



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

May 6, 2014

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, NH 03301

Sole Source

REQUESTED ACTION

Authorize the Department of Environmental Services to award a **SOLE SOURCE** grant to The Nature Conservancy, New Hampshire Chapter (VC #177785-B002), Concord, NH, in the amount of \$59,798 to support its volunteer Oyster Conservation program, effective upon approval of Governor and Council through December 31, 2015. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY14</u>
03-44-44-442010-3642-072-500575	\$59,798.00
Dept. Environmental Services, Coastal Zone Management, Grants – Federal	

EXPLANATION

This agreement is **SOLE SOURCE** because The Nature Conservancy (TNC), in partnership with the University of New Hampshire (UNH), is the only entity in New Hampshire engaged in restoring the oyster population in Great Bay by establishing oyster reefs and coordinating a citizen-based oyster growing program. Oysters are a keystone species for New Hampshire's estuaries, providing critical marine habitat and essential water filtration capacity. The significant reduction in oyster reefs over the past decades has negatively affected the health of Great Bay estuary. The decline in filtering oysters results in diminished ecological benefits for water quality and clarity, nitrogen control, and fish production. Today, about eighty acres of Great Bay actively supports oysters, including thirteen recently restored acres. To help bring back Great Bay's natural filtration system, TNC and UNH have added 3 million oysters to the system since 2009, and have scaled up restoration efforts in order to achieve the goal of rebuilding a sustainable oyster population by 2025. This work occurs in areas which are not suitable for commercial harvest, but help to clean the water and build native stocks which benefits the aquaculture industry.

The NH Oyster Conservationist (OC) Program is a volunteer program that relies on citizens to grow oysters for restoration. Launched in 2006 by UNH, the OC program has been operated by TNC over the past five years. In 2013, the OC program activated its largest-ever group of volunteers (50 families, 2 businesses and 1 school) and produced over 57,000 oysters for reef seeding. Not only does

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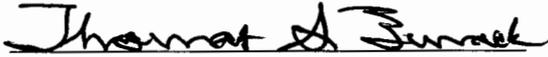
Page 2

it produce healthy oysters, it generates useful scientific data about oyster growth and survival at different locations around NH's estuaries. The OC Program educates local residents about the importance of oysters in restoring water quality, and provides a way for citizens to contribute to restoration.

Total project costs are budgeted at \$119,596.00. DES will provide \$59,798.00 of the project costs through a federal grant. TNC will provide \$59,798.00 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

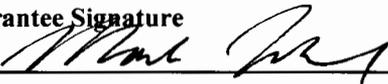
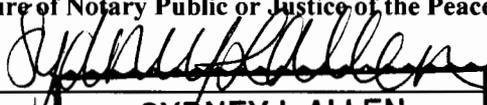
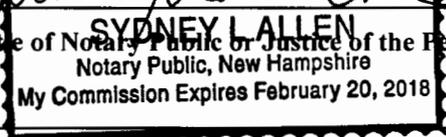
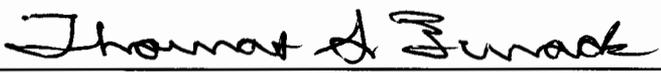
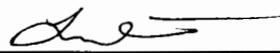
GRANT AGREEMENT

Subject: The Nature Conservancy – New Hampshire Oyster Conservation Program

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

GENERAL PROVISIONS

1. IDENTIFICATIONS AND DEFINITIONS

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address PO Box 95 Concord, NH 03302-0095	
1.3 Grantee Name The Nature Conservancy, New Hampshire Chapter <i>DM</i>		1.4 Grantee Address 22 Bridge Street, 4 th Floor Concord, NH 03301	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2015	1.7 Audit Date N/A	1.8 Grant Limitation \$59,798.00
1.9 Grant Officer for State Agency David Murphy, NH Coastal Program		1.10 State Agency Telephone Number 603-559-0021	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Mark Zankel, Executive Director, TNC NH	
1.13 Acknowledgment: State of New Hampshire, County of Merrimack On <u>5/2/2014</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.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace 			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>5/19/2014</u>			
1.17 Approval by the Governor and Council By: _____ On: <u> / /</u>			

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

Oysters are a keystone species for New Hampshire's estuaries, providing critical marine habitat and essential water filtration capacity. The significant reduction in oyster reefs over the past decades has negatively affected the health of Great Bay estuary. The decline in filtering oysters results in diminished ecological benefits for water quality and clarity, nitrogen control, and fish production. Today about eighty acres exist, including thirteen acres restored since 2009 through efforts led by The Nature Conservancy (TNC) and University of New Hampshire (UNH). To help bring back Great Bay's natural filtration system, TNC and UNH have added 3 million oysters to the system since 2009, and have scaled up restoration efforts to aim to rebuild a sustainable oyster population by 2025.

TNC's Marine Restoration Coordinator works closely with the TNC Director of Marine Science and Conservation to help implement the Conservancy's near-shore habitat restoration strategies in the Gulf of Maine. She coordinates logistics and assists with planning, permitting, reporting and outreach activities for the oyster restoration project. An important function of the Restoration Coordinator is to manage an expanding volunteer Oyster Conservationist program to engage the local community in restoration efforts.

The NH Oyster Conservationist (OC) program is a volunteer program that relies on citizens to grow oysters for restoration. Launched in 2006 by UNH, the OC program has been operated by TNC over the past five years. In 2013, the OC program activated its largest-ever group of volunteers (50 families, 2 businesses and 1 school) and produced over 57,000 oysters for reef seeding. Not only does it produce healthy oysters, it generates useful scientific data on oyster growth and survival at different locations around NH's estuaries. The OC program educates local residents about the importance of oysters in restoring water quality, and provides a way for citizens to contribute to restoration while building an estuary-educated community.

The specific Oyster Conservationist Program coordination activities to be undertaken by the Marine Restoration Coordinator include:

RECRUITMENT AND TRAINING:

1. **Recruit** individual, family, school, and business volunteers, and manage volunteer database
2. **Develop and deliver training** on oyster ecology, restoration efforts, and how to use calipers and monitor oysters during OC program

PROGRAM DELIVERY:

3. **Program document preparation** including: datasheet, program schedule, instructions on using calipers to measure spat, removing predators and fouling, and identification guides for local predators and fouling
4. **OC program permit application** – assists TNC Director of Marine Science in securing necessary permits and approvals
5. **Shell washing** of recycled oyster shell to use for spat-on-shell
6. **Cage preparation** with rope, floats and loaded with clean recycled shell
7. **Spat-on-shell preparation** – initial and final spat counts and measurements (mid-July and mid-September in both 2014 and 2015)
8. **Distribution of oyster cages to OC volunteers**

PROGRAM OPERATIONS:

9. **Communication with OC volunteers** on a weekly basis

10. **Data entry, analysis and reporting**
11. **Coordinate with GIS Specialist to create a map of OC sites and size results**
12. **Presentation of program results**

END OF PROGRAM:

13. **End-of-program event coordination and implementation** – event held each year in November.
14. **Outreach booths at oyster festivals, talk/poster at one in-state and one out-of-state conference** – Attend oyster festivals and conferences each year.

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 in part by NOAA’s Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act in conjunction with the NHDES Coastal Program.”

Progress Reports: Prepare and submit two (2) semi-annual Progress Reports to NHCP. The first progress report shall summarize project activity during the period July 1 to December 31, 2014 and is due by January 20, 2015. The second progress report shall summarize project activity during the period January 1 to June 30, 2015 and is due by July 20, 2015. These progress reports should be concise, should not exceed a couple of paragraphs and may be submitted via email.

Final Report: Prepare and submit a Final Report to NHCP by January 20, 2016. An electronic copy of the Final Report shall be submitted in .pdf format. The final report shall summarize the project. An appropriate funding credit using the language quoted in “Outreach” 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.

Final Financial Report: Prepare and submit a final financial summary using a Payment Request Form by February 15, 2016.

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 \$59,798. Matching funds provided by the Grantee shall total at least \$59,798 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.

II. This Agreement is funded under a grant to the NHDES from NOAA, Award # NA13NOS4190042, 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 of AUTHORITY

I, Hans P. Birle, Assistant Secretary of The Nature Conservancy, do hereby certify that:

1. I am a duly appointed, Assistant Secretary of The Nature Conservancy;
2. The Nature Conservancy has agreed to accept Department of Environmental Services funds and to enter into a contract with the Department of Environmental Services;
3. The Nature Conservancy has further authorized the Executive Director of The Nature Conservancy's New Hampshire Chapter 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:

Mark Zankel
(Authorized to Sign)

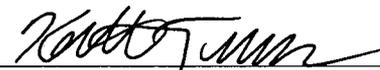
Executive Director- NH Chapter
(Title)

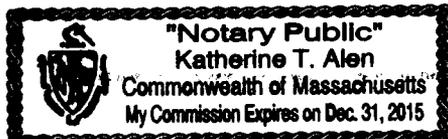
IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Secretary of The Nature Conservancy on the 2nd day of May, 2014.


Name: Hans P. Birle
Title: Assistant Secretary

**COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) SS.**

On this 2nd day of May, 2014, before me, the undersigned notary public, personally appeared Hans P. Birle, Assistant Secretary of The Nature Conservancy (a corporation), to me personally known or otherwise proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding document, and acknowledged to me that he signed such document voluntarily for its stated purpose.


Notary Public: Katherine Turner
My Commission Expires: 12/31/2015



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 THE NATURE CONSERVANCY, a(n) District of Columbia nonprofit corporation, registered to do business in New Hampshire on January 9, 1984. 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 1st day of May, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/05/2014

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).

PRODUCER MARSH USA, INC. 1255 23RD STREET NW 4th FLOOR WASHINGTON, DC 20037 Attn: DC.Certs@marsh.com or Fax to 212-948-0503 040631-WC-13-14	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Insurance Company Of The State Of PA		19429
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CLE-004079325-01 **REVISION NUMBER:** 20

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 CERTIFICATION 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC 067712613 (AOS) ADDITIONAL POLICIES ARE ON PAGE 2	07/01/2013	07/01/2014	X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

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

Re: NH Oyster Conservation Program. Completion Date: December 31, 2015.

CERTIFICATE HOLDER

The New Hampshire Department
 of Environmental Services
 PO Box 95
 Concord, NH 03302-0095

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
 of Marsh USA Inc.
 Manashi Mukherjee *Manashi Mukherjee*

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AGENCY CUSTOMER ID: 040631

LOC #: Washington



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, INC.		NAMED INSURED THE NATURE CONSERVANCY 4245 NORTH FAIRFAX DRIVE SUITE 100 ARLINGTON, VA 22203	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

ADDITIONAL WORKERS COMPENSATION POLICIES
EFFECTIVE DATE (ALL POLICIES): 07/01/2013
EXPIRATION DATE (ALL POLICIES): 07/01/2014
INSURER AFFORDING COVERAGE (ALL POLICIES): INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA - NAIC: 19429

POLICY NUMBER / STATE(S)
WC 067712614 / CA
WC 067712615 / FL
WC 015684664 / MA, ND, OH, WA, WI, WY
WC 069862929 / NJ, PA
WC 069862930 / AK, AZ, GA, VA
WC 069862931 / IL, KY, NC, NH, UT, VT

**Attachment A
Budget Estimate**

Budget Item	State Funding	Match	Total
Salaries & Wages	\$34,774.00	\$7,352.00	\$42,126.00
Employee Fringe Benefits	\$13,910.00	\$2,941.00	\$16,851.00
Travel	\$0.00	\$2,240.00	\$2,240.00
Supplies & Services	\$0.00	\$7,900.00	\$7,900.00
Subcontractual	\$0.00	\$0.00	\$0.00
Facilities and Administrative Costs	\$11,114.00	\$4,665.00	\$15,779.00
Subtotals	\$59,798.00	\$25,098.00	\$84,896.00
In-Kind Contribution (Volunteer Time)		\$34,700.00	\$34,700.00
Total Project Cost			\$119,596.00