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New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

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April 2, 2024

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-B00, in the amount of \$28,382.00 for the *Enhancing Coastal Resiliency at Odiorne Point, Little Harbor Shoreline* project in the Town of Rye, Rockingham County, effective upon Governor and Council approval for the period of July 1, 2024 through April 30, 2026. 100% Other Funds.

Funding is available in Fiscal Year 2025 in account, Soil Conservation, as follows:

02-18-18-184510-28600000 SOIL CONSERVATION

<u>OBJECT CLASS</u>	<u>ACCOUNT</u>	<u>FY2025</u>	<u>TOTAL</u>
073-500581	Grants – State	\$28,382.00	\$28,382.00

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 restoring coastal habitat and coastal resiliency by implementing vegetative best management practices.

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,



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 State Conservation Committee		1.2. State Agency Address P.O. Box 2042 Concord, NH 03302	
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 28600000-500581	1.7. Completion Date 4/30/2026	1.8. Grant Limitation \$ 28,382.00
1.9. Grant Officer for State Agency Deirdre Brickner-Wood		1.10. State Agency Telephone Number (603) 271-3551	
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>Samantha Cyr</i>		1.12. Name & Title of Grantee Signor 1 Samatha 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) <i>Shawn 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: <i>Sheri Phillips</i> Assistant Attorney General, On: 3/22/2024			
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 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 such 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 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 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

Initials SKC
Date 3/11/24

- 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.

Initials SKC
Date 3/11/24

**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 *Enhancing Coastal Resiliency at Odiorne Point, Little Harbor Shoreline* project in the Town of Rye, Rockingham County, NH, dated September 15, 2023:

Task 1. Develop a plan for planting a dune area of approximately 2,000 square feet, more or less, including implementation of Best Management Practices for planting and site preparation. Provide documentation of costs and demonstration of planting plan.

Task 2. Complete invasive control in planting area and newly mowed area. Provide documentation of costs and updated maps of invasive control practices, special permit, effectiveness and photo documentation.

Task 3. Complete seed grow-out and planting, plant purchase and transplanting for an area of approximately 2,000 square feet, more or less. Provide documentation of costs and demonstration of planting preparation and project services rendered.

Task 4. Complete NH DES wetland bureau preliminary permit review and determination of permits. Provide documentation of costs and demonstration of permit documents.

Task 5. Procure plants and RCCD plant propagation. Complete up to two site specific planting workshops. Provide documentation of costs and demonstration of task completion.

Task 6. Provide the following for project management, outreach and close-out:

- a. Provide Project Management. Include the completion of funding recommendation plan and project presentation to partners.
- 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 for NH State Conservation Committee use, with photo authorization form.
- 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 and associated documents, as provided and instructed by the NH State Conservation Committee.

Grantee Initials SKC

Date 3/11/24

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**

The NH State Conservation Committee shall pay to the Grantee the total reimbursable program costs not to exceed the grant limitation (section 1.8) in accordance with the following requirements:

The invoice form shall be accompanied by proper supporting documentation based upon project costs. The Grantee will maintain adequate documentation to substantiate all project related costs. All work shall be performed to the satisfaction of the NH State Conservation Committee before payment is made. 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	\$ 2,666.00
Upon Completion and SCC approval of Task 2	\$ 3,496.00
Upon Completion and SCC approval of Task 3	\$ 3,911.00
Upon Completion and SCC approval of Task 4	\$ 5,688.00
Upon Completion and SCC approval of Task 5	\$ 3,674.00
Upon Completion and SCC approval of Task 6	\$ 8,947.00
Total	\$28,382.00

Changes to the Scope of Services require NH State Conservation Committee approval in advance. All work must be completed prior to the completion date (section 1.7) in this Grant Agreement to be eligible for reimbursement.

Grantee Initials SKC
Date 3/11/24

Certificate of Authority #1 – Resolution for Vote

I, Richard Sugatt, hereby certify that I am duly elected Clerk/Secretary/Officer
(Name #1)
Rockingham County Conservation District. I hereby certify the following is a true copy of a vote taken
(Name of Grantee)
a meeting of the Board of Directors / Council / Selectboard / Supervisors, duly called and held on _____ at
February 21, 2024.

at which a quorum of the Directors/Councilors/Selectmen/Supervisors, were present and voting.

VOTED: That Samantha Cyr, Chair is
(Name #2 and Title. May list more than one person)

duly authorized to enter into contracts or agreements on behalf of

Rockingham County Conservation District with the State of New Hampshire and any of
(Name of Grantee)

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 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.

DATE: 3/13/24 ATTEST: Richard Sugatt, Secretary
(Name #1 & Title)



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:

Rick Sugatt, Secretary
Greg Balog, Treasurer
Dick Lutz, Associate Supervisor

Sammy Cyr, Chair
Lloyd Ziel, Vice Chair

Staff and Partners:

Vicky Nelson, District Manager
Tracy Degnan, Recording Secretary

Matt Larkin, NRCS
Todd Wagner, Applecrest
Farm
George Horrocks, Harmony
Energy Works, Inc.

DRAFT MINUTES February 21, 2024

1. Non-Public session in accordance with RSA Chapter 91 A:311 a, b, c, d, e and f.
2. Call to order-Board of Supervisors meeting.
 - a) The meeting opened at 6:36 pm. Cyr was in attendance remotely as well as Larkin. Wagner and Horrocks were also in attendance remotely, all others were present.
3. Review of Applecrest easement request for solar panel placement
 - a) After discussion, it was decided to move this item to the top of the agenda. Degnan gave a brief overview of the proposed request as follows: Owner of Applecrest Farms, Todd Wagner, would like to install solar arrays adjacent to an interior outparcel that is within the Applecrest conservation easement on an existing cement pad (formerly a chicken coop). Wagner hired Harmony Energy Works to complete an assessment of existing KW usage, and has proposed many solar arrays throughout the property, the majority of which are on rooftops of existing structures within the outparcels. The proposed solar arrays that would extend into the conservation easement would be placed on the concrete pad, using 8" steel pipes imbedded into 3' cement cylinders, that would then be imbedded into the existing concrete pad, and extend likely a total of 5' under the cement pads (width of pad unknown). The total length of the proposed arrays are approximately 160' x 14' in width (due to the solar panel titled at an angle).
 - b) A funding proposal to enhance the energy viability of the farm is being completed

by Harmony Energy Works for Wagner. Several handouts were offered during the discussion and will be placed in the file. Horrocks of Harmony Energy Works answered several questions regarding the proposed project. Wagner also offered a memo indicating why this area (including the easement land) is the best possible location for the two solar arrays.

- c) After further discussion, and with questions answered, Nelson assisted with review of the important deed language to consider within the Conservation Easement, the Board offered a motion.
- d) *A motion was made by Ziel to accept the proposal as submitted to the Board as the Board agrees that this proposal does not violate the language within the easement whereas, the proposed solar arrays are considered an ancillary structure, and is necessary for the accomplishment of economically viable agriculture for farm production on the easement property. The Board further requires that the landowner and any future landowner maintain all equipment, and if that equipment is found no longer viable, that the landowner will remove all installed equipment and dispose of it properly. This approval is conditional upon the Natural Resources Conservation Service staff review and approval, and the landowner shall supply the Board with all final documentation and as-built drawings for the RCCD files as well as an updated Natural Heritage Bureau (NHB) review. The motion was seconded by Balog and so approved.*

4. Meeting Minutes

- a) The minutes of the January 2024 meeting were reviewed.
- b) *A motion was made by Ziel to accept the January minutes. The motion was seconded by Sugatt and so approved.*

5. Financial Reports

- a) Nelson reported that the financial reports have been updated. The last fiscal year's financial reports were re-reviewed, updated, and now are correct. Although Nelson noted they have not gone to the accountants for review yet.
- b) Nelson reported that the January 2024 financials are also available, and the Purchase and Loss and previous year comparison reports were reviewed. Nelson indicated that not much invoicing had been completed, but that she and Degan spent some time on budget review for 2025 and is comfortable that the invoicing to take place prior to the end of the year will put the District in a good position. There are a lot of projects which were projected out for review.
- c) *A motion was made by Sugatt to file the FY 2023 end of year financials, ending as of June 2024, as presented. The motion was seconded by Balog, and so approved.*
- d) *A motion was made by Sugatt to file the January 2024 financials, as presented. The motion was seconded by Ziel, and so approved.*

6. District Reports

- a) Degan reviewed the Activities report briefly, with a few highlights as follows.
- b) Staff received the award from the NH Charitable Foundation under the Great Bay 2030, Water Quality and Quantity Focal Area Project, titled *Collaboratively Implementing Neighborhood Scale Stormwater Management* that will take place at the River Run community in Exeter.
- c) Degan explained that the NH DES, Coastal Resilient Grant and the NH State Conservation Committee contract documents for continued planning at Odiorne Point State Park were ready for

signature and would need a Board vote to accept those funds and enter contracts.

d) A motion was made by Sugatt to accept funds for continued planning work at Odiorne Point State Park and to enter into a contract with the NH DES, Coastal Resilient Grant program, and to authorize the Chair to sign all required documents. The motion was seconded by Ziel, and so approved.

~~e) A motion was made by Sugatt to accept funds from the New Hampshire State Conservation Committee for 2024 for continued planning work to be completed at Odiorne Point State Park and to enter into a contract with the State Conservation Committee, and to authorize the Chair to sign all required documents. The motion was seconded by Balog, and so approved.~~

7. Reports

a) NHACD

- Lutz discussed the Farm and Forest Expo, which will be held at the Deerfield Fair on May 3rd and 4th, and he would like to see Supervisors and staff participate at the NHACD booth and anticipates that equipment can be demonstrated this year.

b) SCC

- Lutz noted that a job description for the bi-District representative was approved. The NH SCC meetings also meet quarterly, and will need a representative after August 2024.

c) NRCS

- Larkin noted that the Epping field office was being renovated, and much of his staff is now located at the State Office for a couple of months. Larkin remarked that Becky Ross, State Conservationist is coming back starting January 26th.
- Larkin discussed the Local Workgroup requirement, and that Hanley and Degnan met and found a time that would work. Degnan reported that April 3rd later in the afternoon would work well for everyone (3- 5 pm) if the Board was amenable, and that she would try to book the Brentwood Community Center for this meeting. Haley has offered to facilitate the LWG meeting and pull together the notes/data for NRCS. Degnan will post the meeting.
- Larkin is looking forward to the NRCS-District Showcase scheduled for 3/20.

8. Old Business

- Supervisor updated: Degnan indicated that a couple of new individuals will be invited to the NRCS-District showcase, as they may have an interest in serving on our Board.
- Per Annual Plan: Review Insurance and Bond Coverage: This information was supplied to the Board for review. Nelson noted that this is simply a summary of our insurance policies.
- Per Annual Plan: District Manager Review: A brief discussion took place on the new format that Nelson provided which included a summary of major items that took place last year, as well as noted strengths and weaknesses. The Board did not have time to review the new document, so this item was tabled for the next meeting. Degnan noted that the next meeting would be very short, with a consent agenda, but that this could be included.
- Per Annual Plan: Staff Bonuses: Nelson noted that this item was tabled before December and that the staff evaluations have since taken place. It was noted that Nelson distributes the bonus amount allocated to staff each year.
- A motion was made by Sugatt to approve \$2,500 for staff bonuses. The motion was seconded by Ziel and so approved.
- Degnan requested that the Board approve the Rye Town Forest Easement vote as previously discussed. The following information was provided by the RCCD attorney:

- A. The unwooded portion of the so-called "Perry Walker Tract" that was conveyed to the Town of Rye in 1961 for the purposes of "enlarging the Central Cemetery" will be removed from and unburdened by the Conservation Easement;
- B. The wooded portion of the Perry Walker Tract to the immediate north of the Cemetery Annex (hereinafter the "wooded uplands") will be removed from and unburdened by the Conservation Easement;
- C. The lands identified in Paragraphs A and B will be under the management and control of the Cemetery Trustees;
- D. The Conservation Commission will retain a perpetual easement, 20 feet in width, over the wooded uplands for the red trail and such portions of the orange trail that are within those wooded uplands. The Cemetery Trustees shall have the option in the future to relocate the easement for red trail and orange trail (if the latter is included in the easement area), to along the perimeter of the cemetery lands that are along the existing stone wall adjacent to the Cemetery Annex; provided that the cost for the laying out, grading, and clearing of such a trail shall be paid by the Cemetery Trustees. If the Cemetery Trustees exercise that option, the perpetual easement referenced would be amended to the relocated red trail and/or orange trail;
- E. The trees on the wooded uplands are to remain unless and until that space is needed or cemetery purposes in the discretion of the Cemetery Trustees;
- F. The Cemetery Trustees will consult with the Conservation Commission regarding the location of any cemetery road constructed in the wooded uplands if that cemetery road crosses the red trail, provided that, if the Cemetery Trustees and the Conservation Commission are unable to reach agreement after good faith discussion as to that cemetery road, the Cemetery Trustees shall have the final say as to the location of that cemetery road;
- G. For the avoidance of any disturbance of funerals, signage shall be posted along the red trail at the entry of the cemetery lands identifying that the land is part of the cemetery and stating that users are advised to exercise proper respect and consideration for funerals and their attendees," or words to that effect. The cost of the signage will be borne by the Cemetery;
- H. The Cemetery Trustees will not grade the wooded uplands until it is reasonable and prudent to do so in the discretion of the Cemetery Trustees;
- I. The portion of the Perry Walker Tract located to the south of the Cemetery Annex, largely comprised of wetlands, will remain in the Conservation Easement, with the exception of the portion of those lands that are presently used by the Cemetery Trustees for storage.
- J. The survey of the metes and bounds description will be funded by the Select Board and Conservation Commission, with the metes and bounds description to be approved by the Select Board, Cemetery Trustees, and Conservation Commission."

a) A motion was made by Sugait to approve, and to the extent necessary, ratify, the correction of the boundaries of the Rye Town Forest over which the Rockingham County Conservation District holds a conservation easement and to execute all documents necessary to accomplish said purpose, upon review and approval of the metes and bounds description by RCCD's attorney, under the terms as laid in Town of Rye Warrant Article 32, as amended at the February 3, 2024 Deliberative Session, with the agreement of the Rye Cemetery Trustees, Rye Conservation Commission, and Rye Select Board, as follows, where the term 'Conservation Easement' refers to the Easement that is held by RCCD. The motion was seconded by Balog and so approved.

9. New Business

- a) Per Annual Plan: Long Range Plan Review and Update (every five years). After Discussion it was noted that the Long-Range Plan did not need to be reviewed until 2028.
- b) Degan noted that the Farmer Climate Resilient Grant recommendations were included in the packet, and that the subcommittee had completed the review and recommendations. The Board is now requested to review and approve or modify the recommendations.
- c) *A motion was made by Sugait to approve the recommendations for the funding allocations for the FY 2024 Climate Resilient Grants as presented. The motion was seconded by Balog and so approved.*
- d) Per Annual Plan: Review and Update District Stewardship Funding Policy
It was noted that this item does not currently need to be reviewed.
- e) RCCD Safety Committee Meeting

- Degnan noted that a new door had just been installed, and that the AED is available in the office. Lutz noted that the expiration date on the pads should be checked.
- f) Draft Annual County Budget: Nelson noted that she and Degnan had spent time reviewing budgets and costs and reported that health insurance was increasing by 14 %. After review Nelson provided the proposed budget for the county. Nelson indicated that last year the District requested \$115,000 from the county, and this year would propose \$120,000 as a request from the county.
- g) *A motion was made by Balog to accept the proposed budget of \$120,000 for FY 2024 and to request that from the Rockingham County delegation. The motion was seconded by Ziel and so approved.*
- h) *A motion was made by Ziel to provide 5% staff increases as proposed in the budget. The motion was seconded by Sugatt and so approved.*

10. Other Business

- a) The District will have a consent agenda for the March 2024 meeting, which will be short (30 min) and will take place after the District-NRCS Showcase at the Brentwood Community Center.

11. Adjourn

- a) *A motion was made by Ziel at 8:39 pm to adjourn the meeting. The motion was seconded by Sugatt, and so approved.*



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 E-MAIL ADDRESS: joyce.torrey@crossagency.com		FAX (A/C No): (603) 524-3666	
INSURED Rockingham County Conservation District 110 North Road Brantwood 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:** 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 INSO	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"/> PRO JECT <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 checked="" 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	Y/N	N/A	XWS57752315	07/08/2023	07/08/2024	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)
 New Hampshire Workers' Compensation = Executive Officers or Members excluded are: Cris Blackstone, Richard Lutz and Samantha Cyr

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 