, PDF's or E-signed signatures may be used in place of original signatures on this Agreement. Seller and Purchaser intend to be bound by the signatures on the document, are aware that the other party will rely on such electronic signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

Section 9.8 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full effect, provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to any party hereunder.

Section 9.9 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. Purchaser and Seller agree that the provisions of this Section 9.9 shall survive the Closing or any termination of this Agreement.

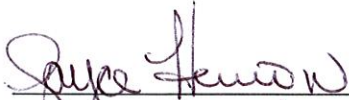
Section 9.10 Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.


Section 9.11 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

Section 9.12 Recordation. This Agreement may not be recorded by either party hereto without the prior written consent of the other party hereto. Each party hereby grants to the other authority as an attorney-in-fact to sign a release of any such recording.


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date first written above.

PURCHASER:
Ridgefield Professional Office Park, LLC




Joyce Henion


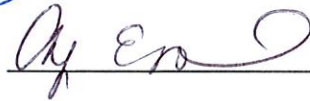
Jason Clar



By: RICHARD LIPSON, MANAGER

SELLER:
Town of Ridgefield







By:

EXHIBIT A

All those certain pieces or parcels of land, with any buildings or improvements thereon, designated as Parcel "C" 2.191 Ac. and set forth on that certain map entitled, "MAP PREPARED FOR THE TOWN OF RIDGEFIELD, RIDGEFIELD, CONNECTICUT SCALE 1" = 100' AREA 53.852 AC. ZONE CDD JAN. 17, 1983" revised through April 27, 1983, Surveying Associates, P.C., 432 Main St - Danbury, Conn., Paul M. Fagan, L.S. #7756, which map is recorded in the office of the Ridgefield Town Clerk as Map No. 6948.

Together with a "15' Permanent Utility Easement" running in a generally westerly direction from Rt. 7 to Parcel C as set forth on said Map.

Together with an easement for pedestrian and vehicular passage over "25' Permanent Easement for Access" as set forth on said Map which easement is subject to a right of redesignation as set forth in the land exchange agreement referred to below.

Subject to the reservation of an easement for water mains and underground electric lines in favor of The Perkin-Elmer Corporation and its successors and/or assigns over the "Proposed 20' Water Line Easement in favor of The Perkin-Elmer Corporation" as shown on said Map.

Together with an easement for vehicular and pedestrian passage across "Existing 30' Utility Easement" as set forth on said Map.

EXHIBIT B

SECTION 01064

HAZARDOUS MATERIAL ABATEMENT

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. Provide hazardous material abatement of existing conditions as indicated, in compliance with Federal, State and local regulatory agency requirements, and in compliance with the Contract Documents. The work includes the removal and disposal of building material containing asbestos containing material (ACM), lead-based paint (LBP) and polychlorinated biphenyls (PCBs) from the subject buildings.
- B. The work shall consist of furnishing all plans, approvals, notifications, tools, labor, equipment, materials and supervision, employee training, medical monitoring, documentation and records, sampling and testing, and obtain permits and agreements necessary to remove and dispose of all ACM, LBP and PCB-containing material that has been identified to contain concentrations above the actionable limit of 1 milligram per kilogram (mg/kg) of PCBs (equivalent to 1 part per million or ppm), or assumed to exceed the actionable limit at the Route 7 WWTF or Route 7 Pump Station. The Contractor shall remove the hazardous building materials prior to performing any significant contract work that would disturb these areas.

1.02 ASBESTOS:

- A. The location and type of ACM known to be present at the worksites are described in Table 01064-1 below.

Table 01064-1: Summary of Known ACM			
Route 7 WWTF Control Building			
Material	Material Description	Material Location	Estimated Quantity
Asbestos	Lab Hood	Main Room	1 Unit
Route 7 Pump Station			
Material	Material Description	Material Location	Estimated Quantity
Asbestos	Compression Gaskets	Pump Station Interior	20

- B. Table 01064-1 is based on a building survey and results of bulk sampling conducted by HYGEX, Inc. on October 11 and 12, 2016, October 15, 2020 and laboratory analysis of the samples by AmeriSci New York. The *Asbestos Pre-Renovation Inspection Reports* dated October 27, 2016 for the Route 7 WWTF and October 21, 2020 for the Route 7 Pump Station) have been included in Appendix B for the Contractor's Reference. The

report indicates known ACM locations, however the report may not define the extent of all ACM materials.

- C. The Route 7 WWTF sampling was limited to the Control Building, Primary Sludge Building, RBC Tanks, and the Wood Shed. The Route 7 Pump Station sampling was limited to the interior of the Pump Station (dry side). Locations in Table 01064-1 were in accessible locations. Non-accessible materials above ceilings, behind or inside walls, on or under the roof, or below floors were not investigated and may only be visible or accessible for testing during demolition or renovation. The Contractor shall be responsible for field verifying quantities of ACM. If any additional suspect ACM materials are discovered during demolition, the Contractor must notify the Owner and Engineer and provide information on the location and quantities of material(s) within 24 hours of discovery.

1.03 LEAD PAINT:

- A. The location and type of LBP known to be present at the worksites are described in Table 01064-2 below.

Table 01064-2: Summary of Known LBP			
Material Description	Material Location	Substrate	Concentration
Route 7 WWTF Plant Water Station			
Metal Piping	Plant Water Station	Metal	32.25 mg/cm ²
Route 7 WWTF Control Building			
Stair Paint (Yellow)	Control Building	Metal	1.4 ± 0.40, 1.6 ± 0.50 mg/cm ²
Metal Desks	Control Building	Metal	1.5 ± 0.50, 1.9 ± 0.90, 2.0 ± 1.00, 2.5 ± 1.50, 3.7 ± 2.40 mg/cm ²
Metal Fume Hood	Control Building	Metal	1.7 ± 0.60, 1.8 ± 0.80, 1.9 ± 0.90, 2.3 ± 1.20 mg/cm ²
Route 7 Pump Station			
Material Description	Material Location	Substrate	Concentration
Generator – Gold Paint	Generator Enclosure	Metal	3.50 ± 2.30, 2.50 ± 1.40 mg/cm ²

- B. Table 01064-2 is based on a building survey and results of bulk sampling conducted by HYGENIX, Inc. on October 11 and 12, 2016, October 15, 2020, and on-site analysis using a hand-held X-Ray Fluorescence (XRF) analyzer. The *Pre-Renovation/Demolition Lead-*

Based Paint Screening reports (dated October 28, 2016 for the Route 7 WWTF and October 21, 2020 for the Route 7 Pump Station) have been included in the Appendix B for the Contractor's reference. The report indicates known LBP locations, however the report may not define the extent of all LBP materials.

- C. The Occupational Safety and Health Administration (OSHA) Standard 29 CFR 1926.62 applies to all construction work where an employee may be occupationally exposed to lead. This regulation does not cite a specific percentage of lead in paint which requires compliance, therefore, work activities that have the potential to impact building surfaces containing any measureable levels of lead in paint (above the laboratory analytical detection limit), are subject to the regulation.
- D. The Route 7 WWTF sampling was limited to the Control Building, Plant Water Station, Primary Sludge Pump Station, Secondary Sludge Pump Station, and RBC Tanks. The Route 7 Pump Station sampling was limited to the Pump Station, Wet Well and Generator Enclosure. Locations in Table 01064-2 were in accessible locations. Non-accessible materials above ceilings, behind or inside walls, under the roof, or below floors were not investigated and may only be visible or accessible for testing during demolition or renovation. If any additional suspect LBP materials are discovered during demolition, the Contractor must notify the Owner and Engineer and provide information on the location and quantities of material(s) within 24 hours of discovery.

1.04 POLYCHLORINATED BIPHENYLS (PCB):

- A. The location and type of PCB-containing building material known to be present at the worksites are described in Table 01064-3 below.

Table 01064-3: Summary of Known PCB-Containing Material			
Route 7 WWTF Control Building			
Material Description	Material Location	Concentration	Description
Process Air Piping Paint (Green)	Comminutor / Grit Chamber	1.44 µg/100 cm ²	All painted piping noted in the Material Description to the left (process air piping) that is to be demolished as part of the work shall be handled, stored and disposed of as PCB Bulk Product Waste.
Route 7 Pump Station			
Material Description	Material Location	Concentration	Description
No PCB Materials Identified	NA	NA	NA

- B. Table 01064-3 is based on a building survey and results of bulk sampling conducted by HYGENIX, Inc. on October 11 and 12, 2016 and on November 22, 2017 for the Route 7 WWTF and October 15, 2020 for the Route 7 Pump Station. Samples were analyzed Phoenix Environmental Laboratories located in Manchester, Connecticut. The *HYGENIX, Inc. PCB Report* (dated October 28, 2016) and the *HYGENIX, Inc. PCB Follow Up Report* (dated December 5, 2017) for the Route 7 WWTF and the *HYGENIX Inc. PCB Report* (dated October 21, 2020) for the Route 7 Pump Station have been included in the Appendix B for the Contractor's Reference. The report indicates known PCB locations, however the report may not define the extent of all PCB materials.

- C. Regulated levels of PCBs (both state and federal) were detected in painted surfaces in the subject facility. Materials that are ≥ 50 ppm are regulated under the Toxics Substances Control Act (TSCA) as PCB Bulk Product Waste. The Connecticut Energy and Environmental Protection (CT DEEP) has issued guidance for building materials containing >1 to 49 ppm PCBs. The management, handling, storage and disposal of PCB-impacted building materials must be done in accordance with applicable state and federal regulations.

- D. The Route 7 WWTF sampling was limited to the Control Building, Primary Sludge Pump Station, Secondary Sludge Pump Station, Plant Water Station, Comminutor/Grit Chamber, and the RCB Tanks. The Route 7 Pump Station sampling was limited to the Pump Station, Wet Well and Generator Enclosure. Locations in Table 01064-3 were in accessible locations. Non-accessible materials above ceilings, behind or inside walls, under the roof, or below floors were not investigated and may only be visible or accessible for testing during demolition or renovation. If any additional suspect PCB materials are discovered during demolition, the Contractor must notify the Owner and Engineer and provide information on the location and quantities of material(s) within 24 hours of discovery.

1.05 APPLICABLE LAWS AND REGULATIONS:

The Contractor shall ensure that the management and disposal of ACM, LBP and PCB is conducted according to, but not limited to, the following laws and regulations:

- A. State of Connecticut:
 - 1. Regulations of Connecticut State Agencies (RCSA) 20-440-1 to 20-440-5 RCSA
 - 2. Connecticut General Statutes (CGS) under Section 22a-463 through 469
Asbestos Regulations and Fees: RCSA 19a-332a-3
 - 3. Work practices: RCSA 19a-332a-5 to 19a-332a-12
 - 4. Recordkeeping: RCSA 19a-332a-4

5. Disposal of asbestos waste: RCSA 22a-209-8(i) and 19a-330
 6. Public sector workplace safety and health: RCSA 31-372-101-1910 and 31-372-107-1926
 7. Lead Poisoning Prevention and Control, Applicability of regulations, 19a-111-2(e)
- B. United States Environmental Protection Agency (USEPA):
1. 40 CFR 61 Subparts A and M, EPA National Emission Standards for Hazardous Air Pollutants (NESHAP),
 2. 40 CFR 261, Identification and Listing of Hazardous Waste
 3. 40 CFR 262, Standards Applicable to Generators of Hazardous Waste
 4. 40 CFR 263, Standards Applicable to Transporters of Hazardous Waste
 5. 40 CFR 736.92(a)(2), EPA Asbestos Model Accreditation Plan (Training of Asbestos Workers),
 6. 40 CFR 761, Toxics Substances Control Act
 7. 40 CFR 763 Subpart G, EPA Worker Protection Rule
 8. 40 CFR 763, ACM in Schools
 9. 49 CFR 171 and 172, Transportation
- C. United States Occupational Health and Safety Administration (US OSHA):
1. 29 CFR 1910.20, OSHA Access to Employee Exposure and Medical Records
 2. 29 CFR 1910.28, Safety Requirements for Scaffolding
 3. 29 CFR 1910.94 and 1926.57, Ventilation Ambient Air Quality
 4. 29 CFR 1910.134, OSHA Respiratory Protection
 5. 29 CFR 1910.245, Specifications for Accident Prevention (Sign and Tags)
 6. 29 CFR 1910.1000, Air Contaminants Standard for General Industry
 7. 29 CFR 1910.1200, Hazard Communication
 8. 29 CFR 1920.20, General Safety and Health Provisions
 9. 29 CFR 1926.59, OSHA Hazard Communication for the Construction Industry

10. 29 CFR 1926.62, Lead Exposure in Construction
11. 29 CFR 1926.1101, OSHA Asbestos
12. 15 USC 2641-2656, The Asbestos School Hazard Abatement and Reauthorization Act (ASHARA)

1.06 COMPLIANCE AND INTENT:

- A. All abatement work is to be scheduled and coordinated with the Owner and Engineer.
- B. The intent is for the Contractor to protect his workers, subcontractors, authorized visitors, and building occupants from exposure to hazardous materials during renovation activities that disturb ACM, LBP and PCBs.
- C. The Contractor is responsible for repair, to the satisfaction of the Engineer, of surfaces and property not scheduled for demolition or renovation that become damaged as a result of the work or resulting from leakage or spillage of water or from any other intentional or negligent acts or omissions. Damage repairs and replacement of materials are to be approved by the Engineer prior to project completion and shall be at no increase to the contract price.
- D. Comply with all federal, state, and local regulations pertaining to asbestos, lead, PCBs, storage, transportation and disposal; employee health and safety; Contractor certifications; notifications; asbestos and lead certifications; and all licenses, permits, documentation, and training.
- E. Work on the premises shall be confined to areas designated in the Contract Documents. Materials and equipment shall be stored within these areas and work areas shall be isolated from occupied areas while abatement work is completed.
- F. All work shall be performed in full compliance with current federal and state regulations including U.S. Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), U.S. Department of Transportation (DOT) regulations, National Institute for Occupational Safety and Health (NIOSH) recommendations, all other Federal, State and Local government regulations, any other accepted state-of-the-art industry standards, and the specifications contained herein.
- G. Any conflicts or overlap of these requirements shall be governed by the more stringent regulation or standard.
- H. Neither the Owner nor their representative shall be responsible for acts or omissions of the Contractor, its Subcontractors, or any of its agents or employees performing any of the ACM, LBP or PCB abatement related tasks.

1.07 TRAINING AND EXPERIENCE REQUIREMENTS:

- A. The abatement workers and supervisors shall have received the appropriate EPA-accredited training and be licensed by the State of Connecticut to perform asbestos and lead abatement work.
- B. Those individuals performing abatement activities or those entering an abatement area shall have 40-hour hazardous waste operations (HAZWOPER) training.
- C. During all work, the contractor is to provide worker protective equipment in accordance with OSHA and as required by these specifications. Where there is conflict, the most stringent requirement shall apply. Details of the planned personal protective equipment (PPE) will be provided in the Work Plan under Paragraph 1.09.A.
- D. The work of this section shall be performed by an entity that holds current valid asbestos and lead removal licenses in accordance with the requirement of the State of Connecticut. Display copies of licenses and Registration in a visible location at the job-site.
- E. Perform all work specified herein with competent persons trained, knowledgeable and qualified in techniques relating to asbestos and lead abatement, handling, and the subsequent cleaning of contaminated areas.

1.08 ENVIRONMENTAL REQUIREMENTS:

- A. Asbestos-containing materials shall be removed using wet methods and with no visible emissions. Evidence of the release of asbestos above the background level will necessitate additional controls.
- B. Building materials that are ACM shall be disposed of as regulated asbestos containing material (RACM). If an item is to be disposed of as construction debris, it shall be completely cleaned of any asbestos containing material.
- C. During removal activities, the Contractor shall protect against contamination of soil, water, plant life, and adjacent building areas, and shall ensure that there is no airborne release of asbestos, lead and dusts. Evidence of settled dust or airborne levels of contaminants above background will require the implementation of additional controls at no increase to contract price.
- D. Asbestos, LBP and PCB waste removed during the abatement activities shall be disposed of in an approved manner complying with all applicable federal, state, and local regulations. Appropriate waste manifests shall be furnished to the Engineer and the Owner.
- E. Temporary Waste Storage – the Contractor shall designate an area or area(s) at the site for the temporary storage of hazardous waste material prior to off-site disposal. The hazardous waste storage area shall be fenced and signage will be posted noting the presence of hazardous waste material and containing the name and number of the person to contact in the event of an emergency. Provide container labeling in accordance with

U.S. EPA requirements for stored waste material, including but not limited to the contents of the container, the start date of waste accumulation and emergency contact information.

- F. **Stockpile Construction** Waste material may be temporarily stored onsite in lined and bermed stockpiles, until such time as the stockpile material is containerized and prepared for removal from the site. Contractor shall furnish all materials required for construction and maintenance of stockpiles. Contractor shall establish separate stockpiles as necessary for management of impacted and non-impacted building material and debris. Stockpile bottom liners shall have a minimum thickness of 30 mils and shall consist of polyethylene or other suitable impermeable geomembrane. Hard stones and other debris shall be removed from the stockpile footprint and a smooth surface shall be provided to protect the bottom liner from puncture and tearing under anticipated loading. Stockpile covers shall be 10-mil (minimum thickness) polyethylene sheeting.
- G. **Stockpile Management** – the Contractor shall line and cover impacted material stockpiles, provide run-on and runoff controls, manage all liquids that drain from stockpiles, and prevent precipitation, storm water, and surface water from contacting materials contained in the stockpiles. Contractor shall cover the stockpiles whenever the stockpiles are not being used. Contractor shall furnish sand bags or other weights of sufficient quantity and weight to hold the stockpile cover in position. Stockpiles shall be managed to prevent the emission of dust, vapors, or odors. The Contractor shall inspect each stockpile daily for damage, and immediately repair as needed. Engineer may inspect impacted material stockpiles to verify the integrity of the stockpile liner and cover system. Deficiencies noted by Engineer shall be immediately corrected to the satisfaction of Engineer. After removal and relocation or disposal of stockpiled materials, the Contractor shall remove the geomembrane bottom liner and top cover and dispose at the designated off-site disposal facility with the waste material at the completion of the Work.

1.09 SUBMITTALS:

- A. **WORK PLAN.** The Contractor shall submit a work plan in accordance with Section 01300, Submittals, for the ACM, LBP and PCB work commensurate with the requirements of the OSHA Construction Standard. The plan shall also be commensurate with EPA regulations, as applicable. The work shall include, but not be limited to identifying detailed aspects of how the Contractor will handle, containerize, store, transport and dispose of ACM, LBP and PCB materials including receiving facility names and locations. Details of the Contractor's Health and Safety (H&S) Plan and Personal Protective Equipment Plan (PPE) shall be included in the Work Plan. Details of the measures to isolate the abatement work areas to prevent contamination will be provided in the Work Plan.
- B. **EQUIPMENT.** Submit manufacturer's certification and information for all equipment to be used on this project.
- C. **EMPLOYEES.** Provide site specific Health and Safety Plan, posted at the work site. Submit documentation that all employees performing abatement of hazardous materials

have received appropriate medical examinations and have successfully passed a fit test for respiratory protection. Submit documentation that Contractors and employees comply with the requirements of 29 CFR 1926.62.

- D. **DISPOSAL.** Submit documentation that all required permits, disposal location(s), manifests, and arrangements for transportation and disposal of ACM, LBP and PCBs have been obtained. Submit written description and blank forms of waste manifests to be used. Submit the name and credentials for the independent laboratory performing TCLP testing on hazardous waste generated at the project, as required by receiving facilities.
- E. **SIGNAGE.** Provide labeling in compliance with U.S. EPA requirements for stored waste material. Provide caution signs at all approaches to work areas in languages used by Contractor's employees. Locate signs at such a distance that personnel may read the sign and take the necessary protective steps required before entering the area. Submit samples of the signs to be used at building entrances to comply with applicable regulations, including 29 CFR 1926.1101 and 29 CFR 1926.62.
- F. **EMERGENCY CONTACT.** Submit 24-hour emergency telephone numbers for Contractor Company Officers with authority to respond to emergencies.

1.10 PRE-ABATEMENT CONFERENCE

- A. Prior to start of hazardous materials abatement on-site, Contractor shall schedule, and attend a pre-abatement conference at the WPCF attended by Owner, Engineer, Contractor, and abatement subcontractors.
- B. Agenda for this conference shall include:
 - 1. Contractor's scope of work, Work Plan, and schedule
 - 2. Contractor's Health and Safety Plan (H&S) including PPE and decontamination procedures, emergency procedures and contacts
 - 3. Work procedures including:
 - a. Method of work area isolation and material removal methods
 - b. Disposal procedures
 - c. Cleanup procedures
 - 4. Contractor's submittals
 - 5. Storage of Waste Materials – Manifest Signatures
 - 6. Disposal requirements and schedule

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

3.01 GENERAL

- A. Conduct all work in accordance with Contractor's Work Plan and HASP. Notify Project Engineer of any deviations from plans.
- B. Review PCB work plan and HASP with all field personnel. Workers will wear appropriate PPE as indicated in the Contractor HASP.
- C. The Contractor shall create a Regulated Work Area for the abatement ACM, LBP and PCB-regulated building materials. The abatement work shall be conducted within regulated work areas which shall be demarcated in a manner that minimizes the number of persons within the area and protects persons outside the area from exposure to ACM, LBP and PCB-contaminated debris. Access to regulated work areas shall be limited to certified persons and authorized visitors.
- D. Moveable equipment with metal or other non-porous surfaces (e.g., high density plastic), such as tools, that have contacted PCB-containing materials shall be decontaminated prior to removal from the regulated work area. The Contractor shall wipe all surfaces of the moveable equipment with rags soaked in an appropriate solvent, per 40 CFR 761.79(c). Orange based solvents containing d-limonene are considered acceptable if they are not diluted prior to use. The swabs will be disposed of with the waste from which they were generated.
- E. As practical, the removal of caulking will be conducted using hand tools. Additionally, total dust monitoring shall be conducted outside of the work area (background and downwind) to ensure that fugitive dusts are not leaving the work area. This monitoring will be conducted by the contractor.
- F. If the Contractor chooses to use methods that generate dust, such as grinding, the Contractor shall be required to submit containment procedures to the Owner prior to performing the work. These procedures must be approved by the Owner in writing prior to the performance of any work using methods that shall generate dust. If the caulking contains PCBs and ACM, then ACM removal requirements shall also be considered.
- G. When working on piping systems and/or equipment that is coated with paint containing PCBs with concentrations ≥ 1 ppm PCBs or with lead of any detectable concentration, unbolting is the preferred method for disassembling piping systems, valves, pumps, etc.

Cutting should only be used where unbolting is unfeasible or impractical. In all cases where cutting is employed, the area to be cut should first be cleared of paint down to bare metal, consistent with the NACE Visual Standard Number 2. Paint shall be cleared to twelve inches on either side of the proposed cut. Paint removal shall be done by an OSHA 40-hour HAZWOPER trained personnel down to bare metal. Place plastic under the area to be cut or where paint will be removed to trap any paint chips that come loose during the removal process. Paint scrapings and paint stripper waste shall be placed in a separate 55-gallon drum. Used PPE and plastic shall be placed in a separate drum and labelled accordingly.

- H. The Contractor shall establish airborne dust action limits and work procedures to follow in the event that the action limits are exceeded.
- I. Establish a secure area for all PCB labeled containers. Wet down work areas during removal activities to prevent dust. Provide maximum practicable protection from inclement weather for materials, equipment, and personnel.
- J. In the event a non-work area beyond the PCB regulated work area becomes contaminated with PCB-containing dust, liquid or debris as a consequence of the Work, the Contractor shall be responsible for the performance of investigation and remediation tasks to the satisfaction of the Owner. All investigation, remediation, and reporting costs shall be the responsibility of the Contractor and the Contractor shall not seek reimbursement for these costs.
- K. Contaminated water and debris must be loaded into approved, lined, and labeled shipping containers. Use HEPA vacuum as needed to contain wastes and to clean smaller pieces.
- L. All PCB Bulk Product Waste removed from the site will be collected and contained within contractor supplied, properly sealed and labeled DOT-approved containers. Waste containers will be labelled for disposal in accordance with 40 CFR 761.40.
- M. Bulk PCB remediation wastes with a PCB concentration ≥ 50 ppm shall be disposed of in a hazardous waste landfill permitted by EPA under section 3004 of RCRA, or by a State authorized under section 3006 of RCRA, or a PCB disposal facility approved under 40 CFR §761.75. The Engineer will sign the Manifest as the "generator".
- N. Bulk PCB remediation wastes with a PCB concentration of < 50 ppm may be disposed of at a facility permitted, licensed, or registered by a State to manage non-municipal non-hazardous waste subject, or alternative PCB disposal facility, per 40 CFR §761.61(a)(5)(v)(A). The Owner will sign the Manifest as the "generator".
- O. Dust, residuals, contaminated water and disposable equipment will be placed into properly labeled DOT-approved containers for subsequent off-Site transport and disposal at a hazardous waste landfill which meets the requirements of 40 CFR 761, Subpart D.

- P. Hazardous wastes must be contained and transported per the requirements set forth in 49 CFR Parts 100 – 199, Hazardous Materials Transportation Regulations. Waste manifests signed by the receiving facility shall be furnished to the Engineer and Owner within 45 days after wastes have left the site or once received from the receiving facility, whichever comes first.
- Q. All wastes to be profiled, documented and manifested by the contractor. Contractor to provide copies of all manifests and documentation to the Engineer.

3.02 FINAL JOB LOG:

- A. The final job log shall be prepared by the Contractor and presented to the Engineer in a binder before submitting final payment application. The binder shall also contain a Table of Contents for the final submittals and tabs for each section of the final submittals. All submittals must be first-run copies of the original documents. The job log shall include, but not be limited to, the following:
 - 1. Copies of all applicable permits, notifications, manifests, and changes. The original or a legible photocopy of each certified mail return receipt shall be attached to the applicable documents.
 - 2. The Waste Shipment Records and any RCRA documents required for the project.
 - 3. All employee medical records.
 - 4. All employee training certificates and license or registration certificates.
 - 5. Visitors sign-in log. Containment sign-in log.
 - 6. Daily reports of work on-site, signed by the on-site Supervisor.
 - 7. Final inspection list.
 - 8. Copies of OSHA compliance air monitoring records conducted during the work.
 - 9. Laboratory testing results with dimensioned sample location plans.
- B. Final payment on this item will not be made until the Engineer accepts the Final Job Log.

END OF SECTION

AECOM

PROJECT
Route 7 Pump Station
Force Main and WWT
Decommissioning

OWNER
Town of Ridgefield, CT
Water Pollution Control
Authority

DESIGNER
AECOM
100 Water Street
Ridgefield, CT 06877

DATE
11/11/11

SUBCONSULTANTS

DESCRIPTION
This drawing shows the plan view of the proposed decommissioning of the existing Route 7 Pump Station and Force Main. The drawing includes the location of the existing structures, the proposed new structures, and the proposed force main. The drawing also shows the proposed access roads and the proposed utility lines.

LEGEND
1. EXISTING STRUCTURES
2. PROPOSED STRUCTURES
3. PROPOSED FORCE MAIN
4. PROPOSED ACCESS ROADS
5. PROPOSED UTILITY LINES

NOTES
1. THE PROPOSED DECOMMISSIONING OF THE EXISTING ROUTE 7 PUMP STATION AND FORCE MAIN IS SUBJECT TO THE APPROVAL OF THE STATE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT AND THE FEDERAL AGENCY FOR ENVIRONMENTAL AFFAIRS.

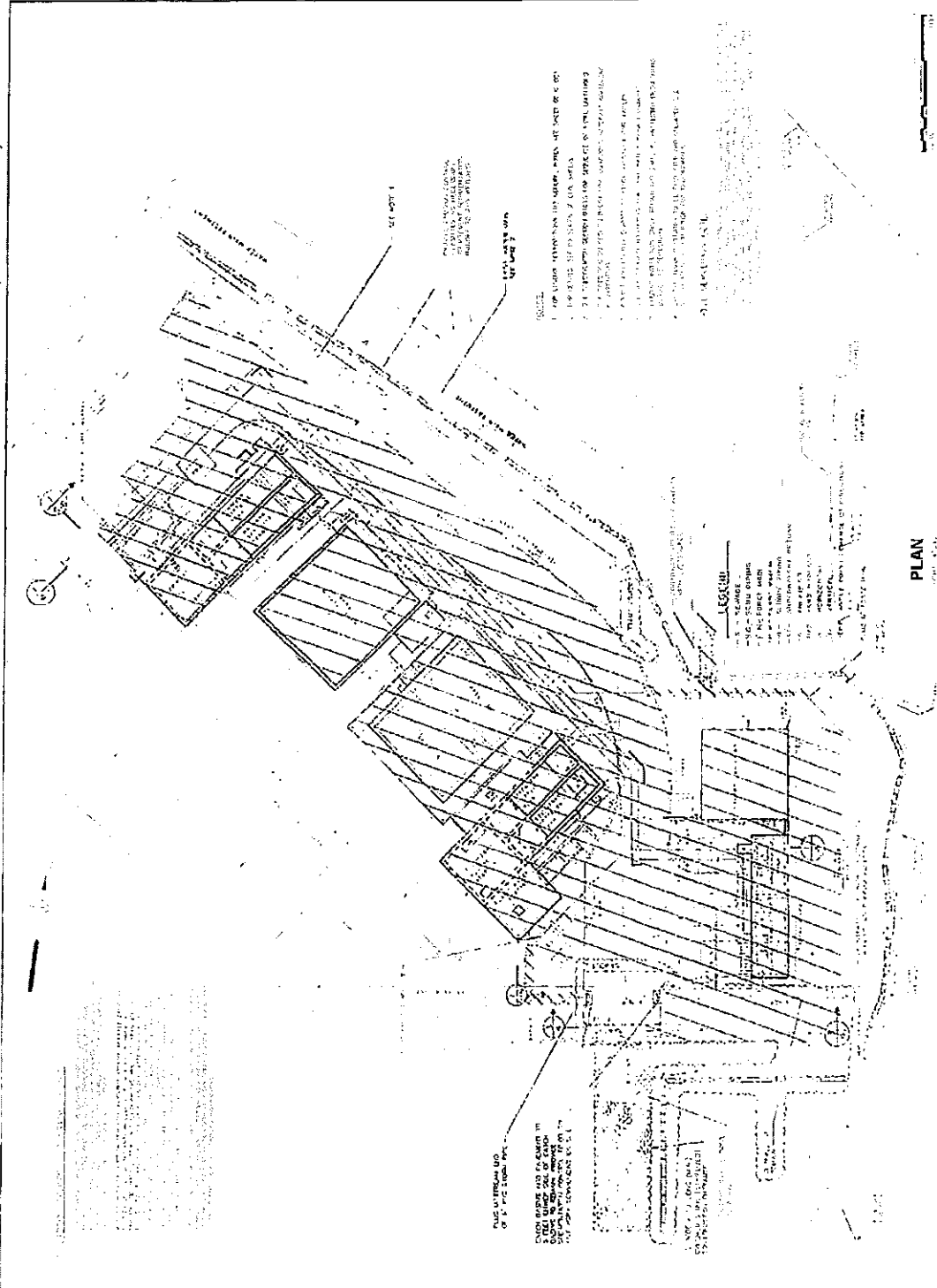
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PROJECT NUMBER
00 C-119

DATE
11/11/11

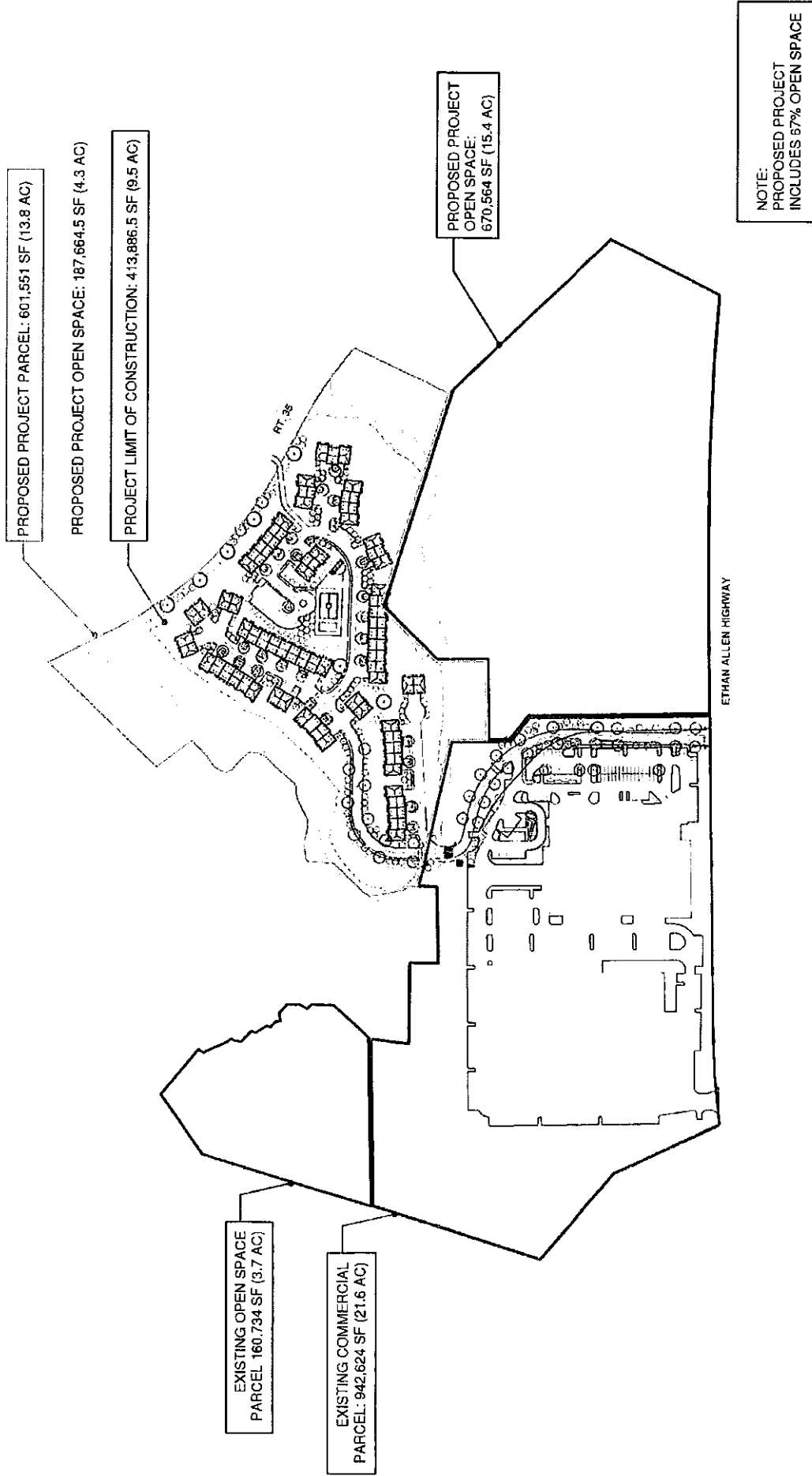
SCALE
AS SHOWN

PROJECT NUMBER
00 C-119



PLAN

EXHIBIT C



RIDGEFIELD VILLAGE - OPEN SPACE CONFIGURATION - RIDGEFIELD, CT
SLR³