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New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

August 22, 2019

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

REQUESTED ACTION

Authorize the New Hampshire Department of Agriculture, Markets & Food, Division of Pesticide Control to grant funds and enter into a Cooperative Project Agreement, in the amount of \$20,550.00, with the Rockingham County Conservation District, vendor #154584, for the advancement of agricultural research and to assist in the promotion of Integrated Pest Management practices in New Hampshire, for the period from Governor and Council approval through May 31, 2020. 100% Other Funds.

Funds to support this request are anticipated to be available in the following account in FY 2020 upon the availability and continued appropriation of funds in the future operating budget. Funding is available in account as follows: **02-18-18-183010-21820000 INTEGRATED PEST MANAGEMENT**

OBJECT

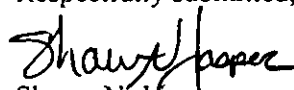
<u>CLASS</u>	<u>ACCOUNT</u>	<u>FY 2020</u>
075-500590	Grants and Subsidies	\$20,550

EXPLANATION

The New Hampshire Department of Agriculture, Markets and Food (NHDAMF), Division of Pesticide Control in fulfilling its responsibilities under the Integrated Pest Management (IPM) Program, RSA 430:50; to promote the principles of IPM and assist New Hampshire citizens to advance the practice of such principles, has reviewed the project, "*Odiorne Point State Parke Habitat Restoration, 2019*", and finds it exemplifies good practices associated with Integrated Pest Management. The research and educational aspects associated with this project and the efforts of the Rockingham County Conservation District will identify methods to manage invasive plants in state parks. Experience and results of this project serve the benefit of all citizens of New Hampshire. The attachment includes a summary of the project and the dollar amount associated with each component.

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

Respectfully submitted,


Shawn N. Jasper
Commissioner

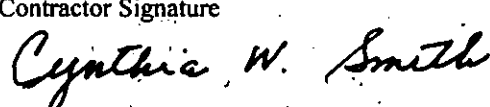
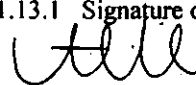
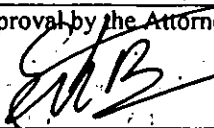
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Agriculture, Markets & Food		1.2 State Agency Address PO Box 2042, Concord, NH 03302	
1.3 Contractor Name Rockingham County Conservation District		1.4 Contractor Address 110 North Road Brentwood, NH 03833	
1.5 Contractor Phone Number (603) 679-2790	1.6 Account Number 21820000	1.7 Completion Date May 31, 2020	1.8 Price Limitation \$20,550
1.9 Contracting Officer for State Agency David J. Rousseau		1.10 State Agency Telephone Number 271-3640	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Cynthia Smith, Chair	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>7/25/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Anna French, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Shawn N. Jasper, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>10/24/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated 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 Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor 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 Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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, papers, and documents, all whether finished or unfinished.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination; a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

17. 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 given in blocks 1.2 and 1.4, herein.

18. 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 Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws 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 wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. 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.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. 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.

**Exhibit A
Services**

Rockingham County Conservation District will conduct the project, as described in Exhibit D, *Odiorne Point State Park Habitat Restoration 2019* and further the principles and practice of Integrated Pest Management.

Rockingham County Conservation District shall submit a final narrative no more than 30 (thirty) days following the completion date of the project.

The final narrative shall include:

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

Exhibit B

Grant Amount, Method of Payment, and Payment Terms

Payment of this grant will be made in the entire sum of \$20,550.00. The New Hampshire Department of Agriculture, Markets & Food will process the payment request through the accounting system and mail the check directly to the grantee; which could take up to thirty (30) days. Payment is to be made for items described in original Integrated Pest Management Project Proposal, Rockingham County Conservation District Itemized Budget.

Total payments under this project shall not exceed \$20,550.00 for the period ending May 31, 2020.

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

**Exhibit C
Insurance Provision**

Attachment.

**Exhibit D
Project Proposal**

Attachment.

Certificate of Authority

I, Joanna Pellerin, Secretary, of the Rockingham County Conservation District do hereby certify that:

1. Cynthia Smith is the duly elected Chairman;
2. the Rockingham County Conservation District has agreed to accept funds and to enter into a contract with the State of New Hampshire, Department of Agriculture, Markets & Food;
3. the Rockingham County Conservation District further authorizes the Chairman to execute any documents which may be necessary for this contract;
4. this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
5. the following person has been appointed to and now occupies the office indicated in (3) above:

Cynthia Smith,

Chairman

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham County Conservation District on this 25 day of July, 2019.


Joanna Pellerin

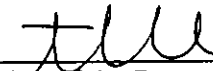
Secretary

Printed Name: JOANNA PELLERIN

**State of New Hampshire
County of Rockingham**

On this 25 day of JULY, 2019, before me Anna French the undersigned officer, personally appeared JOANNA PELLERIN who acknowledged him/herself to be the SECRETARY of the Organization being authorized so to do, executed the forgoing instrument for the purpose therein contained.

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



Justice of the Peace/Notary Public

Commission Expiration Date: 5/16/23

(Seal)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY):

7/24/2018

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: Cross Insurance-Meredith 45 NH Route 25 Meredith NH 03253 INSURED Rockingham County Conservation District 110 North Road Brentwood NH 03833-6614	CONTACT NAME: Lynn McGreer PHONE (A/C, No, Ext): (603) 279-8122 FAX (A/C, No): (603) 279-8876 E-MAIL ADDRESS: lmcgreer@crossagency.com INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Ins Co NAIC # 24082 INSURER B: Safety Insurance Co 39454 INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES

CERTIFICATE NUMBER: 18/19 GL

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 INSD. Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GENL AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	BKS (19) 57752315	7/8/2018	7/8/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOB AGG \$ 2,000,000 Employee Benefits \$ 100,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS Hired AUTOS X NON-OWNED AUTOS		CRH 6235245 03	8/26/2018	8/26/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$		XKS (19) 57752315	7/8/2018	7/8/2019	EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE 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 is added as an Additional Insured under the Commercial General Liability policy when required by written contract.

CERTIFICATE HOLDER

NH State Conservation Committee
 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

Lynn McGreer/LMG



IPM GRANT APPLICATION



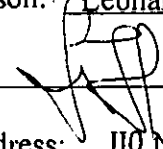
The following is the official application for requesting Integrated Pest Management Program grant funds. Proposals must be typed and submissions made on this form with additional attachments provided if necessary. Deliver four (4) copies to the Division of Pesticide Control. Provide a complete list of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

The New Hampshire IPM Grant Fund is limited. Rewards are considered to those whose proposals most represent the intention and spirit of the IPM Program and whose applications are received the soonest. Applications should be submitted to the Division of Pesticide Control no later than November 1. Be advised that complete processing time may exceed 90 days. Those persons whose projects are selected to receive grant money will be required to complete a grant agreement before any distribution of funds. The grant agreement must include a complete, detailed, and itemized budget.

Project Title: Odjorne Point State Park Habitat Restoration 2019

Applicant's Organization: Rockingham County Conservation District

Contact Person: Leonard Lord, District Manager

Signature: 

Mailing Address: 110 North Rd

City: Epping State: NH Zip: 03833

Telephone: day 603-679-2790 evening cell: 603-312-0236 any time

fax 603-679-2860 email Lenny.L@RockinghamCCD.org

Starting and Ending Dates: April 1, 2019 - December 31, 2019

Grant Amount Requested: \$20,550

ROCKINGHAM COUNTY CONSERVATION DISTRICT
IPM GRANT APPLICATION 2019

ODIORNE POINT STATE PARK
HABITAT RESTORATION 2019

Contact: Leonard Lord, PhD, Vegetation Ecologist/District Manager

Signature: _____

Mailing Address: RCCD, 110 North Rd, Brentwood, NH 03833

Telephone: 603-679-2790

Starting and Ending Dates: April 1, 2019- December 31, 2019

Grant Amount Requested: \$20,550



2018 Treatment of Oriental bittersweet at Odiorne Point State Park

I. Itemized Budget

Task	Staff	Supplies	Mileage	Total
Coordination & planning	\$1,000.00	\$0.00	\$200.00	\$1,200.00
Invasive species removals	\$12,000.00	\$1,500.00	\$500.00	\$14,000.00
Seeding/planting	\$1,000.00	\$1,000.00	\$200.00	\$2,200.00
Outreach & IPM brochure	\$2,000.00	\$1,000.00	\$150.00	\$3,150.00
Project evaluation & reporting, DAMF special permit reporting	\$700.00	\$0.00	\$50.00	\$750.00
TOTAL	\$16,700.00	\$2,500.00	\$1,100.00	\$20,550.00

II. Project Goals

The goals of this project are: 1) to use IPM techniques refined from nearly ten years of work at Odiorne Point State Park to initiate habitat restoration on 9 new acres adjacent to sensitive areas; and 2) to provide targeted follow-up work where it is most needed within 121 acres of the park where restoration work has already been initiated.

New restoration initiatives are shown on the attached *Existing and Proposed Odiorne Point State Park Restoration Partnership 2009-2019* in brown as "2019 Proposed". These areas are adjacent to, and provide protection for, lyre-tipped spreadwing habitat (Field 19) and rare Coastal Salt Pond marsh habitat. Both of these habitats are in danger from invasive European and glossy buckthorn, which produce secondary compounds (emodin) that have been shown to inhibit amphibian larval development (Sacerdote, A.B., and R.B. King. (2014). Direct effects of an invasive european buckthorn metabolite on embryo survival and development in *Xenopus laevis* and *Pseudacris triseriata*. Journal of Herpetology, Vol. 48:1)

Targeted follow-up work would be prioritized based on ecological significance and cost/benefit considerations. Highest on the priority list for follow-up would be the 4.5 acre historic bunker ("Battery Seaman", Field 9 on the attached map) that, in the past, served as a hibernaculum for the federally threatened northern long-eared bat (*Myotis septentrionalis*) and state endangered little brown bat (*Myotis lucifugus*) and for which restoration work was funded by an IPM grant in 2018. In addition to the bunker (Field 9), follow-up work will be most focused on limited areas where restoration work was initiated in 2016 or prior, as depicted on the attached map *Existing and Proposed Odiorne Point State Park Restoration Partnership 2009-2019*. Additional funding for both new and follow-up work is being sought. Grant funding has not been secured but the NH Department of Natural and Cultural Resources (DNCR) has contracted with RCCD to provide up to \$9,000 to cover mechanical removals (excavator with boom mounted mulching drum mower) within the proposed 9 acres of new restoration.

III. Project Objectives

We will use IPM techniques including cutting, mowing, herbicide applications to individual stems, foliar herbicide applications, as well as seeding and/or planting with native vegetation to achieve the goals of this project. We will consider the life cycles of the invasive species (e.g., time of susceptibility and time of seed production) in conjunction with the life cycles of non-

target vegetation and wildlife species to maximize positive benefits while minimizing environmental impacts. We will consider not only herbicide impacts, but the impacts and types of planted species on the native vegetation and wildlife. Expected positive benefits include improving habitat for wildlife, including a number of rare plant, animal, and insect species while reducing seed sources that otherwise would be likely to reinvade sensitive habitats that have recently been restored at the park. Follow-up work specifically related to the Battery Seaman restoration that received initial IPM funding in 2018 includes restoration of native vegetation that will provide better flight and/or travel corridors and roosting sites and may also positively influence native insect populations that support bats.

IV. Economic and Environmental Impact

This project will have positive economic and environmental impacts. It will provide improved educational opportunities and aesthetics of the park, provide positive impacts to wildlife and wildlife habitat, including the Federally threatened Northern long-eared bat, and prevent losses of resources already invested in neighboring restored habitats by reducing the availability and dispersal of invasive seeds.

V. Accomplishment of Goals

- a. Coordinate with stakeholders including NH Fish and Game and US Fish and Wildlife experts, NH Department of Natural and Cultural Resources personnel, and the NH Department of Agriculture, Markets and Foods Invasive Species Coordinator.
- b. Perform invasive mechanical and invasive species removals using IPM techniques.
- c. Plant and seed all treated areas except where nearby mature native species appear to provide adequate seed sources.
- d. Prepare at least one press release about the project; provide tours of the project to school groups and other interested groups. Include the project in any presentations to professional organizations, the Odiorne Resource Management Committee, town boards, or other interested parties.

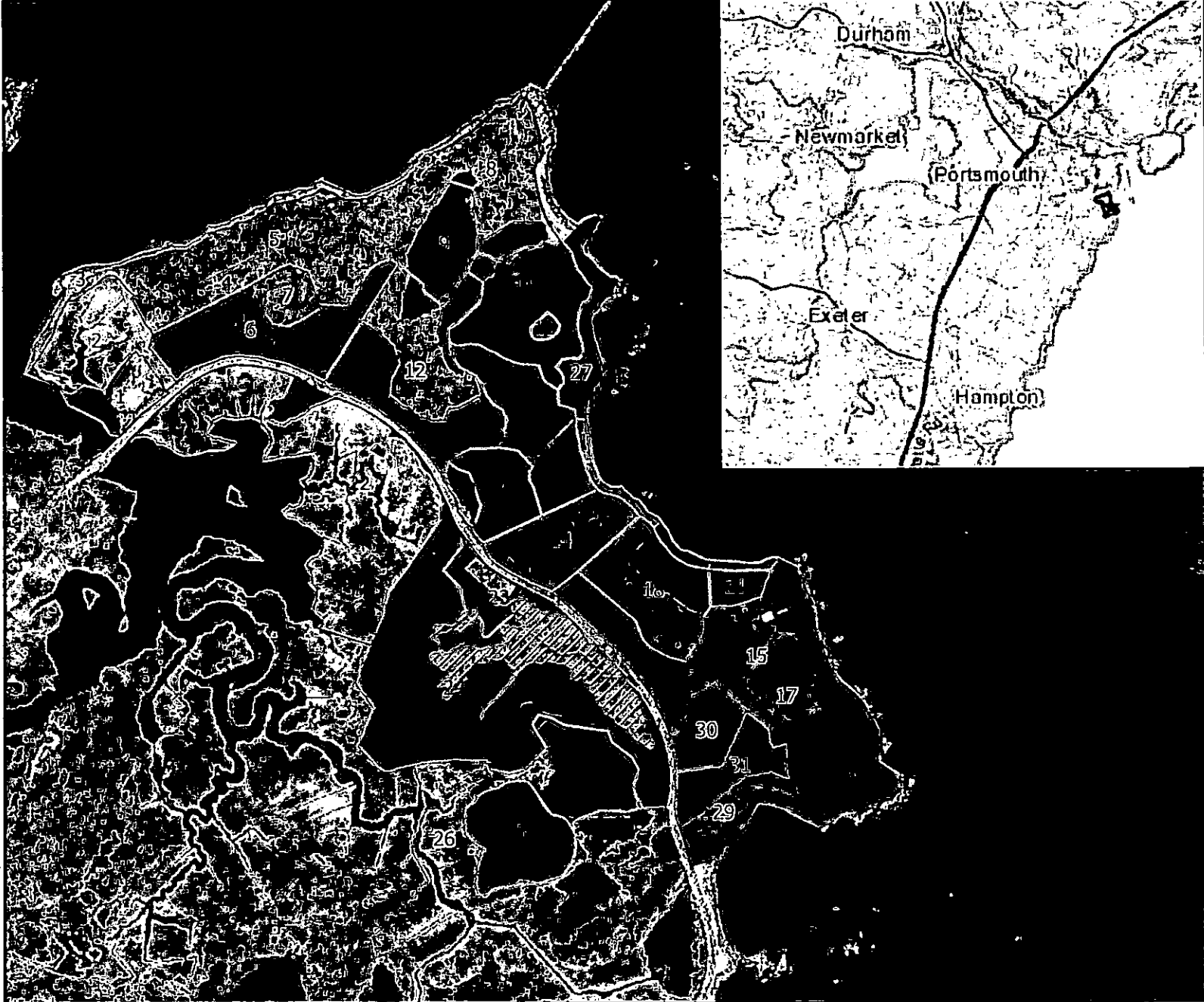
VI. Sampling Methods and Evaluation

Long term monitoring will be completed by comparing detailed baseline vegetation mapping with native vegetation as it becomes established. Some baseline mapping was already completed by the RCCD in 2012 as part of the 2010 Invasive Plant Management Plan Addendum. The RCCD in partnership with the NH Department of Natural and Cultural Resources has been working on habitat restoration in the park since 2009, with the expectation that we will be involved well into the future until all native plant habitats have been restored and stabilized.

VII. Sharing of Results

An informative brochure will be prepared for park-users describing the work we are doing and the principles of IPM. In addition, the RCCD does multiple presentations annually to professional groups and town boards and will include updates on the work proposed in this application. Recent presentations include the Nature Groupie Invasives Academy held at Odiorne Point State Park in 2018, as well as presentations to the NH Landscapers Association, NH Association of Natural Resource Scientists, and Derry Go Green. Our work from the proposed project will be shared as part of these types of presentations. We also do tours with school groups and others, including groups of working volunteers to show them how their work has positive impacts.

Existing and Proposed Odiorne Point State Park Restoration Partnership 2009-2019



Parcel #	Acres	Description
1-	2.0	Moist Coastal Forest
2-	6.0	Salt Marsh
3-	3.8	Beach & Dune
4-	1.3	Shrubland
5-	14.6	Moist Coastal Forest
6-	8.5	Shrubland
7-	1.9	Plotting Room
8-	10.1	Dry Coastal Forest
9-	4.0	Battery Seaman
10-	8.5	Barrier Wetland
11-	0.4	Coastal Rocky Headland
12-	13.1	Maritime Shrubland
13-	7.1	Moist Coastal Forest
14-	5.7	Maritime Shrubland
15-	21.1	Recreation Land
17-	2.8	Maritime Shrubland
18-	7.2	Maritime Shrubland
19-	0.8	Freshwater Pond
20-	3.7	Maritime Shrub Swamp
21-	1.3	Maritime Shrubland
22-	23.3	Salt Marsh
23-	4.8	Recreation Land
24-	26.3	Moist Coastal Forest
25-	5.1	Rocky Headland
26-	26.2	Salt Marsh
27-	5.2	Beach & Dune
29-	1.3	Barrier Wetland
30-	3.0	Moist Coastal Forest
31-	3.5	Dry Coastal Forest

Year of Phase Initiation

- 2019 Proposed (9.0 ac)
- 2018 Woody Invasives (50.5 ac)
- 2018 Phragmites (1.4 ac)
- 2017 (6.8 ac)
- 2016 (22.7 ac)
- 2015 (2.8 ac)
- 2012 (13.7 ac)
- 2010 (28.0 ac)
- 2009 (3.6 ac)

0 0.15 0.3 0.6 Miles

Map compiled by the Rockingham County Conservation District September, 2018.

