

48

New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

61

May 1, 2024

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

REQUESTED ACTION

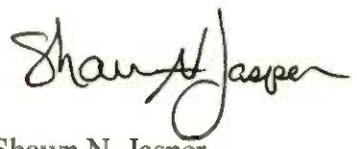
Authorize the New Hampshire State Conservation Committee (SCC) to **retroactively** amend the grant agreement with Hillsborough County Conservation District, Milford, NH, Vendor Code 154768 for the *Supporting Soil Health Management in Hillsborough County*, by extending the grant completion date from 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 #46. No additional funds are needed. 100% Other Funds

EXPLANATION

The Hillsborough County Conservation District received a grant to perform certain tasks as enumerated in Exhibit B for the purposes of purchasing agricultural equipment for landowners and managers to use in Hillsborough County, and providing outreach and technical assistance. This request is **retroactive** as the project was planned to be completed by April 30, 2024. Due to unexpected delays due to staffing demands, the project will be completed by April 30, 2025. The Hillsborough 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 Hillsborough County Conservation District hereby mutually agree to amend the contract for *Supporting Soil Health Management in Hillsborough County* project originally approved by the Governor and Executive Council on May 4, 2022, Item #46, 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.

Hillsborough County Conservation District

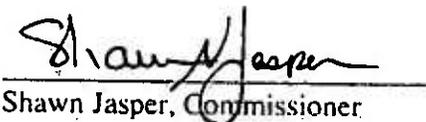


NAME: Eric Radlof

4/17/2023
Date

Chairman
Title

Department of Agriculture, Markets and Foods



Shawn Jasper, Commissioner

5/1/24
Date

Approved as to form, substance, and execution.



Sheri Phillips
Attorney General

5/2/2024
Date

Certificate of Authority #1 – Resolution for Vote

I, Christopher Connolly, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name #1)
Hillsborough County Conservation District. I hereby certify the following is a true copy of a vote taken at
(Name of Grantee)

a meeting of the Board of Directors / Council / Selectboard / Supervisors, duly called and held on
April 17, _____ 2024,

at which a quorum of the Directors/Councilors/Selectmen/Supervisors, were present and voting.

VOTED: That Eric Radlof, Chairman is
(Name #2 and Title. May list more than one person)

duly authorized to enter into contracts or agreements on behalf of

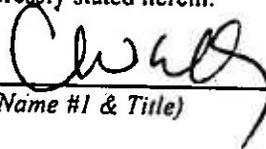
Hillsborough County Conservation District with the State of New Hampshire and any of
(Name of Grantee)

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: 4/17/2024

ATTEST:


(Name #1 & Title)

Christopher Connolly, Treasurer



HILLSBOROUGH COUNTY CONSERVATION DISTRICT

CONSERVATION TOWARD SUSTAINABLE
AGRICULTURE and FORESTRY

Chappel Prof Ctr • 468 Rte 13 South • Milford, NH 03055 • phone 603-673-2409, X4 • fax 603-673-0597 • hillsboroughccd.org

Minutes

HCCD Board of Supervisors Meeting
April 17, 2024

Present: Eric Radlof – Chair, Chris Connolly – Treasurer, Dena Hoffman – Board Supervisor, Mike Gagnon – UNH Cooperative Extension, Rebecca Svoboda – USDA NRCS, Kerry Rickrode – District Manager

The meeting was called to order at 5 PM by Eric Radlof, Chair.

There was a motion to approve the 2/21 HCCD Board meeting minutes by Chris, seconded by Eric.

There was a motion to accept the Treasurer's Report presented from February 2024 through April 2024 by Chris, seconded by Dena.

UNH Cooperative Extension Report:

- Mike provided an update.
- Staffing Update - there is currently a search for a new University President. Kyle Quigley has moved on. Looking to hire an Ag Specialist in Hillsborough County to replace him. Ken LaValley is now Director of online Education. Amy Loader is the new Interim UNH Cooperative Extension State Director. Mary Tebo Davis retired and hiring for her replacement now.
- The County is renovating the old cow barn at the County Complex for UNH Coop. Extension to relocate their office space.
- Mike has been busy with programming and woodlot visits are slowly starting up again. He did a woodland walk with Greenfield Conservation Commission and with Sharon Conservation Commission. Held a safety day for arborists and landscape organizations. Participated in a FFA competition. Offered programming with the Harris Center. A full day landowner chainsaw training at Beaver Brook Association is coming up. Did a 4-H walk, helping Alvirne High School prepare for NH Envirothon competition, offering an invasives training in Lancaster focusing on knotweed and buckthorn on 6/16. On 8/29 a half day invasives training on applicator techniques will be held.

NRCS Report:

- Becca provided an update.
- Staff have been busy handling EQIP Round 1 applications and Round 2. 91 applications were pre-approved in the first round. Staff is trying to get caught up.
- CSP renewals are due by 4/26. Working with landowners to get in place for Round 2.
- They have more customers than they have planners.

District Manager's Report:

- Kerry provided a DM Report for the Board to review.
- Board reviewed the Local Work Group meeting summary. In addition to what was captured during the meeting, Board offered feedback specific to NRCS practices. Practices that have been popular with forestry include Brush Management, Forest Stand Improvement, Degraded Stand, Invasives Control, Early Successional Habitat, Forest Trails & Landings, doing patch cuts. Access Roads are more expensive after the engineer plan comes back. Sugarbush enhancement has been a great practice. EQIP contracts/plans are great for new landowners as it serves as a gateway for more work in the future and good land management. Climate-smart forestry practices have been great. Other input was erosion issues on farms due to increased precipitation (too much water too fast) has been an issue. Other recommendations were to offer more public education opportunities, energy efficiency related to maple and solar practices.
- Kerry provided a grant update. There is a need to extend the 2022 Moose Plate grant for one year to complete all project tasks. There was a motion to extend the 2022 Moose Plate grant entitled Supporting Soil Health

Management in Hillsborough County" for one-year to be completed by 4/30/25 by Eric Radloff, seconded by Chris Connolly:

- Kerry reviewed the FY 2025 County Budget session meetings and schedule. Next meeting with the Budget Subcommittee is 5/13 at 10 AM. Kerry will email the Board and see if anyone is available to attend.
- Board discussed a donation to honor Tom Dufresne. Kerry will look up how much we donated for Tyler Hardy and do the same for Tom. Options are Dana Farber or Jimmy Fund.
- The NH Envirothon competition is on 5/21 at NHTI-Concord. They are still seeking volunteers to help.
- Kerry will contact Trevor to see if we can hold an equipment demonstration and workshop at Brookdale in May.
- Board reviewed the District timeline. Chris brought up looking at already established You Tube videos we could use to complement the equipment we own. Mike mentioned possibly holding an invasives workshop in July at the Hillsborough County land in Goffstown.
- Kerry mentioned interest by the Hollis Conservation Commission to partner with HCCD in submitting a Moose Plate grant application for invasives work at a few Hollis sites.

Eric made a motion to adjourn at 7:20 PM seconded by Chris, unanimously passed.



CERTIFICATE OF COVERAGE

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

Each member of Primex is entitled to the categories of coverage set forth below. In addition, Primex 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 Primex, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex 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 Primex. 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:	
Hillsborough County Conservation District Chappell Professional Center 468 Route 13 South Milford, NH 03055		404	NH Public Risk Management Exchange - Primex PO Box 23 Hooksett, NH 03106-9716	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2023	7/1/2024	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2023	7/1/2024	Combined Single Limit (Each Accident)	\$2,000,000
			Aggregate	\$10,000,000
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease - Each Employee	
			Disease - Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	7/1/2023	7/1/2024	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party:	Loss Payee:	Primex - NH Public Risk Management Exchange
NH State Conservation Committee PO Box 2042 Concord, NH 03302-2042			By: <i>May Bel Reed</i> Date: 4/22/2024 mpurcell@nhprimex.org
			Please direct inquiries to: Primex Claims/Coverage Services 603-273-2841 phone 603-228-3833 fax



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: Hillsborough County 329 Mast Road - Suite 114 Goffstown, NH 03045		Member Number: 608	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> 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
NH State Conservation Committee PO Box 2042 Concord, NH 03302-2042			By: <i>Mary Beth Purcell</i>
			Date: 4/30/2024 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

New Hampshire
Department of Agriculture,
Markets & Food

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 Hillsborough County Conservation District, Milford, NH, Vendor Code: 154668, in the amount of \$29,648 for *Supporting Soil Health Management in Hillsborough 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.

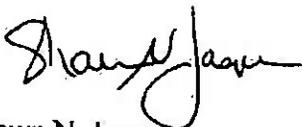
02-18-18-184500-28600000 SOIL CONSERVATION

<u>CLASS-ACCOUNT</u>	<u>DESCRIPTION</u>	<u>FY 2022</u>	<u>FY2023</u>	<u>FY2024</u>	<u>TOTAL</u>
073-500581	Grants – To Non-Profits-State	\$1,000	\$26,865	\$1,783	\$29,648

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 Hillsborough County Conservation District to perform certain tasks as enumerated in Exhibit B for the purposes of purchasing agricultural equipment for landowners and managers to use in Hillsborough County, and providing outreach and technical assistance. 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,



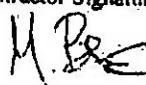
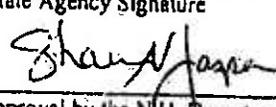
Shawn N. Jasper
Commissioner

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

1. 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 Hillsborough County Conservation District Vendor Code: 154668		1.4 Contractor Address Chappell Professional Center 468 Route 13 South Milford, NH 03055	
1.5 Contractor Phone Number (603) 801-6839	1.6 Account Number	1.7 Completion Date 4/30/2024	1.8 Price Limitation \$29,648.00
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: 1.27.22		1.12 Name and Title of Contractor Signatory Melissa Blindow Vice Chairman, HCCD	
1.13 State Agency Signature  Date: 3/25/22		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: <i>Isl Stacie M. Mares</i> On: March 31, 2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials MB
Date 1-27-22

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-e 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 Hillsborough County Conservation District shall perform the following tasks as described below and detailed in the proposal titled *Supporting Soil Health Management in Hillsborough County* in Hillsborough County, NH, dated September 10, 2021:

Task 1: Demonstrate the purchase of a Lime/Wood Ash Spreader equipment for the purpose of making the equipment available to landowners and manager. Complete equipment inventory agreement.

Task 2: Complete development of lease agreement and educational and promotional materials. Complete one equipment workshop to demonstrate equipment usage and soil health.

Task 3. Complete evaluation of rental program.

Task 4: Provide the following for project outreach and close-out:

- a. Complete second equipment workshop to demonstrate equipment usage and soil health. Implement outreach and public awareness program; provide documentation of 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	\$25,013.00
Upon Completion and SCC approval of Task 2	\$ 1,923.00
Upon Completion and SCC approval of Task 3	\$ 929.00
Upon Completion and SCC approval of Task 4	\$ 1,783.00
Total	\$29,648.00

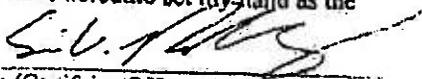
CERTIFICATE of AUTHORITY

I, Eric Radlof (Certifying Officer Name), Chair
(Certifying Officer Title) of the Hillsborough County Conservation District (Grantee Name)
do hereby certify that:

1. I am the duly elected Chair (Certifying Officer Title);
2. The Hillsborough 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 Hillsborough County Conservation District (Grantee Name) further authorized the Vice 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:

Melissa Blindow
Print (Officer Name)
Vice Chair
Print (Officer Title)

6. I have hereunto set my hand as the


Sign (Certifying Officer Name)
2/11/2022
Date Signed:

Eric Radlof
Print (Certifying Officer Name)
Chair
Print (Certifying Officer Title)



HILLSBOROUGH COUNTY CONSERVATION DISTRICT

CONSERVATION TOWARD SUSTAINABLE
AGRICULTURE and FORESTRY

Chappell Print Ctr • 468 Rte 13 South • Milford, NH 03055 • phone 603-673-2409, X4 • fax 603-673-0597 • hillsboroughccd.org

Minutes

HCCD Board of Supervisors Meeting

January 26, 2022

via Zoom recorded

Present: Eric Radlof – Chair, Melissa Blindow – Vice Chair, Tom Jones – Supervisor, Tom Dufresne – Supervisor, Chris Connolly – Secretary/Treasurer, Trevor Hardy – Associate Supervisor, Kerry Rickrode – District Manager, Mike Gagnon – UNH Cooperative Extension, Jessica Rock – USDA NRCS

The meeting was called to order at 7:05 PM by Eric Radlof, Chair.

There was a motion by Trevor Hardy to accept the minutes from the December 8, 2021 meeting as written, seconded by Tom Dufresne, unanimously passed.

Treasurer's Report was presented and discussed. Melissa Blindow made a motion to accept the Treasurer's Report as presented, seconded by Tom Dufresne, unanimously passed.

NRCS Report:

- Jessica Rock provided a written report.
- NRCS is working to hire several positions.
- Jessica offered a program application update. EQIP: ~40 apps; EQIP CIC: 8; RCPP: 1 – Merrimack River Watershed dam removal; CSP renewals: 3 w/ one multi-county covering 56,000 acres statewide in the amount of \$170,000. CSP is set to be the biggest year yet.
- Jessica clarified sprayer calibration falls under EQIP CIC with a \$200,000 separate payment limitation and contract life of 5 years, regular EQIP is 3 years
- NHACD is hoping to hire a 4th Conservation Planner to directly benefit Hillsborough/Merrimack County offices. Jesse Wright will be staying with Belknap County producers.
- Trevor commented he feels our County is being left behind. Board discussed a response letter be drafted and sent to Becky Ross with the District's concerns to maintain a continuous dialogue.

UNH Cooperative Extension Report:

- Mike Gagnon, Hillsborough County Forester, provided a UNH Cooperative Extension Update.
- A lot of staffing changes have been occurring within UNH CE. Eric McCambly has been hired as the new 4H Coordinator replacing Jolee Chase. Economic Development position will be filled in late February by Scott Slattery. Hiring for George Hamilton's replacement is underway. Interviews will be conducted on 2/10. Coos County Forester position still open and has been a challenge to fill.
- Mike has been performing slow but steady woodlot visits. He participated in two Tree ID events; 1/16 with PLC where 12 people attended in Brookline; another with Harris Center in Hancock where 15 people attended. He will be scheduling two more events with the Harris Center. 3/5 partnering with Jeremy Turner with Meadowsend and PLC to do a walk in the woods with a focus on timber harvest and forest management. Pesticide programming has kept Mike busy in holding a virtual core training with 54 people in attendance and 4 people specific to forestry. Held a Right of Way Training for 26 people and an Ecology Based Training. He has ensured CEU were available for all of the trainings to attract more attendees. Mike continues with lots of workshop planning. In May he's planning on an Invasives Training at the Massabesic Audubon Society, High School FFA Training in April, Chainsaw Safety curriculum as an extension of NH Timberland Owners Association and how to offer it to landowners.
- There are no restrictions on number of people who attend outdoor or indoor events but an indoor mask mandate is in place.
- Darrel Covell is planning to accompany Mike on an upcoming woodlot visit in New Boston. It's nice to see leadership in attendance.

District Manager Report:

- Kerry Rickrode summarized her written District Manager's report.
- Board discussed a proposal for the NHACD Outreach Agreement funds. It was suggested to utilize outreach funds to purchase more signage like the Cover Crop signage NRCS distributed highlighting farmers' efforts with creating pollinator habitat. Additionally, pollinator seed packets could be purchased based on recommendations from Xerces Society and given to farmers. Offer education on soil health and pollinator habitat expansion.
- Board discussed the 2022 Moose Plate Grant project selected for funding and to authorize Melissa Blindow to sign grant contract documents. Tom Jones made a motion to accept the grant funds and give Melissa Blindow signature authority, seconded by Eric Radlof, so moved.
- Board discussed HCCD's no-till corn planter and the need to develop a rental policy. A producer in Rockingham County contacted Kerry looking to rent the corn planter this spring. The equipment is specifically set-up for sweet corn whereas other planters can handle both sweet and silage corn. If he is intending to use it for silage corn, another model would better suit his needs. The planter is set at 5/8"-3/4" and it would need to be 1 1/2" - 2".
- Board discussed improvements to the 2022 Gleaning program. It was suggested to purchase plastic reusable containers to assist with collecting and redistributing produce. Also reach out to NH Small Farmer gardeners and NH Homestead groups who may be interested in participating in the program.
- Board discussed the NHACD March Legislative meeting. Trevor Hardy and Eric Radlof volunteered to participate representing Hillsborough County.
- Board discussed summer Agricultural Tour and brainstormed additional ideas. It was suggested we bring in UNH Cooperative Extension and ask their Advisory Council for assistance as well in developing a plan and putting together a map. Adrien Lavoie would be a good farm to include as he has been involved in soil health efforts and no-till farming.
- A reply to Becky Ross regarding Milford Field Office Staffing Concerns will be drafted and shared with Board.

Correspondence:

- Discussion and a vote on where to keep the Paul Trigonson Trust donation will occur at next meeting.

Eric Radlof made a motion to adjourn at 8:57 PM seconded by Tom Dufresne, unanimously passed.



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-D, 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: Hillsborough County Conservation District Chappell Professional Center 468 Route 13 South Milford, NH 03055	Member Number: 404	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2021	7/1/2022	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll. \$1,000 <input type="checkbox"/> Any auto	7/1/2021	7/1/2022	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease - Each Employee	
			Disease - Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	7/1/2021	7/1/2022	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
NH State Conservation Committee PO Box 2042 Concord, NH 03302-2042			By: <i>Mary Edith Purcell</i> Date: 11/10/2021 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex²) 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, Primex² is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex² is entitled to the categories of coverage set forth below. In addition, Primex² 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 Primex², including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex² 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 Primex². 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: Hillsborough County 329 Mast Road - Suite 114 Goffstown, NH 03045		Member Number: 608	Company Affording Coverage: NH Public Risk Management Exchange - Primex ² 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:	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			<input type="checkbox"/> Each Occurrence <input type="checkbox"/> General Aggregate <input type="checkbox"/> Fire Damage (Any one fire) <input type="checkbox"/> Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			<input type="checkbox"/> Combined Single Limit (Each Accident) <input type="checkbox"/> Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> Statutory <input type="checkbox"/> Each Accident \$2,000,000 <input type="checkbox"/> Disease - Each Employee \$2,000,000 <input type="checkbox"/> Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			<input type="checkbox"/> Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ² - NH Public Risk Management Exchange
NH State Conservation Committee PO Box 2042 Concord, NH 03302-2042			By: <i>Mary Beth Dorell</i>
			Date: 3/22/2022 mpurcell@nhprimex.org
			Please direct inquiries to: Primex ² Claims/Coverage Services 603-225-2841 phone 603-228-3633 fax