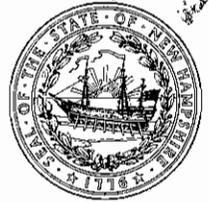


The State of New Hampshire  
**Department of Environmental Services**

**Thomas S. Burack, Commissioner**

*Celebrating 25 Years of Protecting  
New Hampshire's Environment*

October 30, 2012



His Excellency, Governor John H. Lynch  
and The Honorable Council  
State House  
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to award a grant to the Blue Ocean Society for Marine Conservation, Inc. (VC #159192), Portsmouth, NH, in the amount of \$27,917.00 to conduct marine debris cleanups, monitoring and education in the NH seacoast, effective upon approval of Governor and Council through December 31, 2013. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY13</u>
03-44-44-442010-3642-072-500575	\$27,917.00
Dept. Environmental Services, Coastal Zone Management, Grants – Federal	

EXPLANATION

The New Hampshire Coastal Program (NHCP) issued a Request for Proposals for the annual Coastal Zone Management Grant Competition. Twelve proposals were received and were ranked based on the criteria established under NH Code of Administrative Rules, Chapter Env-Wq 2006. Those criteria include adherence to Coastal Program focus areas; inclusion in existing state, local and federal plans; level of volunteer involvement; education and outreach promotion; improved coordination between various coastal entities; previous performance; and quality and content of proposal. Three proposals were approved for funding; including the proposal submitted by Blue Ocean Society for Marine Conservation, Inc. (Blue Ocean). A scoring matrix that includes a list of DES staff members who participated in the grant review, along with their titles and level of experience, is provided as attachment B.

The purpose of this project is to increase the marine debris collection and monitoring efforts currently being conducted by the NHCP in conjunction with the National Marine Debris Monitoring Program (NMDMP), to include more areas as clean-up sites, and increase public awareness of marine conservation issues through improved education and public information efforts. In addition Blue Ocean will partner with the Seacoast Science Center to develop a portable marine debris exhibit, and will sponsor a series of up to three lectures/presentations to increase local knowledge of the marine environment. The project also includes funding for Blue Ocean to plan, coordinate and conduct the 2013 International Coastal Cleanup events in New Hampshire.

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
(603) 271-3503 • TDD Access: Relay NH 1-800-735-2964

His Excellency, Governor John H. Lynch  
and The Honorable Council

Page 2

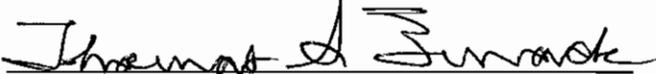
As noted in Exhibit C the requirements of Paragraph 17.1.2 Insurance and Bond have been reduced from \$2,000,000 to \$1,000,000 in general liability for any one incident. This reduction of liability coverage is due to the hardship that the increased cost would pose for this small nonprofit organization. The reduced insurance coverage is sufficient for the work being undertaken by Blue Ocean under this contractual agreement.

Total project costs are budgeted at \$108,863.00. DES will provide \$27,917.00 of the project costs through a federal grant. Blue Ocean will provide \$80,946.00 in matching funds.

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

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

We respectfully request your approval.

  
Thomas S. Burack, Commissioner

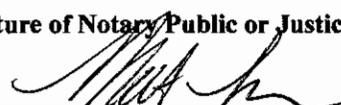
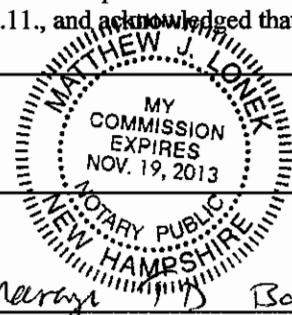
## GRANT AGREEMENT

Subject: Marine Debris Cleanup and Education Program

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

### GENERAL PROVISIONS

#### 1. IDENTIFICATIONS AND DEFINITIONS

<b>1.1 State Agency Name</b> Department of Environmental Services		<b>1.2 State Agency Address</b> PO Box 95 Concord, NH 03302-0095	
<b>1.3 Grantee Name</b> Blue Ocean Society for Marine Conservation, Inc.		<b>1.4 Grantee Address</b> 143 Pleasant Street Portsmouth, NH 03801	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> December 31, 2013	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$27,917.00
<b>1.9 Grant Officer for State Agency</b> David Murphy, NH Coastal Program		<b>1.10 State Agency Telephone Number</b> 603-559-0021	
<b>1.11 Grantee Signature</b> 		<b>1.12 Name &amp; Title of Grantee Signor</b> Jennifer L. Kennedy, Executive Director	
<b>1.13 Acknowledgment: State of New Hampshire, County of Rockingham</b> On <u>10/2/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> Matthew Lonik Assistant State Manager N.D. Bank			
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> Thomas S. Burack, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b> By:  Attorney, On: <u>10/2/12</u>			
<b>1.17 Approval by the Governor and Council</b> By: _____ On: <u> / /</u>			

JUL  
10/2/12

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"), pursuant to RSA 21-O, 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 A (the scope of work being 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 in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (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 B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, 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, compensation 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.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date 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, 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 or 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 general 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 such 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 or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OR AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement

and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and 11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

**12. TERMINATION.**

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

**13. CONFLICT OF INTEREST.** No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

**14. GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

**15. ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A 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 admissions of the Grantee of 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 AND BOND.**

17.1 The Grantee shall, at its sole 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 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 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 18.1 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

**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 or 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.

**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.

## **Exhibit A**

### **Scope of Services**

The Blue Ocean Society for Marine Conservation, Inc. (Blue Ocean Society) will perform the following tasks as described in the detailed proposal titled *Reducing the Threat of Marine Debris in New Hampshire through Education, Outreach and Research*, which was submitted by Blue Ocean Society and dated February 6, 2012:

1. Involve local communities, schools, organizations and businesses in beach cleanups and debris monitoring efforts through the extensive use of volunteers. Recruit and train new volunteers and identify new cleanup sites for the "adopt-a-beach" program. Conduct monthly public cleanups at Jenness Beach in Rye and North Hampton State Beach, and develop a strategy to increase the number of cleanups at Foss Beach in Rye and Hampton Beach.
2. Collect, record and analyze data on the type and amount of debris collected at the various cleanup sites, including debris collected during the International Coastal Cleanup. Track pelagic marine debris from whale watch vessels to identify trends in offshore debris and human uses of offshore areas. Enter data into the online marine debris database that is hosted by the University of New Hampshire Cooperative Extension.
3. Increase awareness of the marine environment and cleanup results by partnering with the Seacoast Science Center in creating a portable marine debris exhibit. Unveil the exhibit and hold a cleanup event at Odiorne Point State Park on or about Earth Day 2013.
4. Hold a series of at least three lectures/presentations/programs that focus on issues affecting coastal resources in New Hampshire to increase local knowledge of the marine environment. Determine topics, speakers and venues, publicize the programs and track attendance and participation.
5. Plan, coordinate and conduct the 2013 International Coastal Cleanup in New Hampshire in September 2013 and provide a report of the Cleanup results.
6. Outreach: Work with the NHCP Outreach Coordinator to develop at least one outreach product describing various components of the project. Examples of outreach products include newsletter articles, website updates, links to new website content distributed through social media channels, and press releases. All outreach materials, including flyers, newsletters, etc., shall include the NOAA, NHCP, and NHDES logos. All press releases and articles shall state that "The project was funded by NOAA's Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act in conjunction with the NH DES Coastal Program."

7. Prepare and submit a semi-annual progress report to the NHCP by July 8, 2013 for the period January 1, 2013 through June 30, 2013.
8. Prepare and submit a Final Report to NHCP by January 6, 2014. One print copy of the Final Report shall be submitted and an electronic copy shall be provided (preferably in .pdf format). The final report shall summarize the project and shall include a financial summary of project costs. An appropriate funding credit using the language quoted in 6 above shall appear on all final work products intended for public distribution. Logos of sponsoring agencies (NHDES, NHCP & NOAA) shall also appear on publications and reports.

**Exhibit B**  
**Method of Payment and Contract Price**

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

Reimbursement requests for program costs shall be made by the Grantee using a payment request form as supplied by State, which shall be completed and signed by the Grantee. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement and required matching funds. Documentation of reimbursable and matching costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form. Pre-agreement costs may be reimbursed or counted as matching funds as long as those costs were incurred within the effective period of the federal grant and after State approval of the project. The Grantee must request prior written approval from the State to incur pre-agreement costs. Payments shall be made to the Grantee no more frequently than monthly.

The total reimbursement shall not exceed the grant award of \$27,917. Matching funds provided by the Grantee shall total at least \$80,946 of non-federal cash and in-kind services.

**Exhibit C**  
**Special Provisions**

I. Subparagraph 1.7 of the General Provisions, Audit Date, shall not apply to this Agreement.

Requirements of Paragraph 17.1.2 Insurance and Bond shall be \$1,000,000 in general liability any one incident and \$2,000,000 aggregate.

II. This Agreement is funded under a grant to the NHDES from NOAA, Award # NA12NOS4190085, with the source of funds identified under CFDA #11.419. The Federal Grant Provisions (Standard, General, Special and/or Administrative Conditions) which are applicable to this Agreement are on file at NHDES, and are incorporated herein by reference to the same extent as if provided in full text. There are no other obligations or encumbrances on the project other than those specified herein.

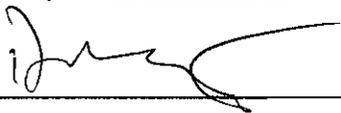
CERTIFICATE

I, Dianna Schulte, President of the Blue Ocean Society for Marine Conservation, Inc., do hereby certify that:

- (1) I am the duly elected President;
- (2) at the meeting held on 9/25/12, the Blue Ocean Society for Marine Conservation, Inc. voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Blue Ocean Society for Marine Conservation, Inc. further authorized the Executive Director to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Jennifer L. Kennedy

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Blue Ocean Society for Marine Conservation, Inc., this 2nd day of October, 2012.

  
 \_\_\_\_\_  
 Dianna Schulte, President

STATE OF NEW HAMPSHIRE

County of Rockingham

On this the 2nd day of October, 2012, before me Matthew Lonek (Name of Notary Public) the undersigned officer, personally appeared Dianna Schulte who acknowledged herself to be the President of the Blue Ocean Society for Marine Conservation, Inc. being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

  
 \_\_\_\_\_ 10/2/12  
 Name of Notary Public (signature above)

Commission Expiration Date:  
(Seal)



# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BLUE OCEAN SOCIETY FOR MARINE CONSERVATION, INC. is a New Hampshire nonprofit corporation formed February 6, 2002. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12<sup>th</sup> day of September, A.D. 2012

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

MAW  
R054DATE (MM/DD/YYYY)  
10-22-2012

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BEAN INSURANCE AGENCY INC 040355 P: (603) 926-3830 F: (603) 926-0283 151 WINNACUNNET ROAD HAMPTON NH 03842	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (603) 926-3830 FAX (A/C, No): (603) 926-0283 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Ins Co	
<b>INSURED</b> BLUE OCEAN SOCIETY FOR MARINE CONSERVATION 143 PLEASANT ST PORTSMOUTH NH 03801	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	
	<b>NAIC #</b>	

## 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			04 SBA PQ3455	05/06/2012	05/06/2013	EACH OCCURRENCE	\$ 1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> General Liab	<input checked="" type="checkbox"/>	<input type="checkbox"/>				PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy.

## CERTIFICATE HOLDER

NH Dept. of Environmental Services  
 222 INTERNATIONAL DR STE 175  
 PORTSMOUTH, NH 03801

## 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

*Joe Taylor*

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**Attachment A  
Budget Estimate**

<b>Budget Item</b>	<b>State Funding</b>	<b>Match</b>	<b>Total</b>
Salaries & Wages	\$18,088.00	\$66,780.00	\$84,868.00
Employee Fringe Benefits	\$2,713.00	\$1,500.00	\$4,213.00
Travel	\$500.00	\$7,000.00	\$7,500.00
Supplies & Services	\$1,000.00	\$5,666.00	\$6,666.00
Subcontractual - speakers' fees/exhibit	\$3,400.00	\$0.00	\$3,400.00
Facilities and Administrative Costs	\$2,216.00	\$0.00	\$2,216.00
<b>Subtotals</b>	<b>\$27,917.00</b>	<b>\$80,946.00</b>	<b>\$108,863.00</b>
In-Kind Contribution			\$0.00
<b>Total Project Cost</b>			<b>\$108,863.00</b>

## Attachment B – Scoring Matrix

Applicant	Grant Request	Match Amount	A. Focus Areas	B. Project Description	C. Consistent w/ Needs	D. Volunteers	E. Outreach/Education	F. Multi-Entity Cooperation	G. New Applicant	H. Previous Performanc	I. Letters of Support	J. Matching Funds	TOTAL SCORE
1. Blue Ocean Society	\$27,917	\$80,946	6.0	18.6	3.0	2.0	2.9	2.9	0.0	4.0	2.0	6.0	47.4
2. Gundalow Company	\$28,000	\$280,435	6.0	17.0	2.1	2.0	3.0	3.0	0.0	4.0	1.6	6.0	44.7
3. The Nature Conservancy	\$5,000	\$5,000	10.0	17.0	3.0	2.0	2.3	2.0	4.0	0.0	2.0	2.0	44.3
4. Cooperative Extension-UNH	\$15,000	\$15,001	10.0	17.1	2.3	1.0	2.3	2.0	4.0	0.0	3.0	0.0	41.7
5. Town of North Hampton	\$15,417	\$20,845	8.3	16.3	3.0	1.0	2.0	2.0	4.0	0.0	3.0	1.0	40.6
5. Great Bay Comm. College	\$16,489	\$42,292	6.0	17.1	2.7	1.7	1.0	2.1	0.0	4.0	3.0	3.0	40.6
7. Great Bay Trout Unlimited	\$40,000	\$40,000	10.0	14.7	3.0	1.0	1.1	2.4	4.0	0.0	3.0	0.0	39.2
8. Town of Stratham	\$16,100	\$16,186	8.3	17.3	2.4	0.0	1.4	0.0	4.0	0.0	3.0	0.0	36.4
9. NH DRED	\$30,000	\$51,254	6.0	14.4	1.9	0.0	0.4	2.9	4.0	0.0	3.0	3.0	35.6
10. Clean Air - Cool Planet	\$30,000	\$30,000	6.0	15.3	2.1	0.0	2.7	2.3	4.0	0.0	3.0	0.0	35.4
11. Stormwater Center-UNH	\$29,846	\$45,842	6.3	13.4	1.1	1.0	3.0	3.0	4.0	0.0	1.0	2.0	34.8
12. City of Portsmouth	\$11,700	\$12,227	2.3	12.1	2.1	1.0	0.4	0.0	0.0	2.0	2.0	0.0	21.9

**Grant Scoring Team:**

Steve Couture, Coastal Program Manager, 15 years of experience in coastal and rivers management  
 Dave Murphy, Grants Manager, 24 years of experience in grants management  
 Chris Williams, Federal Consistency Coordinator, 13 years of regulatory experience  
 Cathy Coletti, Outreach Coordinator, 10 years of communications and regional planning experience  
 Kevin Lucey, Restoration Monitoring Coordinator, 8 years of watershed restoration experience  
 Sally Soule, DES Coastal Watershed Supervisor, 16 years of watershed management experience  
 Rebecca Newhall, NOAA Coastal Management Specialist, 5 years of coastal management experience

**Scoring Explanation:** These grants were scored by the team based on the rules set out under NH Code of Administrative Rules, Chapter Env-Wq 2006. They were scored by averaging the scores of the team members on a criteria-by-criteria basis. Averaging was used to ensure that scores are not unduly impacted by any one member of the scoring team. NHCP has successfully used this method of scoring for the past 18 years.