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New Hampshire
Department of Agriculture,
Markets, and Food

Shawn N. Jasper, Commissioner

32

April 4, 2025

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

REQUESTED ACTION

Authorize the New Hampshire Department of Agriculture, Markets & Food, Division of Pesticide to **retroactively** enter into grant agreement, in the amount of \$4,950.00, with the New Hampshire Fruit Growers Association, (VC #160056, B001) Lebanon, NH, to facilitate their educational workshop on apple grafting and to assist in the promotion of Integrated Pest Management practices in New Hampshire, effective upon Governor and Council approval for the period of February 20, 2025 through June 30, 2025. **100% Other Funds.**

Funding is available as follows:

02-18-18-183010-21820000, Integrated Pest Management

FY 2025

075-500590 - Grants and Subsidies

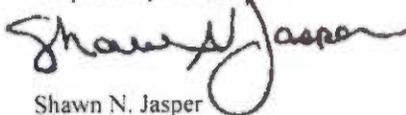
\$4,950.00

EXPLANATION

The New Hampshire Department of Agriculture, Markets, and Food (NHDAMF), Division of Pesticide Control in fulfilling its responsibilities under the Integrated Pest Management (IPM) Program, RSA 430:50; to promote the principles of IPM and assist New Hampshire citizens to advance the practice of such principles, has reviewed the project, "2025 Apple Grafting and Expanded IPM Project", and finds it exemplifies good practices associated with Integrated Pest Management. The research and educational aspects associated with this project and the efforts of the New Hampshire Fruit Growers Association will provide outreach education to growers and pesticide applicators in an effort to improve IPM practices. Experience and results of this project serve the benefit of all citizens of New Hampshire. The attachment includes a summary of the project, and the dollar amount associated with each component.

Retroactive approval is requested because this grant award, when added to another grant award with this same vendor during Fiscal Year 2025, exceeded the threshold of \$10,000 requiring Governor and Council approval. NHDAMF was not aware of this at the time the grant was awarded and has put procedures in place to ensure it does not happen again in the future.

Respectfully Submitted,



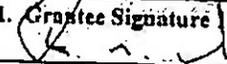
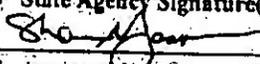
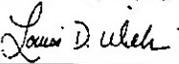
Shawn N. Jasper
Commissioner

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

| | | | |
|---|---------------------------------|---|-------------------------------------|
| 1.1. State Agency Name Department of Agriculture, Markets & Food | | 1.2. State Agency Address 1 Granite Place South Suite 211 Concord, NH 03301 | |
| 1.3. Grantee Name New Hampshire Fruit Growers Association | | 1.4. Grantee Address 98 Poverty Lane Lobanion, NH 03766 | |
| 1.5. Grantee Phone # (603) 252-5696 | 1.6. Account Number 21820000 | 1.7. Completion Date June 30, 2025 | 1.8. Grant Limitation \$ 4950.00 |
| 1.9. Grant Officer for State Agency Rebecca Tgibedes | | 1.10. State Agency Telephone Number (603) 271-7788 | |
| If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b." | | | |
| 1.11. Grantee Signature  | | 1.12. Name & Title of Grantee Signor 1 Stephen M. Wood, Research Chair | |
| Grantee Signature 2 | | Name & Title of Grantee Signor 2 | |
| Grantee Signature 3 | | Name & Title of Grantee Signor 3 | |
| 1.13. State Agency Signature(s)  | | 1.14. Name & Title of State Agency Signor(s) Shawn N. Jasper, Commissioner | |
| 1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required): By:  Assistant Attorney General, On: 5/13/15 | | | |
| 1.16. Approval by Governor and Council (if applicable) By: _____ On: ____/____/____ | | | |

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

Grantee Initials SW
Date 2/20/25

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire, if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 three sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of Federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 11:95-b.
7. **RECORDS AND ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all accounts, invoices, materials, payroll, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or federal, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OF DATA: ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for this purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available. If ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall enable the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraph 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in an event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice of default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of, employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review, or

Grantee Initials SW
Date 2/20/25

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or conclusions provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing here contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employee liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$100,000 for property damage in any one incident; and
- 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewals of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party herein to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The captions and contents of the "subject" Mark are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials SL
Date 2/6/25

**Exhibit A
Services**

New Hampshire Fruit Growers Association will conduct the project, as described in Exhibit D, *2025 Apple Grafting IPM Project* and further the principles and practice of Integrated Pest Management.

New Hampshire Fruit Growers Association shall submit a final narrative no more than 30 (thirty) days following the completion date of the project.

The final narrative shall include:

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

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

Payment of this grant will be made in the entire sum of \$4,950.00. The New Hampshire Department of Agriculture, Markets & Food will process the payment request through the accounting system and mail the check directly to the grantee, which could take up to thirty (30) days. Payment is to be made for items described in original Integrated Pest Management Project Proposal, New Hampshire Fruit Growers Association.

Total payments under this project shall not exceed \$4,950.00 for the period ending June 30, 2025.

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

**Exhibit C
Insurance Provision**

Attachment - Insurance

**Exhibit D
Project Proposal**

Attachment.

Grantee Initials SW
Date 2/20/25

Integrated Pest Management Agreement Instructions

- A. Read: Please read through the agreement.
- B. Complete the following sections of the agreement:
 - 1.11 Grantee Signature 1
 - 17. *Insurance*: Provide proof of insurance according to Item 17. This will be included as Exhibit C of the agreement.
- C. Secure the Following:
 - Certificate of Authority*: A "Certificate of Authority" form identifies that you are authorized by New Hampshire Fruit Growers Association for signature purposes. Identify your authority on behalf of New Hampshire Fruit Growers Association by providing a Certificate of Authority form. Attached, please find a sample template.
- D. Initial all pages of the agreement on the lines provided; *Grantee Initials*, and date.
- E. Return the copy (with the *Certificate of Authority and Insurance Provision*) of the agreement to:

IPM Program NHDPC
NH Department of Agriculture, Markets & Food
1 Granite Place South Suite 211
Concord, NH 03301

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE NEW HAMPSHIRE FRUIT GROWERS ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 19, 2010. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 629399

Certificate Number: 0007174476



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of May A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporate Name and State)

Corporate Resolution

I, Madison Hardy, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)

NH Fruit Growers Association hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/Shareholders, duly called and held on December 18, 2024

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Stephen M. Wood (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

NH Fruit Growers Association with the State of New Hampshire and any of
(Name of Corporation)

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 Corporate 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.

DATED: 12/30/2024

ATTEST: Madison Hardy - President
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|---|--|
| PRODUCER VALERIE ARMSTRONG ARMSTRONG INSURANCE AGENCY 24 AIRPORT ROAD, SUITE 302 WEST LEBANON, NH 03784 | | CONTACT NAME: DAPHNIE MARTIN PHONE (A/C No. Ext.): 603-446-1022 FAX (A/C No.): E-MAIL ADDRESS: DAPHNIE.MARTIN@AMERICAN-NATIONAL.COM | |
| INSURED NEW HAMPSHIRE FRUIT GROWERS ASSOCIATION C/O PAUL FRANKLIN 141 RIVER ROAD PLAINFIELD, NH 03781-5031 | | INSURER(S) AFFORDING COVERAGE INSURER A: FARM FAMILY CASUALTY INSURANCE CO. NAIC # 13803 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL RISKS | POLICY NUMBER | POLICY EFF. DATE (MM/DD/YYYY) | POLICY EXP. DATE (MM/DD/YYYY) | LIMITS |
|----------|---|------------------|---------------|-------------------------------|-------------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | 2801L0540 | 11/08/2024 | 11/08/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MFD EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS | | | | | COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEF. <input type="checkbox"/> RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

| | |
|--|--|
| CERTIFICATE HOLDER POVERTY LANE ORCHARDS C/O STEPHEN WOOD 88 POVERTY LANE LEBANON, NH 03766 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

Exhibit D

New Hampshire Department of Agriculture, N

IPM GRANT APPLICATION

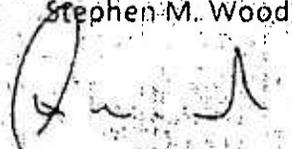
The following is the official application for Integrated Pest Management Program. Be typed and submissions made on this form with additional attachments if needed to the Division of Pesticide Control. Provide a complete list of all persons involved with the names, addresses and phone numbers of the individuals.

The New Hampshire IPM Grant Fund is limited. Rewards are considered to those in the spirit of the IPM Program and whose applications are received the soonest. Applications are reviewed twice annually. Those persons whose projects are selected to receive a grant agreement before any distribution of funds. The grant agreement includes a detailed, and itemized budget.

Project Title: 2025 Apple Grafting IPM Project

Applicant's Organization: New Hampshire Fruit Growers Association (NHFG)
Contact Person: Stephen M. Wood, Research Chair

Signature:



Mailing Address: 98 Poverty Lane, NH 03766
City: Lebanon **State:** NH **Zip:** 03766
Telephone: day: 603-252-5696
Email: swood@farnumhillcidlers.com

Starting and Ending Dates: March 1, 2025 to June 31, 2025
Grafting Workshop (1) March 2025

New Hampshire Department of Agriculture, Markets and Food

IPM GRANT APPLICATION

The following is the official application for Integrated Pest Management Program grant funds. Proposals must be typed and submissions made on this form with additional attachments if necessary. Deliver four (4) copies to the Division of Pesticide Control. Provide a complete list of all persons involved in the proposed project; include the names, addresses and phone numbers of the individuals.

The New Hampshire IPM Grant Fund is limited. Rewards are considered to those whose proposals most represent the spirit of the IPM Program and whose applications are received the soonest. Applications should be submitted to the Division of Pesticide Control. Be advised that complete processing time may exceed 90 days. Proposals will be reviewed twice annually. Those persons whose projects are selected to receive grant money will be required to complete a grant agreement before any distribution of funds. The grant agreement must include a complete, detailed, and itemized budget.

Project Title: 2025 Apple Grafting IPM Project
Applicant's Organization: New Hampshire Fruit Growers Association (NHFGA)
Contact Person: Stephen M. Wood, Research Chair

Signature:

Mailing Address: 98 Poverty Lane, NH 03766
City: Lebanon **State:** NH **Zip:** 03766
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Starting and Ending Dates: March 1, 2025 to June 31, 2025
Grafting Workshop (1): March 2025
Evaluation: June 2025
Final Report: November 2025

Grant Amount Requested: \$4,950

I. Itemized Budget

Funding can only be used for items detailed in your budget. Requests for the purchase of non-consumable equipment that may serve a broader purpose than the IPM project will be rejected. Itemized budget must be specific.

| Expense Account | TOTAL |
|--|---------|
| Professional Commercial Grafting Experts - educational fee for two instructors | \$1000 |
| Airfare | \$1500 |
| Lodging | \$500 |
| Rental car | \$450 |
| Meals (Government per diem rate) | \$500 |
| Grafting supplies (scionwood, grafting tape, wax) | \$500 |
| Lunch at workshop (50 people) | \$500 |
| Total | \$4,950 |

Guest Educators: \$3950

A key component of this project involves grafting as a potential permanent pest management tool for multiple pests. Raul and Mary Godizez are highly skilled professional grafters servicing the commercial fruit industry along the east coast. They are also able educators, who regularly teach grafting to other growers and other potential grafters. Funds will be used to bring these expert commercial grafters to NH from Virginia as guest educators, to teach NH growers how to implement grafting techniques on their individual farms. The funds will be used for professional fees, airfare, lodging, local transportation, and sustenance. (Projected at \$3,950).

Supplies: \$500

We are requesting for the purchase of project supplies directly related to the implementation of this project, including educational grafting supplies such as grafting tools, required materials including grafting tape, wax and scionwood. While the going market price for scionwood is \$5/scion, we have access to scionwood from our partners at \$2/scion. This is a significant savings that allows room in our budget to purchase the other required materials.

Lunch: \$500

We will use a local restaurant to provide lunch for up to 50 people who participate in the workshop. This works out to \$10 per person.

II. Project Description (3 lines or less, to be used for publicity purposes):

A team comprised of professional grafters, New Hampshire orchardists, UNH Extension field specialists, and the UMass Extension Entomologist will work with interested commercial apple orchards to teach proper methods of grafting in commercial apple orchards throughout the state. Research shows that the cultivars to be grafted are known to be highly attractive to two major insect pests of apples in New Hampshire, those being plum curculio (PC) and apple

maggot fly (AMF). A full-day workshop teaching proper grafting techniques along with research updates, supplemented by in-person site visits from grafting experts and Extension personnel will provide additional education, guidance and evaluation of the success of the educational efforts to participating farms.

III. Project Objectives (be sure to include how this project serves the concepts of IPM):

- Educate growers about the efficacy of grafting specific apple cultivars onto a prescribed number of existing perimeter-row trees as an effective component of their IPM programs. These selected cultivars serve as effective "trap cops" that can hold PC and AMF (two highly damaging insect pests) on grafted trees for an extended time, where they can be killed prior to invading the rest of the orchard, rather than dispersing as normal throughout the entire orchard block. In his 2020 paper *Toward the Integration of an Attract-and-Kill Approach with Entomopathogenic Nematodes to Control Multiple Life Stages of Plum Curculio*; Dr. Jaime Piñero explains that approaches such as the one we are proposing allow growers to restrict post-petal fall treatments to a few perimeter-row trees, rather than threatening the entire perimeter row or the entire orchard, which can result in reductions of insecticide treatment by more than 90%.
- Teach apple growers how and when to graft for best results, as well as which varieties are most effective at attracting PC and AMF. This will be accomplished through a full-day workshop, coordinated by NHFGA and UNH Extension, in collaboration with UMass Extension, featuring expert grafters who will teach the most effective techniques for successfully grafting attractive cultivars onto existing trees in NH orchards.
- Partner with interested commercial orchards in New Hampshire to implement multi-cultivar grafting practices in at least one apple orchard block per farm in 2025. These orchard blocks will require two (2) years to begin producing fruit, and will serve as excellent monitoring sites for growers relative to the pest pressure from PC and AMF for years to come. Scion wood, being the actual grafting material from apple cultivars shown to be attractive to PC and AMF, will be sourced and provided to participating farms utilizing funding made available through this grant.

IV. Economic and Environmental Impact

Integrated Pest Management (IPM) requires competence in three areas: prevention, monitoring, and intervention. IPM includes a range of practical strategies that suit local conditions. In the apple agroecosystem, there is a myriad of insect pests that cause economic losses to growers if populations are left unmanaged. The most important pests associated with apple in eastern North America are plum curculio, apple maggot fly, and, depending on the year, internal Lepidoptera (moth species such as codling moth, Oriental fruit moth, and leafrollers that attack the fruit). The conventional approach to controlling pests such as plum curculio (PC) involves up to three full-block sprays of insecticide starting at petal fall.

PC is generally considered the single most destructive insect pest in orchards. The most recognizable type of wound caused by PC is the half-moon

scar, produced by ovipositing females. Prior to depositing her egg, the female first uses her mouthparts to cut a small crescent-shaped flap in the fruit skin; then, she turns around to deposit an egg. When eggs hatch, larvae tunnel into fruitlets and begin to feed. Larvae complete four instars inside the fruit in about 16 days. PC-infested fruitlets generally drop to the ground prematurely. When an egg is not viable, or a female cuts into a fruit but does not deposit an egg, the scar remains and can be seen at harvest, often making the fruit unmarketable. (Source: UMass Fact Sheet #AI-007a).

Based on annual apple crop evaluation data, UNH Extension reports that conventionally managed orchards typically see 0-2% injury due to PC scarring. Orchards with a more relaxed approach or those with particularly high pest pressure will see closer to 4-5% injury. Anything above 10% would be considered a failed control. In a recent example, an orchardist looking to eliminate organophosphates from his spray program switched to a new material but did not use the appropriate rate. UNH Extension observed PC scars on more than 10% of the fruit in a heavily wooded block.

It is important to understand that the grafting component of this educational effort is one piece of the larger puzzle concerning how to effectively and more sustainably manage PC and AMF in New England apple orchards.

For PC, effective monitoring and management systems that make use of attractive lures have been developed. Extensive field-scale research aimed at screening compounds for attractiveness to PC led to the identification of a synergistic two-component lure (Piñero et al. 2001, Piñero and Prokopy 2003; 2006). This dual lure, comprised of the plant volatile benzaldehyde (BEN) in association with grandisol acid (GA), the synthetic PC aggregation pheromone, was used to develop an effective monitoring system for PC involving odor-baited trap trees (Prokopy et al. 2003, 2004, Piñero et al. 2011). This novel approach calls for baiting perimeter-row trap trees with GA plus BEN as a practical approach to determining need and timing of insecticide applications against overwintered PCs. Results from multi-state research (including New Hampshire) showed that the amount of insecticide used in trap tree plots using this monitoring system was reduced at least by 43% compared with plots managed with the conventional approach.

More recently, odor-baited trap trees were evaluated for direct PC control (Leskey et al. 2008, Piñero and Leskey 2019). This new approach calls for baiting the branches of several perimeter-row trees, which results in aggregations of adult PCs on those trap trees, and then confining insecticide applications to those trees only. Overall, the application of insecticides to trap trees only resulted in the same level of PC control achieved with perimeter-row sprays. The trap tree management strategy resulted in a reduction of 93% of total trees being treated with insecticide compared with standard full-block sprays. While very effective, this approach can be expensive for growers to implement, and the supply of the lures is somewhat unstable, raising questions about the long-term sustainability of this approach.

Piñero and collaborators from NH and ME are currently evaluating the ability of selected perimeter-row apple trees grafted with multiple cultivars to attract plum curculio and other key pests to those grafted trees. Scion wood of five apple cultivars were selected based on grower input, indicating susceptibility of particular cultivars to PC and AMF injury under field conditions. Research proposed has strong grower support. Research results thus far indicate that grafted trees can serve as effective 'trap crops'. If growers could use grafted trees for improved monitoring and management of key pests then pesticide use would be reduced.

In the context of biological control, the UMass/ UNH team developed a strategy involving soil applications of entomopathogenic nematodes as a way to reduce populations of PC larvae. Results from multi-year, multi-state research show that EPNs can reduce plum curculio emergence by 85%. A recently awarded National Institute of Food and Agriculture grant led by UMass, which includes collaborators in NH, will further study the use of nematodes to control PC and AMF larvae under trap trees.

Plum trees are a natural host and very attractive to PC adults. Some growers in NH, MA and ME have already adopted the practice of planting one or two plum trees on either side of trap trees to increase attractiveness as much as possible.

A multi-pronged IPM approach is needed to provide growers with the tools that they need to manage the most damaging pest, PC. We propose the implementation of an Extension IPM project aimed at increasing the adoption of IPM by apple growers in New Hampshire by providing them with the technical assistance and all the materials they would need to demonstrate that the IPM tools develop work. Grafting education is proposed as the first step in this project, as grower education must precede implementation. Grafting can commence in the spring of 2025; however, grafted scion wood will require two growing seasons before fruit production begins in earnest. As fruit from selected cultivars is the main attractant to PC in this system, the sooner growers get started grafting trees over, the sooner they will be able to take advantage of this system.

Beyond dollar savings, reduced insecticide spraying can help protect populations of beneficial insects: predators, parasitoids, and pollinators. Fewer sprays result in reduced farm worker exposure to pesticides, in particular those workers involved with spraying, pesticide mixing & loading. Reduced spraying also reduces the opportunity for drift and the risk of environmental contamination.

V: How will your goals be accomplished? (i.e., experimental design)

- Our team of Extension specialists, expert grafters and supporting growers will work with ten (10) or more growers/farmers in New Hampshire to teach grafting principles, the potential positive impacts of grafting for IPM strategies, and will consult with grower throughout the season in regards to the progress of the project. In 2025, a full day workshop focused on grafting techniques and benefits of grafting as part of an IPM program in apples will be offered. This will occur in March of 2025. Dr. Jaime Piñero is a partner on this project and will serve as a resource to educate growers on the research supporting these practices.
- Regular reports providing updates about the project will be published throughout the growing season and made available through UNH Extension marketing channels, and the Weekly Market Bulletin.
- At the end of the season, growers/farmers in the program will complete a survey in order to measure impact. Acres of orchard being entered into the program will be recorded. This data will allow our team to monitor project developments and collect economic and environmental impacts going forward under the larger plan.

- Grower education at planned twilight meetings jointly hosted by UNH Extension and NHFGA will highlight the educational efforts accomplished in 2025; made possible through funding from the NHDAM&F IPM Fund, along with highlights of the partnerships between NH apple growers, NHDAM&F, UMass Extension and UNH Extension.

VI. Sampling Methods (if applicable):

- Our team of Extension specialists, expert grafters and supporting growers will work with interested growers/farmers in New Hampshire to teach grafting principles, the potential positive impacts of grafting for IPM strategies, and will consult with these growers throughout the season about the progress of the project on their farms.
- Grafted trees will be monitored by partnering growers and project partners in order to evaluate the success of grafting conducted in spring of 2025.
- These grafted trees will serve as a monitoring location and attractant for PC. With these trees in place in NH orchards, orchardists will be free to adopt additional IPM practices such as the application of nematodes to further control PC populations in the vicinity of their orchard blocks. To be clear, we are not requesting funding to purchase nematodes in the proposal, however, this has been funded in a separate proposal.

VII. How will your data be evaluated?

- At the end of the season, growers in the program will complete a program evaluation survey to be reviewed by the UNH Extension personnel. The number of trees grafted and representative acreage will be captured, as will grower expectations related to the benefits of the project going forward.
- Based on project results and grower feedback, UNH Extension, along with NHFGA representatives and UMass Extension, can determine if additional educational programming needs to be developed to expand adoption of the practices highlighted within this project.

VIII. Explain how the results of your project will be shared/publicized.

All published literature (papers, presentations, publications, advertisements, etc.) must contain a statement attributing funding to the New Hampshire Department of Agriculture, Markets and Food IPM Grant Program. Publications must be submitted with the final report.

- At least one visit to each grower will be made to provide education/demonstrations on proper grafting techniques, and to answer grower's questions about the grafting process and or long-term goals of the project.
- UNH Extension IPM Team personnel will document and share regular-written and video media highlighting the project and progress of NH growers in 2025. These resources will be shared through UNH media channels and will be made available to share with NHDAM&F, as well as Extension colleagues throughout the northeast. The potential is very real for this project and potential results to gain national recognition.

- A presentation on the results of this project will be developed and presented to fruit growers at educational meetings such as the NH Fruit Growers Association Annual Meeting, or one of four twilight meetings planned for 2025.

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

- The UNH CE Extension specialists will be available to present the information described above:
- From presentations during workshops to other growers we will collect data on (1) increases in knowledge about the potential of multi-cultivar grafted trees to serve as trap crops for multiple pests, (2) intention to adopt this low-cost, grower-friendly IPM approach, and (3) potential barriers limiting adoption of grafting for pest management.

Provide a complete list of all persons involved in the proposed project; include the names, addresses and phone numbers of the individuals.

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