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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 \$17,000 with the Rockingham County Conservation District, vendor #154584, for Odiome Point State Park Habitat Restoration 2021 Gateway Enhancements for Coastal and Pollinator Habitats in New Hampshire, effective upon Governor and Council approval through April 30, 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

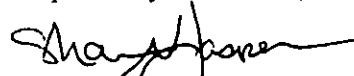
OBJECT

<u>CLASS</u>	<u>ACCOUNT</u>	<u>FY 2022</u>	<u>Total</u>
075-500590	Grants and Subsidies	\$17,000	\$17,000

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, "*State Park Habitat Restoration 2021 Gateway Enhancements for Coastal and Pollinator Habitats*", 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.

Respectfully submitted,



Shawn N. Jasper
Commissioner

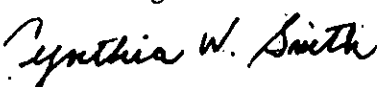
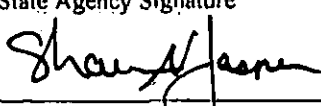
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. 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 April 30, 2022	1.8 Price Limitation \$17,000
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 NH 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. Masser 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, *Odiorne Point State Park Habitat Restoration 2021 Gateway Enhancements for Coastal and Pollinator Habitats* 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 \$17,000.00. 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 \$17,000.00 for the period ending April 30, 2022.

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

Exhibit D
Project Proposal

Attachment.

Contractor Initials CMS
Date 9-1-21

ROCKINGHAM COUNTY CONSERVATION DISTRICT
IPM GRANT APPLICATION 2021

ODIORNE POINT STATE PARK
HABITAT RESTORATION 2021 UPDATED
GATEWAY ENHANCEMENTS FOR COASTAL AND POLLINATOR HABITATS

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: May 1, 2021- April 30, 2022
Grant Amount Requested: \$17,000

2020 previously managed area set for pollinator enhancements at edge of Field 12 and 19



I. Itemized Budget

Task	Staff	Supplies	Mileage	Total
Coordination & planning	\$2,085.00	\$25.00	\$100.00	\$2,210.00
Invasive species removals & site preparation	\$3,000.00	\$ 750.00	\$300.00	\$4,050.00
Seeding/planting	\$2,880.00	\$1,900.00		\$4,780.00
At least three educational/outreach sessions, press release & IPM-Pollinator brochure	\$3,040.00	\$600.00	\$300.00	\$3,940.00
Project evaluation & final reporting, signage	\$1,920.00	\$100.0		\$2,020.00
TOTAL	\$12,925.00	\$3,375.00	\$700.00	\$17,000.00

II. Project Goals

The goals of this project are: 1) to use IPM techniques refined from over a decade of work at Odiorne Point State Park to initiate coastal and pollinator habitat restoration on 3 +/- new acres. These acres are adjacent to areas previously treated by RCCD including shrub habitats found in Fields 6 and 12, and the western edge of the freshwater pond (Field 19) (habitat to two rare damselflies), and; 2) to increase native pollinator seeds sources, including growing and planting a diversity of native plants that flower at different times to support a wide range of pollinator and wildlife species, including the Monarch butterfly, and; 3) to provide targeted outreach including hands-on workshops, signage, and an IPM brochure highlighting IPM and native pollinator friendly species enhancements. If time and funds allow additional follow-up work where restoration work has recently been initiated (and is most needed) will also be completed, with the main focus including portions of Fields 8 and 9, adjacent to the coastal salt pond.

The gateway edge of Odiorne Point State Park has been the least managed area in the park over the past two decades as is evidenced by a chain-link fence placed between the bike path and Route 1A, which has impeded most management options. It is surmised that the fence was placed during the early 1980's with the addition of the bike path, and may have involved federal funds. It has however, outlived its usefulness and the Department of Natural and Cultural Resources (DNCR), NH DOT, NH Fish and Game, and Xerces staff have recommended several practices to assist with habitat enhancements in this area, including more proper barriers. Thankfully, the DNCR with assistance from volunteers, has agreed to remove this fence by the early spring of 2021.

As the District approaches new restoration phases in the Park, this general area has been minimally targeted over the past two years. However, due to the difficult access, additional conservation practices need to be completed in this area in order to enhance this wildlife and heavily traveled coastal corridor. Although not considered pristine coastal habitat, the majority of the gateway area is within 50'-100' of a significant saltmarsh, and essentially acts as both a buffer and a seed source. It is anticipated that by increasing the native pollinator and coastal seed source, this area will once again support a wide range of pollinator and wildlife species,

including the Monarch butterfly, a candidate for listing under the federal Endangered Species Act, with a listing decision anticipated for December, 2020. The enhancement of this habitat will also likely benefit both the Citrine Forktail and Lyre tipped Spreadwing (rare damselflies) as their habitat includes the upland edges of the freshwater pond. It is expected that these restoration practices will also increase safe sight distance, and present a more accessible and aesthetically pleasing gateway to the park.

New conservation and restoration initiatives are shown on the attached *Odiorne Point State Park, Rye NH September, 2020* map, highlighted in orange as pollinator habitat areas. These areas are the remainder of shrubland habitats found Field 6 & 12 and the upland edges of the freshwater pond in Field 19. The natural resources and wildlife habitats are important to consider here with a freshwater complex found in Field 6, habitat for both rare damselflies, and the close proximity to the historic Battery Seaman bunker (Field 9) that, in the past, served as a hibernaculum for the federally threatened Northern long-eared bat, and state endangered little brown bat.

Targeted follow-up work has always been prioritized based on ecological significance and cost/benefit considerations. Highest on the priority list for follow-up includes the 4.5 acre Battery Seaman bunker for which restoration work was funded by an IPM grant in 2018. It is anticipated that the shagbark hickory seedlings at the NH State Nursery may be ready for planting in 2021 as well. If time and funds allow, additional targeted restoration practices may take place along the northern portions of Frost Point Road and the coastal salt pond, which involve very careful hand control techniques due to the quality of size of the dense native shrubs found here, and are the areas included in the most recently funded IPM restoration work.

Additional funding for both new and follow-up work is currently being sought. It is expected that the NH Coastal Program will again assist with funding for planning and additional habitat restoration efforts proposed at the park in 2021-2022. The NH DNCR will also work in partnership with RCCD to secure additional funds to cover further mechanical removals (excavator with boom mounted mulching drum mower) within appropriate portions of the Park, and funds for planning and additional outreach objectives for the park. Furthermore, the District anticipates continued partnership with DNCR and other partners to promote establishing additional native pollinator friendly stretches along Route 1A.

III. Project Objectives

*We will use IPM techniques including basal-bark and cut-stump applications, and low volume directed foliar herbicide applications as we have in the past. For native pollinator plantings, the District recently initiated a pollinator enhancement project at another site and was successful at planting, transplanting, and growing out Common milkweed (*Asclepias syriaca*). We plan to continue this practice and will grow several trays of common milkweed for this site. The District will also purchase approximately 10 trays of native pollinator plugs with soil amendments and supplies, and will transplant and grow out approximately 50% of those to complete multi-season native plantings. In areas where site preparation is considered appropriate, the District will add approximately 5-8 pounds of pollinator seed. The District will also order 300+/- native seedlings from the NH State Nursery, which is the stock the District has used for years. The District will plant 50% of those native plants in the spring, and transplant the remainder in order to plant in the fall. This is all being completed to promote higher success rates and achieve the goals of this*

project. RCCD is anticipating that completing multi-season native plantings will promote optimal seedling survival and higher survival rates overall due to this approach. RCCD considers 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 also consider the impacts and types of planted species on the native vegetation and wildlife, and in this case, species aimed to enhance and diversify native coastal and pollinator habitats. RCCD has already consulted with NH DOT, the Xerces Society, and NH Fish and Game on several best management practices proposed for this area to develop this plan. The overall objectives are to enhance and diversify native coastal habitats and support pollinator species, while simultaneously reducing the quantity and dispersal of invasive seed sources.

IV. Economic and Environmental Impact

This project will have both positive economic and environmental impacts, and this has been well documented during our long tenure at the park. The attention to this gateway area will assist in preventing losses of resources already invested in adjacent restored habitats by reducing the availability and dispersal of invasive seeds. Increasing healthy populations of native plants will simultaneously produce more habitat for both herbivore/pollinator species as well as predatory insects, which will help keep the overall insect populations in place. *This project will also provide improved educational opportunities and aesthetics of the park. It will offer educational, hands-on, and impactful opportunities for individuals to assist with planting and to become educated about important IPM and pollinator conservation practices that support healthy coastal habitats.* This project may result in additional outreach and perhaps monitoring opportunities with our partners including NH Fish and Game and the Xerces Society, for simple practices that will attract important pollinator species including the Monarch butterfly. The park is more frequented than ever before, and is an excellent and easily accessible place for educational and hands-on opportunities. The outreach opportunities are integral to the successful implementation and public interpretation of the project. Imagine as hundreds of thousands of visitors see the results of these restoration practices unfold, and the positive impacts that these efforts may convey to those visiting.

V. Accomplishment of Goals

- a. Coordinate with stakeholders including NH Fish and Game and US Fish and Wildlife experts, NH DNCR personnel, NH DES, Coastal Program, the Xerces Society, NH DOT, and the NH Department of Agriculture, Markets and Foods Invasive Species Coordinator.
- b. *Grow out and transplant previously collected native pollinator seeds. Purchase native pollinator plugs of which approximately 50% will be planted, with the remainder transplanted, to plant later in the growing season. Pollinator seeds will also be planted in areas suitable based upon appropriate site preparation, as recommended by the Xerces Society. Other coastal planting materials including bare root stock from the NH State Nursery, of which approximately 50% will be planted into appropriately prepared project areas. The remainder of the bare root stock will be transplanted, and planted later in the growing season, except where nearby mature native species appear to provide adequate seed sources.*
- c. Perform invasive mechanical and chemical invasive species removals using IPM techniques that will include a previously managed (mowed) area to provide enhanced habitat values and exceptional educational opportunities. *Additional mechanical control practices will be completed at least adjacent to one of the pollinator prepped sites to reduce competition*

into the newly planted pollinator habitat from the existing and abundant Canadian Goldenrod (Solidago canadensis) seed sources.

- d. Complete at least three hands-on educational workshops and prepare an IPM brochure directed at conservation practices to enhance pollinator species. Additionally, the District will complete at least one press release about the project, and provide tours of the project to school groups and other interested organizations. Acknowledgement of this funding will be included in any presentations to professional organizations, the Odiorne Resource Management Committee, town boards, or other interested parties.

VI. Sampling Methods and Evaluation

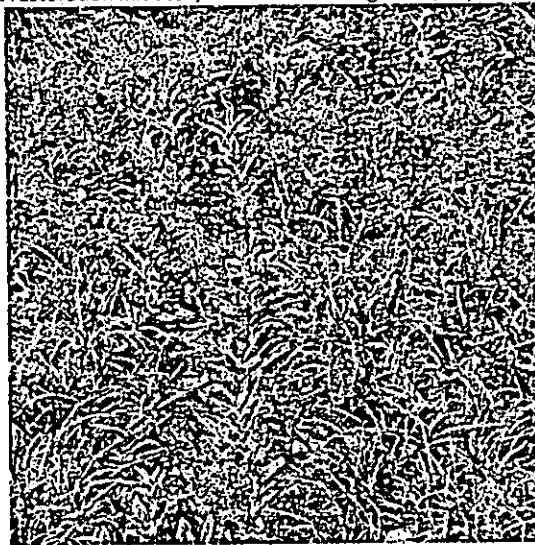
Long term monitoring will be completed by comparing detailed baseline vegetation mapping with native vegetation as it becomes established. Although baseline mapping was completed by the District in 2014 as part of the 2010 Invasive Plant Management Plan Addendum, the project area was simply added to the adjacent habitat, and not specifically surveyed. The RCCD in partnership with the NH DNCR is continuing with its Operations and Maintenance plan outlining the history of management activities, and recommended practices for each habitat type. *Additional baseline vegetation surveys will be completed in two areas, where most appropriate and vegetation surveys at the end of the project will be completed. It is anticipated that this will highlight the relative abundance of native and diverse vegetation and overall success of the project.* The District has been working on habitat restoration efforts with our partners throughout the park since 2009. It is expected that the District will be involved well into the future, and at least until all native plant habitats have been restored and stabilized.

VII. Sharing of Results

The informative brochure completed as outreach components for our NH DAMF IPM grant in 2019 will be available for park-users to describe the work we are doing and the principles of IPM, and will also be distributed for outreach events. RCCD is now being requested to complete multiple presentations to professional groups and town boards, and will include updates on the work proposed in this application. Recent presentations held at Odiorne Point State Park in 2019 include the NH Association of Natural Resource Scientists, the NH Landscapers Association, NH UNH Cooperative Extension, Marine Docents, and NH DNCR, State Lands Management Team and a component of the virtual UNH Cooperative Extension Invasive Academy, 2020. Our work from the proposed project will be shared as part of these types of presentations. We also hold tours with school groups and other organizations, including some groups that are working volunteers and get to see firsthand how their work has positive impacts. Many of the groups are invested in the restoration efforts at Odiorne, and some come back year after year to continue to assist with our habitat restoration goals.



Habitat restoration initiated, saltmarsh in background, September, 2020



Successful common milkweed seedlings grown and transplanted by District, August, 2020, Newmarket

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

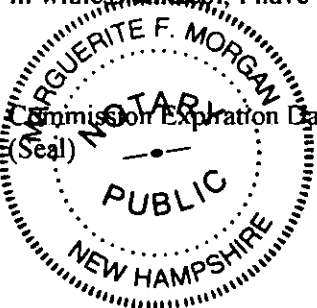
On this the 27th day of May, 2021 before me

Marguerite F. 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 F. Morgan
Notary Public Signature



Commission Expiration Date: 7-27-2023



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			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 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	N/A	XWSS7752315	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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