



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

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Robert R. Scott, Commissioner

February 7, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to award a Brownfields Cleanup Grant to the City of Manchester (VC #177433 B004), in the amount of \$200,000 to perform environmental site remediation work, effective upon Governor and Council approval through December 31, 2020. 100% Brownfields Repayment Funds.

Funding is available in the account as follows:

	<u>FY2019</u>
03-44-44-444010-2018-073-500580	\$200,000

Dept. of Environmental Services, Brownfields RLF Repayments, Grants – Non-Federal

EXPLANATION

NHDES currently administers a Brownfields Revolving Loan Fund (RLF) for the purpose of providing financial support for the cleanup and redevelopment of contaminated properties. NHDES 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 Brownfields related activities. In May 2018, NHDES announced that it was making available \$400,000 for two or more cleanup grants and solicited applications from interested municipalities, non-profit organizations and other eligible entities. Eight applications were received, then evaluated and ranked based on review criteria including: thoroughness of the application; availability of funds for subsequent cleanup and redevelopment; extent to which the grant would provide benefits to the community; and whether or not redevelopment/reuse plans were developed. Based on our review, NHDES offered grants for two of the proposed projects. See Attachment A for the application rankings and list of reviewers.

The cleanup grant awarded to the City of Manchester will be used to fund a portion of the remediation of the Bedford Street Lot (Parcel 900-9) located on Bedford Street between Canal and Commercial Streets in Manchester, New Hampshire. The City of Manchester is working with a private developer to construct a hotel with ground-floor retail shops and restaurants, and substantial parking improvements, including the creation of approximately 155 spaces, on one of the last remaining buildable areas in the Manchester Millyard. This project requires the

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2

excavation and off-site disposal of approximately 12,000 cubic yards of polycyclic aromatic hydrocarbon (PAH-), arsenic-, and lead-impacted soil from the city-owned portion of the site in order to accommodate the proposed development. Both private and public funds will be used to fund the cleanup and subsequent redevelopment.

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.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

Robert R. Scott
Commissioner




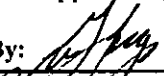
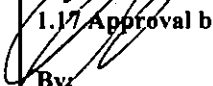
Subject: City of Manchester
Brownfields Revolving Loan Fund – Cleanup Grant

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: City of Manchester		1.4 Grantee Address One City Hall Plaza, Manchester, NH 03101	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2020	1.7 Audit Date N/A	1.8 Grant Limitation \$200,000.00
1.9 Grant Officer for State Agency Michael McCluskey, Brownfields Program		1.10 State Agency Telephone Number (603) 271-2183	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Joyce Craig, Mayor	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>1/30/2019</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.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace <u>Ryan Mahoney, Notary Public</u>		Ryan P. Mahoney NOTARY PUBLIC State of New Hampshire My Commission Expires 2/11/2020	
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) <u>Robert R. Scott, Commissioner NHDES</u>	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>2/19/19</u>			
1.17 Approval by the Governor and Council By:  On: <u> / /</u>			



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

EMAIL ONLY

November 2, 2018

Melanie Sanuth
City of Manchester
One City Hall Plaza
Manchester, NH 03101

**Subject: Manchester – Bedford Street Lot (Parcel 900-9)
DES Site #201608065, Project #37203
Brownfields Revolving Loan Fund – Cleanup Grant**

Dear Ms. Sanuth:

The New Hampshire Department of Environmental Services (NHDES) is pleased to inform the City of Manchester of our intent to award a cleanup grant from New Hampshire's Brownfields Revolving Loan Fund (RLF). NHDES intends to award \$200,000 for the purpose of funding a portion of the remediation of the Bedford Street Lot site in Manchester, New Hampshire. Specifically, the funding will be used for excavation and off-site disposal of polycyclic aromatic hydrocarbon (PAH-), arsenic-, and lead-impacted soil.

In order to award the subgrant funds we must enter into a Grant Agreement approved by the Governor and Executive Council (G&C). Enclosed is the proposed Grant Agreement. **Please review this document carefully.** If everything is satisfactory based on your review, please submit the following:

1. **Original Grant Agreement, signed and notarized (attached);**
2. **Original Certificate of Vote/Authority, signed and notarized (examples attached); and**
3. **Certificate of Insurance.**

As soon as the required paperwork is received, NHDES will proceed with requesting G&C approval. Should you have any questions in the interim, please contact me at NHDES' Waste Management Division. We look forward to continuing our work with the City of Manchester on completing the cleanup and subsequent redevelopment of the Bedford Street Lot site.

Sincerely,

Michael McCluskey, P.E.
Brownfields Program
Hazardous Waste Remediation Bureau
Tel: (603) 271-2183
Fax: (603) 271-2181
Email: Michael.McCluskey@des.nh.gov

Waste
Management
Division

Digitally signed by Waste
Management Division
DN: cn=Waste Management Division,
o=NHDES, ou=Waste Management
Division,
email=llisa.newton@des.nh.gov, c=US
Date: 2018.11.02 11:07:37 -0400

Attns: Grant Agreement
Certificate of Vote/Authority Examples

ec: H. Keith DuBois, P.G., Asst. Director, WMD
Karlee Kenison, P.G., Administrator, HWRB
Amy Doherty, P.G., State Sites Supervisor, HWRB

www.des.nh.gov

PO Box 95, 29 Hazen Drive, Concord, NH 03302-0095

Telephone: (603) 271-2908 Fax: (603) 271-2181 TDD Access: Relay NH 1-800-735-2964

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; VOUCHERS; 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's 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, "Grantee" 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 Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant 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 OF 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.

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, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker'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, 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, subgrantee 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 worker'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 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.

EXHIBIT A

STATE OF NEW HAMPSHIRE

BROWNFIELDS CLEANUP REVOLVING LOAN FUND

SCOPE OF SERVICES

The City of Manchester intends to use the grant funds for the remediation of environmental contamination at the Bedford Street Lot site (Parcel 900-9) in Manchester, New Hampshire.

Grant funds will be used for the excavation and off-site disposal of polycyclic aromatic hydrocarbon (PAH-), arsenic-, and lead-impacted soil.

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 City of Manchester (the "Grantee") the sum of \$200,000 ("Grant Amount") to be used by Grantee only for cleanup.

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.**

1.1 The Grantee shall perform the Project on certain real property commonly referred to as the Bedford Street Lot site (Parcel 900-9) located in Manchester, New Hampshire (the "Property"), which property is more particularly described in the Quitclaim Deed recorded at the Hillsborough County Registry of Deeds on September 13, 1985 at book 3377, page 0821.

1.2 The Grantee shall retain ownership of the Property between the Effective Date and the Completion Date. For the purposes of this Agreement, the term "owns" means fee simple title.

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 December 31, 2020 (the "Completion Date").

3. **Environmental Report(s).** The Grantee shall provide the State with a copy of an American Society for Testing and Materials (ASTM) E1527-05 or equivalent Phase I Environmental Site Assessment report for the Property and an ASTM E1903-97 or equivalent Phase II Environmental Site Assessment (i.e., a site investigation that meets the requirements of New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management*) (collectively, the "Assessment"). The Grantee agrees that the grant funds shall not be used for the payment of any cost or expense related to the Assessment.

4. **Project Manager.** The State shall designate an environmental project manager who shall review and approve of the proposed cleanup and coordinate the work to be performed using grant funds. The State's environmental project manager will review the Grantee's remedial planning, design, and engineering documents and review the cleanup activities as they are on-going to ensure that the cleanup is being completed in accordance with all local, State, and Federal requirements and is protective of human health and the environment.

5. **Remedial Action Plan.**

The Grantee shall prepare a Remedial Action Plan (RAP) that meets the requirements of the 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.

6. **Remedial Action Implementation Report.** The Grantee shall prepare a Remedial Action Implementation Report that meets the requirements of New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management*. The report shall be submitted to the State for review and approval within ninety (90) days following completion of the Project.

7. **Event of Default.** In addition to the Events of Default specified in Subparagraph 11.1 of the General Provisions, any one or more of the following acts or omissions of the Grantee shall constitute an Event of Default:
 - a. The Grantee sells or transfers the Property prior to the Completion Date.
 - b. Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect.

8. Subparagraph 17.1.2 of the General Provisions shall be changed to read: "comprehensive public liability insurance against all claims of bodily injuries or property damage, in amounts not less than \$1,000,000 each occurrence and \$325,000 each person; and"


Certificate of Authority

I, Matthew Normand, City Clerk for the City of Manchester, New Hampshire do hereby certify that:

1. The Board of Mayor and Aldermen voted to accept funds and enter into a grant Agreement with the NH Department of Environmental Services on January 15, 2019;
2. The Board of Mayor and Aldermen further authorized the Mayor to execute any documents which may be necessary for the grant Agreement;
3. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
4. The following person has been appointment to and now occupies the office indicated above:

Joyce Craig, Mayor

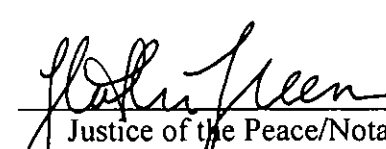
IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of Manchester, New Hampshire this 24th day of January, 2019.

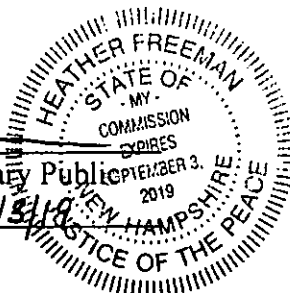

Matthew Normand, City Clerk

State of New Hampshire
County of Hillsborough

On this the 24th day of January 2019, before me Heather Freeman, the undersigned officer personally appeared Matthew Normand, who acknowledge their self to be the City Clerk for the City of Manchester, NH, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my and signature and official seal


Justice of the Peace/Notary Public
Commission Expiration: 9/3/19



Kevin J. O'Neil
Risk Manager



CITY OF MANCHESTER
Office of Risk Management

CERTIFICATE OF COVERAGE

NHDES
33 Hazen Drive
PO Box 95
Concord, New Hampshire 03302 -0095

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage within the financial limits of RSA 507-B as follows:

	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
WORKER'S COMPENSATION	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, 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 limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD.

For the NHDES Brown Field Hazardous Cleanup Grant Funds at the site known as Map and Lot #900-9 in the City of Manchester.

Issued the 25th day of January, 2019. .



Risk Manager

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

Applicant	City/Town	Site	Requested Grant Amount	Ranking	Comment
City of Rochester	Rochester	Former Advanced Recycling	\$200,000	1	
City of Manchester	Manchester	Bedford Street Lot (Parcel 900-9)	\$200,000	2	
Manchester Development Corporation	Manchester	Former Rex Theater	\$195,600	3	Not funded
Town of Boscawen	Boscawen	Allied Leather	\$200,000	4	Not funded
Town of Walpole	Walpole	Central Plating Site	\$116,542	5	Not funded
Mindful Living Initiative	Alstead	Kidder's Pond/Former Lysik Property	\$55,050	NA	Ineligible
Central New Hampshire Regional Planning Commission	Hillsborough	Former Woods Woolen Mill	\$200,000	NA	Ineligible
City of Nashua c/o Division of Community Development	Nashua	Former Asbestos Disposal Site #229	\$30,000	NA	Ineligible

Grant Reviewer List

Name	Department / Bureau	Title	Years of Experience
Amy Doherty, P.G.	NHDES / Hazardous Waste Remediation Bureau	Hydrogeologist V	27
Michael McCluskey, P.E.	NHDES / Hazardous Waste Remediation Bureau	Civil Engineer V	32
Kate Emma Schlosser, P.E	NHDES / Hazardous Waste Remediation Bureau	Civil Engineer V	18
Melinda Bubier, EIT	NHDES / Hazardous Waste Remediation Bureau	Environmentalist IV	16