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Shawn N. Jasper, Commissioner

**New Hampshire**  
 Department of Agriculture,  
 Markets & Food

July 22, 2022

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 with the Rockingham County Conservation District (VC#154584), Brentwood, NH in the amount of \$15,090 for the advancement of agricultural research and to assist in the promotion of Integrated Pest Management practices in New Hampshire, effective upon Governor and Council approval through May 31, 2023. 100% Other Funds.

Funding is available for FY 2023 in account, Integrated Pest Management, as follows:

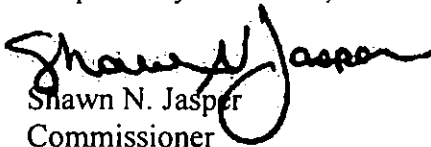
**02-18-18-183010-21820000 INTEGRATED PEST MANAGEMENT**

075-500590-Grants Subsidies and Relief	<u>FY 2023</u> \$15,090
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**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, NHDAMF has reviewed the project, "*Odiorne Point State Park Habitat Restoration 2022 Phase II 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

## GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby  
Mutually agree, as follows:  
GENERAL PROVISIONS

## 1. Identification and Definitions.

1.1. State Agency Name Department of Agriculture, Markets & Food		1.2. State Agency Address 25 Capitol Street, PO Box 2042 Concord, NH 03302-2042	
1.3. Grantee Name Rockingham County Conservation District		1.4. Grantee Address 110 North Road, Brentwood, NH 03833	
1.5. Grantee Phone # 603-679-2790	1.6. Account Number 21820000	1.7. Completion Date May 31, 2023	1.8. Grant Limitation \$ 15,090.00
1.9. Grant Officer for State Agency David J. Rousseau		1.10. State Agency Telephone Number 603-271-3640	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 <i>Cynthia W. Smith</i>		1.12. Name & Title of Grantee Signor 1 Cynthia Smith, Vice Chair	
Grantee Signature 2:		Name & Title of Grantee Signor 2	
Grantee Signature 3:		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) <i>Shawn N. Jasper</i>		1.14. Name & Title of State Agency Signor(s) Shawn N. Jasper, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: /s/ <i>Stacie M. Mosser</i> Assistant Attorney General, On: 08/10/2022			
1.16. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"); shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

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

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

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

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

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

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

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

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

5.4. The payment by the State of the Grant amount shall be the only, and the complete, payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any, and all necessary, permits and RSA 31:95-b.

7. **RECORDS AND ACCOUNTS.**

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills, and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.

8. **PERSONNEL.**

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort, to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State, upon demand, or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds; and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available; if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. **TERMINATION.**

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

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

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall, in no event, relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

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

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

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1. The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1. Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2. General liability insurance against all claims of bodily injuries, death or property damage; in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

**Exhibit A**  
**Insurance Provision**

**Attachment - Insurance.**

**Exhibit B**  
**Services**

Rockingham County Conservation District will conduct the project, as described in Exhibit D, *Odiorne Point State Park Habitat Restoration 2022 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**

**Grant Amount, Method of Payment, and Payment Terms**

Payment of this grant will be made in the entire sum of \$15,090.00. 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 \$15,090.00 for the period ending May 31, 2023.

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

**Exhibit D**  
**Project Proposal**

**Attachment.**

Contractor Initials CWS  
Date 7-28-2022

**Exhibit A  
Services**

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Attachment.

**Exhibit D  
Project Proposal**

Attachment.

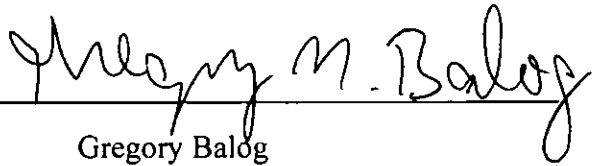
Contractor Initials CWS  
Date 4-28-22

**Certificate of Authority**

I, Gregory Balog, Secretary of the Board of Supervisors of the Rockingham County Conservation District do hereby certify that:

1. I, Gregory Balog am the duly elected Secretary;
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 Vice Chair of the Board of Supervisors 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 of the Board of Supervisors.

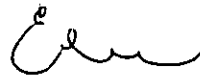
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham County Conservation District, this 28<sup>th</sup> day of April, 2022.

  
\_\_\_\_\_  
Gregory Balog

STATE OF NEW HAMPSHIRE  
County of Rockingham

On this the 28<sup>th</sup> day of April, 2022 before me, Elaina Pousland the undersigned officer, personally appeared Gregory Balog who acknowledged him/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.

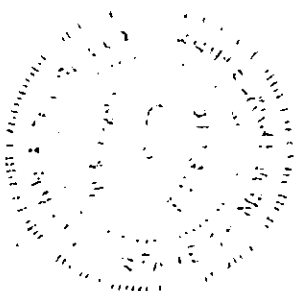
IN WITNESS WHEREOF, I have set my hand and official seal.

  
\_\_\_\_\_

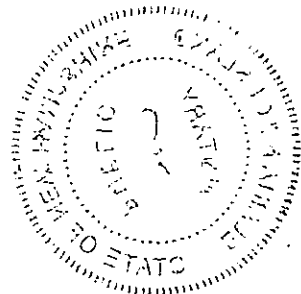
Elaina Pousland

**Elaina B Pousland**  
**NOTARY PUBLIC**  
State of New Hampshire  
My Commission Expires 1/22/2025

(Seal)



MA Commissioner Expires 12/31/2020  
State of New Hampshire  
NOTARY PUBLIC  
Elaine T. Poirer







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/08/2022

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).

<b>PRODUCER:</b> Cross Insurance-Laconia 155 Court Street Laconia, NH 03246		<b>CONTACT NAME:</b> Ann Hebert <b>PHONE (A/C No. Ext):</b> (603) 524-2425 <b>FAX (A/C No.):</b> (603) 524-3668 <b>E-MAIL ADDRESS:</b> ann.hebert@crossagency.com	
<b>INSURED:</b> Rockingham County Conservation District 110 North Road Brentwood, NH 03833-8814		<b>INSURER(S) AFFORDING COVERAGE:</b> 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: CL227802475 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.

USER LTR	TYPE OF INSURANCE	ADDC	SUBR	INSR	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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					BKS(23)57752315	07/08/2022	07/08/2023	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/PROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					6235245	08/28/2021	08/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI \$ 1,000,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE								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	XWS57752315	07/08/2022	07/08/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

New Hampshire Workers' Compensation - Executive Officers or Members excluded are: Cris Blackstone, Richard Lutz and Samantha Cyr

<b>CERTIFICATE HOLDER:</b> New Hampshire Department of Agriculture P.O. Box 2042 Concord, NH 03302-2042	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 
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ROCKINGHAM COUNTY CONSERVATION DISTRICT  
IPM GRANT APPLICATION 2022

ODIORNE POINT STATE PARK  
HABITAT RESTORATION 2022 PHASE II  
GATEWAY ENHANCEMENTS FOR COASTAL AND POLLINATOR HABITATS

Contact: Tracy Degnan, Senior Project Manager

Signature: Tracy Degnan

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, 2022 - May 30, 2023  
Grant Amount Requested: \$15,090

2021 volunteers planting pollinator friendly plants in prepared area

Phase I (eastern pollinator enhancement area)

September 2021.



I. Itemized Budget:

Task	Staff	Supplies	Mileage	Total
Coordination & planning	\$1,920.00	\$25.00	\$100.00	\$2,045.00
Invasive species removals & site preparation (phase I & II)	\$3,440.00	\$440.00	\$120.00	\$4,000.00
Seeding/planting	\$2,330.00	\$2,115.00		\$4,445.00
At least four educational/outreach sessions, press release	\$2,820.00	\$200.00	\$100.00	\$3,120.00
Project evaluation & final reporting, signage	\$1,280.00	\$200.00		\$1,480.00
<b>TOTAL</b>	<b>\$11,790.00</b>	<b>\$2,980.00</b>	<b>\$320.00</b>	<b>\$15,090.00</b>

II. Project Goals

The goals of this project are:

- 1) to continue to use IPM techniques refined from over a decade of work at Odiorne Point State Park to initiate coastal and pollinator habitat restoration on 1 +/- new acres. (See map Phase II). Abutting the Park's boat launch, this acreage is also adjacent to areas previously treated by RCCD including shrub habitats found in Fields 6. In 2021, the RCCD was able to complete coastal and pollinator habitat enhancements within 1.2 acres +/- that is directly adjacent to Field 12, and the western edge of the freshwater pond (Field 19) (habitat to two rare damselflies).
- 2) to continue 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 to include wetland pollinator species.
- 3) to provide targeted outreach including hands-on workshops, educational information, and signage on IPM and native pollinator friendly species enhancements. If time and funds allow additional follow-up work will be completed where restoration practices have recently been initiated (and are most needed) with a focus on Fields 12, and Fields 8 and 9 that are adjacent to the coastal salt pond.

The gateway edge of Odiorne Point State Park has been one of the least managed areas in the park over the past two decades as is evidenced by the chain-link fence placed between the bike path and Route 1A, which continued to impede management options. Working with the Department of Natural and Cultural Resources (DNCR), NH DOT, NH Fish and Game, and Xerces staff the RCCD determined several practices to assist with habitat enhancements in this area. Originally, the DNCR proposed assistance with volunteers, to remove the fence this past spring, but that did not take place. As an alternative practice, DNCR decided to contract out a forestry mower to mow down invasives and dead woody debris found in and along the gateway area (almost 2.5 +/- acres). The RCCD spent the majority of 2021 preparing the site by removing most woody debris and prepping the soil, and then planting within the eastern most portion of the gateway enhancement area (1.2 +/- acre). Xerces staff reviewed the site and recommended that proper site preparation was the key to ensuring pollinator habitat success. These activities were concentrated within the eastern enhancement area (Phase I), which took an impressive amount of labor to accomplish.

Additional conservation practices need to be completed in the western most area to enhance this wildlife and heavily traveled coastal corridor. Continued site preparation and restoration in the western portion of the gateway enhancement area is needed and is why it is proposed as Phase II. Although this area is not typically considered pristine coastal habitat, much of the gateway area is within 50'-100' of a significant saltmarsh, and so serves 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 that will continue to be a candidate for listing under the federal Endangered Species Act. All improvements to Monarch habitat are supported by the NH Fish and Game and the US Fish and Wildlife Service, particularly as the declines in the larger North American eastern populations have been dramatic. The enhancement of this habitat will benefit the Citrine Forktail and Lyre tipped Spreadwing (rare damselflies) as their habitat includes the upland edges of the freshwater pond, as well as many other wildlife and invertebrate species that utilize the saltmarsh and upland edge habitats. It is expected that these restoration practices will continue to increase safe sight distance and present a more accessible and aesthetically pleasing gateway to the park. Already the viewshed has increased dramatically, where you can now see the bike-path when driving past Odiorne along Route 1A.

New conservation and restoration initiatives for Phase II are shown on the attached *Odiorne Point State Park 2022 IPM Restoration, December 2021* map, highlighted in red as the Phase II pollinator enhancement area. This area contains the remainder of shrubland habitat found in Field 6. The natural resources and wildlife habitats are important to consider as a freshwater complex exists in Field 6 and extends into this Phase II area. This area will be mapped in 2022 but is near the existing freshwater wetland complex found in field 6. Phase II is in proximity to the habitats containing rare damselflies as well as 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. It is anticipated that an additional phase, Phase III, may include further site and soil preparation for a former pull-out area along Route 1A, and an upland island (approximately 1 +/- acre) on the southern side of Route 1A located directly across from Frost Point Road to be prepared for improved coastal and pollinator habitat.

Targeted follow-up work has always been prioritized based on ecological significance and cost/benefit considerations. Highest on the priority list for follow-up targeted restoration includes the recently targeted 1.5 acres along the northern portions of Frost Point Road and the coastal salt pond, which involves very careful hand control techniques due to the quality and size of the dense native shrubs found here for which restoration work was funded by an IPM grant in 2019. It is expected that the shagbark hickory seedlings at the NH State Nursery may be ready for planting in 2022-2023 as well. Continued maintenance including limited spot treatments will take place along areas treated in 2021 and include additional targeted grass control for enhanced pollinator seeding preparation in the eastern gateway enhancement area.

Additional funding for both new and follow-up work is currently being sought. The NH Coastal Program is again assisting 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 as well as funds for planning and additional outreach objectives. Restoration projects supported at Odiorne now also include:

conservation planning to mitigate for sea level rise impacts along the shoreline of Little Harbor. The District anticipates a continued partnership with DNCR and other partners to promote establishing additional native pollinator friendly stretches along Route 1A, as there are a few more sections along the bike path as it progresses in an easterly direction and ends at the over wash marsh and pull-in parking area at the eastern edge of the park.

### III. Project Objectives

We will continue to use IPM techniques including low volume directed foliar herbicide applications and hand pulling resprouts, as we have in the past. Due to the forestry mulcher cleaning out most of the larger invasive plants and vines, less chemical use is expected, but spot treating for continued maintenance is important due to the existing seed source. For native pollinator plantings, the District spent a significant amount of time in 2021 growing out native pollinator seedlings, transplanting and watering, and coordinating volunteers. The volunteers for 2021 committed almost 700 hours of volunteer time (valuing almost \$20,000) by raking and removing the woody debris left by the forestry mulcher and planting pollinator friendly species in the eastern gateway enhancement area. We plan to continue this practice and will grow additional trays of common milkweed for this site. The District will also purchase another 8-10 trays of native pollinator plugs (including some wetland species) with soil amendments and supplies and will transplant and grow out approximately 50% of the trays complete multi-season native plantings. In areas where site preparation is considered appropriate, the District will also add another 8 +/- pounds of pollinator seed. The District will order at least 400 +/- native seedlings from the NH State Nursery, and other sources including Belknap County Conservation District, Strafford County Conservation District, and the Native Plant Trust to increase diversity. Additional pollinator plugs will be purchased (1000 +/-). The District recently purchased a battery operated hand held auger, which assists in creating deeper and wider holes for more developed root systems. The District will plant all the bare root plants in the spring, as their root systems are more developed. This may also include planting additional bare root stock in the eastern gateway habitat area which will promote higher success rates and achieve the goals of this project. RCCD anticipates that completing multi-season native plantings with the other pollinator plugs will promote optimal seedling survival and higher survival rates overall due to this approach. This methodology also allows additional time for the necessary site preparations, as recommended by the Xerces Society. The District 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. The District consulted with NH DOT, the Xerces Society, NH Fish and Game and other pollinator experts 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, which has been well documented during our long tenure at the park. The additional attention to this western 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 and diverse populations of native plants will also 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 provide improved educational opportunities and overall aesthetics of the park. It will offer educational, hands-on, and impactful opportunities for individuals to assist with needed site preparations and plantings, and to become educated about important IPM and pollinator conservation practices that support healthy coastal habitats. The volunteers from 2021 were excited to come back in 2022 to complete these types of IPM pollinator conservation tasks again. This project may result in additional outreach and monitoring opportunities for species like the monarch butterfly with our partners including NH Fish and Game and the Xerces Society. 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. Each growing season, there are hundreds of thousands of visitors that see the results of these restoration practices, and our brochures also highlight the positive impacts of these restoration and conservation practices 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 that include Common milkweed seeds collected in 2021. Purchase native pollinator plugs (1000 +/-) 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 and a couple other local/regional entities (400 +/-) will be planted in the spring in appropriately prepared project areas (both phase I and phase II).
- c. IPM techniques will include light chemical maintenance using directly low-volume foliar and hand pulling re-spouts, and of course continued soil preparation for the site, so that pollinator habitat will be suitable for planting. This careful site preparation will result in enhanced habitat values and exceptional educational opportunities. A second mechanical control practice will be completed adjacent to the most eastern, previously seeded pollinator site, to help ensure reduced competition from the abundant Canadian Goldenrod (*Solidago canadensis*) seed sources.
- d. Complete at least four hands-on educational workshops directed at conservation practices including preparing the site and planting pollinator friendly plants, including some wetland varieties, for successful pollinator species enhancements. 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. A regional tour with the NH Association of Conservation Districts will be planned for the fall of 2022. 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. Continued vegetation surveys will be documented for the same two areas that were completed in 2021 in Field 12, and vegetation surveys will be completed again at the end of the 2022 growing season. It is anticipated that over time, this will highlight the relative abundance of native and diverse vegetation and hopefully the 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 an outreach component for our NH DAMF IPM grant in 2021 will be available for park users to learn more about the pollinator enhancement work we are doing and the principles of IPM. Brochures will also be distributed at our 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 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. In 2021, presentations took place with the Counselors in Training at the Seacoast Science Center, and the Regional Association of Conservation Districts, in November 2021. 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 volunteer groups so they get to see firsthand how their work has positive long-term conservation impacts. Several volunteers from 2021 are excited to come back for additional pollinator enhancements in 2022. Many 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.



Forestry mower, pollinator enhancement area (Phase I and Phase II) June 2021

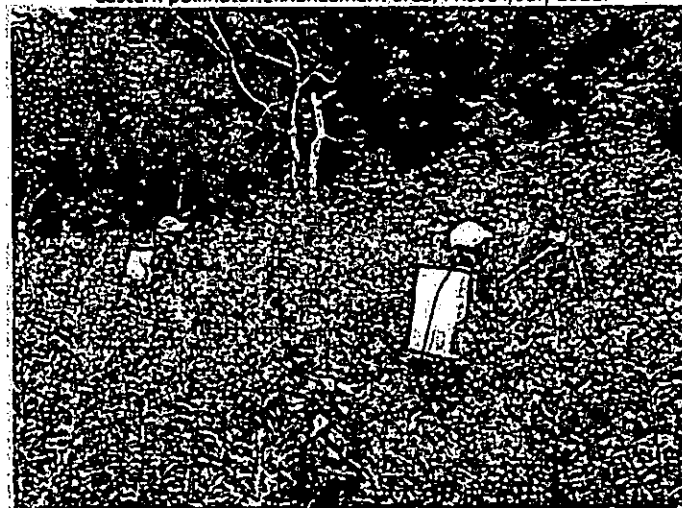
Woody debris remains from forestry mulcher, July 2021



Student Conservation Association (SCA) assistance in preparing phase I and planting native pollinator friendly plants, July 2021



RCCD completing IPM techniques using LVF spot treatment adjacent to the pollinator seeding area; eastern pollinator enhancement area, Phase I, July 2021.





Volunteers assisting with preparing Phase I area and planting pollinator friendly plants, September 2021.



Volunteers continue to assist with site preparations and planting pollinator friendly plants in Phase I, eastern pollinator enhancement area, October 2021.



