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The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

July 9, 2015

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to award a Brownfields Assessment Grant to the Town of Warner (VC #177493B001), in the amount of \$41,200 to perform environmental site assessment work, effective upon Governor and Council approval through September 30, 2016. 100% Brownfields Repayment Funds.

Funds to support this request are anticipated to be available in the following account in State FY 2016 upon the availability and continued appropriation of funds in the future operating budget:

03-44-44-444010-2018-073-500580	<u>FY2016</u>
Dept. of Environmental Services, Brownfields SRF Repayments, Grants – Non-Federal	\$41,200

EXPLANATION

The Department of Environmental Services currently administers a Brownfields Revolving Loan Fund (RLF) for the purpose of providing financial support for the cleanup and redevelopment of contaminated properties. The Department has been authorized by the U.S. Environmental Protection Agency to use retained program income from the RLF (i.e., principal repayments and interest earned from loans) for a variety of Brownfields related activities including: 1) Phase I Environmental Site Assessments; 2) Phase II Environmental Site Assessments; and 3) cleanup planning. In September 2014, the Department announced that it was making available \$200,000 for two or more site specific assessment grants and solicited applications from interested municipalities, non-profit organizations and other eligible entities. Ten applications were received, then evaluated and ranked based on review criteria including: the thoroughness of the application; the availability of funds for subsequent cleanup and redevelopment; the extent to which the grant would provide benefits to the community; and whether or not redevelopment/reuse plans had been developed. Based on our review, the Department offered grants for four of the proposed projects. See Attachment A for the application rankings and list of reviewers.

The Town of Warner will use the grant funds to perform Phase I and Phase II Environmental Site Assessments at the former NHDOT Maintenance Lot located in Warner, NH. Potential redevelopment of the site includes using the property for parking and access to a new rail trail and river walk currently being developed nearby.

This agreement has been approved by the Attorney General's Office as to form, substance and execution. General funds will not be requested to support this program.

We respectfully request your approval.

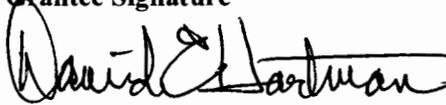
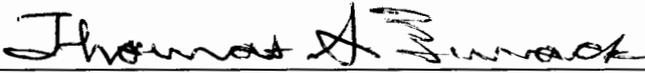
  
Thomas S. Burack, Commissioner

**Subject:** Town of Warner  
Brownfields Revolving Loan Fund – Assessment Grant

**GRANT AGREEMENT**

The State of New Hampshire and the Grantee hereby mutually agree as follows:

**GENERAL PROVISIONS**

<b>1.1 State Agency Name</b> NH Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive, Concord, NH 03302	
<b>1.3 Grantee Name</b> Town of Warner		<b>1.4 Grantee Address</b> PO Box 265, Warner, NH 03278	
<b>1.5 Effective Date</b> Upon G&C Approval	<b>1.6 Completion Date</b> September 30, 2016	<b>1.7 Audit Date</b> N/A	<b>1.8 Price Limitation</b> \$41,200.00
<b>1.9 Grant Officer for State Agency</b> Thomas S. Burack, Commissioner NH Department of Environmental Services		<b>1.10 State Agency Telephone Number</b> 603-271-3503	
<b>1.11 Grantee Signature</b> 		<b>1.12 Name &amp; Title of Grantee Signor</b> David E. Hartman, Chmn Board Selectman	
<b>1.13 Acknowledgment:</b> State of <u>NH</u> , County of <u>Merrimack</u>			
On <u>6/2/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>			
[SEAL] 			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b>			
		<div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>J. A. NEWMAN-ROGERS</b>            ★ NOTARY PUBLIC - NEW HAMPSHIRE ★            My Commission Expires June 5, 2018         </div>	
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> Thomas S. Burack, Commissioner NH Department of Environmental Services	
<b>1.16 Approval by Attorney General (Form, Substance and Execution)</b>			
By: 		On: <u>7/2/15</u>	
<b>1.17 Approval by the Governor and Council</b>			
By:		On:	

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as the "Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as the "Completion Date").

5. **GRANT AMOUNT: LIMITATION ON AMOUNT: PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities, which shall impose any obligations, or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, Cont includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grantee officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grantee Officer, and his/her decision on any dispute, shall be final.

9. **DATA: RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word data shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OR AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. **TERMINATION.**

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the Termination Report) describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

Grantee Initials DEH  
Date 19 May 15

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, or subcontractors, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

17. **INSURANCE AND BOND.**

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

Grantee Initials DEL  
Date 19 May 15

**Attachment A  
Brownfields Assessment Grant Rankings  
Applications and Rankings**

Applicant	City/Town	Site	Requested Grant Amount	Ranking	Comment
Town of Warner	Warner	NHDOT Maintenance Lot	\$41,200	1	
City of Nashua	Nashua	Fimbel Door Corp. Sludge Landfill	\$66,700	2	
Town of Raymond	Raymond	15 Old Manchester Road	\$20,900	3	
Rockingham Planning Commission	Exeter	Dagostino Rose Farm	\$56,000	4	
Southern New Hampshire Planning Commission	Derry	18 Maple St. Condo Development	\$41,000	5	Not funded
Town of Ashland	Ashland	Scott Heath (aka, LW Packard)	\$92,000	6	Not funded
Merrimack Valley School District	Concord	Beede Electrical Instruments	\$87,000	7	Not funded
City of Franklin	Franklin	Lucky Lenny's and Ciao Pasta Restaurant	\$90,000	8	Not funded
Town of Chesterfield	Chesterfield	Former Electrosonics	\$84,450	9	Not funded
Southern New Hampshire Planning Commission	Goffstown	Gentle Slopes	\$33,000	10	Not funded

**Grant Reviewer List**

Name	Department / Bureau	Title	Justification (Experience)
Keith DuBois, P.G.	NHDES / Waste Management Division	Environmental Programs Administrator	Assistant Director (3 years)
Rebecca Williams, P.G.	NHDES / Hazardous Waste Remediation Bureau	Hydrogeologist IV	Brownfields Program Manager (3 years)
Molly Stark, P.G.	NHDES / Hazardous Waste Remediation Bureau	Hydrogeologist III	Project Manager (8 years)
Michael McCluskey, P.E.	NHDES / Hazardous Waste Remediation Bureau	Sanitary Engineer II	Brownfields RLF Coordinator (8 years)

**EXHIBIT A**

**STATE OF NEW HAMPSHIRE**

**BROWNFIELDS CLEANUP REVOLVING LOAN FUND**

**SCOPE OF SERVICES**

The Town of Warner intends to use the grant funds for performing Phase I and Phase II Environmental Site Assessments at the NHDOT Maintenance Lot located at 32 Waterloo Street in Warner, New Hampshire.

## **EXHIBIT B**

### **STATE OF NEW HAMPSHIRE**

#### **BROWNFIELDS CLEANUP REVOLVING LOAN FUND**

##### **BUDGET AND PAYMENT METHOD**

The New Hampshire Department of Environmental Services (the "State") agrees to grant to the Town of Warner (the "Grantee") the sum of \$41,200 ("Grant Amount") to be used by Grantee only for environmental site assessment and/or cleanup planning activities.

The Grant Amount shall be payable to Grantee as reimbursement for eligible and allowable expenses incurred by Grantee based upon actual costs incurred for Project work. No reimbursement shall be made to Grantee without written approval of the Department of Environmental Services.

The Grantee may request a maximum of one reimbursement payment per month on forms provided by the State and shall include documentation of Project work completed and the eligible costs incurred by the Grantee.

## EXHIBIT C

### STATE OF NEW HAMPSHIRE

#### BROWNFIELDS CLEANUP REVOLVING LOAN FUND

##### SPECIAL PROVISIONS

1. **Area Covered.** The Grantee shall perform the Project on certain real property commonly referred to as the NHDOT Maintenance Lot located at 32 Waterloo Street in Warner, New Hampshire (the "Property"), which property is more particularly identified on Town of Warner Property Map 36, Lot 2.
2. **Completion of Project.** The Grantee shall commence work on the Project within 180 days of the Effective Date and shall complete and perform all of the work by September 30, 2016 (the "Completion Date").
3. **Project Manager.** The State shall designate an environmental project manager who shall review and approve the proposed work to be performed using grant funds. The State's environmental project manager will review the Grantee's environmental site assessment and cleanup planning documents to ensure that the work is being completed in accordance with all local, State, and Federal requirements.
4. **Environmental Site Assessments.**
  - 4.1 The Grantee shall perform Phase I Environmental Site Assessments in accordance with EPA's All Appropriate Inquiries Final Rule found at 40 CFR 312 or *American Society for Testing and Materials (ASTM) E1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The Grantee shall submit the Phase I Environmental Site Assessment Report to the State for review and approval prior to initiating Phase II site investigation work.
  - 4.2 The Grantee shall submit a work plan for proposed Phase II site investigations to the State for review and approval prior to commencing with the work.
  - 4.3 The Grantee shall submit a Request for Project Review to the New Hampshire Division of Historical Resources prior to commencing Phase II subsurface activities.
  - 4.4 Phase II site investigations shall meet the requirements of *ASTM E1903-11 Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process* and the New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management*. Upon completion of the site investigation work, the Grantee shall submit copies of the Phase II Environmental Site Assessment Report to the State for review and approval prior to initiating cleanup planning.
5. **Cleanup Planning.** If the Project includes cleanup planning, the Grantee shall prepare a Remedial Action Plan (RAP) that meets the requirements of New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management*. The Grantee shall submit copies of the RAP to the State for review and approval.



**TOWN OF WARNER**

**P.O. Box 265**

*Warner, New Hampshire 03278-0265*

*Telephone: (603)456-2298*

*Fax: (603) 456-2297*

Board of Selectmen

David E. Hartman - Chairman

Clyde Carson

Allan N. Brown

Town Administrator

Jim Bingham ext. 231

I, Judith Newman-Rogers, Town Clerk of Warner, New Hampshire do hereby certify that: (1) at the meeting held on October 28, 2014, the Board of Selectmen voted to authorize the Town of Warner, NH to apply for, accept and expend money from the state, federal, or other governmental unit or a private source, which becomes available during the fiscal year, in accordance with the procedures set forth in NH (RSA 31:9-b); (2) at the meeting on May 12, 2015, the Town of Warner, NH, agreed to receive a Brownfields Cleanup Revolving Loan Fund Subgrant Grant from the NH Department of Environmental Services (DES) to fund the cleanup at the 32 Waterloo St. property.

Official Motion: Motion by Selectman Hartman "to enter into and approve a Subgrant Agreement with DES in the amount of \$41,200 to Warner, NH, Selectman Brown seconded the motion.

Vote Unanimous:

IN WITNESS WHEREOF, I have hereunto set my hands as the Town Clerk of Warner, NH.

*Judith A. Newman-Rogers*  
Town Clerk

*June 1, 2015*  
Date

STATE OF NEW HAMPSHIRE  
COUNTY MERRIMACK

On the 1<sup>st</sup> day of JUNE before me, Theresa Buskey, Notary Public, the undersigned officer, personally appeared, Judith Newman-Rogers, who acknowledges herself to be the Town Clerk of Warner, NH and that she, as such Town Clerk, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have hereunto set my hand and official seal.

*Theresa V. Buskey*  
Notary Public

Commission Expires:

**THERESA V. BUSKEY**  
**Justice of the Peace - New Hampshire**  
**My Commission Expires March 12, 2019**

## **2. Tim Blagden – Grant Opportunity**

- A. Tim said he met with the Department of Transportation on October 15<sup>th</sup> to ask some questions about parcels of land that are along the Warner River that may be used to build the rail trail. Tim said during the conversation it came up that the old State maintenance shed at the end of Waterloo St. might be considered surplus property; this site is a potential brownfield site. There is a grant opportunity through the Department of Environmental Services for a brownfield assessment of the land; the application process closes October 31. Tim feels this would be a good opportunity for the Town to figure out what the parcel could entail. He said the existing Park & Ride is at capacity on a daily basis and this an ideal location and he said it would also be an outstanding location if the rail trail is established, it would be a great mid-point parking location.
- B. Selectman Carson said if the Town is approved, the grant would provide an assessment of the property and if the property does become available the Town will know the condition of the property. Chairman Hartman said the assessment may also have an impact on the Water District depending on the results. Selectman Carson asked if a municipal body must apply for the grant and Tim said he did not believe so, he believes a non-profit could apply as well, but the Town would have first right of refusal buying a piece of State surplus property.
- C. Tim asked if this site is in the Master Plan as a future sight for a Park & Ride. Barbara Annis said the site was listed in the Charrette and since then she learned the State will not put a Park & Ride through a neighborhood so the access would need to come off of Route 103 and the State would not be interested unless the site can hold 250 cars. Selectman Brown said the last time the Board met with William Rose from the Department of Transportation regarding the roundabout, he said the State has softened their stance on the Park & Ride.

### **Board Action**

Selectman Brown moved to have Tim Blagden move forward and apply for a brownfield assessment grant through the Department of Environmental Services. Selectman Carson seconded the motion. Selectman Carson asked what the role is of the Selectmen. Tim said the Town is applying for the grant. Motion passed 3-0.

## **3. 2015 Transfer Station Operating Budget**

- A. Director of Public Works, Matt Waite and Transfer Station Foreman, Varick Proper presented the 2015 operating budget for the Transfer Station with a 3.40% increase. The bulk of the increase is for Concord Regional Solid Waste in the amount of \$3,200. The other impact is from full time wages in the amount of \$4,768 because last year there was not a full year of full time wages due to a personal leave of absence.
- B. Selectman Brown asked if the part-time wages includes the cost of hiring on-call personnel and Varick said yes.
- C. Varick said the disposal costs need to be increased to \$6,600 which he feels can be off-set by the heating costs because the Transfer Station has a new furnace.
- D. Selectman Brown asked what the turn-out was for the Household Hazardous Waste Day. Varick said about 53 site visits, he said the Town needs to move towards a regional collection system.
- E. Selectman Carson asked if anything will be done about the glass crusher. Varick said he hopes not. Selectman Brown said in May the Board voted to get the crusher going again. The Town Administrator said the topic of glass crushing came up when talking about what to do with the massey tractor. There was some additional costs that had to be factored in to see if the crushing of glass is being compared apples to apples in respect to what is the more efficient way of processing the glass, doing a full crush or sending the product to Hopkinton. Staff time, travel and wait time to Hopkinton needs to be considered as well.

Varick felt it was time to give up the glass crushing process when the shaft on the Massey was lost after just being replaced last year. Selectman Carson asked when the material is trucked to Hopkinton does the Town receive anything back and Varick said no. Varick said in order to contract glass crushing you would need an amount that would take the Town several years to accumulate. Chairman Hartman asked where is the cost for trucking the material to Hopkinton listed in the budget. Varick said the cost is within the overall disposal costs at \$23 per ton. Selectman Brown asked what are the man hours being used for if the department is no longer crushing glass. Varick said all the things that the

C. Public Comments:

- An audience member said she has gone onto the Town's website and signed up for notifications and did not receive any notice regarding tonight's meeting. Also on the website, she asked if only public hearings are posted on the website, she asked if the whole agenda is listed on the website too. The Town Administrator explained in terms of posting meetings the law requires a 24 hour notice for meetings. Public Hearings need to be posted in two public places plus in a paper of general publication. There will also be available in the future a specific fire department page that will list all the current activity. As far as the e-notices (email), the Town Administrator has not notified the webmaster to activate, he said it will be up and running for the next time. Barbara Annis noted the agenda for tonight's meeting is on the website. The audience member feels the website is not user friendly.
- Judy Newman-Rogers asked if the Conservation Commission had any recommendations regarding the sale of the property. The Town Administrator said yes, the Commission recommended selling the property because it's not a suitable site for a fire station. One of their concerns is the erosion. The following is the email response from the Conservation Commission dated March 21, 2015:

*The lot on East Main, Map 29, Lot 1 has significant environmental constraints as a building site. Problems noted today by WCC members include required setbacks from the Warner River and Route 103 that limit the buildable area on the parcel, ongoing erosion caused by the river, as well as concerns about protection of wetlands areas on the parcel.*

- Howard Kirchner asked if the plan is to sell the property for profit or break even. The Town Administrator said the target price is the cost for the land. Howard said then there will be a loss because a building was removed. Howard said the target price should be 20 or 30% above the amount the Town paid to recover, otherwise, the Town is sitting on good piece of real estate. It could be used for the solar array, Howard would like to see the Selectmen think outside the box. Howard said the site is a terrible one for a fire department but it could be used for a training site.
- An audience member asked if the Selectmen will obtain a selling value from a realtor. Chairman Hartman said yes.
- Andy Bodnarik noted that some property values have gone down recently in terms of actual sale price. Chairman Hartman said the Town is in the process of selling this piece of property regardless of the prices going up or down.

D. Chairman Hartman closed the public hearing at 7:12 pm.

**7. Brownsfield Grant for 32 Waterloo Street**

- A. The Town Administrator said a public hearing was held on April 28, 2015 for public input prior to the Selectmen deciding to accept/or not accept unanticipated revenue which this grant is. One of the concerns from the hearing was if the grant amount \$41,200 is enough, what is the Town getting out of it, and what will the cost to the Town be administratively. The Town Administrator spoke with both the Department of Environmental Services as well as Sanborn Head who is the environmental firm that submitted the cost. Sanborn Head is willing to lower the price to allow \$600 to cover administrative costs. The Town Administrator spoke with Mike McClusky at DES who wants a new proposal submitted with the new figures which is being completed this week. Sanborn Head is willing to complete all the work in phase I & II within the \$41,200 which will include the administrative costs.
- B. Selectman Brown asked if the Town has any liability. The Town Administrator said the owner (State) of the property holds the liability.
- C. Chairman Hartman said he knows people are saying the Selectmen should not get involved with anymore grants with stipulations that the Board is not quite sure about, it seems to him the way the project came about would be for the benefit of the Town just in general environmental understanding of the site. Selectman Carson said the location of the property could also have an impact on the Town's water resources. Selectman Brown said this should have been done by the State when the State shed was decommissioned.

**Board Action**

Chairman Hartman moved to accept the unanticipated funds in the amount of \$41,200. Selectman Carson seconded the motion. Selectman Carson asked by accepting the funds does the State decide who will get the contract. The Town Administrator said the Town decides because once the Selectmen accept the funds the Town becomes the administrator of the grant. The State is fine with whatever way the Town wants to handle hiring a consulting firm.

Selectman Brown said the \$600 will not cover the cost for a bid process unless the Selectman accepts Sanborn Head to complete the work. The Town Administrator said he would recommend going out to bid if any Warner money was involved but, for the fact that the grant is being paid 100% by the State, a reputable firm has made a proposal and it is a firm that has worked with the State in the past and well within the price range, it will save the Town a lot of work by not having to go through the bid policy process. Chairman Hartman asked if the Town Administrator received any indication from the State that Sanborn Head is a perfectly good outfit to deal with and the Town Administrator said yes. Barbara Annis said the Town just recently hired Donna Lane to oversee a Community Development Block Grant, what makes the Board feel they are capable of handling a Brownsfield Grant. Barbara doesn't understand the change. The Town Administrator said the CDBG has a system already set up and Donna is very well versed in moving the grant process along for that particular organization using federal funds. In this case the Town is basically receiving assistance from the State; the State is essentially overseeing this, the Town is the fiscal agent for the most part on this grant. Fay Vadnais lives next door to the property and she is concerned the phase II work could possibly effect the vein of water that supplies her home. Fay wants to know who would be liable and the same with any damage associated with any drilling. The Town Administrator said the test boring completed at the Odd Fellows Building went down to about 30 feet. The firm completing the work will carry liability insurance as well. Selectman Carson said the contractors could be asked if there will be any risk to Fay's water source. Selectman Brown said the State standard for liability coverage is \$1million. Fay said she feels more comfortable addressing her concern at this level. Fay also wanted to know what time of day will the testing be completed. The Town Administrator told Fay the disturbance level is very low, and that she probably won't even know they have come and gone. Judy Newman-Rogers recommended the contractor perform a base line on the wells in the area before the analysis is completed. The Town Administrator said the alteration of the terrain at this site is extremely minimal, only surface testing will be completed in phase I. Chairman Hartman called for a vote on the motion; all were in favor, the motion passed 3-0.

#### **8. Fire Station Building Review Committee Discussion**

- A. The question before the Selectmen is when should this Committee be convened. At this time Provan & Lorber is reviewing the Planning Board's recommendations and is willing to discuss with the Selectmen some suggestions that will help address some of the Planning Board's recommendations. The initial proposal cost is \$1,700.
- B. Membership consideration for the Committee is:  
Peter Wyman – Fire Fighter  
Sean Toomey – First Deputy  
Howard Kirchner - Citizen  
Lois Lord - Citizen  
Kimberley Idelmann – Budget Committee  
Janice Loz – Zoning Board of Adjustment  
Anthony Mento - Architect

The Town Administrator has created the charge for the Committee, but, Selectman Brown said the one question the Selectmen need answered before the Committee convenes is when he was speaking with the Fire Chief the Chief said the current plans would fit on the site being proposed (Map 34 Lot 20-2) and Selectman Brown said he is not sure the Town will support a \$3million fire station. Selectman Brown sees the need to reduce the size of the building. Does the Town want to build one big station or does the Town want to keep the old fire station for medical services and build a station to house equipment. The Town Administrator feels the Selectmen should be looking at convening the committee to let the committee interview the Fire Chief, do the work sessions, evaluate what makes sense in terms of a fire house and present their findings to the Board. Selectman Carson's concerns are not with the building, it's with the location. The Town Administrator said the Building Committee can work on the building and the site selection determination can keep moving along. Another issue that needs to be considered is the fire department is also responsible for any interstate calls as well.

- B. Chairman Hartman said let's form the Committee and have them report back to the Selectmen with a recommendation, the time line will be determined by the Committee. An audience member asked what criteria was used to form the Committee. Selectman Brown said 2 have volunteered, 2 are coming from the fire department, 1 from the Zoning Board of Adjustment, an architect and a member from the Budget Committee. Selectman Brown will contact all the members being considered. Chairman Hartman would like to see the public hearings for the acquisition for a piece of land be arranged as well.

# CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Coverage Agreement(s) (also known as the Member Agreement(s)) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend, or alter the coverage afforded by the Member Agreement(s) except to the extent provided in the Additional Covered Party box or Loss Payee box below, if checked.

THIS IS TO CERTIFY THAT THE ENTITY NAMED BELOW HAS BEEN ISSUED THE MEMBER AGREEMENT(S) FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS, AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<b>Member:</b>	Town of Warner	<b>Company Affording Coverage (the "Company"):</b>		
<b>Member Number:</b>	024-070186 - 16	Property-Liability Trust, Inc. PO Box 2008, Concord, NH 03302-2008		
<b>Coverage (Occurrence basis only):</b>	<b>Effective Date (mm/dd/yy)</b>	<b>Expiration Date (mm/dd/yy)</b>	<b>Limits (subject to applicable NH statutory limits)</b>	
<input checked="" type="checkbox"/> <b>General Liability</b> (Member Agreement Section III.A)	7/1/2015	6/30/2016	Each Occurrence	\$ 5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products -Comp/Op Agg	\$
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2015	6/30/2016	Each Occurrence	\$ 5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
			<input type="checkbox"/> <b>Excess Liability</b>	
			Aggregate	\$ N/A
<input checked="" type="checkbox"/> <b>Property (All Risk including Theft)</b> (Member Agreement Section I) Deductible: \$1,000	7/1/2015	6/30/2016		\$Per scheduled limits and Member Agreement
<input checked="" type="checkbox"/> <b>Workers' Compensation (Coverage A)</b> <b>Employers' Liability (Coverage B)</b>	7/1/2015	6/30/2016	Coverage A:	Statutory
			Cov. B: Each Accident	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
<b>Description:</b> Proof of Coverage for the Brownfields Revolving Loan Fund - Assessment Grant DES Site 199107075, Project #34355				

NH DEPT. OF  
ENVIRONMENTAL SERVICES  
JUN 26 2015  
**RECEIVED**

**CANCELLATION:** If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input type="checkbox"/> <b>Additional Covered Party</b>	<input type="checkbox"/> <b>Loss Payee, as his, her or its interests appear</b>
<p><i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the Member, and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees, or agents. Available limits of coverage are shared between the Member and the Additional Covered Party.*</i></p>	
<p><i>*Terms in quotes are defined in the Member Agreement.</i></p>	

<p><b>Certificate Holder:</b></p> <p>State of New Hampshire Department of Environmental Services 29 Hazen Drive PO Box 95 Concord NH 03801</p>	<p><b>Company</b></p> <p>By: <u>Wendy W. Parker</u> Authorized Representative</p> <p>Date Issued: <u>6/16/2015</u></p> <p style="text-align: right;">Please direct inquiries to:  Kim Brewster 603.230.3359</p>
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