



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS

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December 29, 2023

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources (DNCR), Division of Forests and Lands to **Retroactively** enter into a Memorandum of Agreement (MOU) with the Conservation Land Stewardship Program (CLSP) in the amount of \$34,000 to provide monitoring and stewardship services of the State's interests in privately owned conservation lands held by DNCR upon Governor and Council approval for the period of July 1, 2023 through June 30, 2024. 100% Agency Income.

Funding is available in account, Management and Protection Fund, as follows:

	<u>FY 2024</u>
03-035-035-351010-35050000-049-584914 - Transfers to Other State Agencies	\$34,000

EXPLANATION

This request is **retroactive** because the Land Management Bureau Administrator position was vacant until late September and the Attorney General's Office required extensive revisions to the original MOU language.

The intent of this MOU is to provide funding to the CLSP to monitor and provide stewardship services of the State's interests in privately owned conservation lands held by DNCR. Stewardship and monitoring of many of these easements is required under the federal funding that supported the original easement acquisition. The CLSP monitors and stewards several other state-held conservation easements. Providing monitoring and stewardship support through the CLSP, minimizes duplication of effort and enables cost-saving efficiencies since many of the easements held by DNCR are contiguous with properties that the CLSP is already responsible for.

The Attorney General's Office has approved this MOU as to form, substance and execution. In the event that Agency Income is no longer available, General Funds will not be requested to support this program.

Respectfully Submitted,

Concurred,

(ISM)

Sarah L. Stewart
Commissioner

Patrick D. Hackley
Director

MEMORANDUM OF UNDERSTANDING
between the
CONSERVATION LAND STEWARDSHIP PROGRAM
and the
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

WHEREAS, the Conservation Land Stewardship Program (CLS) is a duly constituted agency or branch of government of the state of New Hampshire;

WHEREAS, the Department of Natural and Cultural Resources (DNCR) is a duly constituted agency or branch of government of the state of New Hampshire;

WHEREAS, pursuant to RSA 227-G:3, DNCR, Division of Forests & Lands, is responsible for all aspects of matters pertaining to forestry, forest management, and forestlands within the State of New Hampshire, including the administration and monitoring of conservation easement lands held by DNCR for the State of New Hampshire;

WHEREAS, DNCR desires to ensure the long-term protection of the properties listed in Appendix A via consistent annual monitoring of DNCR-held conservation easements on these lands;

WHEREAS, pursuant to RSA 162-C:8, CLS is responsible for maintaining and protecting the benefits derived from land interest acquired through the Land Conservation Investment Program and for ensuring that the lands remain in their intended conservation use in perpetuity; and

WHEREAS, CLS desires to provide a critical service of easement monitoring to DNCR;

NOW THEREFORE, the parties enter into this Memorandum of Understanding for their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives and agree as follows:

1. With respect to properties listed in Appendices A and B, DNCR agrees to:
 - a. Transfer an amount not to exceed \$34,000.00 for FY 24, from the Forest Management and Protection Fund to CLS upon approval by the Governor and Executive Council for the purposes of providing conservation easement monitoring support as outlined below;
 - b. Provide CLS with all necessary deeds, survey plans, maps, GIS shape files if available, photographs, addresses, and baseline documentation, as needed, for the included parcels;
 - c. Provide technical support to CLS regarding the prevention, interpretation, and /or enforcement of violations or diminution of the terms of any conservation easement deed which is part of this Memorandum of Understanding. DNCR shall have final determination of the disposition of the enforcement of the terms of any easement;
 - d. Provide technical advice and assistance to CLS regarding forest management and trail construction/maintenance practices as they may occur;
 - e. Assign appropriate staff to serve as the contact person to meet with CLS as needed to review progress of the program and develop the next annual Memorandum of Understanding, and assist CLS when necessary, regarding matters rising from this Memorandum of Understanding;

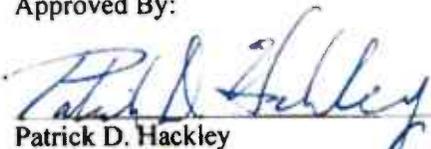
- f. Provide on an as available basis and as appropriate, a high clearance vehicle if needed for DNCR properties with difficult access;
 - g. Coordinate and/or participate in annual meetings with the Grantor and representatives from CLS as needed for certain Forest Legacy easements;
 - h. Review and approve or disapprove stewardship management plans and amendments of the Grantor as required by any conservation easement deed which is part of this Memorandum of Understanding and provide copies of correspondence and approvals or disapprovals to CLS;
 - i. Ensure monitoring report copies are provided to USDA/WMNF personnel for 13 Mile Woods I, Jahoda, and Jahoda/Johnson Forest Legacy parcels as agreed upon between USDA and DNCR; and
 - j. Payment shall be provided from DNCR-DFL Accounting Unit 03-35-35-351010-35050000
2. With respect to properties in Appendix B, DNCR also agrees to:
- a. Assign a Forests & Lands staff contact to perform the monitoring of conservation easements listed in Appendix B;
 - b. Develop with CLS staff a detailed plan for monitoring of Appendix B properties;
 - c. Conduct monitoring consistent with CLS policies and procedures; and
 - d. Communicate and/or meet regularly regarding monitoring activities, interpretation, enforcement, or other issues.
3. With respect to properties listed in Appendices A and B, CLS agrees to:
- a. Accept the funds transferred by DNCR in an amount not to exceed \$34,000.00 for FY 24 for the purpose of conducting conservation easement monitoring support; and
 - b. Participate in annual meetings with the Grantor and representatives from DNCR as required for certain Forest Legacy easements.
4. With respect to properties listed in Appendix A, CLS agrees to:
- a. Conduct easement monitoring every 11 to 14 months on each parcel, unless otherwise agreed to by DNCR. Forest Legacy conservation easements shall be monitored no later than **365 days unless otherwise agreed to by DNCR**. Monitoring to include, where practicable, personal contact with the landowner or their representative to discuss the easement and any current and/or proposed activities related to the property;
 - b. Provide a copy of the monitoring report for each parcel upon completion of monitoring inspection (with additional copy to the Land and Community Heritage Investment Program upon request), including any information regarding changes of address, land management activities, interpretation issues, a statement of overall compliance with the terms of the easement, and other pertinent information;

- c. Update and maintain database, records, photographs, GPS information, owner contact information, parcel status, interpretation and enforcement issues, baseline documentation for each parcel;
 - d. Coordinate with DNCR to explore methods of accessing low or no-cost aerial or satellite-based imagery to document the condition of the lands under conservation easement as practicable, necessary, or able;
 - e. Meet with DNCR as necessary to review the status of parcels and to resolve any problems, interpretation, or enforcement issues which may arise;
 - f. Work with landowners and coordinate and/or participate in additional meetings and/or site visits as necessary to resolve problems, interpretation, enforcement, or other issues;
 - g. Ensure the CLS Program Director, or other CLS staff, will oversee and ensure that easement monitoring is conducted at levels consistent with the CLS monitoring policies and procedures.
 - h. All files will be transferred to DNCR no later than the conclusion of the contract period.**
5. With respect to properties listed in Appendix B, CLS agrees to provide, upon request, administrative coordination for the monitoring of properties by Forests & Lands staff to assist them with maintaining all monitoring records and files; providing quality assurance of DNCR monitoring and reporting; training and support including joint site visits and ensuring consistency of interpretation and enforcement matters as practicable.
 6. 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 if funds are reduced or unavailable.
 7. The Memorandum of Understanding is effective until June 30, 2024.
 8. The 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 thirty (30) days prior to termination.
 9. 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.
 10. 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.
 11. This Memorandum of Understanding shall be construed in accordance with the laws of the State of New Hampshire.
 12. 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.

13. 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.
14. This Memorandum of Understanding which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire MOU and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings relating hereto.
15. Nothing herein shall be construed as a waiver of sovereign immunity; such immunity being hereby specifically preserved.

In witness whereof, the respective parties have hereunto set their hands on the dates indicated.

Approved By:



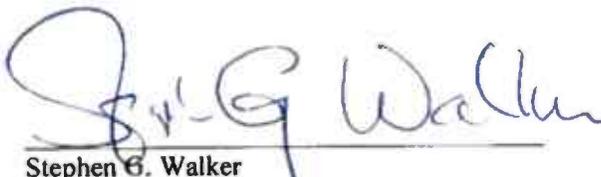
Patrick D. Hackley
Director, Division of Forests and Lands

1/3/24
Date



Sarah L. Stewart
Commissioner, Department of Natural and Cultural Resources

1/4/2024
Date



Stephen G. Walker
Director, Conservation and Stewardship Program

3 January 2024
Date

Approved as to form, substance and execution:

**STATE OF NEW HAMPSHIRE
OFFICE OF THE ATTORNEY GENERAL**



Sheri Phillips, Assistant Attorney General

1/4/2024
Date

Conservation Easements

DNCR Monitored Properties

<u>Property</u>	<u>Town</u>	<u>Acres</u>
Androscoggin Headwaters - North	Errol / Wentworth's Location	10,354.00
Androscoggin Headwaters - South	Cambridge / Dummer	12,603.00
Bunnell Mountain - Bunting	Stratford	10,330.00
Bunnell Mountain - TNC	Columbia	8,099.80
CT Lakes Headwaters	Pittsburg / Clarksville / Stewartstown	146,400.00
Jahoda	Pittsburg	344.06
Jahoda / Johnson	Clarksville	56.55
Pond of Safety	Randolph / Jefferson	10,198.00
Rossvie Farm	Concord	546.50
Thirteen Mile Wood I - Plum Creek	Cambridge / Dummer	1,010.00
Thirteen Mile Wood I - Town of Errol	Cambridge / Errol	1,720.00
Thirteen Mile Wood II	Cambridge / Errol	5,269.00
	Total Acres	206,930.91
*Note - The following additional Conservation Easement properties are monitored by DNCR under a separate MOA related to the Land Conservation Endowment		
Mahoosuc Gateway-Success	Success	14,987.00
Mahoosuc Gateway-Success Pond	Success	8,741.00
Beebe River Uplands-Beebe River	Campton/Sandwich	5,441.00
Beebe River Uplands-Spencer Brook	Campton	954.00
Dundee Forest Tracts	Bartlett/Jackson	1,196.00

Conservation Easements

CLS Monitored Properties

<u>Property</u>	<u>Town</u>	<u>Acres</u>
Beaver Brook Falls	Colebrook	30.00
Creek Farm / Noel	Portsmouth	30.20
Crotched Mountain	Greenfield / Fancestown / Bennington	1,226.20
Green Acres Woodlands - South Branch	Groton / Dorchester	321.70
Green Acres Woodlands - Bailey Hill	Groton / Rumney	1,436.00
Green Acres Woodlands - Groton Hollow	Groton / Plymouth / Hebron	3,342.00
Kimball Pond	Dunbarton	1,050.60
Moose Mountain	Brookfield / Middleton	2,189.00
Ossipee Mountains / Chocurua	Ossipee / Tamworth / Tuftonboro	5,372.00
Ossipee Pine Barrens (Target & Match)	Madison / Freedom	2,223.70
Carroll Little River - North (Palmer Group)	Carroll	10.48
Carroll Little River - South (Palmer Group)	Carroll	10.73
Jasper Mountain	Berlin	26.70
Piermont Mountain	Piermont	1,650.00
Pillsbury - Belliveau Deed Restriction	Lempster	218.00
Pillsbury Sunapee Highlands (Block A)	Washington / Bradford	2,552.00
Pillsbury Sunapee Highlands (Block B)	Goshen/Newbury/Washington	2,503.50
Pillsbury Sunapee Highlands (Block C)	Groton	951.50
Pillsbury Sunapee Highlands (Block D)	Alexandria	751.00
Pillsbury Sunapee Highlands (Block E)	Newbury	117.00
Pisgah - Woodman	Chesterfield	60.00
Puleo Farm	Laconia	53.00
Rockingham Rec CE (Great Swamp Tracts) - 4 owners	Hampstead	39.20
Rhododendron - Slavic	Fitzwilliam	215.00
Trout Pond - Freedom Town Forest	Freedom / Madison	2,661.00
Willard Pond I - Bald Mtn	Antrim	376.00
Willard Pond II - Robb Reservoir	Stoddard	1,667.50
	Total Acres	31,084.01
*Note - The following additional Conservation Easement property is monitored by CLS under a separate MOA related to the Land Conservation Endowment		
Olson (Whelen)	Charlestown	99.40