

November 02, 2017

ROI-18-C-030

Mr. Frank Gardner, EPA Region 1 Brownfields Coordinator
Environmental Protection Agency, Region 1
5 Post Office Square
Suite 100, Mail code: OSRR7-2
Boston, MA 02109-3912

RE: FY2018 EPA Brownfields Cleanup Grant Application
Island Place
Map 14/Lot 144
Woonsocket, Rhode Island

Dear Mr. Gardner:

ArTech Hub, LLC is pleased to submit an application for an EPA 2018 Brownfields Cleanup Grant. Our proposal is for the cleanup of the former Brenner Bros. Scrap Iron Yard in the amount of \$200,000. The planned reuse for the Site consists of parking and landscaped areas associated with a mixed-use development on three adjoining parcels to the east. Each of these parcels – 15 Island Place [1 lot] and 68 S. Main [2 lots] was awarded a \$200,000 EPA Brownfields Cleanup Grant in FY17 and activity has begun under the awarded grants. The redevelopment of the buildings, on these adjoining parcels, provide for a combination of residential, commercial and cultural uses, in that live-work apartments with co-office, retail and arts fabrication space is integrated into both the interior design and the exterior architecturally landscaped green elements. The Site is part of the acquisition of 68 S. Main Street and is separated by 15 Island Place – a total of four connecting parcels. Due to the three parcel limitation for the EPA Cleanup Grant, ArTech Hub had to wait for this year's 2018 Brownfields Cleanup Grant to apply for the Site. The FY2018 EPA Brownfields Cleanup Grant would complete the Brownfield Cleanup and development of this parcel and finalize the entire project of all four connecting parcels.

a. Applicant Identification:

The ArTech HUB, LLC.
719 Front Street, Suite 103
Woonsocket, RI 02895
DUNS number: 080441121

b. Funding Requested:

- i) Grant Type: Single Site Cleanup
- ii) Federal Funds Requested: \$200,000 (no cost share waiver requested)
- iii) Contamination: Hazardous Substances

c. Location:

Woonsocket, Providence County, State of Rhode Island

d. Property Information:

Brenner Bros. Scrap Iron Yard, Island Place (Map 14/ Lot 144), Woonsocket, RI 02895

e. Contacts:

i) Project Director: Mr. Bill Lewis
719 Front Street, Suite 103
Woonsocket, RI 02895
Office: (401) 762-0993
Fax: (401) 769-1010
Email: blewis@NeighborWorksBRV.org

ii) Chief Executive: Mr. Joe Garlick
719 Front Street, Suite 103
Woonsocket, RI 02895
Office: (401) 531-1427
Fax: (401) 769-1010
Email: jgarlick@NeighborWorksBRV.org

f. Population:

i) General population of Woonsocket: 41,186

ii) Woonsocket is not located within and does not include a county experiencing “persistent poverty” where 20% or more of its population has lived in poverty over the past 30 years, as measured by the 1990 and 2000 decennial censuses and the most recent Small Area Income and Poverty Estimates.

g. Other Factors Checklist: *Attached/Follows this Cover Letter*

h. Letter from the State Environmental Authority: *Attached/Follows this Cover Letter*

We appreciate the opportunity to submit this Brownfields Cleanup Grant Application. This program is critical and instrumental in remediating the community’s Brownfield sites for the health, safety and welfare of our citizens.

Sincerely,



Mr. Joe Garlick
Executive Director
The Woonsocket Neighborhood Development Corporation
d/b/a NeighborWorks Blackstone River Valley

Attachments:

Other Factors Checklist & State Letter of Support

Other Factors Checklist
Appendix 3
Section IV.C.2.g

**Appendix 3
Cleanup Other Factors Checklis**

**Appendix 3
Cleanup Other Factors Checklist**

Name of Applicant: **The Woonsocket Neighborhood Development Corporation d/b/a NeighborWorks Blackstone River Valley**

Please identify (with an **X**) which, if any of the below items apply to your community or your project as described in your proposal. To be considered for an Other Factor, you must include the page number where each applicable factor is discussed in your proposal. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal or in any other attachments, it will not be considered during the selection process.

Other Factor	Page #
<i>None of the Other Factors are applicable.</i>	
Community population is 10,000 or less.	
The jurisdiction is located within, or includes, a county experiencing “persistent poverty” where 20% or more of its population has lived in poverty over the past 30 years, as measured by the 1990 and 2000 decennial censuses and the most recent Small Area Income and Poverty Estimates.	
Applicant is, or will assist, a federally recognized Indian tribe or United States territory.	
Target brownfield sites are impacted by mine-scarred land.	
Applicant demonstrates firm leveraging commitments for facilitating brownfield project completion, by identifying in the proposal the amounts and contributors of resources and including documentation that ties directly to the project.	X 19-20
Applicant is a recipient of an EPA Brownfields Area-Wide Planning grant.	

Letter from the Rhode Island Environmental Authority
(RI Department of Environmental Management)
Section IV.C.2.h



RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
OFFICE / DIVISION OF WASTE MANAGEMENT
235 Promenade Street, Room 380
Providence, Rhode Island 02908

Mr. Joseph Garlick, Executive Director
ArTech Hub, LLC
719 Front Street, Suite 103
Woonsocket RI 02895

10 November 2017

RE: EPA Brownfields Cleanup Grant

Dear Mr. Garlick:

The Rhode Island Department of Environmental Management (RIDEM) is pleased to provide this letter in support of ArTech Hub, LLC's (ArTech) proposal to the United States Environmental Protection Agency (EPA) for a Brownfields Cleanup Grant for the parcel located at 68 South Main Street (Map 14/Lot 144) in the Island Place National Register Historic District of Woonsocket. As you know, the RIDEM strongly promotes the investigation, cleanup, redevelopment, and productive reuse of Brownfield properties. RIDEM recognizes the increased burdens and challenges that communities face and the importance of transforming Brownfield sites in the City of Woonsocket into valuable and productive properties.

RIDEM hopes that EPA will look favorably on the ArTech's proposal. This Brownfields Cleanup Grant will be used for remediation of a property within the Island Place National Register Historic District in the City of Woonsocket, which is an Environmental Justice Focus Area. With this cleanup grant funding, ArTech will be able to address the environmental conditions on this property so that exposure risk due to contaminated media will be mitigated. Remediation and redevelopment of these properties will help to revitalize the area and bring this property, and potentially other properties in the area, back to beneficial reuse, generating jobs and revenue.

Using the partnerships created and the lessons learned from our own efforts under Rhode Island's TBA program, we are as anxious as you are to see this Brownfields project become a success. RIDEM has actively been working with ArTech through the Voluntary Cleanup Program (VCP), and we strongly encourage ArTech to continue to schedule meetings with RIDEM on all future phases of this project so that we can provide assistance to help insure that the project will proceed through the VCP process in compliance with the RIDEM Rules and Regulations for the Investigation and Remediation of Hazardous Materials Releases.

Please attach this letter to your proposal so EPA will give it favorable consideration.

Sincerely,

Terrence Gray, P.E.
Associate Director for Environmental Protection

CC: Kelly Owens, RIDEM, OWM
Cory DiPietro, RIDEM OWM
Dorrie Paar, EPA

1. Community Need

a. Targeted Community and Brownfields

i. Community and Target Area Descriptions:

A once sleepy farming and milling setting in colonial days, the Blackstone River Valley was transformed into one of the nineteenth century's great industrial regions. Propelled by a 430 foot drop in elevation from Worcester, MA - Providence, RI, the local river proved an ideal setting to establish business, in the days when water turned machinery. And so, water powered textile mills multiplied along the River's corridor. These mills fostered housing and economy that grew into villages. These villages then developed into the cities, towns and communities that define Southwestern MA and Northern RI.

Formed in 1888, Woonsocket was the culmination of six mill villages that formed the Woonsocket Falls Village. The Village occupied a Main Street which hosted an expanding Market Square district that promoted new businesses such as banks, stores, hotels, theaters and churches. Main Street became the social and commercial center of the city. In the 1920's transition marked the economic, social and political matters of Woonsocket. While woolen goods, rubber and machinery firms prospered, competition from southern cotton mills propelled the ruin of cotton manufacturing throughout all of New England. By the early 1930's a total of 14 large mills closed in the City. Then, the extraordinary demands of World War II brought a period of great prosperity to the local mills, only to have it all come to an abrupt halt when the war ended and lucrative contracts ran out. High labor costs, outdated facilities and high energy and transportation costs made these local mills less competitive than their southern counterparts. Slowly but surely, the remaining textile mills in Woonsocket began moving south.

The location of this Brownfield Site is; Island Place [Map 14, Lot 144]. It sits at the location of the former Brenner Bros. Scrap Iron Yard within the City's Island Place District - listed on the National Register of Historic Places. The location is one of several high priority neighborhood brownfield cleanup sites identified in several plans.

ii Demographic Information and Indicators of Need

The median income of our Target Area is only 48% (\$27,684) of the Statewide Median (\$56,852), and less than 76% of the City median (\$36,420). Rhode Island Kids Count (2014) identifies the City as having the greatest percentage of children living in families with income below the federal poverty threshold (42%), which is more than twice the Statewide rate of 20.1%. The neighborhood is also slightly more diverse than the City at large—41% minority residents, compared to 39.2% citywide. The population in the Area has declined by 8% since the 2000 Census.

The RI Department of Unemployment has determined the unemployment rate for the City to be 6.8% as of October 2017. Effective October 1, 2016, the US Department of Labor declared that the City is a 'Labor Surplus Area.'

	Woonsocket Census Tracts 174, 176, and 180	City of Woonsocket	Providence County	Statewide	National
Population:	9116 ³	41,186 ¹	630,459 ¹	1,056,426 ⁴	316,127,513 ¹
Unemployment:	Unknown	7.1% ¹	4.7% ⁸	4.2% ⁵	8.3% ¹
Poverty Rate:	35.88% ³	25% ¹	17.7% ¹	12.8% ⁶	15.5% ¹
Percent Minority:	38.7% ³	26% ¹	26.5% ¹	18.9% ¹	37.8% ²
Median Household Income:	\$27,684 ³	\$36,420 ¹	\$49,743 ¹	\$56,852 ¹	\$53,889 ¹
Children in hshlds w/ public asst.	57.3% ⁷	53.1% ⁷	37.9% ⁷	29.7% ⁷	28.0% ⁷

¹Data are from the 2011-2015 American Community Survey 5-Year Estimates available on American FactFinder at https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml

²Data are from the 2011-2015 American Community Survey 5-Year Estimates available on American FactFinder at https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml.

³Data are from 2017 Federal Financial Institutions Examination Council's Census Report <http://geomap.ffiec.gov/FFIECGeoMap/GeocodeMap1.aspx>

⁴Data are from the Census 2016 Population estimates https://www.census.gov/search-results.html?q=Rhode+Island+population+&page=1&stateGeo=none&searchtype=web&cssp=SERP&%3Acq_csrf_token=undefined

⁵Data are from the 2017 Bureau of Labor Statistics and is available at <http://www.bls.gov/news.release/pdf/laus.pdf>

⁶Data are from the 2016 American Community Survey <https://www.census.gov/library/publications/2017/acs/acsbr16-01.html>

⁷Data are from the 2014 American Community Survey and are available on American FactFinder at <http://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=CF>

⁸Data are from the RI Department of Labor and Training and is available at <http://www.dlt.ri.gov/lmi/laus/town/providencecounty.htm>

According to HUD/USPS Vacancy data, as of June, 2013, there were higher levels of residential vacancies (9%) and commercial vacancies (21%) than in the County (4% & 11% respectively). Housing price declines are also reaching levels where the economics no longer support making basic home maintenance investments. In 2012, Boxwood Means data indicated that home prices had dropped 50% to \$103K from \$217K in 2006 in the Target Area. In the State, the comparable decline was only 26%, from \$313K in 2006 down to \$231K in 2012. This loss of wealth has had significant negative impacts in the community. In contract, Area rents are showing sharp increases since 2000. More than 51% of neighborhood renters are housing cost-burdened, paying more than 30% of their income for rent - up from 33% of renter households in 2000 (US Census & ACS).

iii Brownfields and Their Impacts

The former Brenner Bros. Scrap Iron Yard has a Lot size of approximately 22,651 square-feet (0.52 acres) and is located adjacent to the former Island Machine Company and Woonsocket Rubber Company Mill complex. The vacant Site sits at the gateway to the Main Street business district and serves only as blight and a guarded haven for illegal activity in the community. The Site is in the midst of low income, densely populated neighborhoods, comprised of mostly multifamily homes and over 10,000 vulnerable Woonsocket residents living within the surrounding target area.

The Site was developed prior to 1892 and served as a varnish manufacturer. There was a naphthalene tank located on the eastern portion of the Site, a structure used for lumber storage on the northern portion of the Site, and a vacant structure (former use unknown) on the western portion of the Site. By 1898, the naphthalene tank was removed, the varnish making kettles were removed from the small shed located in the southeastern portion of the Site, and the vacant structure formerly located in the western portion of the

Site was removed. By the early 1900s, the Site was occupied by Brenner Bros. Scrap Iron Yard with the northern building (used for storage and machinery) and two sheds located on the Site. By the early 1950s and through the early 1970s, the Site was utilized for parking. The Site has been vacant/unused since the 1970s.

The Lot adjoins the former Island Machine Company and Woonsocket Rubber Mill complex to the west. (Other Brownfield sites nearby listed below).

Brownfields Site Name	Type	Potential Contaminants Found	Impacts
Former ACS Industries/Lafayette Worsted	Textile Manufacturer	Metals, Petroleum, Volatile Organic Compounds in Soil and Groundwater	Contributing to contamination of Blackstone River
Former Woonsocket Color and Chemical	Fertilizer Additives and Oil Paint Manufacturer	Petroleum and Volatile Organic Compounds in Soil and Groundwater	Impacts to Cherry Brook which discharges to Blackstone River
Spotless System Cleaners, Inc.	Dry Cleaner	Chlorinated Solvents in Soil and Groundwater	Health impacts to residents in target area
South Main Street Cumberland Farms	Gasoline Station	Petroleum in Soil and Groundwater	Health impacts to residents in target area
Valley Transportation	Bus Company	Petroleum in Soil and Groundwater	Health impacts to residents in target area
National Chromium Property	Metal Plating and Hard Chromium Coating	Metals and Cyanide in Soil and Groundwater	Contributing to contamination of Blackstone River
Data Sources: EPA's Cleanups in My Community (CIMC) mapping app. RIDEM Online Environmental Resource Map			

b. Welfare, Environmental, and Public Health Impacts

i Welfare: The infrastructure remnants of a once prosperous era have had dire consequences for the target population and their neighborhood. Community health, welfare, and the overall quality of life have been impacted by this manufacturing legacy. Since 1950, the City has experienced steady population loss—from a high of 50,211 residents to 43,168 in 2010—more than 18%. Almost two-thirds of the housing units (62%) in the neighborhood were built before 1940, and of these, 45% are in 2-4 unit buildings, and 38% in 5+ unit buildings (2013 ACS). These buildings were originally constructed for millworkers over 150 years ago and contain high levels of lead-based paint, asbestos, and other environmental contaminants.

Of the three large mills remaining in the neighborhood, all are vacant and produce a significant blighting influence/economic drag on the surrounding area. Three other large mills have burned to the ground under suspicious circumstances in the past 30 years. These scorched sites are identified by the State as brownfields in need of remediation.

These factors have resulted in significant fiscal burdens on both households and municipal government. Abandoned and blighted buildings and contaminated sites in the Target Area depress property values for several blocks around the sites. These value declines, in turn, reduce property taxes and homeowner equity, impacting municipal coffers, and family wealth and opportunity.

ii Environmental Impacts: The impacts associated with over 100 years of discharges at the Site have had a significant impact on the surrounding neighborhoods. The health and welfare of target community residents has been affected disproportionately through contaminated discharges and sediments in the Blackstone River. In addition, continuous air pollution from heavy truck traffic, going to and from nearby Site facilities add to the

environmental upset of the surrounding neighborhoods. This heavy truck traffic cuts through sections of our target area (Census Tracts 174, 176 and 180) and is mainly attributed to businesses upstream on the Blackstone River and businesses located off of this proposal's location on South Main Street. These facilities include the Plastic Group of America, Global Truck and Auto repair, Petro Oil, L & R Scrap Metal, N. Smithfield Trash Transfer Station and The National Express Corporation. In addition, several active industrial businesses are located within close proximity to the Site, adding to the adverse environmental impact and conditions in the target community. An active gas station, two abandoned gas stations, a wastewater treatment plant, a hydro power plant, the city's large-scale wastewater/sewage incinerator, three auto repair facilities, and three industrial facilities - Bouckaert Industrial Textiles, The Plastic Group of America and Honeywell Sensing & Control are all located within 1.5 miles of the Site.

iii Public Health Impacts: The negative health impacts on target area community residents are compounded by the population's low-income and residence in a USDA identified 'Food Desert.' Other environmental issues disproportionately affect this already vulnerable population including especially sensitive populations such as children, women of childbearing age, minority groups, and the elderly. Cumulative effects include possible elevated respiratory illness from dust containing metals, asbestos, and organic vapors; elevated blood lead levels due to decay of lead-based paint at former industrial sites and on older neighborhood housing stock; and cancer risk from eating contaminated fish or exposure to contaminated subsurface vapors. As a result, the target area and Providence County have some of the highest rates of chronic lower respiratory disease, asthma, youth lead poisoning and cancer. Woonsocket's rate of child lead poisoning stands at 4.3%. This level is higher than the overall State average of 4% (RI Dept. of Health 2016). These higher than average impacts are linked to decades of exposure to contaminated Brownfields, pollution and the depressed economic conditions in the area. Through cleanup efforts of the proposed Site, NWBRV is positioned to have a strong, positive and lasting influence on the reduction of current and future health risks to the target community's residents, children and surrounding neighborhoods.

c. Financial Need

i. Economic Conditions: Outside of EPA support, neither NWBRV or the City of Woonsocket have the ability to finance the proposed Site cleanup. NWBRV has already maximized secured funding options for Site redevelopment [\$410,690 total cost]. However, funding for project remediation/ clean-up and remaining greenscaping, walls, and stormwater Site elements are still to be funded. With regard to the City, it sustained a loss of over \$13M in state financial aid between 2007 -2011, and in May 2012, the City Council and Mayor requested the appointment of a Fiscal Agent to oversee City finances. Unable to achieve fiscal stability, the Agent requested the appointment of a Budget Commission to avoid having the City file for bankruptcy. The results were positive and have led to a better financial outlook for the City. However, decaying municipal infrastructure and contaminated, vacant buildings/sites pose a threat to the City's fiscal recovery efforts. This proposal fills a critical need not only for the ARTech

Hub development but for the City as a whole, since redevelopment of the adjacent blighted structures cannot occur until all necessary cleanup activities conclude.

ii. Economic Effects of Brownfields: Adjacent to the Site is the Museum of Work & Culture and nearby River Falls Restaurant, both are located in restored mill buildings in the Island Place Historic District—at the gateway to the Target Area’s Main Street. The blight inflicted by the subject property’s looming, vacant lot has had a negative effect on the Area’s continued ability to draw out-of-town tourists and visitors. The unlighted lot creates a safety hazard and has drawn crime. Woonsocket is also losing some of its current and viable economic base. Over 2,500 manufacturing jobs have been lost within the last 15 years. In addition, stable companies, such as CVS Health, recently announced they would cut 250 jobs at their Woonsocket headquarters. LSI Industries, Inc. just announced that they would close their retail graphics manufacturing facility, which means the loss of additional local manufacturing jobs. The cumulative effect of these closures is a further shrinking municipal tax base. In the face of this unsustainable fiscal dynamic, the redevelopment of the Subject site promises to almost triple the amount of property taxes paid to the City from \$23,000 to over \$65,000 annually.

2. Project Description and Feasibility of Success

a. Project Description

i. Existing Conditions: The vacant Site consists of a gravel placed over top of soil contaminated with arsenic, lead and polycyclic aromatic hydrocarbons. This Site is the last remaining piece of a larger comprehensive neighborhood revitalization effort that will completely rehabilitate the Site and three blighted, abandoned mill buildings (located on three separate parcels - each of these parcels was awarded a \$200,000 EPA Brownfields Cleanup Grant in FY17) to create affordable housing, incubator space for entrepreneurs, arts and performance space, retail, office and space. The Site once utilized by a bustling scrap iron yard business, which employed hundreds of neighborhood residents from the early 1900s through the 1950s, lays vacant and unused. Although the Site was capped with a gravel surface to prevent direct exposure to contaminated soil, no Environmental Land Usage Restriction and Soil Management Plan have been recorded for the Site to ensure the preservation and maintenance of the proposed engineering controls and the proper handling of impacted soil in the event of future disturbance. The Site is part of a complex of historic buildings in the National Register ‘Island Place Historic District’.

ii. Proposed Cleanup Plan: A preliminary Analysis of Brownfields Cleanup Alternatives [ABCA], details the cleanup plan for the site.

The first step of the cleanup will be the abatement of onsite contaminated soils through the excavation of and off-site disposal of excess soil/material, followed by the construction and/or maintenance of a protective engineered barrier/cap (i.e. pavement, landscaped areas) to prevent human exposure to contaminated soil. The remedy will also include implementation of the Environmental Land Usage Restriction to ensure the preservation and maintenance of the proposed engineering controls, and will include a Soil Management Plan to secure the property handling of impacted soil in the event of future disturbance.

The cleanup/abatement plan of soil will utilize standard industry practices and erosion and sedimentation controls (silt fences, hay bales, temporary mulching, and/or erosion-control fabric in scour-prone fill areas, etc.) during construction. The cleanup plan is compatible with the end use given that the overall long-term risks posed by the identified source areas will be eliminated.

iii. Alignment with Revitalization Plans : The cleanup and redevelopment of the Site promotes every aspect of environmental justice in that the Site is part of a larger NWBRV community and economic development Plan to support sustainable, equitable and healthy living practices. The Plan has been in implementation for the past fifteen years and to date has leveraged \$45 million dollars of private investment, creating 165 affordable apartments, 43,100 square feet of neighborhood commercial and community facility space, 65 permanent jobs and over 400 construction jobs.

The project is prominently featured in one community plan, ‘The Veterans Memorial Transformation Plan (2016)’, which is a HUD Choice Neighborhoods funded plan. It is also in alignment with the City’s ‘Woonsocket Main Street Livability Plan’, dated April 2013. The project furthers several community goals highlighted in these Plans, including economic development, affordable housing development, Main Street revitalization and mixed-use development, community wealth-building through entrepreneurship, historic preservation and building/Site reuse, creative place-making and brownfield remediation.

The Site – referenced as the former Brenner Bros. Scrap Iron Yard Site - is situated in the southern portion of the Main Street District. The Livability Plan was undertaken to revitalize the Main Street District through coordinated streetscape and transportation improvements, changes to land use regulations, and enhanced bicycle and pedestrian amenities. As such, the cleanup and redevelopment of the Site aligns with the goal of the Livability Plan which is to strengthen the Main Street District as a vibrant, pedestrian-friendly arts and entertainment district that draws visitors and commerce, fosters local talent and supports the success of area businesses.

In addition, sustainable and equitable development practices are incorporated throughout all aspects of design and planning, as cleanup of this Site will assist in the completion of the ARTech HUB ‘campus’ District. Set within the ‘Our Neighborhoods District’ - as designated by the City of Woonsocket – the Site’s location lacks close proximity and access to major grocery stores. In such, The United States Department of Agriculture has identified the Our Neighborhoods District as being both low-income and falling within a Food Desert parameter. To assist in remedying this, the ARTech HUB’s 40 South Main St. property, located across from the Site, incorporates a 15,000 square foot mixed-use building with a public plaza and marketplace, a 150 person event space and an incubator kitchen with state-of-the-art equipment and space for 35 food business start-ups will foster both entrepreneurial ventures and immediate/easy access to fresh food.

As it is adjacent to Woonsocket’s Main Street Corridor, The ARTech HUB’s location provides easy walkability to a host of employment, education, shopping, business, health/wellness, post office, cultural and recreational options. A RIPTA bus stop is within

~450 feet/two minute walk of the site, and offers service every 30 minutes. Critical employment options include CVS corporate offices/warehouse, as well as over 50 small businesses located along nearby Main Street. The location is also approximately .9 – 1.4 miles from Route 146A and Route 104 – both main access roads that lead into and out of the City and are laden with shopping, employment, and business opportunities.

The remediation of the Site will secure site regrading, landscaping and associated parking. Green elements will include innovative stormwater management practices, vegetation, and sustainable paving materials to mitigate adverse environmental impacts of large expanses of paving. Other sustainable features will be added to the proposed parking area including energy-efficient lighting and renewable energy sources, providing safe pedestrian circulation and creating significant public spaces, along this scenic Blackstone River path, that will contribute and improve the quality of life enjoyed by the neighborhood's residents, workers and visitors.

b. Task Description and Budget Table

Proposed task descriptions are detailed below -followed by a table of associated costs.

i. Task Descriptions:

Task 1 - Cooperative Agreement Oversight: This task includes ARTech Hub, LLC 's time for program development, organization, support, the oversight of the proposed Brownfields cleanup activities and the selection of a qualified environmental professional (QEP) using a competitive bid process in accordance with 40 CFR 30. The cost includes travel for attendance at EPA Brownfields conferences. Outputs: up to three meetings, bid documents and the selection of a QEP, required ACRES reporting.

Task 2 - Community Outreach & Engagement: ARTech Hub, LLC will notify adjacent land owners, neighborhood residents and community organizations of cleanup schedules, hold public meetings to educate and update the community regarding cleanup and proposed redevelopment activities, and prepare public outreach materials. Costs under this task include ARTech Hub, LLC's staff and QEP personnel time to attend meetings, prepare presentation materials and respond to follow-up questions and comments solicited from the community. Outputs: up to three public meetings (before, during and after the remediation process) and the preparation of up to three public outreach deliverables (ads in local newspapers, postings in the community and abutter mailings) to communicate site status and outcomes.

Task 3 - Site-Specific Activities: The QEP will prepare final cleanup and soil management design, plans and specifications, conduct a site visit with proposed contractors, prepare a Site-Specific Quality Assurance Project Plan for required sampling/analysis efforts, and prepare submittal packages to obtain other necessary permit (i.e. Freshwater Wetlands Permit). This task also includes contractual remediation/construction efforts such as the installation of engineered barrier/cap, disposal of excess contaminated soils, collection and analysis of necessary disposal characterization/clean fill certification soil samples, engineered barrier/cap and supplies (copies faxes, phone, shipping/ mailing cost). Outputs: up to three meetings and review of QEP documents and work plans, submittals of remediation documents to the RI DEM,

final design and preparation of plans and specifications, contractor bidding documents, selection of a cleanup contractor, project team/stakeholder meetings.

Task 4 - Oversee Site Cleanup: This task includes ARTech Hub, LLC and QEP time for monitoring and oversight of public health and welfare for adjacent parcels and neighborhoods during the proposed cleanup activities. The QEP and ARTech Hub, LLC will also oversee the cleanup/abatement activities and perform necessary project monitoring and reporting during and after remediation to ensure compliance with the plans, specifications and requirements for regulatory closure. Oversight costs include the QEP personnel and ARTech Hub, LLC’s staff time, up to three meetings, QEP time for preparation of the status closure reports and meeting attendance and supplies (copies faxes, phone, shipping/ mailing cost). **Outputs:** up to three meetings and RI DEM site closure.

Budget Categories	Project Tasks (\$) [programmatic costs only]				Total
	Task 1 Cooperative Agreement Oversight	Task 2 Community Outreach & Engagement	Task 3 Site-Specific Activities	Task 4 Oversee Site Cleanup	
Personnel	\$2,500	\$3,500	\$2,000	\$1,500	\$9,500
Fringe Benefits	\$0	\$0	\$0	\$0	\$0
Travel ¹	\$2,500	\$0	\$0	\$0	2,500
Equipment ²	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0
Contractual	\$3,000	\$3,000	\$172,000	\$10,000	\$188,000
Other (specify)					
Total Federal Funding (not to exceed \$200,000)	\$8,000	\$6,500	\$174,000	\$11,500	\$200,000
Cost Share (20% of requested federal funds)⁴	\$1,600	\$1,200	\$35,200	\$2,000	\$40,000
Total Budget	\$9,600	\$7,200	\$211,200	\$12,000	\$240,000
¹ Travel to brownfields-related training conferences is an acceptable use of these grant funds (included cost for 2 people to attend 1 Brownfields conference - \$1,250 per person) ² EPA defines equipment as items that cost \$5,000 or more with a useful life of more than one year. Items costing less than \$5,000 are considered supplies. Generally, equipment is not required for Cleanup grants. ³ Applicants must include the cost share in the budget, even if applying for a cost share waiver. If the applicant is successful and the cost share waiver is approved, it will be removed in the pre-award negotiation. Reminder: Administrative costs, such as indirect costs, of grant administration with the exception of financial and performance reporting costs are ineligible grant activities.					

c. Ability to Leverage

Given the leverage of secured, pending and expected¹ funding, The ARTech Hub, LLC anticipates being able to allocate over \$175K toward the Site redevelopment budget of \$410,690. However, a funding gap of over \$235K exists for remediation [EPA] and completion of Site greenscaping, walls, bioswales and varying stormwater management elements [RIHR Comm.Bond]. Below is a listing of the funding sources detailed to support the remediation and redevelopment/construction of the ARTech Hub project/property.

¹ Funding applications are forthcoming.

Source	Purpose/Role	Amount (\$)*	Status (Secured resource with attached documentation, pending, or potential resource)
LIHTC Equity	Development/Construction		Pending Resource = attached documentation
EPA Brownfields Cleanup	Proposal Site Remediation	\$200,000	Expected Potential Resource
EPA Brownfields Cleanup	Funding-remediate 3 Sites		Secured Resource – attached documentation
Sponsor Deferred Fee	Greenscaping	\$ 15,000	Secured Resource – Sponsor Commitment
NeighborWorks America	Greenscaping	\$ 15,000	Secured Resource – attached documentation
Federal Historic Tax Credits	Construction/Paving//Trench/Cap	\$133,596	Secured Resource – attached documentation
State Historic Tax Credits	Construction/Walks/Walls	\$ 11,594	Secured Resource – attached documentation
FHLBB/Citizens 1 st	Development/Construction		Pending Resource = attached documentation
FHLBB/Citizens Dir. Subsidy	Development/Construction		Pending Resource = attached documentation
RI Housing HOME	Development/Construction		Expected Potential Resource
RI Housing ARP	Brownfield Development		Expected Potential Resource
RIH Resources Comm. Bond	Greenscaping/walls/Stormwater	\$ 35,500	Expected Potential Resource
* Table represents amounts specific to proposal Site. Attached documentation (Committed Firm Leveraged Resource Letters) refer to the project as a whole and include the total budget for all four parcels - the Site and the three parcels awarded \$200,000 each -\$600,000 total- in EPA FY2017 Brownfields Cleanup Funding.			

3. Community Engagement and Partnerships

a. Engaging the Community

The ARTech HUB, LLC, through its Managing Partner (NeighborWorks Blackstone River Valley-NWBRV) has long-established community resident and stakeholder relationships and partnerships within the target area that span over thirty years. In addition, NWBRV owns 175 affordable apartments providing homes for 450 individuals, 25,000s.f. of community facilities that house fifteen community programs serving over 5,000 residents annually and 35,000s.f. of neighborhood commercial space that house eight businesses serving over 8,500 customers annually. This provides a natural base of several thousand residents to initiate a robust community engagement process. NWBRV has also spearheaded several neighborhood campaigns and planning projects that have had great impact and success, and has a skilled and committed staff with the expertise to provide the outreach necessary to engage our neighbors and other stakeholders. In addition to face-to-face meetings, we anticipate spreading the word through newsletters (both on-line and print), flyers, strategically placed posters, text chains, email blasts and website ads, which garner 200 new visitors each month. We will use these strategies to both engage the community and keep them updated on work schedules and progress.

NWBRV organizes regular neighborhood meetings, work groups and task forces to tackle pressing community issues and engage residents in decision-making. We will utilize these proven methods to ensure proposed cleanup activities are conducted in a manner that is protective of sensitive populations and nearby residents and also to seek out and consider concerns with regard to health, safety and community disruption potentially posed by proposed cleanup activities. We also engage all abutters and neighbors face-to-face prior to the state of every development/construction project to provide contact information should questions or concerns arise as project progress. We also organize quarterly resident meeting for our renters, where this information will also be presented. Our staff and community partners also provide assistance to Limited English Proficiency (LEP) residents to assure that they can be as involved and aware as other residents are about the project.

NWBRV is also a partner in the Woonsocket Health Equity Zone, which is funded by the RI Department of Health to address health disparities throughout the City. The partners are well connected to the community, and also provide an excellent network to both engage and inform residents and stakeholders.

b. Partnerships with Government Agencies

ARTech Hub, LLC will hire a QEP to provide environmental oversight, direction, and risk characterization in order to protect public health and environmental well-being within our Target Area. The QEP will also ensure that the cleanup is conducted in accordance with EPA Brownfields and Rhode Island DEM voluntary cleanup program requirements. ARTech Hub, LLC staff and the selected QEP will work closely with our EPA and RI DEM Brownfield Representatives on this project. The DEM's letter of support for this project has been included as an attachment to the Cover Letter associated with this grant application. The Site is already enrolled in the state voluntary cleanup program under File No. SR-39-1291. The DEM Brownfields Liaison will be sent our clean-up plans for review, will be invited to review our RFP for the QEP, and will be asked for technical input and review of our reports and cleanup oversight. RI DEM Brownfields Representatives will provide input and guidance throughout the duration of the program, including evaluating risks from potential imminent hazards identified during cleanup planning. The DEM will provide final approval of the implemented remedial action at the Site through issuance of a Letter of Compliance.

ARTech Hub, LLC staff and the selected QEP will work closely with the RI DEM Office of Water Resources to secure the necessary approvals/permits for completing cleanup up activities since the Site is within close proximity to the Blackstone River. Additionally, ARTech Hub, LLC, the selected QEP, and the selected asbestos abatement contractor will work closely with the Rhode Island Department of Health's Asbestos Control Program to obtain the necessary approvals prior to and following asbestos abatement activities associated with the Site building.

c. Partnerships with Community Organizations

ARTech Hub, LLC will work with a number of community organizations to ensure a successful cleanup process as well as to keep community members informed of the project. ARTech Hub, LLC has identified specific partner organizations who will provide needed assistance before, during and after the completion of the project. At least three meetings will be held with the community partners to ensure their services will be provided on the project. The partners, including a description of the community organization and their role, are as follows:

i. Community Organization Description & Role

RiverzEdge Arts: RA is a neighborhood based nonprofit whose mission is to improve lives and places through art, design and creative problem solving. Their program is focused on creative youth development, placemaking and youth leadership development. RA commits to connecting ARTech HUB with their youth membership in order to further engagement and education and also to promote youth entrepreneurship opportunities resulting from the cleanup. They will also convene a youth charrette to contribute to the planning process for the project, and the larger revitalization program in the Target Area.

The New Leaders Council: NLC is a nonprofit dedicated to recruiting, training and promoting the next generation of progressive leaders. They recruit Fellows outside of traditional power structures and equip them with the skills necessary to be civic leaders in their communities and workplaces. They commit to hosting and facilitating community meetings and project briefings.

The Blackstone Valley Tourism Council: BVTC is a tourism and community development nonprofit serving the communities of the Blackstone River Valley. It actively promotes the places and spaces of the Valley, and will connect ARTech HUB to its constituencies and partners to expand engagement and education around the revitalization effort.

The Rhode Island Historical Society: The RIHS is the operator of the Museum of Work and Culture located in the heart of the Island Place Historic District. They commit to furthering the community engagement process by connecting ARTech HUB to their membership and constituency and continue their participation in revitalization planning and creative placemaking efforts currently underway.

The Northern RI Chamber of Commerce: NRICC is the Region's premier economic and community development advocate and they commit to publicizing the cleanup and project throughout their Statewide network and to promote employment and business opportunities to their membership.

Thundermist Health Center: THC is a community based health center serving the City. Their mission is to improve the health of their patients and communities by delivering exceptional health care, removing barriers to that care and promoting healthy lifestyles. They commit to engaging their constituency as part of the engagement process, and promoting employment opportunities that arise out of the project.

The Local Initiatives Support Corporation: RI-LISC is national community development intermediary that connects neighborhoods with National and Regional financial resources to improve their quality-of-life. They prioritize the New Markets financing application for the project, as well as providing a \$100,000 recoverable grant to undertake planning and predevelopment work, as well as a \$135,000 grant to undertake creative placemaking activities to build neighborhood vibrancy and community engagement.

ii. Letters of Commitment [Attached Following this Narrative]

d. Partnerships with Workforce Development

ARTech Hub, LLC will promote local hiring and procurement and link members of the community to employment opportunities in brownfields cleanup and redevelopment through partnerships with local workforce development organizations and Brownfields Job training grantees. ARTech HUB, through its operating partner—NWBRV—will require at least 10% Minority and Women Business Enterprise hiring (MBE/WBE) as part of the overall \$21 Million Dollar Development Budget.

The workforce development programs partners for this project include:

Connecting for Children and Families: CCF is a community based nonprofit dedicated to transforming the lives of City children through high quality educational opportunities and family support. CCF is a membership organization made up of parents, neighborhood leaders, service providers and business representatives. It operates several programs,

including a successful job training program. CCF commits to connecting ARTech HUB to their membership to further engagement, host meetings and promote employment and business opportunities through job training programs.

Community Care Alliance: CCA is a 126 year-old nonprofit that supports low income individuals and families in their efforts to meet economic, social and emotional challenges and enhance their well being. CCA commits to connecting ARTech with their constituency and clients to further community engagement and education, and connect their job training graduates with employment and business start-up opportunities that will be generated by the cleanup.

Both organizations have managed job training programs for more than ten years, with successful outcomes for program participants. Letters of Commitment are attached.

4. Project Benefits

a. Welfare, Environmental, and Public Health Benefits

i. Welfare: The successful cleanup and redevelopment of the Site will support and complete the ARTech Hub redevelopment, which includes the three previous EPA Cleanup Grant Sites of the Woonsocket Rubber Company and the Island Place Machine Company – three of the largest blighted properties in the Target Area. Positive spillover effects will further encourage local residents to invest more in their homes and abutting neighborhoods will once again attract young families. More neighborhood vibrancy would engender a greater sense of security by Senior citizens living alone in their homes. The currently funded sites will house affordable “live-work spaces” on the upper stories, with office space on the ground floor. The project is designed to support small businesses and startups, helping to provide jobs in the targeted area. Tourists visiting the adjoining Museum of Work & Culture and the nearby River Falls Restaurant will no longer have a negative view of Woonsocket, and the Main Street District, as the blighted property surrounding them would be renovated. Residents of the new affordable housing will bring an additional \$2.5 million dollars of consumer spending to the area, which will support newly established businesses. New entrepreneurs will invest in our Downtown/Main Street businesses. The economic development would be measured by evaluating the vacancy rate of business occupied spaces, both retail and commercial.

ii. Environmental: Our Brownfields Site will be a cleaner and safer site with removal of the building contaminants and construction of a protective engineered barrier/cap. The water quality of the Blackstone River will improve and humans will no longer have a risk of coming into contact with the contaminated Site soil.

iii. Public Health: Many of the local public health issues previously identified will be alleviated and/or reduced with the successful cleanup and redevelopment of the Site. Risks to health and homes due to asbestos contaminants in the air and the risk of issues such as fire to the adjacent/funded facilities will be eliminated. Safety concerns with children finding their way into unsafe structures will be eliminated. Respiratory impacts and blood lead levels will be reduced, specifically for the at-risk populations in the target area: children, women of child bearing age, minority groups, low income populations and the elderly. There would be lower incidences of chronic lower respiratory disease, asthma and breast cancer with the cleanup and redevelopment of the ARTech Hub Site.

b. Economic and Community Benefits

the entire ARTech Hub, LLC Initiative project will redevelop and reuse four vacant, blighted Sites -the Site proposed in this application, along with the three sites awarded EPA Cleanup Grant funding for the FY2017 round - into a mix-use development that promotes and leads to sustainable and equitable development outcomes . All residential units will be affordable and built to a minimum of energy star standards with a host of varying green and sustainable elements. Commercial space will be on the first floor with live-work spaces on the second and third floors. The redevelopment will highlight and incorporate the scenic views afforded by the building's location on the Blackstone River. A 5,000 sf. green space, with a walking/bike path along the river, is proposed to be constructed on the Site, securing walkability to the adjoining Museum of Work and Culture and adjoining Main Street. The Site is also adjacent to the Blackstone River Valley bikeway, which runs from Providence to Worcester. The redevelopment of this Site will also catalyze many economic benefits to include: creation of jobs during the remediation, construction and development process, as well as jobs associated with new businesses that will locate in the commercial/office spaces at the Site.

Significant public benefits, beyond employment and wealth-building opportunity for local entrepreneurs and workers, is that the development will boost the annual local tax base by an estimated \$45,000. Additionally, based on a preliminary projection of construction spending impact using the IMPLAN multipliers from a 2010 study conducted for the RI Housing Resources Commission, ARTech HUB construction is estimated to generate 331 direct and indirect construction jobs earning \$16.2 million of worker income, and \$42.6 million in total economic activity Statewide.

Outside of enhancing the neighborhood, this type of low impact development and site cleanup will make the community a safer place, as it will eradicate the potential for Site vandalism, potential drug activity and littering. In addition, due to Site cleanup and redevelopment, area property values and resident spending/need for services are anticipated to increase – a much needed outfall of Brownfield redevelopment.

5. Programmatic Capability and Past Performance

a. Audit Findings

ARTech HUB is a wholly owned subsidiary of the nonprofit Woonsocket Neighborhood Development Corporation (d/b/a NeighborWorks Blackstone River Valley/NWBRV) and to date, no audits have been conducted for this new entity. NWBRV has had annual audits since its incorporation in 1989. In its most recent audit, there were no Findings and Questioned Costs Relating to Federal Awards. There was a Finding related to the audit of financial statements and errors in the Trial Balance. A newly instituted month-end and year-end checklist ensures that financial reports from Investor Partners are provided in a timely manner and limited partner transaction entries will be reviewed by an independent accounting professional to ensure complete/accurate transaction entries and classifications.

b. Programmatic Capability

ARTech HUB LLC is a limited liability corporation that is wholly owned and managed by The Woonsocket Neighborhood Development Corporation d/b/a NeighborWorks Blackstone River Valley (NWBRV). NWBRV is an IRS 501(c)(3) nonprofit community development corporation and is the sole guarantor of all investor required financial and performance guarantees.

Throughout its history, NWBRV has worked with residents, businesses, neighborhood institutions, partners and communities to enrich neighborhood life and make affordable housing opportunities available throughout Northern Rhode Island. The organization has been creating economic opportunity and revitalizing Northern Rhode Island neighborhoods for over 30 years. We are the largest nonprofit community development corporation serving Northern Rhode Island. Since 1995 NWBRV has spearheaded several nationally recognized economic development and community revitalization initiatives that have created 389 affordable homes and apartments; 46,874 square feet of neighborhood commercial and community facilities; over 700 construction/temporary jobs and 65 permanent jobs. These projects have leveraged over \$107 million dollars in private and public investment. NWBRV has worked throughout Northern Rhode Island's urban, suburban and rural communities, tackling a variety of development projects ranging from single family new construction and infrastructure development, restoration of abandoned multifamily homes and redevelopment of brownfields/mill structures into successful mixed-use developments. NWBRV's work has a strong neighborhood place-making focus and is very comprehensive in its community development strategy. NWBRV initiates a variety of strategic partnerships with residents and other neighborhood stakeholders to assure long-term success for both its developments and the surrounding neighborhood.

In the neighborhood surrounding the ARTech HUB, NWBRV redeveloped a vacant, brownfields supermarket site (the former site of the Globe Mill) into the first LIHTC mixed-use development in the State. Heritage Place has 43 affordable apartments and 16,500 square feet of first floor retail and office space. The site boasts a Dunkin Donuts, and the locally popular 'Champs Diner'.

ARTech Hub, LLC's key development staff, assigned to work on the various components involved in this proposal, bring years of experience in construction, business, housing and community development. Staff includes: Joe Garlick, Executive Director (25yrs) /fundraising, project financing/closing; Terri Barbosa, RE Development Director (20yrs)/ project development/approvals; Christian Caldarone, Director of Asset Management (10yrs)/ property management oversight and ongoing asset management; Paula Sterlacci, Finance Director (20 yrs)/oversee all facets of organizational fiscal management; Bill Lewis, Assistance Director of RE Development (5 yrs)/project development and new initiatives; Paula Rezendes, Project Manager (25yrs)/project coordination; Paul Brais, Construction Manager (30yrs)/contract development and construction oversight; and Stan Eason, Construction Supervisor (20yrs)/construction management and oversight.

c. Measuring Environmental Results: Anticipated Outputs/Outcomes

ARTech Hub, LLC has a plan to track, measure and evaluate the project progress through the creation of a cleanup work plan and schedule which will identify outputs and outcomes specific to the project as deliverables. Progress will be reported toward the attainment of expected project outputs and outcomes during the project performance period via quarterly reports submitted via ACRES. Expected outputs include public meetings held, project team meetings held, the selection of a QEP, review of QEP documents and workplans, preparation of plans and specifications, contractor bidding documents, selection of a cleanup contractor, and ultimately RI DEM Site closure/cleanup of the Site. Expected outcomes include job creation and funding leveraged through the economic reuse of the Site, the number of acres made ready for reuse or acres of greenspace created for communities, and minimizing community exposure to hazardous substances and other contamination.

d. Past Performance and Accomplishments

i. ARTech HUB, LLC Has Received three FY17 EPA Brownfields Cleanup Grants

1. Accomplishments

ARTech Hub, LLC/NWBRV received three \$200,000 EPA Brownfields Cleanup Grants in FY 2017 for the Cleanup of three parcels associated with The Woonsocket Rubber Company Mill and the site of the former Island Machine Company Mill, ARTech Hub, LLC and NWBRV registered with the EPA and completed the one-time registration process by creating an ACRES User Name and Password. Following registration, the ARTech Hub, LLC and NWBRV ACRES account was associated with the applicable Cooperative Agreement number and state for the awarded FY 2017 Cleanup Grants. The specific outputs and outcomes that have been accomplished thus far include preparation of a Request for Proposals for QEP Services, registration of the sites in ACRES, participation in the 2017 Brownfields New Grantee Training sessions in June 2017, engagement of the community organizations identified in the grant proposals to ensure that commitments are implemented, and enrollment of the sites into the Island Department of Environmental Management Site Remediation Program. Applicable accomplishments have been reported to the EPA within ACRES and are up to date as of the date of submittal of this proposal.

2. Compliance with Grant Requirements

ARTech Hub, LLC and NWBRV submitted a Cleanup Workplan to the EPA in June 2017 and have complied with the Terms and Conditions of the Cooperative Agreement. ARTech Hub, LLC and NWBRV are adhering to the schedule and meeting milestones presented in the Cleanup Workplan; thus, expected results have been achieved. The Woonsocket Rubber Company Mill & Island Machine Company Mill sites have been entered into ACRES and the first quarterly report shall be submitted within ACRES by January 30, 2018, including the submittal of Phase I & II reports applicable to the sites. The start and end dates for the three \$200,000 Cleanup Grants awarded to ARTech Hub, LLC & NWBRV are October 1, 2017 and September 30, 2020, respectively. No funds have been expended on the grants as of the date of this proposal; however, various tasks within the Cleanup Workplan have been started and the commencement of expenditure of grant funds is imminent. The schedule outlined in the Cleanup Workplan shall be followed in order to expend the remaining funds in a timely manner.

Threshold Criteria Documentation
Nonprofit Status Documentation
Section III.B.1

Attachment A



State of Rhode Island and Providence Plantations
Department of State | Office of the Secretary of State
Nellie M. Gorbea, Secretary of State

CERTIFICATE OF GOOD STANDING

I, Nellie M. Gorbea, Secretary of State and custodian of the seal and corporate records of the State of Rhode Island and Providence Plantations, hereby certify that:

ARTECH HUB, LLC

is a Rhode Island Limited Liability Company organized on **June 05, 2015**.

I further certify that revocation proceedings are not pending; articles of dissolution have not been filed; all annual reports are of record and the company is active and in good standing with this office.

This certificate is not to be considered as a notice of the company's tax status, financial condition or business practices; such information is not available from this office.



SIGNED and SEALED on

October 27, 2017

Secretary of State

Certificate Number: 17100127410

Verify this Certificate at: <http://business.sos.ri.gov/CorpWeb/Certificates/Verify.aspx>

Processed by: dantonelli



State of Rhode Island and Providence Plantations
Department of State | Office of the Secretary of State
Nellie M. Gorbea, Secretary of State

Date: October 30, 2017

ARTECH HUB, LLC
(3 Pages)

A TRUE COPY WITNESSED UNDER THE SEAL OF THE STATE OF
RHODE ISLAND AND PROVIDENCE PLANTATIONS

Secretary of State



By Kristen B. Lynch

Filing Fee: \$150.00



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Division of Business Services
148 W. River Street
Providence, Rhode Island 02904-2615

2015 JUN -5 PM 2:10
SECRETARY OF STATE
CORPORATIONS DIV

LIMITED LIABILITY COMPANY

ARTICLES OF ORGANIZATION

Pursuant to the provisions of Chapter 7-16 of the General Laws of Rhode Island, 1956, as amended, the following Articles of Organization are adopted for the limited liability company to be organized hereby:

1. The name of the limited liability company is:

ArTech Hub, LLC

2. The address of the limited liability company's resident agent in Rhode Island is:

1000 Chapel View Boulevard, Suite 200 Cranston, RI 02920
(Street Address, not P.O. Box) (City/Town) (Zip Code)

and the name of the resident agent at such address is Kristin A. DeKulper (Name of Agent)

3. Under the terms of these Articles of Organization and any written operating agreement made or intended to be made, the limited liability company is intended to be treated for purposes of federal income taxation as:

(Check one box only)

[] a partnership or [] a corporation or [X] disregarded as an entity separate from its member

4. The address of the principal office of the limited liability company if it is determined at the time of organization:

719 Front Street, Suite 103, Woonsocket, RI 02895

(If not determined, so state)

5. The limited liability company has the purpose of engaging in any lawful business, and shall have perpetual existence until dissolved or terminated in accordance with Chapter 7-16, unless a more limited purpose or duration is set forth in paragraph 6 of these Articles of Organization.

FILED

JUN 05 2015

By 250324
A.A. 2:10p.m.

6. Additional provisions, if any, not inconsistent with law, which the members elect to have set forth in these Articles of Organization, including, but not limited to, any limitation of the purposes or duration for which the limited liability company is formed, and any other provision which may be included in an operating agreement:

7. Management of the Limited Liability Company (check one only):

A. The limited liability company is to be managed by its members. (If you have checked this box, go to item No. 8 – **DO NOT LIST ANY NAMES IN SECTION B.**)

or

B. The limited liability company is to be managed by one (1) or more managers. (If the limited liability company has managers at the time of the filing of these Articles of Organization, state the name and address of each manager.)

Manager

Address

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

8. The date these Articles of Organization are to become effective, if later than the date of filing, is:

Upon filing these Articles of Organization

(not prior to, nor more than 30 days after, the filing of these Articles of Organization)

Name and Address of Authorized Person:

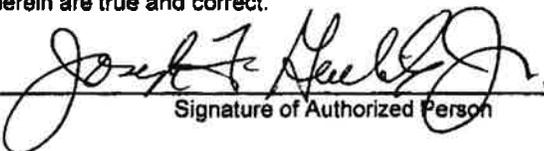
Joseph F. Garlick

719 Front Street, Suite 103

Woonsocket, RI 02895

Under penalty of perjury, I declare and affirm that I have examined these Articles of Organization, including any accompanying attachments, and that all statements contained herein are true and correct.

Date: June 5, 2015



Signature of Authorized Person



State of Rhode Island and Providence Plantations
Department of State | Office of the Secretary of State
Nellie M. Gorbea, *Secretary of State*

I, NELLIE M. GORBEA, Secretary of State of the State of Rhode Island
and Providence Plantations, hereby certify that this document, duly executed in
accordance with the provisions of Title 7 of the General Laws of Rhode Island, as
amended, has been filed in this office on this day:

June 05, 2015 2:10 PM

A handwritten signature in blue ink, appearing to read "Nellie M. Gorbea".

Nellie M. Gorbea
Secretary of State





State of Rhode Island and Providence Plantations
Department of State | Office of the Secretary of State
Nellie M. Gorbea, Secretary of State

CERTIFICATE OF GOOD STANDING

I, Nellie M. Gorbea, Secretary of State and custodian of the seal and corporate records of the State of Rhode Island and Providence Plantations, hereby certify that:

The Woonsocket Neighborhood Development Corporation

is a Rhode Island Non-Profit Corporation organized on **August 24, 1988**. I further certify that revocation proceedings are not pending; articles of dissolution have not been filed; all annual reports are of record and the corporation is active and in good standing with this office.

This certificate is not to be considered as a notice of the corporation's financial condition or business practices; such information is not available from this office.

SIGNED and SEALED on

October 27, 2017

Secretary of State



Certificate Number: 17100127340

Verify this Certificate at: <http://business.sos.ri.gov/CorpWeb/Certificates/Verify.aspx>

Processed by: dantonelli

Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: **DEC 13 2007**

Person to Contact:

Sally Froehle ID# 31-08058

Toll Free Telephone Number:

877-829-5500

Employer Identification Number:

22-2907602

Woonsocket Neighborhood Development Corporation
Neighbor Works Blackstone River Valley
719 Front Street Unit 105
Woonsocket, RI 02895

Dear Sir or Madam:

This is in response to your request of October 23, 2007 regarding your DBA name Neighbor Works Blackstone River Valley. We have updated our records to reflect the DBA name above.

Our records indicate that a determination letter was issued in October 1993 that recognized you as exempt from Federal income tax, and reflect that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

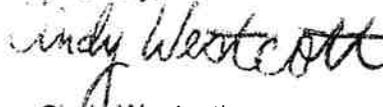
Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Because you are not an organization described in section 170(c) of the Code, donors may not deduct contributions made to you. You should advise your contributors to that effect.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Cindy Westcott
Manager, Exempt Organizations
Determinations



State of Rhode Island and Providence Plantations
Department of State | Office of the Secretary of State
Nellie M. Gorbea, *Secretary of State*

Date: October 30, 2017

The Woonsocket Neighborhood Development Corporation
(14 Pages)

A TRUE COPY WITNESSED UNDER THE SEAL OF THE STATE OF
RHODE ISLAND AND PROVIDENCE PLANTATIONS

Secretary of State



By Christopher R. Lynch

Filing Fee: \$20.00

ID Number 51568



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
100 North Main Street
Providence, Rhode Island 02903-1335

NON-PROFIT CORPORATION

FICTITIOUS BUSINESS NAME STATEMENT
(To Be Filed In Duplicate)

Pursuant to the provisions of Section 7-6-11 of the General Laws, 1956, as amended, the undersigned non-profit corporation hereby submits the following statement for authority to transact its affairs in the State of Rhode Island under a fictitious business name:

1. The name of the non-profit corporation is The Woonsocket Neighborhood Development Corporation
2. The fictitious business name to be used is NeighborWorks Blackstone River Valley
3. The state or other jurisdiction under the laws of which it is incorporated is Rhode Island
4. The date of incorporation is August 28, 1988

Under penalty of perjury, I declare that the information contained herein is true and correct.

Date: April 6, 2006

The Woonsocket Neighborhood Development Corporation

Print Name of Applicant Non-Profit Corporation

By

Glenda Byhouwer
Signature of Authorized Person

Glenda Byhouwer, President, Board of Directors

Title

06 AUG 31 PM 12:55

RECEIVED
SECRETARY OF STATE
CORPORATIONS DIV

FILED

AUG 31 2006

By NA

9-83106

51568

State of Rhode Island and Providence Plantations

NON-PROFIT CORPORATION

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF

The Woonsocket Housing Development Corporation

Pursuant to the provisions of Section 7-6-40 of the General Laws, 1956, as amended, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is The Woonsocket Housing Development Corporation

SECOND: The following amendment to the Articles of Incorporation was adopted by the corporation:

(Insert Amendment)

Article I: Name and Office

Section I: The name of the Corporation is hereby changed to:

The Woonsocket Neighborhood Development Corporation

FILED

FEB 4 1994

By [Signature]
116451

FEB 4 3 09 PM '94
RECEIVED

THIRD: The amendment was adopted in the following manner:

(Note 1)

The amendment was adopted at a meeting of members held on December 20, 1993, at which a quorum was present, and the amendment received at least a majority of the votes which members present at such meeting were entitled to cast.

Dated February 1, 1994

The Woonsocket Housing Development Corporation (Note 2)

By Gail L. Chauvin Gail L. Chauvin (Note 3)

Its President

and Diane M. Parenteau Diane Parenteau (Note 3)

Its Secretary

NOTES:

1. Insert whichever of the following statements is applicable:
 - (a) "The amendment was adopted at a meeting of members held on , at which a quorum was present, and the amendment received at least a majority of the votes which members present or represented by proxy at such meeting were entitled to cast."
 - (b) "The amendment was adopted by a consent in writing signed under date of by all members entitled to vote in respect thereto."
 - (c) "The amendment was adopted at a meeting of the Board of Directors held on , and received the vote of a majority of the Directors in office, there being no members entitled to vote in respect thereof."
2. Exact corporate name of corporation adopting the Amendment.
3. Signatures and titles of officers signing for the corporation.

State of Rhode Island and Providence Plantations

NON-PROFIT CORPORATION

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF

THE WOONSOCKET HOUSING DEVELOPMENT CORPORATION

Pursuant to the provisions of Section 7-6-40 of the General Laws, 1956, as amended, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is THE WOONSOCKET HOUSING DEVELOPMENT CORPORATION

SECOND: The following amendment to the Articles of Incorporation was adopted by the corporation:

(Insert Amendment)

"Notwithstanding any other provision of these articles, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from Federal income tax under section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue law) or (b) by an organization contributions to which are deductible under section 170(c) (2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law)."

THIRD: The amendment was adopted in the following manner:

(Note 1)

The admendment was adopted by a consent in writing signed under date of
by all members entitled to vote in respect thereto.

Dated **MAR 15 1989** , 19

THE WOONSOCKET HOUSING DEVELOPMENT CORP. (Note 2)

By Gail L. Chauvin (Note 3)

Its President

and Nancy K. Besset (Note 3)

Its Secretary

RECEIVED
SECRETARY OF STATE
CORPORATIONS DIV.

MAR 15 4 13 PM '89

16721
Gail

65

NOTES:

1. Insert whichever of the following statements is applicable:
 - (a) "The amendment was adopted at a meeting of members held on
, at which a quorum was present, and the amendment received at least a majority of the votes which members
present or represented by proxy at such meeting were entitled to cast."
 - (b) "The amendment was adopted by a consent in writing signed under date of
by all members entitled to vote in respect thereto."
 - (c) "The amendment was adopted at a meeting of the Board of Directors held on
, and received the vote of a majority of the Directors in office, there being no members entitled to vote in respect
thereof."
2. Exact corporate name of corporation adopting the Amendment.
3. Signatures and titles of officers signing for the corporation.

51568

State of Rhode Island and Providence Plantations

NON-PROFIT CORPORATION

ORIGINAL ARTICLES OF INCORPORATION

The undersigned, acting as incorporator(s) of a corporation under Chapter 7-6 of the General Laws, 1956, as amended, adopt(s) the following Articles of Incorporation for such corporation:

FIRST: The name of the corporation is The Woonsocket Housing Development Corporation

SECOND: The period of its duration (if perpetual, so state) Perpetual

THIRD: The purpose or purposes for which the corporation is organized are: To develop, own, manage, finance and preserve decent, safe and affordable housing for low- and moderate-income families and individuals in the City of Woonsocket. This housing will be provided through rental, ownership (whether in fee, joint venture or on a cooperative or land trust basis), management, development, repair programs or other means and it will be provided without regard to age, creed, color, handicap, national origin, race or sex.

FOURTH: Provisions (if any) for the regulation of the internal affairs of the corporation, including provisions for the distribution of assets on dissolution or final liquidation, are:

(Note 1)

PLEASE SEE ATTACHED BY-LAWS EXHIBIT "A".

Article X: Disolution

Section I: In the event of the dissolution of the Corporation, any and all assets available for distribution, after payment of obligations, shall be transferred to such other organization or organizations as shall at the time qualify as an exempt organization or organizations under Section 501 (c) (3) of the Internal Revenue Code of 1986 or the corresponding provision of any subsequent Federal tax law, whose goals include, but are not limited to the development of improvement of housing for low-income families in the City of Woonsocket as the Board of Directors shall determine.

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CORPORATIONS DIV.

nr

FIFTH: The address of the initial registered office of the corporation is 50 Monticello Road, Pawtucket, Rhode Island 02860 (add Zip Code);

and the name of its initial registered agent at such address is: Peter T. Bouchard, Esq.

SIXTH: The number of directors constituting the initial Board of Directors of the corporation is 14, and the names and addresses of the persons who are to serve as the initial directors are:

Name	Address
SEE ATTACHED EXHIBIT "B" FOR OTHER NAMES	
Ms. Nancy Benoit	28 Berkley St., Woon., RI 02895
Ms. Joan-Maney Carbone	489 South Main St., Woon., RI 02895
Ms. Dorothy Chaplin	54 First Avenue, Woon., RI 02895
Ms. Gail Chauvin	1 Winsor Court, Cumberland, RI 02864
Ms. Emma Dandy	346 Village Rd., Woon., RI 02895

SEVENTH: The name and address of each incorporator is:

Name	Address
Ms. Gail Chauvin	1 Winsor Court, Cumberland, RI 02864

EIGHTH: Date when corporate existence to begin (not more than 30 days after filing of these articles of incorporation): July 30, 1988

Dated July 15, 1988

 Ms. Gail Chauvin, President

Incorporator(s)

NOTE: 1. If no provision for the regulation of the internal affairs of the corporation or for the distribution of assets on dissolution or final liquidation are to be set forth, insert "None." In an appropriate case provisions relating to members, their qualifications and rights (Section 7-6-15) may be inserted here.

BY-LAWS OF
THE
WOONSOCKET HOUSING DEVELOPMENT
CORPORATION

ARTICLE I

Name and Office

Section I: The name of the Corporation is the Woonsocket Housing Development Corporation. Its principal office shall be located in Woonsocket, Rhode Island, at such location as may be determined from time to time by the Board of Directors.

ARTICLE II:

Purpose

Section I: Decent, safe, affordable housing is a basic right for all people. To this end the Woonsocket Housing Development Corporation shall be organized and operated to develop, own, manage, finance and preserve decent, safe and affordable housing for low- and moderate income families and individuals in the City of Woonsocket. This housing will be provided through rental, ownership (whether in fee, joint venture, or on a cooperative or land trust basis), management, development, repair programs or other means and it will be provided without regard to age, creed, color, handicap, national origin, race, or sex.

Section II: The Corporation is a nonprofit corporation organized exclusively for charitable purposes as described in Section 501 (c) (3) of the Internal Revenue Code, as amended. In no event will any part of the assets of the Corporation be applied directly for the benefit of any member of the Corporation in any manner that is prohibited by or may jeopardize the exempt status of the Corporation under Section 501 (c) (3) of the Internal Revenue Code.

ARTICLE III:

Membership

Section I: Membership: Any person who supports the purposes of the Corporation and who works or lives in the City of Woonsocket may become a member of the Corporation upon an affirmative vote of the Board of Directors.

Section II: Board of Directors: All members of the Corporation shall be on the Board of Directors of the Corporation.

Section III: Number of Directors: The membership of the Corporation shall not be less than thirteen or more than twenty.

Section IV: Term of Office: The initial Board of Directors of the Corporation, and any additional Directors elected or appointed to such position prior to the second Annual Meeting of the Board of Directors shall serve for a term which shall expire at the second Annual Meeting of the Board of Directors.

Section V: Staggered Terms: At the second Annual Meeting of the Board of Directors, pursuant to a process approved by the majority of the Board of Directors, the Board shall elect Directors such that terms of office shall be staggered as follows: one-third of the Directors to be elected shall be elected to serve a one year term, one-third shall be elected to serve a two year term, and one-third shall be elected to serve a three year term. Beginning with the third Annual Meeting of the Board of Directors, Directors shall be elected to serve for a term of three years such that all Directors shall eventually be elected for a term of three years, and the terms of Directorship shall expire on a staggered basis.

Section VI: Maximum Term: No person shall be elected to the Board of Directors for more than two consecutive terms of office, provided, however, that this limitation shall not prevent a Director who holds such position prior to the second Annual Meeting of the Board of Directors from being elected to serve on the Board of Directors for two consecutive terms from and after such second Annual Meeting of the Board of Directors.

Section VII: Representative Membership: It is the goal of the Corporation to have a membership representing a broad spectrum of the community, reflecting its ethnic and minority diversity and including low and moderate income persons.

Section VIII: Removal: Any Board member may be removed from office by the affirmative vote of a majority of the Board present at any regular or special meeting called for that purpose, when he/she no longer meets the criteria for corporate membership, or for nonfeasance, malfeasance, or misfeasance, for conduct detrimental to the interest of the Corporation, or for refusal to render reasonable assistance in carrying out its purposes. Any member proposed to be removed shall be entitled to at least ten days notice in writing by mail of the meeting of the Board of Directors at which time such removal is to be voted upon and shall be entitled to appear before and be heard by the Board of Directors at such meeting.

Section IX: Failure To Attend Meetings: A Board member who fails to attend three consecutive Board meetings may be deemed to have offered her/his resignation as a member of the Board of Directors.

ARTICLE IV:
Meetings of the Corporation

Section I: Annual Meeting: The Corporation's annual meeting shall be held in April or at such other time as the Board of Directors, shall, by vote, designate. Written notice of the date, time and place of the annual meeting shall be mailed to each director not less than twenty days prior to the date of the meeting.

Section II: Regular Meetings: Regular meetings of the Board of Directors shall be held at least nine times during the year. Written notice of the date, time and place of these meetings shall be mailed to each director not less than seven days prior to the date of the meeting.

Section III: Special Meetings: The President of the Board of the Executive Committee, or ten percent of the members may call a special meeting of the Corporation. Notice of Special Meetings shall include the date, time and place of the meeting; a statement of the reason for the meeting, and shall indicate who called the meeting.

Section IV: Conduct of Meetings: All meetings of the corporation shall be conducted by the President according to Roberts Rules of Order. The meeting shall be adjourned if, at its inception or during the meeting a quorum is not present. It shall be necessary that seven or more members be present to constitute a quorum.

Section V: Voting: The affirmative vote of a simple majority of members present at a meeting shall be the Act of the members unless a greater number of affirmative votes is specifically required by law or elsewhere in these By-laws. A vote shall be valid only if taken at a meeting of the Directors in which a quorum is present at the time of the vote. No Director may vote by proxy.

Section VI: Chairperson: The President or Vice-President in the absence of the President shall preside at all meetings of the Board of Directors. If both the President and Vice-President are absent a majority of the Directors in attendance shall elect a person to preside at the meeting.

ARTICLE V
Board of Directors

Section I: Powers: The Directors shall have the general management and control of the activities, properties and affairs of the Corporation and may

exercise all the powers that may be exercised or performed by the Corporation pursuant to law and these By-laws, specifically to include but not limited to those powers which are necessary to the Corporation to pursue those purposes for which it was created.

Section II: Officers: The Officers of the Corporation shall be the President, Vice-President, Secretary and Treasurer, and such other officers, with such designation, functions, powers and duties not inconsistent with the law and these By-laws, as may be assigned from time to time by the Board of Directors. Other offices may be created, modified and abolished by a two-thirds vote of the Board of Directors then in office. A Director may hold one such office at a time.

Section III: Election and Term of Office: The President, Vice-President, Secretary and Treasurer of the Corporation shall be elected annually by the Board of Directors from among their number at the regular meeting of the Board of Directors preceding the Annual Meeting of the Corporation. Election shall be a simple majority of the Directors then in office. Each officer shall hold office until a successor is duly qualified and elected or until he/she ceases to be a member of the Corporation or until he/she is removed from office in accordance with these By-laws.

Section IV: Vacancies: In case any office of the Corporation becomes vacant through death, resignation, retirement, disqualification, or other causes, the Directors then in office shall, within sixty days, elect a Director to fill such vacancy, and the officer so elected shall hold office and serve until the next election of the Corporation and until the election and qualification of his/her successor.

Section V: President: The President shall preside at meetings of the Corporation and of the Board of Directors and shall have and exercise general charge and supervision of the affairs of the Corporation and shall perform such other duties as shall be prescribed by the Board of Directors.

Section VI: Vice-President: At the request of the President, or in the event of the President's absence or disability, the Vice-President shall perform the duties and possess and exercise the power of the President and shall perform such other duties as shall be prescribed by the Board of Directors.

Section VII: Secretary: The Secretary shall be responsible for keeping minutes of all meetings of the Corporation, shall keep an accurate list of the names and addresses of all members, shall keep a list of all proposed members and applications for membership, and shall be responsible for ensuring that all corporate documents, papers and letters are being properly maintained and preserved.

Section VIII: Treasurer: The Treasurer shall be responsible for overseeing of the financial records of the Corporation. The Treasurer shall ensure that at each meeting of the Board a report of the financial status of the Corporation is presented, shall review and recommend investments of corporate funds, shall review from time to time the bookkeeping procedures by corporate employees to ensure that Federal and State tax returns have been filed, shall arrange for the review of corporate records by independent accountants when such review is deemed appropriate by the Board and take such other and further actions as directed by the Board.

Section IX Removal: Any officer may be removed from office by the affirmative vote of a majority of the Board present at any regular or special meeting called for that purpose, when he/she no longer meets the criteria for corporate membership, or for nonfeasance, malfeasance, or misfeasance, for conduct detrimental to the interest of the Corporation, or for refusal to render reasonable assistance in carrying out its purposes. Any officer proposed to be removed shall be entitled to at least ten days notice in writing by mail of the meeting of the Board of Directors at which time such removal is to be voted upon and shall be entitled to appear before and be heard by the Board of Directors at such meeting.

ARTICLE VI: **Committees**

Section I: Executive Committee: The Executive Committee of the Corporation shall be composed of the following Directors: the President, Vice-President, the Treasurer and the Secretary and one other Director elected by the Board. The Executive Committee shall have the power to act on behalf of the Board in connection with the management of the affairs of the Corporation except upon matters specifically identified by the Board as requiring the act of the Board itself. The Executive Committee will undertake no act on behalf of the Board or Corporation except upon a two-thirds vote of the Committee, and in no case upon less than four affirmative votes.

Section II: Other Committees: The President, with the approval of the Board may appoint such other committees of its members as deemed desirable. Such committees may be temporary or continuing, shall act under supervision of the Board and President, and may not act on behalf of the Board but shall make recommendations to the Board as it deems appropriate to its charge. Said committees may act on behalf of the Board only upon specific delegation by the Board.

ARTICLE VII:
Executive Director

Section I: Executive Director: The Board of Directors of the Corporation shall appoint an Executive Director, who shall serve at the pleasure of the Board of Directors. Appointment and removal shall require a majority vote of the Board of Directors. The Executive Director shall have such general executive supervision over the property, affairs, programs, and finances of the Corporation as shall be designated by the Board of Directors. He/she shall attend all meetings of the Board of Directors and Corporation Committees, and furnish information and staff assistance to such committees; be responsible for the administration of the Corporation's office and employ by and with the approval of the Board of Directors. The Executive Director shall not be deemed a member of the Board of Directors, the Executive Committee, or an officer of the Corporation. The Executive Director shall be entitled to such reasonable compensation for his/her services as is established by a majority vote of the Board of Directors.

ARTICLE VIII
Fiscal Year

Section I: Fiscal Year: The Fiscal Year of the Corporation shall commence on the first day of July and end on the thirtieth day of June of the following year.

ARTICLE IX
Amendments

Section I: Amendments: These By-laws may be amended by a two-thirds vote of the Board of Directors present at a meeting designated for that purpose.. The proposed amendment shall be mailed to the Directors at least ten days in advance of the meeting at which time action is to be undertaken on the proposed amendment.

ARTICLE X
Dissolution

Section I: Dissolution: In the event of the dissolution of the Corporation, any and all assets available for distribution, after payment of obligations, shall be transferred to such other organization or organizations as shall at the time qualify as an exempt organization or organizations under Section 501 (c) (3) of the Internal Revenue Code of 1986 or the corresponding provision of any subsequent Federal tax law, whose goals include, but are not limited to the development or improvement of housing for low-income families in the City of Woonsocket as the Board of Directors shall determine.

**BOARD OF DIRECTORS
WOONSOCKET HOUSING DEVELOPMENT CORPORATION**

MS. PATRICIA ALLEN
50 Rhodes Avenue
Woonsocket, R.I. 02895

MR. JAMES CHAPLIN
225 Front Street
Woonsocket, R.I. 02895

MR. WILLIE L. BARR
239 Rathbun Street
Woonsocket, R.I. 02895

MS. GAIL CHAUVIN
1 Winsor Court
Cumberland, R.I. 02864

MS. NANCY BENOIT
28 Berkley Street
Woonsocket, R.I. 02895

MR. KEVIN COLEMAN
63 Bernice Avenue
Woonsocket, R.I. 02895

MR. PETER T. BOUCHARD
294 Woodland Street
Woonsocket, R.I. 02895

MS. EMMA DANDY
346 Village Road
Woonsocket, R.I. 02895

MR. DOUGLAS T. BROWN
324 Harris Avenue
Woonsocket, R.I. 02895

MR. WILLIAM R. HEADLEY
80 Hamlet Avenue
Woonsocket, R.I. 02895

MS. JOAN MANEY CARBONE
489 South Main Street
Woonsocket, R.I. 02895

MR. C. GIL PEREZ
600 South Main Street
Woonsocket, R.I. 02895

MS. DOROTHY CHAPLIN
54 First Avenue
Woonsocket, R.I. 02895

MS. MARY WATSON
37 Ballou Street
Woonsocket, R.I. 02895

Threshold Criteria Documentation
Site Ownership Documentation
Section III.B.2

Attachment B

TAX \$ 4,600.00
DATE 6/17/2015
RECORDER JAL
CITY OF WOONSOCKET

Warranty Deed

014146

RHODE ISLAND
REAL ESTATE CONVEYANCE TAX

KNOWN ALL MEN BY THESE PRESENTS, That VOGUE PROPERTIES, LLC, 68 South Main Street, Woonsocket, RI 02895

For consideration paid, and in full consideration of One Million and 00/100 (\$1,000,000) Dollars.

Grant to ArTech Hub, LLC, 719 Front Street, Suite 103, Woonsocket, RI 02895,
a Rhode Island limited liability company *

With **WARRANTY COVENANTS,**

Three (3) certain parcels of land with the buildings and improvements thereon situated on the southerly side of South Main Street and Northerly, Westerly and Southerly sides of Island Place in the City of Woonsocket, County of Providence and State of Rhode Island, more particularly shown as Parcels A, B and C shown on a "Plan of Land for City of Woonsocket" dated March, 1985 by Bibeault and Florentz, Engineering Co., Civil Engineers and Land Surveyors, recorded in Woonsocket in Plan Book 16, Plan 21.

Said parcels are more particularly bound and described as follows:

PARCEL A

Beginning at the intersection of the southerly line of said South Main Street and the westerly line of Island Place, said point being the northeasterly corner of said PARCEL A; thence

S. 08° 00' 57" E. bounded easterly on said Island Place in part and in part on PARCEL B hereinafter described, one hundred sixty and 13/100 (160.13) feet; thence

S. 81° 59' 83" W. ten (10) feet; thence

S. 18° 59' 03" W. seventy-eight and 64/100 (78.64) feet, said last two courses bounding on said PARCEL B; thence

N. 84° 07' 49" W. forty-two and 77/100 (42.77) feet; thence

N. 06° 41' 33" E. forty-six and 14/100 (46.14) feet to an angle; thence

*Grantor hereby covenants that it is in compliance with R.I. Gen. Laws Section 44-30-71.3 and no withholding is required under R.I. Gen. Laws 44-30-71.3 as Grantor is a resident of Rhode Island, as the Grantor has 2 members, both of which are residents of Rhode Island as evidenced by affidavit.

N. $04^{\circ} 35' 27''$ E. one hundred sixty-one and $02/100$ (161.02) feet to said South Main Street, said last two (2) courses bounding on remaining land now formerly of Falls Warehousing, Inc., formerly known as Falls Yarn Mills, Inc.; thence

N. $72^{\circ} 08' 33''$ E. sixty-two (62) feet to an angle; thence

N. $42^{\circ} 19' 33''$ E. six and $24/100$ (6.24) feet to the point of beginning said last two (2) courses bounding on said South Main Street.

Excluding a portion of Parcel A conveyed to the City of Woonsocket by deed recorded in Book 1043 at Page 479.

PARCEL B:

Beginning at a point in the southerly line of Island Place at the northwesterly corner of land now or formerly of Island Machine Co., Inc., said point being the northeasterly corner of said PARCEL B, thence

S. $18^{\circ} 15' 06''$ E. bounding easterly on said Island Machine Co., Inc. land, two hundred eleven and $77/100$ (211.77) feet; thence

N. $72^{\circ} 20' 43''$ W. twenty-eight and $79/100$ (28.79) feet to an angle; thence

N. $84^{\circ} 07' 49''$ W. one hundred twenty-six (126) feet to PARCEL A hereinbefore described; thence

N. $18^{\circ} 59' 03''$ E. seventy-eight and $64/100$ (78.64) feet; thence

N. $81^{\circ} 59' 03''$ E. ten (10) feet; thence

N. $08^{\circ} 00' 57''$ W. eighty-eight and $26/100$ (88.26) feet to said Island Place; thence

Easterly, bounding northerly on said Island Place, sixty-five and $35/100$ (65.35) feet to the point of beginning, said last three (3) courses bounding on said PARCEL A.

PARCEL C:

Beginning at a point in the southerly line of said Island Place at the northeasterly corner of land now or formerly of Island Machine Co., Inc., said point being the northwesterly corner of said PARCEL C; thence

N. 75° 31' 24" E. bounding northerly on said Island Place, one hundred fifteen and 37/100 (115.37) feet to PARCEL D hereinafter described; thence

S. 18° 18' 36" E. bounding easterly on said PARCEL D, one hundred eighty-one (181) feet; thence

S. 57° 51' 25" W. twenty-nine and 30/100 (29.30) feet to an angle; thence

S. 62° 11' 38" W. eighty-one and 37/100 (81.37) feet to an angle; thence

S. 81° 49' 01" W. six and 51/100 (6.51) feet; thence

N. 18° 18' 36" W. bounding westerly on said Island Machine Co., Inc. land, two hundred eight (208) feet to said Island Place at the point of beginning.

Said premises are further conveyed together with all the right, title and interest of the grantor in and to the land lying between the above described premises and the Blackstone River.

For Title see Deeds recorded in Book 1684, Page 1, and the Book and Page of the current shown on the recorded version of this instrument. Together with any and all buildings, appurtenances and easements, on or appurtenant, to said premises.

WITNESS my hand this 15TH day of June 2015.



MARIE DESCHENES, PRESIDENT OF VOGUE COMMUNICATIONS SYSTEMS, INC., THE MANAGING MEMBER OF VOGUE PROPERTIES, LLC.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

COUNTY OF PROVIDENCE

On this 15 day of June, 2015, appeared before me, the undersigned notary public, Marie Deschenes, personally known to me to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that she signed free act and deed as President, and authorized agent for Vogue Communications Systems, Inc., Managing Member of Vogue Properties, LLC.



Name: Jeffrey A. St. SAUVAL
Notary Public
My Commission Expires: 1-7-2017

For reference only:

68 South Maine Street
Island Place
Woonsocket, RI 02895
14H/371-4; 3875 + 144-2

Threshold Criteria Documentation
Property-Specific Determination

Section III.B.8

Not Applicable To This Project

Threshold Criteria Documentation
Petroleum Eligibility Determination
Information *Section III.B.9(b)*

Not Applicable To This Project

**Threshold Criteria Documentation
Community Notification Documents**

Draft ABCA

Section III.B.11.a

**DRAFT Analysis of Brownfields Cleanup Alternatives – Preliminary Evaluation
RR Riverview Furniture: 68 South Main Street, Woonsocket, Rhode Island
(Island Place Parcel – Map 14/Lot 144)
RI Site Remediation Number: SR-39-1291**

**Prepared by ARTECH HUB, LLC & Ransom Consulting, Inc.
Date: October 4, 2017**

1.0 INTRODUCTION & BACKGROUND

a. Site Location (address):

The Site is located at on Island Place in the City of Woonsocket, Rhode Island (Map 14, Lot 144). The Site is abutted to the north by Island Place and to the south by the Blackstone River, and consists of a total of approximately 0.52 acres of land. Currently, the Site consists of an unpaved gravel parking area.

b. Previous Site Uses and Previous Cleanup/Remediation:

The Site was developed prior to 1892 with kettles for varnish making and a naphthalene tank located on the eastern portion of the Site, a structure used for lumber storage on the northern portion of the Site, and a vacant structure (former use unknown) on the western portion of the Site. By 1898, the naphthalene tank was removed, the varnish making kettles were removed from the small shed located in the southeastern portion of the Site, and the vacant structure formerly located in the western portion of the Site was removed. By the early 1900s, the Site was occupied by Brenner Bros. Scrap Iron Yard with the northern building (used for storage and machinery) and two sheds located on the Site. By the early 1950s and through the early 1970s, the Site was utilized for parking. The Site has been vacant/unused since the 1970s, and currently consists of an unpaved/gravel surface.

Historic environmental cleanup/remediation activities have occurred at the Site, as follows:

- In approximately 2007, the surface of Lot 144 was covered with gravel to prevent direct exposure to impacted soil at the Site.

c. Site Assessment Findings

A Phase I Environmental Site Assessment & Limited Subsurface Investigation report dated September 2006 was prepared by Alliance Environmental Group, Inc. (AEG). AEG identified the following RECs at the Site:

- The former presence of a naphthalene tank on the Site; and
- The former use of the Site as a metal scrap yard.

Based on the RECs noted above, AEG completed a limited subsurface investigation (LSI) in September 2006 to assess soil and groundwater quality at the Site. The findings of the LSI were as follows:

- Surficial soils at the Site were found to contain levels of lead and arsenic above the RIDEM Residential Direct Exposure Criteria (RES DEC) and/or the Industrial/Commercial (I/C) DEC;

- No VOCs were detected in excess of laboratory reporting limits and/or applicable RIDEM GB Groundwater Objectives in a groundwater sample collected from the Site; and
- AEG indicted that the owner or operator of the Site was required to report the soil exceedances to the RIDEM.

A Site Investigation Report (SIR) dated November 2006 was prepared by AEG in accordance with the RIDEM *Remediation Regulations*. The following provides a summary of findings from the SIR:

- The findings regarding soil and groundwater conditions were similar to those presented following AEGs LSI completed in September 2006; however, additional soil sampling and analysis completed in October 2006 indicated levels polycyclic aromatic hydrocarbons (PAHs) in soil at the Site in excess of RIDEM RES DEC and/or I/C DEC;
- Levels of lead and arsenic were detected in surficial soil in excess of RIDEM RES DEC and I/C DEC. Of the samples submitted for synthetic precipitation leaching procedure (SPLP) for lead, no results were reported above the 5.0 ppm limit;
- The following remedial alternatives were considered in the 2006 SIR pertaining to the Site (Lot 144):
 - No Action;
 - Excavation of Contaminated Soils; and
 - Installation of Soil Cap and Implementation of an ELUR.
- Remedial Alternative No. 3 (Installation of a Soil Cap and Implementation of an ELUR was recommended by AEG).

Three soil samples were collected from the southern portion of Lot 144 by AEG on December 22, 2006 and submitted for laboratory analysis of metals and PAHs. Laboratory analytical results indicated concentrations of arsenic, lead and PAHs in excess of the RIDEM RES DEC and/or I/C DEC.

As noted above, in approximately 2007, the surface of Lot 144 was covered with gravel to prevent direct exposure to impacted soil at the Site.

A Phase I Environmental Site Assessment report dated February 16, 2015 was completed by Bock & Clark Environmental LLC (B&C). B&C identified the following RECs at the Site:

- No Remedial Action Closure Report has been filed for the Site and no ELUR and SMP have been recorded for the Site, as requested by the RIDEM to address the elevated concentrations of PAHs and metals in soil at the Site.

In the 2015 Phase I ESA, B&C recommended that the following:

- The Site should be brought into compliance with the applicable RIDEM regulations, which would include at a minimum, the preparation and filing of an ELUR and SMP.

- Additional investigation of the Site may be needed to update existing data associated with the Site, and to determine compliance with the previously approved Remedial Action Work Plan.

d. Project Goal (*site reuse plan*):

The planned reuse for the Site consists of a parking, landscaped and scenic overlook areas associated with a mixed-use development on three adjoining parcels to the east (each of these parcels was awarded a \$200,000 EPA Brownfields Cleanup Grant in FY17). The planned mix-used development blends a combination of residential, commercial and cultural uses, where those functions are physically and functionally integrated. The buildings on the adjoining parcels that were awarded the FY17 EPA Brownfields Cleanup Grants are proposed to be redeveloped into live-work apartments with co-office, retail and arts fabrication space.

e. Regional and Site Vulnerabilities

According to the US Global Change Research Program (USGCRP), weather trends for the northeast region of the United States include increased temperatures, increased precipitation with greater variability, increased extreme precipitation events, and rises in sea level (see attached summary included in Attachment A). Some of these factors, most specifically increased precipitation that may affect flood waters and stormwater runoff, are most applicable to the cleanup of the Site.

According to the Providence County, Rhode Island National Flood Insurance Program Map Number 44007C0157G, with an effective date of March 2, 2009, the northern portion of the Site is located outside of the 100-year flood plain in a Zone X area of 0.2% Annual Chance Flood, and the southern portion of the Site is located within the 100-year flood zone. It should be noted that because the Site is bounded to the south by the Blackstone River, there are limited areas on the river banks which are considered floodway areas. Greater storm frequency and intensity may result in more frequent and more powerful flood waters within the Blackstone River, which may result in changes to the flood zone and increased risk of flooding of the Site. Under current Site conditions, increased precipitation and extreme weather could result in additional stormwater runoff from the Site. The soil type at the Site is classified by the National Resources Conservation Service (NRCS) as “Merrimac-Urban land complex” with moderate constraints to development and poor filtration characteristics. Based on the nature of the Site, changing temperature, rising sea levels, changing dates of ground thaw/freezing, changing ecological zones and rising groundwater tables are not likely to significantly affect the Site. Section 3.0 (Evaluation of Cleanup Alternatives) provides a summary of the resilience of each alternative to address potential adverse impacts caused by extreme weather events.

2.0 APPLICABLE REGULATIONS AND CLEANUP STANDARDS

a. Cleanup Oversight Responsibility

ARTech Hubb, LLC will hire a qualified environmental professional (QEP) to oversee and document the cleanup in accordance with local, State, and Federal requirements. Cleanup activities will be overseen by the RIDEM Office of Waste Management Site Remediation Program.

b. Cleanup Standards for Major Contaminants

The RIDEM Residential Direct Exposure Criteria as listed in the RIDEM Remediation Regulations are anticipated to be used as the cleanup standards.

c. Laws & Regulations Applicable to the Cleanup

Laws and regulations that are applicable to this cleanup include the Federal Small Business Liability Relief and Brownfields Revitalization Act, the Federal Davis-Bacon Act, RIDEM *Remediation Regulations*, RIDEM *Oil Pollution Control Regulations and Rules*, RIDEM *Regulations for Solid Waste Management Facilities*, RIDEM *Rules and Regulations Governing the Administration and Enforcement of the Fresh Water Wetlands Act*, and local City by-laws and ordinances. Federal, State, and local laws regarding procurement of contractors to conduct the cleanup will be followed.

3.0 EVALUATION OF CLEANUP ALTERNATIVES

a. Cleanup Alternatives Considered

Three potential alternatives were evaluated for addressing the environmental conditions that pose a risk to human health and/or the environment at the Site:

- Alternative #1: No Action.
- Alternative #2: Soil Excavation and Offsite Recycling/Disposal & Application of Clean (top 6 feet), Imported Fill Material to New Surface. This alternative involves the abatement of soils onsite via excavation/removal and off-site disposal of contaminated soils.
- Alternative #3: Excess Soil Excavation and Offsite Recycling/Disposal, Installation of a Soil Cap/Cover and Implementation of an Environmental Land Usage Restriction (ELUR). This alternative involves the abatement of soils onsite via construction of a protective engineered barrier/cap over contaminated soils, and implementation of an ELUR.

b. Cost Estimate of Cleanup Alternatives

To satisfy EPA requirements, the effectiveness, implementability, and cost of each alternative must be considered prior to selecting a recommended cleanup alternative.

Effectiveness - Including Vulnerability/Resiliency Considerations:

- Alternative #1: The No Action alternative is not effective in controlling or preventing the exposure of receptors to contamination at the Site. The No Action alternative does not include a means for mitigating exposure to identified hazardous materials or contaminated soils and is not protective of human health or the environment.

- Alternative #2: The removal and proper offsite disposal of contaminated soils effectively prevents exposure risks to human health and the environment, as these materials are no longer present at the Site. This alternative remains an effective choice in consideration of reasonable foreseeable climate change conditions; rising groundwater tables and increased precipitation will not increase potential risk as the contaminants of concern have been removed from Site. This alternative would also improve the quality of stormwater discharging to the Blackstone River, as contaminants of concern will no longer come into contact with overland stormwater flow. This option is effective at achieving Site closure.
- Alternative #3: The construction of an engineered soil cover system over contaminated soils effectively reduces exposure risks to human health and the environment, as these materials are no longer accessible. This alternative is an effective choice in consideration of reasonable foreseeable climate change conditions; however, less protective than Alternative 2. Increased precipitation has the potential to erode cover systems, and rising groundwater tables may come into contact with contaminated soils that remain onsite; however, the implementation of an ELUR, Annual ELUR Compliance Inspections, and a Soil Management Plan (which would be completed in conjunction with this Alternative), help alleviate these potential problems. This alternative would also improve the quality of stormwater discharging to the Blackstone River, as contaminants of concern will no longer come into contact with overland stormwater flow. This option is effective at achieving Site closure.

Implementability:

- Alternative #1: The No Action alternative is easy to implement, since no actions will be conducted.
- Alternative #2: This alternative would be moderately more difficult to implement. Coordination (e.g. dust suppression and monitoring) during cleanup activities and short-term disturbance to the community (e.g. trucks transporting contaminated soils and backfill) are anticipated. However, ongoing monitoring and maintenance will not be required following excavation and offsite disposal.
- Alternative #3: This alternative would be relatively easy to implement, although ongoing monitoring and maintenance of the cap will require periodic coordination and reporting. Construction of a cover system is technically feasible and the necessary services and materials to complete the remedial tasks are readily available.

Cost:

- There will be no costs under Alternative #1: No Action.
- The estimated cost for implementing Alternative #2 is as follows: Soil Removal and Offsite Disposal, top 6 feet - \$560,000 (approximately 8000 tons of soil at \$70/ton); Importation of Clean Material to New Surface Grade - \$320,000 (approximately 8,000 tons of clean fill material at \$40/ton); Contingency - \$40,000; and Site Closure/Engineering - \$20,000. We estimate the cost to be \$940,000.
- The estimated cost for implementing Alternative #3 is as follows: Removal and Offsite Disposal of Excess Soil/Material - \$42,000 (approximately 600 tons at

\$70/ton); Engineered Barrier/Cap - \$122,500 (approximately 1500 tons of clean fill material at \$35/ton [\$52,500], 17,500 square feet of pavement at \$4/square foot [70,000]); Contingency - \$20,000; and Site Closure/Engineering - \$20,000. We estimate the cost to be \$204,500

The following table summarizes how well each alternative is expected to accommodate the identified vulnerability/resiliency considerations. All stages of the cleanup process have been considered as well as the long-term reuse of the Site:

Remedial Alternative	Ability of Alternative to Accommodate Identified Vulnerability/Resiliency Considerations Low, Moderate, High
Alternative 1: No Action	Low
Alternative 2: Soil Excavation and Offsite Recycling/Disposal & Application of Clean, Imported Fill Material to New Surface Grade	Moderate
Alternative 3: Installation of a Soil Cap/Cover and Implementation of an ELUR	Moderate

Increased stormwater discharge due to greater storm intensity is not expected to impact the Site with proper engineering, which is planned despite the selected remedial alternative.

c. Recommended Cleanup Alternative

The No Action Alternative (Remedial Alternative #1) was included in this analysis for comparative purposes only and is not a feasible alternative because it does not meet the remedial action objectives.

Remedial Alternatives #2 and #3 are deemed equally effective in terms of its ability to achieve a Site closure. Remedial Alternative #3 is easier to implement, and is more cost effective. Therefore, Alternative #3 is chosen as the preferred remedial alternative.

Green and Sustainable Remediation Measures for Selected Alternative

The following measures will be implemented where applicable, beneficial, or feasible to improve the overall sustainability of the proposed remedial alternative as recommended by the EPA Region 1 Green and Sustainable Remediation Guidance.

Administrative

- Green remediation principles will be incorporated into the contracting process.
- Interim and final documents will be submitted in digital rather than hardcopy format, unless otherwise requested by EPA or required by law, in an effort to save paper. This is especially applicable to voluminous data reports.
- Optimize the use of electronic and centralized communication and outreach to the local community.

General Site Operations

- Utilize existing buildings for field office, if possible/safe.
- Use energy efficient equipment.
- Reuse or recycle waste.
- Protect and conserve water.
- Use alternative fuel vehicles (hybrid-electric, biodiesel, ultra-low sulfur diesel).
- Carpool for site visits and project meetings and/or use public transportation.
- Schedule activities efficiently so as to minimize travel to and from the site.

Remediation Operations

- Encourage use of fuel-efficient / alternative fuel vehicles and equipment.
- Minimize mobilizations.
- Provide for erosion control to minimize runoff into environmentally sensitive areas.
- Encourage use of diesel engines that meet the most stringent EPA on-road emissions standards available upon time of project's implementation.
- Have idle reduction policy and idle reduction devices installed on machinery.
- Use ultra-low sulfur diesel and/or fuel-grade biodiesel as fuel on machinery.
- Maximize use of machinery equipped with advanced emission controls.
- Maximize efficiency in transport/disposal of soils and backfill, utilizing practices such as backloading.

Threshold Criteria Documentation
Community Notification Documents
Copy of Ad
Section III.B.11.b

Attachment C

Tickets available for Women Strong event

MILFORD, Mass. – Milford Federal Savings and Loan has tickets available for the Women Strong event to benefit the Gloria Gemma Breast Cancer Resource Foundation on Tuesday, Nov. 7, at 6 p.m., at the River Falls Restaurant in Woonsocket.

The event will feature vendors, raffles, a special guest speaker, appetizers and cash bar. Tickets are \$5 per person and are available at all four Milford Federal Savings and Loan branch locations including the Woonsocket office at 1950 Diamond Hill Road, Woonsocket.

For more information, call 401-765-2900.



BREEZE PHOTO BY SANDY SEOANE

MARTA SAMEK, co-owner of Krakow Deli, Bakery and Smokehouse on Social Street in Woonsocket, hands out plates of pierogies during an all-you-can-eat event last week.

THE VALLEY Breeze

ABOUT US

The Valley Breeze is a locally owned newspaper

Office location: 6 Blackstone Valley Place, Suite #204, Lincoln, RI 02865

Hours: 8:30 a.m. to 5 p.m. weekdays. Closed week-ends and holidays.

Call us: 401-334-9555

Fax: 401-334-9994

Online: www.valleybreeze.com

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DO YOU HAVE A STORY IDEA?

Contact News Editor Pat Erickson at news@valleybreeze.com or call 401-334-9555, ext. 139. 24-hour, 7-day voice mail.

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Let others know about events sponsored by your non-profit organization, church or school.

- **Deadline:** Entertainment news is Friday at noon. All other news is Monday 3 p.m.

- **Submit:** We prefer receiving news via e-mail. Send yours to news@valleybreeze.com. You may also fax or mail your item. Receipt does not guarantee publication. Event marketing by for-profit businesses requires paid advertising.

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Share the good news of your births, engagements, weddings and anniversaries. This is a free service. Pictures will be returned upon request.

- **Get forms:** Visit www.valleybreeze.com, click on "Celebrations" at left, and select a form; or call 401-334-9555; or stop by the office during business hours.

OBITUARIES – Obituaries cost \$90-\$125. They are posted online immediately, and placed in the first available paper. Check with your funeral director for details.

ARE YOU LOOKING FOR A PREVIOUSLY PUBLISHED STORY?

All current stories remain free online for one week after print publication. Older stories are now archived online back to July 2001. We're sorry, but we have few back issues of papers in our offices and cannot provide free library services.

- **Online:** Visit www.valleybreeze.com, and click on "Search The Breeze Archive." Use keywords to find old stories. Single stories cost \$2.95 through our Newsbank partners. Multi-story packages, which provide lower costs per story, are also available.

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Locals flock to Krakow Deli for Polish food

WOONSOCKET – A little restaurant at 855 Social St. has been serving up plates of traditional Polish foods by the hundreds.

Krakow Deli, Bakery and Smokehouse held an "all-you-can-eat pierogi day with roasted ham tasting" last Friday, Oct. 20, and guests flocked to the shop to partake.

It was the third such event at Krakow, a business named after the southern Polish city where the owners once lived. The family-owned restaurant first opened in Bellingham, Mass., 19 years ago and moved to

Woonsocket around seven years ago.

Krakow serves 15 varieties of pierogies, or stuffed dumplings. Last Friday, the potato and cheese pierogies were in the spotlight, served with a choice of sour cream, or onions and bacon, and a piece of roasted ham and a taste of cabbage pierogi for \$8.49.

"We wanted people who had never had pierogis – or other Polish foods we serve – to be able to try them," said Krystian Przybylko, who runs the business with his sister, Marta Samek.

Nominate veterans for care packages at TCC stores

NORTH SMITHFIELD – Round Room LLC, a Verizon Authorized Wireless Retailer, is now accepting nominations to recognize veterans at more than 500 of its TCC stores across the U.S., including its North Smithfield location at 23 East Dowling Village Blvd., for the company's first-ever Veterans Rock campaign.

Through Friday, Oct. 27, local residents are invited to nominate veterans to receive care packages

– valued at \$40 each – filled with books, puzzles, hygiene items and more. Veterans who are chosen will be notified by Nov. 3, and can pick up their care packages between Nov. 6-10.

Each participating TCC store is donating five care packages to veterans. Overall, 2,500 veterans will receive care packages in honor of Veterans Day on Nov. 11.

More information is available at www.TCCRocks.com .

IN BRIEF

Learn the ins and outs of starting a small business at free SBA workshops

CUMBERLAND – The Rhode Island office of the Small Business Administration is offering a series of free workshops on getting a small business up and running.

All workshops will take place at the Cumberland Public Library, 1464 Diamond Hill Road, and run from 6:30 to 8 p.m. The schedule is as follows:

- Thursday, Oct. 26 – Steps to Getting Your Business Started. Have a great idea for a business? Want to know what it will take to get it started? Learn how to develop a business plan, consider your legal structure, obtain an EIN, licenses, permits, insurance and more.

- Thursday, Nov. 2 – Writing Your Business Plan. Whether it's to get a bank loan or just to lay out how you will run your business, having a business plan is vital to any small business' success. Learn to put your plan together so you can plan for success.

- Thursday, Nov. 9 – Exploring SBA Resources. Interested in starting a small business but don't know where to start? Already own a small business and need assistance with marketing, employee management, setting up financial statements? Interested in possibly getting a loan? Experts from the SBA will guide you through all the resources available to you and your small business.

To register for a workshop, email matthew.spoehr@sba.gov or call 401-528-4574.

Halloween Networking at Night will be Monday

BLACKSTONE, Mass. – The Northern Rhode Island Chamber of Commerce will hold a Halloween-themed Networking at Night event on Monday, Oct. 30, from 5 to 7 p.m., at Dean Bank, 8 Main St.

Come in costume or just as you are; no tricks, just treats are promised. Appetizers and beer, wine and soft drinks are included.

Cost is \$10 for members, pre-registered, \$15 at the door; and \$30 for non-members. Chamber members are always welcome to bring a guest at member pricing.

For information or to register, visit www.nrichamber.com or call 401-334-1000.

Prescription drop off event set for Saturday

WOONSOCKET – A prescription drug drop off will be held Saturday, Oct. 28, from 10 a.m. to 2 p.m., at CVS Pharmacy, 1054 Cass Ave.

Items accepted in the drop box are: prescription medications, patches, ointments, over-the-counter medications, vitamins and samples.

Items not accepted are: hydrogen peroxide, inhalers, medication from businesses, medication from clinics, thermometers, lotions or liquids and needles.

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Click on 'Jobs'

NOTICE OF PUBLIC MEETING FOR EPA BROWNFIELDS CLEANUP GRANTS AND ANALYSIS OF BROWNFIELDS CLEANUP ALTERNATIVES

NeighborWorks Blackstone River Valley, 719 Front Street Suite 103, Woonsocket, Rhode Island Former Industrial Mill Sites, Woonsocket, Rhode Island

NeighborWorks Blackstone River Valley (NWBVRV) is applying for EPA Brownfields Cleanup Grants for funding proposed remediation activities at Island Place (Map 14, Lot 144) in Woonsocket, Rhode Island along the Blackstone River. The application will be submitted to the Environmental Protection Agency (EPA) on November 15, 2017. Draft copies of the grant applications including draft Analysis of Brownfields Cleanup Alternatives (ABCA) reports are currently available for public review and comment at the NWBRV Office located at 719 Front Street, Suite 103 during normal business hours. Written public comments will be accepted until 10 p.m. on November 10, 2017. Please send comments to Bill Lewis, Assistant Director of Real Estate Development with NWBRV, 719 Front Street, 103, Woonsocket, Rhode Island 02895, or via email at blewis@neighborworksbrv.org. A Public Meeting regarding the applications and associated ABCA reports will be held at 6 p.m. on Monday, November 06, 2017 at NWBRV, Heritage Place, 719 Front Street, Suite 101, Woonsocket, Rhode Island. All interested parties are invited to attend the Public Meeting and will be given an opportunity to be heard at that time.



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Public Meeting – EPA Brownfields Cleanup Grants and Analysis of Brownfields Cleanup Alternatives

📅 October 25, 2017 by [Meg Rego](#)

When: November 6, 2017 @ 6:00 pm – 7:00 pm

Where: NeighborWorks Blackstone River Valley, 719 Front St #103, Woonsocket, RI 02895, USA

[NOTICE OF PUBLIC MEETING For EPA Brownfields Cleanup Grants and Analysis of Brownfields Cleanup Alternatives Former Industrial Mill Sites, Woonsocket, RI](#) NWBRV is applying for EPA Brownfields Cleanup Grants to fund proposed remediation activities at... [Read more ⇒](#)

Threshold Criteria Documentation
Community Notification Documents
Comments or Summary of the Comments Received
Section III.B.11.c

Attachment D

Comments from Public Hearing:

719 Front ST, Suite 103, Woonsocket, RI 02895
November 6, 2017

1. _____ *N/A - There were no comments at the public hearing*

2. _____

3. _____

4. _____

5. _____

6. _____

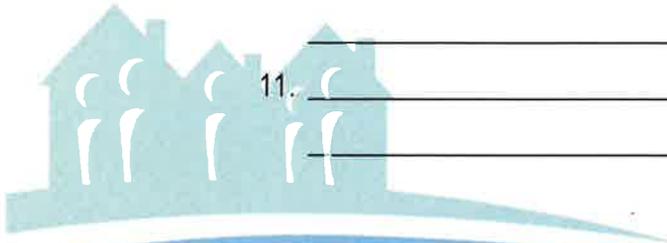
7. _____

8. _____

9. _____

10. _____

11. _____



Affiliations:



**Threshold Criteria Documentation
Community Notification Documents
Responses to Public Comment**
Section III.B.11.d

Attachment E

Response to comments from Public Hearing:
719 Front ST, Suite 103, Woonsocket, RI 02895
November 6, 2017

1. _____ *N/A – There were no comments at the public hearing*

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

Affiliations:



**Threshold Criteria Documentation
Community Notification Documents
Meeting Notes or Summary from the Public Meeting**
Section III.B.11.e

Attachment F

EPA Brownfield – Public Meeting - ABCA:

719 Front ST, Suite 103, Woonsocket, RI 02895
November 6, 2017

Start Time: 6:00

Agenda

- **Weclome / Sign In**
- **Overview of Site**
- **ABCA Review**
- **Cleanup Proposal / Alternatives**
- **Public Input / Questions & Answers**
- **Close Meeting**

Number of Attendees 1

Meeting Close 6:51



Affiliations:



www.neighborworksbrv.org

Threshold Criteria Documentation
Statuary Cost Share Waiver
Section III.B.12.b

Not Applicable To This Project



September 1, 2017

Mr. Joseph Garlick
Neighborworks Blackstone River Valley
Unit 111, 719 Front Street
Woonsocket, R.I. 02895

Re: The Mill Race, Woonsocket, R.I.

Dear Joe:

This Summary of Terms and Conditions (this "Term Sheet") is an outline only and does not purport to summarize all of the conditions, terms, covenants, representations, warranties and other provisions which would be contained in definitive legal documentation for the credit facility contemplated hereby (the "Facility"). This Term Sheet is not a commitment by or an obligation of Bank of America, N.A. ("Bank") or Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPFS") and, together with Bank and their respective subsidiaries and affiliates, "Bank of America").

Issuance of a commitment by the Bank is subject to, among other things, the completion of the following items, and approval of the loan request under the Bank's internal approval process. The Bank may decline to approve the loan request. Upon your response to this letter and after providing any additional information which may be necessary, the Bank will proceed with the necessary due diligence to submit the loan request.

This Term Sheet is delivered to you with the understanding that neither the Term Sheet nor any of its terms and substance shall be disclosed, directly or indirectly, to any other person except: (i) to your employees, agents and advisors who are directly involved in the consideration of the Facility; (ii) to subscribing and potential investors and their advisors who agree to keep such materials confidential; and (iii) as disclosure may be compelled in a judicial or administrative proceeding or as otherwise required by law or the Securities and Exchange Commission.

Any Facility, as contemplated by this Term Sheet, will be subject to applicable flood insurance regulations at all times during the life of such Facility. Compliance with flood insurance regulations will be tested prior to making, increasing, renewing or extending any such Facility.

Bank of America and MLPFS hereby notify you that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act") and recent regulations implemented by the US Treasury's Financial Crimes Enforcement Network ("FinCEN") under the Bank Secrecy Act ("Additional KYC Regulations"), each of them is required to obtain, verify and record information that identifies you, which information includes, but is not limited to, your name, your address, a list of individuals, if any, who own directly or indirectly 25% or more equity interests of Borrower, the identification of one controlling person, organizational information on the ultimate parent of Borrower, and such other information that will allow Bank of America or MLPFS, as applicable, to

identify you and comply with the Patriot Act and the Additional KYC Regulations prior to closing the Facility.

The undersigned acknowledges and agrees that: (i) the transaction contemplated by this Term Sheet is an arm's length, commercial transaction between you and Bank in which Bank is acting solely as a principal and for its own interest; (ii) Bank is not acting as a municipal advisor or financial advisor to you; (iii) Bank has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Bank has provided other services or is currently providing other services to you on other matters); (iv) the only obligations Bank has to you with respect to the transaction contemplated hereby expressly are set forth in this Term Sheet; and (v) Bank is not recommending that you take an action with respect to the transaction contemplated by this Term Sheet, and before taking any action with respect to the contemplated transaction, you should discuss the information contained herein with its own legal, accounting, tax, financial and other advisors, as it deems appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity. This Term Sheet is provided to you pursuant to and in reliance upon the "bank exemption" provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq.

The proposed terms and conditions are as follows:

- Project: The project is located in three historic buildings at 68 Main Street and 15 Island Place in Woonsocket, RI. The project will be mixed use with 58 affordable residential apartment units and 27,756 square feet of commercial space. The residential units include 26 one bedroom units for residents whose incomes do not exceed 50% of the Area Median Income (AMI), 17 one bedroom units for those residents whose incomes do not exceed 60% of the AMI, 9 studio apartments for those whose median income do not exceed 50% AMI, and 6 studio apartments for those whose incomes do not exceed 60% AMI. Sixty-three parking spaces will be available for the project.
- Borrower: A to be formed SPE owned and controlled by Neighborworks Blackstone River Valley, Woonsocket, R.I.; form and substance of Borrower must be acceptable to the Bank.
- Construction Facility Amount: Information obtained by the Bank is so far insufficient to establish a loan amount. Based on our general underwriting parameters for what we believe to be similar transactions, the construction loan amount in this transaction would be the lesser of:
- a) \$13,675,000
 - b) 65% LTC based on final Bank approved construction budget, or
 - c) 75% LTV based on an appraisal in form and substance acceptable to the Bank; or
 - c) an amount not to exceed 80% of the Adjusted Loan-to-Value. For purposes hereof, "Adjusted Loan-to-Value" means the sum of:
 - i) The appraised value of the Land and Improvements calculated on a "restricted rent" income approach basis, as determined by Bank in its sole and absolute discretion; plus
 - ii) The value of the Tax Credits, as determined by Bank in its sole and absolute discretion. This Term Sheet contemplates that Bank of America, N.A. will be the tax credit investor for the project. Any change

from this will require further modification from the loan terms provided herein.

Participations: It is anticipated that Bank of America may complete a participation of the Facility to a Lender which is a sponsor of the Project in the Federal Home Loan Bank –Boston 2017 AHP round.

- (a) As a precondition to the closing of the Facility and subject to the limitations otherwise provided herein, Bank of America requires the completion and effectuation of a participation of the Facility with an appropriate lender (“Lender”). In connection therewith, MLPFS, as sole lead arranger and bookrunner (the “Arranger”), will act as the exclusive arranger, adviser, bookrunner and participation manager for the Facility and, in such capacities, will perform the duties and exercise the authorities customarily associated with such roles. No additional agents, co-agents, arrangers or participation managers will be appointed, unless Borrower and Bank of America so agree.

Arranger will manage all aspects of the participation. Upon Bank of America’s reasonable request, Borrower shall assist Bank of America in achieving a timely and successful participation. Borrower agrees that Bank of America may share with any actual or prospective participants financial and other information with respect to Borrower, the Facility and the transactions contemplated thereby, including financial projections, marketing information and confidential information memoranda.

- (b) Voting Rights: Amendments, consents, or waivers to the Facility will require the consent of the Lenders holding a percentage of the Facility Amount to be determined by Bank of America (the “Required Lenders”), except for any amendment, consent, or waiver that would: (i) extend the maturity of the Facility; (ii) reduce the amount of, or postpone the due date for payment of, any interest, fees, principal or other amount payable to the Lenders; (iii) reduce or increase the commitment of any Lender; (iv) change the percentage specified for Required Lenders; (v) release or subordinate any collateral for the Facility; or (vi) release the liability of Borrower or any guarantor of the Facility; all of which will require the consent of all Lenders.

Construction

Interest Rate: 30 day Libor plus 2.25% floating. An interest rate protection product from a financial provider acceptable to the Bank may be required prior to funding of a loan.

Construction

Facility Term: 30 months from the loan closing.

Take Out Financing: \$625,000 – Citizens Bank. Take out commitment conditions must be acceptable to the Bank, and may include a requirement for a forward lock or fixed rate on the permanent financing at closing of the construction loan. Borrower and any person or entity that at any time provides a guaranty of Borrower’s obligations in respect of such interest rate protection (including but not limited to any general partner of any thereof) will be required to be an “eligible contract participant” as such term is defined in the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

Amortization: Interest only for 30 months;

Commitment Fee: .80% of the total Facility Commitment, payable at closing.

Renewal Options: One, six-month extension option subject to the following:

- a) No less than 30 but no more than 90 day written notice of intention to exercise the option;
- b) No event of default having occurred or potential default occurring;
- c) Performance hurdles have been met, including but not limited to, lien-free construction completion and to be determined lease up hurdles;
- d) The loan is in balance, including sufficient interest reserve;
- e) Project must demonstrate the ability to be able to convert/payoff Bank's loan within the 6-month extension period;
- f) All co-construction loans mature or are extended concurrent or past the Bank's extension date;
- g) All takeout commitments expire or are extended concurrent or past the Bank's extension date;
- h) All investor commitments include terms or are modified to be consistent with the extension of the Bank's loan;
- i) No material adverse change in the financial condition of the Project, Borrower, and Guarantor;
- j) Payment of .25% renewal fee based on the committed Facility amount; and
- k) Rate adjustment or fee payment, as appropriate, to cover the cost of revising the forward rate lock, if any.

Payment and
Performance
Guaranty:

100 % guarantee of completion, performance and repayment to be provided by Neighborworks Blackstone River Valley. For borrowers that are single-asset entities, principal(s) with general liability or guarantor(s) acceptable to the Bank must be jointly and severally liable for completion of the project and repayment of the financing, including interest and costs. Guarantors to have financial covenants including but not limited to minimum net worth and liquidity – TO BE DETERMINED.

Collateral:

- 1) First Lien Mortgage on land and improvements constructed thereon.
- 2) UCC filing on furniture, fixtures and equipment.
- 3) Assignment of rents/leases and management/construction/architectural contracts, etc.
- 4) Assignment of interest rate hedge agreement, if any.

Tax Credit Equity: Tax credit equity anticipated to be infused into the project includes \$11,542,356 in LIHTC, \$3,360,401 in federal historic equity, and \$4,312,500 in state historic equity. It is assumed that the developer will develop the commercial and the residential components as separate condominiums. The federal historic tax credit equity for the residential component is estimated to be \$2,160,738, while the federal historic tax credit equity for the commercial component is estimated at \$ 1,199,663; the state historic equity is estimated at \$1,298,511 and at \$3,013,989 respectively for the residential and the commercial condominiums.

Tax Credit Investor: Pursuant to this letter, Bank of America, N.A., is expressing its strong interest in purchasing the federal LIHTC and the federal historic tax credits for both

condominiums. Pricing for the federal LIHTC is \$.95 while pricing for the federal historic credits is \$.90. It is our understanding that the state historic credits will be exchanged with the State of Rhode Island by the non-profit for \$1.00 per credit.

General Contractor: To be determined. Contractor and contract shall be subject to review and approval by Bank.

Fees and Expenses: Borrower will pay all reasonable costs incurred by the Bank in connection with the loans including, but not limited to, legal, environmental, front end costs and document review/inspections, physical needs assessment (for existing projects only) and appraisal. In the event that the proposed facility does not close, the undersigned will pay all such costs. Payment by Borrower/the undersigned of these expenses will not be contingent upon closing of the facility. Borrower acknowledges that Bank may receive a benefit, including, without limitation, a discount, credit or other accommodation, from outside counsel based on the fees such counsel may receive on account of their relationship with Bank including, without limitation, fees paid pursuant hereto.

Reporting Requirements: Annually: Borrower and Guarantors' financial statements and covenant compliance.

Semi-Annually: Borrower's and Guarantors' financial statements and covenant compliance.

Monthly: Property operating statements and rental summary report.

Principal Depository: Borrower shall maintain Bank of America, N.A. as its principal depository bank, including for the maintenance of business, cash management, operating and administrative deposit accounts.

Other Requirements: All of the following to be acceptable to the Bank: documentation and submissions that are standard for loans of this type including, but not limited to, appraisal, ESA, physical needs assessment, standard flood hazard determination forms, legal documentation, insurance, title/survey, proposed standard lease form, front-end cost and document reviews and acceptance of final budget (includes adequate contingency, interest carry/operating deficit reserve, etc.), review of plans/specs, condition of markets/submarkets, revenue/expenses proformas, financial review of Borrower, Guarantor, and general contractor, management agreement and subordination; and (as applicable), proof of tax credit award, equity investor and pay-in schedule, information regarding real estate taxes (including proof of any tax-exempt status if applicable) and other terms and conditions as may be required.

Credit Verification: Each legal entity and individual signing this term sheet hereby authorizes Bank to order credit reports, court searches, verification of deposits, and verification of mortgages on Borrower and Borrower's owners or principals, including any to-be-formed entity or entities. Each individual signing below further authorizes

Bank to check any credit references, verify his/her employment and obtain credit reports from credit reporting agencies of Bank's choice in connection with the Facility.¹

Material

Adverse Change: Bank of America's obligations hereunder shall terminate if, prior to closing, Bank of America determines, in its sole judgment, that there shall exist any conditions regarding the property, or the operations, business, assets, liabilities or condition (financial or otherwise, including credit rating) of Borrower or Guarantor, or there shall have occurred a material adverse change in, or there shall exist any material adverse conditions in, the market for syndicated bank credit facilities or the financial, banking, credit or debt capital markets generally, that could be expected to cause the loan to become delinquent or prevent any guarantor from performing its obligations under any guaranty or to materially and adversely affect the value or marketability of the loan or the property or Bank of America's ability to syndicate the loan or the viability of obtaining permanent financing for the Project.

Assumptions made: The terms discussed herein are presented, based on the credit conditions in the potential transaction as known by Bank of America. Should additional facts come to light that positively or negatively impact the situation, prices or other requirements quoted here may be adjusted.

Tax Credits: Bank of America will need to approve the tax credit investor and pay-in schedule. For the purposed of this Term Sheet, it is assumed that Bank of America will be the tax credit investor.

Expiration: This term sheet will expire at 5:00 p.m. Eastern Standard time on that date which is five (5) business days from the date hereof unless you execute this term sheet and return it to us prior to that time, which may be by facsimile transmission. Please understand that this term sheet does not represent an offer or commitment by Bank of America, or any of its affiliated entities, for the proposed new financing, nor does it define all of the terms and conditions of a loan commitment, but is a framework upon which a loan request may be submitted. Issuance of a commitment by Bank of America is subject to, among other things, the approval of your loan request under the Bank's approval process. If Bank of America issues a financing commitment in this transaction, it will in all respects supersede this letter.

The undersigned represents and warrants that it has not engaged any broker with respect to the Facility .

Please review the above terms and conditions and feel free to call me with any questions or comments you may have. If you find the above terms and conditions to be acceptable, please indicate so by signing below and returning a faxed copy to my attention by August 31, 2017 along with a good-faith deposit of \$10,000. Upon receipt of the letter and the good-faith deposit, the Bank will proceed with the necessary due diligence to prepare and submit your loan request, provided, however that in any event, this term sheet will finally expire at 5:00 p.m. Eastern Standard time on that date which is sixty (60) days from the date hereof. Your deposit is refundable, less the Bank's out of pocket expenses incurred, should the Bank

¹ Individual sponsors and guarantors should sign this term sheet in order to authorize Bank to order credit reports. This is a regulatory requirement under some states' laws.

decline the financing opportunity discussed herein. I look forward to hearing from you and working with you on this and other transactions.

Sincerely,
BANK OF AMERICA, N.A.



By: _____
Name: Dorene M. Conlon
Title: Senior Vice President

Please submit a loan application as outlined above:

Neighborworks Blackstone River Valley
for the Borrower

By: _____
Name: _____
Title: _____
Date: _____



September 5, 2017

Mr. Joseph Garlick
Executive Director
NeighborWorks Blackstone River Valley
719 Front Street Suite 103
Woonsocket, RI 02895

Re: The Millrace District, Woonsocket, RI
\$13,600,000 Construction Loan Facility; \$500,000 Direct Subsidy Grant from FHLB of Boston (sponsored by Citizens Bank) and a \$625,000 permanent loan under the FHLB of Boston Subsidy Advance Program (sponsored by Citizens Bank).

Dear Joe:

Thank you for giving Citizens Bank, N. A. ("Bank") an opportunity to participate in financing The Millrace District by providing a proposal for up to a \$13,600,000 construction loan, in addition to sponsoring through the Federal Home Loan Bank of Boston's ("FHLB") Affordable Housing Program a \$500,000 direct subsidy grant as well as the \$625,000 subsidized permanent loan. This letter of interest outlines the general terms and conditions under which the Bank would consider financing for the above-referenced development. This letter is not a commitment and is not meant to be an attempt to define all of the terms and conditions regarding the proposed credit facility but rather is intended only to outline the primary business points around which a credit facility may be presented for approval through the Bank's commercial credit approval process.

Borrower: A to-be-formed single-purpose Rhode Island for-profit limited partnership, whose partners or members will be acceptable to the Bank (the "Borrower").

General Partner: The Managing General Partner (.01% ownership) will be an entity wholly owned by Woonsocket Neighborhood Development Corp d/b/a NeighborWorks Blackstone River Valley (hereinafter "NWB RV").

Limited Partner: The Limited Partner will own 99.99% of the Borrower and will be an entity formed by a National Tax Credit Syndicator acceptable to Bank to provide tax credit equity to the development ("Limited Member/Equity Investor").

Guarantor: Repayment Guaranty: During the construction term of the Loan, the Construction Loan will be guaranteed by NWBRV. Upon conversion to the Amortizing Loan the repayment guaranty from NWBRV shall be eliminated.

Completion Guaranty: During the Construction Loan term, NWBRV will provide a Guaranty of Completion which will guarantee lien-free completion of the Project's improvements in accordance with the approved plans and specifications and the obligation to provide funds needed to supplement any deficient funding categories during construction including all soft costs and interest. An Environmental Indemnity will also be provided by NWBRV.

Construction Loan: The principal amount of the Loan shall be an amount not to exceed the lesser of (i) Thirteen Million Six Hundred Thousand and no/100 U.S. Dollars (\$13,600,000.00); (2) 85% of the loan-to-value based upon an appraisal satisfactory to Bank including the tax credit valuation; (iii) 65% of the loan-to-project costs.

- Purpose:** Financing for the construction of a mixed-use development comprised of 58 units of affordable LIHTC multi-family units and 27,756 square feet of commercial space to be known as The Millrace District located in the City of Woonsocket, RI (the "Project"). The units will be housed in two buildings which will be historically rehabbed with the housing units located on floors 2 and 3 above ground floor retail. The residential and commercial space will be owned separately in two (2) condominiums. Of the total residential units, 35 units are limited to tenants at or below 50% Area Median Income (AMI) and the balance of 23 units will be restricted to tenants at or below 60% AMI.
- Security:** (1) First mortgage & assignment of rents on the proposed 58 affordable housing units and the commercial space in The Millrace District project located in Woonsocket, RI.
(2) First priority assignment of the obligations of the Limited Partner/Equity Investor to make LIHTC, Federal Historic and State Historic tax credit equity investments in the Borrower.
- Loan Term:** Thirty (30) months
- Interest Rate:** The One-Month London Interbank Offered Rate (LIBOR) plus 225 basis points (2.25%), adjusted monthly. Borrower shall make monthly payments during the loan term of interest only with principal due at maturity.
- Loan Fee:** \$102,000.00 (75 bps) payable 50% at commitment and 50% at closing of the transaction.
- Expenses:** Borrower to be responsible for any and all closing costs relating to the loan, including but not limited to the appraisal and market study costs, survey costs, title work, environmental reports and Bank's legal expenses.
- Subordinate Financing:** Prior to Construction Loan closing, Borrower shall provide evidence of the committed subordinate debt financings outlined below. The subordinate debt will not have any current pay provisions and will have terms that extend beyond the LIHTC compliance period. This subordinate debt may be secured by liens on the Property but shall be subordinate to the Bank's Construction Loan as documented in a subordination agreement.
1. \$975,000 RI Acquisition and Revitalization Program (ARP) loan to be available at closing and funded during construction.
 2. \$1,260,987 RI Housing Resources bond proceeds to be available at closing and funded during construction.
 3. \$600,000 EPA Brownfield loan to be available at closing and funded during construction.
 4. \$62,548 Sponsor Loan to be funded at closing.
 5. \$500,000 FHLB AHP Direct Subsidy funded at closing.
- The terms of all subordinated loans are subject to approval and acceptance by the Bank.
- LIHTC Tax Credits:** Prior to closing Borrower shall provide evidence and documentation satisfactory to Bank that the Borrower has obtained all necessary approvals and authorizations in order for the Project to qualify for and be entitled to the benefits of low-income housing tax credits ("LIHTCs") pursuant to Section 42 of the Internal Revenue Code in an amount sufficient to meet the Project budget requirements.

LIHTC Equity
Commitment:

Prior to closing Borrower shall provide a fully executed letter of commitment ("Equity Commitment Letter") from a LIHTC syndicator to provide a capital contribution to the Borrower in an amount sufficient to meet the project budget requirements currently projected to be \$11,542,453. All terms and conditions of the Equity Commitment Letter shall be acceptable to the Bank.

The Equity Commitment Letter shall provide for capital contributions in the following manner that:

- (a) The Limited Partner's initial contribution to be made at closing of not less than \$2,885,613 (25%);
- (b) Upon the later of final certificates of occupancy and preliminary cost certification the Limited Partner's second capital contribution in the amount of \$8,079,717 (70%) will be made to the Borrower; and
- (c) Upon the later of final cost certification, achievement of 100% qualified occupancy; achievement of 90% occupancy for 90 days, achievement of an 1.15x debt service coverage ratio, the Limited Partner's 3rd capital contribution in the amount of \$577,123(5.0%) will be made to the Borrower.

The Borrower shall cause the 2nd and 3rd capital contributions to be paid to Bank to repay the outstanding construction loan balance.

HTC Tax Credits:

Prior to closing Borrower shall provide evidence and documentation satisfactory to Bank that the Borrower has obtained all necessary approvals and authorizations in order for the Project to qualify for and be entitled to the benefits of federal and state historic tax credits in an amount sufficient to meet the Project budget requirements.

HTC Equity
Commitment:

Prior to closing Borrower shall provide a fully executed letter of commitment ("HTC Equity Commitment Letter") from a LIHTC syndicator to provide a capital contribution to the Borrower in an amount sufficient to meet the project budget requirements currently projected to be \$7,672,915. Citizens Bank would be interested in bidding to become the investor in the \$4,312,500 of State Historic tax credits. All terms and conditions of the Equity Commitment Letter shall be acceptable to the Bank.

The HTC Equity Commitment Letter shall provide for capital contributions in the following manner that:

- (a) The Limited Partner's initial contribution to be made at closing of not less than \$1,918,229 (25%);
- (b) Upon the later of final certificates of occupancy and preliminary cost certification the Limited Partner's second capital contribution in the amount of \$5,371,041 (70%) will be made to the Borrower;
- (c) Upon the later of final cost certification, achievement of 100% qualified occupancy, achievement of 90% occupancy for 90 days, achievement of an 1.15x debt service coverage ratio, the Limited Partner's 3rd capital contribution in the amount of \$383,646 (5.0%) will be made to the Borrower; and

The Borrower shall cause the 2nd and 3rd capital contributions to be paid to Bank to repay the outstanding construction loan balance.

Developer Fee:

The developer fee will be \$1,693,013 with not more than 50% paid to developer until such time as the construction loan is paid down to the amortizing loan amount.

Disbursement
of Proceeds:

Funds shall be disbursed in conjunction with construction completion and shall be subject to the Bank's customary construction disbursement procedures including inspection by a third party architect and receipt of title endorsements.

Construction Budget:

The final construction budget shall contain an Interest Reserve sufficient to cover the anticipated Construction Loan interest for the term of the Construction Loan, which shall be used to fund the interest on the Construction Loan on a monthly basis. The preliminary estimate of the Interest Reserve is \$405,000. The final construction budget shall contain hard cost contingencies of not less than 10% of hard costs.

General Contractor:

The general contractor shall be acceptable to Bank in all respects and will be required to provide a maximum price contract and a payment and performance bond.

Additional Closing
Conditions:

Additional closing conditions shall include but not be limited to the following:

- (1) Satisfactory receipt, review and acceptance by Bank of a market study and an appraisal indicating the appraised values of the Project supporting the loan-to-values set forth above.
- (2) An acceptable environmental review of the subject Project and property in compliance with the Bank's environmental protocols.
- (3) Review and acceptance of the final Project budget indicating sufficiency of costs and funding sources to complete the project.
- (4) Completion of a satisfactory plan and cost review by Bank's inspecting architect.
- (5) Current ALTA boundary and location survey of the property certified to Bank and Title Insurer.
- (6) Property hazard, liability, rent loss and other insurance naming Bank as mortgagee, loss payee and additional insured; evidence relating to the flood plain status of the Project and flood insurance where required by Bank.
- (7) Acceptable ALTA Loan Policy of Title Insurance issued by a title company satisfactory to Bank and insuring Bank has a first mortgage lien upon all of the sites in the project.
- (8) Receipt and review of Borrower's ownership structure and documents.
- (9) Receipt, review and acceptance of all permits and approvals for the Project.
- (10) Receipt, review and acceptance of Guarantor's and GC's financial statements.
- (11) Receipt, review and acceptance of the condominium documents for the residential and commercial condominiums to be formed at closing.

Covenants:

- (1) Guarantor shall maintain a minimum net worth of \$15 million and minimum liquidity (unrestricted cash and marketable securities) of \$950,000 during the term of the construction loan.
- (2) Substantial completion of construction to be achieved no later than 24 months after Construction Loan closing.

Amortizing Loan Conversion Option

Upon (a) completion of construction; (b) receipt of tax credit equity payments sufficient to reduce the outstanding Construction Loan balance to the Amortizing Loan Amount; and (c) achievement of Rental Attainment, as defined below, the Borrower may convert the Construction Loan to an Amortizing Loan on the following terms and conditions:

Amortizing
Loan Amount: The lesser of (i) Six Hundred Twenty Five Thousand and no/100 U.S. Dollars (\$625,000.00) or (ii) 80% of the "stabilized" appraised value of the real estate collateral.

Amortizing Loan
Collateral: First mortgage & assignment of rents on the proposed 58 affordable housing units in The Millrace District project located in Woonsocket, RI

Amortizing
Loan Term: Twenty (20) years from date of conversion.

Amortizing Loan
Interest Rate: Fixed Rate based on the FHLB's Cost of Funds for a 20-year term under the subsidy advance program plus 300 bps.

Amortizing Loan
Repayment: Monthly principal and interest based on a thirty (30) year amortization.

Amortizing Loan Fee: \$6,250.00 (1.0%) payable at Construction Loan Closing.

Rental Attainment: Prior to conversion to the Amortizing Loan, the Project shall have achieved actual residential occupancy of not less than 90% for three (3) consecutive months at rents which provide pro forma debt service coverage of 1.15 to 1.0 for three (3) consecutive months prior to the conversion date. Pro forma debt service coverage shall include: (1) replacement reserves at the greater of actual reserves or \$450/unit and (2) a management fee equal to the greater of a 5% or actual management fee. Debt service shall be calculated using the Amortizing Loan terms.

Debt Service Coverage
Covenant: During the term of the Amortizing Loan, Borrower shall maintain an actual minimum debt service coverage ratio ("DSCR") of 1.15 to 1.0 to be tested annually. The DSCR shall be determined by dividing the Net Operating Income ("NOI") from the Project by the actual debt service on the Amortizing Loan. The calculation of DSC shall include: (1) the greater of 5% vacancy or actual; (2) the greater of a 5% management fee or actual; (3) replacement reserves equal to the greater of actual reserves or a minimum of \$450/unit.

If the Borrower falls to meet the DSCR, then the Borrower will have the ability to cure the default by establishing a 3 month debt service reserve with the Bank that will be held until the project achieves a 1.20x DSCR for two (2) consecutive quarters.

Reserves: Prior to conversion to the Amortizing Loan Borrower shall establish and fund the following reserves which will be held at Bank:

- 1) Operating Deficit Reserve an amount of not less than six months of operating expenses, replacement reserve deposits and must pay debt service (estimated at \$218,000).
- 2) Replacement Reserves of \$46,100.
- 3) DSCR Reserve of \$38,000.
- 4) Tax and Insurance 1st Year Escrow of \$122,000.

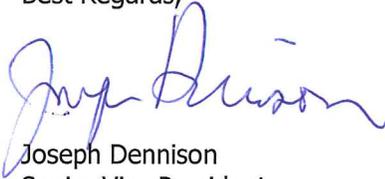
Deposit Accounts: Borrower shall maintain property operating and reserve accounts with Bank.

- Financial Reporting: Final loan documents to require the following:
- 1) Annual submission of audited financial statements and tax returns for Borrower, General Partner and Guarantor within 150 days of year end.
 - 2) Certified annual rent roll within 120 days of year end.
 - 3) Quarterly submission of rent rolls and internally prepared financial statements for Borrower and Project, upon request of Bank.
- Application Fee: The cost of the Bank's third party appraisal to be determined upon receipt of bids.

This Letter of Interest should not be construed as a loan commitment. A commitment by the Bank to lend remains subject to the Bank's approval process and review and approval of all the due diligence information, including without limitation, receipt of appraisal, environmental reports, and all final budgets and operating pro forma, all of which shall be satisfactory to Bank in its sole and absolute discretion. This Letter of Interest is based on the preliminary information regarding the Property provided by the Sponsors and is subject to modification or retraction upon review of the due diligence materials.

We look forward to the opportunity to work with you on this project. If you have any questions please contact me at (248) 226-7755. I look forward to your response.

Best Regards,



Joseph Dennison
Senior Vice President

AGREEMENT FOR HISTORIC PRESERVATION TAX CREDITS 2013

THIS AGREEMENT (the "Agreement"), is made as of the 8th day of July, 2016 (the "Effective Date"), by and between NeighborWorks Blackstone River Valley (the "Applicant"), and the Rhode Island Department of Revenue, through its Division of Taxation (the "Tax Division") (collectively the "Parties").

WITNESSETH:

WHEREAS, pursuant to RIGL §44-33.6-4(e), the Tax Division is authorized to enter into contracts of guaranty, on behalf of the State of Rhode Island, with persons, firms, partnerships, trusts, estates, limited liability companies, corporations (whether for profit or non-profit) or other business entities who have incurred, or intend to incur, Qualified Rehabilitation Expenditures for the Substantial Rehabilitation of a Certified Historic Structure, or some identifiable portion thereof, to be Placed in Service after July 3, 2013.

WHEREAS, in accordance with Chapter 33.6 of Title 44 of the Rhode Island General Laws, as amended, and the Regulations adopted by the Rhode Island Historical Preservation and Heritage Commission (the "Commission") and the Tax Division, the Applicant desires to conduct Substantial Rehabilitation of a Certified Historic Structure or, an identifiable portion thereof, located in Rhode Island, and described in Exhibit A attached hereto (the "Project") and, as a consequence thereof, to receive Historic Preservation Tax Credits ("Tax Credits").

WHEREAS, a Determination of Historic Significance (a/k/a Part 1 Certification) and a Certification of a Rehabilitation Plan (a/k/a Part 2 Certification) have been issued by the Commission to the Applicant.

NOW, THEREFORE, the Applicant and the Tax Division agree as follows:

SECTION 1. Definitions. Unless otherwise defined in this Agreement, capitalized terms used herein shall have the meaning ascribed to them pursuant to Chapter 33.6 of Title 44 of the Rhode Island General Laws and the Regulations implementing same.

SECTION 2. Adequate Consideration. The Processing Fee payable by the Applicant, under Section 4(b) hereof and the Regulations, constitutes adequate consideration for the contractual obligation of the Tax Division to provide the Tax Credits described in Section 5(a) hereof in accordance with the terms hereof.

SECTION 3. Effective Date of Rhode Island Law. Unless otherwise indicated herein, all references herein to the Rhode Island General Laws and the Regulations shall refer to such statutes as in effect as of the date of enactment of Public Law 2013, Ch 144, Art. 22 by the Rhode Island General Assembly and to such regulations as promulgated by the Commission and/or the Tax Division to implement Public Law 2013, Ch 144, Art. 22.

SECTION 4. Duties of the Applicant.

(a) The Applicant shall fulfill the requirements for the Substantial Rehabilitation of the Project approved by the Commission and, in addition thereto, the Applicant specifically covenants that:

(1) *Full, Fair and Honest Disclosures Required.* The Applicant has made, and will make, full, fair and honest disclosure of all material facts to both the Commission and the Tax Division during the entire Application process set forth in the Regulations.

(2) *Rehabilitation Will be Consistent with Plan and Standards.* The Applicant shall insure that the Project, when finished, will be consistent with the proposed rehabilitation plan certified by the Commission and that all completed work will meet the criteria set forth in the Regulations and the *Standards of Rehabilitation* incorporated therein.

(3) *Documentation Required to Verify Costs Incurred.* The Applicant will furnish, on demand and in a complete and timely fashion, any additional and detailed documentation to verify that any final costs attributable to the Substantial Rehabilitation of a Certified Historic Structure were actually incurred and furthermore, meet the criteria of Qualified Rehabilitation Expenditures. Said documentation shall include, at the minimum, the items set forth in Tax Division Regulation CR 13-16.

(b) *Processing Fee.* The Applicant agrees to pay, in full, a Processing Fee equal to three percent (3%) of estimated Qualified Rehabilitation Expenditures to the Tax Division before or upon execution of the within Agreement. If full payment is not tendered to the Tax Division along with a proposed Agreement, the Agreement will not be signed and any partial payment remitted shall be returned to the Applicant. The failure to pay the Processing Fee, in full and within thirty (30) days from the Commission's Part 2 certification date, will result in the denial of Tax Credits and the Applicant's loss of place in the Queue for Tax Credits.

SECTION 5. Duties of the Tax Division.

(a) *Tax Credit.* The Tax Division shall allow a Tax Credit, as set forth in Exhibit B, calculated in accordance with RIGL §44-33.6-3(a), and equal to the lesser of: (i) the estimated Qualified Rehabilitation Expenditures as submitted with this Agreement multiplied by either twenty percent (20%) or twenty-five percent (25%), as elected by the Applicant, or (ii) the actual Qualified Rehabilitation Expenditures, incurred by the Applicant and verified by the Tax Division, for the Substantial Rehabilitation multiplied by either twenty percent (20%) or twenty-five percent (25%), as elected by the Applicant. Provided further that:

(1) *25% Tax Credit Requires Trade or Business Use.* If the Applicant elects twenty five percent (25%) of the Qualified Rehabilitation Expenditures as the Tax Credit, the Applicant acknowledges and agrees that: (i) at least twenty five (25%) percent of the total rentable area of the Certified Historic Structure will be made available for a Trade or Business, as defined in RIGL §44-33.6-2(17), or (ii) the entire rentable area located on the first floor of a Certified Historic Structure will be made available for a Trade or Business, as defined in RIGL §44-33.6-2(17).

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby:

**STATE OF RHODE ISLAND
DEPARTMENT OF REVENUE, by
its DIVISION OF TAXATION**

By: *Mary*

Date: 7/11/16

APPLICANT NAME

By: *Joseph F. Garlick, Jr.*

Joseph F. Garlick, Jr.

PRINT NAME

Title: Executive Director

Date: 7/8/16

State of Rhode Island and Providence Plantations
Form HTC-V-2013



13130399990101

Historic Structures Tax Credit Processing Fee Form

Name: NeighborWorks Blackstone River Valley
 Federal employer identification number: 22-2907602
 Address: 719 Front Street
 Address 2: Suite 103
 City, town or post office: Woonsocket State: RI ZIP code: 02895 E-mail address: JGarlick@NeighborWorksBRV.org

Part A - Project Information

1 Project name: Woonsocket Rubber Company
 2 Project location: 68 South Main Street, Woonsocket, Rhode Island
 3 Project number: 13-81

Part B - Processing Fee Calculation

Complete lines 1, 2, 3 and 7. If you wish to revise the amounts from your Form HTC-13, complete lines 1 through 7. NOTE: You cannot receive more Historic Preservation Tax Credits 2013 than what you initially applied for. If line 6 is more than line 3, you must change line 4 or 5, or both.

1	Estimated Qualified Rehabilitation Expenditures from 2013 application - Form HTC-13.....	1	16,000,000
2	Credit Percentage Elected - 20% or 25% from 2013 application - Form HTC-13.....	2	25 %
3	Estimated Historic Preservation Tax Credits 2013 from 2013 application - Form HTC-13.....	3	4,000,000
4	Revised Estimated Qualified Rehabilitation Expenditures.....	4	13,000,000
5	Revised Credit Percentage Elected - 20% or 25%.....	5	25 %
6	Revised Estimated Historic Preservation Tax Credits 2013 amount..	6	3,250,000
	CANNOT BE MORE THAN LINE 3 CREDIT AMOUNT		
7	Total processing fee due. Multiply line 1 or line 4, whichever is applicable, by 3% (0.0300)..	7	390,000

Make cashier's check or money order payable to the RI Division of Taxation. This fee is non-refundable. Pursuant to R.I.G.L. 44-33.6, Historic Preservation Tax Credits 2013, applicants are required to pay a non-refundable processing fee equal to 3% of Qualified Rehabilitation Expenditures as estimated on their Application for Rhode Island Historic Preservation Tax Credits 2013.

If you are revising the amount of Estimated Qualified Rehabilitation Expenditures for which you initially applied on your Application for Rhode Island Historic Preservation Tax Credits 2013, you acknowledge and agree that you waive all rights, claims and entitlements to Historic Preservation Tax Credits associated with the difference between the amount initially applied for (line 3) and the revised amount noted on line 6 above.

This 3% non-refundable processing fee must be paid prior to entering into a contract with the RI Division of Taxation under this program. Qualified applicants have 30 days from the date of Part 2 certification from the RI Historical Preservation & Heritage Commission to pay this non-refundable fee, and enter into a contract with the RI Division of Taxation.

Under penalties of perjury, I declare that I have examined this form and to the best of my knowledge and belief, it is true, accurate and complete.

Applicant signature	Print name	Date	Telephone number
	Joseph F. Garlick, Jr.	7/8/2016	401-762-0993 x221
Applicant address	City, town or post office	State	ZIP Code
719 Front Street Suite 103	Woonsocket	RI	02895

AGREEMENT FOR HISTORIC PRESERVATION TAX CREDITS 2013

THIS AGREEMENT (the "Agreement"), is made as of the 26 day of November, 2014 (the "Effective Date"), by and between WNDC d/b/a NWBRV (the "Applicant"), and the Rhode Island Department of Revenue, through its Division of Taxation (the "Tax Division") (collectively the "Parties").

WITNESSETH:

WHEREAS, pursuant to RIGL §44-33.6-4(e), the Tax Division is authorized to enter into contracts of guaranty, on behalf of the State of Rhode Island, with persons, firms, partnerships, trusts, estates, limited liability companies, corporations (whether for profit or non-profit) or other business entities who have incurred, or intend to incur, Qualified Rehabilitation Expenditures for the Substantial Rehabilitation of a Certified Historic Structure, or some identifiable portion thereof, to be Placed in Service after July 3, 2013.

WHEREAS, in accordance with Chapter 33.6 of Title 44 of the Rhode Island General Laws, as amended, and the Regulations adopted by the Rhode Island Historical Preservation and Heritage Commission (the "Commission") and the Tax Division, the Applicant desires to conduct Substantial Rehabilitation of a Certified Historic Structure or, an identifiable portion thereof, located in Rhode Island, and described in Exhibit A attached hereto (the "Project") and, as a consequence thereof, to receive Historic Preservation Tax Credits ("Tax Credits").

WHEREAS, a Determination of Historic Significance (a/k/a Part 1 Certification) and a Certification of a Rehabilitation Plan (a/k/a Part 2 Certification) have been issued by the Commission to the Applicant.

NOW, THEREFORE, the Applicant and the Tax Division agree as follows:

SECTION 1. Definitions. Unless otherwise defined in this Agreement, capitalized terms used herein shall have the meaning ascribed to them pursuant to Chapter 33.6 of Title 44 of the Rhode Island General Laws and the Regulations implementing same.

SECTION 2. Adequate Consideration. The Processing Fee payable by the Applicant, under Section 4(b) hereof and the Regulations, constitutes adequate consideration for the contractual obligation of the Tax Division to provide the Tax Credits described in Section 5(a) hereof in accordance with the terms hereof.

SECTION 3. Effective Date of Rhode Island Law. Unless otherwise indicated herein, all references herein to the Rhode Island General Laws and the Regulations shall refer to such statutes as in effect as of the date of enactment of Public Law 2013, Ch 144, Art. 22 by the Rhode Island General Assembly and to such regulations as promulgated by the Commission and/or the Tax Division to implement Public Law 2013, Ch 144, Art. 22.

SECTION 4. Duties of the Applicant.

(a) The Applicant shall fulfill the requirements for the Substantial Rehabilitation of the Project approved by the Commission and, in addition thereto, the Applicant specifically covenants that:

(1) *Full, Fair and Honest Disclosures Required.* The Applicant has made, and will make, full, fair and honest disclosure of all material facts to both the Commission and the Tax Division during the entire Application process set forth in the Regulations.

(2) *Rehabilitation Will be Consistent with Plan and Standards.* The Applicant shall insure that the Project, when finished, will be consistent with the proposed rehabilitation plan certified by the Commission and that all completed work will meet the criteria set forth in the Regulations and the *Standards of Rehabilitation* incorporated therein.

(3) *Documentation Required to Verify Costs Incurred.* The Applicant will furnish, on demand and in a complete and timely fashion, any additional and detailed documentation to verify that any final costs attributable to the Substantial Rehabilitation of a Certified Historic Structure were actually incurred and furthermore, meet the criteria of Qualified Rehabilitation Expenditures. Said documentation shall include, at the minimum, the items set forth in Tax Division Regulation CR 13-16.

~~(h) *Processing Fee.* The Applicant agrees to pay, in full, a Processing Fee equal to three percent (3%) of estimated Qualified Rehabilitation Expenditures to the Tax Division before or upon execution of the within Agreement. If full payment is not tendered to the Tax Division along with a proposed Agreement, the Agreement will not be signed and any partial payment remitted shall be returned to the Applicant. The failure to pay the Processing Fee, in full and within thirty (30) days from the Commission's Part 2 certification date, will result in the denial of Tax Credits and the Applicant's loss of place in the Queue for Tax Credits.~~

SECTION 5. Duties of the Tax Division.

(a) *Tax Credit.* The Tax Division shall allow a Tax Credit, as set forth in Exhibit B, calculated in accordance with RIGL §44-33.6-3(a), and equal to the lesser of: (i) the estimated Qualified Rehabilitation Expenditures as submitted with this Agreement multiplied by either twenty percent (20%) or twenty-five percent (25%), as elected by the Applicant, or (ii) the actual Qualified Rehabilitation Expenditures, incurred by the Applicant and verified by the Tax Division, for the Substantial Rehabilitation multiplied by either twenty percent (20%) or twenty-five percent (25%), as elected by the Applicant. Provided further that:

(1) *25% Tax Credit Requires Trade or Business Use.* If the Applicant elects twenty five percent (25%) of the Qualified Rehabilitation Expenditures as the Tax Credit, the Applicant acknowledges and agrees that: (i) at least twenty five (25%) percent of the total rentable area of the Certified Historic Structure will be made available for a Trade or Business, as defined in RIGL §44-33.6-2(17), or (ii) the entire rentable area located on the first floor of a Certified Historic Structure will be made available for a Trade or Business, as defined in RIGL §44-33.6-2(17).

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby:

STATE OF RHODE ISLAND
DEPARTMENT OF REVENUE, by
its DIVISION OF TAXATION

By: [Signature]

Date: Dec 1, 2014

APPLICANT NAME

By: [Signature]

Joseph F. Garlick, Jr.

PRINT NAME

Title: Ex. Director

Date: 11.25.2014

State of Rhode Island and Providence Plantations
Form HTC-V-2013
 Historic Structures Tax Credit Processing Fee Form



13130399990101

Name

Federal employer identification number

NeighborWorks Blackstone River Valley

Address

719 Front Street Suite 103

Address 2

City, town or post office

State ZIP code

E-mail address

Woonsocket

RI 02895

Part A - Project Information

- 1 Project name: Island Machine Company Building
- 2 Project location: 15-19 Island Place, Woonsocket, Rhode Island 02895
- 3 Project number: 13-35

Part B - Processing Fee Calculation

Complete lines 1, 2, 3 and 7. If you wish to revise the amounts from your Form HTC-13, complete lines 1 through 7. NOTE: You cannot receive more Historic Preservation Tax Credits 2013 than what you initially applied for. If line 6 is more than line 3, you must change line 4 or 5, or both.

1	Estimated Qualified Rehabilitation Expenditures from 2013 application - Form HTC-13.....	1	\$4,250,000 00
2	Credit Percentage Elected - 20% or 25% from 2013 application - Form HTC-13.....	2	25 %
3	Estimated Historic Preservation Tax Credits 2013 from 2013 application - Form HTC-13.....	3	\$1,062,500 00
4	Revised Estimated Qualified Rehabilitation Expenditures.....	4	
5	Revised Credit Percentage Elected - 20% or 25%.....	5	%
6	Revised Estimated Historic Preservation Tax Credits 2013 amount..	6	CANNOT BE MORE THAN LINE 3 CREDIT AMOUNT
7	Total processing fee due. Multiply line 1 or line 4, whichever is applicable, by 3% (0.0300)..	7	\$127,500 00

Make cashier's check or money order payable to the RI Division of Taxation. This fee is non-refundable. Pursuant to R.I.G.L. 44-33.6, Historic Preservation Tax Credits 2013, applicants are required to pay a non-refundable processing fee equal to 3% of Qualified Rehabilitation Expenditures as estimated on their Application for Rhode Island Historic Preservation Tax Credits 2013.

If you are revising the amount of Estimated Qualified Rehabilitation Expenditures for which you initially applied on your Application for Rhode Island Historic Preservation Tax Credits 2013, you acknowledge and agree that you waive all rights, claims and entitlements to Historic Preservation Tax Credits associated with the difference between the amount initially applied for (line 3) and the revised amount noted on line 6 above.

This 3% non-refundable processing fee must be paid prior to entering into a contract with the RI Division of Taxation under this program. Qualified applicants have 30 days from the date of Part 2 certification from the RI Historical Preservation & Heritage Commission to pay this non-refundable fee, and enter into a contract with the RI Division of Taxation.

Under penalties of perjury, I declare that I have examined this form and to the best of my knowledge and belief, it is true, accurate and complete.

Applicant signature

Print name

Date

Telephone number

Joseph F. Garlick, Jr., Ex. Director

11/24/2014

Applicant address

City, town or post office

State

ZIP Code

719 Front Street Suite 103

Woonsocket

RI

02895



UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

JUL 25 2016

OMB Approved
No. 1024-0009
Form 10-188
Rev. 2014

HISTORIC PRESERVATION CERTIFICATION APPLICATION
PART 1 - EVALUATION OF SIGNIFICANCE

RIHPHC

NPS Project Number

34420

Instructions: This page must bear the applicant's original signature and must be dated. The National Park Service certification decision is based on the descriptions in this application form. In the event of any discrepancy between the application form and other, supplementary material submitted with it (such as architectural plans, drawings and specifications), the application form takes precedence. A copy of this form will be provided to the Internal Revenue Service.

1. Property Name Woonsocket Rubber Company Complex, Buildings 13-24

Street 68 South Main Street

City Woonsocket

County Providence

State RI

Zip

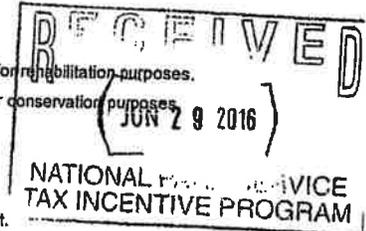
02895-4200

Name of Historic District Island Place Historic District

- National Register district certified state or local district potential district

2. Nature of request (check only one box)

- certification that the building contributes to the significance of the above-named historic district or National Register property for rehabilitation purposes.
 certification that the building contributes to the significance of the above-named historic district for a charitable contribution for conservation purposes.
 certification that the building does not contribute to the significance of the above-named district.
 preliminary determination for individual listing in the National Register.
 preliminary determination that a building located within a potential historic district contributes to the significance of the district.
 preliminary determination that a building outside the period or area of significance contributes to the significance of the district.



3. Project Contact (if different from applicant)

Name Kim Smith Barnett

Company Providence Revolving Fund

Street 372 West Fountain Street

City Providence

State RI

Zip 02903-3514

Telephone (401) 272-2760

Email Address smith@revolvingfund.org

4. Applicant

I hereby attest that the information I have provided is, to the best of my knowledge, correct. I further attest that [check one or both boxes, as applicable] (1) I am the owner of the above-described property within the meaning of "owner" set forth in 36 CFR § 67.2 (2011), and/or (2) if I am not the fee simple owner of the above-described property, the fee simple owner is aware of the action I am taking relative to this application and has no objection, as noted in a written statement from the owner, a copy of which (i) either is attached to this application form and incorporated herein, or has been previously submitted, and (ii) meets the requirements of 36 CFR § 67.3(a)(1) (2011). For purposes of this attestation, the singular shall include the plural wherever appropriate. I understand that knowing and willful falsification of factual representations in this application may subject me to fines and imprisonment under 18 U.S.C. § 1001, which, under certain circumstances, provides for imprisonment of up to 8 years.

Name Joseph Garlick, Jr.

Signature [Signature]

Date

6/2/16

Applicant Entity ARTEch HUB LLC

SSN

or TIN

47-4220247

Street c/o NWBRV, 719 Front Street, Suite 103

City Woonsocket

State RI

Zip 02895-5278

Telephone (401) 765-0993

Email Address jgarlick@neighborworksbrv.org

NPS Official Use Only

The National Park Service has reviewed the Historic Preservation Certification Application - Part 1 for the above-named property and has determined that the property:

- contributes to the significance of the above-named district or National Register property and is a "certified historic structure" for rehabilitation purposes.
 contributes to the significance of the above-named district and is a "certified historic structure" for a charitable contribution for conservation purposes.
 does not contribute to the significance of the above-named district.

Preliminary Determinations:

- appears to meet the National Register Criteria for Evaluation and will likely be listed in the National Register of Historic Places if nominated by the State Historic Preservation Officer according to the procedures set forth in 36 CFR Part 60.
 does not appear to meet the National Register Criteria for Evaluation and will likely not be listed in the National Register.
 appears to contribute to the significance of a potential historic district, which will likely be listed in the National Register of Historic Places if nominated by the State Historic Preservation Officer.
 appears to contribute to the significance of a registered historic district if the period or area of significance as documented in the National Register nomination or district documentation on file with the NPS is expanded by the State Historic Preservation Officer.
 does not appear to qualify as a certified historic structure.

Date

7/13/16

National Park Service Authorized Signature

[Signature]

JUN - 2 2016

RIHPHC

NPS comments attached

FY17 Brownfields Grants - Selections

Region 1

Applicant Name	Type of Grant	Site Name	Approved Total Funding
Central New Hampshire Regional Planning Commission	Assessment	Community-wide	\$300,000
Southwest Region Planning Commission, Southwest New Hampshire	Assessment	Former Kingsbury Corporation Site	\$200,000
ARTech Hub, Woonsocket, RI	Cleanup	Lot 371 of the Former Woonsocket Rubber Mill Company site	\$200,000
	Cleanup	Lot 387 of the former Woonsocket Rubber Mill Company site	\$200,000
Woonsocket Neighborhood Development Corporation, Woonsocket, RI	Cleanup	Former Island Machine Co. Mill	\$200,000
Bennington County Regional Commission, VT	Assessment	Community-wide	\$300,000
Brattleboro Museum and Art Center, Inc., Brattleboro, VT	Cleanup	11 Arch Street	\$200,000
Island Holdings, Bellows Falls, VT	Cleanup	Former Robertson Paper Mill	\$200,000

Neighborhood Reinvestment Corporation

AUG 22 2016

Remittance Advice

d.b.a



AMERICA

999 N. Capitol St NE
Suite 900
Washington, DC 20002

Date	Payment Amount	Reference
08/09/2016	\$125,000.00	59019

To: WOONSOCKET NEIGHBORHOOD DEVELOPMENT CORPORATION DBA
NEIGHBORWORKS BLACKSTONE RIVER
719 FRONT ST SUITE 103
WOONSOCKET, RI 02895

Deposit In:

Bank Transit No: 211589828
Bank Account No: *****9001

Payment Date: 08/09/2016

Reference: 59019

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discounts	Late Charges	Paid Amount
2016-8232-0074-HHC55	08/09/2016	GW058922	25,000.00	0.00	0.00	25,000.00
2016-8232-0080-SIFUND56	08/09/2016	GW058923	100,000.00	0.00	0.00	100,000.00

Round II

Vendor Number	Name	Bank Charge	Transfer Cost Cd		
WOONW	WOONSOCKET NEIGHBORHOOD	\$0.00			
Reference	Date	Total Gross Amt	Total Discounts	Total Late Charges	Total Paid Amt
59019	08/09/2016	\$125,000.00	\$0.00	\$0.00	\$125,000.00



Mr. Joe Garlick, Vice-President
 ARTech HUB, LLC
 719 Front Street Suite 103
 Woonsocket, Rhode Island 02895

RE: EPA Brownfields Cleanup Grant

Dear Mr. Garlick,

On behalf of the Rhode Island office of the Local Initiatives Support Corporation I am writing to provide our organization's strong support for NeighborWorks Blackstone River Valley's (NWBRV) ARTech HUB application for the cleanup of the former Woonsocket Rubber Company mill sites at 68 South Main Street (Plat 14 Lots 371 & 387) through an Environmental Protection Agency Brownfields cleanup grant.

Founded in 1979, LISC is the largest community development support organization in the country. For more than three decades, LISC has connected local organizations and community leaders with resources to revitalize neighborhoods and improve the quality of life in areas where we work. The LISC model assembles private and public resources and directs it to locally-defined priorities. Our unique structure enables local organizations to access national resources and expertise and allows our funding partners to leverage their investment to achieve an impact that is truly remarkable. LISC operates in 30 cities and numerous rural locations nationwide. In 1991 LISC opened an office in Rhode Island. Since that time we have invested nearly \$300 million in neighborhoods across our state, helping to create more than 7,500 affordable homes and supporting the development of more than 2 million square feet of commercial, child care, educational and community space.

LISC mobilizes corporate, government and philanthropic support to invest in locally defined community development projects and activities through: Loans, grants and equity investments;
 Targeted training and technical assistance and Local, statewide and national policy support.

At LISC Rhode Island, we are committed to building strong neighborhoods and healthy communities where individuals, businesses and families can thrive. Our strategies – investing in real estate, increasing family income & wealth, stimulating economic development, improving access to quality education and supporting healthy environments and lifestyles – take shape when we bring residents and community leaders together to shape the neighborhoods where they live.

The former Woonsocket Rubber Company mill sites sit at a particularly scenic bend of the Blackstone River at the base of the Thundermist Falls. The past environmental degradation of this property and the surrounding National Register Historic District, has been a significant barrier to its revitalization as a vibrant mixed-use district at the Gateway to Woonsocket's Main Street.

As you are aware, RI LISC has been a partner for almost thirty years, and has leveraged over \$50 Million Dollars to revitalize the Main Street, Constitution Hill and Fairmount neighborhoods which surround the targeted properties.

We are particularly pleased that the environmental contaminants that have existed at the site for over a hundred years will be abated. It is a significant accomplishment to address this long lasting environmental justice issue in one of the City's poorest and most racially diverse neighborhoods.



As a longstanding community and financial partner, we commit to prioritizing the Project with both our New Markets and Low Income Housing Tax Credit arms, and publicizing the cleanup throughout our Statewide and National network to further community engagement and education efforts around the cleanup and revitalization, and also to promote employment and business opportunities. We have also committed a \$100,000 Recoverable Grant to assist with predevelopment expenses for this important Project. We have also committed a \$135,000 Creative Placemaking Grant to continue building the vibrancy of the Island Place Historic District.

We look forward to partnering with NeighborWorks Blackstone River Valley's (NWBRV) ARTech HUB to maximize the economic impact of these critical Federal resources to clean up the Blackstone River waterfront, attract investment to Main Street, and improve the quality of life for residents.

Sincerely,

A handwritten signature in blue ink, appearing to read "Carrie Zaslow", is written over the word "Sincerely,". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Carrie Zaslow
Program Officer



BLACKSTONE VALLEY

TOURISM COUNCIL

Mr. Joe Garlick, Vice-President
ARTech HUB, LLC
719 Front Street Suite 103
Woonsocket, Rhode Island 02895
RE: EPA Brownfields Cleanup Grant

Dear Mr. Garlick,

On behalf of the Blackstone Valley Tourism Council (BVTC) we are very pleased to write in support of the proposal to be submitted by NeighborWorks Blackstone River Valley's (NWBRV) ARTech HUB to the US EPA to clean up the hazardous chemicals at the Woonsocket Rubber Company vacant lot at Island Place (Plat 14 Lot 144) in the Island Place Historic District in Woonsocket.

Since 1985, BVTC has been working with multiple public and private efforts in transforming the quality of life in our communities with sustainable development practices that was previously contaminated by the aftermath of the Industrial Revolution. Our mission is creating place making not only for establishing a cleaner tourist destination, but also to improve the residents' local neighborhoods. Through our Blackstone River cleanup efforts and educational programs, BVTC has become one of the most nationally respected environmental educators. This relates back to an essential component of our mission which is to utilize sustainable tourism principles to improve quality of life, preserve the region's history, build a stronger, cleaner environment, and celebrate our cultural heritage. Our efforts resulted in the region being designated a National Historical Park.

We believe that in order for a place to thrive, it requires culture, lore and natural beauty. This is the potential of the Island Place District in Woonsocket. The District is also the home to the very successful Museum of Work and Culture operated by the RI Historical Society. It is also an anchor site for Woonsocket's Main Street Arts, Entertainment and Cultural District, supporting many small businesses and entertainment venues. Once this cleanup plan is developed, it will include affordable housing units with river views, office, retail and arts space, increasing the quality of life for residents, and catalyzing economic growth. In addition, the quality of NWBRV's ARTech HUB work will certainly heighten the aesthetics of this 'new' riverfront district. As you know, vibrant and unique communities become stronger visitor destinations and residents who become proud of where they live are more likely to draw visitors. We are excited that your application focuses on the neighborhood surrounding the Museum of Work and Culture – which is one of the Valley's and Woonsocket's premier tourist attractions. The Project will enhance museum Visitors experiences and expand opportunities for residents.

BVTC has been successful with improving and promoting the region by working with local partners – everyone from small business owners to corporate partners, arts collaborative and local environmental groups. As a partner in the project, the BVTC will lend its voice and connect NWBRV's ARTech HUB to residents, partners and the entire community. BVTC will reach out to community partners to make them aware of the urgent need to clean up contaminated sites like this one on the Blackstone River. We will also commit to working to ensure that the Blackstone Valley Bikeway extends through the Island Place Historic District after remediation is completed. Finally, we will continue working with NWBRV to promote the opening of the public and community spaces that will be developed as part of the Project.

We look forward to continuing our partnership that will expand the Valley's attractions and visitation while making Woonsocket a safer, healthier and cleaner community for those who reside here.

Sincerely,

Robert Billington



401.235.7000
CommunityCareRI.org
PO Box 1700 Woonsocket, RI 02895

November 14, 2017

Mr. Joe Garlick, Vice-President
ARTech HUB, LLC
719 Front Street Suite 103
Woonsocket, Rhode Island 02895

RE: EPA Brownfields Cleanup Grant

Dear Mr. Garlick:

On behalf of Community Care Alliance (CCA), I am writing to provide our organization's strong support for NeighborWorks Blackstone River Valley's (NWBRV) ARTech HUB application for the cleanup of the former Woonsocket Rubber Company vacant lot at Island Place (Plat 14 Lot 144) through an Environmental Protection Agency Brownfields cleanup grant.

We are a community-based non-profit founded in 1891 to support individuals and families in their efforts to meet economic, social and emotional challenges and enhance their well-being. Through our programs, advocacy and collaboration, residents are empowered to discover their potential and live as engaged citizens, free of stigma, within a thriving community.

We are a fully licensed, certified, multi-service non-profit health and human services agency offering more than 50 programs that address the multiple needs of the residents we serve. We are accredited by the Council on Accreditation. Our goal is to empower people experiencing economic insecurity, mental illness and addictions, housing issues, and other trauma-related concerns. We provide counseling, treatment and support services; food, shelter and housing; programs to assist with self-sufficiency such as employment, financial literacy and vocational training and support for self-help.

The former Woonsocket Rubber Company mill sites sit at a particularly scenic bend of the Blackstone River at the base of Thundermist Falls. The past environmental degradation of this property and the surrounding National Register Historic District has been a significant barrier to its revitalization as a vibrant mixed-use district at the Gateway to Woonsocket's Main Street.

As a nonprofit organization concerned with family and child welfare, we are pleased that the environmental contaminants that have existed at the site for over a hundred years will be abated. It is a significant accomplishment to address this long lasting environmental justice issue in one of the City's poorest and most racially diverse neighborhoods.

As a longstanding community partner, we commit to connecting NWBRV's ARTech HUB with our constituency and clients in order to further the community engagement and education efforts around the cleanup and revitalization, and also to promote employment and business opportunities that are generated from the effort.

We look forward to partnering with NWBRV's ARTech HUB to maximize the impact of these critical Federal resources to clean up the Island Place District, and attract investment to the City of Woonsocket to create affordable housing and jobs for low-income residents.

Sincerely,

Benedict F. Lessing, Jr., MSW
President/CEO



November 9, 2017

Mr. Joe Garlick, Vice-President
ARTEch HUB, LLC
719 Front Street Suite 103
Woonsocket, Rhode Island 02895

RE: EPA Brownfields Cleanup Grant

Dear Mr. Garlick,

On behalf of Connecting for Children and Families (CCF), I am writing to provide our organization's strong support for NeighborWorks Blackstone River Valley's (NWBRV) ARTEch HUB application for the cleanup of the former Woonsocket Rubber Company vacant lot at Island Place (Plat 14 Lot 144) through an Environmental Protection Agency Brownfields cleanup grant.

We are a community-based non-profit dedicated to transforming the lives of Woonsocket children through high quality educational opportunities and family support. CCF is a membership organization made up of parents, community leaders, service providers and business representatives, working together to make a difference in our City. We envision Woonsocket as a city where every child gets the best start in life and grows into her or his full potential. From birth through high school, children thrive in stable and nurturing families and receive high quality educational opportunities both in and out of school, preparing them for successful and enriching lives. We envision Woonsocket as a community that makes investing in children its first priority.

The former Woonsocket Rubber Company mill sites sit at the heart of our target area, a stone's throw from our pre-school facility. The past environmental degradation of this property and the surrounding Historic District has been a significant barrier to its revitalization as a vibrant mixed-use district at the Gateway to Woonsocket's Main Street.

Additionally, as a nonprofit concerned with education, learning, achievement and the welfare and health of our children, we are particularly pleased that the environmental contaminants that have existed at the site for over a hundred years will be abated. It is a significant accomplishment to address this long lasting environmental justice issue in one of the City's poorest and most racially diverse neighborhoods.

As a longstanding community partner and neighborhood-based organization, we commit to connecting NWBRV's ARTEch HUB with our constituency and membership to further community engagement and education efforts around the cleanup and revitalization, to host community meetings, and to promote employment and business start-up opportunities through our job training initiatives.



EPA Brownfields Cleanup Grant
CCF Letter of Support-11/9/17
Page 2

We look forward to partnering with NWBRV's ARTech HUB to maximize the impact of these critical Federal resources to clean up the Blackstone River waterfront, attract investment to the City of Woonsocket and improve the quality of life in our low-income neighborhood.

Sincerely,

A handwritten signature in cursive script that reads "Terese Curtin". The signature is written in black ink and is positioned above the printed name and title.

Terese Curtin, MSW
Executive Director



*Helping neighbors
build communities*

Mr. Joe Garlick, Vice-President
ARTech HUB, LLC
719 Front Street Suite 103
Woonsocket, Rhode Island 02895

RE: EPA Brownfields Cleanup Grant

Dear Mr. Garlick,

On behalf of the Rhode Island office of the Local Initiatives Support Corporation I am writing to provide our organization's strong support for NeighborWorks Blackstone River Valley's (NWBRV) ARTech HUB application for the cleanup of the former Woonsocket Rubber Company vacant lot at Island Place (Plat 14 Lot 144) through an Environmental Protection Agency Brownfields cleanup grant.

Founded in 1979, The Local Initiatives Support Corporation, known as LISC, is one of the largest organizations supporting projects to revitalize communities and bring greater economic opportunity to residents. These include more affordable housing, better schools, safer streets, growing businesses and programs that improve the financial outlook of people. We provide the capital, strategy and know-how to local partners to get this done. With residents and partners, LISC forges resilient and inclusive communities of opportunity across America – great places to live, work, visit, do business and raise families. In 1991 LISC opened an office in Rhode Island. Since that time we have invested nearly \$300 million in neighborhoods across our state, helping to create more than 7,500 affordable homes and supporting the development of more than 2 million square feet of commercial, child care, educational and community space. As you are aware, RI LISC has been a partner for almost thirty years, and has leveraged over \$50 Million Dollars to revitalize the Main Street, Constitution Hill and Fairmount neighborhoods which surround the targeted properties.

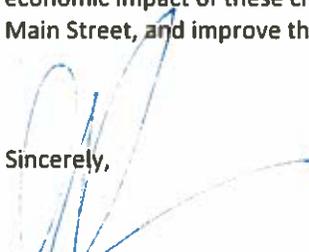
The former Woonsocket Rubber Company mill sites sit at a particularly scenic bend of the Blackstone River at the base of the Thundermist Falls. The past environmental degradation of this property and the surrounding National Register Historic District, has been a significant barrier to its revitalization as a vibrant mixed-use district at the Gateway to Woonsocket's Main Street.

We are particularly pleased that the environmental contaminants that have existed at the site for over a hundred years will be abated. It is a significant accomplishment to address this long lasting environmental justice issue in one of the City's poorest and most racially diverse neighborhoods.

As a longstanding community and financial partner, we commit to prioritizing the Project with both our New Markets and Low Income Housing Tax Credit arms, and publicizing the cleanup throughout our Statewide and National network to further community engagement and education efforts around the cleanup and revitalization, and also to promote employment and business opportunities. We have also committed a \$100,000 Recoverable Grant to assist with predevelopment expenses for this important Project. We have also committed a \$135,000 Creative Placemaking Grant to continue building the vibrancy of the Island Place Historic District.

We look forward to partnering with NeighborWorks Blackstone River Valley's (NWBRV) ARTech HUB to maximize the economic impact of these critical Federal resources to clean up the Blackstone River waterfront, attract investment to Main Street, and improve the quality of life for residents.

Sincerely,


Ms. Carrie Zaslow
Program Officer

LOCAL INITIATIVES SUPPORT CORPORATION
146 Clifford Street ■ Providence, R.I. 02903
Phone 401-331-0131 ■ Fax 401-861-8866 WWW.RILISC.ORG



Mr. Joe Garlick, Vice-President
ARTech HUB, LLC
719 Front Street Suite 103
Woonsocket, Rhode Island 02895

RE: EPA Brownfields Cleanup Grant

Dear Mr. Garlick,

On behalf of the New Leaders Council (NLC) I am writing to provide our organization's strong support for NeighborWorks Blackstone River Valley's (NWBRV) ARTech HUB application for the cleanup of the former Woonsocket Rubber Company vacant lot at Island Place (Plat 14 Lot 144) through an Environmental Protection Agency Brownfields cleanup grant.

We are a non-profit dedicated to recruiting, training and promoting the next generation of progressive leaders. NLC recruits Fellows from outside traditional power structures and equips them with the skills necessary to be civic leaders in their communities and workplaces. NLC graduates are an ever-expanding corps of diverse, new progressive leaders who are rising to the top of their respective fields. NLC is creating an exciting network of individuals, highly-skilled in working together across sectors to improve the progressive infrastructure and ensure strong democracy, social justice and equal opportunity.

The former Woonsocket Rubber Company mill sites sit at the heart of our target area, a stone's throw from our pre-school facility. The past environmental degradation of this property and the surrounding Historic District has been a significant barrier to its revitalization as a vibrant mixed-use district at the Gateway to Woonsocket's Main Street.

In addition, as a nonprofit concerned with developing minority and women leadership, we are very pleased that the environmental contaminants that have existed at the site for over a hundred years will be abated. It is a significant accomplishment to address this long lasting environmental justice issue in one of the City's poorest and most racially diverse neighborhoods.

As a committed community partner, we agree to connect NWBRV's ARTech HUB with our constituency and membership to further community engagement and education efforts around the cleanup and revitalization, and to host and facilitate community meetings and briefings.

We look forward to partnering with NWBRV's ARTech HUB to maximize the impact of these critical Federal resources to clean up the Blackstone River waterfront, attract investment and engage residents in the revitalization of their neighborhood.

Sincerely,

Marcela Betancur
Co-Director

**2017 EXECUTIVE
COMMITTEE**

Chair

Ernie A. Almonte, CPA
RSM US, LLP

Chair Elect

Susan A. Fabrizio
Flagship Staffing Services

Secretary

Craig Sculos
Twin River Casino

Treasurer

Kevin Tracy
Bank of America

Immediate Past Chair

Mary Ann Shallcross
Smith, Ed.D
Dr. Day Care Family

Legal Counsel

Michael A. Gamboli, Esq.
Partridge Snow & Hahn LLP

Executive Committee

At-Large Members

Peter Marino
**Neighborhood Health Plan
of Rhode Island**

Jennifer Parkhurst
Fidelity Investments

President/CEO

John C. Gregory, IOM

November 8, 2017

Mr. Joe Garlick, Vice-President
ARTech HUB, LLC
719 Front Street Suite 103
Woonsocket, Rhode Island 02895

RE: EPA Brownfields Cleanup Grant

Dear Mr. Garlick,

On behalf of the Northern Rhode Island Chamber of Commerce I am writing to provide our organization's strong support for NeighborWorks Blackstone River Valley's (NWBRV) ARTech HUB application for the cleanup of the former Woonsocket Rubber Company vacant lot at Island Place (Plat 14 Lot 144) through an Environmental Protection Agency Brownfields cleanup grant.

The Northern Rhode Island Chamber of Commerce strengthens the economic climate through business leadership that fosters member and community prosperity.

The former Woonsocket Rubber Company mill sites sit at a very scenic bend of the Blackstone River at the base of the Thundermist Falls. The past environmental degradation of this property and the surrounding Historic District has been a significant barrier to its revitalization as a vibrant mixed-use district at the Gateway to Woonsocket's Main Street.

As the Region's premier economic and community development advocate and booster we commit to publicizing the cleanup throughout our statewide network to further community engagement and education efforts and to promote employment and business opportunities to our membership that will expand economic growth.

We look forward to partnering with NWBRV's ARTech HUB to maximize the economic impact of these critical Federal resources to clean up the Blackstone River waterfront, and attract investment to Main Street.

Sincerely,



John C. Gregory, IOM
President/CEO
Northern Rhode Island Chamber of Commerce



November 8, 2017

Mr. Joe Garlick, Vice-President
ARTech HUB, LLC
719 Front Street Suite 103
Woonsocket, Rhode Island 02895

RE: EPA Brownfields Cleanup Grant

Dear Mr. Garlick,

On behalf of the Rhode Island Historical Society I am writing to provide our organization's strong support for NeighborWorks Blackstone River Valley's (NWBRV) ARTech HUB applications for the cleanup of the former Woonsocket Rubber Company vacant lot at Island Place (Plat 14 Lot 144) through an Environmental Protection Agency Brownfields cleanup grant.

We are a non-profit honoring, interpreting and sharing Rhode Island's past to enrich the present and inspire the future. Our Museum of Work and Culture is located in the Island Place Historic District and is a major visitor attraction in the City of Woonsocket. This important community facility is a valuable economic asset in this low-income neighborhood. It instills civic pride and provides meaningful engagement to hundreds of students each year. As an important cultural institution in Rhode Island, we use materials and knowledge of the past to explore topics of timeless relevance and current public interest and benefit. Inside and outside of the walls of our buildings, the RIHS encourages broad engagement in the diversity of experiences we offer. We develop and deploy our collections, knowledge, connections, and expertise to build relationships between individuals, organizations, and communities to enhance understanding and empathy, and to engender a pride of place.

The former Woonsocket Rubber Company mill sites sit directly behind our Museum of Work and Culture. The past environmental degradation of the Island Place property and the surrounding National Register Historic District has been a significant barrier to its revitalization as a vibrant mixed-use district at the Gateway to Woonsocket's Main Street. And because of its proximity to our site, it can detract from the visitor experience at our facility.

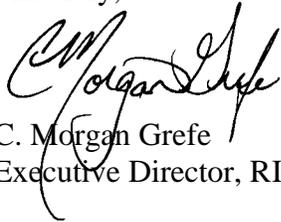
In addition, as a community institution concerned with the economic impact of our work and the quality of life in our host neighborhood, we are particularly pleased that the environmental contaminants that have existed at the target site for over a hundred years will be abated. It is a significant accomplishment to address this long lasting environmental justice issue in one of the City's poorest and most racially diverse neighborhoods.

Remember Interpret Honor Share

As a neighborhood institution and community partner, we commit to connecting NWBRV's ARTech HUB with our constituency and membership in order to further community engagement and education efforts around the cleanup, hosting community meetings, and to continue our participation in the revitalization planning and creative place-making efforts currently underway.

We look forward to partnering with NWBRV's ARTech HUB to maximize the impact of these critical Federal resources to clean up our neighborhood and attract investment and visitors to the City of Woonsocket.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Morgan Grefe". The signature is fluid and cursive, with the first name "C." and last name "Grefe" being the most prominent parts.

C. Morgan Grefe
Executive Director, RI Historical Society



196 2nd ave. woonsocket, ri 02895 401.767.2100 info@riverzedgearts.org
www.riverzedgearts.org

Mr. Joe Garlick, Vice-President
ARTech HUB, LLC
719 Front Street Suite 103
Woonsocket, Rhode Island 02895

RE: EPA Brownfields Cleanup Grant

Dear Mr. Garlick,

On behalf of Riverzedge Arts I am writing to provide our organization's strong support for NeighborWorks Blackstone River Valley's (NWBRV) ARTech HUB application for the cleanup of the former Woonsocket Rubber Company vacant lot at Island Place (Plat 14 Lot 144) through an Environmental Protection Agency Brownfields cleanup grant.

We are a neighborhood-based non-profit organization whose mission is to improve lives and places through art, design, and creative problem solving. Our program is focused on creative youth development, placemaking and leadership development. Through our years-long collaborations with community partners and Woonsocket municipal government, the city itself has become our canvas. We play a leading role in major placemaking and economic development initiatives, always putting the arts and creativity in the center of transformational process as well as the transformed product.

Ever-true to our vision of making everything art, we have introduced a new practice to this sometimes stuffy field of practice: youth charrettes. Our first youth charrettes for the Main Street-Riverfront Initiative's wayfinding master plan produced remarkable and brilliant results simply because these youth almost never drive. By navigating on foot, bicycle or public transit, they delivered insights that none of the professionals ever could.

The former Woonsocket Rubber Company mill sites sit at a particularly scenic bend of the Blackstone River at the base of the Thundermist Falls. The past environmental degradation of this property and the surrounding National Register Historic District has been a significant barrier to its revitalization as a vibrant mixed-use district at the gateway to Woonsocket's Main Street.

In addition, as a nonprofit concerned with the health and welfare of our neighborhood's youth, we are particularly pleased that the environmental contaminants that have existed at the site for over a hundred years will be abated. It is a significant accomplishment to address this long lasting environmental justice issue in one of the City's poorest and most racially diverse neighborhoods.

As a long standing community partner, we commit to connecting NWBRV's ARTech HUB with our youth constituency in order to further community engagement and education efforts around the cleanup and revitalization, and also to promote youth entrepreneurship opportunities that will result from the cleanup. We are

also willing to work with NWBRV's ARTech HUB to convene a youth charette to contribute to the planning process for the larger revitalization efforts in the District.

We look forward to partnering with NWBRV's ARTech HUB to maximize the impact of these critical Federal resources to clean up the Blackstone River waterfront, attract investment to the City of Woonsocket and include the voices of our neighborhood's low-income youth and their parents.

Sincerely,

A handwritten signature in cursive script that reads "K. Barbosa". The signature is fluid and elegant, with the first letter of each word being capitalized and prominent.

Karen L. Barbosa
Executive Director



November 14, 2017

Mr. Joe Garlick, Vice-President
ARTech HUB, LLC
719 Front Street, Suite 103
Woonsocket, Rhode Island 02895

RE: EPA Brownfields Cleanup Grant

Dear Mr. Garlick:

On behalf of Thundermist Health Center, I am writing to provide our organization's strong support for NeighborWorks Blackstone River Valley's (NWBRV) ARTech HUB application for the cleanup of the former Woonsocket Rubber Company vacant lot at Island Place (Plat 14, Lot 144) through an Environmental Protection Agency Brownfields Cleanup Grant.

We are a non-profit organization founded and based in Woonsocket. Our mission is simple: to improve the health of our patients and communities by delivering exceptional health care, removing barriers to that care and promoting healthy lifestyles. Our vision is that every member of the Thundermist community has the opportunity to lead a happy and productive life, built on a foundation of good health. One of our core organizational values is to respect the contributions of our local community partners and employees, and support our communities by creating opportunities for local growth and development. This proposed Project is certainly consistent with this value.

The former Woonsocket Rubber Company mill site sits at a particularly scenic bend of the Blackstone River at the base of Thundermist Falls. The past environmental degradation of this property and the surrounding National Register Historic District have been significant barriers to its revitalization as a vibrant mixed-use district at the Gateway to Woonsocket's Main Street.

In addition, as a nonprofit concerned with the health and welfare of low-income individuals, families and communities, we are particularly pleased that the environmental contaminants that have existed at the site for over a hundred years will be remediated. It is a significant accomplishment to address this long lasting environmental justice issue in one of the City's poorest and most racially diverse neighborhoods.

As a longstanding community partner, we commit to connecting NWBRV with our constituency to further community engagement and education efforts around the cleanup and revitalization, and to promote the employment and business opportunities that the Project will catalyze.

We look forward to partnering with NWBRV's ARTech HUB to maximize the impact of these critical Federal resources to clean up the Blackstone River waterfront, attract investment to the City of Woonsocket, and positively impact community health and welfare.

Sincerely,

A handwritten signature in blue ink that reads "Jeanne LaChance".

Jeanne LaChance
President/Chief Executive Officer

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text" value="11/16/2017"/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="ARTEch HUB LLC."/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="47-4220247"/>	* c. Organizational DUNS: <input type="text" value="0804411210000"/>	
d. Address:		
* Street1: <input type="text" value="719 Front Street, Suite 103"/>	Street2: <input type="text"/>	
* City: <input type="text" value="Woonsocket"/>	County/Parish: <input type="text"/>	
* State: <input type="text" value="RI: Rhode Island"/>	Province: <input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	* Zip / Postal Code: <input type="text" value="02895-5278"/>	
e. Organizational Unit:		
Department Name: <input type="text"/>	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="Billy"/>	
Middle Name: <input type="text"/>		
* Last Name: <input type="text" value="Lewis"/>		
Suffix: <input type="text"/>		
Title: <input type="text"/>		
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="401-762-0993"/>	Fax Number: <input type="text" value="401-769-1010"/>	
* Email: <input type="text" value="blewis@neighborworksbrv.org"/>		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

M: Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.818

CFDA Title:

Brownfields Assessment and Cleanup Cooperative Agreements

*** 12. Funding Opportunity Number:**

EPA-OLEM-OBLR-17-09

* Title:

FY18 GUIDELINES FOR BROWNFIELDS CLEANUP GRANTS

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Former Brenner Bros. Scrap Iron Yard

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="200,000.00"/>
* b. Applicant	<input type="text" value="40,000.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="240,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed: