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STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION OF FORESTS AND LANDS  
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2214  
FAX: 603-271-6488  
www.nhdfl.org

November 27, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
State House  
Concord, New Hampshire

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development to enter into a contract with Fieldstone Land Consultants, PLLC, Milford, NH (VC# 255653) in the amount of \$3,600 for boundary line maintenance work at Nash Stream Forest upon Governor and Executive Council approval through November 30, 2014. 100% Agency Income (Management and Protection Fund)

Funding is available in account titled, Management and Protection Fund, as follows with the authority to adjust encumbrances in each of the State Fiscal Years through the Budget Office if needed and justified.

03-35-35-351010-35050000-020-500249	Current Expenses	<b><u>FY2014</u></b>	<b><u>FY2015</u></b>
		\$1,800	\$1,800

**EXPLANATION**

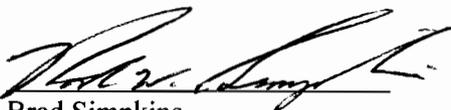
Nash Stream Forest contains approximately 39,619 acres. Some sections of the property boundary lines have not been maintained for an extended period of time and the physical evidence of the property line locations (corner posts, blazed lines, etc.) have deteriorated and are in danger of being lost. Well maintained boundaries are an integral part of good land stewardship and are critical in prevention of trespass onto and unauthorized use of State land. The Division of Forest and Lands maintains over 800 miles of boundary lines on Department lands in a ten-year rotation. This amounts to approximately 80 miles of boundary line that need to be maintained per year. Due to time and personnel constraints it is beneficial to contract some of this work to the private sector.

Requests for proposals for the maintenance of approximately 11.5 miles of boundary line at Nash Stream Forest were sent to 50 firms from areas of New Hampshire, Massachusetts and Vermont offering forestry and/or surveying services as well as being posted on the Department of Administrative services current bidding opportunities website. A summary of the responses is attached for your information.

The Attorney General's office has reviewed and approved this contract as to form, substance and execution.

Respectfully submitted,

Approved by,

  
Brad Simpkins  
Interim Director



  
Jeffrey J. Rose  
Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
DIVISION OF FORESTS AND LANDS

**Nash Stream Forest Stratford and Stark NH**  
**BOUNDARY LINE RFB BIDDER SUMMARY**  
October 31, 2013

:

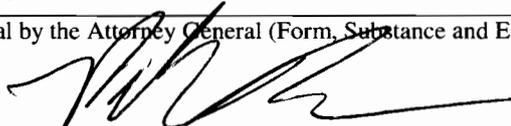
<b>BIDDER</b>	<b>SUBMITTED BID PRICE</b>
Haven Forestry Services 137 Cates Hill Rd Berlin, NH 03570	\$9,500.00
Boulangier Consulting 83 Owen Drive Littleton, NH 03561	\$4,275.00
Everts Forest Management 278 Cloudy Pasture Lane West Barnet Vermont 05821	\$4,243.50
Caron Environmental Consulting P.O. Box 417 Westminster, MA 01473	\$5,900.00
<b>Fieldstone Land Consultants, PLLC</b> 778 Elm Street Suite C <b>Milford, NH 03055</b>	<b>\$3,600.00</b>
York Land Services LLC Riverside Courtyards Berlin, NH 03570	\$21,275.00
New England Forestry Consultants 569 North Bennington Road Bennington, NH 03442	\$10,062.50

Subject: Nash Strem Forest Boundary Line Refurbishment Contract 2013 FORM NUMBER P-37 ( version 1/09)

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>Department of Resources and Economic Development</u>		1.2 State Agency Address <u>PO Box 1856 Concord, NH</u>	
1.3 Contractor Name <u>FIELDSTONE LAND CONSULTANTS, PLLC</u>		1.4 Contractor Address <u>778 Elm Street Milford, NH 03055</u>	
1.5 Contractor Phone Number <u>603-672-5456</u>	1.6 Account Number <u>35050000-020-5000249</u>	1.7 Completion Date <u>11/30/2014</u>	1.8 Price Limitation <u>\$3,600</u>
1.9 Contracting Officer for State Agency <u>Brad Simpkins, Intrim Director of Division of Forests &amp; Lands</u>		1.10 State Agency Telephone Number <u>603-271-2214</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>MICHAEL D. PLOOF / PRINCIPAL</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>HILLSBOROUGH</u> On <u>11/14/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  {Seal}			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Julie Ploof, Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Jeffrey J. Rose, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>12/13/13</u>			
1.18 Approval by the Governor and Executive Council By: On:			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor 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 Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 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.

9.2 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.

9.3 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.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**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. 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. WAIVER OF BREACH.** 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.

**17. 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.

**18. 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.

**19. 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. 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

**EXHIBIT A**  
NASH STREAM FOREST  
STRATFORD, NORTHUMBERLAND, AND STARK NH

BOUNDARY LINE MAINTENANCE PROJECT  
SCOPE OF SERVICES  
October 2, 2013

The State of New Hampshire Department of Resources and Economic Development (the "State") is the owner of a certain tract of land located in northern New Hampshire known as Nash Stream Forest. The State is seeking professional services for boundary line maintenance work from firms employing a licensed forester and/or a licensed land surveyor.

Approximately 11.5 miles of boundary line and 31 corners are in need of maintenance at Nash Stream Forest in the town of Stark, New Hampshire (see attached map sheet #5).

The lines involved have been previously marked in 2002 and 2003 and are evident. In the event that a line is not obvious as indicated, the State survey office will be responsible for delineating it.

All necessary materials, i.e. paint, brushes, signs and iron rods will be supplied by the State.

Any unused materials will be returned to the state upon completion of the project. The contractor is not responsible for purchasing any materials.

Sealed bids shall be made on a lump sum basis for maintenance based upon approximately 11.5 miles of boundary as shown on sheet #5 attached hereto, including the refurbishment of approximately 31 corners as described on sheet #3 and #4.

**Basis for award of Contract will be on the lowest bid. The work is to be performed between Governor and Council authorization and Nov 30, 2014.**

The successful bidder will be required to obtain and maintain in force comprehensive general liability insurance. A Certificate of Insurance in amounts of not less than \$250,000 per claim and \$2,000,000 per incident will be required. If operating under a business name (any name other than his or her own name), you will also need to provide a New Hampshire Certificate of Existence and Good Standing upon notification of successful bidder. The State reserves the right to reject any or all bids.

One half (1/2) of the payment will be made to the contractor after the State has been notified and confirms that the blazing and brushing of all lines is complete. The final one half (1/2) of the payment will be made within thirty (30) days from the date the State receives the final bill. Final payment will be withheld in the event that the State determines through field inspection that all guidelines were not consistently followed. Final payment will be made only when all lines are completed in accordance with the guidelines.

The amount of boundary line maintained within this contract may need to be increased or decreased based on budgetary constraints. Any necessary adjustments will be based on a cost per mile basis using the successful bid price divided by the number of miles (11.5) specific to this RFB.

To be responsive, bids must outline a plan of work and **qualifications/resume of key personnel**. **Deadline for receipts and proposals is October 31, 2013, at 2:00 pm** at the Division of Forests and Lands, 172 Pembroke Road, P.O. Box 1856, Concord, NH 03302-1856. Please use the provided bid return envelope upon submittal or for online users please contact Robin Trombley at 603-271-2214 to request a bid package. For further information or questions pertaining to this RFB, contact Scott Rolfe @ 603-227-8735 between 8 am and 4 pm.

### Specific Tasks

1. The property line shall be brushed out approximately 7' horizontally (3 1/2 feet each side of the line) and vertically removing brush, limbs, saplings, etc., so that the line is clearly visible. Flagging hung by the survey office indicating the boundary centerline shall not be cut down during brushing and blazing of boundary lines.

**Old open blazes that fall within the following specifications on private property may be reblazed and painted. No new blazing is to be established on private property – smoothing of rough bark for painting of the trees is acceptable in this area. Blazing and painting in developed areas should be done with sensitivity to abutting lot owners.**

2. Blazes must cut into the sapwood removing the bark. Blazes shall be approximately 6" long by 3" wide. The lines shall be blazed and allowed to dry a minimum of 2 months prior to painting, but not painted before May 1<sup>st</sup>. Blue paint as supplied is to be used to paint blazes and shall be applied by brush. The paint shall be applied in a thick consistency (not washy) completely covering the blaze. State boundary signs (3" x 9") shall be placed approximately every 750' along the re-established line.

3. Lines shall be blazed following as straight a line as possible. Fore and aft blazes will be used on line trees, which are intersected. Trees standing within two (2) feet to the left or right of the line will be marked with 3/4 blazes which are two blazes side by side facing the line. Side blazes are used on trees between two (2) and four (4) feet from the line and is a single blaze facing the line (see sheet #4).

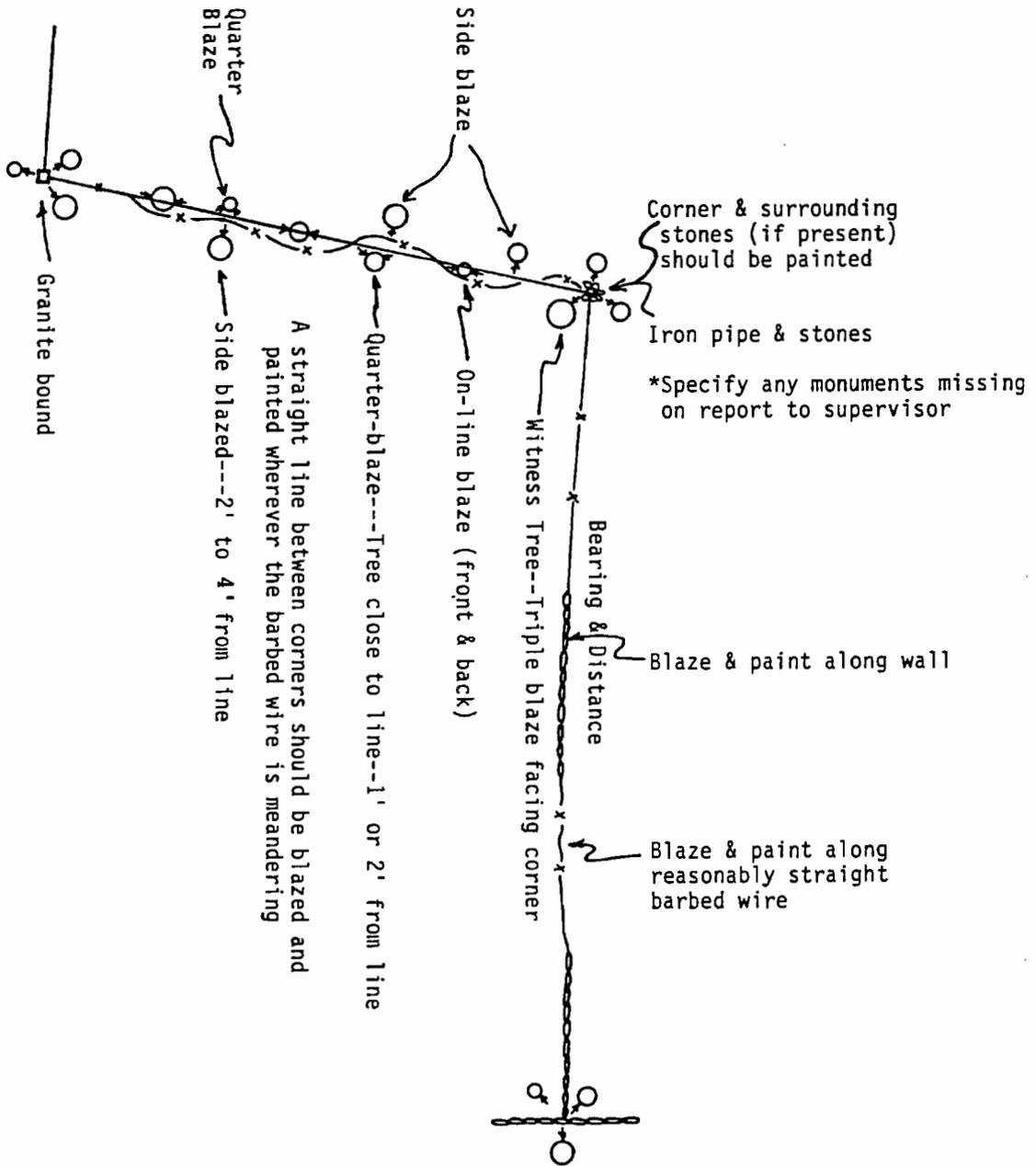
**Old existing blazes that are found outside the allowable four (4) feet limit of a side blaze should not be reblazed.**

Blazed and painted trees should not be further than thirty 30 feet apart. Lines should be clearly visible coming into and out of a corner (see sheet #3).

4. Locate and witness each of the corners using three blazes, one above the other, facing in the direction of the corner. Three witness trees should be used when available. Renew pile of stones and set a 3/4" x 4' rod at each corner. Iron rods shall be placed only at previously established recognizable corners (i.e. scribed wooden post). Monument shall have at a minimum of three 10" diameter stones placed at the base. The monument and the stones shall be completely painted. No corner ties are required for the 31 corner monuments.

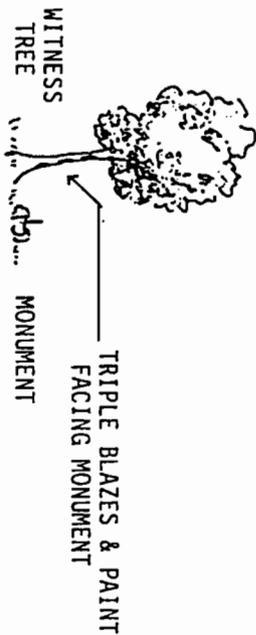
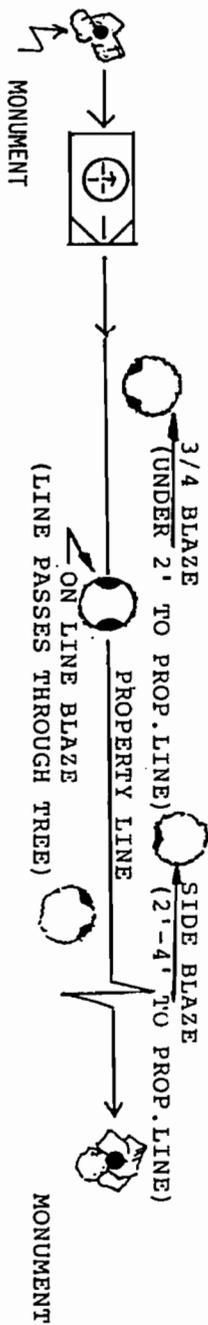
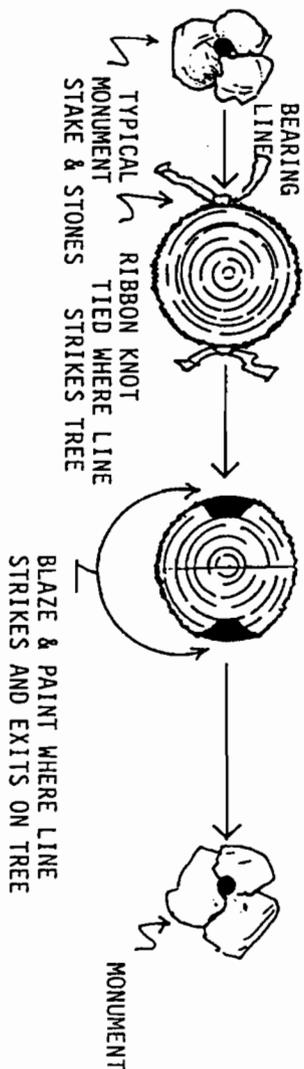
A (3 1/2" x 6 1/2") corner sign shall be placed at each corner on state land and shall face the monument. Care should be taken not to get paint on the signs.

# Boundary Blazing Details I



MDD  
11/14/13

Boundary Blazing Details II



MUP  
11/14/13



**Nash Stream Forest, Stark NH  
Boundary Line Refurbishment**

**Exhibit B**

1. The contractor is allowed from the effective date until November 30, 2014 to enter the property and provide the services as described in the Scope of Services (Exhibit A).
2. Contract price shall not exceed \$ 3,600
3. One half of the payment (\$1,800) will be made subsequent to inspection of the completed blazing
4. The final one half payment will be made within 30 days of completion of the entire project and the receipt of the final report as specified in Exhibit A item #4.
5. This contract is awarded to **Fieldstone Land Consultants, PLLC**  
Federal tax ID Number: *27 2406817*  
Vendor code:  
Mailing address: 778 Elm Street Suite C  
Milford, NH 03055

**Nash Stream Forest Stark NH**  
**BOUNDARY LINE MAINTENANCE PROJECT**  
**SPECIAL PROVISIONS**

**Exhibit C**

There are no additional or special provisions to this contract.

# State of New Hampshire Department of State

## CERTIFICATE

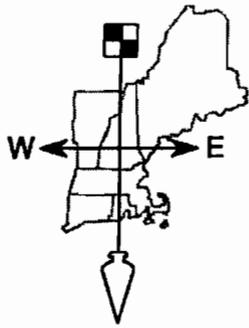
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Fieldstone Land Consultants, P.L.L.C. is a New Hampshire limited liability company formed on April 21, 2010. I further certify that it is in good standing as far as this office is concerned, having filed the 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 6<sup>th</sup> day of November, A.D. 2013

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

William M. Gardner  
Secretary of State



# FIELDSTONE

Surveying ♦ Engineering  
Land Planning ♦ Septic Designs

LAND CONSULTANTS, PLLC

778 Elm Street Suite C, Milford, NH 03055 - Phone: 603-672-5456 - Fax: 603-413-5456  
www.FieldstoneLandConsultants.com

November 21, 2013

DRED Division of Forest and Lands  
ATTN: Scott Rolfe  
P.O. Box 1856  
Concord, NH 03302-1856

RE: Company Owner / Signatory Agent

To whom it may concern,

Please let it be known that Michael D. Ploof is an owner of Fieldstone Land Consultants, PLLC and fully authorized as a signatory agent for the company.

Very truly yours,

**FIELDSTONE LAND CONSULTANTS, PLLC**

Michael D. Ploof, L.L.S.  
Surveyor / Principal

Chad E. Branon, P.E.  
Engineer / Principal

Christopher A. Guida, CSS, CWS  
Wetland Scientist / Principal

