

**Atkinson Conservation Commission Minutes**  
**Wednesday, October 28, 2020, 7:00 PM**  
Via Zoom (no physical venue)

Approved November 25, 2020

**Members Present:**

Paul Wainwright, Chair  
Bill Steele, Vice Chair  
Jeff Nenart  
Denise Legault  
Scott Kukshtel  
Dennis Krause  
Pete McVay  
John Fournier (Alternate)  
Suzie Newman (Alternate)

**Others Present:**

Bob Worden, Selectmen Liaison  
Sue Killam, Planning Board Chair

**1. Call to Order, Emergency Declaration, and Attendance (via roll-call)**

Chair Paul Wainwright called the meeting to order via Zoom conference call at 7:00PM on Wednesday October 28<sup>th</sup>, 2020. Chair Wainwright began the meeting by reading the state-of-emergency declaration that can be found in Attachment A. Chair Wainwright took attendance via a roll call and all members are present with the exception of Member Borisko. A record of all roll call votes is contained in Attachment B.

**2. The “Worden Report” – Exercise Trail report – Bob**

Selectmen Liaison Bob Worden went through the various events coming up in Town and voiced the need for volunteers to help with parking for the upcoming election, which he estimates will see around 4,000 voters; a record number of voters for Atkinson. Selectman Worden stated his support for the two warrant articles that were discussed at the last Commission meeting.

Selectman Worden stated that the Fit Trail Memorandum of Understanding was signed off on by the Board of Selectmen after a 5-0 vote. A copy of the completed Memorandum is on file with the Board of Selectmen, with the Conservation Commission and with the Recreation Commission. A copy is also attached to these minutes. Selectman Worden continued that the Recreation Commission is sponsoring a Fit Trail rock removal day this coming Sunday morning for which a flyer has been widely distributed. Selectman Worden stated that he’s got a good group of volunteers thus far but asked for any additional volunteers to help break ground on the Fit Trail project which will be underway on November 1<sup>st</sup>. Selectman Worden thanked the Commission for their support.

### 3. Conservation Project - Sue Killam

Chair Wainwright introduced Sue Killam, Chair of the Atkinson Planning Board, and stated that she is at this meeting on personal business and would like to review the plans she and her husband have made for the land they own in Town. Ms. Killam thanked the Commission for their time and introduced their plans for their land. Ms. Killam stated that last week, the Atkinson Planning Board granted conditional approval of a plan for their land which will include a subdivision, to sell off one of the lots. Ms. Killam stated that as the land is now, there are two properties; one property that Dean has owned for about forty years and one property the she & Dean purchased last year from his brother's family when his brother passed away. Ms. Killam continued that the property purchased last year will be reduced to a 3.7-acre lot and this will turn their currently 23-acre lot into a 40-acre lot.

Ms. Killam stated that although she is the Chair of the Planning Board, she is still quite the conservationist at heart. Ms. Killam continued that she would also be putting a conservation easement on most of the 40-acre lot; this plan has been worked on in partnership with the Southeast Land Trust. Ms. Killam stated that the Southeast Land Trust's primary mission statement has to do with preserving agricultural lands and forest, both of which are present on this land. Ms. Killam stated that this land has been maintained as a small-but-active farm for at least the last 25 years, and Dean even grew up on the property. Ms. Killam stated that she & Dean view this piece of property as a true gem of a habitat and they'd like to keep it that way in perpetuity. Ms. Killam stated finally that this conservation easement would prevent the land from ever being developed which is very important to her & Dean.

Ms. Killam noted for anyone unaware, the purpose of a conservation easement is to put the development rights of the land into the hands of a conservation organization whose primary mission is to hold those development rights in perpetuity so that the land is never developed. Ms. Killam stated that her hope is that someday when we're all gone, this land can still be enjoyed for its natural beauty. Ms. Killam stated that this piece of land is much more than just woods. She spoke of the 5-acre pond on the property which was dammed up about 200 years ago for a mill that was in use at the time. Ms. Killam spoke of the old stone walls that predated the damming of the pond and noted how they ran under the pond and form one of her property's boundaries.

Ms. Killam spoke of two streams on the property. The first stream is Hog Hill Brook, which comes in from under Route 111 and Island Pond Road and leads into a prime wetland area and then winds through Emery Drive and under Oak Ridge Drive and enters into the Killams' pond; Oak Ridge Drive is another one of her property's boundaries. The second stream on the property comes down from Hovey Meadow Road, parallels Woodlock Park Lane and crosses under Westside Drive at that intersection and then enters into the Killams' pond after passing through a few other properties. When this second stream exits the pond, it continues as Hog Hill Brook although the pond itself is unnamed. The second

stream then weaves under Westside Drive between the two properties that she intends to put together with this project.

Ms. Killam stated that her intentions this evening were to introduce the Commission to the project and let them know that the next discussions with the Southeast Land Trust are set to begin in January 2021. Ms. Killam continued that she has already met with members of the Southeast Land Trust, and they've analyzed the land, liked the various features and offered quite a bit of input as to how the new lot lines should be laid. Now that the Killams have purchased the second plot of land, the Southeast Land Trust will only have to deal with one landowner rather than two. Ms. Killam stated that she welcomed comments or suggestions of things she should consider while drawing up this conservation easement so that everyone's needs can be met. Ms. Killam stated that she views this land as a teaching habitat where people can come with their children to gain great insight into nature's true beauty.

Ms. Killam continued that there are uplands in addition to the wetlands and as such the land is under a forest management plan, had a pine tree harvest four or five years ago, and will have an oak tree harvest about ten years from now if the future land owner chooses to do so. Ms. Killam stated that she & Dean are quite enthused and proud that they are able to complete this project on their land to preserve it in perpetuity. Ms. Killam also stated that this plot of land used to be one piece back in the 1800's and she is happy that she is able to bring the two pieces back together.

Ms. Killam stated that she would be happy to answer any questions or show any of the members around the property if they'd like to see it in person – 50 Westside Drive, walk up the woods road. Ms. Killam stated, finally, that when this property is sold, the new access point will be off of Deer Run Road, which is off of Oak Ridge Drive. The Killams own a 50-foot piece of land that runs out to Deer Run Road which will be the primary access point in the future.

Chair Wainwright produced a map of the area which showed the two pieces of land and the 50-foot strip of land that goes out to Deer Run Road. Chair Wainwright highlighted the proximity of this land to the Judge Marshall Town Forest. Chair Wainwright voiced his appreciation for the Killam's dedication to conservation and offered the Commission's help with whatever they need. Ms. Killam stated that the next hurdle she needs to figure out is how to fund this land trust in perpetuity. Ms. Killam continued that the Southeast Land Trust is working on a budget which is essentially a permanent endowment for them to maintain the properties as described in the easement deed. Ms. Killam stated that she does not know what the amount of the budget will be, she guessed it could be anywhere from \$50,000.00 to \$80,000.00. Ms. Killam stated that she would certainly need help with funding and that this will be the biggest challenge to overcome during this project now that the other difficult piece of obtaining the land is already taken care of.

Ms. Killam stated that they are working out how to fund this endowment but they are unsure of how well a conservation easement would be received by the residents. Ms. Killam recalled another similar conservation easement in Town at

the Community Center – the Trinity Camp and the fact that occasionally, the Southeast Land Trust will show up to enforce the rules of the easement.

*[Editor's Note – The Forest Society only has a few words of restriction in the deed to the 5-acre portion of the Trinity Camp land on which the Community Center building and parking lot are located; the Forest Society does not hold a full-blown conservation easement on the Community Center's 5-acre parcel.]*

Ms. Killam continued that this is one of the reasons for the endowment, to ensure that an organization like the Southeast Land Trust has the resources to keep an eye on the land in perpetuity. Chair Wainwright made clear that conservation easements are a liability, rather than an asset to the deed holder but they ensure that the land is monitored and that the conservation easement is followed.

Member McVay asked what the working relationship with the Southeast Land Trust will be like; he stated that the Commission doesn't exactly have a dog in this fight but that they'd love to be involved with the project if possible. Ms. Killam stated that there will be plenty of time to give input on things like whether or not the land will be open for public use, and she urged the members to come out and look at the land. Member McVay asked if the Commission would be privy to the meetings between the Killams and the Southeast Land Trust. Ms. Killam stated that the 'meetings' have been rather informal but they could work something out. Chair Wainwright stated that the Commission would be happy to at least read through the proposed deed and offer comment if she'd like.

The Commission thanked Ms. Killam for speaking about the project and for working on bringing this project to fruition.

#### **4. Review and Approval of minutes: September 23<sup>rd</sup>, 2020 Public & Non-Public**

Chair Wainwright requested a motion to approve the minutes of the September 23<sup>rd</sup>, 2020 public meeting of the Atkinson Conservation Commission, as written. Member Legault noted one grammar error.

**Member Nenart made a motion to approve the minutes of the September 23, 2020 public session of the Atkinson Conservation Commission, as amended. Member Legault seconded the motion. Vote: 7/0/0. (The details of this roll-call vote can be found in Attachment B).**

Chair Wainwright requested a motion to approve the minutes of the September 23<sup>rd</sup>, 2020 non-public meeting of the Atkinson Conservation Commission, as written.

**Member Kukshel made a motion to approve the minutes of the September 23, 2020 non-public session of the Atkinson Conservation Commission, as written. Vice Chair Steele seconded the motion. Vote: 7/0/0. (The details of this roll-call vote can be found in Attachment B).**

## 5. 2020 Treasurer's report - Paul

Chair Wainwright produced the Treasurer's report and stated that so far this year, the Commission has spent \$7,182.15 which leaves roughly \$2,200.00 in the budget for the rest of the year. Chair Wainwright continued that there are expected expenditures in the amount of \$1,172.53 which leaves just over \$1,000.00 unused. Vice Chair Steele recommended using these funds towards the hedge trimmer and critter camera that Chair Wainwright purchased earlier this year for Commission use. Member McVay recommended using these funds for software licenses to aid in the video projects, although Dave Williams advised against it at this time. Dave Williams stated that it only makes sense to purchase the permanent licenses if you plan on working on a lot of video editing projects, otherwise the subscription-based model is just fine where you pay month-to-month. Dave Williams stated, finally, that he does currently have the licenses that Member McVay is referring to and he's happy to help the Commission with their video project.

## 6. Sawyer Invasive Plant Management: RFP approval

Chair Wainwright stated that he's been working since July on the RFP for mechanical removal of invasive plants in the Sawyer Town Forest, and reminded members that he circulated a copy of the final RFP several days ago. A copy is also attached to these minutes.

Chair Wainwright asked the Commission for comments. Chair Wainwright stated that he walked this land with Doug Cygan of the New Hampshire Department of Agriculture, Markets & Foods, and Doug was kind enough to give the Commission a number of copies of his book *The New Hampshire Guide to Upland Invasive Species*.

Chair Wainwright referred to the map from the back of the RFP to indicate which areas would be targeted, and it amounts to about four acres. Chair Wainwright requested a motion to send out this RFP to prospective vendors.

**Member Nenart motioned to approve and publish the Sawyer Invasive Plant RFP. Member McVay seconded the motion. Vote: 7/0/0. (The details of this roll-call vote can be found in Attachment B).**

Chair Wainwright stated that this RFP would be sent out to the following vendors:

- Granite Coast Landscapes
- John Brown & Sons
- New England Right of Way Vegetation Management Company  
(Recommended by the Rockingham County Conservation District)
- Rick Ambrose (Also recommended by the Rockingham County Conservation District)
- Dave Martin, who runs a land management company in Ramond
- Jim Lavoie, who mowed our fields last month

Chair Wainwright stated that this RFP would be sent out Monday November 2, 2020, and that responses are due back by noon on Friday December 11, 2020, and he hopes to review these proposals at the December Commission meeting.

## **7. RPC contract for the Moose Plate Land Conservation Plan – spending approval and contract authorization**

Chair Wainwright stated that he has been negotiating a contract with the Rockingham Planning Commission for the Moose Plate Land Conservation Plan. A final draft of this contract was previously distributed to Commission members, and is also attached to these minutes. It has been reviewed by both the Town Administrator and Town Attorney, and their comments have been incorporated.

Chair Wainwright stated that in discussing the project with Steven Buckley, Lead Counsel for the New Hampshire Municipal Association, he determined that:

- Money to pay for this Land Conservation Plan may be authorized to come from the Conservation Fund by majority vote of the Commission without further approvals by the Selectmen, and
- Since the Commission has the funds available to pay for the project, the Commission may vote to authorize the Chair to sign the contract.

Barbara Richter, Director of the NH Association of Conservation Commissions, has supplied a table showing the approval process that is required to expend Conservation Fund money for various purposes, and a copy of this table is attached to these minutes.

Chair Wainwright requested a motion.

**Member Legault motioned to approve expenditures from the Conservation Fund up to \$9,6080 to cover the cost of hiring the Rockingham Planning Commission to assist with the development of the Moose Plate Land Conservation Plan, and to authorize the Conservation Commission Chair to sign the contract for their services. Member McVay seconded the motion. Vote: 7/0/0. (The details of this roll-call vote can be found in Attachment B).**

Once the contract is signed, there should be more progress on this project.

## **8. Approve expenditure from the Conservation Fund for land appraisal**

Chair Wainwright gave an update on the land acquisition opportunity that was discussed in non-public session last month. The landowner is willing to sell the land as a “bargain sale” (i.e., below market value), and agrees obtaining an appraisal is the next step in this process. Chair Wainwright stated that he has been in touch with the following appraisers:

- Chet Rogers - \$3,500
- Shurtleff Appraisal Associates in Hampstead NH – No quote, schedule too full
- Crafts Appraisal Associates in Bedford, NH - \$2,900
- Fremeau Appraisers, Inc., in Manchester, NH – \$3400

Chair Wainwright recommended going with Crafts Appraisal Associates since they are the lowest bidder, and were quick to respond to his inquiry. Also, former SELT land steward Phil Auger says they are a reputable appraiser, and they currently appear on SELT's list of recommended land appraisers. Chair Wainwright stated that he is requesting two numbers: "highest and best" value (what a developer would expect for using the land for building lots), and the value with deeded conservation restrictions. He also stated that the appraisal will include a signed IRS Form 8283, which the seller may use to claim an income tax deduction.

Chair Wainwright also recommended that payments be structured so that \$1000 would be paid this year from the Other Professional Services line of our 2020 annual budget, with the balance to be paid upon completion of the work from the Conservation Fund. Chair Wainwright requested a motion.

**Member Nenart made a motion to spend \$1,000 from the 2020 Conservation Commission Annual Budget and \$1,900 from the Conservation Fund to obtain an appraisal of the land that was discussed in the non-public session of September 23, 2020, and to enter into an agreement with Craft Appraisal Associates to perform the appraisal. Member McVay seconded the motion. Vote: 7/0/0. (The details of this roll-call vote can be found in Attachment B).**

## **9. Brainstorming and open discussion about the video project**

Chair Wainwright stated that through his collaborative work at the workshop at the UNH Cooperative Extension School, he and some Members decided that a wildlife-in-Atkinson video would be a great project to work on. The Commission had an open discussion around this project and shared ideas to bring this project to life. More to come.

## **10. Discussion of a possible wetland buffer warrant article**

Chair Wainwright explained the difference between a buffer and a setback. Our current zoning contains a 100-foot wetland setback that dictates that you cannot build a structure or have a septic system within 100 feet of a wetland. On the other hand, a natural vegetative buffer would dictate that a specified distance from a wetland must be left undisturbed, and could not be used (for example) for roads or driveways. Atkinson only has buffers on the prime wetlands, which are 150-foot buffer zones.

Chair Wainwright asked the Commission if they thought it made sense to add a buffer around other wetlands as well, and whether Commission members had the energy and time to write (and get Planning Board agreement) for a warrant article to add such a buffer requirement to our zoning ordinances. Member Kukshtel stated that the challenge has always been how to enforce these buffers. While buffers sound like a good idea for further protecting our town's natural resources, Commission members agreed that more discussion with the Planning Board would be needed before such a proposal could go to the town's voters.

## **11. Short reports:**

### **a. Trails and trail maps – Dennis**

Member Krause stated that he completed a third printing of maps, and all locations have been restocked with trail maps. Member Krause also stated that the "No ATV-use" signs on the Marshall Land are still intact.

### **b. Pollinator Pathways – Suzie**

Alternate Newman stated that she wrapped up the milkweed seed collection and had a total of 500 milkweed pods collected. Alternate Newman continued that they are in the process of seeding the pods and have begun spreading the seeds on the fields on the Sawyer Land.

### **c. Eagle Scout project – Bill**

Member Steele stated that the Eagle Scout is scheduled to start his project in early November and plans to be done by the end of November; the Commission will soon start seeing receipts for materials.

### **d. Field Mowing – Paul**

Chair Wainwright stated that the field mowing was completed a few weeks ago by the new mower, Jim Lavoie, at a rate of \$935, which is \$200 per acre.

### **e. Proposed Warrant Articles: Preliminary review with Selectmen – Paul**

Chair Wainwright stated that the Selectmen gave the two warrant articles we discussed at last month's meeting a preliminary approval, but that he will need to go back for further discussion once the Selectmen start reviewing warrant articles.

### **f. Essex County Greenbelt Association site walk the week of Nov 9 – Paul**

Chair Wainwright stated that he has been in touch with Michael Carbone, who is a land steward at the Essex County Greenbelt Association. Michael is familiar with the Ruth McPherson Land in Massachusetts, and Chair Wainwright will meet with him to get insight into how they handle the ATV



problem. Over the phone, Michael stated that they don't allow ATV use on their lands, but noted that it isn't exactly posted. Chair Wainwright stated that he plans on walking the McPherson land in Massachusetts in the near future with Michael, and gave an open invitation to any members who'd like to join.

**g. Land Conservation Plan – Paul**

Chair Wainwright reminded the members that they just approved the contract to get the work started at the Rockingham Planning Commission.

**h. DES Public Input Session on T&E rules – Paul**

Chair Wainwright stated that the final DES Threatened & Endangered species public input session is October 29<sup>th</sup> (tomorrow), and he plans on being in attendance. Chair Wainwright stated that during the first session, DES spoke about the order Alteration of Terrain applicants should follow when dealing with threatened & endangered species: first, avoid harm, second, minimize harm, and third, mitigate harm by creating or preserving habitats in other places.

**i. Wildlife Action Plan – Paul**

Chair Wainwright stated that the Wildlife Action Plan, which was created by New Hampshire Fish & Game, delineates on a broad scale where the wildlife habitats are important. This is another important thing to consider when working on alteration of terrain permits, and should also be useful when producing our Wildlife Habitat video.

**j. Forest Society – Williams #4 – Paul**

Chair Wainwright stated that the Forest Society is looking for an update on Williams #4. Members Legault and McVay agreed to walk Williams #4 to make sure everything is acceptable and Member McVay agreed to file the necessary report.

**k. Marshall Town Forest Western Boundaries – Paul**

Chair Wainwright stated that he & Denise were unable to find the western property lines on the Marshall Town Forest, so he recommends hiring Tim Lavelle to mark the property lines. Chair Wainwright continued that the cost will be \$500, and there is currently enough money in the 2020 annual budget to cover this expense. Chair Wainwright requested a motion.

**Member Legault made a motion to hire Tim Lavelle to mark the property lines of the Marshall Town Forest. Member McVay seconded the motion. Vote: 7/0/0. (The details of this roll-call vote can be found in Attachment B).**

## 12. Other Business

Member Legault asked if the hunting signs were hung at the trailheads and posted on the Town website, yes on both accounts.

## 13. Next meetings: November 25 and December 23, 2020 (4<sup>th</sup> Wednesdays at 7:00)

## 14. NH ACC Annual Conference: Saturday, November 7, 2020 via Zoom

## 15. Adjournment

Chair Wainwright requested a motion to adjourn.

**Member McVay made a motion to adjourn the October 28<sup>th</sup>, 2020 meeting of the Atkinson Conservation Commission. Member Krause seconded the motion. Vote: 7/0/0. (The details of this roll-call vote can be found in Attachment B.)**

The meeting adjourned at 8:43PM.

Respectfully Submitted,

Zachary Gilberti, Recording Clerk

### Attachments:

- a. Emergency declaration
- b. Roll call voting record
- c. Fit Trail Memorandum of Understanding
- d. Treasurer's report
- e. Sawyer Invasive Plant management RFP
- f. RPC contract for the Land Conservation Plan
- g. Table showing the Conservation Fund approval process

## Attachment A

# A Checklist To Ensure Meetings Are Compliant With The Right-to-Know Law During The State Of Emergency

As Chair of the [Atkinson Conservation Commission](#), I find that, due to the State of Emergency declared by the Governor as a result of the COVID-19 pandemic and in accordance with the Governor's Emergency Order #12 pursuant to Executive Order 2020-04, this public body is authorized to meet electronically.

Please note that there is no physical location to observe and listen contemporaneously to this meeting, which was authorized pursuant to the Governor's Emergency Order. However, in accordance with the Emergency Order, I am confirming that we are:

*a) Providing public access to the meeting by telephone, with additional access possibilities by video or other electronic means:*

We are utilizing [Zoom](#) for this electronic meeting. All members of the [Commission](#) have the ability to communicate contemporaneously during this meeting through this platform, and the public has access to contemporaneously listen and, if necessary, participate in this meeting through dialing the following phone # [+1 929 205 6099](#) with meeting ID [981 0094 3508](#) and **phone** password [929164](#), or by clicking on the following website address:

<https://zoom.us/j/92163965777?pwd=VndoaVU3NW1jdit0QlI0SG9mdW5mZz09>

*b) Providing public notice of the necessary information for accessing the meeting:*

We previously gave notice to the public of the necessary information for accessing the meeting, including how to access the meeting using Zoom or telephonically. Instructions have also been provided on the website of the [Town of Atkinson](#) at:

[www.town-atkinsonnh.com](http://www.town-atkinsonnh.com).

*c) Providing a mechanism for the public to alert the public body during the meeting if there are problems with access:*

If anybody has a problem, please call [362-4549](#) or email at: [stationmgr@atkinson-nh.gov](mailto:stationmgr@atkinson-nh.gov).

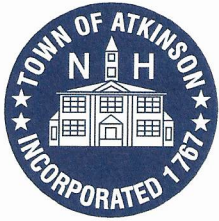
*d) Adjourning the meeting if the public is unable to access the meeting:*

In the event the public is unable to access the meeting, the meeting will be adjourned and rescheduled.

Please note that **all votes** that are taken during this meeting shall be done by **roll call vote**.

Let's start the meeting by taking a roll call attendance. When each member states their presence, please also state whether there is anyone in the room with you during this meeting, which is required under the Right-to-Know law.





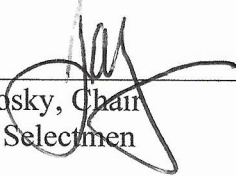
Office of the Selectmen  
**TOWN OF ATKINSON**

21 Academy Avenue, Atkinson, NH 03811  
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www.town-atkinsonnh.com

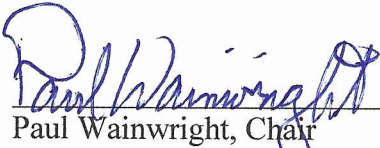
**MEMORANDUM OF UNDERSTANDING**

The Atkinson Board of Selectmen, Conservation Commission and Recreation Commission have reached a consensus for the development and use of the Atkinson Fit-Trail at Chadwick Town Forest located at Woodlock Park under the following stipulations.


- The park will designate by sign use of the Fit-Trail will waive liability to the town for participation on trail activities and include clearance by physician and encourage participation with a partner.
- The Conservation Commission gifts use of the trail to the Recreation Commission because the activity remains out of the legal realm of the Conservation Commission.
- The Recreation Commission with the assistance of the Town of Atkinson will install the trail and equipment. It will be maintained by Town expense without Conservation Commission involvement.
- If and when the equipment fails, it will be repaired or removed by the Recreation Commission and restore the forest landscape to its current state without expense or involvement of the Conservation Commission.

  
\_\_\_\_\_  
Jason Grosky, Chair  
Board of Selectmen

26th Oct 2020  
Date

  
\_\_\_\_\_  
Paul Wainwright, Chair  
Conservation Commission

Oct 15, 2020  
Date

  
\_\_\_\_\_  
Jason Lewis, Chair  
Recreation Commission

10/20/20  
Date



# **Request for Proposals**

## **Invasive Plant Mitigation Project, Phase 1**

Town of Atkinson Conservation Commission

The Town of Atkinson invites interested contractors to submit a proposal for the mechanical removal of invasive plants in the Sawyer Town Forest. This is the first phase of a multi-year project to manage the spread of invasive plants in the Town Forest. For background information about this project, applicants are referred to the *Sawyer Conservation Area Invasive Plant Mitigation Plan* prepared by Consulting Forester Charlie Moreno, dated September 2019, and available on the town web site here: [Sawyer Conservation Area Invasives Plan](#) .

For this phase of the project, the work to be performed will be to mechanically mow invasive plants in 4.15 +- acres in the “red zone” that is shown in the above-mentioned plan. A sketch of the areas to be mowed is shown in red in Attachment A attached to this RFP package. Photographs of typical infestations in these areas are contained in Attachment B. The areas to be treated are also flagged in the field in red. The work to be proposed must be in conformance with the plans, terms, specifications, and conditions that are included in this package, with no revisions.

All proposals must be submitted on the Proposal Submittal Form supplied on page 7 of this document, and all costs are to be included on the form. One additional page is allowed for elaboration on the Contractor’s proposal. No additional compensation shall be made by the Town of Atkinson unless agreed to beforehand in writing by the Chair of the Commission, and approved by the Town Administrator.

The Atkinson Conservation Commission is acting as the project manager for this project. Questions concerning this project may be directed to:

Paul Wainwright, Chair  
Town of Atkinson Conservation Commission  
19 Academy Avenue  
Atkinson, NH 03811  
[conservation@atkinson-nh.gov](mailto:conservation@atkinson-nh.gov) or [paulwainwright@comcast.net](mailto:paulwainwright@comcast.net)  
Home phone: (603) 362-6589

The Town of Atkinson reserves the right to reject any and all proposals deemed to not be in the best interest of the town, and furthermore reserves the right to renegotiate the work description, terms, and compensation with the selected Contractor.

Subcontractors may not be utilized without prior approval by the Town of Atkinson and disclosed on the Proposal Submittal Form. The accepted contractor shall bear full responsibility for employees and subcontractors.

Before preparing this proposal, it is highly recommended that you schedule a pre-proposal site visit with the Conservation Commission Chair (see above) to view the areas to be treated.

Proposals may be sent by email (preferred), mailed, or hand-delivered, and must be received no later than 12:00 noon on Friday, December 11, 2020. Proposals will be reviewed at the December 23, 2020 public meeting of the Atkinson Conservation Commission, and the Contractor will be selected at that meeting.

Proposals should be sent to:       David Cressman, Town Administrator  
Town of Atkinson  
19 Academy Avenue  
Atkinson, NH 03811  
[townadmin@atkinson-nh.gov](mailto:townadmin@atkinson-nh.gov)

with a copy to:       [conservation@atkinson-nh.gov](mailto:conservation@atkinson-nh.gov)

If sent by email, the subject of the email should be “Sawyer Invasive Plant Mitigation Proposal.” We will acknowledge receipt of your proposal.

Work shall be performed between January 1 and March 31, 2021, and shall be done in a manner to cause minimal harm to the soils, native plants, and other natural resources in the area. Whenever possible, work shall be performed when the ground is frozen to minimize ground disturbance.

**Submission of a proposal binds the awarded Contractor to a contract with the Town of Atkinson, the terms of which shall be the plans, terms, specifications, and conditions contained in this RFP package.**



# Invasive Plant Mitigation Project, Phase 1

## Town of Atkinson Conservation Commission

### Scope of Work

This phase of the project will involve the “mowing” of invasive vegetation within the sections of the Sawyer Town Forest shown in red in Attachment A, which total approximately 4.15 acres. Target invasive vegetation includes Oriental bittersweet, honeysuckle, multiflora rose, burning bush, and other state-listed prohibited invasive species. Native vegetation should be preserved to the extent practical; however, we fully recognize that mechanical treatment as described in this RFP is fairly destructive. It is important that soil and root disturbance be kept to a minimum.

The selected Contractor will provide the Atkinson Conservation Commission with at least 2 days’ notice of the anticipated start date in order to have Commission members available on site to monitor the work, and give the Commission time to close the forest to visitors. Work shall not commence before a pre-treat conference has been held between the Contractor and Commission members. Typically, this will be an on-site meeting that includes a review of the project sequence and schedule, access routes, property lines, sensitive areas, and other conditions specific to the location.

Once the project is started, weather permitting, the Contractor will work continuously to complete the work.

### Specific Conditions

1. The contractor, including all employees, must review the project limits, plan details, nearby property lines, and sensitive areas prior to initiating work in the area. No work shall be done beyond the project limits. No equipment will be allowed in other areas of the Town forest except to pass for purposes of accessing work areas.
2. This project involves work in close proximity to sensitive areas. The Contractor shall coordinate with the Atkinson Conservation Commission to take sufficient measures to prevent or minimize impacts to such areas.
3. Prior to arrival at the job site, the Contractor shall clean all equipment of plant material, as described in Env-Wt 307.05, in order to prevent the inadvertent introduction of additional invasive plant species in the Town Forest.
4. The Atkinson Conservation Commission may flag native trees and other plants to assist the Contractor to minimize any incidental native mowing. It is recognized

that some smaller native plants and saplings will be lost during the mowing process. Larger native trees should be saved whenever possible.

5. The Contractor shall notify the Commission upon completion of the project.
6. Inspection and approval of work will be completed by Commission members prior to the Contractor removing equipment from the site.
7. The Contractor shall also abide by the General Conditions listed below.
8. The Contractor shall request payment by submitting an invoice to the Commission upon completion and approval of the work.
9. If upon inspection the Commission determines the work has not been completed in a satisfactory manner and in accordance with the plans, terms, specifications, and conditions contained in this document, the deficiencies will be shown to the Contractor, who will rectify them immediately. Invoices will not be submitted to the Commission for payment by the Town until the work is approved.
10. Once the work is completed and approved, and the Contractor has submitted an invoice, the approved invoice will be forwarded by the Commission to the town's bookkeeper for payment. Typically, payment will be made within 14 days from the date the bookkeeper receives the approved invoice.

## **Indemnification**

The Contractor assumes all risk and liability for its work and the work of subcontractors. The Contractor shall defend, indemnify, and save the Town of Atkinson, its employees and volunteers, harmless from and against any and all third party claims, debts, demands, obligations, liabilities, damages, penalties, or judgements, including, without limitation, attorneys' fees, investigative discovery costs, arising out of, occasioned by, or related to the Contractor's work as herein described. This Indemnity Provision shall remain in effect and may be enforced whether or not the Town of Atkinson or its employees or volunteers are made a party to any litigation, and shall survive the expiration of this contract. The Contractor releases the Town of Atkinson, its employees and volunteers from, and waives all claims, debts, demands, obligations, liabilities, damages, penalties, or judgements, including, without limitation, attorneys' fees, investigative and discovery costs, arising out of, occasioned by, or related to the Contractor's work as herein described.

## **Insurance**

The Contractor shall carry the following minimum insurance at its expense:

Workmen's Compensation	\$ Statutory
A) Comprehensive Public Liability ("CPL")	\$2,000,000 for bodily injury \$500,000 property damage For any one incident.

The CPL policy shall list the Town of Atkinson as Additional insured, on a primary and non-contributory basis, which shall afford coverage to the Town of Atkinson up to the full aggregate insurance amounts of the Contractor's policy. Contractor's CPL policy shall not be a "defense within limits" or "wasting" policy, and the general aggregate shall be made available on a "per project or location basis." Contractor's CPL policy shall include a waiver of subrogation and all rights by the insurer in connection with any loss or damage thereby insured against, to the extent allowed by law. Contractor's insurance carriers shall have an AM Best rating of A- or better and shall be admitted and licensed as insurance carriers in the State of New Hampshire. The Contractor shall notify the Town of Atkinson within 24 hours of any insurance policy change occurring prior to completion of the work herein defined.

The Contractor shall not commence work under this contract until he/she has obtained all the insurance required, and Certificates of insurance displaying the above terms have been presented to the Town Administrator of the Town of Atkinson.

The Contractor shall require any subcontractors to also comply with these Insurance Requirements.

## **General Conditions**

1. The Contractor shall comply with all general laws, rules, and regulations of the United States, the State of New Hampshire, the Town of Atkinson, and other authorities having jurisdiction.
2. A Contractor supervisor with authority and ability to respond to any reasonable request of the Commission or Town of Atkinson must be on the job site at all times while work is underway.
3. Once the work has commenced, to the extent that weather allows the Contractor must work diligently and uninterrupted in an expeditions and professional manner until all work is complete.
4. The Atkinson Conservation Commission has the authority to halt work at any time for any good cause.
5. During work activities, the Contractor shall immediately communicate with the Commission if any issues arise which may prevent or hinder satisfactory completion of the project.
6. The Contractor must keep the work site free of hazards.
7. The Contractor must clean up the site on a daily basis. Safe temporary placement of the equipment and any materials shall be the responsibility of the Contractor and shall be part of the work.
8. The Contractor shall at all times conduct work so as to assure the minimal obstruction to traffic. The Contractor shall provide for the safety and convenience of the general public and the protection of private property.

9. No work will be permitted at night, or on Saturdays, Sundays, or holidays except as approved in writing by the Commission Chair, and provided such work is not in violation of a local ordinance. Work involving power equipment shall observe all local noise ordinances.
10. The Contractor shall make known to the public its presence through signage, vehicle logos, uniforms, or some other means of identifying the ongoing work whenever workers are present on site.
11. Subcontractors shall also abide by all of the above Terms, Specifications, and Conditions.

# Proposal Submittal Form

*Please complete this page and return it as described on page 2 above.  
One additional page may be used to elaborate on the Contractor's proposal.*

Project: Invasive Plant Mitigation Project, Phase 1

Location: Sawyer Town Forest, Atkinson, New Hampshire

Approximate timing and dates proposed: \_\_\_\_\_

Equipment planned to use: \_\_\_\_\_

Other materials needed, if any: \_\_\_\_\_

Note: If selected as the Contractor, you will be required to submit a copy of current worker's compensation, general liability, and vehicle insurance as specified on page 4 of this RFP. Any proposed subcontractors must also supply the same documents. Final contract award will be subject to insurance certificate reviews. If awarded, the contractor and any subcontractors must name the town of Atkinson as additional insured.

## Your proposal:

Fee per acre: \_\_\_\_\_

Transportation and other fixed costs: \_\_\_\_\_ - Describe: \_\_\_\_\_

Total for the work as described in this RFP package: \_\_\_\_\_

Other organizations (and contacts) for whom you have recently completed similar invasive plant removal work:

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In accordance with the plans, terms, specifications, and conditions in this RFP package, the undersigned hereby submits the following proposal without collusion with any other individual or company. This proposal is lump sum and includes ALL costs associated with the work described. **Submission of a proposal binds the awarded Contractor to a contract with the Town of Atkinson, the terms of which shall be the plans, terms, specifications, and conditions contained in this RFP package.**

**Company Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_  
(as it appears on insurance documents)

**Mailing Address:** \_\_\_\_\_

**Authorized Representative & Title (print)** \_\_\_\_\_

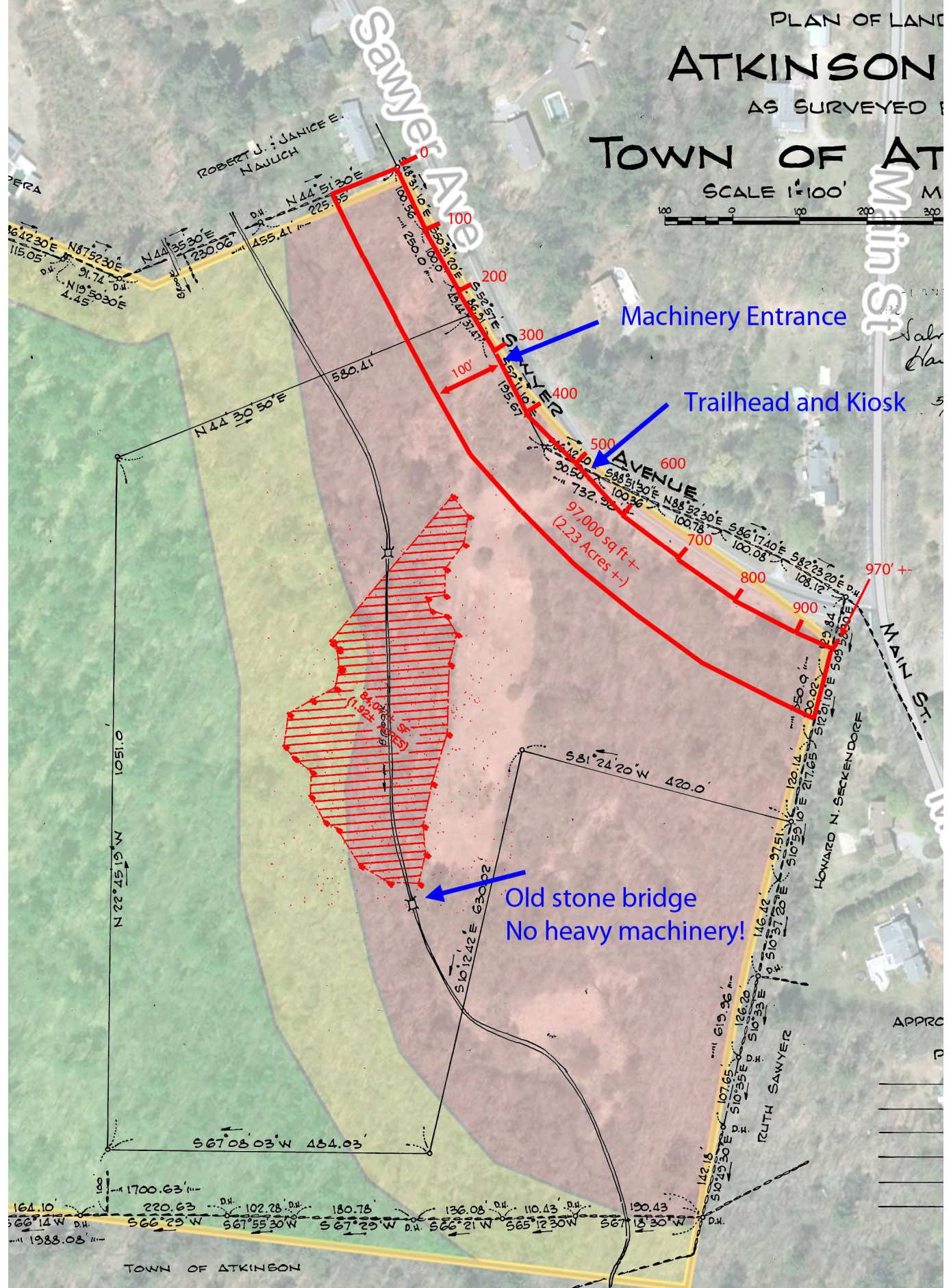
**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Awarded by Town of Atkinson Representative (print)** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Attachment A











**AGREEMENT FOR PROFESSIONAL PLANNING ASSISTANCE**  
***Technical Assistance for Preparation of Open Space and Land Conservation Plan***

**THIS AGREEMENT**, executed as of the date set forth below and effective as of \_\_\_\_\_ \_\_, 2020 (the “**Effective Date**”), is entered into between the **Town of Atkinson Conservation Commission**, a municipality existing under the laws of the state of New Hampshire, with an address of 19 Academy Avenue, Atkinson, NH 03811, (“**TOWN**”), and the **Rockingham Planning Commission**, a regional planning commission established by RSA 36:46 with an address of 156 Water Street, Exeter, N.H. (“**COMMISSION**”)

WHEREAS, the TOWN requires qualified and cost-effective planning assistance with respect to providing technical assistance to prepare an Open Space and Land Conservation Plan for the town.

WHEREAS, the COMMISSION has been judged qualified to satisfactorily perform such planning assistance.

NOW THEREFORE, the parties do mutually agree as follows:

1. That the COMMISSION will be retained by the TOWN on a contractual basis to prepare technical assistance in the preparation of an Open Space and Land Conservation Plan for the town, which is more specifically described in **Appendix A (tasks 1-5)** hereto. The effective date of the Agreement shall be the date specified above.

2. The TOWN shall contribute toward the costs of the service rendered pursuant to this Agreement up to a maximum total of \$9,680. Payment shall be made by the TOWN to the COMMISSION according to the following schedule:

2.1 Payment will be made according to the following schedule:

<b>Task 1</b>	\$ 1,360.00	payable upon task completion
<b>Task 2</b>	\$ 1,120.00	payable upon task completion
<b>Task 3</b>	\$ 2,400.00	payable upon task completion
<b>Task 4</b>	\$ 2,720.00	payable upon task completion
<b>Task 5</b>	\$ 2,080.00	payable upon task completion

The payment by the TOWN in accordance with this section shall be the only and the complete reimbursement payable to the COMMISSION by the TOWN for all expenses, of whatever nature, incurred by the COMMISSION in the performance hereof.

3. **Commission Services and Project Term.** The Project shall commence on the Effective Date. The Project shall terminate upon completion of the "Services to be Performed" as outlined in **Appendix A (tasks 1-5)**, with all Tasks being completed not later than **April 30, 2022** (hereinafter referred to as the "Termination Date") unless otherwise mutually agreed upon. COMMISSION shall have control and discretion over the means and manner of performance of the Services provided hereunder and control over the time when the Services are performed.

4. **Interest of the Commission.** The COMMISSION represents and covenants that the COMMISSION has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services and duties hereunder. The COMMISSION further covenants that no person having any such interest shall be employed in the performance of this Agreement.

**Agreement for Planning Services; Rockingham Planning Commission & Town of Atkinson Conservation Commission  
RE: Technical Assistance for Preparation of Open Space and Land Conservation Plan**

5. **Declaration of Default and Termination.** If, through any cause, the COMMISSION or the TOWN shall fail to fulfill in a timely and proper manner any or all of their respective obligations under their Agreement, either party may declare this Agreement in default by sending written notice to such effect to the other party at the address set forth above. This Agreement may be terminated by either party without cause by giving 30 days prior written notice at the addresses as specified above or with cause with notice after giving the above notice of default and giving the defaulting party fourteen (14) days to cure such default. On termination, TOWN shall pay COMMISSION for such work satisfactorily performed up to the point of termination in accordance with Paragraphs 2, above.
6. **Changes.** The TOWN may, from time to time, require changes in the Scope of Services to be performed hereunder by the COMMISSION, as outlined in **Appendix A** of this Agreement. Such changes that are mutually agreed upon by the TOWN and the COMMISSION together, shall be incorporated in written amendments to this contract.
7. **Independent Contractor.** COMMISSION shall render the Services hereunder as an independent contractor and not as an employee, agent, partner, or joint venturer of the TOWN. As an independent contractor, the COMMISSION and its employees shall not be eligible by reason of this Agreement to participate in any benefit, insurance, compensation, bonus or retirement program offered at any time by TOWN other than as specifically provided for herein.
8. **Work Product.** All Work Product (as defined herein) created by COMMISSION under this Agreement is "work for hire" and is the exclusive property of TOWN and/or the respective contracting municipality or agency, and may not be shared with or disclosed to any other party without the TOWN's consent. COMMISSION hereby assigns to TOWN all right, title and interest in and to the Work Product. "Work Product" means everything that is produced, conceived or developed by COMMISSION in the course of performing Services for TOWN under this Agreement, including, without limitation, any and all reports, maps, analyses, and other documents and materials prepared for the Project, studies, documentation, notes, drawings, client lists, inventions, creations and deliverables.
9. **Compliance with Laws.** COMMISSION warrants that it will comply with all applicable state, federal and local laws in rendering services to TOWN. COMMISSION shall at all times conduct itself in good faith and in accordance with the highest ethical standards.
10. **Other Agreements.** Nothing in this Agreement shall prohibit COMMISSION from entering into the same agreement or similar agreements with any other party.
11. **Force Majeure.** Neither party shall be liable for failure or delay in performance of its obligations under this Agreement when such failure or delay is caused by strikes, walk outs, inability to procure materials, failure of power, an act of God, a flood, a hurricane, extreme weather, fire, or other natural calamity, an act of a governmental agency, terrorism, or similar causes beyond the control of such party. If for any of the reasons set forth above either party shall be unable to perform any obligation when due, such party shall immediately notify the other party of such inability and of the period over which such inability is expected to continue. Affected obligations of the parties shall be temporarily suspended during the period of Force Majeure and the time for performance under this Agreement shall, as applicable, be extended by the duration of any such period; provided, however, that if the delay continues for a period of 15 days or more, either party may terminate this Agreement by written notice to the other.

***Agreement for Planning Services; Rockingham Planning Commission & Town of Atkinson Conservation Commission  
RE: Technical Assistance for Preparation of Open Space and Land Conservation Plan***

12. **Limitation of Liability.** In no event shall either party have any right hereunder against the other for any indirect, incidental, special or consequential damages including lost revenues or lost profits, even if the other party was advised or aware of the possibility of such damages. The terms of this section shall survive any termination of this agreement.

13. **Insurance and Indemnification.** The COMMISSION agrees to maintain workers compensation insurance within statutory limits and general liability insurance in an amount satisfactory to the TOWN. COMMISSION agrees to indemnify, defend, and hold harmless TOWN, its officers, board members, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of COMMISSION's representations, warranties, or agreements hereunder; or (ii) arises out of the negligence or willful misconduct of COMMISSION.

14. **Notices.** Any notices in connection with this Agreement must be sent to each party at the addresses set forth on the first page of this Agreement or, in the event of a change of address or fax number, then to such other address or fax number as to which notice of the change is given.

15. **Miscellaneous.** Section headings in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement. The parties expressly agree that this Agreement shall be construed and governed by the law of the state of New Hampshire. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

16. **Complete Agreement.** This Agreement constitutes the full and complete agreement between the parties with respect to the subject matter hereof. The parties represent that they have read this entire Agreement and that its terms and conditions are fully understood by them. Any modification of this Agreement shall be made only by a specific written amendment to this Agreement signed by COMMISSION and the TOWN.

**Agreement for Planning Services; Rockingham Planning Commission & Town of Atkinson Conservation Commission  
RE: Technical Assistance for Preparation of Open Space and Land Conservation Plan**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year written below.

**ROCKINGHAM PLANNING COMMISSION:**

By: \_\_\_\_\_  
Tim Roache, Executive Director

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

**TOWN OF ATKINSON CONSERVATION COMMISSION:**

By: \_\_\_\_\_  
Paul Wainwright, Chair

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

In their regular meeting on October 28, 2020, the Atkinson Conservation Commission voted to approve expenditures from the Conservation Fund to cover the cost of this contract, and to authorize the Conservation Commission Chair to sign it.

***Agreement for Planning Services; Rockingham Planning Commission & Town of Atkinson Conservation Commission  
RE: Technical Assistance for Preparation of Open Space and Land Conservation Plan***

**APPENDIX A**

**SERVICES TO BE PERFORMED**

**Technical Assistance for Preparation of Open Space and Land Conservation Plan**

The Commission will complete the following tasks:

Task 1: Assist with writing the first 4 sections of the Plan including Purpose of the Land Conservation Plan, About the Atkinson Conservation Commission, Reasons for Conserving Land, and, Methods for Conserving Land. [\$1,360]

Task 2: Assist with research and writing of Plan Section 5 Current State of Conservation in Atkinson. [\$1,120]

Task 3: Assist with preparing content and writing Section 6 Attributed That Make Land Worthy of Conservation. [\$2,400]

Task 4: Assist with researching and producing GIS analyses and maps for Section 7 Conservation Priorities for the Town of Atkinson. [\$2,720]

Task 5: Assist with researching and writing the section "Other Sources of Funding" for land conservation. [\$2,080]

**Total Cost: \$9,680**



# New Hampshire Association of Conservation Commissions

SERVING NEW HAMPSHIRE'S COMMUNITIES SINCE 1970

## Process for Spending Conservation Fund Money to:

Pay for conservation-related goods or services		Requires majority vote by conservation commission
Acquire property interest (including donating toward a land protection project in which the municipality will hold an interest)		
	<b>In town (Within municipal boundaries)</b>	Requires majority vote by conservation commission
		Requires approval of BOS or other governing body (RSA 36-A:4)
		RSA 36-A:5 states that Conservation commission must hold a public hearing with notice in accordance with RSA 675:7
	<b>Not in town (Not within municipal boundaries)</b>	Town must have passed special warrant article (RSA 36-A:4-a, I(a))
		Requires majority vote by conservation commission
		Requires approval of BOS or other governing body (RSA 36-A:4)
		RSA 36-A:5 states that Conservation commission must hold a public hearing with notice in accordance with RSA 675:7
Donate toward land protection project where municipality will NOT hold property interest		Town must have passed special warrant article (RSA 36-A:4-a, I(b))
		Requires majority vote by conservation commission
		RSA 36-A:5 states that Conservation commission must hold a public hearing with notice in accordance with RSA 675:7