

New Hampshire Council on Resources and Development

NH Office of Strategic Initiatives
107 Pleasant Street, Johnson Hall
Concord, NH 03301
Phone: 603-271-2155
Fax: 603-271-2615



TDD Access: Relay NH
1-800-735-2964

CORD Meeting
Thursday, May 13, 2021
Time - 9:30 AM

*This meeting will be conducted remotely on the Microsoft Teams platform.
You can participate online or over the phone using the following information:*

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

+1 603-931-4944

Phone Conference ID: 278 337 986#

FINAL AGENDA

- I. ROLL CALL AND INTRODUCTIONS**
- II. MINUTES.....1**
 - A. Approval of March 11, 2021 draft minutes
- III. LAND CONSERVATION INVESTMENT PROGRAM (LCIP)**
 - A. Land Conservation Endowment Fund. Discussion regarding endowment disbursement and request for authorization to expend for FYs 2022 and 2023.....4
 - B. Request for CORD approval and authority to update prior authorization concerning easement on certain property located in Danbury, New Hampshire.....5
- IV. OTHER BUSINESS**

Reminder – Tentative 2021 Meeting Dates

~~January 14~~
July 8

~~March 11~~
September 9

May 13
November 10

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DRAFT MINUTES - March 11, 2021

MEMBERS PRESENT (via remote participation)

Jared Chicoine, Chair, Director, NH Office of Strategic Initiatives (alone)
Shawn Jasper, Commissioner, Department of Agriculture (alone)
John Martin, Designee, NH Department of Health and Human Services (alone)
Stephen McLocklin, Designee, Department of Administrative Services (alone)
Adam Smith, Designee, NH Department of Transportation (alone)
Marta Modigliani, Designee, Department of Safety (alone)
Jack Ruderman, Designee, NH Housing Finance Authority (note alone; shared workspace)
Christopher Way, Designee, NH Department of Business and Economic Affairs (alone)
Sarah Stewart, Commissioner, NH Department of Natural & Cultural Resources (alone)

OTHER PARTICIPANTS

Michael Klass, NH Office of Strategic Initiatives
Clinton Savage, NH Bureau of Trails
Margaret Machinist, NH Division of Forests and Lands

I. ROLL CALL AND INTRODUCTIONS

The meeting was opened at 9:31 AM by Chairman Chicoine who began with a right-to-know compliance checklist as this was a virtual meeting. He finished with a roll call for CORD member attendance.

II. MINUTES

A. Approval of January 14, 2021 draft minutes

Mr. Klass noted that he incorporated comments in the January 14, 2021 minutes from Ms. Boisvert clarifying when the trail counters were last used on the Kelsey Notch Trail as well as the spelling of the Cohos trail and its location in Nash Stream in vicinity of the Kelsey Notch Trail.

MOTION: On a motion by Commissioner Jasper, seconded by Adam Smith, the January 14, 2021 minutes, as revised, were approved unanimously by the Council, with Christopher Way abstaining (via roll call vote).

III. LAND CONSERVATION INVESTMENT PROGRAM (LCIP)

A. Kelsey Notch Trail – Annual Reporting Discussion

Commissioner Stewart said the extra time to evaluate the impact and usage of the Kelsey Notch Trail will provide additional time for DNCR to work with stakeholder groups over the next two years to explore alternative routes which would allow connecting North and South trail networks.

Margaret Machinist showed a map of the Cohos Trail (purple line), starting in Nash Stream Forest, south of the Kelsey Notch Trail (green line) and going off into Hedgehog Brook WMA, to the east. The two trails intersect east of Nash Stream, and are 2,200 feet apart at their closest location in Nash Stream Forest.

Clinton Savage clarified that trail counters were not put out during the 2020 Season, but were last put out during the 2019 Season. The intention is to put them out this spring prior to the opening of the OHRV season and to monitor OHRV usage this summer and the summer after that.

Margaret Machinist clarified that the 2019 trail counter data wasn't available for the 2019 Kelsey Notch Trail Annual Report ("Annual Report"), so it was included in the 2020 Annual Report

Chairman Chicoine noted at the January 14, 2021 meeting CORD decided it would discuss the additional items it would like to see included in the Annual Reports during the two-year extension, at today's meeting. Chairman Chicoine suggested memorializing these additional items in a letter from CORD to DNCR. Chairman Chicoine noted items he would like to see added to the Annual Reports going forward: (1) Invasive species identified during monitoring and a plan for treatment of these species. (2) Plan for restoration of trail erosion. (3) Annual trail counts from counters. (4) Adequacy of staffing and budget levels

Chairman Chicoine asked if the MOU states when Annual Reports are due. Margaret Machinist clarified that monitoring is required to be completed by October 15th. Chairman Chicoine requested that CORD receive Annual Reports by December 15th going forward. Commissioner Stewart said that should work.

Mr. Smith requested the inclusion of opening and closing dates of Kelsey Notch Trail to determine the number of days the trail is open compared to number of users.

Mr. Savage noted that they haven't included opening and closing dates in past Annual Reports, but said that the Kelsey Notch Trail usually opens around May 23rd depending on when the trails are dry after mud season and closes on Columbus Day. He said these dates can be included in the Annual Report going forward.

Mr. Klass summarized the six additional items to be included in the Annual Report going forward.

Commissioner Stewart then also suggested adding a requirement of inviting a Fish & Game Fisheries Biologist to attend DNCR's Annual Site Visit of the Trail.

MOTION: Commissioner Jasper motioned, which Mr. Way seconded, for the Chair of CORD to send a letter to DNCR for these additional items to be added to the Kelsey Notch Trail Annual Report. The motion was approved unanimously the Council (via roll call vote).

IV. OTHER BUSINESS

Mr. Klass noted CORD's next meeting date on May 13th.

MOTION: With business completed, Commissioner Jasper moved to adjourn the meeting, which Mr. Way seconded. The motion was approved unanimously by the Council (via roll call vote).

Meeting adjourned at 9:58 AM

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TO: Council on Resources and Development (CORD)

FROM: Stephen Walker, Program Director
Conservation Land Stewardship Program (CLS)
Office of Strategic Initiatives (OSI)

RE: Disbursement Request from Land Conservation Endowment (LCE) for FY 2022 & 2023

DATE: May 13, 2021

Income disbursed from the Land Conservation Endowment is used to support the Conservation Land Stewardship Program (CLS). These funds support staff positions to steward and monitor Land Conservation Investment Program (LCIP) conservation property interests, as well as a limited number of State-held, non-LCIP conservation easement projects where easement stewardship funds have been deposited into the endowment for that purpose.

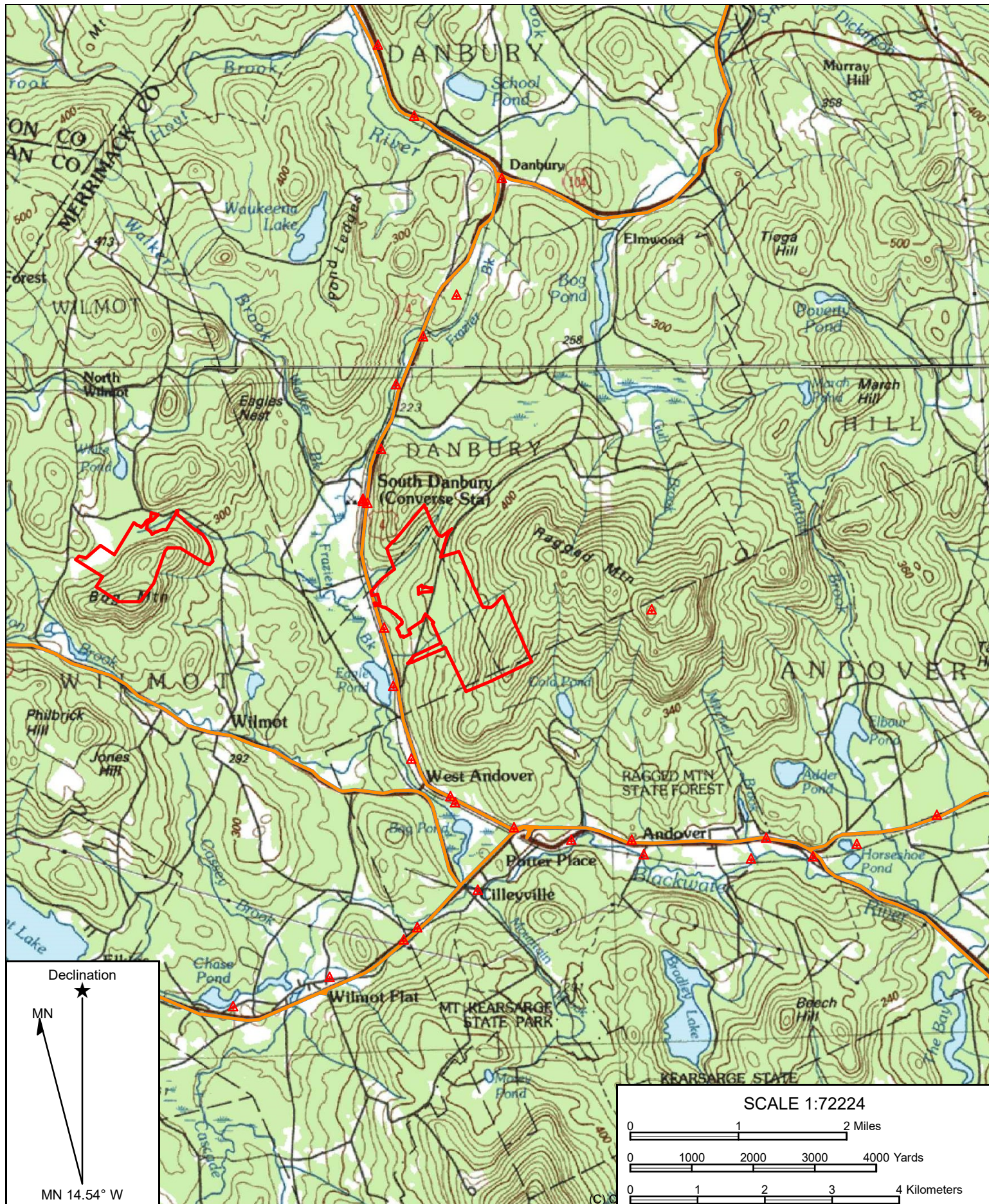
The Land Conservation Endowment is managed through the Treasury Department by Fidelity Investments using a “growth with income” investment strategy, which has been approved by CORD.

For fiscal years 2022 and 2023, we are seeking authorization to allow disbursement of up to \$184,072 and \$206,046, respectively, based on OSI budget figures. This is within the Treasury Department’s recommended withdrawal rate of 4% - 5% of the 12-quarter rolling average of the market value as of February 2021.

In addition, the Department of Natural and Cultural Resources (DNCR), through OSI, is seeking authorization to disburse up to an additional \$8,631 each fiscal year. In 2018, endowment contributions totaling \$177,000 were deposited into the LCE for the purpose of monitoring and stewardship of two conservation easements totaling 23,728 acres in the Unincorporated Town of Success. DNCR, which holds the easement, will use the disbursed funds to monitor the easements themselves. This \$8,631 amount is within the Treasury Department’s recommended withdrawal rate. The funds will be disbursed to DNCR through OSI per discussions with the Treasury Department.

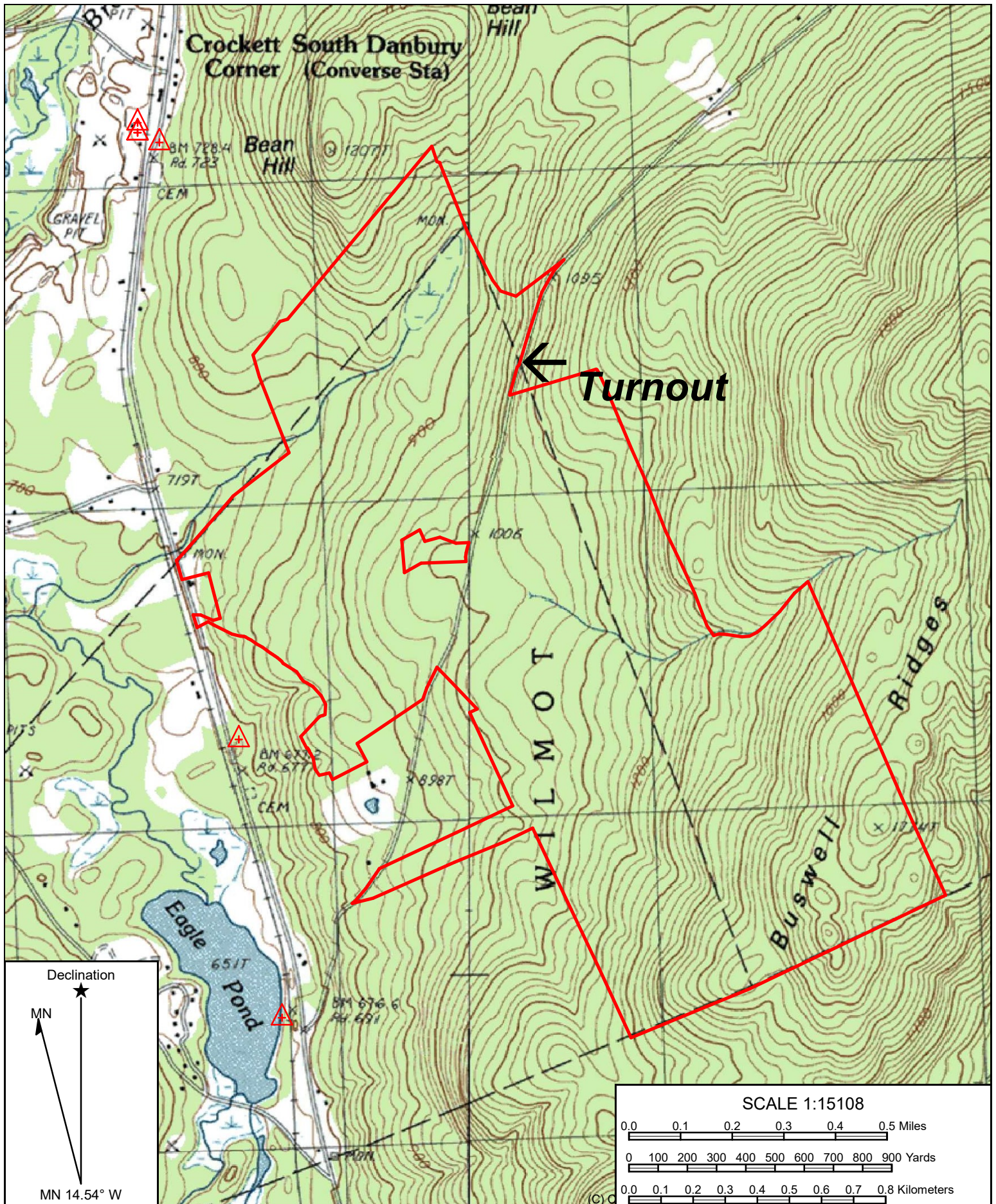
Given the good performance of the portfolio, the 4.56% and 5.10% disbursements (as of the 12-quarter rolling average of the market value as of February 2021) would be supported by the current endowment performance.

The *market value* of the LCE at the end of February 2021 was \$4,785,417.08. In February of 2020 the market value was \$4,003,841.78.



Name: CONCORD
 Date: 09/11/19
 Scale: 1 inch = 6,018 ft.

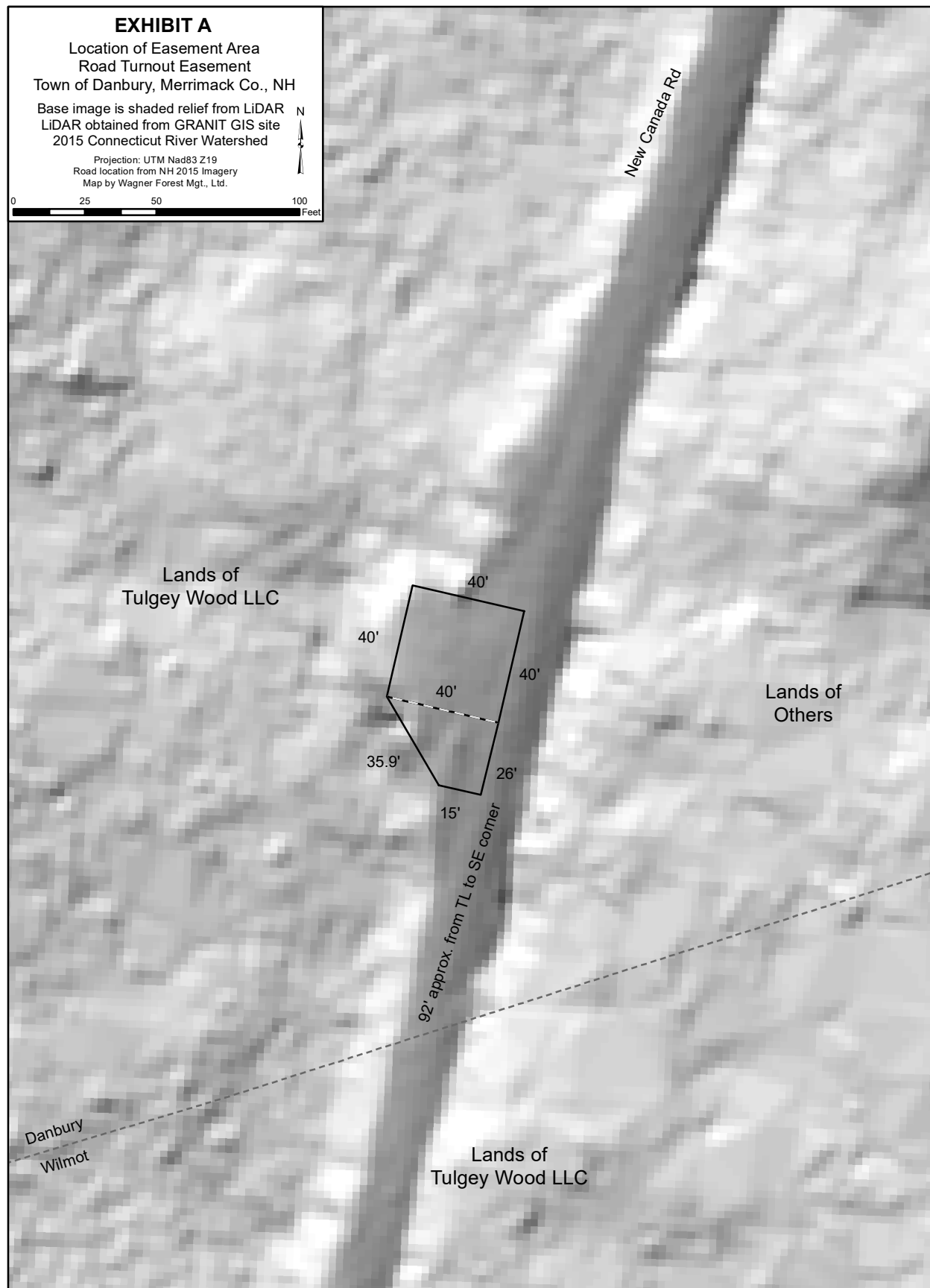
Location: 043° 28' 05.0012" N, 071° 51' 45.4847" W
 Locus



Name: ANDOVER
 Date: 09/06/19
 Scale: 1 inch = 1,259 ft.

Location: 043° 28' 07.1656" N, 071° 52' 25.8158" W
 Ragged Mtn. CE - 695 acres

CORD 5/13/21 Page 6



Return to:
Barton L. Mayer, Esq.
Upton & Hatfield, LLP
P.O. Box 1090
Concord, NH 03302-1090

EASEMENT DEED

TULGEY WOOD, LLC, a Maine Limited Liability Company (“Grantor”), with a mailing address of 78 Washington Street, Charlestown, Massachusetts 02129, for consideration paid, the receipt and sufficiency of which are hereby acknowledged, grants to the **TOWN OF DANBURY**, a municipal corporation, having a mailing address of 23 High Street, Danbury, New Hampshire 03230 (“Grantee”), with **WARRANTY COVENANTS**, a permanent easement over property of Grantor, located in the Town of Danbury, County of Merrimack, State of New Hampshire as follows:

(1) Easement Area. The property encumbered by this easement (the “Easement Area”) is a portion of Grantor’s property located adjacent to the westerly sideline of New Canada Road, and depicted on the map attached to this easement as Exhibit A. The Easement Area is subject to an existing Conservation Easement held by the State of New Hampshire dated May 26, 1992 and recorded in the Merrimack County Registry of Deeds at Book 1884, Page 2128 (see also Book 1888, Page 1392) (the “Conservation Easement”).

(2) Permitted Use. Grantee may enter upon the Easement Area with personnel and machinery for the purpose of constructing, reconstructing, repairing, and maintaining a turn-around for motor vehicles, and for no other purpose.

(3) Conditions of Use. Grantee shall:

- (a) Keep the Easement Area free and clear of all trash, litter, debris and other refuse;
- (b) Erect and maintain signs, prohibiting standing and parking of vehicles and littering within the Easement Area;
- (c) Erect and maintain a barrier which will inhibit (but not necessarily preclude), access to Grantor's property adjacent to the Easement Area for the disposal of trash or debris on Grantor's property, subject to:
 - (i) prior to erecting a physical barrier in the Easement Area, Grantee shall submit to Grantor and the New Hampshire Conservation Land Stewardship Program ("CLSP") a sketch or plan, identifying the location and form of the proposed barrier;
 - (ii) the barrier may consist of rocks, logs, posts, fencing, or similar material.

(4) Grantor's Rights. Grantor has the right to enter into the Easement Area at any time for any purpose, so long as Grantor does not interfere with the use of the Easement Area by Grantee for the permitted use. Grantor reserves all rights, uses, title, and interest in and to and ownership of the Easement Area (including the right to grant an interest in the Easement Area to third parties), so long as the granting of any interest does not interfere with the Grantee's permitted use under this Easement.

(5) Violations. In the event that Grantor identifies a violation of this Easement, it shall notify Grantee, in writing, and Grantee shall take steps to remedy the violation.

(6) Amendments. This Easement may be amended only in writing, signed by both Grantor and Grantee, and recorded in the Merrimack County Registry of Deeds.

(7) Liability. Grantee shall indemnify and hold Grantor harmless for any claims arising out of the use of the Easement Area, except to the extent that any loss is caused in part or in whole by the negligent or willful misconduct of Grantor or a third party. Grantor shall give notice to Grantee of any claim filed against Grantor and arising out of the use of the Easement Area, and Grantee shall undertake the defense of said claim and may negotiate and settle said claim, but only so long as Grantor is not in part responsible for the claim.

(8) Notices. Notice to any party must be in writing and will be sufficient if served personally or sent by overnight delivery service or certified mail, return receipt requested, addressed as follows:

To Grantor: Tulgey Wood, LLC
78 Washington Street
Charlestown, MA 02129

To Grantee: Town of Danbury
Danbury Town Hall
23 High Street
Danbury, NH 03230
Attn: Board of Selectmen

and to CLSP: Conservation Land Stewardship Program
New Hampshire Office of Strategic Initiatives
Governor Hugh J. Gallen State Office Park
Johnson Hall, 3rd Floor
107 Pleasant Street
Concord, NH 03301
Attn: Stephen Walker

or to such other authorized person as any party may, from time to time,
designate by notice to the other parties.

(9) Property Affected. This Easement affects a portion of the property owned by Grantor and described in a deed from NFTI Limited Partnership dated May 31, 2018 and recorded in the Merrimack County Registry of Deeds at Book 3596, Page 1350.

(10) Severability. In the event any term, clause or provision of this Easement is judged by a court of competent jurisdiction to be invalid or unenforceable the validity or enforceability of all other terms, clauses or provisions in this Easement will not be affected thereby and shall remain in full force and effect.

(11) Waiver. Failure of any party to exercise any right under this Easement shall not be deemed a waiver of such right.

(12) Governing Law. This Easement shall be governed by the laws of the State of New Hampshire and rights and obligations of the parties hereunder will be construed and enforced exclusively in accordance with the laws of the State of New Hampshire. The New Hampshire Superior Court shall be the exclusive venue for any claim arising out of this Easement.

(13) Third Party Beneficiaries. The parties hereto do not intend to benefit any third parties and this Easement shall not be construed to confer any benefit on a third party.

IN WITNESS WHEREOF, Tulgey Wood, LLC has caused this Easement Deed to be signed by its duly authorized representative.

TULGEY WOOD, LLC

By: _____
Charlotte Hamill, Manager

**COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK**

Personally appeared the above named Charlotte Hamill, Manager of Tulgey Wood, LLC, and acknowledged that she executed the same for the purposes therein contained.

Before me,

Notary Public/Justice of the Peace
My Commission Expires:

Seal:

**TOWN OF DANBURY
BOARD OF SELECTMEN**

Jessica L. Hatch, Chair

James D. Phelps

Tracy H. Shepard

**STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK**

Personally appeared the above named Jessica Hatch, and acknowledged that she executed the same for the purposes therein contained.

Before me,

Notary Public/Justice of the Peace
My Commission Expires:

Seal:

**STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK**

Personally appeared the above named James D. Phelps, and acknowledged that he executed the same for the purposes therein contained.

Before me,

Notary Public/Justice of the Peace
My Commission Expires:

Seal:

**STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK**

Personally appeared the above named Tracy H. Shepard, and acknowledged that he executed the same for the purposes therein contained.

Before me,

Notary Public/Justice of the Peace
My Commission Expires:

Seal:

CONSERVATION EASEMENT DEED HOLDER'S CONSENT

The State of New Hampshire, acting through the Council on Resources and Development (successor to the New Hampshire Land Conservation Investment Program) (the “**Easement Holder**”), is the holder of the Conservation Easement referred to in this Easement Deed. The Easement Holder has caused this Easement Deed to be executed below for the sole purpose of indicating the Easement Holder’s consent to the grant of this Easement Deed. The Easement Holder is not a party to, and assumes no liability under, this Easement Deed. The Easement Holder’s consent shall in no way be construed as (i) a subordination of the Conservation Easement (or any right of the Easement Holder under the Conservation Easement) to the Easement Deed, or (ii) an amendment or modification to or of the Conservation Easement, or (iii) a waiver of any of the restrictions, burdens, or requirements of the Conservation Easement.

STATE OF NEW HAMPSHIRE,
acting through the Council on Resources and Development

By: _____
Name: _____
Title: _____

Acknowledgement of State of New Hampshire

STATE OF NEW HAMPSHIRE)
) SS:
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____ in her/his capacity as _____ of _____, as her/his free act and deed in said capacity and as the free act and deed of the State of New Hampshire acting through the Council on Resources and Development.