

New Hampshire
Department of Agriculture,
Markets & Food

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Shawn N. Jasper, Commissioner

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September 7, 2023

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

REQUESTED ACTION

Authorize the New Hampshire Department of Agriculture, Markets & Food, Division of Pesticide Control to grant funds and enter into a Cooperative Project Agreement, in the amount of \$19,960 with the Rockingham County Conservation District, (VC #154584), Brentwood, NH 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 July 15, 2024. 100% Other Funds (Fees).

Funding is available for Fiscal Year 2024 as follows:

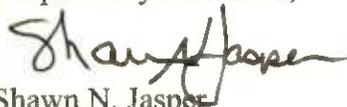
02-18-18-183010-21820000, Integrated Pest Management

	<u>FY 2024</u>
075-500590 - Grants and Subsidies	\$19,960

EXPLANATION

The New Hampshire Department of Agriculture, Markets and Food (NHDAMF), Division of Pesticide Control, in fulfilling its responsibilities under the Integrated Pest Management (IPM) Program, RSA 430:50; to promote the principles of IPM and assist New Hampshire citizens to advance the practice of such principles, has reviewed the project, "*Odiorne Point State Park Habitat Restoration 2023 Advancing Towards Little Harbor*", 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,

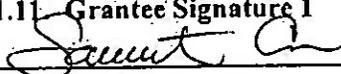
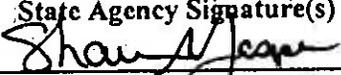


Shawn N. Jasper
Commissioner

GRANT AGREEMENT

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

I. Identification and Definitions.

1.1. State Agency Name Department of Agriculture, Markets & Food		1.2. State Agency Address PO Box 2042, 25 Capitol Street 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 July 15, 2024	1.8. Grant Limitation \$ 19,960.00
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 		1.12. Name & Title of Grantee Signor 1 Sammy Cyr, 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) 		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: 		Assistant Attorney General, On: 9/8/2023	
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").

Grantee Initials SKC
Date 9/16/23

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 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 OR 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. 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.
- 12.2. 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 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.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. CONFLICT OF INTEREST. No officer, member of 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

Grantee Initials SKC
Date 9/6/23

- 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 assignees. 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.

Grantee Initials SKC
Date 9/6/23

Exhibit A
Special Provisions

Provision 4 of the Grant Agreement shall be amended to include:

4.3 Grantee shall submit a final narrative report to the State no more than thirty (30) days following the Completion Date of the project. The final narrative shall include:

- a. detailed itemized budget;
- b. a complete description of outreach activity; and
- c. an evaluation of the effectiveness and overall success of the program.

Exhibit B
Scope of Services

Grantee agrees to conduct the approved Project in accordance with their Approved Project Proposal, *Odiorne Point State Park Habitat Restoration 2023 Advancing Towards Little Harbor Shoreline*, which is incorporated by reference herein and attached as Attachment 1, a copy of which shall be maintained by the State. During the entirety of the Project, Grantee agrees to conduct all activities in furtherance of the principles and practice of Integrated Pest Management.

Exhibit C
Payment Terms

The State shall pay Grantee the sum of \$19,960.00, the entire amount of this grant, within thirty (30) days of approval of this Grant Agreement by the Governor and Council.

Total payments under this project shall not exceed \$19,960.00 for the period ending July 15, 2024.

Attachment #1 Project Proposal

Grantee Initials SKC
Date 9/6/23

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate
Resolution

I, Rick Sugatt, hereby certify that I am duly elected Clerk/Secretary/Officer of Rockingham County Conservation District. I hereby certify the following is a true copy of a vote taken at the Rockingham County Conservation District at a meeting of the Board of Directors/shareholders, duly called and held on August 16, 2023, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Sammy Cyr, Chair is duly authorized to enter into contracts or agreements on behalf of

The Rockingham County Conservation District with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 9/6/23

ATTEST:

Rick Sugatt
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/30/2023

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).

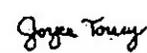
PRODUCER Cross Insurance-Laconia 155 Court Street Laconia NH 03246		CONTACT NAME: Joyce Torrey PHONE (A/C No. Ext): (603) 524-2425 FAX (A/C No.): (603) 524-3806 E-MAIL ADDRESS: joyce.torrey@crossagency.com	
INSURED Rockingham County Conservation District 110 North Road Brentwood NH 03833-6514		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Ins Co NAIC # 24082 INSURER B: Safety Insurance Co 39454 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 23-24 Master - All lines REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BKS57752315	07/08/2023	07/08/2024	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
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6235245	08/26/2023	08/26/2024	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 <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		N/A	XWS57752315	07/08/2023	07/08/2024	PER-STATUTE 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

CERTIFICATE HOLDER New Hampshire Department of Agriculture P.O. Box 2042 Concord NH 03302-2042	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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2023-03

ROCKINGHAM COUNTY CONSERVATION DISTRICT
IPM GRANT APPLICATION 2023

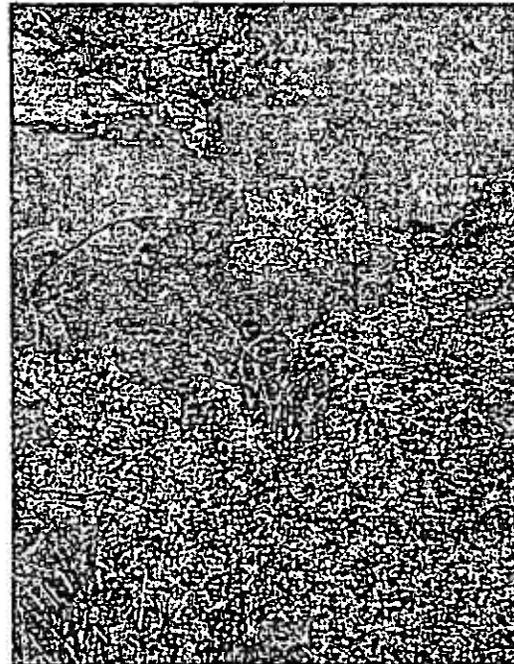
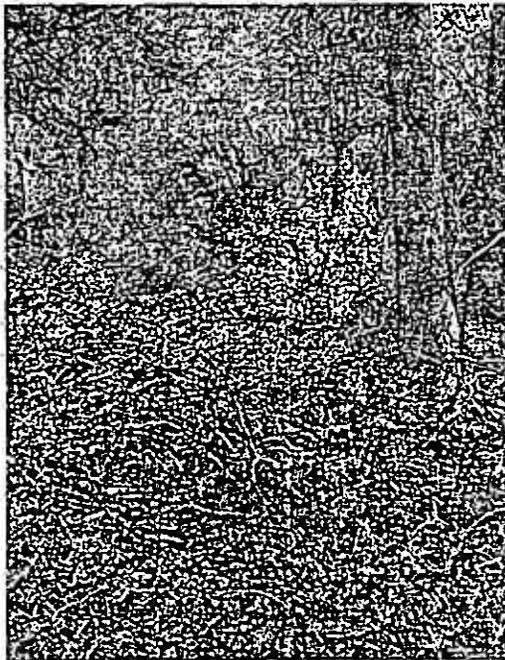
ODIORNE POINT STATE PARK
HABITAT RESTORATION 2023
ADVANCING TOWARDS LITTLE HARBOR SHORELINE

Contact: Vicky Nelson, District Manager

Signature: *Vicky Nelson*

Project Contact: Tracy Degnan, Senior Project Manager
Mailing Address: RCCD, 110 North Rd, Brentwood, NH 03833
Telephone: 603-679-2790
Starting and Ending Dates: June 15, 2023- July 15, 2024
Grant Amount Requested: \$19,960

2022 pre-mowing photos of Field 8 December 2022



I. Itemized Budget

Task	Staff	Supplies	Mileage	Total
Coordination & planning	\$3,000.00	\$0.00	\$90.00	\$3,090.00
Invasive species removals	\$8,800.00	\$1,250.00	\$500.00	\$10,000.00
Initial seeding/planting/habitat enhancements, fencing, etc. and signage	\$1,000.00	\$1,000.00	\$300.00	\$2,550.00
Outreach to at least three organizations and 2 different agency reviews	\$2,500.00	\$300.00	\$180.00	\$3,280.00
Project evaluation & reporting, DAMF special permit reporting	\$850.00	\$100.00	\$90.00	\$1,040.00
TOTAL	\$16,150.00	\$2,650.00	\$1,160.00	\$19,960.00

II. Project Goals

The goals of this project are:

- 1). to use IPM techniques refined from over twelve years of work at Odiorne Point State Park, to initiate habitat restoration on 6 +/- new acres (Fields 4,5, 6 & 8). This work will connect areas previously treated by RCCD directly adjacent to the most northern section of Frost Point (Field 8) as well as portions of Fields 4, 5, 6 & 7 in the most western section of the park. This area contains sensitive coastal resources, including dunes, coastal banks, and several freshwater wetland complexes and is near transitional tidal areas (see *Odiorne Point State Park Proposed IPM Restoration 2023 map*). These areas will require slow and careful IPM control practices and additional habitat restoration enhancements; and
- 2). to provide outreach and hands-on workshops for at least three groups/organizations and to provide at least two technical outreach sessions with agency/funder partners on best management practices to enhance/protect existing sensitive habitat values, while also providing for appropriate visitor experiences.
- 3). To provide additional seeding and initial native planting effort if/where it is most appropriate and the invasive seed sources seem manageable. Due to how open some of these habitats will become, other measures to control access to these habitats will be employed that may involve fencing, roping, and signage to dissuade additional "bootleg" trails from being developed.

New restoration initiatives are shown on the attached *Odiorne Point State Park Proposed Restoration 2023 map*, highlighted in dark pink as Proposed Restoration 2023 as well as the *Odiorne Point State Park Proposed IPM Restoration 2023 map* emphasizing the proposed restoration areas at a larger scale. The habitat types located here include a moist coastal forest, a dry coastal forest and coastal shrubland, all of which contain several freshwater wetland complexes, and Fields 5 & 8 contain a variety of imperiled coastal resources. RCCD has not initiated targeted control practices in these sensitive resources until now, mostly due to the

sensitivity of these resources, high visitor use, and need to coordinate with multiple partners on appropriate access and best management practices.

One of our partners and funders, the NH State Conservation Committee (NHSCC) through the moose plate program assisted the RCCD with funds to survey coastal visitors, complete partner reviews and meetings and to develop preliminary restoration plans for coastal habitat restoration, with initial recommendations for these sensitive resource areas. To complicate matters, these sensitive habitats contain an excess of "bootleg" trail systems, many of which were originally deer paths, and are now heavily used by visitors. Currently and increasingly since the start of COVID, recreational access has exploded in this area, especially during the summer months, as there is both land and water access. The RCCD is currently completing careful mechanical mowing of invasives in these areas, as can be shown in the photographs as well as the *Odiorne Point State Park Proposed IPM Restoration 2023 map* to give us better access for upcoming restoration, adaptation, and protection. Considering sea level rise, increased precipitation, and wash over events already happening here, an added priority is to assess and propose re-routing/closing certain trails, where resource conflicts exist. This will be a gradual planning and implementation scenario and will take place with assistance from all our partners, and the *Trails for People and Wildlife* report (NHFG, 2019).

The RCCD is currently developing a native plant list to help restore these pristine resources once we have controlled the invasive plants and seed sources that have long dominated these resource areas (see photos). Working cooperatively with the NH DES, Wetlands Bureau, RCCD understands the types of restoration techniques that are allowed within these sensitive resource areas.

Over the course of many restoration phases, particularly in sensitive areas, RCCD has spent many hours on hand mechanical or cut/stump and basal applications to the invasives to lessen the future seed source and significantly reduce off-target impacts. We continue to believe it has been time well spent as these sensitive habitats have been and will continue to be ideal coastal dune and shrubland habitat for many wildlife species. Portions of these habitats contain sensitive areas and include native shrubs and trees including bayberry, red cedar, Virginia rose, Red maple, Black chokeberry, Black cherry, Black elderberry, highbush blueberry, winterberry, common buttonbush, and swamp mallow. The landowner, the NH Department of Natural and Cultural Resources (NH DNCR) through the Natural Heritage Bureau (NHB) has participated with on-site reviews of existing plant and community types and will also review future proposed native restoration plantings to enhance the existing yet degraded coastal habitats.

RCCD will plan to continue planting 3-4-year-old shagbark hickory seedlings during the spring of 2023 which will augment additional areas near the Battery Seaman. This restoration and any needed follow up will assist in providing better flight and/or travel corridors and roosting sites for a variety of bat species and may also positively influence native insect populations that support bats.

RCCD will also complete follow-up work most focused on limited areas where restoration work was previously initiated, as depicted on the attached map *Existing and Proposed Odiorne Point State Park Restoration Partnership 2009-2022*. RCCD anticipates continuing to enhance the previously established native pollinator friendly stretches along Route 1A, as funded by IPM grants in 2021 and 2022.

Additional funding for both new and follow-up work is currently being sought. The NH DNCR and the NH DES, Coastal Program, in partnership with RCCD provided funds to assist with the current mechanical removals (excavator with boom mounted mulching drum mower) taking place within appropriate portions of Fields 4, 5, 6 and 8 (see photos and *Odiorne Point State Park Proposed IPM Restoration 2023 map*), as well as for planning and additional outreach objectives for the park.

III. Project Objectives

We will use IPM techniques including cutting, mowing, herbicide applications to individual stems, foliar herbicide applications, as well as seeding and/or planting with native vegetation to achieve the goals of this project. We consider the life cycles of the invasive species (e.g., time of susceptibility and time of seed production) in conjunction with the life cycles of non-target vegetation and wildlife species to maximize positive benefits while minimizing environmental impacts. We will consider not only herbicide impacts, but the impacts and types of planted species on the native vegetation and wildlife. In this heavily used area, we also need to consider visitor use and access, although NHDNCR may allow some trail/path closures to assist with our management techniques.

RCCD has already established areas in several different habitats that require careful hand control, using basal bark and/or cut-stem practices. RCCD spent many hours in 2022 to achieve this careful control, which we believe will ultimately protect native plant species while also considerably reducing the quantity and dispersal of invasive seed sources.

Targeted follow-up work has always been prioritized based on ecological significance and cost/benefit considerations. Likely our highest priority for initial control and/or follow-up would include the 2+/- acre along the existing coastal banks, dunes, and wetland areas due to the sensitive natural resources that cannot withstand heavy mechanical equipment but are very densely invaded. Given the density of invasive plants and existing seed sources found in this area, it will require several years of careful control methods with follow up of native restoration plantings, etc.

This project will lead to additional habitat restoration work in the long-term, as well as possible trail re-location/enhancements based upon sensitivity of resources. If resources allow, the RCCD will provide targeted follow-up work where it is most needed within 169 +/- acres of the park where restoration work has already been initiated.

IV. Economic and Environmental Impact

This project will have both positive economic and environmental impacts, and this has been well documented during our tenure at the park. It provides improved educational opportunities and aesthetics of the park, provides positive impacts to wildlife and wildlife habitat, including the federally threatened Northern long-eared bat, and several rare and imperiled coastal resources. It also will prevent losses of resources already invested in adjacent restored habitats by reducing the availability and dispersal of invasive seeds.

Expected environmental benefits include improving habitat for wildlife, including several rare plant community types, animal, and insect species while reducing seed sources that otherwise would be likely to reinvade habitats that have previously been restored at the park.

V. Accomplishment of Goals

- a. Continue to coordinate with stakeholders including NH Fish and Game and US Fish and Wildlife experts, NH DNCR, NH DES, Wetlands Bureau and Coastal Program, NH Department of Agriculture, Markets and Foods, Seacoast Science Center, and UNH Cooperative Extension.
- b. Perform mechanical and chemical control of invasive plants using IPM techniques.
- c. Plant and seed treated areas only in most appropriate areas, where the invasive seed source is limited, and in areas away from mature native species that will likely provide adequate native seed sources.
- d. Prepare at least one press release about the project; provide at least three outreach/workshop and/or tours of the project to schools and other interested groups. At least two additional agency/partner technical restoration tours/site visits will also be provided. RCCD includes our IPM projects in all presentations to professional organizations, the Odiorne Resource Management Committee, town boards, and/or other interested parties.

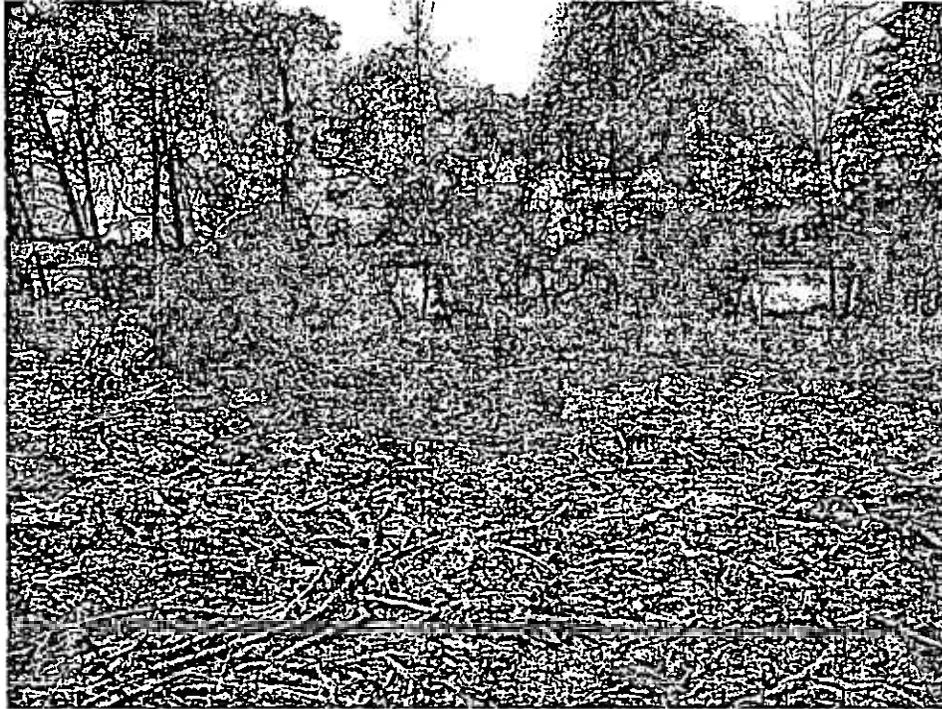
VI. Sampling Methods and Evaluation

Long term monitoring will be completed by comparing detailed baseline vegetation mapping with native vegetation as it becomes established. Some baseline mapping was already completed by the RCCD in 2014 as part of the 2010 Invasive Plant Management Plan Addendum. The RCCD in partnership with the NH DNCR continues to refine an Operations and Maintenance plan outlining the history of management activities, and recommended practices for each habitat type. RCCD has been working on restoration efforts with our partners throughout the park since 2009, with the expectation that we will be involved for several more years as we attempt to restore and stabilize all the native habitats found within the park.

VII. Sharing of Results

The informative brochure completed with assistance from the NH DAMF, 2019 IPM grant intended for park-users describing the work we are doing and the principles of IPM will again be distributed for outreach events. RCCD is now being requested to complete multiple presentations to professional groups and town boards and includes updates on the work proposed in this application. Recent presentations held at Odiorne Point State Park include the NHACD Regional Meeting, November 2022; Odiorne Management Committee meeting, April 2022, and the NH Association of Conservation Districts (NHACD) Legislative Tour in November 2022. Additional outreach is currently being planned for 2023. Our work from the proposed project is always shared as part of these types of presentations. We also do tours with school groups and others, including groups of working volunteers to show them how their work has positive impacts, and many of the groups are invested in the restoration efforts at Odiorne, and many groups come back year after year to continue to assist with our habitat restoration goals.

Field 8, post mowing treatment, December 2022.



Field 8, mid mowing, December 2022



Odiorne Point State Park Proposed IPM Restoration 2023

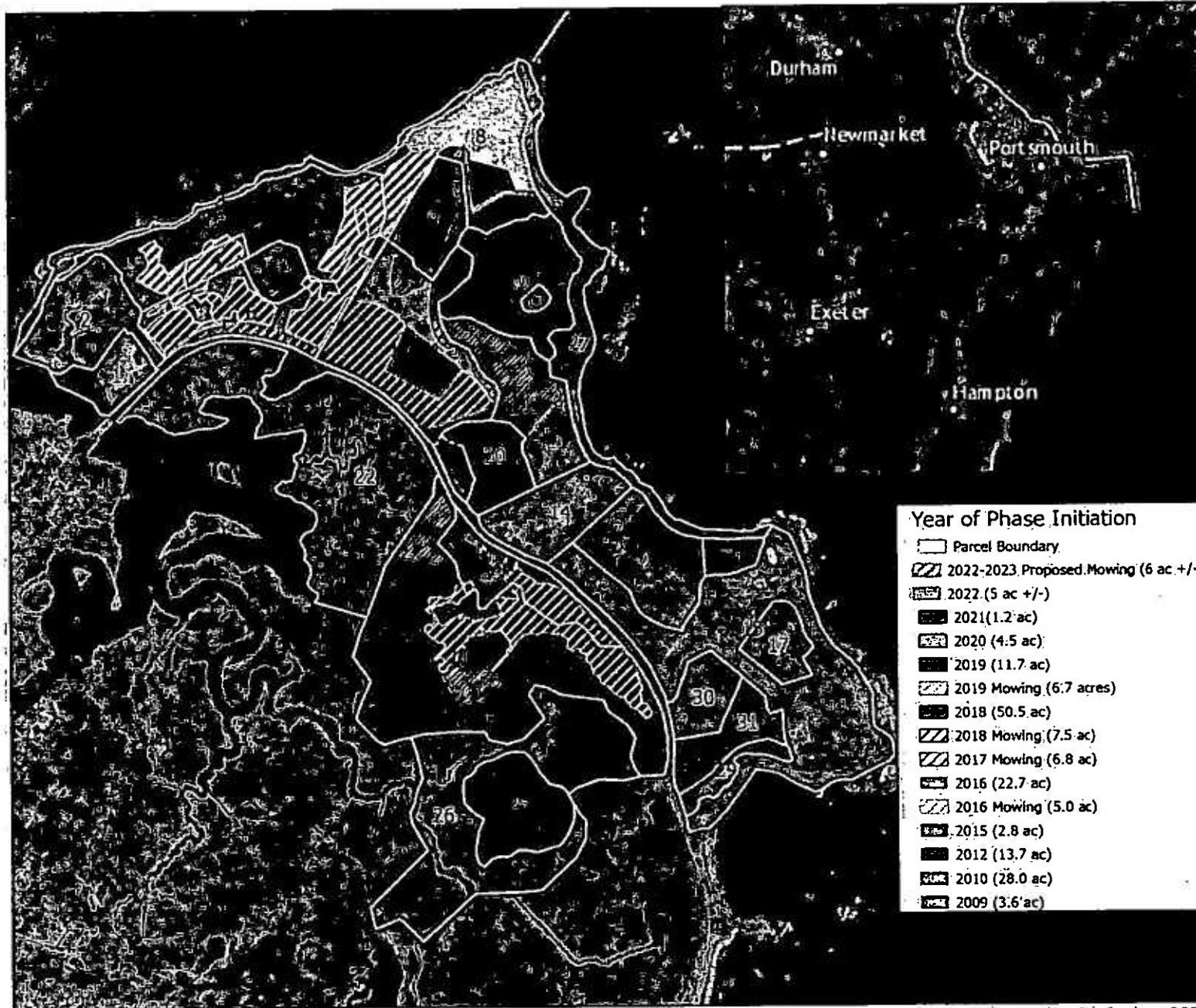
Legend

- AllFields
- Proposed Restoration 2023 (6 ac +/-)
- Delienated Overwash TBD 2023
- Delienated Dunes 2022
- Inland Wetlands Updated 2022
- Inland Wetlands (6.1 acres)
- OdiGarmin66srPaths
- OdiGarmin66rStonewalls



ATTACHMENT 1

Existing and Proposed Odiorne Point State Park Restoration Partnership 2009-2023



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

Year of Phase Initiation

- Parcel Boundary
- 2022-2023 Proposed Mowing (6 ac +/-)
- 2022 (5 ac +/-)
- 2021 (1.2 ac)
- 2020 (4.5 ac)
- 2019 (11.7 ac)
- 2019 Mowing (6.7 acres)
- 2018 (50.5 ac)
- 2018 Mowing (7.5 ac)
- 2017 Mowing (6.8 ac)
- 2016 (22.7 ac)
- 2016 Mowing (5.0 ac)
- 2015 (2.8 ac)
- 2012 (13.7 ac)
- 2010 (28.0 ac)
- 2009 (3.6 ac)

Map compiled by the Rockingham County Conservation District December, 2022

0 0.1 0.2 0.4 Miles

Odiorne Point State Park Proposed Restoration 2023 Rye, NH

