

Glenn Normandeau Executive Director

New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500

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January 28, 2013

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 an agricultural agreement with Fitch Farm, LLC for the management of 55 acres of agricultural land on Milford Fish Hatchery Lands in the town of Milford effective upon Governor and Council approval through December 31, 2022. No funding is involved.

Explanation

The New Hampshire Fish and Game Department owns a 163-acre parcel in Milford containing 55 acres of agricultural fields. Most of these fields were originally owned by the Fitch family and Walker Fitch, primary operator of Fitch Farm, LLC, is a third generation farmer who depends on these fields to maintain a viable farming operation. The Department is willing to allow Fitch Farm, LLC to continue farming these fields, under certain conditions as outlined in the attached agreement, to maintain the water quality of adjacent rivers and wetlands, and provide food and cover for wildlife.

Respectfully submitted,

Glenn Normandeau Executive Director

Kathy Ann CaBonte Chief, Business Division

Milford Fish Hatchery Lands FARM AGREEMENT

This agreement made this day of	, 2012 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, 11H	azen Drive, Concord New Hampshire 03301 and Fitch
Farm, LLC, (hereinafter referred to as th	e "FARMER") of 499 N River Road, Milford, NH 03055-
5013.	

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 Milford Fish Hatchery, in the town of Milford; and

WHEREAS, the wildlife management objectives for the property include maintaining a grain crop for migrating waterfowl, white-tailed deer, turkey, and other wildlife; and

WHEREAS, Fitch Farm, LLC has the knowledge, skills and equipment necessary to effectively harvest and maintain a grain 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 55 acres of field land for planting and harvesting a grain or grass crop (e.g., corn, millet, rye, etc.) per the attached 2012 Conservation Plan developed by the Natural Resources Conservation Service each year from the date of this agreement through December 31, 2022. Pasturing livestock and stockpiling of manure, compost, or other similar material is expressly prohibited.

2. Compensation

- a. The FARMER agrees to leave four unharvested rows of grain crop in each field planted with grain, 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. Given that the primary purpose of Wildlife Management Areas is to provide habitat for wildlife, neither the DEPARTMENT nor its partnering agencies will compensate or issue depredation permits to the FARMER for damage caused by wildlife to crops grown under this agreement.

3. Special Conditions

- a. The FARMER will follow all of the planting and nutrient management guidelines within the 2012 Conservation Plan developed by the Natural Resources Conservation Service.
- b. The FARMER will contact the Department Representative each year to discuss wildlife habitat management issues and plans for the season. A meeting may be held at the property or via telephone at the discretion of the Department Representative.
- c. A "protective" vegetated buffer (grass, 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.
- 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 may maintain field edges by clearing woody debris that is overhanging or that has fallen into the field.
- i. 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, 2022. 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.

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 31_of, 2013. Glenn Normandeau, Executive Director
STATE OF NEW HAMPSHIRE COUNTY OF New Hampshire - Murrimack County Personally appeared before me on this 31st day of January, 2017, Glenn
Personally appeared before me on this 31st day of Lanuary, 2017, 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
Walker E. Fitch, Fitch Farm, LLC
STATE OF NEW HAMPSHIRE COUNTY OF Hillsburgh
I, hereby certify that [name(s)] personally appeared before me on this 19 day of 10cholor, 2012 and acknowledged the foregoing Agricultural Agreement. State Compared before me on this 19 day of 10cholor, and acknowledged the foregoing Agricultural Agreement. State Compared before me on this 19 day of 10cholor, and
BRIDEY C DAY Notary Public, New Hampshire My Commission Expires Aug 10, 2016

APPROVALS:	
, 2012;	form, substance, and execution on this day of
Approved by the Governor and Executive Cou	ıncil:
Approval Date:	_ Item #:

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

Fields Covered Under Farm Agreement with Fitch Farm, LLC at the Milford Fish Hatchery



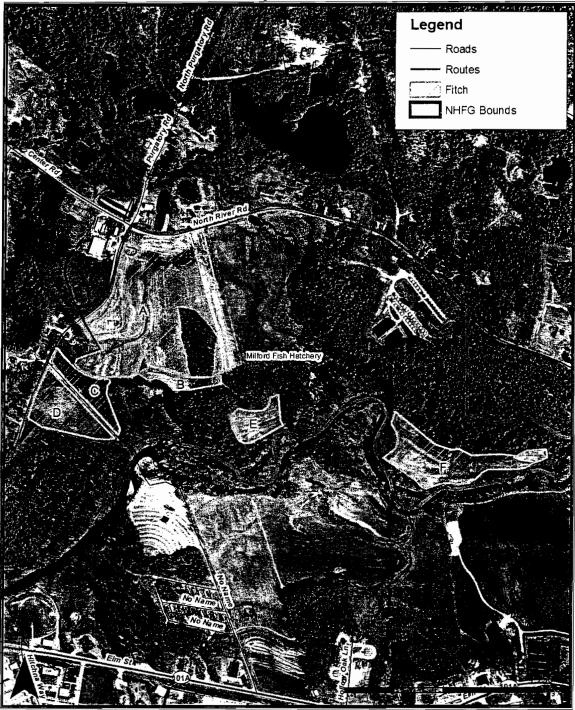


Figure 1. Map of field to be farmed under this agreement at the Milford Fish Hatchery, Milford, NH.

LLC Certification of Authority

I, David E. Fitch hereby certify that I am a Member of Fitch Farm, LLC, a limited liability company under RSA 304-C and that Walker E. Fitch is also a Member of Fitch Farm, LLC, and that I certify that he is authorized to bind the LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that I currently occupy the position indicated and that I have full authority to bind the LLC.

Signed: David E. Fitch	Signed: Walker E. Fitch
Date: $\frac{10/19/2012}{}$	Date:

On this the 19 day of Other 20/2, before me Ribey Comy, the undersigned officer, personally appeared AVIL + Warren 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.

Bredey Chfai

BRIDEY C DAY Notary Public, New Hampshire My Commission Expires Aug 10, 2016

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 Fitch Farm LLC is a New Hampshire limited liability company formed on October 23, 2009. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of January, A.D. 2013

William M. Gardner Secretary of State

ACORD, CERTIFIC					CATE OF	LIABIL	ITY INS	URANCE			TE (MM/DD/YYYY)
PRODUCER THE ROBERTSON AGENCY PO BOX 498 (1022 DOVER RD EPSOM) 603-736-8562							2 THIS CER ONLY AN HOLDER.				
NORTHWOOD, NH 03261-0498					INSURERS	INSURERS AFFORDING COVERAGE					
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			TCH FAR		СП		INSURER B:		_		
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		MILFO	RD, NH	03055			INSURER D:				
COVERAG	GE	<u> </u>					INSURER E:				
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									BE ISSUED OR		
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EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE								E.L. EACH ACCIDENT	\$		
OFFICER/MEMBER EXCLUDED? If yes, describe under						E.L. DISEASE - EA EMPLOYEE	\$				
SPECIA	AL PI	ROVISIONS	below						E.L. DISEASE - POLICY LIMIT	\$	
OTHER											
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CERTIFICATE HOLDER C					CANCELLAT	CANCELLATION					
						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION					
New Hampshire Fish and Game Department					٠,	DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL DAYS WRITTEN					
11 Hazen Drive						NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL					
Concord, NH 03301						IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR					
					AUTHORIZED RE	REPRESENTATIVES. AUTHORIZED REPRESENTATIVE					
							ROBERT ANDREW ROBERTSON				
ACORD 25 (2001/08)						© ACORD C	ORPC	ORATION 1988			