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New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

August 2, 2021

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 contract, in the amount of \$22,340 with the Rockingham County Conservation District, vendor #154584, for Supporting Department of Public Works Awareness of Management Options to Reduce Invasive Plant Distribution in New Hampshire, effective upon Governor and Council approval through December 31, 2022. 100% Other Funds.

Funding is available for FY 2022 in account, Integrated Pest Management, as follows:
02-18-18-183010-21820000 INTEGRATED PEST MANAGEMENT

OBJECT

<u>CLASS</u>	<u>ACCOUNT</u>	<u>FY 2022</u>	<u>Total</u>
075-500590	Grants and Subsidies	\$22,340	\$22,340

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, "*Supporting Department of Public Works Awareness of Management Options to Reduce Invasive Plant Distribution on Municipal Working Lands*", 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 upland invasive vegetation on municipal properties. 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.

Respectfully submitted,



Shawn N. Jasper
Commissioner

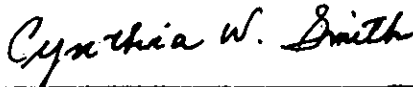

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 25 Capitol Street, PO Box 2042 Concord, NH 03302-2042	
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 December 31, 2022	1.8 Price Limitation \$22,340
1.9 Contracting Officer for State Agency David J. Rousseau		1.10 State Agency Telephone Number 603-271-3640	
1.11 Contractor Signature  Date: 5-27-21		1.12 Name and Title of Contractor Signatory Cynthia Smith, Vice Chair	
1.13 State Agency Signature  Date: 8/30/21		1.14 Name and Title of State Agency Signatory Shawn N. Jasper, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: /s/ Stacie M. Maasen On: September 10, 2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Exhibit A
Special Provisions

Attachment - Insurance.

Exhibit B
Scope of Service

Rockingham County Conservation District will conduct the project, as described in Exhibit D, *Supporting Department of Public Works Awareness of Management Options to Reduce Invasive Plant Distribution* 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 C
Contract Price

Payment of this grant will be made in the entire sum of \$22,340.00. 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 \$22,340.00 for the period ending December 31, 2022.

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

Exhibit D
Project Proposal

Attachment.

Contractor Initials CWS
Date 9-1-21

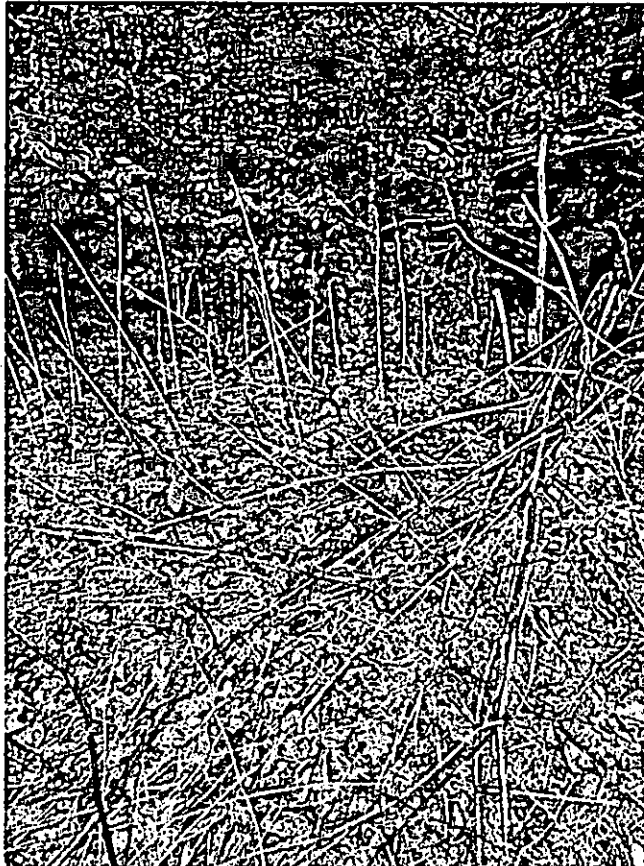
ROCKINGHAM COUNTY CONSERVATION DISTRICT
IPM GRANT APPLICATION 2021

SUPPORTING DEPARTMENT OF PUBLIC WORKS AWARENESS OF MANAGEMENT OPTIONS
TO REDUCE INVASIVE PLANT DISTRIBUTION
MUNICIPAL WORKING LANDS

Contact: Vicky Nelson, District Manager

Signature: _____

Project Contact: Tracy Degnan, Senior Project Manager
Mailing Address: RCCD, 110 North Rd, Brentwood, NH 03833
Telephone: 603-679-2790
Starting and Ending Dates: July 1, 2021- December 31, 2022
Grant Amount Requested: \$22,340



Common milkweed growing in a previously treated stand of Japanese knotweed
at the Fremont Town Shed, August, 2020.

I. Itemized Budget

Task	Staff	Supplies	Mileage	Total
<p>A. Coordination and Planning – with existing communities interested in pursuing additional IPM education and practices. Coordination and meetings with local Public Works staff to review existing conditions on municipally owned and previously managed sites. For up to 1/2 of the existing and interested communities, review and determine another municipal site or managed land that would best be suited for a different IPM practice. Compile new IPM maps for all sites. Complete all required Special Permits to be able to offer a third invasive (at least) species control application at the existing municipal sites, and complete reporting as required. Continued project planning, coordination, and updates.</p>	\$7,380.00		\$200.00	\$7,580.0
<p>B. B. Development of outreach materials to include invasive plant Identification and IPM techniques to provide to Public Works staff. Offer ecologically relevant information with regard to when/where a Special Permit application may be necessary, and provide on-site review of invasive plants for at least ½ of the existing communities. Additional information with regard to available tools to assist in determining if a Special Permit may be needed will be provided. An on-site review with municipal public works staff of newly implemented IPM strategies will take place for at least ½ of the existing communities. Materials for a regional NHDPW training session in conjunction with the T2 Center at UNH will be prepared and delivered. Complete final reporting.</p>	\$5,760.00	\$200.00	\$150.00	\$6,110.0

C. At least a third invasive species control application will be offered (as permitted) to the existing 8 communities, and at least ½ of the existing communities will have a different IPM practice completed. This additional IPM practice will target Japanese knotweed, where possible, at either the existing site or another appropriate municipal land or managed area.	\$7,400.00	\$1,000.00	\$250.00	\$8,650.0
TOTAL	\$20,540.00	\$1,200.00	\$600.00	\$22,340.00

II. Project Goals

The goal of this project is to use IPM techniques to reduce the spread of invasive plants from municipal working lands that have been previously targeted by the District through IPM funds from 2018 – 2020. These lands have included stump dumps, fill stockpiles, transfer stations, and town sheds. We continue to plan municipal outreach sessions for each community to recommend Best Management Practices (BMPs) for the sites, and potentially other nearby areas to help reduce the spread of invasive vegetation, particularly that of Japanese knotweed. Waterproof banners/posters highlighting BMPs for Japanese knotweed are also being prepared for distribution to each community, and will be made available for town websites. The current project aims to provide additional educational resources and support to the communities that have been engaged in this project, especially those communities willing to initiate additional IPM practices to control invasive species. This project also includes directed outreach to municipal Department of Public Works staff, likely at a regional training session on invasive plants and IPM techniques, to be held in conjunction with the T2 center at UNH. This project includes implementing different IPM strategies to control invasive species on town properties, and in some cases may involve other IPM techniques for managed areas including town rights of way.

III. Project Objectives

The District will work with Public Works staff from the communities that have continued with RCCD on the previous IPM funded work, and that continue to have problems with invasive species on their working or town lands. At least one-half of those participating communities showing interest in furthering IPM options to control invasive species will receive an additional IPM techniques on the existing municipal land, or an additional municipal or town managed property. Continued invasive plant control where it has already been completed will be offered for at least one more year. The District will involve municipal staff in at least one-half of these communities that have an interest in becoming educated about invasive species in reviewing and implementing different IPM practices for invasive species control. Informal discussions have already led to a few of the participating communities showing high interest in this program.

Under this program, the District will continue to recommend IPM BMPs, and will provide information on the pesticide applicator licensing course selection through UNH Cooperative Extension. The District will offer additional support including pertinent on-site invasive plant identification, special permit processes relating to environmental factors, and information on

other IPM techniques to further IPM practices on municipal or working lands. The District will also provide a supplementary regional training by offering an Invasive plant and IPM outreach session to other Department of Public Works staff likely in conjunction with the T2 Center at UNH.

It is anticipated that this program will inspire management improvements as staff will begin to recognize invasive plants and ways to reduce the movement of vegetative fragments or seeds through use of equipment (predominantly during soil movement on municipal sites) and within town rights of way. Rights of way management using roadside cutting is a concern in many communities, with vegetative fragments or seeds of Japanese knotweed continually being spread due to inappropriate management techniques. Components of this type of directed assistance have been offered at the state level through the NH Department of Agriculture, and it would be beneficial to take this approach to a municipal level so that communities being educated on invasive species become more proactive about implementing IPM practices in their daily operations. It is the intent of this program to promote communities that have been educated about invasive species and IPM techniques, so that they may become more proactive about implementing IPM practices to control the spread of invasive species on their town lands or managed areas.

The District will continue to work in partnership with eight communities by using a non-regulatory/non-reporting approach, and will again offer coordination, special permitting, and spot treatment of remaining invasive vegetation for all of the existing town properties that have been managed for the past couple of years. Finally, we will provide an optional IPM practice for at least one-half of these communities either on the existing site, or on a nearby town property or appropriate managed area. Particular focus will be on Japanese knotweed on these properties, where possible. Seven of the eight communities will require special permits for 2021, and that information will be shared with each community.

Economic and Environmental Impact

This project will have positive economic and environmental impacts. Reducing the spread of invasive species and particularly that of Japanese knotweed can certainly reduce costs for roadside mowing and culvert maintenance, and will improve road safety by improving sight distance. Providing municipal staff with the support to succeed in appropriately managing invasive species on their town lands and managed lands will certainly save in municipal maintenance costs over time. Proper IPM practices completed at a variety of municipally owned or managed lands will also help preserve biodiversity in our natural systems.

IV. Accomplishment of Goals (Tasks)

- a. Coordinate with all communities that have previously worked with the IPM program, review conditions at the previously managed sites, and complete an on-site review and identification of invasive species in each community.
- b. New maps will be created for all sites. Special Permit applications will be completed for all existing sites, and all required reporting.
- c. Additional support will be provided to at least one-half of the interested municipalities regarding important environmental factors to consider where, when, and why a Special Permit application to the NH Department of Agriculture, Markets & Food is most often needed. Assistance will include providing information on some available tools to assist

with reviewing what important environmental resources might require the submittal of a Special Permit.

- d. On-site invasive plant identification will be offered to at least one-half of the existing municipalities, directed specifically for Public Works staff and will include additional supplemental materials. Outreach materials will also be developed and delivered regarding invasive plants and IPM principles, likely to a regional meeting of Public Works staff in conjunction with the T2 Center at UNH.
- e. For existing communities, if Special Permits are granted, RCCD will complete follow-up herbicide application in areas previously treated under this project in order to provide a 3rd year of control of invasive species based upon the existing management plans. At least one-half of the municipalities will receive a supplementary IPM technique either on the existing site, or another municipally owned or managed site. All communities will receive at least one acre of invasive plant control in total this year. This is intended to ensure effective control on invasive re-sprouts and new seed sources, and in particular, for Japanese knotweed rhizomes at existing municipal sites. Municipal staff will also be requested to review implemented IPM practices including but not limited to review of low-volume foliar applications (if permitted), solarization, smothering, and/or other mechanical IPM techniques.
- f. Review and obtain comments from the participating municipal staff on the IPM approach for this project, and prepare a final report outlining lessons learned. It is anticipated that this evaluation will help to determine whether this approach would be valuable and suitable for use in other towns or counties.

V. Sampling Methods and Evaluation

The effectiveness of this approach will be based upon feedback from municipal participants as well as the overall willingness of towns to participate. Several communities have expressed interest in receiving additional support for invasive plant identification, and in implementing other IPM practices at municipal sites. The District anticipates that municipal staff will be able to carry out IPM practices at municipal sites after receiving initial support of the District. The majority of communities that the District have been involved with during this project are willing to participate again, and to receive additional BMP recommendations and IPM practices. Additional evaluations of continued or expanded participation will be made in future years if this program is deemed valuable.

VI. Sharing of Results

The District does multiple presentations annually to professional groups and town boards. Recent presentations include the NH Landscapers Association, New Hampshire Association of Conservation Commissions, and the NH Association of Natural Resource Scientists. Work has been and continues to be shared with the involved municipalities. Our outreach efforts for this IPM program will also be posted on our website and other social media outlets. As the project evolves it is expected that as the existing communities receive additional information about invasive species, and available IPM practices, other nearby communities may also want to participate in the project. Actually, several communities in Rockingham County currently request that the District assist with invasive plant control/habitat restoration on a variety of conservation properties. A few Conservation Commissions from other counties have even reached out to the District to assist with IPM practices for other conservation properties. The District always shares its projects with other conservation districts, and we will continue to

reach out to them and offer assistance if they would like to start similar projects in their counties.



Stand of Japanese knotweed at the Northwood Transfer Station after 1st treatment, 2019.



Japanese knotweed control at Northwood Transfer Station, August 2020.

CERTIFICATE of AUTHORITY

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

1. I am the duly elected Secretary;
2. at the meeting held on April 21, 2021, the Rockingham County Conservation District voted to authorize an amendment to an existing contract with the New Hampshire Department of Agriculture, Markets & Food Integrated Pest Management Program (IPM) program.
3. the Rockingham County Conservation District further authorized the Vice Chair 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, _____

Vice Chair _____

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham County Conservation District this 27th day of May, 2021.

Joanna Pellerin
Signature Certifying Officer

JOANNA PELLERIN
Print Certifying Officer Name

STATE OF NEW HAMPSHIRE

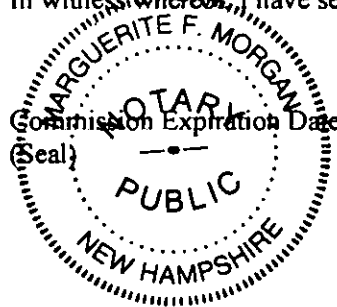
County of Rockingham

On this the 27th day of May, 2021 before me

Marguerite S. Morgan
Notary Public

The undersigned officer, personally appeared Joanna Pellerin who acknowledged herself to be the Secretary of the Rockingham County Conservation District being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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



Marguerite S. Morgan
Notary Public Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/04/2021

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 Cross Insurance-Laconia 155 Court Street Laconia NH 03246		CONTACT NAME: Ann Hebert PHONE (A/C, No, Ext): (603) 524-2425 FAX (A/C, No): (603) 524-3666 E-MAIL ADDRESS: ann.hebert@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:	

COVERAGES **CERTIFICATE NUMBER:** CL216459343 **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 <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:			BKS(22)57752315	07/08/2021	07/08/2022	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 - COMP/OP AGG \$ 2,000,000 EMPLOYMENT \$ 100,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			CNH 6235245 05	08/26/2020	08/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	<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 \$
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	XWS57752315	07/08/2021	07/08/2022	<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)
Refer to policy for exclusionary endorsements and special provisions. New Hampshire Workers' Compensation = Executive Officers or Members excluded are: Cris Blackstone, Richard Lutz and Samantha Cyr.

CERTIFICATE HOLDER New Hampshire Department of Agriculture P.O. Box 2042 Concord NH 03302-2042	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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