



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



December 4, 2013

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 Great Bay Stewards, Inc. (VC # 208564), Greenland, NH, in the amount of \$13,965.00 to develop outputs and summary documents for the Sea Level Affecting Marsh Migration model, effective upon Governor and Council approval through March 31, 2015. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY14</u>
03-44-44-442010-5421-072-500575	\$13,965.00
Dept. Environmental Services, Hazard Resiliency & Adaptation, Grants-Federal	

EXPLANATION

This agreement is **SOLE SOURCE** because the Great Bay Stewards, Inc. (GBS), a non-profit friends group, provides support to the Great Bay National Estuarine Research Reserve (GBNERR), which is managed by the New Hampshire Department of Fish and Game (NHFG). GBNERR and NHFG are in the process of revising their Wildlife Action Plan by implementing the Sea Level Affecting Marsh Migration (SLAMM) model. GBS was included as a project partner in the grant application approved by the National Oceanic and Atmospheric Administration (NOAA) and is the only entity working to implement the SLAMM model in New Hampshire.

DES was awarded a grant from NOAA to advance resiliency and adaptation planning for coastal hazards by integrating tools, research, outreach, and technical assistance. DES will subcontract with several partners to undertake multiple tasks. Two coastal communities will be selected in the first few months of the project, and those two communities, along with the two regional planning agencies in the seacoast and the business community, will be the "end users" who will help develop: a) new data and tools; b) GIS platform to house these new data products as well as existing coastal data (the "Coastal Viewer"); and c) how new information and GIS platform will be delivered and disseminated (the "Toolbox"). These communities will be able to use the technical tools being developed while

Page2

engaged in the "NOAA Roadmap" framework, a participatory approach for assessing a community's vulnerability to hazards. New information generated by this project will include updated and expanded SLAMM model outputs and current information about Fluvial Erosion Hazards. Through an innovative approach of working with end users in target communities throughout the project, both the Toolbox and the analysis and interpretation of the information will be relevant to local decision makers and the local business community.

Great Bay Stewards, Inc. will attend steering group meetings, co-host and facilitate end user workshops to inform coastal viewer development, coordinate with the UNH Jackson Estuarine Laboratory on data verification of sediment elevation table field survey, compile existing data for potential barriers to marsh migration, assist in field verification of National Wetlands Inventory data, incorporate new data, implement the SLAMM model, prepare metadata for each data set generated, develop draft SLAMM model outputs and document summaries consistent with user input, finalize SLAMM model outputs and document summaries, coordinate with the UNH Earth Science Research Center on Coastal Viewer development, participate in the NOAA Roadmap kickoff meetings, and participate in the final workshop to introduce the tools and analysis available in the Coastal Viewer.

Total project costs are \$13,965. A budget breakdown is provided in Attachment A.

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

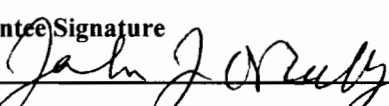
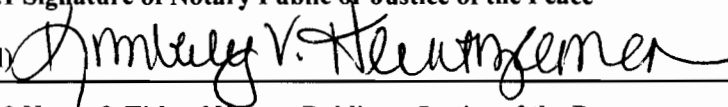
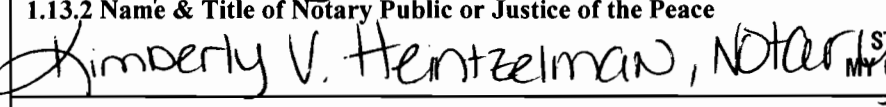
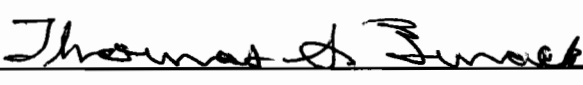

GRANT AGREEMENT

Subject: Great Bay Stewards – Project of Special Merit

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 Great Bay Stewards, Inc.		1.4 Grantee Address 89 Depot Road Greenland, NH 03840	
1.5 Effective Date Upon G&C approval	1.6 Completion Date March 31, 2015	1.7 Audit Date N/A	1.8 Grant Limitation \$13,965.00
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 Jack O'Reilly, President	
1.13 Acknowledgment, State of New Hampshire, County of Rockingham On <u>11/14/2013</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  Kimberly V. Heintzelman, Notary Public KIMBERLY V HEINTZELMAN NOTARY PUBLIC STATE OF NEW HAMPSHIRE MY COMMISSION EXP 2/22/2017			
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>12/3/13</u>			
1.17 Approval by the Governor and Council 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"), 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 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 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 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 following tasks will be performed by Great Bay Stewards, Inc. in conjunction with other project partners to achieve the Project of Special Merit overall goal of developing user-driven analysis products, mapping and query tools, and dissemination techniques.

1. Steering Group

- i. Attend Project of Special Merit steering group meetings.

2. End User Workshops to Inform Coastal Viewer development

- i. Co-host and facilitate (2) meetings with communities, planners, and natural resource managers to discuss potential use of SLAMM, preferences for products, and solicit local knowledge about barriers to marsh migration.

3. Tidal Marsh Elevation Verification

- i. Coordinate with University of New Hampshire (UNH) Jackson Estuarine Laboratory (JEL) on data verification of Sediment Elevation Table (SET) field survey.

4. Sea Level Affecting Marsh Migration (SLAMM)

- i. Compile existing data for potential barriers to marsh migration based on community input (See Task 2), partner knowledge, and Light Detection and Ranging (LIDAR) data.
- ii. Assist in the field verification of updated National Wetlands Inventory data to be used in this project.
- iii. Incorporate new data and implement the second run of the SLAMM model.
- iv. Prepare and submit Federal Geographic Data Committee (FGDC) compliant metadata for each data set generated. The metadata must be compliant with the FGDC's Content Standard for Digital Geospatial Metadata (CSDGM).
- v. Develop draft SLAMM model outputs and document summaries consistent with user input. SLAMM document summaries created for coastal communities shall include information about how to use the model to understand different climate scenarios and management choices using the assumptions and uncertainty of SLAMM.
- vi. Finalize SLAMM model outputs and document summary products, and submit to the New Hampshire Geographically Referenced Analysis and Information Transfer system (NH GRANIT) for incorporation into Coastal Viewer. Final mapping

products shall be distributed to communities, planners, and natural resource managers.

5. Coastal Viewer

- i. Coordinate with NH GRANIT on the development of the Coastal Viewer.

6. NOAA Road Map

- i. Participate in the National Oceanic and Atmospheric Administration (NOAA) Road Map kick off meetings in 2 coastal communities.

7. Final Workshop

- i. Participate in the final workshop to introduce tools and analysis available in Coastal Viewer.

8. Semi-Annual Reports

- i. Prepare and submit two semi-annual progress reports to the New Hampshire Coastal Program (NHCP). The first progress report is due by April 15, 2014 and shall report on project activity during the period October 1, 2013 through March 31, 2014. The second progress report is due by October 15, 2014 and shall report on project activity during the period April 1, 2014 through September 30, 2014.

9. Final Report

- i. Prepare and submit a Final Report to NHCP by April 15, 2015. The final report shall summarize all project activity. An appropriate funding credit statement and logos of NOAA, NH DES and the NH Coastal Program shall appear on all materials intended for public distribution. The funding credit statement shall read as follows: This project was funded under the Coastal Zone Management Act by NOAA's Office of Ocean and Coastal Resource Management in conjunction with the New Hampshire Coastal Program. An electronic copy of the Final Report shall be provided in PDF format and one print copy of the Final Report shall also be submitted.

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 \$13,965. No match is required.

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 # NA13NOS4190142, 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.

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

CERTIFICATE

I, Edward Caito, Treasurer of the Great Bay Stewards, Inc. do hereby certify that:

- (1) I am the duly elected Treasurer;
- (2) at the meeting held on 11/1/13, the Great Bay Stewards, Inc. voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Great Bay Stewards, Inc. further authorized the President 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:

Jack O'Reilly

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the Great Bay Stewards, Inc. this 14th day of November 2013

Edward Caito

Edward Caito, Treasurer

STATE OF NEW HAMPSHIRE

County of Rockingham

On this the 14 day of November, before me Kimberly Heintzelman Name of Notary Public the undersigned officer, personally appeared Edward Caito who acknowledged himself to be the Treasurer of the Great Bay Stewards, 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.

Kimberly Heintzelman

Name of Notary Public (signature above)

Commission Expiration Date:

(Seal)

KIMBERLY V HEINTZELMAN
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
MY COMMISSION EXP 2/22/2017

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 GREAT BAY STEWARDS, INC. is a New Hampshire nonprofit corporation formed October 26, 1995. 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 15th day of November A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/25/2013

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 Foy Insurance - Exeter 64 Portsmouth Ave PO Box 1030 Exeter NH 03833	CONTACT NAME: Nancy Bird CISR ACSR CIC PHONE (A/C No. Ext): (603) 772-4781 FAX (A/C No): (603) 772-3246 E-MAIL ADDRESS: nancy.bird@foyinsurance.com PRODUCER CUSTOMER ID #: 00028393														
INSURED Great Bay Stewards Inc. 89 Depot Road Greenland NH 03840	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Cincinnati Insurance Co</td><td>10677</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Co	10677	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Cincinnati Insurance Co	10677														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER** Master 2011-14 **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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			ENP0093555	8/1/2011	8/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	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 DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	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 <input type="checkbox"/>	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 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)

Civic Group: It has been requested the certificate holder is listed as Additional Insured ATIMA in regards to General Liability policy. This insured is trying for a grant and the certificate holder must be listed as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

david.murphy@des.nh.gov NH Department of Environmental Services 29 Hazen Drive Concord, NH 03301	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 Gary Rohr, CIC/ENANCY
---	--

**Attachment A
Budget Estimate**

Budget Item	State Funding	Match	Total
Salaries & Wages	\$0.00	\$0.00	\$0.00
Employee Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Supplies & Services	\$2,500.00	\$0.00	\$2,500.00
Contractual	\$10,800.00	\$0.00	\$10,800.00
Facilities and Administrative Costs	\$665.00	\$0.00	\$665.00
Subtotals	\$13,965.00	\$0.00	\$13,965.00
In-Kind Contribution		\$0.00	\$0.00
Total Project Cost			\$13,965.00

