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Shawn N. Jasper, Commissioner

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April 21, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Agriculture, Markets and Food (DAMF), Division of Agricultural Development to award grants as indicated in the attached table totaling \$749,999.45 from the Meat Processing Infrastructure and Training Investment Program to eight (8) recipients to alleviate impacts of COVID-19 on the local meat and poultry processing industry by supporting increased capacity, labor saving efficiencies, and encouraging value-added products through capital investments and other related infrastructure improvements, effective upon Governor and Council approval through May 3, 2024. This is an allowable use of ARPA SFRF funds Section 602 (c) (1) (A) to respond to the public health emergency or its negative impacts. **100% Federal Funds.**
2. Contingent upon the approval of Requested Action #1, authorize DAMF to disburse advance payments to the eight (8) recipients as detailed on the attached list in the amount of 75 percent of total grant award with a maximum of \$100,000 per project totaling \$413,587.09, effective upon Governor and Council approval. **100% Federal Funds.**

Funding is available in account ARPA Meat Processing & Trng as follows (see attached detailed list):

	<u>FY 2023</u>
02-18-18-180010-26900000-072-502627 – Grants Federal	\$749,999.45

EXPLANATION

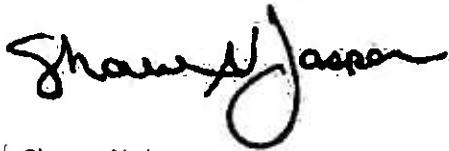
Small and midsize livestock producers are facing severe processing capacity limitations in New Hampshire due to a number of factors including labor shortages, increased demand for USDA certified processing facilities, and impacts of the COVID-19 pandemic. The funding for the Meat Processing Infrastructure and Training Investment Program was approved by Fiscal Committee on November 18, 2022 (Item FIS 22-405) and Governor and Council on November 22, 2022 (Item #57).

The Meat Processing Infrastructure Program (MPIP), which is one part of the Meat Processing Infrastructure and Training Investment Program, directly addresses this issue by providing funding for equipment and infrastructure upgrades for NH meat processing facilities, farms, and businesses that provide slaughter, processing, and custom butchering services. Awardees of this highly competitive

program have demonstrated an ability to increase capacity, add labor saving efficiencies, and/or increase value-added products in the meat and poultry processing industry through an application process that opened December 1, 2022 and closed January 27, 2023. A diverse selection committee of industry experts and DAMF staff reviewed the applications based on a set of criteria described in section 3 of the MPIP Request for Proposals. The impacts of these projects will help support a more sustainable food system in New Hampshire.

The payment process in Exhibit C of the grant agreement was designed to support the efficient and equitable disbursement of grant funding and support projects that would not otherwise commence with a strictly reimbursement model.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Shawn N. Jasper". The signature is fluid and cursive, with a large, prominent initial "S".

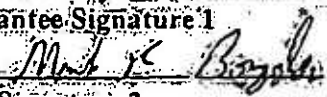

Shawn N. Jasper
Commissioner

Business/Proprietor Name	Project Name	Vendor Code	Municipality	Award Amount	Advance
Montshire Packing, LLC	Increase Slaughter Capacity and Food Safety at Montshire Packing LLC - MPIP23-205	449878	N. Haverhill	\$200,000.00	\$100,000.00
Darrell Robinson DBA East Conway Beef & Pork	Meat Processing Equipment Upgrade - MPIP23-206	450112	Center Conway	\$198,550.00	\$100,000.00
Granite State Packing, Inc	Rollstock Packaging Line at Granite State Packing, Inc. - MPIP23-207	447567	Claremont	\$200,000.00	\$100,000.00
Joyce Brady	The MeatHouse Improved Efficiency Project - MPIP23-208	151719	Columbia	\$51,876.45	\$38,907.34
Leanne Miner DBA Flying M Farm, LLC	Flying M- Poultry and Small Livestock Custom Exempt - MPIP23-209	447566	Fremont	\$17,765.00	\$13,323.75
Tellman Hill Farm, LLC	Poultry Processing Equipment - Tellman Hill Farm - MPIP23-210	TBD	Whitefield	\$13,835.00	\$10,376.25
The Horizon Farm, LLC	Stone Barn Butcher Upgrade Project - MPIP23-211	447270	Bennington	\$8,500.00	\$6,375.00
New England Wagyu, LLC	The Local Butcher Processing, Freezer and Cooler Expansion - MPIP23-212	TBD	Center Barnstead	\$59,473.00	\$44,604.75
			Total	\$ 749,999.45	\$413,587.09

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 P.O. Box 2042, Concord, NH 03302	
1.3. Grantee Name Montshire Packing, LLC		1.4. Grantee Address 500 Benton Rd, North Haverhill, NH	
1.5. Grantee Phone # 802-598-5508	1.6. Account Number 26900000-502627	1.7. Completion Date May 3, 2024	1.8. Grant Limitation \$ 200,000
1.9. Grant Officer for State Agency Joshua K. Marshall		1.10. State Agency Telephone Number 603-271-3788	
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 Mark Boyden	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature 		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: <i>Isi Stacie M. Maesen</i> Assistant Attorney General, On: 04/21/2023			
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").

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 5.3 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:e.
- 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 required 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 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 "Event 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 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

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 intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating hereto.

24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

**EXHIBIT A
SPECIAL PROVISIONS**

1. Modifications

The conditions of the G-1 Grant Agreement are modified as follows:

- a. 7. Records and Accounts and 9. Data; Retention of Data; Access

The Grantee's obligation to provide access to the State shall also extend to the U.S. Department of Treasury and the Office of Management and Budget.

2. Additional Provisions

Scope of Allowable Use of Funds

In exchange for grant funds from the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901 on March 11, 2021, provided by the United States Department of Treasury, CFDA number 21.027 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "GOFERR"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 1319, Section 9901 for which Grantee has not received payment or reimbursement from any other source, defined as: Addressing the severe capacity limitations facing small and midsize livestock producers to ensure they have places to process their products to remain in business through increasing capacity, labor saving efficiency, and value added products in New Hampshire's meat and poultry processing industries. . The Federal Award Identification Number (FAIN) for this award is SLFRP0145.

Initials MFB

Date 4-18-23

Exhibits Page 1 of 5

EXHIBIT B
SCOPE OF WORK

1. **Overview:** The State has awarded funds to the Grantee for the implementation of a specific approved Meat Processing Infrastructure Program (MPIP) project ("Project") which shall increase capacity, efficiency, and/or value-added production as described in the Project application.
2. **Approval by Governor and Executive Council (G&C):** The Grant Award ("Award") for the Project is contingent upon approval by the G&C as described in section 7.3 of the MPIP RFP. The Grantee shall not be eligible to receive funds absent approval of the Award and Project by the G&C. The date of approval by G&C will be considered the 'Effective Date'.
3. **Conditional Nature of the Agreement:** Notwithstanding anything in this Agreement to the contrary, all obligations of the New Hampshire Department of Agriculture, Markets & Food (DAMF) 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 DAMF 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 DAMF 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.
4. **Nature of the Award:** The Award shall be administered through advance payments of 75% of the total Award with a maximum advance of \$100,000. Upon submission of monthly reporting and supporting documentation (receipts, invoices, proof of purchase) verifying expenditure of advance on equipment, supplies, and/or contractual services as described in the Grantee's MPIP application, including Budget ("Budget") as approved by the State of New Hampshire and incorporated herein by reference, and satisfaction of the 15% matching funds requirement as described in section 2.4 of the MPIP RFP, the Grantee may seek reimbursement for further costs incurred on eligible Project expenditures until the Award is fully expended. The Award amount is the maximum amount that can be disbursed for the Project.
5. **Allowed/Disallowed Expenditures:** Funds may be disbursed only for equipment, supplies, and/or contractual services as listed in the Project Budget or equivalent equipment, supplies, and/or contractual services as available. Any such substitutions deviating from the Budget must be approved by the Director of the Division of Agricultural Development prior to execution.

Funds may NOT be used for land purchases, owner or employee wages and benefits, construction or expansion of a restaurant or grocery store, or advertising and public relations costs as described in section 2.3.1 of the MPIP RFP.

Initials MFB
Date 4-17-23
Exhibits Page 2 of 5

6. **Project Completion Deadline:** The Project shall be completed within 12 months of approval by Governor and Council. Grantee may apply for an extension as permitted up to September 30, 2024.
7. **Reporting:** The Grantee shall report monthly on the Project's status, including supporting documentation (receipts, invoices, proof of purchase) of all expenses related to the Project using grant funds and demonstration of Grantee spending towards 15% match requirement, using the form provided by the DAMF. DAMF may modify the reporting requirements, modify the reporting form, and/or request additional information at any time. At the conclusion of the Project, Grantee will submit a written final report to DAMF describing the project results and how funding through MPIP supported increased capacity, labor saving efficiencies, and/or encouraged value-added products.
8. **Compliance:** The Grantee must comply with all applicable State of New Hampshire and federal regulations and guidance, including any changes introduced by the U.S. Department of Treasury after execution of this agreement. The Grantee shall comply with all applicable state and local laws and rules in execution of the Project. DAMF shall conduct periodic audits to confirm compliance and verify reported expenses.
9. **Record Keeping:** Between the date of approval by Governor and Council and the date five (5) years after the completion date, the Grantee shall keep detailed accounts of all expenses and activities pertaining to the Project including all eligibility criteria in accordance with section 2 of the MPIP RFP. Such accounts shall be supported by all necessary documentation.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the DAMF, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the DAMF, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the DAMF, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, 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 Paragraph 1.3 of G1 Agreement.

10. **Personnel:** The Grant Officer, identified in Paragraph 1.9 of G1 agreement; shall be the representative of the DAMF 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.
11. **Grantee's Relation to DAMF:** In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CLSFRF, and are neither agents nor employees of the State or the DAMF. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind DAMF nor

Initials MPB

Date 4-18-23

are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

12. **Public Disclosure Notification:** The names and business addresses of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the DAMF website.

DAMF will assert that the other financial information submitted in support of this award by a individual or private, non-governmental entity in an application or report is confidential financial information that is exempt from disclosure under RSA 91 -A:5,IV, unless ordered to disclose such information by a court of competent jurisdiction

13. **Certification:** The Grantee certifies to the best of its knowledge and belief, that it and its principals:
- A) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l) (b) of this certification; and
 - D) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

Initials MPB
Date 4-18-23
Exhibits Page 4 of 5

EXHIBIT C
METHODS AND CONDITIONS OF PAYMENT

1. Payment Process

In order to receive payment of your grant, you must first be registered with the New Hampshire Department of Administrative Services (DAS) for a State of New Hampshire vendor number. If you already have a vendor number and supplied it to DAMF, initial payment will be made once we receive Governor and Council approval. If you do 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).

2. Method of Disbursement

Payment by the State shall be completed by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

The State shall disburse a maximum of \$200,000 for the purposes of performing the services described in Exhibit B.

Advance disbursements will be made in the amount of 75% of the Award with a maximum advance of \$100,000. Subsequent disbursements will be contingent on submission and verification of monthly reporting and supporting documents demonstrating the expenditure of grant funds on eligible project items and satisfaction of the 15% matching funds requirement as described in section 2.4 of the MPIP RFP and Exhibit B section 3.

3. Return of Funds

Grantee shall return all portions of the advance payment to DAMF that they are not able to substantiate or expend on eligible project items. Funds shall be returned within 90 days of the end of project completion deadline as defined in Exhibit B section 5.

Upon the occurrence of any event of default or breach of this agreement DAMF may take any one, or more, or all, of the following actions:

- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the CLSFRF, H.R. 1319, Section 9901; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both in accordance with provision 11 of the G1 Agreement.

Initials MPB
Date 4-18-23
Exhibits Page 5 of 5

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 MONTSHIRE PACKING LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 21, 2022. 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: 914457

Certificate Number: 0006168557



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of March A.D. 2023.

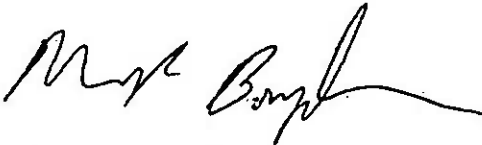
A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

To: NH Dept of Agriculture

From: Mark Boyden

This is a certificate of authority that establishes that Mark Boyden, owner of Montshire Packing LLC, has full authority to bind Montshire Packing LLC into any and all obligations.

signed - 
Mark F. Boyden

4-17-23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2023

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 have ADDITIONAL INSURED provisions or 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).

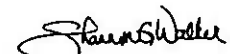
PRODUCER Kinney Insurance Agency 307 Route 2 PO Box 187 South Hero VT 05486	CONTACT NAME: Shannon Walker PHONE (A/C, No, Ext): (802) 372-8804 FAX (A/C, No): (802) 372-3159 E-MAIL ADDRESS: Shannon@kinneyins.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Patriot Insurance Company</td> <td>32069</td> </tr> <tr> <td>INSURER B:</td> <td>Co-operative Insurance Company</td> <td>18686</td> </tr> <tr> <td>INSURER C:</td> <td>The Travelers Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Patriot Insurance Company	32069	INSURER B:	Co-operative Insurance Company	18686	INSURER C:	The Travelers Insurance Co.		INSURER D:			INSURER E:			INSURER F:	
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INSURED Montshire Packing LLC 500 Benton Rd North Haverhill NH 03774-4613																					

COVERAGES **CERTIFICATE NUMBER:** CL2332209017 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6721611	11/18/2022	11/18/2023	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000
B	AUTOMOBILE LIABILITY			CAP3028084	11/18/2022	11/18/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> OTHER:							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED	RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6JUB-0W31092-2-22	11/18/2022	11/18/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation excluded proprietor/LLC members/officers: Mark Boyden, Lauri Boyden

CERTIFICATE HOLDER New Hampshire Department of Agriculture	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Meat Processing Infrastructure Program Application

Contact Information

Applicant Information:

Point of contact: Mark Boyden

Point of contact telephone: 802-598-5508

Point of contact email: mark@montshirefarms.com

Organization/Business name: Montshire Packing LLC

Organization/Business mailing address: 500 Benton road

Organization/Business county: Grafton

Organization/Business telephone: 603-787-9199

Authorized representative (AR):

Person authorized to sign contracts on behalf of business/organization is same as point of contact above (if different from above please provide the following)

AR name: Mark Boyden

AR title: Owner

AR telephone: 802-598-5508

AR email: mark@montshirefarms.com

Project Summary

Grant request:

Project name: Increase In Slaughter capacity and food safety at Montshire Packing LLC

Total project cost: \$295,587

Matching funds (15%): \$95,587 (32.3%)

Grant request (subtract matching funds from total project cost): \$200,000 (67.7%)

Expected project start date: March 1, 2023

Expected project end date: November 1, 2023

Project description – Provide a brief description of your project outlining what you plan to purchase and why. How will your project support the goals of increased capacity, supporting labor saving efficiencies, and/or encouraging value-added products in New Hampshire's meat and poultry processing industry?

We aim to 2x-3x our production capacity and significantly improve our productivity before 2025, and our expansion CAPEX program to support this will total 539,353 US\$ in Q4-2022 and 2023 only. As we significantly increase the slaughtering and processing areas in 2023, additional (but not yet budgeted) CAPEX will be necessary afterwards. It will include slaughtering, cutting, grinding / portioning, and packaging equipment in addition to a new inventory management system (software and hardware). Where we need your help is very specific. Our project at MontShire Packing includes the purchase and installation of eight integral components, which would substantially increase our daily cattle and pig slaughtering capacity and greatly reduce the threat of carcass e-Coli contamination. The kill floor that was laid out years ago by P ete Roy was done very well being built tall and large with a rail system in place. This will allow us to increase capacity immensely with modifications, however, additional items will be needed at the processing level, to match this increase.

The first item that we will install is an Evisceration Station (Gutting Station). This is a mechanized lift system that also incorporates trays and stations for the Inspector to better monitor the carcass, so it makes for a much faster part on the kill floor and lets the Inspector inspect more carcasses per hour than before, thus eliminating a double bottleneck. It also makes the person who is doing this job have much better working conditions than what is being done now, using a hoist lift with a modified wheelbarrow; this change will help greatly in good employee retention as this job is always the worst job in the whole facility, and now it will not be.

The second item is a centralized tank pump system for doing the lactic acid spray. All carcasses must be sprayed with lactic acid as a way to reduce any risk of e-Coli contamination. Currently, it is done with a hand pump sprayer similar to those you find at a hardware store. We will replace it with one made specifically for this task and it will not only reduce labor but do a better job of application.

The third is adding two additional rails in both the hot cooler and the hanging cooler. This will greatly increase the capacity of how many sides we can hang at a time, which is needed for increased capacity.

These items are from a company in Quebec named Riopel, and they stock all the parts and service them very well. Please note that the majority of these items are made in Canada but with a majority of North American components. The other items are purchased in the USA. The company rep was here on site and he also was the one who helped install all the kill floor equipment in 2004 when P ete Roy started the facility which was known as PT Farm then. His name is Luc Lachance, and he has seen facilities all over North America, and he gave great assurances that with these items we can reach a benchmark of 1 beef per man per hour. So if we can man this with 5 people on a 9-hour day (10 total hours as 4 day per week) that we can aim for 45 beef per day. With our long-range (3-year) plan of going to a full schedule of kills. This will give us the ability to do 180 beef per week! That is 9000 heads per year, compared to just under 3000 heads in 2022. This will put MontShire Packing at believe the second largest in all of New England and will put NH in a very good position! To support this, we will hire 7 new talents and bring the total number of our employees to 25 by the end of 2023 (vs 18 employees in Dec 2022).

So everything listed above is for the slaughter portion. This will put the facility at the utilization of full capacity for the kill. The next step is what is needed, at least for now to increase the processing to attempt to keep up with this. What we are proposing next is going to make a large difference, but we need the greatest increase in the kill part first, as you can't process it if you don't slaughter it first; plus it puts us in a great position to go for the next round of USDA grants as we will now have the firm foundation to justify it.

Project description – Provide a brief description of your project outlining what you plan to purchase and why. How will your project support the goals of increased capacity, supporting labor saving efficiencies, and/or encouraging value-added products in New Hampshire's meat and poultry processing industry?

The fourth item is a metal detection machine. This is an absolute must for food safety and risk management. It is a machine that as the finished product is done, goes through it and a red light and alarm go off if it senses any metal.

The fifth is bone cleaner/catcher. Very much needed to reduce risk; I have talked to other butcher facilities, and before owning one of these one had to pay out money to customers that chipped teeth and had dental bills, not going down that road!

The sixth item is what is called a bricker. It basically takes the glob of ground beef coming off the stuffer, mechanically, forms it into a brick shape, and belt conveyors it to the roll stock, thus giving greater labor efficiency and more output per hour.

The seventh is the dip tank/dryer. We absolutely need to have the larger primals put into thicker plastic for longer shelf life and fewer returns. The plastic is thicker, then goes into a hot water dip tank to suck it down tighter, then it has to be blown dry for the label before going into the box. You can't compete in this market unless you sell primals this way, period.

The eighth is making modifications to an unused alley room and making it refrigerated with access doors to the hanging cooler and a double door from there to the processing room. This will give much more badly needed room for the newly finished products before the trucks can show up, and by going to double doors make it so pallets can be transferred.

So items four through eight are all needed as a way to keep up with the increase in the kill capacity, plus items needed for food safety and overall risk management. I do want to point out that all that we have proposed is just a small part of the long-range plan to maximize this facility. Those plans will involve moving walls, greatly increasing the process area, and dry cold storage, but all that we have proposed will make a great foundation for the next steps and get us on our way there.

This grant is greatly needed, as there is no way that we can go to the bank to get this in addition to what we already have in place for CAPEX plans (only 360,500 US\$ has been approved by Claremont Bank). It will also put us in a great position to apply for and get future US federal grants for increasing meat production, as now we can show that we have great kill capacity but will apply for more processing capacity to match up! We also will be focusing on doing more of our local farmers' needs for their livestock processing, not just our commercial runs. Our long range plan, when we move walls, is to have a separate processing line that is geared for the smaller farmers and small runs; that way we never get in a position of doing our commercial and not getting the local farmers and customers' needs done. All of this, along with an awesome crew of people that are well-trained and motivated to perform! The pieces of the puzzle are already in place for great growth. This will make the foundation for eventually processing a higher volume of value-added products for our retail and food service customers and expand our reach through new wholesale and distribution channels. With our growth we can expand on all of these points and have our employees, community, and partners benefit greatly.

Organization/Business description – Provide a brief description of your organization/business and its role in the meat or poultry processing industry in New Hampshire. (2000 character limit)

MontShire Packing LLC is the former PT Farm butcher facility. It is wholly owned by Boyden Holdings LLC, which also owns Boyden Farm LLC which is a meat marketing business. We at Boyden have developed one of the largest and most successful meat brands in the Northeast and are very well positioned to grow as we have an ample supply of livestock from farms around the area plus very large and regional distributors to network with. We support many of the NH dairy farms as a better outlet for their cull cows and work with NH pork and beef producers as well. We also provide retail stores, restaurants, and institutions with a way to get locally sourced beef and pork on a weekly and year-round basis, which individual farmers have a hard time doing. Again, with our growth, we can expand on all of these points and have our employees, community, and partners benefit greatly.

Budget

All expenses described in this Budget Narrative must be associated with expenses that will be covered by the Meat Processing Infrastructure Program

Budget summary

Expense Category	Total
Equipment	261,567\$
Supplies	5,000\$
Contractual	29,000\$
Total project cost	295,567\$
Matching funds (15% of total project cost)	95,567\$ (32.3%)
Total grant request	200,000\$ (67.7%)

Equipment

Describe all equipment to be purchased

#	Item Description	Acquire When?	Cost
1	Riopel Evisceration Station	March 1	107,567\$
2	Direct lactic acid spray	March 1	5,000\$
3	Bone cleaner	March 1	2,000\$
4	Metal detector	March 1	40,000\$
5	Dip tank and blow dryer	March 1	52,000\$
6	Bricker / Former	March 1	55,000\$
7			

Equipment subtotal: 261,567\$**Supplies**

Describe all materials, supplies, and fabricated parts to be purchased

Item Description	Per-Unit Cost	# of Units	Acquire When?	Cost
Bally Refrigeration - Double Doors			March 1	5,000\$

Supplies subtotal: 5,000\$

Contractual

Describe all contractual costs for goods or services performed by an individual or business other than the applicant

#	Name/Business	Hourly or Flat Rate	Cost
1	Albert Lackie Construction	Flat	15,000\$
2	Roy Refrigeration	Flat	5,000\$
3	Robco Welding	Flat	9,000\$
4			
5			
6			
7			

Contractual subtotal: 29,000\$

New Hampshire
*Department of Agriculture,
Markets & Food*

Shawn N. Jasper, Commissioner

February 17, 2023

Via email only: mark@montshirefarms.com
Mark Boyden, Montshire Packing LLC
500 Benton Road
North Haverhill, NH

Meat Processing Infrastructure Program

Dear Authorized Official:

We are pleased to inform you that your application for funding under the Meat Processing Infrastructure Program grant has been selected for an award.


Increase in Slaughter Capacity and Food Safety at Montshire Packing LLC (MPIP23-205) has been awarded grant funding up to \$200,000.

Please note that while you have been awarded a grant, several conditions must be met before your award is finalized and you can begin your project. **Please review the following terms carefully:**

- As the authorized official for this project, you must acknowledge receipt of this award letter and the funding requirements outlined below. Please return a fully executed copy of this letter to the grant administrator, Josh Marshall, at Joshua.k.marshall@agr.nh.gov with your project name and grant number referenced in the subject line by **4:00 PM on February 24th, 2023**.
- Your project is not eligible to begin until you receive a "Notice to Proceed" from NH DAMF.
- You must include your newly assigned grant number, **MPIP23-205**, on all correspondence with NH DAMF and/or your grant administrator.
- This grant award is contingent upon execution of a grant agreement between the grantee and NH DAMF, including all appropriate terms and conditions required to receive MPIP funding through the American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF). You will be required to provide a certificate of good standing from the New Hampshire Secretary of State (individuals contracting in their own name do not need a CGS), a certificate of insurance from your carrier demonstrating sufficient general liability (\$1,000,000 per occurrence and \$2,000,000 aggregate) and workers compensation coverage, and a certificate of authority that establishes that the signatory has the authority to bind your organization (individuals contracting in their own name do not need a CVA). We urge you to begin compiling these forms to avoid delay in receipt of your award.
- The grant agreements must then be submitted for approval to the Executive Council. We plan to present all grants to the Council at their April 12th, 2023,

meeting. This means that DAMF must receive the signed agreements and all of the aforementioned certificates by 4:00 PM on March 24th, 2023, for your program to be eligible for funding.

Please reach out to NH DAMF with any questions at (603) 271-3688. We look forward to the impact that your project will make on the meat processing industry in New Hampshire.



Shawn N. Jasper
Commissioner

Acknowledgement of Receipt and Award Acceptance:

I accept the award offer on behalf of Project MP1P23-205
I decline the award offer on behalf of Project

Signature:

I am the Authorized Official for the above-referenced project:
(project name) Increase in Slaughter Capacity and Food Safety - Montshire Co
(grant #) MP1P-23-205 and acknowledge the requirements of the NH DAMF award as identified above.

Montshire Packing LLC
Organization/Business Name

Mark K. Boyler
Signature of Authorized Official

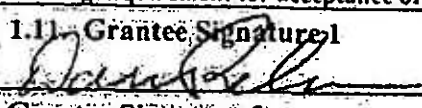

2-17-23
Date Signed

Mark Boyler
Printed Name of Authorized Official

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 P.O. Box 2042, Concord, NH 03302	
1.3. Grantee Name Darrell Robinson		1.4. Grantee Address 3097 E. Conway Rd, Center Conway, NH 03813	
1.5. Grantee Phone # 603-452-8241	1.6. Account Number 26900000-502627	1.7. Completion Date May 3, 2024	1.8. Grant Limitation \$ 198,550.
1.9. Grant Officer for State Agency Joshua K. Marshall		1.10. State Agency Telephone Number 603-271-3788	
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 Darrell Robinson, Owner	
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: <i>Isl Stacie M. Maesser</i> Assistant Attorney General, On: 04/21/2023			
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").

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 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 607 through 700.

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 of 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, payroll, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or 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 further 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 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 a schedule;

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

- 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 assigns. 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 supercedes 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.

EXHIBIT A
SPECIAL PROVISIONS

1. Modifications

The conditions of the G-1 Grant Agreement are modified as follows:

a. 7. Records and Accounts and 9. Data, Retention of Data, Access

The Grantee's obligation to provide access to the State shall also extend to the U.S. Department of Treasury and the Office of Management and Budget.

2. Additional Provisions

Scope of Allowable Use of Funds:

In exchange for grant funds from the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901 on March 11, 2021, provided by the United States Department of Treasury, CFDA number 21-027 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "GOFERR"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 1319, Section 9901 for which Grantee has not received payment or reimbursement from any other source, defined as: Addressing the severe capacity limitations facing small and midsize livestock producers to ensure they have places to process their products to remain in business through increasing capacity, labor saving efficiency, and value added products in New Hampshire's meat and poultry processing industries. The Federal Award Identification Number (FAIN) for this award is SLFRP0145.

Initials *Dr*

Date *4-15-23*

EXHIBIT B
SCOPE OF WORK

1. **Overview:** The State has awarded funds to the Grantee for the implementation of a specific approved Meat Processing Infrastructure Program (MPIP) project ("Project") which shall increase capacity, efficiency, and/or value-added production as described in the Project application.
2. **Approval by Governor and Executive Council (G&C):** The Grant Award ("Award") for the Project is contingent upon approval by the G&C as described in section 7:3 of the MPIP RFP. The Grantee shall not be eligible to receive funds absent approval of the Award and Project by the G&C. The date of approval by G&C will be considered the 'Effective Date'.
3. **Conditional Nature of the Agreement:** Notwithstanding anything in this Agreement to the contrary, all obligations of the New Hampshire Department of Agriculture, Markets & Food (DAMF) 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 DAMF 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 DAMF 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.
4. **Nature of the Award:** The Award shall be administered through advance payments of 75% of the total Award with a maximum advance of \$100,000. Upon submission of monthly reporting and supporting documentation (receipts, invoices, proof of purchase) verifying expenditure of advance on equipment, supplies, and/or contractual services as described in the Grantee's MPIP application, including Budget ("Budget") as approved by the State of New Hampshire and incorporated herein by reference, and satisfaction of the 15% matching funds requirement as described in section 2.4 of the MPIP RFP, the Grantee may seek reimbursement for further costs incurred on eligible Project expenditures until the Award is fully expended. The Award amount is the maximum amount that can be disbursed for the Project.
5. **Allowed/Disallowed Expenditures:** Funds may be disbursed only for equipment, supplies, and/or contractual services as listed in the Project Budget or equivalent equipment, supplies, and/or contractual services as available. Any such substitutions deviating from the Budget must be approved by the Director of the Division of Agricultural Development prior to execution.

Funds may NOT be used for land purchases, owner or employee wages and benefits, construction or expansion of a restaurant or grocery store, or advertising and public relations costs as described in section 2.3.1 of the MPIP RFP.

Initials DH
Date 4-19-23
Exhibits Page 2 of 5

6. **Project Completion Deadline:** The Project shall be completed within 12 months of approval by Governor and Council. Grantee may apply for an extension as permitted up to September 30, 2024.
7. **Reporting:** The Grantee shall report monthly on the Project's status, including supporting documentation (receipts, invoices, proof of purchase) of all expenses related to the Project using grant funds and demonstration of Grantee spending towards 15% match requirement, using the form provided by the DAMF. DAMF may modify the reporting requirements, modify the reporting form, and/or request additional information at any time. At the conclusion of the Project, Grantee will submit a written final report to DAMF describing the project results and how funding through MPIP supported increased capacity, labor-saving efficiencies, and/or encouraged value-added products.
8. **Compliance:** The Grantee must comply with all applicable State of New Hampshire and federal regulations and guidance, including any changes introduced by the U.S. Department of Treasury after execution of this agreement. The Grantee shall comply with all applicable state and local laws and rules in execution of the Project. DAMF shall conduct periodic audits to confirm compliance and verify reported expenses.
9. **Record Keeping:** Between the date of approval by Governor and Council and the date five (5) years after the completion date, the Grantee shall keep detailed accounts of all expenses and activities pertaining to the Project including all eligibility criteria in accordance with section 2 of the MPIP RFP. Such accounts shall be supported by all necessary documentation.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the DAMF, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the DAMF, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the DAMF, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, 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 Paragraph 1.3 of G1 Agreement.

10. **Personnel:** The Grant Officer, identified in Paragraph 1.9 of G1 agreement, shall be the representative of the DAMF 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.
11. **Grantee's Relation to DAMF:** In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CLSFRF, and are neither agents nor employees of the State or the DAMF. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind DAMF nor

Initials *ON*
Date *4/15/27*

are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees:

12. **Public Disclosure Notification:** The names and business addresses of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the DAMF website.

DAMF will assert that the other financial information submitted in support of this award by a Individual or private, non-governmental entity in an application or report is confidential financial information that is exempt from disclosure under RSA 91-A:5, IV, unless ordered to disclose such information by a court of competent jurisdiction

13. **Certification:** The Grantee certifies to the best of its knowledge and belief, that it and its principals:

- A) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- D) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

Initials *Dr*
Date *4-19-27*
Exhibits Page 4 of 5

EXHIBIT C
METHODS AND CONDITIONS OF PAYMENT

1. Payment Process

In order to receive payment of your grant, you must first be registered with the New Hampshire Department of Administrative Services (DAS) for a State of New Hampshire vendor number. If you already have a vendor number and supplied it to DAMF, initial payment will be made once we receive Governor and Council approval. If you do not already have a vendor number, registration is available at: [https://apps.das.nh.gov/vendorregistration/\(S\(rnkboxvillöscaesvql1n3np2\)\)/welcome.aspx](https://apps.das.nh.gov/vendorregistration/(S(rnkboxvillöscaesvql1n3np2))/welcome.aspx).

2. Method of Disbursement

Payment by the State shall be completed by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

The State shall disburse a maximum of \$198,550 for the purposes of performing the services described in Exhibit B.

Advance disbursements will be made in the amount of 75% of the Award with a maximum advance of \$100,000. Subsequent disbursements will be contingent on submission and verification of monthly reporting and supporting documents demonstrating the expenditure of grant funds on eligible project items and satisfaction of the 15% matching funds requirement as described in section 2.4 of the MPIP RFP and Exhibit B section 3.

3. Return of Funds

Grantee shall return all portions of the advance payment to DAMF that they are not able to substantiate or expend on eligible project items. Funds shall be returned within 90 days of the end of project completion deadline as defined in Exhibit B section 5.

Upon the occurrence of any event of default or breach of this agreement DAMF may take any one, or more, or all, of the following actions:

- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the CLSFR, H.R. 1319, Section 9901; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both in accordance with provision 11 of the G1 Agreement.

Initials: DC

Date: 5-19-27

Exhibits Page 5 of 5

April 21, 2023

I Darrell Robinson AM The
SOLE proprietor doing business
AS EAST CONWAY BEEF AND PORK PROCESSORS
AND HAVE FULL AUTHORITY to enter
into all CONTRACTS or agreements

Darrell Robinson



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/24/2023

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 have ADDITIONAL INSURED provisions or 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 Ann Harris Ins Agency 925 Main Street Waterboro, ME 04087		CONTACT NAME: Ann Harris Ins Agcy PHONE (AC, Ho, Ext): (207) 282-1997 FAX (AC, No): (207) 638-8200 E-MAIL ADDRESS: ahn@annharrisinsurance.com	
INSURED Dorell Robinson; DBA: East Conway Beef & Pork 3097 E Conway Rd Center Conway, NH 03813		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Risk Placement Services	NAIC #
		INSURER B: Allied Eastern Indemnity Company	11242
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2332420774 **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.

INER LTR	TYPE OF INSURANCE	ADDL SUBR INSD Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED. <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		NN1465607	10/01/2022	10/01/2023	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$ 100,000 MED EXP (Any one person): \$ 5,000 PERSONAL & ADV INJURY: \$ 1,000,000 GENERAL AGGREGATE: \$ 2,000,000 PRODUCTS - COMP/OP AGG: \$ Employee Benefits: \$ COMBINED SINGLE LIMIT (Ea incident): \$ BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$ \$ EACH OCCURRENCE: \$ AGGREGATE: \$ \$ <input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT: \$ 100,000 E.L. DISEASE - EA EMPLOYEE: \$ 100,000 E.L. DISEASE - POLICY LIMIT: \$ 500,000
B			0000576423	06/23/2022	06/23/2023	

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

CERTIFICATE HOLDER Department of Agriculture, Markets and Food PO Box 2042 Concord, NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Patty Hammers</i>
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New Hampshire
Department of Agriculture,
Markets & Food



Meat Processing Infrastructure Program
Application

Contact Information

Applicant information:

Point of contact: Darrell Robinson
Point of contact telephone: (603) 452-8241
Point of contact email: drobinson3097@yahoo.com
Organization/Business name: East Conway Beef & Port
Organization/Business mailing address: 3097 E. Conway Rd, Center Conway, NH 03813
Organization/Business county: Carroll
Organization/Business telephone: (603) 452-8241

Authorized representative (AR):

____ Person authorized to sign contracts on behalf of business/organization is same as point of contact above (if different from above please provide the following)

AR name: Naomi Robinson
AR title: Business Partner
AR telephone: (603) 986-5649
AR email: eastconwaybeef@yahoo.com

Project Summary

Grant request:

Project name: Meat processing equipment upgrade
Total project cost: \$233,588.23
Matching funds (15%): \$35,038.23
Grant request (subtract matching funds from total project cost): \$198,550.00
Expected project start date: Upon approval of Governor and Executive Council
Expected project end date: October 1, 2023

Project description—The funds will purchase twelve (12) pieces of equipment. Each piece of equipment will contribute to meeting the enhanced production goals described in the section below.

Pig and Beef Chute—This unit holds the animal securely to enable the worker to accurately stun it. Accurate stunning is critical. It results in humane animal processing, but in addition the USDA rightfully has no tolerance for misfires.

Pig De-hairer—This piece of equipment accelerates the animal processing by up to five more pigs/week or 260 per year. The speedup enables the facility to better serve customers who bring two or three animals for processing at once.

Brine Injection System—This piece of equipment injects brine in ham and bacon production. It avoids the labor-intensive work of brining by hand.

Double-Chamber Vacuum—Unlike a single-chamber unit, this vacuum loads packages of bagged, processed meat in each of its chambers. As the bags are being vacuum sealed on one side the other side is being loaded. The process is then reversed so that the vacuuming is a continuous process. This time-saving system increases hourly production.

Meat Grinder—The rationale for this item is essentially the same as the band saw described below. More power equals more efficiency.

Bulker (weight scale)—This is an accessory to the above meat grinder. The operator can readily set the grinder to stop when the desired number of pounds of meat is ground. The accessory eliminates the tedious process of adding/subtracting meat on a conventional scale.

High-Speed Band Saw—This saw is powered by a relatively more powerful motor that resists bogging down at high speeds. Use of the saw increases production and lowers energy costs.

Beef Patty Machine—This modest priced machine will have an outsized impact. Retailers who purchase the patties can offer their customers a locally sourced/locally processed product. In addition, the patties are a value-added item which increases the efficiency of the business.

Beef Splitting Saw—This saw reduces the time taken to split carcass to seconds from minutes. It takes fifteen minutes to split a carcass with a conventional saw; in contrast, it takes fifteen to twenty seconds to complete the same task with this special-purpose machine. The result is increased production and higher labor efficiency.

Balancer for Beef Splitting Saw—The splitting saw can be unwieldy and hence inaccurate. The balancer stabilizes the saw resulting in reduced worker fatigue and accurate cuts.

Gut Cart—This is a receptacle for animal innards used on the kill floor. It is more efficient than using barrels and improve working conditions.

Electrically Powered Hog Stunner—Pigs are typically stunned before they are killed. The stunning results in a short-term paralysis which provides for humane killing. This is a powerful, accurate unit that will reduce if not eliminate misfires.

Organization/Business description – East Conway Beef & Pork is a family owned and operated USDA inspected meat butchering facility located in Center Conway, NH. The business is organized as a sole proprietorship dating back to 1993. Its USDA Establishment Number is M9428 +P9428 and USDA Grant Date is June 3, 2014 (<https://www.fsis.usda.gov/inspection/fsis-inspected-establishments/east-conway-beef-pork-processing>). The Center Conway facility is one of only four USDA certified processors in New Hampshire. It is the only USDA inspected processor in the North Country certified to smoke heat-treated ham and bacon.

(http://www.sandwichnh.org/boards_and_committees/agriculture_commission/boards_and_committees/usda_approved_meat_processing_facilities_in_n.php).

The facility suffered a disastrous fire on April 11, 2022, that leveled the building. Rebuilding, however, is well underway. The concrete floor and walls are in place. The business has engaged a roofer to cap the building so that the electrician can begin wiring. Many of the grant-funded pieces of equipment have relatively long lead times. The construction schedule anticipates that the building will be ready to receive the equipment when it arrives.

The facility processed 1,650 carcasses in 2021 consisting of 657 beef, 899 swine, and 94 sheep/goats. Despite these impressive production numbers, the facility failed to satisfy demand. The equipment upgrades will enable the business to process 10% more beef and 25% more swine per year.

Budget

All expenses described in this Budget Narrative must be associated with expenses that will be covered by the Meat Processing Infrastructure Program

Budget summary

Expense Category	Total
Equipment	\$233,588.23
Supplies	None
Contractual	None
Total project cost:	\$233,588.23
Matching funds (15% of total project cost)	\$35,038.23
Total grant request:	\$198,550.00

Equipment

Describe all equipment to be purchased

#	Item Description	Acquire When?	Cost
1.	Pig and Beef Chute	Order after approval	\$45,500.00
2	Pig De-hairer	Order after approval	\$46,995.00
3	Brine Injection System	Order after approval	\$38,996.00
4	Double-Chamber Vacuum	Order after approval	\$12,629.00
5	Meat Grinder	Order after approval	\$26,165.50
6	Bulker (weight scale)	Order after approval	\$14,359.75
7	High Speed Band Saw	Order after approval	\$16,485.00
8	Beef Patty Machine	Order after approval	\$12,589.00
9	Beef Splitting Saw	Order after approval	\$8,700.00
10	Balancer for Beef Splitting Saw	Order after approval	\$2,049.99
11	Gut Cart	Order after approval	\$3,355.99
12	Electrically Powered Hog Stunner	Order after approval	\$5,763.00

Equipment subtotal: \$233,588.23

Supplies

Describe all materials, supplies, and fabricated parts to be purchased

Item Description	Per-Unit Cost	# of Units	Acquire When?	Cost

Supplies subtotal: None

Contractual

Describe all contractual costs for goods or services performed by an individual or business other than the applicant:

#		Hourly or Flat Rate	Cost
1			
2			
3			
4			
5			
6			
7			

Contractual subtotal: None

New Hampshire

Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

February 17, 2023

Via email only: drobinson3097@yahoo.com
Naomie Robinson, East Conway Beef & Pork
3097 E Conway Road
Center Conway, NH

Meat Processing Infrastructure Program

Dear Authorized Official:

We are pleased to inform you that your application for funding under the Meat Processing Infrastructure Program grant has been selected for an award.

Meat Processing Equipment Upgrade (MPIP23-206) has been awarded grant funding up to \$198,550.

Please note that while you have been awarded a grant, several conditions must be met before your award is finalized and you can begin your project. Please review the following terms carefully:

- As the authorized official for this project, you must acknowledge receipt of this award letter and the funding requirements outlined below. Please return a fully executed copy of this letter to the grant administrator, Josh Marshall, at Joshua.k.marshall@agr.nh.gov with your project name and grant number referenced in the subject line by **4:00 PM on February 24th, 2023**.
- Your project is not eligible to begin until you receive a "Notice to Proceed" from NH DAMF.
- You must include your newly assigned grant number, **MPIP23-206**, on all correspondence with NH DAMF and/or your grant administrator.
- This grant award is contingent upon execution of a grant agreement between the grantee and NH DAMF, including all appropriate terms and conditions required to receive MPIP funding through the American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF). You will be required to provide a certificate of good standing from the New Hampshire Secretary of State (individuals contracting in their own name do not need a CGS), a certificate of insurance from your carrier demonstrating sufficient general liability (\$1,000,000 per occurrence and \$2,000,000 aggregate) and workers compensation coverage, and a certificate of authority that establishes that the signatory has the authority to bind your organization (individuals contracting in their own name do not need a CVA). We urge you to begin compiling these forms to avoid delay in receipt of your award.
- The grant agreements must then be submitted for approval to the Executive Council. We plan to present all grants to the Council at their April 12th, 2023,

meeting. This means that DAMF must receive the signed agreements and all of the aforementioned certificates by 4:00 PM on March 24th, 2023, for your program to be eligible for funding.

Please reach out to NH DAMF with any questions at (603) 271-3688. We look forward to the impact that your project will make on the meat processing industry in New Hampshire.



Shawn N. Jasper
Commissioner

Acknowledgement of Receipt and Award Acceptance:

I accept the award offer on behalf of Project []

I decline the award offer on behalf of Project []

Signature:

I am the Authorized Official for the above-referenced project:

(project name) Meat Processing Equipment Upgrade
(grant #) MPIP 23-206 and acknowledge the requirements of the NH DAMF award as identified above.

East Conway Beef & Pork Processor
Organization/Business Name:

Naomi Robinson
Signature of Authorized Official

02/21/2023
Date Signed

Naomi Robinson
Printed Name of Authorized Official

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 P.O. Box 2042, Concord, NH 03302	
1.3. Grantee Name Granite State Packing, INC		1.4. Grantee Address 471 Sullivan St, Claremont, NH 03743	
1.5. Grantee Phone # 802-454-8360	1.6. Account Number 26900000-502627	1.7. Completion Date May 3, 2024	1.8. Grant Limitation \$ 200,000
1.9. Grant Officer for State Agency Joshua K. Marshall		1.10. State Agency Telephone Number 603-271-3788	
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 Peter Colman, Managing Member	
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: <i>Isi Stacie M. Masses</i> Assistant Attorney General, On: 04 /21/2023			
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").

- 3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
- 4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire, if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
- 5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
 - 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 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 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 of continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- 11. **EVENT OF DEFAULT; REMEDIES.**
 - 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- 12. **TERMINATION.**
 - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
 - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall enable the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
 - 12.3. In the event of Termination under 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 of default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 13. **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials PL
Date 5/18/23

- 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 (or all renewals) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party 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 successor, and assigns. 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.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials *PL*
 Date *5/10/82*

**EXHIBIT A:
SPECIAL PROVISIONS**

1. Modifications

The conditions of the G-1 Grant Agreement are modified as follows:

- a. 7. Records and Accounts and 9. Data; Retention of Data; Access

The Grantee's obligation to provide access to the State shall also extend to the U.S. Department of Treasury and the Office of Management and Budget.

2. Additional Provisions

Scope of Allowable Use of Funds

In exchange for grant funds from the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901 on March 11, 2021, provided by the United States Department of Treasury, CFDA number 21.027 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "GOFERR"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 1319, Section 9901 for which Grantee has not received payment or reimbursement from any other source, defined as: Addressing the severe capacity limitations facing small and midsize livestock producers to ensure they have places to process their products to remain in business through increasing capacity, labor saving, efficiency, and value added products in New Hampshire's meat and poultry processing industries. The Federal Award Identification Number (FAIN) for this award is SLFRP0145.

P.C.
Initials: 4/10/23
Date: 4/10/23
Exhibits Page 1 of 5

EXHIBIT B
SCOPE OF WORK

1. **Overview:** The State has awarded funds to the Grantee for the implementation of a specific approved Meat Processing Infrastructure Program (MPIP) project ("Project") which shall increase capacity, efficiency, and/or value-added production as described in the Project application.
2. **Approval by Governor and Executive Council (G&C):** The Grant Award ("Award") for the Project is contingent upon approval by the G&C as described in section 7.3 of the MPIP RFP. The Grantee shall not be eligible to receive funds absent approval of the Award and Project by the G&C. The date of approval by G&C will be considered the 'Effective Date'.
3. **Conditional Nature of the Agreement:** Notwithstanding anything in this Agreement to the contrary, all obligations of the New Hampshire Department of Agriculture, Markets & Food (DAMF) 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 DAMF 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 DAMF 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.
4. **Nature of the Award:** The Award shall be administered through advance payments of 75% of the total Award with a maximum advance of \$100,000. Upon submission of monthly reporting and supporting documentation (receipts, invoices, proof of purchase) verifying expenditure of advance on equipment, supplies, and/or contractual services as described in the Grantee's MPIP application, including Budget ("Budget") as approved by the State of New Hampshire and incorporated herein by reference, and satisfaction of the 15% matching funds requirement as described in section 2.4 of the MPIP RFP, the Grantee may seek reimbursement for further costs incurred on eligible Project expenditures until the Award is fully expended. The Award amount is the maximum amount that can be disbursed for the Project.
5. **Allowed/Disallowed Expenditures:** Funds may be disbursed only for equipment, supplies, and/or contractual services as listed in the Project Budget or equivalent equipment, supplies, and/or contractual services as available. Any such substitutions deviating from the Budget must be approved by the Director of the Division of Agricultural Development prior to execution:

Funds may NOT be used for land purchases, owner or employee wages and benefits, construction or expansion of a restaurant or grocery store, or advertising and public relations costs as described in section 2.3.1 of the MPIP RFP.

Initials PC
Date 4/10/25
Exhibits Page 2 of 5

6. **Project Completion Deadline:** The Project shall be completed within 12 months of approval by Governor and Council. Grantee may apply for an extension as permitted up to September 30, 2024.
7. **Reporting:** The Grantee shall report monthly on the Project's status, including supporting documentation (receipts, invoices, proof of purchase) of all expenses related to the Project using grant funds and demonstration of Grantee spending towards 15% match requirement, using the form provided by the DAMF. DAMF may modify the reporting requirements, modify the reporting form, and/or request additional information at any time. At the conclusion of the Project, Grantee will submit a written final report to DAMF describing the project results and how funding through MPIP supported increased capacity, labor saving efficiencies, and/or encouraged value-added products.
8. **Compliance:** The Grantee must comply with all applicable State of New Hampshire and federal regulations and guidance, including any changes introduced by the U.S. Department of Treasury after execution of this agreement. The Grantee shall comply with all applicable state and local laws and rules in execution of the Project. DAMF shall conduct periodic audits to confirm compliance and verify reported expenses.
9. **Record Keeping:** Between the date of approval by Governor and Council and the date five (5) years after the completion date, the Grantee shall keep detailed accounts of all expenses and activities pertaining to the Project including all eligibility criteria in accordance with section 2 of the MPIP RFP. Such accounts shall be supported by all necessary documentation.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the DAMF, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the DAMF, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the DAMF, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, 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 Paragraph 1.3 of G1 Agreement.

10. **Personnel:** The Grant Officer, identified in Paragraph 1.9 of G1 agreement, shall be the representative of the DAMF 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.
11. **Grantee's Relation to DAMF:** In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CLSFRF, and are neither agents nor employees of the State or the DAMF. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind DAMF nor

Initials *RC*

Date *4/10/24*

Exhibits Page 3 of 5

are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

12. **Public Disclosure Notification:** The names and business addresses of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the DAMF website.

DAMF will assert that the other financial information submitted in support of this award by a Individual or private, non-governmental entity in an application or report is confidential financial information that is exempt from disclosure under RSA 91 -A:5,IV, unless ordered to disclose such information by a court of competent jurisdiction.

13. **Certification:** The Grantee certifies to the best of its knowledge and belief, that it and its principals:
- A) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - D) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

Initials: PC
Date: 4/2/19
Exhibits Page 4 of 5

EXHIBIT C
METHODS AND CONDITIONS OF PAYMENT

1. Payment Process

In order to receive payment of your grant, you must first be registered with the New Hampshire Department of Administrative Services (DAS) for a State of New Hampshire vendor number. If you already have a vendor number and supplied it to DAMF, initial payment will be made once we receive Governor and Council approval. If you do 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).

2. Method of Disbursement

Payment by the State shall be completed by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

The State shall disburse a maximum of \$200,000 for the purposes of performing the services described in Exhibit B.

Advance disbursements will be made in the amount of 75% of the Award with a maximum advance of \$100,000. Subsequent disbursements will be contingent on submission and verification of monthly reporting and supporting documents demonstrating the expenditure of grant funds on eligible project items and satisfaction of the 15% matching funds requirement as described in section 2.4 of the MPIP RFP and Exhibit B section 3.

3. Return of Funds

Grantee shall return all portions of the advance payment to DAMF that they are not able to substantiate or expend on eligible project items. Funds shall be returned within 90 days of the end of project completion deadline as defined in Exhibit B section 5.

Upon the occurrence of any event of default or breach of this agreement DAMF may take any one, or more, or all, of the following actions:

- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the CLSFRF, H.R. 1319, Section 9901; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both in accordance with provision 11 of the G1 Agreement.

Initials *PC*
Date *4/20/13*
Exhibits Page 5 of 5

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 GRANITE STATE PACKING, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on November 07, 2022. 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: 915776.

Certificate Number: 0006126786



IN TESTIMONY WHEREOF:

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of February, A.D., 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Arion Thiboumery, hereby certify that I am duly elected Secretary of
(Name)

Granite State Packing, Inc. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on March 28, 2023,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Peter Colman (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Granite State Packing, Inc. with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 3/28/2023

ATTEST: Arion Thiboumery

Dated 3/28/23
Peter Colman
Peter Colman

State of Vermont
Washington County
Arion Thiboumery,
Secretary

Peter Colman appeared before me in Barre.
Sarah Baker, Notary Public

Sarah Baker #157.0010296
Notary Public, State of Vermont
My Commission Expires January 31, 2028



GRANSTA-05

SQUINTIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2023

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 have ADDITIONAL INSURED provisions or 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).

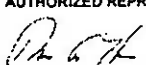
PRODUCER Marketplace Insurance Center Inc. 2 Market Pl. Ste. 5 Essex Junction, VT 05452	CONTACT NAME: PHONE (A/C, No, Ext): (802) 878-8156		FAX (A/C, No): (802) 878-4485	
	E-MAIL ADDRESS:			
INSURED Granite State Packing, Inc. 471 Sullivan St. Claremont, NH 03743	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A: AmTrust E&S Insurance Services Inc			
	INSURER B: Concord Group Insurance			
	INSURER C: Technology Insurance Company			
	INSURER D:			
	INSURER E:			

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 INSD	SUBR YWYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			AES1230704 01	1/3/2023	1/3/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20049586	1/4/2023	1/4/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	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	N/A	TWC4212395	1/3/2023	1/3/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER NH Dept. of Agriculture, Markets & Food 25 Capitol St. Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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New Hampshire
Department of Agriculture,
Markets & Food



Meat Processing Infrastructure Program
Application

Contact Information

Applicant information:

Point of contact: Peter Colman
Point of contact telephone: (802) 454-8360
Point of contact email: pete@granitestatepacking.coop
Organization/Business name: Granite State Packing Inc.
Organization/Business mailing address: 471 Sullivan St. Claremont, NH 03743
Organization/Business county: Sullivan
Organization/Business telephone: (802) 454-8360

Authorized representative (AR):

Person authorized to sign contracts on behalf of business/organization is same as point of contact above (if different from above please provide the following)

AR name:
AR title:
AR telephone:
AR email:

Project Summary

Grant request:

Project name: Rollstock Packaging Line at Granite State Packing Inc.
Total project cost: \$238,507
Matching funds (15%): \$38,507
Grant request (subtract matching funds from total project cost): \$200,000
Expected project start date: March 1, 2023
Expected project end date: May 30, 2023

Project description – Provide a brief description of your project outlining what you plan to purchase and why. How will your project support the goals of increased capacity, supporting labor saving

efficiencies, and/or encouraging value-added products in New Hampshire's meat and poultry processing industry?

Granite State Packing Inc. would like to utilize these funds to purchase a high-speed, rollstock packaging line (core machine & ancillary equipment) that will support projected throughput and product sales for customers. Rollstock packaging – the square-cut, formed-film, vacuum packaging – has become the industry standard for retail meat packaging. In order for NH to increase capacity on animal production and value added products, modern state-of-the-art equipment must be implemented in order to:

- provide farmers/customers with professional packaging that can compete with products from big meat companies, allowing them much greater access to most local and regional markets;
- increase throughput capacity;

- reduce labor constraints/expenses.

This project is part of a larger project. To start this business, Granite State Packing has raised over \$400,000 in equity and over \$1.1 million in financing to purchase the building and needed equipment. We are trying to do as much as we can with the resources we have – in the next section we describe a larger plan that will require more time and capital to carry out. With this funding and the equipment it will help purchase, Granite State Packing will be able to grow more quickly and offer the professional packaging that retailers have come to expect, significantly increasing the ability of NH farmers to succeed with their sales to retailers.

Organization/Business description – *Provide a brief description of your organization/business and its role in the meat or poultry processing industry in New Hampshire.*

Granite State Packing Inc. is a newly formed cooperative company that operates as a fee-for-service processor out of the old North Country Smokehouse facility in Claremont NH. Renovations to the space are currently in process. As a fee-for-service processor, Granite State Packing will *not* sell any meat; it will only process meat for member *and* non-member customers. Key staff and directors each have over 10 years of experience in the meat processing sector, including starting and running Vermont Packinghouse in Springfield, Vermont. Core services for the first 2 years will be:

- Cutting and packaging of pork from local whole hogs that will be slaughtered at Montshire Meats in North Haverhill (previous PT Farm);

- Value-added processing including sausage making, portion cutting, and grinding.

Initial processing volumes are 60-80 hogs/week. In year 3, the plan is to add a kill floor and meat smoking, making Granite State Packing a regional hub for hog slaughter and processing, growing in capacity to process 300+ hogs in a week over time. This plan will require significant additional funding, which we are already working on.

The business structure is a co-op with two membership classes, employees and key customers. Additionally, there provisions in the bylaws preventing the co-op from being sold, ensuring long-term

quality employment and processing to its members and other farmers for generations to come. With addition of the kill floor GSP will have the most kill and value added hog processing capacity in both NH and VT allowing local and regional farms to scale and ensure they have quality products to access broader markets.

Budget

All expenses described in this Budget Narrative must be associated with expenses that will be covered by the Meat Processing Infrastructure Program

Budget summary

Expense Category	Total
Equipment	\$236,507
Supplies	\$800
Contractual	\$1,200
Total project cost	\$238,507
Matching funds (15% of total project cost)	\$38,507
Total grant request	\$200,000

Equipment

Describe all equipment to be purchased

#	Item Description	Acquire When?	Cost
1	Rollstock Machine - Ulma TFS300	March-April 2023	\$132,500
2	2x Ink-jet Print Heads - Promach	March-April 2023	\$20,608
3	Metal Detector - Loma	March-April 2023	\$32,000
4	Product Labeler – Multivac L300	March-April 2023	\$37,989
5	Case Taper – Eagle T100	March-April 2023	\$4,030
6	Stainless Steel tables – HeatSeal	March-April 2023	\$2,000
7	Stainless Steel Floor Scale – CAS	March-April 2023	\$7,380

Equipment subtotal: \$236,507

Supplies

Describe all materials, supplies, and fabricated parts to be purchased

Item Description	Per-Unit Cost	# of Units	Acquire When?	Cost
Buck booster transformers for Rollstock Machine	\$400	2	March-April 2023	\$800

Supplies subtotal: \$800

Contractual

Describe all contractual costs for goods or services performed by an individual or business other than the applicant

#	Name/Business	Hourly or Flat Rate	Cost
1	Schnyer Electric	\$120/hr. x 10 hours	\$1,200
2			
3			
4			
5			
6			
7			

Contractual subtotal: \$1,200



LETTER OF SUPPORT for Granite State Packing Inc 1/5/2023

To whom it may concern:

Our meat processing facility located at 500 Benton Road in North Haverhill, NH, changed ownership in November 2022, going from PT Farm LLC to Montshire Packing LLC. We have many great things planned ahead for the future of our business, which includes partnering with Arion, Peter and Chad, founders of the cooperative Granite State Packing Inc.

Currently, our operation (Montshire Packing) slaughters and processes Beef and Pork. We plan to increase our kill production significantly, and transition away from processing pork at our facility.

With the goal of eliminating pork processing production here at Montshire, we plan to partner with Granite State Packing by handing off our pork production to them entirely. Such an arrangement will allow us to increase production on our kill floor, as well as beef processing production, exponentially.

Any support you can offer to them, would only benefit our partnership further

Thank you for your consideration,

Greg Marsh – General Manager – MontShire Packing LLC

January 3, 2022

Re: Letter of Support For Granite State Packing.

To Whom It May Concern,

My name is Chris Caserta. My family and I run Walpole Valley Farms in Walpole, NH. We have been raising a mix of livestock since 2006 in New Hampshire. One of the largest challenges we face is having access to slaughter and high quality value-added products for the pigs we raise. In order for us to grow our business, modern processing and packaging is needed in order for us to get into markets. There is currently a lack of these options in the area and what Granite State Packing has planned will increase opportunities for New Hampshire farms to increase market access and profitability. I would love to be able to use these services and I'm confident other New Hampshire farmers would too.

We hope that you will grant Granite State Packing's grant request.

Sincerely,



Chris Caserta
Walpole Valley Farms
Walpole, NH

New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

February 17, 2023

Via email only: pete@granitestatepacking.coop
Peter Colman, Granite State Packing Inc.
471 Sullivan Street
Claremont, NH

Meat Processing Infrastructure Program

Dear Authorized Official:

We are pleased to inform you that your application for funding under the Meat Processing Infrastructure Program grant has been selected for an award.

Rollstock Packaging Line at Granite State Packing Inc. (MPIP23-207) has been awarded grant funding up to \$200,000.

Please note that while you have been awarded a grant, several conditions must be met before your award is finalized and you can begin your project. **Please review the following terms carefully:**

- As the authorized official for this project, you must acknowledge receipt of this award letter and the funding requirements outlined below. Please return a fully executed copy of this letter to the grant administrator, Josh Marshall, at Joshua.k.marshall@agr.nh.gov with your project name and grant number referenced in the subject line by **4:00 PM on February 24th, 2023**.
- Your project is not eligible to begin until you receive a "Notice to Proceed" from NH DAMF.
- You must include your newly assigned grant number, **MPIP23-207**, on all correspondence with NH DAMF and/or your grant administrator.
- This grant award is contingent upon execution of a grant agreement between the grantee and NH DAMF, including all appropriate terms and conditions required to receive MPIP funding through the American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF). You will be required to provide a certificate of good standing from the New Hampshire Secretary of State (individuals contracting in their own name do not need a CGS), a certificate of insurance from your carrier demonstrating sufficient general liability (\$1,000,000 per occurrence and \$2,000,000 aggregate) and workers compensation coverage, and a certificate of authority that establishes that the signatory has the authority to bind your organization (individuals contracting in their own name do not need a CVA). We urge you to begin compiling these forms to avoid delay in receipt of your award.
- The grant agreements must then be submitted for approval to the Executive Council. We plan to present all grants to the Council at their April 12th, 2023,

meeting. This means that DAMF must receive the signed agreements and all of the aforementioned certificates by 4:00 PM on March 24th, 2023, for your program to be eligible for funding.

Please reach out to NH DAMF with any questions at (603) 271-3688. We look forward to the impact that your project will make on the meat processing industry in New Hampshire.



Shawn N. Jasper
Commissioner

Acknowledgement of Receipt and Award Acceptance:

I accept the award offer on behalf of Project

I decline the award offer on behalf of Project

Signature:

I am the Authorized Official for the above-referenced project:

(project name) Granite State Paching RollStark Paching Line
(grant #) MP/P 23-207 and acknowledge the requirements of the NH DAMF award as identified above.

Granite State Paching Co-op
Organization/Business Name


Signature of Authorized Official



2/18/23
Date Signed

Peter Colman
Printed Name of Authorized Official

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 P.O. Box 2042, Concord, NH 03302	
1.3. Grantee Name Joyce Brady		1.4. Grantee Address 98 US Route 3, Columbia, NH 03590	
1.5. Grantee Phone # 603-922-3500	1.6. Account Number 26900000-502627	1.7. Completion Date May 3, 2024	1.8. Grant Limitation \$ 51,876.45
1.9. Grant Officer for State Agency Joshua K. Marshall		1.10. State Agency Telephone Number 603-271-3788	
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 Joyce Brady, Sole Proprietor	
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: <i>Isi Stacie M. Masser</i> Assistant Attorney General, On: 04/21/2023			
1.16. Approval by Governor and Council (if applicable) By: _____ On: 7 / 1			

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").

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 to 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 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 these 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 of default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials: *MB*
 Date: *4/21/23*

- 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, to 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 intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A
SPECIAL PROVISIONS

1. Modifications

The conditions of the G-1 Grant Agreement are modified as follows:

a. **7. Records and Accounts and 9. Data: Retention of Data; Access**

The Grantee's obligation to provide access to the State shall also extend to the U.S. Department of Treasury and the Office of Management and Budget.

2. Additional Provisions

Scope of Allowable Use of Funds

In exchange for grant funds from the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901 on March 11, 2021, provided by the United States Department of Treasury, CFDA number 21.027 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "GOFERR"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 1319, Section 9901 for which Grantee has not received payment or reimbursement from any other source, defined as: Addressing the severe capacity limitations facing small and midsize livestock producers to ensure they have places to process their products to remain in business through increasing capacity, labor saving efficiency, and value added products in New Hampshire's meat and poultry processing industries. The Federal Award Identification Number (FAIN) for this award is SLFRP0145.

Initials *AB*
Date *4/18/23*
Exhibits Page 1 of 5

EXHIBIT B
SCOPE OF WORK

1. **Overview:** The State has awarded funds to the Grantee for the implementation of a specific approved Meat Processing Infrastructure Program (MPIP) project ("Project") which shall increase capacity, efficiency, and/or value-added production as described in the Project application.
2. **Approval by Governor and Executive Council (G&C):** The Grant Award ("Award") for the Project is contingent upon approval by the G&C as described in section 7.3 of the MPIP RFP. The Grantee shall not be eligible to receive funds absent approval of the Award and Project by the G&C. The date of approval by G&C will be considered the 'Effective Date'.
3. **Conditional Nature of the Agreement:** Notwithstanding anything in this Agreement to the contrary, all obligations of the New Hampshire Department of Agriculture, Markets & Food (DAMF) 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 DAMF 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 DAMF 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.
4. **Nature of the Award:** The Award shall be administered through advance payments of 75% of the total Award with a maximum advance of \$100,000. Upon submission of monthly reporting and supporting documentation (receipts, invoices, proof of purchase) verifying expenditure of advance on equipment, supplies, and/or contractual services as described in the Grantee's MPIP application, including Budget ("Budget") as approved by the State of New Hampshire and incorporated herein by reference, and satisfaction of the 15% matching funds requirement as described in section 2.4 of the MPIP RFP, the Grantee may seek reimbursement for further costs incurred on eligible Project expenditures until the Award is fully expended. The Award amount is the maximum amount that can be disbursed for the Project.
5. **Allowed/Disallowed Expenditures:** Funds may be disbursed only for equipment, supplies, and/or contractual services as listed in the Project Budget or equivalent equipment, supplies, and/or contractual services as available. Any such substitutions deviating from the Budget must be approved by the Director of the Division of Agricultural Development prior to execution.

Funds may NOT be used for land purchases, owner or employee wages and benefits, construction or expansion of a restaurant or grocery store, or advertising and public relations costs as described in section 2.3.1 of the MPIP RFP.

Initials *JK*

Date *4/10/23*

Exhibits Page 2 of 5

6. **Project Completion Deadline:** The Project shall be completed within 12 months of approval by Governor and Council. Grantee may apply for an extension as permitted up to September 30, 2024.
7. **Reporting:** The Grantee shall report monthly on the Project's status, including supporting documentation (receipts, invoices, proof of purchase) of all expenses related to the Project using grant funds and demonstration of Grantee spending towards 15% match requirement, using the form provided by the DAMF. DAMF may modify the reporting requirements, modify the reporting form, and/or request additional information at any time. At the conclusion of the Project, Grantee will submit a written final report to DAMF describing the project results and how funding through MPIP supported increased capacity, labor saving efficiencies, and/or encouraged value-added products.
8. **Compliance:** The Grantee must comply with all applicable State of New Hampshire and federal regulations and guidance, including any changes introduced by the U.S. Department of Treasury after execution of this agreement. The Grantee shall comply with all applicable state and local laws and rules in execution of the Project. DAMF shall conduct periodic audits to confirm compliance and verify reported expenses.
9. **Record Keeping:** Between the date of approval by Governor and Council and the date five (5) years after the completion date, the Grantee shall keep detailed accounts of all expenses and activities pertaining to the Project including all eligibility criteria in accordance with section 2 of the MPIP RFP. Such accounts shall be supported by all necessary documentation.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the DAMF, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the DAMF, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the DAMF, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, 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 Paragraph 1.3 of G1 Agreement.

10. **Personnel:** The Grant Officer, identified in Paragraph 1.9 of G1 agreement, shall be the representative of the DAMF 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.
11. **Grantee's Relation to DAMF:** In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CLSRF, and are neither agents nor employees of the State or the DAMF. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind DAMF nor

Initials: *AP*
Date: 7/4/23
Exhibits Page 3 of 5

are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees:

- 12. Public Disclosure Notification:** The names and business addresses of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the DAMF website.

DAMF will assert that the other financial information submitted in support of this award by a individual or private, non-governmental entity in an application or report is confidential financial information that is exempt from disclosure under RSA 91-A:5, IV, unless ordered to disclose such information by a court of competent jurisdiction.

- 13. Certification:** The Grantee certifies to the best of its knowledge and belief, that it and its principals:
- A) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

Initials *AK*

Date *4/19/23*

Exhibits Page 4 of 5

EXHIBIT C
METHODS AND CONDITIONS OF PAYMENT

1. Payment Process

In order to receive payment of your grant, you must first be registered with the New Hampshire Department of Administrative Services (DAS) for a State of New Hampshire vendor number. If you already have a vendor number and supplied it to DAMF, initial payment will be made once we receive Governor and Council approval. If you do not already have a vendor number, registration is available at: [https://apps.das.nh.gov/vendorregistration/\(S\(rnkbxvllloscaesvq11n3np2\)\)/welcome.aspx](https://apps.das.nh.gov/vendorregistration/(S(rnkbxvllloscaesvq11n3np2))/welcome.aspx).

2. Method of Disbursement

Payment by the State shall be completed by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

The State shall disburse a maximum of \$51,876.45 for the purposes of performing the services described in Exhibit B.

Advance disbursements will be made in the amount of 75% of the Award with a maximum advance of \$100,000. Subsequent disbursements will be contingent on submission and verification of monthly reporting and supporting documents demonstrating the expenditure of grant funds on eligible project items and satisfaction of the 15% matching funds requirement as described in section 2.4 of the MPIP RFP and Exhibit B section 3.

3. Return of Funds

Grantee shall return all portions of the advance payment to DAMF that they are not able to substantiate or expend on eligible project items. Funds shall be returned within 90 days of the end of project completion deadline as defined in Exhibit B section 5.

Upon the occurrence of any event of default or breach of this agreement DAMF may take any one, or more, or all, of the following actions:

- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State; any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the CLSFRF, H.R. 1319, Section 9901; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both in accordance with provision 11 of the G1 Agreement.

Initials JB
Date 4/19/23
Exhibits Page 5 of 5

4/25/2023

I, Joyce Brady, have full authority as sole proprietor to enter into grant agreements and sign all associated grant documentation for the Meat Processing Infrastructure Program.

As a sole proprietor I am also not required to file an annual report with the secretary of state.

Joyce Brady

MPIP23-208

A handwritten signature in black ink, appearing to read "Joyce Brady", written in a cursive style.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY):
03/22/2023

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 have ADDITIONAL INSURED provisions or 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 SALLY GAYNOR-KNECHT 159 MAIN STREET LANCASTER, NH 03584		CONTACT NAME: PHONE (Inc. No. Ext): 603-788-3544 FAX (Inc. No.): 603-788-3023 EMAIL ADDRESS: STAN@GAYNOR-KNECHT.COM	
INSURED: CHRISTOPHER & JOYCE BRADY CJEJ FARM 98 US ROUTE 3 NORTH STRATFORD, NH 03590		INSURER(S) AFFORDING COVERAGE	
		INSURER A: FARM FAMILY CASUALTY INS. CO.	
		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	ADD. SUBR. (IND. Y/N)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> FARM LIABILITY GEN. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. SECT <input type="checkbox"/> LOC. OTHER:		2804G1581	05/10/2022	05/10/2023	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence): \$ MED EXP. (Any one person): \$ 5,000 PERSONAL & ADV INJURY: \$ 1,000,000 GENERAL AGGREGATE: \$ 1,000,000 PRODUCTS - COMP/OP. AGG.: \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident): \$ BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$ \$
	UMBRELLA LIAB. <input type="checkbox"/> OCCUR EXCESS LIAB. <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$					EACH OCCURRENCE: \$ AGGREGATE: \$ \$
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	2801W0924	11/19/2022	11/19/2023	PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT: \$ 500,000 E.L. DISEASE - EA EMPLOYEE: \$ 500,000 E.L. DISEASE - POLICY LIMIT: \$ 500,000

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

FARM LIABILITY:

INSURED WILL BE HIRING A LICENSED ELECTRICIAN TO DO ELECTRICAL WORK. USING GRANT FUNDS TO PURCHASE GATES/PENS FOR HOLDING ANIMALS. WILL BE PURCHASING CATTLE CHUTE. NEW MEAT SAW TO SPLIT DRESSED MEAT INTO HALVES. NEW SAUSAGE MIXER AND LARGE MEAT GRINDER THAT WILL NEED A 3 PHASE CONVERTER TO BE INSTALLED. ALSO WILL BE PURCHASING AND INSTALLING MEAT TRACKS, RAILS AND BEAMS TO CONVEY FRESHLY DRESSED MEAT TO THE COOLERS.

CERTIFICATE HOLDER NH:DEPT. OF AGRICULTURE, MARKETS & FOOD 25 CAPITAL STREET CONCORD, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
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New Hampshire
Department of Agriculture,
Markets & Food



**Meat Processing Infrastructure Program
Application**

Contact Information

Applicant Information:

Point of contact: Joyce Brady

Point of contact telephone: 603-922-3500

Point of contact email: CJEFarm@yahoo.com

Organization/Business name: CJEFarm, The MeatHouse

Organization/Business mailing address: 98 US Route 3, Columbia, NH 03590

Organization/Business county: Coos

Organization/Business telephone: 603-922-3500

Authorized representative (AR):

Person authorized to sign contracts on behalf of business/organization is same as point of contact above (if different from above please provide the following)

AR name:

AR title:

AR telephone:

AR email:

Project Summary

Grant request:

Project name: The MeatHouse Improved Efficiency Project

Total project cost: 61,031.12

Matching funds: (15%): 9,154.67

Grant request (subtract matching funds from total project cost): 51,876.45

Expected project start date: 2/20/23

Expected project end date: 9/29/23

-Project description – Provide a brief description of your project outlining what you plan to purchase and why. How will your project support the goals of increased capacity, supporting labor saving efficiencies, and/or encouraging value-added products in New Hampshire's meat and poultry processing industry?

CJEI Farm, The MeatHouse is excited about the opportunity of improving and expanding on the efficiency and safety of our business through our project proposal. The main inspiration of our proposal comes from the increase of customers wanting custom butchering services for their livestock. Ever since COVID-19 started in 2020, The MeatHouse has seen a drastic increase in our meat sales, custom butchering, and our value-added products (such as link sausage and chicken pot pies). We are at the point where we have been turning away business because we cannot keep up with the previously stated consumer demands. With a labor shortage also effecting our productivity, we plan to purchase equipment that will increase our efficiency. Our project is divided in to two areas of improvement; safety in the slaughtering area, and increased efficiency in the processing room.

Increased Efficiency in the Processing Room:

-The MeatHouse plans on purchasing the Dx2000 Dedicated Bacon Slicer, which is designed and sold by the DX Industrial Slicer Company in Illinois, as a compact automatic commercial slicer. This slicer will save not only our time, it will also increase our capacity to be able to slice bacon slabs for more customers. With this efficient bacon slicer, a slab of bacon will take 30 seconds as opposed to 20 minutes on a manual slicer.

-A 3 phase power converter and transformer will be the equipment needed to be able to have 3 phase power available at The MeatHouse. Our location doesn't offer 3 phase at the electric pole, so we are not able to upgrade that way. With the 3 phase power, we will be able to use our "new" meat grinder, which is much larger than the grinder we currently have. This will help us do larger batches of ground beef, pork and sausage. The 3 phase will also allow us to upgrade other equipment, as needed, as our business grows. We will need to hire an electrician to install the power equipment safely and properly.

-A new hybrid electric or manual sausage stuffer, sausage mixer, and a work table will greatly increase our production of our value-added link sausage. We currently offer 4 different link sausage flavors through the store, but would like to increase our selection along with being able to offer links to our custom customers. Adding on this stuffer would make it possible for 1 person to make link sausage, whereas currently, we need 2 people. Mixing the seasonings in to the sausage before stuffing is also a task that has been taking up valuable time. This mixer would allow us to mix in 50 pound batches, saving a lot of time and effort. A work table is also needed to make our link sausage. We currently only have one work table, so we have to choose whether we are either making sausage

or cutting meat for the day. Having two work stations would mean one person could make link sausage, while the other continues to cut meat.

Safer Handling / Slaughtering Equipment:

-Another planned purchase is a heavy duty well-saw to halve beef and pork carcasses. We currently have to use the same well-saw to split beef while butchering and also use it to break down the aged carcasses in the butcher shop. The well-saw will be purchased from our current supplier, Pioneer Butchering Supply, and is a 16" Heavy Duty Jarvis 444. It is also required to purchase a balancer for the well saw.

-A knife sharpening machine is also on the list of things to get. This machine will allow all employees of The MeatHouse to properly sharpen their knives, without having to hone in the skill of using a steel to sharpen correctly. This will insure that knives will be at their sharpest at all times, which will lessen the strain on the body while skinning or butchering.

-Cattle & Small Livestock Holding Pens are also needed to make the slaughtering process safer and more bio-secure. Currently, we have customers drop off their livestock & cattle and hold them in our trailer. We don't have enough space in the trailer to properly separate and handle the animals individually. This is also a bio-security issue because it isn't possible to properly clean and sanitize the trailer completely in between different groups. The way to solve this problem is to have two 12' x 12' cattle holding pens with a walk through gate. We would also need smaller livestock holding pens that are designed to be rugged enough to keep hogs in them. We would be able to separate groups easier and also clean and sanitize the pens. Tarter sells equipment like this and we would be ordering from them. It is also worth mentioning that the cattle pens would need to be lined with ply-wood. When animals that aren't use to traling get to their destination, they tend to be a little stressed and nervous. If the pens are lined with ply-wood, it would help them adjust to their new surroundings and not try to break through the panels. We will order Tarter Rough Stock Panels and Expo Hog & Sheep Panels as well as the proper gates to use an alley way to sort the cattle and livestock.

-To add to our safe cattle and livestock handling system, we need a safer way to contain an animal when dispatching. To do this we will add a heavy duty squeeze chute to the end of the alley from the holding pens mentioned previously. This chute has the ability to open from either side, which is pertinent for handling after dispatching. The chute can also be re-sized to contain a hog as well as a cow with just the pull of a lever, hence the name "squeeze" chute. This chute is sold by Pearson Livestock Equipment.

-A hoist is also needed to improve our slaughtering safety, cleanliness and efficiency. A hoist on the slaughter floor would make it more efficient so we wouldn't need to rely on a tractor to lift carcasses. It would also make it safer so tractor fumes weren't being inhaled by the butchering crew. Carcass cleanliness would be improved by not having to use a tractor bucket (which certainly has many other uses) to chain to.

The MeatHouse's project will support the all of the goals for the MPIP grant. Increased capacity is supported by adding every one of the products listed previously. All of this equipment is larger and can help us process cattle and livestock faster, which in turn will allow us to increase the amount of custom butchering we do. Our project will also increase labor efficiency, therefore gain productivity in all aspects of The MeatHouse. The tools we plan on purchasing will also help to make the overall job of meat processing more manageable. Our project will encourage value-added products in NH's meat and poultry processing industry by allowing us to increase the variety of our current value-added product line. We currently sell items like chicken pot pies, link sausage, chicken broth and turkey sausage; all of which take extra time to process. When we are able to complete this project and become more efficient, we already have ideas of how to expand our product line. We would like to make quiches (using our own eggs, ham, sausage, bacon etc.), meat pies, bratwurst, and lamb / chevon (goat) sausage, just to name a few. With the equipment from this program, we would also like to offer value-added products for our custom butchering customers to choose from. Our cut sheet offers only ground sausage now, but with more efficient equipment we would increase our capacity to offer flavored link sausage too. Another value added service we want to offer is coordinating with other local small meat processors to slice their slabs of bacon and therefore adding capacity to our local infrastructure.

Organization/Business description – *Provide a brief description of your organization/business and its role in the meat or poultry processing industry in New Hampshire.*

CJE Farm is a diversified livestock farm that was established in 2000, which also included custom meat processing. In 2015 we built The MeatHouse which is a state approved processing facility. This facility allows us to cut and sell individual cuts of meat that have been USDA slaughtered. This addition was important to our area because not everyone is capable or wants to raise their own animals to be processed for their consumption. We have also just become a USDA custom exempt facility. COVID-19 changed the need for what we do, immensely. We used to process about 50 pigs and 20 beef a year as custom and 12 pigs and 10 beef to sell as individual cuts. We are now processing 100 pigs during September and October and about 40 beef from November to March, for the custom market. The MeatHouse storefront now sells about 15 pigs and 20 beef a year as individual cuts. Our service area for custom processing covers all of Coos County with some customers driving up from Carroll, Belknap, and Grafton County. This year is the first year we have had to tell people that we are not taking new customers at this time, due to a lack of labor and time. We are at a point where the needs of the many out weight the ability of the few.

Budget

All expenses described in this Budget Narrative must be associated with expenses that will be covered by the Meat Processing Infrastructure Program

Budget summary

Expense Category	Total
Equipment	57,079.80
Supplies	1,768.82
Contractual	1,920.00
Total project cost	61,031.12
Matching funds (15% of total project cost)	9,154.67
Total grant request	51,876.45

Equipment

Describe all equipment to be purchased

#	Item Description	Acquire When?	Cost
1	Jarvis Heavy Duty Wellsaw 444 – Pioneer Butcher Supply	2/20/23	2400.00
2	Wellsaw Balancer – Pioneer Butcher Supply	2/20/23	380.00
3	30lb Electric/Manual Sausage Stuffer – Waltons	2/20/23	999.99
4	F. Dick – RS-150 Duo-Knife Sharpening Machine – Davison's Butcher Supply	2/20/23	971.43
5	Wood Top Work Table – Webstaurant Store	2/20/23	1030.98
6	Valley Tilting Meat Mixer – Sausage Maker	2/20/23	324.21

7	DX 200 Dedicated Bacon Slicer – DX Industries	2/20/23	18750.00
8	Dual Speed Hoist – L.K. Goodwin Co.	4/10/23	1354.47
9	3 Phase Transformer and Rotary Phase Converter – Larson Electronics	4/10/23	3616.29
10	10 Tarter "Rough Stock Panels" 14 Tarter "Hog & Sheep Expo Panels"	6/20/23	18852.43
11	Original Squeeze Chute with Slider & Headgate upgrade	4/10/23	8400.00

Equipment subtotal: 57,079.80

Supplies

Describe all materials, supplies, and fabricated parts to be purchased

Item Description	Per-Unit Cost	# of Units	Acquire When?	Cost
Electrical Materials Quote from JK Electric.	-	-	4/10/23	800.00
4x8 3/4" Plywood – Home Depot	48.37	16	4/10/23	773.92
100ct. 2" Pipe Hangers - Amazon	19.49	10	4/10/23	194.90

Supplies subtotal: 1768.82

Contractual

Describe all contractual costs for goods or services performed by an individual or business other than the applicant:

#	Name/Business	Hourly or Flat Rate	Cost
1	John Kilbourn / JK Electric Installing the 3 phase power converter and transformer	80.00 / hour	1920.00
2			

Contractual subtotal: 1920.00

New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

February 17, 2023

Via email only: cjefarm@yahoo.com
Joyce Brady, CJEJ Farm, The MeatHouse
98 US Route 3
Columbia, NH

Meat Processing Infrastructure Program

Dear Authorized Official:

We are pleased to inform you that your application for funding under the Meat Processing Infrastructure Program grant has been selected for an award.

The MeatHouse Improved Efficiency Project (MPIP23-208) has been awarded grant funding up to \$51,876.45.

Please note that while you have been awarded a grant, several conditions must be met before your award is finalized and you can begin your project. **Please review the following terms carefully:**

- As the authorized official for this project, you must acknowledge receipt of this award letter and the funding requirements outlined below. Please return a fully executed copy of this letter to the grant administrator, Josh Marshall, at Joshua.k.marshall@agr.nh.gov with your project name and grant number referenced in the subject line by **4:00 PM on February 24th, 2023**.
- Your project is not eligible to begin until you receive a "Notice to Proceed" from NH DAMF.
- You must include your newly assigned grant number, **MPIP23-208**, on all correspondence with NH DAMF and/or your grant administrator.
- This grant award is contingent upon execution of a grant agreement between the grantee and NH DAMF, including all appropriate terms and conditions required to receive MPIP funding through the American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF). You will be required to provide a certificate of good standing from the New Hampshire Secretary of State (individuals contracting in their own name do not need a CGS), a certificate of insurance from your carrier demonstrating sufficient general liability (\$1,000,000 per occurrence and \$2,000,000 aggregate) and workers compensation coverage, and a certificate of authority that establishes that the signatory has the authority to bind your organization (individuals contracting in their own name do not need a CVA). We urge you to begin compiling these forms to avoid delay in receipt of your award.
- The grant agreements must then be submitted for approval to the Executive Council. We plan to present all grants to the Council at their April 12th, 2023.

meeting. This means that DAMF must receive the signed agreements and all of the aforementioned certificates by 4:00 PM on March 24th, 2023, for your program to be eligible for funding.

Please reach out to NH DAMF with any questions at (603) 271-3688. We look forward to the impact that your project will make on the meat processing industry in New Hampshire.



Shawn N. Jasper
Commissioner

Acknowledgement of Receipt and Award Acceptance:

I accept the award offer on behalf of Project:

I decline the award offer on behalf of Project:

Signature:

I am the Authorized Official for the above-referenced project:

(project name) MeatHouse

(grant #) MPER 23-208 and acknowledge the requirements of the NH DAMF award as identified above.

Christ Joyce Brady NH Vendor #151719
Organization/Business Name:

Joyce Brady
Signature of Authorized Official

2/17/23
Date Signed

Joyce Brady
Printed Name of Authorized Official

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 P.O. Box 2042, Concord, NH 03302	
1.3. Grantee Name Lcanne Miner		1.4. Grantee Address 63 South Rd, Fremont, NH 03044	
1.5. Grantee Phone # 603-777-2438	1.6. Account Number 26900000-502627	1.7. Completion Date May 3, 2024	1.8. Grant Limitation \$ 17,765
1.9. Grant Officer for State Agency Joshua K. Marshall		1.10. State Agency Telephone Number 603-271-3788	
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 <i>Lcanne Miner, DBA Flying K Farm</i>		1.12. Name & Title of Grantee Signor 1 Lcanne Miner, Sole Proprietor	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) <i>Shawn N. Jasper</i>		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: <i>/s/ Stacie M. Maaser</i> Assistant Attorney General, On: 04/21/2023			
1.16. Approval by Governor and Council (if applicable) By: _____ On: <i>1/1</i>			

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").

3: **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4: **EFFECTIVE DATE/COMPLETION OF PROJECT.**

4.1: This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2: [Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").]

5: **GRANT AMOUNT LIMITATION ON AMOUNT VOUCHERS/PAYMENT.**

5.1: The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2: The manner of, and schedule of, payment shall be as set forth in EXHIBIT C.

5.3: In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-e.

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, payroll, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or 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, distribute, disseminate, 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 of 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 "Event of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2: Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12: **TERMINATION.**

12.1: In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2: In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall enable the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3: In the event of Termination under 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 of default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13: **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials *ES*
Date *3/23/23*

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, re-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 in 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 renewals of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party 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 favors 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.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials 
 Date 3/23/23

EXHIBIT A
SPECIAL PROVISIONS

1. Modifications

The conditions of the G-1 Grant Agreement are modified as follows:

a. 7. Records and Accounts and 9. Data; Retention of Data; Access

The Grantee's obligation to provide access to the State shall also extend to the U.S. Department of Treasury and the Office of Management and Budget.

2. Additional Provisions

Scope of Allowable Use of Funds

In exchange for grant funds from the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901 on March 11, 2021, provided by the United States Department of Treasury, CFDA number 21.027 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "GOFERR"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 1319, Section 9901 for which Grantee has not received payment or reimbursement from any other source, defined as: Addressing the severe capacity limitations facing small and midsize livestock producers to ensure they have places to process their products to remain in business through increasing capacity, labor saving efficiency, and value added products in New Hampshire's meat and poultry processing industries. The Federal Award Identification Number (FAIN) for this award is SLFRP0145.

Initials 


Date 4-20-23

Exhibits Page 1 of 5

EXHIBIT B
SCOPE OF WORK

1. **Overview:** The State has awarded funds to the Grantee for the implementation of a specific approved Meat Processing Infrastructure Program (MPIP) project ("Project") which shall increase capacity, efficiency, and/or value-added production as described in the Project application.
2. **Approval by Governor and Executive Council (G&C):** The Grant Award ("Award") for the Project is contingent upon approval by the G&C as described in section 7.3 of the MPIP RFP. The Grantee shall not be eligible to receive funds absent approval of the Award and Project by the G&C. The date of approval by G&C will be considered the 'Effective Date'.
3. **Conditional Nature of the Agreement:** Notwithstanding anything in this Agreement to the contrary, all obligations of the New Hampshire Department of Agriculture, Markets & Food (DAMF) 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 DAMF 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 DAMF 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.
4. **Nature of the Award:** The Award shall be administered through advance payments of 75% of the total Award with a maximum advance of \$100,000. Upon submission of monthly reporting and supporting documentation (receipts, invoices, proof of purchase) verifying expenditure of advance on equipment, supplies, and/or contractual services as described in the Grantee's MPIP application, including Budget ("Budget") as approved by the State of New Hampshire and incorporated herein by reference, and satisfaction of the 15% matching funds requirement as described in section 2.4 of the MPIP RFP, the Grantee may seek reimbursement for further costs incurred on eligible Project expenditures until the Award is fully expended. The Award amount is the maximum amount that can be disbursed for the Project.
5. **Allowed/Disallowed Expenditures:** Funds may be disbursed only for equipment, supplies, and/or contractual services as listed in the Project Budget or equivalent equipment, supplies, and/or contractual services as available. Any such substitutions deviating from the Budget must be approved by the Director of the Division of Agricultural Development prior to execution.


Funds may NOT be used for land purchases, owner or employee wages and benefits, construction or expansion of a restaurant or grocery store, or advertising and public relations costs as described in section 2.3.1 of the MPIP RFP.

Initials 
Date 4-20-23
Exhibits Page 2 of 5

6. **Project Completion Deadline:** The Project shall be completed within 12 months of approval by Governor and Council. Grantee may apply for an extension as permitted up to September 30, 2024.
7. **Reporting:** The Grantee shall report monthly on the Project's status, including supporting documentation (receipts, invoices, proof of purchase) of all expenses related to the Project using grant funds and demonstration of Grantee spending towards 15% match requirement, using the form provided by the DAMF. DAMF may modify the reporting requirements, modify the reporting form, and/or request additional information at any time. At the conclusion of the Project, Grantee will submit a written final report to DAMF describing the project results and how funding through MPIP supported increased capacity, labor saving efficiencies, and/or encouraged value-added products.
8. **Compliance:** The Grantee must comply with all applicable State of New Hampshire and federal regulations and guidance, including any changes introduced by the U.S. Department of Treasury after execution of this agreement. The Grantee shall comply with all applicable state and local laws and rules in execution of the Project. DAMF shall conduct periodic audits to confirm compliance and verify reported expenses.
9. **Record Keeping:** Between the date of approval by Governor and Council and the date five (5) years after the completion date, the Grantee shall keep detailed accounts of all expenses and activities pertaining to the Project including all eligibility criteria in accordance with section 2 of the MPIP RFP. Such accounts shall be supported by all necessary documentation.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the DAMF, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the DAMF, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the DAMF, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel data, 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 Paragraph 1.3 of G1 Agreement.

10. **Personnel:** The Grant Officer, identified in Paragraph 1.9 of G1 agreement, shall be the representative of the DAMF 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.
11. **Grantee's Relation to DAMF:** In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CLSFRF, and are neither agents nor employees of the State or the DAMF. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind DAMF nor

Initials 
Date 4-20-23

are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

12. **Public Disclosure Notification:** The names and business addresses of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the DAMF website.

DAMF will assert that the other financial information submitted in support of this award by a individual or private, non-governmental entity in an application or report is confidential financial information that is exempt from disclosure under RSA 91-A:5, IV, unless ordered to disclose such information by a court of competent jurisdiction.

13. **Certification:** The Grantee certifies to the best of its knowledge and belief, that it and its principals:
- A) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - D) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.


Initials 
Date 4-20-23

EXHIBIT C
METHODS AND CONDITIONS OF PAYMENT

1. Payment Process:

In order to receive payment of your grant, you must first be registered with the New Hampshire Department of Administrative Services (DAS) for a State of New Hampshire vendor number. If you already have a vendor number and supplied it to DAMF, initial payment will be made once we receive Governor and Council approval. If you do 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).

2. Method of Disbursement

Payment by the State shall be completed by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

The State shall disburse a maximum of \$17,765 for the purposes of performing the services described in Exhibit B.

Advance disbursements will be made in the amount of 75% of the Award with a maximum advance of \$100,000. Subsequent disbursements will be contingent on submission and verification of monthly reporting and supporting documents demonstrating the expenditure of grant funds on eligible project items and satisfaction of the 15% matching funds requirement as described in section 2.4 of the MPIP RFP and Exhibit B section 3.

3. Return of Funds

Grantee shall return all portions of the advance payment to DAMF that they are not able to substantiate or expend on eligible project items. Funds shall be returned within 90 days of the end of project completion deadline as defined in Exhibit B section 5.

Upon the occurrence of any event of default or breach of this agreement DAMF may take any one, or more, or all, of the following actions:

- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the CLSFRF, H.R. 1319, Section 9901; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both in accordance with provision 11 of the G1 Agreement.

Initials 

Date 4-20-23

Exhibits Page 5 of 5

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 FLYING M FARM LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 04, 2018. 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: 794243

Certificate Number: 0006076446



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of January A.D. 2023.

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

David M. Scanlan
Secretary of State

Certificate of Authority # 5

(Sole Proprietor)

Sole Proprietor Certification of Authority

Leanne Mink, DBA Flying M Farm LLC

(Name)

hereby certify that I am the Sole Proprietor

of Flying M Farm LLC

(Name of Business)

which is a tradename registered with the Secretary of State

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: 4-20-23

ATTEST:

Leanne Mink

(Name & Title)

Leanne Mink, DBA Flying M Farm LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2023

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: Kyle Baylis American National 1 Fisher Ave Boscaawen NH 03303		CONTACT NAME: Kyle Baylis PHONE (AC No. Ext): 603-450-2401 FAX (AC No.): E-MAIL: ADDRESS: Kyle.Baylis@american-national.com PRODUCER CUSTOMER ID #:	
INSURED: Leanne Miner DBA Flying M Farm 63 South Rd Fremont NH 03044		INSURER(S) AFFORDING COVERAGE: INSURER A: Farm Family Casualty Insurance Company NAIC # 13803 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES: _____ **CERTIFICATE NUMBER:** _____ **REVISION NUMBER:** _____

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WORD	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 type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SFP		2801G2811	01/29/2023	01/29/2024	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$1,000,000 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 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident): \$ BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$ \$ \$
	UMBRELLA LIAB: <input type="checkbox"/> OCCUR EXCESS LIAB: <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE: \$ RETENTION: \$					EACH OCCURRENCE: \$ AGGREGATE: \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes: describe under SPECIAL PROVISIONS below	N/A				WC STATUTORY LIMITS: \$ OTHER: \$ E.L. EACH ACCIDENT: \$ 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)

CERTIFICATE HOLDER: NH Department of Agriculture, Markets & Food 25 Capitol Street PO Box 2042 Concord, NH 03303	CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
---	---

New Hampshire
Department of Agriculture,
Markets & Food



Meat Processing Infrastructure Program
Application

Contact Information

Applicant information:

Point of contact: Leanne Miner
Point of contact telephone: 603-777-2438
Point of contact email: flyingmfarm@comcast.net
Organization/Business name: Flying M Farm, LLC
Organization/Business mailing address: 63 South Road, Fremont NH 03044
Organization/Business county: Rockingham
Organization/Business telephone: 603-777-2438

Authorized representative (AR):

Person authorized to sign contracts on behalf of business/organization is same as point of contact above (if different from above please provide the following)

AR name: _____
AR title: _____
AR telephone: _____
AR email: _____

Project Summary

Grant request:

Project name: Flying M - Poultry and Small Livestock Custom Exempt
Total project cost: \$20,900
Matching funds (15%): \$3,135
Grant request (subtract matching funds from total project cost): \$17,765
Expected project start date: 4/3/23
Expected project end date: 6/30/23

Project description – *Provide a brief description of your project outlining what you plan to purchase and why. How will your project support the goals of increased capacity, supporting labor saving efficiencies, and/or encouraging value-added products in New Hampshire's meat and poultry processing industry?*

Animal Transport and Staging Area: Flying M Farm is a small operation with a mission to help others. Our customer base is one that often drops off animals to be processed in a myriad of containers, most of which are extremely messy and difficult to move around and extract animals from for efficient processing. I would like to build a staging area dedicated to animal drop off. By purchasing a small inventory of poultry transport coops, I will be able to loan customers crates which will make it easier and cleaner to gather their poultry for safe transportation and efficient receiving and processing on my end. The wagons will allow for deliveries further from the processing area and my farmstead, thereby supporting biosecurity measures. Though simple in design, this equipment will allow me to take in more customers.

Walk In Cooler for Small Livestock: This project involves the purchase of a walk-in cooler with cool bot and associated installation and supplies. I have space in a separate garage where I can house a walk-in cooler. This building is separate from my poultry processing area thereby providing space where I can conveniently manage livestock slaughter and store meat post evisceration. The garage space does not have enough power to operate equipment of this size, so a new electric line will need to be brought in from the house. The cooler will need to be assembled and installed with power in the back of the garage. This will be accomplished using two separate contractors, general construction and electrical.

In the poultry off-season, I have started processing smaller livestock (lamb, goat) for my family and friends, but the lack of refrigeration space does not allow me to expand my services to others. A separate walk-in cooler will provide the space to hang and manage small livestock at a safe and separate distance from my poultry processing area. This will allow me to add services to my business model and help other local small farmers to better manage theirs. Smaller livestock are an easy sell to a single customer as a custom cut. I am not able to or interested in processing larger animals, like beef, which need the services of a larger custom exempt or USDA facility.

Organization/Business description – Provide a brief description of your organization/business and its role in the meat or poultry processing industry in New Hampshire. (2000 character limit)

Flying M Farm: I've been processing my own poultry for 10 years. Last year I built a small processing building to centralize processing and packing and upgraded my poultry processing equipment to commercial standards. This allowed me to add poultry processing services as a Custom Exempt Poultry Processing Facility.

Role in Poultry Processing Industry: My customer base consists of homesteaders and small farms that grow poultry for added value. Most customers are new or skipped generation farmers with little or no training. I am in a unique position to manage small processing orders and share my knowledge by inviting customers to process their own poultry. The capital investment and time commitment to process poultry or beef is out of reach for my customer base. By offering one-on-one training, I not only help others build their skillsets, but they can become my workforce enabling me to take in their larger batches. This local small operation business model is perfect for the vegetable farmer that wants to grow some poultry on the side or the part time farmer looking to explore the market.

Role in the Meat Processing Industry: My customer base has a challenging time getting butcher dates with the local slaughterhouses for meat processing, a detriment to any business planning. Alternatively, the new and small farmers create stress and inefficiencies on local slaughterhouses. Currently processing accounts for 10% of my business. As I build my customer base and efficiencies, I hope to create a business model that adds more value for me and my customers while alleviating some of the one-off stress at local slaughterhouses. My business expansion would be limited to smaller livestock such as lamb, goat, and smaller pigs. I have developed relationships with farmers that raise livestock for dairy but have a difficult time managing the bucks. I've also been approached by customers interested in purchasing the same animal but cannot (or will not) slaughter their own.

Budget

All expenses described in this Budget Narrative must be associated with expenses that will be covered by the Meat Processing Infrastructure Program

Budget summary

Expense Category	Total
Equipment	\$13,955
Supplies	\$1,445
Contractual	\$5,500
Total project cost	\$20,900
Matching funds (15% of total project cost)	\$3,135
Total grant request	\$17,765

Equipment

Describe all equipment to be purchased

#	Item Description	Acquire When?	Cost
1	Poultry Transport Coops (12)	4/3/23	\$1,200
2	Turkey Transport Coops (6)	4/3/23	\$1,200
3	Heavy Duty Hand Wagons (2)	4/3/23	\$400
4	Shipping Coops and Wagons	4/3/23	\$560
5	Walk In Cooler 8x8x8 w/coolbot	5/31/23	\$9,000
6	Cooler Shipping (Gross Weight 1860 lbs)	5/31/23	\$1,595
7			

Equipment subtotal: \$13,955**Supplies**

Describe all materials, supplies, and fabricated parts to be purchased

Item Description	Per-Unit Cost	# of Units	Acquire When?	Cost
3/4" stone for staging area 20'x10'x2'	\$43/cy	15	4/3/23	\$645
Electric Supplies/Wire	\$800	1	5/12/23	\$800

Supplies subtotal: \$1,445

Contractual

Describe all contractual costs for goods or services performed by an individual or business other than the applicant

#	Name/Business	Hourly or Flat Rate	Cost
1	Cooler Assembly & Install-Rackiewicz Construction	\$1,500	\$1,500
2	Electric Utility Trench & Power Supply-Monarch Electric	\$4,000	\$4,000
3			
4			
5			
6			
7			

Contractual subtotal: \$5,500

New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

February 17, 2023

Via email only: flyingmfarm@comcast.net
Leanne Miner, Flying M Farm, LLC
63 South Road
Fremont, NH

Meat Processing Infrastructure Program

Dear Authorized Official:

We are pleased to inform you that your application for funding under the Meat Processing Infrastructure Program grant has been selected for an award.

Flying M – Poultry and Small Livestock Custom Exempt (MPIP23-209) has been awarded grant funding up to \$17,765.

Please note that while you have been awarded a grant, several conditions must be met before your award is finalized and you can begin your project. **Please review the following terms carefully:**

- As the authorized official for this project, you must acknowledge receipt of this award letter and the funding requirements outlined below. Please return a fully executed copy of this letter to the grant administrator, Josh Marshall, at Joshua.k.marshall@agr.nh.gov with your project name and grant number referenced in the subject line by **4:00 PM on February 24th, 2023**.
- Your project is not eligible to begin until you receive a "Notice to Proceed" from NH DAMF.
- You must include your newly assigned grant number, **MPIP23-209**, on all correspondence with NH DAMF and/or your grant administrator.
- This grant award is contingent upon execution of a grant agreement between the grantee and NH DAMF, including all appropriate terms and conditions required to receive MPIP funding through the American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF). You will be required to provide a certificate of good standing from the New Hampshire Secretary of State (individuals contracting in their own name do not need a CGS), a certificate of insurance from your carrier demonstrating sufficient general liability (\$1,000,000 per occurrence and \$2,000,000 aggregate) and workers compensation coverage, and a certificate of authority that establishes that the signatory has the authority to bind your organization (individuals contracting in their own name do not need a CVA). We urge you to begin compiling these forms to avoid delay in receipt of your award.
- The grant agreements must then be submitted for approval to the Executive Council. We plan to present all grants to the Council at their April 12th, 2023,

meeting. This means that DAMF must receive the signed agreements and all of the aforementioned certificates by 4:00 PM on March 24th, 2023, for your program to be eligible for funding.

Please reach out to NH DAMF with any questions at (603) 271-3688. We look forward to the impact that your project will make on the meat processing industry in New Hampshire.



Shawn N. Jasper
Commissioner

Acknowledgement of Receipt and Award Acceptance:

I accept the award offer on behalf of Project []

I decline the award offer on behalf of Project []

Signature:

I am the Authorized Official for the above-referenced project:

(project name) Flying M-Poultry and Small Livestock Custom Exempt
(grant #) MP1P23-209 and acknowledge the requirements of the NH DAMF award as identified above.

Flying M Farm, LLC
Organization/Business Name


Signature of Authorized Official



2-20-2023
Date Signed

Leanne M Miner
Printed Name of Authorized Official

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 P.O. Box 2042, Concord, NH 03302	
1.3. Grantee Name Tellman Hill Farm, LLC		1.4. Grantee Address 226 Gould Rd, Whitefield, NH 03598	
1.5. Grantee Phone # 603-503-5707	1.6. Account Number 26900000-502627	1.7. Completion Date May 3, 2024	1.8. Grant Limitation \$13,835
1.9. Grant Officer for State Agency Joshua K. Marshall		1.10. State Agency Telephone Number 603-271-3788	
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 Doug Morin, Owner	
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: <i>Stacie M. Masser</i>		Assistant Attorney General, On: 04/21/2023	
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").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 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 of 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 of 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, formlike, 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 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 of 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 of default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member or 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

- 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 his 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 assigns. 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.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A
SPECIAL PROVISIONS

1. Modifications

The conditions of the G-1 Grant Agreement are modified as follows:

- a. 7. Records and Accounts and 9. Data, Retention of Data, Access

The Grantee's obligation to provide access to the State shall also extend to the U.S. Department of Treasury and the Office of Management and Budget.

2. Additional Provisions

Scope of Allowable Use of Funds

In exchange for grant funds from the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901 on March 11, 2021, provided by the United States Department of Treasury, CFDA number 21.027 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "GOFERR"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 1319, Section 9901 for which Grantee has not received payment or reimbursement from any other source, defined as: Addressing the severe capacity limitations facing small and midsize livestock producers to ensure they have places to process their products to remain in business through increasing capacity, labor saving efficiency, and value added products in New Hampshire's meat and poultry processing industries. . The Federal Award Identification Number (FAIN) for this award is SLFRP0145.

EXHIBIT B
SCOPE OF WORK

1. **Overview:** The State has awarded funds to the Grantee for the implementation of a specific approved Meat Processing Infrastructure Program (MPIP) project ("Project") which shall increase capacity, efficiency, and/or value-added production as described in the Project application.
2. **Approval by Governor and Executive Council (G&C):** The Grant Award ("Award") for the Project is contingent upon approval by the G&C as described in section 7.3 of the MPIP RFP. The Grantee shall not be eligible to receive funds absent approval of the Award and Project by the G&C. The date of approval by G&C will be considered the 'Effective Date'.
3. **Conditional Nature of the Agreement:** Notwithstanding anything in this Agreement to the contrary, all obligations of the New Hampshire Department of Agriculture, Markets & Food (DAMF) 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 DAMF 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 DAMF 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.
4. **Nature of the Award:** The Award shall be administered through advance payments of 75% of the total Award with a maximum advance of \$100,000. Upon submission of monthly reporting and supporting documentation (receipts, invoices, proof of purchase) verifying expenditure of advance on equipment, supplies, and/or contractual services as described in the Grantee's MPIP application, including Budget ("Budget") as approved by the State of New Hampshire and incorporated herein by reference, and satisfaction of the 15% matching funds requirement as described in section 2.4 of the MPIP RFP, the Grantee may seek reimbursement for further costs incurred on eligible Project expenditures until the Award is fully expended. The Award amount is the maximum amount that can be disbursed for the Project.
5. **Allowed/Disallowed Expenditures:** Funds may be disbursed only for equipment, supplies, and/or contractual services as listed in the Project Budget or equivalent equipment, supplies, and/or contractual services as available. Any such substitutions deviating from the Budget must be approved by the Director of the Division of Agricultural Development prior to execution.

Funds may NOT be used for land purchases, owner or employee wages and benefits, construction or expansion of a restaurant or grocery store, or advertising and public relations costs as described in section 2.3.1 of the MPIP RFP.

Initials DPM
Date 4-20-83
Exhibits Page 2 of 5

6. **Project Completion Deadline:** The Project shall be completed within 12 months of approval by Governor and Council. Grantee may apply for an extension as permitted up to September 30, 2024.
7. **Reporting:** The Grantee shall report monthly on the Project's status, including supporting documentation (receipts, invoices, proof of purchase) of all expenses related to the Project using grant funds and demonstration of Grantee spending towards 15% match requirement, using the form provided by the DAMF. DAMF may modify the reporting requirements, modify the reporting form, and/or request additional information at any time. At the conclusion of the Project, Grantee will submit a written final report to DAMF describing the project results and how funding through MPIP supported increased capacity, labor saving efficiencies, and/or encouraged value-added products.
8. **Compliance:** The Grantee must comply with all applicable State of New Hampshire and federal regulations and guidance, including any changes introduced by the U.S. Department of Treasury after execution of this agreement. The Grantee shall comply with all applicable state and local laws and rules in execution of the Project. DAMF shall conduct periodic audits to confirm compliance and verify reported expenses.
9. **Record Keeping:** Between the date of approval by Governor and Council and the date five (5) years after the completion date, the Grantee shall keep detailed accounts of all expenses and activities pertaining to the Project including all eligibility criteria in accordance with section 2 of the MPIP RFP. Such accounts shall be supported by all necessary documentation.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the DAMF, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the DAMF, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the DAMF, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, 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 Paragraph 1.3 of G1 Agreement.

10. **Personnel:** The Grant Officer, identified in Paragraph 1.9 of G1 agreement, shall be the representative of the DAMF 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.
11. **Grantee's Relation to DAMF:** In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CLSFRF, and are neither agents nor employees of the State or the DAMF. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind DAMF nor

Initials DFM

Date 4-20-23

Exhibits Page 3 of 5

are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

12. **Public Disclosure Notification:** The names and business addresses of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the DAMF website.

DAMF will assert that the other financial information submitted in support of this award by a individual or private, non-governmental entity in an application or report is confidential financial information that is exempt from disclosure under RSA 91-A:5, IV, unless ordered to disclose such information by a court of competent jurisdiction

13. **Certification:** The Grantee certifies to the best of its knowledge and belief, that it and its principals:
- A) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - D) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

Initials DFM

Date 4-30-23

Exhibits Page 4 of 5

EXHIBIT C
METHODS AND CONDITIONS OF PAYMENT

1. Payment Process

In order to receive payment of your grant, you must first be registered with the New Hampshire Department of Administrative Services (DAS) for a State of New Hampshire vendor number. If you already have a vendor number and supplied it to DAMF, initial payment will be made once we receive Governor and Council approval. If you do not already have a vendor number, registration is available at: [https://apps.das.nh.gov/vendorregistration/\(S\(rnkbxvllloşcaesvql1n3np2\)\)/welcome.aspx](https://apps.das.nh.gov/vendorregistration/(S(rnkbxvllloşcaesvql1n3np2))/welcome.aspx).

2. Method of Disbursement

Payment by the State shall be completed by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

The State shall disburse a maximum of \$13,835 for the purposes of performing the services described in Exhibit B.

Advance disbursements will be made in the amount of 75% of the Award with a maximum advance of \$100,000. Subsequent disbursements will be contingent on submission and verification of monthly reporting and supporting documents demonstrating the expenditure of grant funds on eligible project items and satisfaction of the 15% matching funds requirement as described in section 2.4 of the MPIP RFP and Exhibit B section 3.

3. Return of Funds

Grantee shall return all portions of the advance payment to DAMF that they are not able to substantiate or expend on eligible project items. Funds shall be returned within 90 days of the end of project completion deadline as defined in Exhibit B section 5.

Upon the occurrence of any event of default or breach of this agreement DAMF may take any one, or more, or all, of the following actions:

- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the CLSFRF, H.R. 1319, Section 9901; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both in accordance with provision 11 of the G1 Agreement.

Initials DFM

Date 4-20-23

Exhibits Page 5 of 5

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 TELLMAN HILL FARM LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 25, 2020. 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: 847316

Certificate Number: 0006129414



IN TESTIMONY WHEREOF:

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 27th day of February A.D. 2023.

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

David M. Scanlan

Secretary of State

Limited Partnership or LLC Certification of Authority

We, Doug Morin and Emily Meacham, hereby certify that we are the sole Partners, Members or Managers and officers of Tellman Hill Farm LLC a limited liability partnership under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

We hereby certify that Doug Morin is authorized to bind the partnership or LLC. We 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 partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: 3/23/2023

ATTEST: 
Doug Morin, Member, Tellman Hill Farm LLC

DATED: 3/23/23

ATTEST: 
Emily Meacham, Member, Tellman Hill Farm LLC



MORIDO1

OP ID: AK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/14/2023

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 have ADDITIONAL INSURED provisions or 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 Marshall Insurance Agency 92 Main Street Lancaster, NH 03584	603-788-4657	CONTACT NAME: PHONE (A/C, No, Ext): 603-788-4657 FAX (A/C, No): 603-788-3504 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE
INSURED: Douglas Morin & Emily Meeham Tellman Hill Farm LLC 226 Gould Rd Whitfield, NH 03598		INSURER A: Cooperative Insurance Company NAIC # 18686 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 TR	TYPE OF INSURANCE	ADDL SUBR INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MFP3026690	09/29/2022	09/29/2023	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCC/CRSCL) \$ 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
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB: <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe below: DESCRIPTION OF OPERATIONS: _____					PER STA/LITE / OTH ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER **CANCELLATION**

NEW HAMPSHIRE DEPARTMENT OF AGRICULTURE, MARKETS & FOOD 25 CAPITOL STREET 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 <i>Frankie Zuckerman</i>
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Workers Compensation Insurance Statement

We, Doug Morin and Emily Meacham, hereby certify that we are the sole Members of Tellman Hill Farm, LLC, which has no additional employees.

As a two-member LCC with no other employees, Tellman Hill Farm LLC is not required to carry Workers Compensation Insurance (RSA 281-A:2, VIII).

DATED: 3/23/2023


Doug Morin, Member, Tellman Hill Farm LLC

DATED: 3/23/23


Emily Meacham, Member, Tellman Hill Farm LLC

New Hampshire
Department of Agriculture,
Markets & Food



Meat Processing Infrastructure Program
Application

Contact Information

Applicant Information:

Point of contact: Doug Morin

Point of contact telephone: 603-837-3143

Point of contact email: dfmorin@gmail.com

Organization/Business name: Tellman Hill Farm

Organization/Business mailing address: 226 Gould Rd, Whitefield NH 03598

Organization/Business county: Coos

Organization/Business telephone: 603-837-3143

Authorized representative (AR):

Person authorized to sign contracts on behalf of business/organization is same as point of contact above (if different from above please provide the following):

AR name: _____

AR title: _____

AR telephone: _____

AR email: _____

Project Summary

Grant request:

Project name: Poultry Processing Equipment - Tellman Hill Farm

Total project cost: \$16,276.00

Matching funds (15%): \$2,441.00

Grant request (subtract matching funds from total project cost): \$13,835.00

Expected project start date: Spring 2023 - as soon as funds are available

Expected project end date: Spring/summer 2023 - as soon as equipment can be delivered

Organization/Business description.—Provide a brief description of your organization/business and its role in the meat or poultry processing industry in New Hampshire. (2000 character limit)

Tellman Hill Farm has been raising diversified poultry for sale since 2019. The owners have experience working on a variety of farms from Maine and Vermont to California and Arizona, raising livestock and crops and participating in a variety of poultry processing operations.

In 2023, we will raise up to 250 meat chickens, 50 meat turkeys, 20 laying ducks, and 50 laying hens. By 2025, we plan increase the size of our flock up to potentially 500 meat chickens, 100 turkeys and 100 laying hens.

All poultry are raised on pasture and fed grain from a local mill. All poultry are processed on farm by the owners/operators and hired assistants, in accordance with the producer/grower processing inspection exemption. Despite endeavoring to maintain exceptional sanitary conditions, we recognize that our current processing equipment is not all made from food-safe materials and includes surfaces that are difficult to disinfect (wood and plastic).

Our poultry is currently all sold whole from the farm, and in 2023 will include stew hens (spent layers), broiler chickens, and whole turkeys. As we increase in scale, we will consider selling from local farmers and directly to restaurants. We will also explore value-added products in the future, after we have improved our processing capacity and efficiency.

In addition, Tellman Hill Farm has provided custom slaughter services for a small number of customers, and plans to expand this enterprise once we have improved processing equipment. We currently have a vehicle and trailer that can tow such as setup, so the processing equipment and holding crates are the primary need to make this portion of the business efficient enough to be profitable.

There are very few farms in the area selling farm-raised poultry past the homestead scale and none that we are aware of offering mobile processing, so we are positioned to become a major supplier of farm-raised poultry and processing for the northcountry of New Hampshire.

Budget

All expenses described in this Budget Narrative must be associated with expenses that will be covered by the Meat Processing Infrastructure Program.

Budget summary

Expense Category	Total
Equipment	16276
Supplies	0
Contractual	0
Total project cost	16276
Matching funds (15% of total project cost)	2441
Total grant request	13835

Contractual

Describe all contractual costs for goods or services performed by an individual or business other than the applicant

#	Name/Business	Hourly or Flat Rate	Cost
1	none		
2			
3			
4			
5			
6			
7			

Contractual subtotal: 0

New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

February 17, 2023

Via email only: dfmorin@gmail.com
Doug Morin, Tellman Hill Farm LLC
226 Gould Road
Whitefield, NH

Meat Processing Infrastructure Program

Dear Authorized Official:

We are pleased to inform you that your application for funding under the Meat Processing Infrastructure Program grant has been selected for an award.

Poultry Processing Equipment – Tellman Hill Farm (MPIP23-210) has been awarded grant funding up to \$13,835.

Please note that while you have been awarded a grant, several conditions must be met before your award is finalized and you can begin your project. Please review the following terms carefully:

- As the authorized official for this project, you must acknowledge receipt of this award letter and the funding requirements outlined below. Please return a fully executed copy of this letter to the grant administrator, Josh Marshall, at Joshua.k.marshall@agr.nh.gov with your project name and grant number referenced in the subject line by 4:00 PM on February 24th, 2023.
- Your project is not eligible to begin until you receive a "Notice to Proceed" from NH DAMF.
- You must include your newly assigned grant number, **MPIP23-210**, on all correspondence with NH DAMF and/or your grant administrator.
- This grant award is contingent upon execution of a grant agreement between the grantee and NH DAMF, including all appropriate terms and conditions required to receive MPIP funding through the American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF). You will be required to provide a certificate of good standing from the New Hampshire Secretary of State (Individuals contracting in their own name do not need a CGS), a certificate of insurance from your carrier demonstrating sufficient general liability (\$1,000,000 per occurrence and \$2,000,000 aggregate) and workers compensation coverage, and a certificate of authority that establishes that the signatory has the authority to bind your organization (Individuals contracting in their own name do not need a CVA). We urge you to begin compiling these forms to avoid delay in receipt of your award.
- The grant agreements must then be submitted for approval to the Executive

Council. We plan to present all grants to the Council at their April 12th, 2023, meeting. This means that DAMF must receive the signed agreements and all of the aforementioned certificates by 4:00 PM on March 24th, 2023, for your program to be eligible for funding.

Please reach out to NH DAMF with any questions at (603) 271-3688. We look forward to the impact that your project will make on the meat processing industry in New Hampshire.



Shawn N. Jasper
Commissioner

Acknowledgement of Receipt and Award Acceptance:

I accept the award offer on behalf of Project

I decline the award offer on behalf of Project

Signature:

I am the Authorized Official for the above-referenced project:

(project name) Poultry Processing Equipment - Tellman Hill Farm
(grant #) MPER23-210 and acknowledge the requirements of the NH DAMF award as identified above.

Tellman Hill Farm LLC
Organization/Business Name


Signature of Authorized Official




2/17/23
Date Signed

Doug Morin
Printed Name of Authorized Official

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 P.O. Box 2042, Concord, NH 03302	
1.3. Grantee Name The Horizon Farm, LLC		1.4. Grantee Address 24 Old Coach Rd, Bennington, NH	
1.5. Grantee Phone # 603-487-3900	1.6. Account Number 26900000-502627	1.7. Completion Date May 3, 2024	1.8. Grant Limitation \$ 8,500
1.9. Grant Officer for State Agency Joshua K. Marshall		1.10. State Agency Telephone Number 603-271-3788	
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 Jennifer Comeau Owner Member	
Grantee Signature 2 		Name & Title of Grantee Signor 2 Karl Comeau Member Owner	
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: /s/ Stacie M. Macaer Assistant Attorney General, On: 04/21/2023			
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").

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-h.
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, payroll, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or 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 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 "Event 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 of default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member, or 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

- 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 assigns. 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.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A
SPECIAL PROVISIONS

1. Modifications

The conditions of the G-1 Grant Agreement are modified as follows:

a. 7. Records and Accounts and 9. Data; Retention of Data; Access

The Grantee's obligation to provide access to the State shall also extend to the U.S. Department of Treasury and the Office of Management and Budget.

2. Additional Provisions

Scope of Allowable Use of Funds

In exchange for grant funds from the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901 on March 11, 2021, provided by the United States Department of Treasury, CFDA number 21.027 to the State of New Hampshire, acting through the Agency Identified in Paragraph 1.1 (hereinafter referred to as "GOFERR"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 1319, Section 9901 for which Grantee has not received payment or reimbursement from any other source, defined as: Addressing the severe capacity limitations facing small and midsize livestock producers to ensure they have places to process their products to remain in business through increasing capacity, labor saving efficiency, and value added products in New Hampshire's meat and poultry processing industries. The Federal Award Identification Number (FAIN) for this award is SLFRP0145.

Initials AKK
Date 4/21/22

EXHIBIT B
SCOPE OF WORK

1. **Overview:** The State has awarded funds to the Grantee for the implementation of a specific approved Meat Processing Infrastructure Program (MPIP) project ("Project") which shall increase capacity, efficiency, and/or value-added production as described in the Project application.
2. **Approval by Governor and Executive Council (G&C):** The Grant Award ("Award") for the Project is contingent upon approval by the G&C as described in section 7.3 of the MPIP RFP. The Grantee shall not be eligible to receive funds absent approval of the Award and Project by the G&C. The date of approval by G&C will be considered the "Effective Date".
3. **Conditional Nature of the Agreement:** Notwithstanding anything in this Agreement to the contrary, all obligations of the New Hampshire Department of Agriculture, Markets & Food (DAMF) 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 DAMF 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 DAMF 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.
4. **Nature of the Award:** The Award shall be administered through advance payments of 75% of the total Award with a maximum advance of \$100,000. Upon submission of monthly reporting and supporting documentation (receipts, invoices, proof of purchase) verifying expenditure of advance on equipment, supplies, and/or contractual services as described in the Grantee's MPIP application, including Budget ("Budget") as approved by the State of New Hampshire and incorporated herein by reference, and satisfaction of the 15% matching funds requirement as described in section 2.4 of the MPIP RFP, the Grantee may seek reimbursement for further costs incurred on eligible Project expenditures until the Award is fully expended. The Award amount is the maximum amount that can be disbursed for the Project.
5. **Allowed/Disallowed Expenditures:** Funds may be disbursed only for equipment, supplies, and/or contractual services as listed in the Project Budget or equivalent equipment, supplies, and/or contractual services as available. Any such substitutions deviating from the Budget must be approved by the Director of the Division of Agricultural Development prior to execution.

Funds may NOT be used for land purchases, owner or employee wages and benefits, construction or expansion of a restaurant or grocery store, or advertising and public relations costs as described in section 2.3.1 of the MPIP RFP.

JAC
Initials Kc
Date 9/1/12
Exhibits Page 2 of 5

6. **Project Completion Deadline:** The Project shall be completed within 12 months of approval by Governor and Council. Grantee may apply for an extension as permitted up to September 30, 2024.
7. **Reporting:** The Grantee shall report monthly on the Project's status, including supporting documentation (receipts, invoices, proof of purchase) of all expenses related to the Project, using grant funds and demonstration of Grantee spending towards 15% match requirement, using the form provided by the DAMF. DAMF may modify the reporting requirements, modify the reporting form, and/or request additional information at any time. At the conclusion of the Project, Grantee will submit a written final report to DAMF describing the project results and how funding through MPIP supported increased capacity, labor saving efficiencies, and/or encouraged value-added products.
8. **Compliance:** The Grantee must comply with all applicable State of New Hampshire and federal regulations and guidance, including any changes introduced by the U.S. Department of Treasury after execution of this agreement. The Grantee shall comply with all applicable state and local laws and rules in execution of the Project. DAMF shall conduct periodic audits to confirm compliance and verify reported expenses.
9. **Record Keeping:** Between the date of approval by Governor and Council and the date five (5) years after the completion date, the Grantee shall keep detailed accounts of all expenses and activities pertaining to the Project including all eligibility criteria in accordance with section 2 of the MPIP RFP. Such accounts shall be supported by all necessary documentation.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the DAMF, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the DAMF, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the DAMF, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, 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 Paragraph 1.3 of G1 Agreement.

10. **Personnel:** The Grant Officer, identified in Paragraph 1.9 of G1 agreement, shall be the representative of the DAMF 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.
11. **Grantee's Relation to DAMF:** In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CLSFRF, and are neither agents nor employees of the State or the DAMF. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind DAMF nor

Initials JH/KC
Date 4/1/23
Exhibits Page 3 of 5

are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

12. **Public Disclosure Notification:** The names and business addresses of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the DAMF website.

DAMF will assert that the other financial information submitted in support of this award by a individual or private, non-governmental entity in an application or report is confidential financial information that is exempt from disclosure under RSA 91 -A:5, IV, unless ordered to disclose such information by a court of competent jurisdiction

13. **Certification:** The Grantee certifies to the best of its knowledge and belief, that it and its principals:
- A) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I) (b) of this certification; and
 - D) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

Initials RC R.C.

Date 4/11/07

Exhibits Page 4 of 5

EXHIBIT C
METHODS AND CONDITIONS OF PAYMENT

1. Payment Process

In order to receive payment of your grant, you must first be registered with the New Hampshire Department of Administrative Services (DAS) for a State of New Hampshire vendor number. If you already have a vendor number and supplied it to DAMF, initial payment will be made once we receive Governor and Council approval. If you do 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).

2. Method of Disbursement

Payment by the State shall be completed by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

The State shall disburse a maximum of \$8,500 for the purposes of performing the services described in Exhibit B.

Advance disbursements will be made in the amount of 75% of the Award with a maximum advance of \$100,000. Subsequent disbursements will be contingent on submission and verification of monthly reporting and supporting documents demonstrating the expenditure of grant funds on eligible project items and satisfaction of the 15% matching funds requirement as described in section 2.4 of the MPIP RFP and Exhibit B section 3.

3. Return of Funds

Grantee shall return all portions of the advance payment to DAMF that they are not able to substantiate or expend on eligible project items. Funds shall be returned within 90 days of the end of project completion deadline as defined in Exhibit B section 5.

Upon the occurrence of any event of default or breach of this agreement DAMF may take any one, or more, or all, of the following actions:

- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the CLSFRE, H.R. 1319, Section 9901; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both in accordance with provision 11 of the G1 Agreement.

Initial *mc*

Date *4/20*

Exhibits Page 5 of 5

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE HORIZON FARM LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 12, 2018. 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: 787688

Certificate Number: 0006127304



IN TESTIMONY WHEREOF,

I here to set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of February A.D. 2023.

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

David M. Scanlan
Secretary of State



[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

I, the undersigned, hereby certify that the above named person is a member of the partnership of _____, a limited liability partnership, organized under the laws of the State of New Hampshire, and that they have full authority to execute the foregoing certificate as evidence of their partnership in the partnership of _____, a limited liability partnership, organized under the laws of the State of New Hampshire, and that they have full authority to execute the foregoing certificate as evidence of their partnership in the partnership of _____, a limited liability partnership, organized under the laws of the State of New Hampshire.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY):
02/24/2023

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: ANDREW J JELLIE PO BOX 385 CHARLESTOWN, NH 03603	CONTACT NAME:	
	PHONE (AC, HQ, Ext): 603-826-4830	FAX (AC, HQ): 603-826-4514
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED: JENNIFER & KARL COMEAU 24 OLD COACH RD BENNINGTON, NH 03442	INSURER A:	FARM FAMILY CASUALTY INS. CO.
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER (INSR, WVD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SPECIAL FARM PACKAGE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		2601G2195	12/05/2022	12/05/2023	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):
FARM

CERTIFICATE HOLDER: NH DEPARTMENT OF AGRICULTURE, MARKETS & FOOD 25 CAPITOL STREET PO BOX 2042 CONCORD, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Andrew Jellie</i>
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New Hampshire
Department of Agriculture,
Markets & Food



Meat Processing Infrastructure Program
Application

Contact Information

Applicant Information:

Point of contact: Karl and/or Jennifer Comeau

Point of contact telephone: 603-487-3900 (cell)

Point of contact email: jkcomeau@gmail.com

Organization/Business name: The Horizon Farm LLC

Organization/Business mailing address: 24 Old Coach Rd., Bennington, NH 03442

Organization/Business county: Hillsborough

Organization/Business telephone: 603-487-3900; 603-391-8978

Authorized representative (AR):

Person authorized to sign contracts on behalf of business/organization is same as point of contact above (if different from above please provide the following)

AR name:

AR title:

AR telephone:

AR email:

Project Summary

Grant request:

Project name: Stone Barn Butcher Upgrade Project

Total project cost: \$10,000

Matching funds (15%): \$ 1,500

Grant request (subtract matching funds from total project cost): \$8,500

Expected project start date: February 2023

Expected project end date: October 2023

the several moving parts in transferring farm ownership, sustaining the land as a farm forever, and establishing their family business. The providers include: NH Community Loan Fund, Rose Wilson Consulting LLC, BCM Environmental and Land Law, Monadnock Conservancy, and Farm Service Agency (FSA).

Budget

All expenses described in this Budget Narrative must be associated with expenses that will be covered by the Meat Processing Infrastructure Program

Budget summary

Expense Category	Total
Equipment	10,000
Supplies	0
Contractual	0
Total project cost	10,000
Matching funds (15% of total project cost)	1,500
Total grant request	8,500

Equipment

Describe all equipment to be purchased

#	Item Description	Acquire When?	Cost
1	Vacuum Food Packaging Machine: OMCAN USA Model No 24083 NH Restaurant Equipment, 2nd quote: Ultrasource, both include shipping	Feb 2023	\$3,440 - \$4,364
2	Splitter Saw: EFA Mod SL 50-18 Saw, 110V Electric reciprocating saw Ultrasource, includes shipping	Feb 2023	\$5,495
3			
7			

Equipment subtotal: \$8,935-9,859

Supplies

Describe all materials, supplies, and fabricated parts to be purchased

New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

February 17, 2023

Via email only: jkcomeau@gmail.com
Karl and Jennifer Comeau
24 Old Coach Road
Bennington, NH

Meat Processing Infrastructure Program

Dear Authorized Official:

We are pleased to inform you that your application for funding under the Meat Processing Infrastructure Program grant has been selected for an award.

Stone Barn Butcher Upgrade Project (MPIP23-211) has been awarded grant funding up to \$8,500.

Please note that while you have been awarded a grant, several conditions must be met before your award is finalized and you can begin your project. **Please review the following terms carefully:**

- As the authorized official for this project, you must acknowledge receipt of this award letter and the funding requirements outlined below. Please return a fully executed copy of this letter to the grant administrator, Josh Marshall, at Joshua.k.marshall@agr.nh.gov with your project name and grant number referenced in the subject line by **4:00 PM on February 24th, 2023**.
- Your project is not eligible to begin until you receive a "Notice to Proceed" from NH DAMF.
- You must include your newly assigned grant number, **MPIP23-211**, on all correspondence with NH DAMF and/or your grant administrator.
- This grant award is contingent upon execution of a grant agreement between the grantee and NH DAMF, including all appropriate terms and conditions required to receive MPIP funding through the American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF). You will be required to provide a certificate of good standing from the New Hampshire Secretary of State (individuals contracting in their own name do not need a CGS); a certificate of insurance from your carrier demonstrating sufficient general liability (\$1,000,000 per occurrence and \$2,000,000 aggregate) and workers compensation coverage, and a certificate of authority that establishes that the signatory has the authority to bind your organization (individuals contracting in their own name do not need a CVA). We urge you to begin compiling these forms to avoid delay in receipt of your award.
- The grant agreements must then be submitted for approval to the Executive Council. We plan to present all grants to the Council at their April 12th, 2023.

meeting. This means that DAMF must receive the signed agreements and all of the aforementioned certificates by 4:00 PM on March 24th, 2023, for your program to be eligible for funding.

Please reach out to NH DAMF with any questions at (603) 271-5688. We look forward to the impact that your project will make on the meat processing industry in New Hampshire.



Shawn N. Jasper
Commissioner

Acknowledgement of Receipt and Award Acceptance:

I accept the award offer on behalf of Project:

I decline the award offer on behalf of Project:

Signature

I am the Authorized Official for the above referenced project:

(project name) Stony Brook Butcher - Organic Pork

(grant #) 21-01-23-211 and acknowledge the requirements of the NH DAMF award

as identified above.

The Carolina Veterinary Service

Organization/Business Name

Kim L. Connor

Signature of Authorized Official

2/15/23

Date Signed



Karl P. Connor

Printed Name of Authorized Official

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 P.O. Box 2042, Concord, NH 03302	
1.3. Grantee Name New England Wagyu, LLC		1.4. Grantee Address 536 S. Barnstead Rd, Center Barnstead, NH 03225	
1.5. Grantee Phone # 603-812-6152	1.6. Account Number 26900000-502627	1.7. Completion Date May 3, 2024	1.8. Grant Limitation \$ 59,473
1.9. Grant Officer for State Agency Joshua K. Marshall		1.10. State Agency Telephone Number 603-271-3788	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor 1 Sarah Osborne, Chief Financial Officer	
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: /s/ Stacie M. Maessen Assistant Attorney General, On: 04/21/2023			
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").

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 administrative, 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 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 "Event 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. 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.

12.2. 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 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 the obligations hereunder.

12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice of default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member or 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

[Handwritten Signature]
3/24/23

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 assigns. 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.

24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

[Signature]
8/29/03

EXHIBIT A
SPECIAL PROVISIONS

1. Modifications

The conditions of the G-1 Grant Agreement are modified as follows:

a. 7. Records and Accounts and 9. Data; Retention of Data; Access

The Grantee's obligation to provide access to the State shall also extend to the U.S. Department of Treasury and the Office of Management and Budget.

2. Additional Provisions

Scope of Allowable Use of Funds

In exchange for grant funds from the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901 on March 11, 2021, provided by the United States Department of Treasury, CFDA number 21.027 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "GOFERR"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 1319, Section 9901 for which Grantee has not received payment or reimbursement from any other source, defined as: Addressing the severe capacity limitations facing small and midsize livestock producers to ensure they have places to process their products to remain in business through increasing capacity, labor saving efficiency, and value-added products in New Hampshire's meat and poultry processing industries. The Federal Award Identification Number (FAIN) for this award is SLFRP0145.

Initials: 

Date: 4/19/23

EXHIBIT B
SCOPE OF WORK

1. **Overview:** The State has awarded funds to the Grantee for the implementation of a specific approved Meat Processing Infrastructure Program (MPIP) project ("Project") which shall increase capacity, efficiency, and/or value-added production as described in the Project application.
2. **Approval by Governor and Executive Council (G&C):** The Grant Award ("Award") for the Project is contingent upon approval by the G&C as described in section 7.3 of the MPIP RFP. The Grantee shall not be eligible to receive funds absent approval of the Award and Project by the G&C. The date of approval by G&C will be considered the 'Effective Date'.
3. **Conditional Nature of the Agreement:** Notwithstanding anything in this Agreement to the contrary, all obligations of the New Hampshire Department of Agriculture, Markets & Food (DAMF) 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 DAMF 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 DAMF 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.
4. **Nature of the Award:** The Award shall be administered through advance payments of 75% of the total Award with a maximum advance of \$100,000. Upon submission of monthly reporting and supporting documentation (receipts, invoices, proof of purchase) verifying expenditure of advance on equipment, supplies, and/or contractual services as described in the Grantee's MPIP application, including Budget ("Budget") as approved by the State of New Hampshire and incorporated herein by reference, and satisfaction of the 15% matching funds requirement as described in section 2.4 of the MPIP RFP, the Grantee may seek reimbursement for further costs incurred on eligible Project expenditures until the Award is fully expended. The Award amount is the maximum amount that can be disbursed for the Project.
5. **Allowed/Disallowed Expenditures:** Funds may be disbursed only for equipment, supplies, and/or contractual services as listed in the Project Budget or equivalent equipment, supplies, and/or contractual services as available. Any such substitutions deviating from the Budget must be approved by the Director of the Division of Agricultural Development prior to execution.

Funds may NOT be used for land purchases, owner or employee wages and benefits, construction or expansion of a restaurant or grocery store, or advertising and public relations costs as described in section 2.3.1 of the MPIP RFP.

Initials
Date

SK
4/14/23

6. **Project Completion Deadline:** The Project shall be completed within 12 months of approval by Governor and Council. Grantee may apply for an extension as permitted up to September 30, 2024.
7. **Reporting:** The Grantee shall report monthly on the Project's status, including supporting documentation (receipts, invoices, proof of purchase) of all expenses related to the Project using grant funds and demonstration of Grantee spending towards 15% match requirement, using the form provided by the DAMF. DAMF may modify the reporting requirements, modify the reporting form, and/or request additional information at any time. At the conclusion of the Project, Grantee will submit a written final report to DAMF describing the project results and how funding through MPIP supported increased capacity, labor saving efficiencies, and/or encouraged value-added products.
8. **Compliance:** The Grantee must comply with all applicable State of New Hampshire and federal regulations and guidance, including any changes introduced by the U.S. Department of Treasury after execution of this agreement. The Grantee shall comply with all applicable state and local laws and rules in execution of the Project. DAMF shall conduct periodic audits to confirm compliance and verify reported expenses.
9. **Record Keeping:** Between the date of approval by Governor and Council and the date five (5) years after the completion date, the Grantee shall keep detailed accounts of all expenses and activities pertaining to the Project including all eligibility criteria in accordance with section 2 of the MPIP RFP. Such accounts shall be supported by all necessary documentation.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the DAMF, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the DAMF, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the DAMF, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, 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 Paragraph 1.3 of G1 Agreement.

10. **Personnel:** The Grant Officer, identified in Paragraph 1.9 of G1 agreement, shall be the representative of the DAMF 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.
11. **Grantee's Relation to DAMF:** In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CLSFRE, and are neither agents nor employees of the State or the DAMF. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind DAMF nor

Initials 
Date 4/19/23
Exhibits Page 3 of 5

are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

- 12. Public Disclosure Notification:** The names and business addresses of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the DAMF website.

DAMF will assert that the other financial information submitted in support of this award by a individual or private, non-governmental entity in an application or report is confidential financial information that is exempt from disclosure under RSA 91-A:5, IV, unless ordered to disclose such information by a court of competent jurisdiction

- 13. Certification:** The Grantee certifies to the best of its knowledge and belief, that it and its principals:
- A) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - D) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

Initials 
Date 4/19/25

EXHIBIT C
METHODS AND CONDITIONS OF PAYMENT

1. Payment Process

In order to receive payment of your grant, you must first be registered with the New Hampshire Department of Administrative Services (DAS) for a State of New Hampshire vendor number. If you already have a vendor number and supplied it to DAMF, initial payment will be made once we receive Governor and Council approval. If you do not already have a vendor number, registration is available at: [https://apps.das.nh.gov/vendorregistration/\(S\(rnkbxvllloscaesvq1n3np2\)\)/welcome.aspx](https://apps.das.nh.gov/vendorregistration/(S(rnkbxvllloscaesvq1n3np2))/welcome.aspx).

2. Method of Disbursement

Payment by the State shall be completed by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

The State shall disburse a maximum of \$59,473 for the purposes of performing the services described in Exhibit B.

Advance disbursements will be made in the amount of 75% of the Award with a maximum advance of \$100,000. Subsequent disbursements will be contingent on submission and verification of monthly reporting and supporting documents demonstrating the expenditure of grant funds on eligible project items and satisfaction of the 15% matching funds requirement as described in section 2.4 of the MPIP RFP and Exhibit B section 3.

3. Return of Funds

Grantee shall return all portions of the advance payment to DAMF that they are not able to substantiate or expend on eligible project items. Funds shall be returned within 90 days of the end of project completion deadline as defined in Exhibit B section 5.

Upon the occurrence of any event of default or breach of this agreement DAMF may take any one, or more, or all, of the following actions:

- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the CLSFRF, H.R. 1319, Section 9901, and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both in accordance with provision 11 of the G1 Agreement.

Initials 
Date 9/19/23
Exhibits Page 5 of 5

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlon, Secretary of State of the State of New Hampshire, do hereby certify that NEW ENGLAND WAGYU, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 19, 2022. 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: 903913

Certificate Number: 0006167422



IN TESTIMONY WHEREOF

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 23rd day of March A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlon", is written over a circular embossed seal.

David M. Scanlon

Secretary of State



NEW ENGLAND WAGYU, LLC

DBA: The Local Butcher

536 South Barnstead Road, Center Barnstead, NH 03225

newenglandwagyu@gmail.com | 603-813-2054

4/24/2023

I Samuel B. Rowse, Owner, New England Wagyu, LLC, hereby authorize Sarah Osborne, Chief Financial Officer, New England Wagyu LLC, to sign the grant agreement and all associated grant documentation, in relation to the Meat Processing Infrastructure Grant Program, here forward.

Samuel B. Rowse
Owner, New England Wagyu, LLC

4/24/23

Date



NEWA-10

OP ID: CS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/23/2023

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 have ADDITIONAL INSURED provisions or 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 MALONEY ASSOC INS - HANOVER 12 South Street, Ste 3 Hanover, NH 03755 Christie Slocum	603-277-9500	CONTACT NAME: Christie Slocum PHONE (A/C No. Ext): 603-277-9500 FAX (A/C No.): EMAIL: Christie@maloneyassoc.com ADDRESS:	INSURER(B) AFFORDING COVERAGE:	NAIC #
		INSURER A: Frankenmuth Mutual Inc Co	13986	
		INSURER B: Assigned Risk Policies		
		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 TYPE	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			6721107	11/15/2022	11/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per Occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS, COMP/DP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC OTHER:							
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6721107	11/15/2022	11/15/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			6721107	11/15/2022	11/15/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	DED. <input checked="" type="checkbox"/> RETENTIONS: 10000						
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/OWNER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0W285054UB	11/15/2022	11/15/2023	PER STATUTE <input checked="" type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE (EA EMPLOYEE) \$ 1,000,000 EL DISEASE -POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER NH Dept of Agriculture Markets and Food 25 Capital Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

New Hampshire
Department of Agriculture,
Markets & Food



Meat Processing Infrastructure Program
Application

Contact Information

Applicant information:

Point of contact: Sarah Osborne
Point of contact telephone: 603-812-6152
Point of contact email: newenglandwagyu@gmail.com
Organization/Business name: New England Wagyu, LLC
Organization/Business mailing address: 536 S. Barnstead Road, Center Barnstead, NH 03225
Organization/Business county: Belknap County
Organization/Business telephone: 603-813-2054

Authorized representative (AR):

Person authorized to sign contracts on behalf of business/organization is same as point of contact above (if different from above please provide the following)

AR name: Sarah Osborne
AR title: Chief Financial Officer
AR telephone: 603-812-6152
AR email: newenglandwagyu@gmail.com

Project Summary

Grant request:

Project name: The Local Butcher Processing, Freezer, and Cooler Expansion
Total project cost: \$788,393.00
Matching funds (15%): \$588,393.00
Grant request (subtract matching funds from total project cost): \$200,000.00
Expected project start date: Upon Governor and Executive Council Approval
Expected project end date: Approximately 4-6 months from start date

Project description – Provide a brief description of your project outlining what you plan to purchase and why. How will your project support the goals of increased capacity, supporting labor saving efficiencies, and/or encouraging value-added products in New Hampshire's meat and poultry processing industry?

New England Wagyu, LLC (currently DBA The Local Butcher) is seeking grant funding to support the expansion and renovation of its USDA processing facility in Barnstead, NH. The proposed addition and renovations are necessary in order to increase the processing capacity and add a retail store front. The proposed design, which is still in its early stages and may undergo a revision process, will significantly increase capacity and improve efficiency.

The current building layout consists of a small meat cutting floor and packing area. As we have increased production and continue to grow our team, employees tasks are regularly interrupted by having to step aside to let other employees walk past, relocate products or work stations, or stop to assist another worker in order to move on to the next task. Moving packaged product on a hand dolly around the facility is made difficult by congestion of boxes in our freezer and narrow access between work spaces and doorways. The freezer cannot support our increase in processing and often requires reorganizing or the need for customers to pick up early in order to continue operations. This leaves no room for unforeseen circumstances, and we all know farmers are constantly battling those! Since the purchase of the facility in November, we have attempted to increase our production, however, it proves very difficult due to the lack of space and storage abilities.

The facilities storage area for supplies is on the second floor, requiring staff to climb a flight of stairs while carrying bulky or heavy objects. Additionally, the only access to the storage area is through the main entrance or through the rendering room and slaughter floor. Entrance through the slaughter floor is the shortest distance, however moving materials through this area requires the slaughter and rendering room to be clean. This limits our access, making scheduling of deliveries very difficult. Due to having no designated receiving area, all pallets are unpacked outdoors, often in unfavorable weather conditions and carried individually to the upper level. During the summer months the second floor becomes increasingly hot and poses additional risks.

Phase one of the project will be the addition and renovation to include the following line items totaling the \$200,000:

1. Permitting 2. Demolition 3. Site Prep 4. Concrete 13. FRP 15. DEMO Existing Freezer 20. Freezer

Please see the supporting documentation for more specific details on the scope of work and proposed pricing for each line item, as well as the first draft drawings. It has already been noted that the proposed freezer is not large enough, and better access to the rendering room is needed for the cutters.

Phase two will be adding new equipment including, but not limited to: larger capacity vacuum sealer or a second of the same size, one or two band saws and a new burger/patty bulker. A majority of the current equipment was purchased previously used and requires regular if not daily repairs and maintenance. This results in an increase in maintenance costs and wasted employee labor time during the production day. The renovation and addition would create space for the additional equipment that would create increased labor efficiency.

Phase three will be attaining the required retail food licensing for fresh and frozen products as well as retail operation startup. This will allow us to offer humanely raised fresh and frozen products of a very high quality to our community.

Organization/Business description – Provide a brief description of your organization/business and its role in the meat or poultry processing industry in New Hampshire. (2000 character limit)

New England Wagyu, LLC (currently DBA The Local Butcher) is a USDA processing facility in Barnstead, New Hampshire. In 2023, The Local Butcher was purchased by New England Wagyu, LLC. The owner, being a farmer himself, recognized the demand for more readily available animal processing for the agricultural community in New Hampshire. New England Wagyu, LLC is now one of only two USDA processing facilities left in New Hampshire, making processing dates harder to obtain. We hope to be able to better support the agricultural community by increasing the size and capacity of the facility which currently processes beef, lamb, and pork.

At the time of purchase the facility employed three full-time employees and four part-time employees. Currently the facility employs seven full-time employees and four part-time employees. We are a centrally located facility, making it easy for our agricultural customers from all over the state to access our services. New England Wagyu is on track to process approximately 1,700 animals in 2023, up from approximately 1,500 in 2022.

The former owners had closed their books to new lamb customers in New Hampshire. Lamb business primarily came from two farms in Rhode Island who brought animals regularly. As valued as those consistent customers may be from a business standpoint, it is not ideal for the meat industry in New Hampshire to not have lamb more readily available for retail in our local communities. As we increase capacity, we plan to accept lamb from local farms as we believe in putting our community first.

Budget

All expenses described in this Budget Narrative must be associated with expenses that will be covered by the Meat Processing Infrastructure Program

Budget summary

Expense Category	Total
Equipment	N/A
Supplies	N/A
Contractual	\$788,393.00
Total project cost	\$788,393.00
Matching funds (15% of total project cost)	\$588,393.00
Total grant request	\$200,000.00

Equipment

Describe all equipment to be purchased

#	Item Description	Acquire When?	Cost
1	N/A	N/A	N/A
2			
3			
4			
5			
6			
7			

Equipment subtotal: _____

Supplies

Describe all materials, supplies, and fabricated parts to be purchased

Item Description	Per:Unit Cost	# of Units	Acquire When?	Cost
N/A	N/A	N/A	N/A	N/A

Supplies subtotal: _____

Contractual

Describe all contractual costs for goods or services performed by an individual or business other than the applicant

#	Name/Business	Hourly or Flat Rate	Cost
1.	Sunbow Building Contractors Inc.	Flat	\$200,000.00
2.			
3.			
4.			
5.			
6.			
7.			

Contractual subtotal: \$788,393.00.

New England Wagyu - Renovations and Addition
Center Barnstead, NH 03225

Outline Specifications / Scope of Work

Date: 3 January 2023

Project Description:

Renovations and Addition to existing meat packing facility. The GC shall provide all required materials, labor, and coordination to complete this project.

Project Schedule / Permits / Inspections:

Building permit and all inspections will be by GC. Schedule TBD.

Project Phasing / Logistical Objectives: The existing facility is to be kept in operation while the addition is completed. After the addition is completed, the existing kill room and cooler room will be linked to the new cut room and packaging rooms for ongoing operations while the other areas of the existing facility are renovated for the new layout. The GC shall provide a flow chart schedule showing logistical sequencing for all project aspects for review by the owner and architect prior to project contract / commencement of work.

Demolition:

Provide all required demolition services required for project. The Owner / GC shall provide dumpsters and hauling. The site shall be kept clean and free of debris, nails, and other demolition related materials. The jobsite shall be kept orderly and clean at all times and be left in broom clean condition on a daily basis during construction operations. Provide "zip wall" temporary barriers and other weather barriers as required to prevent the infiltration of dust and other particulates from permeating existing spaces. Provide tarps and temporary framing / sheathing / weatherproofing barriers as required to prevent weather elements from infiltrating the existing structure at all times. Alter siding, re-frame openings, etc. at existing building as required to facilitate modifications.

Site Work:

Provide all required site work for project, including, but not limited to demolition, excavation, backfill, grading, drainage, gravel driveways, loam, seed, and other work as required. Excavate for new poured concrete foundations as shown on drawings. Provide compacted bases for new footings. Provide clean gravel backfill in compacted lifts to within 12" of finish grade and clean screened loam and seed to match / blend to existing grades. Provide 18" wide x 6" deep natural color washed stone drip-edge over geotextile fabric around the perimeter of all new work. Coordinate installation of new septic system with overall project design and install new septic system per NH DES approved septic plan.

Concrete:

Provide new foundation walls with 8" poured concrete walls on continuous keyed footing with rebar at wall and footings. Provide 5" floor slab over 2" rigid XPS foam insulation and 6 mil poly vapor barrier. Foundation reinforcing to be #4 bars @ 24" each way at foundation walls and 2- #4 bars continuous at footings. Provide adequate machine compacting at all footings, typical.

Wood Framing:

Provide all required labor and materials for all aspects of project, typical framing to be provided for all areas; provide #1 / #2 KD-SPF lumber, LVL products, and SYP-PT materials, and other items as shown on drawings and as required. Plywood sheathing to be 5/8" (walls,) and 5/8" (roof) CDX fir. Provide all required blocking, shims, and other secondary framing. Refer to framing plans, sections, details, and other drawings for framing layouts and details. Interior walls to be framed with 2x6 studs and fully insulated.

Exterior Trim / Siding:

Provide "Galvalume" corrugated steel siding at new addition. Provide sample board for color selection by architect.

New England Wagyu, *Scope of Work*, continued.

Roofing/ Sheathing House Wrap: Provide and install full "Greenguard" housewrap over all exterior wall sheathing, and "Grace" "Ice and water Shield" roofing membrane over all plywood roof sheathing typical. Install "Rooftop Guard" high performance roofing felt typical at all areas of roof. Provide and install metal roofing at new addition, to match to existing roofing to remain. Tie in new to existing roofing with all required flashings, typical.

Flashings / Sealants: Provide and install full package of exterior flashings, including step flashings, formed drip edge flashings at eaves and rakes, and drip cap flashings where required (field review flashing requirements with architect at framing stage of project.) Provide full exterior sealants package, including caulking, adhesives, and other products.

Exterior Doors and Windows: Provide and install "Andersen" vinyl windows. Refer to drawings for layouts. All units with screens.

Exterior Doors: Provide and install 3/0x7/0 "Simpson" exterior insulated steel door units with half glass. Provide "Kawneer" glass double doors with sidelights at retail space entry. Provide "Overhead Door" "Thermacore Series" 10' wide x 8' tall overhead door at shipping area. All exterior doors to have closers.

Window Types:

All units - "Andersen" "100 Series" Casement units, with tempered glass

Type A:	#3050	(14 units)
Type B:	#2640	(7 units)
Type C:	#2040	(3 units)

New England Wagyu, Scope of Work, continued

Interior Door Schedule:

Door #7:	3/0 x 6/8 Rotary cut birch, solid core, with half glass.
Door #8:	3/0 x 6/8 Rotary cut birch, solid core, with half glass.
Door #9:	3/0x6/8 Fiberglass door, with half glass
Door #10:	3/0 x 6/8 Fire Rated door, with closer.
Door #11:	Existing opening / verify existing door(s) to remain
Door #12:	Double swing type 3/0x7/0 fiberglass doors, w/ vision panels
Door #13:	Double swing type 3/0x7/0 fiberglass doors, w/ vision panels
Door #14:	3/0x7/0 Birch, solid core, with closer.
Door #15:	3/0x7/0 Birch, solid core, with closer.
Door #16:	3/0 x 6/8 Rotary cut birch, solid core, with half glass.
Door #17:	3/0x7/0 Birch, solid core, with closer.
Door #18:	3/0 x 6/8 Rotary cut birch, solid core, w/ half glass/ side panel
Door #19:	Double swing type 3/0x7/0 fiberglass doors, w/ vision panels
Door #20:	Double swing type 3/0x7/0 fiberglass doors, w/ vision panels
Door #21:	3/6x7/0 Freezer door
Door #22:	3/6x7/0 Freezer door

Interior / Interior Finishes:

Provide all required labor and materials for complete, finished project (typical) including, but not limited to, blocking, framed stud walls at 16" o.c., door assemblies and other hardware, full fiberglass insulation package; vapor barriers; 5/8" type "X" sheetrock, window and door casings, full professional paint finish (typical) and other work. Interior walls and ceilings of production spaces to be fully covered with FRP panels, professionally fitted.

Insulation:

Provide R-21 fiberglass at exterior walls. Provide R-30 fiberglass at roof trusses. Provide 2" XPS foam below concrete floor slabs. Provide R-19 at interior walls.

New England Wagyu, *Scope of Work*, continued.

Interior Trim / wood casings:

Provide interior trim package for all non-production areas.
Prep and paint all interior doors and casings.

Scope of Work, by Room #:

Lobby #100 / Administration #101: Space at existing building to be renovated. Demo and remove existing interior partitions, toilet room, MEP, and other elements as required in preparation for new layout. Install new ceramic tile floor. Provide allowance for millwork at administration area (back and front wall countertops / work surfaces / built in cabinetry).

Canopy #103: Provide allowance for 14' x 5' wall hung "Sunbrella" fabric canopy with business logo / painted graphics. Provide 12' x 4' concrete pad @ retail entry.

Mechanical / Storage #104: Existing space to remain. Verify existing conditions.

USDA Representative #105: Existing space to be renovated. Slab floor. Install new "C" type window at existing building.

Kill Room #106: Existing space to remain. Provide allowance for MEP and other work as required. Field review existing conditions.

Cooler #107: Existing space to remain. Provide allowance for MEP and other work. Field review existing conditions.

Men's Toilet Room #108: Renovated space at existing building. Saw cut floor slab for plumbing as required. Provide complete ADA compliant toilet room with toilet and lavatory and accessories. Tile floor and base.

Women's Toilet Room #109: Renovated space at existing building. Saw cut floor slab for plumbing as required. Provide complete ADA compliant toilet room with toilet and lavatory and accessories. Tile floor and base.

New England Wagyu, Scope of Work, continued

Shower Room #110: Complete toilet room with roll in 3'x6' shower, toilet, and lavatory. Tile floor. Renovated space at existing building. Saw cut slab for plumbing as required.

Locker Room #111: Renovated space at existing building. Provide demolition of existing as required (typical) for new layout. Install new entry door. Provide allowance for steel lockers and tubular steel and wood bench bolted to slab floor.

Break Room #112: Renovated space at existing building. Remove existing walk-in freezer and prepare space for new layout. Install three new windows.

Porch #113: New 6' x 8' covered entry porch with concrete pad and pier base. Exposed roof framing painted at underside.

Cut Room #114: New space at addition. Attic trusses with HVAC air handler. Full FRP on walls and ceiling over 5/8" type "X" GWB fully painted. Radiant slab floor with non-slip finish. USDA approved lighting and MEP. Provide two hand sinks as shown on plan. Provide allowance for stainless steel tables and work stations. Installation of equipment to be done to USDA standards typical.

Packaging #115: New space at addition. Attic trusses with HVAC air handler. Full FRP on walls and ceiling over 5/8" type "X" GWB fully painted. Radiant slab floor with non-slip finish. USDA approved lighting and MEP. Provide two hand sinks as shown on plan. Provide allowance for stainless steel tables and work stations. Installation of equipment to be done to USDA standards typical.

Freezer #116: New 15'x18' inside dimension walk-in freezer at addition. Provide thermal break at radiant slab with no heat in slab at freezer area.

Shipping/ Receiving #117: Radiant slab floor. FRP over 5/8" GWB at walls and ceiling. Provide allowance for stainless steel benches and storage racks.

HVAC:

Provide ducted systems for heat and AC at all areas of building. Existing systems to remain where possible and are to be augmented / altered as required. The GC shall visit the site with the architect and the MEP contractor to determine final system configurations. Provide "Rex" radiant tubing at new floor slabs tied to existing or new propane fired circulating type high efficiency boiler. All work must conform to USDA standards for building use group / occupancy classification.

Plumbing: Provide all plumbing work required for complete project, including but not limited to; demolition and re-working of existing connections as required; rough and finish supply and drain waste piping for new toilets and shower room; hand sinks at cut room and packaging areas, and other work.

Electrical: Provide allowances for all required electrical work for project, including verification of existing system capacity; demolition of existing items to be removed / re-located; new interior and exterior rough and finish electrical including rough and finish wiring, boxes, devices, controls, lighting, fixtures, and other items and aspects. An electrical plan will be provided for lighting and switching layouts, and other information. Provide low voltage wiring systems with all components (wiring, back boxes, devices, cover plates, etc.) data, and telephone.

End of Scope of Work Document

Page #7 of 7

SUNBOW BUILDING CONTRACTORS INC.

SUNBOW

315 MARDEN RD.
WILTON, NH 03086
603-315-9290

PROPOSAL SUBMITTED TO:
Sam Rowse

sunbowdave@hotmail.com
DATE: 1/7/23

LOCATION: NE WAGYU CTR. BARNSTEAD, NH

DESCRIPTION: ADDITION AND RENOVATION

1. PERMITTING: All permits \$4,600.00
2. DEMOLITION: Relocation of all utilities affecting the new build out, (generator and all hvac components.) Remove existing shed structure, cut out two slabs and pour new slabs in different locations. Rebuild shed roof to cover hvac units, removal of siding, soffit and trim to accommodate new addition. Provide dust prevention as needed. \$26,500.00
3. Site prep: excavate and compact for new footings, compact all areas where needed, (footings, slab pads, and posts.) Install perimeter drains. Backfill with clean processed gravel and finish perimeter of foundation with stone and fabric as per specs. Finish and regrade surrounding area upon completion, provide and install gravel and loam/ seed as required. \$19,800.00
4. Concrete: All footings, foundation walls, slabs. Main slab to be poured over foam insulation with radiant tubing throughout designated areas as per plan. \$81,000.00
5. Concrete sealing: Antimicrobial cement sealer covering entire new slab. \$20,000.00
6. Framing: Main addition. Frame all walls and roof, install all windows and doors as per specs. Frame all walls within new addition. \$77,210.00
7. Roofing: install Grace Ice and Water Shield over entire roof, then Guard felt over the grace. Metal roofing to match existing. Price includes all flashings and caulking. \$36,000.00
8. Siding/soffit: install all exterior trim and soffit, install house wrap over entire addition, flash and seal around all windows and doors. \$28,700.00
9. Exterior doors and windows: provide and install all windows and doors as per specs. \$41,800.00

10. Interior doors: Provide and install interior doors as per drawing. Work includes the removal and replacement of existing interior doors. \$34,300.00
11. Interior demo.: remove interior walls as per print; demo bathroom and lobby, saw cut slab for plumbing drains and supplies. Demo all affected ceilings, (grid and acoustic tiles), and all old lighting. \$18,600.00
12. Interior finishes: Interior walls framed, insulated and 5/8" sheetrock. All painted surfaces to be finished with three coats of compound and frp walls and ceilings (cut, packing, shipping rooms) to have two coats. \$42,150.00
13. FRP: install panels to walls and ceiling in cut room, packing room and receiving area. \$16,000.00
14. Interior trim: install all window and door casings, prime and paint with two coats, all walls and woodwork. \$20,225.00
15. Demo existing freezer after new freezer is operational. Fill-in exterior wall \$3,500.00
16. Insulation: R-21 fibreglass in all exterior walls, R-30 to all ceiling areas and all 2x6 interior walls to be insulated with R-19. \$16,078.00
17. Plumbing rough and finish: rough-in seven sinks, three toilets, And 1 shower. Work to include any saw cutting to bring drainage over into new addition, all hot and cold supplies, all fixtures, valves, sinks, faucets, toilets, and shower unit with curtain. An additional hot water heater should be installed above ceiling for the four sinks in the production areas. An alternative would be the installation of "insta-hot" heaters beneath each sink \$38,500.00
18. Electrical/lighting: Supply and install new subpanel to service the new areas. Supply and install lighting in all areas affected, interior and exterior. All of the new construction and remodeled areas to receive outlets to code, dedicated outlets as required, or as needed. Exhaust fans provided in all baths, convenience outlets at every sink, all hvac requirements, all necessary equipment hook-ups. All refrigerated units in retail area to be wired. Low voltage terminated at both ends to be installed where needed and brought back to main switch. \$74,350.00
19. HVAC: new RTU supplied and installed to service the newly added areas, (cut, packing, and shipping rooms.) all supplies and returns to be properly balanced. \$19,500.00
20. Freezer: new Arctic walk-in freezer 15x18 installed complete. \$50,000.00
21. Flooring: all baths, break room, locker room, lobby, and retail. Ceramic tile with tile baseboard, capped with Schluter. \$27,250.00
22. Life safety: New fire panel, all horn strobes, strobes, pull stations exit and emergency lighting, and fire extinguishers supplied and installed as required. \$31,500.00

23. Radiant heating: install radiant tubing under new slab over 2" vapor barrier foam panels. Tubing to be tied into existing boiler and separately zoned.	
24. Millwork: lobby and administration desks.	\$9,800.00
25. Stainless steel tables, shelving, work station allowance for locker room, cut room, packaging, shipping roomns.	\$18,000.00
26. Misc.: shower surround, ada bath grab bars, tp and pt holders, mirrors, changing station, shower rod and curtain, blinds for break room and shower, steel lockers and wooden bolt down bench.	\$6,530.00
27. Front retail entry canopy: pour and finish concrete pad. Install fabric canopy 4'x12' over pad.	\$12,600.00
28. Porch: pour 6'x8' concrete pad with shed type roof leaving rafters exposed and painted.	\$3,800.00
29. Debris removal: dumpster fees	\$6,600.00
30. General clean-up: daily cleaning and dust control.	\$3,500.00

Total, all items above: \$788,393.00

New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

February 17, 2023

Via email only: newenglandwagyu@gmail.com
Sarah Osborne
536 S Barnstead Road
Center Barnstead, NH

Meat Processing Infrastructure Program

Dear Authorized Official:

We are pleased to inform you that your application for funding under the Meat Processing Infrastructure Program grant has been selected for an award.

The Local Butcher Processing, Freezer and Cooler Expansion (MPIP23-212) has been awarded grant funding up to \$59,473.

Please note that while you have been awarded a grant, several conditions must be met before your award is finalized and you can begin your project. **Please review the following terms carefully:**

- As the authorized official for this project, you must acknowledge receipt of this award letter and the funding requirements outlined below. Please return a fully executed copy of this letter to the grant administrator, Josh Marshall, at Joshua.k.marshall@agr.nh.gov with your project name and grant number referenced in the subject line by **4:00 PM on February 24th, 2023**.
- Your project is not eligible to begin until you receive a "Notice to Proceed" from NH DAMF.
- You must include your newly assigned grant number, **MPIP23-212**, on all correspondence with NH DAMF and/or your grant administrator.
- This grant award is contingent upon execution of a grant agreement between the grantee and NH DAMF, including all appropriate terms and conditions required to receive MPIP funding through the American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF). You will be required to provide a certificate of good standing from the New Hampshire Secretary of State (individuals contracting in their own name do not need a CGS), a certificate of insurance from your carrier demonstrating sufficient general liability (\$1,000,000 per occurrence and \$2,000,000 aggregate) and workers compensation coverage, and a certificate of authority that establishes that the signatory has the authority to bind your organization (individuals contracting in their own name do not need a CVA). We urge you to begin compiling these forms to avoid delay in receipt of your award.
- The grant agreements must then be submitted for approval to the Executive Council. We plan to present all grants to the Council at their April 12th, 2023,

meeting. This means that DAMF must receive the signed agreements and all of the aforementioned certificates by 4:00 PM on March 24th, 2023, for your program to be eligible for funding.

Please reach out to NH DAMF with any questions at (603) 271-3688. We look forward to the impact that your project will make on the meat processing industry in New Hampshire.



Shawn N. Jasper
Commissioner

Acknowledgement of Receipt and Award Acceptance:

I accept the award offer on behalf of Project []

I decline the award offer on behalf of Project []

Signature:

I am the Authorized Official for the above-referenced project:
(project name) The Local Butcher Processing, Freezer and Cooler Expansion
(grant #) MPIP23-212 and acknowledge the requirements of the NH DAMF award as identified above:

New England Wagyu, LLC DBA The Local Butcher
Organization/Business Name

Sarah Osborne
Signature of Authorized Official

02/23/2023
Date Signed

Sarah k. Osborne
Printed Name of Authorized Official

APPROVED
JM

4/19/23

4/19/2023

Joshua Marshall
Dept of Agriculture Markets & Food
P.O Box 2042
Concord, NH 03302

Dear Mr. Marshall:

Due to receiving a partial amount of the funding originally requested for cooler updates, freezer expansion, and processing room expansion we are unable to move forward with the full extent of our originally proposed construction project at this time. However, we at New England Wagyu believe that we can still make labor saving improvements to the Local Butcher Facility that would benefit the Meat and Poultry Industry in New Hampshire.

The Local Butcher Facility is not just lacking in size and storage, it is also operating with equipment that was purchased used by the original owners in 2013. We experience consistent loss of productivity due to equipment failure or malfunction. Extensive labor costs are spent on equipment repairs instead of production.

In our original grant proposal, we stated that there would be three phases to the updates and expansion project. Phase one was the renovation and addition, phase two was the purchase of new equipment and phase three was the fresh/frozen retail licensing. The slaughter floor updates listed below would be part of phase one for the project and the equipment listed below would be part of phase two.

We hope that in the future we can work with the New Hampshire Department of Agriculture Markets and Food to circle back to phase one and the completion of the other projects. At this time we have completed part of phase three in obtaining our Sale of Frozen Meats Class G license and are offering products to the public for purchase out of a small stand up retail freezer in the office.

The ability to shift the grant funding towards updating old equipment and bringing in new pieces of equipment to allow for better workflow and increased production would be highly beneficial to the New Hampshire Meat and Poultry industry.

We would like to propose the purchase of the following:

Slaughter Floor Improvements - Price TBD - Meeting with contractor 4/20/2023

Install air conditioning/cooling unit and ventilation piping for fixed vent in slaughter room. There is currently no cooling system on the slaughter floor. During the summer months it becomes unbearably hot, creating a poor working environment for the employees and poor conditions for carcasses. We currently use a vinegar-based acid wash on our slaughter floor to cut down potential for pathogen growth on carcasses before they are moved to the cooler. When vinegar

is applied to a hot carcass then placed into our coolers, vinegar-based steam is vented through the cooling units and fins become corroded. By adding a cooling unit and better ventilation on the slaughter floor and we can provide a healthier work environment allowing for less employee fatigue, cut down on pathogen growth that could occur on the carcass, and cut down on the steam entering the cooler.

Biro AMFG-48-II Mixer Grinder = \$22,000.00

Our grinder has become increasingly problematic, it has started shorting out and not functioning properly. We had an electrician come work on it and they couldn't pinpoint an exact issue. We took all the controls apart, cleaned all the corrosion off, re-soldered all connections. Once we completed all the repair work, the motor started to go, we simply cannot operate without a properly functioning mixer grinder.

VacMaster VP800 Commercial Double Chamber Vacuum Sealer- \$16,829.00

Our vacuum sealer does not always seal packages, burning and tearing the packages requiring multiple items to be re-packaged daily and often resulting in unsealed packages upon thawing by the consumer. Our current machine requires weekly maintenance for parts that are failing. The new machine is an improved design that does not have the cut wires to trim packages, thus no more issues with the integrity of our vacuum sealing, providing the best product possible with the better shelf life.

Scale and Label Printer – Price TBD meeting 4/28/23 with Sales Rep, at minimum \$15,000.

Our scales freeze multiples times per day, requiring restarting and down production time. They also have frequent printing issues and are extremely outdated, so much so that I cannot provide a breakdown for our customers of their cuts and grind. We would need to pull the information manually from scale and hand write every item. Which we have had to do when customers question their product totals. The system we are looking to purchase is a fully integrated system from slaughter to processing that will allow us to provide our customers with a full list of cuts/products that were produced from their animal.

Sirman 40153006na Sausage Stuffer - \$4,500.00

Our customers were begging us to bring back links for sausage products, which the previous owners had discontinued. We decided to bring them back but do see why it makes things much more difficult. When making links off the grinder it ties up the grinder for making bulk burger, slowing down production significantly, in addition to requiring a washdown every time sausage is made in order to switch back to bulk packaging. This new unit is a tabletop unit that we can move around as not to take up production space in our small facility when we need it. Adding

these specialty product back into production allows for the meat and poultry industry in New Hampshire to better serve its consumers.

Patt-O-Matic Burger PS21 - \$12,595.00

Our customers were also begging us to bring back burger patties, however our patty maker has proven to make less than desirable patties, they are very loose, square and do not hold their shape. This does not benefit the meat and poultry industry when consumers will not purchase the product as it is less than desirable. In addition, the current burger patty maker has to be hooked up to the existing grinder which ties the grinder up and requires washdowns after sausage patties are made. This new unit is a tabletop unit that we can move around so as not to take up production space in our small facility when we need it.

At this time, we plan to expend funds Vac Master VP800 Vacuum Sealer in the amount of \$8,920.95 totaling the 15% cost share for the grant. I understand that some of my pricing is not finalized, however I wanted to get this over to you for approval ASAP so that I may move forward with our 15% cost share and have it be within the guidelines of the approval and equipment use eligible. I will send over more specific pricing once we have a quote for the slaughter floor work and the scales and labeling.

Respectfully,



Sarah Osborne

New Hampshire
Department of Agriculture,
Markets & Food



Meat Processing Infrastructure Program
Request for Proposals (RFP)

1. Grant Summary

1.1 Overview

The Meat Processing Infrastructure Program (MPIP) is administered by the New Hampshire Department of Agriculture, Markets & Food (DAMF).

The grant provides funding for infrastructure investments for local farmers and meat and poultry processing facilities to increase capacity and efficiencies of the meat and poultry processing industry within the state. The goal of the grant program is to alleviate impacts of COVID-19 on the local meat and poultry processing industry by supporting increased capacity, labor saving efficiencies, and encouraging value-added products through capital investments and other related infrastructure improvements.

1.2 Funding availability

MPIP will award up to \$750,000 through a competitive review process. The maximum individual grant award will be \$200,000 and the minimum will be \$1,000. There will be one round of funding.

1.3 How to apply

This request for proposals will be released on December 1, 2022. A question period for the RFP will be open until December 22, 2022. Responses to those questions will be posted by January 5, 2023. All applications must be electronically submitted by **4:00 pm on January 27, 2023** using the application template provided [here](#) (fillable pdf) or [here](#) (word). Award notifications will be made no later than February 17, 2023.

Additionally, four (4) printed copies of the application must be received in our office no later than 4:00 pm on January 30, 2023.

Mail to:

Meat Processing Infrastructure Program
NH Dept. of Agriculture, Markets & Food
PO Box 2042
Concord, NH 03302-2042

Or deliver to:
Meat Processing Infrastructure Program
NH Dept. of Agriculture, Markets & Food
25 Capitol St. (Second Floor)
Concord, NH 03301

1.4 Inquiries

All inquiries concerning the RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via email to the following RFP designated Point of Contact:

Josh Marshall, Director, Division of Agricultural Development
New Hampshire Department of Agriculture, Markets, & Food
Joshua.k.marshall@agr.nh.gov

Inquiries must be received no later than December 22, 2022. The subject of the email should state the following: MPIP RFP 2022.

2. Grant Eligibility

To be eligible for funding, applicants and projects must meet the following minimum requirements:

2.1 Eligible applicants

2.1.1 Applicants must:

- Be a new or existing New Hampshire based meat processing facility, farm, or business that provides slaughter, processing, or custom butchering services.
- Be in good standing with the State of New Hampshire.

2.1.2 Examples of applicants:

- USDA Inspected Meat or Poultry Processing Facility
- Custom Exempt Meat or Poultry Processing Facility
- Custom Butcher Facility

2.2 Eligible projects

2.2.1 Projects must:

- Utilize grant funds primarily to improve efficiency and/or capacity for meat and poultry processing in New Hampshire.
- Not begin before grant agreement is signed by all parties and has reached its start date.
- Be proposed and reasonably expected to be completed within 12 months of Governor and Executive Council approval. Any extension due to unforeseen circumstances must be approved by DAMF and the Governor and Executive Council.

2.2.2 Project examples include, but are not limited to:

- Purchase and installation of equipment such as
 - Band saw
 - Convection oven
 - Skinning machine
 - Smokehouse
 - Mixer grinder
 - Vacuum packaging equipment
 - Walk-in cooler
 - Livestock slaughter equipment
 - Livestock handling equipment (to accommodate holding a larger number of animals in a humane manner)
- Purchase of mobile processing units designed for either poultry or beef
- Purchase and installation of equipment or physical improvements to a processing facility to reduce food safety risks

2.3 Ineligible projects

2.3.1 Ineligible project examples include, but are not limited to:

- Expenditures incurred before the grant agreement is signed by all parties
- Land purchases
- Owner or employee wages and benefits
- Construction or expansion of a restaurant or grocery store
- Advertising and public relations costs

2.4 Matching Funds

The MPIP features a matching funds component, whereby applicants will contribute 15% of the total project costs. Other state or federal grant funds cannot be used as matching funds. The 15% matching funds can be sourced through financing.

3. Application Review Process

3.1 Review Process

All eligible applications will be reviewed by a diverse selection committee including DAMF staff. Recipients will be chosen on the merits of the project as put forth in the application. Selection will be determined as funding allows, based on how well the application meets the following:

- Does the application meet all the submission requirements?
- Does the project increase capacity and/or efficiencies of the meat and poultry processing industry within the state?
- Does the application have a well-constructed budget to show in the highest detail possible how funds are to be expended and meet the 15% matching fund requirement?

Applications will be scored using a prepared score sheet that assigns points to various categories as follows, with a maximum score of 100 points:

<u>Score sheet</u>	<u>Max points</u>
Application meets submission requirements	20
Clearly stated support of MPIP goal	30
Clear and concise budget	20
Demonstrates value to NH meat and/or poultry processing industry	30

Awards will be made within the constraint of available funds; consequently, awards may not be made to all qualifying proposals. In addition, DAMF reserves the right to make partial awards and/or award grants to lower-ranked proposal(s) if there are insufficient funds remaining to award the amount requested in a higher-ranked proposal.

The Commissioner of DAMF will review the committee recommendations and be responsible for final award decisions. DAMF shall submit grant agreements to the Governor and Executive Council for approval.

3.2 Rights of the Agency in Accepting and Evaluating Proposals

DAMF reserves the right to:

- Make independent investigation in evaluating proposals;
- Request additional information to clarify elements of a proposal;
- Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- Omit any planned evaluation step if, in the agency's view, the step is not needed; and
- At its sole discretion, reject any and all proposals at any time

4. Application Format

4.1 Contact information

4.1.1 Applicant information

- Point of contact name
- Point of contact telephone
- Point of contact email
- Business/organization name
- Business/organization mailing address
- Business/organization county
- Business/organization telephone

4.1.2 Authorized representative (AR)

Person authorized to sign contracts on behalf of business/organization (If different from above please provide the following)

- AR name
- AR title
- AR telephone
- AR email

4.2 Project summary

4.2.1 Grant request

- Project name
- Total project cost
- Matching funds
- Grant request
- Expected project start date
- Expected project end date

4.2.2 Project description

Provide a brief description of your project outlining what you plan to purchase and why. How will your project support the goals of increased capacity, supporting labor saving efficiencies, and/or encouraging value-added products in New Hampshire's meat and poultry processing industry?

4.2.3 Business/organization description

Provide a brief description of your business/organization and its role in the meat or poultry processing industry in New Hampshire.

4.3 Budget

- Budget summary
- Equipment
- Supplies
- Contractual

5. Disbursement of Funds

Award recipients will be required to sign an official State of New Hampshire agreement with DAMF indicating their commitment and responsibilities toward completing their MPIP project in a manner consistent with State of New Hampshire policies and all applicable state and federal laws and regulations. Recipient businesses must be registered as a vendor with the NH Secretary of State before final approval can take place. DAMF is authorized to view all project details and documentation to certify the project as complete. Disbursement will issue after awardee submission of invoices and supporting documentation for all equipment, supplies, and/or contractual work completed as approved by DAMF.

6. Reporting

Upon completion of MPIP project, awardee will submit a written final report to DAMF describing the project results and how funding through MPIP supported increased capacity, labor saving efficiencies, and/or encouraged value-added products.

7. Terms and Conditions

7.1 Amendment or cancellation of RFP

This RFP does not constitute an offer. DAMF reserves the right to amend or cancel this RFP at any time.

7.2 Public disclosure

By submitting a proposal, the proposer acknowledges that DAMF is subject to the Right-to-Know Law, RSA Chapter 91-A. Accordingly, information submitted as part of a proposal may be subject to public disclosure unless otherwise exempt. Information relating to grant applications or proposals shall remain confidential until the grant agreement is approved by the Governor and Executive Council, or, if the grant contract does not require approval from the Governor and Executive Council, until the effective date of the grant agreement. RSA 91-A; RSA 21-G:37, VII.

Business financial information, confidential information, such as personally identifiable information, proprietary information such as trade secrets, financial models and forecasts, and proprietary formulas, are categories of information that may be exempt from public disclosure. RSA 91-A:5, IV. If any part of its proposal contains information that a proposer asserts is exempt from public disclosure, the proposer must specifically identify all relevant text as confidential.

7.3 Grant terms and award

Any grant awarded as a result of this RFP process is contingent upon approval of the agreement by Governor and Executive Council of the State of New Hampshire upon continued appropriation of funding. Subsequent amendments to the grant agreement are subject to approval by DAMF and the Governor and Executive Council.