

**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 day of , 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.

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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.

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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.

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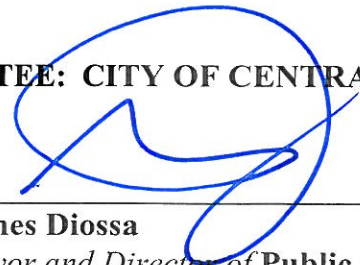
- b) **Licenses:** The GRANTEE agrees to ensure that work will be done by properly licensed individuals and all applicable permits have been obtained.
- c) **Verification of Completion:** The GRANTEE shall provide written verification, stamped by a licensed professional engineer, that the Project was constructed in accordance with the approved design plans.
- d) **Maintenance of the Completed Project:** The GRANTEE shall record an approved institutional control requiring annual inspection and maintenance of the site in the form of an Environmental Land Usage Restriction (ELUR) on the deed for the site where the remedial alternative proposes to leave contaminated media on-site at levels which exceed the Department's Residential Direct Exposure Criteria, applicable Leachability Criteria, or applicable Groundwater Criteria.

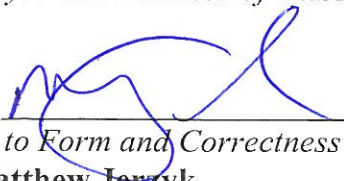
In witness whereof, the parties hereto have hereunder set their hands as of the date first above written and by their duly authorized officers:

STATE OF RHODE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

By: _____
Janet L. Coit **Date**
Director

GRANTEE: CITY OF CENTRAL FALLS:

By: _____ **Date**

James Diossa **1/31/17**
Mayor and Director of Public Safety

By: _____ **Date**

As to Form and Correctness
Matthew Jerzyk **2/1/17**
City Solicitor

By: _____ **Date**

Reviewed
Leonard Morganis **1/30/17**
Administrative and Finance Officer

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the ___ day of _____, 201___, 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 _____

My Commission Expires: _____

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: _____



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ATTACHMENT A - APPLICATION

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

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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,

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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).

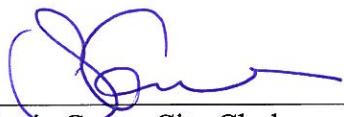
Payment: Upon completion of the above-mentioned task, the Grantee will submit one (1) reimbursement request.

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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