



The State of New Hampshire
Department of Environmental Services

MAY 17 '23 10:12 RC



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Robert R. Scott, Commissioner

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May 4, 2023

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to award a Brownfields Cleanup Grant to BRI Development, LLC, Bethlehem, NH (VC # 444173-B001), in the amount of \$200,000 to perform environmental site remediation work at the former Sinclair Hotel property in Bethlehem, effective upon Governor and Council approval through December 31, 2024. 100% Brownfields Repayment Funds.

Funding is available in the account as follows:

	<u>FY2023</u>
03-44-44-444010-2018-073-500580	\$200,000
Dept. of Environmental Services, Brownfields RLF Repayments, Grants – Non-Federal	

EXPLANATION

NHDES currently administers a Brownfields Revolving Loan Fund (RLF) for the purpose of providing financial support for the cleanup and redevelopment of contaminated properties. NHDES has been authorized by the U.S. Environmental Protection Agency to use retained program income from the RLF (i.e., principal repayments and interest earned from loans) for Brownfields related activities. In June 2022, NHDES announced that it was making available \$400,000 for two or more cleanup grants and solicited applications from interested municipalities, non-profit organizations, and other eligible entities. Five applications were received, then evaluated and ranked based on review criteria including: thoroughness of the application; availability of funds for subsequent redevelopment; extent to which the grant would provide benefits to the community; and whether or not redevelopment/reuse plans were developed. Based on our review, NHDES offered grants for two of the proposed projects. See Attachment A for the application rankings and list of reviewers.

The grant to be awarded to BRI Development, LLC is for the former Sinclair Hotel property located in downtown Bethlehem (Main Street at Agassiz Street). The hotel was destroyed by fire in October 1978 and the property has remained vacant and undeveloped. BRI Development, LLC acquired the property on November 2, 2021 with the goal of supporting the Town's Master Plan by remediating contamination at the property and preparing it for redevelopment. Potential reuse options for the property include the

expansion of a senior housing complex that adjoins the property and construction of a mixed-use, carbon neutral, solar powered, energy efficient building for retail space and residential apartments. The cleanup project includes the remediation of certain lead-impacted soils, construction of a clean soil cover system, and implementation of Activity and Use Restrictions (AUR). The most recent budget estimates for remediation activities in accordance with state and federal requirements is approximately \$700,000. \$200,000 will be funded pursuant to this grant, with the balance being funded by an EPA Brownfields Cleanup Grant awarded to BRI Development, LLC in 2022.

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

We respectfully request your approval of this item.

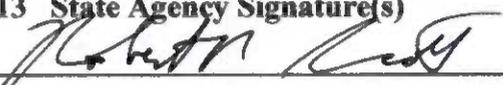
A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

Robert R. Scott
Commissioner

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name NH Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3. Grantee Name BRI Development, LLC		1.4. Grantee Address 54 Ridgewood Lane, Bethlehem, NH 03574	
1.5 Grantee Phone # 617-301-2206	1.6 Account Number 03-44-44-444010- 2018-073-500580	1.7. Completion Date December 31, 2024	1.8. Grant Limitation \$200,00.00
1.9. Grant Officer for State Agency Michael McCluskey, Brownfields Program		1.10. State Agency Telephone Number 603-271-2183	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 ERIC RAICHLE, VICE PRESIDENT	
Grantee Signature 2		Name & Title of Grantee Signor 2 : TREASURER	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 5/15/2023	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

This instrument was acknowledged before me on this 2th day of April, 2023 by Eric Raichle

Meglyn R. Lavoie



3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials

Date

[Signature]
4/24/2023

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials

Date 4/24/2023

EXHIBIT A
SPECIAL PROVISIONS

1. Area Covered.

1.1 In addition to the Area Covered requirements specified in Subparagraph 3 of the General Provisions, the Grantee shall perform the Project on certain real property commonly referred to as the Former Sinclair Hotel Property located at Main Street and Agassiz Street in Bethlehem, New Hampshire (the "Property"), which property is more particularly described in a warranty deed of Sinclair Village, LLC to BRI Development, LLC recorded at the Grafton County Registry of Deeds on November 1, 2021 at book 4681, page 320.

1.2 In addition to the Area Covered requirements specified in Subparagraph 3 of the General Provisions, the Grantee shall retain ownership of the Property between the Effective Date and the Completion Date. For the purposes of this Agreement, the term "owns" means fee simple title.

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

3. Expenditure of other Funding. All funds from the EPA Brownfields Cleanup Grant awarded to BRI Development, LLC in 2022 (BF 00A01011) shall be encumbered first before requesting the disbursement of Grant funds from NHDES.

4. Environmental Report(s). The Grantee shall provide the State with a copy of an American Society for Testing and Materials (ASTM) E1527-13 or equivalent Phase I Environmental Site Assessment report for the Property, an ASTM E1903-97 or equivalent Phase II Environmental Site Assessment report for the Property, and any other reports documenting site investigation activities completed to meet the requirements of New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management* (collectively, the "Assessment"). The Grantee agrees that the grant funds shall not be used for the payment of any cost or expense related to the Assessment.

5. Project Manager. The State shall designate an environmental project manager who shall review and approve of the proposed cleanup and coordinate the work to be performed using grant funds. The State's environmental project manager will review the Grantee's remedial planning, design, and engineering documents and review the cleanup activities as they are on-going to ensure that the cleanup is being completed in accordance with all local, State, and Federal requirements and is protective of human health and the environment.

6. Remedial Action Plan. The Grantee shall prepare a Remedial Action Plan (RAP) that meets the requirements of the New Hampshire Code of Administrative Rules Env-Or 600

Contaminated Site Management. The Grantee shall submit copies of the RAP to the State for review and approval.

7. **Remedial Action Implementation Report.** The Grantee shall prepare a Remedial Action Implementation Report that meets the requirements of New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management*. The report shall be submitted to the State for review and approval within ninety (90) days following completion of the Project.
8. **Event of Default.** In addition to the Events of Default specified in Subparagraph 11.1 of the General Provisions, any one or more of the following acts or omissions of the Grantee shall constitute an Event of Default:
 - a. The Grantee sells or transfers the Property prior to the Completion Date.
 - b. Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect.

EXHIBIT B
SCOPE OF SERVICES

BRI Development, LLC intends to use the grant funds for the remediation of environmental contamination at the Former Sinclair Hotel Property located at Main Street and Agassiz Street in Bethlehem, New Hampshire.

Grant funds will be used for contaminated soil excavation, transportation, and disposal, as well as soil cap installation (or other eligible costs).

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

EXHIBIT C
BUDGET AND PAYMENT METHOD

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

The Grant Limitation shall be payable to Grantee as reimbursement for eligible and allowable expenses incurred by Grantee based upon actual costs incurred for Project work. No reimbursement shall be made to Grantee without written approval of the State.

The Grantee may request a maximum of one reimbursement payment per month on forms provided by the State and shall include documentation of Project work completed and the eligible costs incurred by the Grantee.

All of the funds from the EPA Brownfields Cleanup Grant awarded to BRI Development, LLC in 2022 (BF 00A01011) shall be encumbered first before requesting the disbursement of funds from NHDES.

CERTIFICATE OF VOTE

Upon the duly authorized written consent of the Board of Directors of BRI Development, LLC (the "Company"), a wholly-owned subsidiary of Bethlehem Reimagined, Inc., dated February 6, 2023 VOTED that Eric Raichle, the Vice President & Treasurer of the Company, be hereby authorized to execute contracts and bonds in the name of and on behalf of the Company, including without limitation in connection with the New Hampshire Department of Environmental Services Grant Agreement for Site #201703005, Project #37871 (the "Former Sinclair Hotel Site"), and such execution of any contract or obligation in the Company's name on its behalf by such officer shall be binding upon this Company.

I hereby certify that I am the President of the Company and that Eric Raichle is the duly elected officer as stated above of the Company. This vote, by consent, has not been amended or rescinded and remains in full force and effect as of the date signed below.

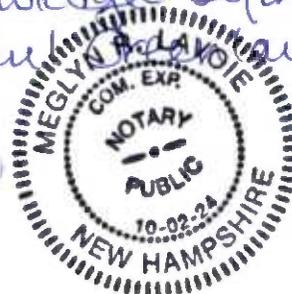
4/24/23
Date

Paul Greenlaw
Paul Greenlaw, President

BRI Development, LLC
State of New Hampshire Nonprofit Organization
Established 2021

This instrument was acknowledged before me on this 24th day of April, 2023 by Paul Greenlaw

Meglyn R. Fawcett



State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BRI DEVELOPMENT LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on February 19, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 863111

Certificate Number: 0006204570



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Geo M Stevens & Son Co 149 Main Street Lancaster NH 03584		CONTACT NAME: Teresa Crossland PHONE (A/C, No, Ext): (603) 788-2555 E-MAIL ADDRESS: tcrossland@gms-ins.com FAX (A/C, No): (603) 788-3901	
INSURED BRI Development LLC & Bethlehem Reimagined, Inc 54 Ridgewood Lane Bethlehem NH 03574		INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus INSURER B: Mount Vernon Specialty Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2342514928 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		NN1518336	04/16/2023	04/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ Excluded Employee Benefits \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors and Officers Liability		NDO2557694D	10/25/2022	10/25/2023	Each Claim 2,000,000 Aggregate 2,000,000

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

This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, and conditions afforded by the policy or policies referenced herein.

CERTIFICATE HOLDER State of NH Dept of Environmental Services	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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April 27, 2023

Michael McCluskey, P.E.
Brownfields Program
Hazardous Waste Remediation Bureau

RE: Workers Compensation Insurance/Brownfields Cleanup Grant, Project #37871

Dear Mike,

Pursuant to your conversation with Don Lavoie, Board Member of BRI Development LLC (BRI), we respectfully request a waiver of the requirement of workers compensation insurance for the BRI Board of Directors. We have a small volunteer Board and no paid employees. As a result, we believe a worker's compensation insurance requirement is unnecessary and creates a needless financial obligation for our organization.

We have included a Certificate of Liability coverage for BRI and will require worker's compensation certificates from all contractors who work on the clean-up project.

Sincerely,

A handwritten signature in blue ink, appearing to be "ER", is written over a light blue circular stamp.

Eric Raichle
Vice President & Treasurer
BRI Development, LLC

Bethlehem Reimagined, Inc. and its subsidiary BRI Development, LLC is an Internal Revenue Service 501(c)3, New Hampshire Non-Profit organization

**Attachment A
Brownfields Cleanup Grant Rankings
Applications and Rankings**

Applicant	City/Town	Site	Requested Grant Amount	Ranking	Comment
BRI Development, LLC	Bethlehem	Former Sinclair Hotel Property	\$200,000¹	1	Fully Funded
City of Franklin	Franklin	Former Stanley Mill	\$200,000	2	Fully Funded
<i>Town of Hillsborough</i>	<i>Hillsborough</i>	<i>Former Woods Woolen Mill</i>	<i>\$200,000</i>	<i>3</i>	<i>Not funded</i>
<i>Town of Winchester</i>	<i>Winchester</i>	<i>A.C. Lawrence Tannery Site</i>	<i>\$200,000</i>	<i>4</i>	<i>Not funded</i>
<i>Town of Lincoln</i>	<i>Lincoln</i>	<i>Proposed Riverfront Park</i>	<i>\$200,000</i>	<i>5</i>	<i>Not funded</i>

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

Grant Reviewer List

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