



# New Hampshire Fish and Game Department

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Scott R. Mason  
Executive Director

37

June 21, 2023

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

### REQUESTED ACTION

The New Hampshire Fish and Game Department (NHFG) respectfully requests authorization to enter into a Memorandum of Agreement (MOA) with the Conservation Land Stewardship Program (CLS), Concord, NH in the amount of \$70,000 to provide monitoring and stewardship services of the State's interest in privately owned conservation lands held by NHFG, effective from the date of Governor and Council approval to June 30, 2025. Funding is 75% Federal, 25% Wildlife Habitat Account.

Funds are anticipated to be available in the following account for Fiscal Years 2024 and 2025, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

03 75 75 751520-21550000 - Wildlife Program - Wildlife Habitat Conservation

|  | <u>FY 2024</u> | <u>FY 2025</u> |
|--|----------------|----------------|
| 20-07500-21550000-049-584902 - Transfers to Other State Agencies | \$35,000       | \$35,000       |

### EXPLANATION

This MOA provides funding to the CLS to monitor and provide stewardship services of the State's interest in privately owned conservation lands held by NHFG. Stewardship and monitoring of many of these easements is required under the federal funding that supported the original acquisition. CLS monitors and stewards the 86 state-held conservation easements acquired through the former Land Conservation Investment Program. Providing monitoring and stewardship support for other state-held easement interests through CLS, minimizes duplication of effort and enables cost-saving efficiencies since many of these additional state-held easements are contiguous with properties that the program is already responsible for. It allows the same stewardship standards for all easement lands, provides staff expertise to appropriately represent the State's interests, and helps to provide a consistent interpretation of easement language.

Respectfully submitted,

Concurred,

Scott R. Mason, Executive Director  
NH Fish and Game Department

Stephen G. Walker, Director  
Conservation Land Stewardship

**State of New Hampshire**  
**MEMORANDUM OF AGREEMENT**  
**between the**  
**CONSERVATION LAND STEWARDSHIP PROGRAM**  
**and the**  
**NEW HAMPSHIRE FISH AND GAME DEPARTMENT**

**Whereas**, the Conservation Land Stewardship Program [CLSP] is a duly constituted agency or branch of government of the State of New Hampshire;

**Whereas**, the NH Fish & Game Department [NHFG] is a duly constituted agency or branch of government of the State of New Hampshire;

**Whereas**, a stewardship program (now referred to as CLSP) was established through RSA 162-C:8 to provide monitoring and oversight of the lands acquired through the Land Conservation Investment Program;

**Whereas**, RSA 212:7 grants NHFG the authority to purchase lands to further the Department's mission of wildlife conservation;

**WHEREAS**, the NHFG holds 51 conservation easements which it wishes to see monitored annually to ensure the habitat and public access values that were purchased are maintained per easement terms and to ensure compliance with federal funding rules and regulations;

**WHEREAS**, the CLSP has the technical expertise to efficiently carry out easement monitoring and stewardship activities; and

**WHEREAS**, NHFG and CLSP both wish to have CLSP carry out the easement monitoring on the 51 conservation easements that NHFG holds;

**NOW, THEREFORE**, the parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. NHFG agrees to:
  - A. Pay CLSP an amount not to exceed \$35,000 for FY24 and \$35,000 for FY25 from account 20-07500-21550000-049-584902 for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.
  - B. Perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.
2. CLSP agrees to:
  - A. Perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.
3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit B, such exhibit being hereby incorporated by reference.

4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
5. The Memorandum of Understanding is effective until June 30, 2025.
6. This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least 30 days prior to termination.
7. The Parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the Parties and are not legally enforceable.
8. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
9. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
10. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
11. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
12. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings relating hereto.
13. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

14. FOR CLSP:

Stephen G Walker  
Stephen G. Walker, Director  
Conservation Land Stewardship Program

June 29, 2023  
Date

15. FOR NHFG:

Scott R. Mason  
Scott R. Mason, Executive Director  
NH Fish and Game Department

7/6/23  
Date

Approved by the New Hampshire Department of Justice for form, substance, and execution:

By: K. Allen Brooks . On: 7/12/23  
[Print Name of Assistant Attorney General: ]

Date Approved by the Governor and Executive Council By:

\_\_\_\_\_ . On: \_\_\_\_\_

EXHIBIT A  
SCOPE OF SERVICES

**Conservation Land Stewardship Program**

CLSP, agrees to:

1. Conduct easement monitoring annually (typically every 11-14 months) on each parcel listed in Table 1. This shall include, where practical, a personal contact/visit with the landowner or their representative to discuss the easement and any proposed or undertaken activities related to it; and
2. Maintain hard and electronic copies of all correspondence, monitoring reports and information regarding changes of address, changes in land management that may affect wildlife habitat, other land management issues, etc. for each parcel; and
3. Maintain a database to track parcels, landowners, status, etc.; and
4. Coordinate with NHFG to explore methods for improving stewardship and monitoring outcomes such as employing new technologies.
5. Provide NHFG with copies of all monitoring reports and correspondence for each parcel; and
6. Meet with NHFG as necessary to review the status of parcels and to resolve any problems which may arise; and
7. Work with landowners, perform additional site visits as necessary, and document efforts to resolve problems, interpretation, or enforcement issues that may arise; and
8. Serve as the point of contact for requests by the Grantor of activities requiring prior Grantee approval and coordinate with NHFG as necessary to insure that review and approval/disapproval is conducted as required by any conservation easement deed that is part of this Agreement; and
9. Assign the CLSP Program Director, or other CLSP staff as necessary, to oversee and ensure that easement monitoring is conducted at levels consistent with CLSP policies and procedures.

**NH Fish and Game Department**

NHFG agrees to:

1. Continue to provide all technical services and monitoring related to management of wildlife habitat, forestry, and agriculture, and keep CLSP informed of said activities; and
2. Meet with CLSP as required to review progress of the program and to assist with monitoring if necessary (as requested); and

3. Provide technical support to CLSP regarding the prevention, or enforcement of violations or diminution of the terms of any conservation easement deed which is part of this agreement. NHFG shall have final determination of the disposition of enforcement of the terms of any easement; and
4. Review and approve/disapprove actions of the Grantor as required by any conservation easement deed which is part of this Agreement;
5. Assign responsible staff to serve as the contact person with CLSP regarding any provision of the Agreement; and
6. Provide on an as available basis and as appropriate, a high clearance vehicle and/or an all-terrain vehicle if needed only for NHFG parcels with difficult access; and

This Agreement applies only to the **51** conservation easements listed in Table 1 over the contract period, and may be expanded in future years as agreed upon by NHFG and CLSP.

Table 1. List of Conservation Easement Properties Covered Under this MOU

| TOWN                     | Original GRANTOR                           | Ac.            | Current LAND OWNERS              | Date Acquired |
|--------------------------|--|----------------|----------------------------------|---------------|
| Bartlett                 | LBO (Attitash / Bear Peak)                 | 17             | Attitash-Bear Peak               | 8/21/1995     |
| Bow                      | Town of Bow (4 tracts)                     | 382            | Town of Bow                      | 3/15/1999     |
| Canterbury               | NH Int. Speedway, Inc.                     | 10.2           | NH Motor Speedway                | 6/13/2000     |
| Clarksville              | Rudolph & Joan Shatney Trusts              | 4              | Domanico, Kathleen & John        | 7/5/2000      |
| Durham                   | Evelyn Brown & Marion Beckwith             | 23             | UNH                              | 2/13/1995     |
| Durham                   | Evelyn Brown & Marion Beckwith             | 67             | Pamela McPhee Trust              | 2/13/1995     |
| Durham                   | Evelyn Brown & Marion Beckwith             | 28             | Graf, Frank & Joan               | 2/13/1995     |
| Durham                   | Minichiello (Dame Road) TNC/GB             | 95             | SPNHF                            | 12/24/2003    |
| Durham                   | Winecellar Farm-TNC/GB                     | 209.8          | Daly, Tom & Erin                 | 3/31/2006     |
| Durham/Newmarket         | Pearson-TNC/GB                             | 75             | Parkin, Deborah & Michael        | 9/5/2003      |
| Durham/Newmarket         | Popov II - TNC/GB                          | 82.36          | Popov, Christopher / Love, Lela  | 11/3/2008     |
| Effingham                | TNC- Wilkinson Brook                       | 201.6          | The Nature Conservancy           | 5/9/2005      |
| Enfield                  | Controlled Environment Corp. (Enfield WMA) | 25.46          | Eastman Community Assoc.         | 12/26/1974    |
| Enfield/Grantham         | Controlled Environment Corp. (Enfield WMA) | 200            | Eastman Community Assoc.         | 12/27/1989    |
| Enfield/Grantham         | Edmond & Dorothy Goodwin (Enfield WMA)     | 218.8          | NHF&G                            | 12/27/1989    |
| Exeter                   | Morgan Ryan Realty Trust                   | 88.8           | Town of Exeter                   | 9/2/2010      |
| Farmington               | Town of Farmington-Mad R I./French         | 61.3           | Town of Farmington               | 1/16/2001     |
| Farmington               | Town of Farmington-Mad R II./Dubois        | 197            | Town of Farmington               | 9/15/2006     |
| Hampton                  | Martin & Kathleen Battock                  | 4.5            | Town of Hampton                  | 9/11/1973     |
| Hampton                  | Martin & Kathleen Battock                  | 1.13           | Town of Hampton                  | 9/11/1973     |
| Hampton                  | Martin & Kathleen Battock                  | 6              | Town of Hampton                  | 6/1/1978      |
| Hancock                  | Harris Center (Powerdermill Pond WMA)      | 37             | Dillon, Ann                      | 3/25/1997     |
| Hancock                  | Prospect Hill (Carpenters Marsh WMA)       | 193            | Town of Hancock                  | 10/19/2007    |
| Hanover                  | Lyme Timber                                | 31.8           | Bear Hill Conservancy Trust      | 6/11/1996     |
| Hanover                  | John T.B. Mudge                            | 8.14           | Harjes, Henry & Judy             | 12/3/2004     |
| Hanover                  | Virginia Moister                           | 27.3           | Lubrano, Steve and Allegra       | 1/20/1999     |
| Litchfield               | Pleasant View Country Club                 | 19.5           | Town of Litchfield               | 8/29/1995     |
| Loudon                   | NH Int. Speedway, Inc.                     | 25.85          | NH Motor Speedway                | 9/28/1998     |
| Loudon/Canterbury        | NH Int. Speedway, Inc. (4 tracts)          | 181.51         | NH Motor Speedway                | 7/23/2004     |
| Lyndeborough/Mont Vernon | SPNHF (Piscataquog WMA)                    | 78.8           | Cassidy, David                   | 4/24/1990     |
| Merrimack                | Joseph E. Fallin                           | 2              | Landowners in Common (50+)       | 6/11/1982     |
| New Durham               | BB III LLC                                 | 296            | Green Acres Woodland             | 6/30/1999     |
| New London               | Ausbon Sargent LPT                         | 98.8           | Town of New London               | 12/19/1994    |
| Newmarket                | TNC/Schneer III                            | 15.3           | Cecil Jack Schneer Trust         | 8/3/2008      |
| Newmarket                | Popov III & IV (Barberry and Medding)      | 91.3           | Love, Lela                       | 12/8/2010     |
| Newmarket                | Sewall I (TNC-GB)                          | 14.74          | Sewall, Daniel & Kathleen        | 1/5/2007      |
| Newmarket                | Charles E. Dearborn Jr.                    | 38.09          | Town of Newmarket                | 4/10/2000     |
| Newmarket                | MacIntosh                                  | 65.97          | The Long Meadow Trust of 2009    | 12/8/2010     |
| Newmarket                | Town of Newmarket (Fatzone/GB)             | 168.2          | Town of Newmarket                | 9/5/2003      |
| Ossipee                  | Rosalie & Orthal Werdin                    | 15             | Richard and Patricia Estes Trust | 5/15/1990     |
| Ossipee                  | Rosalie & Orthal Werdin                    | 15             | Waldrup, Mark                    | 5/15/1990     |
| Randolph/Gorham          | Robert Potter / Roberta Arbee II           | 143.6          | Town of Randolph                 | 4/10/2006     |
| Randolph/Gorham          | Robert Potter / Roberta Arbee I            | 101.1          | Town of Randolph                 | 8/13/2004     |
| Randolph/Gorham          | Robert Potter / Roberta Arbee III          | 39             | Johnson, Jeremiah                | 12/28/2016    |
| Stewartstown             | Coats (MOU w/ USDA & F&G)                  | 313            | Coats, Allen & Joan - USDA       | 6/9/1997 MOU  |
| Stratford                | Richard M & Nancy J Havrda                 | 65.17          | Henderson, Toby                  | 10/5/1990     |
| Stratford                | Robert & Lorraine Soule                    | 121.23         | Mason, Scott & Heidi             | 10/12/1990    |
| Stratham                 | Glengerry Realty Trust                     | 20             | Tumbery HO Assoc                 | 5/24/1989     |
| Walpole                  | Hubbard Farms, Inc.                        | 8.2            | Graves, Peter and Brenda         | 1/6/1989      |
| Wilmot                   | John H. & Julie B. Morse                   | 304            | Bog Mountain Timber Reserve      | 8/25/1988     |
| <b>TOTAL ACRES</b>       |  | <b>4616.55</b> |                                  |               |

EXHIBIT B  
METHOD OF PAYMENT

Payment will be made by NHFG upon receipt of invoices submitted quarterly by CLSP based on the budget table below. Invoices should reference account 20-07500-21550000-049-584902. The total amount should not exceed \$35,000 for each of Fiscal Years 24 and FY25.

| <b>Budget Category</b> | <b>FY 24</b>    | <b>FY 25</b>    |
|------------------------|-----------------|-----------------|
| PERSONNEL              | \$22,900        | \$22,900        |
| BENEFITS               | \$10,000        | \$10,000        |
| OTHER                  | \$2,100         | \$2,100         |
| <b>TOTAL COSTS</b>     | <b>\$35,000</b> | <b>\$35,000</b> |

The "other" budget category includes office supplies, postage, printing, hand tools, computer support, office rent, phone, vehicle fuel, and similar items.

Invoices should be submitted to the:

Wildlife Division  
NH Fish & Game Department  
11 Hazen Dr.  
Concord, NH 03301

EXHIBIT C  
SPECIAL CONDITIONS

**1. Federal Award Information**

**Grant Title:** State Lands Wildlife Habitat Improvement Program

**Project Objective:** Appropriately steward 217 wildlife management areas and easements through regular monitoring for easement compliance, public use, boundaries and infrastructure and addressing needs as identified.

Grantor: Department of the Interior – US Fish & Wildlife Service (Service)

Catalog of Federal Assistance Number: 15.611

Federal Grant Identifier: F22AF03670 (W-11-D-78)

Grantee: State of New Hampshire – Fish & Game Department

**2. Federal Compliance**

Awards from the Service are subject to the terms and conditions incorporated into the award either by direct citation or by reference to the following: Federal regulations; program legislation or regulation; and special award terms and conditions. The Service financial assistance award terms and conditions flow down to subrecipients and contractors, unless a particular award term or condition specifically indicates otherwise. Service Financial Assistance Award Terms and Conditions are available on the Internet at <https://www.fws.gov/library/collections/financial-assistance-general-award-terms-and-conditions><http://www.fws.gov/grants/>.

All requirements, regulations, provisions, terms and conditions for the use of Federal funding under this award are hereby adopted in full force and effect with respect to this agreement. The Conservation Land Stewardship Program shall comply with all provisions, as applicable, including but not limited to the following:

- a. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- b. 2 CFR Part 25, Universal Identifier and Central Contractor Registration
- c. 2 CFR Part 170, Reporting Subawards and Executive Compensation
- d. f. 2 CFR Part 200.322, Procurement of Recovered Materials
- e. 2 CFR Part 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters (Applicable to awards with a total Federal share of more than \$500,000)
- f. 2 CFR Part 1400, Government-wide Debarment and Suspension (Non-procurement): Entering into this agree agreement represents the Conservation Land Stewardship Program's certification per Subpart C of 2 CFR Part 180 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded by any federal department or agency from participating in

transactions supported by Federal funds.

- g. 2 CFR Part 1401, Requirements for Drug-Free Workplace (Financial Assistance)
- h. 2 CFR Part 1402, Federal Assistance Interior Regulation, supplementing 2 CFR 200 Parts A-D
- i. k. 43 CFR Part 17, Nondiscrimination in Federally Assisted Programs of the Department of the Interior
- j. l. 43 CFR 18, New Restrictions on Lobbying
- k. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the Order.