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New Hampshire Fish and Game Department

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Glenn Normandeau
 Executive Director

March 3, 2020

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 Dorothy LaRoche and Ray LaRoche Jr. for the management of 9 acres of agricultural land on the Beaudette II Tract of the Lamprey River Wildlife Management Area in the town of Durham effective upon Governor and Council approval through December 31, 2030. Dorothy and Ray LaRoche agree to compensate NHFGD \$200 annually.

Explanation

The New Hampshire Fish and Game Department owns a 60-acre parcel in Durham containing 9 acres of former agricultural fields. The wildlife management objectives for this parcel include reclaiming the agricultural fields to provide food and cover crops, and breeding ground areas for songbirds, American woodcock, New England cottontail, white-tailed deer, turkey, and other wildlife species. To achieve these goals, the Department proposes to allow Dorothy and Ray LaRoche to plant and harvest winter wheat, timothy, and clover as authorized by the Department from the date of this agreement through December 31, 2030. In return the LaRoche's agree to compensate the Department as outlined in the agreement and delay harvest of their crops to allow for a successful wildlife breeding season.

Respectfully submitted,

Glenn Normandeau
 Executive Director

Kathy Ann LaBonte
 Chief, Business Division

Beaudette II Tract of the Lamprey River Wildlife Management Area

FARM AGREEMENT

This agreement made this ___ day of _____, 2020 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 Dorothy LaRoche of 37 Bennett Rd and Raymond LaRoche, Jr. of 41 Bennett Rd, Durham, NH (hereinafter referred to as the "FARMERS").

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 Beaudette II Tract of the Lamprey River Wildlife Management Area, in the town of Durham; and

WHEREAS, the wildlife management objectives for the property include maintaining a grass crop as forage for cottontails, white-tailed deer, turkey, and other wildlife, and to maintain breeding grounds for American woodcock; and

WHEREAS, Dorothy LaRoche and Raymond LaRoche, Jr. have 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 FARMERS to enter the premises for the purpose of utilizing approximately 9 acres of field land (Figure 1) for harvesting a grass and clover crop after July 15 of each year from the date of this agreement through December 31, 2030. Pasturing livestock and stockpiling of manure, compost, or other similar material is expressly prohibited.

2. Compensation

- a. The agreed upon payment is \$200 annually and payment will be made by the FARMER by February 28 of each 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 FARMERS for damage caused by wildlife to crops grown under this agreement.

3. Special Conditions

- a. The FARMERS 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 FARMERS agree to fill out and submit an "Annual Report Form for NHFG Agricultural Lease" each year at the end of the farming season.
- c. The FARMERS agree to adhere to the Integrated Pest Management (IPM) policy outlined in Appendix A.
- d. 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.
- e. 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.
- f. There shall be no pasturing of livestock or stockpiling of manure, compost, or other similar material.
- g. No pesticides shall be utilized in agricultural management, except one application of a glyphosate-based herbicide by a licensed commercial applicator in late June or early July to control weeds. The application must comply with all applicable state and federal laws.
- h. The FARMERS 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.
- i. The FARMERS 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, 2030. 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 FARMERS 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 FARMERS 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 FARMERS 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 FARMERS shall indemnify the DEPARTMENT and hold the DEPARTMENT harmless from and against any and all injuries to persons (including the FARMERS or their employees, agents or representatives), damage to property or expense of every kind and nature (including, without limitation, court costs, expenses and reasonable attorney's fees) arising in any manner, caused by, resulting from, incident to, connected with or growing out of the rights granted hereunder, unless caused solely by the negligent acts or omissions of the DEPARTMENT, or its employees, agents, licensees or delegees.
- b. The FARMERS 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 FARMERS 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 FARMERS agree that the DEPARTMENT or its duly authorized agent, at any time, may examine and inspect any and all property included in this agreement.

9. Non-conformance Termination:

The FARMERS 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 FARMERS shall comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which impose obligations upon the FARMERS, including, but not limited to, civil rights, and equal opportunity laws. In addition, the FARMERS shall comply with all applicable copyright laws.

During the term of this Agreement, the FARMERS 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 FARMERS 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 FARMERS further agree to permit the State or United States, access to any of the FARMERS' 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 FARMERS. The FARMERS shall provide, at its own expense, all personnel necessary to perform the services. The FARMERS warrant 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 FARMERS 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 FARMERS ARE in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the FARMERS 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 FARMERS 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 FARMERS 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 11 of March, 2020.

[Signature]
Glenn Normandeau, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

Personally appeared before me on this 11th day of March, 2020, 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.

Tanya L. Haskell
Notary Public/Justice of the Peace [seal]
My Commission Expires: _____

TANYA L. HASKELL, Notary Public
My Commission Expires November 4, 2020

Dorothy LaRoche
Dorothy LaRoche

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFORD

I, hereby certify that [name(s)] personally appeared before me on this 25 day of FEBRUARY 2020 and acknowledged the foregoing Agricultural Agreement.

Notary Public/Justice of the Peace [seal]
My Commission Expires: 4/17/2024

Barbara Landgraf

Raymond LaRoche Jr
Raymond LaRoche, Jr.

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFORD


I, hereby certify that [name(s)] personally appeared before me on this 25 day of FEBRUARY 2020 and acknowledged the foregoing Agricultural Agreement.

Notary Public/Justice of the Peace [seal]
My Commission Expires: 4/17/2024

Barbara Landgraf

APPROVALS:

Approved by the Department of Justice as to form, substance, and execution on this 17th day of March, 2020;


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.

Ag Fields at Beaudette II Tract, Durham, NH

0 125 250 500 Feet

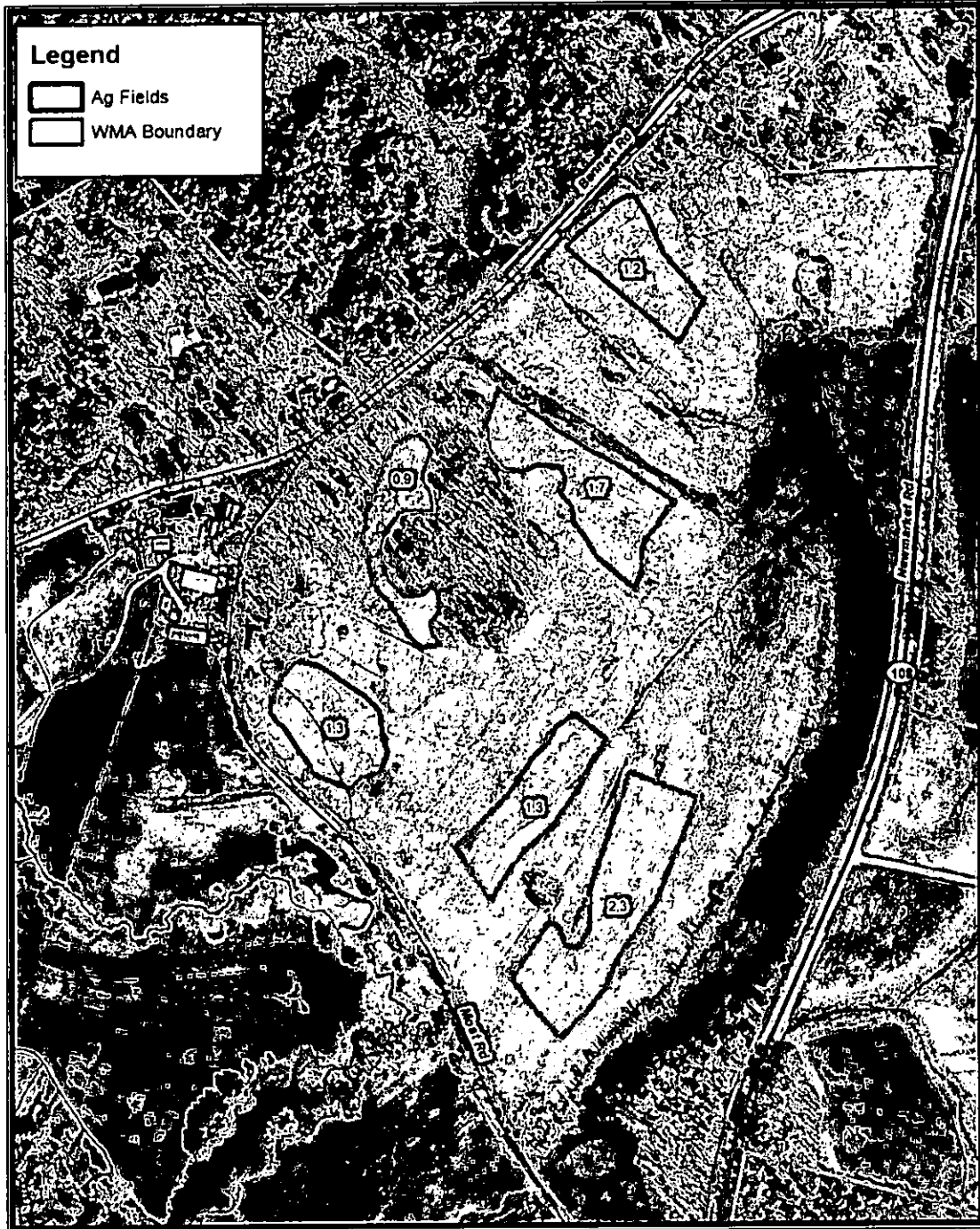


Figure 1. Map of fields to be farmed under this agreement at the Beaudette II Tract of the Lamprey River Wildlife Management Area, Durham, NH.

**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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/21/2020

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).

PRODUCER Foy Insurance Group - Manchester 1889 Elm St Manchester NH 03104	CONTACT NAME: Heidi SanSouci PHONE (A/C No. Ext): (603) 641-8111 E-MAIL ADDRESS: Heidi.SanSouci@FoyInsurance.com	FAX (A/C No.): (603) 641-0222
	INSURER(S) AFFORDING COVERAGE	
INSURED Laroche, Dorothy A RFD, Bennett Road Durham NH 03824	INSURER A: Countryway Insurance Group	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC # 10022

COVERAGES CERTIFICATE NUMBER: Master 19/20 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			FO041231	8/1/2019	8/1/2020	EACH OCCURRENCE \$ 25,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE 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						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> 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)

CERTIFICATE HOLDER NH Fish & Game 11 Hazen Rd. Concord, NH 03301	CANCELLATION 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 Melissa Fini/MMELIS
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