

JAR 58



New Hampshire Fish and Game Department

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
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September 21, 2016

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 (NHFG) to enter into a maintenance agreement with the Enfield Shaker Museum for the purpose of maintaining the historic Shaker Feast Grounds which is located within the bounds of the Lower Shaker Wildlife Management Area, Enfield NH, effective upon Governor and Council approval through December 31, 2026. No funding involved.

EXPLANATION

The New Hampshire Fish and Game Department owns a 1,096 acre parcel of land in Enfield, NH known as the Lower Shaker Wildlife Management Area. This land is situated on the westerly side of Route 4A and once belonged to the Enfield Shaker community. The property includes 70 acres of meadowland that rises up in a series of benches to a 1,100 foot elevation. Located at the mid-level meadow is the Shaker Feast Grounds, an approximately one acre parcel delineated by apple trees and granite posts. The Feast Grounds provided a secluded location for Shaker spiritual gatherings and outdoor worship. Today the Feast Grounds are used by the Enfield Shaker Museum for educational programs. NHFG is requesting to enter into a long-term agreement with the Museum to allow them to maintain and use the Feast Grounds. This will help the Museum further their mission of protecting, enhancing and utilizing Shaker historical structures, landscape and cultural heritage, while also assisting NHFG maintain an important cultural and public resource on state lands.

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte
Chief, Business Division

REGION 1

629B Main Street
Lancaster, NH 03584-3612
(603) 788-3164
FAX (603) 788-4823
email: reg1@wildlife.nh.gov

REGION 2

PO Box 417
New Hampton, NH 03256
(603) 744-5470
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REGION 3

225 Main Street
Durham, NH 03824-4732
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REGION 4

15 Ash Brook Court
Keene, NH 03431
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STATE OF NEW HAMPSHIRE

Inter-Department Communication

DATE September 16, 2016

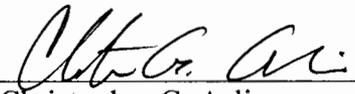
FROM: Christopher G. Aslin
Assistant Attorney General

AT (OFFICE) Department of Justice
Environmental Protection Bureau

SUBJECT: Feast Grounds Maintenance Agreement – Henry Laramie WMA, Enfield NH

TO: Elizabeth McNaughten, Land Agent
Fish and Game Department

The Office of the Attorney General has reviewed the Feast Grounds Maintenance Agreement and background documents provided in connection with the proposed long-term maintenance agreement at the Henry Laramie Wildlife Management Area in the Town of Enfield, and approves the Agreement for form and substance only. Following approval by Governor and Executive Council, the fully executed Agreement should be returned to this office for approval of execution.



Christopher G. Aslin

**FEAST GROUNDS MAINTENANCE AGREEMENT
LOWER SHAKER TRACT OF THE
HENRY LARAMIE WILDLIFE MANAGEMENT AREA, ENFIELD NH**

This agreement (the "Agreement") made this _____ day of _____, 2016 by and between the State of New Hampshire, Fish and Game Department, 11 Hazen Drive, Concord NH (603) 271-2461 (hereinafter referred to as "NHFG" or "the State") and Chosen Vale, Inc., dba Enfield Shaker Museum, 447 NH Route 4A, Enfield, NH 03748, (603) 632-4346 (hereinafter referred to as "the Museum");

WHEREAS, NHFG owns the Lower Shaker Wildlife Management Area, which contains the historic Shaker Feast Grounds and is adjacent to Museum owned land; and

WHEREAS, The Museum owns and operates The Enfield Shaker Museum at the historic Shaker settlement located at NH Route 4A, Enfield, NH;

WHEREAS, the mission of the Museum is to protect, enhance, and utilize its historical structures, landscape and Shaker cultural heritage;

WHEREAS, The Shaker Feast Ground, referred to as Mount Assurance by the Shakers, is a one acre parcel delineated by apple trees and granite posts located on the mid-level meadow; and

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, NHFG and the Museum agree as follows:

1. The Term of this agreement is for Ten (10) years and will remain in effect until **December 31, 2026**.

This agreement may be renewed for a successive ten (10) year term upon satisfactory performance of the conditions contained herein. Satisfactory performance shall be determined solely by NHFG. Either party may terminate this agreement by sixty (60) day notification to the other party in writing.

2. The Museum, through its employees, volunteers, agents, or contractors may access the WMA via the main access road to maintain the Feast Grounds. The maintenance may include, but is no limited to:

- Pruning apple trees annually;
- Fertilizing apples trees with organic fertilizer;
- Mowing Feast Grounds 5 to 6 times a year. Grass clippings should be left on the ground or deposited in small, inconspicuous amount into wooded sections. Large single piles should not be dumped on the WMA;
- Clearing of fallen branches, dead trees that may be overhanging the Feast Grounds;
- Clearing of saplings that may be encroaching the Feast Grounds;
- Maintaining and/or replacing existing signage and accompanied white railing (painted);

- Maintaining existing two person seat (plank and stump, not painted);
 - Planting apple trees where trees were previously located but are now dead;
 - Re-erecting fallen stone posts that may have fallen.
3. The Museum will contact NHFG State Lands Habitat Biologist through the Wildlife Division at 603-271-0453, at least two times annually:
- First - Prior to annual maintenance operations to obtain verbal approval from NHFG for the specific maintenance tasks that are planned for that year; and
 - Second - After all maintenance is completed for that year.
4. The Museum shall, at its sole expense, obtain and maintain in force, or shall require any contractor, subcontractor or assignee performing project work to obtain and maintain in force both for the benefit of the State the following insurance:
- Statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the project; and
 - Comprehensive general liability insurance for all claims of bodily injuries, death or property damage, in the amount not less than one million (\$1,000,000) dollars for bodily injury or death in any one incident, and two-hundred fifty thousand (\$250,000) for property damage in any one incident.
5. If damage occurs to the access road to the Feast Grounds as a result of maintenance activities then the Museum shall be responsible for the cost of any gravel, grading (back dragging) and water bars that may be necessary to restore the road to its original condition as determined by NHFG.
6. NHFG assumes no responsibility for maintaining the Feast Grounds if the Museum no longer wants or is unable to maintain the Feast Grounds.
7. NHFG will notify the Museum of any management activities that will occur on the Lower Shaker WMA at least 30 day prior to those scheduled activities.
8. The Museum shall not assign or otherwise transfer any interest in this agreement without the prior written consent of NHFG.
9. The WMA shall remain open to use by the public at all times without charge and shall remain free from dangerous conditions or obstructions created by the Museum's activities under this agreement.

The Museum shall not prohibit or regulate recreational activities on any portion of the WMA including, but not limited to hiking, hunting, trapping and fishing.

10. No signs or benches shall be erected without written permission of the NHFG Executive Director in the form of a special use permit.

11. The Museum will defend, indemnify and hold harmless NHFG, its officers and employees from and against any and all losses suffered by the Museum its officers and employees, and any and all claims, liabilities or penalties asserted against NHFG, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Museum or its agents employees, or contractors in performance of this project. Notwithstanding the

12. 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 shall survive the termination of this agreement.

13. This agreement, which may be executed in duplicate (2) originals, 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 have herein set their hand as of the date first above written.

**CHOSEN VALE, INC.,
d/b/a ENFIELD SHAKER MUSEUM**

By: _____
Dolores C. Struckhoff, Executive Director

State of New Hampshire
County of _____

Personally appeared before me on this _____ day of _____, 2016, Dolores C. Struckhoff, who acknowledges herself to be the Executive Director for Chosen Vale, Inc., dba Enfield Shaker Museum, and as such is duly authorized to executed the foregoing instrument for the purposes therein contained.

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

**STATE OF NEW HAMPSHIRE
FISH AND GAME DEPARTMENT**

By: _____
Glenn Normandeau, Executive Director

State of New Hampshire
County of Merrimack

Personally appeared before me on this _____ day of _____, 2015, 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: _____

NH Governor and Executive Council: _____

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 CHOSEN VALE, INC. is a New Hampshire nonprofit corporation formed January 22, 1987. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of August A.D. 2016

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



NH Fish and Game Department Wildlife Management Areas

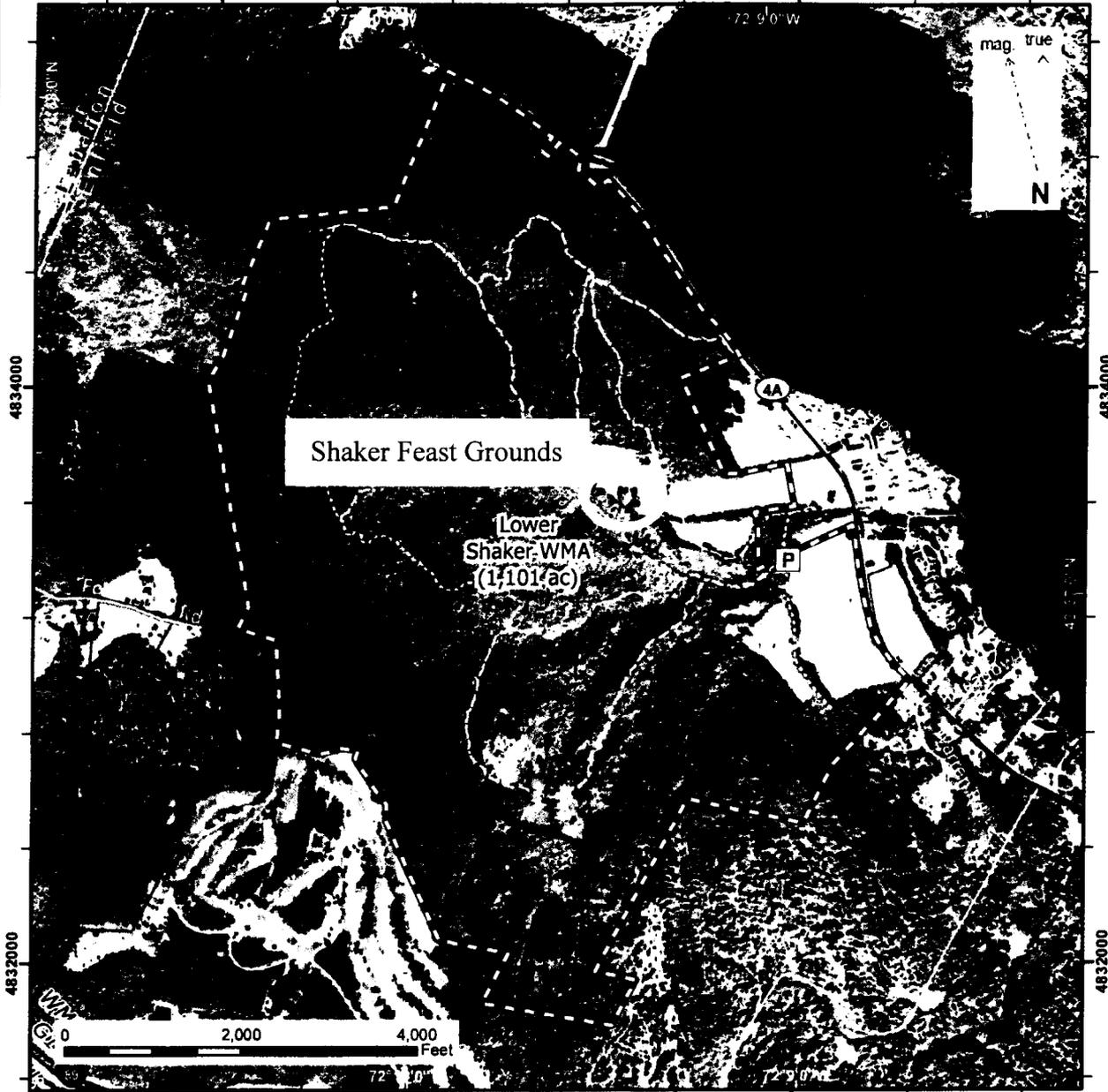
Lower Shaker WMA (town: Enfield, wmu: G1)



UTM 18 Nad83

728000

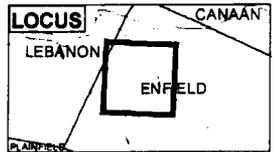
730000



Access and/or activities may be Restricted.
CAUTION: Trails and roads on WMAs are maintained for management access - not for recreational use. However, you are welcome to use them at your own discretion.
 Not all conservation land is open to hunting and NHFGD highly recommends that each hunter personally contact landowners whenever possible and seek permission to hunt.

Most data presented on this map represent stock data sets from NH GRANIT at UNH. The cooperating agencies make no claim as to the validity or reliability or to any implied uses of these data.

NH Fish and Game Department, Wildlife Division
 11 Hazen Dr, Concord NH 03301-6500
 603-271-2461 Email: wildlife@wildlife.nh.gov



- NH Wildlife Management Area
- Parcel for which NH Fish and Game or NH Dept of Resources & Economic Dev. is fee owner or holds an easement.
- Other Conservation or Public Land
- Stream or Shoreline
- Wetland
- Town boundary
- Route
- Road or Street
- Trail

Photo: 2014 NAIP 1m orthophoto (flown in summer), USDA