



New Hampshire Fish and Game Department

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

www.WildNH.com
e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

July 18, 2022

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

Requested Action

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a grant agreement with the Androscoggin River Watershed Council (Vendor Code 209553) in the amount of \$20,000 to provide partial funding for stream restoration in Success, New Hampshire, effective upon Governor and Council approval through June 30, 2023. 100% Fisheries Habitat Funds.

Funding is available in account, Fisheries Habitat, as follows:

03-075-075-752020-21270000-073-500581 Grants-Non Federal	<u>FY2023</u> \$20,000.00
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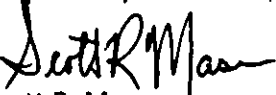
Explanation

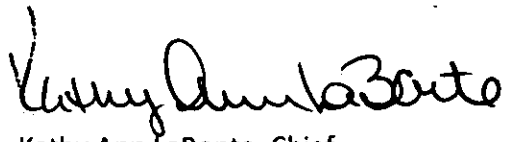
The Inland Fisheries Division requests \$20,000 from the NHFGD Fisheries Habitat Account for on-the-ground construction in the third phase of a multi-year stream connectivity and habitat restoration project in Success, NH. The high elevation streams in Success offer valuable habitat for brook trout and other fish and wildlife. This area was identified by Department staff as a high priority for stream restoration in a watershed-wide stream crossing survey conducted in 2018. This entire area is open to fishing and hunting.

The project partners (Androscoggin River Watershed Council [ARWC], NHFGD, Natural Resources Conservation Service, Wagner Forestry Management, Ltd., Success Pond Camp Owners Association and two Trout Unlimited Chapters-NH and ME) replaced failing, perched and undersized culverts with bridges in the North Branch of Stearns and Shelter Brooks on the Success Pond Road in 2020 and on Clay Brook in 2021. This reconnected more than 16 miles of valuable headwater habitat. In addition, 2.25 miles of the severely-eroding road, which also impacted the water quality in the streams, has been improved.

The Fish and Game Commission approved this grant funding at their meeting on June 14, 2022.

Respectfully submitted,

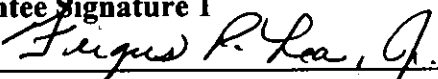



Scott R. Mason
Executive Director


Kathy Ann LaBonte, Chief
Business Division


GRANT AGREEMENT

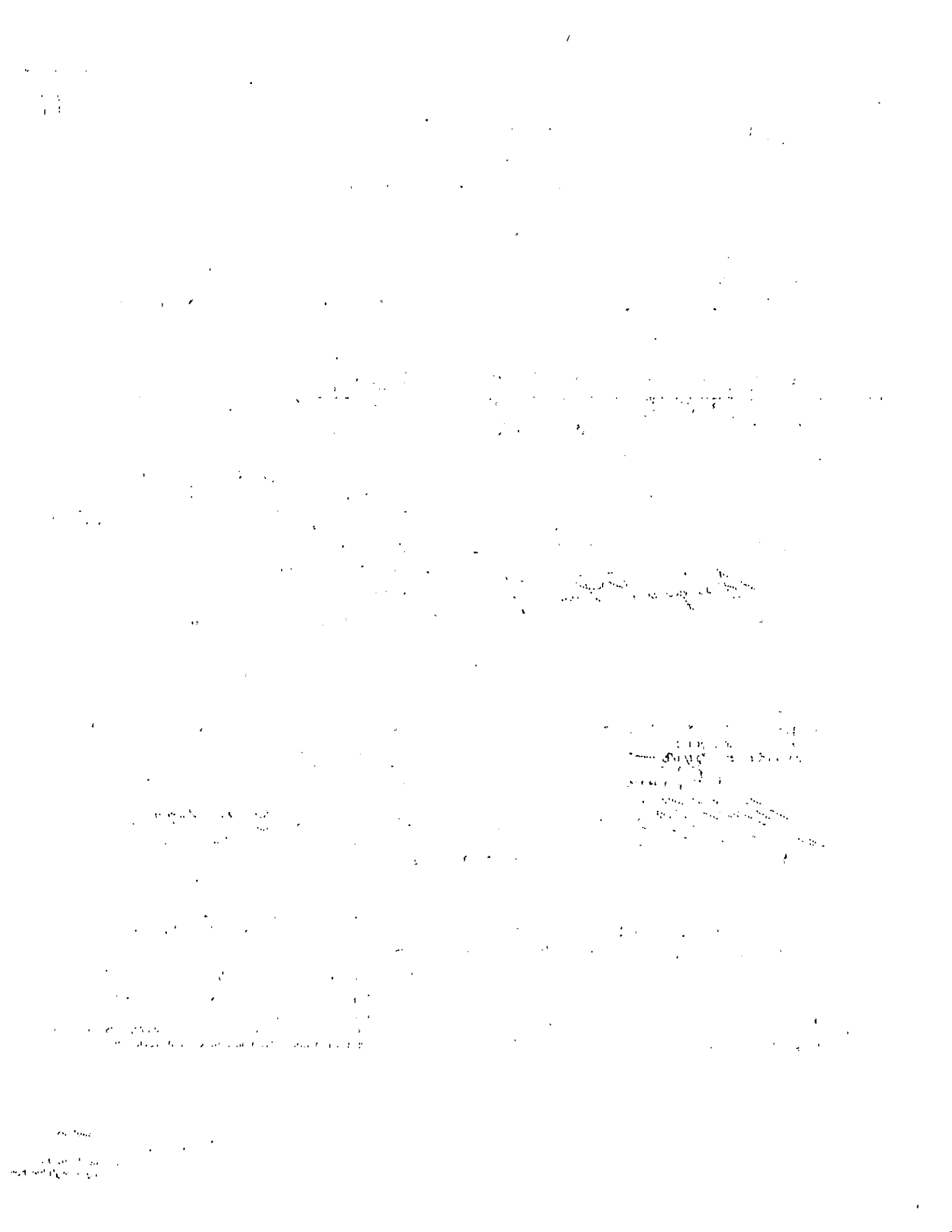
The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification 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 Androscoggin River Watershed Council		1.4. Grantee Address PO Box 1541, Bethel, ME 04217	
1.5. Grantee Phone # 207-240-3143	1.6. Account Number 20 07500 2127 073 500581	1.7. Completion Date June 30, 2023	1.8. Grant Limitation \$20,000.00
1.9. Grant Officer for State Agency Scott R. Mason, Executive Director		1.10. State Agency Telephone Number 603-271-3511	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Fergus P. Lea, Jr., Chair	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Scott R. Mason, Executive Director	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G, & C approval required)			
By: 		Assistant Attorney General, On: 8/11/2022	
1.16. Approval by Governor and Council (if applicable)			
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"), 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 B (the scope of work being hereinafter referred to as "the Project").

Grantee Initials 
Date 7/18/2022



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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, 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 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.
- 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 and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 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 the 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 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,

- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, 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 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 officer, member of 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 reviewer

Grantee Initials JPH
Date 7/18/2022

- 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 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, workmen'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 B 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 or 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.
- 17.1 The Grantee shall, at its own 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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate 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. Grantee shall furnish to the State, certificates 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.
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 of 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, if required or by the signing State Agency.
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.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials ARL
Date 7/18/2022

Exhibit A

Special Provisions

None

Exhibit B

Scope of Services

The scope of services is agreed to be as follows between Androscoggin River Watershed Council (ARWC) and the State of New Hampshire Fish and Game Department (NHFG).

ARWC shall:

1. Replace the two culverts on the Success Pond Road over South Branch Stearns Brook and Alder Brook with bridges.
2. New bridge and associated construction must be reviewed and approved by NHFG.
3. Submit an invoice to NHFG up to \$20,000 as payment for the construction of the two new bridges by June 30, 2023.

NHFG shall:

1. Review and approve the final construction of the two bridges.

Exhibit C

Method of Payment

Method of payment shall be as follows:

1. Upon the completion of the project, ARWC shall submit an invoice not to exceed \$20,000. The following appropriation code shall be referenced on the invoice: 20-07500-21270000-073-500581.

Invoice will be paid within 30 days of approval.

Grantee Initials JFR
Date 7/1/2022

State of New Hampshire

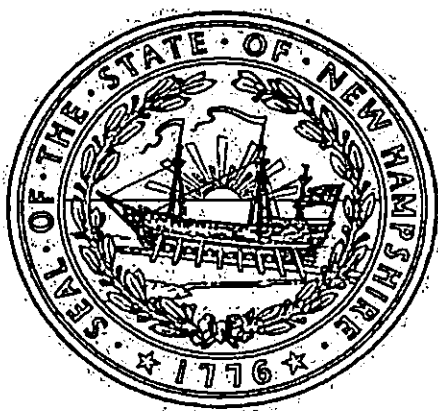
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ANDROSCOGGIN RIVER WATERSHED COUNCIL is a Maine Nonprofit Corporation registered to transact business in New Hampshire on July 30, 2010. 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: 634139

Certificate Number: 0005802479



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of June A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Androscoggin River Watershed Council Certificate of Authority

RE: NH Fish & Game Department

I, Ken Gallant, Secretary of the Androscoggin River Watershed Council (ARWC), do hereby certify that

I am the duly elected Secretary of ARWC.

The Board of Directors of the ARWC has authorized Fergus Lea, Chair of ARWC, to enter into an agreement with the New Hampshire Fish & Game Department to execute any documents which may be necessary to effectuate this agreement,

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

Fergus Lea has been elected to and now occupies the office of Chair of the Board of Directors of ARWC

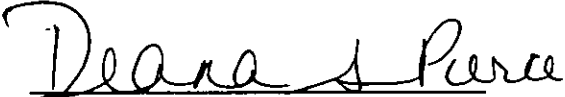
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary and Certifying Officer of the Androscoggin River Watershed Council on this date July 12, 2022


Signature

Ken Gallant
Printed Name

STATE OF MAINE
County of Androscoggin

On this the 12 day of July, Ken Gallant appeared before me and acknowledged himself to be the Secretary and Certifying Officer of the Androscoggin River Watershed Council and is authorized so to do, and executed the foregoing Certificate. In witness whereof, I have set my hand and official seal.


Notary Public Signature

Commission Expiration Date:
(Seal)

DEANA S PIERCE
NOTARY PUBLIC
ANDROSCOGGIN COUNTY
MAINE
MY COMMISSION EXPIRES JANUARY 3, 2028



Androscoggin River Watershed Council Certificate of Authority

RE: NH Fish & Game Department

Androscoggin Valley Council of Governments (AVCOG), located in Auburn, Maine, is the fiduciary agent for the Androscoggin River Watershed Council (ARWC). I, Amy Landry, Executive Director of Androscoggin Valley Council of Governments do hereby certify that

I am the duly appointed Executive Director of Androscoggin Valley Council of Governments,

Fergus Lea, Chair of Androscoggin River Watershed Council, has been authorized by the ARWC Board of Directors to enter into an agreement with the New Hampshire Fish & Game Department to execute any documents which may be necessary to effectuate that agreement,

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

Fergus Lea has been elected to and now occupies the office of Chair of the Board of Directors of ARWC.

IN WITNESS WHEREOF, I have hereunto set my hand as the Executive Director of the Androscoggin Valley Council of Governments on this date July 8, 2022.

Kimberly Bustamante
Witness

Amy M. Landry
By: Amy Landry
Its: Executive Director

STATE OF MAINE COUNTY OF ANDROSCOGGIN, ss.

July 8, 2022

PERSONALLY APPEARED the above-named Amy Landry, Executive Director of Androscoggin Valley Council of Governments, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said Androscoggin Valley Council of Governments.

KIMBERLY BUSTAMANTE
NOTARY PUBLIC
STATE OF MAINE
MY COMMISSION EXPIRES
DECEMBER 19, 2026

Before me,
Kimberly Bustamante
Notary Public
Print Name: Kimberly Bustamante
My Commission Expires: 12/19/2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2022

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


PRODUCER Cross Insurance - Lewiston 150 Mill Street Fourth Floor, Suite 4 Lewiston ME 04240-3101	CONTACT NAME: Laurie Labbe PHONE (AC No, Ext): (207) 783-8591 E-MAIL ADDRESS: laurie.labbe@crossagency.com	FAX (AC, No): (207) 777-6223
	INSURER(S) AFFORDING COVERAGE	
INSURED Androscoggin River Watershed Council Attn: AVCOG 125 Manley Road Auburn ME 04210	INSURER A: Tokio Marine Holdings, Inc.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2262801245 **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	ADD/SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK2422909	07/02/2022	07/02/2023	EACH OCCURRENCE	\$ 1,000,000
	GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						BODILY INJURY (Per person)	\$
	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				BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
							PER STATUTE	OTH-ER
							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 New Hampshire Fish and Game 11 Hazen Drive Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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NEW HAMPSHIRE FISH AND GAME DEPARTMENT

JUNE 14, 2022 COMMISSION MEETING MINUTES

Meeting Location: Owl Brook Hunter Education Center, 387 Perch Pond Rd., Holderness, NH.

Commissioners Present: E. Stohl, M. Lachance, C. Hodgdon, J. Caveney, S. Price, A.J. Derosa, P. DeBow, R. Green, P. McInnis & B. Temple.

Commissioners absent/excused: M. Hodgson

Executive Director Mason – Present

Chairman Stohl 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 Green moved to approve the May 10, 2022 Commission Meeting Minutes and Commissioner DeBow seconded. The vote was unanimous in the affirmative.

2.) Consent Agenda - The following items were grouped together and 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 Green moved to approve consent agenda items 2a – 2e, as presented below, and Commissioner Temple seconded. The vote was unanimous in the affirmative.

2a.) The Commission accepted the donation of \$100.00 from Kristine Barker, in honor and appreciation of the Law Enforcement's Search & Rescue Team.

2b.) The Commission accepted the donation of \$250.00 from Frank & Kathy Kopyt, in grateful recognition of the Conservation Officers who assisted their son off the summit of Kearsarge North after falling & suffering a head injury.

2c.) The Commission accepted the donation of a Pro-4 Remote Operated Underwater Camera that was on a safeboat that the Law Enforcement Division took possession of in May of 2022, valued at approximately \$50,000. The camera was not part of the original equipment; it was added after Governor & Council approval was granted.

2d.) The Commission accepted the donation of \$200.00 from Judith Thompson, in memory of her husband, Lawrence Thompson, of Keene, NH, who was an avid angler, for use in the Department's Discovery Room.

2e.) The Commission accepted the donation of \$2,500 from the Meredith Rotary Club, earmarked to support Inland Fishery Management, specifically the Large Lakes Program.

3.) After brief discussion, Commissioner Green moved to accept the donation of a 400-acre conservation easement on the Hinman III parcel in Hooksett, NH, from Bear Paw Regional Greenways, along with the donation of \$25,000 for long-term easement monitoring and management, Commissioner DeBow seconded. The vote was unanimous in the affirmative.

4.) Commissioner Green moved to approve the expenditure of \$13,000 from the Wildlife Habitat Account to purchase a 47-acre property in Canaan, NH, that abuts and is located between the Mascoma WMA and the HL Webster WMA, and Commissioner Caveney seconded. The vote was unanimous in the affirmative.

5.) Commissioner Temple moved to add \$40,000 from the Wildlife Habitat Account to the Wildlife Division's FY'23 authorized budget of \$40,000 (for a total of \$80,000), for exclusive use in the Wildlife Habitat Enhancement Small Grants Program and Commissioner McInnis seconded. The vote was unanimous in the affirmative.

INFORMATION ITEMS:

1.) Kathy LaBonte, Chief, Business Division, fielded a few questions regarding the financial statement.

She reminded the Commission to submit any outstanding mileage requests to Tanya Haskell, ASAP, in order to be reimbursed for travel made within the Fiscal Year.

2.) Tom Flynn, Facility Manager, Owl Brook Hunter Education Center, introduced Eric Geib, Program Assistant at the Center. Tom reported this is the 20th year that the center has been open. He further reported that the center is dedicated to educating people in the knowledge, skills and behaviors needed to become safe and responsible hunters, trappers and stewards of the state's natural resources.

He reported that Owl Brook is managed by Fish and Game's Hunter Education Program, located on 500-forested acres of land at 387 Perch Pond Road in Holderness, NH. The center was the first facility of its kind in the state. Owl Brook hosts workshops, group programs and special events conducted by Fish and Game staff, Hunter Education and center volunteers, often in partnership with organizations such as the NH Trappers Association and the National Wild Turkey Federation. These activities allow individuals and families to start the lifelong journey of becoming safe and responsible hunters and trappers. As much as possible, the "hands-on" and "learn by participation" approach is used at the center.

The Owl Brook Hunter Education Center was made possible through a grant from the Federal Aid in Wildlife Restoration Act (managed by the U.S. Fish and Wildlife Service), as well as private donations, including support from the Wildlife Heritage Foundation of New Hampshire.

The Owl Brook Hunter Education Center relies upon volunteer assistance from the state's sporting community to accomplish our mission. The center offers basic, advanced and special opportunity classes and workshops on hunting, trapping, shooting, outdoors skills and wildlife management. The center's classroom building, shooting ranges, and interpretive trails and courses are important tools helping Fish and Game pass on the heritage of hunting and trapping to future generations.

3.) Dan Bergeron, Chief, Wildlife Division & Karen Bordeau, Wildlife Biologist, came before the Commission informing them that pheasant prices will be increasing over the next 3 years and costs are outpacing pheasant license revenues. As a result, adjustments will need to be made in the number of pheasants purchased, pheasant license fees, or both. He reported that there is a 3- year bidding process, with birds slightly increasing over the next three years as follows:

2022 - \$13.50/per bird
2023- \$13.70/per bird
2024 - \$13.90 per bird

He reported that the department usually stocks 11,500 birds per year. He further reported that there was an increase in license sales during COVID, however, that is currently on the decline. The cost per bird has increased to a level of not being able to maintain that same number of birds stocked, leaving a decision to either increase the cost of the pheasant license or reduce the number of birds stocked. He reported that an increase in the pheasant license would most likely result in a reduction in license sales. In closing, he reported last year there were 4,800 pheasant licenses sold.

Commissioner Green inquired at what point do we go into a deficit and ask ourselves is it worth having the pheasant program. He suggested getting some input from the pheasant hunters, which may help decide the path going forward.

Much discussion ensued.

4.) Dianne Timmins, Chief, Inland Fisheries Division, came before the Commission seeking approval to expend up to \$20,000 from the Fisheries Habitat Account to restore aquatic connectivity for brook trout and other fish species in Alder Brook and South Branch Stearns Brook located in Success, NH.

She reported that this request would be for the third phase of a multi-year stream connectivity and habitat restoration project in Success, NH. The high elevation streams in Success offer valuable habitat for brook trout and other fish and wildlife. She further reported that this area was identified by Department staff as a high priority for stream restoration in a watershed-wide stream crossing survey conducted in 2018. The entire area is open to hunting & fishing. This request is less than 3% of the overall project costs, which are over \$680,000.

Much discussion ensued.

At this time, Commissioner DeBow moved to change this from an information item to an action item and Commissioner Price seconded. The motion carried with 9 in favor, 1 opposed (R. Green).

Commissioner DeBow moved to approve the expenditure of up to \$20,000 from the Fisheries Habitat Account to restore aquatic connectivity for brook trout and other fish species in Alder Brook and South Branch Stearns Brook located in Success, NH. Commissioner Price seconded. The motion carried with 9 in favor, 1 opposed (R. Green).