

New Hampshire

Department of Agriculture,
Markets, and Food

Shawn N. Jasper, Commissioner

48
5D

March 24, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire State Conservation Committee (SCC) to amend the grant agreement with the Belknap County Conservation District, Laconia, NH, Vendor Code 154869-B001 for the *Stream Restoration in Meredith with Community Involvement* by extending the grant completion date from April 30, 2025 to April 30, 2026, with no change to the price limitation of \$25,790, effective upon Governor and Council approval. The original grant agreement was approved by Governor and Council on May 4, 2022 item #49, and amended May 1, 2024 item #63. No additional funds are needed.

EXPLANATION

The Belknap County Conservation District received a grant to perform certain tasks as enumerated in Exhibit B for the purposes of identifying and implementing stream restoration projects in the Town of Meredith to improve water quality and habitat for Eastern brook trout and related species. Unexpected delays were experienced due to a change in the primary stream restoration contractor and high-water stream conditions. The permit work is complete and stream restoration contractor available to complete the field work by Fall 2025, in advance of the requested completion date of April 30, 2026.

Respectfully submitted,



Shawn Jasper
Commissioner

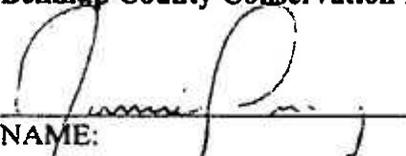
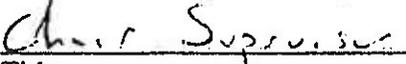
Amendment of Contract

The NH State Conservation Committee Department of Agriculture, Markets and Foods and Belknap County Conservation District hereby mutually agree to amend the contract for *Stream Restoration in Meredith with Community Involvement* project originally approved by the Governor and Executive Council on May 22, 2022, Item #49, amended May 1, 2024, Item #63 as follows:

1. Amend General Provision 1.7 Completion Date from amendment completion date "4/30/2025" to "4/30/2026"; 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.

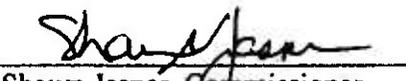
IN WITNESS WHEREOF, the parties hereto have set their hands.

Belknap County Conservation District


NAME: _____

Title

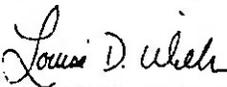
3-2-25
Date

Department of Agriculture, Markets and Foods


Shawn Jasper, Commissioner

3/19/25
Date

Approved as to form, substance, and execution.


Louise Williams
Assistant Attorney General

Attorney General

March 21, 2025
Date

Certificate of Authority #1 – Resolution for Vote

I, Seth Keller, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name #1)

Bellnap County Conservation Dist 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
3-2-2025 2025,

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

VOTED: That Jennie Irving, Chair; and Seth Keller, Supervisor is
(Name #2 and Title. May list more than one person)

duly authorized to enter into contracts or agreements on behalf of

Bellnap 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: 3-2-2025

ATTEST: [Signature], Board Supervisor
(Name #1 & Title)

BCCD Special Board of Supervisors Meeting
Location: 114 Chase Road, Meredith, NH
Meeting Minutes Recorded by: Lisa Morin, BCCD Program Coordinator

Date: March 2, 2025

Attending: Jamie Irving, Chair; Seth Keller, Supervisor; Rick DeMark, Supervisor
Staff: Lisa Morin, Program Coordinator

Meeting Convened 8 AM.

Associate Supervisors: Lisa reported Jan Hooper of Center Harbor and Ann Sprague of Meredith have expressed interest in becoming Associate Supervisors. Jan Hooper is the former BCCD Program Coordinator (retired 2008) and volunteer since 2010. Ann Sprague has volunteered with BCCD for the past five years with a focus on the BCCD Tree Sale. Jamie moved to accept both Jan and Ann as BCCD Associate Supervisors. Seth seconded the motion and it passed unanimously.

Climate Resiliency Grant Applications to BCCD: BCCD received three Climate Resiliency Grant applications. A review committee was established. Review committee members reviewed and ranked the applications. Jamie moved to accept and fund the three applications BCCD received; HT Farms, MariMark Farms, and Picnic Rock Farm. Seth seconded the motion and it passed unanimously.

Ryan Harvey Contract: Morin reported that Ryan Harvey and Donna Hepp have drafted a Services Agreement for Ryan's work on the stream restoration projects on Chapman Brook and Stoney Brook. After a brief discussion, Rick moved to provide Jamie the authority to review and sign the 'agreement' on behalf of the BCCD Board. Seth seconded the motion and it passed unanimously.

Stream Restoration:

- a) Certificate of Authority - BCCD requested an extension of the Mooseplate Grant for our existing Stream Restoration grant agreement. Part of this process is to provide authorization to enter into agreements and execute documents. Seth moved to elect Jamie as the authorized signer for agreement and documents related BCCD's grant Stream Restoration in Meredith with Community Involvement, and he (Seth) will be named as an additional signer. Rick seconded the motion and it passed unanimously.
- b) Amendment of Contract - BCCD requested an extension of the Mooseplate Grant for our existing Stream Restoration grant agreement. Rick moved to sign the agreement to extend the grant agreement for one year. Seth seconded the motion and it passed unanimously. Jamie will sign the agreement on behalf of the Board.
- c) Invoice to Mooseplate for Stream Restoration - The Board moved approval for Jamie to sign an invoice for \$2,330 to be submitted to Mooseplate for reimbursement of Tasks 1 & 2 of the Stream Restoration in Meredith with Community Involvement grant.

Accepting Mooseplate Grant for BCS Tractor and Attachments:

- a) Certificate of Authority - Seth moved to elect Jamie as the authorized signer for the grant agreement and documents related to BCCD's grant titled Two-Wheel Tractor Package for Belknap County. Rick seconded the motion and it passed unanimously.
- b) Signing of Grant Agreement - Rick moved to have Jamie sign the Mooseplate grant agreement for the Two-Wheel Tractor Package for Belknap County. Seth seconded the motion and it passed unanimously.

Meeting adjourned at 8:10 AM



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: Belknap County Conservation District 64 Court Street Laconia, NH 03246		Member Number: 597	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716	
X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not
	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2024	7/1/2025	Each Occurrence: \$ 2,000,000 General Aggregate: \$ 10,000,000 Fire Damage (Any one fire) Med Exp (Any one person)
	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2024	7/1/2025	Combined Single Limit (Each Accident): \$2,000,000 Aggregate: \$10,000,000
	Workers' Compensation & Employers' Liability	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> Statutory Each Accident: \$2,000,000 Disease - Each Employee: \$2,000,000 Disease - Policy Limit
	Property (Special Risk Includes Fire and Theft)	7/1/2024	7/1/2025	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 ³ - NH Public Risk Management Exchange By: <i>Mary Beth Purcell</i> Date: 2/11/2025 mpurcell@nhprimex.org Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
NH State Conservation Committee PO Box 2042 Concord, NH 03301			

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New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

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April 17, 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 Belknap County Conservation District, Laconia, NH, Vendor Code 154869-B001 for the *Stream Restoration in Meredith with Community Involvement*, 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 #49. No additional funds are needed. 100% Other Funds

EXPLANATION

The Belknap County Conservation District received a grant to perform certain tasks as enumerated in Exhibit B for the purposes of identifying and implementing stream restoration projects in the Town of Meredith to improve water quality and habitat for Eastern brook trout and related species. This request is **retroactive** as the project was planned to be completed by April 30, 2024. Due to unexpected delays due to personal changes, the project will be completed by April 30, 2025. The Belknap 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

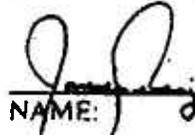
Amendment of Contract

The NH State Conservation Committee Department of Agriculture, Markets and Foods and Belknap County Conservation District hereby mutually agree to amend the contract for *Stream Restoration in Meredith with Community Involvement* project originally approved by the Governor and Executive Council on May 22, 2022, Item #49, 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.

Belknap County Conservation District


NAME: _____ Date 3-28-24
BCCD - Chair, Board of Supervisors
Title

Department of Agriculture, Markets and Foods


Shawn Jasper, Commissioner Date 4/1/2024

Approved as to form, substance, and execution,


Sheri Phillips AAG Date 4/3/2024
Attorney General Date

Certificate of Authority #1 – Resolution for Vote

I, Donna L. Hepp, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name #1)
Belknap 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
February 1, 2024.

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

VOTED: That Jamie C. Irving, Chair, Board of Supervisors is
(Name #2 and Title. May list more than one person)

duly authorized to enter into contracts or agreements on behalf of

Belknap 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: March 28, 2024

ATTEST:

Donna L. Hepp
(Name #1 & Title)

Donna L. Hepp, Supervisor



Belknap County Conservation District
64 Court Street, Laconia NH 03246

March 19, 2024

Resolution to the Board of Supervisors:

Amend the February 1, 2024 Meeting Minutes to include the following:

"Donna Hepp updated the Board on the status of grants. The Board supported accepting the 2024 Mooseplate grant to complete three Town Forest Plans and extend the 2020 Mooseplate grant to allow more time to complete the Stony Brook stream restoration project in Meredith. Jamie Irving was authorized to sign these Mooseplate grant agreements since he is the Board Chair".

This amendment to the February meeting minutes will be voted on at the special Board meeting on March 28, 2024.

Motion to accept the amendment to the BCCD Board Meeting Minutes of February 1, 2024 made by:

John R. Plumer

Second to accept the motion made by Jamie Irving

Motion passed unanimously.

Date Signed: March 28, 2024

BCCD Supervisors:

Jamie Irving, Chair

Jamie Irving

Donna Hepp

Donna Hepp

John R. Plumer

John R. Plumer

Respectfully Submitted by:

Lisa Morin

Lisa Morin, BCCD Program Coordinator



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5:3 Pooled Risk Management Programs, in accordance with those statutes, its 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. This 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: Belknap County Conservation District 64 Coun Street Laconia, NH 03246		Member Number: 597	Contract Affording Coverage: 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)	\$2,500,000
			Aggregate	\$10,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disability - Non-Employee	\$2,000,000
			Disability - Full-time	
<input checked="" type="checkbox"/> Property (Special Risk Includes Fire and Theft)	7/1/2023	7/1/2024	Ultimate Limit, Replacement Cost (unless otherwise stated)	Declarative: \$1,000
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex - NH Public Risk Management Exchange
			By: <i>Mary Sue Dwyer</i>
NH State Conservation Committee PO Box 2042 Concord, NH 03301			Date: 3/15/2024 nprpc@primex.com Please direct inquiries to: Primex Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

March 18, 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 Belknap County Conservation District, Laconia, NH, Vendor Code 154869-B001, in the amount of \$25,790 for the *Stream Restoration in Meredith with Community Involvement* project in the towns of Meredith and Belknap 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.

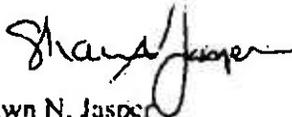
02-18-18-184500-28600000.SOIL CONSERVATION

<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	\$3,490	\$21,300	\$25,790

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 Belknap County Conservation District to perform certain tasks as enumerated in Exhibit B for the purposes of identifying and implementing stream restoration projects in the town of Meredith to improve water quality and habitat for Eastern brook trout and related species. 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,



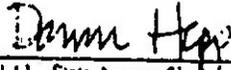
Shawn N. Jasper
Commissioner

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 Belknap County Conservation District Vendor Code: 154869-0001		1.4 Contractor Address 64 Court Street Laconia, NH 03246	
1.5 Contractor Phone Number (414) 837-8976	1.6 Account Number	1.7 Completion Date 4/30/2024	1.8 Price Limitation \$25,790.00
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: 2/19/22		1.12 Name and Title of Contractor Signatory Donna Hepp Chair, Belknap County Conservation District	
1.13 State Agency Signature  Date: 3/15/22		1.14 Name and Title of State Agency Signatory Shawn N. Jasper Commissioner	
1.15 Approval by the NH Dept. of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>1st State M. Marsci</u> On: <u>March 31, 2022</u>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials DH
Date 2/15/22

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 80:7c 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 required or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analytics, 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 91A 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

Contractor Initials DH
Date 2/15/22

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 supercedes 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 Belknap County Conservation District shall perform the following tasks as described below and detailed in the proposal titled *Stream Restoration in Meredith with Community Involvement* in the town of Meredith, Belknap County, NH, dated September 10, 2021:

Task 1. Complete outreach to landowners and the town of Meredith to identify up to three miles, more or less, of stream to restore. SCC grant funds will support outreach and associated administrative costs.

Task 2. Complete stream assessment of approximately one and half miles, more or less, in the town of Meredith. SCC grant funds will support contracting services and associated administrative costs. Provide documentation of stream selection report.

Task 3. Complete outreach, selection and landowner permission of stream restoration sites. Complete permitting for the stream restoration of approximately one and half miles, more or less, in the town of Meredith. SCC grant funds will support contracting services and associated administrative costs. Provide documentation of site selection and permits.

Task 4. Completion of the following:

- a. Complete stream restoration of approximately one and half miles, more or less, in the Town of Meredith, using large wood additions instream at key locations to reduce sediment load, improve stream conditions. SCC grant funds will support contracting services to install improvements and associated administrative costs. Provide summary report and photo documentation of on-site improvements and restoration.
- b. 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.
- c. Provide at least one project photograph (JPG) for NH State Conservation Committee use.
- d. 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.
- e. 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	\$ 930.00
Upon Completion and SCC approval of Task 2	\$ 1,400.00
Upon Completion and SCC approval of Task 3	\$ 2,160.00
Upon Completion and SCC approval of Task 4	\$21,300.00
Total	\$25,790.00

Contractor Initials MT
Date 2/15/22

CERTIFICATE of AUTHORITY

1. Dean Anson II (Certifying Officer Name), Member, Board of Supervisors (Certifying Officer Title) of the Belknap County Conservation District (Grantee Name) do hereby certify that:

- 1. I am the duly elected Member, Board of Supervisors of BCED (Certifying Officer Title);
- 2. At the meeting held on this date _____, the _____ (Grantee Name) 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;
- or
- 2. The Belknap 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 Belknap County Conservation District (Grantee Name) further authorized the Chair, Board of Supervisors (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:

Donna Hepp
Print (Officer Name)
Chair, Board of Supervisors
Print (Officer Title)

6. I have hereunto set my hand as the
Mary L. Allara
Sign (Certifying Officer Name)
2/15/22
Date Signed:

Dean Anson II
Print (Certifying Officer Name)
Member, Board of Supervisors - BCED
Print (Certifying Officer Title)

Mary L. Allara
Mary L. Allara
Notary Public
My commission expires: Nov 6, 2024



Belknap County Conservation District (BCCD)
BCCD Board of Supervisor (BOS) Monthly Meeting
Meeting Date: Feb 14, 2022 - 5:00 to 6:00 PM
Location: Belknap County Complex, Laconia
Prepared by: Lisa Morin, BCCD Coordinator

DRAFT MEETING MINUTES

Attending: Donna Hopp, Chair; Daan Anson, Supervisor; Jessica Bailey, Supervisor
Staff: Lisa Morin, BCCD Program Coordinator

Called to order at 5:00PM by Donna Hopp, BCCD Chair

Order of agenda rearranged.

- Grant Agreements: The Board members in attendance discussed NH State Conservation Committee Grant Agreements. Dean authorized Donna to sign the agreements on behalf of BCCD. She will follow up on signing the agreements.
- Program Coordinator Salary Discussion: The Board members in attendance discussed a salary increase for the BCCD Program Coordinator. Lisa was asked to leave the room so the board could hold an executive session. Results of the discussion are:
 - o BCCD will reinstate payment of the Program Coordinator's Health Insurance monthly premiums
 - o BCCD will provide Program Coordinator with a gas card. This may be a credit or debit card; Irving was the suggested company.
 - o Lisa will track all BCCD related mileage when using her personal vehicle
 - o There was discussion on whether the reimbursement for mileage and the increase in net income related to relief from health insurance payments would put Lisa into a higher tax bracket. This increased net income could be approximately \$7,300.
- Minutes: Jessica moved to accept the January 6, 2022 meeting notes. Dean seconded the motion. It passed unanimously.
- Reports
 - o Program Coordinator
 - Lisa provided the Board with a written report several days prior to the meeting.
 - BCCD Board meetings will now happen on the first Monday of each month.
 - Update to an item in her report is that Susan 'OH' has formally accepted the position of Volunteer Coordinator.
 - o NH Association of Conservation Districts
 - On March 29th NHACD will hold a Legislative Walk-in. Donna and Dean will attend from BCCD. On March 3rd there will be a virtual planning meeting for the event.
 - Donna gave an overview of options for the duties of a 4th Conservation Planner if one is hired by NHACD. One option would be for the planner to focus on Urban Agriculture with direction for their activities coming from the Conservation Districts. Dean moved that BCCD support the hiring of a planner to focus on Urban Agriculture. Jessica seconded the motion and it passed unanimously.
 - Donna reported that if it is felt communication between the NHACD and the Conservation Districts in NH needs to improve. One option to achieve this is to enter into formal mediation.

6:00 PM the meeting was adjourned. The next BCCD Board Meeting is scheduled for Monday, March 7, 2022 to be held at the Belknap County Complex.

DRAFT MEETING NOTES OF FEBRUARY 14, 2022
BELKNAP COUNTY CONSERVATION DISTRICT



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, its 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 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	
Bedford County Conservation District 64 Court Street Laconia, NH 03246		597		NH Public Risk Management Exchange - Primex 60w Brook Place 48 Donovan Street Concord, NH 03301-2624	
<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 I General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 5,000,000 \$ 6,000,000
<input checked="" type="checkbox"/>	Automobile Liability Deductible: Comp and Coll: \$1,000 Any auto	7/1/2021	7/1/2022	Combined Single Limit (Each person) Aggregate	\$6,000,000 \$5,000,000
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> Statutory Each Accident Disease - Each Employee Disease - Policy Limit	\$2,000,000 \$2,000,000
<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	Primex - NH Public Risk Management Exchange
NH State Conservation Committee Attn: Des Brickner-Wood PO Box 2042 Concord, NH 03302			By: <i>Way Bill Reed</i> Date: 2/16/2022 reureur@nhprimex.org Please direct inquiries to: Primex Claims/Coverage Services 603-225-2841 phone 603-228-3453 fax