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# New Hampshire Fish and Game Department

**HEADQUARTERS:** 11 Hazen Drive, Concord, NH 03301-6500  
(603) 271-3421  
FAX (603) 271-1438

[www.WildNH.com](http://www.WildNH.com)  
e-mail: [info@wildlife.nh.gov](mailto:info@wildlife.nh.gov)  
TDD Access: Relay NH 1-800-735-2964

November 3, 2022

His Excellency, Governor Christopher T. Sununu  
And the Honorable Council  
State House  
Concord, New Hampshire 03301

## REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a contract with M.H. Beecy Appraisal Services (Vendor Code 153741), Manchester, NH, for \$12,000 to prepare two (2) appraisal reports that conform to the most recent edition of both the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA or Yellow Book) and the Uniform Standards of Professional Appraisal Practice (USPAP) on two (2) properties located in Springfield, NH that NHFG is seeking to purchase in fee. Effective upon Governor and Executive Council approval through April 28, 2023. Funding is 100% Federal.

Funding is available in the Wildlife Habitat Conservation account, as follows:

03 75 75 751520-2155 Wildlife Program – Wildlife Habitat Conservation

	<u>FY23</u>
020-07500-21550000-033-500150 Land Acquisition & Easements	\$12,000.00

## EXPLANATION

The appraisals will determine the fair market value of two (2) parcels of land in Springfield, NH: the Jennifer Shaw Lot (200+/- acres) and Aaron Ledge (635 acres+/-). These parcels have a shared boundary line of over 3,000 ft which, if successfully purchased, would create a 835+/- acre wildlife management area in an area of the State where the Department does not have a large presence. The Department has entered into Purchase and Sales Agreements with Jennifer Shaw and Daniel Thorne (owner of the Aaron Ledge property). Upon acquisition the properties will be managed for wildlife and be forever available for public hunting, fishing, trapping, and other wildlife-related recreational activities.

Request for quotes were solicited through email working from the NH Department of Transportation list of approved appraisers. Three licensed appraisers submitted bids. M.H. Beecy Appraisal Services submitted the lowest bid within the required timeframe. See attached results.

Respectfully submitted,

  
Scott K. Mason  
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](mailto:reg1@wildlife.nh.gov)

### **REGION 2**

PO Box 417  
New Hampton, NH 03256  
(603) 744-5470  
FAX (603) 744-6302  
email: [reg2@wildlife.nh.gov](mailto:reg2@wildlife.nh.gov)

### **REGION 3**

225 Main Street  
Durham, NH 03824-4732  
(603) 868-1095  
FAX (603) 868-3305  
email: [reg3@wildlife.nh.gov](mailto:reg3@wildlife.nh.gov)

### **REGION 4**

15 Ash Brook Court  
Keene, NH 03431  
(603) 352-9669  
FAX (603) 352-8798  
email: [reg4@wildlife.nh.gov](mailto:reg4@wildlife.nh.gov)

**Request for Proposal send via Email  
to the following NHDOT approved appraisers**

<b>Company</b>	<b>Email Address</b>		<b>Aaron Ledge</b>	<b>Shaw</b>
Bergeron Commercial Appraisal	steve@bergeronappraisal.com	no response		
J. Chet Rogers, LLC	Chet@Chetrogers.com; cindy@chetrogers.com	received	\$8,000.00	\$6,000.00
Leidinger Appraisals	jeffrey@leidingerappraisals.com	no response		
Marsha H. Beecy	'Marsha Beecy' <Mhbas@comcast.net>	awarded	\$6,500.00	\$5,500.00
McManus & Nault Appraisal Company, Inc.	PeterNault@comcast.net	received	\$7,400.00	\$7,000.00
MMC Services	JosephFahey33@gmail.com	no response		
Shurtleff Appraisal Associates, Inc.	admin@shurtleffappraisal.com; dmgsr@comcast.net	declined		

Friday, October 7, 2022


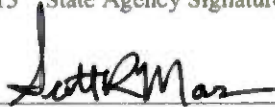

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord NH 03301	
1.3 Contractor Name M.H. Beecy Appraisal Services		1.4 Contractor Address P.O. Box 6366, Manchester NH 03108-6366	
1.5 Contractor Phone Number 603-622-5106	1.6 Account Number 20-07500-21550000-033-500150	1.7 Completion Date April 28, 2023	1.8 Price Limitation \$12,000
1.9 Contracting Officer for State Agency Scott R. Mason, Executive Director		1.10 State Agency Telephone Number 603-271-6640	
1.11 Contractor Signature  Date: 10/26/22		1.12 Name and Title of Contractor Signatory Marsha H. Beecy, President M.H. Beecy Appraisal Services	
1.13 State Agency Signature  Date: 11/14/22		1.14 Name and Title of State Agency Signatory Scott R. Mason, Executive Director NH Fish and Game Department	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/18/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor

shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

**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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against

the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The 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. 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.

**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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**EXHIBIT A**  
**SPECIAL PROVISIONS**

Not applicable.

**EXHIBIT B**  
**SCOPE OF SERVICES**

The Scope of Services is agreed to be as follows between M.H. Beecy Appraisal Services, and the New Hampshire Fish and Game Department (NHFG).

M.H. Beecy Appraisal Services shall:

- 1) Prepare an appraisal report that conforms to the most recent edition of both the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA or Yellow Book) and the Uniform Standards of Professional Appraisal Practice (USPAP) on two (2) abutting parcels with separate owners but are considered as one project and being acquired, in fee at the same time.

A timber cruise is being contracted simultaneously through NHFG and once received the timber valuation will be provided to the appraiser for the fair market value of each parcel. Contact information of the forester will be provided, and visa versa.

The parcels are identified as follows:

- Parcel 1:  
635+/- acres is owned by Daniel K. Thorne and is locally known as Aaron's Ledge. Identified as Tax Map 40, lots 713 and 385. The Property was surveyed in 1994, recorded in 2015 at DR04-0166. Further described in a Quitclaim Deed into Daniel K. Thorne recorded July 7, 2022, at Book 2201, Page 4.
- Parcel 2:  
200+/- acres owned by Jennifer Lyn Shaw, best described as Tax Lot 35, Lot 150-425 and is further described in a Warranty Deed into Jennifer Lyn Shaw recorded June 29, 2015, at Book 1947, Page 304. This property does not been recently surveyed.

- 2) Provide a legal description of the subject property sufficient to locate and inspect the subject property. The legal description must describe the rights and interests that make up the subject property and any encumbrances or exceptions to title. If only part of an ownership will be conveyed, the legal description must also locate and identify: (a) any physical part of the real estate to be retained by the owner and (b) any real property rights or interests to be retained by the owner.
- 3) State all general assumptions and limiting conditions, which must be appropriate, not alter the assignment, and result in a credible analysis. The general assumptions and limiting conditions must

not substitute for inspecting the property or gathering information where feasible and necessary to support the opinion of market value.

- 4) State all extraordinary assumptions and use one only if: (a) it is required to develop credible opinions and conclusions, (b) you have a reasonable basis for it, (c) it will result in a credible analysis, and (d) you comply with the USPAP disclosure requirements for extraordinary assumptions.
- 5) State all hypothetical conditions and use one only if: (a) it is clearly required for legal purposes, reasonable analysis, or comparison; (b) you include in the addenda of the appraisal report a copy of the UASFLA-required legal instructions, which must be from the state Attorney General's Office if the acquisition is funded by a grant to a state or state agency; (c) the hypothetical condition will result in a credible analysis; and (d) you comply with the USPAP disclosure requirements for hypothetical conditions.
- 6) Complete the larger-parcel determination required by UASFLA 1.2.7.3.1. Obtain legal instructions if the ownership interests in all parts of the potential larger parcel are not identical. Include in the addenda of the appraisal report a copy of the UASFLA-required legal instructions, which must be from the state Attorney General's Office if the acquisition is funded by a grant to a state or state agency (see UASFLA 4.3.4.4).
- 7) Show only one highest and best use for each parcel, which may be an integrated use if justified by supporting data. The highest and best use must be an economic use. Noneconomic uses, such as conservation and preservation, are unacceptable. A state agency's intended use of the property is an improper highest and best use unless you conclusively show that private demand exists for that intended use.
- 8) Define in the appraisal report any term for a real property interest that is subject to different interpretations.
- 9) Confirm in the appraisal report that you hold a credential listed below that qualifies you for the scope of work in this assignment. Indicate which credential you hold and the state that issued it:
  - a) Licensed Residential Real Property [or Real Estate] Appraiser.
  - b) Certified Residential Real Property [or Real Estate] Appraiser.
  - c) Certified General Real Property [or Real Estate] Appraiser.
- 10) A credential with a different name than those at (a) through (c) above, but with an equivalent scope of practice and equivalent requirements for education, experience, and examination (see most recent version of The Real Property Appraiser Qualification Criteria at [www.appraisalfoundation.org](http://www.appraisalfoundation.org) for these requirements).



- 11) Include within the appraisal report the following intended users, and authorize them to discuss it with you and each other:
  - a) NH Fish and Game Department;
  - b) The designated review appraiser; and
  - c) The U.S. Fish and Wildlife Service's grant manager and his or her designees.
- 12) Upon completion of the appraisal report submit an electronic report for the three lots by **April 28, 2023**.
- 13) Disregard any perceived pressure from client or landowner to develop a predetermined value or direction in value.

**EXHIBIT C**  
**METHOD OF PAYMENT**

Method of payment shall be as follows:

Upon the completion of the M.H. Beecy Appraisal Services, appraisal reports, the contractor shall submit an invoice not to exceed \$12,000. The following appropriation code shall be referenced on the invoice: 20-07500-21550000-033-500150 Land Acquisitions & Easements.

Invoices will be paid within 30 days of approval.

**Sole Proprietor Certification of Authority**

I, Marsha H. Beecy, hereby certify that I am the Sole Proprietor of M.H. Beecy Appraisal Services of which is a tradename registered with the Secretary of State under RSA 349. I certify that I am the sole owner of my business and of the tradename.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the business.

ATTEST: Marsha H Beecy  
Marsha H. Beecy  
M.H. Beecy Appraisal Services

DATED: 10/26/2022

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that M.H. BEECY APPRAISAL SERVICES is a New Hampshire Trade Name registered to transact business in New Hampshire on March 19, 2001. 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: 371849

Certificate Number: 0005888743



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 October A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Foy Insurance Group - Manchester 1889 Elm St Manchester NH 03104		<b>CONTACT NAME:</b> Laura Perrin <b>PHONE (A/C, No, Ext):</b> (603) 641-8111 <b>FAX (A/C, No):</b> (603) 641-0222 <b>E-MAIL ADDRESS:</b> laura.perrin@foyinsurance.com	
<b>INSURED</b> M H BEECY APPRAISAL SERVICES 73 LEE AVE MANCHESTER NH 03109-4248		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Maine Mutual-MMG Insurance Co. NAIC # 15997 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: Master 2022/2023

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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BP10922332	2/22/2022	2/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			KA10922332	2/22/2022	2/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined single \$ 1,000,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				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)

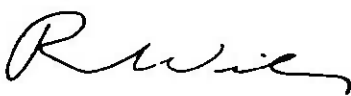
**CERTIFICATE HOLDER****CANCELLATION**

NH Fish and Game Department Betsey McNaughten, Land Agent 11 Hazen Drive Concord, NH 03301	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 Michael Foy/PBARB
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## CERTIFICATE OF INSURANCE

<p>Producer:</p> <p>LIA ADMINISTRATORS &amp; INSURANCE SERVICES  P.O. Box 1319  Santa Barbara, CA 93102-1319</p>	<p>Issue Date: 11/01/2022</p> <p>This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policy below.</p>
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<p>Insured: 150581  BEECY, M.H. APPRAISAL SERVICES  Marsha H. Beecy  PO Box 6366  Manchester, NH 03108-6366</p>	<p style="text-align: center;"><b><u>COMPANY AFFORDING COVERAGE</u></b></p> <p style="text-align: center;">Aspen American Insurance Company</p> <div style="text-align: center;">   <hr style="width: 80%; margin: 0 auto;"/> <p>Authorized Representative</p> </div>
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This is to certify that the policy of insurance listed below has been issued to the Insured named above for the policy period indicated. Notwithstanding any requirement, term of condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Limits shown may have been reduced by paid claims.

**IMPORTANT NOTICE: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies referenced herein.**

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
Professional Liability	AAI000929-08	05/24/2022	05/24/2023	Each Claim General Aggregate	\$ 1,000,000 \$ 2,000,000

Description of Operations/Locations/Special Items:  
**Professional Services as defined in the policy**

<p>Certificate Holder:  State of New Hampshire  Betsey McNaughten,  Land Agent NH Fish and Game Department  11 Hazen Drive  Concord, NH 03301</p>	<p><b>Cancellation:</b>  <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p>
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