

BROWNFIELDS REMEDIATION AND ECONOMIC DEVELOPMENT FUND
GRANT AGREEMENT
AMENDMENT #1

between the

State of Rhode Island
Department of Environmental Management
Office of Waste Management

and

The City of Central Falls
580 Broad Street
Central Falls, RI 02863

In the Amount of:

\$100,000.00

*Brownfield Remediation and Economic Development
2016 Green Economy Bond*

For a period of

December 15, 2018 – December 15, 2019

for the Purpose of the

Remediation of Central Falls Landing,
1420 Broad Street, Central Falls, Rhode Island

**BROWNSFIELD REMEDIATION AND
ECONOMIC DEVELOPMENT FUND GRANT AMENDMENT #1
CENTRAL FALLS LANDING**

Reference is made to the Brownfields Remediation and Economic Development Fund Grant Agreement (the “Agreement”) dated February 17, 2017 (attached hereto as Exhibit A and incorporated herein) entered into by and between The City of Central Falls, located at 580 Broad Street, Central Falls, Rhode Island 02863 (hereinafter “Grantee”) and the Rhode Island Department of Environmental Management, Division of Waste Management, located at 235 Promenade Street, Providence, Rhode Island 02908 (hereinafter “DEM”) (hereinafter “the Parties”).

WHEREAS, DEM and Grantee desire to amend and restate the Agreement (hereinafter “Amendment”) for an additional year of service.

NOW THEREFORE, for and in consideration of the mutual promises and benefits contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEM and Grantee hereby enter into this Amendment, on the terms and conditions contained herein:

PARAGRAPH 1: PURPOSE FOR EXTENSION

Extending the time period to allow for completion of the work and processing of outstanding and final invoices for work performed consistent with the Scope of Work and Budget contained within the Agreement (Exhibit A) and in the existing Purchase Order 3561959.

PARAGRAPH 2: CONTRACT PERIOD

The period of the Agreement shall be extended by one year, beginning December 15, 2018 to December 15, 2019 contingent upon the issuance of a purchase order by the Department of Administration. This shall be the final extension of this Agreement.

PARAGRAPH 3: EFFECTIVE DATE

This Amendment becomes effective as of the issuance of a revised Purchase Order. An approval must encompass signatures by DEM and the Grantee and the approval by the Department of Administration via the issuance of a change order to the Purchase Order.

PARAGRAPH 4: FULL FORCE AND EFFECT

All other terms and conditions of the original Agreement shall remain unchanged and in full force and effect.

PARAGRAPH 5: ATTACHMENTS

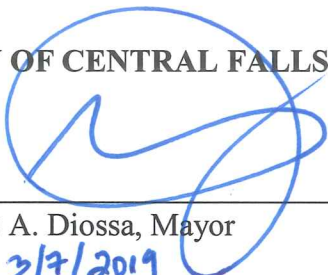
Exhibit A – Brownfields Remediation and Economic Development Fund Grant Agreement
February 17, 2017

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals,

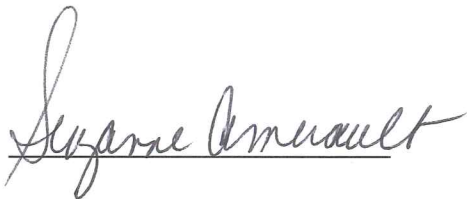
WITNESSES



CITY OF CENTRAL FALLS


By: _____
James A. Diossa, Mayor
Date 3/7/2019

WITNESSES

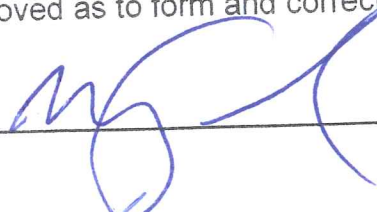



**STATE OF RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**


By: _____
Janet Coit, Director

4/12/19
Date

Approved as to form and correctness:



 3/21/19
Acting Finance Director

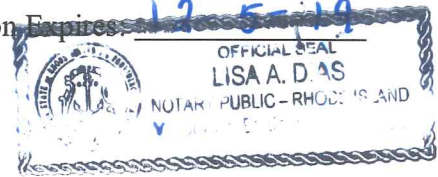
STATE OF RHODE ISLAND
COUNTY OF Providence

In the City of Central Falls in said County and State, on the 7th day of March in year 2019, before me personally appeared James A. Diosa of the City of Central Falls, to me known and known by me to the party executing the foregoing instrument for and on behalf of the City of Central Falls and he acknowledged said instrument by his executed to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of the City of Central Falls.

Lisa A. Dias

Notary Public

My Commission Expires: 12-5-19



STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In the City of Providence in said County and State, on the 12th day of April, in year 2018, before me personally appeared Janet Coit, the Director of the State of Rhode Island, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, to me known and known by me to the party executing the foregoing instrument for and on behalf of the State of Rhode Island, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, and she acknowledged said instrument by her executed to be her free act and deed, her free act and deed in her capacity as aforesaid, and the free act and deed of the State of Rhode Island, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

Alicia Parenteau

Notary Public

My Commission Expires: 7/1/2022



MUNICIPALITY CERTIFICATE OF AUTHORITY

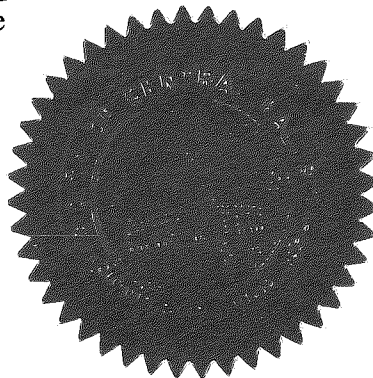
I, Sonia Grace, certify that I am the City Clerk of Central Falls, the municipality described in and which executed the foregoing instrument with the State of Rhode Island, Department of Environmental Management: that the said municipality is organized under the laws of the State of Rhode Island that James A. Diossa who executed said instrument as the Mayor of said municipality was then Mayor of said municipality and was duly authorized to execute said instrument on behalf of said municipality: that I know the signature of said Mayor and that the signature affixed to such instrument is genuine.

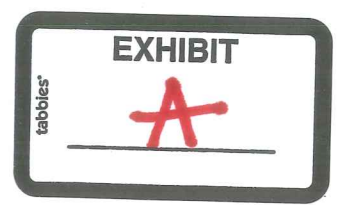
IN WITNESS WHEREOF I have hereunto set my hand and affixed the corporate seal of said Municipality the 13 day of March, 2019.

SIGNED



Sonia Grace





**BROWNFIELDS REMEDIATION AND ECONOMIC DEVELOPMENT
FUND GRANT AGREEMENT**

Between the

**State of Rhode Island and Providence Plantations
Department of Environmental Management**

and

City of Central Falls

In the Amount of

\$100,000

For the Period of

December 15, 2016 to December 15, 2018

For the Purpose of Brownfield Remediation of

Central Falls Landing

GRANT AGREEMENT

Whereas, on this 17th day of February, 2016 the State of Rhode Island, Department of Environmental Management, hereinafter referred to as "DEPARTMENT" pursuant to the Rules and Regulations for the Brownfields Remediation and Economic Development Fund has awarded the City of Central Falls (the "GRANTEE") a grant for brownfields remediation for the Project Central Falls Landing (the "Project") which Project is set forth in the Grant Application, hereby incorporated into this Grant Agreement as Attachment A, (the "Application") for the site located at 1420 Broad Street in the City of Central Falls in the State of Rhode Island (the "Project Site") as delineated on the map attached to the Grant Application;

Whereas the DEPARTMENT awarded the Grantee funding in an amount not to exceed \$100,000.00 to complete the Project as set forth in the Application;

Now, therefore the DEPARTMENT and the GRANTEE hereto mutually agree as follows:

Paragraph 1 - Grant Agreement Period & Performance:

In consideration of the grant funds, the GRANTEE, in accordance with this Grant Agreement and the Application and to the satisfaction of the DEPARTMENT, shall perform that work described in the Scope of Work, hereby incorporated into this Grant Agreement as Attachment B.

The GRANTEE may commence performance of this Grant Agreement on December 15, 2016, and shall complete performance no later than December 15, 2018. The GRANTEE assures the existence of adequate fiscal controls to segregate and account for grant expenses and shall maintain records needed to comply with Paragraph 7 hereof.

The DEPARTMENT shall have the right at all times to inspect the work performed or being performed under this Grant Agreement.

Paragraph 2 – Grant Amount & Reimbursement to Grantee:

Maximum Grant Amount. The total amount available to be reimbursed to the GRANTEE from the DEPARTMENT for completion of the Project under this Grant Agreement shall not exceed \$100,000.00. The GRANTEE agrees to provide a minimum of \$20,000.00 match in matching contributions to the Project.

All payments shall be on a reimbursement basis upon completion of the Project and made in accordance with procedures established by the DEPARTMENT. Requests for reimbursement shall be made in the form of original, signed invoices with valid supporting documentation that indicate the nature and time of the expenses, including payroll records (name, dates worked, hourly rate and total hours worked), copies of paid invoices, receipts and cancelled checks where applicable. Upon receipt of a request for reimbursement the DEPARTMENT shall review the invoice submission and inspect the Project Site to ensure completion of the Project.

Paragraph 3 – Competitive Procurement:

With the exception of single source purchases, the GRANTEE, shall utilize established procedures to obtain the benefit of competitive pricing in procuring goods and services required for the Project.

GRANT AGREEMENT

Paragraph 4 – Modifications to this Grant Agreement:

Modifications to this Grant Agreement may only be made if set forth in writing and approved by the DEPARTMENT, this includes any extensions of time for completion of or change in the Project. The DEPARTMENT shall be notified if there is a material change in the budget or a change in the in Scope of Work. The Project Budget is set forth in Attachment A and is incorporated into this Grant Agreement.

Paragraph 5 – Termination of the Grant Agreement:

Termination by DEPARTMENT. The DEPARTMENT may suspend, modify or revoke any awards granted pursuant to the Rules and Regulations for the Brownfields Remediation and Economic Development Fund in the event that subsequent examination reveals any data included in the Application, submittal, reimbursement request, plan or scope of work is incorrect or not in compliance with the DEPARTMENT'S regulations. Furthermore, the DEPARTMENT may take appropriate action to stop payment of and/or seek the return of grant funds expended for any project where, the applicant has obtained said grant based upon incomplete, false, misleading or erroneous information or the GRANTEE has not completed the work approved under the grant in accordance with any and all conditions of the approval in the Grant Award. The DEPARTMENT may terminate this Agreement by giving written notice to the GRANTEE.

The DEPARTMENT may terminate this Agreement without notice in the event of material breach of contract by GRANTEE. Upon termination for cause, the DEPARTMENT may require that any equipment, property and unfinished work product acquired via the Project for which the GRANTEE was reimbursed be returned to the DEPARTMENT.

Termination by GRANTEE: The GRANTEE may terminate this Agreement at any time by giving written notice to the DEPARTMENT Project Liaison of such termination. Written notice shall be in the form of a letter signed by the GRANTEE and shall be sent by certified mail to the DEPARTMENT, attention to the Project Liaison.

Paragraph 6 – Publicity:

The GRANTEE shall post a sign at the Project listing the State of Rhode Island Department of Environmental Management, Brownfield Remediation and Economic Development Fund as a source of funding for the Project. All media announcements, signage, reports and any other materials produced for public consumption, printed or electronic, pursuant to this Agreement must recognize the DEPARTMENT and the Brownfields Remediation and Economic Development Fund as a source of funding.

Paragraph 7 – Accessibility and Retention of Records & Audit:

The GRANTEE agrees to maintain all fiscal and activity records relating to this Grant Agreement, and to make such records accessible to the DEPARTMENT or its agents, upon request. The GRANTEE agrees to respond adequately to any inquiries by auditors acting on behalf of the DEPARTMENT. Records pertaining to activities performed will be retained for audit purposes for a period of seven (7) years following the date of final payment for the agreement.

GRANT AGREEMENT

Paragraph 8 – Governing Law and General Terms and Conditions:

This Grant Agreement is governed by applicable Rhode Island laws. In connection with the performance of the Scope of Work, the **GRANTEE** must comply with all Rules and Regulations for the Brownfield Remediation and Economic Development Fund, and all statutes, laws, regulations and orders of federal, state or municipal authorities, including but not limited to those of the **DEPARTMENT**, that impose an obligation or duty upon the **GRANTEE**, including the acquisition of all necessary permits or licenses.

Paragraph 9 – Insurance:

The **GRANTEE** shall ensure all applicable requirements for insurance are met including ensuring that any entities contracted and subcontracted to perform construction purchase and maintain adequate levels of liability and property damage insurance.

Paragraph 10 – Indemnity:

The **GRANTEE** shall indemnify, defend and hold harmless the **DEPARTMENT** and the State of Rhode Island, its agents and employees, from any liability imposed upon the **DEPARTMENT** and the State arising from the Project.

Paragraph 11 - Project Manager and DEM Project Liaison:

The **DEPARTMENT** shall appoint a Project Liaison to serve as the contact person for all matters regarding implementation of this Grant Agreement. The **DEPARTMENT** shall notify the **GRANTEE** in writing promptly should the Project Liaison be changed.

The **GRANTEE** shall appoint a Project Manager to serve as the contact person for all matters regarding implementation of this Grant Agreement. The **GRANTEE** shall notify the **DEPARTMENT** in writing promptly should a change be necessary. The **GRANTEE** agrees to maintain close and continuing communication with the **DEPARTMENT** Project Liaison throughout the performance of agreement, including notifying the Project Liaison when work is started.

Project Manager	DEPARTMENT Project Liaison
Name: Thomas E. Deller, AICP	Name: Ashley Blauvelt
Phone: 401-616-2481	Phone: 222-2797 ext. 7026
E-mail: tdeller@centralfallsri.us	Email: ashley.blauvelt@dem.ri.gov
Mailing Address: Department of Planning & Economic Development 580 Broad Street Central Falls, RI 02863	Mailing Address: RIDEM – Office of Waste Management 235 Promenade Street Providence, RI 02908

Paragraph 12: - Special Conditions:

- a) **Applicable Regulations:** The **GRANTEE** agrees to conduct all work in accordance with the Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (Remediation Regulations) and all other **DEPARTMENT**, State, Federal and Municipal applicable laws, rules and regulations.

GRANT AGREEMENT

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
COUNTY OF PROVIDENCE

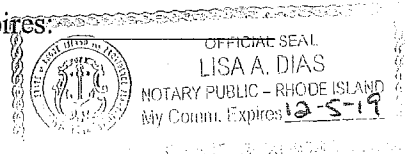
In Providence, in said County and State, on the 17th day of February, 2017, before me personally appeared Janet L. Coit, Director of STATE OF RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the STATE OF RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT and she acknowledged said instrument by her executed to be her free act and deed, her free act and deed in her capacity as aforesaid, and the free act and deed of the STATE OF RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

Notary Public *Lisa A. Dias* # 754243
My Commission Expires: 07/05/20

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
COUNTY OF PROVIDENCE

In the City of Central Falls in said County and State, on the 31st day of January 2017, before me personally appeared James Diossa the Mayor of the Central Falls, RI to me known and known by me to be the party executing the foregoing instrument for and on behalf of the City of Central Falls, RI and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of the City of Central Falls, RI.

Notary Public *Lisa A. Dias*
My Commission Expires:



GRANT AGREEMENT

ATTACHMENT A - APPLICATION

(Attach copy of full Grant Application, including budget and map)

GRANT AGREEMENT

ATTACHMENT B – SCOPE OF WORK

Title: The Landing

Background: The Property has been vacant for 20 years and was found to contain arsenic, lead, polycyclic aromatic hydrocarbons, total petroleum hydrocarbons, and dieldrin during a site investigation performed by Vanasse Hangen Brustlin (VHB) in 2014. More recently, the site has been developed with a recreational walking path. The Department approved remedy included limited soil excavation of known contaminant hot spots, restricting access to areas of the Site with fencing, and capping portions of the Site with Department approved engineered controls. The regulated site soils will be covered with Department approved engineered controls, consisting of asphalt pavement, one foot of clean soil over a geotextile fabric, two feet of clean fill, six inches of clean loam over a geotextile fabric (in areas in the immediate vicinity of trees along the banks of the Blackstone River), and landscaping in order to prevent direct exposure to regulated soils.

Project Information: There is one building on the site. It is currently vacant and will be rehabilitated. A second building with two storefronts will be constructed as part of the project at the corner of Broad and Madeira. The City will be working with a private developer to redevelop The Landing property as an access point to the Blackstone River and Blackstone Bikeway and a commercial center with retail and office space. The work will include:

- Site Improvements for pedestrian and recreational watercraft access to the Blackstone River with ample parking and improved connectivity to RIPTA.
- Connectivity to the Blackstone Bikeway Path for increased pedestrian and biker access.
- Adaptive reuse of the existing structure to include restaurant facilities on the main level, and office space on other floors to include entities such as the Blackstone Valley Tourism Council.
- Design and development of an additional architecturally consistent structure at the corner of Broad and Madeira Streets to enhance and increase building space to house retail/food service, and other business establishments.

It is difficult to project the number of jobs that will be created as a result of the site remediation and redevelopment. Between the remediation company and the site work company, we anticipate two (2) jobs will be created. The reconstruction of the mill building will result in the creation of four (4) construction jobs. These estimates are based on experience with managing other similar projects. Full-time jobs will be created in the restaurant and businesses that will locate in the renovated mill building on the site. We anticipate that anywhere from 20 to 30 family-sustaining employment opportunities.

Purpose: Funds will be used to carry out remediation and capping of the site.

Scope of Work: Clear and grub site, excavate and haul impacted soils, backfill with clean gravel borrow, cap site with asphalt parking. Where unable to excavate cap and fence contaminated area.

Project Tasks: The project consists of one Task, the remediation and capping of the project site, in accordance with the Remedial Action Work Plan (RAWP) and Remedial Approval Letter,

GRANT AGREEMENT

which shall be documented in a Remedial Action Closure Report to be submitted to the Department following the completion of all remedial work in addition to a stamped copy of the Department approved recorded Environmental Land Usage Restriction (ELUR).

Payment: Upon completion of the above-mentioned task, the Grantee will submit one (1) reimbursement request.

GRANT AGREEMENT

CERTIFICATE OF AUTHORITY

I, Sonia Grace, certify that I am the City Clerk of the **City of Central Falls, RI**, the **Municipality** described in and who executed the foregoing instrument, Grant Agreement, with the State of Rhode Island, Department of Environmental Management; that the said **City of Central Falls, RI** is organized under the laws of the State of Rhode Island; that **James Diossa** who executed said instrument as **Mayor** of said entity was then **Mayor** of said **City of Central Falls, RI** and has been duly authorized to execute said instrument on behalf of said **City of Central Falls, RI**; that I know the signature of said **James Diossa**; and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation this 31 day of January, 2017



Sonia Grace, City Clerk

THOMAS E. DELLER, AICP
DIRECTOR



JAMES A. DIOSSA
MAYOR

CITY OF CENTRAL FALLS
PLANNING AND ECONOMIC DEVELOPMENT

580 BROAD STREET
CENTRAL FALLS, RI 02863

OFFICE: (401) 727-7480
PED@CENTRALFALLS.RI.US

October 24th, 2018

Ashley L. Blauvelt, Principal Sanitary Engineer
RI Department of Environmental Management
Office of Waste Management / Site Remediation
235 Promenade Street
Providence, RI 02908

Re: Brownfields Remediation and Economic Development Fund Grant Agreement
Between RIDEM and the City of Central Falls
In The Amount of \$100,000 for the Period of December 15, 2016 to December 15, 2018
For The Purpose of Brownfield Remediation of Central Falls Landing

Dear Ms. Blauvelt,

I am writing to request a twelve month grant extension. We had anticipated that this work would be completed by the end of this calendar year but have run into a number of issues that have delayed our awarding of the remediation contract. At this point we are revising our bid documents and expect to rebid the work around November 15th with a project contract award around of January 15th, 2019. Our bid documents allow until June 30th, 2019 to complete the work.

We are in negotiations with prospective tenants for the historic building on the site and they are looking to move into the revitalized property around October 1st, 2019. These funds are vital to our completion of the site remediation; we hope that you will be able to grant us the requested one year extension.

Sincerely,

Thomas E. Deller, AICP
Director

C: Mayor James Diossa
Joshua Giraldo, Chief of Staff