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New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
Headquarters: (603) 271-3421
Web site: www.WildNH.com

TDD Access: Relay NH 1-800-735-2964
FAX (603) 271-1438
E-mail: info@wildlife.nh.gov

December 7, 2020

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

Requested Action

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a contract with Precision Cut Pruning (VC #338512) of Newmarket, NH in the amount of \$15,000 to provide pruning services at Henry Laramie WMA and Glenn's Cove WMA, effective upon Governor and Council approval through June 30, 2023. Funding is 75% Federal, 25% other Wildlife Habitat conservation funds.

Funding for this contract is available in the Wildlife Habitat Conservation account as follows:

03-75-75-751520-2155 Wildlife Program – Wildlife Habitat Conservation

	<u>FY 2021</u>	<u>FY2022*</u>	<u>FY2023*</u>
020-07500-21550000-304-500841 Research and Management	\$4,800	\$5,000	\$5,200

*Pending budget approval

Explanation

Apple and crabapple trees in NH are common on State lands and are important for soft mast, browse, nest sites and cover for wildlife. Apple trees are a preferred nest site of many species such as robin, great crested flycatcher, and red-eyed vireo. They are sought after by both song and game birds, bear, deer, coyote, and fox for their fruit production. Even Canada geese have been observed to browse on fallen apples in late fall and wintering robins and waxwings are dependent on the everhanging fruit of apples and crabapples in late winter and early spring. Deer browse on twigs in the winter and grosbeaks (evening and pine) and orioles eat the flower buds. Fruit trees, with their thin bark, are also a favorite of sapsuckers. Both the flowers and the fruit are an important food source for native pollinators and honey bees. While apple trees are not native, they have become an important habitat feature in their naturalized state. Conditions of apple trees vary by site and tree but currently, nearly all are in need of release and/or pruning. The overall goal is to maintain healthy apple trees and enhance fruit production as a continual supply of soft mast for the benefit of wildlife across NH. This contract will be the first in an effort to maintain apple/crabapple trees on state lands on a regular basis.

A Request for Proposals was advertised in July of 2020. Precision Cut Pruning was the sole bidder on the contract for Glenn's Cove WMA in Greenland and Henry Laramie WMA in Enfield.

Respectfully submitted,

Scott R. Mason
Executive Director

Kathy Ann LaBonte
Chief, Business Division

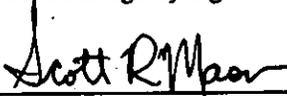
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Fish and Game Department		1.2 State Agency Address 11 Hazen Drive Concord, NH 03301	
1.3 Contractor Name Precision Cut Pruning		1.4 Contractor Address 80 Ash Swamp Rd Newmarket, NH 03857	
1.5 Contractor Phone Number 919-478-3788	1.6 Account Number 2155-304-500841	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$15,000.00
1.9 Contracting Officer for State Agency Scott Mason, Executive Director		1.10 State Agency Telephone Number 603-271-3511	
1.11 Contractor Signature  Date: 10/17/20		1.12 Name and Title of Contractor Signatory Tyler Brodie, Owner	
1.13 State Agency Signature  Date: 12-17-20		1.14 Name and Title of State Agency Signatory Scott Mason, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 1/5/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials **TB**
Date **10/17/20**

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any 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 is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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 at the addresses given in blocks 1.2 and 1.4, herein.

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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **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.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT – A

SPECIAL PROVISIONS

SUPPLEMENTAL GENERAL CONDITIONS

The following supplements modify, change, delete, or add to the General Terms and Conditions. Where any part of the General Conditions is modified or voided by these Sections, the unaltered provisions of that part shall remain in effect.

SC-1 FEDERAL AWARD INFORMATION AND COMPLIANCES FOR FEDERAL ASSISTANCE FYBDED PROJECTS

This contract is funded in part by a grant from the Department of the Interior, U. S. Fish and Wildlife Service. The contractor and all sub-contractors must comply with federal regulation and the following provisions, as applicable:

A. DEBARMENT AND SUSPENSION

A contract award (see 2 CFR 180.220) cannot be made to parties listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with 2 CFR 180. Before entering into a covered transaction the contractor must notify the contracting state agency if you know that you or any of your principals are presently excluded or disqualified from participation in federally funded transactions.

Certification Regarding Debarment and Suspension – Lower Tier Covered Transactions

By entering into a contract the contractor certifies, per Subpart C of 2 CFR Part 180, that neither it nor its principles (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise excluded by any federal department or agency from participating in transactions supported in whole or in part by Federal funds.

EXHIBIT – B

SCOPE OF SERVICES

This Section specifies requirements for pruning services supplied by Precision Cut Pruning. These services are intended to maintain the health and enhance fruit production of apple/crabapple and other soft mast producing trees for wildlife.

RELEASE AND PRUNING NEEDS, OBJECTIVES, AND PLANS

The majority of fruit trees on State lands are apple or crabapple trees though there are scattered pear, peach, and other soft mast trees. Most of the trees are old and overgrown, others were planted in the late 70's/early 80's in an effort to increase food sources for wild turkey, while others are sapling volunteers. Some are in the open while others have recently been released through commercial timber sales or non-commercial habitat work, and many are still crowded with overgrowth. Thus, there is some variation in age, size, condition, and structure of individual trees resulting in variations in pruning needs.

Bradford pears should not be managed but reported to NHFG as these are an undesirable species that have been included on the NH Invasive Species Watch List.

The contractor must have a clear understanding of the specific needs of the tree and the objectives for pruning. Pruning objectives include:

1. Improve overall health;
2. Improve structural strength;
3. ~~Prevention or mitigation of pest or disease;~~
4. Encouragement of fruit production by favoring branches with fruit spurs.

PRUNING PRACTICES

Vendors will adhere to the pruning guidelines as detailed in the USDA Forest Service publication NA-FR-01-95 (online at <https://www.fs.usda.gov/naspf/publications/how-prune-trees-na-fr-01-95>) unless otherwise specified in the Scope of Work. All employees of the contractor engaged in pruning fruit trees on State land shall be familiar with pruning approaches (crown thinning, raising, or reduction) and pruning methods.

1. WHEN TO PRUNE

Pruning may occur from February 1 – June 1, with the exception of during active flowering to avoid flower damage. Pruning is preferred to occur during dormancy to decrease the likelihood of fireblight infection.

2. AMOUNT OF PRUNING

Pruning shall be limited to the amount needed to accomplish the pruning objective. In some cases, especially given the current condition of most fruit trees on State lands, it may be best to complete pruning over a two- or three-year period.

Dead, dying, and decayed wood will be removed in the first year. Live wood pruning to open the canopy to sunlight and airflow, but not more than 25% of living branches, should also occur in the first year. Progressive cuts to stimulate health and productivity will occur in years two and three but not more than 25% of living branches should be removed within an annual growing season. The percentage of foliage removed shall be adjusted according to the health of the tree. Individual trees with special considerations identified by the contractor may deviate from this plan upon approval of a NHFG representative.

3. SAFETY AND EQUIPMENT

The contractor is required to wear appropriate personal protective equipment (PPE) including but not limited to safety glasses with side shields, hard hat, gloves, chaps, long-sleeved shirt, long pants, and boots when appropriate. The contractor is required to provide their own PPE, pruning supplies, and equipment.

Pruning equipment shall be sharp and sized appropriately for the pruning cut. Avoid the use of any pruning equipment that may cause damage to bark tissue. Pruning tools shall be treated with a disinfectant before and after pruning trees. Individually diseased trees should be pruned last to reduce chances of spreading disease.

4. WOUND TREATMENTS

Bark surrounding pruning cuts shall not be torn, shredded, stripped away, or otherwise separated from the wood. Treatment of pruning wounds is not necessary.

5. SITE SPECIFICS

- 5.a. Henry Laramie WMA, Enfield NH: containing approximately 40-50 trees on about 3 acres (Map 1). Only those trees deemed "safe" by the contractor and are within the capabilities of the contractor's equipment will be pruned. Trees determined to be unsalvageable by the contractor should not be pruned. NHFG retains the right to discontinue activities at this site based on the vegetative response of the trees to pruning activities or other factors.
- 5.b. Glenn's Cove WMA, Greenfield NH: containing 30-40 trees spread throughout property (Map 2). Only those trees deemed "safe" by the contractor and are within the capabilities of the contractor's equipment will be pruned.

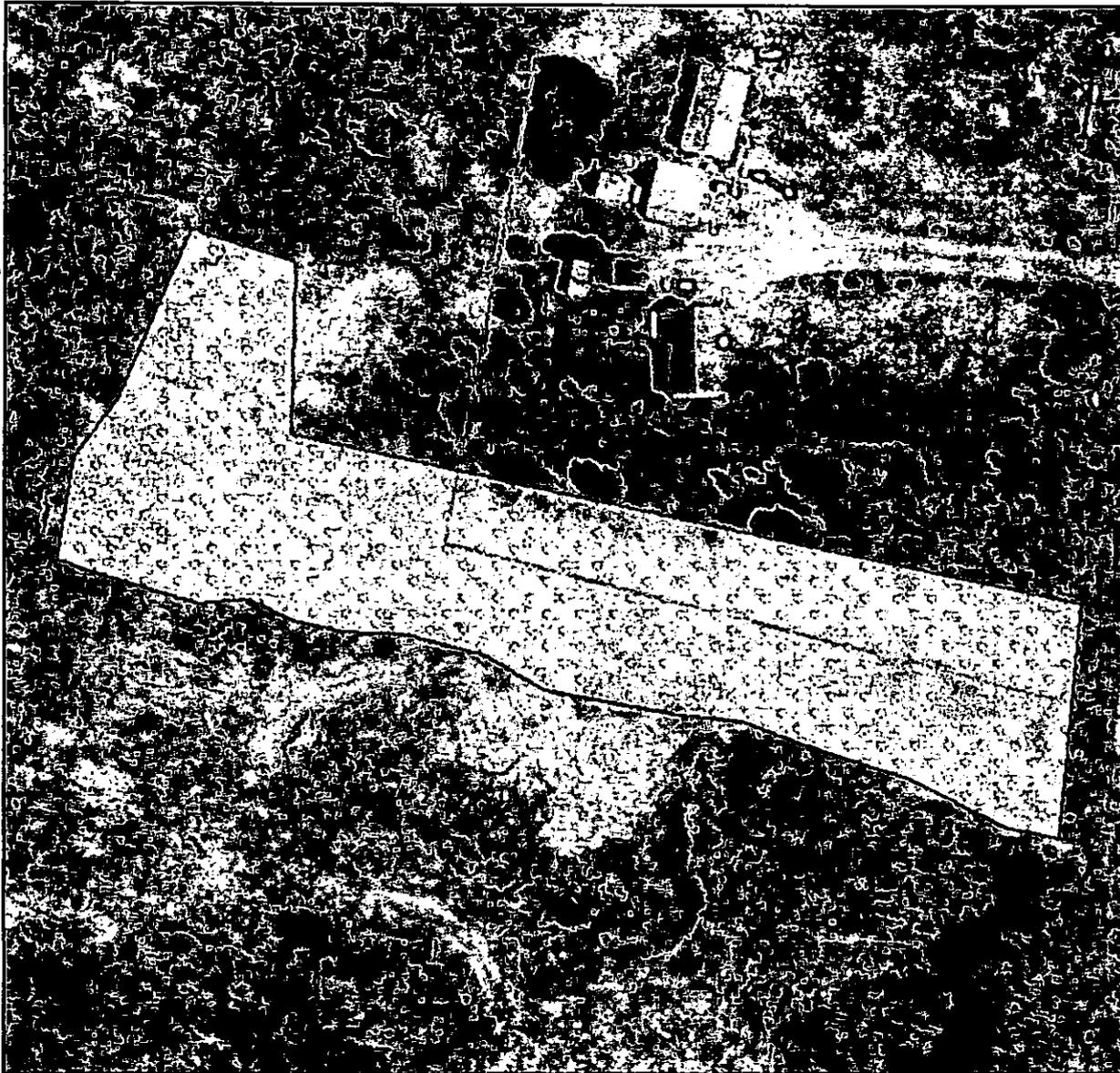
EXHIBIT - C

METHOD OF PAYMENT

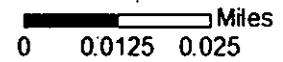
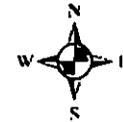
- A. The Contractor shall submit to the Department, an itemized invoice for Payment upon completion of pruning services for each fiscal year. The invoice shall include number of trees pruned for each site and number of hours worked. Invoices shall be paid based on an hourly rate of \$60/hr with a 4% hourly increase each year. The invoice shall be sent to:

Denyce Gagne
NH Fish and Game Department
11 Hazen Drive
Concord, NH 03301
Denyce.Gagne@wildlife.nh.gov

- B. The terms of payment are net 30 days from the Department's receipt of a correct and conforming invoice.



**MAP 1:
Henry Laramie
Wildlife Management
Area
Fruit Tree Map
Enfield, NH**



Note: the boundary line on this map is misrepresented.

There are 40-50 trees in this orchard; not all are salvageable. Trees may be excluded at the contractor's discretion. All trees are within a short walking distance from the road.

Tree/Orchard Location

-  Single Tree
-  Orchard
-  Orchard
-  Property Boundary



MAP 2:
 Glenn's Cove
 Wildlife Management
 Area
 Fruit Tree Map
 Greenland, NH



Several trees on this property are too tall for ladder maintenance and may be excluded at the contractor's discretion.

Orchard	
	Single Tree
	Smaller Orchard
	Larger Orchard
	Property Boundary

Precision Cut Pruning – Tyler Brodie – 80 Ash Swamp rd, Newmarket, NH, 03857 – 919 478 3788

SOLE PROPRIETOR CERTIFICATE OF AUTHORITY

I, Tyler Brodie hereby certify that I am the sole proprietor of Precision Cut Pruning (name of business), which is a trade name registered with the Secretary of State under RSA 349. I certify that I am the sole owner of my business and of the trade name.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind my business and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Signed: Tyler Brodie

Date: 10/16/20

JOHN F. CONNOLLY, Notary Public
State of New Hampshire
My Commission Expires February 7, 2023

State of New Hampshire, County of Rockingham

On this the 16 day of October 2020, before me John Connolly, the undersigned officer, personally appeared Tyler Brodie, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

State of New Hampshire

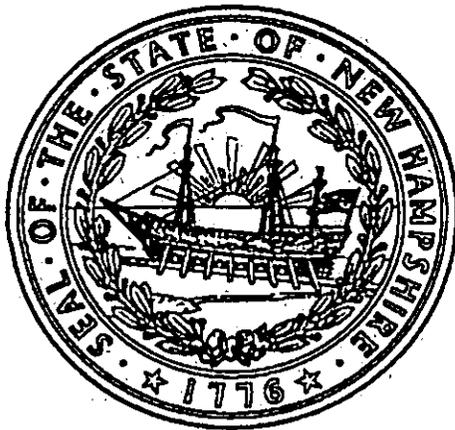
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PRECISION CUT PRUNING is a New Hampshire Trade Name registered to transact business in New Hampshire on September 30, 2019. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: **828304**

Certificate Number: **0005030423**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of October A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



State of New Hampshire

Department of State



Business Name : **PRECISION CUT PRUNING**

Business ID : **828304**

Filing History

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0004598653	09/30/2019	09/30/2019	Trade Name Registration	N/A

Trade Name Information

Business Name	Business ID	Business Status
No Trade Name(s) associated to this business.		

Name History

Name	Name Type
No Name Changes found for this business.	

Principal Information

Name	Title
Tyler Spencer Brodie	Applicant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2020

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 Nicholas Miller 66 Hanover Street, Suite 301 Manchester NH 03101	CONTACT NAME: Caleb Kirby PHONE (A/C, No, Ext): 603-432-2944 FAX (A/C, No): 603-432-4732 EMAIL: ckirby@amfamfinancial.com ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Farm Family Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Tyler Brodie Precision Cut Pruning 80 Ash Swamp Rd Newmarket NH 03857	

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 SUBR INSR	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			2801 X 1145	11/12/2020	11/12/2021	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Select Business Package						PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> DED							\$
	<input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Tree Pruning

Email: precisioncutpruning@gmail.com

CERTIFICATE HOLDER

NH Fish & Game Department

11 Hazen Dr

Concord

NH 03301

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

Caleb Kirby