

71 [Signature]

New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

April 28, 2021

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

REQUESTED ACTION

Authorize the New Hampshire State Conservation Committee (SCC) to enter into a grant with Rockingham County Conservation District, Brentwood NH, Vendor Code #154584-B001, in the amount of \$17,828.00 for *Gateway Enhancement Odiorne Point State Park, Coastal & Pollinator Habitats* project in the Town of Rye, Rockingham County, effective upon Governor and Council approval through 4/30/2023. 100% Other Funds.

Funding is available in account, Soil Conservation, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified, pending FY 22 & 23 budget approval.

Funding is available in the Conservation Number Plate account as follows:

02-18-18-184500-28600000 SOIL CONSERVATION

<u>OBJECT CLASS</u>	<u>ACCOUNT</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>TOTAL</u>
073-500581	Grants – State	\$8,914.00	\$8,914.00	\$17,828.00

EXPLANATION

The State Conservation Committee (SCC) in fulfillment of its responsibilities under the Conservation Number Plate grant program, RSA 261:97-c III(a), wishes to provide grant funds to Rockingham County Conservation District to perform certain tasks as enumerated in Exhibit B for the purposes of improving wildlife habitat through the creation and maintenance of native pollinator vegetation along the gateway to the park. Project Category: Wildlife Habitat. Create, restore, enhance, manage or protect. The SCC is confident that the grantee possesses the necessary staff and resources to effectively carry out the duties imposed by this grant.

Respectfully submitted,

[Signature]
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 State Conservation Committee		1.2 State Agency Address P.O. Box 2042 Concord, NH 03302	
1.3 Contractor Name Rockingham County Conservation District Vender Code # 154584-B001		1.4 Contractor Address 110 North Road Brentwood, NH 03833	
1.5 Contractor Phone Number 603-436-8598	1.6 Account Number 1845-2860 - 500581	1.7 Completion Date 4/30/2023	1.8 Price Limitation \$17,828.00
1.9 Contracting Officer for State Agency Deirdre Brickner-Wood, SCC Grant Administrator		1.10 State Agency Telephone Number 603-271-3551	
1.11 Contractor Signature <i>Cynthia W. Smith</i> Date: 3-18-21		1.12 Name and Title of Contractor Signatory Cynthia Smith Vice Chairperson	
1.13 State Agency Signature <i>Shawn N. Jasper</i> Date: 4/21/21		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. Moeser On: May 7, 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**

There are no modifications, deletions or additions to the General Provision of this form.

**Exhibit B
Scope of Services**

The Rockingham County Conservation District shall perform the following tasks as described below and detailed in the proposal titled *Gateway Enhancement Odiorne Point State Park, Coastal & Pollinator Habitats* in the Town of Rye, Rockingham County, NH, dated September 10, 2020:

Task 1. Complete purchase of pollinator plugs and seed, grow and transplant collected seed.

Task 2. Complete partner coordination on year 1 tasks that include invasive plant cutting, direct application, and planting.

Task 3. Complete ground planting of pollinator plugs and seed in appropriate areas. Complete up to two outreach events with assistance from agency partners and professionals that will include discussion on pollinator species, Monarch monitoring, and pollinator/coastal habitat enhancements. Conduct monitoring with agency and professionals.

Task 4. Complete seed collection, cold stratify additional native seed sources to supplement pollinator areas, purchase additional plugs and pollinator seed.

Task 5. Complete partner coordination on year 2 tasks that will include additional site preparations and planting native bare root plants/shrubs. Complete up to two outreach events to include native plantings, Monarch monitoring, discussion on species of importance, and pollinator/coastal habitat enhancements.

Task 6. Complete coordination with landowner and agency partners on conducting follow-up spot treatments of invasive re-sprouts, and continued coordination of volunteers for site management.

Task 7.

- a. Complete landowner and partner coordination that will include developing a future monitoring plan, and addition of site signage.
- b. Implement outreach and public awareness program, provide documentation of relevant publications. All outreach materials produced for public distribution shall include the NH State Conservation Committee Moose Plate logo and acknowledgment the project was funded by the NH State Conservation Committee Conservation Moose Plate Grant Program.
- c. Provide at least one project photograph (JPG) for NH State Conservation Committee use.
- d. Install and display, as appropriate to the project, the NH State Conservation Committee Moose Plate sign, provided by the NH State Conservation Committee. Provide a dated photograph of displayed sign.
- e. Submit final report in the NH State Conservation Committee format provided. The final report and all attachments as instructed by the SCC.

Subcontract Provision

The Grantee may subcontract the services described in the Tasks to entities that are qualified and appropriately licensed to conduct such activities.

Exhibit C
Contract Price and Method of Payment

All services shall be performed to the satisfaction of the NH State Conservation Committee (SCC) before payment is made. All payments shall be made upon receipt and approval of stated outputs and completion of the project.

Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit B:

Upon Completion and SCC approval of Task 1	\$ 3,354.00
Upon Completion and SCC approval of Task 2	\$ 3,093.00
Upon Completion and SCC approval of Task 3	\$ 2,723.00
Upon Completion and SCC approval of Task 4	\$ 2,947.00
Upon Completion and SCC approval of Task 5	\$ 3,302.00
Upon Completion and SCC approval of Task 6	\$ 539.00
Upon Completion and SCC approval of Task 7	\$ 1,870.00
Total	\$17,828.00

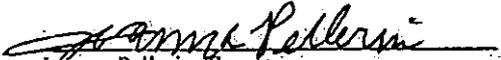
CERTIFICATE of AUTHORITY

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 February 17, 2021, the Rockingham County Conservation District voted to accept New Hampshire State Conservation Committee funds and enter into a contract with the New Hampshire State Conservation Committee, Department of Agriculture, Markets and Foods;
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

6. I have hereunto set my hand as the secretary of the Rockingham County Conservation District.


Joanna Pellerin, Secretary

Joanna Pellerin

3/18/21
Date Signed:

Secretary





ROCKINGHAM COUNTY CONSERVATION DISTRICT

110 North Road, Brentwood, NH 03833-6614 Tel:
603-679-2790 • Fax: 603-679-2860
www.rockinghamccd.org

Regular Board Meeting
RCCD
110 North Road
Brentwood, NH 03833

Supervisors Present:

Sammy Cyr, Chair
Dick Lutz, Supervisor
Cris Blackstone, Treasurer
Greg Balog, Associate Supervisor

Cynthia Smith, Vice Chair (joined at 6:45)
Joanna Pellerin, Secretary

Staff and Partners:

Vicky Nelson, District Manager
Richard Sugatt, Guest
Suzanne McFarland, Rye CC
Sally King, Rye CC (joined at 7:50 pm)

Tracy Degnan, Recording Secretary
Matt Larkin, NRCS
Lloyd Ziel, Guest

MINUTES

February 17, 2021

1. Non-Public session- This may be called at anytime in accordance with RSA Chapter 91 A:3 II a,b,c,d,e and f.
2. Call to order-Board of Supervisors meeting.
 - a. It was noted that the Board of Supervisors is holding an emergency virtual meeting pursuant to Executive Order 2020-04, Section 8 and Emergency Order #12, Section 3.
 - b. *The roll call is as follows: Cyr-Aye, Lutz- Aye, Pellerin-Aye, Blackstone-Aye.*
 - c. The meeting was opened at 6:40 pm. It was noted that Nelson, Degnan, and Larkin were also in attendance. Two members of the public, Richard Sugatt and Lloyd Ziel were also in attendance. One member of the Rye Conservation Commission, Suzanne McFarland was also in attendance and expecting another Rye Conservation Commission member, Sally King, to join in soon. No others were present.
3. January Meeting Minutes
 - a. The minutes of the January meeting were reviewed.
 - b. *A motion was made by Pellerin to accept the minutes of the January meeting as amended. The motion was seconded by Blackstone, and the roll call vote was as follows: Lutz- Aye, Pellerin-Aye, Cyr-Aye, Blackstone-Aye. The motion passed.*

4. Financial Reports

- a. The board reviewed the January financials.
- b. Nelson provided a summary of the financial packet provided to the supervisors. The Year to Date (YTD) Budget comparison was discussed with the note that the month of January was very similar to this time last year and the District is still has more invoicing to complete. The Profit and Loss Previous Year Comparison and Previous Month Comparison reports were also similar although we had slightly less invoicing this month due to issues with QuickBooks, but the District is still very close to breaking even. The Monthly Balance Sheet was different from last month with our project budget being increased due to the large Frink deposit, but that will soon be placed in its own banking account. Generally, our cash flow is positive and we expect more invoicing in the coming months.
- c. *A motion was made by Pellerin to accept the January financials. The motion was seconded by Blackstone and the roll call vote was as follows: Cyr- Aye, Smith-Aye, Lutz-Aye, Pellerin-Aye, Blackstone-Aye. The motion passed.*

5. District Activities Report

- a. Staff asked if there were any questions regarding the report. Pellerin requested additional information on the Oyster project. Nelson responded that the equipment will be used for year three of the demonstration project which will continue until 2022, then the possible commercial use can be re-reviewed in partnership with NRCS.
- b. It was noted that the Rockingham District Zoom in on the Rock meeting that was scheduled for February 8th at 7 pm did not take place due to technical issues.
- c. Cyr was interested in the game cameras and Degnan reported that NRCS staff had approved the use of existing funds for game cameras to be installed on the property for turtle habitat demonstrations in order to monitor if any nesting opportunities were created. Assistance from NH F & G will take place to ensure placement, timing, and technical details are worked out for successful monitoring. The District will purchase a couple of game cameras to test them out before bringing them to the site in May.

d. The SCC grant Gateway Enhancement Odiorne Point State Park, Coastal and Pollinator Habitats request for \$17,828 was approved. A vote of the board is needed to accept the funds!

1. A motion was made by Lutz to accept the funds and enter into a contract with the NH Department of Agriculture, Markets and Food, through the State Conservation Committee for the Gateway Enhancement Odiorne Point State Park, Coastal and Pollinator Habitats 2021 funding request, and to authorize the Vice Chair to sign any required documents on behalf of the Board of Supervisors. The motion was seconded by Cyr and the roll call vote was as follows: Cyr-Aye, Smith-Aye, Lutz-Aye, Pellerin-Aye, Blackstone-Aye. The motion passed!

6. Reports

i. NHACD

- a. Lutz reported that the NHACD will meet tomorrow and discuss a proposal to raise \$40,000.
- b. Lutz mentioned that the NACD regional conference is supposed to happen during the last week of August, but there is discussion on whether it should be moved to October or moved to an on-line format.

- c. The NHACD proposal for Legislative tours received one proposal and the NHACD will decide on it tomorrow.
 - d. Both dues and the NHACD position paper will be completed by May 2021. The position papers will be voted on at the Annual Meeting in November.
- ii. SCC
- a. The SCC will meet tomorrow and will vote on vision statements, and the hiring of an Executive Director will be discussed. Lutz has heard no comments on the investment question and the review by the Attorney General.
- ii. NRCS
- a. Larkin noted that application deadlines were discussed at the last meeting and that NRCS is currently reviewing the applications that came in in January. He reported that there is a new workflow plan being implemented by the State Conservationist. He also indicated that the office is open with one staff available, and there is no inside access to the public, as COVID concerns continue. There were also a few payments made for forestry activities this month.

7. Old Business

a. Stewardship/Stewardship Fund

- i. Nelson reported that she has had discussions with the NH Charitable Foundation after discussing fund investments with the Cheshire CCD. Nelson learned that that there is a process in place to apply for approval for the NH Charitable Trust to invest District funds. Explanation on the type of fund that NH Charitable Foundation available to RCCD was offered. This fund is managed at a much lower risk than regular investments as it is intended for the long term. A few important concepts include that this type of funds in fund typically earns 5-7%, and the Charitable Foundation typically disburses approximately 4-5% to the organization. However, the organization cannot draw upon the funds other than receiving the annual disbursement. After discussion it was decided that additional information be obtained, and that the District should consider only putting a small amount of the stewardship dollars into this funds if it is not allowed to draw upon it. The Board generally agreed it was a good plan to continue to seek information on this option for the stewardship fund.
- ii. *A motion was made by Pellerin to have Nelson discuss RCCD's potential investment with the NH Charitable Foundation with the Attorney General's office. The motion was seconded by Cyr and the roll call vote is as follows, Cyr-Aye, Smith-Aye, Lutz-Aye, Pellerin-Aye, Blackstone-Aye. The motion passed.*
- iii. Information regarding an existing House Bill (HB 82) that proposed easier passage for easement amendments to existing conservation easements was presented. Although the information provided was not complete, discussion led to the fact that testimony would be appropriate as to the District's concerns with the House Bill as proposed.
- iv. *A motion was made by Cyr to appoint Lutz and Blackstone to ask NHACD to relay the District concerns about the bill to the New Hampshire House Judiciary Committee. The motion was seconded by Pellerin the roll call vote is as follows, Cyr- Aye, Smith-Aye, Lutz-Aye, Pellerin-Aye, Blackstone-Aye. The motion passed.*
- v. After further discussion, it was recommended that RCCD also send a letter to the Judiciary Legislative Committee to express concerns with HB 82 and how that would impact the District's easements and finances.

- vi. *A motion was made by Lutz to have the District send written testimony to the House Judiciary Committee expressing our concerns with HB 82 proposing a simpler process to amending conservation easements, and to have Cyr sign the letter on behalf of the District. The motion was seconded by Blackstone, the roll call vote is as follows, Cyr- Aye, Smith-Aye, Lutz-Aye, Pellerin-Aye, Blackstone-Aye. The motion passed.*
- b. Board member recruitment
 - i. Nelson noted that there recently have been two members of the public attending Districts Meetings that may be interested in becoming an associate supervisor. After lengthy discussion it was decided that the biographies of each of the interested member should be sent to the Board to review prior to requesting a vote.
- c. Website update/logo discussion
 - i. Nelson reported that the new website is scheduled to launch on March 1, 2021, and it will include our new fees and rates. Blackstone indicated she'd like to preview the website one last time before it is launched. Nelson reported that changes can be made to the website at any time. The Board reviewed the logo that staff decided on.
 - ii. *A motion was made by Lutz to accept the new District logo. The motion was seconded by Pellerin, the roll call vote is as follows, Cyr- Aye, Smith-Aye, Lutz-Aye, Pellerin-Aye, Blackstone-Aye. The motion passed.*
- d. Conflict of Interest: Reminder to turn signed document into Vicky
 - i. Some board members have sent their signed conflict of interest form to the office to keep on file. Others still have not. Nelson indicated she would generate a list of needed signatures for the next meeting.
- e. Position paper
 - i. Lutz noted that the position paper needs to be completed by May. Degnan responded that she was attending two NH DES webinars on coastal processes, planning, permitting and sea level rise implications and would work on a draft relating more specifically to coastal New Hampshire after the webinars. Degnan appreciated Pellerin's response regarding the District's position.
 - ii. A discussion regarding a letter from the District supporting HB 184 was held. The same letter was submitted last year from the District under a different bill number. Lutz requested that all legislative testimony be brought before the Board.

8. New Business.

- a. Per Annual Plan: Long Range Plan Review
 - i Nelson reported that there were no proposed changes since a great deal of work was put into the plan in 2017 and the plan runs through 2022. After lengthy discussion regarding offering legislative tours and the appropriateness of including that item in the Long Range Plan or Annual Plan, it was decided to hold off on additional discussion.
 - ii *A motion was made by Cyr to place further discussion of this item and items B and C from the agenda on hold and return them after item D is heard. The motion was seconded by Pellerin, the roll call vote is as follows, Cyr- Aye, Smith-Aye, Lutz-Aye, Pellerin-Aye, Blackstone-Aye. The motion passed.*
- b. Rye Town Forest Easement

i. Degnan introduced Sally King and Suzanne McFarland of the Rye Conservation Commission (RCC) and offered that the District has had a long-term relationship with the RCC in completing many natural resource projects. The District currently holds a conservation easement on the Rye Town Forest that consists of 176 acres since recorded in 1999. King explained that the District and the RCC have a long relationship in completing management and stewardship of the Town Forest and since the early 2000s. The Commission has acquired several parcels that directly abut the Town Forest, totaling over 48 +/- acres. She noted the District has assisted with forest stewardship by completing recommended invasive control that was prioritized in the new Forest Management Plan completed by Charlie Moreno in 2020. She noted that discussion regarding a Phase II Town Forest Easement was reviewed several years ago, and since then the majority of parcels had surveys completed. She noted that RCCD easement monitoring of the Town Forest has been going on for years, and if the District were to accept a new Phase II easement on the parcels adjacent to the Town Forest, stewardship funds would be provided by the RCC. McFarland also noted that the RCC now has an excellent conservation attorney that would assist with all legal requirements. King noted that it only makes sense to have one easement holder to monitor the entire acreage, as access to the adjacent parcels would be difficult individually. Surveys are complete for all parcels except for a few which will be completed within 90 days. McFarland shared a map that highlighted all of the contiguous parcels that would be considered a component of a Phase II Town Forest Easement. It was noted that Awcomin marsh is adjacent to the Town Forest which is owned in part by the Town and the State. Cyr asked if additional parcels were planned to be purchased adjacent to the Town Forest. King noted that yes of course if given the opportunity, but the imminent goal is to permanently protect the existing parcels. Pellerin noted that it made sense to have one easement holder for the entire acreage. It was decided that a subcommittee should be formed to review and recommend a stewardship value. Degnan indicated she was already reviewing stewardship information and Balog, Lutz, Cyr and Nelson offered to assist. Emails will be forthcoming, and then additional discussion can take place.

a. Per Annual Plan: Long Range Plan Review

ii. Lutz requested adding in a biennial legislative tour to the Long Range Plan. Nelson requested that no specific time requirement be imposed. Staff would have to be involved to represent projects they are managing/implementing and to insure that the tours are accurate and professional so it should not be considered an activity that board members can plan by themselves. After long discussions, it was decided to offer a legislative tour in 2022 and then to assess how it was received.

iii. It was decided not to place this item in the Long Range Plan. Additional information on a variety of outreach efforts should be placed in the Long Range Plan, and Nelson wording to review at the next meeting. In March, the proposed 2022 legislative tour will be discussed for inclusion in the Annual Plan.

b) Per Annual Plan: Review Financial Policy and Investment Policy



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/05/2021

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): (803) 524-2425	FAX (A/C, No): (803) 524-3666
	E-MAIL ADDRESS: ahebert@crossagency.com		
INSURED Rockingham County Conservation District 110 North Road Brentwood NH 03833-6614	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Ohio Security Ins Co		24082
	INSURER B: Safety Insurance Co		39454
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: CL20112040318 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 WYD	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:			BKS(21)57752315	07/08/2020	07/08/2021	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 type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <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
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	XWS(21)57752315	07/08/2020	07/08/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Refer to policy for exclusionary endorsements and special provisions. New Hampshire Workers' Compensation = Executive Officers or Members excluded are: Robert Goodrich, Richard Lutz and Joanna Pollorn.

CERTIFICATE HOLDER

CANCELLATION

NH State Conservation Committee P.O. Box 2042 Concord NH 03302-2042	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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