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New Hampshire Fish and Game Department

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July 8, 2014

Her Excellency, Governor Margaret Wood Hassan
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 grant agreement in the amount of \$40,000 with the Town of Barrington (vendor code 177234), to purchase approximately 300 acres, with 11,868 feet (2.24 miles) of frontage on the Isinglass River in Barrington, NH, upon Governor and Council approval to June 30, 2015. Funding is 100% other (Fisheries Habitat Funds).

Funding for this purchase is available in the Fisheries Habitat Management account, contingent upon availability and continued appropriations for State Fiscal Year 2015 as follows:

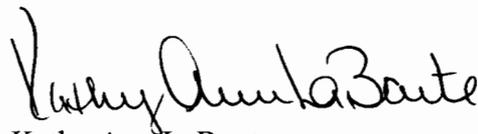
03 75 75 752020 – Inland Fisheries Management - Fisheries Habitat Management	
	<u>FY 2015</u>
20-07500-21270000-020-500208 Current Expenses	\$40,000.00

EXPLANATION

NHFG is partnering with the Town of Barrington and the USDA Natural Resource Conservation Service (NRCS) to permanently protect approximately 300 acres of land in Barrington, NH, along the Isinglass River. The total cost of the project is estimated to be \$1,100,000 with funding having already been received from NHDES Aquatic Resource Mitigation (ARM) fund and a moose plate grant. NHFG is partnering with the Trust for Public Lands (TPL), the Town of Barrington and the USDA Natural Resource Conservation Service (NRCS) to permanently protect approximately 300 acres of land in Barrington, NH, along the Isinglass River. The Isinglass River is an important trout fishery in southeastern New Hampshire and is stocked each year with brook and rainbow trout. The protection of this property improves the accessibility of the Isinglass River in close proximity to a well-known stocking site. Known for its excellent water quality, the Isinglass River is home to a number of fish species of conservation concern, including the state threatened bridle shiner and the American eel.

Respectfully submitted,


Glenn Normandeau
Executive Director


Kathy Ann LaBonte
Chief, Business Division

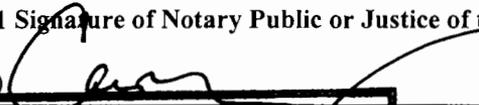
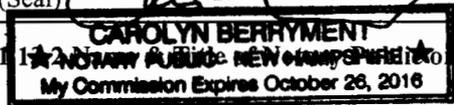
Grant Agreement
Calef Property
Fee Title Acquisition

May 30, 2014

The Trust for Public Land (TPL) and the New Hampshire Fish and Game Department (NHFG) will cooperate to acquire a fee title on 300+/- acres of land with 11,868 feet (2.24 miles) of frontage on the Isinglass River in Barrington, to ensure the long-term conservation of fish and wildlife species and habitats and continued public access to the property. NHFG will provide a grant of \$40,000 to Town of Barrington toward the purchase of the property with an appraised value at \$1,100,000.00.

GENERAL PROVISIONS

1. IDENTIFICATIONS AND DEFINITIONS

1.1 State Agency Name NH Fish and Game Department		1.2 State Agency Address 11 Hazen Drive Concord, NH 03301	
1.3 Grantee Name Town of Barrington		1.4 Grantee Address Po Box 660 Barrington NH 03825	
1.5 Effective Date Upon G&C approval	1.6 Completion Date June 30, 2015	1.7 Audit Date N/A	1.8 Grant Limitation \$40,000
1.9 Grant Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number 603-271-2741	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Michael Clark, Chairman Board of Selectmen	
1.13 Acknowledgment: State of New Hampshire, County of <u>Strafford</u> On <u>06/23/2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
(Seal) 			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Glenn Normandeau, Executive Director	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>7/25/2014</u>			
1.17 Approval by the Governor and Council By: _____ 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"), pursuant to RSA 21-O, 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 referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 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").

4.2 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").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 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 5.5 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 under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation 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.

5.5 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.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any 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 or 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, 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 such Project, to hire any person who has a contractual relationship with the State, or 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 or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 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.

9.4 On and after the Effective Date 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, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF 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 officer, member or employee of the Grantee and no representative, officer of 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 interests 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 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 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. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A 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 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 of Subcontractor, or subgrantee or other agent of the Grantee. 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 public liability insurance against 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 18.1 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 has been received by the State.

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.

Grant Agreement

Calef Conservation Project

The New Hampshire Fish and Game Department (NHFG) is cooperating with the Town of Barrington to conserve approximately 300 acres of land along the Isinglass River. NHFG will grant up to \$40,000 to the Town to partially fund the purchase of a conservation easement.

EXHIBIT A

Scope of Services

The Town of Barrington agrees to complete the following:

1. Provide to NHFG the maps and documents required to obtain the necessary approvals to grant \$40,000 towards the purchase of a conservation easement on approximately 300 acres in Barrington.
2. Maintain financial accounting records and provide to NHFG documentation that supports the grant funds expenditure.
3. Convey an executory interest and a contingent right of termination on the Property to the Land and Community Heritage Investment Program Authority (LCHIP).
4. Acknowledge the funding received through NHFG in materials produced for public distribution.

NHFG agrees to complete the following:

1. Submit a Governor and Council request to authorize a grant agreement with the Town of Barrington for up to \$40,000.00.
2. Pass through to the Town of Barrington funds in the amounts authorized by the NH Governor and Executive Council.

EXHIBIT B

Method of Payment and Grant Limits

NHFG will provide a check in the amount of \$40,000 from the Fisheries Habitat Account subject to:

1. Approval of the expenditures from the Fisheries Habitat Account by the New Hampshire Fish and Game Commission.
2. Approval of this Grant Agreement between the Town of Barrington and the NH Fish and Game Department by the NH Governor and Executive Council.

Total payment shall not exceed \$40,000.

EXHIBIT C

Special Provisions

Paragraph 17, Insurance and Bond, of the General Provisions shall not apply to this Agreement.

CERTIFICATE of AUTHORITY

I, Kim Kerekes, Clerk of the Town of Barrington, do hereby certify that:

- 1. I am the duly elected Town Clerk of Barrington NH;
2. At the meeting held on this date June 23, 2014, the Town of Barrington Board of Selectmen voted to accept a NH Fish and Game funds and to enter into a contract with the State;
3. The Board of Selectmen further authorized the Chairman, Michael Clark 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:

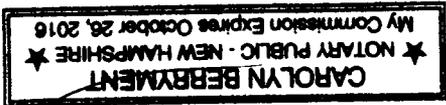
Michael Clark Chairman Board of Selectmen
Officer Authorized to Sign Title

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of the Town of Barrington, on this date June 24, 2014.

[Signature] Town Clerk
Signature Title

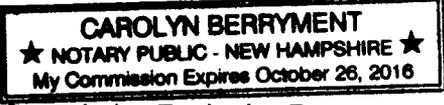
STATE OF NEW HAMPSHIRE

County of Stafford
On this the 25th day of June 2014, before me [Signature]
(Notary Public)



the undersigned officer, personally appeared Michael Clark who acknowledged himself 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.



Commission Expiration Date:
(Seal)

[Signature]
(Notary Public Signature)

Draft

SELECTMEN'S MINUTES
MONDAY, JUNE 23, 2014

The Selectmen's meeting for Monday, June 23, 2014 started at 6:30 p.m. Present were Selectman Bussiere, Selectman Gaudiello, Selectman Hatch, Chairman Clark, Selectman Malloy and Administrator Scruton and Clerk McNeil.

Chairman Clark welcomed everyone and led in the Pledge of Allegiance.

Chairman Clark opened the public hearing on the issuance of a building permit on Bassett Drive, a private road, at 6:32 p.m. The property is owned by D. Steven & Dawn Skipper and is listed as map 240 lot 0017. The Fire Chief wanted turn-outs on the driveway however that have not been put in yet. The Planning Board reviewed the request and made their recommendations. Selectman Hatch moved to sign the private road agreement, seconded by Selectman Bussiere. It was unanimously voted in the affirmative. The public hearing closed at 6:34 p.m.

Chairman Clark opened the public hearing on the purchase of the Monfet property by the Conservation Commission at 6:35 p.m. This piece of property is in the middle of Tamposi (SATWaSr) property. The Conservation Commission will be paying \$4,700 and related closing costs. Selectman Malloy moved to approve the purchase of the Monfet property by the Con. Comm. including standardized closing costs seconded by Selectman Bussiere. Paul Mausteller asked about a title search and are there back taxes. A title search will be done. It was unanimously voted in the affirmative. Con. Commission member Pam Failing noted that they held a public meeting and there were no public comments. She thanked the Board for their support. The public hearing closed at 6:40 p.m.

Chairman Clark opened the public hearing on the acceptance of a Fish and Game Grant towards purchase of the Calef property off Town Farm Road at 6:41p.m. The Fish and Game Grant is one grant among several others. The grant is in the amount of \$40,000. Selectman Bussiere moved to accept the grant and authorize Chairman Clark to sign the paperwork, seconded by Selectman Hatch. It was unanimously voted in the affirmative. Pam Failing noted the property is almost 300 acres and again she thanked the Board for their support. The hearing closed at 6:42p.m.

Chairman Clark opened the public hearing regarding the speed limit on Orchard Hill Road at 6:43 p.m. The police ran a one week study on speed and 97% of the people drive under 20 mph. Peter Royce noted that he feels that it is a horrible road with poor visibility. More housing will be more problems. Selectman Bussiere moved to reduce the speed limit to 20 mph seconded by Selectman Hatch. An advisory sign

the 15% penalty. She will contact the owner requesting further payment. The Board signed the deed which will be held until final payment is made.

OLD BUSINESS

There was no old business

NEW BUSINESS

There was no new business

SELECTMEN'S REPORT

Selectman Hatch stated that she recently attended a Library Trustees meeting where they discussed interest in the Calef property off Route 125. She also attended a Visioning Communication meeting where they had impressive speaker from Deerfield.

Chairman Clark noted an e-mail he received complimenting the tax office for being so nice and friendly.

Selectman Bussiere moved to go into non-public session at 7:50 p.m. per RSA 91 A: 3 II for reputation and personnel, seconded by Selectman Gaudiello. Chairman Clark asked for a roll call, Bussiere – aye, Gaudiello – aye, Hatch – aye, Malloy – aye, Clark – aye. It was unanimously voted in the affirmative.

Selectman Bussiere moved to come out of non-public session at 8:50 p.m. and to seal the minutes for six months, seconded by Selectman Gaudiello. It was unanimously voted in the affirmative.

Selectman Bussiere moved to authorize a resident living in a tax deeded town owned piece of property that the person previously owned be allowed to list the property with a realtor within 30 days of June 23, 2014 and to have it under contract within 120 days of June 23, 2014.

Meeting adjourned at 8:55 p.m.



NEW HAMPSHIRE FISH AND GAME DEPARTMENT

APRIL 16, 2014 COMMISSION MEETING

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

Commissioners Present: R. Phillipson, J. Ryan, V. Greco, D. Patch, T. Hubert, S. Guaraldi, T. Tichy, R. Blake, F. Clews, J. McGonagle, and W. Morse.

Commissioners absent/excused:

Executive Director Normandeau – Present

Chairman Hubert called the meeting to order at 1:03 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 Guaraldi moved to approve the March 19, 2014 Commission Minutes as written and Commissioner Blake seconded. The vote was unanimous in the affirmative.

1a.) The Commission presented Eric Orff (former Merrimack County Commissioner) with a resolution recognizing his efforts/accomplishments that read as follows:

Honoring Eric Orff

Whereas, Eric Orff, through his long career as a Wildlife Biologist with the New Hampshire Fish & Game Department, spanning 31 years, contributed to the effective wildlife management in New Hampshire in his role as Bear Project Leader and Furbearer Project Leader;

Whereas Eric Orff has served as a visionary in his recognition of and significant cooperation with diverse partners essential to the success of Fish and Game's present and future mission;

Whereas, Eric's continued commitment to furthering the goals of the Department after retirement by serving on the New Hampshire Fish and Game Commission, representing Merrimack County, from June, 2008 to May, 2013. Eric served as the Chairman of the Policy Committee and was the Commission's representative on the Lakes Committee;

Whereas, Eric earned the admiration and respect of staff and colleagues throughout New Hampshire's conservation community and is now actively involved in building awareness of current issues affecting wildlife, including climate change, in his work with the National Wildlife Federation;

Now, Therefore Be It Resolved, the New Hampshire Fish and Game Commission hereby honors and congratulates Eric Orff on his retirement from the New Hampshire Fish and Game Commission, and expresses its sincere gratitude for his numerous contributions to fish and wildlife conservation in the Granite State and offer good wishes for many years of enjoyment in New Hampshire's great outdoors.



educator and enthusiast: “Joe shared his experiences and knowledge of fisheries with many people. Even those who did not hunt and fish soon became advocates of fish, fishing and the Department. This is the true goal of all our work – to educate and motivate others. That is exactly what Joe did, and he did it extremely well, as a stalwart volunteer for Fish and Game.”

There are seven award categories for New Hampshire Fish and Game Commission Awards of Excellence. Nominations are accepted each year, and must be submitted by December 31. Please consider nominating a worthy individual or organization for this year's awards! For a description of the various award categories and a nomination form, visit http://www.wildnh.com/Inside_FandG/commission_awards.html

3.) Commissioner Phillipson moved to accept the donation of 5000 rounds of .22 caliber ultra-safe low subsonic velocity ammo, valued at approximately \$500.00, from an anonymous donor, to be utilized by the Hunter Education Program and Commissioner Tichy seconded. The vote was unanimous in the affirmative.

4.) Matt Carpenter, Fisheries Biologist II, came back before the Commission seeking approval to expend \$40,000 from the Fisheries Habitat Account, to provide funding to conserve approximately 300 acres, with 11,868 feet (2.24 miles) of frontage on the Isinglass River in Barrington, New Hampshire.

He reported that the Isinglass River is stocked each year with brook trout and rainbow trout just upstream of this property at the Rt. 202 bridge. The protection of this property improves the accessibility of the Isinglass River to anglers in close proximity to a well-known stocking site. Known for its excellent water quality, the Isinglass River is home to a number of fish species of conservation concern, including the state threatened bridle shiner (found just upstream) and the American eel.

In closing, he stated “Currently, the easiest access to the river is from Scruton Pond Road, at the southern end of the property. There are plans for a parking area to be established along Town Farm Road, from which a trail will provide access to the extensive river frontage along the north bank of the river.”

Commissioner Tichy inquired as to whether hunting, fishing & trapping would be allowed on the property and who would hold the title & be monitoring the easement?

Matt responded that the Town would hold the title and that NRCS (Natural Resource Conservation Service) would be responsible for the easement.

Commissioner Blake stated, “This is a magnificent piece of property!” He reported that he felt that this was definitely a worth-while project and that he would be in favor of spending the money on this property.

At this time, Commissioner Blake moved to expend \$40,000 from the Fisheries Habitat Account, to provide funding to conserve approximately 300 acres, with 11,868 feet (2.24 miles)



of frontage on the Isinglass River in Barrington, New Hampshire, and Commissioner Ryan seconded. The vote was unanimous in the affirmative.

5.) Mark Ellingwood, Chief, Wildlife Division, came back before the Commission seeking final approval of the 2014 Wildlife Rules package. Mark reviewed the rules by species and the Commission voted as follows:

Commissioner Tichy moved to approve the moose rules as presented and Commissioner Greco seconded. The vote was unanimous in the affirmative.

Mark thanked Kristine Rines, Moose Project Leader, for her efforts in putting this package together. "You did a fine job."

Commissioner Patch moved to approve the bear rules as presented and Commissioner Ryan seconded. The vote was unanimous in the affirmative.

Mark thanked Andy Timmins, Bear Project Leader, for his time & efforts in putting this package together.

Director Normandeau stated, "This is the first time we have defined baiting to help clarify things in hopes of eliminating any confusion.

Commissioner Tichy moved to go forward with the deer rules as presented and Commissioner McGonagle seconded.

Much discussion ensued.

Commissioner Phillipson stated, "After attending the 3 public hearings & listening to opinions from both sides, I made myself a list of concerns."

He stated that deer hunting over the past 30 years has changed dramatically in New Hampshire and felt everyone should be able to hunt their own way.

Commissioner Phillipson reported that the best comment he heard at the hearings was that the sportsmen should stay together and not be divided, as it is unsure where this will lead.

He further stated that the department could be starting down the wrong path and that these restrictions could be applied to other species.

In closing, Commissioner Phillipson stated, "I think we need more data than the data that was provided."

Commissioner Guaraldi stated, "I've thought about it and I have fear we are going down a slippery slope."

She further stated that her concern is that the department has not addressed "feeding".

will be placed by the knoll and Brown's farm of 10 mph. Selectman Hatch feels "enough is enough" we need to end these issues on Orchard Hill Road. It was unanimously voted in the affirmative. The public hearing closed at 6:50 p.m.

Clerk McNeil opened the sealed bids for the purchase of 160 Small Road at 6:52 p.m. Chairman Clark announced the bids as follows: John Fleming - \$102,100, Robert Baldwin - \$30,000, Janice Erricola - \$130,000, Rachel Millette - \$66,950 and Armando Dockery - \$85,211. Selectman Bussiere moved to accept the bid of \$130,000 and return the other checks, seconded by Selectman Malloy. It was unanimously voted in the affirmative. The amount will go into a revenue account for sale of tax deeded property.

APPOINTMENTS

There were no appointments.

PUBLIC COMMENTS

Chief Walker spoke to the Board about ground mounted panels for solar at the public safety building. He would like to see them roof mounted as they need that property for training and possible expansion in the future. The property is also a helicopter landing site. He would like the RFP to indicate roof mounted solar panels. Chairman Clark feels that the town should listen to the proposals that are presented. Selectman Malloy wanted clarification on expansion of the public safety building. Chief Walker noted that there are wetland issues on the fire side of the building.

REVIEW OF MINUTES – June 2, 2014 & June 5, 2014. Selectman Gaudiello moved to accept the minutes of June 2, 2014, seconded by Selectman Hatch. It was unanimously voted in the affirmative. Selectman Gaudiello moved to accept the minutes of June 5, 2014, seconded by Selectman Hatch. It was unanimously voted in the affirmative.

STAFF REPORT

Administrator Scruton

1. Selectman Hatch moved to authorize Chairman Clark to sign the letter to the Attorney General's office regarding the Gerrior conservation easement amendment, seconded by Selectman Bussiere. It was unanimously voted in the affirmative.
2. Selectman Bussiere moved to request from the Trustees of Trust Funds up to \$66,342 from the Road Capital Improvement Fund for payment of the HTA engineering contract for Green Hill Road Bridge, seconded by Selectman Hatch. It was unanimously voted in the affirmative. This money is replenished by the \$5 added to the vehicle registration.

3. Administrator Scruton asked the Board for comments on the RFP for the highway garage. It is a design build structure with alternates. Selectman Hatch felt it should be bid at the \$250,000 and include the alternates in that amount.
4. Selectman Gaudiello moved to adopt Indemnification for Damages under RSA 31:105, seconded by Selectman Hatch. It was unanimously voted in the affirmative.
5. Administrator Scruton approached UNH regarding use of their recreation area on Mendums Pond by Barrington residents. It was explained that Barrington residents can pay and have access to the UNH recreation area. The Board would like to have reduced rates for Barrington residents as UNH pays no property taxes to Barrington but has use of Barrington services. UNH is requesting permission to pay for "no parking signs" on Hall Road by their entrance to Mendums Pond if the town will put them up. People park on Hall Road and walk down to the lake when the area is closed. The Board agreed the town will put up the signs if UNH supplies them.
6. Selectman Bussiere moved to request that the Trustees of the Trust fund take \$4,393.51 out of the Radio Capital Reserve Fund for replacement of the old ambulance radio, seconded by Selectman Gaudiello. It was unanimously voted in the affirmative.
7. Administrator Scruton is still discussing solar options with Barrington Power. Peter Cook may have some of the same concerns as Chief Walker with the ground mounted panels.
8. Administrator Scruton noted that he visited the new Groen Office Building on Washington Street in Rochester. He was very impressed with their building methodology. Selectman Bussiere also viewed the building. Groen is building very energy efficient buildings by using Exterior Concrete Foam. Mr. Groen suggested that any architect should know that this is what you are planning when discussing the structure. Paul Mausteller noted that Chinburg is using IPC2012 ratings.

Clerk McNeil

Clerk McNeil requested signatures on the following: Intent to Cuts for Kelliher & McMaster, abatements #27 - #30, a State form regarding the town not sending out Inventory Forms, Civil Forfeiture for unlicensed dogs, vendor manifests dated 6/5, 6/12 & 6/19 and payroll manifests dated 6/1, 6/8 & 6/15.

1. Selectman Gaudiello moved to waive the interest on a land use change tax bill for Malcolm Chase, seconded by Selectman Malloy. It was unanimously voted in the affirmative.
2. Clerk McNeil requested signatures on a deed for a piece of property being returned to the prior owner. Unfortunately she inadvertently forgot to charge