



The State of New Hampshire  
**Department of Environmental Services**

128



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**Robert R. Scott, Commissioner**

November 29, 2023

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services to award a **SOLE SOURCE** grant to the Blue Ocean Society for Marine Conservation, Inc. (VC #159192-B001), Portsmouth, NH, for a total of \$25,000, to conduct marine debris cleanups, monitoring, and education, effective upon Governor and Council approval through December 31, 2024. 100% Federal Funds.

Funding is available in the following account:

	<u>FY2024</u>
03-44-44-442010-3642-072-500575	\$25,000
Dept. Environmental Services, Coastal Zone Management, Grants – Federal	

**EXPLANATION**

NHDES requests approval of a **SOLE SOURCE** grant agreement with the Blue Ocean Society for Marine Conservation, Inc. (Blue Ocean) to conduct marine debris cleanups, monitoring, and education. This agreement is **sole source** because Blue Ocean is the only organization in New Hampshire that recruits and maintains a substantial volunteer base to conduct regular beach cleanups; coordinates an Adopt-A-Beach program that annually expands its number of clean-up sites; provides marine debris education and public information; and tracks marine debris data for submission to the University of New Hampshire marine debris database. In addition, Blue Ocean has coordinated the annual International Coastal Cleanup in New Hampshire for more than 15 years and has the contacts and volunteer base to hold a successful cleanup.

As part of its grant application to the National Oceanic and Atmospheric Administration (NOAA), the NHDES Coastal Program submits an annual work program, which is reviewed and approved by NOAA. This year’s annual work program includes tasks for marine debris cleanups and education programs, including the coordination of NH’s participation in International Coastal Cleanup Day, an annual worldwide event. These funds are specifically targeted for marine debris cleanup and data collection to broaden marine debris collection and education in communities throughout the coastal region. The purpose of this project is to conduct marine debris collection, monitoring and prevention efforts and to include more areas as clean-up sites as well as increase public awareness of marine conservation issues through improved education and public information efforts. Blue Ocean will use the grant funds to recruit and train new volunteers, conduct monthly cleanups at public beaches, involve local community residents in cleanup events, and identify new cleanup sites for the Adopt-a-Beach Program as well as collect, record and analyze data on the type and amount of debris collected. Additionally, Blue Ocean

will organize and host a workshop for area educators and naturalists in order to increase awareness of local issues, data and resources. Lastly, the project includes funding for Blue Ocean to plan, organize and conduct the 2024 International Coastal Cleanup events in New Hampshire.

Total project costs are budgeted at \$116,058. NHDES will provide \$25,000 of the project costs through a federal grant. Blue Ocean will provide \$91,058 in matching funds. A budget breakdown is provided in Attachment A.

In the event that federal funds become no longer available, general funds will not be requested to support the project.

This agreement has been approved by the Office of the Attorney General as to form, execution and content.

We respectfully request your approval of this item.

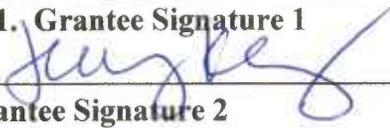
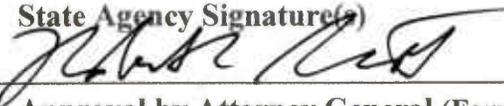
A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

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.

<b>1.1. State Agency Name</b> N.H. Department of Environmental Services		<b>1.2. State Agency Address</b> 29 Hazen Drive Concord, NH 03301	
<b>1.2. Grantee Name</b> Blue Ocean Society for Marine Conservation, Inc.		<b>1.3. Grantee Address</b> 400 Little Harbor Road #1103, Portsmouth, NH 03801	
<b>1.5 Grantee Phone #</b> 603-431-0260	<b>1.6. Account Number</b> 03-44-44-442010-3642-072-500575	<b>1.7. Completion Date</b> December 31, 2024	<b>1.8. Grant Limitation</b> \$25,000
<b>1.9. Grant Officer for State Agency</b> Rebecca Katz, NHDES Coastal Program		<b>1.10. State Agency Telephone Number</b> 603-271-3297	
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."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Jennifer L. Kennedy, Executive Director	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13 State Agency Signature(s)</b> 		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Robert R Scott, Commissioner	
<b>1.15: Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>  By:  (K. Allen Brooks) Assistant Attorney General, On: 12/15/23			
<b>1.16. Approval by Governor and Council (if applicable)</b>  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").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE 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. 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.
- 12.2. 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 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.
- 12.3. 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

- 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.

**Exhibit A**  
**Special Provisions**

Federal Funds paid under this agreement are from a Federal Cooperative Agreement to the State from the US Department of Commerce (DOC), National Oceanic and Atmospheric Administration. All applicable requirements, regulations, provisions, terms and conditions of this Federal Cooperative Agreement are hereby adopted in full force and effect to the relationship between this Department and the Grantee. This includes, but is not limited to, DOC Financial Assistance Standard Terms and Conditions, and 2 CFR part 200.

**Federal Funding Accountability and Transparency Act (FFATA).** The Grantee shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Identifier (UEI) number, and all applicable Executive Compensation Data information as required under the FFATA. The UEI number is RA3ZKPSGDHM8.

## Exhibit B Scope of Services

The goal of the Marine Debris Cleanup and Education Program project is to conduct marine debris cleanups, monitoring, and education in the New Hampshire seacoast. The Blue Ocean Society for Marine Conservation, Inc. (Blue Ocean Society) will perform the following tasks in support of this goal:

**Activity 1:** The Blue Ocean Society for Marine Conservation will involve local communities in beach cleanups and debris monitoring efforts through the extensive use of volunteers; recruit and train new volunteers, and identify new cleanup sites for the “adopt-a-beach” program, with the goal of conducting cleanups at 20+ sites per month. Recruit volunteers through word-of-mouth, presentations and discussions on local whale watch boats and at the Blue Ocean Discovery Center in Hampton Beach, through web sites, blog and social media.

**Activity 2:** Coordinate the 2023 New Hampshire Coastal Cleanup in September and October, held in conjunction with the International Coastal Cleanup. Includes recruiting site coordinators and volunteers, hiring staff to assist with coordination, and obtaining sponsors for materials, refreshments and trash removal. Our goal will be to involve at least 1,000 volunteers in conducting at least 20 cleanups.

**Activity 3:** Collect, record and analyze data on the type and amount of debris collected at the various cleanup sites, including debris collected during the International Coastal Cleanup. Utilize volunteers and interns to enter data into online database. Provide a report of the cleanup results.

**Activity 4:** Host programs (at least 3 programs total) highlighting current research, events and information related to the New Hampshire Coastal Zone. Advertise to volunteers, interns, and the public. Programs may be held in-person or virtually depending on current health and safety conditions.

**Activity 5:** Organize and host a workshop (a minimum of a half-day in length) for area educators, naturalists, and the public to disseminate information related to the New Hampshire coast (including marine debris and project results), with the goal of increasing awareness of local issues, data and resources, and enabling informal educators to better reach their audience. The workshop may be held virtually depending on current health and safety conditions.

### Task Outcomes

#### 1. Interim Report

Prepare an Interim Report that describes activity to date regarding monthly beach cleanups, adopt-a-beach activity, analysis of type and amount of debris collected, programs held, summary of educator/naturalist workshop planning and implementation, and work completed in preparation of the annual New Hampshire Coastal Cleanup.

Outcome End Date: June 2024

## 2. Final Report

Prepare a Final Report that summarizes all activity during the grant period, including monthly beach cleanups, adopt-a-beach activity, analysis of type and amount of debris collected, a summary of programs held, a summary of the educator workshop, and the results of the annual New Hampshire Coastal Cleanup.

Outcome End Date: December 2024

One electronic copy shall be provided in pdf format. The final report shall summarize the project and shall include a financial summary of project costs by federal budget category. In addition, match documentation during the course of the project is required in the final report. An appropriate funding credit using the language quoted below shall appear on all final work products. Logos of sponsoring agencies (NHDES, NHCP & NOAA) shall also appear on the final report.

**Funding credit and ADA Compliance:** All final work products and outreach materials shall include the NOAA, NHDES and NHCP logos and shall state that "This project was funded, in part, by NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the New Hampshire Department of Environmental Services Coastal Program." All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, videos and signage.

**Exhibit C**  
**Method of Payment and Grant Amount**

The State shall pay to the Grantee the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made by the Grantee using a payment request form as supplied by the State, which shall be completed and signed by the Grantee. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement and required matching funds. Documentation of reimbursable and matching costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form. Payments shall be made to the Grantee no more frequently than monthly.

The total reimbursement shall not exceed the grant award of \$25,000.00. Matching funds provided by the Grantee shall total at least \$91,058.00 of non-federal cash and in-kind services.

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BLUE OCEAN SOCIETY FOR MARINE CONSERVATION, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 06, 2002. 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: 398085

Certificate Number: 0005466547



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of November A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

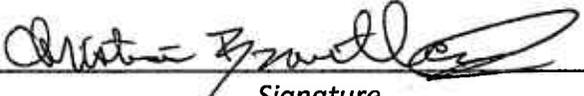
**CERTIFICATE OF AUTHORITY**

I, Christian Brouillard, Chair of the Blue Ocean Society for Marine Conservation, Inc, Board of Directors do hereby certify that:

- (1) I am the duly elected Chair ;
- (2) at the meeting held on October 25, 2023 the Blue Ocean Society for Marine Conservation, Inc. voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Blue Ocean Society for Marine Conservation, Inc. further authorized Jennifer L. Kennedy, Executive Director to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Jennifer L. Kennedy, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Board of Directors of  
(Office of Certifying Officer)  
the Blue Ocean Society for Marine Conservation, Inc., this 25<sup>th</sup> day of October 2023

  
Signature

STATE OF NEW HAMPSHIRE

County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_ the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged him/herself to be the \_\_\_\_\_ of the Blue Ocean Society for Marine Conservation, Inc. being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

\_\_\_\_\_  
(Notary Public Signature)

Commission Expiration Date:  
(Seal)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/16/2023

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).

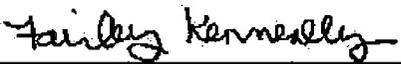
<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		<b>CONTACT NAME:</b> Fairley Kenneally <b>PHONE (A/C, No, Ext):</b> (603) 293-2791 <b>FAX (A/C, No):</b> (603) 293-7188 <b>E-MAIL ADDRESS:</b> fairley@esinsurance.net	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Hartford Casualty Insurance Co	<b>NAIC #</b> 29424
		<b>INSURER B:</b> Traveler's Assigned Risk & W/C	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b> Blue Ocean Society for Marine 400 Little Harbor Rd 1103 Portsmouth NH 03801			

**COVERAGES**                      **CERTIFICATE NUMBER:** 23                      **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			04SBAPQ3455	05/06/2023	05/06/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			6JUB4636P899	04/29/2023	04/29/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N	N / A				E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>	
New Hampshire Department of Environmental Services PO Box 95 Concord NH 03302		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

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**Attachment A  
Budget Estimate**

Item	Federal (NHCP)	Non-federal	Leveraged Funds	Match Type*	Total
Personnel	18,018	86,058		C, K	104,076
Fringe	3,784	0			3,784
Equipment	0	0			0
Travel	346	5,000		K	5,346
Supplies	1,000	0			1,000
Sub-Contractual	0	0			0
Construction	0	0			0
Other	0	0			0
Indirect	1,852	0			1,852
<b>Totals</b>	<b>25,000</b>	<b>91,058</b>			<b>116,058</b>

\* Match Type: Indicate "C" if cash match; "K" if in-kind