



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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March 27, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE-SOURCE** contract with The Mount Desert Island Biological Laboratory (VC# 530688), Bar Harbor, ME, in the amount of \$125,000 to provide services for the Safe Drinking Water Communicating Data Project which will support NH secondary school teachers to implement a curriculum to help students ensure that their household drinking water is safe, effective upon Governor and Council approval through July 31, 2028. 100% Federal Funds.

Funds are available in the following account.

03-44-44-442010-4790-102-500731

FY 2025
\$125,000

Dept. Environmental Services, DWSRF Loan Management, Contracts for Program Services

EXPLANATION

NHDES requests approval of a **SOLE SOURCE** contract with the Mount Desert Island Biological Laboratory (MDIBL) to enroll and support New Hampshire secondary school teachers to implement a curriculum that helps students ensure that their household drinking water is safe. The Safe Drinking Water Communicating Data Science Program enables teachers to educate and work with students from households that rely on private wells for their drinking water. MDIBL, is an independent non-profit research institution, and collaborates with Dartmouth College to administer the program. There is no other program similar to this for teachers in New Hampshire, therefore this contract is **SOLE SOURCE**.

The MDIBL contract will allow up to five new NH teachers to be enrolled in the Safe Drinking Water Communicating Data Science Program over a three-year period. It is anticipated that approximately 1000 students will participate and assess the quality of the drinking water from their private wells. Students from towns primarily served by private wells will engage as citizen scientists as they collect well water samples from their homes and have them analyzed for arsenic and other common naturally occurring metals in New Hampshire's groundwater. Students will also learn about water treatment options when contaminants may be present in their water to pose a health risk. Lastly, the program will educate students on how to analyze the data and communicate their findings to their parents and the community.

In the event federal funds become no longer available, general funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

Robert R. Scott
Commissioner

www.des.nh.gov

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03302	
1.3 Contractor Name MDI Biological Laboratory The Mount Desert Island Biological Laboratory		1.4 Contractor Address 159 Old Bar Harbor Road Bar Harbor, Maine 04609	
1.5 Contractor Phone Number 207-288-9880	1.6 Account Unit and Class 03-44-44-441018-4790-102	1.7 Completion Date 7/31/2028	1.8 Price Limitation \$125,000
1.9 Contracting Officer for State Agency Amy Hudnor, Drinking Water & Groundwater Bureau		1.10 State Agency Telephone Number 603-271-5986	
1.11 Contractor Signature Claudine Lurvey <small>Digitally signed by Claudine Lurvey Date: 2025.02.22 16:16:39 -05'00'</small>		1.12 Name and Title of Contractor Signatory Claudine D. Lurvey VP of Finances	
1.13 State Agency Signature  Date: 3/27/25		1.14 Name and Title of State Agency Signatory Robert R. Scott NHDES Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Keely Lovato</u> On: <u>09/01/2026</u>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods; or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision 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 Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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, papers, and documents, all whether finished or unfinished.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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 given in blocks 1.2 and 1.4, herein.

18. 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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. 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 with respect to the subject matter hereof.

Exhibit A
Special Provisions

Paragraph 10 of the P-37 General Conditions is modified to add the following:

10.4 MDIBL is granted a non-exclusive, worldwide, perpetual license to use and publish water well data and water quality data obtained under this Agreement for non-commercial purposes. Publicly available data shall be limited to sample results and location and be made public only after parental permission is received by MDIBL. MDIBL will not make public any student personal identifiable information (PII). PII is defined as information: (i) that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.) or (ii) by which an agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification. (These data elements may include a combination of gender, race, birth date, geographic indicator, and other descriptors).

Exhibit B
Scope of Services

Up to 5 New Hampshire (NH) teachers will be enrolled in the Communicating Data project. Communicating Data is promoting environmental health literacy through science communication and intergenerational learning in a safe drinking water citizen science project. Communicating Data is managed by Mount Desert Island Biological Lab (MDIBL) and Dartmouth College and serves NH and Maine. Communicating Data will work with secondary school teachers who are paired with scientist partners to plan classroom projects for earth-science, biology and classes. Students will engage as citizen scientists as they collect well water samples from their homes, which are analyzed for arsenic and other common naturally occurring metals in NH groundwater. Students learn about the well contaminants and water treatment options, analyze the data and communicate their findings to their parents and the community. NH teachers who serve communities with a heavy reliance on private wells will be encouraged to apply to the New Hampshire Department of Environmental Services (NHDES) for enrollment in Communicating Data. The increased teacher participation in Communicating Data will greatly expand the water testing of private wells in NH and the education of youth and families in the importance of water testing for private well households and mitigation for impacted families.

TASK 1 – ORIENTATION AND TRAINING OF NEW NH TEACHERS

MDIBL will coordinate and hold an orientation and training of up to five NH teachers newly enrolled in Communicating Data. Teachers will attend a training held at Dartmouth Medical Center that will orient them to the Communicating Data program and prepare them to begin to implement the program with their students. Networking with other teachers and scientist partners will be included in the training.

Contractor Initials CL
Date 2/22/25

TASK 2 – ONGOING SUPPORT OF TEACHERS AND STUDENTS

Task 2.1 – Continued Support for Teachers

MDIBL will provide teachers with on-going training, curriculum resources, and administrative support, including:

- Each teacher will be connected with a scientist partner from a New Hampshire college or university to plan and implement the project. The scientist partners will provide ongoing support for teachers throughout the project.
- Teachers will be invited to weekly “Updates and Inputs” or U&I meetings, often with a guest speaker on a topic relevant to the project. In collaboration with Dartmouth Cancer Center, MDIBL is creating a “Community Medical School” that parents and students can attend together and learn about STEM careers relevant to the project.
- Teachers will be invited to attend a workshop each summer at MDIBL to further their training, meet with other teachers in the program and collaborate with scientist partners.
- Teachers will have access to a continually updated website at allaboutarsenic.org. Students can explore the drinking water dataset using the data literacy software Tuva. A unique platform for the drinking water dataset in Tuva is at www.arsenicdata.tuvalabs.com.

Task 2.2 – Water Testing

NHDES will recruit teachers to enroll in the program from communities with a heavy reliance on private wells for their drinking water. Teachers, their students and other community members will collect water samples from their home drinking water. Teachers will receive water samples from students with completed datasheets and parental permission slips. They will register sample information in the citizen science data portal anecdata.org. Then they will ship the samples to the Trace Element Analysis Core (TEAC) at Dartmouth College for analysis.

TEAC participates in the U.S. Geological Survey (USGS) proficiency program for water quality measurements, which conducts an inter-laboratory comparison study semiannually. The samples will be analyzed using ICP Mass Spec for As, Ba, Be, Cd, Cr, Cu, Fe, Mn, Ni, Pb, Sb, Se, U, and Zn.

After water analysis by TEAC, datasheets are sent to MDI Biological Laboratory (MDIBL) for QA/QC with sample registrations in Aneccdata. MDIBL uploads metals data received from TEAC into Aneccdata. All households are emailed their sample results and provided with information

Contractor Initials CL
Date 2/22/25

about well water treatment options to remove harmful levels of metals from their drinking water.

Task 2.3 – Communicating Data

Teachers work with their students to learn about water treatment options for households that have exceedances of the metals. Thus many households will install water treatment and be protected from future exposure as a result of enrolling new teachers in the program. Students will also learn how to analyze the data they are collecting on water quality in the community's groundwater. They will work with Tuva, a data literacy software that enables students to visualize, analyze and explain data. Teachers will work with students to communicate data on water quality to their communities, using the Science Communication Toolkit. Outreach may include presentations to town selectboards, creating and sharing videos or story maps, or writing letters to the media.

Project outcomes include a large publicly available dataset, family and community conversations about private well water and mitigation of contaminants, and increased community awareness and improved public health. The addition of five new NH teachers into the program from 2025-2028 is expected to yield over 1,000 additional youth and families that will have their private well water tested, family conversations about drinking water, and increased awareness of the need to test well water and protect themselves from contaminants. Awareness will also be raised in the communities of the additional schools enrolled in Communicating Data, leading to improved public health in these communities.

Exhibit C **Method of Payment**

All services shall be performed to the satisfaction of the NHDES before payment is made. Reimbursement requests for program costs shall be made by the Contractor using a payment request form, which shall be completed and signed by the Contractor. The payment request form shall be accompanied by proper supporting documentation, including costs incurred per task and any relevant deliverables. Payments shall be made to the Contractor no more frequently than monthly.

NHDES may make partial payment where invoiced rates or mark-ups are not in accordance with the contract rates terms and conditions, or where the approved assignment budget has been exceeded without NHDES's written approval. Copies of marked-up invoices may be provided to the contractor.

Eligible costs include water sampling analysis, teacher and scientist partner stipends, classroom awards, orientation and training, software subscriptions and administration costs not to exceed \$125,000.

Contractor Initials CL
Date 2/22/25

Changes to the Scope of Services require NHDES approval in advance. All work must be completed by the completion listed on the contract agreement (Section 1.7).

The billing address shall be as follows:

Attn: Amy Hudnor
Email: Amy.C.Hudnor@des.nh.gov
New Hampshire Department of Environmental Services
Drinking Water and Groundwater Bureau
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095

**Claudine
Lurvey** Digitally signed by
Claudine Lurvey
Date: 2025.02.22
16:19:25 -05'00'

Contractor Initials CL
Date 2/22/25

Certificate of Authority

I, **Janis L. Coates, Ph.D.**, hereby certify that I am duly elected Secretary of **The Mount Desert Island Biological Laboratory**.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Trustees, duly called and held on **November 16, 2024**, at which a quorum of the Trustees were present and voting.

VOTED:

That the following individuals:

- Thomas A. Boyd, Ph.D., Treasurer
- Hermann Haller, M.D., President
- Claudine Lurvey, Vice President of Finances
- Jacob Wright, Controller

are duly authorized to enter into contracts or agreements on behalf of The Mount Desert Island Biological Laboratory with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: December 27, 2024

ATTEST: Jan Coates
Jan Coates (Dec 27, 2024 09:14 EST)
(Name & Title)
Janis L. Coates, Ph.D., Secretary

MDIBL Certificate of Authority - November 2024 for signature

Final Audit Report

2024-12-27

Created:	2024-12-26
By:	Claudine Lurvey (clurvey@mdibl.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-cG-2VO2b2p7yjbSCHwG-H8_xttfo9DX

"MDIBL Certificate of Authority - November 2024 for signature" History

-  Document created by Claudine Lurvey (clurvey@mdibl.org)
2024-12-26 - 8:26:16 PM GMT
-  Document emailed to Jan Coates (jcoates@islandreadersandwriters.org) for signature
2024-12-26 - 8:26:39 PM GMT
-  Email viewed by Jan Coates (jcoates@islandreadersandwriters.org)
2024-12-27 - 2:13:10 PM GMT
-  Document e-signed by Jan Coates (jcoates@islandreadersandwriters.org)
Signature Date: 2024-12-27 - 2:14:29 PM GMT - Time Source: server
-  Agreement completed.
2024-12-27 - 2:14:29 PM GMT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/20/2025

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 Cross Insurance - MDI 1201 Bar Harbor Rd Trenton ME 04605		CONTACT NAME: Deborah Parker PHONE (A/C, No, Ext): (207) 276-9800 FAX (A/C, No): (207) 276-4034 E-MAIL ADDRESS: deborah.parker@crossagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Acadia Ins Co.	NAIC # 31325
		INSURER B: Union Insurance Company	25844
		INSURER C: Maine Employers Mutual Ins Co	11149
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2522005625 **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 <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:			CPA027035624	12/31/2024	12/31/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 200,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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			CAA0270357-26	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Medical payments	\$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUA0270359-26	12/31/2024	12/31/2025	EACH OCCURRENCE	\$ 6,000,000
							AGGREGATE	\$ 6,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1810098296	12/31/2024	12/31/2025	PER STATUTE OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							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)

CERTIFICATE HOLDER New Hampshire Dept of Environmental Sciences 29 Hazen Drive Concord NH 03302	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 <i>Deborah Parker</i>
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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 THE MOUNT DESERT ISLAND BIOLOGICAL LABORATORY is a Maine Nonprofit Corporation registered to transact business in New Hampshire on December 09, 2024. 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: 976571

Certificate Number : 0006839408



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of December A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State