The State of New Hampshire
Department of Environmental Services
Robert R. Scott, Commissioner

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May 6, 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 contract with Great Bay Marine, Inc. (VC# 154266-B001), Newington, NH, in the amount of $3,000 for the operation and maintenance of their boat sewage pumpout facility, effective as of July 1, 2025 through March 31, 2027, upon Governor and Council approval. 100% federal funds.

Funds are available in the following account, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified. Funding for fiscal year 2026-2027 is contingent upon availability and continued appropriation of funds.

	FY 2026	FY 2027
03-44-44-442010-2061-072-500572 Dept. of Environmental Services, Clean Vessel Act, Grants – Federal	$1,500	$1,500

EXPLANATION

This request is to assist Great Bay Marine in cost recovery for the operation and maintenance of the boat sewage pumpout facility. Costs that will be covered include pumpout facility related activities such as plumbing costs, septic system supplies, personnel time, minor repairs, supplies, sewage removal fees, and compensation for completing and submitting pumpout logs. This funding request will reimburse 75% of the cost of operation and maintenance. The marina will supply a minimum 25% contribution towards the total through cash or in-kind services.

The request requires Governor and Council approval because Great Bay Marine currently receives state funding in excess of the G&C $10,000 threshold for services, grants, and contracts.

The NHDES receives grant funds from the U.S. Fish and Wildlife Service under the provisions of the Clean Vessel Act (CVA). These grants are used to implement an operation and maintenance (O&M) reimbursement program for boat sewage pumpouts. This reimbursement program helps to ensure New Hampshire's existing pumpout stations remain in proper working condition and protect the water quality of the state's lakes.

O&M funding availability is advertised on the NHDES website as well as during annual site visits. Interested applicants submit site and pumpout facility information to the CVA program for review and approval. Participation is limited to facilities willing to comply with the scope of services (Exhibit B of the Agreement), most notably the availability of the pumpout services to the public for five dollars or less per service. Funds are awarded on a first come, first served basis.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

We respectfully request your approval of this item.

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 DR CONCORD NH 03301	
1.3. Grantee Name GREAT BAY MARINE		**1.4. Grantee Address** 61 BEANE LN NEWINGTON NH	
1.5 Grantee Phone # 603-436-5299	**1.6. Account Number** 03-44-44-442010-2061-72	**1.7. Completion Date** 3/31/27	**1.8. Grant Limitation** $ 3,000
1.9. Grant Officer for State Agency JAKE REYNOLDS - CVA PROGRAM COORD.		**1.10. State Agency Telephone Number** 603-271-8803	
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** SEAN M MCKENNA, GENERAL MANAGER	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
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:** 5/8/2025			
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").

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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

8. with, the entity identified as the Grantee in block 1.3 of these provisions

8.1. PERSONNEL.

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

8.2. to perform such Project under all applicable laws.

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

8.3. the State, or who is a State officer or employee, elected or appointed.

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

9. Officer, and his/her decision on any dispute, shall be final.

9.1. DATA: RETENTION OF DATA: ACCESS.

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

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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 intend 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.

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2/27/25

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EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions included with this contract agreement.

Initial SM
Date 7/7/25

EXHIBIT B
SCOPE OF WORK

The Grantee shall:

A. Be a marina that has a boat sewage pumpout station that is in working order and in compliance with all applicable state and local permit and health requirements and all applicable state and local codes;
B. Maintain the pumpout station to be used for the collection of boat sewage only, and no bilge water or oily waste is or will be collected; and
C. Maintain the pumpout station in a location such that it is reasonably available to transient boats of sufficient size to be equipped with holding tanks.
D. Make the pumpout station at the Marina available to the general public during the Marina's regular business hours throughout the Operations Period in accordance with the terms of this Agreement. The Grantee will not discriminate against any person on the basis of sex, age, handicap, race, color, creed, or national origin, in the use of the pumpout station.
E. Not charge a fee in excess of $5.00 per pumpout service.
F. Ensure the public is reasonably able to make use of the pumpout station.
G. Display a sign, provided by Department, that is viewable by the public and indicates the facility is equipped to receive boat sewage.
H. Be fully responsible for consequences resulting from improper operation of the pumpout.
I. Keep pumpout usage logs throughout the Operations Period on forms provided by the Department. Usage logs will contain each pumpout service performed at the marina during the boating season and the fees that were collected, if any.
J. Notify the Department if the pumpout station will be out of service for longer than 3 consecutive days, by emailing CVA@des.nh.gov or by calling (603) 271-8803 and leaving a message if the call is not answered in person. The Grantee will fix any operational problems on a schedule as agreed upon by the Department and will notify the Department when the pumpout station is back in service.
K. Notify the Department if the pumpout station requires unusual/unforeseen repairs that may cause the total eligible expenses to be more than the limit in a given year as designated in Exhibit C, by emailing CVA@des.nh.gov or by calling (603) 271-8803 and leaving a message if the call is not answered in person.
L. Delay the opening of the pumpout station until after April 1st or winterize the system prior to November 30th if unusually cold or severe weather places the pumpout station at risk of damage. No penalty shall be incurred by the Grantee for a delayed opening or early shutdown that is due to a reasonable cause.
M. Request an exception to the grant limit if the marina encounters expenses above the annual grant price limit due to unforeseen and unusual maintenance problems. If the request is approved, the marina may be awarded additional funding subject to availability and the approval effective date.
N. Notify the Clean Vessel Act Program Coordinator at NHDES in the event of the need for additional repair funds, at which time NHDES shall determine availability of extra funds, and work with the marina to secure those funds.

Initial AM
Date 3/3/25

This Agreement shall become effective upon Governor and Council approval, with eligible expenses incurred between July 1, 2025 and March 31, 2027.

Initial AM

Date 3/3/25

EXHIBIT C
GRANT AWARD

Federal funds paid under this agreement are from a grant to the State of New Hampshire from U.S. Fish and Wildlife Service, Sport Fish Restoration and Boating Trust Fund under the Clean Vessel Act (CFDA #15.616). All applicable requirements, regulations, provisions, terms and conditions of this federal grant agreement are hereby adopted in full force and effect to the relationship between this Department and the Grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing the Department with their Data Universal Numbering System (DUNS) number.

I. Specifications

A. The grant award is limited to $3,000, for tasks as outlined in Exhibit B and the attached project budget estimate (Attachment A), and in further specifications below, and is contingent upon funds appropriated by the U.S. Fish and Wildlife Service under the Clean Vessel Act (CFDA # 15.616).

B. If the Grantee complies with all terms of this Agreement, the Department agrees to pay 75 percent of the total cost of operations and maintenance (O&M) expenses for the pumpout facility, minus income from pumpout fees. Maximum reimbursement for eligible costs shall be as follows:
   1. $1,500 per fiscal year for O&M expenses.

C. Invoices submitted by the Grantee may include the following items:
   1. $350 for keeping and submitting a pumpout usage logbook and, if applicable, a record of pumpout fees.
   2. Time paid to marina staff operating, maintaining, or repairing the pumpout. Time paid to marina staff educating the public on pumpout/waste discharge related issues may also be included. The marina must submit the name of the employee, the date(s) the employee worked, the nature of the work performed, the wage per hour for the employee, and the total hours worked for each task. Marinas that use volunteer/unpaid staff are not eligible to claim this expense for reimbursement; however, volunteer time can be used as part of the 25% required match.
   3. Additional expenses (supported by documentation of payment such as copies of paid receipts and cancelled checks) including but not limited to:
      - Payments to licensed plumbers and/or electricians for pumpout related expenses;
      - Purchase of pumpout replacement parts/equipment;
      - Payments to licensed sewage haulers for the emptying of marina boat waste holding tanks;
      - Pumpout winterization; and
      - Municipal sewage connection fees. This expense applies only to the portion of a marina's sewage bill that pertains to the pumpout.

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Date 3/3/25

II. Reimbursement Requests

A. Invoices for reimbursement should be submitted as soon as possible after applicable costs are incurred by the marina, and at least 15 days before the end of the state fiscal year for which the payment will be billed (June 30th of each year of the grant agreement).

B. The Department will consider reimbursement requests submitted between the effective start date and the effective end date for each state fiscal year (SFY). Any reimbursement request submitted after this date range will be considered at the discretion of the Department.

C. To request reimbursement, the Grantee must complete and submit a reimbursement request to the Department. The reimbursement request must include the following:
   1. An O&M or minor repair invoice outlining expenses; and,
   2. Copies of paid receipts, cancelled checks, paid invoices and/or any additional documentation supporting eligible, paid expenses for the pumpout facility; and,
   3. If applicable, the completed pumpout station usage logs that were supplied by the Department. The pumpout station usage logs are required for O&M reimbursement requests only.

D. The Department will review the submittal and calculate/verify the reimbursement amount. The Department may, at its discretion, deny, reduce, or increase payment to the Grantee. Reimbursement may be denied or reduced if the request contains insufficient supporting information or erroneous data, if the expenses detailed are not reimbursable, if any item of required documentation is not included, or if the minimum 25 percent contribution is not met. The following provisions will apply to the reimbursement calculation:
   1. If income from pumpout fees exceeds eligible expenses, the amount of the excess will be carried forward to the following year's O&M funding Agreement, if one is offered, and incorporated into reimbursement calculations for that year.
   2. If pumpout station annual O&M expense exceeds the maximum reimbursement of $1,500, the deficit will be carried forward and incorporated into O&M reimbursement (if one is offered) calculations for that year.
   3. No excess as described in D.1. or deficit as described in D.2. will be carried forward more than one year.
   4. The availability of future O&M funds cannot be guaranteed.

E. O&M Funds will not be provided to the Grantee if:
   1. The Marina's pumpout station is out of service for longer than 14 days, whether consecutively or not, unless the cause of closure is first discussed with and agreed upon by the Department.
   2. During the Operations Period, the Department receives three or more complaints from boaters regarding the availability of the Marina's pumpout station and the Grantee has not, in each instance, notified the Department first that a problem exists.
   3. The Department will determine at its sole discretion if documentation for payment or documentation related to any other stipulation in this Agreement is valid and complete. Any documentation determined by the Department to be invalid, incomplete, or for any other reason unusable will be rejected. Any payments or other actions to be performed by the Department that were contingent on the rejected documents will not be

Initial AM
Date 9/3/25

performed until such a time as proper documentation, as determined by the Department, are proffered.

4. In the event of a failure on the part of the Grantee to comply with any provision of this Agreement, the Department may, at its sole discretion, without any liability to the Grantee, deny or reduce payment to the Grantee and/or immediately terminate this agreement.

F. Invoices are subject to the approval of the Grant Officer before payment is processed. Invoices may be mailed to the billing address as listed below, scanned and sent to CVA@des.nh.gov, or submitted using an online system that is permitted by the Department.

ATTN: Watershed, CVA Program
NH Dept. of Environmental Services
29 Hazen Drive, P.O. Box 95
Concord, NH 03302-0095

Initial AM
Date 3/7/25

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 GREAT BAY MARINE, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on November 14, 1957. 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: **14075**

Certificate Number: **0007070369**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of February A.D. 2025.

David M. Scanlan

Secretary of State

State of New Hampshire
Department of State
2025 ANNUAL REPORT

Filed
Date Filed: 1/17/2025
Effective Date: 1/17/2025
Business ID: 14075
David M. Scanlan
Secretary of State

BUSINESS NAME:	**GREAT BAY MARINE, INC.**
BUSINESS TYPE:	**Domestic Profit Corporation**
BUSINESS ID:	**14075**
STATE OF INCORPORATION:	**New Hampshire**

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
61 BEANE LANE NEWINGTON, NH, 03801, USA	**61 BEANE LANE NEWINGTON, NH, 03801, USA**

REGISTERED AGENT AND OFFICE	
REGISTERED AGENT:	**Brown, David S, Esq**
REGISTERED AGENT OFFICE ADDRESS:	**Colliander Field & Brown PA 126 Daniel Street 100 Portsmouth, NH, 03801, USA**

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / MARINE SERVICES (1999 AR)	

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Peter J. Griffin	**61 Beane Lane, Newington, NH, 03801, USA**	**President**
Sarah L. Gold	**61 Beane Lane, Newington, NH, 03801, USA**	**Vice President**
David S. Brown	**126 Daniel Street Suite 100, Portsmouth, NH, 03801, USA**	**Secretary**
Maria Ameglio Guzman	**61 Beane Lane, Newington, NH, 03801, USA**	**Treasurer**
Nancy Griffin Ameglio	**61 Beane Lane, Newington, NH, 03801, USA**	**Director**

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: **Authorized Signer**
Signature: **Peter J. Griffin**
Name of Signer: **Peter J. Griffin**

Certificate of Authority # 1 *(Corporation, Non-Profit Corporation)*

Corporate Resolution

I, PETER J GRIFFIN, **hereby certify** that I am duly elected PRESIDENT of
(Name) *(Office)*

GREAT BAY MARINE, INC. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on FEBRUARY 20, 2025,

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That SEAN M MCKENNA (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

GREAT BAY MARINE, INC with the State of New Hampshire and any of
(Name of Corporation)

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: 2/21/25 **ATTEST:** _____
(Name & Title)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/29/2025

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-Laconia
155 Court Street
Laconia NH 03246

CONTACT NAME: Sarah Cullen, AINS, ACSR
PHONE (A/C, No, Ext): (603) 524-2425 FAX (A/C, No): (603) 524-3888
E-MAIL ADDRESS: sarah.cullen@crossagency.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hanover Ins Co.	22292
INSURER B:	Citizens Ins Co of America	31534
INSURER C:	Hanover American Insurance Co.	36064
INSURER D:	ACE American Ins Co	22667
INSURER E:		
INSURER F:		

INSURED
Great Bay Marine, Inc.
61 Beane Lane
Newington NH 03801

COVERAGES **CERTIFICATE NUMBER:** CL2542913332 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			IHV9929395	05/03/2025	05/03/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AWV9922656	05/03/2025	05/03/2026	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	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			IHV9929439	05/03/2025	05/03/2026	EACH OCCURRENCE	$ 7,000,000
							AGGREGATE	$ 7,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WZV9922617	05/03/2025	05/03/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
D	Pollution Liability			TBA	05/03/2025	05/03/2026	Per storage tank Incident	1,000,000
							Aggregate Limit	2,000,000

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

RE: Grant Renewal

CERTIFICATE HOLDER

New Hampshire Department of Environmental Services
29 Hazen Drive
Concord NH 03301

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

Sarah Cullen

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