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DEC 0 3 2025

New Hampshire
Department of Agriculture, Markets, and Food
Shawn N. Jasper, Commissioner

LIVE FREE OR DIE

November 13, 2025

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

REQUESTED ACTION

1. Authorize the New Hampshire Department of Agriculture, Markets, and Food, to enter into a grant agreement with Virgin Oyster Company, LLC (VC# 276780), Dover, NH, for the Resilient Food Systems Infrastructure Program in the amount of $25,492.47, effective upon Governor and Council approval through May 1, 2027. **100% Federal Funds.**

2. Further authorize an advance payment in the amount of $25,492.47 to Virgin Oyster Company, LLC, Dover, NH, in accordance with the terms of the agreement, effective upon Governor and Council approval. **100% Federal Funds.**

Funding is available in account Resilient Food Sys Infra as follows

	FY 26
02-18-18-180010-28710000-072-502683 – Subaward Payments	$25,492.47

EXPLANATION

The Resilient Food Systems Infrastructure Program is a USDA funded grant program intended to serve middle-of-the-supply-chain needs to add value and provide more, new, and better markets for locally or regionally produced food.

The funds are intended to support expanded capacity for the aggregation, processing, manufacturing, storing, transporting, wholesaling, and distribution of locally and regionally produced food products.

This project will support Virgin Oyster Company, LLC, Dover, NH, to purchase specialized cold storage equipment. This project was selected by a review panel comprised of industry relevant experts and subsequently approved by USDA to be aligned with the eligibility criteria for the Resilient Food Systems Infrastructure Program.

The department has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required level of insurance, and has provided evidence of authority to

execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

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

Respectfully submitted,

Shawn N. Jasper
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 Department of Agriculture, Markets, and Food		**1.2. State Agency Address** 1 Granite Place South, Concord, NH 03301	
1.3. Grantee Name Virgin Oyster Company, LLC		**1.4. Grantee Address** 19 Tuttle Lane, Dover, NH 03820	
1.5 Grantee Phone # 781-367-6294	**1.6. Account Number** 28710000	**1.7. Completion Date** May 1, 2027	**1.8. Grant Limitation** $ 25,492.47
1.9. Grant Officer for State Agency Joshua Marshall		**1.10. State Agency Telephone Number** 603-271-3551	
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** Brian Germano Owner	
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)** JOSH MARSHALL - ASST. COMMISSIONER	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** /s/*Louise D. Williams* **Assistant Attorney General, On:** 11/13 25			
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").

11/18/25

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; OTHER 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 conflicting 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, photoprint 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 OF 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 not 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 paragraph 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

10/18/2025

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.

11. 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, workman'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 $100,000 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 C hereto are incorporated as part of this agreement.

10/18/25

Exhibit A, Special Provisions

A.1 If the date for commencement for Exhibit A precedes the Effective Date all services performed by the Grantee between the commencement date and the Effective Date shall be performed at the sole risk of the Grantee and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the Grantee for any costs incurred or services performed.

Exhibit B, Scope of Work

B.1 The grantee shall utilize awarded Resilient Food Systems Infrastructure Program (RFSI) funds (USDA-AMS Award #23RFSINH0012) for project titled "Creating Resilience for Local Shellfish Farmers in Post-Harvest Cold Chain Systems at Virgin Oyster Co." to purchase specialized cold storage equipment as detailed in the grantee's Grant Proposal as approved by USDA, which is hereby incorporated by reference.

B.2 Outcomes shall be measured in accordance with the Expected Performance Measures section of the grantee's Grant Proposal, increasing capacity in the middle of the supply chain and economic viability of local/regional producers and processors.

B.3 **Compliance.** All project work shall be managed by the grantee who shall be responsible for all project development and oversight. This includes adhering to applicable federal grant uniform administrative requirements as specified in the Code of Federal Regulations and other federal requirements as follows:

a. Grant funds awarded to state, local, and Tribal governments; public and private colleges and universities; and non-profit organizations are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in 2 CFR part 200 and 2 CFR part 400.
b. Grant funds awarded to federal government entities are subject to the Uniform Administrative Requirements and Cost Principles for Federal Awards contained in 2 CFR part 200 and 2 CFR part 400.
c. Grant funds awarded to For-Profit Organizations are subject to the Uniform Administrative Requirements contained in 2 CFR part 200 and 2 CFR part 400, and the Cost Principles contained in the Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations, codified at 48 CFR 31.2.
d. Recipients are responsible for the consistent application of the Federal regulations to the RFSI grant funds including the USDA AMS General Terms and Conditions and the RFSI Program Specific Terms and Conditions.
e. The CFR is accessible on the National Archives and Records Administration website and in the Electronic Code of Federal Regulations at www.ecfr.gov.

B.4 **Prior Approval Requirements:** To make any changes to proposed equipment purchases, the grantee must submit a written request detailing the desired changes and obtain written approval from the New Hampshire Department of Agriculture, Markets, and Food (DAMF). Certain changes may also require approvals from the US Department of Agriculture, Agricultural Marketing Service and or Governor and Executive Council.

Brian Lemaco

10/8/25

B.5 **Reporting/Monitoring:** The grantee will submit documentation to DAMF confirming the purchase of eligible equipment as detailed in the grantee's Grant Proposal as approved by USDA. The grantee is required to submit an Annual Performance Report (template provided by USDA-AMS) during each year of the project. Grantee is also subject to monitoring site visits from DAMF and/or University of New Hampshire Cooperative Extension staff.

B.6 **Records:** Record retention and accessibility is governed by 2 CFR 200.333 and 200.337. The grantee must retain financial records, project records, and supporting documents for a period of three years from the date the Grant Agreement is closed

Exhibit C, Payment

C.1 The State shall disburse a maximum of $25,492.47 for the purposes of the project described in Exhibit B as an advance disbursement.

C.2 **Payment Process:** In order to receive payment, Grantee must first be registered with the New Hampshire Department of Administrative Services (DAS) for a State of New Hampshire vendor number. If Grantee already has a vendor number and supplied it to DAMF, initial payment will be made once we receive Governor and Council approval. If Grantee does not already have a vendor number, registration is available at:
https://apps.das.nh.gov/vendorregistration/(S(rnkbxvilloscaesvql1n3np2))/welcome.aspx.

C.3 **Method of Disbursement:** Payment by the State shall be completed by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

Brian Kennedy

10/18/25

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 VIRGIN OYSTER COMPANY, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 05, 2014. 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: **705162**

Certificate Number: **0007065660**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of February A.D. 2025.

David M. Scanlan
Secretary of State

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Brian Gennaco (Name), **hereby certify** that I am the sole Partner, Member or Manager and the sole officer of Virgin Oyster Company, LLC (Name of Partnership or LLC) a limited liability partnership under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization **shall remain valid for thirty (30)** days from the date of this Corporate Resolution.

DATED: 10/18/25

ATTEST: Brian Gennaco, Sole Member/Owner
(Name & Title)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/21/2025

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
Bankers Insurance, LLC
4253 Lankford Hwy
Exmore VA 23350

License#: 0267070

CONTACT NAME: Gayle Ashby
PHONE (A/C, No, Ext): 757-666-7180 FAX (A/C, No): 757-442-4149
E-MAIL ADDRESS: gashby@bankersinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Scottsdale Insurance Company	41297
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Virgin Oyster Company, LLC
19 Tuttle Lane
Dover NH 03820

VIRGOYS-01

COVERAGES **CERTIFICATE NUMBER:** 113772829 **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			CPS8234376	6/14/2025	6/14/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

New Hampshire Department of Agriculture, Markets, and Food
1 Granite Place South
Suite 211
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

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2025

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
PAYCHEX INSURANCE AGENCY, INC.
225 KENNETH DRIVE
ROCHESTER, NY 14623

CONTACT NAME: Paychex Insurance Agency Inc
PHONE (A/C, No, Ext): 877-266-6850 FAX (A/C, No): 585-389-7426
E-MAIL ADDRESS: certs@paychex.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HARTFORD UW INS COMPANY	112511
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
VIRGIN OYSTER COMPANY
19 TUTTLE LANE
DOVER, NH 03820-4919

COVERAGES **CERTIFICATE NUMBER:** **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Ub-A4218128	10/9/2025	10/09/2026	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							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)

CERTIFICATE HOLDER

New Hampshire Department of Agriculture, Markets, and Food
1 GRANITE PLACE SOUTH
SUITE 111
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
Mary P Storie

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USDA Agricultural Marketing Service
U.S. DEPARTMENT OF AGRICULTURE

The RFSI Equipment-Only Grant Proposal should include a project narrative that describes the overall scope of the project and how it aligns with the program goals and priorities. ***Applicants must attach documentation to substantiate the costs of each piece of equipment, which can include contracts, catalog pricing, or binding quotes provided by license commercial entities.***

APPLICANT INFORMATION

Applicant Organization Name:	Virgin Oyster Company, LLC
UEI:	[redacted]
Phone Number:	781-367-6294
Email Address:	brian@virginoyster.com

Physical Address

Street:	19 Tuttle Lane
City:	Dover
State:	New Hampshire
Zip:	03820

Mailing Address (If different from above)

Street:	
City:	
State:	
Zip:	

PRIMARY POINT OF CONTACT

List the person who will be the main contact for any correspondence and is responsible for signing any documentation should the grant be awarded.

Name:	Brian Gennaco
Title:	Owner
Phone Number:	[redacted]
Email Address:	[redacted]

DISTRESSED COMMUNITIES INDEX

Using the Distressed Communities Index Map, provide the community distress score for the county(ies) benefiting from your project.

Note: U.S. Territories are not required to submit Distressed Communities Index data.

Click the + or - button to add or remove items as needed.

FOR EXAMPLE:

County 1: Enter County name *Distress Score1: Enter County Distress Score*
County 2: Enter County name *Distress Score2: Enter County Distress Score*

+	County	Distress Score
-	Strafford	18.411
-		

TYPE OF APPLICANT

Select applicant type:

☒ **Agricultural producers or processors**, or groups of agricultural producers and processors.

☒ **For-profit entities** operating middle-of-the-supply-chain activities such as processing, aggregation, or distribution of targeted agricultural products, whose activities are primarily focused for the benefit of local and regional producers, and that meet the eligibility requirements of the SBA small business size standards are eligible. For more information on these size standards, please visit **SBA's Size Standards webpage**. For a quick check on whether your business qualifies, please use the **Size Standards Tool**.

☐ **Nonprofit organizations** operating middle-of-the-supply-chain activities such as processing, aggregation, distribution of targeted agricultural products

☐ **Local government** entities operating middle-of-the-supply-chain activities such as processing, aggregation, distribution of targeted agricultural products

☐ **Tribal governments** operating middle-of-the-supply-chain activities such as processing, aggregation, distribution of targeted agricultural products.

☐ **Institutions** such as schools, universities, or hospitals bringing producers together to establish cooperative or shared infrastructure or invest in equipment that will benefit multiple producers middle-of-the-supply-chain activities such as processing, aggregation, distribution of targeted agricultural product.

PROJECT TITLE

Provide a descriptive project title in 15 words or less in the space below.

Creating resilience for local shellfish farmers in post-harvest cold chain systems at Virgin Oyster Co.

EXECUTIVE SUMMARY

Include a project summary of 250 words or less suitable for dissemination to the public. A Project Summary provides a very brief (one sentence, if possible) description of your project. A Project Summary includes:

1. *The name of the applicant organization that if awarded a grant will establish an agreement or contractual relationship with the State Applicant to lead and execute the project,*
2. *The project's purpose, deliverables, and expected outcomes and*
3. A description of the general tasks/activities to be completed during the project period to fulfill this goal

Virgin Oyster Company is looking for funding to increase current ice making and cold storage capabilities to a level that would allow other local shellfish farmers access to these important tools for post harvest storage and transport of shellfish products.

Cold storage is limited for small shellfish farms in Little bay NH. We use a small chest unit that is inspected and approved, but it is not big enough to handle large numbers of oysters that often need to be harvested before a holiday or during an imminent harvest closure (due to rain or other predicable events). By upgrading to an 6'x 8' outdoor free standing cooler we will have enough space for ourselves and other farmers to hold and store oysters. We would offer cooler space for a small use fee, a service that is currently not available in the area. Having access to refrigerated storage space will allow for more efficiency and flexibility in harvesting and delivery of shellfish to the market.

We along with other farms are often buying expensive ice in 5 lb plastic bags. We believe upgrading to a commercial chip/nugget ice machine will produce enough ice for our operation and enough to sell ice to other farmers in the area, hopefully without the plastic bags. The purchase of a chip or nugget ice machine will improve the quality ice available, nugget ice is better for cooling due to its high surface area. It is also desirable for events where oysters are served on ice. Distributors in NH can, and do, ship product on ice in coolers. Lower prices and increased ice availability will make shipping further distances easier and less expensive.

PROJECT PURPOSE

OPERATIONS IDENTIFIER

Provide where within the Middle of the Supply Chain the requested equipment be used:

- ☐ Processing
- ☒ Aggregation
- ☐ Distribution
- ☐ Value Added Production

Other

TYPE OF AGRICULTUREAL FOOD PRODUCTS PROCESSED WITH THE EQUIPMENT?

Remove Product Row | Add Product Row

#	Product Type
1	Shellfish

SCOPE OF WORK

PLEASE DESCRIBE THE CURRENT BUSINESS OPERATIONS INCLUDING SERVICES BEING OFFERED IN THE GEOGRAPHIC FOCUS AREA.

There are currently approximately a dozen oyster farmers in the Little bay, NH. Each farm is unique in its cultivation methods. Generally all farms harvest and start icing down shellfish on the water. When

they return to land they deliver their product to customers, restaurants, markets, and dealers. There are no commercial ice dealers nearby for filling coolers, ice is usually purchased at the marina or local stores where prices range from $0.40-$0.60 per pound. This is expensive and creates waste as the ice is typically packed in non reusable plastic bags that require disposal.

Virgin Oyster Company is a licensed interstate shellfish dealer/shipper/packer, we also have several shellfish farm sites within Little bay, NH where we farm oysters. Most of the product we sell is oysters farmed from one or more of our aquaculture sites. Oysters are harvested at the farm, where they are generally sorted, washed, counted, and bagged between doing the normal farm maintenance and cultivation work. At our operation the oysters are chilled to required temperatures out on the farm placed in iced coolers which are used to transport them for delivery that day. On any given week we deliver to 5 or 6 places. We are limited on any given day by how long the harvest takes and how many deliveries we can make that same day. Most oysters are delivered on the day of harvest to our main distributor Lucullus Trading, NH or Swell Oyster Co, NH. We also deliver to local restaurants such as Row34 (Portsmouth NH), Fishmongers (Kittery ME) and The Shuck Shack (Hampton NH). We also have some retail shops we sell to, Sanders (Portsmouth), Swell and Fishmongers retail fish markets, and lastly other farms which sometimes run short in production, Fox Point Oyster Co. This generally requires us to spend 2-3 days a week cutting out time to harvest and ice down oysters during the day. Sometimes we buy from local farms such as Swell if we need more product.

There are no local sites available to rent refrigerated space for holding/storing shellfish. Oysters can be held on ice, but it is inconvenient and requires a lot of ice, coolers, and attention. This method is usually reserved for overnight storage. We use a small chest refrigerator at the house that has been inspected and approved for longer storage, but it is limited in size. With larger storage we would have more flexibility to pull and store product before bad weather or heavy rain events that can close harvest.

PLEASE DESCRIBE THE SPECIFIC NEED THAT THE REQUESTED EQUIPMENT WILL ADDRESS.

Commercial ice machine, this item will make chip/nugget ice, which will benefit users. Chip ice has a larger surface area which increases its ability to cool down shellfish quickly. This will improve product safety, quality, and shelf life. This type of ice is the preferred ice when selling oysters at events as it is perfect for seating oyster on the half shell. We plan to sell ice at a significant discount which helps farmers bottom line. We also plan to eliminate single use plastic ice bags. Our farm uses 150-200 lbs of ice two times per week during summer harvesting, a cost at the dock of $72/harvest or $144/week.

Walk-in cooler space, this item will give users flexibility in harvests and sales timing, which can improve operational efficiency. Many times throughout the year we have harvest closures due to rain or possibly bad weather that keeps us off the farm. Having ample refrigerated storage space will allow for pulling more product before bad weather events. This will buffer weeks we would normally see lost sales due to inability to harvest. Lost sales during holidays and summer weeks are often irreplaceable. During cooler months having storage space means we only need to harvest one day a week and can plan deliveries around weather and farm work, increasing efficiency and lowering costs. We plan to offer some of this space at low cost to other farms in the area.

PLEASE DESCRIBE THE IMPACT THIS EQUIPMENT WILL HAVE ON LOCAL AND REGIONAL PRODUCERS, MARKET OUTLETS, AND MORE.

Temperature controlled storage will have a positive impact on market opportunities for local and regional producers. Creating a cold storage location where farmers can aggregate products and work together to create shared distribution will give them and us the opportunity to reach new markets outside of the local area which is currently saturated with local oysters. This will hopefully allow us to purchase more oysters from local farms creating new distribution channels. With a space to store oysters, a single farm could harvest several days and create larger orders creating opportunities to work with larger distributors. Temperature controlled storage will also open more avenues for winter harvesting during sub freezing temperature where oysters cannot be stored in cooler on ice. Winter markets typically see higher prices and less competition.

Access to ice and cold storage will improve product safety, shelf life, quality, and cost of production. Refrigerated storage will help increase harvest flexibility and the ability to adapt to closures and bad weather events without the loss of sales. Storage can improve local wholesale and direct to restaurant sales by having inventory ready to sell on land. It can also help in distribution by allowing shipments to go out on several days from single harvests. These tools will help to alleviate some supply disruptions we see in normal production seasons.

ESTIMATE THE NUMBER OF LOCAL AND REGIONAL PRODUCERS IMPACTED.

6

DOES THIS PROJECT DIRECTLY BENEFIT:

Check box for all that apply below

- ☐ Underserved farmers and ranchers?
- ☒ New and beginning farmers and ranchers?
- ☐ Veteran Producers?
- ☒ Processors or other middle-of-the-supply businesses owned by socially disadvantaged individuals?

EXPECTED PERFORMANCE MEASURES

The outcomes and performance measures below provide a framework that allows grant recipients to track and evaluate project activities. Please provide expected numbers based on the projects scope of work. Select N/A if not applicable to the specific project.

OUTCOME 2: CAPACITY IN THE MIDDLE OF THE SUPPLY CHAIN FOR LOCAL/REGIONAL FOOD PRODUCTS

Indicator	Description	Expected Numbers	N/A
2.3	Number of processing equipment units purchased and installed:		☒

Indicator	Description	Expected Numbers	N/A
2.5	Number of aggregation, storage, distribution equipment units purchased and installed:	6	☐

OUTCOME 3: INCREASE ECONOMIC VIABILITY OF LOCAL/REGIONAL PRODUCERS AND PROCESSORS			
Indicator	**Description**	**Expected Numbers**	**N/A**
3.2	Number of local/regional agricultural producers who benefited from the new or improved processing/aggregation/storage or distribution capacity:	6	☐
3.3	Number of new local/regional products processed, aggregated, stored or distributed:		☒
3.4	Number of new value-added products developed:		☒
3.5	Number of new market-outlets established:	3	☐

BUDGET NARRATIVE

Please be sure to list and justify all expenses to be covered. If applicable, ensure that you have included Critical Resources and Infrastructure letter(s) to support the application information.

EQUIPMENT

Describe any special purpose equipment to be purchased under the grant. "Special purpose equipment" such as such as, canners, hulling processors, reverse osmosis systems, egg packing machines, flotation tanks, roasters, or other processing equipment, packing and labeling equipment, or delivery vehicles.

+	#	Equipment Item	Purchase Price	Acquisition Date	Funds Requested
-	1	Walk-in Cooler Norlake outdoor 8' x 6' x 6'7" KODB68-C	$13294.00	Oct 31, 2025	$13,294.00
-	2	walk in shelf kit SS Regency spec line 14" X 36"	$246.49	Oct 31, 2025	$492.98
-					
-	1	Scotsman Hard Nugget Ice Machine 1186 lb. NH1322A-32 with filter	$9808.49	Oct 31, 2025	$9,808.49
-	1	Scotsman Ice storage bin 893 lb. B948S	$1897.00	Oct 31, 2025	$1,897.00
-					
Equipment Subtotal					**$25,492.47**

EQUIPMENT JUSTIFICATION

For each Equipment item listed in the above table describe how this equipment will be used to achieve the objectives and outcomes of the project. Add more equipment by copying and pasting the existing listing or delete equipment that isn't necessary.

FOR EXAMPLE:
Equipment 1: Description and justification
Equipment 2: Description and justification

Equipment 1: 6'x8' Walk in cooler. This unit is an outdoor unit with floor and built in compressor, that gives us versatility in that we can move it if needed. This unit will provide enough space for several farms to store oysters.
Equipment 2: Stainless food grade cooler shelves, will keep product organized and off of the floor as required in the food code.
Equipment 4:Ice machine head, produces 1186 lbs of ice per day, enough to store and have available for our farm and others.
Equipment 5: Ice maching storage bin, holds head of machine and stores ice as it is made.

***Applicants must submit documentation to substantiate the costs of each piece of equipment, which can include contracts, catalog pricing, or binding quotes provided by license commercial entities.**