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# New Hampshire Fish and Game Department

**HEADQUARTERS:** 11 Hazen Drive, Concord, NH 03301-6500  
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**www.WildNH.com**  
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December 15, 2017

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

## REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a grant agreement with the Piscataquog Land Conservancy (Vendor Code 167094B001) for \$30,000 to provide partial funding for acquisition and conservation of an approximately 40 acre parcel in the Town of Lyndeborough, New Hampshire, effective upon Governor and Council approval through June 30, 2018. Funding is 100% Fisheries Habitat Funds.

Funding for this grant is available as follows:

<u>03 75 75 752020 Inland Fisheries Management – Fisheries Habitat Management</u>		<u>FY2018</u>
20-07500-21270000-020-500208	Current Expenses	\$30,000

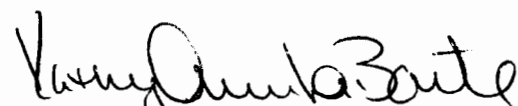
## EXPLANATION

NHFG has worked with the Piscataquog Land Conservancy to conserve an approximately 40 acre property that contains highly valuable aquatic habitat for brook trout, with the specific objective of conserving the habitat for brook trout and the pursuit of them by anglers. Scataquog Brook, which flows through the subject property, has excellent water quality and habitat, and contains a strong population of brook trout.

This grant was approved by the Fish and Game Commission at their meeting on October 11, 2017.

Respectfully submitted,

  
Glenn Normandeau  
Executive Director

  
Kathy Ann LaBonte  
Chief, Business Division

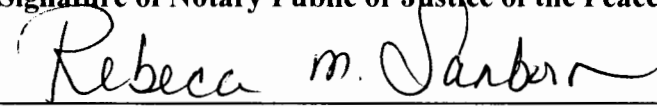
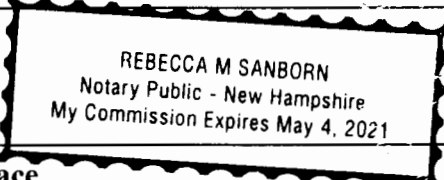
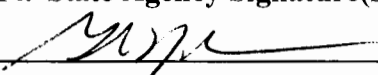
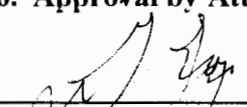
**GRANT AGREEMENT**

(April 2001 revision)

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

**GENERAL PROVISIONS**

**1. Identification and Definitions.**

<b>1.1. State Agency Name</b> NH Fish and Game Department		<b>1.2. State Agency Address</b> 11 Hazen Drive, Concord, NH 03301	
<b>1.3. Grantee Name</b> Piscataquog Land Conservancy		<b>1.4. Grantee Address</b> 5A Mill Street, New Boston, NH 03070	
<b>1.5. Effective Date</b> Upon Approval	<b>1.6. Completion Date</b> 6/30/2018	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> 30,000.00
<b>1.9. Grant Officer for State Agency</b> Glenn Normandeau, Executive Director		<b>1.10. State Agency Telephone No.</b> 603-271-3511	
<b>1.11. Grantee Signature</b> 		<b>1.12. Name &amp; Title of Grantee Signor</b> Christopher L Wells <i>President / Exec. Director</i>	
<b>1.13. Acknowledgment:</b> State of <i>New Hampshire</i> , County of <i>Hillsborough</i> , on <i>Dec 6, 17</i> / /, Before the undersigned officer, personally appeared the person identified in block 1.11., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.12., and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2. Name and Title of Notary Public or Justice of the Peace</b>			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Glenn Normandeau, Executive Director	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b>			
By: 		Assistant Attorney General, On: <i>1/8/18</i>	
<b>1.17. Approval by the Governor and Council</b>			
		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project"). Except as otherwise specifically provided for herein, the Grantee shall perform the Project in the State of New Hampshire

3. EFFECTIVE DATE; COMPLETION OF PROJECT

- 3.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 3.2. Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
4. GRANT AMOUNT; MANNER OF PAYMENT; LIMITATIONS
- 4.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 4.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 4.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 4.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 4.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 4.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
5. SPECIAL CONDITIONS. Modifications to these General Conditions and any additional grant conditions shall be set forth in Exhibit C attached hereto.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all applicable statutes, regulations, and orders of federal, state, county, or municipal authorities that impose any legal obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS AND ACCOUNTS
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL
- 8.1. The Grantee shall, at its own expense, contract for or provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS
- 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 or data, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State, unless otherwise specified in Exhibit C.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1. failure to perform the Project satisfactorily or on schedule; or
- 11.1.2. failure to submit any report required hereunder; or
- 11.1.3. failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4. failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1. give the Grantee 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 Grantee notice of termination; and
- 11.2.2. give the Grantee 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 Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3. set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No representative, officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any contractor, subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its representatives, officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee 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

Initials                      Date 12/6/17

- or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or its contractors, subcontractor, or subgrantee or other agent of the Grantee in the performance of the Project. 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 shall survive the termination of this agreement.
17. INSURANCE AND BOND.
  - 17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
    - 17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
    - 17.1.2 comprehensive general liability insurance for all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident, and
  - 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State. A certificate of insurance demonstrating compliance with subparagraphs 17.1 and 17.2 shall be attached to this Grant Agreement.
  18. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver 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 default on the part of the Grantee.
  19. 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 first above given.
  20. 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.
  21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
  22. 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.
  23. 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.

Initials CV

Date 12/6/17

**EXHIBIT A**  
**SCOPE OF SERVICES**

The Scope of Services is agreed to be as follows between the Piscataquog Land Conservancy (PLC) and the New Hampshire Fish and Game Department (NHFG).

PLC shall:

1. Acquire ownership of approximately 40 acres in the Town of Lyndeborough (Tax Map 212, Lot 2).
2. Include language in the deed requiring a 100 foot no cut buffer along all perennial streams as measured from the mean high water stream edge. In cases where the top of the embankment is less than 50 feet from the stream edge, the riparian edge shall be measured from the top of embankment.
3. Include language in the deed to ensure that the property shall not be posted against public access to and use of the Property for such, non-wheeled, pedestrian, non-commercial, outdoor recreational and outdoor educational purposes as will have minimal impact on the Property, such as but not limited to hiking, wildlife nature observation, cross-country skiing, fishing, trapping and hunting, but the PLC shall not be required to keep the Property open to the public for camping or snowmobiles.
4. New trail construction must be reviewed and approved by NHFG.
5. Provide NHFG with recorded copies of the fee title deed.
6. Submit an invoice to NHFG up to \$30,000 as payment for the conservation of this parcel by June 30, 2018.

New Hampshire Fish and Game shall:

1. Review and approve the Conservation Restriction language included in the fee deed prior to closing.
2. Inspect completed work prior to grant payment.

**EXHIBIT B**  
**METHOD OF PAYMENT**

Method of payment shall be as follows:

1. Upon the completion of the project, PLC shall submit an invoice not to exceed \$30,000. The following appropriation code shall be referenced on the invoice: 20-07500-21270000-020-500208
2. Invoice will be paid within 30 days of approval.

**EXHIBIT C**  
**SPECIAL PROVISIONS**

The New Hampshire Fish and Game Department agrees to waive the insurance provisions under Paragraph 17.

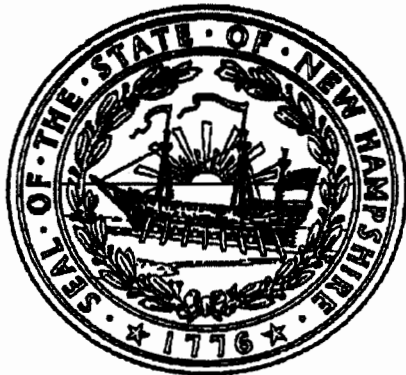
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PISCATAQUOG LAND CONSERVANCY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 11, 1970. 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: 65040



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of December A.D. 2017.

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

William M. Gardner  
Secretary of State

**CERTIFICATE of VOTE**

I, Martha Sunderland, Chairman of the Piscataquog Land Conservancy, do hereby certify that:

- 1. I am the duly elected Chairman ;
- 2. At the meeting held on this date November 30, 2017, the PLC Board of Trustees voted to accept State of New Hampshire Fish and Game Department funds and to enter into a contract with the State of New Hampshire Fish and Game Department;
- 3. The PLC Board of Trustees further authorized the Executive Director/President to execute any documents which may be necessary for this contract;
- 4. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- 5. The following person has been appointed to and now occupies the office indicated in (3) above:

Christopher Wells Executive Director/President  
Print Name Title

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Piscataquog Land Conservancy, on this date 12-18-17.

[Signature] Chairman  
Signature Title

**STATE OF NEW HAMPSHIRE**

County of ~~Hillsborough~~ <sup>Merrimack</sup> ~~Hillsborough~~  
On this the 18<sup>th</sup> day of December, 2017, before me Elin K. Leonard  
(Notary Public)

the undersigned officer, personally appeared \_\_\_\_\_ Martha Sunderland who acknowledged him/herself to be the \_\_\_\_\_ Chairman of the Organization being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

[Signature]  
(Notary Public Signature)

Commission Expiration Date:  
(Seal)

**ELIN K. LEONARD**  
**Notary Public - New Hampshire**  
**My Commission Expires October 5, 2021**

## NEW HAMPSHIRE FISH AND GAME DEPARTMENT

### OCTOBER 11, 2017 COMMISSION MEETING

Meeting Location: NH Fish & Game Department, 11 Hazen Drive, Concord, NH 03301.

Commissioners Present: T. Tichy, R. Phillipson, T. Baldwin, J. McGonagle, V. Greco T. Hubert, B. Carr & F. Clews, D. Patch & W. Morse.

Commissioners absent/excused: J. Ryan  
Executive Director Normandeau – Present

Chairman Tichy called the meeting to order at 1:02 p.m., and asked the audience to join in the pledge of allegiance. He informed the audience that the public is entitled to attend all Commission meetings and when recognized by the chairman, the public may speak on any item on the agenda. The Chair reserves the right to limit comment to the extent necessary for the orderly conduct of the meeting.

#### **ACTION ITEMS:**

- 1.) Commissioner McGonagle moved to approve the September 20, 2017 Commission Minutes as written, and Commissioner Carr seconded. The vote was unanimous in the affirmative.
- 2.) On behalf of the Fish & Game Commission, Chairman Tichy presented Steve White, former Chair, Wildlife Heritage Foundation of NH, with a resolution that read as follows:

#### *Honoring Steven R. White*

*Whereas, Steve White has served the citizens of New Hampshire through his volunteer work at the Wildlife Heritage Foundation of New Hampshire for more than 7 years, first appointed to the Board of Directors in February 2010 and holding the Chairman position since September 2010, and;*

*Whereas, under his leadership the Wildlife Heritage Foundation of NH has grown to provide the New Hampshire Fish and Game Department with private donations and over 84 grants for projects that support education, conservation, wildlife, fisheries, and law enforcement programs, and;*

*Whereas, he continued to grow a lasting relationship between the Department and the Foundation that will carry on into the future, so that generations to come may continue to benefit from the outdoor quality of life in New Hampshire, and;*

*Now, Therefore Be It Resolved, that the New Hampshire Fish and Game Commission hereby honors and congratulates Steve White on his retirement from the Chairman position at the Wildlife Heritage Foundation of New Hampshire.*

*Be It Further Resolved, that the Fish and Game Department and Commission hereby expresses its sincere gratitude to Steve White for his numerous contributions to fish and wildlife*



conservation in the Granite State and offer their good wishes for many years of enjoyment in New Hampshire's great outdoors.

*Glenn Normandeau, Executive Director  
NH Fish & Game Department*

*Theodore Tichy, Chairman  
NH Fish & Game Commission*

Steve thanked everyone for the recognition. He stated, "I feel it's important to recognize the hundreds of volunteers that contribute to the department in many different ways, monetary, volunteering their time in many areas of the department, search & rescue personnel, etc. This organization is very fortunate to have such dedicated volunteers."

3.) Consent Agenda - The following items were grouped together and were noticed as consent agenda items to expedite action on routine matters, which may not require public discussion. The Commission voted to approve these matters as presented. Commission members may remove certain items if further public input or discussion is deemed necessary.

Commissioner Hubert moved to approve the below items and Commissioner Phillipson seconded. The vote was unanimous in the affirmative.

3a.) Commission accepted \$200.00 in donations, to be utilized by Barry Conservation Camp, as indicated below:

Margaret Lynch, Westmoreland, NH -	\$100.00
Spencer & Tracey Clason, Westmoreland, NH -	\$ 50.00
Kelly Lynch, Irvington, NY -	<u>\$ 50.00</u>
	\$200.00

3b.) Commission accepted the donation of \$200.00 from Brendon & Christine Jackson, Hooksett, NH, to be utilized for waterfowl management.

\*4.) John Magee, Fisheries Biologist, came before the Commission seeking approval to expend up to \$30,000 from the Fisheries Habitat Account to conserve 40 acres in Lyndeborough, NH.

After brief discussion, Commissioner Morse moved to approve the above expenditure as presented and Commissioner McGonagle seconded. The vote was unanimous in the affirmative.

5.) Jim Oehler, Habitat Biologist, came before the Commission seeking approval to add \$10,000 to the Wildlife Division's FY'18 authorized budget of \$20,000, for exclusive use in the Wildlife Habitat Enhancement Small Grants Program.

Fish & Game's Small Grants Program helps fund wildlife habitat management projects

on private land by providing individual grants to private landowners, as approved and overseen by the Fish & Game Regional biologists. The maximum grant amount is \$4,000 per landowner, per year, with a maximum of \$10,000 per landowner over a 10 year period. Grant issuance requires that managed lands be kept open for hunting for 5 years.

Jim explained that the approved FY'18 Small Grants Program budget is \$20,000, with \$18,642 committed to date for projects and additional projects pending.

Commissioner Phillipson moved to approve adding \$10,000 to the Wildlife Division's current FY'18 authorized budget and Commissioner Baldwin seconded.

Discussion ensued.

Commissioner Hubert moved to amend the above motion & waive the 30 day Commission Policy relative to voting on items over \$7,500 and Commissioner McGonagle seconded.

The amendment to waive the 30 Commission Policy on voting on items over \$7,500 was unanimous in the affirmative.

The original motion to approve adding \$10,000 to the Wildlife Division's current FY'18 authorized budget was unanimous in the affirmative.

**INFORMATION ITEMS:**

1.) Kathy LaBonte, Chief, Business Division, reviewed the monthly financial statement dated September 30, 2017.

**STANDING COMMITTEES:**

**POLICY COMMITTEE:** Commissioner McGonagle, Chair: Commissioners Clews, Phillipson & Carr. Commissioner McGonagle reported that the committee met the morning of the Commission Meeting and discussed many items; however, one in particular was the Policy for Commissioners when encountering staff. He suggested that the Commission review that policy and try to adhere to it as much as possible.

**LEGISLATIVE COMMITTEE:** Commissioner Morse, Chair; Commissioners Hubert, Greco, Patch, and Baldwin. Commissioner Morse reported that the committee met the morning of the Commission Meeting. He reported that Paul Sanderson, Legal Coordinator, reported that there was still no language out yet to address, however, Paul provided highlights of the LSR list as of October 10, 2017.

**RIVERS COMMITTEE:** Commissioner Ryan was absent.

**LAKES COMMITTEE:** Commissioner Clews reported that there was no meeting.

**HANDBOOK & ORIENTATION COMMITTEE:** Commissioner Patch, Chair; Commissioner Carr. Commissioner Patch reported that there was no meeting.

**STRATEGIC PLANNING COMMITTEE:** Committee is sunset at this point.

**WILDLIFE HERITAGE FOUNDATION:** Commissioner Greco reported that he was not able to attend the last meeting, as the Commission Meeting was taking place simultaneously.

**AWARDS COMMITTEE:** Commissioners Hubert, Chair; Commissioners Baldwin, Phillipson and McGonagle. Commissioner Hubert reported that there was no meeting, however, encouraged everyone to submit their nominations for the 2017 Commission Awards of Excellence, postmarked by December 31, 2017, Attn: Tanya Haskell.

**OLD BUSINESS:** Commissioner Tichy provided an update relative to recent work done at Barry Conservation Camp. He reported that he, along with Commissioner's Carr, McGonagle & Phillipson, put a roof on the archery building & made some structural improvements. He reported that they did not have enough time to erect the shooting tower or set the piers. He reported that the pressure treated lumber was still there, however, he anticipates that project not happening until next summer.

Chairman Tichy reported that the Commission has completed their project and thanked Commissioner McGonagle for getting close to \$10,000 of the materials donated from Gilford Home Center.

Commissioner Phillipson pointed out that there were 3 Commissioners that put in a great deal of time & effort in the Barry Conservation Camp projects and those Commissioners are not being considered for reappointment. He stated, "A lot of time and effort was made by those 3 Commissioners regardless of them not being reappointed. I would like to personally thank them." The audience applauded.

Chairman Tichy reported that this could be his last meeting if the new Coos County Commissioner is appointed at the next Governor & Council Meeting. He reported that Commissioner Phillipson has agreed to be Acting Chairman until the election of officers takes place. Chairman Tichy inquired as to whether there was anyone interested in stepping up as interim Vice Chairman.

Commissioner Patch agreed to be the Interim Vice Chairman until the election of officers takes place.

**NEW BUSINESS:** Commissioner Hubert stated, "I was hoping to get the Commission and the Department to look at helping to create some small game opportunities in the southern part of the state. I regularly get criticism from sportsmen looking to hunt small game, hare, etc." He reported that the opportunity exists in the northern part of the state, however, it has been suggested in the past that it is typically habitat based. He stated, "I think it would be a great opportunity to bring kids into the sport, however, it's a challenge to have to travel to the northern part of state."

Jim Oehler responded, "I believe the department has been trying to create young stand initiatives, opening up big areas with terrific habitat that many nongame species use."

Jim reported that he would be happy to provide a presentation to the policy committee.

**COMMISSIONERS REPORTS:**

**COMMISSIONER BALDWIN:** Commissioner Baldwin had nothing to report at this time.

**COMMISSIONER CARR:** Commissioner Carr had nothing to report at this time.

**COMMISSIONER GRECO:** Commissioner Greco reported that he would be assisting with pheasant stocking and encouraged other Commissioners to join in.

**COMMISSIONER PHILLIPSON:** Commissioner Phillipson stated, "Commissioner Tichy has put in 18 years of dedicated service on the Fish & Game Commission. He's traveled millions of miles to do so and many of those years were as Chairman. I feel he deserves much credit! Thank you Ted!" The audience & Commission applauded.

**COMMISSIONER MORSE:** Commissioner Morse had nothing to report at this time.

**COMMISSIONER RYAN:** Commissioner Ryan was absent.

**COMMISSIONER PATCH:** Commissioner Patch had nothing to report at this time.

**COMMISSIONER MCGONAGLE:** Commissioner McGonagle had nothing to report.

**COMMISSIONER CLEWS:** Commissioner Clews had nothing to report at this time.

**COMMISSIONER HUBERT:** Commissioner Hubert had nothing to report at this time.

**COMMISSIONER TICHY:** Commissioner Tichy had nothing to report at this time.

**DIRECTOR'S REPORT:** Director Normandeau reported that he would be going to Missouri in November to attend the Meeting of The Joint Task Force on federal grants. He further reported that he would be going to Michigan to speak to the Association of Sportsmen's Caucuses. He reported that 30 or 40 states would be represented with legislators & such, including NH.

He reported that things were fairly quiet and that the legislative year was progressing.

He reported that the search & rescue team has been very busy!

In addition, he further reported that he recently swore in 2 Conservation Officer Trainees. He reported that he was looking to potentially use some of the funding from the gifted monies to refund a few other positions.

**CALL TO THE PUBLIC:**

Linda Dionne, audience member, thanked the department for keeping a record of the coyote comments.

Christina Snyder, audience member, inquired as to whether hounding of coyotes was legal in New Hampshire.

Commissioner Tichy confirmed that the hounding of coyotes is legal in New Hampshire.

Colonel Jordan stated, "The problems are usually not with the licensed trappers, it's usually people trying to assist without the proper training or knowledge. I don't believe this is a frequent thing that happens to be honest. Law Enforcement is supposed to be contacted immediately if a non-target animal is captured."

An audience member stated, "In the interest of fair chase, the pheasant hunt is nothing more than a canned hunt. Your department brings in birds that are not native to New Hampshire and those that are not shot just end up dying. I think it should be reconsidered."

At this time, 2:11 p.m., Commissioner Greco moved to adjourn and Commissioner McGonagle seconded. The vote was unanimous in the affirmative.

Respectfully submitted,

James Ryan, Secretary

Approved: \_\_\_\_\_  
Ted Tichy, Chairman

2010 JAN -5 AM 11:42  
STATE OF NEW HAMPSHIRE  
DEPT OF JUSTICE