



State of Vermont
Department of Environmental Conservation
Waste Management and Prevention Division
1 National Life Drive-Davis 1
Montpelier, VT 05620-3704

AGENCY OF NATURAL RESOURCES

MEMORANDUM

To: David Mears, Commissioner, Department of Environmental Conservation
From: George Desch, Director, Waste Management and Prevention Division
Thru: Patricia Coppolino
Date: May 10, 2014
Subject: Certificate of Completion - BRELLA

Attached is a Certificate of Completion for your signature, for participation in the state brownfield program (BRELLA – Brownfield Reuse and Environmental Liability Limitation Program). The Brownfields program fully supports this project and agrees that the site is ready for closure through the BRELLA program. After the Certificate of Completion has been signed, please review and sign the memo approving the Easement on this property and forward to the Secretary and Governor for approval.

City Place – the City Place project is a great example of a municipal partnership with a developer. The City Place development will be used for new state offices, is located in a designated downtown and redeveloped several properties along Main Street. All Phase I, Phase II Assessment work and Corrective Action have been complete at this property that will ensure that this development will be great example of downtown brownfield redevelopment.



State of Vermont
Department of Environmental Conservation
Waste Management & Prevention Division
1 National Life Drive – Davis 1
Montpelier, VT 05620-3704
(802) 828-1138

AGENCY OF NATURAL RESOURCES

MEMORANDUM

TO: Peter Shumlin, Governor
THROUGH: Justin Johnson, Deputy Secretary, Agency of Natural Resources
FROM: David K. Mears, Commissioner, Department of Environmental Conservation
DATE: May 9, 2014
RE: Easement Acquisition Approval - DEW Barre City Place property, Barre, Vermont

Your approval is requested pursuant to Title 10, Section 6606 and 10 V.S.A. Chapter 155, for the acceptance of the easement acquisition referenced below. Natural Resource Land Acquisition Committee approval is not required for this acquisition. Joint Fiscal approval is not required for this acquisition. The easement is as follows:

- Grant of Environmental Restrictions, Right of Access, and Easement on the 219 North Main Street property known as DEW Barre City Place

Description

The four properties included in this site are collectively referred to as "City Place". These parcels include 213 North Main (0.12 acres), 219 North Main (0.04 acres), 225 North Main (0.27 acres), and 9 Merchant Street (0.33 acres). The site historically operated as residential and commercial. Former commercial uses included a skating rink, a clothing/upholstery/wallpaper/bedding/gas equipment facility, pharmacy, fruit stand/tobacco/hobby shop, and a livery/jeweler/bowling alley/restaurant. Off-site property uses include a former drycleaning facility which may have caused or contributed to soil gas contamination detected on the portion of the property adjacent to North Main Street. Soil gas contamination, including tetrachloroethylene or perchloroethylene (PCE), among other compounds, exceeded Vermont Department of Environmental Conservation (VT DEC) vapor intrusion screening values (VISVs) at locations spanning all four parcels. Near surface soil contamination containing polynuclear aromatic hydrocarbons (PAHs) exceeded VT DEC soil screening values (SSVs) and appears isolated to the 9 Merchant St. parcel. Deeper contamination containing PAHs, polychlorinated biphenyls (PCBs), and metals exceeded SSVs and generally resides in the middle of the Site within 225 N. Main St. Deeper No. 2 fuel-oil impacted soils were also encountered in this area, but no compounds exceeded SSV. No shallow or deep groundwater samples exceeded Vermont Groundwater Enforcement Standards (VGES). The property redevelopment includes the construction of a 4-story 78,000 square foot building for mixed commercial use.

This easement has been acquired by the Agency of Natural Resources as part of the cleanup at the site.

Ownership and Management

The parcel will remain in private ownership. The primary responsibility of ensuring compliance with the easement rests with the responsible party. The State of Vermont has oversight authority and enforcement authority over these restrictions and the responsible party.

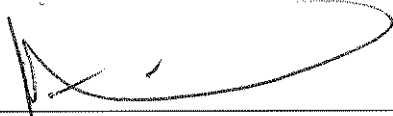


APPROVAL FOR LAND ACQUISITION

We, the undersigned, hereby approve the acquisition by the State of Vermont, Agency of Natural Resources, Department of Environmental Conservation, of a Grant of Use Restrictions and Access Rights Easement on property, located in the City of Barre, from DEW Barre City Place, LLP. The use restrictions and access rights apply to the entire parcel which totals 0.74 acres.

This approval is pursuant to Title 10 §§ 6615 and 10 V.S.A. Chapter 155.

6/1/14
Date



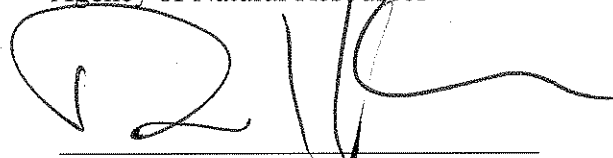
Peter Shumlin, Governor
State of Vermont

5-27-14
Date



Deb Markowitz, Secretary
Agency of Natural Resources

5/27/14
Date



David K. Mears, Commissioner
Dept. of Environmental Conservation

GRANT OF ENVIRONMENTAL RESTRICTIONS,
RIGHT OF ACCESS, AND EASEMENT

THIS GRANT OF ENVIRONMENTAL RESTRICTIONS, RIGHT OF ACCESS, AND EASEMENT ("Grant") is made this day of _____, 2014, by DEW Barre City Place, LLP, a Vermont municipality, its successors and assigns ("Grantor"), for the benefit of the State of Vermont, Agency of Natural Resources, and any successor agencies, Grantee ("Agency of Natural Resources").

WHEREAS, the _____, is situated on lands and premises owned by Grantor, Property Owner, consisting of _____ acres, more or less, located at in the City of Barre, in Washington County, Vermont (the "Parcel"), as more particularly described in Exhibit A and B;

WHEREAS, certain easements, rights, obligations, covenants and restrictions, as more particularly set forth below, are necessary at certain portions of the Parcel for construction, operation, and maintenance of response actions at the site and to ensure that future activities at the Parcel, including the areas owned by Grantor, do not interfere with response activities, or in any way increase the ecological, human, or environmental risks at the Parcel; and

WHEREAS, it is the purpose of this instrument to convey real property rights from the Grantor, Property Owner, to the Grantee, the State of Vermont, Agency of Natural Resources, including, but not limited to, easements, rights of access, other rights, obligations, covenants and use restrictions, all in perpetuity, to the Agency of Natural Resources, which will run with the Parcel, in perpetuity; and

WHEREAS, these environmental restrictions, right of access and easement are required under the terms of the Certificate of Completion issued by Grantee to Grantor and dated [____], a true and correct copy of which is attached hereto as Exhibit C, and

WHEREAS, the Grantor agrees that these environmental restrictions, right of access and easement will run with the Parcel in perpetuity.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Certificate of Completion, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Grantor and Grantee, the Grantor, on behalf of itself, by these presents does hereby GIVE, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto the Grantee, and its authorized representatives, successors and assigns, and with WARRANTY, COVENANTS forever, these environmental restrictions, right of access and easement, and shall apply to the "Parcel" as set forth below:

1. Easement Rights of Access. Grantor grants to Grantee the perpetual right and easement and right of access in, on, upon, to, through, over and under the Parcel for the following purposes:

- a. verifying any data or information submitted to the Agency of Natural Resources;
- b. assessing the need for, planning, or implementing additional response actions at or near the Parcel;
- c. determining whether the Parcel is being used in a manner that is prohibited or restricted;

- d. enforcing the rights of Grantees to the Parcel and the covenants of the Grantor set forth herein;
- e. ingress and egress to and from the Parcel; and
- f. all other activities necessary to ensure the maintenance of the response actions.

2. Restricted Uses and Activities. Grantor makes the following covenants and agrees to permanent use restrictions and obligations on behalf of Grantor, its successors and assigns, for the benefit of Grantee, its authorized representatives, successors and assigns, which covenants, restrictions and obligations shall run with and bind the Parcel in perpetuity:

- a. Grantor shall comply with all federal, state, and local laws and regulations regarding the handling and disposal of hazardous substances, pollutants or contaminants on or from the Parcel;
- b. Grantor shall not use the Parcel or conduct any activities on the Parcel, or allow uses or activities to be conducted on the Parcel that would:
 - i. unreasonably interfere with any investigations of the environmental conditions at the Parcel;
 - ii. cause or exacerbate contamination of the Parcel or contamination of off-site properties; or
 - iii. pose or present any risk to the implementation, construction, operation, or maintenance of the remedy.
- c. Grantor is prohibited from taking or authorizing any of the following activities or actions on the Parcel:
 - i. Any construction activity on the surface of the remedy; or
 - ii. Any activity on the remedy that has the potential to damage the cover system for the remedy (e.g. soil borings, posts, stakes, excavations);
- d. Grantor shall not take or authorize any of the following activities or actions on the Parcel without the prior express written consent from the Grantee:
 - i. Installation of wells at any location or use of the groundwater underlying the Parcel;
 - ii. Construction, substantial improvement, or stabilization of buildings, , fences, signs, , or any other structures;
 - iii. , ditching, draining, diking, filling, excavating, dredging, , removal of topsoil, sand, gravel, rock, minerals or other materials, or changing the topography of the land;
 - iv. Removal, destruction or cutting of trees or plants, planting of trees or plants, , or disturbance or change in the natural habitat in any manner;
 - v. Any other use that may impact or adversely affect the implementation, construction, operation, and maintenance of the remedy.

3. Dispute resolution. In cases where the Vermont Department of Environmental Conservation Commissioner ("Commissioner") determines, in the Commissioner's sole reasonable discretion, that a dispute of this easement has the potential to create a threat to public health or the environment, the Commissioner may waive these dispute resolution provisions. In all other disputes regarding these Environmental Restrictions between Grantee and Grantor, its successors and assigns, the following dispute resolution provisions shall be followed:

- a. The Grantor or the Grantee may initiate dispute resolution by providing written notice to the other party, identifying the matter(s) in dispute and requesting that this process be initiated. In the event of such notice, the parties shall attempt to resolve the matters in dispute through informal discussions within ten (10) working days after receipt of such notice.
- b. If informal discussions are unable to resolve the dispute within the ten (10) working day period, the Grantor and Grantee shall each submit to the other a written summary of the matter(s) in dispute and a statement of their position on that matter ("Statement of Position"), including any data, analysis, or opinion supporting that position and all supporting documentation.
- c. Within ten (10) working days of submitting the Statement of Position, the Grantor and Grantee shall confer and attempt to resolve the dispute. If after the ten (10) working day period there is no resolution, then the Commissioner shall compile an administrative record consisting of all documents submitted by either party. Based upon that record, the Commissioner, or designee, shall issue a written decision and send the decision to the Grantee within thirty (30) working days. The decision of the Commissioner will be the final position of the Grantor and Grantee and shall be binding on the Parties, unless a court of competent jurisdiction grants review of the dispute.
- d. If a court grants review of a dispute under these Environmental Restrictions, the court's review shall be limited to the administrative record and the Commissioner's decision established under Paragraph 3(c) above.
- e. Time periods for the resolution of disputes may be extended or shortened by mutual agreement of the Grantor and Grantee. Grantor and Grantee agree to use their best efforts to resolve all disputes at the earliest possible time taking into consideration the primary objective of protecting the public health, welfare, safety and the environment.

4. Enforcement.

- a. The Grantee shall be entitled to enforce the terms of these Environmental Restrictions by resort to specific performance or other legal process, including enforcement in the courts of the State of Vermont.
- b. The Grantor agrees that a violation of the Environmental Restrictions will constitute irreparable harm and entitle Grantee to injunctive relief.
- c. All reasonable costs and expenses of Grantee, including, but not limited to, attorneys' fees, incurred in any enforcement action shall be borne by the Grantor or its successors in interest or assigns if Grantee prevails in any such action.
- d. All remedies available hereunder shall be in addition to any and all remedies at law or in equity, including but not limited to federal and state hazardous waste management statutes. Nothing in

these Environmental Restrictions shall be construed to limit or otherwise affect the Agency of Natural Resources' rights of entry and access provided by law or regulation.

- e. Enforcement of the terms of these Environmental Restrictions shall be at the discretion of the Grantee, and any forbearance, delay or omission to exercise their rights under these Environmental Restrictions shall not be deemed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantee under these Environmental Restrictions.
- f. Grantee shall be entitled to recover monetary damages for violations of the terms of these Environmental Restrictions, or for any injury to the response actions.
- g. Grantee shall be entitled to recover damages for injury to the public health and welfare or to the environment protected by these Environmental Restrictions.

5. Severability. The provisions of these Environmental Restrictions are severable. If any provision of these Environmental Restrictions is invalid, or if any application of these Environmental Restrictions to any circumstance is invalid, the invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

6. Provisions to Run With the Land in Perpetuity. The environmental restrictions, rights of access, easements, obligations and covenants, granted in this instrument shall run with the land, and any portion thereof, in perpetuity, and shall be binding on the Grantor, the Grantor's agents, successors and assigns, and shall inure to the benefit of the Grantee and its authorized representatives, successors and assigns.

7. Incorporation into Leases. Grantor hereby agrees to incorporate these Environmental Restrictions, in full or by reference, into all leases, licenses, occupancy agreements, or any other instrument of transfer by which a right to use the Restricted Area, or any portion thereof, is conveyed.

8. Termination.

- a. This Grant of environmental restrictions, right of access and easement may be modified, or terminated in whole or in part only upon written agreement between of the Grantor, its successors or assigns, and the Grantee, signed by the Grantee and recorded in the land records in the City of Barre.

- b. The Grantee may terminate, in whole or in part, the environmental restrictions, right of access and easement at such time or times, if ever, when the Grantee, in its sole reasonable discretion, determines that termination is necessary or that the purposes for which these environmental restrictions, right of access and easement were created have been achieved.

9. Miscellaneous Rights and Obligations.

- a. Nothing contained herein shall give or grant to the public a right to enter upon or to use the Parcel or any portion thereof where no such right existed in the public immediately prior to the execution of these Environmental Restrictions.

- b. If Grantor or its successors and assigns become delinquent in payment of said taxes or assessments such that a lien against the Parcel is created, the Grantee shall have the right to take actions as may be necessary to protect the Grantee's interest in the Parcel and to assure the continued enforceability of the rights granted herein.

c. Grantor does further covenant and represent that the Grantor is seized of the Parcel in fee simple and warrants that it has good right and title to grant and convey the interests granted herein, and that the Parcel is free and clear of any and all encumbrances, that Grantor shall warrant, defend, and indemnify against all lawful claims whatever, and that Grantee and its successors and assigns shall have the use of and enjoyment all of the benefits derived from and arising out of these Environmental Restrictions.

d. Grantee shall be entitled to record these Environmental Restrictions, or to record a notice making reference to the existence of these Environmental Restrictions, in the Land Records for the City of Barre as may be necessary to satisfy the requirements of the Record Marketable Title Act, 27 V.S.A. Chapter 5, Subchapter 7, including 27 V.S.A. §§ 603 and 605.

e. The parties hereto recognize and agree that the benefits of the environmental restrictions, easement, and right of access granted and imposed herein are in gross and are assignable by Grantee, subject to notice to Grantor and recording of the assignment in the Land Records for the City of Barre.

TO HAVE AND TO HOLD this Grant of Environmental Restrictions, Rights of Access and Easements unto the said Grantee Agency of Natural Resources of Vermont, its authorized representatives, successors and assigns forever.

IN WITNESS WHEREOF, the Grantor, DEW Barre City Place, LLP, has caused these presents to be executed and sealed below the day and year first above written.

Witness

DEW Barre City Place, LLP
By its duly authorized agent

STATE OF VERMONT
COUNTY OF WASHINGTON, ss.

At this day of _____, 2014, _____, duly authorized agent of the DEW Barre City Place, LLP, and personally appeared and acknowledged this instrument by him sealed and subscribed to be his own free act and deed and the free act and deed of the DEW Barre City Place, LLP.

Before me:

Notary Public
My Commission expires _____

EXHIBIT A

LAND

BEGINNING AT A 4" X 4" STONE MONUMENT FOUND AT THE SOUTHEASTERLY CORNER OF THIS PARCEL ON THE NORTHERLY SIDELINE OF NORTH MAIN STREET AT THE LANDS OF STUDIO PLACE ARTS, INC.

THEN PROCEEDING ALONG THE NORTHERLY SIDELINE OF NORTH MAIN STREET, A VT GRID BEARING OF NORTH 43° 58' 36" WEST A COMBINED DISTANCE OF 105.04 FEET TO THE SOUTHWESTERLY CORNER OF THIS PARCEL AND THE LANDS OF BASHARA PARAMOUNT THEATER.

THEN PROCEEDING ALONG THE LINE OF THE BASHARA PARAMOUNT THEATER AND THE SOUTHERLY SIDE OF A 12 FOOT DRIVEWAY EASEMENT BENEFITING THIS PARCEL (SEE BOOK 22, PAGE 192), NORTH 48° 23' 13" EAST A DISTANCE OF 115.64 FEET TO A POINT.

THEN PROCEEDING SOUTH 40° 55' 37" EAST, A DISTANCE OF 8.09 FEET TO A 5/8" REBAR TO BE SET NEAR THE SOUTHWESTERLY CORNER OF THE EXISTING BASHARA BUILDING.

THEN PROCEEDING NORTH 50° 01' 24" EAST SOUTHERLY OF THE EXISTING FACE OF THE BASHARA BUILDING A DISTANCE OF 54.79 FEET TO A 5/8" REBAR TO BE SET IN THE SOUTHERLY LINE OF THE CULVER, DANIELSON & WILKINS PARCEL.

THEN PROCEEDING IN THE SOUTHERLY LINE OF THE CULVER, DANIELSON & WILKINS PARCEL NORTH 41° 44' 23" WEST NORTHERLY OF THE REAR FACE OF THE BASHARA PARAMOUNT THEATER BUILDING A DISTANCE OF 73.83 FEET TO A 5/8" REBAR TO BE SET IN THE SOUTHERLY SIDELINE OF MERCHANT STREET.

THEN PROCEEDING ALONG THE SOUTHERLY SIDELINE OF MERCHANT STREET NORTH 47° 38' 29" EAST A DISTANCE OF 84.02 FEET TO A 5/8" REBAR TO BE SET IN THE SOUTHERLY SIDELINE OF MERCHANT STREET AT THE LINE OF THE STATE OF VERMONT.

THEN PROCEEDING SOUTH 42° 02' 38" EAST ALONG THE LANDS OF THE STATE OF VERMONT A DISTANCE OF 177.40 FEET TO A 5/8" REBAR TO BE SET IN THE SOUTHERLY BOUNDARY OF THE STATE OF VERMONT AND THE LANDS OF COLLETTE & DENTE.

THEN PROCEEDING ALONG THE SOUTHERLY LINE OF THIS PARCEL AND THE LANDS OF COLLETTE & DENTE AND STUDIO PLACE ARTS, INC. SOUTH 50° 01' 24" WEST AND A COMBINED DISTANCE OF 251.26 FEET TO THE POINT OF BEGINNING.

In aid of this description, reference is made to a survey entitled "ALTA/ACSM Land Title Survey 219 North Main Street & 9 Merchant Street, Barre, Vermont," prepared by DuBois & King, Inc. dated May 3, 2012, last revised December 13, 2012, recorded on or about the date hereof with the City of Barre Land Records (the "Survey")

TOGETHER WITH an easement for driveway purpose over a strip of land adjacent to the northwesterly boundary of the land, depicted on the Survey as "12' ROW to Lot: 1095-VL00- 0001" being the easement

set forth and conveyed in the Warranty Deed of Mary and Charles Zanleoni to Calista E. Bolster, dated July 27, 1914 and recorded in Volume 22 at Page 192 of the City of Barre Land Records.

State of Vermont Easements:

The following described easements conveyed to Borrower by Easement Deed from the State of Vermont, Department of Buildings and General Services ("Grantor"), dated on or about the date hereof and recorded in the Barre City Land Records on or about the date hereof.

Being easements for site improvements and the installation, maintenance, upkeep and repair of L.P. gas tank(s) and related gas lines and infrastructure located on or to be located on lands of the State of Vermont situated at 15 Merchant Street in the City of Barre, Vermont (the "State Premises") as depicted on the Survey, said easements being in such location and as more particularly described as follows:

(a) A permanent easement over an area being approximately three hundred sixty square feet and more particularly depicted as "18'x20' L.P. Tank Farm" on the Survey (the "L.P. Tank Easement Area") for the installation, maintenance, upkeep, repair and replacement of L.P. gas tank(s) to serve Borrower's improvements to be located on the adjacent land and premises having an address of 219 North Main Street and 9 Merchant Street.

(b) A permanent easement over an area being ten feet (10') wide and extending from the northeasterly boundary of the land and premises having an address of 9 Merchant Street and proceeding in a northeasterly direction to the improvements located within the L.P. Tank Easement Area for the installation, maintenance, upkeep, repair and replacement of underground gas and utility lines connecting the L.P. tank(s) to the improvements to be constructed by Borrower, its successors and assigns, on the adjacent premises, said easement area to be centered upon the utility lines as installed. Said easement area is more particularly depicted on the Survey as "Proposed 10' Wide Gas Line Easement to be Centered on Pipe When Constructed."

(c) A permanent easement over an area being approximately 2,090 square feet and running from the northeasterly boundary of the land and premises having an address of 9 Merchant Street to the face of an existing curb on the State Premises and being more particularly depicted as "Proposed Permanent Sidewalk Easement and No Build Zone Which Runs 12 Feet off the Existing Boundary Line and 5 Feet into the Existing Parking Spaces to the Face of the New Curb to be Built; 2090 S.F." on the Survey (the "Sidewalk Easement Area"), said easement being for the construction, maintenance, repair and replacement of a sidewalk benefitting Borrower's adjacent improvements. The State of Vermont covenants and agrees that it shall not place, construct, erect or install any improvement, fixture or structure (permanent or temporary) within the Sidewalk Easement Area.

Also included is a non-exclusive reasonable right of ingress and egress over the State Premises, in order to exercise the rights granted hereunder.

EXHIBIT B

PERMITTED ENCUMBRANCES

- (a) Upper and lower riparian rights in and to the stream that runs through the Land and the natural flow thereof.
- (b) Rights of the City of Barre as part of the Report of Findings and Necessity Order in the matter of In Re: Barre City F EGC-F 026-1 (34) (a/k/a Barre City Downtown Reconstruction Project) dated February 11, 2010 and recorded in Volume 257 at Page 619.
- (c) Terms and conditions of the Ground Lease.
- (d) Terms and conditions of State of Vermont Wastewater System and Potable Water Supply Permit No. WW-5-6217, dated November 5, 2012.
- (e) Terms and conditions of Department of Public Safety Construction Permit No. S-87901 P-328450, issued on December 5, 2012.
- (f) Rights and reservations to maintain a water pipe described in the Warranty Deed from O. J. Gregoire and Blanche I. Ledoux Gregoire to Howard O. Baird and Blanche K. Baird dated September 16, 1941 and recorded in Volume 49 at Page 341 (encumbrances on the State of Vermont easements only)
- (g) Covenants and agreements concerning appurtenant State of Vermont easements, as set forth in Easement Deed from State of Vermont, Department of Buildings and General Services to DEW Barre City Place, LLC, dated on or about the date hereof and recorded in the Barre City Land Records on or about the date hereof.
- (h) The following matters depicted on "ALTA/ACSM Land Title Survey 219 North Main Street & 9 Merchant Street, Barre, Vermont," prepared by DuBois & King, Inc. dated May 3, 2012, last revised December 13, 2012:
 - 1. Stone and concrete box culvert for stream flowing through the southeasterly side of the Land.
 - 2. No-Build Zone within permanent sidewalk easement area adjacent to northerly boundary of the Land.

Certificate of Completion

Applicants-City of Barre;
DEW Barre City Place, LLP
SMS #2012-4328
213, 219, 255 N. Main St. & 9 Merchants St
Barre, Vermont

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Site History

The four properties included in this site are collectively referred to as "City Place". These parcels include 213 North Main (0.12 acres), 219 North Main (0.04 acres), 225 North Main (0.27 acres), and 9 Merchant Street (0.33 acres). The site historically operated as residential and commercial. Former commercial uses included a skating rink, a clothing/upholstery/wallpaper/bedding/gas equipment facility, pharmacy, fruit stand/tobacco/hobby shop, and a livery/jeweler/bowling alley/restaurant. Off-site property uses include a former drycleaning facility which may have caused or contributed to soil gas contamination detected on the portion of the property adjacent to North Main Street. The property redevelopment includes building a 4-story 78,000 square foot building for mixed commercial use.

Site Investigation and Remedial Activities

The Vermont Department of Environmental Conservation (VTDEC) has received the following reports regarding site investigation activities (list all reports in file):

- *City Place Limited Phase II Soil Vapor Assessment*; September 19, 2012; The Johnson Company
- *Barre City Place 213, 219, 225 N. Main St. & 9 Merchants St. Phase I ESA*; October 2012; ECS
- *Initial Site Investigation Barre City Place*; November 9, 2012; ECS
- *Analysis of Brownfields Cleanup Alternatives And Corrective Action Plan Barre City Place*; November 21, 2012; ECS
- *Corrective Action Plan Implementation Completion Report Barre City Place*; February 12, 2014; ECS

During the site investigation activities, four areas of concern (AOC) were identified throughout the site. The *Analysis of Brownfields Cleanup Alternatives and Corrective Action Plan* dated November 21, 2012 by ECS developed methods of addressing the contamination. The four AOCs and their respective cleanup recommendations are described below:

- **AOC #1: Site-wide soil gas contamination:** Soil gas contamination was identified throughout the property at concentrations in excess of the Vermont Vapor Intrusion Screening Levels (VISLs). The exceedances were likely due to migration from an offsite source, as well as from other onsite AOCs. The plan to mitigate contamination from this AOC was determined to be the installation of a sub-slab depressurization (SSD) system which would include a network of piping installed below the slab and connected to a fan to create a negative pressure field beneath the building. This would be operated and sampled on a quarterly basis for one year. If no contaminants were present at levels in excess of the VISLs, then the fan would be removed and the SSD would continue to be operated in a passive manner.
- **AOC #2: Near surface PAH-contaminated soils:** Soil contaminated with polycyclic aromatic hydrocarbons (PAHs) was identified in one area of the site from 0'-4' below ground surface at concentrations in excess of the Vermont Soil Screening Values (SSVs). The source of this contamination was likely related to historic wood and/or coal burning, or debris from the destruction of the former onsite bowling alley, which burned down in the 1980s. The remedial option disposal of contaminated soils to accommodate construction activities, and capping remaining soils with concentrations above the SSVs.

- **AOC #3 and AOC #4: Deeper contaminated soils (buried debris and #2 fuel oil):** Historic building materials were found in AOC #3 at depths of 6'-9' below ground surface; in addition, PAHs and metals were found in soil at concentrations in excess of the SSVs at this depth. AOC #4 includes #2 fuel oil contaminated soils which were identified at 10'-15' below ground surface in an area adjacent to AOC#3. The remedial option for these two AOCs was to manage contaminated soils during construction, and include the remaining soils in the deed restriction for the site.

The VT DEC determined that site investigation and remediation activities are complete. The VT DEC has the following conclusions regarding the findings presented in the above reports:

1. 502 tons of contaminated soil was removed from AOC #2, which was the complete removal of the contaminated soil identified in AOC #2 in the CAP. A total of 159 tons of soil was removed from AOC #3 and AOC #4; some contaminated soil remains in these areas, but is located greater than six feet beneath the new building and does not present an exposure risk. No known contaminated soils remain outside the footprint of the new building and therefore, no capping outside the building was performed.
2. A sub-slab depressurization system (SSD) was installed and started up on January 17, 2014. The SSD was connected to an in-line fan to create a negative pressure field beneath the building. The slotted portions of the SSD piping were to be wrapped with filter fabric prior to a ½ foot layer of peastone to allow for a permeable vapor collection bed; however, due to a misinterpretation of the CAP design, the filter fabric was not installed. It is the consultant's professional opinion that this was an acceptable deviation from the CAP because the collection bed stone contains minimal fine grained material that would penetrate the screens during system operation and would not negatively affect the performance of the SSD system.

Monitoring ports were installed to allow for measurement of air parameters. Initial monitoring results from the SSD indicated Photo Ionization Detector (PID) readings ranging from 4.3 to 18.2 parts per million (ppm) in the individual zones and 5.3 to 14.2 ppm in the Total Influent.

The SSD system was monitored again and SSD samples were collected and analyzed for Volatile Organic Compounds (VOCs) on January 31, 2014. PID readings decreased to ≤ 1.0 ppm. Low concentrations of VOCs were detected in the SSD airstream, likely from pipe glue/solvent, petroleum compounds associated with AOC #4, and chlorinated compounds associated with AOC #1. Methylene chloride exceeded the Target Indoor Air Concentration, but was below the Shallow Soil Gas screening value of $21 \mu\text{g}/\text{m}^3$. The SSD system is removing this VOC before it can enter the building.

All VOCs were $< 0.1\%$ of the Air Pollution Action Level Thresholds; and therefore, treatment of discharge air was determined not to be necessary.

The SSD will continue to be monitored on a quarterly basis for one year to determine if treatment is required. If treatment is needed, adjustments to the SSD will be incorporated and regular sampling of the SSD will be required. If no contaminants are present at concentrations in excess of Vapor Intrusion Screening Levels, the SSD fan will be turned off and will operate in a passive manner.

History and Ownership of the Site in the Brownfield Reuse and Environmental Liability Limitation Program

The City of Barre (innocent current landowner of 213, 219, and 255 Main & prospective purchaser of 9 Merchant) and DEW Barre City Place, LLP (prospective purchaser) submitted applications to the BRELLA Program. The applications were signed on November 1, 2012 (City of Barre) and November 6, 2012 (DEW Barre City Place). A determination of eligibility for both parties was granted on December 7, 2012.

Corrective Action

The following activities were completed in response to the approved Corrective Action Plan:

1. 502 tons of contaminated soils were removed from AOC #2, which included complete removal. 159 tons of contaminated soils were removed from AOCs #3 and 4.
2. A sub-slab depressurization system was installed underneath the newly constructed building.

Legal Description of Property Subject to Certificate of Completion

See Exhibit A.

Site Monitoring and Maintenance

The SSD system is being monitored on a quarterly basis for one year to determine if long term treatment is necessary. If treatment is not needed, the SSD fan will be shut off and will operate in a passive manner.

Land Use Restriction

A deed restriction, *Grant of Environmental Restrictions, Right of Access, and Easement* from DEW Barre City Place, LLP to the State of Vermont, Agency of Natural Resources (ANR) will be placed on this site and recorded in the Barre City Land Records. To insure that the deed restriction is being complied with, an annual inspection of the property must be completed and reported on by October 1st to ANR. The annual report must include the results of a physical inspection of the property to insure no excavation, etc. has been conducted, and that the SSD remains intact. The deed restriction requirements must be complied with as a condition to receiving the benefits of this Certificate of Completion.

Certificate of Completion

The rights, obligations, covenants, and restrictions granted in this Certificate of Completion shall run with the land, and any portion thereof, and shall be binding on the the Agency of Natural Resources and successor Agency, and shall inure to the benefit of the City of Barre and DEW Barre City Place, LLC. and its authorized representatives, successors and assigns. All required assessment has been completed at this site and no further active remediation is required, with exception of the requirements in Land Use Section of this document and deed restriction document. As required by the Program, this Certificate of Completion shall be recorded in the City of Barre Land Records for this property. Once recording is complete, the protection from liability provided in 10 V.S.A. § 6641, et. al. is in effect.

Signed: 
David K. Mears, Commissioner
Department of Environmental Conservation

Date: 5/27/14

