



## New Hampshire Fish and Game Department

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Glenn Normandeau  
Executive Director

February 21, 2019

His Excellency, Governor Christopher T. Sununu  
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 the Smith Great Bay Dairy Farm, LLC for the management of 78 acres of agricultural land on Great Bay Farms Wildlife Management Area in the towns of Greenland and Newington effective upon Governor and Council approval through December 31, 2028. No funding is involved.

### Explanation

The New Hampshire Fish and Game Department owns a 130-acre parcel in Greenland and Newington containing 78 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 Smith Great Bay Farms, LLC to annually harvest hay and grain crops as authorized by the Department from the date of this agreement through December 31, 2028. In return Smith Great Bay Farms, LLC will maintain other old fields as wildlife openings via brush hogging each year and leaving some rows of grain crop for use by wildlife.

Respectfully submitted,

Glenn Normandeau  
Executive Director

Kathy Ann LaBonte  
Chief, Business Division

# Great Bay Farms Wildlife Management Area

## FARM AGREEMENT

This agreement made this \_\_\_\_ day of \_\_\_\_, 2019 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 the Smith Great Bay Dairy Farm, LLC of 160 Newington Road, Greenland, NH 03840 (hereinafter referred to as the "FARMER").

**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 Great Bay Farms WMA, in the towns of Greenland and Newington containing 65 acres of field land; and;

**WHEREAS**, the wildlife management objectives for the property include maintaining a grain and grass crop as forage for white-tailed deer, turkey, and other wildlife; and

**WHEREAS**, Allen Smith 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

The DEPARTMENT hereby allows the FARMER to enter the premises for the purpose of utilizing approximately 65 acres of field land (Figure 1) for planting and harvesting of small grains or corn, or for raising and removing hay, each year from the date of this agreement through December 31, 2028. Pasturing livestock and stockpiling of manure, compost, or other similar material is expressly prohibited.

### 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.
- b. In areas planted to grass, the FARMER agrees to complete the first cut, and all associated management including raking, baling and spreading of manure, by May 31st. The next cutting is allowed after 65 days. However, if weather conditions do not allow that the entire cutting, chopping/baling, and fertilizer applications process be complete by May 31st, the first harvest may occur on July 15th.
- c. The FARMER agrees to maintain 7.5 acres of a field habitat area (figure 1) via mowing every year. Mowing of the habitat area shall be completed between August 1 and October 1.
- d. 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 FARMERS 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.
- b. The FARMER agrees to adhere to any policies applicable to agricultural use of Department lands adopted by the DEPARTMENT during the term of this Agreement, including the Integrated Pest Management (IPM) policy outlined in Appendix A. The DEPARTMENT shall provide notice to FARMER of any newly adopted policies during the term of this Agreement.
- c. 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.
- 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. 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, 2028. 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 his or her 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 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 Farmer 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 the FARMER or his/her employees. 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 of 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.

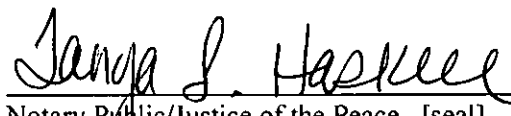
(Executed in duplicate)

The State of New Hampshire, acting through its Fish and Game Department on this day 28 of Feb, 2019.

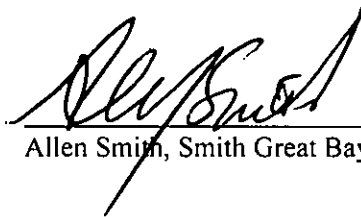
  
Glenn Normandeau, Executive Director

STATE OF NEW HAMPSHIRE  
COUNTY OF Merrimack

Personally appeared before me on this 28 day of February, 2019 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 November 4, 2020



Allen Smith, Smith Great Bay Dairy Farm LLC

STATE OF NEW HAMPSHIRE

COUNTY OF Rockingham

I, hereby certify that [name(s)] personally appeared before me on this 5<sup>th</sup> day of February  
2019 and acknowledged the foregoing Agricultural Agreement.

  
Amy Katherine Bauer

Notary Public/Justice of the Peace [seal]

My Commission Expires: 10/17/23



APPROVALS:

Approved by the Department of Justice as to form, substance, and execution on this 5<sup>th</sup> day of March, 2019;



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.



**Great Bay Farms WMA  
Newington and Greenland, NH  
Ag Agreement Fields**

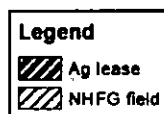


Figure 1. Map of fields to be farmed under this agreement at the Great Bay Farms WMA.

## APPENDIX A. INTEGRATED PEST MANAGEMENT POLICY FOR WILDLIFE MANAGEMENT AREAS

The FARMER will adhere to the following Integrated Pest Management (IPM) strategy:

1. FARMERS must utilize insecticide-untreated seed for all crops unless the FARMER has produced documentation of potential pest infestations warranting the use of insecticide-treated seed AND the DEPARTMENT has pre-approved the use of insecticide-treated seed. Seeds treated with pesticides expressly prohibited in #2 will not be approved.
  - i. IF insecticide-treated seed is approved for use by the DEPARTMENT, The FARMER agrees to adhere to the following:
    1. The FARMER will follow best management practices for treated seed according to the *The Guide to Seed Treatment Stewardship*, as produced by the American Seed Trade Association and CropLife America. This guide can be found online at <http://seed-treatment-guide.com/>.
    2. The FARMER agrees to adhere to water resource setbacks as described in the New Hampshire Department of Agriculture Pesticide Control rules chapters Pes 502.04(a), Pes 502.05, Pes 1001.01(a) and Pes 1001.01(b) when planting treated seed.
2. The insecticides imidacloprid, thiamethoxam, clothianidin, and fipronil and the herbicide atrazine are expressly prohibited in all forms for all agricultural uses on DEPARTMENT lands.
3. Other pesticide applications may be employed by the FARMER as needed, and without prior approval of the DEPARTMENT, based on the following:
  - i. The FARMER has monitored, scouted, and assessed pest infestations without the use of pesticides.
  - ii. The FARMER can produce documentation to the DEPARTMENT demonstrating pest infestations had reached action thresholds, warranting pesticide applications as outlined below.
  - iii. All pesticide applications must comply with all applicable state and federal laws.
  - iv. All pesticide applications must adhere to the lowest effective treatment rate.
  - v. The FARMER and the DEPARTMENT agree to consult with the University of New Hampshire Cooperative Extension for alternative and IPM strategies for controlling pests.
4. The FARMER agrees to plant a winter cover crop of winter rye, winter wheat, triticale, or combination of said species, after harvest.
5. The FARMER agrees to plant a ground cover crop of buckwheat, radishes, ground clover, small grains, or summer annual grasses if, for any reason, a grain crop is not planted in any given year, if the crop fails, or to improve soil health.
6. The FARMER may amend field soils with fertilizer, lime, manure, DES-certified ash, or other improvements per recommendations based on soil testing.
7. The FARMER agrees to submit a written annual report as documentation of crops planted, pest scouting, pesticide use, and other agricultural practices employed. The report must provide methods and materials, results, actions, and any consultations/recommendations provided by others.
8. The DEPARTMENT encourages crop rotation to improve soil health and reduce pests.

## Actionable thresholds for control of pests on NH Fish and Game owned farm fields.

Excerpted from the IPM Field Corn Pocket Guide for the NE Region as provided by  
UNH Cooperative Extension.

- New York State Integrated Pest Management Program. 1999. IPM field corn pocket guide: Northeast region. Auburn, NY: IPM.

Pest	Action Threshold	Management Alternatives	Comments and Sampling Strategies
<b>Japanese Beetle</b>	Apply treatment if 50% of plants have silks that are still green and are clipped to less than 0.5 inches while pollination is still in progress. See information on Corn Rootworm current season sampling in this chart.		Control is generally not needed or economically practical in field corn, so routine sampling is not recommended. Note presence and activity of adult beetles during time of corn rootworm sampling at silk stage. Examine 20 plants in each of five locations in the field, determine stage of pollination, number of beetles per plant and percentage of plants with silks clipped to less than 0.5 inches or less.
<b>Maize Billbug</b>	Difficult to assess and treat. Plants with foliar damage usually recover. Consider treatment only when many plants are being killed or severely damaged.		Note signs of damage during early season stand evaluations. Sample 20 consecutive plants in 5 areas of the field. Record number of damaged plants, noting if billbugs are present. Billbug damage can often be found in areas associated with yellow nutsedge. See also Cutworm.
<b>Sap Beetle</b>			No need to sample.
<b>Seed Corn Maggot</b>	No rescue treatment is available. Severe infestations may require replanting affected areas. A preventative seed treatment is generally recommended.		Note skips in row or unhealthy seedlings during early season stand evaluations. Dig up skips in rows or examine seeds for presence of maggots. Check 5 areas of the field. See also seedling diseases, whit grubs, and wireworms.
<b>Slugs</b>	PA/NJ and states south—populations of five or more slugs around each corn seedling at spike to 3-leaf stage may require treatment, especially if injury is already heavy, plant growth is slow, and cool wet conditions continue. If weather turns hot and dry, 10 or more slugs per plant may be tolerated especially if seedlings reach the 3-leaf stage.	Certain cultural practices can reduce slug populations. These include reducing the use of manure, shifting to conventional tillage practices for at least one season, using minimum tillage to reduce the amount of surface trash, applying liquid nitrogen when slugs are present. Chemical controls may be available in some states. Contact your local Cooperative Extension office for further information.	Monitor for slugs while conducting early season stand evaluations. Examine 20 consecutive plants in each of 5 locations in the field. Corn can generally recover from slug injury as long as seedling growing point is not damaged.
<b>Stalk Borer</b>	Rescue treatments are difficult; you must detect larvae early, while they are moving or feeding on leaves.	Improved control of grasses, ragweed, dock and other large-stemmed weeds where this insect overwinters in the egg stage.	"If you see it, sample it." Larvae move from grasses to corn. Inspect field borders or weedy fields for damaged plants and migrating larvae. See also hopvine borer and potato stem borer.
<b>White Grubs</b>	There may be a potential pest problem if your find two or more grubs per cubic foot of soil prior to planting time.		High-risk fields (long-term pasture fields returning to corn) may have high grub populations. Look for signs of grubs during tillage. In a growing corn crop, if you not missing, wilted, or stunted seedlings, check for larvae in the soil around damaged plants.

Pest	Action Threshold	Management Alternatives	Comments and Sampling Strategies
<b>Wireworms</b>	Average of one or more wireworms per bait station.	Three-way seed treatment containing wireworm control material provides some protection against low- to moderate wireworm levels, especially in first-year corn after sod. If losses are severe, affected parts of the field and replanting with treated seed may be the only option. No rescue treatment is available.	Two or three weeks before planting, set up five bait stations in different parts of the field. Bait stations with a 50:50 mix of untreated corn and wheat seed buried six inches deep. Cover the trap with black plastic to heat the soil and enhance seed germination. (This sampling technique is not effective with early corn plantings, since the soils are usually too cold for wireworm activity.) During the growing season, if you notice missing, wilted, or stunted seedlings, check for larvae in the soil around damaged plants.
<b>Fall Armyworm</b>	Treatment may be necessary if 75% or more of plants show damage and 3 or more larvae per plant are found. Tall corn will seldom need to be treated unless the leaves above the ear are also damaged.		Examine 20 consecutive plants in each of 5 locations in the field. Record the average size of larvae.
<b>True Armyworm</b>	Average larval length is $\frac{1}{2}$ to $\frac{3}{4}$ ". Armyworms longer than $1\frac{1}{4}$ " usually have completed their feeding. PA/NJ and states south—treat if 35% or more of the plants are infested with larvae less than 1" long and more than 50% defoliation is observed on damaged plants. NY and states north—treat only if most plants show damage, there are 3 or more larvae per plant, and larvae are less than 1 inch long.	Only the infested portion of the field and a 20- to 40-ft border around it need to be treated. Since larvae are active at night, apply treatments late in the day.	Examine 20 consecutive plants in each of 5 locations in the field. Record the average size of larvae. Armyworms longer than $1\frac{1}{4}$ " usually have completed their feeding.
<b>Black Cutworm</b>	PA/NJ and states south—apply rescue treatment before the 3-5 leaf stage if 10% or more of the young plants show fresh leaf feeding and cutworms are present. At the 305 leaf stage, treat if 5% of the plants are cut and there are four or more cutworms per 100 plants. NY and states north—treat if 5% or more plants have been cut and larvae are still small ( $\frac{1}{2}$ inch or less)	Treat only the infested area and 20-40 ft surrounding border. Larvae longer than $\frac{3}{4}$ to 1" are difficult to control with insecticides. Portions of field may have to be disked and replanted if damage is no longer controllable.	Examine 20 consecutive plants in each of 5 locations in the field. Record the average size of the larvae.
<b>Corn Earworm</b>	Control is generally not needed or economically practical in field corn, so routine sampling is not recommended.		
<b>Corn Flea Beetle</b>	Control is generally not needed or economically practical in field corn, so routine sampling is not recommended.		
<b>Corn Leaf Aphid</b>	NY and states north—control is generally not needed or economically practical in field corn, so routine sampling is not recommended. PA/NJ and states south—treat only when 25% of the plants are heavily infested and natural enemy activity is low. To be most effective, treat before 50% of the tassels emerge.		Although corn leaf aphid populations are often observed, economically damaging populations are not common. NY and states east and north—routine sampling is not recommended.

Pest	Action Threshold	Management Alternatives	Comments and Sampling Strategies
<b>Corn Rootworm</b>	<p>For pollination interference in the current season, the action threshold occurs when silk is clipped to &lt;0.5 in. in most plants, beetles of either species are present, and pollination has not yet occurred. Action thresholds for the next season for CRW vary by state. For further information contact your local Cooperative Extension office.</p> <p>DE/MD—For 1-3 year corn fields, an action threshold is reached when there are 0.25 CRW/plant or 10 CRW adults per yellow panel trap per week. In continuous fields of 4 or more years corn, a soil insecticide is recommended if visual counts exceed 2.0 CRW beetles/plant, or 35 CRW adults per yellow panel trap/week.</p> <p>In PA—Threshold for WCR is 1.0 per plant in 1<sup>st</sup> year corn, 1.5 per plant in second year or greater corn. Threshold for NCR is 2.0 beetles per plant in 1<sup>st</sup> year corn, 3.0 per plant in second year or greater corn.</p> <p>In NY—Action threshold is average of 1.0 WCR or 2.0 NCR beetles per plant. To determine risk of CRW induced root injury next season, use the sequential sampling table included in the Corn Rootworm description in this guide.</p>	<p>For adult (silk clipping) damage, apply an insecticide labelled for this pest. For larval (root feeding) damage, rotate to another crop in the subsequent spring, or apply a labelled soil insecticide at planting.</p>	<p>Make weekly visual counts of beetles during time of silking and pollination. Count number of beetles on 10 plants in each of at least five locations throughout the field.</p> <p>Crop rotation is the best management tool for corn rootworm. For fields that will be replanted to corn the following season, monitoring for corn rootworm beetles will help to identify the relative risk of potential CRW damage the following year.</p> <p>A sequential sampling method is available for use in NY and PA to reduce sampling time.</p> <p>In DE and MD, a second method using Olsen 4 x 6 inch yellow sticky panel traps is also recommended as a monitoring alternative. Deploy traps at a density of 1 every 5 acres. Place traps in the ear zone with a wooden dowel and secure with a clothespin. CRW action thresholds for fields to be replanted to corn the following year vary by state. For further information, contact your local Cooperative Extension office.</p>
<b>European Corn Borer</b>	<p>If 75% of plants are damaged, consider harvesting early as silage. Many corn hybrids tolerate moderate levels of leaf and stalk injury without economic yield loss. Contact your local Cooperative Extension office for further information.</p>	<p>If ECB losses are annually significant, consider fall plowing or mowing of stalks to reduce corn borer overwintering survival, selecting corn hybrids with good standability, or using hybrids that express the <i>Bacillus thuringiensis</i> (Bt) endotoxin.</p>	<p>Insecticide control of ECB is rarely practical in the Northeast, so routine sampling is not recommended. Note percentage of damaged plants during corn rootworm sampling at silking stage, especially those with stalks tunneled by ECB larvae.</p>
<b>Grasshopper</b>	<p>If field has an otherwise acceptable crop (not overrun by weeds), and 8 or more adults or 15 or more nymphs (immatures) per square yard are found in the field borders, spot treatment may be necessary.</p>		<p>Often associated with poor grass/weed control. Scout field borders and damaged crops, and estimate level of damage and grasshoppers per square yard.</p>
<b>Hopvine Borer/Potato Stem Borer</b>	<p>No rescue treatment is available. Severe infestations may require replanting affected areas.</p>		<p>Monitor edges of field, especially those with grassy borders. Quack grass and foxtail species are the main egg-laying sites, but barnyard grass, large crabgrass and fall panicum are also potential sites. Insecticide control is generally impractical. These insects overwinter in the egg stage. Destroying host weeds will reduce risk of this pest the following season.</p>

# State of New Hampshire

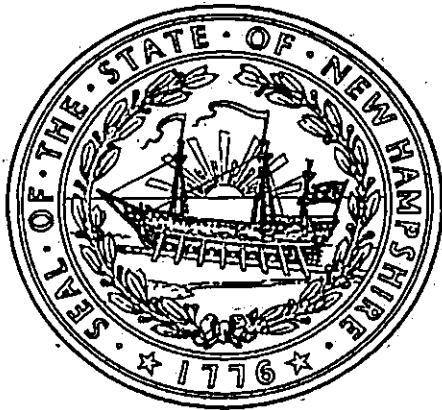
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SMITH GREAT BAY DAIRY FARM, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 15, 2005. 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.

Business ID: 541004

Certificate Number : 0004216026



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of November A.D. 2018.

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

William M. Gardner  
Secretary of State



Smith Great Bay Dairy Farm, LLC  
160 Newington Road  
Greenland NH 03840  
603-969-9948  
greatbayfarm@gmail.com

### LLC Certification of Authority

I, Allen N. Smith (name) hereby certify that I am a (choose one: Member /  
Manager) of Smith Great Bay Dairy Farm, LLC (name of LLC), a limited  
liability company under RSA 304-C.

I certify that I am 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: Allen N. Smith

Date: 11/23/2018

State of New Hampshire, County of Rockingham

On this the 30<sup>th</sup> day of November - 2018, before me  
Allen N. Smith, the undersigned officer, personally appeared  
Allen N. Smith, 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.

AKB  
Amy Bauer

Amy Katherine Bauer

AMY KATHERINE BAUER  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
October 17, 2023





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/18

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 have ADDITIONAL INSURED provisions or 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> The Robertson Agency PO Box 477 Deerfield, NH 03037	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 603-463-3050 <b>FAX (A/C, No):</b> 603-463-3051 <b>E-MAIL ADDRESS:</b> andy@RobertsonAgency.com														
<b>INSURED</b> SMITH GREAT BAY DAIRY FARM LLC 160 NEWINGTON ROAD GREENLAND, NH 03840	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Co-operative Insurance</td><td></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></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Co-operative Insurance		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**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
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Farm Liability to <input type="checkbox"/> include products GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			FP 0307719 01	06/28/18	06/28/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						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) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

As evidence of premise liability insurance

**CERTIFICATE HOLDER****CANCELLATION**NH Fish and Game  
11 Hazen Drive  
Concord, NH 03101

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

R. Andrew Robertson