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New Hampshire
*Department of Agriculture,
Markets, and Food*

Shawn N. Jasper, Commissioner



November 25, 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 Swell Oyster Company, LLC (VC# 530015), Hampton Falls, NH, for the Resilient Food Systems Infrastructure Program in the amount of \$69,500.00, effective upon Governor and Council approval through May 1, 2027. **100% Federal Funds.**
2. Further authorize an advance payment in the amount of \$69,500.00 to Swell Oyster Company, LLC, Hampton Falls, 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	\$69,500.00

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 Swell Oyster Company, Hampton Falls, NH, to purchase specialized logistics and delivery 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,

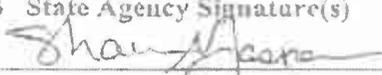
A handwritten signature in black ink, appearing to read "Shawn N. Jasper". The signature is written in a cursive, flowing style with a large, prominent initial "S".

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 Swell Oyster Company, LLC		1.4. Grantee Address 196 Drinkwater Road, Hampton Falls, NH 03844	
1.5. Grantee Phone # 603-498-1938	1.6. Account Number 28710000	1.7. Completion Date May 1, 2027	1.8. Grant Limitation \$ 69,500.00
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 Joshua Marshall, Commissioner	
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) Shawn N. Jasper, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 1/8/2026	
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").



3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE, COMPLETION OF PROJECT
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date")
5. GRANT AMOUNT, LIMITATION ON AMOUNT, VOUCHERS, PAYMENT
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1 at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA, RETENTION OF DATA, ACCESS
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT, REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default").
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee, and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default, and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. 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 the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

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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.

(RQE) 11/7/25

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 "Logistics and Delivery Equipment at Swell Oyster Co for Growing NH Aquaculture Wholesale Supply Chain" to purchase logistics and delivery equipment as detailed in the grantee's Infrastructure 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 Infrastructure 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.cfr.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.

(RQE) 11/7/25

B.5 **Reporting/Monitoring:** The grantee will submit documentation to DAMF confirming the purchase of eligible equipment as detailed in the grantee's Infrastructure 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 \$69,500.00 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\(rnkbxvllloscaesvq1n3np2\)\)/welcome.aspx](https://apps.das.nh.gov/vendorregistration/(S(rnkbxvllloscaesvq1n3np2))/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.

 11/7/25

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 SWELL OYSTER COMPANY LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 10, 2017. 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: **780402**

Certificate Number: **0007336823**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of November A.D. 2025.

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

David M. Scanlan
Secretary of State

Certificate of Authority # 3

(Limited partnership, Limited liability professional partnership or LLC)

Limited Partnership or LLC Certification of Authority

I, RUSSELL HILLIARD, hereby certify that I am a Partner, Member or Manager of SWELL OYSTERS COMPANY a limited liability partnership _{LLC} 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: 11/7/25

ATTEST:  (PHOTOCOPY)
(Name & Title)

SECURITY NATIONAL INSURANCE COMPANY

WORKERS' COMPENSATION
and
EMPLOYERS' LIABILITY INSURANCE POLICY

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Stephen Ungar, Secretary



Christopher H. Foy, President

To obtain information, please contact your agent or Security National Insurance Company at **877-528-7878**. You may also write Security National Insurance Company Consumer Relations at:

800 Superior Avenue East, 21st Floor
Cleveland, OH 44114

STATE OF NEW HAMPSHIRE
Department of Labor
P.O. Box 2080
Concord, NH 03302-2080
(603) 271-3175

**SUPPLEMENTAL NOTICE OF INFORMATION REGARDING
WORKERS' COMPENSATION INSURANCE COVERAGE**

*** THIS SECTION IS ALWAYS REQUIRED ***

1. Type of Action: 2
1 = Adding or Deleting Location 2 = Adding or Deleting Elective Coverage
3 = Change Information on the Primary Location

Effective Date of Action: 11/21/2025 Original Employer Identification #: 823671305
Original Name of Business: Swell Oyster Company LLC, 1 Ocean Blvd, Hampton NH 03842

*** THIS SECTION IS FOR MAKING PRIMARY LOCATION CHANGES ONLY ***

2. **CHANGE**
Employer Identification #: _____ No. of Employees: _____
Primary Name: _____
Secondary Name: _____
Mailing Address: _____
City & State: _____ Zip: _____
NH Business Location: _____ Zip: _____
Change Type of Organization to: _____
Agent: _____
1 = Individual 2 = Partnership 3 = Corporation
4 = Estate 5 = Professional Association 6 = Government
7 = Religious 8 = Limited Liability Corp. 9 = Other
Phone #: _____

(Name and Address)

*** THIS SECTION IS FOR ELECTIVE COVERAGE CHANGES ONLY ***

3. Elective Coverage A A = Add() = Delete

*** THIS SECTION IS REQUIRED WHEN ADDING OR DELETING A SECONDARY LOCATION ***

4. Location: _____ A = Add() = Delete
Location Name: _____
Business Address: _____
City & State: _____ Zip: _____
No. Of Employees: _____

*** THIS SECTION IS REQUIRED FOR CARRIER INFORMATION ***

5. Carrier Phone: 877-528-7878
Carrier Name: Security National Insurance Company Carrier ID Number: 373

STATE OF NEW HAMPSHIRE
 Department of Labor P.O. Box 2080
 Concord, NH 03302-2080
 (603) 271-3175

EXCLUSION OF EXECUTIVE OFFICERS OR MEMBERS

Instructions:

Exclusions: Any executive officers or members in excess of **THREE** are considered employees and cannot be excluded. A 6WCex form must be filed any time there is a change in the three or less executive officers or members that are being excluded. Each time the 6WCex form is completed ALL excluded officers or members must be listed. A new form voids any previously filed 6WCex form. A copy of this form shall be sent to each executive officer or members listed below by **Certified Mail.**

1.	Date: <u>11/24/2025</u>	Effective Date: <u>11/21/2025</u>	
CARRIER INFORMATION:			
	<u>373</u>	<u>Security National Insurance Company 1800 Superior Avenue East, 21st Floor, Cleveland, OH 44114</u>	
	Carrier No.	Carrier Name and Address	
AGENT INFORMATION:			
	<u>Highstreet Insurance Services Northeast, LLC (603) 433-5600</u>		
	Agent Name and Phone Number		
EMPLOYER INFORMATION:			
	<u>823671305</u>	<u>Swell Oyster Company LLC 1 Ocean Blvd Hampton, NH 03842</u>	
	Employer Federal ID No.	Employer Name and Address	
2.	EXCLUDE OFFICERS OR MEMBERS:		
	(Specific title must be provided. If a corporation, title such as President, Vice President, Treasurer or Secretary. If Limited Liability Co., Member or Manager)		
	<u>10/12/1989</u>	<u>Russell Hilliard Swell Oyster Company LLC 1 Ocean Blvd Hampton, NH 03842</u>	<u>Manager</u>
	*DOB	Name and Address	Specific Title
	<u>2/12/1990</u>	<u>Conor Walsh Swell Oyster Company LLC 1 Ocean Blvd Hampton, NH 03842</u>	<u>Manager</u>
	*DOB	Name and Address	Specific Title
	<u> </u>	<u> </u>	<u> </u>
	*DOB	Name and Address	Specific Title
3.	<input type="checkbox"/> All officers or members no longer excluded		Policy# <u>SNS1602727</u>

*Required Field

6WCex (07-2015)

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: Swell Oyster Company, LLC

UEI: [REDACTED]

Phone Number: 603-498-1938

Email Address: russ@swelloysterco.com

Physical Address

Street: 1 Ocean Boulevard

City: Hampton

State: New Hampshire

Zip: 03842

Mailing Address (If different from above)

Street: 196 Drinkwater Road

City: Hampton Falls

State: New Hampshire

Zip: 03844

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: Russ Hilliard

Title: Owner

Phone Number: 603-498-1938

Email Address: russ@swelloysterco.com

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
-	Rockingham	3.0951
-	Strafford County	18.411
-	Sullivan County	45.0542
-	York County	9.5405
-	Essex County	26.739
-	Suffolk County	45.7875
-	Middlesex County	7.4665
-	Lincoln County	18.0919
-	Plymouth County	7.1474
-	Barnstable County	8.2642
-	Washington County	7.1474
-	Providence County	50.8296
-	Worcester County	18.726

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.

Logistics and Delivery Equipment at Swell Oyster Co for Growing NH Aquaculture Wholesale Supply Chain

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

Swell Oyster Company, LLC seeks to acquire grant funding for the purchase of a 2016 Isuzu NQR refrigerated delivery truck and a 2012 Doosan G25P-5 forklift to increase the wholesale distribution rate, volume, efficiency, and extent of New Hampshire aquaculture farms. Swell Oyster Company currently provides wholesale distribution of shellfish for their farm-raised product and provides their services for a variety of local NH farmers to a range of buyers including restaurants, grocery stores, and national distributors. However, the distribution network, weekly availability, and load capacity is limited by current delivery systems. The proposed delivery truck and forklift will prove a necessary tool for increasing the reach of NH shellfish farmers as a greater number of wholesale accounts can be accessed and a larger volume of shellfish product delivered more frequently benefiting stakeholders across the supply chain. Swell Oyster Company's aim during the project period and beyond is to provide a more reliable and robust infrastructure network for NH shellfish farmers and relevant businesses across the seafood supply chain network.

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	Atlantic Oyster (<i>Crassostrea virginica</i>)

#	Product Type
2	Littleneck Clam (<i>Protothaca staminea</i>)
3	Bay Scallop (<i>Argopecten irradians</i>)
4	Atlantic Kelp (<i>Alaria esculenta</i>)
5	Soft-shell clam (<i>Mya arenaria</i>)
6	Green Sea Urchin (<i>Strongylocentrotus droebachiensis</i>)
7	Steelhead Trout (<i>Oncorhynchus mykiss irideus</i>)
8	European Flat (<i>Ostrea edulis</i>)

SCOPE OF WORK

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

Swell Oyster Company, LLC is the first and only aquaculture farm in Hampton Harbor, New Hampshire that currently produces Atlantic oysters, hard-shell clams, and bay scallops through a range of farming techniques and practices. Swell Oyster Company is unique in that they are licensed with a dual function permit that incorporates both production and wholesale qualifications (License # NH-150-SS-AQ) allowing them to be the only NH-based shellfish farm and distributor that wholesales the full scope of NH aquaculture products. Swell Oyster Company harvests and processes their crop on site and distributes wholesale to a range of buyers including fifteen restaurant accounts within New Hampshire, Maine, and Massachusetts; Demoulas Super Markets, Inc., a regional supermarket chain that operates across New England; and three national seafood distributors located in Boston, MA: Denarius Trading Company; Pangea Shellfish Company; and Wulf's Fish.

Furthermore, there are eleven additional aquaculture farms in New Hampshire producing and harvesting oysters in the Great Bay Estuary. Swell Oyster Company provides their wholesale network to Great Bay farmers facilitating the aggregation, processing, transport and distribution of Great Bay shellfish and supporting the sale of the full range of NH aquaculture products to likely buyers. Likewise, the restaurant and wholesale accounts in circulation are provided wholesale and delivery services of not just local NH farm-raised shellfish, but additional locally sourced seafood products harvested from the north Atlantic ocean. Such items include farm-raised seaweed from Atlantic Sea Farms, farm-raised Steelhead Trout from the University of New Hampshire Center for Sustainable Seafood Systems, and Atlantic mussels, soft-shell clams, and European flats.

This distribution network spans 254 miles along the northeast coast from Damariscotta, ME to Charlestown, RI and pushes inland to a variety of NH and MA communities. Notably, this network continues to expand as new accounts are added and additional farmers and fishermen utilize Swell

Oyster Company for their distribution and wholesale services. As such, the scope of seafood products increases allowing for distributors such as Denarius Trading Company and proprietary restaurants such as Tino's Kitchen and Bar (Hampton, NH) to provide a greater local variety of fresh NH seafood. In turn, the increase in reach for local NH farmers provides an inherent marketing service as their audience organically grows through the distribution network. Moreover, an increase in volume allows for mutually beneficial pricing structures between the farmer and wholesale account as the network grows providing economic benefits and incentives on both ends of the supply chain.

Lastly, it should be noted that Swell Oyster Company remains a pivotal member of the New Hampshire aquaculture community. Swell Oyster Company was instrumental in the creation of the New Hampshire Shellfish Farmers Initiative that continues to provide industry support for NH aquaculture businesses. Swell Oyster Company's commitment and support has produced over \$23,000 in revenue annually for NH farmers through their distribution services and over \$120,000 for the northeast region combined with projections incrementally increasing over the next decade as the wholesale network expands. Farmers, producers, and local business owners impacted by Swell Oyster Company include a diverse array of demographics such as veteran producers, women-owned small business/producers, and new farmers. Swell Oyster Company is uniquely positioned in the middle of the supply chain and performs a variety of tasks as defined by the RFSI Program Scope and Requirements. Essential tasks include the aggregation and processing of farm products in a commercial walk-in cooler, distribution of products, and value added production methods as products are cleaned, bagged, tagged, boxed, and marketed to wholesale accounts. Swell Oyster Company has five full-time employees and operates their wholesale services fifty-two weeks a year ensuring local NH farmers have a continuous, unrestrained revenue stream.

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

The proposed refrigerated delivery truck fulfills a very specific transport and distribution need for Swell Oyster Company and accompanied NH farms. The harvest, handling, and delivery of shellfish products must comply with federal and state regulatory guidelines as issued by the Food and Drug Administration, US Fish and Wildlife, Department of Health and Human Services, Department of Environmental Services, and NH Fish and Game. Importantly, food safety standards set in place by the FDA require a Hazard Analysis and Critical Control Points (HACCP) plan to provide reference for proper handling and distribution of shellfish products. Well maintained, properly functioning delivery trucks with installed refrigeration units are essential in adhering to these guidelines, maintaining public safety, and reducing food waste.

A refrigerated delivery truck of adequate size will allow Swell Oyster Company to more efficiently, more frequently, and more reliably transport shellfish product from farmer to distributor while maintaining regulatory standards. Swell Oyster Company's current delivery vehicle continuously proves unreliable and undersized as recurring automotive and refrigeration issues accumulate.

Moreover, a forklift will allow for a more timely and efficient delivery system as product volume has become large enough to justify lift equipment. The current infrastructure network has maxed out productivity and puts a strain on efficiencies as the foremost concern remains time and temperature control when handling product. A forklift would substantially quell these concerns as transport and handling logistics become more streamlined.

Additionally, with an expanding network Swell Oyster Company sees the need for an increase in delivery frequency and volume, of which the current system cannot accommodate. Furthermore, New Hampshire aquaculture farms are limited to a select group of industry wholesalers that inhibit market share and competitions. As such, the Equipment Only Grants under the Resilient Food Systems Infrastructure Program would allow Swell Oyster Company to fulfill a very niche role within the New Hampshire shellfish industry as local oyster farmers require delivery infrastructure and a wholesale network that serves their specific needs.

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

The impact of a refrigerated delivery truck and forklift is three-fold:

New Hampshire shellfish farmers including Swell Oyster Company will have a reliable transport and delivery system that meets regulatory standards and provides market access to a growing wholesale distribution network as logistics become increasingly complicated. Oyster aquaculture is the fastest growing seafood industry in New Hampshire with economic benefits steadily increasing due to the expanding supply chain network. A refrigerated delivery truck and forklift is essential in meeting the needs of a growing industry and network.

Locally owned restaurants and markets being supplied fresh seafood from Swell Oyster Company will continue to have access to a diverse and growing seafood market, while an expanding distribution network will see new accounts provided the same benefits. The increase in farmers and purveyors within the network will prove mutually beneficial as more products meet more outlets. With an increase in network connectivity comes the need for an increase in efficiency and a refrigerated delivery truck of adequate size will allow for a more efficient and reliable delivery schedule while maintaining regulatory standards and reducing food waste.

Larger distribution networks such as Demoulas Super Markets and Denarius Trading Company will gain access to a larger volume of shellfish product and more frequent delivery. Moreover, as NH shellfish farmers are one of the least represented industries in New England, the network of consumers these establishments maintain will provide notoriety and marketing benefits to all NH farmers involved.

A focus on developing new relationships with local producers is an essential prospect the use of this equipment aims to achieve and includes burgeoning shellfish farmers such as Queen Tide Oyster Company out of Seabrook, NH. Others include locally owned farm-to-bottle hot sauce producers and tin-fish producers. Additionally, we aim to provide a market outlet to existing NH oyster farms that intend to diversify their crop yield as some add clam and scallop to their production methods. Moreover, increasing products and producers will facilitate adding new market outlets as we consistently develop new accounts in the food service industry and wholesale distribution market. We currently are in communication with five new restaurants (Jumping Jays, River House, Atlantic Grill, Point Break, Tuscan Kitchen) that wish for Swell Oyster Company to be their exclusive shellfish purveyor and we slowly develop relationship with other major grocers such as Whole Foods Market. As such, we've unfortunately had to turn down other interested outlets as our current system is essentially at maximum capacity and it is to this end that the requested equipment will be of great use. Lastly, we have added an online element to our distribution network whereas potential wholesale accounts, chefs, and restaurant groups can visit our website, identify the local products they wish to sample, and have it delivered. This process includes the use of a refrigerated box truck and forklift as we transport farmers products to our facility to sort, wash, bag, tag, and box the products for them to be delivered to the receiving party. This is an essential element of the supply chain and a major value-added process as the cleaning and packaging of farm

products for transport and immediate use is highly advantageous to the producer, market outlet, and ultimately consumer.

In summary, the impact the refrigerated delivery truck and forklift will have on local and regional producers is difficult to quantify. However, Swell Oyster Company's supply chain network continues to grow as new producers such as Queen Tide Oyster Company (Seabrook, NH), Vertical Bay Scallops (Belfast, ME), and The Great Marsh Shellfish Company (Rowley, MA) utilize our services; current producers such as Little Bay Beauties and Virgin Oyster Company (Great Bay, NH) add new products to their inventory such as bay scallops and littleneck clams; and new market outlets such as Jumping Jays, River House, Tuscan Brands, and Whole Foods Market (with more accounts being added monthly) receive these products. It should be noted that within the aquaculture industry the same species of shellfish produced in disparate geographies is generally considered a unique product as their profile and texture reflect the environment in which they are grown. As such, an oyster produced in the Brown River of Seabrook is noticeably different from an oyster produced in the Hampton Falls River of Hampton, which is noticeably different from an oyster produced in Little Bay of Dover, New Hampshire. Each site yields a separate product which yields a different client and even different prices, wholesale or otherwise. We include new oyster farmers and their products when accounting for "new products" added, such as Queen Tide Oyster Company and The Great Marsh Shellfish Company and intend to process, aggregate, and distribute their products in the tens to hundreds-of-thousands as they develop. Furthermore, new clam and scallop production from current producers is also included as they too are different in profile, market price, and client preference. These new products being farmed regionally will be distributed in the tens-of-thousands to current regional accounts as well as new restaurant and wholesale accounts being developed in perpetuity. Likewise, Swell Oyster Company distributes niche, on-call products for specific regional restaurants such as Tino's Kitchen and Bar including Sterling Farms Caviar and Four Patch Farm microgreens and vegetables. Although these orders are not consistent, they are representative of new products that are distributed to local businesses intermittently when requested, which promotes and supports the regional farming supply chain network.

ESTIMATE THE NUMBER OF LOCAL AND REGIONAL PRODUCERS IMPACTED.

23

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
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Indicator	Description	Expected Numbers	N/A
2.3	Number of processing equipment units purchased and installed:		<input checked="" type="checkbox"/>
2.5	Number of aggregation, storage, distribution equipment units purchased and installed:	2	<input type="checkbox"/>

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:	23	<input type="checkbox"/>
3.3	Number of new local/regional products processed, aggregated, stored or distributed:	3	<input type="checkbox"/>
3.4	Number of new value-added products developed:		<input checked="" type="checkbox"/>
3.5	Number of new market-outlets established:	10	<input type="checkbox"/>

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	2016 Isuzu NQR Refrigerated Truck	\$54500.00	ASAP 2025	\$54,500.00
-	2	2012 Doosan G25P-5 4-CYL Forklift	\$15000.00	ASAP 2025	\$15,000.00
Equipment Subtotal					\$69,500.00

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 Item 1: 2016 Isuzu NQR Refrigerated Box Truck

As stated above the purpose for this equipment item is to facilitate the aggregation and distribution of New Hampshire aquaculture products from farmers to buyers in an efficient manner while adhering to federal and state regulatory guidelines. This item will expand the scale of farmer's sales and increase the scope of products made available to seafood outlets. Swell Oyster Company's current delivery truck in use continues to have mechanical and refrigeration issues that have hindered distribution operations creating a financial and regulatory strain on the company. A reliable delivery vehicle that has the capacity to fulfill multiple delivery schedules and larger routes

will enable a more efficient, sustainable, and inclusive distribution network while allowing for expansion for all stakeholders involved.

Equipment Item 2: 2012 Doosan G25P-5 4-CYL Forklift.

This equipment item will aid in allowing for higher volume products such as oysters and clam, and palleted items to be handled and transported to and from a processing facility (in/out of walk-in, on/off of truck) in a more efficient manner to minimize food safety risks. Furthermore, a forklift provides logistic relief when processing and distributing a high diversity of products during peak season as any given week sees 25,000 oysters, 1,000 clams, pallets of shrimp, urchin, seaweed, salmon, and crab in and out of a walk-in and delivery truck.

***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.**