



# New Hampshire Fish and Game Department

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Scott R. Mason  
Executive Director

August 10, 2021

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

### REQUESTED ACTION

The New Hampshire Fish and Game Department (NHFG) respectfully requests authorization to enter into a Memorandum of Agreement (MOA) with the Conservation Land Stewards (CLS), Concord, NH in the amount of \$70,000 to provide monitoring and stewardship services of the State's interest in privately owned conservation lands held by NHFG, effective from the date of Governor and Council approval to June 30, 2023. **Funding is 75% Federal, 25% Wildlife Habitat Account.**

Funding is available in account, Wildlife Habitat Conservation, as follows with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

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

	<u>FY 2022</u>	<u>FY 2023</u>
20-07500-21550000-049-584902 - Transfers to Other State Agencies	\$35,000	\$35,000


### EXPLANATION

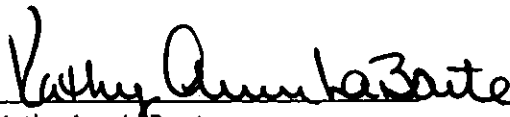
The purpose of this MOA (Exhibit A) is to provide funding to the CLS to monitor and provide stewardship services of the State's interest in privately owned conservation lands held by NHFG. Stewardship and monitoring of many of these easements is required under the federal funding that supported the original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

One of the primary goals of CLS is to educate and work with landowners to resolve conflicts with easement restrictions that may arise, thereby avoiding costly litigation. A complete background of CLS is provided in Exhibit B.

The source of the funding is Federal and dedicated Wildlife Habitat funds. In the event that these funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

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

  
\_\_\_\_\_  
Kathy Ann LaBonte  
Chief, Business Division

**MEMORANDUM OF AGREEMENT**  
**Between the**  
**CONSERVATION LAND STEWARDSHIP PROGRAM**  
**and the**  
**NEW HAMPSHIRE FISH AND GAME DEPARTMENT**  
**for the**  
**Monitoring of Conservation Easements under Biennial Contract**

This Memorandum of Agreement (MOA) is entered into by the New Hampshire Conservation Land Stewardship Program (CLS), and the New Hampshire Fish and Game Department (NHFG).

**WHEREAS**, NHFG holds **51** conservation easements which require annual monitoring and stewardship;

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

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

**WHEREAS**, NHFG is committed to transferring funds needed to accomplish the easement monitoring on the said **51** conservation easements;

**NOW THEREFORE**, all parties agree as follows:

- A. This Agreement applies only to the **51** conservation easements listed in Exhibit A over the contract period, and may be expanded in future years as agreed upon by NHFG and CLS.
- B. Although this Agreement is subject to annual review, it is the intention of both parties to continue the long-term protection of these lands by providing for annual inspection of the properties and communication with landowners through annual renewal of this agreement. The period of this Agreement shall be from the date of Governor and Council approval through June 30, 2023.
- C. CLS and NHFG agree to cooperate as follows:

**NH Fish and Game Department**

NHF&G agrees to:

- 1. Transfer an amount based on quarterly invoices received by CLS, not to exceed **\$35,000** for FY22 and **\$35,000** for FY23 from account 20-07500-21550000-049-584902 to CLS upon approval by the Governor and Council, for the purposes of providing conservation easement stewardship support for those properties listed in Exhibit A over the contract period; and

2. continue to provide all technical services and monitoring of the conservation easements related to management of wildlife habitat, forestry, and agriculture, and keep CLS informed of said activities; and
3. meet with CLS as required to review progress of the program and to assist with monitoring if necessary (as requested); and
4. provide technical support to CLS regarding the prevention, or enforcement of violations or diminution of the terms of any conservation easement deed which is part of this agreement. NHFG shall have final determination of the disposition of enforcement of the terms of any easement; and
5. review and approve/disapprove actions of the Grantor as required by any conservation easement deed which is part of this Agreement;
6. assign responsible staff to serve as the contact person with CLS regarding any provision of the Agreement; and
7. provide on an as available basis and as appropriate, a high clearance vehicle and/or an all-terrain vehicle if needed only for NHFG parcels with difficult access.

#### **NH Office of Strategic Initiatives**

CLS, agrees to:

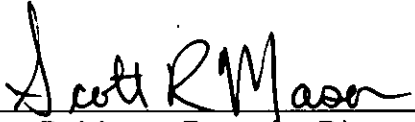
1. Accept funds transferred by NHFG in an amount not to exceed **\$35,000** for FY22 and **\$35,000** for FY23 for the purpose of conducting conservation easement stewardship support for properties listed in Exhibit A, in compliance with federal grant terms and conditions in Exhibit B, over the contract period, which generally will include:
  - a. conducting easement monitoring annually (every 12-14 months) on each parcel listed in the attached Exhibit A. This shall include, where practical, a personal contact/visit with the landowner or their representative to discuss the easement and any proposed or undertaken activities related to it; and
  - b. maintaining hard and electronic copies of all correspondence, monitoring reports and information regarding changes of address, changes in land management that may affect wildlife habitat, other land management issues, etc. for each parcel; and
  - c. developing and maintaining a database to track parcels, landowners, status, etc.; and
  - d. coordinating with NHFG to explore methods for improving stewardship and monitoring outcomes such as employing new technologies.
2. Provide NHFG with copies of all monitoring reports and correspondence for each parcel; and
3. Meet with NHFG as necessary to review the status of parcels and to resolve any problems

which may arise; and

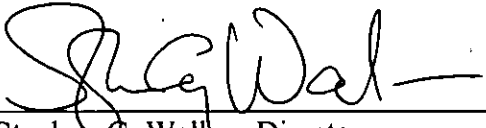
4. Work with landowners, perform additional site visits as necessary, and document efforts to resolve problems, interpretation, or enforcement issues that may arise; and
5. Serve as the point of contact for requests by the Grantor of activities requiring prior Grantee approval and coordinate with NHFG as necessary to insure that review and approval/disapproval is conducted as required by any conservation easement deed that is part of this Agreement; and
6. Assign the CLS Program Director, or other CLS staff as necessary, to oversee and ensure that easement monitoring is conducted at levels consistent with CLS protocols.

WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

Approved By:

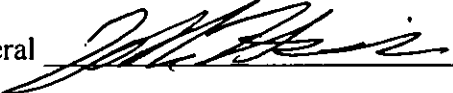
  
\_\_\_\_\_  
Scott R. Mason, Executive Director  
NH Fish and Game Department

Aug 17, 2021  
Date

  
\_\_\_\_\_  
Stephen G. Walker, Director  
NH Conservation Land Stewards

July 02, 2021  
Date

Approved by the ATTORNEY GENERAL this 26<sup>th</sup> day of August, 2021

Assistant Attorney General   
\_\_\_\_\_

### Exhibit A

TOWN	Original GRANTOR	Ac.	Current LAND OWNERS	Date Acquired
Bartlett	LBO (Atitash / Bear Peak)	17	Atitash/Bear Peak	8/21/1995
Bow	Town of Bow (4 tracts)	382	Bow CC	3/15/1999
Canterbury	NH Int. Speedway, Inc.	10.2	NHMS	6/13/2000
Clarksville	Rudolph & Joan Shalney Trusts	4	Kathleen & John Domanico	7/5/2000
Durham	Evelyn Brown & Marion Beckwith	23	UNH	2/13/1995
Durham	Evelyn Brown & Marion Beckwith	67	McPhee	2/13/1995
Durham	Evelyn Brown & Marion Beckwith	28	Graf	2/13/1995
Durham	Minichiello (Dame Road) TNC/GB	95	SPNHF	12/24/2003
Durham	Winecellar Farm-TNC/GB	209.8	Winecellar Farm - Krist LLC	3/31/2006
Durham/Newmarket	Pearson-TNC/GB	75	Pearson	9/5/2003
Durham/Newmarket	Popov II - TNC/GB	62.36	Christopher Popov	11/3/2008
Durham/Newmarket	Popov IV (Medding House)	27.94	Peter Popov	12/8/2010
Effingham	TNC- Wilkinson Brook	201.6	TNC	5/9/2005
Enfield	Controlled Environment Corp. (Enfield WMA)	25.46	Eastman Community Assoc.	12/26/1974
Enfield/Grantham	Controlled Environment Corp. (Enfield WMA)	200	Eastman Community Assoc.	12/27/1989
Enfield/Grantham	Edmond & Dorothy Goodwin (Enfield WMA)	218.8	Shagoury-Butternut Pond	12/27/1989
Exeter	Morgan Ryan Realty Trust	88.8	Town of Exeter	9/2/2010
Farmington	Town of Farmington-Mad R I./French	61.3	Town of Farmington	1/16/2001
Farmington	Town of Farmington-Mad R II./Dubois	197	Town of Farmington	9/15/2006
Hampton	Martin & Kathleen Battock	4.5	Town of Hampton	9/11/1973
Hampton	Martin & Kathleen Battock	1.13	Town of Hampton	9/11/1973
Hampton	Martin & Kathleen Battock	6	Town of Hampton	6/1/1978
Hancock	Harris Center (Powerdermill Pond WMA)	37	Dillon	3/25/1997
Hancock	Prospect Hill (Carpenters Marsh WMA)	193	Town of Hancock	10/19/2007
Hanover	Lyme Timber	31.8	Kennedy	6/11/1996
Hanover	John T.B. Mudge	8.14	Mudge	12/3/2004
Hanover	Virginia Moister	27.3	Steve and Allegra Lubrano	1/20/1999
Litchfield	Pleasant View Country Club	19.5	Town of Litchfield	8/29/1995
Loudon	NH Int. Speedway, Inc.	25.85	NHMS	9/28/1998
Loudon/Canterbury	NH Int. Speedway, Inc. (4 tracts)	181.51	NHMS	7/23/2004
Lyndeborough/Mont Vernon	SPNHF (Piscataquog WMA)	78.8	Cassidy	4/24/1990
Merrimack	Joseph E. Faltin	40.6	51 landowners in common	6/11/1982
New Durham	BB III LLC	296	Beaver Brook Forest LLC	6/30/1999
New London	Ausbon Sargent LPT	98.8	New London CC	12/19/1994
Newmarket	TNC/Schneer III	15.3	Cecil Jack Schneer Trust	8/3/2008
Newmarket	Popov IV (Love-Barberry Coast)	63.36	Peter Popov & Lela Love	12/8/2010
Newmarket	Sewall I (TNC-GB)	14.74	Daniel & Kathleen Sewell	1/5/2007
Newmarket	Charles E. Dearborn Jr.	38.09	Dearborn	4/10/2000
Newmarket	Macintosh	65.97	The Long Meadow Trust of 2009	12/8/2010
Newmarket	Town of Newmarket (Falzone/GB)	168.2	Town of Newmarket	9/5/2003
Ossipee	Rosalie & Orthei Werdin	15	Estes	5/15/1990
Ossipee	Rosalie & Orthei Werdin	15	Waldrip	5/15/1990
Randolph/Gorham	Robert Potter / Roberta Arbee II	143.6	Potter/Arbee	4/10/2006
Randolph/Gorham	Robert Potter / Roberta Arbee I	101.1	Potter/Arbee	8/13/2004
Stewartstown	Coats (MOU w/ USDA & F&G)	313	Coats/USDA	6/9/1997 MOU
Stratford	Richard M & Nancy J Havrda	65.17	Havrda Irrevocable Trust	10/5/1990
Stratford	Robert & Lorraine Soule	121.23	Mason	10/12/1990
Stratham	Glengerry Realty Trust	20	Turnburry HO Assoc	5/24/1989
Walpole	Hubbard Farms, Inc.	8.2	Peter and Brenda Graves	1/6/1989
Wilmot	John H. & Julie B. Morse	304	Bog Mountain Timber Reserve	8/25/1988
<b>TOTAL ACRES</b>		<b>4516.15</b>		

## **Exhibit B**

### **1. Federal Award Information**

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

**Project Title:** Wildlife Area Development

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

Catalog of Federal Assistance Number: 15.611

Federal Grant Identifier: NH W-11-D

Grantee: State of New Hampshire – Fish & Game Department

### **2. Federal Compliance**

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

All requirements, regulations, provisions, terms and conditions applicable to the Federal award are hereby adopted in full force and effect with respect to this agreement. The Office of Strategic Initiatives shall comply with all provisions, as applicable, including but not limited to the following:

- a. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- b. 2 CFR Part 25, Universal Identifier and Central Contractor Registration
- c. 2 CFR Part 170, Reporting Subawards and Executive Compensation
- d. 2 CFR Part 175, Award Term for Trafficking in Persons (Term is applicable to private entity subrecipients)
- e. 2 CFR Part 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters (Applicable to awards with a total Federal share of more than \$500,000)
- f. 2 CFR Part 1400, Government-wide Debarment and Suspension (Non-procurement): Entering into this agree agreement represents the Department of Resources and Economic Development's certification per Subpart C of 2 CFR Part 180 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise

excluded by any federal department or agency from participating in transactions supported by Federal funds.

- g. 2 CFR Part 1401, Requirements for Drug-Free Workplace (Financial Assistance)
- h. 43 CFR 18, New Restrictions on Lobbying: Entering into this agree agreement represents the Department of Resources and Economic Development's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.
- i. 41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection
  - (1) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.
  - (2) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
  - (3) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.
- j. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.
- k. Section 743 of Division E, Title VII of Pub. L. 113-235, Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements: Prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. Recipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.
- l. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the Order.