

5C YOR

New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

February 25, 2021

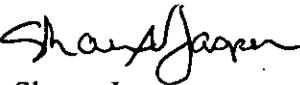
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire State Conservation Committee (SCC) to amend the grant agreement with the Merrimack County Conservation District, Vendor Code 157734. The amendment is for the *Contoocook River Watershed Eastern Brook Trout Habitat Project* modifying the grant completion date from April 30, 2021 to April 30, 2022. The original grant agreement was effective upon Governor and Council approval date April 17, 2019, #61. 100% Other Funds – State Conservation Committee. No additional funds are needed.

EXPLANATION

Merrimack County Conservation District has made significant progress improving the water quality and habitat for native aquatic species in the Contoocook River watershed through stream restoration. The project was planned to be completed by April 30, 2021, however due to unforeseen delays completing community outreach tasks, the project will be completed by April 30, 2022. A substantial amount of work has been completed to date, and Merrimack County Conservation District intends to complete the project within the requested grant extension period. The State Conservation Committee is confident that the Grantee possesses the necessary staff and resources to effectively carry out the duties imposed by this grant.

Respectfully submitted,

Shawn Jasper
Commissioner

Amendment of Contract

The NH State Conservation Committee Department of Agriculture, Markets and Foods and Merrimack County Conservation District hereby mutually agree to amend the contract for *Contoocook River Watershed Eastern Brook Trout Habitat Project* originally approved by the Governor and Executive Council on April 17, 2019, Item #61, as follows:

1. Amend General Provision 1.7, Completion Date, from "April 30, 2021" to "April 30, 2022"; and
2. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and
3. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands.

Merrimack County Conservation District

Peter J. Blakeman
NAME
CHAIRMAN, MCCD
Title

2-2-21
Date

Department of Agriculture, Markets and Foods

Shawn Jasper
Shawn Jasper, Commissioner

3/1/2021
Date

Approved as to form, substance, and execution

/s/ Stacie M. Moeser
Attorney General

March 1, 2021
Date

CERTIFICATE of AUTHORITY

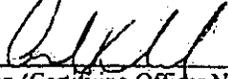
I, Audra Klumb (Certifying Officer Name), Supervisor (Certifying Officer Title) of the Merrimack County Conservation District (Grantee Name) do hereby certify that:

1. I am the duly elected Supervisor (Certifying Officer Title);
2. The Merrimack County Conservation District (Grantee Name) has agreed to accept New Hampshire State Conservation Committee funds and to enter into a contract with the NH State Conservation Committee, Department of Agriculture, Markets and Foods;
3. The Merrimack County Conservation District (Grantee Name) further authorized the Chair (Officer Title) 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:

Peter Blakeman
Print (Officer Name)

Chair
Print (Officer Title)

6. I have hereunto set my hand as the


Sign (Certifying Officer Name)

Audra Klumb
Print (Certifying Officer Name)

Jul 27, 2021
Date Signed:

Supervisor
Print (Certifying Officer Title)

Quarterly Meeting: MCCD Board of Supervisors
Conducted on Zoom
January 21, 2021

7:14 PM to 8:15 PM

DRAFT Minutes

Present: Peter Blakeman – Chair; Robert Bradbury- Supervisor; Audra Klumb- Supervisor; Jeff Moore- Supervisor; Si Robertson- Supervisor; Marty Bender- Associate Supervisor; Stacy Luke –District Manager; Jessica Rock- District Conservationist

1. Minutes

The minutes of October 12, 2020 were reviewed.

Klumb moved to approve the minutes as amended. Moore seconded the motion, which passed unanimously.

2. Treasurer's Report

Luke reported that currently MCCD has \$17,131.32 in its accounts but she has not had time to reconcile the accounts. The Treasurer's Report was deferred to the next meeting.

3. District Manager's Report

Luke discussed current MCCD programming including the social distant farmers' markets MCCD is assisting in Danbury, Contoocook, and Concord. Luke also recently presented for a SNHU Invasive Biology course. The District is getting their spring fundraiser together. Luke has submitted a USDA Farm to School grant to continue their school/ community garden work. This year has been MCCD's best gleaning year with over 75,000 lbs of food valued over \$215,000. MCCD had an unprecedented amount of organic food this year, which has a higher dollar value.

Luke presented a conceptual 2021 Annual Plan of Work as things could change given the pandemic. Currently, no educational programs are being scheduled except for Zoom. This may change as the year progresses. Luke asked the Board about a NHACD request for applications to do legislative tours. Luke discussed the idea with Representative Howard Pearl, chair of the Agriculture & Environment Committee. Pearl agreed that Merrimack County has some great farms to show off but said to hold off deciding to do one until the summer to see if COVID numbers go down. Luke also stated that a legislative tour could be done with our existing funds since it is unlikely people will want to get on a bus together, which would be the biggest expense. The board agreed not to apply for the NHACD program and to look at doing a legislative tour later this year.

Luke discussed outstanding grants including the energy grant and the upcoming on-line market grant for specialty crop producers. Luke also

discussed the Contoocook Creamery Marketing Project; Luke has not heard from Rural Development whether we can proceed as of yet.

Luke discussed that it is County budget season and she may ask some of you to join her budget Zoom call in the near future.

**4. Contoocook River Watershed Eastern Brook Trout Habitat Project
Mooseplate Grant Extension**

The Board discussed accomplishing the in-stream wood project later this year when the Mill Brook site is available- after June. NH Fish & Game and Trout Unlimited will be assisting but volunteers will be sought. Luke discussed it has been difficult to get receipts for the first half of the project from SPNHF. Luke stated that the Board needs to vote on officially asking for an extension from the State Conservation Committee.

Klumb motioned to request an extension of one year for the 4 Contoocook River Watershed Eastern Brook Trout Habitat Project Mooseplate Grant from the NH State Conservation Committee Mooseplate Program. Moore seconded the motion. The motion carried unanimously.

5. NRCS Report

Rock reported on Merrimack County NRCS activities.

6. Other Business

The meeting adjourned at 8:15 pm.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/08/2021

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 Michael N Bertolone Farm Family Casualty Insurance Company 1 Fisher Ave Boscawen, NH 03303	CONTACT NAME: Tanya Decato PHONE (A/C No. Ext): 603.223.6686 FAX (A/C No): E-MAIL ADDRESS: tanya.decato@american-national.com														
INSURED Merrimack County Conservation District 10 Ferry Street, Ste 211 Concord NH 03301-5081	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">(INSURER(S) AFFORDING COVERAGE)</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Farm Family Casualty Insurance Co</td> <td>13803</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> </table>	(INSURER(S) AFFORDING COVERAGE)	NAIC #	INSURER A: Farm Family Casualty Insurance Co	13803	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
(INSURER(S) AFFORDING COVERAGE)	NAIC #														
INSURER A: Farm Family Casualty Insurance Co	13803														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCR LTR	TYPE OF INSURANCE	ADDITIONAL RISKS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 OTHER:		2807L0231	12/08/20	12/08/21	EACH OCCURRENCE: \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		2807E1144	12/08/20	12/08/21	EACH OCCURRENCE: \$1,000,000 AGGREGATE \$1,000,000 \$
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 Y N/A	2807W0187	12/08/20	12/08/21	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER **CANCELLATION**

NH State Conservation Committee PO Box 2042 Concord, NH 03302	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: <i>Michael N Bertolone</i>
---	--

March 19, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire State Conservation Committee (SCC) to enter into a grant with Merrimack County Conservation District, Vender Code 157734, in the amount of \$21,000.00 for *Contoocook River Watershed Eastern Brook Trout Habitat Project* in the Towns of Sutton and Webster, Merrimack County, NH effective upon Governor and Council approval through April 30, 2021. 100% Other Funds.

Funding is available in account, Soil Conservation, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified, pending FY 20 & 21 budget approval.

Funding is available in the Conservation Number Plate account as follows:

02-18-18-184500-28600000 SOIL CONSERVATION

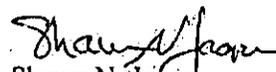
OBJECT

<u>CLASS</u>	<u>ACCOUNT</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>TOTAL</u>
073-500580	Grants - Local Gov't	\$13,500	\$7,500	\$21,000

EXPLANATION

The State Conservation Committee (SCC) in fulfillment of its responsibilities under the Conservation Number Plate grant program, RSA 261:97-c III(a), wishes to provide grant funds to the Merrimack County Conservation District to perform certain tasks as enumerated in Exhibit A for the purposes of improving the water quality and habitat for native aquatic species in the Contoocook River watershed through stream restoration. The SCC is confident that the grantee possesses the necessary staff and resources to effectively carry out the duties imposed by this grant.

Respectfully submitted,

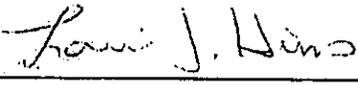
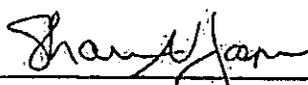
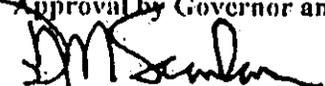

Shawn N. Jasper
Commissioner

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name State Conservation Committee		1.2. State Agency Address P.O. Box 2042, Concord, NH 03302	
1.3. Grantee Name Merrimack County Conservation District VC 157734		1.4. Grantee Address 10 Ferry Street, Suite 211 Concord, NH 03301	
1.5. Grantee Phone # 603-223-6020	1.6. Account Number 28600000-500580	1.7. Completion Date 4/30/2021	1.8. Grant Limitation \$21,000.00
1.9. Grant Officer for State Agency Deirdre Brickner-Wood, SCC Grant Administrator		1.10. State Agency Telephone Number 603-271-3551	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Peter Blakeman Chair, Merrimack County Conservation District	
1.13. Acknowledgment: State of New Hampshire, County of Merrimack, on 2/27/19, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity identified 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 Lorri J. Himes, Notary Public			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Shawn N. Jasper, Commission	
1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable) By:  Assistant Attorney General, On: 3/25/2019			
1.17. Approval by Governor and Council (if applicable) By:  DEPUTY SECRETARY OF STATE , APR 17 2019			

2. SCOPE OF WORK: In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

BANK

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 of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (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 payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date 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 of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these 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 the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OF 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 within (7) 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 of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTER'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 omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. INSURANCE AND BOND.
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workmen's 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 \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof 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 of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
 21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Grantee Initials AS
 Date 2/27/95

**Exhibit A
Scope of Services**

The Merrimack County Conservation District shall perform the following tasks as described below and detailed in the proposal titled *Contoocook River Watershed Eastern Brook Trout Habitat Project* in the Towns of Sutton and Webster, Merrimack County, NH, dated September 14, 2018:

Task 1: Restore 1.9 miles, more or less, of stream channel combined in Mountain and Trout stream on Black Mountain with in-stream wood addition. Provide documentation of services, site plans and photo documentation of site improvements.

Task 2: Restore 1.5 miles, more or less, of stream channel in Mill Brook with in-stream wood addition to re-establish natural hydrologic features, creating proper spawning habitat for native aquatic species. Provide documentation of services, site plans and photo documentation of site improvements.

Task 3: Project Completion. Provide the following:

- a. Implement public awareness program, completing education and outreach event(s) to stakeholders in the Contoocook River watershed and region, provide documentation of events and outreach materials. (Match funded).
- b. Include the NH State Conservation Committee Moose Plate logo and funding credit in all materials released. Provide project photograph for NH State Conservation Committee use.
- c. Install and display, as appropriate to the project, the NH State Conservation Committee Moose Plate sign, provide by the NH State Conservation Committee. Provide a dated photograph of displayed sign.
- d. Submit final report in the NH State Conservation Committee format provided. The final report and all attachments shall be submitted in paper copy and on a CD-ROM or USB flash drive.

Outreach Materials Provision

All materials produced for public distribution shall include the NH State Conservation Committee logo and the following citation: "This project is supported by funds from the sale of the Conservation License Plate (Moose Plate) through the NH State Conservation Committee grant program."

Subcontract Provision

The Grantee may subcontract the services described in the Tasks to entities that are qualified and appropriately licensed to conduct such activities.

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

All services shall be performed to the satisfaction of the NH State Conservation Committee (SCC) before payment is made. All payments shall be made upon receipt and approval of stated outputs and completion of the project.

Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A:

Upon Completion and SCC approval of Task 1	\$13,500.00
Upon Completion and SCC approval of Task 2	\$ 7,200.00
Upon Completion and SCC approval of Task 3	\$ 300.00
Total	\$21,000.00

CERTIFICATE of AUTHORITY

I, Robert Larocque (Certifying Officer Name), Treasurer (Certifying Officer Title) of the Merrimack County Conservation District (Grantee Name) do hereby certify that:

1. I am the duly elected Treasurer (Certifying Officer Title);
2. At the meeting held on this date 2/21/2019, the Merrimack County Conservation District (Grantee Name); voted to accept New Hampshire State Conservation Committee funds and enter into a contract with the New Hampshire State Conservation Committee;
3. The Merrimack County Conservation District (Grantee Name) further authorized the Chair (Officer Title) 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:

Peter Blakeman
Print Officer Name

Chair
Print Officer Title

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer (Certifying Officer Title) of the Merrimack County Conservation District (Grantee Name) on this date 3/1/2019.

Robert Larocque
Signature Certifying Officer

Robert Larocque
Print Certifying Officer Name

STATE OF NEW HAMPSHIRE

County of Merrimack

On this the 1st day of March, 2019 before me

Rebecca Davis
Notary Public

the undersigned officer, personally appeared Robert Larocque (Certifying Officer Name) who acknowledged him / herself to be the MCCD Treasurer (Certifying Officer Title) of the Organization 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.

Rebecca Davis
Notary Public Signature

Commission Expiration Date: 10-15-21
(Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/10/2019

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 Michael N Bertolone Farm Family Casualty Insurance Company 297 Sheep Davis Road Concord NH 0330-5747	CONTACT NAME: Samantha Allman PHONE (AC, TR, EXT): 603.223.6686 FAX (AC, TR): 603.223.6690 EMAIL: samantha.allman@american-national.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Farm Family Casualty Insurance Co NAIC # 13803 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Merrimack County Conservation District 10 Ferry Street, Ste 211 Concord NH 03301-5081	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR	TYPE OF INSURANCE	AUTO	W/CD	W/O	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:				2807L0231	12/08/18	12/08/19	EACH OCCURRENCE: \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence): \$100,000 MED EXP (Any one person): \$5,000 PERSONAL & ADV INJURY: \$2,000,000 GENERAL AGGREGATE: \$4,000,000 PRODUCTS - COM/PROP AGG: \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE/AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COLLUSION SINGLE LIMIT (Per person): \$ BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR				2807E1144	12/08/18	12/08/19	EACH OCCURRENCE: \$1,000,000 AGGREGATE: \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A	2807W0187	12/08/18	12/08/19	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT: \$ 500,000 E.L. DISEASE - EA EMPLOYEE: \$ 500,000 E.L. DISEASE - POLICY LIMIT: \$ 500,000

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

CERTIFICATE HOLDER NH State Conservation Committee PO Box 2042 Concord, NH 03302	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 <i>Michael N Bertolone</i>
--	--