



CITY OF CONCORD
New Hampshire's Main Street™
Community Development Department

REPORT TO THE MAYOR AND CITY COUNCIL

FROM: Carlos P. Baía, Deputy City Manager for Development
DATE: October 29, 2020
SUBJECT: Proposed MOU with Liberty Utilities re: Concord Pond

Recommendation

Accept this report.

Background

The body of water known today as the Concord Pond or the Exit 13 Pond (located in the City's Healy Park) served for approximately 100 years as a tar pond where the local gas manufacturing company would release its contaminated coal tar, a by-product of the coal manufacturing process. Liberty Utilities has inherited this liability.

In 1998, a predecessor to Liberty Utilities performed some remedial action to the coal tar contamination at Concord Pond. The action was approved by the New Hampshire Department of Environmental Services (NHDES), however more is still required to remedy the coal tar contamination.

NHDES' Hazardous Waste Remediation Bureau is requiring Liberty to perform supplemental remedial action within Healy Park, including Concord Pond (the "Site"), to further address sediments impacted by the residual coal tar.

On March 23, 2009, Liberty filed a plan and technical memorandum summarizing its proposed remedy for the Site (which became known as the "Presumptive Remedy"). The Presumptive Remedy was approved on a preliminary basis by NHDES, subject to receipt and review of design plans and specifications. The City has been in discussions with Liberty regarding final design plans and specifications, which—if mutually agreed—could then be considered the "Final Remedy" subject to NHDES approval.

Liberty is seeking access to the Site to conduct appropriate research to support the design of the Final Remedy (“Investigation Activities”), to implement the Final Remedy subject to NHDES approval, and for Liberty to maintain the Final Remedy in perpetuity.

The attached Memorandum of Understanding (“MOU”) has been reviewed by the City Solicitor and is recommended to be entered into between the City and Liberty to establish the rights, duties and obligations among and between themselves for the Final Remedy to be undertaken at the Site.

This MOU does not commit the City to any obligations at this time but does insure that both parties can make progress toward a mutually acceptable remedy.

w/att: Proposed MOU

cc: David Cedarholm, City Engineer
Jim Kennedy, City Solicitor