



TOWN OF
NEWMARKET
NEW HAMPSHIRE

Conservation Commission

July 13, 2023, at 7:00 PM

Town Hall Auditorium

AGENDA

1. Pledge of Allegiance
2. Roll Call
3. Public Comment
4. Guest Speaker: Casella Waste Hauler: solid waste and recycling
5. Approve Meeting Minutes: June 8, 2023
6. Financial Summary
7. Committee/Board Reports
 - Town Council
 - Planning Board
 - Riverfront Advisory Committee/Schanda Park
 - Other Committee Reports
8. Initiatives
 - Pathways for People and Nature
 - Stream and Wildlife Crossings
 - Pollinator Pathways
9. Conservation Easement Monitoring: SELT Contract
10. Land Stewardship
 - Sliding Rock Conservation & Recreation Area: LRAC grant
 - Piscassic River–Loiselle: entrance sign, Library Story Walk
 - Wiggin Farm: kiosk
 - Dearborn: Driveway ROW easement
 - Boulder Drive Trail
- 11 Other Updates
- 12 Adjourn



TOWN OF
NEWMARKET
NEW HAMPSHIRE

Conservation Commission

June 8, 2023 at 7:00 PM

Town Hall Auditorium

DRAFT MEETING MINUTES

Members Present: Ellen Snyder (Chair), David Bell, Jeffrey Goldknopf (Planning Board Rep.), Tom Jones (Alternate), Sam Kenney (arrived at 7:15 PM), Colin Lawson (Alternate), Julianna Tyson, and Brian Ward (Town Council Rep. *ex officio*)

Members Absent: Melissa Sharples (Vice-Chair) and Cris Blackstone.

The Chair called the meeting to order at 7:00 PM. [time on DCAT 3:29]

1. Pledge of Allegiance

2. Roll Call

We welcomed **Brian Ward** as the newly appointed Town Council Representative! The Chair appointed **Tom Jones** and **Colin Lawson** to serve as voting members this evening.

3. Public Comment

There was no public comment this evening.

4. Guest Speaker: Doug Cygan [time on DCAT 4:55 - 55:45]

Doug Cygan is the Invasive Species Coordinator for the NH Dept. of Agriculture, Markets & Food. He has agreed to speak to the ConCom this evening about “Preventing the Spread of Japanese Knotweed (*Reynoutria japonica*)”. He distributed copies of a pamphlet on best practices (japanese-knotweed-bmps.pdf (nh.gov)). There are also great resources on all invasive species of concern at the NH Dept of Agriculture website (Plant Industry | Publications and Forms | NH Department of Agriculture, Markets and Food). He discussed all of the issues that Japanese Knotweed present as a threat to the environment: 1) it is highly adaptive to new environments, 2) it can outcompete native plant species, 3) it can reduce or eliminate species diversity, 4) it can disrupt ecological processes (light, nutrients, water), 5) it can negatively affect wildlife habitats, 6) it has allelopathic properties (which means: “the chemical inhibition of one plant or other organism by another, due to the release into the environment of substances acting as germination or growth inhibitors”) are phytotoxic to native species, 7) it contributes to erosion, 8) it can impact threatened or endangered species, and 9) it

1 can lead to agricultural crop loss. These plants can reach 10 ft tall and any small 1"
 2 piece of the rhizome broken off the main plant can root. The rhizomes can grow
 3 horizontally up to 60 ft. The plants flower from August to September. Homeland Security
 4 is concerned by the dense growth of knotweed surrounding power poles, lines, and
 5 substations. NHDOT has an example of an invasive species control and management
 6 plan ([Invasive Species | Environment | NH Department of Transportation](#)). There are several
 7 ways to try to eradicate knotweed including smothering, biocontrol with sap-sucking
 8 aphids, and herbicides, although none of the methods have been foolproof. Smothering
 9 can take 5-10 years. Many rivers and stream banks are being taken over by knotweed
 10 which can clog and change the flow and threaten many different wildlife species
 11 including the turtles. He also discussed the Giant Knotweed plant and explained the
 12 difference between the two invasives.

14 **5. Approve Meeting Minutes**

[time on DCAT 56:00]

15 April 13, 2023:

16 **Action**

17 **Motion:** Tom Jones moved to approve the draft minutes of April 13, 2023.
 18 **Second:** David Bell
 19 **Discussion:** None
 20 **Vote:** Approved Unanimously 7-0-0

21
 22 May 11, 2023:

23 **Action**

24 **Motion:** Julianna Tyson moved to approve draft minutes of May 11, 2023.
 25 **Second:** Colin White
 26 **Discussion:** None
 27 **Vote:** Approved Unanimously 7-0-0

29 **6. Financial Summary**

[time on DCAT 56:46]

30 The Chair reported that the current balance in the Conservation Fund is \$124,953.09
 31 plus \$ 4,764.46 in the Richard Schanda Fund for a total of \$129,717.55. Interest earned
 32 was \$287.33. We expended funds for the kayak rack and lock for Sliding Rock. We will
 33 receive LUCT funds of \$8,400 for 60 Grant Road sometime soon. The Chair requested
 34 reimbursement for materials purchased for work on Newmarket Cares Day in Schanda
 35 Park of \$144.27.

36 **Action**

37 **Motion:** Colin Lawson moved to reimburse Ellen Snyder for purchased
 38 supplies for the Newmarket Cares Day project in Schanda Park
 39 totaling \$144.27. Funds will be paid from the Richard Schanda Fund.
 40 **Second:** Sam Kenney
 41 **Discussion:** None
 42 **Vote:** Approved Unanimously 7-0-0

43
 44 The Chair also reported that the General Fund balance is \$1,458.11.

46 **7. SELT's Piscassic Greenway Management Plan Update**

[time on DCAT 1:00:48-1:27:30]

47

1 Drew Kiefaber joined us again this month to make the final presentation of the
 2 recommendations made by the Piscassic Greenway Management Advisory Committee
 3 to the Southeast Land Trust (attached as Addendum pages 1-3). He reviewed the
 4 summary recommendations to SELT with the members, answered questions, and
 5 discussed any new changes. He covered the details of 1) forest management, 2)
 6 invasive plant management, 3) early successional habitat, 4) fields, 5) management
 7 access, 6) public parking and trailheads, and 7) trails and public use. Thank you so
 8 much Drew!

9
 10 **8. Conservation Commission Operating Guidelines** [time on DCAT 1:27:32]

11 **Sam** brought up the discussion held earlier about requesting that the ConCom receive
 12 100% of the LUCT. The Chair stated that she will put the LUCT on the agenda for July
 13 along with the discussion of the general budget for 2023-24. **Jeff** wanted to add a bullet
 14 item: “provide review and comment on matters regarding wetlands which come before
 15 the Planning Board upon request”. The members did not have any further suggestions
 16 or comments. The Chair mentioned that these guidelines may be amended at any time.

17 **Action**

18 **Motion:** **Jeff Goldknopf** moved to approve as amended the Conservation
 19 Commission Operating Guidelines.

20 **Second:** **Tom Jones**

21 **Discussion:** None

22 **Vote:** **Approved Unanimously 7-0-0**

23
 24 A final copy with changes will be forthcoming.

25
 26 **9. Committee/Board Reports** [time on DCAT 1:38:00]

27 **Town Council:** **Brian Ward** reported on the recent meeting of the TC. The TC held a
 28 workshop on various ways to improve community outreach. They also discussed the
 29 sewer line break 4 ft underneath the Lamprey Riverbed below the Dam. Sean Grieg has
 30 hired engineers from Wright Pierce Engineering to investigate possible fixes. The leak is
 31 very tiny and NHDES has determined that recreational fishing is not at risk. While
 32 looking at the leak, the Town discovered that the pedestrian bridge is beginning to rust
 33 and will require repairs. The Town has a new notification system going online called
 34 CivicReady. Everyone is encouraged to sign-up at [Subscribe to Alerts / News |](#)
 35 [Newmarket NH](#). The Town hired a company called Placework from Portsmouth to
 36 complete a facilities study as part the TC preparations for the Master Plan update. They
 37 have already found that both the Police Department and the Town Hall may need to be
 38 expanded and repaired. The facilities study is in the very early stages right now. The TC
 39 received the letter dated May 22, 2023 from the ConCom requesting the reclassification
 40 of Class VI Old Lee Road to a Class A Trail. They plan to write a Resolution and go
 41 through the process of two readings.

42 **Planning Board:** **Jeff Goldknopf** had nothing new to report. The Chair mentioned that a
 43 letter of support, discussed previously by the ConCom, for the Planning Department’s
 44 application for a Coastal Resilience Grant has been submitted.

45 **Riverfront Advisory Committee/Schanda Park:** **Sam Kenney** mentioned that he, **Ellen,**
 46 **Bart,** and Aimee Gigandet had visited Schanda Park. This visit led to the quick

1 turnaround for the decision to use the young people from Newmarket Cares Day to work
 2 with **Ellen** sprucing up Schanda Park. He also mentioned that they hope to have a
 3 meeting with The Nature Conservancy very soon to determine where to place the
 4 Community Oyster Garden. The ConCom spoke with Kimberly Arlen, the Habitat
 5 Restoration Coordinator for the Nature Conservancy with the Marine Team working on
 6 oyster reef restoration and community engagement across the Great Bay area back in
 7 November 2022.

8 Energy and Environment Advisory Committee: **Julianna Tyson** reported that the Town
 9 Council has approved the Community Power Aggregation Plan and the Town is moving
 10 forward with the Community Power Coalition of New Hampshire (CPCNH). Newmarket
 11 is expected to be in the third waive of communities to join and the formal launch is
 12 expected to begin in Spring 2024. The committee is still working on editing their
 13 recommendations to the Planning Board for the Energy Chapter of the Master Plan.

14 **10. Initiatives**

[time on DCAT 1:40:03]

15 Pathways for People and Nature: The Chair reported that Pete Steckler is still working
 16 on the two maps we requested. They will be ready soon to be printed out. **Bart** and
 17 **Ellen** met with the Durham Planning Board to discuss issues we have in common
 18 [052423.pdf \(durham.nh.us\)](#) .

19 Stream and Wildlife Crossings: **Colin Lawson** is still working on this project and
 20 expects to have a draft ready for the next meeting.

21 Pollinator Pathways: There is no report this evening.

22 **11. Land Stewardship**

[time on DCAT 1:41:15]

23 Sliding Rock Recreation and Conservation Area: LRAC grant: **Ellen** reported that
 24 the new kayak rack should be going in shortly. She reported that nearly all the boats are
 25 removed now except for one, which is padlocked. A decision on that boat has not been
 26 made yet. **Ellen** has a designer working on the kiosk signage. **Tom Jones** is still
 27 looking into different fencing options and prices for the area that the ConCom wants to
 28 protect from continued erosion.

29 Piscassic River–Loiselle: entrance sign: There is no new information this evening.

30 Wiggin Farm: UNH interns, kiosk: **Ellen** reported about the UNH Interns who worked for
 31 7 hours today! They cut brush and pulled invasives. They are clearing the stone wall in
 32 the back and will begin again tomorrow at 8:00 AM. All are welcome to join the work!
 33 The interns will return next week and possibly work at Heron Point.

34 Dearborn – Driveway ROW Easement: The Chair reported that the State Attorney
 35 General has signed the driveway ROW easement and it is on the way back to the
 36 abutter. After the abutter signs, it will go back to Fish & Game. Long process and well
 37 done!
 38
 39
 40

41 **12. Other Business:**

[time on DCAT 1:43:38]

42 **Jeff** mentioned that UNH student Lauren White has set three camera traps along Ash
 43 Swamp Road where the turtle signs are located near his home.

44
 45 **Colin** reported that he, **Bart**, and **Melissa** spoke to the Boulder HOA. They met out at
 46 the trail. The trail runs from Sanborn/Lamprey Streets to Dame Road. It is a short trail,

1 but is very wet. A member of the audience, Paul, lives on Dame Road and confirmed
 2 that the trail is very muddy. The HOA has agreed that we can perform some restorations
 3 by placing chips on the trail and maybe building a boardwalk on the most muddy
 4 section. They are also discussing ways to connect up to Heron Point. **Colin** will have
 5 more of a plan ready soon and they are looking into ways of creating connectivity
 6 across Town and possibly between neighboring Towns.

7
 8 **13. Non-Public Session:**

[time on DCAT 1:52:15]

9
 10 **A motion to go into non-public session** to discuss confidential matters related to real
 11 estate, pursuant to RSA 91-A:3, II(c) , was made by **Jeff Goldknopf**, seconded by
 12 **Colin Lawson**, and approved 7-0-0 at 8:50 PM.

13
 14 **A motion to end the non-public session** was made by **Jeff Goldknopf**, seconded by
 15 **Tom Jones**, and approved 7-0-0 at 9:17 PM.

16
 17 **A motion to seal the notes of the non-public session** was made by **Ellen Snyder**,
 18 seconded by **Colin Lawson**, and approved 7-0-0.

19
 20 **14. Adjourn**

21 **Action**

22 **Motion:** **Ellen Snyder** moved to adjourn the meeting at 9:17 PM.

23 **Second:** **Julianna Tyson**

24 **Discussion:** None

25 **Vote:** **Approved Unanimously 7-0-0**

26
 27
 28 Respectfully submitted,

29
 30 Sue Frick, Recording Secretary

31
 32
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 34
 35
 36 **DCAT:**

37 https://videoplayer.telvue.com/player/XSekdEeRsk0JHQVHAvKJVka7_5VjxKP/videos

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2 **Addendum page 1**
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**Piscassic Greenway Management Advisory Committee
Summary of Recommendations to SELT
for the Management Plan Update
May 30, 2023**

The members of the Management Advisory Committee (MAC) for the Piscassic Greenway (PG) Management Plan update include: Yohann Hanley (SELT), Lauren Hill, (Town of Newfields), Alison Watts (Town of Newfields), Drew Kiefaber (Town of Newmarket), Patrick Tate (NH Fish and Game), Ellen Snyder (Ibis Wildlife Consulting, Facilitator).

Recommendations for the Management Plan Update

The previous management plan for the Piscassic Greenway was completed in 2008 and encompassed 385 acres. Several parcels were added since that time (see attached map and the table below); the management plan update will include these new parcels. The PG now totals 491 acres.

Tract Name	Year Acquired	Size (acres)	Conservation Easement, Conservation Restrictions and/or Third Party Interest
Haughton-Falzone	2006	316	Town of Newfields, NOAA, US Fish & Wildlife Service, NH DES
Cole Farm	2006	33	Town of Newfields, USDA-NRCS Farmland Protection
Cole Wildlife	2006	36	Town of Newfields
Tucker #1	2012	59	The Nature Conservancy, US Fish & Wildlife Service
Tucker #2	2020	15	USDA-NRCS Wetlands Reserve, Town of Newmarket
Gaziano	2021	32	Town of Newmarket, LCHIP, NH DES

4 **Forest Management**

- Continue to manage forests for primary purposes: wildlife habitat, biodiversity, forest health, water quality, recreation. Income from forest products is not a focus, but any income can be used for further enhancements on the property.
- Update map of PG using same designations that are in the 2008 Plan: active management areas, modified reserves (limited management), and reserves (no active management, except as needed to control invasive plants or similar)
- Given climate change and weather patterns, ensure that any forest/habitat management operations occur during times to minimize rutting (e.g., frozen ground, very dry periods).
- Update map of big trees and other ecologically significant features; Retain large, legacy trees.
- Describe threats and opportunities to forest structure and composition resulting from invasive pests including Hemlock Woolly Adelgid (HWA) and Emerald Ash Borer (EAB).
- Include recent information on rare plants and animals and recommendations for management.

Invasive Plant Management

- Map the invasive plants on the Piscassic Greenway, especially prior to any management activities.
- To reduce spread of invasive plants, ensure that management equipment is clear of invasive plant material before coming on site; this includes logging and mowing equipment.
- Develop an invasive plant control plan. The Committee recommends the least impact with the best available science and Best Management Practices. This could involve engaging volunteers where feasible, limited use of herbicides, and mechanical methods.
- The MAC noted two areas of specific concern: glossy buckthorn in the early successional habitat and spotted knapweed and yellow rattle in the Cole Field.

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Addendum page 2

Early Successional Habitat

- Map the existing early successional habitat in the central region of the PG and determine number of acres to be maintained over time and treatment cycle.
- Maintain a mosaic of vegetation ages so that not all is treated in one cycle.

Fields

- Continue to mow the Gaziano field. Evaluate what portion should continue to be mowed for hay and what portion delayed to a late fall mowing for wildlife.
- Continue the annual agricultural lease for the Cole Field; clarify which parts of the field are mowed for hay and which for breeding birds and other wildlife (i.e., timing of mowing).
- Continue the annual lease for the Helping Hands of Newfields garden.
- As noted above, mowing equipment should be free of invasive plant material before and after mowing.

Management Access

- Continue to maintain and use the following for Management Access.
 - **Neal Mill Road and Class A Trail Newmarket:** Provides best access to the east side of the PG for mowing, forestry, and other management equipment.
 - **Route 87 – Deeded Access through former Haughton property:** The primary access for getting management equipment and SELT staff and volunteers into the entire central region of the PG.
 - **Bald Hill Road, Newfields:** Provides access for mowing equipment to the Cole Field.
 - **Halls Mill Road and Class A Trail, Newfields:** Provides access for SELT staff and volunteers.

Public Parking and Trailheads

6

- **Mraz Trailhead, Bald Hill Road:** This is the only parking area on the PG. Expand from 4 to 6 parking spaces, as allowed by the conservation easement deed.
- **Neal Mill Road, Newmarket and Halls Mill Road, Newfields:** These parking areas are maintained by the two towns, respectively.
- **Recreational Rail Trail:** A popular entry point, which involves a public access easement from the rail trail across private land to the PG.
- **North end of the Byrne Trail:** This entry point leads from private lands along the northern SELT boundary. Collaborate with abutters to maintain this access point.

Trails and Public Uses

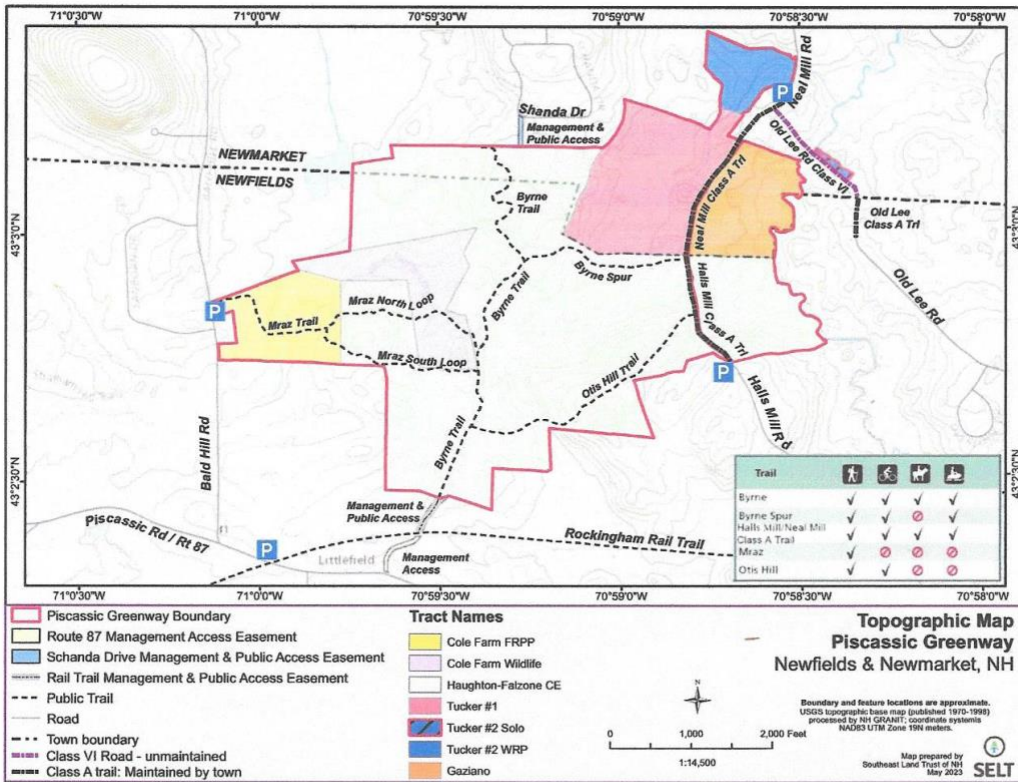
- Maintain the existing trail network and allowed uses on the respective trails (see map).
- Reroute or improve trails as needed to avoid sensitive soils, erosion, and other issues.
- No additional trails recommended.
- Add trail signage as needed to inform visitors of allowed uses on trail segments.
- Collaborate with the Towns of Newmarket and Newfields to improve the drainage on the Neal Mill/Halls Mill Class A Trail and the Byrne Spur Trail.
- Update policy on motorized wheeled vehicles to allow for some ebikes and motorized electric vehicles for ADA accessibility.
- Continue to allow hiking, skiing, snowshoeing, nature observation, fishing, hunting, bicycling and horseback riding on designated trails, dog-walking (under voice control), foraging for personal non-commercial use, and the following with permission only: geocaching, wildlife cameras, trapping on a case-by-case basis.
- Continue to prohibit camping, fires, digging, drones, target shooting, collecting biotic and abiotic materials (other than for personal foraging), disturbance of natural materials.

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3 Addendum page 3

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5

Town of Newmarket, New Hampshire					
Conservation Commission -- Conservation Fund (5July23)					
Items (date of motion)	Date of CC Approval -- Discussion	Date of Debit, Revenue, or Balance	Conservation Commission Fund	Richard Schanda Fund	TOTAL
		8/1/22	\$129,846.64	\$4,764.46	\$134,611.10
		10/5/22	\$129,084.24	\$4,764.46	\$133,848.70
		11/3/22	\$129,233.55	\$4,764.46	\$133,998.01
		12/2/22	\$129,226.83	\$4,764.46	\$133,991.29
		1/5/23	\$128,888.83	\$4,764.46	\$133,653.29
		2/3/23	\$126,792.88	\$4,764.46	\$131,557.34
		4/1/23	\$127,064.64	\$4,764.46	\$131,829.10
		6/5/23	\$124,953.09	\$4,764.46	\$129,717.55
		6/30/23	\$133,569.58	\$4,620.19	\$138,189.77
CREDITS					
Interest		7/31/22	\$18.04		
Interest		8/31/22	\$44.56		
Interest		9/30/22	\$80.61		
Interest		10/31/22	\$139.29		
Interest corrections		10/31/22	\$8.80		
Interest corrections		10/31/22	\$29.73		
Interest		11/30/22	\$135.15		
Interest		12/31/22	\$118.46		
Interest		1/31/23	\$364.51		
Interest		2/28/23	\$412.30		
Interest		3/31/23	\$239.58		
Interest		4/30/23	\$271.76		
Interest		5/31/23	\$287.33		
Interest		6/30/23	\$216.49		
Land Use Change Tax (LUCT)					
LUCT - 17A Cushing Rd balance		9/12/22	\$443.84		
LUCT -- 60 Grant Rd		6/14/23	\$8,400.00		

Town of Newmarket, New Hampshire					
Conservation Commission -- Conservation Fund (5July23)					
Items (date of motion)	Date of CC Approval -- Discussion	Date of Debit, Revenue, or Balance	Conservation Commission Fund	Richard Schanda Fund	TOTAL
Other Contributions					
LRAC Heron Pt Community Grant - final payment		10/18/22	\$639.12		
LRAC Sliding Rock Comm Grant- 1st payment		11/30/22	\$3,162.50		
LCHIP annual easement monitoring		3/1/23	\$600.00		
DEBITS this FY					
Heron Point kiosk trail map (Martin Forestry) LRAC grant	3/10/22	7/21/22	\$690.00		
Heron Point kiosk panel design (Cathy Arakelian) LRAC grant	3/10/22	8/9/22	\$825.00		
Heron Point kiosk panels printing (Portsmouth Sign) LRAC gra	3/10/22	9/14/22	\$581.00		
NHACC annual subscription (\$300 from general fund)	10/13/22	10/20/22	\$150.00		
Oct 15th Conservation Connections event - PR-L workday	9/8/22	11/8/22	\$131.61		
Wiggin Farm invasive plant control RCCD	2/10/22	11/8/22	\$3,190.00		
Piscassic River - Loiselle - bridge materials	11/10/22	11/30/22	\$220.46		
Piscassic River-Loiselle trail signs	11/10/22	12/20/22	\$236.00		
Sliding Rock Consr Area--hazard tree removal	12/8/22	1/4/23	\$2,000.00		
Piscassic River-Loiselle entrance sign--down payment, 1/2	11/10/22	1/11/23	\$1,187.50		
Piscassic River-Loiselle PT wood for trail signs	1/12/23	1/24/23	\$24.84		
Sliding Rock Consr Area - - - assessment of trail	12/8/22	3/23/23	\$500.00		
Sliding Rock Consr Area - - - kayak rack and lock	12/8/22	5/4/23	\$1,361.93		
Wiggin Farm bridge boardwalk extension - Exeter Lumber	3/9/23	5/9/23	\$133.84		
Wiggin Farm bridge boardwalk extension - Exeter Lumber	3/9/23	5/9/23	\$825.57		
Wiggin Farm bridge boardwalk extension - volunteer supplies	3/9/23	5/9/23	\$77.54		
Schanda Park improvements - Newmarket Cares Day	6/8/23			\$144.27	
Approved to be spent:					
Piscassic River-Loiselle entrance sign (added \$300 12/8/22)	11/10/22	1/11/23	\$1,187.50		
LRAC Sliding Rock Community Grant - \$6,325:					

Town of Newmarket, New Hampshire					
Conservation Commission -- Conservation Fund (5July23)					
Items (date of motion)	Date of CC Approval -- Discussion	Date of Debit, Revenue, or Balance	Conservation Commission Fund	Richard Schanda Fund	TOTAL
Sliding Rock Consr Area - -- kiosk panels/other signs	12/8/22		\$2,000.00		
Sliding Rock Consr Area - -- fencing	12/8/22		\$100.00		
Wiggin Farm kiosk - materials	5/11/23		\$500.00		
To be Considered:					

Newmarket Conservation Commission Funds						
FY23		General Fund: 014611				
General Fund Budget		\$4,185.00				
	Date of motion or debit	Part-Time Salary	Contracted	Dues/ Subscriptions	General Supplies	Postage
BUDGETED		\$3,335.00	\$300.00	\$350.00	\$200.00	\$0.00
EXPENDED		\$2,278.81	\$360.00	\$350.00	\$174.62	\$0.00
BALANCE		\$1,056.19	-\$60.00	\$0.00	\$25.38	\$0.00
General Fund total balance (5July023)		\$1,021.57				
Part-time salary, recording secretary	7/14/22	\$137.04				
Part-time salary, recording secretary	7/28/22	\$162.74				
Part-time salary, recording secretary	8/11/22	\$9.87				
Part-time salary, recording secretary	8/25/22	\$218.30				
Recording Secretary - supplies (10/14/21)	8/31/22				\$52.41	
Part-time salary, recording secretary	9/22/22	\$66.83				
Supplies - notebook, files	9/20/22				\$17.24	
NHACC dues	10/20/22			\$350.00		
Part-time salary, recording secretary	10/6/22	\$4.46				
Part-time salary, recording secretary	10/20/22	\$26.73				
Part-time salary, recording secretary	11/3/22	\$427.68				
Part-time salary, recording secretary	11/17/22	\$57.92				
Part-time salary, recording secretary	12/1/22	\$178.20				
Part-time salary, recording secretary	1/12/23	\$111.38				
Part-time salary, recording secretary	1/26/23	\$173.75				
SELT - Hilton Easement monitoring	1/31/23		\$360.00		\$5.88	
Postage - monitoring letters	1/31/23				\$1.14	
Part-time salary, recording secretary	2/23/23	\$53.46				
Part-time salary, recording secretary	3/9/23	\$80.19				
Part-time salary, recording secretary	3/23/23	\$129.20				

Newmarket Conservation Commission Funds						
FY23		General Fund: 014611				
Part-time salary, recording secretary	4/6/23	\$53.46				
Part-time salary, recording secretary	4/20/23	\$13.37				
Part-time salary, recording secretary	5/18/23	\$35.64				
Part-time salary, recording secretary	6/15/23	\$334.13				
Part-time salary, recording secretary	6/29/23	\$4.46				
Supplies	6/13/23				\$97.95	
Approved to be Spent						
Notes:						
NHACC annual subscription is \$500, \$150 of which from Conservation Fund; Contractor line item is for SELT monitoring of Hilton easement						



TOWN OF NEWMARKET, NH CONSERVATION COMMISSION

Date: July 2, 2023

To: Newmarket Conservation Commission

From: Ellen Snyder, Chair

Re: Contract with the Southeast Land Trust for Easement Monitoring

In 2004, the Town of Newmarket signed a Memorandum of Agreement (MOA) with the Rockingham Land Trust (now the Southeast Land Trust of NH or SELT) that engaged the land trust in developing baseline reports, conducting annual easement monitoring, and maintaining files for the Hilton Conservation Easement, which is held by the Town.

This MOA has been automatically renewed every five years, with the current period set to expire in August 2024. This MOA is recorded at the Rockingham County Registry of Deeds (RCRD) as Book 4354 Page 0470 and is attached here for reference. As you will note, the MOA is rather long and comprehensive, including a process for handling enforcement and related issues.

I spoke with Deborah Goard, SELT's Stewardship and Land Engagement Director, about this MOA and the option of having SELT monitor one or more additional easements. She and I agreed that the MOA is more cumbersome than useful. SELT monitors easements for several Towns and now uses a much simpler contract, one that does not need to be recorded and is focused on the annual easement monitoring and report.

Our joint recommendation is to take the following steps to engage SELT in monitoring some of our town-held conservation easements:

1. Draft and record at the RCRD a "Notice of Release" that cancels the MOA with SELT
2. Sign a new contract with SELT that engages the land trust in monitoring one or more conservation easements for the Town. See a draft attached. The new contract would engage SELT to monitor easements, while the Town assumes the responsibility of maintaining files and handling any violations and enforcement issues. The contract would enable the Town to determine which easements we want SELT to monitor each year, up to a cost of \$1,000 annually. And the contract is renewed (and modified as needed) by mutual agreement annually.

I recommend that beginning this year (2023) we have SELT monitor the Hilton and Nostrom Conservation Easements. I anticipate that monitoring these two easements would be less than \$800/year.

Conservation Commission members, as volunteers, currently monitor seven town-held conservation easements, with SELT monitoring one (Hilton). This volunteerism is a valuable (and generous) contribution to our community as annual monitoring of conservation easements is an important and essential responsibility of the Town. However, as Conservation Commission membership changes over time, it is sometimes difficult to maintain consistency and complete our obligations each year. In addition, some easement documents are more complicated than others to interpret. The benefit of contracting at least some of this responsibility is that we have more consistent and thorough annual monitoring reports, and SELT has decades of experience reading and interpreting easement deeds.

CC: Bart McDonough, Director of Planning and Community Development
Steve Fournier, Town Manager

**Contract for Services
between the
Southeast Land Trust of New Hampshire and
the Town of Newmarket**

1. Contract for Services

THIS CONTRACT FOR SERVICES (“Contract”) made this _____ day of **Month 2023**, between **SOUTHEAST LAND TRUST OF NEW HAMPSHIRE** (the “Trust”), a New Hampshire non-profit corporation with offices at 247 North River Road, in Epping, New Hampshire; and the **TOWN OF NEWMARKET** (the “Town”), a municipal corporation duly organized in the State of New Hampshire with a mailing address of 186 Main Street, Newmarket, New Hampshire, 03857 collectively referred to as the “Parties” outlines specific responsibilities and tasks to be completed by the Trust on behalf of the Town, as follows.

2. Scope of Work

The Trust will provide services to the Town that includes the following general scope of tasks. Upon the execution of this Contract, the Parties agree that a specific list of assignments will be agreed upon that is consistent with this Scope of Work and the Budget for Services below:

- A. **Conducting annual monitoring of conservation easements:** The Trust will complete the annual monitoring for conservation easements held by the Town and Town land, as specifically assigned by the Town. Each monitoring visit will include a walk of the property and its boundaries, and trails, contact with the landowner, and a written report summarizing all observations and any concerns regarding or violations of the easement. In addition, the monitoring report will recommend any actions for the Town.
- B. **Remote monitoring:** On behalf of the Town, the Trust will manage the acquisition of current year digital remote imagery of the conservation easements held by the Town. The Trust will perform an analysis of the digital images and complete a written report for each of the conservation easements selected by the Town.

3. Materials, Equipment and Personnel

For easement monitoring related services, the Trust’s Stewardship and Land Engagement Director will be the primary contact for the Town for this Contract.

The Town will provide the Trust with access, at no cost to the Trust, to any Town records necessary to undertake the Scope of Services outlined by this Contract, including but not limited to the conservation easement deed, surveys, tax cards, tax maps (paper and electronic, if available), and conservation easement files. The Trust agrees to use any information or materials received from the Town of Newmarket for the sole purposes of performing this Contract, and to return same to the Town of Newmarket at the conclusion of the Contract.

4. Term

The term of this Contract shall be from January 1, **2023** through December 31, **2023**. This Contract may be extended by mutual written agreement.

5. Content of Contract

This Contract contains the entire understanding between the Parties. The Parties can modify this Contract only in writing.

6. Budget for Services

The Town agrees to pay the Trust at an hourly rate of \$45.00 for work performed under this Contract. Normal travel time to and from Town’s offices or other destinations deemed necessary will constitute billable hours.

Ordinary expenses, including but not limited to printing and mileage, incurred by the Trust in the performance of its work scope will be billable to Town at cost.

The total fee for services, including expenses of the Trust, performed under this Contract **shall not exceed \$1,000.00**, without prior written approval of the Town.

7. Insurance

The Trust carries \$1.0 million in general liability insurance. By signing this contract, the Town is representing that the Town of Newmarket carries general liability insurance in the amount of \$1.0 million or more.

8. Assignment

Neither party can assign this Contract without prior written permission from the other party.

Executed in duplicate by the Parties by their duly authorized representatives, this ____ day of _____, 2023.

TOWN OF NEWMARKET

**SOUTHEAST LAND TRUST OF
NEW HAMPSHIRE**

By: _____

By: _____

Steve Fournier
Town Manager
Hereunto Duly Authorized

Brian Hart
Executive Director
Hereunto Duly Authorized

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made this 30 day of August, 2004, between **ROCKINGHAM LAND TRUST** (the "Trust"), a New Hampshire non-profit corporation with offices in Exeter, New Hampshire; and the **TOWN OF NEWMARKET**, (the "Town"), a municipality in the State of New Hampshire with offices in Newmarket, New Hampshire, collectively referred to as the "Parties";

WHEREAS, the Trust and the Town enter into this Memorandum of Agreement (the "MOA") with regard to the Conservation Easement Deed dated August 30, 2004 and recorded in the Rockingham County Registry of Deeds at Book 4354, Page 0448 (the "Easement") granted to the Town on that certain parcel of land, being field and forestland, situated on Grant Road in the Town of Newmarket, County of Rockingham and State of New Hampshire, known as the Hilton Tree Farm (the "Property"), a copy of which Easement Deed is on file with each Party; and

WHEREAS, the Town acknowledges that, in accordance with the bonding authority for land acquisition provided to the Town by the vote at the Town's Annual Budgetary Meeting, held May 14, 2002, and in accordance with the terms of the Easement, the Town has an obligation to carry out a program of responsible stewardship and enforcement with respect to the conservation easements granted to it; and that it is desirable to have an understanding as to how to carry out such stewardship and enforcement responsibilities when such an easement is granted to the Town; and that Section 8 of the Easement authorizes the Town to enter into an Agreement with a qualified third party to undertake the Town's stewardship responsibilities under the Easement by monitoring the Easement Property and enforcing the terms of the Easement as the Town's agent;

NOW, THEREFORE, the parties enter into the following MOA with respect to their respective responsibilities as to the Property and the Easement:

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

I. Baseline Documentation Reports, Monitoring and Stewardship Files.

1. Subject to the provisions of this MOA, the Trust shall assume primary responsibility for creating baseline documentation and information, and maintaining stewardship files, and for monitoring the provisions of the Easement in accordance with applicable policies and guidelines specified in the Standards and Practices of the Land Trust Alliance, as may be amended or revised from time to time, or comparable successor guidelines. As detailed in this MOA, the Trust and Town shall respond jointly to requests for approval under the Easement and shall work together to investigate potential easement violations and respond appropriately.
2. The Trust has completed a baseline documentation report consistent with guidelines (hereinafter "Professional Standards") established by the Land Trust Alliance, including but not limited to The Standards and Practices Guidebook (1993), the Conservation Easement Stewardship Guide (1991), and The Conservation Easement Handbook (1988), as amended in 1996, and similar successor publications. The Trust shall maintain an original baseline documentation report and a stewardship file in secure files stored in a fire-resistant safe. Except for confidential legal opinions, all information in the Trust stewardship file shall be available for review by the Town at the Trust's offices.
3. The Trust shall monitor the Property on an annual basis to ensure compliance with the Easement and Professional Standards, by making site visits and reasonable efforts to meet or have contact with the fee owner of the Property or its successors and/or assigns (the "Owner").
4. At the request of the Town, the Trust shall provide the Town with a copy of the monitoring inspection report and other documentation pertaining to the Easement and the Property.
5. Should this MOA not be renewed, as set forth in Section VI below, the Trust shall provide the Town with a complete set of all files pertaining to this Property and Easement.

II. Approvals.

The Easement includes a number of provisions, including, without limitation, those set out in Section 2 of the Easement, requiring the Owner to secure the approval of the Town before taking certain action on or with respect to the Property. The Trust will be the primary contact with the Owner for all such requests for approval. The Trust may require the Owner to submit a request for approval in writing. The Trust shall act on such requests as follows:

1. The Trust shall provide written notice to the Town describing the approval request and the Trust's planned proposed response.
2. If the Town does not object to such response within twenty (20) days thereafter, the Trust may pursue its intended course of action. The parties may agree to waive the 20-day response period, and the Trust shall grant additional time for review by the Town upon its request. Failure by the Town to (a) respond within the 20-day response period, or (b) request additional time to respond, shall constitute approval by the Town of the Trust's intended response to the Owner.
3. If the Town objects to the Trust's proposed response to the Owner, then within five (5) working days thereafter, both the Trust and the Town shall agree on a process and timeline for their joint evaluation and resolution of the Owner's request, and the Trust shall inform the Owner of the planned process and timeline.
4. Subject to the terms and provisions of Section II. 2. above, both the Trust and the Town must approve the Owner's request in order for it to be approved. If one party does not approve, such action shall constitute an overall denial of the Owner's request. Approval or denial of the request shall be communicated to the owner in a single written response from the Trust.

III. Exercise of Parties' Affirmative Rights.

1. Section 6 of the Easement includes a number of provisions granting the Town certain affirmative rights concerning the Property, including access to the Property for inspection and enforcement purposes; placement of signs on the Property's boundaries and trail entrances; and construction of pedestrian trails affording availability of public access for "transitory passive recreational" purposes. The Parties will use best efforts to act in concert with respect to the exercise of these affirmative rights, as may be appropriate to the circumstances, but each Party retains the right to undertake independent exercise of these affirmative rights notwithstanding the action or inaction of the other Party.

IV. Enforcement Activities.

1. The Town shall refer any and all complaints or information concerning possible violations of the Easement, activities which harm the natural resources protected by the Easement, or conduct by anyone inconsistent with the Easement, to the Trust. The Trust shall then attempt to perform a preliminary investigation within ten (10) working days, and in the event of an apparently substantial or ongoing violation, the Trust shall make a reasonable

effort to perform a site visit within three (3) working days.

2. The Trust shall expeditiously report each alleged violation of the Easement to the Town, and the Parties shall promptly confer with each other as specified below.
3. When either the Town or the Trust decides there is a substantial or ongoing violation which needs immediate attention or which may not be susceptible to prompt remediation, the Town or the Trust may unilaterally take reasonable steps to terminate the alleged violation and stabilize the Property, as set forth in the Easement, pending a full investigation and consultation by both Parties. In such cases, the neither Party shall make representations or decisions on behalf of the other Party, unless specifically authorized by the other Party to do so. Should either Party undertake an enforcement action under this Section IV.3, said Party shall notify the other Party within five (5) days by certified mail, return receipt requested, or by hand delivery.
4. In the event of an alleged violation of the Easement, except as outlined in Section IV.3 above, the Parties shall promptly meet and confer in an effort to reach consensus about matters pertaining to Easement enforcement and remediation of the alleged violation, which matters may include, without limitation, the following: (a) what relevant information has been collected through investigation; (b) whether a material violation has occurred; (c) the impact of the violation both on the resource values of the Property and on the integrity of the Easement provisions; (d) what judicial or nonjudicial action is appropriate; (e) what specific goals should be sought in each event; and (f) coordination of litigation and related public relations.
5. The Parties shall strive to achieve consensus on the appropriate response and enforcement action for the alleged violation. While the Parties will use their best efforts to reach consensus on such issues, each Party retains the right to pursue independent enforcement of the Easement, notwithstanding the action or inaction of the other Party. Actions to be taken by the Parties in enforcement of the Easement shall be taken in accordance with the procedure set forth in Sections 7 and 13 of the Easement.

V. Reimbursement of Reasonable Costs, Indemnification.

1. The Town agrees to pay the Trust for the Trust's reasonable costs incurred in the monitoring and enforcement of the provisions of the Easement, whether such action is taken jointly with or independently of the Town, as outlined in Section IV.4 above. Such costs shall include but not be limited to, an hourly charge for time spent by the Trust's paid staff, reimbursement for mileage to and from the Property, and reimbursement for out-of-pocket expenses including postage, copying, and associated supplies. In addition, the Town

agrees to pay the Trust for legal services and other professional services such as a soil scientist, forester, wildlife biologist, or other natural resource professional, that may be necessary in the monitoring and enforcement of the Easement.

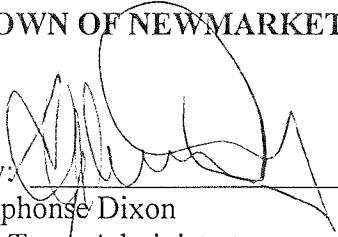
2. The Trust shall provide the Town an invoice listing the specific services provided, the cost of such services, and receipts for out-of-pocket expenses. The Town shall pay all invoices within thirty (30) days of receipt.
3. The Town agrees to indemnify, defend and hold the Trust harmless from any and all claims, actions or demands that may be brought against the Trust, its agents, officers, employees and representatives, by any party, including the Owner, for any activities, actions or omissions taken by the Trust, its agents, officers, employees and representatives, undertaken in good faith which arise out of or may be any way associated with the Property or from and in connection with the Trust's responsibilities under this MOA.

VI. Term, Renewal, and Amendment.

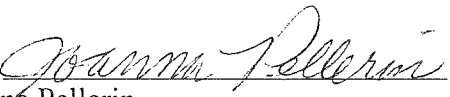
1. This agreement shall be in effect for a period of five (5) years from the date of signing below.
2. This agreement shall be renewed automatically for a period of five (5) years unless Notice of Termination is given by either Party at least one-hundred and twenty (120) days prior to the date of renewal. This agreement may be extended for a period of longer than five years or may be amended from time to time by written agreement of both Parties.

Executed by the parties by their duly authorized representatives, this 30 day of August, 2004

TOWN OF NEWMARKET

By: 
 Alphonse Dixon
 Its Town Administrator
 Hereunto Duly Authorized

ROCKINGHAM LAND TRUST

By: 
 Joanna Pellerin
 Its President
 Hereunto Duly Authorized