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New Hampshire Fish and Game Department

JUN 10 10 12 AM '16

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

May 31, 2016

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 with the Town of Milford (Vendor Code 177503) for \$50,000 to provide partial funding for the Osgood Pond Restoration Project in Milford New Hampshire effective upon Governor and Council approval through July 30, 2017. 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>FY2017</u>
20-07500-21270000-020-500252	Current Expenses	50,000

EXPLANATION

NHFG proposes to provide \$50,000 from the Fisheries Habitat Account to the town of Milford to assist with a dredging project to enhance fish habitat in Osgood Pond. This project will improve fishing opportunities for the citizens of Milford and beyond.

This grant was approved by the Fish and Game Commission at their meeting on May 13, 2015.

Respectfully submitted,


Glenn Normandeau
Executive Director


Kathy Ann LaBonte
Chief, Business Division

REGION 1
629B Main Street
Lancaster, NH 03584-3612
(603) 788-3164
FAX (603) 788-4823
email: reg1@wildlife.nh.gov

REGION 2
PO Box 417
New Hampton, NH 03256
(603) 744-5470
FAX (603) 744-6302
email: reg2@wildlife.nh.gov

REGION 3
225 Main Street
Durham, NH 03824-4732
(603) 868-1095
FAX (603) 868-3305
email: reg3@wildlife.nh.gov

REGION 4
15 Ash Brook Court
Keene, NH 03431
(603) 352-9669
FAX (603) 352-8798
email: reg4@wildlife.nh.gov

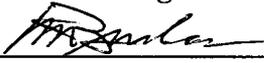
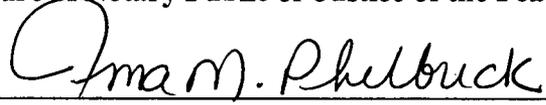
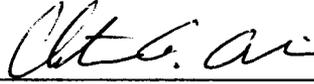
GRANT AGREEMENT

(April 2001 revision)

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Fish and Game Department		1.2. State Agency Address 11 Hazen Drive, Concord, NH, 03301	
1.3. Grantee Name Town of Milford		1.4. Grantee Address 1 Union Square, Milford, NH, 03055	
1.5. Effective Date Upon G&C approval	1.6. Completion Date July 30, 2017	1.7. Audit Date N/A	1.8. Grant Limitation \$50,000
1.9. Grant Officer for State Agency Glenn Normandeau		1.10. State Agency Telephone No. 603-271- 3511	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Mark Bender, Town Administrator	
1.13. Acknowledgment: State of <u>New Hampshire</u> County of <u>Hillsborough</u> , on <u>5/14/16</u> 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.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 		TINA M. PHILBRICK, Notary Public My Commission Expires September 18, 2018	
1.13.2. Name and Title of Notary Public or Justice of the Peace <u>Tina M. Philbrick, Notary - Town of Milford</u>			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) <u>Glenn Normandeau Esq. Dir.</u>	
1.16. Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>6/14/16</u>			
1.17. Approval by the Governor and Council <p align="right">On: / /</p>			

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

Initials FRB

Date 5/16/14

- 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 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 MS

Date 5/14/14

Exhibit A
Scope of Services

The Town of Milford shall perform the following tasks as described in the Request For Proposal, Osgood Pond Dredging Project:

1. Work efforts to be provided shall include but not be limited to:
 - a. Clearing and grubbing as needed.
 - b. Furnishing and installing BMP's as required.
 - c. Maintaining existing access roads.
 - d. Dredging of spoils to depths and in areas indicated on the approved plans entitled Osgood Pond Restoration Project – Mason Road and Osgood Road – Milford, New Hampshire, November 5, 2013 or as otherwise agreed.
 - e. Reclamation of disturbed areas.
 - f. Removal of spoils to an area as agreed. (Spoils brought to the “Brox” pit shall be deposited in an area determined by and prepared by the Town.
 - g. Street sweeping utilized roads as needed to maintain a clean condition.
2. Work shall completed within a reasonable period of time but no later than July 30, 2017.

Exhibit B
Contract Price and Method of Payment

All services shall be performed to the satisfaction of the New Hampshire Fish and Game Department before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of an associated invoice.

Exhibit C
Special Provisions

None

Initials: AMS
Date: 5/14/16

TOWN OF MILFORD

BOARD OF SELECTMEN



BOARD OF SELECTMEN DECREE

The Milford Board of Selectmen hereby authorizes its Town Administrator, Mark Bender, to sign a Grant Agreement with the State of New Hampshire. The grant will provide \$50,000 from the New Hampshire Fish and Game Department's Fisheries Habitat Fund to be used towards the Restoration of Osgood Pond in Milford New Hampshire.

Board of Selectmen for the Town of Milford:

Mark Bender

Kathrine Bauer

Gary L. Daniels



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Milford 1 Union Square Milford, NH 03055	Member Number: 239	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2015	7/1/2016	Each Occurrence	\$ 1,000,000
	7/1/2016	7/1/2017	General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Grant. The certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 15 days prior to cancellation.

CERTIFICATE HOLDER:	X	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
State of NH- Fish & Game 11 Hazen Dr Concord, NH 03301				By: <i>Tammy Denver</i>
				Date: 6/13/2016 tdenver@nhprimex.org Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-3833 fax



NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i> Town of Milford 1 Union Square Milford, NH 03055		<i>Member Number:</i> 239	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not		
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence		
			General Aggregate		
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> Statutory		
			Each Accident	\$2,000,000	
			Disease – Each Employee	\$2,000,000	
			Disease – Policy Limit		
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange By: <i>Tammy Denver</i> Date: 6/13/2016 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
State of NH- Fish & Game 11 Hazen Dr Concord, NH 03301			

NEW HAMPSHIRE FISH AND GAME DEPARTMENT

MAY 13, 2015 COMMISSION MEETING

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

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

Commissioners absent/excused: All present

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 Hubert moved to approve the April 8, 2015 Commission Minutes as written and Commissioner Morse seconded. The vote was unanimous in the affirmative.

2.) 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 Greco moved to approve items 2a-2e as presented below and Commissioner Ryan seconded. The vote was unanimous in the affirmative.

2a.) Commission accepted a donation in the amount of \$430.00 from J.P. Morgan, in memory of Ekaterina “Kate” Matrosova, who perished while climbing Mt. Madison-Mt. Adams, Thompson & Meserves Purchase, in NH, in February, 2015. Donation to be deposited into the Search & Rescue Account.

2b.) Commission accepted the following monetary donations totaling \$225.00 to the “Let’s Go Fishing” Program, in memory of David Allen:

*Susan & Stephen Story -	\$100.00
*Steven Sutherland -	\$ 50.00
*Steve Dillon -	<u>\$ 75.00</u>
	\$225.00

2c.) Commission accepted a donation in the amount of \$2,000 from the Laconia Rotary Club, to be utilized for Inland Fisheries Management, specifically for the purchase of high quality fish food for landlocked salmon.

2d.) Commission accepted the donation of survey equipment required for stream crossing assessments from The State Council of Trout Unlimited, valued at approximately \$500.00.

2e.) Commission accepted the following donations to the "Let's Go Fishing" Program:

*Jiffy Auger Pro-4 – donated by Dave Heater, valued at \$499.00.

*Assorted fly fishing flies donated by Ron Sowa, valued at \$456.50.

Chairman Tichy announced that the awards segment of the meeting would take place next.

Major Kevin Jordan, Acting Chief of Law Enforcement, presented the following Law Enforcement Awards:

Conservation Officer Delayne Brown of Contoocook was honored with the 2014 Shikar-Safari International Wildlife Officer of the Year Award. Delayne is a member of the Advanced Search and Rescue Team, the NH Fish and Game Dive Team, the Conservation Officer Honor Guard, as well as being a Field Training Officer and background investigator. "Brown is always ready to assist younger less experienced officers whenever the need arises," said Major Kevin Jordan.

Conservation Officer Glen Lucas of Lancaster was named the 2014 Northeast Conservation Law Enforcement Chiefs Association Officer of the Year. He is a member of the NH Fish and Game Airboat Team, background investigator and defensive tactics instructor. "Officer Lucas is a tenacious investigator and someone who absolutely refuses to give up," said Jordan.

Captain Wimsatt presented the OHRV Safety Education Instructors Award to Arthur Beauchemin of Colebrook. "Arthur has donated countless hours teaching youngsters and adults alike how to safely enjoy the sport of snowmobiling and OHRV recreation," said Captain John Wimsatt. "He has an uncanny ability to get the trails cleared and groomed while building positive relations with landowners and town officials."

Major Jordan thanked the family of Officers Brown & Lucas for their support.

On behalf of the Commission, Chairman Tichy thanked the award recipients for their hard work & dedication.

3.) Commissioner Ryan moved to accept the donation of up to \$16,000 from the Ammonoosuc Chapter of Trout Unlimited, to hire seasonal laborers to perform brook trout habitat survey and population assessments on various streams in the Ammonoosuc River Watershed and Commissioner Phillipson seconded. The vote was unanimous in the affirmative.

4.) John Magee, Fisheries Biologist II, 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 Falls Brook in Swanzey, NH.

John reported that in 2006, Inland Fisheries Staff collaborated with other organizations to restore aquatic connectivity in the Ashuelot River watershed. He reported that the initial work was to survey close to 700 road stream crossings, which was done by the Nature Conservancy in 2006 & 2007. They were further prioritized with additional, more detailed stream crossing surveys in 2010 conducted by Inland Fisheries Staff & Trout Unlimited.

He reported that this more recent work identified three crossings that were the highest priority for restoring aquatic connectivity, specifically for brook trout. One of those crossings being on Falls Brook in Swanzey, NH. Falls Brook and its tributaries are accessible by the public for fishing at many locations.

Much discussion ensued.

At this time, Commissioner McGonagle moved to expend up to \$20,000 from the Fisheries Habitat Account to restore aquatic connectivity for brook trout and other fish species in Falls Brook in Swanzey and Commissioner Morse seconded. The vote was unanimous in the affirmative.

5.) Kent Gustafson, Game Program Supervisor, came before the Commission seeking approval to adopt the Department's final rule proposal pertaining to 2015 moose permit allocations and limits on the use of chocolate as a component of bear bait.

Commissioner Patch moved to adopt the Department's final rule proposal pertaining to the 2015 moose permit allocations, with a reduction to 105 permits statewide, Commissioner Greco seconded. The vote was unanimous in the affirmative.

Commissioner Phillipson moved to adopt the Department's final rule proposal pertaining to limits on the use of chocolate as a component of bear bait as stated below, Commissioner McGonagle seconded.

A.) For the 2015 black bear baiting season, no person shall establish, tend, or hunt over a bait containing chocolate or any cocoa derivative, however, during the 2015 bear baiting season only, donuts, pastries, or other baked goods containing chocolate or cocoa derivatives may be used as bait.

B.) For the 2016 black bear baiting season and for all subsequent black bear baiting seasons, no person shall establish, tend, or hunt over a bait containing chocolate or any cocoa derivative.

C.) White chocolate may be used as bait during the 2015 black bear baiting season and all subsequent black bear baiting seasons.

Commissioner Phillipson stated, "Nobody wants to see wildlife die needlessly, whether it's a black bear or a squirrel."

Commissioner Tichy stated, "There are a lot of alternative bait sources."

Kent Gustafson stated, "This is the responsible thing to do & most affective to reduce chocolate toxicity to wildlife."

Commissioner Patch stated, "I rely on Department Staff & the Conservation Officer's judgment on this subject."

6.) Fred Elkind, Environmental Coordinator, Town of Milford, came before the Commission at the March 11, 2015 Commission Meeting and requested to utilize habitat funds to assist with the Osgood Pond Project.

Commissioner Morse moved to approve the expenditure of up to \$50,000 from the Fisheries Habitat Account, to assist with funding for the Osgood Pond Project and Commissioner Phillipson seconded. The vote carried with 8 in favor, 1 opposed (B. Carr).

INFORMATION ITEMS:

1.) Kathy LaBonte, Chief, Business Division, presented the monthly financial statement dated April 30, 2015 (See attached)

Information Item #2 was heard at the beginning of the meeting, after the consent agenda.

3.) Doug Grout, Chief, Marine Division, came before the Commission and provided an overview of changes to gear requirements for lobster pots and traps & an overview of groundfish restrictions. (See attached).

4.) Jason Smith, Chief, Inland Fisheries Division, came before the Commission and provided an overview of proposed changes to the Fisheries Administrative Rules. (See attached).

5.) Kent Gustafson came before the Commission and provided an overview of the final draft of the 2016-2025 Game Management Plan. (See attached).

Kent thanked the Commission for their involvement in the plan. He asked that the Commission bring forward any comments or suggested revisions at the June 10, 2015 Commission Meeting.

STANDING COMMITTEES:

POLICY COMMITTEE: Commissioners; Commissioners McGonagle & Clews.

Commissioner Tichy asked that the Policy Committee review the proposed bobcat season and make any recommendations to the full Commission.

LEGISLATIVE COMMITTEE: Commissioner Morse, Chair; Commissioners Hubert, Greco, Patch, and Baldwin. Commissioner Morse reported that the committee did not meet.

RIVERS COMMITTEE: Commissioner Ryan: Commissioner Ryan reported that the Rivers & Lakes Committees would be meeting jointly in June.