





Lorraine S. Merrill, Commissioner



March 26, 2013

Her Excellency, Governor Margaret Wood Hassan And the Honorable Executive Council State House Concord, NH 03301

Dear Governor Hassan and Honorable Council:

REQUESTED ACTION

Authorize the NH Department of Agriculture, Markets & Food (NHDAMF) to enter into a grant agreement with the Cheshire County Conservation District (vendor code #154649) for the period from Governor and Council approval to September 30, 2015 in the amount of \$34,236.87 to conduct a farmers' market enhancement program program. 100% Federal Funds.

Funding is available in account, <u>Specialty Crop Block Grant</u>, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified, pending FY 14 & 15 budget approval.

Funding is available in account: 02-18-18-185010-33460000 Specialty Crop Block Grant, #12-25-B-1475.

<u>ACCOUNT</u>	FY 2013	FY 2014	FY 2015	<u>Total</u>
33460000-500575 Promotion & Marketing	\$15,000.00	15,000.00	\$4, 236.87	\$34,236.87

EXPLANATION

The New Hampshire Department of Agriculture, Markets & Food (NHDAMF) received Specialty Crop Block Grant (SCBG) money from the United States Department of Agriculture to fund seven specific projects. The projects were solicited through the RFP process and submitted for review by USDA, Agricultural Marketing Service as part of our state application. The proposal submitted by the Cheshire County Conservation District was one of these projects accepted by USDA for funding.

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

Respectfully submitted,

- Spen &C

Lorraine S. Merrill Commissioner

GRANT AGREEMENT

Subject: Cheshire County Veggie Bucks

GENERAL PROVISIONS

1. IDENTIFICATIONS AN	D DEFINITIONS				
1.1 State Agency Name NH Dept. of Agriculture, Markets & Food		1.2 State Agency Address PO Box 2042, Concord, NH 03302-2042			
1.3 Grantee Name Cheshire County Conservation District		1.4 Grantee Address 11 Industrial Park Dr., Walpole, NH 03608			
1.5 Effective Date	1.6 Completion Date Sept. 30, 2015	1.7 Audit Date 1.8 Grant Limitation 34,236.87			
1.9 Grant Officer for State Agency Lorraine S. Merrill		1.10 State Agency Telephone Number 603-271-3788			
1.11 Grantee Signature 1.12 Name & Title of Grantee Signor Amanda Catello Littua, District Ma			ntee Signor Wan District Marger		
1.13 Acknowledgment: State of New Hampshire, County of					
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) Sanda J. Sulta					
(Seal) 1.13.2 Name & Title of Notary Public or Justice of the Peace Sandra J. Simith Notary Public And My Comm. Expires May Sandra J. Simith Notary Public And My Comm. Expires My Comm					
1.14 State Agency Signature(s) 1.15 Name/Title of State Agency Signor(s) Lorraine S. Merrill, Commissioner					
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By: Attorney, On: 4///-/3					
1.17 Approval by the Governor and Council					
Bv:		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"), pursuant to RSA 21-O, 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 A (the scope of work being referred to as "the Project").
- 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 in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").
- 4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (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 B, attached hereto.
- 5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3 In accordance with the provisions set forth in EXHIBIT B, 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, compensation 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.

7. RECORDS AND ACCOUNTS.

- 7.1 Between the Effective Date and the date seven (7) years after the Completion Date 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 decouragets.
- 7.2 Between the Effective Date and the date seven (7) years after the Completion Date, 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 or 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 general 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 such 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 or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 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 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"):
- 11.11 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.

Grantee Initial All Date 3/26/13

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. <u>CONFLICT OF INTEREST.</u> No officer, member or employee of the Grantee and no representative, officer of 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 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 interests 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, worker'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 subgranteed by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
- as set forth in Exhibit A 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 of 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 AND BOND.

- 17.1 The Grantee shall, at its sole 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 worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17 1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 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. Each policy shall contain a clause prohibiting cancellation of modification of the policy earlier

- than ten (10) days after written notice has been received by the State.

 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 or 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. <u>AMENDMENT.</u> 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.
- 21. <u>CONSTRUCTION OF AGREEMENT AND TERMS.</u> 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 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.

Grantee Initial ACL Date 126/13

Exhibit A

The grantee shall utilize awarded Specialty Crop Block Grant (SCBG) funds to create and conduct a program help expand access to farmers' markets by low income families using the SNAP program, while increasing sales of participating farms. All project work shall be managed by the grantee who shall be responsible for all project development and oversight, per the terms of the grant application approved by USDA. Upon completion of the project, the contractor shall submit a written report of the project outcomes per federal reporting guidelines for the SCBG program

Exhibit B

The grant amount shall not exceed \$34,236.87. The grantee shall be paid as follows within 30 days of submission of an invoice and approval of completed work by the Division of Agricultural Development:

\$15,000 in April, 2013 for workshop planning and development \$15,000 in January, 2014 for workshop implementation \$4,236.87 in July, 2014 for final report development

Upon completion of the project, the contractor shall submit a written report of the project outcomes per federal reporting guidelines for the SCBG program.

Initials A

Certificate of Authority

Paul Crosby	, Chair of the Board	of the Cheshire County Conservation District			
(name)	(title)	(business/organization)			
do hereby certify tha	t:	· · · · · · · · · · · · · · · · · · ·			
1. Amanda Costello	Littleton is the duly e	lected District Manager ;			
(name of pers	son being certified)	(title)			
2. the Cheshire Cou	inty Conservation District has agi	reed to accept funds to enter into a contract			
	organization)				
with the State	of New Hampshire, Departmen	t of Agriculture, Markets & Food;			
3. the Cheshire Cou	nty Conservation District fu	orther authorizes the District Manager			
(busin	ess/organization)	(title from 1. above)			
to execute an	y documents necessary for this c	contract;			
this authoriza	tion has not been revoked, annu	lled, or amended in any manner whatsoever,			
and remains i	n full force and effect as of the o	late hereof;			
 The following person has been appointed to and now occupies the office indicated above: Amanda Costello Littleton, District Manager 					
	(name of person being certified	d in 1. above, title)			
IN WITNESS WHEI	REOF, I have hereunto set my ha	and as the Chair of the Board of the			
		26 (title) 13			
Cheshire County Conservati		day of March , 20 16.			
(Business/org	anization) Panle	signature)			
Printed Name: Paul Crosby					
State of New Hampshire					
County of Cheshire					
County of oncome					
On this 26 day of Mach, 2013, before me Sawing Jointh the undersigned officer, personally appeared Phul B Crosby who acknowledged him/herself to be the Chair of the Chashire County (enservation Distribution) being authorized so to do, executed the forgoing instrument for					
the purpose therein c	ontained.				
In witness whereof, I	have set my hand and official se	eal.			
	Justice of the Po	Pand J. Sht.			
(Seal)	Commission Ex	spiration Date: OFFICIAL SEAL SANDRA J. SMITH NOTARY PUBLIC - NEW HAMPSHIRE			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2013

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).

certificate floider in fleti of such	ondorsoment(s).					
PRODUCER		CONTACT NAME: Jane D. Hill				
Clark - Mortenson Insurance		PHONE (A/C, No. Ext):603-352-2121 FAX	(, No):603-357-8491			
P.O. Box 606 Keene NH 03431		E-MAIL ADDRESS:CSr24@clark-mortenson.com				
		INSURER(S) AFFORDING COVERAGE	NAIC #			
		INSURER A :Central Insurance Companies				
INSURED	CHESHIRECOUNTY5	INSURER B :FirstComp				
Cheshire Cty Conservation Dist		INSURER C: United States Liability Insurance G				
11 Industrial Park Drive		INSURER D :NGM Insurance Company	14788			
Walpole NH 03608		INSURER E :				
		INSURER F:				
COVERAGES	CERTIFICATE NUMBER: 1547348607	REVISION NUMBE	R:			

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.

TYPE OF INSURANCE	ADDL S	UBR VVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY		CLP8612735	6/17/2012	6/17/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$100,000
CLAIMS-MADE X OCCUR	Ì				MED EXP (Any one person)	\$5,000
					GENERAL AGGREGATE	\$1,000,000 \$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$2,000,000
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
ANY AUTO ALL OWNED SCHEDULED AUTOS AUTOS NON-OWNED	The second second				BODILY INJURY (Per accident) PROPERTY DAMAGE	
AUTOS AUTOS					(Fer accident)	\$
OCCUR		CXS9182847	6/17/2012	6/17/2013	EACH OCCURRENCE	\$1,000,000
CEAINIS-NIABE					AGGREGATE	\$1,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		WC012446702	5/23/2012	5/23/2013	WC STATU- OTH- TORY LIMITS ER	\$
OFFICER/MEMBER EXCLUDED?	N/A					\$100,000 \$100,000
If yes, describe under DESCRIPTION OF OPERATIONS below						
Directors & Officers Employee Dishonesty		PO2000139 F236194				
	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$0 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Directors & Officers	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROPOLICY JECT LOC AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS AUTOS X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$0 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Directors & Officers	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROPOLICY PROAUTIONS DELOCATION OF DESCRIPTION OF OPERATIONS DELOCATIONS DELOCATION OF OPERATIONS DELOCATIONS DELOCATION OF OPERATIONS DELOCATION OF OPERATIONS DELOCATIONS DELOCATION OF OPERATIONS DELOCATION OF OPERATIONS DELOCATION OF OPERATIONS DELOCATION OF OPERATIONS DELOCATIONS DELOCATION OF OPERATIONS DELOCATION OF OPERATIONS DELOCATIONS D	GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO JECT LOC AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$0 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIEDRIPARTNER/EXECUTIVE Y ANY PROPRIEDRIPARTNER/EXECUTIVE Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Directors & Officers PO2000139 CLP8612735 CLS9182847 G/17/2012 S/23/2012 MCO12446702 S/23/2012	TYPE OF INSURANCE INST WVD POLICY NUMBER (MM/DD/YYYY) (MM/DD/YYYY) GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO LOC AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS NON-OWNED AUTOS HIRED AUTOS OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$0 WORKERS COMPENSATION AND EMPOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (IMM ADD EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (IMM ADD EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (IMM AD EMPLOYERS' LIABILITY ANY PROPRIETOR OF OPERATIONS below Directors & Officers PO2000139 9/1/2012 9/1/2013	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLP8612735 CLP861273013 EACH OCCURRENCE ACGREGATE CLIMT OTH- COMMINED SIMILE LIMIT CLP8612735 CLP86127301 EACH OCCURRENCE ACH OCCURRENCE CLIMT OTH- CLIMT OTH-

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

Part one (3A) applies to Workers Compensation Law of the State of NH

Excluded Officers: Amanda Costello

CERTIFICATE HOLDER	CANCELLATION			
NH Dept of Agriculture, Markets & Food PO Box 2042	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
Concord NH 03302-2042	AUTHORIZED REPRESENTATIVE			
	Jone H. Mark			

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McWilliam Jellie, Gail

From: Amanda Costello [amanda@cheshireconservation.org]

Sent: Tuesday, April 02, 2013 2:05 PM

To: McWilliam Jellie, Gail

Subject: RE: Another

Hi Gail,

I am really sorry about this. Please let me know if you need anything beyond what is below.

Thanks, Amanda

Exhibit C

-All parties acknowledge that the general liability insurance coverage for Cheshire County Conservation District is \$1 million per occurrence.

-Due to the uncertainties of the federal budget sequestration and the still not finalized State of New Hampshire budget approval process for Fiscal Years 2014 and 2015, it is possible that part or all of the funds for this grant could be withdrawn with the State of New Hampshire, Department of Agriculture, Markets & Food (DAMF) prior to the Grant Agreement specified end date. In the event that funding is reduced, DAMF would have to adjust or end this grant accordingly.

Cheshire County Conservation District acknowledges and accepts this condition for Specialty Crop Block Grant # 12-25-B-1475.

Amanda Costello Littleton District Manager Cheshire County Conservation District 11 Industrial Park Dr Walpole NH 03608

Amanda Costello Littleton
District Manager
Cheshire County Conservation District
11 Industrial Park Dr
Walpole NH 03608
603.756.2988 x.116
Amanda@cheshireconservation.org

www.cheshireconservation.org

From: McWilliam Jellie, Gail [mailto:Gail.McWilliam.Jellie@agr.nh.gov]

Sent: Monday, April 01, 2013 12:36 PM

To: Amanda Costello **Subject:** Another

Hi Amanda:

4/2/2013