



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

61



July 30, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to **RETROACTIVELY** amend a Brownfields Cleanup Grant (PO #1094668) to the City of Franklin, NH (VC # 177390-B002) by extending the completion date from June 30, 2025 to December 31, 2026, effective upon Governor and Council approval. The original grant was approved by the Governor and Council on August 2, 2023, Item #72A, and amended December 18, 2024, Item 80. This is a no cost time extension. 100% Brownfields Repayment Funds.

EXPLANATION

NHDES is requesting **retroactive** approval of a no cost time extension to provide the City of Franklin time to complete the project to perform environmental remediation work at the Stanley Mill site in downtown Franklin. The original Brownfields Cleanup Grant from NHDES, in combination with funding from an InvestNH Municipal Demolition Grant, is being utilized for the demolition of a dilapidated mill building located on the Stanley Mill site. Demolition of the mill building is making way for the subsequent removal and offsite disposal of buried industrial wastes and impacted soils that is being funded by an EPA Brownfields Cleanup Grant. As a result of several roof and floor failures within the mill building just before and during demolition, there was a significantly greater volume of asbestos containing materials (ACM) that needed to be disposed of than originally planned. The estimated tonnage of ACM increased from 400 to over 2,000 tons. Additional time is needed for planning and permitting related to the increase in volume of ACM. This request is **retroactive** because the City of Franklin did not communicate the need for the extension until May 2025 and submitted the amendment paperwork on July 10, 2025.

To date, \$253,740.38 of NHDES' \$403,000 grant award has been expended thus far.

The City of Franklin acquired the Stanley Mill site in late 2022 with the goal of complimenting ongoing redevelopment activities along the Winnepesaukee River between Odell Park and new Whitewater Park. Potential reuse options subsequent to cleanup of the site include new parking, a greenspace with a walking path, and a mixed-use complex for commercial and residential purposes.

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

In the event that other funds become no longer available, general funds will not be requested to support this program. This agreement has been approved by the Attorney General's Office as to form, substance and execution.

We respectfully request your approval of this item.

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

Robert R. Scott
Commissioner

**Grant Agreement with the City of Franklin
Brownfields Cleanup Revolving Loan Fund
Amendment No. 2**

This Agreement (hereinafter called the Amendment) dated this 21st day of July, 2025, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the State) and the City of Franklin acting by and through the Acting City Manager, Scott R. Clarenbach (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Executive Council on August 2, 2023, Item 72A, and amended December 18, 2024, Item 80, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects,

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. **Amendment and Modification of Agreement:** The Agreement is hereby amended as follows:
 - (A) The Completion Date as set forth in sub-paragraph 1.7 of the Agreement shall be changed from June 30, 2025 to December 31, 2026.
 - (B) The Completion Date as set forth in paragraph 3 of Exhibit A shall be changed from June 30, 2025 and December 31, 2026.
2. **Effective Date of Amendment:** This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. **Continuance of Agreement:** Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

City of Franklin
By Scott R. Clarenbach
Scott R. Clarenbach, Acting City Manager

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

On this the 21 day of July, before the undersigned officer, personally appeared Scott Clarenbach who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Michelle Stanyan

My Commission Expires: 06.16.2026



THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: Robert R. Scott 7/31/25
Robert R. Scott, Commissioner Date

Approved by Attorney General this 13 day of August, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

Keely Lovato
Keely Lovato

CERTIFICATE OF AUTHORITY

I, Michelle Stanyan, City Clerk, City of Franklin, New Hampshire 03235 do hereby certify that that at the June 23, 2025 City Council Workshop Meeting, the Franklin City Council voted to authorized the Acting City Manager, Scott R. Clarenbach, to act on behalf of the City of Franklin, New Hampshire to execute any documents which may be necessary for the continuation of the Brownfields Revolving Loan Fund- Cleanup Grant, Stanley Mill Project #33501. 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. The following now occupies the office indicated above:

**Scott R. Clarenbach
Acting City Manager, City of Franklin**

IN WITNESS WHEREOF, I have hereunto set my hands as the City Clerk of the City of Franklin, New Hampshire

Michelle Stanyan
Michelle Stanyan, City Clerk

06/24/2025
Date

State of New Hampshire, County of Merrimack

On this 24th day of June, 2025 before me, Ms. Amy Davis-Burley, Justice of the Peace, the undersigned officer, personally appeared, Ms. Michelle Stanyan, who acknowledged herself to be the City Clerk of the City of Franklin, New Hampshire, and that she, as such City Clerk, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Amy Davis-Burley
Justice of the Peace

JP EXPIRATION DATE 08/04/2026



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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 afforded by the coverage categories listed below.

<i>Participating Member:</i> City of Franklin 316 Central Street Franklin, NH 03235	<i>Member Number:</i> 175	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2025	7/1/2026	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
State of NH, Department of Environmental Services 29 Hazen Drive P.O. Box 95 Concord, NH 03302-0095			Date: 8/7/2025 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

November 22, 2024

APPROVED G & C
DATE 12/18/2024
ITEM # 80

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 amend a Brownfields Cleanup grant (PO #1094668) to the City of Franklin, NH (VC # 177390-B002) by increasing the grant amount by \$203,000 from \$200,000 to \$403,000 and extending the completion date from December 31, 2024 to June 30, 2025, effective upon Governor and Council approval. The original grant was approved by the Governor and Council on August 2, 2023, Item #72A. 100% Brownfields Repayment Funds.

Funding is available in the account as follows:

03-44-44-444010-2018-073-500580 FY2025
\$203,000
Dept. of Environmental Services, Brownfields RLF Repayments, Grants – Non-Federal

EXPLANATION

NHDES is requesting approval of an amendment to the original Brownfields Cleanup Grant to address a funding gap resulting from demolition contractor bids being well over the original project budget. The original Brownfields Cleanup grant, in combination with funding from an InvestNH Municipal Demolition grant, was intended to be utilized for the demolition of an existing mill building located on the Stanley Mill site. Demolition of the mill building will make way for subsequent removal and offsite disposal of buried industrial wastes and impacted soils that is being funded by an EPA Brownfields Cleanup Grant.

The demolition bid from the selected demolition contractor and the associated additional engineering costs revealed a funding gap of \$406,000. The reasons for the funding gap include: 1) the original cost estimates at the time of application to NHDES and InvestNH were from 2022. Since then, there have been significant cost increases for equipment, labor, fuel, and disposal costs for the demolition materials; and 2) the passage of time has resulted in significant deterioration of the mill building. There have been several roof and floor failures within the building. This has resulted in what would have been clean demolition debris now being cross contaminated with asbestos roofing. As a consequence, there is a significantly greater volume of asbestos containing materials that need to be transported to a disposal facility permitted to accept asbestos at a greater cost compared to clean demolition debris. Concurrent

with the processing of this grant amendment for \$203,000, InvestNH is processing an application from the City of Franklin for the remaining \$203,000 needed to address the funding gap. To date, none of the original \$200,000 grant has been spent.

The City of Franklin acquired the Stanley Mill site in late 2022 with the goal of complimenting ongoing redevelopment activities along the Winnepesaukee River between Odell Park and the new Whitewater Park. Potential reuse options subsequent to cleanup of the site include new parking, a greenspace with a walking path, and a mixed-use complex for commercial and residential purposes.

This amendment has been approved by the Attorney General's Office as to form, substance and execution. In the event that Repayment funds become no longer available, General funds will not be requested to support this program.

We respectfully request your approval of this item.



Robert R. Scott
Commissioner

**Grant Agreement with the City of Franklin
Brownfields Cleanup Revolving Loan Fund
Amendment No. 1**

This Agreement (hereinafter called the Amendment) dated this 8th day of October 2024, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the State) and the City of Franklin acting by and through the City Manager, Judie Milner (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Executive Council on August 2, 2023, Item 72A, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects,

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. **Amendment and Modification of Agreement:** The Agreement is hereby amended as follows:
 - (A) The Completion Date as set forth in sub-paragraph 1.7 of the Agreement shall be changed from December 31, 2024 to June 30, 2025.
 - (B) The Completion Date as set forth in paragraph 3 of Exhibit A shall be changed from December 31, 2024 to June 30, 2025.
 - (C) The Grant Limitation as set forth in sub-paragraph 1.8 of the Agreement shall be changed from \$200,000 to \$403,000.
 - (D) The Grant Limitation as set forth in the first paragraph of Exhibit C shall be changed from \$200,000 to \$403,000.
2. **Effective Date of Amendment:** This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. **Continuance of Agreement:** Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

City of Franklin

By *Judie Milner*
Judie Milner, City Manager

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

On this the 30th day of October, before the undersigned officer, personally appeared Judie Milner who acknowledged ^{herself} ~~himself~~ to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lisa A. Jones

My Commission Expires: 6/15/2021



THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: *Robert R. Scott*
Robert R. Scott, Commissioner Date

Approved by Attorney General this 26 day of November, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

Keely Lovato
Keely Lovato

CERTIFICATE OF AUTHORITY

I, Michelle Stanyan, City Clerk, City of Franklin, New Hampshire 03235 do hereby certify that that at the October 7, 2024 City Council Meeting, the Franklin City Council voted on resolution 06-25 to accept & appropriate a \$203,000 grant award through the New Hampshire Department of Environmental Services Brownfield Clean Up Program for the Stanley Mill Project. The City Council further authorized the City Manager, Judie Milner, to act on behalf of the City of Franklin, New Hampshire to execute any documents which may be necessary for this application. 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. The following now occupies the office indicated above:

Judie Milner
City Manager, City of Franklin

IN WITNESS WHEREOF, I have hereunto set my hands as the City Clerk of the City of Franklin, New Hampshire

Michelle Stanyan
Michelle Stanyan, City Clerk

10/30/24
Date

State of New Hampshire, County of Merrimack

On this 30th day of October, 2024 before me, Ms. Lisa A. Jones, Notary Public, the undersigned officer, personally appeared, Ms. Michelle Stanyan, who acknowledged herself to be the City Clerk of the City of Franklin, New Hampshire, and that she, as such City Clerk, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Lisa A. Jones
Notary Public





CITY OF FRANKLIN, NEW HAMPSHIRE
"The Three Rivers City"

316 Central Street
Franklin, NH 03235

(603) 934-3900
fax: (603) 934-7413

At the October 7, 2024 City Council Meeting the following motion was made:

Councilor Leigh Webb: "I move that the Franklin City Council adopts resolution 06-25 accepting & appropriating \$203,000 grant award through the New Hampshire Department of Environmental Services Brownfield Clean Up Program for the Stanley Mill Project and authorizing the city manager to sign all paperwork thereof."

Motion was seconded by Councilor Vince Ribas.

Resolution #06-25 was passed unanimously by a roll call vote.

I certify this to be true and correct.

Lisa A. Jones, Recording Secretary

Michelle Stanyan, City Clerk



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

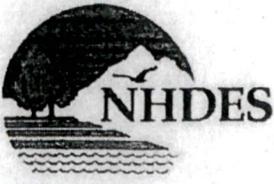
This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: City of Franklin 316 Central Street Franklin, NH 03235	Member Number: 175	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
State of NH, Department of Environmental Services 29 Hazen Drive P.O. Box 95 Concord, NH 03302-0095			By: <i>Mary Beth Purcell</i>
			Date: 10/29/2024 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

July 11, 2023

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

APPROVED G & C
DATE August 02 2023
ITEM # T2A

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to award a Brownfields Cleanup Grant to the City of Franklin, NH (VC # 177390-B002), in the amount of \$200,000 to perform environmental site remediation work, effective upon Governor and Council approval through December 31, 2024. 100% Brownfields Repayment Funds.

Funding is available in the account as follows:

	<u>FY2024</u>
03-44-44-444010-2018-073-500580	\$200,000
Dept. of Environmental Services, Brownfields RLF Repayments, Grants – Non-Federal	

EXPLANATION

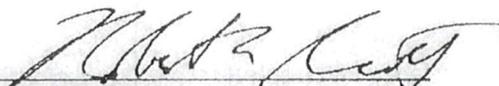
NHDES currently administers a Brownfields Revolving Loan Fund (RLF) for the purpose of providing financial support for the cleanup and redevelopment of contaminated properties. NHDES has been authorized by the U.S. Environmental Protection Agency to use retained program income from the RLF (i.e., principal repayments and interest earned from loans) for Brownfields related activities. In June 2022, 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. Five applications were received, then evaluated and ranked based on review criteria including: thoroughness of the application; availability of funds for subsequent 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 grant to be awarded to the City of Franklin is for the Stanley Mill site located in downtown Franklin (93-119 Memorial Street). From 1897 until 1986, the Stanley Mill was used for the manufacturing of hacksaw and other tool components. Adjacent to the mill building, the NH National Guard constructed and operated the Armory Building. Both buildings have sat vacant for years. Historical operations at the site included disposal of industrial waste behind the mill building and along the Winnepesaukee River. The improperly disposed waste has contributed to soil and groundwater contamination. In addition, both

buildings contain asbestos-containing material and lead-based paint. The cleanup plan for the site includes hazardous building material abatement, demolition of the mill building, industrial waste and impacted soil removal, implementation of an Activity and Use Restriction (AUR), and long-term groundwater quality monitoring. The City of Franklin recently acquired the site with the goal of complimenting the ongoing redevelopment activities along the Winnepesaukee River between Odell Park and the new Whitewater Park. Potential reuse options include new parking, a greenspace with a walking path, and a mixed use complex for commercial and residential purposes. The intent of NHDES' grant is to partially fund the demolition of the mill building. Demolishing the mill building will pave the way for the remaining site cleanup. The City of Franklin was also recently awarded grant funds from InvestNH and an EPA Brownfields Cleanup Grant in May 2023. These additional grant funds will be used by the City of Franklin to cover the balance of the costs for the mill building demolition and site cleanup.

This agreement has been approved by the Attorney General's Office as to form, substance and execution. In the event that Repayment funds become no longer available, General funds will not be requested to support this program.

We respectfully request your approval of this item.

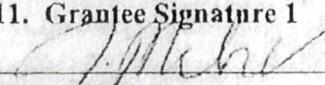
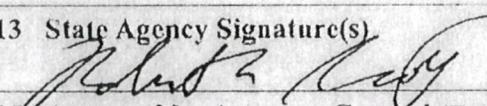


Robert R. Scott
Commissioner

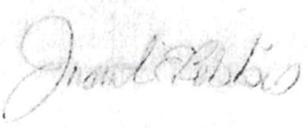
GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

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 Franklin		1.4. Grantee Address 316 Central Street, Franklin, NH 03235	
1.5 Grantee Phone # 609-934-2341	1.6 Account Number 03-44-44-444010- 2018-073-500580	1.7. Completion Date December 31, 2024	1.8. Grant Limitation \$200,000
1.9. Grant Officer for State Agency Michael McCluskey, Brownfields Program		1.10. State Agency Telephone Number 603-271-2183	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 JODIE MILNER, CITY MANAGER	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 7/15/23	
1.16. Approval by Governor and Council (if applicable)			
By:		On: 1/1	

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"), 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 B (the scope of work being hereinafter referred to as "the Project").


JUDITH E. BIBBINS
JUSTICE OF THE PEACE
State of New Hampshire
My Commission Expires
December 21, 2027


7/15/23

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 of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (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 C, attached hereto.

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

5.3. In accordance with the provisions set forth in EXHIBIT C, 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 payment 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 and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 of 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 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 the 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 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, paper, 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. 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 INTERESTS. No officer, member of 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

Grantee Initials
Date

K
4/15/12

EXHIBIT A
SPECIAL PROVISIONS

1. Area Covered.

1.1 In addition to the Area Covered requirements specified in Subparagraph 3 of the General Provisions, the Grantee shall perform the Project on certain real property commonly referred to as the Stanley Mill site located at 316 Central Street in Franklin, New Hampshire (the "Property"), which property is more particularly described in a warranty deed to Ferrari Franklin Mills Realty, LLC recorded at the Merrimack County Registry of Deeds on January 26, 2015 at book 3467, page 2235.

1.2 In addition to the Area Covered requirements specified in Subparagraph 3 of the General Provisions, 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. Site Ownership and Project Funding. The City of Franklin shall own the Stanley Mill property and obtain funding for the balance of the cleanup project (i.e., demolition of the Stanley Mill building) from alternative sources by December 31, 2023.

3. Completion of Project. In addition to the Effective Date: Completion of Project requirements specified in Subparagraphs 4.1 and 4.2 of the General Provisions, the Grantee shall commence work on the Project within 180 days of being awarded the funding identified in Special Provision 2 and shall complete and perform all of the work by December 31, 2024 (the "Completion Date").

4. Environmental Report(s). The Grantee shall provide the State with a copy of an American Society for Testing and Materials (ASTM) E1527-13 or equivalent Phase I Environmental Site Assessment report for the Property, an ASTM E1903-97 or equivalent Phase II Environmental Site Assessment report for the Property, and any other reports documenting site investigation activities completed to meet 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.

5. 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.

6. 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.

Y
9/19/23

- 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 interest 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, 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 B 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 or 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.
- 17.1 The Grantee shall, at its own 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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
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 of 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, if required or by the signing State Agency.
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.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials
Date

[Handwritten Signature]
5/15/23

EXHIBIT B
SCOPE OF SERVICES

The City of Franklin intends to use the grant funds for the remediation of environmental contamination at the Stanley Mill site located at 93-119 Memorial Street in Franklin, New Hampshire.

Grant funds will be used for demolishing the Stanley Mill building (or other eligible costs), which will allow for subsequent remediation of improperly disposed waste and contaminated soil and groundwater at the site.

This Agreement consists of the following documents: Exhibits A, B, and C, which are all incorporated herein by reference as if fully set forth herein.

K
5/15/12

7. **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.

8. **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.

[Handwritten Signature]
5/15/23

EXHIBIT C
BUDGET AND PAYMENT METHOD

The New Hampshire Department of Environmental Services (the "State") agrees to grant to the City of Franklin (the "Grantee") the sum of \$200,000 ("Grant Limitation") to be used by Grantee only for cleanup-related activities.

The Grant Limitation 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 State.

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.

acceptance and administration of this grant award and hereby authorizes the following non-lapsing appropriations,

An Increase in Revenues:

State Grants Revenue Acct. No. 01-0-000-33591-000 – Nine Thousand Dollars (\$9,000),

An Increase in Expenditures:

Emergency Management Mach & Equipment Expense Acct. No. 01-2-208-40740-000 – Nine Thousand Dollars (\$9,000).

By a roll call vote.

Roll Call:

Councilor Blake	<u>yes</u>	Councilor Desrochers	<u>yes</u>	Councilor Starkweather	<u>yes</u>
Councilor Webb	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Trudel	<u>absent</u>
Councilor Chandler	<u>yes</u>	Councilor Ribas	<u>yes</u>	Councilor Zink	<u>yes</u>

All in favor. Motion PASSED

Agenda Item V.

Council to consider Resolution 17-23 to accept and appropriate a \$200,000 grant from New Hampshire Department of Environmental Service Brownfield Revolving Loan Fund Clean Up Grant for cleanup of Map-Lot 117-142, Stanley / Ferrari Mill and authorize the City Manager to execute all documents relating to the grant.

Motion - Councilor Webb moved that the Franklin City Council adopt Resolution 17-23 to accept and appropriate a \$200,000 grant from New Hampshire Department of Environmental Service Brownfield Revolving Loan Fund Clean Up Grant for cleanup of Map-Lot 117-142, Stanley / Ferrari Mill and authorize the City Manager to execute all documents relating to the grant. Seconded by Councilor Chandler.

Mayor Brown asked if there was any discussion on this motion. There were a few questions that were answered. No other discussion ensued.

RESOLUTION #17-23

A Resolution Relating to a Supplemental Appropriation for Fiscal Year 2023.

In the year of our Lord, Two Thousand Twenty-Three,

WHEREAS, the City Council of the City of Franklin, New Hampshire adopted a budget for Fiscal Year 2023 which began July 1, 2022, **and**;

WHEREAS, the City Council of the City of Franklin, New Hampshire understands the City applied for grant funds under New Hampshire Department of Environmental Services (NHDES) Brownfield Clean Up grant program for the Stanley/Ferrari Mill (map/lot 117-142-00), **and**;

WHEREAS, the City Council of the City of Franklin, New Hampshire understands the City was awarded \$200,000 from the NHDES Brownfield Clean Up Program for the Stanley/Ferrari project, **and**;

WHEREAS, the City Council of the City of Franklin, New Hampshire wishes to accept and appropriate the non-matching grant award, **Now**,

THEREFORE, BE IT RESOLVED that at the scheduled meeting of the City Council on Monday, April 3, 2023 at 6pm the City Council of the City of Franklin, New Hampshire does hereby adopt resolution #17-23 accepting the grant award of \$200,000 under the New Hampshire Department of Environmental Services Brownfield grant program, authorizing the City Manager to sign all documentation pertaining to the grant and authorizing an increase in FY2023 revenues:

Federal Grant - Brownfield Acct. No. 01-0-000-33110-413 – Two Hundred Thousand dollars (\$200,000)

And an increase in FY2023 expenditure accounts,

Nuisance Abatement Acct No. 01-1-302-40491-413 – Two Hundred Thousand dollars (\$200,000),

By a roll call vote.

Roll Call:

Councilor Blake	<u>yes</u>	Councilor Desrochers	<u>yes</u>	Councilor Starkweather	<u>yes</u>
Councilor Webb	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Trudel	<u>absent</u>
Councilor Chandler	<u>yes</u>	Councilor Ribas	<u>yes</u>	Councilor Zink	<u>yes</u>

All in favor. Motion PASSED

Agenda Item VI.

Council to consider Building Permit Proposal for Property on a Private Road.

Motion - Councilor Ribas moved that the Franklin City Council approve the issuance of a Building Permit for 17 Riverview Dr, Map-Lot 115-022-00, and authorize the City Manager to execute the Agreement and Notice of Release from Municipal Responsibility and Liability between the City of Franklin and the owners. Said fully executed agreement is to be recorded at the Merrimack County Registry of Deed; the recording and recording fees are the

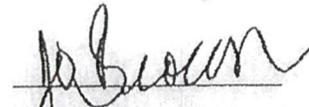
CERTIFICATE OF AUTHORITY

I, Jo Brown, Mayor of the City of Franklin, New Hampshire do hereby certify that:

- 1) The City Council voted to accept funds and enter into a grant agreement with the New Hampshire Department of Environmental Service;
- 2) The City Council further authorizes Judie Milner, City Manager, to execute any documents which may be necessary for this contract, dated April 3rd, 2023;
- 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 now occupies the office indicated above:

Judie Milner, City Manager

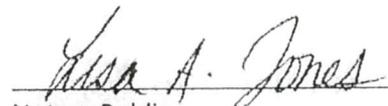
IN WITNESS WHEREOF, I have hereunto set my hand as the mayor this 1st day of May, 2023.


Jo Brown, Mayor

STATE OF NEW HAMPSHIRE
County of Merrimack

On this the 1st day of May 2023, before me Jo Brown, the undersigned officer, personally appeared Jo Brown, Mayor, who acknowledged their self to the Mayor for the City of Franklin, New Hampshire, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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


Notary Public
Commission Expiration date: 6/15/2027





FRANKLI-02

MSNELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2023

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 have ADDITIONAL INSURED provisions or 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 Davls & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: Mary Ellen Snell, CIC PHONE (A/C No. Ext): (603) 715-9754 FAX (A/C No): (603) 225-7935 E-MAIL ADDRESS: msnell@davlistowle.com														
INSURED City of Franklin 316 Central St. Franklin, NH 03235	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : American Southern Home Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B : American Family Home Insurance</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 Southern Home Insurance Company		INSURER B : American Family Home Insurance		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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 CERTIFICATION 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 SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		6NA6CP0000191-02	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> H IRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		6NA6CA0000001-04	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED RETENTION \$ 10,000	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	6NA6FF0000001-02	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N N/A If yes, describe under: DESCRIPTION OF OPERATIONS below:						
PER STATUTE OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$						

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

Subject: Franklin - Masosko Foundry, 187 Chance Pond Rd

DES Site # 201410017, Project #33910

Brownfields Revolving Loan Fund - Cleanup Grant

CERTIFICATE HOLDER**CANCELLATION**

The State of New Hampshire Dept. of Environmental Services P.O. Box 95 Concord, NH 03302	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
---------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Attachment A
Brownfields Cleanup Grant Rankings
Applications and Rankings

Applicant	City/Town	Site	Requested Grant Amount	Ranking	Comment
BRI Development, LLC	Bethlehem	Former Sinclair Hotel Property	\$200,000 ¹	1	Fully Funded
City of Franklin	Franklin	Former Stanley Mill	\$200,000	2	Fully Funded
<i>Town of Hillsborough</i>	<i>Hillsborough</i>	<i>Former Woods Woolen Mill</i>	<i>\$200,000</i>	3	<i>Not funded</i>
<i>Town of Winchester</i>	<i>Winchester</i>	<i>A.C. Lawrence Tannery Site</i>	<i>\$200,000</i>	4	<i>Not funded</i>
<i>Town of Lincoln</i>	<i>Lincoln</i>	<i>Proposed Riverfront Park</i>	<i>\$200,000</i>	5	<i>Not funded</i>

¹ BRI Development, LLC originally applied for \$192,000. Due to increased remediation costs identified after application submittal but before formally awarding the grant, NHDES agreed to increase of grant amount to \$200,000.

Grant Reviewer List

Name	Department / Bureau	Title	Years of Experience
Michael McCluskey, P.E.	NHDES / Hazardous Waste Remediation Bureau	Civil Engineer V	36
Melinda Bubier, EIT	NHDES / Hazardous Waste Remediation Bureau	Environmentalist IV	20
Scott Drew, P.G.	NHDES / Hazardous Waste Remediation Bureau	Hydrogeologist III	10



CITY OF FRANKLIN, NEW HAMPSHIRE

"Three River's City"

Planning and Zoning Department
316 Central Street
Franklin, NH 03235

Tel: (603) 934-2341
Fax: (603) 934-7413

To: Melinda Bubier, Brownfields Coordinator, NH Dept. of Environmental Services
Michael McCluskey, NH DES Brownfields Program
From: Richard Lewis, Project Manager, City of Franklin, Stanley Mill Revitalization
Date: May 29, 2025
Re: Request for an Extension to the Project Completion Date.

Following up on the 5/28/25 email from Michael McCluskey, the City of Franklin is requesting an extension to the Completion Date for the funds associated with Project # 33501, Brownfields Revolving Loan Fund – Clean up Grant for the Stanley Mill property at 93-119 Memorial Street. The City is respectfully requesting the approval of a new Completion Date of December 31, 2026.

As you know, the clean-up and remediation of the Stanley Mill property is a two-step process. The first phase is the demolition of the mill building. This work is being funded by grants from NHDES and the InvestNH funds from the NH Department of Bureau & Economic Affairs. These funds total \$1,024,000. The second phase is the cleaning up of the soils contaminated during the operations of the hacksaw mill. This work is being funded by a \$1,923,850 US EPA Brownfields Grant.

The specific need for the extension is due to a variety of factors:

- a) Soon after the work began in the fall of 2024, it became clear the funds for this phase were going to be insufficient to complete all the work. The cause of this budget shortfall is the total amount of the Asbestos Containing Material [ACM]. Due to the significant & continued deterioration of the mill building once the demo work began, the roof of the building collapsed in on the structure during demolition, mixing ACM with the bulk of demolition materials of the building. The estimated tonnage of the ACM increased from 400 tons to over 2000 tons. This unexpected contamination drove the projected demo costs up by approximately \$900,000.
- b) Approximately 600 tons of ACM were containerized and shipped off for disposal at a facility in western NY. All the remaining ACM material was collected and stockpiled in the 2 primary basement areas of the mill building. The Site was closed for the winter period in early December 2024.
- c) Nobis Engineering opened conversations with the NHDES Solid Waste division to explore the option of consolidating the ACM on-Site within the walls of the basement footprint of the building and capping the area with a Geo-Textile material and clean fill in general accordance with the Solid Waste regulations. Nobis is now working on the preparation

and submission of a waiver request to NHDES to permit construction of the ACM landfill; it is anticipated that a waiver approval might be issued in late fall of 2025 or early 2026.

- d) If the NHDES waiver is approved, then, and only then, will the City be positioned to expend the balance of the NHDES funding for the completion of the demo and capping work. The City, and our consulting firm, Nobis Engineering, anticipate that the demo and capping work can be completed within this timeframe of the requested Completion Date of December 31, 2026.

Nobis is continuing their work on preparing some documents for the EPA-funded cleanup plan of the overall site; the funding for this cleanup planning is being provided by Lakes Region Planning Commission (LRPC) and is proving very helpful in moving this project forward. Around the time when the demo and capping work is being completed in 2026, the City will issue an RFP for the remediation of the soils, the buried contaminants, and all other related materials, with the goal of performing the brownfield cleanup and remediation work that is being funded by US EPA in the 2026-2027 timeframe.

The capacity of the City of Franklin to undertake the cleanup, the revitalization and the re-use of the Stanley Mill property is made possible through the cooperative and joint funding of NHDES, InvestNH, the US EPA, and the LRPC.

The approval by NHDES and the Governor and Executive Council of the requested extension to the grant's Completion Date is a vital and critical step in moving this project forward over the next 18 months.

Thank for your consideration of this request. If you need any additional information, please let us know. Thank you.

cc: Scott Clarenbach, Acting City Manager
David Chunn, City Planner
Tim Andrews, Nobis Engineering