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New Hampshire  
Department of Agriculture,  
Markets & Food

04005123 12/7/12  
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 Northeast Organic Farming Association of New Hampshire (NOFA-NH) (vendor code # 155470) for the period from Governor and Council approval to September 30, 2015 in the amount of \$27,590 to develop and conduct an education program for farmers. 100% Federal Funds.

Funding is available in account, Specialty Crop Block Grant, 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 budget approval.

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

<u>ACCOUNT</u>		<u>FY 2013</u>	<u>FY 2014</u>	<u>TOTAL</u>
33460000-500575	Promotion & Marketing	\$10,000	\$17,590	\$27,590

**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 nine 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 NOFA-NH 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,

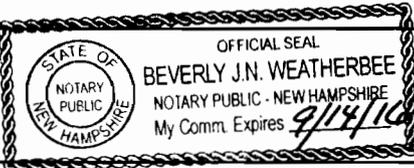
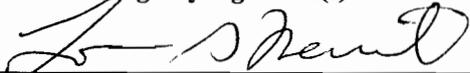
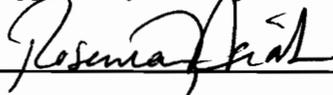
Lorraine S. Merrill  
Commissioner

**GRANT AGREEMENT**

Subject: NOFA Tooling Up for Success

**GENERAL PROVISIONS**

**I. IDENTIFICATIONS AND DEFINITIONS**

<b>1.1 State Agency Name</b> NH Dept. of Agriculture, Markets & Food		<b>1.2 State Agency Address</b> PO Box 2042, Concord, NH 03302-2042	
<b>1.3 Grantee Name</b> Northeast Organic Farming Association,		<b>1.4 Grantee Address</b> 4 Park St., Ste. 208, Concord, NH 03001	
<b>1.5 Effective Date</b>	<b>1.6 Completion Date</b> Sept. 30, 2015	<b>1.7 Audit Date</b>	<b>1.8 Grant Limitation</b> 27,590.00
<b>1.9 Grant Officer for State Agency</b> Lorraine S. Merrill		<b>1.10 State Agency Telephone Number</b> 603-271-3788	
<b>1.11 Grantor Signature</b> 		<b>1.12 Name &amp; Title of Grantee Signor</b> Executive Janet B. Wilkinson, Director	
<b>1.13 Acknowledgment: State of New Hampshire, County of <u>Merriam</u></b> On <u>3/26/2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> BEVERLY J.N. WEATHERBEE			
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> Lorraine S. Merrill, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b>			
By: 		Attorney, On: 4/11/13	
<b>1.17 Approval by the Governor and Council</b>			
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"), 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").

**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 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 documents.

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"):

11.1.1 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 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 subgranted by the Grantee other than 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. **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.

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 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 JBW Date 3/26/13

**Exhibit A**

The grantee shall utilize awarded Specialty Crop Block Grant (SCBG) funds to create an educational program focused on the use of appropriately-scaled tools and equipment for specialty crop production. 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 \$27,590. 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:

\$10,000 in April 2013 for training development and workshop and field day preparation  
\$8,795 in January 2014 for workshops and trainings  
\$8,795 in January 2015 for workshops and report preparation

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 JSW  
Date 3/26/13

**Certificate of Authority**

I, Amy Manzelli, vice president of the Northeast Organic Farming Association of New Hampshire  
(name) (title) (business/organization)  
do hereby certify that:

1. Janet Wilkinson is the duly elected executive director ;  
(name of person being certified) (title)
2. the NOFA - NH has agreed to accept funds to enter into a contract  
(business/organization)  
with the State of New Hampshire, Department of Agriculture, Markets & Food;
3. the NOFA - NH further authorizes the executive director  
(business/organization) (title from 1. above)  
to execute any documents necessary for this contract;
4. this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof;
5. The following person has been appointed to and now occupies the office indicated above:

Janet Wilkinson  
(name of person being certified in 1. above, title)

IN WITNESS WHEREOF, I have hereunto set my hand as the vice president of the  
Northeast Organic Farming Association of New Hampshire this 26<sup>th</sup> day of March, 2013.  
(Business/organization) (title)

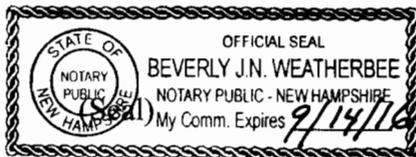
Amy Manzelli  
(signature)

Printed Name: Amy Manzelli

State of New Hampshire  
County of Merrimack

On this 26<sup>th</sup> day of March, 2013, before me BEVERLY J.N. WEATHERBEE the undersigned officer, personally appeared AMY MANZELLI who acknowledged ~~him~~ herself to be the VICE PRESIDENT of the NOFA/NH being authorized so to do, executed the forgoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.



Beverly J.N. Weatherbee  
Justice of the Peace/Notary Public

Commission Expiration Date: 9/14/16

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTHEAST ORGANIC FARMING ASSOCIATION OF NEW HAMPSHIRE (NOFA/NH) is a New Hampshire nonprofit corporation formed February 13, 1980. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26<sup>th</sup> day of March, A.D. 2013

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/26/2013

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).

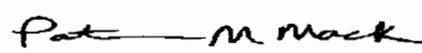
<b>PRODUCER</b> <b>E &amp; S Insurance Services LLC</b> <b>21 Meadowbrook Lane</b> <b>P O Box 7425</b> <b>Gilford NH 03247-7425</b>	<b>CONTACT NAME:</b> Pat Mack <b>PHONE (A/C No. Ext):</b> (603) 293-2791 <b>E-MAIL ADDRESS:</b> pat@esinsurance.com		<b>FAX (A/C. No):</b> (603) 293-7188
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> <b>NORTHEAST ORGANIC FARMING ASSOCIATION</b> <b>OF NEW HAMPSHIRE (NOFA-NH)</b> <b>4 PARK ST #208</b> <b>CONCORD NH 03301</b>	<b>INSURER A:</b> Sentinel Insurance Co LTD		11000
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 2012-2013 Cert                      **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 SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	<b>GENERAL LIABILITY</b>			04SBAF00708	12/29/2012	12/29/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE	\$
	<input type="checkbox"/> DED	<input type="checkbox"/>	<input type="checkbox"/>					\$
	<input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E L EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE	\$
							E L DISEASE - POLICY LIMIT	\$

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

<b>CERTIFICATE HOLDER</b>  <b>NH Dept. of Agriculture</b> <b>Markets &amp; Food</b> <b>PO Box 2042</b> <b>Concord, NH 03302-2042</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Pat Mack/PAT 

**McWilliam Jellie, Gail**

**From:** Janet B. Wilkinson [janet.wilkinson@nofanh.org]

**Sent:** Monday, April 01, 2013 11:11 AM

**To:** McWilliam Jellie, Gail

**Subject:** NOFA-NH Exhibit C

Hi Gail:

Here is Exhibit C for NOFA-NH.

Thank you again for your support.

Janet

Janet B. Wilkinson

Executive Director

NOFA-NH (Northeast Organic Farming Association of NH)

office: (603) 224.5022

mobile: (603) 986.9457

[janet.wilkinson@nofanh.org](mailto:janet.wilkinson@nofanh.org)

<http://nofanh.org/>

**Exhibit C**

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.

\_\_\_\_\_  
Northeast Organic Farming Association of New Hampshire  
acknowledges and accepts this condition for Specialty Crop Block Grant # 12-25-B-1475.

Janet B. Wilkinson, Executive Director

Northeast Organic Farming Association of New Hampshire

4 Park Street, Suite 208

Concord, NH 03301