New Hampshire
Department of Agriculture, Markets & Food

Shawn N. Jasper, Commissioner

102

June 2, 2021

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

REQUESTED ACTION

Authorize the New Hampshire Department of Agriculture, Markets & Food, Division of Pesticide Control to enter into a grant agreement in the amount of $16,850.00, with the Cheshire County Conservation District, vendor # 154649, Walpole, NH for the advancement of agricultural research and to assist in the promotion of Integrated Pest Management practices in New Hampshire, Effective upon Governor and Council approval through April 30, 2022. 100% Other Funds.

Funding is available as follows:
02-18-18-183010-21820000 INTEGRATED PEST MANAGEMENT

OBJECT CLASS	ACCOUNT	FY 2021
075-500590	Grants and Subsidies	$16,850

EXPLANATION

The New Hampshire Department of Agriculture, Markets and Food (NHDAMF), Division of Pesticide Control in fulfilling its responsibilities under the Integrated Pest Management (IPM) Program, RSA 430:50; to promote the principles of IPM and assist New Hampshire citizens to advance the practice of such principles, has reviewed the project, "*2021 Integrated Pest Management for Agriculture*", and finds it exemplifies good practices associated with Integrated Pest Management. The research and educational aspects associated with this project and the efforts of the Cheshire County Conservation District will attempt to identify innovative integrated pest management methods available for farmers to manage pests. Experience and results of this project serve the benefit of all citizens of New Hampshire. The attachment includes a summary of the project and the dollar amount associated with each component.

In the event that these funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,

Shawn N. Jasper
Commissioner

Office of Commissioner 25 Capitol Street PO Box 2042 Concord, NH 03302-2042
www.agriculture.nh.gov/divisions (603) 271-3551 Fax: (603) 271-1109
TDD Access: Relay NH 1-800-735-2964

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Agriculture, Markets & Food		1.2 State Agency Address 25 Capitol Street, PO Box 2042 Concord, NH 03302-2042	
1.3 Contractor Name Cheshire County Conservation District		1.4 Contractor Address 11 Industrial Park Drive Walpole, NH 03608	
1.5 Contractor Phone Number 401-578-1608	1.6 Account Number 21820000	1.7 Completion Date April 30, 2022	1.8 Price Limitation $16,850
1.9 Contracting Officer for State Agency David J. Rousseau		1.10 State Agency Telephone Number 603-271-3640	
1.11 Contractor Signature Date: 4/28/21		1.12 Name and Title of Contractor Signatory Amanda Littleton, District Manager	
1.13 State Agency Signature Date: 5/4/21		1.14 Name and Title of State Agency Signatory Shawn N. Jasper, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: */s/ Stacie M. Moeser*		On: June 6, 2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

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2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor 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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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, papers, and documents, all whether finished or unfinished.

10.2 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.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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 given in blocks 1.2 and 1.4, herein.

17. 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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. 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.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. 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 with respect to the subject matter hereof.

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Exhibit A
Services

Cheshire County Conservation District will conduct the project, as described in Exhibit D, ***Integrated Pest Management for Agriculture*** and further the principles and practice of Integrated Pest Management.

Cheshire County Conservation District shall submit a final narrative no more than 30 (thirty) days following the completion date of the project.

The final narrative shall include:

a. a detailed itemized budget;
b. a complete portfolio of outreach materials;
c. an evaluation of the effectiveness of the program; and
d. the overall success of the program.

Exhibit B
Grant Amount, Method of Payment, and Payment Terms

Payment of this grant will be made in the entire sum of $16,850.00. The New Hampshire Department of Agriculture, Markets & Food will process the payment request through the accounting system and mail the check directly to the grantee; which could take up to thirty (30) days. Payment is to be made for items described in original Integrated Pest Management Project Proposal, Rockingham County Conservation District Itemized Budget.

Total payments under this project shall not exceed $16,850.00 for the period ending April 30, 2022.

Unspent funds are to be refunded to the New Hampshire Department of Agriculture, Markets & Food.

Exhibit C
Insurance Provision

Attachment.

Exhibit D
Project Proposal

Attachment.

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Certificate of Authority

I, Andrew Pressman, Chair of the Board of Supervisors of the Cheshire County Conservation District do hereby certify that:

1. Andrew Pressman is the duly elected Chair of the Board of Supervisors;
2. the Cheshire County Conservation District has agreed to accept funds and to enter into a contract with the State of New Hampshire, Department of Agriculture, Markets & Food;
3. the Cheshire County Conservation District further authorizes the District Manager 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:

Amanda Littleton, District Manager
(name, title)

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Board of Supervisors of the Cheshire County Conservation District this 12 day of April, 2021.

Signature : Andrew Pressman

Printed Name : Andrew Pressman

State of New Hampshire
County of Cheshire

On this 12th day of April, 2021, before me Taylor Remy the undersigned officer, personally appeared Andrew Pressman who acknowledged him/herself to be the Chair of the Board of Supervisors being authorized so to do, executed the forgoing instrument for the purpose therein contained.

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

Taylor Remy
Justice of the Peace/Notary Public

Commission Expiration Date: May 1st 2024

(Seal)

TAYLOR REMY
MY COMMISSION EXPIRES MAY 1, 2024
NOTARY PUBLIC
NEW HAMPSHIRE

CHESHIRE COUNTY CONSERVATION DISTRICT
IPM GRANT APPLICATION 2021

Integrated Pest Management for Agriculture
Demonstration Projects

List of People Involved in the Proposed Project:

1. Amanda Littleton
   District Manager
   Cheshire County Conservation District
   11 Industrial Park Dr
   Walpole NH 03608
   603-756-2988 ext.4 office
   401-578-1608 mobile

2. Alena Warren
   District Manager
   Strafford County Conservation District
   264 County Farm Road
   Dover, NH 03820
   603-749-3037

3. Vicky Nelson
   District Manager
   Rockingham County Conservation District
   110 North Road
   Brentwood, New Hampshire 03833
   603-679-2790

4. Jeremy Delisle
   Fruit & Vegetable Production Field Specialist
   UNH Cooperative Extension
   315 Daniel Webster Highway
   Boscawen, NH 03303
   603-255-3592

5. Don Keirstead
   State Resource Conservationist & State Soil Scientist
   USDA Natural Resources Conservation Service
   273 Locust St., Suite 2D
   Dover, New Hampshire 03820
   603- 868-7581

6. Alina Harris
   Integrated Pest and Pollinator Management (IPPM), Xerces Society
   Partner Biologist, USDA-NRCS NH
   273 Locust St., Suite 2D
   Dover, New Hampshire 03820
   603-868-9931 ext. 103

I. Itemized Budget

Task	Staff	Supplies	Mileage	Total
Develop and coordinate IPM for agriculture working group	*(6 hours per District)* $900.00	$0.00	$0.00	$900.00
Develop and promotc cost share program and select participants, provide cost share funding	*(20 hours per District)* $3,000.00	*Cost Share supplies to farmers* $8,000.00	$0.00	$11,000.00
Provide technical assistance to Farmers	*(10 hours per District)* $1,500.00	$0.00	$180.00	$1,680.00
Year 1 Farmer to Farmer Learning Opportunity	*(10 hours per District)* $1,500.00	$390.00	$180.00	$2070.00
Project evaluation & final reporting	*(8 hours per District)* $1,200.000	$0.00	$0.00	$1,200.00
TOTAL	**$8,100.00**	**$8,390.00**	**$360.00**	$16,850.00

II. Project Goal

The main goal of this project is to increase the adoption of innovative integrated pest management (IPM) practices in Agriculture in New Hampshire. This will be accomplished through two main goals. The first is to create a cost-share model for the supplies and equipment producers need to implement IPM and the second goal is to provide outreach, education, and technical assistance to support thc adoption of practices by growers.

III. Project Objectivcs

1. Create a NH IPM Partnership for technical, educational, and financial assistance for NH growers. This group will meet throughout the course of the project to share information and rcsourccs to ensure efforts are coordinated and growers are receiving the best possible services from technical advisors.

2. Establish an IPM practice list for the cost share model which will incentivize the adoption of these practices. The practices planned for this project include but are not limited to, spotted wing drosophila exclusion netting, individual weather stations for optimal scouting and targeted insecticide application, beetle banks to promote beneficial insects, and selective mowing to reduce pest pressure from surrounding host plants.

3. Execute the cost share program with eligible producers.
   The following are the number of farms we anticipate participating in the program:
   - Netting: 2-4 farms
   - Weather Stations: 8 farms
   - Beetle Banks: 3 farms

Farms will be selected through a competitive application process that bases selection on funding availability, the farmer's interest/commitment to Integrated Pest Management, and ensuring a variety of farm types and geographic locations receive the opportunity. Here is a link to the online application form that farmers will be asked to complete: https://forms.gle/rs3LSRKnW2FVuVvLA . This will also be made available as a hard copy paper application. This application was created with input from County Conservation Districts, UNH Cooperative Extension, USDA Natural Resources Conservation Service (NRCS), and the Xerces Society. A committee of staff from these organizations will comprise the selection committee for application review.
This cost-share program will inform the development of practices through the Environmental Quality Incentive Program (EQIP) of the USDA NRCS in NH. When the grant program concludes USDA NRCS will evaluate the opportunity to include SWD netting, weather stations, and beetle banks as practices in their EQIP program. This would allow growers to apply for financial and technical assistance for these practices after our grant program concludes. We are working closely with USDA NRCS staff in NH to increase the likelihood of this possibility.

4. Develop farmer-to-farmer learning opportunities. These will include on-farm demonstrations and workshops as well as round table discussions to review practice implementation and results. These will be held in geographically diverse locations around the state to allow for more producer participation.

5. Create "farmer-friendly" summaries and fact sheets of practices. These summaries will evaluate the success of the cost-shared practices on both economic and natural resource stewardship terms. They will consider the costs of implementation, time commitment of the farm, results of the practices in assisting with IPM strategies, and resources on how other farms can move forward with practice implementation.

The Cheshire, Rockingham and Strafford County Conservation Districts are partnering with UNH Cooperative Extension, and the Xerces Society and the Natural Resources Conservation Service to accomplish the objectives of this project and to make these IPM practices and education available to producers throughout New Hampshire. The Districts have recently been awarded a $79,885 New Hampshire NRCS Conservation Innovation Grant (CIG) to accomplish these objectives. A grant award form New Hampshire department of Agriculture IPM program would serve as part of the necessary match and support for the CIG project to be successful.

IV. Economic and Environmental Impact

Spotted wing drosophila and other pests cause devastating crop loss on fruit and berry operations [1,2]. Spotted wing drosophila (SWD) is a relatively new pest in New Hampshire that has increased pressure to spray insecticides, which are harmful to native pollinators. Integrated Pest Management is an approach that balances pest control with costs and environmental impacts that can be used to reduce the negative effects of pest control

[3]. For example, precision monitoring of pests and weather can help farmers spray insecticides more efficiently and safely, rotating crops and removing alternative host plants from the area can reduce pest populations. Additionally supporting beneficial native insect populations can provide natural pest control. Other new and innovative pest management strategies are being developed all the time as pest populations change and move across the globe [2].

Exclusion netting for SWD is an example of one of the practices that we will focus on implementing and evaluating. Exclusion netting is a cultural pest management technique that creates a physical barrier to prevent insect pests from damaging the crop. Using insect exclusion netting is a prevention strategy (an important component of IPM; PAMS = Prevention, Avoidance, Monitoring, Suppression). If installed and maintained properly, exclusion netting is a viable alternative to using pesticides for crop protection. Exclusion netting is used to accomplish one or more of the following purposes: reduce the environmental impacts of pesticides, as part of pest management conservation system (EQIP Practice 595), to protect berry crops from economically damaging insect pests, such as spotted wing drosophila, and to reduce the use of pesticides on crops that can be harmful to pollinators and other beneficial insects.

Exclusion netting is used successfully in other places, but has not yet been adopted in New Hampshire, largely due to the significant upfront time and monetary costs of establishing the netting on farms. A cost share demonstration program can show farmers how to move forward with establishing these nets. Through the New Hampshire NRCS CIG program, we hope that to demonstrate a need for NRCS to adopt this practice as part of their cost share program to allow for producers access to the monetary resources necessary to establish this practice.

V. Accomplishment of Goals

To address the unique and changing pest control needs of New Hampshire fruit and berry growers, we propose creating a NH Integrated Pest Management Partnership. Relevant experts, service providers, and farmers would work together to efficiently collaborate on research, farmer financial and technical opportunities, education, and other matters. The NH Integrated Pest Management Partnership would include, but not be limited to, the following organization: NH Association of Conservation Districts, NH County Conservation Districts, NH Department of Agriculture, Markets, and Food, National Center for Appropriate Technology, University of New Hampshire Cooperative Extension (UNHCE), USDA Natural Resources Conservation Service, and Xerces Society for Invertebrate Conservation. As an inaugural project for this partnership, we have already received funding from NH NRCS CIG-funded project to provide education and cost-sharing opportunities for innovative IPM practices to NH farmers. This project will be led by the Rockingham, Strafford and Cheshire County Conservation Districts and will involve technical input and participation from the UNHCE, and the Xerces Society for Invertebrate Conservation. Further funding for this project is necessary to assist farmers with the cost of these practices.

The cost of implementing innovative practices is a barrier to farmer adoption, even if a farmer is interested in the practice. Thus providing a cost-share on practices likely to succeed is an effective way to increase adoption. For example, a cost-sharing program to assist farmers with converting their corn planting equipment to no-till offered by the NH Conservation Districts resulted in a dramatic increase in the number of no-till corn growers, having benefits to soil health across the state. The proposed project will include the cost-share approach to encourage the adoption of innovative IPM practices that are not widely accepted in NH, but have shown

potential for success in other locations, including SWD exclusion netting, brush management, beetle banks, weather stations, and more [2,4,5].

VI. and VII. Sampling Methods and Evaluation

Using a combination of surveys and technical assessments, we will evaluate the effectiveness of the IPM practices that are implemented, as well as the effectiveness of outreach and educational efforts. Farmers who installed IPM practices will be asked to evaluate the pest damage to their crops before and after installation, and compare the feasibility and effectiveness of the practice in relation to the alternatives (e.g., is SWD exclusion netting a feasible alternative to spraying insecticides). Technical experts from UNHCE and Xerces will also make these anecdotal evaluations on farms that they visit. Incidental monitoring of pests may be possible at some sites. Attendees at educational events will be asked to rate the value of what they learned and whether they are likely to adopt innovative IPM practices.

VI. Sharing of Results

This project has the potential to have widespread benefits to berry and fruit farms across New Hampshire. IPM practices that are successful and cost effective will be promoted. The results will be widely applicable to all fruit and berry growers in New Hampshire and New England, and will be shared through fact sheets, events, online resources and word of mouth (farmer to farmer as well as District/UNHCE/Xerces to farmer). A statement attributing funding to the NHDAMF will be included in all published literature and advertisements.

IX. Detail how other groups might adopt some of the information you learn or develop.

This project is an important opportunity for all farms and agricultural service providers to learn more about effectively managing new pest issues in New Hampshire. We are hopeful that successful practices will be adopted in to the Natural Resources Conservation Service EQIP cost sharing program for future years.

References

[1] University of New Hampshire. Spotted Wing Drosophila (SWD) – a major pest of fruit crops. extension.unh.edu/resource/spotted-wing-drosophila-swd---major-pest-fruit-crops

[2] Michigan State University. Spotted Wing Drosophila, a new invasive pest of Michigan fruit crops. https://www.agriculture.nh.gov/publications-forms/documents/spotted-wing-drosophila.pdf

[3] Natural Resources Conservation Service. Practice Standard for Integrated Pest Management, 595.

[4] Harris, Alina, The Xerces Society for Invertebrate Conservation. Personal Communication.

[5] University of California Davis. Pest-exclusion nets protect crops to boost yield. https://horticulture.ucdavis.edu/information/pest-exclusion-nets-protect-crops-boost-yield

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member.	*Member Number.*	*Company Affording Coverage.*
Cheshire County Conservation District 11 Industrial Park Dr Walpole, NH 03608	466	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

	Type of Coverage	***Effective Date (mm/dd/yyyy)***	***Expiration Date (mm/dd/yyyy)***	***Limits*** **- NH Statutory Limits May Apply, If Not:**	
X	**General Liability** (Occurrence Form) **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence	7/1/2020	7/1/2021	Each Occurrence	$ 5,000,000
				General Aggregate	$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll. Any auto			Combined Single Limit (Each Accident) Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease – Each Employee	
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:		Additional Covered Party		Loss Payee	**Primex³ – NH Public Risk Management Exchange**
					By: *Mary Beth Purcell*
NH Dept. of Agriculture, Markets & Food PO Box 2042 25 Capitol St Concord, NH 03302-2042					Date: 11/3/2020 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**