

48

New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

5E

March 14, 2024

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 Merrimack County Conservation District, Concord, NH, Vendor Code: 157734, for the *Improving Aquatic Organism Passage at Rocky Point* in the Town of Loudon, Merrimack County, by extending the grant completion date from April 30, 2024 to April 30, 2025, effective upon Governor and Council approval. The original grant agreement was approved by Governor and Council on May 4, 2022 item #48. No additional funds are needed. 100% Other Funds.

EXPLANATION

The Merrimack County Conservation District received a grant to complete the replacement of culverts at Rocky Pond in the towns of Canterbury and Loudon. The project was planned to be completed by April 30, 2024, however due to the rainy weather during the scheduled installation period, the project will be completed by April 30, 2025. The Merrimack County Conservation District intends to complete the project within the requested grant extension period.

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

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 *Improving Aquatic Organism Passage at Rocky Pond in the Town of Loudon* project originally approved by the Governor and Executive Council on May 4, 2022 Item #48, as follows:

1. Amend General Provision 1.7, Completion Date, from "4/30/2024" to "4/30/2025"; 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

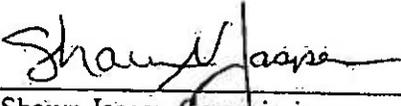


NAME: Audra Klumb

Supervisor
Title

1/29/2024
Date

Department of Agriculture, Markets and Foods



Shawn Jasper, Commissioner

3/18/24
Date

Approved as to form, substance, and execution.



Shari Phillips, AAG
Attorney General

3/18/2024
Date

Certificate of Authority

I, Robert Larocque, hereby certify that I am duly elected Treasurer of Merrimack County Conservation District. I hereby certify the following is a true copy of a vote taken at meeting of the Board of Supervisors, duly called and held on January 18, 2024, at which a quorum of the Supervisors were present and voting.

VOTED: That is Audra Klumb, Vice Chair, is duly authorized to enter into contracts or agreements on behalf of with the State of New Hampshire and any of Merrimack County Conservation District its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATE: 1-29-24

ATTEST:

Robert Larocque

Meeting: MCCD Board of Supervisors
10 Ferry Street Suite 211, Concord, NH

7:02 PM to 9:44 PM

January 18, 2024

Minutes

In person

Audra Klumb- Vice Chair
Jeff Moore, Supervisor
Gerald Courser, Associate Supervisor
Sam Moore, Associate Supervisor
Stacy Luke, District Manager
Carrie Cree, Conservation Technician
Joe Buford, Acting State Conservationist
Devon Cunningham- Assistant State Conservationist- Management & Strategy

By Zoom

Marty Bender, Associate Supervisor
Bob Bradbury- Supervisor
Tina Donovan- Resource Conservationist
Steve Scapicchio- NHACD President

Audra Klumb, Vice Chair, opened the meeting at 7:02 PM and welcomed everyone.

1. Minutes

The minutes were discussed and reviewed for the November 17, 2023, meeting. Sam Moore moved to approve the minutes, as amended. Jeff Moore seconded the motion, which passed unanimously.

2. Treasurer's Report

MCCD is still in need of a CPA to do a financial review. Actively looking to recruit. The Treasurer's Report was filed for audit.

3. NRCS Report

Buford, Cunningham, and Donovan gave a report on NRCS programs including NRCS staffing, signups for NRCS programs, discussion of the State Technical Committee meetings (2/16; 5/15; 8/21 and another in October), and the offer of NRCS staff for outreach programs. The State Conservation Innovation Team, headed by Chad Cochrane, was discussed with the hopes of greater efficiency in the implementation of NRCS programs.

Luke asked about allowing Cree, Conservation Biologist, to be able to access AgLearn to train to be a conservation planner. Cunningham stated he would work on getting Cree on-boarded. Cunningham and Buford also discussed NH NRCS gets Boston locality for income, which will hopefully attract more applicants.

4. District Manager's Report

a) *Health Insurance Coverage for Employees- Update*

Last meeting Luke was to research health insurance policies, they were approved for one year. Luke stated that our payroll company, Complete Payroll Solutions, was able to acquire Anthem insurance for employees, if needed. New full-time employee Steven Cook prefers the Anthem insurance to purchasing his own insurance on the Exchange. Luke asked the Board how to proceed.

The Board agreed to offer full-time employees benefits of up to 22% of their salary, which is the grant funded amount, of which the employee could choose the Anthem insurance plan.

b) Improving Aquatic Organism Passage at Rocky Point in the Town of Loudon Mooseplate Grant Extension Approval

Luke stated that the Mooseplate grant for the *Improving Aquatic Organism Passage at Rocky Point in the Town of Loudon* project on Harmony Lane will need to be extended. The grant modification was reviewed.

Jeff Moore motioned to accept the grant contract with extension and appoint Audra Klumb to sign the agreement. Bradbury seconded the motion, which passed unanimously.

c) Scholarship Renewal

Luke asked if MCCD will be offering a 2024 scholarship. It was agreed unanimously to offer the scholarship again this year.

d) Conservation Technical Assistance Grant Update

Luke stated that MCCD has been provisionally approved for this grant and in future meetings MCCD will be asked to hire potential conservation planners. Carrie Cree expressed an interest in the position.

e) Equipment Field Day

It was agreed to do an Equipment Field Day at Carter Hill Orchard on April 23rd.

5. Partners Reports

a) *Review of NHACD Grant Participation*

Bender and Scapicchio discussed NHACD's new focus on supporting districts and updates on agreements, programs, and events.

The Board discussed participating in the NHACD Demonstration Agreement with NRCS. The Board agreed to defer decision to another meeting.

b) Review of Hillsborough CCD Letter

The Board reviewed the Hillsborough CCD letter to the State Conservationist. Agreement was to send a letter to NRCS regarding staffing, building good relationships with agricultural producers, and improving productivity.

f) Other Business: None at this time.

The meeting adjourned at 9:45PM.

New Hampshire
Department of Agriculture,
Markets & Food

APR 19 '22 PM 12:56 RCWD

YR
48

Shawn N. Jasper, Commissioner

March 24, 2022

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, Concord, NH. Vendor Code: 157734, in the amount of \$30,000 for the *Improving Aquatic Organism Passage at Rocky Point* in the Town of Loudon, Merrimack County, effective upon Governor and Council approval through April 30, 2024.
100% Other Funds

Funding is available in account, Soil Conservation, in Fiscal Year 2022 and 2023 and is anticipated to be available in Fiscal Year 2024, upon the continued appropriation of funds in the future operating budget as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

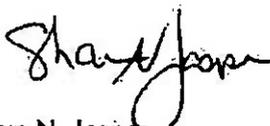
02-18-18-184500-28600000 SOIL CONSERVATION

<u>CLASS-ACCOUNT</u>	<u>DESCRIPTION</u>	<u>FY2022</u>	<u>FY2023</u>	<u>FY2024</u>	<u>TOTAL</u>
073-500581	Grants - To Non-Profits-State	\$1,000	\$28,500	\$500	\$30,000

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 Merrimack County Conservation District to perform certain tasks as enumerated in Exhibit B for the purposes of improving wildlife habitat, water quality and hydraulic capacity through the replacement of culverts at Rocky Pond in the towns of Canterbury and Loudon. 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

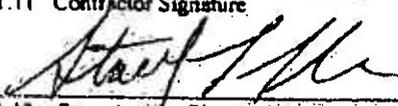
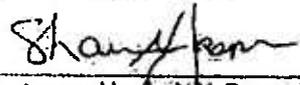
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name State Conservation Committee		1.2 State Agency Address P.O. Box 2042 Concord, NH 03302	
1.3 Contractor Name Merrimack County Conservation District Vendor Code: 157734		1.4 Contractor Address 10 Ferry Street, Suite 211 Concord, NH 03301	
1.5 Contractor Phone Number (603) 223-6020	1.6 Account Number 2860-5005B1	1.7 Completion Date 4/30/2024	1.8 Price Limitation \$30,000.00
1.9 Contracting Officer for State Agency Deirdre Brickner-Wood, SCC Grant Administrator		1.10 State Agency Telephone Number 603-271-3551	
1.11 Contractor Signature  Date: 2/21/22		1.12 Name and Title of Contractor Signatory Stacy L. Luke, District Manager, MCCD	
1.13 State Agency Signature  Date: 3/05/22		1.14 Name and Title of State Agency Signatory Shawn N. Jasper Commissioner	
1.15 Approval by the NH. 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: 1st Starla M. Macaer On: March 31, 2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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 on 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.

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

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.

**Exhibit A
Special Provisions**

There are no modifications, deletions or additions to the General Provision of this form.

**Exhibit B
Scope of Services**

The Merrimack County Conservation District shall perform the following tasks as described below and detailed in the proposal titled *Improving Aquatic Organism Passage at Rocky Point* in the Town of Loudon, Merrimack County, NH, dated September 10, 2021:

Task 1. Complete culvert replacements with an open bottom structure at the outlet of Rocky Pond on Harmony Lane South in the towns of Canterbury and Loudon, to restore aquatic organism passage, hydraulic connectivity, and flood resistance to fluctuate naturally with the lake levels. SCC grant funds will support purchasing materials and/or construction activities for outcomes. Provide documentation of costs and demonstration of improvement completion.

Task 2. Complete the following:

- a. Implement outreach and public awareness program, provide documentation of outreach and relevant publications. All outreach materials produced for public distribution shall include the NH State Conservation Committee Moose Plate logo and acknowledgment the project was funded by the NH State Conservation Committee Conservation Moose Plate Grant Program.
- b. Provide at least one project photograph (JPG) for NH State Conservation Committee use.
- c. Install and display, as appropriate to the project, the NH State Conservation Committee Moose Plate sign, provided 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. Submit the final report and all attachments as instructed by the State Conservation Committee.

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 C
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 B:

Upon Completion and SCC approval of Task 1	\$29,500.00
Upon Completion and SCC approval of Task 1	\$ 500.00
Total	\$30,000.00

CERTIFICATE of AUTHORITY

I, Audra Klumb Vice Chair of the Merrimack County Conservation District do hereby certify that:

1. I am the duly elected Vice Chair;
2. At the meeting held on this date January 20, 2022, the Merrimack County Conservation District voted to accept New Hampshire State Conservation Committee funds and enter into a contract with the New Hampshire State Conservation Committee, Department of Agriculture, Markets and Foods;
3. The Merrimack County Conservation District further authorized the Stacy L. Luke, 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:

Stacy Luke Print
(Officer Name)

District Manager
Print (Officer Title)

6. I have hereunto set my hand as the


Sign (Certifying Officer Name)

3/5/2022
Date Signed:

Audra Klumb
Print (Certifying Officer Name)
Vice Chair
Print (Certifying Officer Title)

Quarterly Meeting: MCCD Board of Supervisors
Carter Hill Orchard, Concord, NH
January 20, 2022

7:09 PM to 8:44 PM

Approved Minutes

Present:

In-Person at Pillsbury Free Library: Peter Blakeman – Chair; Audra Klumb- Vice Chair; Robert Bradbury- Supervisor; Si Robertson- Supervisor; Gerald Courser- Associate Supervisor; Stacy Luke –District Manager;

Via Zoom: Jeff Moore- Supervisor; Marty Bender- Associate Supervisor; Sam Moore- Associate Supervisor; Jessica Rock- District Conservationist

1. Minutes

The minutes of September 2021 were reviewed.

Bradbury moved to approve the minutes. Courser seconded the motion, which passed unanimously.

2. Treasurer's Report

The Board reviewed the financials.

A surplus from increased plant sales was discussed and how to use those funds.

Klumb moved to award two scholarships this year; one for an incoming first-year student and one for an upperclassman. Robertson seconded the motion, which passed unanimously.

Luke informed the Board that there needs to be additional signers on the checking account created for the cash match committed to the Harmony Lane project. The signers on the other Merrimack County Savings Bank accounts were also discussed.

Robertson moved to appoint Bradbury, Klumb, and Larocque as additional signers on the Merrimack County Savings Bank accounts. Moore seconded the motion, which passed unanimously.

The Treasurer's Report was filed for audit.

3. District Manager's Report

Luke verbally discussed MCCD activities in the past three months. MCCD has received several grants in which the funds need to be approved by the Board in order to sign and send the paperwork to Governor & Council.

Robertson moved to accept the Mooseplate Grants for the Rocky Pond Culvert Replacement and the No-Till Seeder and to appoint Luke or Bradbury the signer on the grant. Klumb seconded the motion, which passed unanimously.

Klumb moved to accept the Specialty Crop Block Grant to promote the farmers' market WIC program and to appoint Luke the signer on the grant. Bradbury seconded the motion, which passed unanimously.

Luke also discussed a tentative offer MCCC has given to NRCS to assist with administrative and technical work to help the field office during the period in which it is short-staffed. This agreement may go through the Conservation District Employees' Association of NH.

Klumb moved to offer NRCS field assistance and to work towards an agreement providing administrative and technical work to the Merrimack County Field Office. Bradbury seconded the motion, which passed unanimously.

Luke also discussed the 2022 Plan of Work as there are already numerous requests for workshops yet staffing may be tight. In terms of subsurface workshops, Blakeman suggested working with Hillsborough CCD for a workshop at Fox Forest as well as AutoCad workshops and Klumb suggested a focus on erosion control on lakes. Other suggestions were a summer erosion control workshop and possible workshops at Beech Hill Farm and Shaker Village in order to keep people outside as much as possible.

Luke also stated that MCCC was asked if we could use upwards of \$25,000 to bolster our on-line platform for specialty crop producers grant. Some ideas involved assisting farms who have pre-existing websites but want improvements, hiring a photographer to do good quality photographs for on-line sales. Other suggestions included seeing if funds could cover shipping and packaging costs. Courser suggested MCCC reach out to the lavender farm that just received a large VAPG grant.

Luke also discussed engaging in an agreement with Lavalley Farm over the use, maintenance, and storage of the no-till seeder. Chris Lavalley is interested in adding liquid fertilizer boxes but did not want to modify it not knowing the long-term plan. Luke will work with him on a plan and agreement.

4. Partners Report

Bender and Luke reported on NHACD. NHACD has \$7,000 in funds to give to conservation districts for outreach. The Board discussed ideas for these funds which included a farm tour in partnership with NH Farm Bureau with the possibility of renting buses, funds to go to the local food guide where NRCS programs could be highlighted, and an upgrade and enhancement to the newsletter.

Bender discussed NHACD's legislative meetings in which they are looking for two representatives from each County. The Board asked to send more information to them with details when it becomes available.

5. NRCS Report

Rock verbally reported on Merrimack County NRCS activities.

6. Other Business

None at this time.

7. Adjourn

Moore moved to adjourn the meeting. Klumb seconded the motion. The motion passed unanimously.

The meeting adjourned at 8:44 pm.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/11/2022

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 (AC, HO, EXT): 603.223.6686 FAX (AC, HO): E-MAIL: tanya.decato@american-national.com ADDRESS:
INSURED Merrimack County Conservation District 10 Ferry Street, Ste 211 Concord NH 03301-5081	INSURER(S) AFFORDING COVERAGE INSURER A: Farm Family Casualty Insurance Co NAIC # 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.

CLASS	TYPE OF INSURANCE	APPLICABLE FROM	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (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	12/08/21	12/08/22	EACH OCCURRENCE: \$2,000,000 DAMAGE TO RENTED PREMISES (EA 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: \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE COV. RETENTION \$10,000		2807E1144	12/08/21	12/08/22	EACH OCCURRENCE: \$1,000,000 AGGREGATE: \$1,000,000 \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	2807W0187	12/08/21	12/08/22	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> DIN-BA 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 Michael N Bertolone
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