



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

MAY 26 '15 AM 11:44 DAS



Thomas S. Burack, Commissioner

May 15, 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 City of Nashua (VC #177441B006), in the amount of \$66,700 to perform environmental site assessment work, effective upon Governor and Council approval through September 30, 2016. 100% Brownfields Repayment Funds.

Funding is available as follows:

03-44-44-444010-2018-073-500580 FY2015
Dept. of Environmental Services, Brownfields SRF Repayments, Grants – Non-Federal \$66,700

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 City of Nashua will use the grant funds to perform a Phase I Environmental Site Assessment for the Fimbel Door property located in Nashua, NH as well as perform a treatability study for managing an on-site tannery sludge landfill. Potential redevelopment of the site includes combining the property with two adjacent parcels to create a mixed residential and commercial development. Private funds will be used to assess the adjacent parcels as they are ineligible for grant funding. The combined properties are located proximate to Exit 6 of the Everett Turnpike and the new Broad Street Parkway.

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
Thomas S. Burack, Commissioner

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

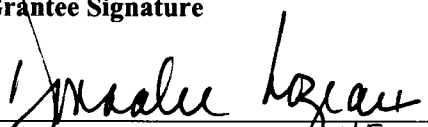
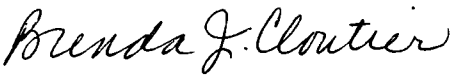
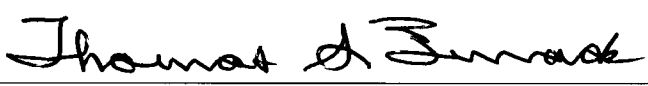
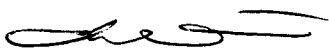
| Name | Department / Bureau | Title | Justification (Experience) |
|-------------------------|--|--------------------------------------|---------------------------------------|
| Keith DuBois, P.G. | NHDES / Waste Management Division | Environmental Programs Administrator | Assistant Director (3 years) |
| 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) |

Subject: City of Nashua
Brownfields Revolving Loan Fund – Assessment Grant

GRANT AGREEMENT

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

GENERAL PROVISIONS

| | | | |
|--|--|---|--|
| 1.1 State Agency Name NH Department of Environmental Services | | 1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302 | |
| 1.3 Grantee Name City of Nashua | | 1.4 Grantee Address 229 Main Street, PO Box 2019, Nashua, NH 03061-2019 | |
| 1.5 Effective Date Upon G&C Approval | 1.6 Completion Date September 30, 2016 | 1.7 Audit Date N/A | 1.8 Price Limitation \$66,700.00 |
| 1.9 Grant Officer for State Agency Thomas S. Burack, Commissioner NH Department of Environmental Services | | 1.10 State Agency. Telephone Number 603-271-3503 | |
| 1.11 Grantee Signature  | | 1.12 Name & Title of Grantee Signor Donnalee Lozeau, Mayor | |
| 1.13 Acknowledgment: State of <u>NEW HAMPSHIRE</u> County of <u>HILLSBOROUGH</u> On <u>3/19/15</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. | | | |
| 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 BRENDA J. CLOUTIER MY COMM. EXP.: 1/25/17 EXEC. ASSISTANT | | | |
| 1.14 State Agency Signature(s)  | | 1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner NH Department of Environmental Services | |
| 1.16 Approval by Attorney General (Form, Substance and Execution) By:  On: <u>5-22-2015</u> | | | |
| 1.17 Approval by the Governor and Council By: _____ On: _____ | | | |



The State of New Hampshire
Department of Environmental Services



Thomas S. Burack, Commissioner

December 24, 2014

Thomas Galligani
City of Nashua
229 Main Street, PO Box 2019
Nashua, NH 03061-2019

**Subject: Nashua – Fimbel Door, Fox Street
DES Site #198404000, Project #405
Brownfields Revolving Loan Fund – Assessment Grant**

Dear Mr. Galligani:

Congratulations on your successful application for an assessment grant from New Hampshire's Brownfields Revolving Loan Fund (RLF). Based upon the information presented in your application dated October 30, 2014, the Department of Environmental Services (Department) intends to award \$66,700 to the City of Nashua for the purpose of funding environmental assessment work and cleanup planning at the Fimbel Door site located at Fox Street in Nashua, New Hampshire.

In order to award the grant 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, the Department will proceed with requesting G&C approval. Should you have any questions, please contact me at the Department's Waste Management Division. We look forward to working with the City of Nashua on this project.

Sincerely,

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

Waste
Management
Division

Digitally signed by Waste Management
Division
DN: cn=Waste Management Division,
ou=NHDES, ou=Waste Management
Division,
email=mccluskey.durges@des.nh.gov, c=US
Date: 2014.12.24 14:10:56 -0500

Attachments: Grant Agreement
Certificate of Vote/Authority Examples

ec: Michael Wimsatt, P.G., Director, WMD
H. Keith DuBois, P.G., Asst. Director, WMD
John Regan, P.G., Administrator, HWRB
Rebecca Williams, P.G., Brownfields Program Manager

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • 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: 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, formulac, 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 Grantee 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 *DL*
Date *3/19/15*

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 or 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 of the of 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 DL
Date 3/19/15

EXHIBIT A

STATE OF NEW HAMPSHIRE

BROWNFIELDS CLEANUP REVOLVING LOAN FUND

SCOPE OF SERVICES

The City of Nashua intends to use the grant funds for performing a Phase I Environmental Site Assessment and cleanup planning for the Fimbel Door site located at Fox Street in Nashua, 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 City of Nashua (the "Grantee") the sum of \$66,700 ("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 Fimbel Door site located at Fox Street in Nashua, New Hampshire (the "Property"), which property is more particularly described in the Quitclaim Deed, dated December 21, 1989, recorded at the Hillsborough County Registry of Deeds at book 5167, page 1600.
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.



City of Nashua

Office of the City Clerk

Paul R. Bergeron
City Clerk

Patricia Piecuch
Deputy City Clerk

229 Main Street
P.O. Box 2019
Nashua, NH 03061-2019

(603) 589-3010
Fax (603) 589-3029
E-Mail: cityclerkdept@NashuaNH.gov

CERTIFICATE OF VOTE AND AUTHORITY

I, Paul R. Bergeron, City Clerk of the City of Nashua, County of Hillsborough, State of New Hampshire, do hereby certify that:

1. I maintain and have custody of and am familiar with the seal and minute books of the municipality;
2. I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
3. The following is a true and complete copy of City Charter Sec. 45 which empowers the Mayor of the City to “supervise the administrative affairs of the city and...carry out the policies enacted by the board of aldermen”:

§ 45. [Mayor, general duties; administrative assistant, compensation]

The mayor shall be the chief administrative officer and the head of the administrative branch of the city government. He shall supervise the administrative affairs of the city and shall carry out the policies enacted by the board of aldermen. He shall enforce the ordinances of the city, this charter, and all general laws applicable to the city. He shall keep the board of aldermen informed of the condition and needs of the city and shall make such reports and recommendations as he may deem advisable, and perform such other duties as may be prescribed by this charter or required of him by ordinance or resolution of the board of aldermen, not inconsistent with this charter. He shall have and perform such other powers and duties not inconsistent with the provisions of this charter as now are or hereafter may be conferred or imposed upon him by municipal ordinance or upon mayors of cities by general law. The mayor shall nominate and the aldermen confirm an administrative assistant to the mayor who shall serve for an indefinite term and perform such duties and functions’ as the mayor shall designate. Said administrative assistant shall be chosen for his executive and administrative qualifications and need not be a resident of this state. He shall receive such compensation as may be set by ordinance.

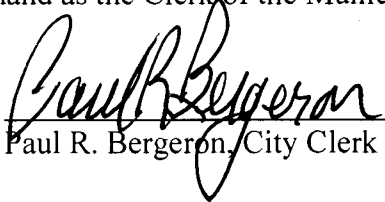
4. The following is a true and complete copy of City Charter Sec. 51, which designates the Mayor as the individual charged with administrating the City’s purchasing and contract system:

§ 51. [Centralized purchasing and contract system]

The administrative code shall establish a centralized purchasing and contract system, including the combination of purchasing of similar articles for different departments, and purchasing by competitive bids whenever practical. The mayor shall be charged with the administration of the system so established.

5. Attached is a true and complete copy of Resolution 15-108, "Relative to the Acceptance and Appropriation of \$66,700 from the New Hampshire Department of Environmental Services, Brownfields Assessment Grant Program into Grant Activity – Fimbel Landfill Site Assessment" adopted by the Board of Aldermen of the municipality at a meeting of that Board on March 9, 2015, which was held in accordance with the law of the State of New Hampshire and the City Charter.
6. The attached is a true abstract from minutes of a meeting of the Board of Aldermen of the City of Nashua, NH, held on June 9, 2015, which was duly called at which a quorum was present, and at which such action was taken relative to R-15-108.
7. That the foregoing Resolution R-15-108 is in full force and effect, unamended, as of the date hereof; and
8. The following person lawfully occupies the office indicated below:
Donnalee Lozeau, Mayor

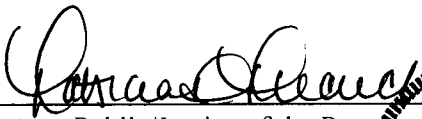
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of the Municipality this twenty-six day of March 2015.



Paul R. Bergeron, City Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On March 26, 2015, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk of the Municipality identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

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


Notary Public/Justice of the Peace





RESOLUTION

**RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$66,700 FROM THE
NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES,
BROWNFIELDS ASSESSMENT GRANT PROGRAM INTO GRANT ACTIVITY –
FIMBEL LANDFILL SITE ASSESSMENT**

CITY OF NASHUA

In the Year Two Thousand and Fifteen

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua and the Office of Economic Development are authorized to accept and appropriate \$66,700 from the New Hampshire Department of Environmental Services, Brownfields Assessment Grant Program into Grant Activity – Fimbel Landfill Site Assessment for the purpose of conducting a site assessment and cleanup planning activities at the Fimbel Door Sludge Landfill site.

RESOLUTION R-15-108

Relative to the acceptance and appropriation of \$66,700 from the New Hampshire Department of Environmental Services, Brownfields Assessment Grant Program into Grant Activity - Fimbel Landfill Site Assessment

Endorsed by

Janalee Lozano MAYOR
WILSHIRE
SHEEHAN
BROWN
MELIZZI-GOLJA
CARON
DOWD

IN THE BOARD OF ALDERMEN

1ST READING FEBRUARY 10, 2015

Referred to:

HUMAN AFFAIRS COMMITTEE

2nd Reading MARCH 09, 2015

3rd Reading _____

4th Reading _____

Other Action _____

Passed MARCH 09, 2015

Indefinitely Postponed _____

Defeated _____

Attest *Paul Bergeron* City Clerk

[Signature] President

Approved *Janalee Lozano* Mayor's Signature

March 11-2015 Date

Vetoed: _____

Veto Sustained: _____

Veto Overridden: _____

Attest: _____ City Clerk

President

Alderman Chasse

I would like to request a roll call.

A viva voce roll call was taken which resulted as follows:

Yea: Alderman McCarthy, Alderman Dowd, Alderman Caron, 6
Alderwoman Melizzi-Golja, Alderwoman Brown, Alderman Wilshire,

Nay: Alderman Schoneman, Alderman Chasse, Alderman McGuinness, 7
Alderman Donchess, Alderman Moriarty, Alderman Siegel,
Alderman Deane

MOTION FAILED

**ALDERMAN SIEGEL MADE A MOTION TO INDEFINATELY POSTPONE R-15-105
MOTION CARRIED**

R-15-106

Endorser: Mayor Donnalee Lozeau
RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$25,780.50 FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION INTO TRANSIT GRANT ACTIVITY, "HURRICANE SANDY RESILIENCE PROJECTS" AND TO AUTHORIZE THE TRANSFER OF MATCHING FUNDS IN THE AMOUNT OF \$8,593.50

Given its second reading;

**MOTION BY ALDERMAN CARON FOR FINAL PASSAGE OF R-15-106
MOTION CARRIED**

Resolution R-15-106 declared duly adopted.

R-15-108

Endorsers: Mayor Donnalee Lozeau
Alderman-at-Large Lori Wilshire
Alderman-at-Large Diane Sheehan
Alderwoman Pamela T. Brown
Alderwoman Mary Ann Melizzi-Golja
Alderman June M. Caron
Alderman Richard A. Dowd

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$66,700 FROM THE NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES, BROWNFIELDS ASSESSMENT GRANT PROGRAM INTO GRANT ACTIVITY – FIMBEL LANDFILL SITE ASSESSMENT

Given its second reading;

**MOTION BY ALDERWOMAN MELIZZI-GOLJA FOR FINAL PASSAGE OF R-15-108
MOTION CARRIED**

Resolution R-15-108 declared duly adopted.

R-15-110

Endorser: Mayor Donnalee Lozeau
ESTABLISHING AN EXPENDABLE TRUST FUND FOR STATE EMPLOYER PENSION COSTS AND APPROPRIATING \$2,730,000 FROM FUND BALANCE ASSIGNED FOR THIS PURPOSE INTO THE EXPENDABLE TRUST FUND

A True Copy.. Attest.

Patricia D. Piecuch

Notary Public



Client#: 246984

NASHUACITY

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER HUB International New England 299 Ballardvale St Wilmington, MA 01887 978 657-5100 | CONTACT NAME: PHONE (A/C, No, Ext): 978 657-5100 FAX (A/C, No): 978-988-0038 E-MAIL ADDRESS: | | | | | | | | | | | | | | |
|--|---|-------------------------------|--------|--|--------------|--|--|--------------------|--|--------------------|--|--------------------|--|--------------------|--|
| INSURED City of Nashua 229 Main St PO Box 2019 Nashua, NH 03061 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : American Alternative Ins Corp</td> <td style="text-align: center;">19720</td> </tr> <tr> <td>INSURER B : Safety National Casualty Corp</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : American Alternative Ins Corp | 19720 | INSURER B : Safety National Casualty Corp | | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : American Alternative Ins Corp | 19720 | | | | | | | | | | | | | | |
| INSURER B : Safety National Casualty Corp | | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|------------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:300000 <input checked="" type="checkbox"/> RETENTION 300,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | N1A2RL000000507 | 07/01/2014 | 07/01/2015 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$INCLUDED GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$INCLUDED \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> | | | N1A2RL000000507 | 07/01/2014 | 07/01/2015 | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ RETENTION \$300,000 |
| A | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000 | | | N1A2UM000000507 | 07/01/2014 | 07/01/2015 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | SP4051378 | 07/01/2014 | 07/01/2015 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

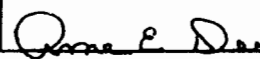
CERTIFICATE HOLDER

NH Department of Environmental Services, Brownfields Program Hazardous Waste Remediation Bureau 29 Hazen Dr, PO Box 95 Concord, NH 03302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2010 ACORD CORPORATION. All rights reserved.