

55 JAW



# 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

Glenn Normandeau  
Executive Director

July 2, 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 Robert Rudder for the management of 21 acres of agricultural land on the Lower Shaker Wildlife Management Area in the town of Enfield effective upon Governor and Council approval through December 31, 2019. No funding is involved.

### Explanation

The New Hampshire Fish and Game Department owns a 1,000-acre parcel in Enfield containing 21 acres of agricultural fields. The wildlife management objectives for these lands include maintaining certain agricultural crops for grassland birds, white-tailed deer, turkey, and other wildlife species. To achieve these goals, the Department proposes to allow Robert Rudder to annually harvest hay as authorized by the Department from the date of this agreement through December 31, 2019. In return Mr. Rudder will maintain other old fields as wildlife openings via brush hogging each year, maintaining field edges, and mowing the access road to the fields.

Respectfully submitted,

Glenn Normandeau  
Executive Director

Kathy Ann LaBonte  
Chief, Business Division



# Lower Shaker Wildlife Management Area

## FARM AGREEMENT

This agreement made this \_\_\_ day of \_\_\_\_\_, 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 Robert Rudder, (hereinafter referred to as the "FARMER") of 288 NH Route 118, Canaan, NH 03741.

**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 Lower Shaker Wildlife Management Area, in the town of Enfield; and

**WHEREAS**, the wildlife management objectives for the property include maintaining fields in grass for bobolinks, savannah sparrows, but also white-tailed deer, turkey, and other wildlife; and

**WHEREAS**, Robert Rudder has the knowledge, skills and equipment necessary to effectively harvest and maintain a grass crop; and

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

1. Grant of Authority to FARMER

The DEPARTMENT hereby allows the FARMER to enter the premises for the purpose of utilizing approximately 21 acres of field land (Field D; Figure 1) for harvesting a grass crop after July 15 of each year from the date of this agreement through December 31, 2019. Pasturing livestock and stockpiling of manure, compost, or other similar material is expressly prohibited.

2. Compensation

- a. The FARMER agrees to brush hog Field B each year after August 1 to maintain it in grass and forb dominated habitat. The FARMER also agrees to cut and remove trees and brush along edges of Fields A-C as needed to allow easier maintenance of those fields by the FARMER and DEPARTMENT staff, and to brush hog the edges of the main access road leading up to Fields A-C at least once/year.
- 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 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.

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

- b. A "protective" vegetated buffer (sumac, brush, etc.) of at least 100 feet shall be left between any planted area and surface-water wetlands or specially marked areas, unless otherwise designated by the Department Representative.
- c. 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.
- d. There shall be no pasturing of livestock or stockpiling of manure, compost, or other similar material.
- e. No pesticides shall be utilized in agricultural management, except as approved by the DEPARTMENT. Any approved application must comply with all applicable state and federal laws.
- f. The FARMER may amend field soils with a fertilizer/lime combination, manure, or other suitable substitute per the recommendations of the University of New Hampshire Cooperative Extension and with approval by the DEPARTMENT.
- g. 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, 2019. 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 FARMERS' 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 his 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 \$300,000 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 agrees 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 FARMER shall comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which impose obligations upon the FARMER, including, but not limited to, civil rights, and equal opportunity laws. In addition, the FARMER 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.

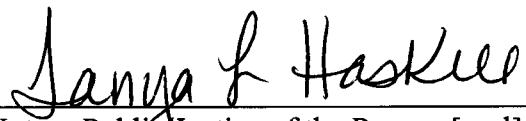
(Executed in duplicate)

The State of New Hampshire, acting through its Fish and Game Department on this day 15 of July, 2014.

  
\_\_\_\_\_  
Glenn Normandeau, Executive Director

STATE OF NEW HAMPSHIRE  
COUNTY OF Merrimack

Personally appeared before me on this 15<sup>th</sup> 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: \_\_\_\_\_

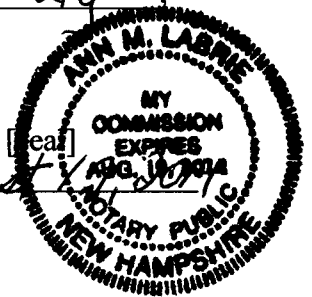
**TANYA L. HASKELL, Notary Public**  
**My Commission Expires October 6, 2015**

Robert Rudder  
Robert Rudder

STATE OF NEW HAMPSHIRE  
COUNTY OF Grafton

I, hereby certify that [name(s)] personally appeared before me on this 2 day of July 2014 and acknowledged the foregoing Agricultural Agreement.

Ann M. Labrie  
Notary Public/Justice of the Peace [ea]  
My Commission Expires: August 17, 2014



APPROVALS:

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

James  
Jr. 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.

STATE OF NEW HAMPSHIRE  
NOTARY PUBLIC



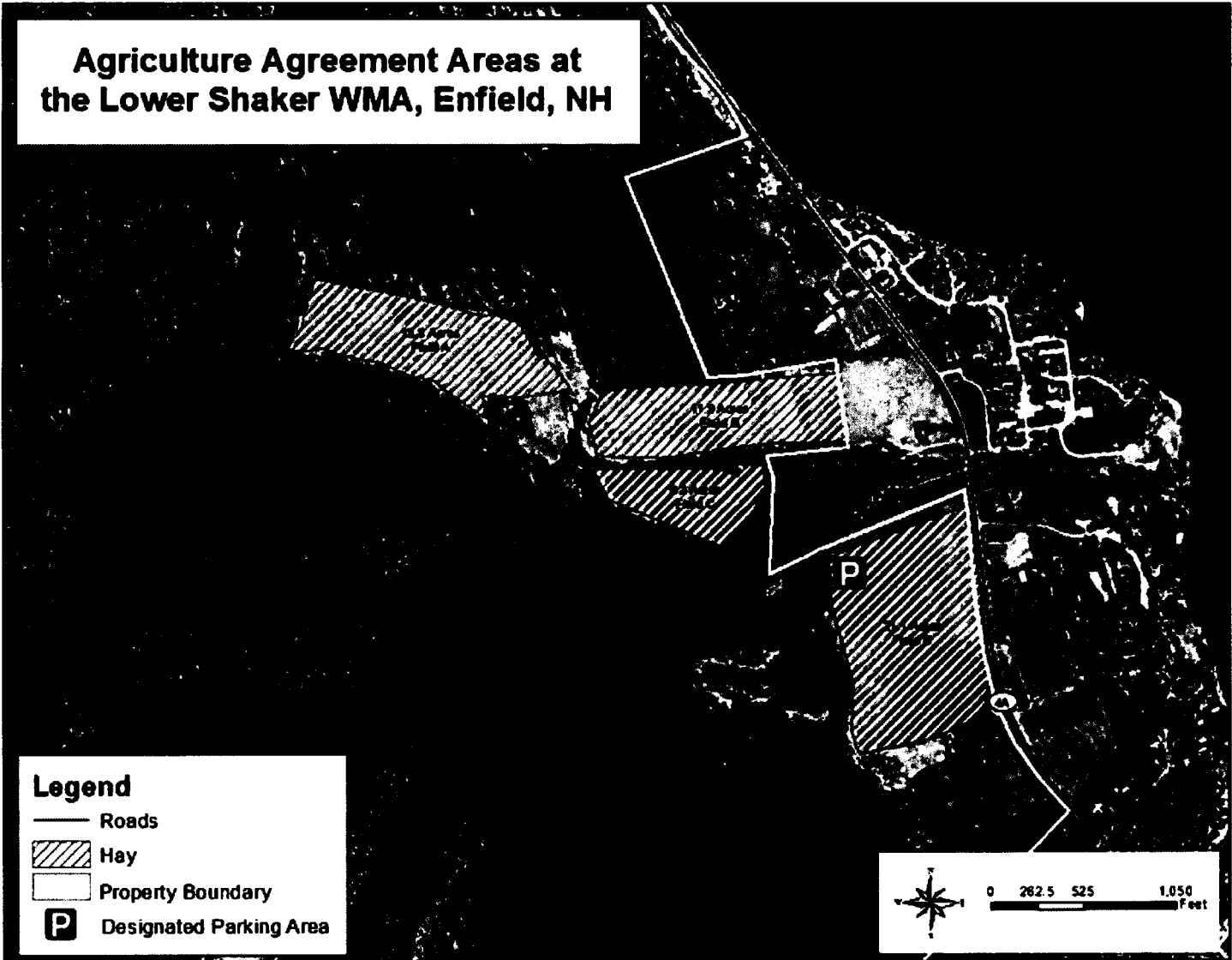


Figure 1. Map of fields to be maintained via farm agreement at the Lower Shaker Wildlife Management Area, Enfield, NH.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/30/2014

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).

<b>PRODUCER</b> Darrell A. Louis Ins. & Related Svcs. 255 Main Street Littleton, NH 03661	<b>CONTACT NAME:</b> Darrell A. Louis <b>PHONE (A/C, No. Ext.):</b> 603-444-4801 <b>FAX (A/C, No.):</b> 603-761-1957 <b>E-MAIL ADDRESS:</b> darrell.louis@farmfamily.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Robert Rudder 447 NH Route 118  Canaan NH 03741-7351	<b>INSURER A:</b> Farm Family Casualty
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**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.

USER LTR	TYPE OF INSURANCE	ADDITIONAL (REQD) (REQD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SPECIAL FARM PACKAGE  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		2805G1685	5/15/2014	5/15/2015	EACH OCCURRENCE \$ 300000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 300000 GENERAL AGGREGATE \$ 600000 PRODUCTS - COMP/PROP AGG \$ INCLUDED
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		2805C0941	10/16/13	10/16/14	COMBINED SINGLE LIMIT (Ea accident) \$ 300000 BODILY INJURY (Per person) \$ 5000 BODILY INJURY (Per accident) \$ 300000 PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED 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	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b> STATE OF NH FISH & GAME 11 HAZEN DR. CONCORD, NH 03301	<b>CANCELLATION</b> 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 
---	--