

New Hampshire
*Department of Agriculture,
Markets, and Food*

Shawn N. Jasper, Commissioner

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November 25, 2025

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

REQUESTED ACTION

1. Authorize the New Hampshire Department of Agriculture, Markets, and Food, to enter into a grant agreement with Applecrest Farm Orchards, LLC (VC# 165902), Hampton Falls, NH, for the Resilient Food Systems Infrastructure Program in the amount of \$98,950.00, effective upon Governor and Council approval through May 1, 2027. **100% Federal Funds.**
2. Further authorize an advance payment in the amount of \$98,950.00 to Applecrest Farm Orchards, LLC, Hampton Falls, NH, in accordance with the terms of the agreement, effective upon Governor and Council approval. **100% Federal Funds.**

Funding is available in account Resilient Food Sys Infra as follows

| | |
|---|-------------|
| | FY 26 |
| 02-18-18-180010-28710000-072-502683 – Subaward Payments | \$98,950.00 |

EXPLANATION

The Resilient Food Systems Infrastructure Program is a USDA funded grant program intended to serve middle-of-the-supply-chain needs to add value and provide more, new, and better markets for locally or regionally produced food.

The funds are intended to support expanded capacity for the aggregation, processing, manufacturing, storing, transporting, wholesaling, and distribution of locally and regionally produced food products.

This project will support Applecrest Farm Orchards, Hampton Falls, NH, to purchase specialized cold storage equipment. This project was selected by a review panel comprised of industry relevant experts and subsequently approved by USDA to be aligned with the eligibility criteria for the Resilient Food Systems Infrastructure Program.

The department has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required level of insurance, and has provided evidence of authority to

execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

In the event that Federal Funds are no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

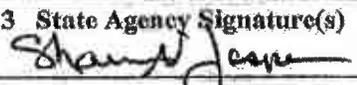
A handwritten signature in black ink that reads "Shawn N. Jasper". The signature is written in a cursive, flowing style with a large, prominent initial "S".

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, and Food | | 1.2. State Agency Address 1 Granite Place South, Concord, NH 03301 | |
| 1.3. Grantee Name Applecrest Farm Orchards, LLC | | 1.4. Grantee Address 133 Exeter Rd, Hampton Falls, NH 03844 | |
| 1.5. Grantee Phone # 603-926-3721 | 1.6. Account Number 28710000 | 1.7. Completion Date May 1, 2027 | 1.8. Grant Limitation \$ 98,950.00 |
| 1.9. Grant Officer for State Agency Joshua Marshall | | 1.10. State Agency Telephone Number 603-271-3551 | |
| 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  | | 1.12. Name & Title of Grantee Signor 1 Robert B. Wagner, Pres. | |
| 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: 12/19/2025 | | | |
| 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").

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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 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 those 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 31-95-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 contracts, invoices, materials, payrolls, 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 fictional, 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, formulae, 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 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, 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 OR 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 entitle 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 paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no 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 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

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- 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 emoluments 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 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 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 workers' compensation and employees 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 \$500,000 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 renewal(s) 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 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 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 assignees. The captions and contents of the "subject" blank 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 intend 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.

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Exhibit A, Special Provisions

A.1 If the date for commencement for Exhibit A precedes the Effective Date all services performed by the Grantee between the commencement date and the Effective Date shall be performed at the sole risk of the Grantee and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the Grantee for any costs incurred or services performed.

Exhibit B, Scope of Work

B.1 The grantee shall utilize awarded Resilient Food Systems Infrastructure Program (RFSI) funds (USDA-AMS Award #23RFSINH0012) for project titled "Building Resilience Through Expansion of Cold Storage Capacity to Strengthen Local and Regional Food Systems" to purchase cold storage equipment as detailed in the grantee's Infrastructure Grant Proposal as approved by USDA, which is hereby incorporated by reference.

B.2 Outcomes shall be measured in accordance with the Expected Performance Measures section of the grantee's Infrastructure Grant Proposal, increasing capacity in the middle of the supply chain and economic viability of local/regional producers and processors.

B.3 **Compliance.** All project work shall be managed by the grantee who shall be responsible for all project development and oversight. This includes adhering to applicable federal grant uniform administrative requirements as specified in the Code of Federal Regulations and other federal requirements as follows:

- a. Grant funds awarded to state, local, and Tribal governments; public and private colleges and universities; and non-profit organizations are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in 2 CFR part 200 and 2 CFR part 400.
- b. Grant funds awarded to federal government entities are subject to the Uniform Administrative Requirements and Cost Principles for Federal Awards contained in 2 CFR part 200 and 2 CFR part 400.
- c. Grant funds awarded to For-Profit Organizations are subject to the Uniform Administrative Requirements contained in 2 CFR part 200 and 2 CFR part 400, and the Cost Principles contained in the Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations, codified at 48 CFR 31.2.
- d. Recipients are responsible for the consistent application of the Federal regulations to the RFSI grant funds including the USDA AMS General Terms and Conditions and the RFSI Program Specific Terms and Conditions.
- e. The CFR is accessible on the National Archives and Records Administration website and in the Electronic Code of Federal Regulations at www.ecfr.gov.

B.4 **Prior Approval Requirements:** To make any changes to proposed equipment purchases, the grantee must submit a written request detailing the desired changes and obtain written approval from the New Hampshire Department of Agriculture, Markets, and Food (DAMF). Certain changes may also require approvals from the US Department of Agriculture, Agricultural Marketing Service and or Governor and Executive Council.

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B.5 **Reporting/Monitoring:** The grantee will submit documentation to DAMF confirming the purchase of eligible equipment as detailed in the grantee's Infrastructure Grant Proposal as approved by USDA. The grantee is required to submit an Annual Performance Report (template provided by USDA-AMS) during each year of the project. Grantee is also subject to monitoring site visits from DAMF and/or University of New Hampshire Cooperative Extension staff.

B.6 **Records:** Record retention and accessibility is governed by 2 CFR 200.333 and 200.337. The grantee must retain financial records, project records, and supporting documents for a period of three years from the date the Grant Agreement is closed

Exhibit C, Payment

C.1 The State shall disburse a maximum of \$98,950.00 for the purposes of the project described in Exhibit B as an advance disbursement.

C.2 **Payment Process:** In order to receive payment, Grantee must first be registered with the New Hampshire Department of Administrative Services (DAS) for a State of New Hampshire vendor number. If Grantee already has a vendor number and supplied it to DAMF, initial payment will be made once we receive Governor and Council approval. If Grantee does not already have a vendor number, registration is available at:

[https://apps.das.nh.gov/vendorregistration/\(S\(rnkbxvllloscaesvql1n3np2\)\)/welcome.aspx](https://apps.das.nh.gov/vendorregistration/(S(rnkbxvllloscaesvql1n3np2))/welcome.aspx).

C.3 **Method of Disbursement:** Payment by the State shall be completed by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

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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 APPLECREST FARM ORCHARDS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 21, 2005. 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: **549016**

Certificate Number: **0007147355**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2025.

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

David M. Scanlan
Secretary of State

Certificate of Authority

(Sole Proprietor)

Sole Proprietor Certification of Authority

I, Peter Wagner, hereby certify that I am the Sole Proprietor
(Name)
of Applecrest Farm Orchards which is a tradename registered with the Secretary of State
(Name of Business)

under RSA 349. I certify that I am the sole owner of my business and of the tradename.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the business. This authority **shall remain valid for thirty (30)** days from the date of this Corporate Resolution.

DATED: 11/11/25

ATTEST: Peter Wagner, Pres (OWNER)
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2025

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 Nicholas Miller American National 66 Hanover Street, Suite 301 Manchester NH 03101 | CONTACT NAME: Nicholas Miller PHONE (A/C, No, Ext): 603-432-2944 E-MAIL ADDRESS: Nick.Miller@american-national.com | FAX (A/C, No): 603--323-0261 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Applecrest Farm Orchards LLC 133 Exeter Rd Hampton Falls NH 03844 | INSURER A: American National | |
| | 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 | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|---|
| A | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Special Farm Package GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | Y | 2801 G 2845 | 04/01/2025 | 04/01/2026 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Fire Legal Liability \$ 100,000 | |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | 2801 C 0955 | 04/01/2025 | 04/01/2026 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$1000 | | | 2801 E 0339 | 04/01/2025 | 04/01/2026 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | Y | N/A | 2801 W 0869 | 02/25/2025 | 02/25/2026 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Peter Wagner is excluded from Workers Compensation coverage as an officer.

NH Department of Agriculture, Markets, and Food is listed as additional insured on above policy 2801 G 2845.

Email: nicole@applecrest.com

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| NH Department of Agriculture, Markets, and Food 1 Granite Place Concord NH 03301 | 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 Nicholas Miller |
|--|---|



Agricultural Marketing Service
U.S. DEPARTMENT OF AGRICULTURE

The RFSI Equipment-Only Grant Proposal should include a project narrative that describes the overall scope of the project and how it aligns with the program goals and priorities. Applicants must attach documentation to substantiate the costs of each piece of equipment, which can include contracts, catalog pricing, or binding quotes provided by license commercial entities.

APPLICANT INFORMATION

Applicant Organization Name: APPLECREST FARM ORCHARDS, LLC

UEI: [REDACTED]

Phone Number: (603) 926-3721

Email Address: admin@applecrest.com

Physical Address

Street: 133 Exeter RD

City: Hampton Falls

State: New Hampshire

Zip: 03844-2004

Mailing Address (If different from above)

Street:

City:

State:

Zip:

PRIMARY POINT OF CONTACT

List the person who will be the main contact for any correspondence and is responsible for signing any documentation should the grant be awarded.

Name: TODD WAGNER

Title: Vice President

Phone Number: [REDACTED]

Email Address: admin@applecrest.com

DISTRESSED COMMUNITIES INDEX

Using the [Distressed Communities Index Map](#), provide the community distress score for the county(ies) benefiting from your project.

Note: U.S. Territories are not required to submit Distressed Communities Index data.

Click the + or - button to add or remove items as needed.

FOR EXAMPLE:

County 1: Enter County name

Distress Score1: Enter County Distress Score

County 2: Enter County name

Distress Score2: Enter County Distress Score

| + | County | Distress Score |
|---|------------|----------------|
| - | Rockingham | 29.2 |
| - | | |

TYPE OF APPLICANT

Select applicant type:

- Agricultural producers or processors**, or groups of agricultural producers and processors.
- For-profit entities** operating middle-of-the-supply-chain activities such as processing, aggregation, or distribution of targeted agricultural products, whose activities are primarily focused for the benefit of local and regional producers, and that meet the eligibility requirements of the SBA small business size standards are eligible. For more information on these size standards, please visit [SBA's Size Standards webpage](#). For a quick check on whether your business qualifies, please use the [Size Standards Tool](#).
- Nonprofit organizations** operating middle-of-the-supply-chain activities such as processing, aggregation, distribution of targeted agricultural products
- Local government** entities operating middle-of-the-supply-chain activities such as processing, aggregation, distribution of targeted agricultural products
- Tribal governments** operating middle-of-the-supply-chain activities such as processing, aggregation, distribution of targeted agricultural products.
- Institutions** such as schools, universities, or hospitals bringing producers together to establish cooperative or shared infrastructure or invest in equipment that will benefit multiple producers middle-of-the-supply-chain activities such as processing, aggregation, distribution of targeted agricultural product.

PROJECT TITLE

Provide a descriptive project title in 15 words or less in the space below.

"Building Resilience Through Expansion of Cold Storage Capacity to Strengthen Local and Regional Food Systems"

EXECUTIVE SUMMARY

Include a project summary of 250 words or less suitable for dissemination to the public. A Project Summary provides a very brief (one sentence, if possible) description of your project. A Project Summary includes:

1. The name of the applicant organization that if awarded a grant will establish an agreement or contractual relationship with the State Applicant to lead and execute the project,
2. The project's purpose, deliverables, and expected outcomes and
3. A description of the general tasks/activities to be completed during the project period to fulfill this goal

Applecrest Farm Orchards seeks to remedy pinch points in Granite State middle-of-supply-chain fresh apple availability. Installation of refrigeration equipment to expand on-farm cold storage capacity will increase Applecrest's ability, as an apple producer and aggregator, to harvest, store, pack and distribute a greater volume of NH grown fruit over extended time periods.

Given Applecrest's highly diversified and vertically integrated operations, we are uniquely positioned to provide immediate and tangible impact to NH food markets through reducing waste, increasing harvest volumes, improving supply-chain availability, and bringing income and financial stability to fellow NH growers. Further, the project will provide local distributors, retailers and value-added producers with greater quantities of in-demand local products.

USDA investment in Applecrest and this project would produce a positive, significant and prompt "movement of the needle" in NH's efforts to strengthen its agricultural mid-channel supply-chain and improve overall food system resiliency.

PROJECT PURPOSE

OPERATIONS IDENTIFIER

Provide where within the Middle of the Supply Chain the requested equipment be used:

- Processing
- Aggregation
- Distribution
- Value Added Production

Other

TYPE OF AGRICULTUREAL FOOD PRODUCTS PROCESSED WITH THE EQUIPMENT?

| <input type="button" value="Remove Product Row"/> | | <input type="button" value="Add Product Row"/> |
|---|--------------|--|
| # | Product Type | |
| 1 | Apple | |
| | | |
| | | |

SCOPE OF WORK

PLEASE DESCRIBE THE CURRENT BUSINESS OPERATIONS INCLUDING SERVICES BEING OFFERED IN THE GEOGRAPHIC FOCUS AREA.

Applecrest is a highly diversified, veteran-owned, third generation family farm boasting 110-acres of permanently conserved, open space land. On an annual basis, Applecrest employs over one hundred staff members. We grow a multitude of crops throughout the entire growing season including vegetables, berry fruits and tree fruits. Our year-round retail farmstand is dedicated to Applecrest grown and value-added products, as well as other locally and regionally sourced goods. We have an on-site restaurant, ice cream stand and farm bakery.

Applecrest operates a renowned pick-your-own program for flowers, herbs, strawberries, blueberries, raspberries, peaches, nectarines, pears, pumpkins and apples. In addition to producing a sunflower trail and corn maze, we host dozens of seasonal festivals featuring cider donuts, a corn roast, BBQ grill, animal barnyard, tractor rides, live bluegrass music and more. At height of season, our farm will draw upwards of 10,000 guests per day, securing Applecrest's position as a premier leader in Granite State agritourism.

Beyond being one of the oldest, largest and highest producing apple farms in NH, Applecrest is one of select few NH growers to not only produce our own fruit but, also aggregate and store apples from a wide network of other local farms and independent producers. A portion of these apples are utilized on-farm as value-added processing fruit, peeled and cored for pie production or pressed to sweet cider and then bottled for retail or distributed bulk to local NH wineries and hard cider makers. The majority of Applecrest's aggregated apples, however, are graded and packed on our processing line and ultimately distributed throughout the local NH supply-chain to various end markets -- restaurants, wholesalers, value-added bulk processors, food co-ops, grocery stores, institutions and/or other NH farmstands.

PLEASE DESCRIBE THE SPECIFIC NEED THAT THE REQUESTED EQUIPMENT WILL ADDRESS.

Lack of sufficient cold storage capacity poses a significant hurdle to Applecrest's ability to inject a greater, more reliable quantity of apples into NH's mid-channel of the food supply chain. This inadequacy has negative upstream and downstream trickle effects, generally hampering Applecrest's overall capability to further contribute to the regional food ecosystem and its resilience.

At present, Applecrest is positioned as one of few NH farms equipped to not only produce apples but, also aggregate, store, process, pack and distribute on behalf of a network of partners throughout the Granite State. A recurring refrain from our collaborating partners, however, is the need for more apples to be harvested, packed and/or distributed over a greater seasonal period. The attached Letters of Support from a representative cross-section of our food system allies attest to this fundamental supply-chain gap.

From a producer standpoint, Applecrest's current storage capacity constraints significantly limit the amount of fruit we're able to seasonally harvest and store. These cold room deficiencies frequently force us to leave substantial quantities of quality fruit unharvested (whether it be our own or, that of other growers). It is left to rot on the tree or the ground, resulting in regrettable food waste of good, saleable fruit. When our storages are at full capacity, excess harvested apples are often temporarily staged in non-refrigerated areas, merely waiting in limbo for cold storage space to be freed-up via our packing and distribution operations. This forced practice contributes to premature fruit degradation, reduced shelf-life, poor pack-out quality, lost opportunity and diminished financial returns for all concerned.

As for the NH wineries and cidemakers with whom we partner, these producers continually seek a greater volume of Applecrest's value-added bulk raw juice, a core component of their products. Unfortunately, cold storage limitations compel our focus towards fancy apple distribution, thus, severely limiting the quantities of processing fruit we can store and press within seasonal time constraints. As a result, these companies are often forced towards alternative options sourced out-of-state.

From the standpoint of Applecrest's end-market partners in distribution, value-added bulk processing and direct-to-consumer retail, they too all suffer from overall inadequate apple supply. They simply seek greater volumes of Applecrest aggregated fruit over a further prolonged period.

Installation of the proposed refrigeration equipment into Applecrest's already existing and ready-to-fit insulated storage room would boost our apple storage capacity by 15,000 bushels per season. This 30% increase in refrigerated space will solve our existing fundamental storage deficiency and very favorably address a host of the above-cited bottlenecks to NH's agricultural middle-supply-chain.

PLEASE DESCRIBE THE IMPACT THIS EQUIPMENT WILL HAVE ON LOCAL AND REGIONAL PRODUCERS, MARKET OUTLETS, AND MORE.

Given Applecrest's highly diversified and vertically integrated operations, our farm is uniquely positioned within NH's agricultural ecosystem. For over 100 years, Applecrest has continually brought meaningful, positive impact to a broad spectrum of businesses within NH's overall mid-channel food supply chain.

Installation of the proposed refrigeration equipment, beyond simply increasing Applecrest's apple storage capacity, would result in substantial favorable ripple effects across the entire network of farm producers, processors, distributors and retailers with whom our farm collaborates.

Over any given season, Applecrest will typically contract with nearly thirty local independent small growers and commercial NH apple orchards. Increased storage capabilities would ensure our farm's ability to harvest, store and aggregate an increased volume of these producers' fruit. Beyond further contributing to NH's annual state-wide agricultural productivity, this increased harvest and storage capability would result in reduced unnecessary waste, increased fruit quality and provide an elevated, more reliable quantity of fruit entering the supply-chain. For Applecrest's some thirty-partner producers, this will translate positively to their economic bottom-line and bolster these growers' overall long-term viability.

On the value-added processing front, Applecrest conducts trade with over a half-dozen NH wineries, cidermakers and bulk processors. With our farm's increased capacity to harvest, store, ship and/or press a greater volume of utility-grade fruit, our value-added producer partners would avoid current seasonal disruptions in fruit/juice availability, experience reduced need to source product out-of-state and enjoy a longer and more sustainable supply of the locally produced products so critical to their operational and business success.

As to Applecrest's aggregated, packed-out, fancy apples designated for distribution to local end-consumers, our farm annually partners with close to a dozen different entities, from distributors and food cooperatives, to small local farmstands, to large commercial grocery chains. Our planned refrigeration storage upgrades will enable all these entities to rely on Applecrest's improved reliability to meet their persistent demand for local, sustainably produced fruit. For Applecrest's partners in this stage of the supply-chain, an affordable and consistent local supply coupled with the reduced expense of our partners having to source out-of-state (or out of country) will bring a level of supply-chain security, end-consumer satisfaction and greater potential for financial reward.

The positive impacts of Applecrest's increase in overall cold storage volumes will not, however, be limited to only those entities with whom our farm currently partners. Historically, Applecrest has been unable to accommodate new distribution inquiries received from non-partner local NH grocery stores, farmstands and value-added producers. With capacity constraints diminished due to the installed refrigeration equipment, our farm will now be equipped to capitalize on those requests, expand fruit distribution and meet demand. This establishment of a significant number of new market outlets only yet further enhances Applecrest's ability to inject a greater, more reliable quantity of apples into NH's mid-channel food supply chain.

ESTIMATE THE NUMBER OF LOCAL AND REGIONAL PRODUCERS IMPACTED.

25

DOES THIS PROJECT DIRECTLY BENEFIT:

Check box for all that apply below

- Underserved farmers and ranchers?
- New and beginning farmers and ranchers?
- Veteran Producers?
- Processors or other middle-of-the-supply businesses owned by socially disadvantaged individuals?

EXPECTED PERFORMANCE MEASURES

The outcomes and performance measures below provide a framework that allows grant recipients to track and evaluate project activities. Please provide expected numbers based on the projects scope of work. Select N/A if not applicable to the specific project.

OUTCOME 2: CAPACITY IN THE MIDDLE OF THE SUPPLY CHAIN FOR LOCAL/REGIONAL FOOD PRODUCTS

| Indicator | Description | Expected Numbers | N/A |
|-----------|---|------------------|-------------------------------------|
| 2.3 | Number of processing equipment units purchased and installed: | | <input checked="" type="checkbox"/> |
| 2.5 | Number of aggregation, storage, distribution equipment units purchased and installed: | 1 | <input type="checkbox"/> |

OUTCOME 3: INCREASE ECONOMIC VIABILITY OF LOCAL/REGIONAL PRODUCERS AND PROCESSORS

| Indicator | Description | Expected Numbers | N/A |
|-----------|---|------------------|-------------------------------------|
| 3.2 | Number of local/regional agricultural producers who benefited from the new or improved processing/aggregation/storage or distribution capacity: | 25 | <input type="checkbox"/> |
| 3.3 | Number of new local/regional products processed, aggregated, stored or distributed: | | <input checked="" type="checkbox"/> |
| 3.4 | Number of new value-added products developed: | | <input checked="" type="checkbox"/> |
| 3.5 | Number of new market-outlets established: | 8 | <input type="checkbox"/> |

BUDGET NARRATIVE

Please be sure to list and justify all expenses to be covered. If applicable, ensure that you have included Critical Resources and Infrastructure letter(s) to support the application information.

EQUIPMENT

Describe any special purpose equipment to be purchased under the grant. "Special purpose equipment" such as such as, canners, hulling processors, reverse osmosis systems, egg packing machines, flotation tanks, roasters, or other processing equipment, packing and labeling equipment, or delivery vehicles.

| + | # | Equipment Item | Purchase Price | Acquisition Date | Funds Requested |
|---|---|----------------|----------------|------------------|-----------------|
|---|---|----------------|----------------|------------------|-----------------|

| | | | | | |
|---------------------------|---|----------------------------------|------------|--------------|--------------------|
| - | 1 | Freon Split Refrigeration System | \$98950.00 | SEP-OCT 2025 | \$98,950.00 |
| Equipment Subtotal | | | | | \$98,950.00 |

EQUIPMENT JUSTIFICATION

For each Equipment item listed in the above table describe how this equipment will be used to achieve the objectives and outcomes of the project. Add more equipment by copying and pasting the existing listing or delete equipment that isn't necessary.

FOR EXAMPLE:

Equipment 1: Description and justification

Equipment 2: Description and justification

Freon Split Refrigeration System: Installed to improve overall fruit storage capacity and aggregation capabilities.

Installation of the proposed cold storage refrigeration equipment into Applecrest's already existing and ready-to-fit insulated storage room would boost our apple storage capacity by 15,000 bushels per season. This 30% increase in refrigerated space will solve our existing fundamental storage deficiency and very favorably address not only Applecrest's ability to aggregate and distribute more NH grown fruit but, also positively impact a host of the aforementioned and above-cited overall bottlenecks to NH's agricultural middle-supply-chain.

***Applicants must submit documentation to substantiate the costs of each piece of equipment, which can include contracts, catalog pricing, or binding quotes provided by license commercial entities.**