



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



September 11, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

*Retroactive
Sole Source*

REQUESTED ACTION

Authorize the Department of Environmental Services to **RETROACTIVELY** pay FY 2014 annual membership dues in the amount of \$3,856.00 and award a **SOLE SOURCE** grant in the amount of \$5,144.00 to the Association of US Delegates to the Gulf of Maine Council on the Marine Environment (VC #166740), Falmouth, ME, to support the Gulf of Maine Council habitat restoration coordinator, effective upon approval of Governor and Council through June 30, 2014. 100% Federal Funds.

Funding is available in the account as follows.

	<u>FY14</u>
03-44-44-442010-3642-072-500575	\$5,144.00
Dept. Environmental Services, Coastal Zone Management, Grants – Federal	

	<u>FY14</u>
03-44-44-442010-3642-026-500251	\$3,856.00
Dept. Environmental Services, Coastal Zone Management, Dues	

EXPLANATION

The annual membership dues is **RETROACTIVE** because the Gulf of Maine Council on the Marine Environment (GOMC) did not submit an invoice for dues until two months after their fiscal year that began on July 1, 2013. The grant for support of the restoration coordinator is **SOLE SOURCE** because this project utilizes the GOMC's existing habitat restoration contractor and other fiduciary components of the GOMC. No other party controls these resources. This task is specifically described in the approved underlying grant to the Department of Environmental Services (DES) from the National Oceanic and Atmospheric Administration (NOAA). This project is the result of our fellow New England states and Maritime Provinces sharing costs to achieve a common purpose.

The State of New Hampshire, through DES, has been a member of the Gulf of Maine Council since it was formed in 1989 by the governors and premiers of the states and provinces bordering the Gulf of Maine. The GOMC is a U.S.-Canadian partnership of government and non-government organizations formed by the Governors and Premiers to maintain and enhance environmental quality in the Gulf of Maine to allow for sustainable resource use by existing and future generations. Membership provides New Hampshire with a voice in the discussion of important issues affecting the State's coastal watersheds, provides access to hundreds of thousands of dollars for coastal restoration grants, and offers the opportunity to address coastal issues that affect New Hampshire from beyond our borders.

DES Web site: www.des.nh.gov

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: (603) 271-2457 • Fax: (603) 271-7894 • TDD Access: Relay NH 1-800-735-2964

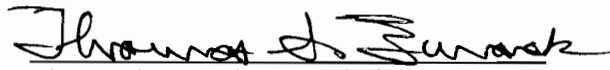
Listed below are answers to standard questions required for Governor and Council organization dues and membership approval submissions:

1. **How long has this organization been in existence and how long has this agency been a member of this organization?** ANSWER: The Gulf of Maine Council on the Marine Environment (GOMC) was established in 1989 and the New Hampshire Coastal Program, through the Office of State Planning and then through the Department of Environmental Services, has been a member since 1989. The Association of US Delegates to the Gulf of Maine Council, a 501 (c) 3 nonprofit organization, was established in 1993 to support the activities of the GOMC.
2. **Is there any other organization that provides the same or similar benefits which your agency belongs to?** ANSWER: No, GOMC is unique in that it provides an opportunity to work closely with representatives from the other two states (Massachusetts, Maine) and two Canadian provinces (Nova Scotia, New Brunswick) that border the Gulf of Maine ecosystem. The GOMC promotes networking and provides numerous work products that benefit the entire Gulf of Maine region and its watersheds.
3. **How many other states belong to this organization and is your agency the sole New Hampshire state agency that is a member?** ANSWER: GOMC represents three states and two Canadian provinces. Throughout the history of the organization the NH Fish and Game Department has also been involved.
4. **How is the dues structure established?** ANSWER: The GOMC sets the same amount of dues per jurisdiction and makes an adjustment for the exchange rate in Canada. Two Canadian federal agencies also pay dues.
5. **What benefit does the state receive from participating in this membership?** ANSWER: GOMC serves to support the healthy functioning of the Gulf of Maine ecosystem and its many resources. The three GOMC goal areas are Restored and Conserved Habitats, Environmental and Human Health, and Sustainable Communities. The primary focus is:
 - a. Sharing best practices in the region;
 - b. Collaborating on regional initiatives;
 - c. Working towards a healthy, productive and resilient ecosystem.
6. **Are training or educational/research materials included in the membership? If so, is the cost included?** ANSWER: GOMC provides numerous educational, and research materials and trainings. These are included in the membership. When opportunities are made available as part of regularly scheduled meetings, there is an optional \$50 meeting registration fee.
7. **Is the membership required to receive any federal grants or required in order to receive or participate in licensing or certification exams?** ANSWER: No.
8. **Is there any travel included with this membership fee?** ANSWER: No.
9. **Which state agency employees are directly involved with this organization?** ANSWER: As designated by the Governor, DES Commissioner Thomas S. Burack is a voting Council member and a voting Gulf of Maine Association member. Rene Pelletier, Water Division, and Steve Couture, New Hampshire Coastal Program, are involved as designees with voting privileges.

10. **Explain in detail any negative impact to the state if the agency did not belong to this organization.** ANSWER: Without membership in the GOMC, New Hampshire would not have the ability to coordinate with its neighboring states of Maine and Massachusetts, and the Canadian Provinces of Nova Scotia and New Brunswick, in the sharing of best practices in the region, collaboration on regional initiatives including habitat restoration projects, and working toward a healthy, productive and resilient ecosystem. New Hampshire would also lose access to educational tools, research materials, trainings and GOMC-sponsored funding opportunities that collectively enhance environmental quality and protection in the region.

In the event that federal funds become no longer available, General Funds will not be requested to support the organization.

We respectfully request your approval.


Thomas S. Burack, Commissioner

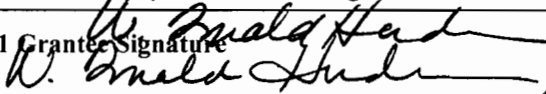
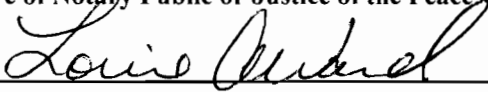
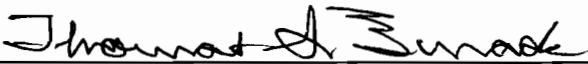
GRANT AGREEMENT

Subject: Gulf of Maine Council Habitat Restoration Coordination

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 29 Hazen Drive Concord, NH 03301	
1.3 Grantee Name Association of U.S. Delegates to the Gulf of Maine Council on the Marine Environment		1.4 Grantee Address PO Box 6063 Falmouth, ME 04105	
1.5 Effective Date Upon G&C approval	1.6 Completion Date June 30, 2014	1.7 Audit Date N/A	1.8 Grant Limitation \$5,144.00
1.9 Grant Officer for State Agency Dave Murphy, NH Coastal Program		1.10 State Agency Telephone Number 603-559-0021	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor W. Donald Hudson, President	
1.13 Acknowledgment: State of Maine, County of On <u>07/29/2013</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 LOUISE A. WARD Notary Public, Maine My Commission Expires December 18, 2019			
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>9/25/2013</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 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 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 Association of U.S. Delegates to the Gulf of Maine Council on the Marine Environment (GOMA) is a 501 (C) 3, nonprofit organization that supports the activities of the Gulf of Maine Council on the Marine Environment (GOMC).

A. Habitat Restoration Coordinator \$5,144

The Gulf of Maine is an internationally and regionally significant ecosystem surrounded by Nova Scotia, New Brunswick, Maine, New Hampshire, and Massachusetts. It is home to more than 2000 species of plants and animals, 2 hemispheric shorebird reserves, Canadian and U.S. National Parks and multiple wildlife reserves. Some of the world's richest fishing grounds are found within the Gulf of Maine as well as habitat for one of the rarest endangered species, the right whale. The Gulf of Maine encompasses the body of water – and all of the watersheds that drain thereto – as bounded by the five political jurisdictions from the elbow of Cape Cod in Chatham, Massachusetts to Cape Sable, Nova Scotia. The five political jurisdictions within the Gulf have a proven 12-year working relationship to promote regional habitat conservation and restoration priorities under the auspices of the GOMC. These funds help enable that partnership to succeed.

A full time contractor coordinates the GOMC-NOAA Habitat Restoration partnership grant program. The USGOMA works closely with this contractor (Coordinator) to ensure success of the partnership. Less than half of the Coordinator's annual contract fee of \$80,000 is covered by the NOAA grant. The remainder is paid by partner organizations. Each state and province stated their plans to provide cash match in the original partnership proposal. It was stated that the NH match would be federal funds. This \$5,144 provides final year of the originally anticipated total of \$15,000 in support from NH over the 3 year partnership. USGOMA provides some of the services listed below and the administrative fee for these services of \$831 is included in the \$5,144 total.

Specific Tasks include:

1. In coordination with USGOMA and jurisdictional representatives oversee project compliance for on-going projects in NH, MA, ME and Canada
2. Prepare Progress and financial reports for NOAA

B. Semi-annual Progress Report

Prepare and submit a progress report to the New Hampshire Coastal Program (NHCP) on December 31, 2013 summarizing work activity through December 31, 2013.

C. Final Report

Prepare and submit a Final Report to NHCP at the close of the project that summarizes the project activities. An appropriate funding credit and logos of NOAA, NHCP & NHDES shall appear on the Final Report.

Matching Funds

The GOMA will provide \$10,000 in matching non-federal funds for this proposal. The source of this match will be Canadian member agency dues.

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 the 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. Payments shall be made to the Grantee no more frequently than monthly. 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.

The total reimbursement shall not exceed the grant award of \$5,144.

The Grantee shall provide and document \$10,000 in non-federal matching funds.

Exhibit C
Special Provisions

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

II. Paragraph 17 of the General Provisions shall not apply to the Grantee as they have certified that only subcontractors will be performing grant activities under this contract and that all subcontractors shall meet the provisions of Paragraph 17.

III. 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

I, Priscilla M. Brooks, Treasurer of the Association of U.S. Delegates to the Gulf of Maine Council on the Marine Environment, do hereby certify that:

(1) I am the duly elected Treasurer;

(2) at the meeting held on 06/13/2013, the Association of U.S. Delegates to the Gulf of Maine Council on the Marine Environment voted to accept DES funds and to enter into a contract with the Department of Environmental Services;

(3) the Association of U.S. Delegates to the Gulf of Maine Council on the Marine Environment 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:

W. Donald Hudson, Jr.

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the Organization, this 14 day of July, 2013.

August

Priscilla M. Brooks

Priscilla M. Brooks, Treasurer

STATE OF MASSACHUSETTS

August County of Suffolk

On this the 14th day of July, 2013, before me Rafael Marcos the undersigned officer, personally appeared Priscilla M. Brooks who acknowledged him/herself to be the Treasurer of the Association of U.S. Delegates to the Gulf of Maine Council on the Marine Environment 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.

Rafael Marcos

Name of Notary Public (signature above)

Rafael Marcos

Commission Expiration Date: 3-7-14
(Seal)

State of New Hampshire

Department of State

CERTIFICATE

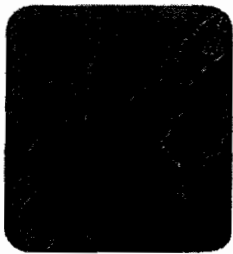
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ASSOCIATION OF U.S. DELEGATES TO THE GULF OF MAINE COUNCIL ON THE MARINE ENVIRONMENT, a(n) Maine nonprofit corporation, registered to do business in New Hampshire on December 17, 2004. I further certify that 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 21st day of May, A.D. 2013

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

William M. Gardner
Secretary of State



Gulf of Maine Association

Directors

HON. STERLING BELLIVEAU
Minister
NS Fisheries and Aquaculture

PRISCILLA M. BROOKS
VP and Director, Ocean Conservation
Conservation Law Foundation

THOMAS BURACK
Commissioner
NH Department of Environmental Services

BRUCE CARLISLE
Director
MA Office of Coastal Zone Management

HON. BRUCE FITCH
Minister
NB Environment and Local Government

W. DONALD HUDSON, JR.
President Emeritus
The Chewonki Foundation

KATHLEEN LEYDEN
Director
ME Coastal Program

JOHN RUAIRIDH MORRISON
Executive Director
NERACOOS

CANADIAN REPRESENTATIVE
Vacant

LEE SOCHASKY
International Resource Planner

Official Observers
JENNIFER ANDERSON
Coordinator
NOAA/NMFS Northeast Regional NEPA Office

CANADA FEDERAL REPRESENTATIVE
Vacant

Contractors
CYNTHIA KRUM
Executive Director

LORI HALLETT
Finance Manager

September 3, 2013

Mr. Thomas S. Burack
NH Dept. of Environmental Services
29 Hazen Dr.
P. O. Box 95
Concord, NH 03302-0095

Re: Request for Membership Dues to the Gulf of Maine Council - Invoice #289

Dear Mr. Thomas S. Burack

An annual contribution to the Gulf of Maine Council on the Marine Environment is requested of member agencies each year.

Please send a check or money order in the amount of **\$3,856** for 2013-2014 fiscal year Membership Dues, made payable to the Gulf of Maine Association at the following address:

Association of US Delegates to the Gulf of Maine Council
PO Box 6063
Falmouth, ME 04105

The tax identification number for the Association is 75-3215772. Please do not hesitate to contact me should you have any questions.

Sincerely,

Lori Hallett
Finance Manager