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State of New Hampshire
DEPARTMENT OF NATURAL & CULTURAL RESOURCES
DIVISION OF FORESTS & LANDS

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nh.dfl.dncr.nh.gov



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August 1, 2025

The Honorable Ken Weyler, Chairman
Fiscal Committee of the General Court and

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 14:30-a, VI, the Department of Natural and Cultural Resources (DNCR), Division of Forests and Lands respectfully requests authorization to accept and expend a Federal Grant Award #25-DG-11094200-034 in the amount of \$400,000 from the United States Department of Agriculture, United States Forest Service to be for the acquisition of 88 +/- acres in the Town of Effingham in Carroll County, New Hampshire, known as the "Ossipee Lake-Heath Pond Bog Expansion Project" (the Project) upon Fiscal Committee and Governor and Executive Council approval through June 30, 2027. 100% Federal Funds

Funds to be budgeted in the following account:

03-035-035-351010-35460000, Forest Legacy

Class-Account-RG	Class Description	FY26 Current Adjusted Authorized	Requested Action	Revised FY26 Adjusted Authorized
000-404735-16	Federal Funds	\$1,749,714	\$400,000	\$2,149,714
Total Revenue		\$1,749,714	\$400,000	\$2,149,714
020-500200	Current Expenses	\$8,305	\$0	\$8,305
030-500311	Equipment New/Replacement	\$2,458	\$0	\$2,458
033-509033	Land Acquisition and Easements	\$1,680,914	\$400,000	\$2,080,914
040-501587	Indirect Costs	\$5,832	\$0	\$5,832
041-500801	Audit Fund Set Aside	\$116	\$0	\$116

046-500464	Consultants	\$48,900	\$0	\$48,900
050-500109	Personal Service-Temp/Appoint	\$3	\$0	\$3
070-500705	In-State Travel Reimbursement	\$3,082	\$0	\$3,082
080-500713	Out-of-State-Travel	\$100	\$0	\$100
211-501530	Catastrophic Casualty Ins	\$4	\$0	\$4
Total Revenue		\$1,749,714	\$400,000	\$2,149,714

EXPLANATION

The Division of Forests and Lands requests authorization to accept and expend Forest Legacy Grant # Award #25-DG-11094200-034 funds of \$400,000 to acquire the Ossipee Lake-Heath Pond Bog Expansion. The Ossipee Lake-Heath Pond Bog Expansion will conserve 88 acres via fee acquisition by the state of New Hampshire as an addition to the 1,368-acre Heath Pond Bog Natural Area, a National Natural Landmark. Located in the Lakes Region, which holds half of New Hampshire's surface water, this project will provide wetland and riparian protections for clean drinking water to downstream users and provide flood mitigation. This will also secure public access for outdoor recreation, an economic driver in the Lakes Region and in the state of New Hampshire. Co-owned by seven aging family members, the property is currently under a brokerage agreement with The Conservation Fund, which will convey the property to the State of New Hampshire upon approval of the acquisition. This addition to the 1,368 Heath Pond Bog Natural Area and the adjoining 400-acre Ossipee Lake Natural Area will bolster conservation efforts in the Lakes Region of New Hampshire.

Forest Legacy is a federal program created to conserve and protect forest land that is threatened by conversion to non-forest uses, authorized under the 1990 Farm Bill (PL 101-624). Protection will be achieved through acquisition of conservation easements and fee acquisition. Since 1990, the Division of Forests and Lands has held the responsibility of administering the New Hampshire State Forest Legacy Program whereby over 269,000 acres of undeveloped forestlands have been protected through conservation easements. The Legacy Program works voluntarily with landowners seeking to assure their lands remain as working forests.

The following parties submitted support for this project during the grant application period: US Senator Jeanne Shaheen; US Senator Maggie Hassan; US Representative Chris Pappas; NH Fish and Game; The Nature Conservancy of NH; NH LAKES (Statewide Lake Conservation nonprofit); Society for the Protection of NH Forests (Statewide Land Trust); and Green Mountain Conservation Group (Local Conservation Nonprofit)

The following appropriation adjustments are being requested:

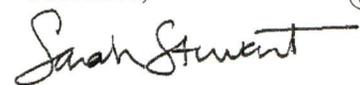
Class 033 – Land Acquisition and Easements – Appropriation increased to acquire the Ossipee Lake-Heath Pond Bog Expansion.

Respectfully submitted,



Patrick D. Hackley
Director

Concurred,



Sarah L. Stewart
Commissioner

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 25-DG-11094200-034
Between The
STATE OF NEW HAMPSHIRE- DEPARTMENT OF NATURAL AND CULTURAL
RESOURCES
And The
USDA, FOREST SERVICE
EASTERN REGION
STATE, PRIVATE, AND TRIBAL FORESTRY**

Program Title: Forest Legacy Acquisition of Ossipee Lake

Upon execution of this document, an award to State of New Hampshire- Department of Natural and Cultural Resources, hereinafter referred to as “NH DNCR,” in the amount of **\$400,000.00**, is made under the authority of Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC 2103c and Public Law 117-169, Subtitle D, Section 23003(a)(1). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.734, Inflation Reduction Act - Forest Legacy Awards. NH DNCR accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated 12/16/2024, and the attached Forest Service provisions, ‘Forest Service Award Provisions,’ are incorporated into this letter and made a part of this award.

This authority requires a match of 75:25, federal to non-federal, which your organization has agreed to provide as shown in the attached application, financial plan and narrative.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at SM.FS.R9SPFgrants@usda.gov.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY**. NH DNCR shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.



- B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Mark Faulkenberry, PhD, Administrator Planning and Community Forestry Bureau N.H. Department of Natural & Cultural Resources 172 Pembroke Road Concord, NH 03301 Telephone: (603) 271-4159 Email: mark.s.faulkenberry@dncr.nh.gov	Leslie Sherman, Program Specialist Division of Forests & Lands N.H. Department of Natural & Cultural Resources 172 Pembroke Rd Concord, NH 03301 Telephone: (603) 271-3456 Email: Leslie.a.sherman@dncr.nh.gov

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Kirston Buczak 626 E Wisconsin Ave Milwaukee, WI 53202 Phone: 414-559-9239 Email: kirston.buczak@usda.gov	Emily Sumner 626 E Wisconsin Ave Milwaukee, WI 53202 Phone: 414-255-6432 Email: Emily.sumner@usda.gov

- C. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). NH DNCR shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

D. ADVANCED AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE.

Advanced and reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): SM.FS.asc_ga@usda.gov	Kirston Buczak
FAX: 877-687-4894	kirston.buczak@usda.gov
POSTAL: USDA Forest Service	
Budget & Finance - Grants and Agreements	
4000 Masthead St, NE	
Albuquerque, NM 87109	

- E. INDIRECT COST RATES. Indirect Costs may not be assessed against a Forest Legacy Acquisition award.
- F. PRIOR WRITTEN APPROVAL. NH DNCR shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

- H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.

The end date, or expiration date is **12/31/2029** This instrument may be extended by a properly executed modification. *See Modification Provision above.*

- I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

Sarah L. Stewart

Digitally signed by Sarah L. Stewart
DN: CN = Sarah L. Stewart email = sarah.l.stewart@dncr.nh.gov C = US O = SoNH
Department of Natural and Cultural Resources OU = Office of the Commissioner
Date: 2024.12.30 08:08:32 -05'00'

SARAH STEWART, Commissioner
State of New Hampshire- Department of
Natural and Cultural Resources

Date

ROBERT LUECKEL

Digitally signed by ROBERT LUECKEL
Date: 2025.01.02 10:07:36 -06'00'

ROBERT LUECKEL, Deputy Regional Forester
U.S. Forest Service, Eastern Region, SPTF

Date

The authority and the format of this award have been reviewed and approved for signature.

SYDNEY DROP

Digitally signed by SYDNEY DROP
Date: 2024.12.27 12:18:09 -08'00'

SYDNEY DROP
Forest Service Grants Management Specialist

Date

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, NH DNCR a may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to NH DNCR for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by NH DNCR or any third party.
- C. NOTICES. Any notice given by the Forest Service or NH DNCR will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To NH DNCR, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at fars.gov in compliance with 2 CFR 170. See Attachment B for full text.

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted annually. These reports are due 90 days after the reporting period ending December 31st. The final SF-425 (and SF-425A, if applicable)

must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at grants.gov/forms/forms-repository/post-award-reporting-forms

- F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

NH DNCR shall submit annual performance reports. These reports are due 90 days after the reporting period ending December 31st. The final performance report shall be submitted either with NH DNCR's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- Additional pertinent information: SM.FS.R9SOFgrants@usda.gov

- G. NOTIFICATION. NH DNCR shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.
- I. USE OF FOREST SERVICE INSIGNIA. In order for NH DNCR to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify NH DNCR when permission is granted.
- J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of 's purchase of equipment. Equipment is defined as having a fair market value of \$10,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.

- K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. NH DNCR is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

NH DNCR may call on Forest Service's Office of Communication for advice regarding public notices. NH DNCR is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. NH DNCR shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

- M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. NH DNCR shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o
- (2) Fax: (833) 256-1665 or (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:
“This institution is an equal opportunity provider.”

- N. DISPUTES. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.

- O. AWARD CLOSEOUT. NH DNCR must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to NH DNCR must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- P. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

- Q. DEBARMENT AND SUSPENSION. NH DNCR shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should NH DNCR or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

- R. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.
- S. SCIENTIFIC INTEGRITY: USDA is committed to the highest levels of integrity in all of our scientific activities and decision making. This includes to performing, recording and reporting the results of scientific activities with honesty, objectivity, and transparency. All persons performing under this agreement shall adhere to the principles of scientific integrity described in Departmental Regulation (DR) 1074-001.
- T. GEOSPATIAL DATA. All data collected will meet the requirements of the Geospatial Data Act of 2018 where applicable. This will always include the documentation of all relevant metadata standards, use of standard data formats; description of quantitative measures of uncertainty and source of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet specific standards specified elsewhere to ensure the data is useful to support the USDA's mission. The recipient/cooperator agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in Departmental Regulation 3465-001 which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.
- U. PUBLIC ACCESS TO SCHOLARLY PUBLICATIONS AND DIGITAL SCIENTIFIC RESEARCH DATA. The recipient agrees to comply with USDA's Department-wide public access policy implemented in Departmental Regulation 1020-006 which establishes the USDA policy for public access to scholarly publications and digital scientific research data assets. The USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable.

V. BUY AMERICA BUILD AMERICA. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

(1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

- (1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- (2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- (3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- (4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

- (1) applying the Buy America Preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [USDA Buy America Waivers for Federal Financial Assistance | USDA](#)

Definitions

“Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- (i) Non-ferrous metals;
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (iii) Glass (including optic glass);
- (iv) Fiber optic cable (including drop cable);
- (v) Optical fiber;
- (vi) Lumber;
- (vii) Engineered wood; and
- (viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

W. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.
 - a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients’ employees may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
 - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),”.
2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

- (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
3. Provisions applicable to any recipient.
- a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
- a. “Employee” means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. “Private entity”:
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
 - d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

X. DRUG-FREE WORKPLACE.

1. NH DNCR agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions NH DNCR will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify NH DNCR in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
2. NH DNCR agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. NH DNCR agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after NH DNCR learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, NH DNCR must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

Y. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

Z. ELIGIBLE WORKERS. NH DNCR shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). NH DNCR shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

AA. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- BB. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- CC. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
- DD. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.
- In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:
- (1) procure or obtain, extend or renew a contract to procure or obtain;
 - (2) enter into a contract (or extend or renew a contract) to procure; or
 - (3) obtain the equipment, services or systems.
- EE. DAVIS BACON WAGES FOR CONSTRUCTION. Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly referred to as the "Davis-Bacon Act").

- FF. INVESTING IN AMERICA SIGNAGE. For any Bipartisan Infrastructure Law or Inflation Reduction Act funded public construction project in the amount of \$250,000 or more, the Cooperator shall visibly post clear and prominent signs acknowledging the source of funding. See Office of Management and Budget Memorandum CA-23-6.

For any construction project less than \$250,000 or a non-construction project, the Cooperator is encouraged to display a poster or utilize other appropriate Investing in America media. Specific sign and poster design criteria may be found in the USDA Style Guide. Production costs of Investing in America signs shall be reasonable. To maintain reasonable costs, the Cooperator is encouraged to use recycled or recovered materials when producing signs. In the event production of such signs and/or posters will result in unreasonable costs, expenses or burden to the Cooperator, production will not be required, and the Forest Service should be notified.

- GG. JUSTICE 40 INITIATIVE. Executive Order (EO) 14008, Tackling the Climate Crisis at Home and Abroad, was signed on January 27, 2021. This EO commits federal agencies to providing 40% of federal benefits to disadvantaged communities. When the cooperator is considering a sub-award or contract to be executed under this agreement, the cooperators shall consider the requirements of EO 14008, section 223, OMB M-21-28 and OMB-23-09.

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

Attachment C: Forest Legacy Program Project Grant Award Provisions

The following information is to be inserted in a Forest Legacy Program project grant document and establishes the terms and conditions of a Forest Legacy project grant.

A. Background. The Cooperative Forestry Assistance Act of 1978, as amended, (16 USC 2103c et. seq.) provides authority for the U.S. Secretary of Agriculture to establish the Forest Legacy Program (FLP) to protect environmentally important forest areas that are threatened by conversion to nonforest uses. Through the 1996 Farm Bill (Federal Agricultural Improvement and Reform Act of 1996; Public Law 104-127; Title III - conservation; Subtitle G - Forestry; Section 374, Optional Grants for Forest Legacy Program), the Secretary is authorized, at the request of a participating State, to make a grant to the State to carry out the FLP in the State, including the acquisition by the State of lands and interests in lands. Forest Legacy Program delivery is guided by the [National FLP Implementation Guidelines](#) (dated May 2017).

B. Support Program Goals. The State must ensure that all acquisitions conducted under an FLP grant meet the conservation objectives and goals of the Forest Legacy Program, which can be found in the Forest Legacy Program's authorization, Forest Legacy Program Implementation Guidelines, and the State Forest Resource Assessment and Strategy (Forest Action Plan) and associated Forest Legacy Program Assessment of Need.

C. Funding

1. FLP grant funds must be used for the acquisition of eligible lands or interests in lands.
2. Funds may also be used for directly related real estate transaction costs incurred by or at the request of the State, including but not limited to: appraisals and appraisal review, land surveys, closing costs (document preparation and recording fees), establishing baseline information, title work, purchase of title insurance, conservation easement negotiations and drafting (travel and attorney fees), and other real estate transaction expenses for the project tracts.
3. FLP grant funds may be expended to develop a Multi-Resource Management Plan for the FLP project tract(s).
4. FLP grant funds may also be expended to facilitate donations of land, or interests in lands, to a qualified and willing donee for FLP purposes. The State may use FLP grant funds to pay for expenses directly related to the donation, including but not limited to, land surveys, conservation easement drafting, title work, and establishing baseline information.
5. Forest Legacy Program funds are prohibited from being used for: (1) management of acquired lands or interests in lands including, monitoring of conservation easements; (2) costs associated with setting up an endowment or stewardship fund; (3) enforcement actions and associated activities; or (4) payment for appraisals of donated property or interest when the donation represents the full and total value.

Attachment C: Forest Legacy Program Project Grant Award Provisions

6. In addition, Forest Legacy Program project funds are prohibited from being used for: (1) general expenses of the FLP; (2) indirect costs; and (3) other project costs outside the area of the project in the grant award except for qualified donations.

7. For advance payments, the grant recipient must notify the U.S. Department of Agriculture, Forest Service's FLP manager at least 60 days in advance of the acquisition closing date, and submit all necessary documentation for final review and concurrence. Advance payments must be approved by the Forest Service's FLP manager. The funds will not be made available to the State more than 30 days in advance of the acquisition closing date.

8. For third-party payments direct to a title company, the State must follow the following procedures in advance of the acquisition closing date:

- The State must formally request that payment be made to the title company on its behalf. This must be in writing and signed by the State Lead Agency signatory. An email request is not acceptable.
- The title company must be registered in SAM (System for Award Management) at www.sam.gov, and provide their Data Universal Numbering System (DUNS) and Employer Identification Number (EIN).
- The Forest Service will draft a modification to the FLP grant showing the title company as an alternate payee. The request letter from the State Lead Agency must be attached as documentation. Both the State and Forest Service will sign the modification.
- No sooner than 30 days before closing on the purchase, the State Lead Agency must submit an SF-270, or HHS-PMS payment request. The SF-270 must show the State as the award recipient in block 9 and the title company as the payee in block 10. The request for payment must be signed by the State.
- The State Lead Agency is responsible for all financial and program reporting, as well as any audit. There is no grantee/grantor relationship between the title company and the Forest Service.

D. Cost Share

1. FLP cost-share requirements limit Federal funding to 75 percent of the total project cost. The non-Federal cost share may include cash, donation of land or interest in lands, and/or in-kind services, and must be documented on a project basis.
2. Endowment funds for conservation easement stewardship or ongoing management of the property cannot be used as cost share.
3. If the State plans to use mitigation funds for cost share, the State must ensure that an official determination has been made that the funds can be treated as non-Federal or consult with the Forest Service to obtain a determination.

Attachment C: Forest Legacy Program Project Grant Award Provisions

4. Any donation of land, or interest in lands, used for cost share for an FLP grant must comply with the following requirements:
 - i. The donation contributes to the objectives and priorities of the State FLP as set forth in the State Forest Action Plan and associated Forest Legacy Program Assessment of Need.
 - ii. All or part of the tract being donated must be within the boundaries of a Forest Legacy Area.
 - iii. The donor documents their desire that the value of the interests may be used as cost share for the FLP project.
 - iv. The donation of land, or an interest in land, must contain perpetual covenants to assure that the tract will be managed in a manner compatible with the goals for which the Forest Legacy Program and the specific Forest Legacy Area were established.
 - v. The donee (holder of donated rights) must be a unit of government or a nonprofit conservation organization (land trust) that meets the eligibility requirements for holding a conservation easement established by the Internal Revenue Service and has as its purpose the management of lands or interests in land consistent with FLP purposes.
 - vi. If the donation is in the form of a conservation easement, the easement must include a provision that will reimburse or make whole the United States for its proportionate share of the value of the Easement or the portion thereof that is extinguished. The United States' "proportionate share" is determined by dividing the portion of the value of the Easement that, at the time of its conveyance, was used to meet the cost-share requirement by the value of this Easement at the time of its conveyance.
 - vii. If the donation is in the form of a fee simple tract, the deed must include a provision to reimburse or make whole the United States for its proportionate share of the value of the fee simple tract or the portion thereof that is disposed. The United States' "proportionate share" is determined by dividing the portion of the value of this fee simple tract that, at the time of its conveyance, was used to meet the cost-share requirement by the value of the entire fee simple tract at the time of its conveyance.
 - viii. The respective portion of the donation must not have been previously credited towards any Federal program's non-Federal cost share.
 - ix. The State approves the donation as contributing to the cost share.
 - x. For cost-share tracts, the State must determine the value of the donation. The State may use an existing appraisal, a new appraisal, or another documented analysis to determine value. Appraisals for cost-share tracts do not need comply with Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA or Yellow Book) and do not need to be reviewed.

Attachment C: Forest Legacy Program Project Grant Award Provisions

xi. All cost share must be incurred during the life of the grant, including acquisition of cost-share tracts, unless pre-award costs are approved by the appropriate Forest Service line officer.

E. Approval of Project Changes. The State must submit, in writing, any significant changes to the project configuration as described in the approved grant narrative. Before submitting proposed changes to the Forest Service for approval, the changes must be reviewed by the State Forest Stewardship Coordinating Committee. Such changes include, but are not limited to: type/degree/extent of public access, proposed reserved rights by landowners, acreage, and conservation values of the property.

F. Program Requirements. The State shall ensure that all land(s) or interests in land(s) acquired under an FLP grant, meet the following requirements:

1. Are located within or partially within, the boundaries of an approved Forest Legacy Area as identified in the State Forest Resource Assessment and Strategy (Forest Action Plan) and associated Forest Legacy Program Assessment of Need.
2. Prior to acquisition of a conservation easement, a Multi-Resource Management Plan will be prepared and approved by the landowner and approved by the State forester or designee. This plan must include the environmental values to be protected, the management activities that are planned, and how they affect the environment values identified (16 USC 2103 (d)(1)) (16 USC 2103 (i)). Modifications to the plan are to be agreed to by the State forester or designee.
3. For tracts acquired in fee, a Multi-Resource Management Plan must be created for the tract or the tract must be incorporated into an existing management plan for surrounding conservation lands. A natural resource professional shall prepare the Multi-Resource Management Plans and shall include provisions to meet the purposes of the FLP. Such plans identify the management objectives of the property and describe actions to protect and manage soil, water, range, aesthetic quality, recreation, timber, fish and wildlife resources, and other conservation values identified on the tract. Approval shall be granted by the State forester or designee (if the State Lead Agency is other than the State Forestry Agency, then the plan may be approved by the head of that Agency) upon determination that the plan meets the FLP Multi-Resource Management Plan requirements.
4. Ensure that the title is free and unencumbered and/or that title insurance is secured in the name of the State for the full value of the encumbered property. Identify any existing easements, covenants, or long-term contracts, recorded or unrecorded, or any rights that may be held by a third party. These agreements/encumbrances could be (or could include) recorded or unrecorded. Any encumbrance to the title must be deemed by the State as not affecting the purpose for which the land or interests in land is being acquired. Title insurance is not an alternative to free and unencumbered title.
5. Evaluate any preexisting severed mineral reservations or leases and make a determination as to whether the acquisition of mineral rights, prohibition on reserved

Attachment C: Forest Legacy Program Project Grant Award Provisions

areas, or an exclusion of the area that does not comply with FLP would be necessary in order to protect the other rights that are being considered for acquisition. In some situations, it may be impossible to protect environmentally important forest areas without acquiring the mineral rights.

6. Notify the landowner in writing of the market value of the property, that eminent domain will not be used, and that the property will not be acquired if negotiations fail to result in an amicable agreement.
7. Complete a baseline documentation for each conservation easement tract and ensure it depicts the attributes of land on the day it is restricted by a conservation easement.
8. Ensure that the State or its assignee will monitor the lands annually for conformance with the terms of the conservation easement.
9. The State Lead Agency shall monitor fee simple and cost-share tracts periodically, including those owned and managed by other governmental entities within the State (such as other State agencies or local governments), and submit a self-certifying statement to the Forest Service regions/Northeastern Area/International Institute of Tropical Forestry (R/A/I) as part of the State FLP Program Review every 5 years. Similarly, for fee simple cost-share tracts held by a qualifying nonprofit conservation organization, the State Lead Agency shall acquire from the fee interest holder a self-certifying statement and submit it to the R/A/I as part of the State FLP Program Review every 5 years.
10. The consideration paid to any landowner must be no more than the market value of the conveyed lands or interests as determined by an appraisal that conforms to the most current version of the Uniform Appraisal Standards for Federal Land Acquisitions and meet the following requirements:
 - i. Be completed by an appraiser licensed in the State where the project is located and who meets the qualifications specified in the Forest Legacy Program Implementation Guidelines;
 - ii. Be reviewed by a qualified review appraiser who meets the qualifications specified in the Forest Legacy Program Implementation Guidelines;
 - iii. The appraiser and review appraiser will engage in an initial consultation before the project appraisal takes place;
 - iv. The review appraiser will develop project-specific appraisal instructions for the appraiser as a result of this consultation;
 - v. The effective date of value must reflect current market conditions;
 - vi. The review appraiser attests to Federal Appraisal Standard conformance; and
 - vii. The State may be asked to consult with a qualified USDA Forest Service review appraiser prior to or during the appraisal process even if a non-Federal review appraiser is used for the assignment.

Attachment C: Forest Legacy Program Project Grant Award Provisions

G. Acquisitions Requirements. The Grant Recipient shall ensure that the recorded deed(s) or conservation easement(s) for all land or interests in land acquired under this grant contain the following:

1. Clearly state that the acquisition supports Forest Legacy Program goals and include a citation to the Forest Legacy Program's authorizing language.
2. Limit or prohibit the subdivision of the encumbered land. If allowed, the easement should specify the number, sizes, and locations of divisions, and ensure that the conservation easement will be rerecorded for all parcels at the time of subdivision.
3. Prohibit industrial or commercial uses inconsistent with maintaining forest cover and that could negatively impact the conservation values protected by the easement.
4. Limit or prohibit structures or other improvements that could impact the conservation values protected by the easement. When allowed, these uses (such as house, barn, remote recreation camps) should be in a designated improvement area and the easement language must identify the specific location and limit of the allowed activities.
5. Prohibit extensive surface disturbances including residential, commercial, and industrial development, and mining. Limited excavation of sand and gravel for onsite use for roads and landings may be allowed, and the conservation easement must clearly describe the extent and location.
6. Require the landowner to manage the property in a manner that is consistent with the purposes for which the land was entered in the Forest Legacy Program, and that the landowner shall not convert the property to other noncompatible uses.
7. For each fee simple and conservation easement tract, require that all management activities be conducted in accordance with the approved Multi-Resource Management Plan, described above.
8. Limit or exclude nonforest uses that are inconsistent with maintaining a minimum of 75 percent forest cover. Up to 25 percent of the total Forest Legacy Program tract may be compatible nonforest land uses, including cultivated farmland, pasture, grassland, shrubland, open water, and nonforested wetlands. Tracts with greater than 25 percent compatible nonforest uses must have an approved Multi-Resource Management Plan that ensures reforestation/afforestation within 10 years of project completion, if sivilculturally possible.
9. Ensure the conservation easement refers to the baseline documentation report.
10. Ensure the conservation easement provides the right to enter the property to conduct conservation easement monitoring.
11. Establish the roles of all parties involved in potential conservation easement violations and identify those responsible for addressing them.

Attachment C: Forest Legacy Program Project Grant Award Provisions

12. Include terms that limit additional easements, leases, or contracts that negatively impact the conservation purposes of the conservation easement and include language to ensure any subsequent easement or agreements must be approved in advance.

13. Include the required provisions for conservation easements (ecosystem service markets, transfer, amendment, and extinguishment) and deeds (ecosystem service markets as applicable, transfer, and disposal) as specified in the Forest Legacy Implementation Guidelines.

H. Project Conclusion. The State shall complete the following actions upon completion of the Forest Legacy Project:

1. As a condition of this grant, the State may be required to publicly acknowledge (through news articles, posting of Forest Legacy signs on the land, and/or inclusion in publications) the United States Department of Agriculture, Forest Service and specifically the Forest Legacy Program as the/a source of funding for the project(s).
2. Update the Forest Legacy Information System (FLIS) with the closing dates, final acreages, and Forest Legacy payments and cost-share information for the project.
3. Provide a geographic information system (GIS) shape file in accordance with FLP data standard, of the rights acquired to the Forest Service.
4. Comply with the FLP recordkeeping requirements as outlined in the Forest Legacy Program Implementation Guidelines.

I. Post-Grant Requirements. The State shall complete the following actions upon closing of the FLP grant:

1. The State or its assigns shall monitor and manage lands for conformance to Forest Legacy purposes and the conservation easement to which they are subject and in accordance with the Forest Legacy Program Implementation Guidelines. Monitoring shall occur periodically, but not less than annually.
2. In addition, the State or its assigns shall periodically monitor and manage fee simple and cost-share tracts for conformance to Forest Legacy purposes and in accordance with the Forest Legacy Program Implementation Guidelines.
3. As a condition of this grant, the Forest Service may request an annual report on the status of monitoring and management of the lands or interests in lands that were entered into the Forest Legacy Program.

Attachment C: Forest Legacy Program Project Grant Award Provisions

J. Signatures

Sarah L. Stewart

Digitally signed by Sarah L. Stewart
DN: CN = Sarah L. Stewart email = sarah.l.stewart@dncr.nh.gov C = US O = SoNH
Department of Natural and Cultural Resources OU = Office of the Commissioner
Date: 2024.12.30 08:09:41 -05'00'

SARAH STEWART, Commissioner

Date

State of New Hampshire- Department of Natural and
Cultural Resources

ROBERT LUECKEL

Digitally signed by ROBERT LUECKEL
Date: 2025.01.02 10:08:11 -06'00'

ROBERT LUECKEL, Deputy Regional Forester

Date

U.S. Forest Service, Eastern Region, SPTF

ATTACHMENT D: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

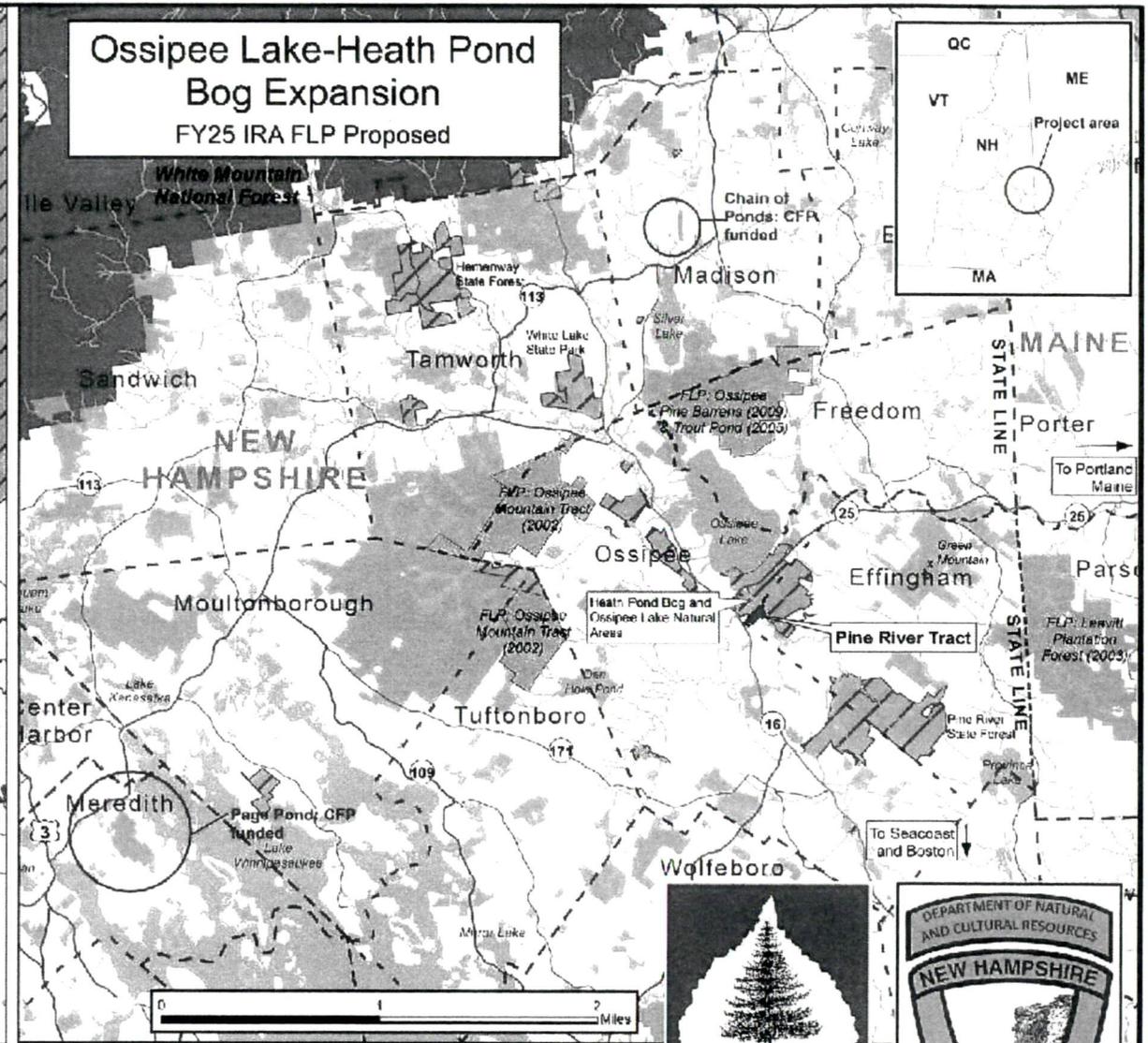
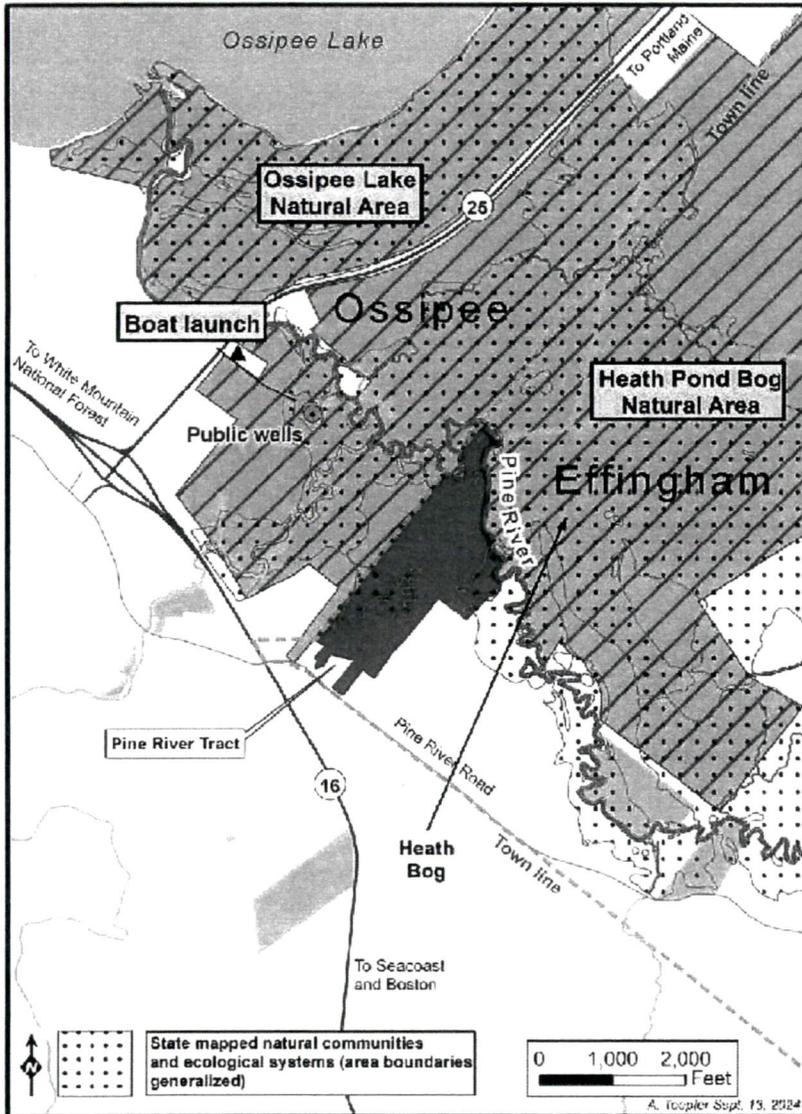
- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.



THE CONSERVATION FUND

- Completed FLP Tracts: 19,067 acres
- White Mountain National Forest
- NH State lands: 17,801 acres
- Public and private conserved lands: 86,523 acres
- Ground Water Recharge Aquifer: 18,273 +/- acres
- Pine River Tract: 88.3 acres
- CFP funded projects

