



New Hampshire Fish and Game Department

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Web site: www.WildNH.com

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FAX (603) 271-1438
E-mail: info@wildlife.nh.gov

Glenn Normandeau
Executive Director

March 6, 2019

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 to enter into a **grant agreement** with Wagner Forest Management, Ltd (VC #253593) of Lyme, NH in the amount of \$30,000 to fund construction of 3,200 feet of woods road to facilitate public access to nearly 2,000 acres of well-managed habitat for upland gamebirds, snowshoe hare, deer, moose, and bear effective upon Governor and Council approval through December 15, 2039. Funding is 100% Game Management Account.

Funding for this grant agreement is available in the Wildlife Habitat Conservation account, as follows:

03 75 75 751520-21580000 Wildlife Program – Game Management

20-07500-21580000-304-500841	Research and Management	<u>FY19</u> \$30,000.00
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Explanation

Since 2008, Wagner Forest Management, Ltd. has been working with the Wildlife Management Institute (WMI) and other partners to improve habitat on 4,800 acres on three properties in the towns of Carrol and Bethlehem. Timber harvests and brontosaurus work are occurring on this forest complex on a regular basis to maintain productive young forest cover for woodcock and grouse. Wildlife openings and evening roost fields are also being created and maintained. All of these habitat improvements will greatly benefit a variety of game and nongame species dependent on young forest habitat. All but 2,000 of this 4,800-acre managed forest are readily accessible to hunting and other public recreation. The remaining 2,000 acres would become publicly accessible with the addition of 3,200 feet of woods road built to accommodate standard vehicle passage. Wagner has requested \$30,000 from the NH Fish and Game Department to complete the road for the benefit of upland gamebird, snowshoe hare, deer, bear and moose hunters and other wildlife recreationalists who will benefit from all of the habitat improvements.

Per RSA 206:34-b, this item was presented and approved by the NH Fish and Game Commission at their December 12, 2018 meeting (meeting minutes attached).

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte
Chief, Business Division


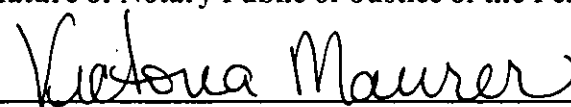


GRANT AGREEMENT

(April 2001 revision)

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Fish and Game Dept		1.2. State Agency Address 11 Hazen Dr, Concord, NH 03301	
1.3. Grantee Name Wagner Forest Management, Ltd.		1.4. Grantee Address PO Box 160, 150 Orford Road, Lyme, NH 03768	
1.5. Effective Date G&C approval	1.6. Completion Date December 15, 2039	1.7. Audit Date NA	1.8. Grant Limitation \$30,000.00
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 Daniel Hudnut, Vice President	
1.13. Acknowledgment: State of <i>New Hampshire</i> , County of <i>Grafton</i> , on <i>JAN 18/19</i> , Before the undersigned officer, personally appeared the person identified in block 1.11., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.12., and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name and Title of Notary Public or Justice of the Peace <i>VICTORIA MAURER</i> VICTORIA MAURER, Notary Public My Commission Expires March 13, 2020			
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 (Form, Substance and Execution) By:  Assistant Attorney General, On: <i>3/19/19</i>			
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

Initials DJ Date 1/18/19

- 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 DT Date 1/18/19

Grant Agreement

Road Construction to Facilitate Public Access to Nearly 2,000 Acres of Intensively Managed Wildlife Habitat

The NH Fish and Game Department (NHFG) agrees to grant Wagner Forest Management Ltd (Wagner) up to \$30,000.00 for the construction of 3,200 feet of forest road to facilitate public access to nearly 2,000 acres of intensively managed wildlife habitat for woodcock specifically, but also beneficial for grouse, snowshoe hare, deer, moose, and bear. The property in question is part of a 4,800-acre complex of managed forests in the towns of Bethlehem and Carroll that are owned by Bayroot, LLC and managed by Wagner.

Since 2008, Wagner has been working with the Wildlife Management Institute (WMI) and other partners to improve woodcock habitat on the 4,800 acres. Timber harvests and brontosaurus work are occurring on this forest complex on a regular basis to maintain productive young forest cover for woodcock and grouse. Wildlife openings and evening roost fields are being created and maintained, which are important for woodcock and other species dependent on young forest habitat. All but approximately 2,000 acres of this 4,800-acre managed forest are currently accessible for public hunting. The remaining 2,000 acres will become publicly accessible with the addition of 3,200 feet of woods road built to accommodate standard vehicle passage.

Exhibit A

Scope of Services

Upon approval of this Grant Agreement by Governor and the Executive Council, Wagner agrees to the following:

1. Wagner will construct 3,200 feet of gravel woods road to fully complete the Wilderness Road and to complete the connection of the Wilderness Road Tract with the Warren's Access Tract (Figure 1). The road will be constructed to allow passage of standard motor vehicles and will be completed by August 31, 2019.
2. Wagner will take no actions to restrict public pedestrian access to the property or pedestrian and vehicular access along existing roads including the road to be constructed under this grant for hunting, fishing, and wildlife watching access, from May 15 to December 15 of each year through 2039. If Wagner feels the road should be closed to public vehicular access prior to December 15 in any year, Wagner will contact NH Fish and Game Region1 Biologist for review and approval before locking the gate.

Initials: DH

Date: 1/18/19

3. Wagner agrees to notify NHFG in writing within 30 days following any event or change in policy that would require Wagner to terminate this agreement prematurely.
4. If Wagner terminates this agreement before December 15, 2039, Wagner agrees to reimburse NHFG as follows:
 - o If termination occurs before December 15, 2029, Wagner will reimburse NHFG the amount of (i) \$175 per month for each month remaining before December 15, 2029 plus (ii) the total amount of the grant paid to Wagner less \$21,000.
 - o If termination occurs on or after December 15, 2029, Wagner will reimburse NHFG the amount of (i) \$75 per month for each month remaining before December 15, 2039.
5. Grant funds provided by NHFG may be used solely for the construction of 3,200 feet of woods road in the agreed upon location as depicted in Figure 1. NHFG will not be liable for any costs associated with road maintenance of said road after construction or on any other section of Wilderness Road or other roads owned by Bayroot, LLC or managed by Wagner.

Exhibit B

Method of Payment

1. Wagner will submit no more than four invoices seeking reimbursement for actual costs of road construction. Each invoice should provide a breakdown of actual costs (e.g., number of hours and cost/hour for machinery and operators, or materials). Invoices shall be submitted to:

Jim Oehler
NH Fish and Game Department
11 Hazen Dr.
Concord, NH 03301

2. Within 30 days of NHFG's receipt of each invoice, NHFG shall either notify Wagner in writing that the invoice has been rejected, listing reasons therefore, or shall issue payment to Wagner.
3. Total payment for the four invoices shall not exceed \$30,000.00.

Exhibit C

Special Provisions

1. Paragraph 17, Insurance and Bond, of Grant Provisions shall only apply to the construction phase of this agreement.

Initials: JO
Date: 1/18/19

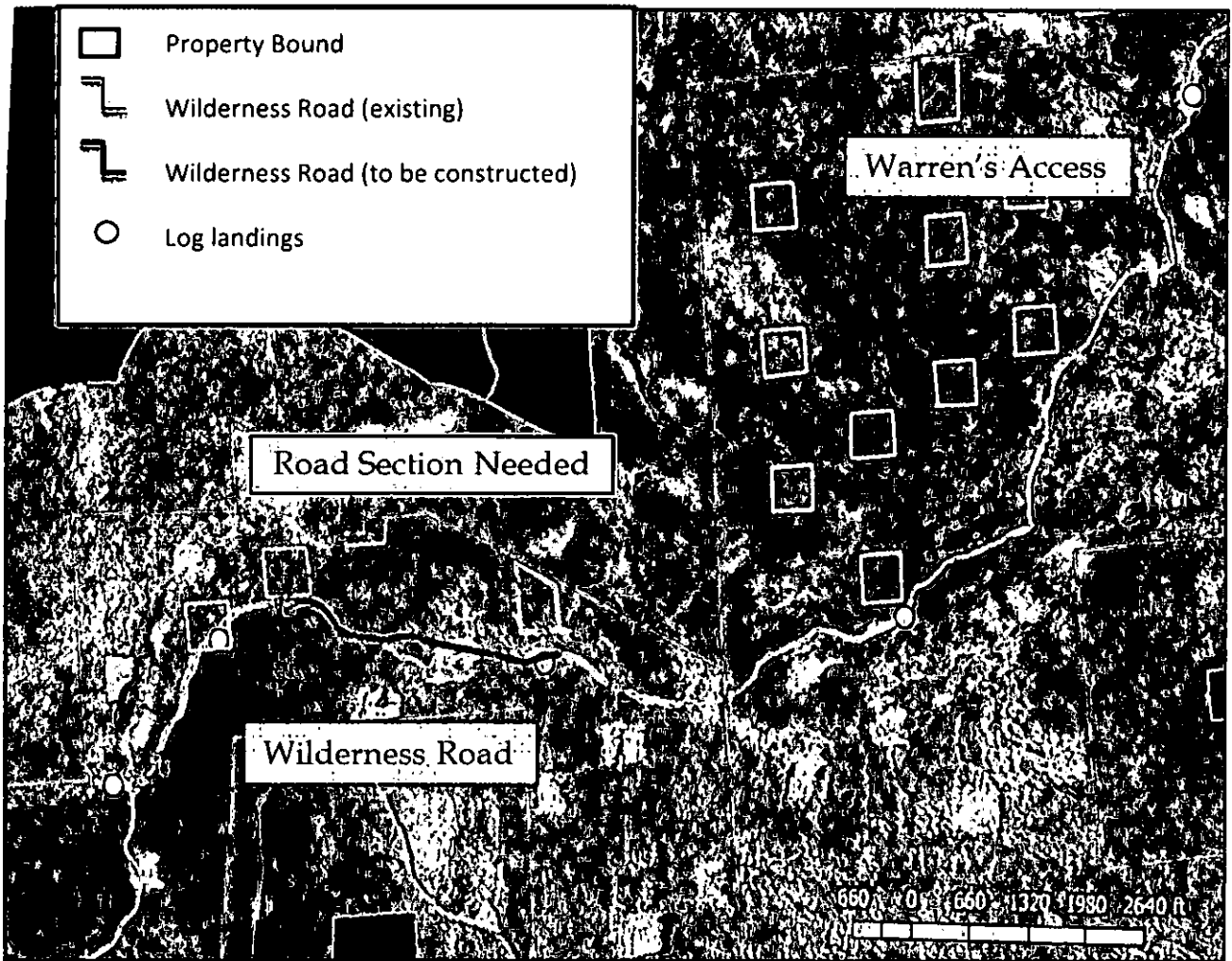


Figure 1. Map of section of road needed to be constructed to finish Wilderness Road and to connect the Wagner-managed Wilderness Road Tract with the Warren's Access Tract in Bethlehem, NH, which will provide public vehicular access to nearly 2,000 acres of land managed for wildlife.

Initials: DA
 Date: 1/18/19

State of New Hampshire

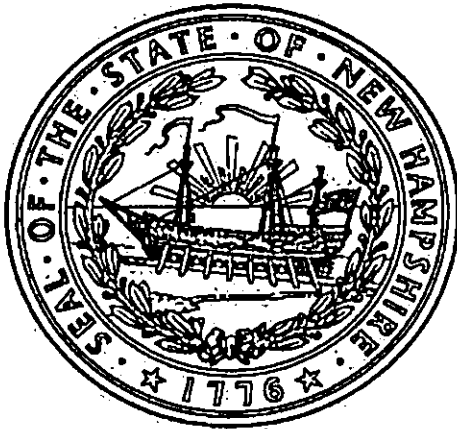
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WAGNER FOREST MANAGEMENT, LTD. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on November 29, 1977. 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: 21217

Certificate Number: 0004225519



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of December A.D. 2018.

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

William M. Gardner
Secretary of State



CERTIFICATE OF VOTE

I, Colleen Lyons, Secretary of Wagner Forest Management, Ltd. do hereby certify that:

1. I am the duly elected Secretary of Wagner Forest Management, Ltd.
2. Daniel H. Hudnut is a duly elected Executive Vice President of Wagner Forest Management, Ltd.
3. The following is a true copy of a resolution duly adopted by the Board of Directors of Wagner Forest Management, Ltd. by unanimous consent effective as of December 24, 2018.

“RESOLVED that Executive Vice President Daniel H. Hudnut is hereby authorized to enter into a contract (relating to the completion of a road segment in Bethlehem, NH and related public access to Wagner-managed lands) with the State of New Hampshire, acting through its Fish and Game Department, and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as he may deem necessary or desirable to effect the purpose of these resolutions.”

4. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of the date of this Certification.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of Wagner Forest Management, Ltd., this 27th day of December 2018.

Colleen Lyons, Secretary

STATE OF NEW HAMPSHIRE,
COUNTY OF HILLSBOROUGH

On this the 27th day of December 2018, before me, the undersigned officer, personally appeared Colleen Lyons, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.



Notary Public / Commissioner of Deeds

Nancy Toli

Print name as signed



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2019

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 475C High Street Somersworth NH 03878	CONTACT NAME: Amethyste Spardel PHONE (A.C. No. Ext): (603) 742-2552 E-MAIL ADDRESS: aspardel@crossagency.com	FAX (A.C. No.): (603) 742-4509
	INSURER(S) AFFORDING COVERAGE	
INSURED Wagner Forest Management, Ltd. 150 Orford Road Lyme NH 03768	INSURER A: The Charter Oak Fire Ins Co	25615
	INSURER B: Travelers Property Casualty Company of America	25674
	INSURER C: The North River Insurance Co	
	INSURER D: The Phoenix Ins Co	25623
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19-20 Master GL - AIs **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR YVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	6304K07255A	01/01/2019	01/01/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Employee Benefit	\$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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 <input type="checkbox"/> AUTOS ONLY			BA2L457713	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Uninsured motorist	\$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			5811111414	01/01/2019	01/01/2020	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
D	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	N/A	UB4K075201	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insurance afforded by the policies described herein is subject to all the terms, exclusions, warranties and conditions of such policies. 10 Day Cancellation for Non-Payment of Premium.

CERTIFICATE HOLDER NH FISH AND GAME DEPT 11 HAZEN DR. 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 <i>Amethyste L. Spardel - AAI-M</i>

NEW HAMPSHIRE FISH AND GAME DEPARTMENT

DECEMBER 12, 2018 COMMISSION MEETING

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

Commissioners Present: R. Phillipson, T. Baldwin, E. Millette, C. Hodgdon, R. Green, B. Carr, P. McInnis, D. Patch, C. Luppi, B. Temple & E. Stohl.

Commissioners absent/excused:

Executive Director Normandeau – Present

Chairman Phillipson called the meeting to order at 1:00 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 Carr moved to approve the October 10, 2018 Commission Minutes as written and Commissioner Patch seconded. The vote carried with 9 in favor and 1 abstention, (P. McInnis).

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 Patch moved to approve consent agenda items 2a & 2e as presented below and Commissioner Millette seconded. The vote was unanimous in the affirmative.

2a.) Commission accepted the donation of a Round Whitefish mount from Jennifer Perkins, of Wild Things Taxidermy, Alexandria, NH, to be displayed at the Region 2 Fish & Game Office.

2b.) Commission accepted the donation of \$25.00 from Susan McDonald, supporter of Salmon Sunday, to be utilized by the Inland Fisheries Division.

2c.) Commission accepted the donation of \$1.00 from the National Wild Turkey Federation, South Strutters of NH, to be utilized by the Inland Fisheries Division.

2d.) Commission accepted the donation of fly fishing & fly tying equipment, valued at \$500.00, from Mrs. Sidney Diekman, New London, NH, in memory of Paul Diekman.

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

Abigail Prescott, Penacook, NH - \$50.00 in memory of Bliss Magoon, Loudon, NH.
Charles & Constance Dwinal, Laconia, NH - \$30.00 in memory of James Makris, Laconia, NH.

3.) Commissioner Green moved to approve utilizing up to \$900.00 from the "Sale of Fish Food Account" to purchase 2 new pH meters and accessories from Pentair Aquatic Eco-Systems for the Berlin and Warren Hatcheries and Commissioner Baldwin seconded. The vote was unanimous in the affirmative.

4.) Commissioner Stohl moved to approve the expenditure of \$11,075.00 from the Fisheries Habitat Account to cover the cost of the FY'19 Dam Registration Fees assessed by the Department of Environmental Services, Dams Bureau and Commissioner Hodgdon seconded. The vote was unanimous in the affirmative.

5.) ~~Jim Oehler, Habitat Biologist, came before the Commission requesting to expend \$30,000 from the Game Management Account for the construction of 3,200 feet of a woods road to facilitate public access to nearly 2,000 acres of well-managed habitat for upland gamebirds, snowshoe hare, deer, moose and bear.~~

Much discussion ensued.

Commissioner Carr expressed serious concern over the potential for Bayroot to sell the property in question in the near future. He stated, "There is a lot of speculation here, we are unsure of the economy. We already have access, just not road access. I have an issue with private companies making money off us."

Commissioner Luppi reported that she walked the property on Sunday, December 9, 2018, and thought it was great for sportsmen. She reported that she found it more than accessible for someone like herself, who is very mobile, to access and did not see the need for additional access and spending \$30,000. She stated, "It looked like it could be a future development and I'd rather see that \$30,000 used for something we will own forever."

Ray, Bayroot Project Leader, assured the Commission that there has been no talk or discussion of any plans to change ownership of the property.

Commissioner Stohl reported that this road would provide access to Coos & Grafton Counties. He stated, "Personally, I will support to build the road to provide better access for my constituents to get to Grafton County from Coos County."

Commissioner Patch stated, "Look what we are spending and what public access we are getting. I think this would provide better access for the sportsmen."

Commissioner McInnis moved to approve expending \$30,000 from the Game Management Account to fund construction of 3,200 feet of a woods road to facilitate public access to nearly 2,000 acres of well-managed habitat for upland gamebirds, snowshoe hare, deer,

moose, and bear and Commissioner Hodgdon seconded.

Commissioner Millette stated, "They are going to complete the access road regardless." Mark Ellingwood, Chief, Wildlife Division, stated, "This is a good deal for the sportsmen of the State. We feel this is a wise investment from the department's perspective and a worthwhile program."

Commissioners Baldwin & Green both expressed concerns over prior financial investments/donations made to Bayroot by the department and inquired as to what projects the monies were used for.

Jim Oehler responded that he would have to do some research in order to answer that.

Commissioner McInnis moved the question and Commissioner Carr seconded. The vote was unanimous in the affirmative.

~~The motion on the table carried with 5 in favor, 4 opposed and 1 abstention (T.~~

~~Baldwin).~~

LATE ITEM:

1.) Chairman Phillipson reported that the NH Fish & Game Commission has the responsibility of appointing someone to represent them on the Commission to Study the Effectiveness of the Current Statutes Related to Management of Non-tidal waterways and the Construction or Replacement of Structures within them.

Chairman Phillipson inquired as to whether anyone on the Fish & Game Commission wished to serve as the designated representative. He announced that Mark McConkey, of Freedom, NH, has inquired and volunteered to represent the Fish & Game Commission on this Commission.

Mark McConkey was present and stated, "If appointed as your designee, I pledge to keep you informed of the process and I will faithfully represent your interests."

Commissioner Stohl moved to nominate Mark McConkey to represent the Fish & Game Commission on the Commission to Study the Effectiveness of the Current Statutes Related to Management of Non-tidal waterways and the Construction or Replacement of Structures within them and Commissioner Patch seconded. The vote was unanimous in the affirmative

Mark thanked the Commissioners for their confidence in him and stated, "I look forward to serving you on this Commission."

2.) Conservation Law Foundation Lawsuit – Chairman Phillipson reported that one of the named entities in the lawsuit is the Fish & Game Commission. He reported that he would like to get a motion to waive the requirement of service, in order for everyone to be represented by the Attorney General's Office.