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New Hampshire Fish and Game Department

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Glenn Normandeau
Executive Director

June 30, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

Requested Action

Pursuant to RSA 212:10-b, authorize the New Hampshire Fish and Game Department (NHFGD) to enter into a wildlife habitat improvement agreement with Dan Davis for the management of 51 acres of agricultural land on the Conner Farm Wildlife Management Area in the town of Exeter effective upon Governor and Council approval through December 31, 2024. No funding is involved.

Explanation

The New Hampshire Fish and Game Department owns a 250-acre parcel in Exeter containing 51 acres of agricultural fields. The wildlife management objectives for these lands include maintaining certain agricultural crops for songbirds, migratory waterfowl, white-tailed deer, turkey, and other wildlife species. To achieve these goals, the Department proposes to allow Dan Davis to annually plant grain crops and harvest hay as authorized by the Department from the date of this agreement through December 31, 2024. In return Mr. Davis will leave a portion of his grain crop in the field for use by wildlife and will help maintain other fields in wildlife habitat via brush hogging.

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte
Chief, Business Division

Conner Farm Wildlife Management Area

FARM AGREEMENT

This agreement made this 9th day of July, 2014 by and between the State of New Hampshire, Fish and Game Department (hereinafter referred to as the "DEPARTMENT"), acting by and through its Executive Director, 11 Hazen Drive, Concord New Hampshire 03301 and Dan Davis, (hereinafter referred to as the "FARMER") of 54 Oaklands Rd, Newfields, NH.

WHEREAS, the DEPARTMENT is responsible for the conservation of the fish and wildlife resources of the State of New Hampshire; and

WHEREAS, the DEPARTMENT owns certain property known as the Conner Farm Wildlife Management Area, in the town of Exeter; and

WHEREAS, the wildlife management objectives for the property include maintaining a grain and grass crop for pheasant cover during the stocking season, migrating waterfowl, white-tailed deer, turkey, and other wildlife; and

WHEREAS, Dan Davis has the knowledge, skills and equipment necessary to effectively harvest and maintain a grain and grass crop; and

NOW THEREFORE, in consideration of the mutual covenants stated herein the parties agree as follows:

1. Grant of Authority to FARMER

- a. The DEPARTMENT hereby allows the FARMER to enter the premises for the purpose of utilizing approximately 51 acres of field land (Figure 1) for planting and harvesting a hay and grain crop (e.g., corn, millet, rye, etc.) each year as approved by the Department from the date of this agreement through December 31, 2024. Pasturing livestock, staging equipment outside of the growing season, and stockpiling of manure, compost, or other similar material is expressly prohibited.
- b. In the field designated "hay only" (Figure 1), the FARMER may harvest hay for as long as the drainage ditches and tiles are operational and the fields are dry. The FARMER shall take no actions to maintain or repair drainage ditches or tiles.

2. Compensation

- a. In areas planted to corn, the FARMER agrees to leave four unharvested rows of corn for use by migrating waterfowl and other wildlife. The unharvested rows should be tended (e.g., limed, fertilized, etc.) the same as the remainder of the crop to ensure good forage production for wildlife. The rows should be knocked down at the end of the growing season to allow easy use by wildlife.
- b. The FARMER agrees to maintain 2.5 acres of a habitat area (figure 1) via mowing every 2-3 years. Mowing of the habitat area shall be completed between August 1 and October 1.
- c. Given that the primary purpose of Wildlife Management Areas is to provide habitat for wildlife, neither

Conserving New Hampshire's wildlife and their habitats since 1865.

the DEPARTMENT nor its partnering agencies will compensate or issue deprecation permits to the FARMER for damage caused by wildlife to crops grown under this agreement.

3. Special Conditions

- a. The FARMER will contact the Department Representative each year to discuss wildlife habitat management issues and planting plans for the season. A meeting may be held at the property or via telephone at the discretion of the Department Representative.
- b. A "protective" vegetated buffer (sumac, brush, etc.) of at least 50 feet shall be left between any planted area and surface-water wetlands or specially marked areas, unless otherwise designated by the Department Representative.
- c. The FARMER may prune or cut trees encroaching into farmed fields as agreed upon by the Department Representative.
- d. There shall be no dumping or burial of any materials or use of any material on the land, which is prohibited by state, or federal laws, which is ecologically hazardous, or which is in any way detrimental to the surface or groundwater.
- e. There shall be no pasturing of livestock or stockpiling of manure, compost, or other similar material.
- f. No pesticides shall be utilized in agricultural management, except one application of a glyphosate-based herbicide by a licensed commercial applicator in late June or early July to control weeds. The application must comply with all applicable state and federal laws.
- g. The FARMER may amend field soils with a fertilizer/lime combination, manure, DES certified ash as allowed under administrative rule Env-Sw 1700, or other suitable substitute per the recommendations of the University of New Hampshire Cooperative Extension and with approval by the DEPARTMENT.
- h. The FARMER shall regularly check areas prone to soil erosion within the designated areas or along access to them and stabilize those areas immediately.

4. Period of Use

This agreement shall become effective upon the date of execution by the parties and shall terminate on December 31, 2024. This agreement may be renewed upon satisfactory performance of the conditions contained herein. Satisfactory performance and the agreement extension shall be determined solely by the DEPARTMENT. Either party may terminate this agreement by thirty (30) day notification to the other party in writing.

5. Taxes

The FARMER shall pay all properly assessed real or personal property taxes on the property subject to this agreement no later than the due date assessed by the town. Failure of the FARMER to pay the duly assessed personal or property taxes shall be good cause to terminate this agreement.

6. Public Use

The lands under agreement shall remain open to use by the public at all times and shall remain free from dangerous conditions or obstructions created by the FARMER'S activities under this agreement. The FARMER shall not prohibit or regulate recreational activities including hiking, hunting, trapping and fishing. No signs or gates shall be erected without the express written permission of the DEPARTMENT.

7. Liability and Safety

- a. The FARMER shall indemnify the DEPARTMENT and hold the DEPARTMENT harmless from and against any and all injuries to persons (including the FARMER or their employees, agents or representatives), damage to property or expense of every kind and nature (including, without limitation, court costs, expenses and reasonable attorney's fees) arising in any manner, caused by, resulting from, incident to, connected with or growing out of the rights granted hereunder, unless caused solely by the negligent acts or omissions of the DEPARTMENT, or its employees, agents, licensees or delegees.
- b. The FARMER shall obtain and maintain in effect during the term of this agreement comprehensive or commercial general liability insurance with minimum policy limits of \$500,000 and shall provide the DEPARTMENT a certificate that demonstrates that such insurance is in effect.
- c. The DEPARTMENT shall not be liable or responsible in any way for any fire damage caused as a result of activities by the FARMER hereby permitted.
- d. The DEPARTMENT will not be responsible for destruction of agricultural crops, equipment, or machinery resulting from any cause.

8. Inspection of Premises

The FARMER agree that the DEPARTMENT or its duly authorized agent, at any time, may examine and inspect any and all property included in this agreement.

9. Non-conformance Termination:

The FARMER shall comply with all applicable State and local laws, zoning ordinances, rules and regulations in connection with the exercise of terms under this agreement.

10. Transferability

This agreement is not transferable.

11. Compliance by Farmers with the Laws and Regulations: Equal Employment Opportunity

In connection with the performance of services the FARMERS shall comply with all statues, laws, regulations and orders of federal, state, county or municipal authorities which impose obligations

upon the FARMERS, including, but not limited to, civil rights, and equal opportunity laws. In addition, the FARMERS shall comply with all applicable copyright laws.

During the term of this Agreement, the FARMER shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.

If this agreement is funded in any part by monies of the United States, the FARMER shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The FARMER further agrees to permit the State or United States, access to any of the Farmer's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of this Agreement.

12. Personnel

The performance of services shall be carried out by employees of the FARMER. The FARMER shall provide, at its own expense, all personnel necessary to perform the services. The FARMER warrants that all personnel engaged in services shall be qualified to perform the services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

The FARMER shall not hire, and shall permit no subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

The Department, or its successor, shall be the State's representative. In event of any dispute concerning the interpretation of this Agreement, the Department's decision shall be final.

13. Farmer's Relations with the State

In the performance of this agreement the FARMER is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the FARMER nor any of his or her officers, employees, agents or members shall have the authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

14. Assignment, Delegation and Subcontracts

The FARMER shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the services shall be delegated or subcontracted by the FARMER without prior written consent of the State.

15. Waiver of Breach

No failure by the State to enforce any provisions hereof shall be deemed a waiver of its rights with regard to that event, or any subsequent event.

16. Notice

Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties in

17. Amendment

This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

18. Construction or Agreement and Terms

This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

19. Third Parties

The parties hereto do not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.


20. Entire Agreement

This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supercedes all prior agreements and understandings relating hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be set and their seals to be affixed as of the day and year first above written.

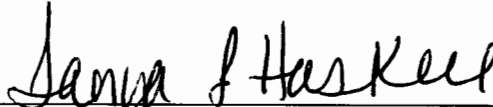
(Executed in duplicate)

The State of New Hampshire, acting through its Fish and Game Department on this day 9th of July, 2014.



Glenn Normandeau, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

Personally appeared before me on this 9th day of July, 2014, Glenn Normandeau, who acknowledges himself to be the Executive Director for the New Hampshire Fish and Game Department, and as such is duly authorized to executed the foregoing instrument for the purposes therein contained, by signing his name on behalf of the State of New Hampshire.

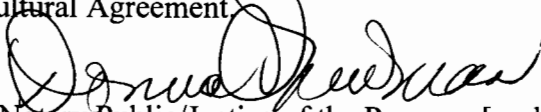

Notary Public/Justice of the Peace [seal]
My Commission Expires: _____

TANYA L. HASKELL, Notary Public
My Commission Expires October 6, 2015


Dan Davis

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

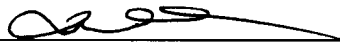
I, hereby certify that [name(s)] personally appeared before me on this 20 day of June, 2014 and acknowledged the foregoing Agricultural Agreement.


Notary Public/Justice of the Peace [seal]
My Commission Expires: _____

DONNA C. NEWMAN, Notary Public
My Commission Expires July 13, 2016

APPROVALS:

Approved by the Department of Justice as to form, substance, and execution on this 21st day of July, 2014;



s. Assistant Attorney General

Approved by the Governor and Executive Council:

Approval Date: _____ Item #: _____

The date of approval by the Governor and Executive Council shall constitute the Commencement Date of this Lease.

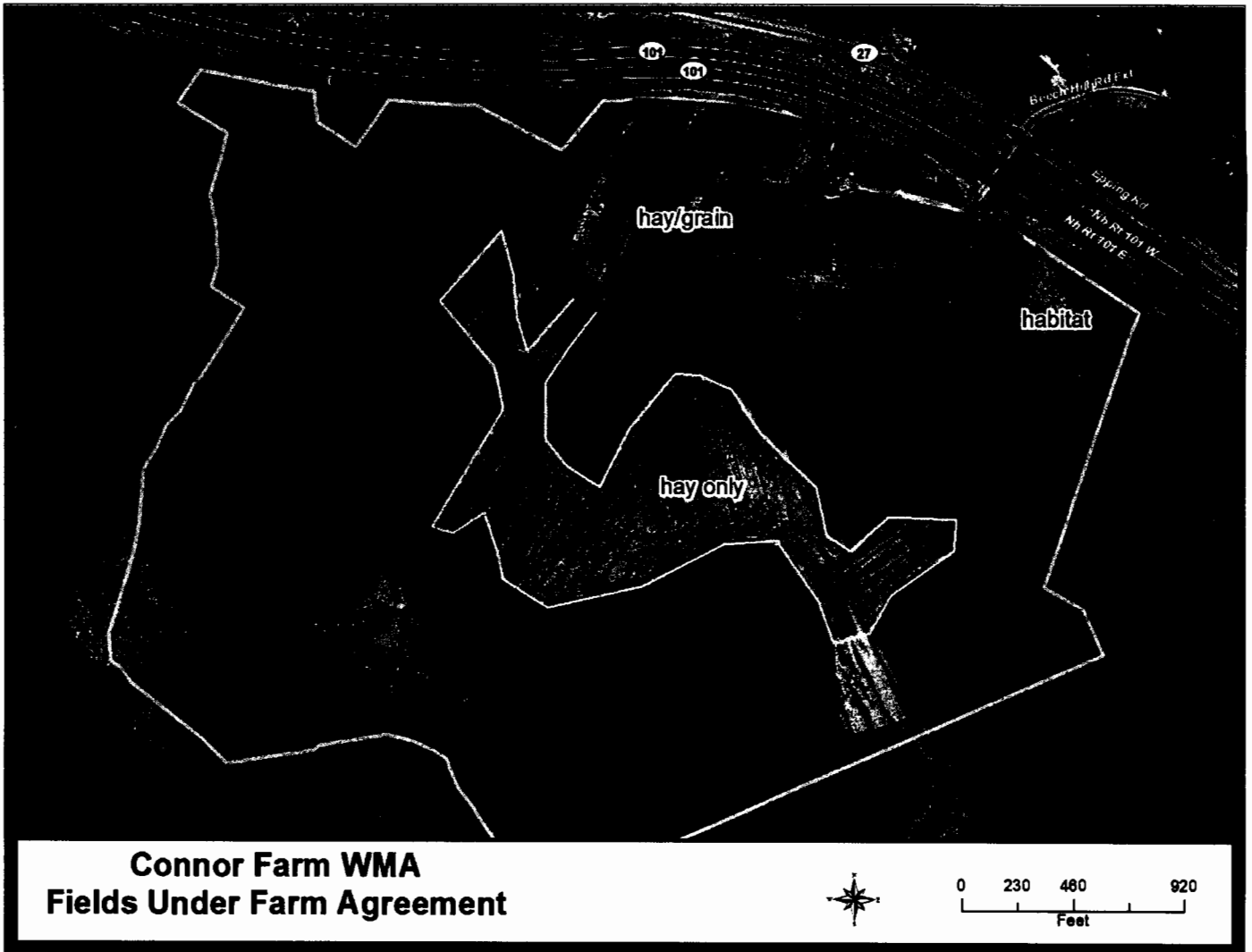


Figure 1. Map of fields to be farmed under this agreement at the Connor Farm Wildlife Management Area, Exeter, NH.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Antonucci Insurance Services, Inc. PO Box 1115 Wolfboro Falls NH 03896	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: TINA L ANTONUCCI</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 603-569-8933</td> <td>FAX (A/C, No): 603-569-8936</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: TINA@ANTONUCCIINSURANCE.COM</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Co-operative Insurance Co.</td> <td>NAIC #</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: TINA L ANTONUCCI		PHONE (A/C, No, Ext): 603-569-8933	FAX (A/C, No): 603-569-8936	E-MAIL ADDRESS: TINA@ANTONUCCIINSURANCE.COM		INSURER(S) AFFORDING COVERAGE		INSURER A: Co-operative Insurance Co.	NAIC #	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED Daniel & June Davis & Darren Davis dba Littlebrook Farm 25 OAKLANDS RD EXETER NH 03833																					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	FARMOWNERS POLICY	Y	N	FP0156200	05/05/2014	05/05/2015	FARM PERSONAL LIABILITY - \$500,000 PRODUCTS AGGREGATE LIMIT - \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 71 ACRES LEASED BY INSURED FOR HAYING AT CONNER FARM, ROUTE 27, EXETER, NH

CERTIFICATE HOLDER NH FISH & GAME DEPT. 11 HAZEN DR Concord NH 03301 Email: James.Oehler@wildlife.nh.gov	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right; font-family: cursive;">Tina L. Antonucci</div>
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